



City of Sachse, Texas

Meeting Agenda

City Council

Monday, August 7, 2017

7:30 PM

Council Chambers

The Mayor and Sachse City Council request that all cell phones be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to respond or to conduct a phone conversation.

The City Council of the City of Sachse will hold a Regular Meeting on Monday, August 7, 2017, 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:

Invocation and Pledges of Allegiance to U.S. and Texas Flags.

A. Pledge of Allegiance to the Flag of the United States of America: I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands: one nation under God, indivisible, with liberty and justice for all.

B. Pledge of Allegiance to the Texas State Flag: Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

1. 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 Council Member or citizen so requests.

[17-3890](#) Approve the minutes of the July 5, 2017 workshop meeting.

Attachments: [07.05.17 Minutes Workshop](#)

[17-3891](#) Approve the minutes of the July 5, 2017 regular meeting.

Attachments: [07.05.17 Minutes](#)

[17-3911](#) Approve the minutes of the July 17, 2017 joint meeting.

Attachments: [07.17.17 Minutes Joint](#)

[17-3912](#) Approve the minutes of the July 17, 2017 workshop meeting.

Attachments: [07.17.17 Minutes Workshop](#)

[17-3881](#) Approve moving the first regular City Council meeting in September from Monday, September 4, 2017 to Tuesday, September 5, 2017.

[17-3887](#) Approve an ordinance ordering a Special Local Option Election to be held on November 7, 2017, for the purpose of legalizing the sale of all alcoholic beverages for off-premise consumption only.

Attachments: [Ordinance](#)

[17-3888](#) Approve an ordinance ordering a Special Election to be held on

November 7, 2017, for the purpose of creating the City of Sachse Municipal Development District and the imposition of a sales and use tax of one-fourth of one percent for the purpose of financing development projects beneficial to the District.

Attachments: [Ordinance](#)

[17-3889](#)

Approve a resolution denying the rate application and consolidation proposed by Oncor.

Attachments: [Resolution](#)

[17-3908](#)

Approve a resolution approving the Master Interlocal Agreement for transportation-related road and bridge maintenance between the City and Dallas County.

Attachments: [Sachse Cover Letter](#)

[Resolution](#)

[Sachse MASTER ILA 2017](#)

[17-3880](#)

Approve an Interlocal Agreement renewing the Food Establishment Inspection and Environmental Health Services between Dallas County, on behalf of Dallas County Health and Human Services, and the City of Sachse.

Attachments: [Interlocal Agreement](#)

[17-3914](#)

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.

Attachments: [Professional Services Agreement](#)

[17-3915](#)

Accept the Monthly Revenue and Expenditure Report for the period ending June 30, 2017.

Attachments: [Monthly Rev and Exp 06-30-17](#)

[Sales Tax Analysis August 2017](#)

[17-3916](#)

Accept the 2017 Certified tax rolls as approved by the Dallas and Collin County Appraisal Districts.

Attachments: [CCAD Certified Letter 2017](#)

[Collin Certified Totals 2017](#)

[DCAD Certification Letter 2017](#)

[Dallas Certified Totals 2017](#)

2. MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS, CURRENT ACTIVITIES, AND LOCAL ACHIEVEMENTS.

[17-3895](#)

Proclamation recognizing Sachse Public Library volunteers.

Attachments: [Proclamation](#)

3. CITIZEN INPUT.

The public is invited at this time to address the Council. The Mayor will ask you to 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.

4. REGULAR AGENDA ITEMS.

- [17-3906](#) Receive a presentation and discuss the National League of Cities Service Line Warranty Program.
Attachments: [Presentation](#)
- [17-3928](#) Conduct a public hearing and consider an ordinance amending Chapter 11 titled "Zoning Ordinances" by amending Exhibit 1 by amending Article 4 titled "General Provisions Applying to All or Several Districts" by replacing Section 7 "Reserved" with a new Section 7 titled "Architectural Design Standards".
Attachments: [Presentation](#)
[Ordinance](#)
- [17-3927](#) Discuss and consider an ordinance amending Chapter 3 titled "Building Regulations" by amending Article 1 titled "In General" by amending Section 3-9 titled "Fences" by providing new regulations for the construction, maintenance, and inspection of residential fences.
Attachments: [Presentation](#)
[Ordinance](#)
- [17-3913](#) Conduct a public hearing and consider an ordinance amending the Code of Ordinances by amending Chapter 12 by continuing and readopting Section 12-1 "Curfew for Minors".
Attachments: [Presentation](#)
[Ordinance](#)
- [17-3929](#) Consider receipt of and discuss the City Manager's Proposed Budget for Programs and Services for the 2017-2018 Fiscal Year.
Attachments: [Presentation](#)
- [17-3930](#) Discuss capital expansion and maintenance projects related to the Fiscal Year 2017-2018 budget.
Attachments: [Presentation](#)
[FY 17-18 CIP Project List](#)
- [17-3922](#) Consider adoption of a resolution directing the publication of notice of intention to issue combination tax and revenue certificates of obligation to provide funds for street and road improvements and parks and recreational improvements, including a community center; resolving

other matters relating to the subject; and providing an effective date.

Attachments: [Resolution 1](#)

[Resolution 2](#)

[17-3920](#)

Consider placing a proposal to adopt a tax rate of \$0.747279 per \$100 of assessed property values for the 2017-2018 fiscal year as an action item on the September 18, 2017 regular City Council meeting agenda and schedule two public hearings to be held August 21, 2017 at 7:30 p.m. and September 5, 2017 at 7:30 p.m. at Sachse City Hall.

Attachments: [City of Sachse 2017 Notice of Tax Rate](#)

[17-3907](#)

Discuss and consider an ordinance amending the Code of Ordinances by amending Chapter 9 titled "Traffic Regulations" by amending Section 9-4 titled "Speed Limits" to amend the school zone on a portion of Woodcreek Way northbound and southbound from Ridge Glen Drive to Ranch Road; and to include a portion of Canyon Crest Drive eastbound and westbound from a point 500 feet west of Woodcreek Way to a point 600 feet east of Woodcreek Way.

Attachments: [Presentation](#)

[Ordinance](#)

[17-3921](#)

Consider a resolution approving the terms and conditions of the agreement for professional services between the City of Sachse, Texas, and BW2 Engineers, Incorporated for survey and engineering services related to the Maxwell Creek sewer lift station relocation.

Attachments: [Resolution with Agreement and Proposal](#)

[Exhibit A - Aerial Location Map](#)

[Exhibit B - Lift Station Photos](#)

5. ADJOURNMENT.

Vision Statement: Sachse is a friendly, vibrant community offering a safe and enjoyable quality of life to all who call Sachse home.

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

As authorized by Section 551.072(2) of the Texas Government Code, this meeting 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.

Posted: August 4, 2017; 5:00 p.m.

Michelle Lewis Sirianni, City Secretary

If you plan to attend this public meeting and you have a disability that requires special arrangements, please contact Michelle Lewis Sirianni, City Secretary, at (972) 495-1212, 48 business hours prior to the scheduled meeting date.



City of Sachse, Texas

Legislation Details (With Text)

File #: 17-3890 **Version:** 1 **Name:** July 5, 2017 Council workshop minutes.
Type: Agenda Item **Status:** Agenda Ready
File created: 7/13/2017 **In control:** City Council
On agenda: 8/7/2017 **Final action:**
Title: Approve the minutes of the July 5, 2017 workshop meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [07.05.17 Minutes Workshop](#)

Date	Ver.	Action By	Action	Result
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Title
July 5, 2017 workshop minutes.

Background
Minutes of the July 5, 2017 workshop meeting.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Approve the minutes of the July 5, 2017 workshop meeting.

CITY COUNCIL OF THE CITY OF SACHSE
WORKSHOP MEETING MINUTES
JULY 5, 2017

The City Council of the City of Sachse held a workshop meeting on Wednesday, July 5, 2017 at 6:30 p.m. at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Council Members Brett Franks, Charlie Ross, Bill Adams, Cullen King, and Jeff Bickerstaff. City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; Human Resources Director, Melinda Walter; Public Works and Engineering Director, Greg Peters; Finance Director, Teresa Savage; Finance Manager, Berna Fitzpatrick; Parks and Recreation Director, Lance Whitworth; Community Development Director, Dusty McAfee; Police Lieutenant, Marty Cassidy, and Fire Chief, Marty Wade. Mayor Pro Tem Paul Watkins was absent.

Mayor Felix called the meeting to order at 6:32 p.m.

HARMONY METER DATA SYSTEM: Receive demonstration and discuss the Harmony Meter Data System.

Mrs. Savage stated that the City currently has 198 meters installed. The meters can communicate with the tower. The department has been replacing the oldest meters in town first and have only encountered a few problems along the way.

Mrs. Fitzpatrick demonstrated the software by showing how to look up accounts, view different reports, and how the department can see different alerts including leaks and it makes detecting these easier making the overall process for the resident more efficient as well.

Council discussed when access would become available to residents and what the timeframe would be for full meter change out. Mrs. Savage and Fitzpatrick commented that as meters are changed out, they will receive a new meter ID and with the initial rollout being 1,000 meters, the realization will be that they will need additional help to get this done.

FENCE STANDARDS: Discuss proposed revisions to Chapter 3 (Building Regulations) of the Code of Ordinances, to modify Fence standards.

Mr. McAfee provided an overview regarding fences and its regulations, aesthetic options, and structural options. Mr. McAfee stated based on Council feedback, staff is recommending to adopt regulations regarding a fence's structural integrity and performance, keep material palette as directed by Council from the May 1 meeting, strike all aesthetic enhancement options except smooth side out on corner lots, and require a building permit only if one full run or more is replaced.

Councilman King stated that metal post are okay, but would like to allow for the pressured treated wood posts also.

Councilman Franks stated that he is okay with stricter enhancements and agrees with recommendations.

Councilman Bickerstaff asked for clarification on the exceptions, likes the metal posts, but is okay with the wood pressure treated posts.

Councilman Ross asked if these regulations applied to residential only. Mr. McAfee replied yes and to new residential construction fences. Councilman Ross also likes the metal posts and smooth side out on the corner enhancements.

Councilman Adams was in agreement with staff recommendations.

Mrs. Nash stated a draft ordinance will be brought back to Council in August.

ADJOURNMENT:

At 7:30 p.m. Mayor Felix adjourned the meeting.

ATTEST:

MIKE J. FELIX, MAYOR

Michelle Lewis Sirianni, City Secretary



City of Sachse, Texas

Legislation Details (With Text)

File #: 17-3891 **Version:** 1 **Name:** July 5, 2017 Council minutes.
Type: Agenda Item **Status:** Agenda Ready
File created: 7/13/2017 **In control:** City Council
On agenda: 8/7/2017 **Final action:**
Title: Approve the minutes of the July 5, 2017 regular meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [07.05.17 Minutes](#)

Date	Ver.	Action By	Action	Result
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Title
July 5, 2017 regular minutes.

Background
Minutes of the July 5, 2017 regular meeting.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Approve the minutes of the July 5, 2017 regular meeting.

CITY COUNCIL OF THE CITY OF SACHSE

MEETING MINUTES

JULY 5, 2017

The City Council of the City of Sachse held a regular meeting on Wednesday, July 5, 2017 at 7:30 p.m. at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Council Members Brett Franks, Charlie Ross, Bill Adams, Cullen King, and Jeff Bickerstaff. City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; Human Resources Director, Melinda Walter; Public Works and Engineering Director, Greg Peters; Finance Director, Teresa Savage; Finance Manager, Berna Fitzpatrick; Parks and Recreation Director, Lance Whitworth; Community Development Director, Dusty McAfee; Police Lieutenant, Marty Cassidy, and Fire Chief, Marty Wade. Mayor Pro Tem Paul Watkins was absent.

Mayor Felix opened the meeting at 7:32 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND STATE FLAG: The invocation was offered by Councilman King and the pledges by Councilman Bickerstaff.

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 Council member or citizen so requests.

17-3870 Approve the minutes of the June 19, 2017 workshop meeting.

17-3871 Approve the minutes of the June 19, 2017 regular meeting.

17-3873 Approve the monthly revenue and expenditure report for the period ending May 31, 2017.

Councilman Bickerstaff made a motion to approve items 17-3870, 17-3871, and 17-3873. Councilman King seconded that motion and the motion was unanimously approved.

MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS:

Councilman Ross announced upcoming Library events, which included: Mark Shelton on July 6 at 11:00 a.m. and Balloon Twisting on July 11 at 2:00 p.m. Councilman Ross thanked the Parks and Recreation staff for a successful Red, White, and Blue Event.

Councilman Bickerstaff also thanked staff for putting on the event.

Councilman King stated it was an awesome event and also thanked public safety and CERT for their help.

Councilman Adams echoed comments of his fellow Council Members as well as expressing his appreciation to staff for the coordination and planning that occurs between numerous departments.

Councilman Franks thanked everyone involved in the event including Parks, Fire, Police, Public Works, Chamber of Commerce, etc.

Mayor Felix stated it's such a great family event and commented how great the fireworks were this year.

CITIZENS INPUT:

No comments were made.

REGULAR AGENDA ITEMS:

17-3869 Order a Local Option Election for the legal sale of all alcoholic beverages for off-premise consumption only to be held on Tuesday, November 7, 2017.

Mrs. Lewis Sirianni presented item to Council stating in April, 2017 an application was received for a petition. Signatures were gathered then verified. The number of signatures required for this petition was 1,834. The number of qualified voters' signatures verified totaled 2,103. Therefore, is sufficient to cause the Council to order a Local Option Election.

Councilman King made a motion to order a Local Option Election for the legal sale of all alcoholic beverages for off-premise consumption only to be held on Tuesday, November 7, 2017. Councilman Franks seconded that motion and the motion was unanimously approved.

17-3877 Consider authorizing the City Manager to execute payment of \$230,075.80 to TxDOT in accordance with the original agreement for the SH 190 / PGBT project.

Mrs. Nash stated in 2006, the City entered into a funding agreement with TxDot for the PGBT/SH 190 as well as a contractual agreement to acquire right of way and adjust utilities for a highway project on SH 190. In January 2007, the Council approved the agreement to contribute funds through a Local Government agreement which totaled \$524,800.00. The agreements were not fixed cost agreements. Upon completion of the project, TxDot and NTTA began the process of truing up all the project costs related to the eastern extension of the PGBT and the SH 190 project. In May 2017, staff held a meeting with TxDot staff to discuss and clarify detailed costs. Staff confirmed with TxDot that the final amount owed for this project is an additional \$230,075.80.

Council expressed their concerns over the amount of time to true up the project.

The NTTA representative in attendance stated that there were over 140 parcels including the numerous right of ways they had to acquire and eminent domains. They ensured due diligence was done regarding the project.

Councilman King made a motion to approve a payment in the amount of \$230,075.80 to TxDot in accordance with the original agreement for the SH 190 / PGBT project. Councilman Adams seconded that motion.

Councilman Franks asked if there was an option to pay in full versus payments. Mrs. Nash replied the City was given the option to pay up to five years at 0% interest, but she believes it is best to pay all at once.

The motion was unanimously approved.

17-3875 Receive Financial Forecast and 2017-2018 budget preview.

Mrs. Nash stated that Teresa will be presenting the financial forecast preview for the FY 2017-2018 budget.

Mrs. Savage presented Council with year to date results regarding revenues and expenses, assessed property values, property tax assumptions, property tax revenue, debt service payments, debt service ratio, sales tax receipts, franchise revenue, permits and development revenue, preliminary budget revenue and expenditure summaries, summary of the General Fund and Utility Fund, Fund Balance analysis including three year projections for the General and Utility Funds.

Council briefly discussed the sales tax trend, year to date results, and the General Fund three year projections.

17-3868 Discuss proposed revisions to Chapter 3 (Building Regulations) of the Code of Ordinances, to modify Fence standards.

The first part of this item was presented in the workshop. (Please see minutes of the July 5 Workshop for discussion details.)

Council further discussed exceptions and fence materials.

Mr. McAfee stated that a draft ordinance will be brought to Council in August for consideration.

17-3867 Discuss proposed revisions to Chapter 11 (Zoning) of the Code of Ordinances to adopt Architectural Design Standards.

Mr. McAfee stated based on Council feedback from June 19, revisions were made to the architectural standards. Staff is seeking additional feedback on the material categories.

Council discussed the differences in the commercial and industrial standards, when non-conforming buildings would be required to adhere to the code standards and at what percentages, as well as some materials including metal, tile, and split face CMU.

Council agreed to proposed revisions presented except they would like to see split face CMU moved to the secondary category.

17-3878 Review and discuss a draft ordinance for a Stormwater Utility in the City of Sachse.

Mr. Peters stated staff is seeking any feedback on the draft ordinance for the Stormwater Utility before a public hearing is set. The fee will be listed within the Master Fee Schedule and the fee collected through the utility bill.

Council discussed the length of time of keeping the rate flat and where that would be indicated within the Master Fee Schedule and if there would be any circumstances where an exemption would be authorized.

No further comments were made.

17-3876 Discuss capital expansion and maintenance projects related to the Fiscal Year 2017-2018 budget.

Mr. Peters presented a draft Capital Improvement Plan (CIP) for the upcoming fiscal year. The plan is updated annually and includes past, current, and estimated future funding for capital projects. Capital projects include streets, water, sewer, drainage, and parks. Mr. Peters highlighted projects within each category including cost, funding sources of each project, and notes regarding each project. Staff is seeking feedback and will finalize the CIP based on any comments received by Council. The five year CIP will be adopted with the FY 2017-2018 budget.

Council discussed various projects including the Sachse Road/5th Street widening, the Blackburn and Ingram Road design, park expansion and rehabilitation projects, and the Muddy Creek Trail expansion.

ADJOURNMENT:

Mayor Felix adjourned the meeting at 9:57 p.m.

MIKE J FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary



City of Sachse, Texas

Legislation Details (With Text)

File #: 17-3911 **Version:** 1 **Name:** July 17, 2017 Council joint minutes with EDC.
Type: Agenda Item **Status:** Agenda Ready
File created: 7/24/2017 **In control:** City Council
On agenda: 8/7/2017 **Final action:**
Title: Approve the minutes of the July 17, 2017 joint meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [07.17.17 Minutes Joint](#)

Date	Ver.	Action By	Action	Result
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Title
July 17, 2017 joint minutes.

Background
Minutes of the July 17, 2017 joint meeting.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Approve the minutes of the July 17, 2017 joint meeting.

CITY COUNCIL OF THE CITY OF SACHSE

JOINT MEETING MINUTES

JULY 17, 2017

The City Council of the City of Sachse and the Economic Development Corporation (EDC) held a joint meeting on Monday, July 17, 2017 at 6:30 p.m. in the Emergency Operations Center at Sachse Public Safety, 3815-D Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Mayor Pro Tem Paul Watkins, Council Members Brett Franks, Charlie Ross, Bill Adams, Cullen King, and Jeff Bickerstaff. Economic Development Corporation Members Spencer Hauenstein, Lyndsey Monahan, Marcia Harris-Daniel, Michael VanBuskirk, and Niloufer Watkins. City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; Economic Development Director, Leslyn Blake; Community Development Director, Dusty McAfee; Parks and Recreation Director, Lance Whitworth; Human Resource Director, Melinda Walter; Finance Director, Teresa Savage; Police Chief, Bryan Sylvester, and Fire Chief, Marty Wade.

Mayor Felix called the meeting to order at 6:31 p.m. and declared a quorum was present of Council.

EDC President Spencer Hauenstein called the meeting to order and declared a quorum was present of the EDC.

EXECUTIVE SESSION: The City Council and Economic Development Corporation shall convene into Executive Session pursuant to the Texas Government Code, Section §551.072 Real Property: to deliberate the purchase, sale and license of real property generally located in the mid-west part of the City.

At 6:31 p.m. the City Council and EDC recessed into Executive Session.

At 7:19 p.m. the City Council and EDC reconvened back into the joint meeting.

Councilman Bickerstaff made a motion to approve the SEDC purchase of the following properties: 5804 Billingsley Street, 5704 Boone Street, 3324 5th Street, 5720 Boone Street, 5740 Boone Street, 5649 Alexander Street, and 3125 Sachse Street. Mayor Pro Tem Watkins seconded that motion and the motion was unanimously approved.

ADJOURNMENT:

At 7:22 p.m. EDC President Spencer Hauenstein adjourned the Economic Development Corporation from the meeting.

At 7:22 p.m. Mayor Felix adjourned the meeting.

MIKE J. FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary



City of Sachse, Texas

Legislation Details (With Text)

File #: 17-3912 **Version:** 1 **Name:** July 17, 2017 Council workshop minutes.
Type: Agenda Item **Status:** Agenda Ready
File created: 7/24/2017 **In control:** City Council
On agenda: 8/7/2017 **Final action:**
Title: Approve the minutes of the July 17, 2017 workshop meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [07.17.17 Minutes Workshop](#)

Date	Ver.	Action By	Action	Result
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Title
July 17, 2017 workshop minutes.

Background
Minutes of the July 17, 2017 workshop meeting.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Approve the minutes of the July 17, 2017 workshop meeting.

CITY COUNCIL OF THE CITY OF SACHSE

WORKSHOP MEETING MINUTES

JULY 17, 2017

The City Council of the City of Sachse held a workshop meeting on Monday, July 17, 2017 at 7:30 p.m. in the Emergency Operations Center (EOC) at Sachse Public Safety, 3815-D Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Mayor Pro Tem Paul Watkins, Council Members Brett Franks, Charlie Ross, Bill Adams, Cullen King, and Jeff Bickerstaff. City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; Economic Development Director, Leslyn Blake; Human Resources Director, Melinda Walter; Public Works and Engineering Director, Greg Peters; Finance Director, Teresa Savage; Finance Manager, Berna Fitzpatrick; Accountant, Karen Ramirez; Parks and Recreation Director, Lance Whitworth; Community Development Director, Dusty McAfee; Police Chief, Bryan Sylvester; and Fire Chief, Marty Wade.

Mayor Felix called the meeting to order at 7:35 p.m.

The invocation was offered by Councilman King and the pledges by Councilman Ross.

Jerry Nichols, a representative with Angie Chen Button invited everyone to attend Senior Awareness Day on August 4 from 9 a.m. to noon at the Richardson Civic Center.

FY 2017-2018 BUDGET: Discuss the preliminary 2017-2018 Fiscal Year Budget.

Mrs. Nash stated Teresa will provide an overview of the preliminary budget and that she will present supplemental requests and compensation.

Mrs. Savage presented the preliminary FY 2017-2018 budget by providing an overview of the General and Utility Funds including revenues and expenditures, an overview of the EDC preliminary budget, which included Utility Fund revenues and expenditures, and a summary comparison of each departmental budget.

Mrs. Nash presented the supplemental requests and how they align with the goals from the strategic plan and services as well as proposed compensation.

Council discussed proposed compensation, requested supplementals, and the vehicle/equipment replacement fund (VERF).

Mrs. Nash outlined the budget calendar with public hearings to occur at the August 21 and September 5 meeting and adopting the budget and tax rate at the September 18 meeting. The Council will receive the proposed budget at the August 7 meeting.

ADJOURNMENT:

At 9:14 p.m. Mayor Felix adjourned the meeting.

MIKE J. FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3881	Version:	1	Name:	September City Council Meeting Change
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	7/5/2017	In control:		In control:	City Council
On agenda:	8/7/2017	Final action:		Final action:	
Title:	Approve moving the first regular City Council meeting in September from Monday, September 4, 2017 to Tuesday, September 5, 2017.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Title

Moving the first regular City Council meeting in September from Monday, September 4, 2017 to Tuesday, September 5, 2017.

Background

The first regular meeting in September this year falls on Monday, September 4, which is Labor Day, a City observed holiday. The City Council has traditionally moved this meeting to the Tuesday following the holiday.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Approve moving the first regular City Council meeting in September to Tuesday, September 5, 2017.



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3887	Version:	1	Name:	Ordering Local Option Election
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	7/12/2017	In control:		In control:	City Council
On agenda:	8/7/2017	Final action:		Final action:	
Title:	Approve an ordinance ordering a Special Local Option Election to be held on November 7, 2017, for the purpose of legalizing the sale of all alcoholic beverages for off-premise consumption only.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance				

Date	Ver.	Action By	Action	Result
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Title

Ordering Local Option Election

Background

On April 7, 2017 an application was received by the City Secretary's office for a Local Option Election petition. A Local Option Election is initiated by petition by ten or more qualified voters. The applicant must provide proof of newspaper publication along with an affidavit with the application. Upon verification of the ten signatures (needed to proceed), the petition forms are then circulated to gather signatures, which is done by citizens or a Political Action Committee. The number of signatures is determined by the 35% of registered voters who voted in the most recent gubernatorial election. If the number of signatures is met, an election must be ordered.

The City Secretary's office orders a voter registration list from the counties as of the date the petition application is received. Once the petitions are issued, the TABC is notified. The citizens or Political Action Committee has sixty days to gather signatures. Once the petitions are turned back in, the City Secretary's office has thirty days to verify the signatures.

The number of signatures required for this petition was 1,834. The number of qualified voters' signatures verified totaled 2,103. Therefore, is sufficient to cause the City Council to order a Local Option Election.

The ordinance presented will call for the election to be held in November for the purpose of legalizing the sale of all alcoholic beverages for off-premise consumption only.

Policy Considerations

None.

Budgetary Considerations

Election expenses will come out of the budgeted FY 2017-2018 funds. No cost estimate from the counties have been received at this time.

Staff Recommendations

Approve an ordinance ordering a special Local Option Election to be held on November 7, 2017, for the purpose of legalizing the sale of all alcoholic beverages for off-premise consumption only.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, ORDERING A SPECIAL LOCAL OPTION ELECTION TO BE HELD ON NOVEMBER 7, 2017, FOR THE PURPOSE OF LEGALIZING THE SALE OF ALL ALCOHOLIC BEVERAGES FOR OFF-PREMISE CONSUMPTION ONLY; DESIGNATING LOCATION OF POLLING PLACE; ORDERING NOTICE OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; AUTHORIZING A JOINT ELECTION AGREEMENTS WITH DALLAS COUNTY AND COLLIN COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. A Special Local Option Election is hereby ordered to be held on November 7, 2017, for the purpose of legalizing the sale of all alcoholic beverages for off-premise consumption only within the City of Sachse.

SECTION 2. That the ballot for the election shall be prepared in a manner that the voters may vote “for” or “against” the following Proposition:

“The legal sale of all alcoholic beverages for off-premise consumption only.”

_____ For

_____ Against

SECTION 3. That notice of said election shall be posted in three public places within the limits of the City according to the Texas Election Code. A return of such posting shall be documented by the City Secretary. Said notice to prescribe early voting by mail, early voting places and hours of operation, and Election Day hours of operation. Publication of said notice of the election shall be in accordance with the Texas Election Code.

SECTION 4. That none but legally qualified voters shall be entitled to vote at said election. Legally qualified voters shall be those persons having a current voter registration and shall be residents of the City of Sachse according to the Texas Election Code for said municipal election.

SECTION 5. That the City Manager and City Secretary are authorized to execute agreements for a Joint Election with the Dallas County Election Department and the Collin County Election Department, and other entities that will provide for all election appointments, early voting by mail, the voting location as Sachse City Hall and hours of operation, payments for election officials, necessary election arrangements and a runoff election (if applicable).

That the City Secretary shall have the authority to approve any minor modifications as may be necessary in the best interest of the City and within the regulations of the Texas Election Code. The early voting mail clerk is: Toni Pippins-Poole, Early Voting Clerk, Dallas County Elections

Department, 2377 N. Stemmons Freeway, Suite 820, Dallas, Texas 75207. The early voting mail clerk for Collin County is: Bruce Sherbet, Main Early Voting Clerk, Collin County Elections Department, 2010 Redbud Blvd., Suite 102, McKinney, TX 75069.

SECTION 6. That the City Secretary shall present the Special Local Option Election returns to the City Council at a Council meeting for the canvassing of said election in accordance with the Texas Election Code.

SECTION 7. That the provisions of this ordinance are severable, so that the invalidity of one or more provisions shall not affect the validity of those valid portions.

SECTION 8. That this ordinance shall become and be effective immediately upon its adoption and publication as required by law, and it is accordingly so ORDAINED.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, ON THIS THE 7TH DAY OF AUGUST, 2017.

APPROVED:

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(08-01-2017/88642)



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3888	Version:	1	Name:	MDD Election Ordinance
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	7/12/2017	In control:		In control:	City Council
On agenda:	8/7/2017	Final action:		Final action:	
Title:	Approve an ordinance ordering a Special Election to be held on November 7, 2017, for the purpose of creating the City of Sachse Municipal Development District and the imposition of a sales and use tax of one-fourth of one percent for the purpose of financing development projects beneficial to the District.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance				

Date	Ver.	Action By	Action	Result
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Title

Ordering Special Election for Creating Municipal Development District (MDD)

Background

The 2017 Comprehensive Plan recommended that the City explore allocating its remaining quarter cent sales tax for park and other related projects. Therefore, the City Council, at its June 19th regular meeting, following a detailed presentation and informed discussion, directed staff to proceed in preparing an election order for a Municipal Development District to focus primarily on Park related projects at the next uniform election date in November. This remaining quarter cent must be approved by the voters.

Policy Considerations

None.

Budgetary Considerations

Election expenses will come out of the budgeted FY 2017-2018 funds. No cost estimate has been received from the counties at this time.

Staff Recommendations

Approve an ordinance ordering a Special Election to be held on November 7, 2017, for the purpose of creating the City of Sachse Municipal Development District and the imposition of a sales and use tax of one-fourth of one percent for the purpose of financing development projects beneficial to the District.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, ORDERING A SPECIAL ELECTION TO BE ON HELD ON NOVEMBER 7, 2017, FOR THE PURPOSE OF CREATING THE CITY OF SACHSE MUNICIPAL DEVELOPMENT DISTRICT AND THE IMPOSITION OF A SALES AND USE TAX OF ONE-FOURTH OF ONE PERCENT FOR THE PURPOSE OF FINANCING DEVELOPMENT PROJECTS BENEFICIAL TO THE DISTRICT; PROVIDING FOR THE PUBLICATION AND POSTING OF NOTICE; PROVIDING FOR EARLY VOTING; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 377 of the Local Government Code provides that a municipality may call an election on the question of creating a municipal development district to plan, acquire, establish, develop, construct, or renovate one or more development projects beneficial to the district; and

WHEREAS, Chapter 377 of the Local Government Code provides that a municipality may create a municipal development district that includes the incorporated limits of the municipality including the municipality's extraterritorial jurisdiction; and

WHEREAS, the City Council of the City of Sachse, Texas, herein orders a special election to be held on November 7, 2017, for the purpose of creating the City of Sachse Municipal Development District ("District") and to authorize an additional sales tax at the rate of one-fourth of one percent to fund projects beneficial to the District in accordance with Chapter 377 of the Local Government Code.

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

SECTION 1. That a special election is hereby ordered to be held on Tuesday, November 7, 2017, for the purpose of voting on the creation of a Municipal Development District to be named the "City of Sachse Municipal Development District" which boundaries shall include the incorporated City limits of Sachse, Texas, and which boundaries shall automatically conform to any changes in the corporate boundaries of the City.

SECTION 2. That the ballot for the election for the creation of the District and the additional sales and use tax shall be prepared in a manner that the voters may vote "for" or "against" the following Proposition:

"Authorizing the creation of the City of Sachse Municipal Development District and the imposition of a sales and use tax at the rate of one-fourth (1/4) of one percent for the purpose of financing development projects beneficial to the district."

_____ For

_____ Against

SECTION 3. That notice of said election shall be posted in three public places within the limits of the City according to the Texas Election Code. A return of such posting shall be documented by the City Secretary. Said notice to prescribe early voting by mail, early voting places and hours of operation, and Election Day hours of operation. Publication of said notice of the election shall be in accordance with the Texas Election Code.

SECTION 4. That none but legally qualified voters shall be entitled to vote at said election. Legally qualified voters shall be those persons having a current voter registration and shall be residents of the City of Sachse according to the Texas Election Code for said municipal election.

SECTION 5. That the City Manager and City Secretary are authorized to execute agreements for a Joint Election with the Dallas County Election Department and the Collin County Election Department, and other entities that will provide for all election appointments, early voting by mail, the voting location as Sachse City Hall and hours of operation, payments for election officials, necessary election arrangements and a runoff election (if applicable).

That the City Secretary shall have the authority to approve any minor modifications as may be necessary in the best interest of the City and within the regulations of the Texas Election Code. The early voting mail clerk is: Toni Pippins-Poole, Early Voting Clerk, Dallas County Elections Department, 2377 N. Stemmons Freeway, Suite 820, Dallas, Texas 75207. The early voting mail clerk for Collin County is: Bruce Sherbet, Main Early Voting Clerk, Collin County Elections Department, 2010 Redbud Blvd., Suite 102, McKinney, TX 75069.

SECTION 6. That the provisions of this ordinance are severable, so that the invalidity of one or more provisions shall not affect the validity of those valid portions.

SECTION 7. That this ordinance shall become and be effective immediately upon its adoption and publication as required by law, and it is accordingly so ORDAINED.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, ON THIS THE 7TH DAY OF AUGUST, 2017.

APPROVED:

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(08-01-2017/88642)



City of Sachse, Texas

Legislation Details (With Text)

File #: 17-3889 **Version:** 1 **Name:** Oncor Rate Case
Type: Agenda Item **Status:** Agenda Ready
File created: 7/13/2017 **In control:** City Council
On agenda: 8/7/2017 **Final action:**
Title: Approve a resolution denying the rate application and consolidation proposed by Oncor.
Sponsors:
Indexes:
Code sections:
Attachments: [Resolution](#)

Date	Ver.	Action By	Action	Result
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Title
Oncor Rate Change

Background

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on March 17, 2017 to change rates with cities retaining original jurisdiction. Oncor sought to increase system-wide transmission and distribution rates by \$317 million or approximately 7.5% over present revenues. Oncor asked the City to approve an 11.8% increase in residential rates and a 0.5% increase in street lighting rates. If that was approved, a residential customer using 1000 kWh per month would see a bill increase of about \$6.68 per month.

The resolution presented for consideration at the April 3, 2017 Council meeting suspended the April 21, 2017 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue. The City Council approved this resolution.

The Steering Committee's attorneys are now advising the cities deny the rate change due to the numerous unreasonable expenses and propose significant reductions to the Company's request. Accordingly, the Steering Committee's attorneys recommend that all members adopt the Resolution denying the rate change. Once the Resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas where the appeal will be consolidated with Oncor's filing (i.e. PUC Docket No. 46957) currently pending at the Commission. Under the law, cities with original jurisdiction over this matter have 125 days from the initial filing to take final action on the application. By the agreement of the parties, this deadline was suspended until August 19, 2017. As such, all cities with original jurisdiction, such as the City of Sachse, need to adopt the resolution no later than August 19, 2017.

Policy Considerations

None.

Budgetary Considerations

Unknown at this time.

Staff Recommendations

Approve a resolution of the City of Sachse, Texas denying the rate application and consolidation proposed by Oncor.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SACHSE, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S ("ONCOR" OR "COMPANY") APPLICATION TO CHANGE 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.

WHEREAS, the City of Sachse, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"), a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about March 17, 2017, Oncor filed with the City an application to increase system-wide transmission and distribution rates by \$317 million or approximately 7.5% over present revenues. The Company asks the City to approve an 11.8% increase in residential rates and a 0.5% increase in street lighting rates; and

WHEREAS, the Steering Committee is coordinating its review of Oncor's application and working with the designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, the Steering Committee's consultants determined that Oncor's proposed rates are excessive; and

WHEREAS, the Steering Committee's members and attorneys recommend that members deny the Application; and

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

Section 1. That the rates proposed by Oncor to be recovered through its electric rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 2. That the Company shall continue to charge its existing rates to customers within the City.

Section 3. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution.

Section 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. That a copy of this Resolution shall be sent to Oncor, Care of Howard Fisher, Oncor Electric Delivery Company, LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this 7TH day of August, 2017.

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

APPROVED AS TO FORM:

Pete Smith, City Attorney



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3908	Version:	1	Name:	Dallas County Road & Bridge Interlocal Agreement
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	7/20/2017	In control:		In control:	City Council
On agenda:	8/7/2017	Final action:		Final action:	
Title:	Approve a resolution approving the Master Interlocal Agreement for transportation-related road and bridge maintenance between the City and Dallas County.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Sachse Cover Letter Resolution Sachse MASTER ILA 2017				

Date	Ver.	Action By	Action	Result
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Title

Interlocal Agreement between the City and Dallas County for road and bridge-related maintenance within the jurisdictional limits of the City of Sachse.

Background

In 2013 the City of Sachse entered into a Master Interlocal Agreement for road and bridge-related maintenance with Dallas County. This current agreement is set to expire on December 31, 2017.

Dallas County has prepared a new Master Interlocal Agreement in order to continue the ongoing relationship for road and bridge maintenance. If approved, the new ILA will expire on December 30, 2022.

The Master ILA provides the terms by which the City of Sachse is able to partner with Dallas County on the funding of many key maintenance projects, including asphalt resurfacing, road striping, traffic signal improvements, and bridge repairs. The Master ILA provides a method by which a 50/50 funding match between the City and County is used to fund these projects.

Historically, Dallas County and the City of Sachse also execute a Project Specific Agreement for each road and bridge maintenance project requested by the city which exceeds \$5,000.00 in cost. Each project specific agreement is brought to the City Council for approval prior to construction taking place.

Policy Considerations

Approval of this Supplemental Interlocal Agreement will continue the partnership between the City of Sachse and Dallas County for assistance in the maintenance roadways within the City of Sachse.

Budgetary Considerations

The City of Sachse can realize cost savings for road and bridge maintenance by partnering with Dallas County with a 50/50 match.

Staff Recommendations

Approve a resolution approving the Master Interlocal Agreement for transportation-related road and bridge maintenance between the City and Dallas County within the jurisdictional limits of the City of Sachse.



DALLAS COUNTY PUBLIC WORKS

Greg Peters
Director of Public Works
City of Sachse
3815 B Sachse Road
Sachse, Texas 75048

July 18, 2017

Re: Dallas County Master Interlocal Agreement Governing Co-Sponsored and/or
Co-Funded Road & Bridge Maintenance Projects

Dear Mr. Peters:

Dallas County is very proud of the successful Road and Bridge Master Interlocal Agreements (R&B ILA) partnership with the communities in the County, especially Sachse. **The current agreement is set to expire soon on December 31, 2017.** We are updating the R&B ILAs prior to that deadline so we can continue to partner on projects co-sponsored and/or funded with our municipal partners without interruption. To this end, we have drafted a Master Interlocal Agreement which sets out our respective responsibilities, obligations, expectations, and duration when undertaking qualified road maintenance activities. **This agreement will provide for continued partnership on these types of projects until December 30, 2022.**

Having an updated master interlocal agreement in place is critical to timely action when joint maintenance road projects are needed. Please review the attached proposed agreement as soon as possible. If it meets with your approval, please present it to your local governing body (i.e. City Council) for its consideration and adoption. Then return the adopted agreement to my attention for presentation to the Dallas County Commissioners Court. We are trying to get the locally approved documents back in time to finalize before the December 31, 2017 deadline.

We appreciate your timely consideration of this matter. Should you have questions, comments or concerns, please contact Jack Tidwell, Procurement and Outreach Manager at 214-653-7172 or via email at jack.tidwell@dallascounty.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Alberta L. Blair".

Alberta L. Blair, P.E.
Director of Public Works

Attachment (Master Road & Bridge Interlocal Agreement)

cc: Mike Felix, Mayor
Gina Nash, City Manager
Antoinette Bacchus, P.E., Assistant Director of Public Works
Mike Cantrell, Commissioner, Road and Bridge District 2
Traci Enna, Administrative Assistant
Sherri Turner, Assistant District Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE MASTER INTERLOCAL AGREEMENT FOR THE PURPOSE OF TRANSPORTATION-RELATED MAINTENANCE, BETWEEN THE CITY OF SACHSE, TEXAS, AND DALLAS COUNTY, TEXAS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sachse, Texas has a policy of providing safe and effective roadways throughout the City; and

WHEREAS, on or about May 20, 2013, Dallas County, Texas and the City of Sachse, Texas entered into a Master Interlocal Agreement, whereby Dallas County, Texas agreed to provide partial funding for certain duly qualified “Type B” road and bridge maintenance projects, said projects situated within the territorial limits and jurisdiction of the City; and

WHEREAS, said current Master Interlocal Agreement will expire on December 31, 2017; and

WHEREAS, Dallas County has presented the City of Sachse with a new Master Interlocal Agreement to continue the partnership through December 30, 2022; and

WHEREAS, this Master Interlocal Agreement by and between the City of Sachse and Dallas County benefits the citizens of the City of Sachse through funding important road and bridge maintenance in the City of Sachse;

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

SECTION 1. The terms, provisions, and conditions of the Master Interlocal Agreement for transportation-related maintenance, a copy of which is attached hereto as Exhibit “A”, be and the same are hereby approved.

SECTION 2. The City Manager is hereby authorized to execute the Master Interlocal Agreement for transportation-related maintenance on behalf of the City, and any amendments or other instruments related thereto.

SECTION 3. 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 _____ day of _____, 2017.

CITY OF SACHSE, TEXAS

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

**MASTER INTERLOCAL AGREEMENT
BETWEEN DALLAS COUNTY AND THE CITY/TOWN OF SACHSE
PERTAINING TO TRANSPORTATION-RELATED MAINTENANCE ON OR ABOUT
CERTAIN DESIGNATED ROADWAYS SITUATED WITHIN THE TERRITORIAL
LIMITS OF THE CITY/TOWN OF SACHSE**

This Master Interlocal Agreement (“Master Agreement”) is made by and between Dallas County, Texas (hereinafter “County”) and the City/Town of Sachse, Texas (hereinafter “City/Town” refers to the applicable City or Town, which is a party to this Master Agreement) acting by and through their duly authorized representatives and officials, for the purpose of Transportation Improvements on roads inside Dallas County.

WHEREAS, pursuant to Court Order _____, dated _____, County Commissioners Court approved participation in Transportation Projects within the City/Town of Sachse; and

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

WHEREAS, the County and the City/Town desire to enter into an Interlocal Agreement (hereinafter “Master Agreement”) for the purpose of jointly coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified “Type B” Roadways, also situated wholly within the territorial limits of the City/Town; and

WHEREAS, the County and the City/Town desire to enter into a Master Agreement for the purpose of jointly coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified “Type C” Roadways, also situated wholly within the territorial limits of the City/Town; and

WHEREAS, the County and the City/Town desire to enter into a Master Agreement for the purpose of the City/Town retaining and authorizing County, through its Road & Bridge forces, to maintain and/or improve various “Type E” Roadways, situated wholly within the territorial limits of the City/Town; and

WHEREAS, the County and the City/Town desire to enter into a Master Agreement for the purpose of the City/Town authorizing and retaining County, through its Road & Bridge forces, to perform minor transportation-related improvements and/or maintenance services, including but not limited to pothole repair, cleaning and clearing of drainage culverts, roadway debris removal, and the like, which services do not fall squarely within the purview of “Type B” or “Type E” Roadway Projects, such projects to be performed on or about public roadways and alleyways situated wholly within the territorial limits of the City/Town; and

WHEREAS, this collaboration between the County and the City/Town is consistent with Strategy 4.2 of Dallas County’s Administrative Plan in that it fosters partnership between the County and local cities therein on local transportation projects;

NOW THEREFORE, THIS AGREEMENT is hereby made and entered into between the County and the City/Town for the mutual consideration stated herein:

I. DEFINITIONS

The following definitions are incorporated by reference into this agreement for all purposes.

1. Type B: Improvements and maintenance of thoroughfares and bridges of major cross-county importance which are either existing or proposed. The Regional Thoroughfare Plan for North Central Texas Council of Governments will be used as a guide to determine which thoroughfares are of major cross-county importance.
2. Type C: Improvements and maintenance of thoroughfares which are affected by state highway programs, planning and policies, including right-of-way, curb and gutter, and storm sewer projects that participate with state department of highways and public transportation as designated by the state as being part of the state highway system.
3. Type E: Improvements and maintenance of streets, alleys, roads, bridges and drainage facilities for a local governmental entity as defined under Chapter 791 of the Texas Government Code.

II. PURPOSE

City/Town has requested in the past, and will likely request in the foreseeable future (1) that the County participate in the funding of, certain roadway improvements and/or maintenance projects (“projects”) on the City/Town’s street system, which projects shall be duly qualified “Type B” Roadway Projects; (2) that County participate in the funding of, certain roadway improvements and/or maintenance projects (“projects”) on the City/Town’s street system, which projects shall be duly qualified “Type C” Roadway Projects; (3) that the County provide certain roadway improvements and/or maintenance services (“projects”) on the City/Town’s street system, which projects shall be duly qualified “Type E” Roadway Projects; or (4) that the County, through its Road & Bridge forces, perform certain minor transportation-related improvements and/or maintenance services on or about the City/Town’s streets and alleyways, which do not fall squarely within the collaborations contemplated by either of the aforementioned. The terms and conditions set forth herein provide the cooperative framework for the County and the City/Town to jointly undertake one or more of these transportation-related maintenance projects upon public roadways situated wholly within the incorporated and territorial jurisdiction of the City/Town.

Each roadway maintenance project commenced hereunder shall be fully and specifically set forth and described in a separate Project Specific Agreement (“PSA”), and shall be approved by specific order of the Dallas County Commissioners Court, as well as the governing body of the City/Town.

Projects undertaken pursuant to this Agreement are for the benefit of the City/Town and the County, and not the purposeful benefit of any third parties. It is the express intention of the

City/Town and the County that any person or entity, other than the City/Town or the County, receiving services or benefits hereunder shall be deemed incidental beneficiaries only.

Nothing herein shall be construed so as to prevent the County and the City/Town from collaborating and working jointly, without prior and formal approval of their respective governing bodies, in cases of national, state or local emergencies or natural disasters.

III. CITY/TOWN'S CONTRIBUTION

For duly qualified "Type B" and "Type C" Roadway Projects contemplated hereunder, the City/Town shall be responsible for the total funding and payment for the roadway maintenance services, less any amounts contributed by the County, which contributions, if any, may not exceed fifty percent (50%) of the total project costs, and may be made through commitment of financial resources or in-kind services, i.e. use of County's labor, equipment and/or materials.

For all other projects contemplated hereunder, the City/Town shall be responsible for one hundred percent (100%) of the funding for services provided in whole or in part through the use of County Road & Bridge personnel, equipment and/or materials.

All expenditures herein undertaken by the City/Town or the County for the performance of these government functions shall be made from current revenues available to them.

IV. CITY/TOWN'S OBLIGATIONS

Prior to the commencement of any project hereunder, the City/Town shall clearly detail the location, scope and nature of the services it desires performed. Should the City/Town desire that the County, through deployment of its Road & Bridge workforces, perform such services, the County shall prepare a written and detailed proposal for the City/Town's consideration and approval, indicating all work to be performed by the County, and at what costs and expense to the City/Town. Before any such work commences, the City/Town and the County must have a clear and mutual understanding of the scope of services to be provided by the County and the costs associated with each such project. Said mutual understanding shall be evidenced by written documentation, i.e. project specific agreements, which shall only be binding once approved by the County and the governing body of the City/Town.

For all projects wherein the County is obligated to provide improvements and/or maintenance services, immediately upon the County's commencement of work duly authorized by them, the City/Town shall set aside, segregate and escrow for the County's benefit, the full agreed amount for costs and expenses for each project undertaken. County may elect to bill against segregated funds on a monthly basis for services performed during the course of the month, or it may bill against the segregated funds in full once a project is completed. In either event, the County shall be paid promptly, and in full once the project is completed.

Where required by the nature of the projects undertaken, the City/Town, at its own expense, shall be responsible for the following: (1) informing the public of the proposed maintenance or construction activity regarding the project; (2) acquiring any right-of-way necessary to complete

the project under consideration; (3) locating all manholes, water valves, and other utilities within the project; (4) making or causing to be made, all utility relocations or adjustments necessary for the execution and completion of the project; (5) remediating any hazardous or regulated materials, or other environmental hazards on or near the project site; and (6) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the project to be completed in a timely and safe manner. City/Town agrees to accomplish these functions, if required by projects under consideration, in a timely and efficient manner to ensure that such activity will not delay the County's timely performance of its improvements and/or maintenance activities.

City/Town agrees to permit the County, at the County's expense, to conduct routine special studies of traffic conditions within the City/Town, which studies may include traffic counts, measurements of speeds, delays, congestion, etc.

V. COUNTY'S CONTRIBUTION

For all projects contemplated hereunder, the County shall contribute as follows:

1. For all duly qualified "Type B" and "Type C" Roadway Projects, the County shall contribute an amount not to exceed fifty percent (50%), which contribution may be through pledge and commitment of County Road and Bridge funds, use of County Road and Bridge personnel and/or equipment, or a combination of the two.
2. For all other duly qualified projects, the County's contribution hereunder shall be limited solely to supplying labor, materials and/or equipment necessary to provide improvements and/or maintenance services, all of which shall be provided at the City/Town's, or another funding source's, expense.

VI. COUNTY'S OBLIGATIONS

County shall not undertake performance of any project hereunder, until such time as same has been specifically approved per the protocol set forth in Section II., as listed above and incorporated herein by reference. Once so approved, if called upon to do so, the County shall perform all services contemplated hereunder in a good and workmanlike manner. Further, the County shall not assign its rights, or delegate its duties and obligations hereunder to any third party without prior written approval of the City/Town. Nothing herein shall be construed to prohibit the County from using subcontractors, where reasonably necessary, to aid in the completion of projects.

Should the County, in executing any project contemplated hereunder, encounter adverse conditions unforeseen by the City/Town or the County, the County shall immediately bring same to the attention of the City/Town, and await direction and guidance from the City/Town on the resolution of same. Where reasonably required by nature of the unknown condition, the County may cease performance hereunder until such time as adverse conditions are rectified or remedied by the City/Town, and such delay shall not constitute a material breach of this Agreement.

VII. TERM

The initial term of this Agreement shall be from the date of last execution by any required signatory party hereto until December 30, 2022. However, either party hereto, shall have the absolute right to terminate this Agreement, without cause, at any time, upon providing sixty (60) days written notice to the other party. If necessary, notice of termination shall be tendered consistent with the notice provisions and protocol, which is stated below and incorporated herein by reference.

VIII. LIABILITY

County and City/Town agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Master Agreement, without waiving any governmental/sovereign immunity available to the County or the City/Town or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other 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.

IX. FISCAL FUNDING

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of County funding for each item and obligation contained herein. City/Town shall have no right of action against the County as regards this Master Agreement, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of City/Town funding for each item and obligation contained herein. County shall have no right of action against the City/Town as regards this Master Agreement, specifically including any funding by City/Town of the Project in the event that the City/Town is unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City/Town, at its sole discretion, may provide funds from a separate source or terminate this Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

X. MISCELLANEOUS PROVISIONS

A. **Entire Agreement.** This Master Agreement and any attachments hereto, set forth the entire agreement between the parties respecting the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, whether oral or in writing, between the parties respecting the same.

B. **Applicable Law.** This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and exclusive venue shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Agreement is expressly made subject to the County's and the City/Town's Governmental and/or Sovereign Immunity, pursuant to Title 5 of Texas Civil Practice and Remedies Code, and all applicable State of Texas and federal laws.

C. **Severability.** If any term, covenant, condition or provision of this Master Agreement shall be declared invalid, illegal, or unenforceable in any respect by a tribunal of competent jurisdiction, the remaining terms, covenants, conditions, and provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

D. **Not an Agent.** County and City/Town mutually agree that neither entity acting hereunder shall be considered an agent of the other, and that each entity is responsible, if at all, for its own acts, forbearance, and deeds.

E. **Venue.** This Master 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 Dallas County, Texas.

F. **Amendment.** This Master Agreement may be supplemented and/or amended at any time through the mutual consent of both the County and the City/Town, so long as all amendments, changes, revisions, and discharges of this Master Agreement, in whole or in part, are reduced to writing and executed by the parties thereto.

G. **Notice.** All notices, requests, demands, and other communication under this Master Agreement shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:
Director of Public Works
411 Elm Street, Fourth Floor
Dallas, Texas 75202

CITY/TOWN:
Greg Peters
City of Sachse
3815 B Sachse Road
Sachse, Texas 75048

H. **Counterparts.** This Master 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. **Headings.** The headings and titles used herein are for sake of convenience only, and are not intended to affect the interpretation or construction of such provisions.

J. **Contingent.** This Master Agreement is expressly contingent upon formal approval by the Dallas County Commissioners Court and the governing body of the City/Town of Sachse, Texas.

The City/Town of Sachse, State of Texas, has executed this Master Agreement pursuant to duly authorized City/Town Council Action on the ____ day of _____, 2017.

The County of Dallas, State of Texas, has executed this Master Agreement pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2017.

Executed this the _____ day of _____, 2017.

Executed this the _____ day of _____, 2017.

CITY/TOWN OF SACHSE:

COUNTY OF DALLAS:

CITY/TOWN MANAGER

CLAY LEWIS JENKINS
COUNTY JUDGE

ATTEST:

CITY/TOWN SECRETARY

APPROVED AS TO FORM:

APPROVED AS TO FORM:*
FAITH JOHNSON
DISTRICT ATTORNEY

Assistant City Attorney

Sherri Turner
Assistant District Attorney

*By law, the 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 on behalf 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).



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3880	Version:	1	Name:	ILA Dallas County - Food Establishment Inspection
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	7/5/2017	In control:		In control:	City Council
On agenda:	8/7/2017	Final action:		Final action:	
Title:	Approve an Interlocal Agreement renewing the Food Establishment Inspection and Environmental Health Services between Dallas County, on behalf of Dallas County Health and Human Services, and the City of Sachse.				

Sponsors:

Indexes:

Code sections:

Attachments: [Interlocal Agreement](#)

Date	Ver.	Action By	Action	Result
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Title

Interlocal Agreement for Food Establishment Inspection and Environmental Health Services

Background

This Interlocal Agreement is renewed on an annual basis and requires City Council approval. As indicated in the Agreement, Dallas County will perform a minimum of two inspections for each food establishment and any additional follow-up inspections. The City will collect and submit to Dallas County a minimum of \$150 from each food establishment and \$75 for each additional follow-up inspection. Additionally, the Agreement also addresses the environmental health services associated with vector and/or mosquito control through ground applications. This agreement is effective October 1, 2017 through September 30, 2018.

Policy Considerations

This Agreement includes two separate services-Food Establishment Inspections and Environmental Health Services. Both are described below:

Food Establishment Inspections

The City of Sachse simply acts as a collection agent for fees associated food establishment inspections. The food establishment pays the fee directly to the City of Sachse and the City then remits the money to Dallas County on an annual basis.

Environmental Health Services

Environmental Health Services address Vector and/or Mosquito Control. These services only include ground application services upon written request by the City of Sachse to Dallas

County. Ground application services are limited to ground spraying of pesticides by County vehicles ("adulticiding") and application of larvacide to standing water.

Budgetary Considerations

None.

Staff Recommendations

Approve an Interlocal Agreement renewing the Food Establishment Inspection and Environmental Health Services between Dallas County, on behalf of Dallas County Health and Human Services, and the City of Sachse.

STATE OF TEXAS	§	INTERLOCAL AGREEMENT FOR FOOD
	§	ESTABLISHMENT INSPECTION AND
	§	ENVIRONMENTAL HEALTH SERVICES BETWEEN
	§	DALLAS COUNTY, ON BEHALF OF DALLAS
COUNTY OF DALLAS	§	COUNTY HEALTH AND HUMAN SERVICES, AND
	§	CITY OF SACHSE

1. PARTIES

This Interlocal Agreement ("Agreement") is made by and between the City of Sachse, Texas ("City"), a Texas municipal corporation, and Dallas County, Texas ("County"), on behalf of Dallas County Health and Human Services ("DCHHS"), a governmental entity, pursuant to the authorities granted by Texas Local Government Code Chapter 791, Interlocal Cooperation Act, Texas Health and Safety Code Chapters 437, Food and Drug Health Regulations, and 121, Local Regulation of Public Health, along with 25 Texas Administrative Code, Chapter 229, and any other applicable laws, as well as the City ordinance for inspection services of food establishments within City's jurisdiction and other environmental health services to City.

2. TERM

This Agreement is effective from October 1, 2017 through September 30, 2018 unless otherwise stated in this Agreement.

3. INSPECTION SERVICES AND REQUIREMENTS

- A. County will perform a minimum of two (2) inspections per Agreement Term of each food establishment for which the City has submitted an inspection request and for which a fee has been collected from the said food establishment;
- B. Additional follow-up inspections will be performed as deemed necessary by County;
- C. Any additional request for follow-up inspections by City of food establishments, including food establishments that are closed due to non-compliance with the State and other applicable rules and regulations will be charged additional fees;
- D. Each food establishment inspection will be made by a Registered Professional Sanitarian employed by DCHHS, in compliance with all state laws and regulations;
- E. An examination of the following will be made during each inspection: food and food protection; personnel; food equipment and utensils; water source; sewage; plumbing; toilet and hand-washing facilities; garbage and refuse disposal; insect, rodent, and animal control; floors, walls, and ceiling; light; ventilation; and other operations.

4. BUDGET AND PAYMENT TO COUNTY

- A. City will collect and submit to the County a minimum of One Hundred Fifty and 00/100 Dollars (\$150.00) per Agreement Term.
- B. Beginning with the third food establishment inspection, City will pay a Seventy Five

and 00/100 Dollars (\$75.00) fee for each additional inspection requested by City.

- C. City will collect Seventy Five and 00/100 Dollars (\$75.00) to be paid to the County for a re-opening or inspection fee of a food establishment that has been closed due to non-compliance of Chapter 437 of the Texas Health and Safety Code, or any other state rules and regulations.
- D. The fees are subject to change, upon prior written notice to City, if additional cost is associated with the services under this Agreement
- E. City shall pay County the stipulated fees within thirty (30) days of the monthly request for payment, or if County fails to make the payment request, then City shall pay the stipulated fees no later than the last date of this Agreement Term. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

5. OTHER ENVIRONMENTAL HEALTH SERVICES

- A. Upon written request from City, County will respond to Vector and/or Mosquito Control complaints. Ground application services will include spraying for adult mosquitoes ("adulticiding"), and treating standing water ("larvaciding") services.
- B. In the event aerial spraying is needed to control St. Louis Encephalitis or West Nile virus throughout the County, City will have the option to participate in the County's emergency aerial mosquito spraying plan. Should City agree to participate in the plan, City must provide written notice to County and agree to the following:
 - 1) Indicate the areas and amount of acres to be sprayed; and
 - 2) Pay City's proportioned share of the cost based upon the number of acres to be sprayed multiplied by the per-acre spraying cost.

6. RECORDS

City shall have the sole responsibility of responding to requests for records of food inspection results produced under this Agreement. County will make its best effort to forward any requests for such records that it received to City within three business days after County's receipt of such requests.

7. TERMINATION

- A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) days prior written notice to the other party;
- B. With Cause: The County reserves the right to terminate the Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:
 - 1) Lack of, or reduction in, funding or resources;
 - 2) Non-performance;
 - 3) City's improper, misuse or inept use of funds or resources; and/or

- 4) City's submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.

8. CITY ORDINANCE

In order for this Agreement to be valid, the City must have or adopt a City ordinance that provides for the inspection of food establishments by a Registered Professional Sanitarian. City must require the payment of a fee(s) by each food establishment. Ordinance enforcement shall be the responsibility of the City.

9. INDEMNIFICATION

County and City, including their respective employees and elected officials, agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City under Texas and other applicable laws, and without waiving any available defenses under Texas and other applicable laws. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

10. INSURANCE

City agrees that it will at all times during the term of this Agreement maintain in full force and effect insurance, or self-insurance, to the extent permitted by applicable law under a plan of self-insurance, that is also maintained in accordance with sound accounting practices. It is expressly agreed that City will be solely responsible for all cost of such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage.

11. NOTICE

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

COUNTY

Zachary Thompson, Director
Dallas County Health & Human Svcs.
2377 N. Stemmons Frwy., Suite 600
Dallas, Texas 75207-2710

CITY OF SACHSE

Gina Nash, City Manager
City of Sachse
Attn: Billy Ho
3815 Sachse Road, Building #B
Sachse, TX 75048

12. ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including any Exhibits and Attachments, constitutes the entire agreement between the parties and supersedes any other agreements concerning the subject matter of this transaction,

whether oral or written. No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties.

13. COUNTERPARTS, NUMBER/GENDER AND HEADINGS

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. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

14. SEVERABILITY

If any provision of this Agreement is construed to be illegal, invalid, void or unenforceable, this construction will not affect the legality or validity or any of the remaining provisions. The unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

15. FISCAL FUNDING CLAUSE

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 not have a 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 prior to the end of its fiscal year.

16. DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Both parties have a duty to mitigate damages.

17. IMMUNITY

This Agreement is expressly made subject to City's and County's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that City or County has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.

18. COMPLIANCE OF LAWS AND VENUE

In providing services required by this Agreement, City and County must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and venue shall lie exclusively in Dallas County, Texas.

19. RELATIONSHIP OF PARTIES

City is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or employee of County. City and County agree and acknowledge that each entity shall be responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.

20. SIGNATORY WARRANTY

City and County represent that each has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions, and that the execution and delivery of Agreement have been made by authorized representatives of the parties to validly and legally bind the respective parties to all terms, performances and provisions set forth in this Agreement.

<signatures appear on following page>

COUNTY:

CITY:

BY: Clay Lewis Jenkins
County Judge

BY: _____
City Manager

DATE: _____

DATE: _____

Recommended:

BY: Zachary Thompson
Director, DCHHS

BY: _____
Title: _____

Approved as to Form*:

Approved as to Form:

FAITH JOHNSON
DISTRICT ATTORNEY

BY: Melanie Barton
Assistant District Attorney

BY: _____
Title: _____

*By law, the 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 on behalf 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).



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3914	Version:	1	Name:	City of Garland Health Dept. Service Agreement
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	7/26/2017	In control:		In control:	City Council
On agenda:	8/7/2017	Final action:		Final action:	
Title:	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.				

Sponsors:

Indexes:

Code sections:

Attachments: [Professional Services Agreement](#)

Date	Ver.	Action By	Action	Result
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Title

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.

Background

In 2011, the City partnered with the City of Garland Health Department through an Interlocal Agreement for two years to provide said services. In 2013 and 2015, the agreement was renewed and extended for an additional two years. It should be noted that this agreement does not suggest that the contract and relationship be altered with DCHHS for the food establishments, childcare centers, vector control, and the continuation to regulate on-site sewage facilities. This agreement would complement those services already in place with DCHHS.

The City of Sachse continues to use Dallas County Health and Human Services (DCHHS) to provide all environmental health services for food establishments, childcare centers, vector control, as well as regulating on-site sewage facilities in the City of Sachse. This also includes assistance with communicable disease investigations and control for all vaccine preventable disease.

Policy Considerations

The purpose of this Professional Services Agreement is to establish an agreement with the City of Garland and the City of Sachse for Garland Health Department to be our Local Health Authority for the City of Sachse. Garland Health Department would provide communicable disease investigations and control for all vaccine preventable disease and enteric illnesses identified within the City of

Sachse for its citizens. The City of Garland Health Department will make available to the citizens of Sachse all immunizations and Well Child services offered to the residents of Garland at the same fees as required of Garland residents. This includes providing notifications of all occurrences of foodborne illness outbreaks, reportable communicable diseases as they pertain to food service establishments and childcare centers, and all cases of mosquito-borne illnesses that occur in the City of Sachse, to DCHHS Environmental Health Divisions.

Budgetary Considerations

The cost for this service will be \$1,200.00 (one thousand and two hundred dollars) per year and will be funded in the FY17-18/19 budget by the Fire Department.

Staff Recommendations

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.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“**AGREEMENT**”) is entered into by and between the City of Sachse, Texas and the City of Garland, Texas acting by and through their authorized representatives.

RECITALS:

WHEREAS, the **City of Sachse** and the **City of Garland** entered into a Professional Services Agreement on or about the 1st day of October, 2017, for the purposes of the **City of Garland** providing Public Health Services (**PHS**) for the **City of Sachse** citizens; and

WHEREAS, the **AGREEMENT** provides for the City of Garland Health Department to provide Immunizations and Communicable Disease Investigation Services for Sachse. The fee for these services is \$1,200.00 payable to the City of Garland by quarterly payments per year. Additionally the City of Sachse agrees to appoint Dr. Timothy Lambert M.D., as Sachse’s Health Authority until contract termination or expiration. City of Sachse residents are responsible for co-pays attached in “Exhibit A” upon delivery of services. The services shall be provided at locations deemed by the City of Garland.

WHEREAS, the **AGREEMENT** is scheduled to terminate on September 30, 2019 unless renewed by both parties.

NOW, THEREFORE, the Parties hereby agree as follows: Nothing in this agreement shall be construed to restrict the authority of the City of Sachse over its health or environmental programs or limit the operations or services of these programs.

ASSURANCES The City of Garland shall operate and supervise the program.

ACCESS TO RECORDS

The City of Garland agrees that upon request that books and records pertaining to the City of Sachse citizens’ services will be available. Both parties agree to all applicable confidentiality provisions as mandated by federal and state law.

TERMINATION

- A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon (30) calendar days prior written notice to the other party.
- B. With Cause: Either party may terminate the Agreement immediately, in whole or part, at its sole discretion, by written notice to the other party for the following reasons:

1. Lack of or reduction in funding or payment;
2. Non-performance of services;

EXECUTED this _____ day of _____, 2017

CITY OF SACHSE, TEXAS

By: _____
GINA NASH, City Manager

ATTEST:

By: _____
MICHELLE LEWIS SIRIANNI, City Secretary

EXECUTED this _____ day of _____, 2017

CITY OF GARLAND, TEXAS

By: _____
BRYAN BRADFORD, City Manager

ATTEST:

By: _____
RENE DOWL, City Secretary



City of Sachse, Texas

Legislation Details (With Text)

File #: 17-3915 **Version:** 1 **Name:** Monthly Budget Report August 2017
Type: Agenda Item **Status:** Agenda Ready
File created: 7/28/2017 **In control:** City Council
On agenda: 8/7/2017 **Final action:**
Title: Accept the Monthly Revenue and Expenditure Report for the period ending June 30, 2017.
Sponsors:
Indexes:
Code sections:
Attachments: [Monthly Rev and Exp 06-30-17](#)
[Sales Tax Analysis August 2017](#)

Date	Ver.	Action By	Action	Result
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Title

Monthly Revenue and Expenditure Report for the period ending June 30, 2017.

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, and Sachse Economic Development Corporation for the period ended June 30, 2017, and an analysis of year-to-date sales tax receipts compared to prior year.

Policy Considerations

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

Staff Recommendations

Accept the Monthly Revenue and Expenditure Report for the period ending June 30, 2017.

City of Sachse
Monthly Revenue and Expenditure Report
June 30, 2017
(Unaudited)

GENERAL FUND

75% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 75%
Revenue Summary					
Property Tax	\$ 10,076,929	\$ 38,247	\$ 10,311,553	102.33%	
Sales Tax	1,417,851	108,762	1,131,896	79.83%	
Franchise Fees	1,690,233	56,146	1,331,861	78.80%	
Licenses and Permits	757,000	60,837	564,817	74.61%	
Service Fees	721,500	65,226	623,753	86.45%	
Fines	280,000	23,675	203,722	72.76%	
Interest Income	12,000	9,221	41,156	342.97%	
Miscellaneous Income	350,946	23,957	228,896	65.22%	
Intergovernmental Revenue	1,024,611	85,384	768,458	75.00%	
Total Revenue	\$ 16,331,070	\$ 471,456	\$ 15,206,112	93.11%	
Expenditure Summary					
City Manager	\$ 383,103	\$ 30,013	\$ 225,537	58.87%	
City Secretary	148,553	12,919	116,041	78.11%	
Human Resources	337,607	29,937	216,114	64.01%	
Finance	548,026	56,555	418,855	76.43%	
Municipal Court	217,130	18,419	150,351	69.24%	
Parks & Recreation	1,164,914	114,521	842,139	72.29%	
Senior Programs	150,433	6,056	112,261	74.63%	
Library Services	458,091	45,614	349,420	76.28%	
Community Development	844,546	78,679	648,900	76.83%	
Streets & Drainage	1,691,786	114,187	1,237,861	73.17%	
Facilities Maintenance	538,068	46,753	420,538	78.16%	
Police	4,811,657	387,336	3,441,993	71.53%	
Animal Control	210,614	18,774	157,982	75.01%	
Fire/EMS	3,740,453	390,332	2,793,792	74.69%	
Combined Services	381,203	13,752	285,214	74.82%	
City Engineer	239,302	11,028	188,331	78.70%	
Information Technology	385,183	15,911	288,982	75.02%	A
Total Expenditures	\$ 16,250,669	\$ 1,390,787	\$ 11,894,311	73.19%	
Total Revenue Over/Under Expenses	\$ 80,401	\$ (919,331)	\$ 3,311,801		

Explanation of Major Variances:

A New department for FY2017

City of Sachse

Monthly Revenue and Expenditure Report

June 30, 2017

(Unaudited)

UTILITY FUND

75% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 75%
Revenue Summary					
Water Revenue	\$ 5,602,656	\$ 663,971	\$ 4,469,466	79.77%	
Sewer Revenue	4,355,842	384,540	3,331,552	76.48%	
Fees	158,500	17,061	149,740	94.47%	
Interest Income	1,500	4,573	21,233	1415.51%	
Transfer In-Debt Service					
Miscellaneous Income	-	-	13,969		
Total Revenue	\$ 10,118,498	\$ 1,070,145	\$ 7,985,959	78.92%	
Expenditure Summary					
Utility Administration	\$ 360,973	\$ 30,956	\$ 247,267	68.50%	
Water Operations	7,043,677	713,972	3,868,340	54.92%	
Sewer Operations	3,737,513	382,702	2,691,090	72.00%	
Meter Reading	576,755	141,500	413,757	71.74%	
Total Expenditures	\$ 11,718,918	\$ 1,269,129	\$ 7,220,453	61.61%	
Total Revenue Over/Under Expenses	\$ (1,600,420)	\$ (198,984)	\$ 765,505		

Explanation of Major Variances:

Monthly Revenue and Expenditure Report
June 30, 2017
(Unaudited)

DEBT SERVICE FUND

75% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 75%
Revenue Summary					
Property Tax	\$ 3,522,138	\$ 13,355	\$ 3,607,532	102.42%	
Interest Income	1,000	505	1,357	135.67%	
Miscellaneous Receipts		-	4,073		
Total Revenue	\$ 3,523,138	\$ 13,860	\$ 3,612,962	102.55%	
Expenditure Summary					
Fees	\$ 3,500	\$ -	\$ 1,206	34.46%	
Principal	2,325,000	-	2,325,000	100.00%	A
Interest	1,180,897	-	599,224	50.74%	A
Transfer Out	1,202,427	-	1,202,427	100.00%	B
Total Expenditures	\$ 4,711,824	\$ -	\$ 4,127,857	\$ 3	
Total Revenue Over/Under Expenses	\$ (1,188,686)	\$ 13,860	\$ (514,895)		

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

B Transfer proceeds from 2016 Tax Notes to Capital Projects for prepayment of Fire Apparatus

City of Sachse
Monthly Revenue and Expenditure Report
June 30, 2017
(Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

75% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 75%
Revenue Summary					
Sales Tax	\$ 691,944	\$ 54,381	\$ 563,975	81.51%	A
Other Income	\$ -		\$ 502,845		
Interest Income	3,000	589	2,245	74.85%	
Total Revenue	\$ 694,944	\$ 54,970	\$ 1,069,065	153.83%	
Expenditure Summary					
Expenditures	688,809	40,862	238,427	34.61%	
Total Expenditures	\$ 688,809	\$ 40,862	\$ 238,427	34.61%	
Total Revenue Over/Under Expenses	\$ 6,135	\$ 14,107	\$ 830,637		

Explanation of Major Variances:

A Proceeds from sale of land

CITY OF SACHSE

2016/2017 SALES TAX ANALYSIS

FY 2016	Total Sales Tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget	FY 2017	Total Sales Tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget
October	156,703	89,540	89,540	7.34%	October	204,011	116,572	116,572	9.56%
November	223,828	127,895	217,435	17.83%	November	269,073	153,748	270,320	19.53%
December	162,793	93,020	310,455	25.46%	December	195,780	111,868	382,188	27.62%
January	198,309	113,314	423,769	34.75%	January	198,694	113,534	495,722	35.82%
February	278,265	159,001	582,769	47.79%	February	295,944	169,102	664,824	48.04%
March	168,935	96,530	679,299	55.70%	March	202,397	115,649	780,473	56.40%
April	165,486	94,559	773,858	63.46%	April	169,232	96,699	877,172	63.38%
May	269,268	153,860	927,718	76.07%	May	248,537	142,014	1,019,186	73.65%
June	190,617	108,919	1,036,636	85.00%	June	190,343	108,762	1,127,948	81.51%
July	189,206	108,113	1,144,749	93.87%	July	196,493	112,276	1,240,224	89.62%
August	265,824	151,892	1,296,641	106.32%	August				
September	196,876	112,495	1,409,136	115.55%	September				
TOTAL	2,466,111	1,409,136			TOTAL	2,170,503	1,240,224		
BUDGET		1,219,518			BUDGET		1,383,888		



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3916	Version:	1	Name:	Certified Tax Rolls 2017
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	7/28/2017	In control:		In control:	City Council
On agenda:	8/7/2017	Final action:		Final action:	
Title:	Accept the 2017 Certified tax rolls as approved by the Dallas and Collin County Appraisal Districts.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CCAD Certified Letter 2017 Collin Certified Totals 2017 DCAD Certification Letter 2017 Dallas Certified Totals 2017				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Title

Consider acceptance of the 2017 Certified tax rolls as approved by the Dallas and Collin County Appraisal Districts.

Background

The City has received the certified 2017 appraisal rolls from Dallas and Collin County Chief Appraisers. Combined ARB approved taxable values are \$2,111,693,719. Properties that remain under protest and are not included in the Certified values total an additional \$51,453,943.

The 2017 appraisal roll taxable value for Collin County was certified at \$871,145,570 ARB approved, with an additional \$36,280,700 under protest; the taxable value certified by the Dallas County Central Appraisal District is \$1,240,548,149, with an additional \$2,959,542 under protest. The total appraisal roll increased by \$274,595,907 or 13.7% compared to the 2016 taxable value of \$1,873,284,967.

Policy Considerations

The City is required to submit the certified appraisal rolls to City Council annually. The Dallas County Appraisal District and Collin County Appraisal District are responsible for determining the appraised values of all properties located in the City of Sachse. These values are certified annually by the Chief Appraisers of Dallas and Collin Central Appraisal Districts.

Budgetary Considerations

The final 2017-2018 budget will provide funding for continued operations of the City for the upcoming year.

Staff Recommendations

Accept the 2017 Certified tax rolls as approved by the Dallas and Collin County Appraisal Districts.



Collin Central Appraisal District

PROPERTY TAX CODE, SECTION 26.01(a)

CERTIFICATION OF 2017 APPRAISAL ROLL

FOR: **SACHSE CITY**

I, Bo Daffin, Chief Appraiser for the Collin Central Appraisal District, solemnly swear that the attached is that portion of the approved Appraisal Records of the Collin Central Appraisal District which lists property taxable by SACHSE CITY and constitutes the Certified Appraisal Roll for SACHSE CITY with the amounts listed on the attached totals pages, with the heading "2017 Certified Totals".



Signature of Chief Appraiser

July 20, 2017

Date

Note: The Collin Central Appraisal District Appraisal Review Board approved the appraisal records on July 14, 2017.

PROPERTY TAX CODE, SECTION 26.01(c)

CERTIFICATION OF 2017 PROPERTIES UNDER PROTEST AND NOT INCLUDED IN CERTIFIED ROLL ABOVE

FOR: **SACHSE CITY**

I, Bo Daffin, Chief Appraiser for the Collin Central Appraisal District, solemnly swear that the attached is that portion of the Appraisal Records of the Collin Central Appraisal District which lists property taxable by SACHSE CITY but NOT included on the Certified Appraisal Roll for SACHSE CITY, since these properties are currently under Protest. The protested property values are listed on the attached totals pages, with the subheading "Under ARB Review Totals".

If there are no attached pages labeled with the subheading "Under ARB Review Totals" then all protests within SACHSE CITY were completed by July 14, 2017 and included in the Certified Roll listed above.



Signature of Chief Appraiser

July 20, 2017

Date

**NOTE: Please be advised that the property values appearing on the 'Under ARB Review Totals' page in your certified totals packet reflect the current 2017 Market and Taxable Values for the properties Under ARB Review without any Section 26.01(c) adjustments. In order to arrive at the taxable value to use for the effective tax rate calculations for your entity, you will need to use the taxable value from the 'ARB Approved Totals' page, along with the 'Total Value Used' that appears in the Lower Value Used section on the Effective Rate Assumption page. The Total Value Used on the Effective Rate Assumption page is the assessed value Under ARB Review that has been calculated in accordance with Property Tax Code, Section 26.01(c). The 'Grand Totals' page is the combined 'ARB Approved Totals' plus the 'Under ARB Review Totals' – which have not been adjusted. (The formula for calculating the total taxable remaining under protest is as follows: Taxable Value from "ARB Approved Totals" plus Total Value Used from the "Effective Rate Assumptions" Lower Value Used section minus Total Exemptions amount from the "Under ARB Review Totals".)*

Rev. 2015.07

2017 CERTIFIED TOTALSCSA - SACHSE CITY
ARB Approved Totals

Property Count: 2,989

7/20/2017 11:16:02AM

Land		Value			
Homesite:		181,198,530			
Non Homesite:		45,387,990			
Ag Market:		5,711,531			
Timber Market:		0	Total Land	(+)	232,298,051
Improvement		Value			
Homesite:		578,837,099			
Non Homesite:		114,966,271	Total Improvements	(+)	693,803,370
Non Real		Count	Value		
Personal Property:	114		20,735,626		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+)
				Market Value	= 20,735,626
					= 946,837,047
Ag	Non Exempt	Exempt			
Total Productivity Market:	5,711,531	0			
Ag Use:	10,617	0	Productivity Loss	(-)	5,700,914
Timber Use:	0	0	Appraised Value	=	941,136,133
Productivity Loss:	5,700,914	0			
			Homestead Cap	(-)	15,416,904
			Assessed Value	=	925,719,229
			Total Exemptions Amount (Breakdown on Next Page)	(-)	54,573,659
			Net Taxable	=	871,145,570

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	10,084,604	7,819,517	40,949.41	42,331.78	37			
OV65	73,744,393	59,203,099	314,349.22	316,190.79	274			
Total	83,828,997	67,022,616	355,298.63	358,522.57	311	Freeze Taxable	(-)	67,022,616
Tax Rate	0.757279							
						Freeze Adjusted Taxable	=	804,122,954

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
6,444,752.89 = 804,122,954 * (0.757279 / 100) + 355,298.63

2017 CERTIFIED TOTALS

Property Count: 2,989

CSA - SACHSE CITY
ARB Approved Totals

7/20/2017

11:16:10AM

Exemption Breakdown

Exemption	Count	Local	State	Total
DP	39	1,825,000	0	1,825,000
DV1	16	0	108,000	108,000
DV2	10	0	79,500	79,500
DV2S	1	0	7,500	7,500
DV3	12	0	118,000	118,000
DV3S	1	0	10,000	10,000
DV4	20	0	175,526	175,526
DV4S	1	0	12,000	12,000
DVHS	12	0	3,266,852	3,266,852
DVHSS	1	0	228,807	228,807
EX-XV	51	0	30,518,141	30,518,141
EX366	9	0	2,027	2,027
LVE	18	3,217,468	0	3,217,468
OV65	307	14,874,838	0	14,874,838
OV65S	2	100,000	0	100,000
PPV	1	30,000	0	30,000
Totals		20,047,306	34,526,353	54,573,659

2017 CERTIFIED TOTALS

Property Count: 113

CSA - SACHSE CITY
Under ARB Review Totals

7/20/2017 11:16:02AM

Land		Value			
Homesite:		8,156,688			
Non Homesite:		325,289			
Ag Market:		122,826			
Timber Market:		0	Total Land	(+)	8,604,803
Improvement		Value			
Homesite:		27,950,410			
Non Homesite:		459,196	Total Improvements	(+)	28,409,606
Non Real		Count	Value		
Personal Property:	2		313,398		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+)
			Market Value	=	313,398
					37,327,807
Ag	Non Exempt	Exempt			
Total Productivity Market:	122,826	0			
Ag Use:	406	0	Productivity Loss	(-)	122,420
Timber Use:	0	0	Appraised Value	=	37,205,387
Productivity Loss:	122,420	0			
			Homestead Cap	(-)	674,687
			Assessed Value	=	36,530,700
			Total Exemptions Amount (Breakdown on Next Page)	(-)	250,000
			Net Taxable	=	36,280,700
Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count
OV65	793,815	643,815	3,494.72	3,494.72	3
Total	793,815	643,815	3,494.72	3,494.72	3
Tax Rate	0.757279				
			Freeze Taxable	(-)	643,815
			Freeze Adjusted Taxable	=	35,636,885

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
 273,365.37 = 35,636,885 * (0.757279 / 100) + 3,494.72

Collin CAD

2017 CERTIFIED TOTALS

As of Certification

Property Count: 113

CSA - SACHSE CITY
Under ARB Review Totals

7/20/2017

11:16:10AM

Exemption Breakdown

Exemption	Count	Local	State	Total
OV65	5	250,000	0	250,000
	Totals	250,000	0	250,000

2017 CERTIFIED TOTALS

CSA - SACHSE CITY

Property Count: 3,102

Grand Totals

7/20/2017

11:16:02AM

Land		Value			
Homesite:		189,355,218			
Non Homesite:		45,713,279			
Ag Market:		5,834,357			
Timber Market:		0	Total Land	(+)	240,902,854
Improvement		Value			
Homesite:		606,787,509			
Non Homesite:		115,425,467	Total Improvements	(+)	722,212,976
Non Real		Count	Value		
Personal Property:	116		21,049,024		
Mineral Property:	0		0		
Autos:	0		0	Total Non Real	(+)
				Market Value	=
					984,164,854
Ag	Non Exempt	Exempt			
Total Productivity Market:	5,834,357	0			
Ag Use:	11,023	0	Productivity Loss	(-)	5,823,334
Timber Use:	0	0	Appraised Value	=	978,341,520
Productivity Loss:	5,823,334	0			
			Homestead Cap	(-)	16,091,591
			Assessed Value	=	962,249,929
			Total Exemptions Amount (Breakdown on Next Page)	(-)	54,823,659
			Net Taxable	=	907,426,270

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	10,084,604	7,819,517	40,949.41	42,331.78	37		
OV65	74,538,208	59,846,914	317,843.94	319,685.51	277		
Total	84,622,812	67,666,431	358,793.35	362,017.29	314	Freeze Taxable	(-)
Tax Rate	0.757279						
						Freeze Adjusted Taxable	=
							839,759,839

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
6,718,118.26 = 839,759,839 * (0.757279 / 100) + 358,793.35

2017 CERTIFIED TOTALS

Property Count: 3,102

CSA - SACHSE CITY
Grand Totals

7/20/2017

11:16:10AM

Exemption Breakdown

Exemption	Count	Local	State	Total
DP	39	1,825,000	0	1,825,000
DV1	16	0	108,000	108,000
DV2	10	0	79,500	79,500
DV2S	1	0	7,500	7,500
DV3	12	0	118,000	118,000
DV3S	1	0	10,000	10,000
DV4	20	0	175,526	175,526
DV4S	1	0	12,000	12,000
DVHS	12	0	3,266,852	3,266,852
DVHSS	1	0	228,807	228,807
EX-XV	51	0	30,518,141	30,518,141
EX366	9	0	2,027	2,027
LVE	18	3,217,468	0	3,217,468
OV65	312	15,124,838	0	15,124,838
OV65S	2	100,000	0	100,000
PPV	1	30,000	0	30,000
Totals		20,297,306	34,526,353	54,823,659

2017 CERTIFIED TOTALS

Property Count: 2,989

CSA - SACHSE CITY
ARB Approved Totals

7/20/2017

11:16:10AM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	Single-Family Residential	2,562		\$33,857,303	\$741,330,924
B	Multi-Family Residential	2		\$0	\$76,060,418
C1	Vacant Lots and Tracts	82		\$0	\$8,227,149
D1	Qualified Open-Space Land	8	73.7667	\$0	\$5,711,531
D2	Improvements on Qualified Open-Space Lan	2		\$0	\$4,217
E	Rural Land, Non Qualified Open-Space Land,	15	114.3079	\$0	\$3,625,834
F1	Commercial Real Property	23		\$3,819,346	\$41,659,735
F2	Industrial and Manufacturing Real Property	3		\$0	\$842,630
J3	Electric Companies and Co-Ops	1		\$0	\$2,216,406
J4	Telephone Companies and Co-Ops	1		\$0	\$1,065,067
J5	Railroads	4		\$0	\$0
J6	Pipelines	1		\$0	\$1,058
J7	Cable Television Companies	2		\$0	\$974,907
L1	Commercial Personal Property	100		\$688,882	\$13,228,693
O	Residential Real Property Inventory	143		\$8,941,934	\$18,120,842
X	Totally Exempt Property	78		\$0	\$33,767,636
	Totals		188.0746	\$47,307,465	\$946,837,047

2017 CERTIFIED TOTALS

Property Count: 113

CSA - SACHSE CITY
Under ARB Review Totals

7/20/2017

11:16:10AM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	Single-Family Residential	109		\$2,459,571	\$35,845,985
D1	Qualified Open-Space Land	1	3.7220	\$0	\$122,826
E	Rural Land, Non Qualified Open-Space Land,	1	1.0000	\$0	\$261,113
F1	Commercial Real Property	1		\$0	\$784,485
J4	Telephone Companies and Co-Ops	1		\$0	\$51,600
J7	Cable Television Companies	1		\$0	\$89,337
L1	Commercial Personal Property	1		\$0	\$172,461
	Totals		4.7220	\$2,459,571	\$37,327,807

2017 CERTIFIED TOTALS

Property Count: 3,102

CSA - SACHSE CITY
Grand Totals

7/20/2017

11:16:10AM

State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
A	Single-Family Residential	2,671		\$36,316,874	\$777,176,909
B	Multi-Family Residential	2		\$0	\$76,060,418
C1	Vacant Lots and Tracts	82		\$0	\$8,227,149
D1	Qualified Open-Space Land	9	77.4887	\$0	\$5,834,357
D2	Improvements on Qualified Open-Space Lan	2		\$0	\$4,217
E	Rural Land, Non Qualified Open-Space Land,	16	115.3079	\$0	\$3,886,947
F1	Commercial Real Property	24		\$3,819,346	\$42,444,220
F2	Industrial and Manufacturing Real Property	3		\$0	\$842,630
J3	Electric Companies and Co-Ops	1		\$0	\$2,216,406
J4	Telephone Companies and Co-Ops	2		\$0	\$1,116,667
J5	Railroads	4		\$0	\$0
J6	Pipelines	1		\$0	\$1,058
J7	Cable Television Companies	3		\$0	\$1,064,244
L1	Commercial Personal Property	101		\$688,882	\$13,401,154
O	Residential Real Property Inventory	143		\$8,941,934	\$18,120,842
X	Totally Exempt Property	78		\$0	\$33,767,636
	Totals		192.7966	\$49,767,036	\$984,164,854

2017 CERTIFIED TOTALS

Property Count: 3,102

CSA - SACHSE CITY
Effective Rate Assumption

7/20/2017 11:16:10AM

New Value

TOTAL NEW VALUE MARKET:	\$49,767,036
TOTAL NEW VALUE TAXABLE:	\$49,767,036

New Exemptions

Exemption	Description	Count		
EX366	House Bill 366 - Under \$500	6	2016 Market Value	\$30,050
ABSOLUTE EXEMPTIONS VALUE LOSS				\$30,050

Exemption	Description	Count	Exemption Amount
DP	Disabled Person	2	\$100,000
DV3S	Disabled Veteran Surviving Spouse 50% - 69%	1	\$10,000
DV4	Disabled Veteran 70% - 100%	4	\$36,000
OV65	Age 65 or Older	39	\$1,900,000
PARTIAL EXEMPTIONS VALUE LOSS		46	\$2,046,000
NEW EXEMPTIONS VALUE LOSS			\$2,076,050

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amount
-----------	-------------	-------	----------------------------

INCREASED EXEMPTIONS VALUE LOSS

TOTAL EXEMPTIONS VALUE LOSS \$2,076,050

New Ag / Timber Exemptions**New Annexations****New Deannexations****Average Homestead Value****Category A and E**

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
2,218	\$301,503	\$7,255	\$294,248

Category A Only

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
2,217	\$301,521	\$7,258	\$294,263

Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
113	\$37,327,807.00	\$31,793,403



**DALLAS CENTRAL APPRAISAL DISTRICT
CERTIFICATION OF APPRAISAL ROLL**

Year: 2017

Jurisdiction: City of SACHSE

In accordance with the requirements of the Texas Property Tax Code, Chapter 26, Section 26.01, paragraphs (A) and (B), the following values are hereby certified:

Market Value of all Real & Business Personal Property Before Qualified Exemptions*	\$1,414,015,840
Taxable Value of all Real & Business Personal Property	\$1,240,548,149

In accordance with the requirements of the Texas Property Tax Code, Chapter 26, Section 26.01, paragraph (C), the following values are hereby certified as disputed values and are not included in the above totals:

	Market Value	Taxable Value
Values under protest as determined by the Appraisal District**	\$17,685,510	\$15,173,243
Values under protest as claimed by property owner or estimated by Appraisal District in event property owner's claim is upheld	\$12,640,836	\$10,621,270
Freeport Estimated Loss		\$0
Estimated Net Taxable		\$10,621,270

I, W. Kenneth Nolan, Executive Director/Chief Appraiser of the Dallas Central Appraisal District, do hereby certify the aforementioned values and totals to the taxing jurisdiction indicated above, in accordance with the requirements of the laws of the State of Texas on this 25th day of July, 2017 .

Dallas Central Appraisal District

W. Kenneth Nolan
Executive Director/Chief Appraiser

*Total Value of New Construction in Certified Market Value above \$53,271,603

**Value of Disputed New Construction in Protested Market Value Above \$134,640



Dallas Central Appraisal District Certified Estimated Values Report

JURISDICTION: SACHSE
 REPORT TYPE: JURISDICTION TOTALS
 DATABASE: CERTIFICATION (2017)
 TAX YEAR: 2017
 REPORT DATE: July 20, 2017
 RUN DATE: July 21, 2017 12:42 am

	PARCELS	LAND VALUE	IMPROVEMENT VALUE	BPP MKT VALUE	TOTAL MKT VALUE
JURISDICTION TOTALS	6,137	331,101,240	1,051,341,570	31,573,030	1,414,015,840

	TOTAL MKT VALUE	CAPPED LOSS	EXEMPTIONS	AG LOSS	TAXABLE VALUE
JURISDICTION TOTALS	1,414,015,840	49,006,957	109,413,238	15,047,496	1,240,548,149

TOTAL EXEMPTIONS	PARCELS	MARKET VALUE	CAPPED LOSS	EXEMPTION AMOUNT	OTHER EXEMPTIONS	TAXABLE VALUE
TOTALLY EXEMPT	102	59,162,880	0	59,162,880	0	0
PRORATED TOTAL EXEMPT	0	0	0	0	0	0
UNDER 500	10	2,190	0	2,190	0	0
MINERAL RIGHTS	0	0	0	0	0	0
PARTIAL EXEMPTIONS						
HOMESTEAD	4,009	960,117,790	49,006,957	0	50,132,168	860,978,665
CAPPED VALUE LOSS	2,364	535,901,550	49,006,957	0	32,522,654	454,371,939
OVER-65	794	179,816,310	11,275,162	39,160,950	2,560,495	126,819,703
DISABLED PERSONS	75	15,352,060	1,158,937	3,677,500	402,092	10,113,531
DISABLED VETERANS	84	21,725,310	943,767	760,000	2,109,183	17,912,360
100% DISABLED VETERANS	31	8,225,300	508,709	6,649,718	815,000	251,873
DISABLED VET DONATED HOME	0	0	0	0	0	0
ABATEMENTS	0	0	0	0	0	0
HISTORIC SITE	0	0	0	0	0	0
POLLUTION CONTROL	0	0	0	0	0	0
FREEPORT	0	0	0	0	0	0
FREEPORT IN PROCESS	0	0	0	0	0	0
GOODS IN TRANSIT	0	0	0	0	0	0
LOW INCOME	0	0	0	0	0	0

TOTAL PARTIAL EXEMPT 50,248,168

TOTAL REAL PARTIAL EXEMPT 50,248,168

TOTAL BPP PARTIAL EXEMPT 0

AG SPECIAL VALUATION	PARCELS	LAND VALUE	IMPROVEMENT VALUE	MARKET VALUE
AGRICULTURAL 1D	0	0	0	0
AGRICULTURAL 1D1	70	17,020,490	500,290	17,520,780

AG SPECIAL VALUATION	MARKET VALUE	CAPPED LOSS	LOSS AMOUNT	NON AG EXEMPTIONS	TAXABLE VALUE
AGRICULTURAL 1D	0	0	0	0	0
AGRICULTURAL 1D1	17,520,780	0	15,047,496	0	2,473,284

	LAND DEV COSTS	REAL PROP NEW CONSTR	PERS PROP NEW CONSTR	TOTAL NEW CONSTR
NEW CONSTRUCTION	7,011,559	46,260,044	0	53,271,603



Dallas Central Appraisal District Certified Estimated Values Report

JURISDICTION: SACHSE
 REPORT TYPE: RESIDENTIAL TOTALS
 DATABASE: CERTIFICATION (2017)
 TAX YEAR: 2017
 REPORT DATE: July 20, 2017
 RUN DATE: July 21, 2017 12:42 am

	PARCELS	LAND VALUE	IMPROVEMENT VALUE	BPP MKT VALUE	TOTAL MKT VALUE
JURISDICTION TOTALS	5,514	255,554,730	966,258,220	0	1,221,812,950

	TOTAL MKT VALUE	CAPPED LOSS	EXEMPTIONS	AG LOSS	TAXABLE VALUE
JURISDICTION TOTALS	1,221,812,950	49,006,957	51,438,238	0	1,121,367,755

TOTAL EXEMPTIONS	PARCELS	MARKET VALUE	CAPPED LOSS	EXEMPTION AMOUNT	OTHER EXEMPTIONS	TAXABLE VALUE
TOTALLY EXEMPT	33	1,190,070	0	1,190,070	0	0
PRORATED TOTAL EXEMPT	0	0	0	0	0	0
UNDER 500	0	0	0	0	0	0
MINERAL RIGHTS	0	0	0	0	0	0
PARTIAL EXEMPTIONS						
HOMESTEAD	4,009	960,117,790	49,006,957	0	50,132,168	860,978,665
CAPPED VALUE LOSS	2,364	535,901,550	49,006,957	0	32,522,654	454,371,939
OVER-65	794	179,816,310	11,275,162	39,160,950	2,560,495	126,819,703
DISABLED PERSONS	75	15,352,060	1,158,937	3,677,500	402,092	10,113,531
DISABLED VETERANS	84	21,725,310	943,767	760,000	2,109,183	17,912,360
100% DISABLED VETERANS	31	8,225,300	508,709	6,649,718	815,000	251,873
DISABLED VET DONATED HOME	0	0	0	0	0	0
ABATEMENTS	0	0	0	0	0	0
HISTORIC SITE	0	0	0	0	0	0
POLLUTION CONTROL	0	0	0	0	0	0
FREEPORT	0	0	0	0	0	0
FREEPORT IN PROCESS	0	0	0	0	0	0
GOODS IN TRANSIT	0	0	0	0	0	0
LOW INCOME	0	0	0	0	0	0

TOTAL PARTIAL EXEMPT 50,248,168

TOTAL REAL PARTIAL EXEMPT 50,248,168

TOTAL BPP PARTIAL EXEMPT 0

AG SPECIAL VALUATION	PARCELS	LAND VALUE	IMPROVEMENT VALUE	MARKET VALUE
AGRICULTURAL 1D	0	0	0	0
AGRICULTURAL 1D1	0	0	0	0

AG SPECIAL VALUATION	MARKET VALUE	CAPPED LOSS	LOSS AMOUNT	NON AG EXEMPTIONS	TAXABLE VALUE
AGRICULTURAL 1D	0	0	0	0	0
AGRICULTURAL 1D1	0	0	0	0	0

	LAND DEV COSTS	REAL PROP NEW CONSTR	PERS PROP NEW CONSTR	TOTAL NEW CONSTR
NEW CONSTRUCTION	7,011,559	46,260,044	0	53,271,603



Dallas Central Appraisal District Certified Estimated Values Report

JURISDICTION: SACHSE
 REPORT TYPE: COMMERCIAL TOTALS
 DATABASE: CERTIFICATION (2017)
 TAX YEAR: 2017
 REPORT DATE: July 20, 2017
 RUN DATE: July 21, 2017 12:42 am

	PARCELS	LAND VALUE	IMPROVEMENT VALUE	BPP MKT VALUE	TOTAL MKT VALUE
JURISDICTION TOTALS	323	75,546,510	85,083,350	0	160,629,860

	TOTAL MKT VALUE	CAPPED LOSS	EXEMPTIONS	AG LOSS	TAXABLE VALUE
JURISDICTION TOTALS	160,629,860	0	57,870,710	15,047,496	87,711,654

TOTAL EXEMPTIONS	PARCELS	MARKET VALUE	CAPPED LOSS	EXEMPTION AMOUNT	OTHER EXEMPTIONS	TAXABLE VALUE
TOTALLY EXEMPT	67	57,870,710	0	57,870,710	0	0
PRORATED TOTAL EXEMPT	0	0	0	0	0	0
UNDER 500	0	0	0	0	0	0
MINERAL RIGHTS	0	0	0	0	0	0
PARTIAL EXEMPTIONS						
HOMESTEAD	0	0	0	0	0	0
CAPPED VALUE LOSS	0	0	0	0	0	0
OVER-65	0	0	0	0	0	0
DISABLED PERSONS	0	0	0	0	0	0
DISABLED VETERANS	0	0	0	0	0	0
100% DISABLED VETERANS	0	0	0	0	0	0
DISABLED VET DONATED HOME	0	0	0	0	0	0
ABATEMENTS	0	0	0	0	0	0
HISTORIC SITE	0	0	0	0	0	0
POLLUTION CONTROL	0	0	0	0	0	0
FREEPORT	0	0	0	0	0	0
FREEPORT IN PROCESS	0	0	0	0	0	0
GOODS IN TRANSIT	0	0	0	0	0	0
LOW INCOME	0	0	0	0	0	0
TOTAL PARTIAL EXEMPT				0		
TOTAL REAL PARTIAL EXEMPT				0		
TOTAL BPP PARTIAL EXEMPT				0		

AG SPECIAL VALUATION	PARCELS	LAND VALUE	IMPROVEMENT VALUE	MARKET VALUE
AGRICULTURAL 1D	0	0	0	0
AGRICULTURAL 1D1	70	17,020,490	500,290	17,520,780

AG SPECIAL VALUATION	MARKET VALUE	CAPPED LOSS	LOSS AMOUNT	NON AG EXEMPTIONS	TAXABLE VALUE
AGRICULTURAL 1D	0	0	0	0	0
AGRICULTURAL 1D1	17,520,780	0	15,047,496	0	2,473,284

	LAND DEV COSTS	REAL PROP NEW CONSTR	PERS PROP NEW CONSTR	TOTAL NEW CONSTR
NEW CONSTRUCTION	0	0	0	0



**Dallas Central Appraisal District
Certified Estimated Values Report**

JURISDICTION: SACHSE
 REPORT TYPE: BPP TOTALS
 DATABASE: CERTIFICATION (2017)
 TAX YEAR: 2017
 REPORT DATE: July 20, 2017
 RUN DATE: July 21, 2017 12:42 am

	PARCELS	LAND VALUE	IMPROVEMENT VALUE	BPP MKT VALUE	TOTAL MKT VALUE
JURISDICTION TOTALS	300	0	0	31,573,030	31,573,030

	TOTAL MKT VALUE	CAPPED LOSS	EXEMPTIONS	AG LOSS	TAXABLE VALUE
JURISDICTION TOTALS	31,573,030	0	104,290	0	31,468,740

TOTAL EXEMPTIONS	PARCELS	MARKET VALUE	CAPPED LOSS	EXEMPTION AMOUNT	OTHER EXEMPTIONS	TAXABLE VALUE
TOTALLY EXEMPT	2	102,100	0	102,100	0	0
PRORATED TOTAL EXEMPT	0	0	0	0	0	0
UNDER 500	10	2,190	0	2,190	0	0
MINERAL RIGHTS	0	0	0	0	0	0
PARTIAL EXEMPTIONS						
HOMESTEAD	0	0	0	0	0	0
CAPPED VALUE LOSS	0	0	0	0	0	0
OVER-65	0	0	0	0	0	0
DISABLED PERSONS	0	0	0	0	0	0
DISABLED VETERANS	0	0	0	0	0	0
100% DISABLED VETERANS	0	0	0	0	0	0
DISABLED VET DONATED HOME	0	0	0	0	0	0
ABATEMENTS	0	0	0	0	0	0
HISTORIC SITE	0	0	0	0	0	0
POLLUTION CONTROL	0	0	0	0	0	0
FREEPORT	0	0	0	0	0	0
FREEPORT IN PROCESS	0	0	0	0	0	0
GOODS IN TRANSIT	0	0	0	0	0	0
LOW INCOME	0	0	0	0	0	0
TOTAL PARTIAL EXEMPT				0		
TOTAL REAL PARTIAL EXEMPT				0		
TOTAL BPP PARTIAL EXEMPT				0		

AG SPECIAL VALUATION	PARCELS	LAND VALUE	IMPROVEMENT VALUE	MARKET VALUE
AGRICULTURAL 1D	0	0	0	0
AGRICULTURAL 1D1	0	0	0	0

AG SPECIAL VALUATION	MARKET VALUE	CAPPED LOSS	LOSS AMOUNT	NON AG EXEMPTIONS	TAXABLE VALUE
AGRICULTURAL 1D	0	0	0	0	0
AGRICULTURAL 1D1	0	0	0	0	0

	LAND DEV COSTS	REAL PROP NEW CONSTR	PERS PROP NEW CONSTR	TOTAL NEW CONSTR
NEW CONSTRUCTION	0	0	0	0

Dallas Central Appraisal District

Certified Estimated Value Report

Property Class Breakdown

JURISDICTION: SACHSE
 REPORT TYPE: PROPERTY CLASS BREAKDOWN
 DATABASE: CERTIFICATION (2017)
 TAX YEAR: 2017
 REPORT DATE: July 20, 2017
 RUN DATE: July 21, 2017 0:43 am

DCAD SPTD	PTD CODE	DESCRIPTION	PARCELS	MARKET VALUE	TAXABLE VALUE
A11	A	SINGLE FAMILY RESIDENCES	5,014	1,185,600,650	1,086,764,710
A12	A	SFR - TOWNHOUSES	8	2,083,950	1,833,142
A13	A	SFR - CONDOMINIUMS	24	1,150,080	1,150,080
A20	A	MOBILE HOME ON OWNERS LAND	1	33,600	33,600
	A - TOTAL	REAL: RESIDENTIAL SINGLE FAMILY	5,047	1,188,868,280	1,089,781,532
B11	B	MFR - APARTMENTS	17	7,995,460	7,991,374
B12	B	MFR - DUPLEXES	132	13,626,160	13,409,160
	B - TOTAL	REAL: RESIDENTIAL MULTI-FAMILY	149	21,621,620	21,400,534
C11	C1	SFR - VACANT LOTS/TRACTS	275	13,628,890	12,533,181
C12	C1	COMMERCIAL - VACANT PLOTTED LOTS/TRACTS	134	15,293,780	10,193,330
C14	C1	RURAL VACANT - LESS THAN 5 ACRES	7	229,430	229,430
	C1 - TOTAL	REAL: VACANT LOTS/TRACTS	416	29,152,100	22,955,941
D10	D1	QUALIFIED OPEN SPACE LAND	70	17,520,780	2,473,284
	D1 - TOTAL	REAL: QUALIFIED LAND	70	17,520,780	2,473,284
E11	E	RURAL LAND AND IMPROVEMENTS NON QUALIFIE	4	475,400	433,748
	E - TOTAL	REAL: FARM AND RANCH IMPROVEMENTS	4	475,400	433,748
F10	F1	COMMERCIAL IMPROVEMENTS	115	123,231,470	70,461,210
	F1 - TOTAL	REAL: COMMERCIAL	115	123,231,470	70,461,210
F20	F2	INDUSTRIAL IMPROVEMENTS	2	584,820	584,820
	F2 - TOTAL	REAL: INDUSTRIAL	2	584,820	584,820
J20	J	GAS COMPANIES	1	2,671,300	2,671,300
J30	J	ELECTRIC COMPANIES	1	5,584,350	5,584,350
J40	J	TELEPHONE COMPANIES	4	2,554,110	2,554,110
J51	J	RAILROAD CORRIDOR	1	722,600	722,600
J70	J	CABLE COMPANIES	7	1,567,870	1,567,870
	J - TOTAL	REAL AND TANGIBLE PERSONAL UTILITIES	14	13,100,230	13,100,230
L10	L1	COMMERCIAL BPP	278	18,517,320	18,413,050
	L1 - TOTAL	PERSONAL: COMMERCIAL	278	18,517,320	18,413,050
L20	L2	INDUSTRIAL BPP	1	4,620	4,620
	L2 - TOTAL	PERSONAL: INDUSTRIAL	1	4,620	4,620
M31	M1	MOBILE HOMES ON LEASED SPACES	32	265,640	265,640
	M1 - TOTAL	MOBILE HOMES	32	265,640	265,640
O11	O	RESIDENTIAL - IMPROVEMENTS AS INVENTORY	1	100	100
	O - TOTAL	REAL PROPERTY: INVENTORY	1	100	100
S10	S	SPECIAL INVENTORY	8	673,460	673,440
	S - TOTAL	SPECIAL INVENTORY	8	673,460	673,440

**Dallas Central Appraisal District
Certified Estimated Value Report
Property Class Breakdown**

GRAND TOTALS

6,137

1,414,015,840

1,240,548,149



City of Sachse, Texas

Legislation Details (With Text)

File #: 17-3895 **Version:** 1 **Name:** Recognition of Sachse Public Library volunteers
Type: Agenda Item **Status:** Agenda Ready
File created: 7/14/2017 **In control:** City Council
On agenda: 8/7/2017 **Final action:**
Title: Proclamation recognizing Sachse Public Library volunteers.

Sponsors:

Indexes:

Code sections:

Attachments: [Proclamation](#)

Date	Ver.	Action By	Action	Result
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Title

Proclamation recognizing Sachse Public Library volunteers.

Background

The Sachse Public Library recruits volunteers each quarter to help with programs, shelving, and various library duties. David Davilla, Library Assistant, is the library's volunteer coordinator. The volunteers are required to submit an application, interview with staff, and attend an orientation/training before volunteering. This summer there were 18 volunteers who worked 470 hours during June and July to assist with library programs. In fiscal year 2016, the library had 1,392 volunteer hours and there have been 1,112 volunteer hours in FY 2017. The Library is grateful to have these young men and women who selflessly dedicate their time and energy to performing volunteer duties in the library.

Policy Considerations

None

Budgetary Considerations

None

Staff Recommendations

Present Proclamation to Library Manager.

PROCLAMATION

WHEREAS, service to others is a hallmark of the American character, and throughout our history citizens have stepped up to meet our challenges by volunteering in their community; and

WHEREAS, it is critical that we continue such a tradition of giving and sharing to preserve and improve the quality of life for the citizens of the City of Sachse; and

WHEREAS, a community rich in volunteers dedicates their time and service to making significant and positive changes, great or small, through their individual and group actions; and

WHEREAS, volunteers are motivated by the simple satisfaction of helping their fellow citizens and making their community a better place to live; and

WHEREAS, the City of Sachse is blessed with young men and women who selflessly dedicate their time and energy to performing acts of good will and improving the quality of life for all people; and

WHEREAS, in the summer of 2017, 18 volunteers served 470 hours at the Sachse Public Library.

I, THEREFORE, Mike Felix, Mayor of the City of Sachse, do hereby recognize the Library volunteers for the time, efforts, and willingness to serve in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 7th day of August, 2017.

Mike J. Felix
Mayor



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3906	Version:	1	Name:	National League of Cities Service Line Warranty Program
Type:	Agenda Item	Status:			Agenda Ready
File created:	7/20/2017	In control:			City Council
On agenda:	8/7/2017	Final action:			
Title:	Receive a presentation and discuss the National League of Cities Service Line Warranty Program.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Presentation				

Date	Ver.	Action By	Action	Result
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Title

National League of Cities Service Line Warranty Program

Background

This item is to receive a presentation regarding a utility service line warranty program that could be made available to Sachse homeowners. The program provides warranty coverage to homeowners for the repair and/or replacement of private water service lines and sewer laterals from the home to the public connection. Typically, homeowner's insurance policies do not cover the repair or replacement of water and sewer service lines. When a water service line or sewer lateral is damaged, the homeowner typically must hire a private plumber to repair or replace the line at their cost.

The warranty program provides the homeowner insurance for the service lines.

The City of Sachse maintains the public water and sewer mains, and the connection of water and sewer service lines from private property to the main.

Private Versus Public - Repair/Replacement Responsibility

Water Service Line

The water service line is considered private from the water meter to the home, and is not maintained by the City of Sachse. For this section of the water service line, the homeowner is responsible for repair and/or replacement.

Sanitary Sewer

The sanitary sewer lateral is considered private from the property line to the home, and is not maintained by the City of Sachse. Typically a sewer lateral cleanout is installed at or very near this line of debarkation. From the property line to the home, the homeowner is responsible for repair and/or replacement.

The program is completely voluntary, and each property owner can choose whether to participate in the program. The warranty has a monthly fee for the warranty of both water and sewer service lines. There is an option for the City to receive revenues from the program. However, staff would recommend passing those revenues through to the customers, to lower the cost of the program for property owners.

A representative from Utility Service Partners, Inc. will present information on the program and answer questions.

Policy Considerations

Utility Service Partners, Inc. is seeking feedback from the City Council on whether the program is a good fit for the community. No specific action or policy decision is required. If the City Council chooses to move forward with the program, Utility Service Partners, Inc. will proceed with making the program available to our citizens through their normal marketing campaign. If the City Council does not want to participate in the program, Utility Service Partners, Inc. would not proceed with a marketing campaign for the program.

Budgetary Considerations

There is no cost to the City of Sachse if we choose to participate. Property owners that choose to participate will pay a monthly fee to participate in the program. The program can provide a revenue share for the City, however staff would recommend passing the revenues on to the property owners through a reduction in the cost of the insurance.

Staff Recommendations

Provide feedback to staff on whether the program would be a good fit for the City of Sachse.



Service Line Warranty Program



City of Sachse, TX

we promise



Emilie Zalfini

724-749-1060

EZalfini@utilitysp.net



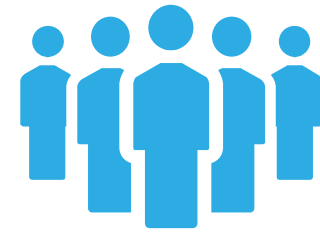
WHY CHOOSE UTILITY SERVICE PARTNERS?



EXPERIENCE



REPUTATION



PARTNERSHIP



**BBB Torch Award for
Marketplace Ethics**

Trust • Performance • Integrity

2013 Winner
Western Pennsylvania Better Business Bureau®



This award underscores one of the primary reasons the National League of Cities selected USP as a partner and extended our agreement for another five years. The organization's exemplary record of customer service and transparency is what has driven the success of this partnership over the years.

— Clarence Anthony, Executive Director
National League of Cities

PROGRAM BENEFITS

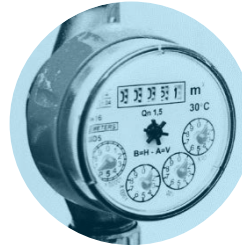
- Only Service Line Program Endorsed by the National League of Cities
- Helps address the public policy issue of aging infrastructure
- No cost for the Municipality to participate
- Ongoing Revenue Stream for the Municipality
- Educates homeowners about their lateral line responsibilities
- Free Public Awareness Campaign
- Peace of Mind - with one toll-free call a reputable plumber is dispatched
- All repairs performed to code by local licensed contractors
- Contractors undergo rigorous vetting process to ensure quality service



OUR SERVICE AND WHAT IT COVERS



SEWER LATERAL &
SEPTIC LINE COVERAGE



WATER LINE & WELL
WATER LINE COVERAGE

Homeowner repair protection for leaking, clogged or broken water and sewer lines from the point of utility connection to the home exterior.

Coverage includes:

- Educating homeowners about their service line responsibilities
- Up to \$8,500 coverage per repair incident.
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods

OUR SERVICE AND WHAT IT COVERS



INTERIOR PLUMBING
AND DRAINAGE

Homeowner repair protection for in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry.

Coverage includes:

- Up to \$3,000 coverage per repair incident
- Repair of clogged toilets
- Includes coverage for broken or leaking water, sewer, or drain lines under the slab or basement floor
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods



MARKETING APPROACH

- No Public Funds are used in marketing, distribution, or administration of the program.
 - Only market by direct mail, no telemarketing
 - Would never mail without your review and approval of marketing material before each and every campaign
 - Limited mailing campaigns per year
 - Consumer friendly marketing
 - Always voluntary for the homeowner
- 
- Consumers can enroll one of three ways:
 - Calling into our toll free number that is provided on the mailing
 - Returning the bottom of the letter to us in the self addressed stamped envelope provided
 - Visiting our consumer website www.slwofa.com at any time



OVER 350 MUNICIPAL PARTNERS IN 34 STATES

...INCLUDING 36 IN THE STATE OF TEXAS

Alabama
Arkansas
Arizona
California
Colorado
Connecticut
Florida
Georgia
Iowa
Illinois
Indiana
Kansas



Kentucky
Maryland
Michigan
Minnesota
Missouri
North Carolina
Nebraska
New Jersey
New Mexico
Nevada
Ohio

Oklahoma
Oregon
Pennsylvania
South Carolina
South Dakota
Texas
Utah
Virginia
West Virginia
Wisconsin
Wyoming

OUR PARTNERSHIPS IN TEXAS

- City of Arlington
- City of Bryan
- City of Crandall
- City of Commerce
- City of Denison
- City of DeSoto
- City of Diboll
- City of Ferris
- City of Forest Hill
- City of Forney
- City of Hurst
- City of Hutchins
- City of Kaufman
- City of Kennedale
- City of Kyle
- City of La Marque
- City of Lancaster
- City of Leonard
- City of Lewisville
- Town of Little Elm
- City of Marshall
- City of Mercedes
- City of Midland
- City of Navasota
- City of Odessa
- City of Penitas
- City of Roanoke
- City of Rockport
- City of Rowlett
- City of San Angelo
- City of Sanger
- City of Texarkana
- City of Uvalde
- City of Waxahachie
- City of Wilmer
- Denton County Fresh Water Supply District 1



- Over 140,000 Texas residents currently enrolled in the program
- Over \$3.7 million paid in repair costs over the last three years



PROGRAM SUCCESS

- Invested more than \$64 million in private infrastructure repairs
- Returned over \$4 million to cities through revenue sharing component
- Over 15 years of experience, NLC Endorsed since 2010
- 97% claim approval rating
- 95% customer satisfaction rating

Q & A





City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3928	Version:	1	Name:	Architecture CC PH (8-07-17)
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	8/2/2017	In control:		In control:	City Council
On agenda:	8/7/2017	Final action:		Final action:	
Title:	Conduct a public hearing and consider an ordinance amending Chapter 11 titled "Zoning Ordinances" by amending Exhibit 1 by amending Article 4 titled "General Provisions Applying to All or Several Districts" by replacing Section 7 "Reserved" with a new Section 7 titled "Architectural Design Standards".				

Sponsors:

Indexes:

Code sections:

Attachments: [Presentation](#)
[Ordinance](#)

Date	Ver.	Action By	Action	Result
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Title

Revisions to Chapter 11 (Zoning) of the Code of Ordinances, to adopt Architectural Design Standards.

Background

- The 2017 Comprehensive Plan identified Architectural Standards as a 1st year priority
- Respondents identified high quality standards as the highest priority for Sachse's new development
- Sachse still has many commercial tracts remaining undeveloped, in addition to redevelopment opportunities
- Sachse has a masonry ordinance (i.e. anti-metal requirement), but not architectural standards
- First masonry ordinance (#32) adopted in 1958
- Staff believes that architectural standards is of greater urgency than other commercial regulations, such as landscaping, parking, use chart, signage, etc.

Policy Considerations

- Establishes minimum design standards for new commercial, industrial, and residential buildings
- Reviewed and approved during the permitting process
- Categorizes masonry materials into a preferred group and a secondary group
- Requires enhanced articulation and other architectural embellishments
- Regulates colors
- In conjunction, these standards ensure a minimum quality and appearance for new development in Sachse

- Relief is available through a PD or special zoning district

Budgetary Considerations

N/A

Next Steps

- Initial P&Z work session with Staff - (4-24-17)
- An additional P&Z work session with Staff to provide specific feedback on design standards - (6-12-17)
- City Council presentation & review - (6-19-17)
- City Council input - (7-05-17)
- Public hearings for adoption of the new Architectural Design standards ordinance
 - P&Z (7-10-17)
 - Council (8-07-17)

Recommendations

√ - Staff recommends approval of the proposed architectural standards ordinance

√ - The Planning & Zoning Commission unanimously recommended approval of the ordinance, with a request for the City Council to consider the 20% stone standard, which requires primary façades to be a minimum 20% stone



COMMERCIAL DESIGN STANDARDS

ARCHITECTURE

CITY COUNCIL PUBLIC HEARING

AUGUST 7, 2017

REQUEST

Conduct a public hearing to consider, discuss, and act on proposed revisions to Chapter 11 (Zoning) of the Code of Ordinances, to adopt Architectural Design Standards.

The Planning & Zoning Commission previously met to discuss the subject at work shops on April 24th and June 12th of 2017.

The City Council previously met to discuss the subject on June 19th and July 5th of 2017.

WHY ARE WE HERE?

- The 2017 Comprehensive Plan identified Architectural Standards as a 1st year priority
- Respondents identified high quality standards as the highest priority for Sachse's new development
- Sachse still has many commercial tracts remaining undeveloped, in addition to redevelopment opportunities
- Sachse has a masonry ordinance (i.e. anti-metal requirement), but not architectural standards
- First masonry ordinance (#32) adopted in 1958
- Staff believes that architectural standards is of greater urgency than other commercial regulations, such as landscaping, parking, use chart, signage, etc.

HOW DOES IT WORK?

- Establishes minimum design standards for new commercial, industrial, and residential buildings
- Reviewed and approved during the permitting process
- Categorizes masonry materials into a preferred group and a secondary group
- Requires enhanced articulation and other architectural embellishments
- Regulates colors
- In conjunction, these standards ensure a minimum quality and appearance for new development in Sachse
- Relief is available through a PD or special zoning district

PROPOSED TABLE A

TABLE A	
Categories	Materials
Primary (Group A)	Brick Stone
Secondary (Group B)	Stucco Split-Face CMU Tilt-Wall (colored and stamped or scored)
Accent/Finishing (Group C)	Metal Tile Wood Cementitious Fiber Board EIFS (only when above grade by 14')
Prohibited	Concrete Block Aggregate Vinyl/Plastic

PROPOSED TABLE B

TABLE B

Facades	Percentage Breakdown	Definition
Primary	70% Group A 30% Group B Minimum 20% Stone	Exterior walls of buildings which are clearly visible from a public street or along an active storefront
Secondary	20% Group A 80% Group B	Exterior walls of buildings 15,000 square feet or larger which are NOT clearly visible from a public street or along an active storefront

NEXT STEPS

- Initial P&Z work session with Staff - (4-24-17)
- An additional P&Z work session with Staff to provide specific feedback on design standards - (6-12-17)
- City Council presentation & review - (6-19-17)
- City Council input – (7-05-17)
- Public hearings for adoption of the new Architectural Design standards ordinance
 - P&Z (7-10-17)
 - Council (**8-07-17**)

RECOMMENDATIONS

- ✓ - Staff recommends approval of the proposed architectural standards ordinance
- ✓ - The Planning & Zoning Commission unanimously recommended approval of the ordinance, with a request for the City Council to consider the 20% stone standard, which requires primary façades to be a minimum 20% stone

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 11 TITLED "ZONING ORDINANCE" BY AMENDING EXHIBIT 1 BY AMENDING ARTICLE 4 TITLED "GENERAL PROVISIONS APPLYING TO ALL OR SEVERAL DISTRICTS" BY REPLACING SECTION 7 "RESERVED" WITH A NEW SECTION 7 TITLED "ARCHITECTURAL DESIGN STANDARDS"; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That the City of Sachse Code of Ordinances is amended by amending Chapter 11 titled "Zoning Ordinance" by amending Exhibit 1 by amending Article 4 titled "General Provisions Applying to All or Several Districts" by replacing Section 7 "Reserved" with a new Section 7 titled "Architectural Design Standards", to read as follows:

"Chapter 11

ZONING ORDINANCE

...

EXHIBIT 1

...

ARTICLE 4. GENERAL PROVISIONS APPLYING TO ALL OR SEVERAL DISTRICTS

...

Sec. 7. Architectural design standards.

Sec. 7.1 Purpose. The purpose of the architectural standards is to set minimum standards for the appearance and quality of buildings and corresponding site elements which are recognized as enhancing property values and are in the interest of the general welfare of the City of Sachse. These standards are not intended to prohibit architectural innovation, nor are they intended to mandate specific architectural styles and concepts. Rather, they are intended to provide for developments of enduring quality that provide visual character and interest. The development community is encouraged to seek out new and innovative ways to implement the

standards contained herein that will result in a significant contribution to the visual character of the area and the city as a whole.

Sec. 7.2 Applicability and Administration.

- (a) The regulations provided in this subsection shall apply to all new construction and all structures within all zoning districts, but shall only apply to single family residential uses when indicated. Where the regulations of this subsection conflict with other sections or provisions of this chapter, the regulations of this subsection shall apply.
- (b) When an existing building, constructed prior to the effective date of this ordinance, is proposed for an addition/expansion that will increase the square footage of the existing building by less than 50 percent, either by a single expansion or by the cumulative effect of a series of expansions, similar or like exterior materials may be used on new facades that match the existing building and architectural theme to the extent possible. Any addition that is 50 percent or greater (of the originally approved floor area) shall be subject to and compliant with the regulations herein, potentially resulting in the reconstruction of the entire exterior veneer of an existing structure.
- (c) All repair and alterations of exterior facades, including paint and re-paint jobs, of non-residential buildings are required to obtain a permit from the City and comply with all applicable color regulations contained herein.
- (d) Certain structures, such as temporary construction buildings or portable classroom buildings situated on public school or non-profit property, may be exempt, in compliance with established or future policies adopted by the City Council of Sachse.
- (e) The provisions of this section shall be administered by the Director who shall have the authority to approve any façade plan that is deemed to satisfy the minimum requirements of this section, alternate façade plans deemed to meet the intent of the ordinance, including any minor deviations or waivers, and to make necessary interpretations regarding any subjectivity or frustration of purpose contained herein.
- (f) All exterior façades shall be perpetually maintained and repaired in a safe, reasonably good, and attractive manner by the owner in a manner that protects against the elements, is structurally safe, and corrects any visual ills or other problems.
- (g) The City Council, in compliance with all applicable regulations, may issue a Special Use Permit (SUP), establish a Planned Development (PD) district or other special zoning district, or enter into a development agreement or other economic incentive agreement, which may amend or revise the regulations herein for a certain project or area of the City.
- (h) Due to the unique service nature of government owned and occupied facilities, in addition to the development costs being of public burden, such facilities may meet the spirit and intent of the regulations contained herein, to the extent possible, and are not

expected to strictly comply.

- (i) The City acknowledges that taller buildings, especially office in nature, are likely to struggle in complying with all of the regulations contained herein, especially the masonry requirements. It is expected for such projects to include glass curtain wall on its building elevations, to be reviewed and approved through an alternative process.
- (j) Single Family tracts with existing PDs (or comparable special zoning) which also include architectural standards may continue to apply the standards as found in the governing PD. Non-residential tracts and uses with existing PDs (or comparable special zoning) shall be governed by the standards contained herein.

Sec. 7.3 Façade Plan Approval.

- (a) Prior to any construction permit being issued, a project's building elevations must be approved by the Director.
- (b) Sufficient information shall be submitted to evaluate the architectural standards criteria outlined herein as part of the site plan submittal for all newly proposed and existing structures seeking a permit.
- (c) Color elevations shall include:
 - (1) All facades (whether four or more) of each building.
 - (2) Proposed exterior materials with a percentage breakdown of each material used, exclusive of windows and doors.
 - (3) A calculation chart or graphic demonstrating compliance with the Articulation standards.
 - (4) A listing of the selected Auxiliary Design standards, described herein, to illustrate compliance. If a Landmark Feature is required of the building, please note the feature proposed for credit.
 - (5) A notation reading, "Roof mounted mechanical equipment shall be sufficiently screened from view by parapet walls, and ground mounted equipment shall be enclosed by masonry wing walls that match the material of the primary building."
 - (6) A notation reading, "All light sources, including wall packs, shall be full cut-offs (i.e. recessed/shielded)."
 - (7) For any proposed streetscape elements (such as bike racks, trash receptacles, lampposts, tree grates, bollards, outdoor seating, and/or other street furniture) or screening devices (masonry walls, dumpster screening enclosures, wing walls around mechanical equipment, etc.), graphics should also be submitted showing the material, color, height, and any other pertinent details necessary for review.

Sec. 7.4 Definitions.

Residential buildings shall mean those buildings utilized for a single family, duplex, and townhome dwelling.

Non-residential building shall mean those buildings utilized for use other than single family, duplex, and townhome dwelling, to specifically include commercial, retail, medical, office, and multi-family structures and associated accessory structures.

Masonry materials shall mean and include that form of construction defined below and composed of brick, stone, granite, marble, stucco (3-step hard coat), decorative concrete masonry unit, tilt wall concrete panels, sealed and painted concrete block, and exterior insulation finish systems (EIFS), and rock or other materials of equal characteristics laid up unit upon unit set and bonded to one another in mortar.

Brick includes Severe Weather rated kiln fired clay or slate material, can include concrete brick if it is to the same ASTM C216 or C652 standard and severe weather rated as typical fired clay brick; minimum thickness of one inch when applied as a veneer, and shall not include underfired clay, sand, or shale.

Stone includes naturally occurring granite, marble, limestone, slate, river rock, and other similar hard and durable all weather stone that is customarily used in exterior building construction; may also include cast or manufactured stone product, provided that such product yields a highly textured stone-like appearance, its coloration is integral to the masonry material and shall not be painted on, and it is demonstrated to be highly durable and maintenance free; natural or manmade stone shall have a minimum thickness of one inch when applied as a veneer.

Architectural Concrete Masonry Units includes highly textured finish, such as split faced, indented, hammered, fluted, ribbed, burnished, or similar decorative finish; coloration shall be integral to the masonry material and shall not be painted on; minimum thickness of one inch when applied as a veneer; shall include light weight and featherweight decorative masonry units.

Director shall mean the Director of Development Services, or his/her designee.

Big Box shall mean a building, usually with a single tenant, which comprises more than 50,000 square feet.

Sec. 7.5 Exterior materials.

- (a) Category A materials are the primary products which the City prefers commercial buildings to be predominantly constructed. Unless otherwise provided for in this chapter, acceptable Category A masonry finishing materials are brick and stone.
- (b) Category B materials are the secondary products which the City recognizes as masonry materials acceptable for commercial use, but also as products that should not be the predominant material for a building. Unless otherwise provided for in this

chapter, acceptable Category B masonry finishing materials are stucco, architectural concrete block with integrated color (split-face CMU), and concrete tilt wall (colored/stamped).

- (c) Category C materials are accent products acceptable in limited application for architectural features and finishes, such as window heads, dormers, cornice flashings, and exposed beams, subject to discretionary determination by the Director. Unless otherwise provided for in this chapter, acceptable Category C materials are metal, tile, wood, cementitious fiberboard with integrated color (in the form of lap siding or board), and exterior insulation and finish systems (EIFS - above 14 feet from grade only).
- (d) Prohibited exterior surface materials include cinder block, vinyl, plastic, and aggregate pea-gravel finished surfaces.

TABLE A	
Categories	Materials
Primary (Group A)	Brick Stone
Secondary (Group B)	Stucco Split-Face CMU Tilt-Wall (colored and stamped or scored)
Accent/Finishing (Group C)	Metal Tile Wood Cementitious Fiber Board EIFS (only when above grade by 14')
Prohibited	Concrete Block (Category B for Industrial) Aggregate (Category B for Industrial) Vinyl/Plastic

Sec. 7.6 Non-residential and multifamily design elements. The following apply to nonresidential and multifamily development, including institutional buildings:

1. *Goals and intent.*

- (1) Buildings should be constructed in a manner that allows flexibility to accommodate a range of uses over time in order to avoid the need to demolish and rebuild for successive uses.
- (2) Buildings should directly contribute to the attractiveness, safety, and function of the street and public areas.
- (3) Buildings should be constructed in a manner, and with materials, that are highly

durable and will continue to endure and be attractive over a long time, especially adjacent to public and pedestrian areas.

- (4) It is not the intent of this section to discourage innovation. The use of exceptional design features, such as tower elements, exposed beams, or other unique and outstanding architectural ornamentation worthy of merit that make a positive contribution to the surrounding visual environment is encouraged.

2. *General design standards.*

- (1) All buildings within a common development or shopping corner/corridor, as shown on a development plan, concept plan, or preliminary site plan, or viewed from an aerial map, should have similar architectural styles, materials, colors, and detailing that compliment and talk to each other without necessarily being monotonous and precise reflections of one another.
- (2) All structures shall be architecturally finished on all four sides with similar styles, materials, colors, and detailing.
- (3) Facades shall generally be built parallel to the street frontage, except at street intersections, where a facade containing a primary building entrance should be curved or angled toward an intersection.
- (4) All buildings shall be designed and constructed in tri-partite architecture so that they have a distinct base, middle, and top, separated by horizontal elements.
- (5) All buildings shall be constructed of 100 percent masonry finishing material, as outlined in Table A. At least two (2) masonry materials shall be used on all exterior facades. Except for stone, no single material shall exceed 80% of an elevation area.
- (6) Roofs shall be peaked with either hip, gable, or mansard design with a minimum 1:4 pitch, or a parapet wall or false mansard design (minimum 1:2 pitch) is acceptable only if constructed around the entire perimeter of a building so that no flat roof shall be visible from a public street or along an active storefront. At all times roof-mounted mechanical equipment shall be screened from view.
- (7) For buildings with a visible hip, gable, or mansard roof, allowed materials include metal (standing seam), slate, or tile (clay or cement, barrel or Roman-shaped).
- (8) Windows and glazing shall be limited to a minimum of 10 percent and maximum of 70 percent of each building elevation. Faux windows or elements that create a comparable visual, such as decorative brickwork, insets of varying materials/colors, or other similar features, are allowed, subject to discretionary review and approval by the Director. All windows should be recessed a

minimum 4" from exterior wall finish and have a maximum exterior visible reflectivity of 10%.

- (9) Murals cannot display or connote a commercial message without abiding by the Sign regulations, as found within the Code of Ordinances.
 - (10) Columns should be encased in Category A masonry material.
 - (11) All streetscape elements and site amenities, such as bike racks, trash receptacles, lampposts, benches, bollards, patio furniture, and tree grates, shall be metal, rust and flake/chip resistant, and generally be black "storm cloud" in color. Minor deviations in color and design that maintain the spirit and intent of the ordinance are allowed with Staff approval. Bollards can be concrete or cast metal and shall be of decorative design with no bold colors or sleeves.
3. *Primary facade design standards.* The following shall apply to all exterior walls of buildings which are clearly visible from a public street or along an active storefront:
- (1) Walls, excluding windows, doors and other openings, shall be constructed of a minimum 70 percent Group A materials and a maximum of 30 percent Group B materials. A minimum of 20% of primary facades shall be stone.
 - (2) A Big Box may use architectural block (split-face CMU) for up to 10 percent of each primary facade, in addition to the 30 percent of Group B materials, not to exceed 40% total.
 - (3) All exterior walls of buildings less than 15,000 square feet are considered primary facades, regardless of orientation.
 - (4) Primary facades shall incorporate patterns that include changes in either color, material, pattern, module size, texture, articulation, ornamentation, or a combination thereof that repeat horizontally and vertically.
4. *Secondary facade design standards.* The following shall apply to all exterior walls of buildings 15,000 square feet or larger which are NOT clearly visible from a public street or along an active storefront, or are constructed on a property line as one of a series of in-line buildings where the wall will become part of a common wall:
- (1) Walls, excluding windows, doors, and other openings, shall be constructed of a minimum 20 percent Group A materials and a maximum of 80 percent Group B materials. However, the color of the walls shall match the primary facades.
 - (2) Secondary facades which are adjacent to the primary facade should continue the primary facade treatment by wrapping the corner. This may be achieved with elements such as cornices, bases, and vertical elements. In all cases, however, wall surface materials shall wrap the corner.

- (3) Visual relief shall be provided, both horizontally and vertically, to break up monolithic expanses of secondary facades through the use of repeating patterns.

TABLE B		
Facades	Percentage Breakdown	Definition
Primary	70% Group A 30% Group B	Exterior walls of buildings which are clearly visible from a public street or along an active storefront
Secondary	20% Group A 80% Group B	Exterior walls of buildings 15,000 square feet or larger which are NOT clearly visible from a public street or along an active storefront

5. *Building articulation design standards.* Primary facades clearly visible from a public street or along an active storefront shall meet the following minimum standards for articulation:

- (1) *Horizontal articulation.* No building wall shall extend for a distance equal to three times the wall's height without providing an offset equal to 15 percent of the wall's height, and that new plane shall extend for a distance equal to at least 25 percent of the maximum length of the first plane.
- (2) *Vertical articulation.* No wall length shall extend for a distance greater than three times the height of the wall without changing height by a minimum of 15 percent of the wall's height, and that new plane shall extend for a distance equal to at least 25 percent of the maximum length of the first plane. Pitched roofs shall count toward achieving vertical articulation, provided they are 65 degrees or less from horizontal.

6. *Landmark Buildings.*

- (1) Buildings which are located on axis with a terminating street or major access lane or at the intersection of streets and/or major access lane shall be considered a landmark building.
- (2) Such buildings shall be designed with landmark features which take advantage of that location, such as an accentuated 3D entry and a unique building articulation which is offset from the front wall planes and goes above the main building eave or parapet line.
- (3) Landmark features shall be in proportion to the building and are subject to review and approval by the Director.

7. *Building Color.*

- (1) The dominant color of all buildings, including residential and industrial buildings, shall be muted shades of color that are subtle, neutral, or earth tone. Black and stark white should not be used except as an accent color or as found within brick and stone. The color of the secondary facades shall match or compliment the primary façade.
 - (2) There are no restrictions on accent colors which comprise less than one percent of the building face, except that no high intensity colors, neon colors, or fluorescent colors shall be used on exterior surfaces of the building.
 - (3) Bright, reflective, pure tone primary or secondary colors are permissible only in limited application as accent colors on canopies and awnings, or other such features. Proportions should be consistent with trim or accentuation only. Such building trim and accent areas shall not exceed 5 percent of any single exterior wall area. Specifically excluded are door and window frames, moldings, cornices, and other such features. This provision shall not be construed as a license to employ corporate imaging on the primary building facade.
 - (4) The use of high intensity or fluorescent colors shall be prohibited. The use of tube lighting, string lights, or other similar materials shall not be installed on non-residential buildings, except as allowed by the Photometric/Lighting regulations, as found within the Code of Ordinances.
 - (5) No more than one color shall be used for visible roof surfaces; however, if more than one type of roofing material is used, the materials shall be varying hues of the same color or complimentary in nature. Awnings and canopies may incorporate brighter color and branding; however, the primary roof shall not be a bold color.
8. *Auxiliary design standards.* All structures shall be designed to incorporate no less than four of the architectural elements from the list below. Buildings over 50,000 square feet must include a minimum of five of the referenced architectural elements.
- (1) Canopies, awnings, porticos with colonnade or arcades;
 - (2) Raised pilaster cornices (end columns at corner), or quoined corners;
 - (3) Vertical elements (tower, cupola, lighthouse, turret, arches, etc.);
 - (4) Windows and doors framed with smooth cobble, cast stone, limestone or other decorative masonry headers and sills; or dormer windows;
 - (5) Outdoor patios and/or courtyards integrated into a site's layout that creates a sense of place (landscaped and furnished for informal and experiential

gathering);

(6) Decorative and repetitive ornamentation (non-signage) integrated into the building facade, such as corbels, medallions, functioning clocks, niches, wrought iron, balconettes, gargoyles, or horizontal and rhythm patterned brickwork;

(7) Other architectural features approved by the Director.

Sec. 7.7 Industrial building design standards. The following apply to structures constructed in an industrial zoning district and proposing an industrial and/or manufacturing use, per the use chart of the zoning ordinance:

(a) The main entry or office area of the building shall be articulated both horizontally and vertically by at least two feet or 10 percent of the adjacent wall length. Building corners shall also be articulated, as approved by the Director.

(b) Primary exterior facades which are clearly visible from a public street shall be constructed with a minimum ten percent Group A materials and up to 90 percent Group B materials. The Group A materials noted above shall be applied to corners, entries, and other areas in order to mitigate monotony and increase aesthetics. A minimum of two different materials shall be used on primary facades.

(c) Secondary exterior facades not facing a public street may be constructed with up to 100 percent Group B materials.

(d) For industrial buildings, cinder block and aggregate may be considered as Category B masonry materials for secondary facades. The Director has authority to declare certain structures with inherent industrial like use, such as cabinet structures associated with communication towers, to be industrial for the purposes of this ordinance.

(e) A uniform color scheme is required. Colors shall be neutrals, creams, pastels, or deep, rich, non-reflective, natural, or earth-tone colors. Bold reds, greens, oranges, and other “hot and cold” colors should be avoided.

(f) Structures shall incorporate two of the auxiliary design standards.

Sec. 7.8 Residential Design Standards. The following architectural design standards shall apply to all single-family residential and duplex development:

(a) The exterior finishes of a main building or structure in all districts shall be constructed of 100 percent masonry finishing material that is comprised of brick, stone, stucco, or a combination thereof.

(b) Cementitious fiberboard or EIFS may be used for architectural features, including window box-outs, bay windows, roof dormers, columns, chimneys not part of an

exterior wall, or other architectural features approved by the Director.

- (c) Homes, with elevations adjacent to or facing/backing to a right-of-way categorized as a collector or bigger, even if separated by an alley or HOA common area, shall be a minimum of two (2) stories in height.
- (d) The primary residential structure shall incorporate a minimum three (3) of the following “gifts to the street” into each front elevation:
 - (1) Incorporation of at least two (2) allowed masonry materials (brick, stone, stucco).
 - (2) Gables, dormers, or other comparable vertical articulation
 - (3) Covered front porch not less than one hundred (100) square feet in area
 - (4) Recessed entry not less than four (4) feet in depth
 - (5) Architectural garage door
 - (6) Architectural pillars, posts, or arches
 - (7) Bay window facing street, or other comparable horizontal articulation
 - (8) Brick chimney on exterior front or side yard
 - (9) Minimum roof pitch 8:12 or variable roof pitch
 - (10) Separate transom windows
 - (11) Cast stone accents
 - (12) Cupulas or turrets
 - (13) Garage door not facing street
 - (14) Roof accent upgrades (tile, slate, standing seam metal)
 - (15) Decorative driveway paving (enhancements)
 - (16) Decorative masonry pattern-work integrated into a front facade

Sec. 7.9 Other Site Area Standards.

(a) Gas pumps and fueling stations.

- (1) Roofs of the associated pump canopy of convenience store buildings shall not be flat or straight-lined, and should be noticeably pitched or otherwise distinguished, subject to review and approval by the Director.
- (2) Canopy columns shall be fully encased with Category A masonry materials that match the main building.
- (3) The canopy band face shall be flat with no projections or stripes, be non-plastic and generally a metal or masonry based material, be primarily one earth-tone color that matches or accents the primary building, may not be backlit or otherwise illuminated or used as signage, and should generally be no greater than 4 feet in height, except as follows:
 - (i) The canopy band face may utilize one small button logo on each face that can be internally illuminated, as long as each button logo does not exceed 15 square feet for bands 3’ in size and 20 square feet for bands 4’ in size,

is generally as tall as it is wide, and does not protrude more than 18 inches from the canopy in any direction.

(ii) The canopy band face may utilize an external LED halo type light, if properly shielded/recessed and oriented downward/upward so that only the “wash” is visible.

(iii) The canopy band face may utilize internally illuminated rings, as long as the source is LED, it is flush with the band face and only protrudes nominally (up to a maximum of 6”), and the size of the ring does not exceed more than 25% for single rings and 50% for multiple rings of the thickness of the canopy band face.

(iv) The canopy band face shall provide 12” decorative metal address numbers of a contrasting color on street facing sides.

(4) Exhaust valves for underground fuel storage tanks shall be designed to be located against a building, dumpster, screening wall, through the canopy roof, or other structure to mitigate their visual impact and should be an earth-tone color. If impractical, the exhaust valves may be located in an interior landscape area, if properly screened, but shall not be located in the exterior landscape buffer adjacent to the public right-of-way.

(b) Mechanical equipment.

(1) Exposed conduits, ladders, exhaust valves, utility boxes and drain spouts shall be a color matching the building, an accent color, or other earth-tone color.

(2) Outside equipment, coolers, and/or other mechanical items shall be screened in accordance with the screening standards of the zoning ordinance, or be enclosed by a wing wall with a Category A masonry finishing material matching the primary building. Roof mounted equipment shall be screened by the parapet, not metal screens, nor visible from public view. Transformers should be placed to mitigate their visual impact.

(3) All new utilities, including any proposed aerial lines, shall be underground.

(4) Shopping cart return bins for uses such as grocery stores shall be constructed of Category A masonry walls (or an enhanced decorative metal railing) and permanently affixed to the ground.

(c) Accessibility & Layout.

(1) Pedestrian connections, both internal and connecting to external sidewalks or property boundaries, shall be provided, subject to discretionary review and approval by the Director.

- (2) Cross access to adjacent lots shall be provided at all times for both vehicular and pedestrian travelers.
- (3) Bay doors shall not be oriented toward the right-of-way.
- (4) Drive-thru facilities shall provide sufficient stacking spaces, as determined by the Director.
- (5) The final layout of any proposed development, including building placement, parking lots, fire lanes, gates, dumpster locations, and other site elements, shall be determined by the Director.

SECTION 2. That all provisions of the Ordinances of the City of Sachse, Texas, in conflict with the provisions of this Ordinance be and the same are hereby, repealed, and that all other provisions of the Ordinances of the City of Sachse not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

SECTION 4. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Ordinances of the City of Sachse, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. That any person, firm, or corporation violating any provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 6. This ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas on the _____ day of _____, 2017.

APPROVED:

Mike J. Felix
Mayor

DULY ENROLLED:

Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

Peter G. Smith
City Attorney
(07-12-2017/87963)



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3927	Version:	1	Name:	Fence Ordinance
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	8/4/2017	In control:		In control:	City Council
On agenda:	8/7/2017	Final action:		Final action:	
Title:	Discuss and consider an ordinance amending Chapter 3 titled "Building Regulations" by amending Article 1 titled "In General" by amending Section 3-9 titled "Fences" by providing new regulations for the construction, maintenance, and inspection of residential fences.				

Sponsors:

Indexes:

Code sections:

Attachments: [Presentation](#)
[Ordinance](#)

Date	Ver.	Action By	Action	Result
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Title

Discuss proposed revisions to Chapter 3 (Building Regulations) of the Code of Ordinances, to modify Fence standards.

Background

- 82% of respondents believed that Sachse could be cleaner and nicer in appearance
- Fences are a major visual contributor to a neighborhood's built form and environment
- Over 80% of Residential Property Maintenance code enforcement cases are fence related (excludes grass, trash, & vehicles)
- Texas does not regulate fence contractors (nor roofers)
- 85% of fences in Sachse are constructed by contractors
- Regulations protect property owners by establishing minimum standards (i.e. for the bad actors)

Policy Considerations

- Repair work involving less than 1 full run is exempt from permit requirements
- Durability and performance options (concrete footings, spacing & depth regulations, and metal posts) were included in the new ordinance
- Material palette would prohibit metal panels, vinyl, & chain link
- Smooth side out requirement
- Open fencing adjacent to open space
- Enhanced fences at corner (cedar, board on board w/ decorative cap)

Budgetary Considerations

- N/A

Staff Recommendation

- Staff recommends approval of the proposed fence regulations.



FENCES

CITY COUNCIL

AUGUST 7TH, 2017

REQUEST

Consider and act on proposed revisions to Chapter 3 (Building Regulations) of the Code of Ordinances, to modify Fence standards.

The City Council received a presentation on this subject matter at its May 1st and July 5th meetings.

FENCE OVERVIEW

- 82% of respondents believed that Sachse could be cleaner and nicer in appearance
- Fences are a major visual contributor to a neighborhood's built form and environment
- Over 80% of Residential Property Maintenance code enforcement cases are fence related (excludes grass, trash, & vehicles)
- Texas does not regulate fence contractors (nor roofers)
- 85% of fences in Sachse are constructed by contractors
- Regulations protect property owners by establishing minimum standards (i.e. for the bad actors)
- Fewer replacements should balance any cost increases

ORDINANCE OVERVIEW

As directed by the City Council:

- Repair work involving less than 1 full run is exempt from permit requirements
- Durability and performance options (concrete footings, spacing & depth regulations, and metal posts) were included in the new ordinance
- Material palette would prohibit metal panels, vinyl, & chain link
- Smooth side out requirement
- Open fencing adjacent to open space
- Enhanced fences at corner (cedar, board on board w/ decorative cap)

STAFF RECOMMENDATION

✓ Staff recommends approval of the proposed fence regulations

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 3 TITLED “BUILDING REGULATIONS”, BY AMENDING ARTICLE I TITLED “IN GENERAL” BY AMENDING SECTION 3-9 TITLED “FENCES” BY PROVIDING NEW REGULATIONS FOR THE CONSTRUCTION, MAINTENANCE AND INSPECTION OF RESIDENTIAL FENCES; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That the City of Sachse Code of Ordinances is amended by amending Chapter 3 titled “Building Regulations”, by amending Article I titled “In General” by amending Section 3-9 titled “Fences”, to read as follows:

“Chapter 3

BUILDING REGULATIONS

ARTICLE I. IN GENERAL

...

Sec. 3.9 Residential Fences.

A. General requirements.

(1) Permits & Inspections.

- (a) It shall be unlawful for any person to construct or repair a fence not in compliance with the regulations contained herein.
- (b) Fence construction, alterations, additions, or repair requires a permit. A permit shall not be required for repairs if the work does not exceed twenty-five percent (25%) of the total length of the fence. If a cumulative effect of a series of repairs over a twelve-month period exceeds twenty-five percent (25%), a permit is required. Repairs, even ones not requiring a permit, must be completed in compliance with the regulations herein.
- (c) Fees shall apply as shown on the Master Fee Schedule of the City.
- (d) All fence installers are required to be registered with the City.
- (e) Adequate plans and specifications, which may include a plot plan showing exact

materials, location, height, dimensions from property lines, sidewalks, curbs, and location of gates, as determined by the Building Official, must accompany a completed application form.

- (f) Once complete, a final inspection is required and must be scheduled by the installer within one week (five business days) of completion.

(2) Maintenance.

- (a) All fences shall be perpetually maintained, repaired, or replaced by the owner. Fences not required by a city ordinance, screening regulation, or other standard shall be either maintained or removed.
- (b) Fences that fail inspection through a Rental Registration & Inspection program shall be repaired or replaced accordingly.
- (c) It shall be unlawful to maintain a fence in such a manner to allow the following:
 - i. Any fence to lean, fall, become unstable, or to cause damage to other property.
 - ii. Fences to be aided in support by anything other than the fence post.
 - iii. Missing or loose pickets, broken or missing parts, decayed members.

(3) Materials.

- (a) Permitted materials include stone, masonry, brick, wood, and decorative tubular steel (i.e. powder coated ornamental iron).
- (b) Sheet metal, corrugated or enhanced metal panels, plywood, fiberglass, chain link, vinyl, split rail, composite, and other materials shall be prohibited.
- (c) Chain link and wooden fences are prohibited on non-residential and multi-family properties. Masonry walls or decorative metal fencing are allowed and should be used instead.
- (d) Barbed wire, electric, and/or other injurious material is prohibited, unless the property is used for agricultural purposes and over one acre in size, legitimately needed for industrial purposes, or otherwise approved by the Director.

(4) Regulations.

- a. Fences shall not be over eight (8) feet in height, excluding allowance for ground clearances, decorative gate embellishments, and/or any decorative cap.
- b. Fence sections shall have the side with exposed posts and rails oriented to the interior of the residential lot to minimize their exposure to the public. The “smooth side” shall face outward, including along alley ways.
- c. Fences and walls are allowed in front yards up to thirty-six inches (36”) in height and must be either split rail, wrought iron, pipe, picket fence, or decorative masonry wall. Lots over 1 acre in size may construct up to a maximum height of four feet in the front yard. All front yard fences should generally be 50% open, except for walls, when allowed and if in compliance with the regulations herein.
- d. All fences erected on side yards of corner lots (and the attached side yard returns), reverse corner lots, or backing to a right-of-way category that is a collector (or bigger) shall be cedar, board-on-board, with a decorative cap.
- e. All fences installed adjacent to a floodplain, creek, park, or dedicated open space shall be black tubular steel (not to be misconstrued as pipe fencing).

- f. No fence shall be erected on or encroaching upon public right-of-way or within any drainage or other easement, unless otherwise authorized by the Director with prior written approval from the agency controlling said easement. All fences must be maintained in a plane so as not to overhang public property.
- g. No trees, berms, or other obstructions shall be planted or maintained within such distances of street intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines. Sight visibility obstructions, whether plant or structure, shall be removed or cured, as determined by staff field inspection.
- h. On corner lots where the rear lot line is adjacent to a side lot line of an adjoining lot, the fence may be constructed to the property line to a full height in all locations, except a 15 foot site angle shall be required adjacent to the abutting front yard.
- i. At a driveway to alley intersection, no fence will be allowed in a triangle formed by measuring from the point of intersection of a driveway and alley a distance of 10 feet along the driveway and alley and connecting the points so established, from edge of pavement, to form a triangle on the area.
- j. At a street to alley intersection, no fence will be allowed in a triangle formed by measuring from the point of intersection of property lines at the street and alley a distance of 15 feet along the intersecting property lines and connecting the points so established to form a triangle on the area.
- k. Properties may not install side yard gates intended for vehicular use nor install additional drive cuts on corner lots. Lots greater than one acre in size are exempt.
- l. Retaining walls greater than four feet in height shall require a permit, engineered drawings, and inspections.
- m. All swimming pool fences shall be constructed in accordance with all applicable State and local regulations.
- n. Properties that have exterior fences improved by the City through a Neighborhood Partnership program shall maintain, repair, and replace the fence to the same standard as it was installed by the City.

B. *Wooden fence standards.*

- (1) All vertical posts shall be galvanized steel with a minimum two and three-eighths inch diameter, a minimum CS 20 (.095) thickness, and set in a concrete footing.
- (2) Concrete footings shall be a minimum of eight inches in diameter.
- (3) For fences less than seven feet in height, posts shall be spaced at a maximum of eight feet on center and set in a concrete footing of no less than 24 inches deep.
- (4) For fences that are seven feet or greater in height, posts shall be spaced at a maximum of six feet on center and set in a concrete footing of no less than 36 inches deep.
- (5) Wood material shall be western red cedar. White wood, if pressure treated, is allowed.
- (6) All materials shall be securely fastened, vertical boards to horizontal stringers and stringers to vertical posts, to ensure an ongoing attractive appearance and safe condition, free from rot, rust, vandalism, and other sources of decay.
- (7) The bottom of the fence may be designed to prevent ground to wood contact. This can be achieved through the use of a concrete mow strip poured between the fence supports or by installing a 2x6 pressure treated kick board to cover the gap between the bottom of pickets and the ground. This kick board may have ground contact.
- (8) Perimeter walls adjacent to a subdivision. A fence that is parallel to, perpendicular to,

approximately parallel to, or approximately perpendicular to such wall shall not exceed the height of the adjacent subdivision wall. A fence that is separated from the subdivision screening wall by a public alley or right-of-way is deemed to not be adjacent to the subdivision screening wall. If abutting, the height of the fence may be allowed to transition or increase in height from the height of the subdivision screening wall to the maximum allowable height of the fence, provided that the transition does not exceed an even or smooth rate of increase over a span of not less than 16 feet in length.

C. Exceptions.

- (1) Dog runs, swimming pool fences, and other similar situations within the interior of a back yard can be constructed of alternate materials, as long as all exterior and shared fence lines are built to compliance and the alternate interior materials are shorter than the exterior fence and not visible to the public. If such fence is less than 48" in height, no permit is required.
- (2) Estate properties greater than one (1) acre in size that front onto a right-of-way of sixty (60) feet or more in width may install decorative entrances.
- (3) Valid government related facilities, including sports related facilities, with Director approval, may build to industry standard and utilize alternate materials and methods.

SECTION 2. That all provisions of the Ordinances of the City of Sachse, Texas in conflict with the provisions of this Ordinance be and the same are hereby, repealed, and that all other provisions of the Ordinances of the City of Sachse not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

SECTION 4. An offense committed before the effective date of this Ordinance is governed by state law and the provisions of the Ordinances of the City of Sachse, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. That any person, firm, or corporation violating any provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction shall be punished by a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 6. This Ordinance shall take effect immediately from and after its passage as the law in such cases provides.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas on the _____ day of _____, 2017.

APPROVED:

Mike J. Felix
Mayor

DULY ENROLLED:

Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

Peter G. Smith
City Attorney
(08-01-2017/88644)



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3913	Version:	1	Name:	Minor Curfew Ordinance
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	7/24/2017	In control:		In control:	City Council
On agenda:	8/7/2017	Final action:		Final action:	
Title:	Conduct a public hearing and consider an ordinance amending the Code of Ordinances by amending Chapter 12 by continuing and readopting Section 12-1 "Curfew for Minors".				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Presentation Ordinance				

Date	Ver.	Action By	Action	Result
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Title

Amending the Code of Ordinances by amending Chapter 12 by continuing and readopting Section 12-1 "Curfew for Minors".

Background

Texas Local Government Code Sec. 370.002 requires a briefing to Council every three years by the Chief of Police to review the Ordinance's effect on the community and on problems the Ordinance was intended to remedy, to conduct public hearings to allow citizen input, and to abolish, continue, or modify the Ordinance.

Policy Considerations

The "Curfew for Minors" Ordinance provides direction to both parents and minors as to acceptable activities after late hours in Sachse. Additionally the Ordinance provides a tool utilized by police to address unaccompanied minors in public during late night hours. Since 2014, Sachse Police have processed thirty three curfew violations.

Budgetary Considerations

None.

Staff Recommendations

Approve an ordinance amending the Code of Ordinances by amending Chapter 12 by continuing and readopting Section 12-1 "Curfew for Minors".

Juvenile Curfew Renewal



Background

- Ordinance last renewed August 18th 2014
 - 3 year period by statute
- Briefing required to Council
 - Effect on Community
 - Problems intended to remedy
 - Public Hearing
 - Council Action

Issues

- Primary Intent-promote overall safety of minors, prevent victimization.
- Crime Mitigation
 - Criminal Mischief
 - Use of Intoxicants
 - CINS offenses
 - Other Persons & Property Crimes

- Curfew Violations

2014-17

2015-6

2016-9

- Runaways

2014-31

2015-9

2016-7

Hours/Permissible Conduct

- Hours: 11:00PM-6:00AM Sun-Thurs 12:01AM-6:00AM Sat/Sun
- The minor is accompanied by a parent or guardian
- On an errand at the direction of a parent or guardian, without any detour or stop
- In a motor vehicle involved in interstate travel
- Engaged in employment, or going to or returning from employment
- Involved in an emergency
- On the sidewalk by the minor's residence
- Attending an official sponsored function.
- Exercising 1st Amendment right
- Married or had been married



What Happens

- Call for Service or Officer initiated
- Determination of age and circumstances
- Enforcement Options
 - Warning-Parent/Guardian Field Release
 - Citation-Parent/Guardian Field Release
 - Custody-Release from Station





ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 12 BY CONTINUING AND READOPTING SECTION 12-1 “CURFEW FOR MINORS”; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted Ordinance No. 1600, on June 15, 1998, a Curfew for Minors, codified at Section 12-1 of the Code of Ordinances of the City of Sachse, Texas; and

WHEREAS, Section 370.002 of the Texas Local Government Code requires the City Council, before the third anniversary of the date of adoption of the Juvenile Curfew Ordinance, and every third year thereafter, to review the Ordinance’s effects on the community and on problems the Ordinance was intended to remedy, to conduct public hearings on the need to continue the Ordinance, and to abolish, continue, or modify the Ordinance; and

WHEREAS, the City Council continued the effect of said Ordinance for additional three year periods on April 16, 2001 (Ordinance No. 1844), March 15, 2004 (Ordinance No. 2067), October 17, 2011 (Ordinance No. 3328), and August 18, 2014 (Ordinance No. 3604); and

WHEREAS, the Chief of Police briefed the City Council regarding the Ordinance’s effects on the community and on problems the Ordinance was intended to remedy; and

WHEREAS, the City Council has conducted public hearings on the need to continue the Juvenile Curfew Ordinance; and

WHEREAS, based upon the Ordinance’s effects on the community and on the problems the Ordinance was intended to remedy, and after conducting public hearings, the City Council finds that it is in the best interest, health, safety and welfare of the City to continue the Juvenile Curfew Ordinance;

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

SECTION 1. That the Sachse Code of Ordinances, Chapter 12, Section 12-1 “Curfew for Minors” be, and the same is hereby, continued and readopted to read as follows:

“Sec. 12-1. Curfew for minors.

A. *Definitions.* In this section, the following words and terms shall be interpreted as follows (unless the context clearly indicates a different meaning):

(1) *Curfew hours* means:

- (a) 11:00 p.m. until 6:00 a.m. of the following day on any Sunday, Monday, Tuesday, Wednesday or Thursday; and
 - (b) 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday.
- (2) *Emergency* means, but is not limited to, a fire, natural disaster, automobile accident, or any situation requiring immediate action to prevent serious bodily injury, loss of life, or damage to property. For purposes of this definition, "serious bodily injury" means bodily injury that creates a substantial risk of death, serious permanent disfigurement or protracted loss or impairment of the function of any bodily member or organ.
- (3) *Establishment* means any privately owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.
- (4) *Guardian* means:
 - (a) A person who, under court order, is the guardian of the person of a minor; or
 - (b) A public or private agency with whom a minor has been placed by a court.
- (5) *Minor* means any person under the age of 17 years.
- (6) *Operator* means any individual, firm, association, partnership or corporation operating, managing, or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.
- (7) *Parent* means a person who is:
 - (a) A natural or adoptive parent or step parent of another person; or
 - (b) A person at least 18 years of age and with written authorization from a parent or guardian to have the care and custody of a minor.
- (8) *Public place* means any place to which the public or a substantial group of the public has access and includes but is not limited to, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.
- (9) *Remain* means to:
 - (a) Linger or stay unnecessarily; or

- (b) Fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

B. *Offenses.*

- (1) A minor commits an offense if he or she purposefully remains, walks, runs, stands, drives or rides about or upon any public place or in the premises of any establishment within the city during curfew hours.
- (2) A parent or guardian of a minor commits an offense if he or she knowingly permits, or by insufficient control allows, the minor to remain in any public place or on the premises of any establishment within the city during curfew hours.
- (3) The owner, operator, or any employee of an establishment commits an offense if he or she knowingly allows a minor to remain upon the premises of the establishment during curfew hours.

C. *Defenses.*

- (1) It is a defense to prosecution under subsection B of this section that the minor was:
 - (a) Accompanied by the minor's parent or guardian;
 - (b) On an errand at the direction of the minor's parent or guardian without detour or stop;
 - (c) In a motor vehicle involved in interstate travel;
 - (d) Engaged in lawful employment activity, or going to or returning home from an employment activity, without detour or stop;
 - (e) Involved in an emergency;
 - (f) On the sidewalk abutting the minor's residence or abutting the residence of a next door neighbor, if the neighbor did not complain to the police about the minor's presence;
 - (g) Attending an official school or religious activity or other recreational activity supervised by adults and sponsored by the city, a civic organization or another similar entity that takes responsibility for the minor, or going to or returning from, without detour or stop, an official school or religious activity or other recreational activity supervised by adults and sponsored by the city, a civic organization, or another similar entity that takes responsibility for the minor;

- (h) Exercising first amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; or
 - (i) Married or had been married or had disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code, as amended.
- (2) It is a defense to prosecution under paragraph (3) of subsection B of this section that the owner, operator, or employee of an establishment promptly notified the Sachse police department that a minor was present on the premises of the establishment during curfew hours and the minor refused to leave.

D. *Enforcement.* Before taking any enforcement action under this section, a police officer shall ask the apparent offender his or her age and the reason for being in the public place. The officer shall not issue a citation or make an arrest under this section unless the officer reasonably believes that an offense has occurred and that, based on any response and other circumstances, no defense under subsection C of this section is present.

E. *Penalties.*

- (1) A person who violates a provision of this section is guilty of a separate offense for each day or part of a day during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine not to exceed \$500.00.
- (2) When required by 51.08 of the Texas Family Code, as amended, the municipal court shall waive original jurisdiction over a minor who violates paragraph 1 of subsection B of this section and shall refer the minor to juvenile court.”

SECTION 2. That all provisions of the Ordinances of the City of Sachse, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. An offense committed before the effective date of this Ordinance is governed by state law and the provisions of the Ordinances of the City of Sachse, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 4. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

SECTION 5. That any person violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Sachse as heretofore amended and upon conviction shall be punished by a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense.

SECTION 6. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provides.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas on the _____ day of _____, 2017.

APPROVED:

Mike J. Felix
Mayor

DULY ENROLLED:

Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

Peter G. Smith
City Attorney
(06-27-2017/87489)



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3929	Version:	1	Name:	Proposed Budget for 2017-2018
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	8/3/2017	In control:		In control:	City Council
On agenda:	8/7/2017	Final action:		Final action:	
Title:	Consider receipt of and discuss the City Manager's Proposed Budget for Programs and Services for the 2017-2018 Fiscal Year.				

Sponsors:

Indexes:

Code sections:

Attachments: [Presentation](#)

Date	Ver.	Action By	Action	Result
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Title

Consider receipt of and discuss the City Manager's Proposed Budget for Programs and Services for the 2017-2018 Fiscal Year.

Background

City Charter requires that the City Manager present a Proposed Budget for operations of the City for the upcoming year to the City Council not later than August 15th each year.

The Proposed Budget is the product of previously held budget discussions with the City Council and a 3-year financial forecast that was presented earlier in the year.

The Proposed Budget will be submitted to the City Council, posted on the City's web page, placed on file with the City Secretary, and placed at the Sachse Public Library for public inspection. A public hearing on the budget is scheduled for September 5, 2017 at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas.

Policy Considerations

This document sets the financial and operational direction of the City for the next year.

Budgetary Considerations

The final 2017-2018 budget will provide funding for continued operations of the City for the upcoming year.

Staff Recommendations

Staff recommends that City Council receive and discuss the City Manager's Proposed Budget for Programs and Services for the 2017-2018 Fiscal Year.



BUDGET DISCUSSION FY 2017-2018

August 7, 2017

RECAP OF 2018 BUDGET PROCESS

- ◉ June 5—Early Citizen Input
- ◉ July 5—Preliminary budget and financial forecast
- ◉ July 17—Budget Workshop
- ◉ August 7—Accept Certified Tax Rolls
- ◉ August 7—City Manager's Proposed Budget

Budget Calendar (2017-2018 Fiscal Year)

<i>August 17</i>	SEDC meeting to adopt budget.
<i>August 21</i>	Public Hearing on tax rate.
<i>September 5</i>	Public Hearings on tax rate and budget.
<i>September 18</i>	Adopt budget and tax rate.
<i>October 1</i>	New fiscal year begins.
<i>Oct. 1-Nov.30</i>	Budget document finalized and printed for distribution.

CERTIFIED ROLLS

TRUTH-IN-TAXATION Texas Property Tax Chapter 26 of Property Tax Code

	2016 Tax Roll (as adjusted)	2017 Certified Tax Rolls	Change in Values from Prior Year	Change
Property Value				
Market Values	2,103,122,309	2,398,180,694	295,058,385	14.03%
Collin County	830,378,279	984,164,854	153,786,575	18.52%
Dallas County	1,272,744,030	1,414,015,840	141,271,810	11.10%
Taxable Values	1,873,284,967	2,147,974,419	274,689,452	14.66%
Collin County	755,974,567	907,426,270	151,451,703	20.03%
Dallas County	1,117,310,400	1,251,169,419	133,859,019	11.98%
New Construction Values	90,025,829	103,038,639	13,012,810	14.45%
Collin County	50,931,128	49,767,036	(1,164,092)	-2.29%
Dallas County	39,094,701	53,271,603	14,176,902	36.26%
Average Single Family Home Value	218,380	239,838	21,458	9.83%
Collin County	267,401	294,248	26,847	10.04%
Dallas County	197,999	215,927	17,928	9.05%

TRUTH IN TAXATION

TRUTH-IN-TAXATION Texas Property Tax Chapter 26 of Property Tax Code

	2016Tax Roll (as adjusted)	2017 Certified Tax Rolls	Change in Values from Prior Year	Change
Proposed Tax Rate	0.757279	0.747279	0.010000	-1.32%
Debt Rate	0.195279	0.194207	(0.001072)	-.54%
Operations & Maintenance	.562000	.553072	(0.008928)	-1.59%
Total Proposed Tax Rev.	\$13,737,828	15,034,052	1,296,224	9.44%
Debt	3,542,564	3,907,133	364,569	10.29%
Operations	10,122,882	11,052,951	929,709	9.18%
TIF	72,382	74,328	1,946	2.69%
1 cent on the tax rate	\$181,410	\$203,216	\$21,806	12.02%



EFFECTIVE / ROLLBACK TAX RATES

TRUTH-IN-TAXATION Texas Property Tax Chapter 26 of Property Tax Code

	<u>2016</u>	<u>2017</u>
Effective Tax Rate (ETR)	0.696624	0.697471
Rollback Tax Rate (RTR)	0.773045	0.752135



WHAT HAS CHANGED?

- ❑ Property Tax Revenue-Certified Values
- ❑ General Fund Excess of Revenue over Expenditures
- ❑ CIP requests included in General Fund and Utility Fund

OVERVIEW - SEDC

REVENUE

2016-2017 Budget	\$ 694,944
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2017-2018 Proposed Budget	\$ 701,500
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OVERVIEW - SEDC

EXPENDITURES

2016-2017 Budget	\$ 688,809
2017-2018 Proposed Budget	\$ 700,000



OVERVIEW - GENERAL FUND

REVENUE

2016-2017 Budget	\$16,331,070
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2017-2018 Proposed Budget	\$17,162,431
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OVERVIEW - GENERAL FUND

REVENUE BY SOURCE

Property Taxes	\$11,107,591
Sales Tax	\$ 1,434,000
Franchise Fees	\$ 1,694,233
Licenses and Permits	\$ 615,500
Fees	\$ 673,500
Fines	\$ 250,000
Interest	\$ 25,000
Allocated Overhead	\$ 1,078,989
Miscellaneous	\$ 283,618

OVERVIEW - GENERAL FUND

EXPENDITURES

2016-2017 Budget	\$16,250,669
2017-2018 Proposed Budget	\$16,860,976

Proposed Budget Expenditure Summary

2017-2018 Fiscal Year

	FY 16-17 Budget	FY 17-18 Proposed	Change
GENERAL FUND			
City Manager	383,103	409,060	25,957
City Secretary	148,553	166,672	18,119
Human Resources	337,607	361,047	23,440
Finance	548,026	546,930	-1,096
Municipal Court	217,130	245,179	28,049
Parks & Recreation	1,164,914	1,160,984	-3,930
Senior Programs	150,433	151,626	1,193
Library Services	458,091	470,203	12,112
Community Development	844,546	879,108	34,562
Streets & Drainage	1,691,786	1,479,286	-212,500
Facilities Maintenance	538,068	539,325	1,257
Police	4,811,657	5,123,381	311,724
Animal Control	210,614	220,972	10,358
Fire/EMS	3,740,453	4,047,667	307,214
Combined Services	381,203	389,672	8,469
Engineering	239,302	241,594	2,292
Information Technology	385,183	428,270	43,087
	16,250,669	16,860,976	610,307



VEHICLE/EQUIPMENT REPLACEMENT FUND (VERF)

Department	2017	Contribution	Requests	Balance
Park	62,780	75,457	70,000	68,237
Senior Center	-2,092	28,080	0	25,988
Development Svcs	19,949	38,125	75,000	-16,926
Streets	55,434	108,823	30,000	134,257
Facilities	-14,174	73,306	0	59,132
Police	25,035	112,500	75,000	62,535
Animal Services	8,150	8,150	0	16,300
Fire	119,151	196,694	260,000	55,845
Engineering	19,677	7,825	25,000	2,502
TOTAL	293,910	648,960	535,000	407,870

SUPPLEMENTALS-RECOMMENDED

Department	Description	Amount
Combined	Compensation increase(Non-Step Plan)—market and in-grade	149,892
Police	Step Plan continuation/market adj	237,827
Fire	Step Plan continuation/market adj	187,554
Park	Increase/recalculate VERN for Bat-Wing	5,733
Library	Print management system	9,000
Streets	Message board	17,000
Facilities	Add A/C replacement to VERN	55,000
Police	Additional Sergeant position	106,944
Police	Watchguard in-car video system	15,300
Police	Watchguard Vista body cameras	5,500

SUPPLEMENTALS-RECOMMENDED

Department	Description	Amount
Police	Watchguard video redaction software	6,245
Police	SRT radio headsets	6,000
Police	Hostage throw phone	6,500
Animal Svcs	Reclass attendant to ACO	5,661
Fire	Additional firefighter position	84,320
Fire	SCBA tracking program	8,883
Fire	Lucas 3	41,219
Combined Services	Increase tuition reimbursement	5,000
IT	Reclass IT Tech to Information Systems Manager	55,554
IT	Eaton PowerWare UPS Battery	5,998

SUPPLEMENTALS

General Fund

	ITEMS	FUNDS
REQUESTED	33	\$1,738,364
FUNDED General Fund	20	\$1,015,130
Unfunded	13	\$723,234

SUMMARY GENERAL FUND

Proposed Revenue	\$17,162,431
Proposed Expenditures	(\$16,860,976)
Revenues over Expenditures	\$301,455



FUND BALANCE ANALYSIS

Fiscal Year	Unassigned Fund Balance	Next Year Operating Budget	Percentage
2011	3,194,885	10,925,238	29.24%
2012	3,490,845	11,330,617	30.81%
2013	4,631,243	11,623,751	39.84%
2014	5,568,904	11,870,728	46.91%
2015	6,546,528	12,214,597	53.60%
2016	7,723,757	15,278,134	50.55%
2017	7,827,208	16,859,176	46.43%
<i>2017 A/t.</i>	<i>7,109,082</i>	<i>16,859,176</i>	<i>42.17%</i>
2018	7,410,537		
Target 35%	5,900,712	16,859,176	35.00%
Target 25%	4,214,794	16,859,176	25.00%



OVERVIEW - UTILITY FUND

REVENUE

2016-2017 Budgeted Revenue \$10,118,498

2017-2018 Proposed Revenue \$10,939,148



OVERVIEW - UTILITY FUND

REVENUE BY SOURCE

Water	\$6,204,912
Sewer	\$4,565,736
Fees and Charges	\$ 158,500
Interest	\$ 10,000



OVERVIEW - UTILITY FUND

EXPENDITURES

2016-2017 Budget	\$11,718,918
2017-2018 Proposed Budget	\$26,316,470



Proposed Budget Expenditure Summary 2017-2018 Fiscal Year

	FY 16-17 Budget	FY 17-18 Proposed	Change
Utility Fund			
Utility Administration	360,973	350,365	-10,608
Water Operations	7,043,677	7,822,028	778,351
Sewer Operations	3,737,513	15,687,032	11,949,519
Meter Reading	576,755	2,457,045	1,880,290
	11,718,918	26,316,470	14,597,552



UTILITY FUND SUPPLEMENTALS

Department	Description	Amount
Combined	Compensation allowance	31,161
Water Operations	Maxwell Creek pump station	75,000
Water Operations	2018 Chevy Silverado	27,000
Sewer Operations	Sewer jet truck	140,000
	TOTAL RECOMMENDED	273,161

SUPPLEMENTALS

Utility Fund

	ITEMS	FUNDS
REQUESTED	7	\$588,161
FUNDED	4	\$273,161
UNFUNDED	3	\$315,000



SUMMARY UTILITY FUND

9/30/16 Working Capital Balance	\$7,450,081
Previously Allocated Capital Projects	(\$1,732,576)
FY 2017 Revenue over Expense	\$1,155,326
FY 2018 Budgeted Revenue	\$10,939,148
FY 2018 Budgeted Operating Expenses	(\$9,964,693)
Proceeds from 2017 CO's	\$13,000,000
FY 2018 Capital Budget	(\$16,908,277)
Estimated 9/30/18 Working Capital	\$3,939,009



CAPITAL BUDGET SUMMARY

	Capital Projects	Utility Fund	Street Maint.
9/30/17 Fund Balance	1,036,290	6,872,831	231,558
Debt Proceeds	10,000,000	13,000,000	n/a
Transfers-Other Funds	1,000,000	0	0
FY 2018 Budget	0	974,455	350,000
CDBG	82,000		
Available Funds	12,118,290	20,847,286	581,558
Projects Funded	6,547,000	16,908,277	482,600
Projected Bal. 9/30/18	\$5,571,290	\$3,939,009	\$98,958

THIS CONCLUDES
TONIGHT'S BUDGET
PRESENTATION



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3930	Version:	1	Name:	Discuss CIP Street expansion and maintenance needs
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	8/4/2017	In control:		In control:	City Council
On agenda:	8/7/2017	Final action:		Final action:	
Title:	Discuss capital expansion and maintenance projects related to the Fiscal Year 2017-2018 budget.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Presentation FY 17-18 CIP Project List				

Date	Ver.	Action By	Action	Result
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Title

Discuss capital street, water, sewer, drainage, parks, and trails expansion and maintenance needs related to the Fiscal Year 2017-2018 budget.

Background

This item is to discuss the capital infrastructure expansion and maintenance needs, as staff prepares updates to the Capital Improvement Plan for the FY 2017-2018 budget.

The City's Capital Improvement Plan (CIP) is updated annually as part of the budget process.

At the July 5th City Council Meeting, staff received feedback from the City Council on the draft CIP project list for FY 2017-2018. Staff has revised the CIP information and prepared a final draft.

Specifically, there are two options pertaining to utilizing the existing tax rate to fund capital projects, as shown in the presentation.

Once feedback is received, staff will finalize the CIP update and include the information in the Fiscal Year 2018 Budget for City Council approval.

Policy Considerations

Updates to the Capital Improvement Plan (CIP) occur annually as a part of the budget process.

Budgetary Considerations

None at this time. The final projects to be included in the 2018 fiscal year budget will be funded using available fund balances in various accounts, and the existing tax rate for the City.

Staff Recommendations

Staff's final recommendations are included in the attached presentations. There is no action necessary for this item. Staff will solicit input from the City Council and will finalize the CIP based

upon the feedback received. The 5-year CIP will be adopted with the FY 2017-2018 operating budget.



FY 2018 Capital Improvement Plan

City Council

August 7, 2017

Overview

- Capital improvement Plan
- Streets
- Water
- Sewer
- Parks



Capital Improvement Plan

- Staff updates the Capital Improvement Plan on an annual basis for City Council review and approval as part of the Fiscal Year Budget
- The Capital Improvement Plan includes past funding, current funding, and estimated future funding for capital projects
- Capital Projects include:
 - Streets
 - Water
 - Sewer
 - Drainage
 - Parks





Streets

Street Methodology

- Staff received feedback from the City Council at the June 19th meeting regarding capital street projects
- Based on the feedback received, staff is implementing the following methodologies for the upcoming CIP:
 - Existing concrete streets: Complete panel replacement for failing sections
 - Low traffic asphalt streets: Complete full depth asphalt replacement
 - High traffic asphalt streets: begin engineering design to reconstruct as concrete streets

Street Funding Methodology

- Street Maintenance Tax (\$365,000/yr)
 - Fund local street asphalt and concrete **maintenance** projects
- General Fund (\$1,000,000)
 - Fund major **maintenance** panel replacement projects
- Utilize Portion of Existing Tax Rate (\$10,800,000)
 - Fund arterial and collector street **expansion** projects
- Impact Fees (\$1,700,000)
 - Fund design of expansion projects
 - Fund portions of major **expansion** projects where partnerships are making the project possible

Arterial Street Expansion

Project Number	Project Name	Project Cost	Outside Funds	Past Funds	FY 2017-18 Funds	Funding Source	Project Partners
R-12-08	Sachse Road/5 th Street Widening	\$6,000,000	\$3,000,000	\$3,000,000	TBD (Once Bid is Complete)	2006 BOND	Dallas County
R-12-13	Merritt Road Re-Alignment	\$5,000,000	TBD	N/A	\$5,000,000	Tax Rate	TBD
R-12-04	Maxwell Creek Road	\$1,500,000	\$588,000 (Collin County), Developer (TBD)	\$100,000	None	IF	Collin County, Developer & City of Murphy
R-13-11*	Blackburn & Ingram Road (Design)	\$250,000	TBD	N/A	\$250,000	IF	TBD, City to fund design

*Note: Once design is complete, projects would be considered for funding through the existing tax rate capacity

Collector Street Maintenance & Expansion

Project Number	Project Name	Project Cost	FY 2017-18 Funds	Funding Source	Notes
R-17-01	Bryan Street	\$260,000	\$260,000	GF	Panel Replacement
R-17-02	West Creek – Timber Creek to Dogwood	\$205,000	\$205,000	GF	Panel Replacement
R-17-03*	Sachse Road – SH 78 to 5 th Street	\$250,000	\$250,000	IF	Fund Design
R-17-04*	Bailey Road & Hooper Road (Design)	\$400,000	\$400,000	IF	Fund Design
R-17-05*	West Creek - Sachse Road to Timbercreek (Design)	\$100,000	\$100,000	IF	Fund Design

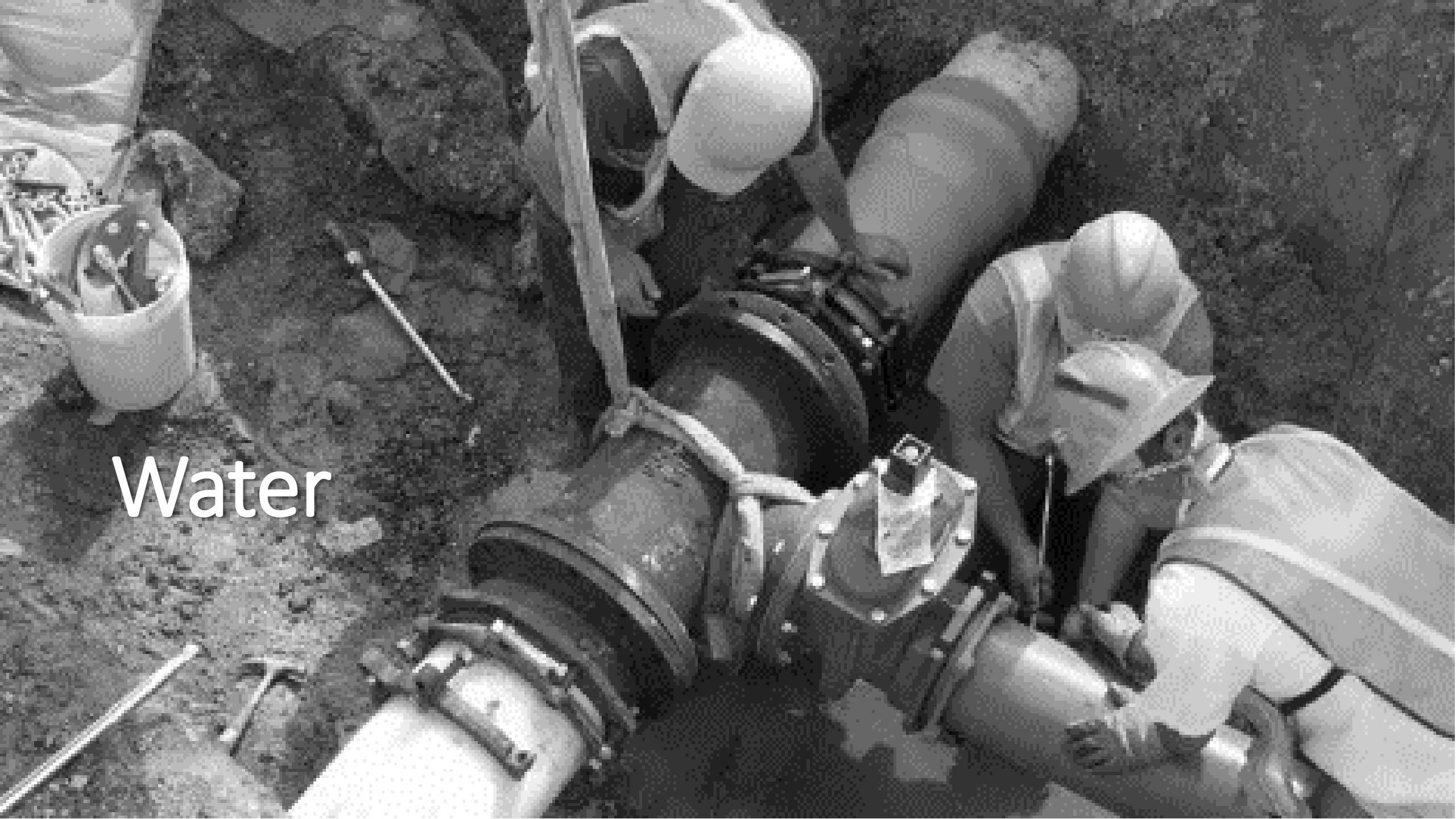
*Note: Once design is complete, projects would be considered for funding through the existing tax rate capacity

Street Maintenance

Project Number	Project Name	Project Cost	FY 2017-18 Funds	Funding Source	Notes
R-17-06	Sachse Street	\$30,000.00	\$30,000.00	SMT	4 th Street to 5 th Street
R-17-07	Ben Road	\$133,000.00	\$133,000.00	SMT	Asphalt Replacement
R-17-08	Pleasant Valley Place	\$81,600.00	\$81,600.00	SMT	Asphalt Replacement
R-17-09	Longbranch Court	\$60,000.00	\$60,000.00	SMT	Asphalt Replacement
R-17-10	Tina Street	\$60,000.00	\$60,000.00	SMT	Panel Replacement
R-17-11	Parkview Drive	\$58,000.00	\$58,000.00	Street Department	Panel Replacement
R-17-12	Brookview Court Alley	\$82,000	\$82,000	CDBG	Dallas County

Funding Overview

- Street Maintenance Tax
 - \$360,000 proposed for FY 2017-2018 on maintenance projects
- General Fund
 - \$465,000 to fund major panel replacement on Bryan Street and West Creek
 - \$535,000 allocated to fund expansion projects once design is complete
- Utilize Portion of Existing Tax Rate (\$10,000,000)
 - \$5,000,000 for Merritt Road Re-Alignment
 - \$5,000,000 to fund expansion projects once design is complete
- Impact Fees
 - \$1,000,000 to fund engineering design of expansion projects
 - \$700,000 to fund expansion projects once design is complete



Water

Water Expansion

Project Number	Project Name	Project Cost	Past Funds	FY 2017-18 Funds	Funding Source	Notes
W-12-15a	Southeast Water Tower (Design & Property)	\$930,000	\$930,000	N/A	IF	Design Complete, property acquisition ongoing
W-12-15b	Southeast Water Tower	\$4,000,000	2,000,000	\$2,000,000	IF/CO	Design Complete, Construction in FY 2018
W-14-02	12" Main – Pleasant Valley Road from Eastview to Ben Road	\$150,000	N/A	\$150,000	UF	Fund design in FY 2018
W-17-01	AMI Conversion	\$2,256,377	N/A	\$2,256,377	UF	Utility Fund balance to fund project

Water Rehabilitation

Project Number	Project Name	Project Cost	Past Funds	FY 2017-18 Funds	Funding Source	Notes
W-13-02	8" Main – Pleasant Valley Place & Longbranch	\$200,000	\$200,000	N/A	UF	Design complete in FY 2017, bid & construct in FY 2018
W-14-01	Maxwell Creek Pump Station Rehab	\$100,000	\$25,000	\$75,000	UF	Analysis and scoping complete in FY 2017, bid & construct in FY 2018
W-15-01	Sachse Road 4" Water Main Abandonment	\$80,400	N/A	\$80,400	UF	To be constructed with Sachse Road/5 th Street Widening



Sewer

Sewer Expansion

Project Number	Project Name	Project Cost	Past Funds	FY 2017-18 Funds	Funding Source	Notes
SS-12-01	30" Bunker Hill Sewer Expansion	\$775,000	\$775,000	N/A	IF	Construction to begin late summer 2017
SS-12-08 SS-12-09 SS-12-10 SS-12-11	Southeast Sewer Expansion	\$11,000,000	N/A	\$11,000,000	CO	Design underway

Sewer Rehabilitation

Project Number	Project Name	Project Cost	Past Funds	FY 2017-18 Funds	Funding Source	Notes
SS-13-01	8" Main – Easement from Bonanza Court to Vicksburg	\$177,164	\$177,164	N/A	UF	Design complete in FY 17, Construct in FY 18
SS-14-01	8" Main – Old City Hall to Sachse Street	\$194,600	194,600	N/A	UF	Design complete in FY 17, Construct in FY 18
SS-14-02	8" Main Natchez – Jefferson to Cornwall	\$206,500	N/A	\$206,500	UF	Design in FY 18, Construction in FY 19
SS-17-01	Kellie Street Sewer Rehab	\$350,000	N/A	\$350,000	UF	In-house design in FY 17, Construction in FY 18



Drainage

Drainage Expansion

Project Number	Project Name	Project Cost	FY 2017-18 Funds	Funding Source	Notes
D-17-01	Long Branch Flood Control Improvements	\$3,000,000	N/A	GF	Future Drainage Improvement Project
D-17-02	Merritt Road, Sachse Road, Willow Lake Improvements	\$2,700,000	N/A	GF	Future Drainage Improvement Project
D-17-03	Rowlett Creek Tributary Improvements	\$2,300,000	N/A	GF	Future Drainage Improvement Project
D-17-04	Coral Lane/Anthony Road Drainage Improvements	\$350,000	N/A	GF	Future Drainage Improvement Project
D-17-05	Vicksburg & Jefferson Drive Channel Improvements	\$275,000	N/A	GF	Future Drainage Improvement Project

Drainage Rehabilitation

Project Number	Project Name	Project Cost	FY 2017-18 Funds	Funding Source	Notes
D-17-11	Brookhollow Stream Erosion Protection	\$50,000	TBD	Stormwater Utility	Project funding pending stormwater utility implementation
D-17-12	Muddy Creek Erosion Protection – Ingram Road	\$75,000	TBD	Stormwater Utility	""
D-17-13	Stream 2E7 Erosion Protection - Williford/Anthony	\$75,000	TBD	Stormwater Utility	""
D-17-14	Stream 2E7 Vegetation Removal	\$100,000	TBD	Stormwater Utility	""
D-17-15	Major culvert cleaning (multiple locations)	TBD	TBD	Stormwater Utility	""

Parks



Parks Expansion

Project Number	Project Name	Project Cost	FY 2017-18 Funds	Funding Source	Notes
P-17-01	Sachse Community Center	\$4,500,000	\$225,000	GF, TBD	Design to begin in FY 17-18, Future Construction Project
P-17-02	Splash Pad	\$500,000		Park Development Fund	Location TBD
P-17-03	Heritage Park Expansion Projects	TBD		TBD	Scope to be developed
P-17-04	Joe Stone Park Restroom	\$105,000		TBD	Future Expansion Project
P-17-05	Inclusive Playground @ Firefighters Park	\$37,000		TBD	Future Expansion Project

Trails Expansion

Project Number	Project Name	Project Cost	FY 2017-18 Funds	Funding Source	Notes
T-17-01	Sachse Highline Trail	\$592,870	N/A	TBD/Grant	City applied for grant in 2015 & 2016
T-17-02	Sachse Road/5 th Street Trail	\$300,000	N/A	2006 Bond/County	Part of road widening scope
T-17-03	Williford Road Trail – Bryan Street to Bailey Road	\$506,000	N/A	TBD	Future connections to Salmon Park
T-17-04	Muddy Creek Trail – Sachse Road to Pleasant Valley Road	\$695,000	\$695,000	UF	Dual purpose access Road for SE Sewer Expansion

Parks Rehabilitation

Project Number	Project Name	Project Cost	FY 2017-18 Funds	Funding Source	Notes
PR-17-03	Heritage Park Playground Rehabilitation	\$80,000	N/A	TBD	Future Rehab Project
PR-17-04	Joe Stone Park Playground Rehabilitation	\$60,000	N/A	TBD	Future Rehab Project
PR-17-05	Dave Sanford Park Playground Rehabilitation	\$70,000	N/A	TBD	Future Rehab Project

Certificates of Obligation

- Option 1

- \$5,000,000 for Merritt Road Re-Alignment
- \$5,800,000 for road expansion projects
 - \$1.3M Blackburn/Ingram (3rd to Dewitt)
 - \$1.5M Sachse Road (78 to 5th)
 - \$900k West Creek (Sachse to Timbercreek)
 - \$4.8M Bailey Road & Hooper
 - Could be done in 2 phases for budget

- Option 2

- \$500,000,000 for Merritt Road Re-Alignment
- \$4,000,000 for Community Center
- \$1,800,000 for road expansion

Next Steps

- Staff is seeking feedback on the two options for Certificates of Obligation on the existing tax rate
- Staff is seeking feedback on the final draft CIP plan
- Staff will finalize the plan based upon the feedback received
- The Final Capital Improvement Plan will be included in the Fiscal Year 2017-2018 Budget documents



Streets CIP

CIP No.	Project	Estimated Capital Project Cost	Estimated Outside Funding	Previous CIP Funds	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Updated	Funding Source	Notes
R-12-04c	Maxwell Creek Road - Canyon Crest North	1,500,000	588,000	100,000						2017	IF	Developer to Construct, Collin County fund \$588,000
R-12-08	5th Street/Sachse Road widening - SH 78 to Miles	6,000,000	3,000,000	3,000,000	TBD					2017	2006 BOND	Construction Plans are 95% complete. FY2017-2018 construction
R-12-09	Sachse Road Widening - Miles to County Line	23,670,000	14,525,000			500,000				2017	TBD	Future Dallas County MCIP Funding
R-12-13	Merritt Road Re-alignment	5,000,000	TBD		5,000,000					2017	Tax Rate	City funding through CO's
R-12-14	Merritt Road - Pleasant Valley to Sachse Road	12,000,000	4,500,000							2017	TBD	Future Dallas County MCIP Funding
R-13-03	Pleasant Valley Road (Merritt Road to City Limit)	15,500,000	7,400,000				500,000			2017	TBD	Future Dallas County MCIP Project
R-13-11a	Blackburn/Ingram Road (3rd Street to Dewitt Road)	250,000			250,000					2017	IF	Project Partner TBD, Project for design only
R-13-11b	Blackburn/Ingram Road (Hilltop Trail to 3rd Street)	250,000					250,000			2017	IF	Future design project
R-13-11c	Blackburn/Ingram (3rd-Dewitt) Construction	1,300,000	TBD							2017	TBD	Future Expansion Project
R-17-03	Sachse Road - SH 78 to 5th Street	250,000			250,000					2017	IF	Project for design only
R-17-03a	Sachse Road - 78 to 5th Construction	1,500,000	TBD							2017	TBD	Future Expansion Project
R-17-04	Bailey Road & Hooper Road	400,000	N/A		400,000					2017	IF	Project for design only
R-17-04a	Bailey Road & Hooper Construction	4,800,000								2017	TBD	Future Expansion Project - could be divided into phases
R-17-05	West Creek - Sachse Road to Timbercreek	100,000	N/A		100,000					2017	IF	Project for design only
R-17-05a	West Creek - Sachse to Timbercreek Construction	900,000								2017	TBD	Future Expansion Project
SUBTOTAL STREETS:		73,420,000	30,013,000	3,100,000	6,000,000	500,000	750,000	0	0			

Note: 2006 Bond = 2006 Bond Funds, IF = Impact Fees, SMT = Street Maintenance Tax, DEV = Developer Funded, RCC = RCC Funds, CP = Capital Project Funds, TBD = Future funding source not currently identified

LEGEND

	Project Complete, or Substantially Complete
	Project Underway
	Project with funding source defined
	Future Project, funding not currently available (italicized)

Street Captial Improvement Plan Rehabilitation												
CIP No.	Project	Estimated Capital Project Cost	Estimated Outside Funding	Previous CIP Funds	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Updated	Funding Source	Notes
R-17-01	Bryan Street	260,000			260,000					2017	GF	Panel Replacement
R-17-02	West Creek to Timber Creek to Dogwood	205,000			205,000					2017	GF	Panel Replacement
R-17-06	Sachse Street	30,000			30,000					2017	SMT	4th Street to 5th street
R-17-07	Ben Road	133,000			133,000					2017	SMT	Asphalt Replacement
R-17-08	Pleasant Valley Place	81,600			81,600					2017	SMT	Asphalt Replacement
R-17-09	Longbranch Court	60,000			60,000					2017	SMT	Asphalt Replacement
R-17-10	Tina Street	60,000			60,000					2017	SMT	Panel Replacement
R-17-11	Parkview Drive	58,000			58,000					2017	SMT	Panel Replacement
R-17-12	Brookview Court Alley	82,000	82,000		82,000					2017	CDBG	2017 Dallas County CDBG project
R-17-13	Park Lake Boulevard	125,000								2017	SMT	Future Street Maintenance Tax Project
SUBTOTAL STREETS:		1,094,600	82,000	0	969,600	0	0	0	0			

Note: 2006 Bond = 2006 Bond Funds, IF = Impact Fees, SMT = Street Maintenance Tax, DEV = Developer Funded, RCC = RCC Funds, CP = Capital Project Funds, TBD = Future funding source not currently identified

LEGEND

Project Complete, or Substantially Complete

Project Underway

Project with funding source defined

Future Project, funding not currently available (italicized)

4,038,320

Water CIP

CIP No.	Project	Estimated Capital Project Cost	Estimated Outside Funding	Previous CIP Funds	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Updated	Funding Source	Notes
W-12-03	Additional 4.6 MGD Pump	595,000				595,000				2017	IF	Future pumps at Public Works
W-12-04	Bunker Hill 12-inch waterline (North)	110,840	110,840	110,840						2017	DEV/IF	Remaining segment that has not yet been constructed
W-12-05	Bunker Hill 12-inch waterline (South)	231,540	231,540				231,540			2017	DEV	Developer to construct
W-12-12	12-inch WL from Miles to Pleasant Valley (S of PGBT)	470,090	N/A							2017	IF	Future water system expansion
W-12-13	12-inch WL from Pleasant Val. to new Elev. Tank	1,083,460	N/A			60,000	1,023,460			2017	IF	Future water system expansion
W-12-15a	Southeast Water Town (Design & Property)	930,000	N/A	930,000	N/A					2017	IF	Design complete, property acquisition ongoing
W-12-15b	Southeast Water Tower Construction	4,000,000	N/A	2,000,000	2,000,000					2017	IF/CO	Utility Fund Debt Issuance in 2017
W-12-16	16-inch WL from 1.25 MG Elev. Storage Tank to Merritt Road	222,480	N/A	222,480						2017	IF/UF	Design 90% complete. Anticipate bid & construction following property acquisition.
W-14-02	12-inch WL Pleasant Valley from Eastview to Ben Road	150,000	N/A		150,000					2017	UF	Fund design in FY 2018
W-17-01	AMI Conversion	2,256,377	N/A		2,256,377					2017	UF	Utility Fund balance to fund project
SUBTOTAL WATER:		10,049,787	342,380	3,263,320	4,406,377	655,000	1,255,000	0	0			

Note: 2006 Bond = 2006 Bond Funds, IF = Impact Fees, SMT = Street Maintenance Tax, DEV = Developer Funded, RCC = RCC Funds, CP = Capital Project Funds, TBD = Future funding source not currently identified

LEGEND

Project Complete, or Substantially Complete

Project Underway

Project with funding source defined

Future Project, funding not currently available (italicized)

Water Captial Improvement Plan Rehab

CIP No.	Project	Estimated Capital Project Cost	Estimated Outside Funding	Previous CIP Funds	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Updated	Funding Source	Notes
W-13-02	8-inch WL Pleasant Valley Place & Long Branch	200,000		200,000	N/A					2017	UF	Design complete in FY 2017, bid & construct in FY 2018
W-14-01	Maxwell Creek Pump Station - Pump House	100,000		25,000	75,000					2017	UF	Analysis and scoping in FY 2017, approved supplemental for construction in FY 18
W-14-04	8-inch WL Ben Road	362,600						362,600		2017	UF	Future Reconstruction/upgrade project
W-14-05	8-inch WL Sachse Street and 2nd Street	109,200		109,200						2017	UF	Reconstruction/upgrade project
W-14-06	8-inch WL Williford Road from Bailey Road to SH 78	371,700					371,700			2017	UF	Future Reconstruction/upgrade project
W-14-07	8-inch WL 3rd Street from SH 78 to Ingram	286,200				286,200				2017	UF	Future Reconstruction/upgrade project
W-14-08	8-inch WL Cartwright from 3rd Street to Big Valley	196,800				196,800				2017	UF	Future Reconstruction/upgrade project
W-14-09	Sachse South Estates Water Main Replacement	722,554							722,554	2017	UF	Future Reconstruction/upgrade project
W-14-10	8-inch WL from Pecan Grove to Ponderosa	80,400					80,400			2017	UF	Future Reconstruction/upgrade project
W-15-01	Sachse Road 4" Water Main Abandonment	80,400			80,400					2017	UF	To be constructed with Sachse Road/ 5th street Widening
SUBTOTAL WATER:		2,509,854	0	334,200	155,400	483,000	452,100	362,600	722,554			

Note: 2006 Bond = 2006 Bond Funds, IF = Impact Fees, SMT = Street Maintenance Tax, DEV = Developer Funded, RCC = RCC Funds, CP = Capital Project Funds, TBD = Future funding source not currently identified

LEGEND

Project Complete, or Substantially Complete

Project Underway

Project with funding source defined

Future Project, funding not currently available (italicized)

Sanitary Sewer CIP

CIP No.	Project	Estimated Capital Project Cost	Estimated Outside Funding	Previous CIP Funds	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Updated	Funding Source	Notes
SS-12-01	30-inch Sanitary Sewer Bunker Hill Road	775,000		775,000	N/A					2017	IF	Construction to beign late summer 2017
SS-12-08 SS-12-09 SS-12-10 SS-12-11	Southeast Sewer Expansion	11,000,000			11,000,000					2017	CO	Design underway
SS-12-12	8-inch trunk line on south side of PGBT to Line "C"	290,000			90,000	200,000				2017	UF	Design and construction with SE Sewer Expansion
SS-12-13	8-inch trunk line on north side of PGBT to Line "C"	260,000			80,000	180,000				2017	UF	Design and construction with SE Sewer Expansion
SS-12-14	Line "D" - 10-inch trunk line from south of PGBT to MRLS	425,000				150,000		275,000	275,000	2017	TBD	Design with SE Sewer Expansion, Constr. development driven
SS-12-15	8-inch mains (East-West) connecting to Line "D"	210,000				70,000		140,000	140,000	2017	TBD	Design with SE Sewer Expansion, Constr. development driven
SS-12-16	8-inch branch line north of PGBT to Line "C"	145,000				40,000		105,000	105,000	2017	TBD	Design with SE Sewer Expansion, Constr. development driven
SS-12-17	Infiltration-Inflow Study and Improvements for Sachse Estates Area	750,000				75,000		675,000	675,000	2017	TBD	Sewer Study and Reconstruction
SS-12-18	Line "E" - 10-inch trunk line from Line "G" along south City Limits	350,000					350,000	350,000	350,000	2017	TBD	Future project (> 5-yr) unless development driven
SUBTOTAL SANITARY SEWER:		14,205,000	0	775,000	11,170,000	715,000	350,000	1,545,000	1,545,000			

Note: 2006 Bond = 2006 Bond Funds, IF = Impact Fees, SMT = Street Maintenance Tax, DEV = Developer Funded, RCC = RCC Funds, CP = Capital Project Funds, TBD = Future funding source not currently identified

LEGEND

Project Complete, or Substantially Complete

Project Underway

Project with funding source defined

Future Project, funding not currently available (italicized)

Sewer Captial Improvement Plan Rehabilitation

CIP No.	Project	Estimated Capital Project Cost	Estimated Outside Funding	Previous CIP Funds	FY 17-18	FY 18-19	FY 19-20	FY 20-21	Updated	Funding Source	Notes
SS-13-01	8-inch main - Easement from Bonanza Ct. to Vicksburg Drive	177,164		177,164					2017	UF	Design complete in FY 17, Construct in FY 18
SS-14-01	8-inch main from Old City Hall to Sachse Street	194,600		194,600					2017	UF	Design complete in FY 17, Construct in FY 18
SS-14-02	8-inch main - Natchez from Jefferson to Cornwall	206,500			206,500				2017	UF	Design in FY 18, Construction in Fy 19
SS-14-03	8-inch main - Bryan Street from Williford to William	141,600				141,600			2017	UF	Future Reconstruction/upgrade project
SS-14-04	8-inch main - Bailey Road	481,400					481,400		2017	UF	Future Reconstruction/upgrade project
SS-14-05	Sachse Ranch Estates Sewer Replacement	921,564						921,564	2017	UF	Future Reconstruction/upgrade project
SS-14-06	Industrial Park Sanitary Sewer	189,700				189,700			2017	UF	Future Reconstruction/upgrade project
SS-14-08	Sachse South Estates Sewer Main Replacement	715,906					715,906		2017	UF	Future Reconstruction/upgrade project
SS-17-01	Sachse Street - Ben Davis Street to 3rd Street	125,000				125,000			2017	UF	Future Reconstruction/upgrade project
SS-17-02	8-inch main - Anthony Lane from Williford Road to Bailey Road	245,000				245,000			2017	UF	Future Reconstruction/upgrade project
SS-17-01	Kellie Street Sewer Rehab	350,000			350,000				2017	UF	In-house design in FY 17, Construction in FY 18
SUBTOTAL SANITARY SEWER:		3,748,434	0	371,764	556,500	701,300	1,197,306	921,564			

Note: 2006 Bond = 2006 Bond Funds, IF = Impact Fees, SMT = Street Maintenance Tax, DEV = Developer Funded, RCC = RCC Funds, CP = Capital Project Funds, TBD = Future funding source not currently identified

LEGEND	
	Project Complete, or Substantially Complete
	Project Underway
	Project with funding source defined
	Future Project, funding not currently available (italicized)

Drainage CIP

CIP No.	Project	Estimated Capital Project Cost	Estimated Outside Funding	Previous CIP Funds	FY 17-18	FY 18-19	FY 19-20	FY 20-21	Updated	Funding Source	Notes
D-17-01	Long Brnach Flood Control Improvements	3,000,000							2017	GF	Future Drainage Improvement Project
D-17-02	Merritt Road, Sachse Road, Willow Lake Improvements	2,700,000							2017	GF	Future Drainage Improvement Project
D-17-03	Rowlett Creek Tributary Improvements	2,300,000							2017	GF	Future Drainage Improvement Project
D-17-04	Coral Lane, Anthony Road Drainage Improvements	350,000							2017	GF	Future Drainage Improvement Project
D-17-05	Vicksburg & Jefferson Drive Channel Improvements	275,000							2017	GF	Future Drainage Improvement Project
D-17-06	Jackson Meadows Pond Erosion Control	500,000							2017	GF	Future Drainage Improvement Project
D-17-07	Spring Meadows Estates Detention Pond re-design	100,000							2017	GF	Future Drainage Improvement Project
D-17-08	Long Branch from Dewitt to Ingram	2,000,000							2017	GF	Future Drainage Improvement Project
SUBTOTAL DRAINAGE:		11,225,000	0	0	0	0	0	0			

Note: 2006 Bond = 2006 Bond Funds, IF = Impact Fees, SMT = Street Maintenance Tax, DEV = Developer Funded, RCC = RCC Funds, CP = Capital Project Funds, TBD = Future funding source not currently identified

LEGEND

	Project Complete, or Substantially Complete
	Project Underway
	Project with funding source defined
	Future Project, funding not currently available (italicized)

Drainage Captial Improvement Plan Rehabilitation

CIP No.	Project	Estimated Capital Project Cost	Estimated Outside Funding	Previous CIP Funds	FY 17-18	FY 18-19	FY 19-20	FY 20-21	Updated	Funding Source	Notes
D-17-11	Brookhollow Stream Erosion Protection	50,000							2017	Stormwater Utility	Project funding pending stormwater utility implementation
D-17-12	Muddy Creek Erosion Protection- Ingram Road	75,000							2017	Stormwater Utility	Project funding pending stormwater utility implementation
D-17-13	Stream 2E7 Erosion Protection- Williford/Anthony	75,000							2017	Stormwater Utility	Project funding pending stormwater utility implementation
D-17-14	Stream 2E7 Vegetation Removal	75,000							2017	Stormwater Utility	Project funding pending stormwater utility implementation
D-17-15	Major culvert cleaning (multiple locations)	TBD							2017	Stormwater Utility	Project funding pending stormwater utility implementation
SUBTOTAL DRAINAGE:		275,000	0	0	0	0		0			

Note: 2006 Bond = 2006 Bond Funds, IF = Impact Fees, SMT = Street Maintenance Tax, DEV = Developer Funded, RCC = RCC Funds, CP = Capital Project Funds, TBD = Future funding source not currently identified

LEGEND

	Project Complete, or Substantially Complete
	Project Underway
	Project with funding source defined
	Future Project, funding not currently available (italicized)

Parks Captial Improvement Plan Expansion											
CIP No.	Project	Estimated Capital Project Cost	Estimated Outside Funding	Previous CIP Funds	FY 17-18	FY 18-19	FY 19-20	FY 20-21	Updated	Funding Source	Notes
P-17-01	Sachse Community Center	4,500,000			225,000	225,000			2017	GF Balance, TBD	GF to fund design
P-17-02	Splash Pad	500,000							2017	Park Development Fund	Location TBD
P-17-03	Heritage Park Expansion Projects	TBD							2017	TBD	Scope to be developed
P-17-04	Joe Stone Park Restroom	105,000							2017	TBD	Future Expansion Project
P-17-05	Inclusive Playground - Firefighters Park	37,000							2017	TBD	Future Expansion Project
SUBTOTAL OTHER PROJECTS:		5,000,000	0	0	225,000	225,000	0	0			

Note: 2006 Bond = 2006 Bond Funds, IF = Impact Fees, SMT = Street Maintenance Tax, DEV = Developer Funded, RCC = RCC Funds, CP = Capital Project Funds, TBD = Future funding source not currently identified

LEGEND

Project Complete, or Substantially Complete

Project Underway

Project with funding source defined

Future Project, funding not currently available (italicized)

Parks Captial Improvement Plan Rehabilitation

CIP No.	Project	Estimated Capital Project Cost	Estimated Outside Funding	Previous CIP Funds	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Updated	Funding Source	Notes
PR-17-03	Heritage Park Playground Rehabilitation	80,000				80,000				2017	TBD	Future Rehab Project
PR-17-04	Joe Stone Park Playground Rehabilitation	60,000				60,000				2017	TBD	Future Rehab Project
PR-17-05	Dave Sanford Park Playground Rehabilitation	70,000					70,000			2017	TBD	Future Rehab Project
PR-17-06	Cornwall Lane Park Playground Rehabilitation	15,000					15,000			2017	TBD	Future Rehab Project
PR-17-07	Salmon Park Playground Rehabilitation	80,000					80,000			2017	TBD	Future Rehab Project
PR-17-08	Heritage Park Ballfield Rehabilitation	2,000,000							2,000,000	2017	TBD	Future Rehab Project
PR-17-09	Salmon Park Ballfield Rehabilitation	600,000							600,000	2017	TBD	Future Rehab Project
PR-17-10	Salmon Park Shelter Replacement	45,000						45,000		2017	TBD	Future Rehab Project
PR-17-11	Joe Stone Shelter Replacement	40,000						40,000		2017	TBD	Future Rehab Project
PR-17-12	Heritage Park Shelter Replacement	30,000						30,000		2017	TBD	Future Rehab Project
SUBTOTAL OTHER PROJECTS:		3,020,000			0	140,000	165,000	115,000	2,600,000			

Note: 2006 Bond = 2006 Bond Funds, IF = Impact Fees, SMT = Street Maintenance Tax, DEV = Developer Funded, RCC = RCC Funds, CP = Capital Project Funds, TBD = Future funding source not currently identified

LEGEND

Project Complete, or Substantially Complete

Project Underway

Project with funding source defined

Future Project, funding not currently available (italicized)

Trails Captial Improvement Plan Expansion

CIP No.	Project	Estimated Capital Project Cost	Estimated Outside Funding	Previous CIP Funds	FY 17-18	FY 18-19	FY 19-20	FY 20-21	Updated	Funding Source	Notes
T-17-01	Sachse Highline Trail	592,870							2017	TBD/Grant	City applied for grant in 2015 and 2016
T-17-02	Sachse Road/5th Street Trail	300,000	150,000	150,000					2017	Bond/County	Part of road widening scope
T-17-03	Williford Road Trail - Bryan Street to Bailey Road	506,000							2017	TBD	Future connections to Salmon Park
T-17-04	Muddy Creek Trail - Sachse Rd to Pleasant Valley Rd	695,000			695,000				2017	UF	Dual purpose access road for SE Sewer Expansion
SUBTOTAL OTHER PROJECTS:		2,093,870	150,000		695,000						

Note: 2006 Bond = 2006 Bond Funds, IF = Impact Fees, SMT = Street Maintenance Tax, DEV = Developer Funded, RCC = RCC Funds, CP = Capital Project Funds, TBD = Future funding source not currently identified

LEGEND

	Project Complete, or Substantially Complete
	Project Underway
	Project with funding source defined
	Future Project, funding not currently available (italicized)



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3922	Version:	1	Name:	Notice of intent to issue debt August 2017
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	7/31/2017	In control:		In control:	City Council
On agenda:	8/7/2017	Final action:			
Title:	Consider adoption of a resolution directing the publication of notice of intention to issue combination tax and revenue certificates of obligation to provide funds for street and road improvements and parks and recreational improvements, including a community center; resolving other matters relating to the subject; and providing an effective date.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 1 Resolution 2				

Date	Ver.	Action By	Action	Result
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Title

Consider adoption of a resolution directing the publication of notice of intention to issue combination tax and revenue certificates of obligation to provide funds for street and road improvements; resolving other matters relating to the subject; and providing an effective date.

Consider adoption of a resolution directing the publication of notice of intention to issue combination tax and revenue certificates of obligation to provide funds for street and road improvements and parks and recreational improvements, including a community center; resolving other matters relating to the subject; and providing an effective date.

Background

Alternative 1:

Staff gave a presentation at the June 19, 2017 City Council meeting on street expansion and improvement projects as identified in the Capital Improvement Plan. Feedback received from Council during that presentation was used in developing the Capital Budget presented tonight that is included in the City Manager's Proposed Budget for the 2017-2018 fiscal year. The following projects were identified as potentially being funded through the issuance of \$10 million in debt:

1. Merritt Road Realignment
2. Sachse Road, Highway 78 to 5th Street
3. Blackburn/Ingram
4. West Creek, Sachse Road to Timbercreek
5. Bailey Road, Creek Crossing to Hooper

Projects 2-5 listed above are scheduled for design and engineering to be funded through the use of Roadway Impact Fees; final determination and prioritization of the construction schedule of those

projects will be based on the construction estimates after design is complete. Final design and construction of the Merritt Road Realignment is the highest priority street project in the CIP and is estimated at a total cost of \$5 million, or roughly half of the debt proceeds.

Alternative 2:

Debt proceeds could be used to fund Merritt Road Realignment at a cost of \$5 million, a proposed community center on the municipal campus at a cost of \$4 million, with the remaining funds allocated to street project(s) deemed by City Council as highest priority.

Budgetary Considerations

The City Manager's Proposed Budget includes adoption of an Interest and Sinking fund tax rate sufficient to cover debt service on the issuance of \$10 million in debt for fiscal year 2017-2018. The timetable for sale of the certificates of obligation requires sale and pricing prior to adoption of the budget and tax rate on September 18, 2017.

Staff Recommendations

Adopt a resolution directing the publication of notice of intention to issue combination tax and revenue certificates of obligation to provide funds for street and road improvements; resolving other matters relating to the subject; and providing an effective date.

OR

Consider adoption of a resolution directing the publication of notice of intention to issue combination tax and revenue certificates of obligation to provide funds for street and road improvements and parks and recreational improvements, including a community center; resolving other matters relating to the subject; and providing an effective date.

RESOLUTION NO. _____

RESOLUTION DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION TO PROVIDE FUNDS FOR STREET AND ROAD IMPROVEMENTS; RESOLVING OTHER MATTERS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE

THE STATE OF TEXAS §
COUNTIES OF DALLAS AND COLLIN §
CITY OF SACHSE §

WHEREAS, the City of Sachse (the "City") deems it advisable to give notice of intention to issue certificates of obligation of the City, as hereinafter provided.

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was considered was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

1. That attached hereto and marked as Exhibit A is a form of "Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation to Provide Funds for Street and Road Improvements" (the "Notice") the form and substance of which are hereby adopted and approved, and made a part of this Resolution for all purposes.
2. That the City Secretary shall cause the Notice to be published, in substantially the form attached hereto, in a newspaper of general circulation in the City of Sachse, once a week for two consecutive weeks, the date of the first publication to be at least 30 days prior to the date tentatively set for the adoption of the ordinance authorizing the issuance of the Certificates of Obligation as shown in the Notice.
3. That this Resolution shall become effective immediately upon its adoption.

[The remainder of this page is left blank intentionally]

PASSED AND APPROVED this 7th day of August, 2017.

APPROVED:

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

[CITY SEAL]

Exhibit A

**CITY OF SACHSE, TEXAS
NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES
OF OBLIGATION TO PROVIDE FUNDS FOR STREET AND ROAD IMPROVEMENTS**

NOTICE IS HEREBY GIVEN that the City Council of the City of Sachse, Texas, at its meeting to commence at 7:30 P.M. on September 18, 2017, at its regular meeting place in the Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas 75048, tentatively proposes to authorize the issuance of interest bearing certificates of obligation of said City, in one or more series, in an aggregate principal amount not to exceed \$11,200,000, for the public purpose of paying all or a portion of the City's contractual obligations incurred for: (i) constructing, reconstructing and improving streets, roads, alleys and sidewalks, and related drainage, utility relocation, signalization, landscaping, lighting and signage for said projects, and (ii) paying legal, fiscal, design and engineering fees in connection with such projects. The City proposes to provide for the payment of such certificates of obligation from a pledge of ad valorem taxes levied and collected in the City as provided by law, and a limited pledge of surplus revenues of the City's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks and sewer system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of V.T.C.A., Local Government Code, Subchapter C of Chapter 271.

CITY OF SACHSE, TEXAS

RESOLUTION DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION TO PROVIDE FUNDS FOR STREET AND ROAD IMPROVEMENTS AND PARKS AND RECREATIONAL IMPROVEMENTS, INCLUDING A COMMUNITY CENTER; RESOLVING OTHER MATTERS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Sachse (the "City") deems it advisable to give notice of intention to issue certificates of obligation of the City, as hereinafter provided.

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

- [The remainder of this page is left blank intentionally]

PASSED AND APPROVED this 7th day of August, 2017.

APPROVED:

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

[CITY SEAL]

Exhibit A

**CITY OF SACHSE, TEXAS
NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES
OF OBLIGATION TO PROVIDE FUNDS FOR STREET AND ROAD IMPROVEMENTS AND
PARKS AND RECREATIONAL IMPROVEMENTS, INCLUDING A COMMUNITY CENTER**

NOTICE IS HEREBY GIVEN that the City Council of the City of Sachse, Texas, at its meeting to commence at 7:30 P.M. on September 18, 2017, at its regular meeting place in the Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas 75048, tentatively proposes to authorize the issuance of interest bearing certificates of obligation of said City, in one or more series, in an aggregate principal amount not to exceed \$11,200,000, for the public purpose of paying all or a portion of the City's contractual obligations incurred for:

- (i) constructing, reconstructing and improving streets, roads, alleys and sidewalks, and related drainage, utility relocation, signalization, landscaping, lighting and signage for said projects,
- (ii) constructing, installing, acquiring and equipping municipal park and recreational improvements, including a community center, and related infrastructure for such improvements, and
- (iii) paying legal, fiscal, design and engineering fees in connection with such projects.

The City proposes to provide for the payment of such certificates of obligation from a pledge of ad valorem taxes levied and collected in the City as provided by law, and a limited pledge of surplus revenues of the City's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks and sewer system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of V.T.C.A., Local Government Code, Subchapter C of Chapter 271.

CITY OF SACHSE, TEXAS



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3920	Version:	1	Name:	Record vote to set maximum tax rate 2017
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	7/31/2017	In control:		In control:	City Council
On agenda:	8/7/2017	Final action:			
Title:	Consider placing a proposal to adopt a tax rate of \$0.747279 per \$100 of assessed property values for the 2017-2018 fiscal year as an action item on the September 18, 2017 regular City Council meeting agenda and schedule two public hearings to be held August 21, 2017 at 7:30 p.m. and September 5, 2017 at 7:30 p.m. at Sachse City Hall.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Sachse 2017 Notice of Tax Rate				

Date	Ver.	Action By	Action	Result
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Title

Set tax rate and schedule public hearings.

Background

City Council should adopt a tax rate that will, at a minimum, support the operations and cover the debt obligations of the City for the 2017-2018 fiscal year. The proposed tax rate of 0.747279 per \$100 of assessed property values accomplishes this. The tax rate exceeds the Effective Tax Rate of 0.697471 as determined by the Dallas County Tax Assessor/Collector; therefore, public hearings must be scheduled and the public notified.

When a proposed tax rate exceeds the rollback or the effective tax rate, whichever is lower, a vote to place a proposal to adopt the rate on the agenda of a future meeting as an action item is required. This vote must be recorded, the proposal must specify the desired rate, two public hearings must be scheduled, and the public notified regarding the dates, times, and place for the hearings. Final adoption of the tax rate will take place at the City Council meeting on September 18, 2017; this action tonight establishes the maximum tax rate that will be considered.

Policy Considerations

The City's Comprehensive Financial Policy states that the debt to operations component of the tax rate should not exceed 30%. The proposed rate of 0.747279 is comprised of a Maintenance and Operations (M&O) rate of 0.553072, which is 74% of the total rate, and an Interest and Sinking (I&S) rate of 0.194207, which is 26%.

Budgetary Considerations

City Council will need to consider setting and adopting a tax rate on a future agenda that supports the overall budget objectives as proposed for the 2017-2018 fiscal year.

Staff Recommendations

Staff recommends the City Council vote to place a proposal to adopt a tax rate of \$0.747279 per \$100 of assessed property values for the 2017-2018 fiscal year as an action item on the September 18, 2017 regular City Council meeting agenda and schedule two public hearings to be held August 21, 2017 at 7:30 p.m. and September 5, 2017 at 7:30 p.m. at Sachse City Hall.

NOTICE OF 2017 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF SACHSE

A tax rate of \$0.747279 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 increasing public safety staffing and improving and expanding streets within the City.

PROPOSED TAX RATE	\$0.747279 per \$100
PRECEDING YEAR'S TAX RATE	\$0.757279 per \$100
EFFECTIVE TAX RATE	\$0.697471 per \$100
ROLLBACK TAX RATE	\$0.752135 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 2016 tax year and the 2017 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
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 21, 2017 at 7:30 pm at 3815-B Sachse Rd, Sachse TX.

Second Hearing: September 5, 2017 at 7:30 pm at 3815-B Sachse Rd, Sachse TX.



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3907	Version:	1	Name:	Wood Creek Way and Canyon Crest Drive School Zones
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	7/20/2017	In control:		In control:	City Council
On agenda:	8/7/2017	Final action:		Final action:	
Title:	Discuss and consider an ordinance amending the Code of Ordinances by amending Chapter 9 titled "Traffic Regulations" by amending Section 9-4 titled "Speed Limits" to amend the school zone on a portion of Woodcreek Way northbound and southbound from Ridge Glen Drive to Ranch Road; and to include a portion of Canyon Crest Drive eastbound and westbound from a point 500 feet west of Woodcreek Way to a point 600 feet east of Woodcreek Way.				

Sponsors:

Indexes:

Code sections:

Attachments: [Presentation](#)
[Ordinance](#)

Date	Ver.	Action By	Action	Result
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Title

Amending Section 9-4 titled "Speed Limits" to amend the school zone on a portion of Woodcreek Way northbound and southbound from Ridge Glen Drive to Ranch Road; and to include a portion of Canyon Crest Drive eastbound and westbound from a point 500 feet west of Woodcreek Way to a point 600 feet east of Woodcreek Way.

Background

Phase 18 of Woodbridge is now nearly built to completion, resulting in more homes being located north of Whitt Elementary School. The pedestrian use of the existing crosswalks at the intersection of Canyon Crest Drive and Woodcreek Way is increasing with the additional homes.

In order to facilitate safe pedestrian movements from Woodbridge Phase 18 to Whitt Elementary, the school zone needs to be extended to the north, and to include the area surrounding the intersection of Canyon Crest Drive and Wood Creek Way. This item is to amend the limits of the school zone on Woodcreek Way, and to establish a new school zone on Canyon Crest Drive, to adequately encompass critical pedestrian crossing locations.

Policy Considerations

The Institute of Transportation Engineers (ITE) and the State of Texas provide guidelines for determining the limits of school zones. The City Council of the City of Sachse has the authority to alter prima facie maximum speed limits established by Section 545.356 of the Transportation Code of the State of Texas.

Budgetary Considerations

The cost for three additional school zone signs with flashers is approximately \$12,000.00. City staff will install the equipment once it arrives. The equipment will be purchased using existing funds in the Street Department as a part of the FY 2016-17 Budget.

Staff Recommendations

Approve an ordinance amending Section 9-4 titled "Speed Limits" to amend the school zone on a portion of Woodcreek Way northbound and southbound from Ridge Glen Drive to Ranch Road; and to include a portion of Canyon Crest Drive eastbound and westbound from a point 500 feet west of Woodcreek Way to a point 600 feet east of Woodcreek Way; providing a repealing clause; providing a savings clause; providing a severability clause; providing for a penalty of fine not to exceed the sum of two hundred (\$200.00) dollars for each offense; and providing for an effective date.



School Zone Ordinance

Ranch Road

City Council
August 7, 2017

Overview

- Location
- Residential growth in Woodbridge
- Current & Proposed School Zone Locations
- Staff Recommendations
- Ordinance Language
- City Council Consideration

Woodbridge Growth

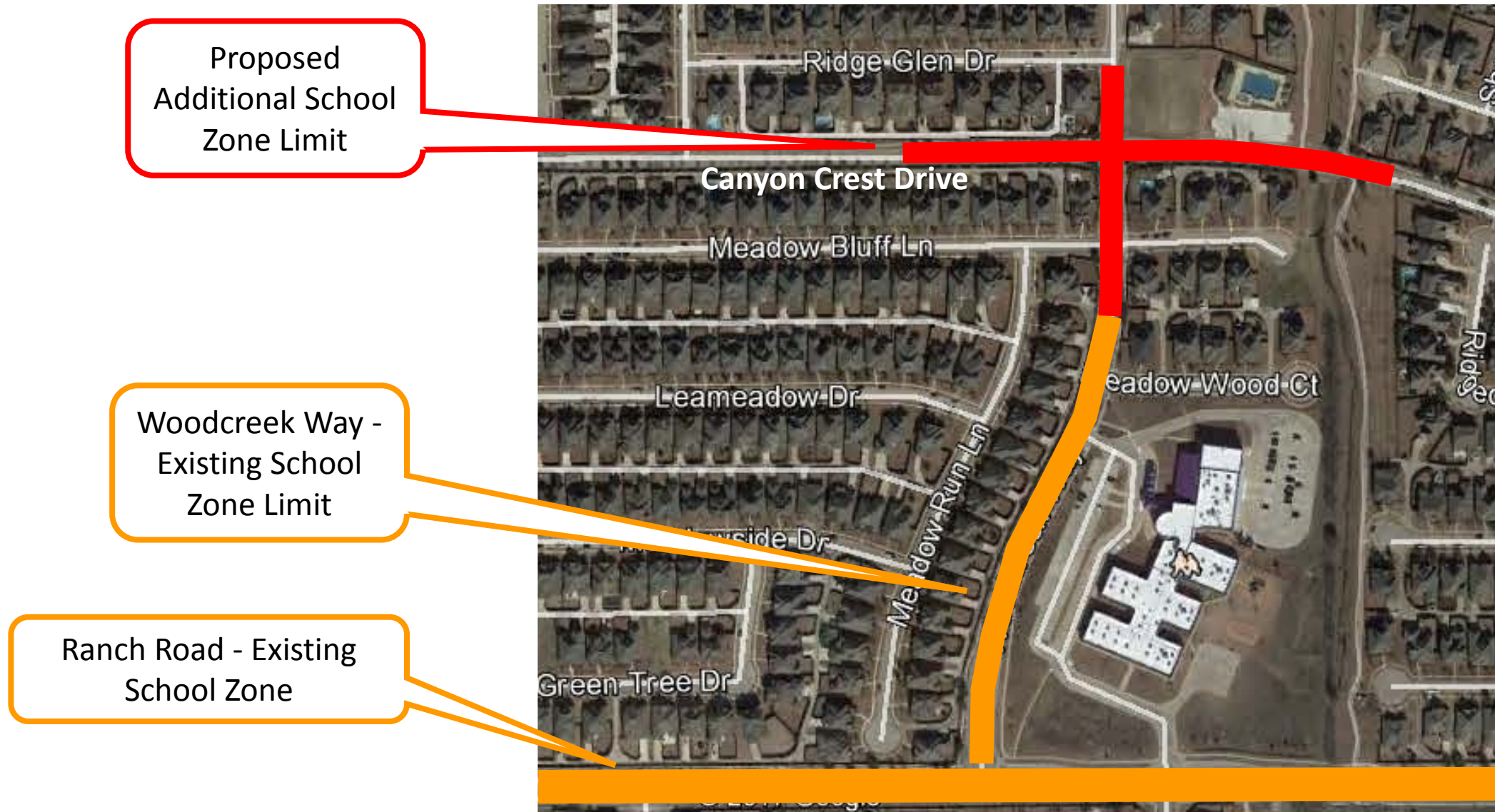
Phases 18 and 19
(Homes constructed
2014-2017)

Crosswalks at Canyon
Crest and Wood Creek

Whitt
Elementary



Current & Proposed School Zone Locations



Staff Recommendations

- Staff recommends that the Woodcreek Way school zone be extended to the north, to Ridge Glen Drive.
- Staff also recommends including a portion of Canyon Crest Drive into the school zone, to fully encompass the crosswalks at the intersection of Canyon Crest Drive and Woodcreek Way.

Ordinance Language

- An Ordinance of the City of Sachse, Texas, amending Section 9-4 titled “Speed Limits” to amend the school zone on a portion of Woodcreek Way northbound and southbound from Ridge Glen Drive to Ranch Road; and to include a portion of Canyon Crest Drive eastbound and westbound from a point 500 feet west of Woodcreek Way to a point 600 feet east of Woodcreek Way; providing a repealing clause; providing a savings clause; providing a severability clause; providing for a penalty of fine not to exceed the sum of two hundred (\$200.00) dollars for each offense; and providing for an effective date.

City Council Consideration

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 9 TITLED "TRAFFIC REGULATIONS" BY AMENDING SECTION 9-4 TITLED "SPEED LIMITS" TO AMEND THE SCHOOL ZONE ON A PORTION OF WOODCREEK WAY NORTHBOUND AND SOUTHBOUND FROM RIDGE GLEN DRIVE TO RANCH ROAD; AND TO INCLUDE A PORTION OF CANYON CREST DRIVE EASTBOUND AND WESTBOUND FROM A POINT 500 FEET WEST OF WOODCREEK WAY TO A POINT 600 FEET EAST OF WOODCREEK WAY; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED (\$200.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 545.356 of the Transportation Code provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the City, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway; and,

WHEREAS, the City Council of the City of Sachse, Texas, upon the basis of an engineering and traffic investigation finds it necessary to alter prima facie maximum speed limits established by Section 545.356 of the Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe, and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof; and,

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

SECTION 1. That Chapter 9 "Traffic Regulations" of the City of Sachse Code of Ordinances be, and the same is hereby amended by amending Section 9-4 "Speed limits" to read as follows:

"Chapter 9

TRAFFIC REGULATIONS

...

Sec. 9-4 Speed limits.

...

C. *School zones.*

...

- (h) The portion of Woodcreek Way, both northbound and southbound, that falls within the area from Ridge Glen Drive to Ranch Road, during the hours of 7:00 a.m. to 7:45 a.m. and 2:15 p.m. to 3:00 p.m.

...

- (j) The portion of Canyon Crest Drive, both eastbound and westbound, that falls within the area from a point 500 feet west of Woodcreek Way to a point 600 feet east of Woodcreek Way, during the hours of 7:00 a.m. to 7:45 a.m. and 2:15 p.m. to 3:00 p.m.

...“

SECTION 2. That any provisions of the ordinances of the City of Sachse in conflict with the provisions of this ordinance be and the same are hereby repealed and any provisions not so in conflict shall remain in force and effect.

SECTION 3. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 5. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in Code of Ordinances of the City of Sachse, as heretofore amended, and upon conviction shall be punished by fine not to exceed the sum of two hundred dollars (\$200.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 6. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption as the law in such cases provides.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas on the _____ day of _____, 2017.

APPROVED:

Mike J. Felix
Mayor

DULY ENROLLED:

Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

Peter G. Smith
City Attorney



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3921	Version:	1	Name:	Contract with BW2 Engineers, Inc.
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	7/31/2017	In control:		In control:	City Council
On agenda:	8/7/2017	Final action:		Final action:	
Title:	Consider a resolution approving the terms and conditions of the agreement for professional services between the City of Sachse, Texas, and BW2 Engineers, Incorporated for survey and engineering services related to the Maxwell Creek sewer lift station relocation.				

Sponsors:

Indexes:

Code sections:

Attachments: [Resolution with Agreement and Proposal](#)
[Exhibit A - Aerial Location Map](#)
[Exhibit B - Lift Station Photos](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution approving the terms and conditions of the agreement for professional services between the City of Sachse, Texas, and BW2 Engineers, Incorporated; authorizing its execution by the City Manager; and providing an effective date.

Background

Maxwell Creek Road is shown to be a four-lane divided minor arterial on the City of Sachse Thoroughfare Plan. Currently, Maxwell Creek Road exists as a four-lane divided roadway from Ranch Road to Keith Lane. From Keith Lane to the north City limit, Maxwell Creek Road is still a two-lane concrete road.

The City of Sachse has a partnership with Collin County to provide funding for the project, through an interlocal agreement approved by the City Council on May 4, 2015. In addition, there is a developer looking to build a single family residential development in Murphy. The developer received zoning approval from Murphy's City Council this year and are beginning the engineering design of their project. The developer is seeking to partner with the City of Sachse to improve Maxwell Creek Road as a part of their project. City staff is finalizing a development agreement with the developer and plans to bring the agreement to the City Council for consideration at the August 21, 2017 meeting.

The existing sanitary sewer lift station adjacent to Sachse Farms must be relocated in order to construct the western two lanes of Maxwell Creek Road. Sanitary Sewer lift stations are complex pieces of public infrastructure that require specialized knowledge and expertise to design properly. In order to ensure that the lift station design meets all of the requirements of the City of Sachse, the City will fund and manage the design of the lift station.

A location map of the existing sanitary sewer lift station and proposed roadway improvements is

attached as Exhibit "A." Photos of the existing sanitary sewer lift station are attached as "Exhibit B."

BW2 completed a preliminary investigation of the road alignment, the existing lift station and the existing surrounding sanitary sewer mains in 2016. This information will now be utilized for final design of the relocated lift station.

The scope of the project will include land surveying and the engineering design of the relocation of the existing sanitary sewer lift station as required for the widening of Maxwell Creek Road from Keith Lane to the north City limit, and associated utilities and drainage improvements.

Policy Considerations

The Maxwell Creek Road project is currently listed in the City's Capital Improvement Plan.

Budgetary Considerations

The proposed agreement includes \$41,400.00 for land surveying and engineering. The City of Sachse has \$84,600 in remaining funds allocated to the design of Maxwell Creek Road through Roadway Impact Fees as shown in the 2015-2016 Capital Improvements Plan. Therefore, a portion of these remaining funds will be utilized to fund the engineering design of the sewer lift station.

Funding for construction of the road and lift station relocation is anticipated to be provided through a development agreement with a private land developer, and the existing ILA with Collin County.

Staff Recommendations

Approve a resolution approving the terms and conditions of the agreement for professional services between the City of Sachse, Texas, and BW2 Engineers, Incorporated; authorizing its execution by the City Manager; and providing an effective date.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SACHSE, TEXAS, AND BW2 ENGINEERS, INC.; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented with a proposed Agreement for Professional Services (herein the “Agreement”) between the City of Sachse, Texas, and BW2 Engineers, Inc. for land surveying and engineering services related to design of wastewater lift station improvements required for the construction of Maxwell Creek Road from Keith Lane to the north City Limit in the City of Sachse, and being further described in Exhibit “A” attached hereto; and

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

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

SECTION 1. The terms, provisions, and conditions of the Agreement for Professional Services, a copy of which is attached hereto as Exhibit “A”, be and the same are hereby approved.

SECTION 2. The City Manager is hereby authorized to execute the Agreement for Professional Services on behalf of the City, and any amendments or other instruments related thereto.

SECTION 3. 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 ____ day of August, 2017.

CITY OF SACHSE, TEXAS

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

Exhibit “A”
Agreement for Professional Services
(to be attached)

STATE OF TEXAS §
 § **AGREEMENT FOR PROFESSIONAL SERVICES**
COUNTY OF DALLAS §

This agreement (“Agreement”) is made by and between the City of Sachse, Texas (“City”) and BW2 Engineers, Inc. (the “Professional”) acting by and through their authorized representatives.

Recitals:

WHEREAS, the City desires to engage the services of Professional as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the Professional desires to render professional services for the City for land surveying and engineering related to sanitary sewer lift station design in the City of Sachse, including: the design of the relocation of the Sachse Farms Lift Station and associated public utilities (the “Project”) in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

Article I
Term

1.1 This term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until completion of the services provided herein.

1.2 Either party may terminate this Agreement by giving thirty (30) days prior written notice to the other party. In the event of such termination, the Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Scope of Services

2.1 The Professional shall provide the services specifically set forth in Exhibit “A.”

2.2 The parties acknowledge and agree that any and all opinions provided by the Professional represent the best judgment of the Professional.

2.3 Schematic Design Documents, Specifications, Estimates, and other documents, including those in electronic form, prepared by the Professional and its consultants, agents, representatives, and/or employees in connection with the Project are intended for the use and benefit of the City. The Professional and its consultants, agents, representatives, and/or employees shall be

deemed the authors of their respective part of said Project documents. Notwithstanding, the City shall own, have, keep and retain all rights, title and interest in and to all Project documents, including all ownership, common law, statutory, and other reserved rights, including copyrights, in and to all such Project documents, whether in draft form or final form, which are produced at its request and in furtherance of this Agreement or the Project. The City shall have full authority to authorize the Contractor, Subcontractors, Sub-subcontractors, City consultants, and material or equipment suppliers to reproduce applicable portions of the Project documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by the Professional in connection with this Agreement are “works for hire” and shall be the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such materials and reports in accordance with the Engineering Practice Act of the State of Texas. Professional shall upon completion of the services, or earlier termination, provide the City with reproductions of all materials reports, and exhibits prepared by Professional pursuant to this Agreement, and in electronic format if requested by the City.

Article III Schedule of Work

The Professional agrees to commence services upon written direction from the City and to complete the required services in accordance with a work schedule established by the City (the “Work Schedule”).

Article IV Compensation and Method of Payment

4.1 The City shall compensate the Professional for the services by payment of a fee not to exceed \$41,400.00 without the City’s prior written approval.

4.2 The Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City, and without decreasing the effectiveness of the performance of services required under this Agreement.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of

the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Professional.

5.3 The Professional shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VI Relationship of Parties

It is understood and agreed by and between the parties that in satisfying the conditions of this Agreement, the Professional is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. As such, City shall not: train the Professional, require the Professional to complete regular oral or written reports, require that Professional devote his full-time services to City, or dictate the Professional's sequence of work or location at which the Professional performs his work.

Article VII Insurance

7.1 Professional shall during the term hereof maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 Dollars per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker's Compensation Insurance covering all of Professional's employees involved in the provision of services under this Agreement.

7.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; and (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

7.3 All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "B" by AM Best or other equivalent rating service, or approved by the City Manager.

7.4 A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

Article VIII Miscellaneous

8.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings, written or oral agreements between the parties with respect to this subject matter.

8.2 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

8.3 Assignment. The Professional may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by the Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

8.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8.5 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

8.6 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

8.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

8.8 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

8.9 Recitals. The recitals to this Agreement are incorporated herein.

8.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:
Gina Nash
City Manager
City of Sachse, Texas
3915-B Sachse Road
Sachse, Texas 75048

With Copy to:
Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

If intended for Professional:
Jim Waldbauer, P.E.
Partner
BW2 Engineers, Inc.
1919 S. Shiloh Road
Garland, TX 75042

8.11 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

8.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

8.13 Indemnification. City SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST City, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "City") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF City. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS City FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE City). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST City IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, THE PROFESSIONAL, ON NOTICE FROM City, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT PROFESSIONAL'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO City. THE PROFESSIONAL'S OBLIGATIONS UNDER

THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT

8.14 Audits and Records. The Professional agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Professional's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

8.15 Conflicts of Interests. The Professional represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

(Signature page to follow)

EXECUTED this _____ day of _____, 2017.

City of Sachse, Texas

By: _____

Gina Nash, City Manager

Approved as to form:

By: _____

Peter G. Smith, City Attorney

EXECUTED this _____ day of _____, 2017.

Professional

By: _____

Name: Jim Waldbauer

Title: Partner

Exhibit "A"
Scope of Services



BW2 ENGINEERS, INC.

April 6, 2017

Mr. Greg Peters, P.E.
City Engineer/Director of Public Works
City of Sachse
3815 Sachse Road, Building B
Sachse, Texas 75048

Re: Sachse Farms Wastewater Lift Station Replacement
Proposal for Engineering and Surveying Services

Dear Greg:

BW2 Engineers, Inc. (BW2) is pleased to provide this proposal to the City of Sachse (City) for the provision of engineering and surveying services associated with improvements to the City's wastewater system. This wastewater system improvements project includes replacing the existing Sachse Farms Wastewater Lift Station with a new wastewater lift station in order to make way for improvements to Maxwell Creek Road and to provide a needed upgrade to the existing lift station, which is an older part of the system and requires frequent repair and maintenance.

Upcoming improvements to Maxwell Creek Road will include expansion of the road to the west where the existing wastewater lift station is located making it necessary to abandon the existing lift station and replace it with a new lift station. The new wastewater lift station will be located in the same vicinity as the existing lift station. It will be located just to the west away from the improved Maxwell Creek Road and to the northwest of the Sachse Farms subdivision. This location will make it possible to continue using the same gravity sewer line from the Sachse Farms subdivision and the same force main, which conveys the wastewater flow to the south along the side of the road.

The proposed scope of services to be performed by BW2 is described in the attached Scope of Services.

Fees

BW2 proposes to complete the scope of services for the fees provided below.

❖ Surveying Services	\$ 4,800
❖ Engineering Services	\$ 30,700
TOTAL FIXED FEE:	\$ 35,500
❖ Document Preparation Services (@ \$1,200 per document)	\$ 2,400
❖ Geotechnical Services	\$ 3,500
TOTAL FEE NOT-TO-EXCEED	\$ 41,400

Assumptions

The following assumptions have been made in preparing this proposal:

- ❖ Engineering services include coordination meetings and review of LOMR for adjacent development and plans for Maxwell Creek Road improvements (by others) to determine impact on design of new lift station.
- ❖ Engineering services do not include SCADA design.
- ❖ Document preparation services are for (1) the property where the new lift station will be located and (2) Sachse's new city limit line along Maxwell Creek Road (based on the plans for the expansion of the road).
- ❖ The City will provide the documentation for the existing City limit line in order for BW2 to prepare the documents necessary to describe the new City limit line along the improved Maxwell Creek Road.
- ❖ Any temporary construction space required for the project will be obtained by the City by letter agreement.
- ❖ Geotechnical services include one boring at the new lift station location (including geotechnical report).
- ❖ Full time inspection services during construction are not included in this proposal.

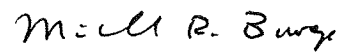
Mr. Greg Peters, P.E.
City Engineer/Director of Public Works
City of Sachse
April 6, 2017
Page 2

Terms and Conditions

Terms and conditions for the engineering and surveying services to be provided for this project will be included in the Agreement for Engineering and Surveying Services for the project. Receipt of a signed copy of the Agreement for Engineering and Surveying Services will be considered authorization for BW2 to proceed with the project.

Thank you for the opportunity to provide these services to the City. If you have any questions, please call me.

Very truly yours,



Michael R. Burge, P.E.
Project Manager

MRB:maw
Attachment

J:\WPDOCS--BW2\PROPOSAL\Sachse\Sachse Farms Lift Station Replacement\Sachse Farms Lift Station Replacement 04.06.17.doc

WASTEWATER SYSTEM IMPROVEMENTS SACHSE FARMS WASTEWATER LIFT STATION

SCOPE OF SERVICES

I. BASIC SERVICES

- A. Part A: Design: Upon receipt of written authorization, the ENGINEER will perform engineering and surveying services for Part A, Design for facilities consisting of the new Sachse Farms Wastewater Lift Station and the associated valve vault and piping to replace the existing Sachse Farms Wastewater Lift Station, as follows:
- (1) Participate in conferences with representatives of the CITY.
 - (2) Gather data to determine requirements and constraints as they relate to design of the facilities.
 - (3) Analyze collected data. Also perform a cursory review of LOMR (prepared by others for adjacent development) and plans for improvements to Maxwell Creek Road (prepared by others) as related to impact on the design of the new Sachse Farms Wastewater Lift Station.
 - (4) Perform field survey at the site for the new lift station and along the extensions of the existing gravity sewer line and the existing force main necessary for design of the facilities.
 - (5) Perform preliminary design of the new lift station and the associated valve vault and piping and prepare the preliminary plans.
 - (6) Whenever preparation of preliminary drawings is complete, the ENGINEER shall:
 - (a) Furnish a copy of the preliminary drawings for the new lift station and associated valve vault and piping to the CITY for review and comments,
 - (b) Make modifications and additions to the drawings resulting from the CITY review.
 - (7) Prepare detailed final drawings for the new lift station and associated valve vault and piping. The plans will include a demolition plan for the existing wastewater lift station and existing valve vault. Also, the plans will include information provided by the City's SCADA provider with regard to the relocation of the SCADA equipment from the existing lift station to the new lift station.
 - (8) Prepare specifications and contract documents.
 - (9) Whenever preparation of detailed final drawings is complete, the ENGINEER shall:
 - (a) Furnish a copy of drawings to the CITY for review and comments,
 - (b) Make modifications and additions to the drawings resulting from the CITY review.
 - (10) Prepare a detailed statement of the ENGINEER's opinion of the construction cost for the new lift station and associated valve vault and piping, based upon the final design developed. The ENGINEER's opinion of construction cost will be based on materials and labor prices prevailing at the time of preparation, without consideration of inflationary increases in costs. The ENGINEER does not warrant the accuracy of the cost estimate.

B. Part B: Contract Administration: Upon receipt of written authorization, the ENGINEER will perform engineering services for Part B, Contract Administration for facilities consisting of the new Sachse Farms Wastewater Lift Station and the associated valve vault and piping to replace the existing Sachse Farms Wastewater Lift Station, as follows:

- (1) Participate in conferences with the representatives of the CITY.
- (2) Assist the CITY in the advertising for bids and in securing bids for construction, including preparation of addenda and fielding Contractors' questions
- (3) Assist the CITY in the opening, tabulating, and analyzing of bids for construction.
- (4) Assist in the preparation of formal construction contract documents.
- (5) As requested by the City, make periodic visits to the site of the construction to become familiar generally with the progress and quality of the construction work and to determine, in general, if the results of the construction work are in accordance with the drawings and the specifications. In performing these services, the ENGINEER shall endeavor to assist the CITY if apparent defects and deficiencies in the permanent work constructed by the Contractor are observed by the CITY'S on-site representative, but the ENGINEER does not guarantee the performance of the Contractor. The ENGINEER shall not be responsible for construction performance, programs or for any safety precautions utilized in connection with the construction work. The ENGINEER shall not be responsible for the Contractor's failure to execute the work in accordance with the construction contract.
- (6) Advise and consult with the CITY, issue all instructions to the Contractor requested by the CITY, prepare routine change orders as required, and keep the CITY informed of the progress of the work as required by the construction contract documents.
- (7) Review samples, catalog data, shop drawings, laboratory, shop and mill test reports of material and equipment and other data which the Contractor submits as substitutions to specified materials and equipment. This review is for the benefit of the CITY and covers only general compliance with the information given by the construction contract documents. It does not relieve the Contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the construction contract documents.
- (8) Review monthly and final pay estimates prepared by the Contractor based on quantities submitted by the Contractor as approved by the CITY's on-site representative.
- (9) Assist representatives of the CITY with the final inspection of the PROJECT for conformance with the design concept of the PROJECT and for compliance with the construction documents, and approve final payment to the Contractor.
- (10) Revise construction drawings (unless complete redrawing is required) with the assistance of and based on the CITY's on-site representative's input and field observations in order to produce construction records and furnish one reproducible set and one digital copy of these revised drawings to the CITY.
- (11) The ENGINEER shall not be responsible for the acts or omissions of the Contractor, or any

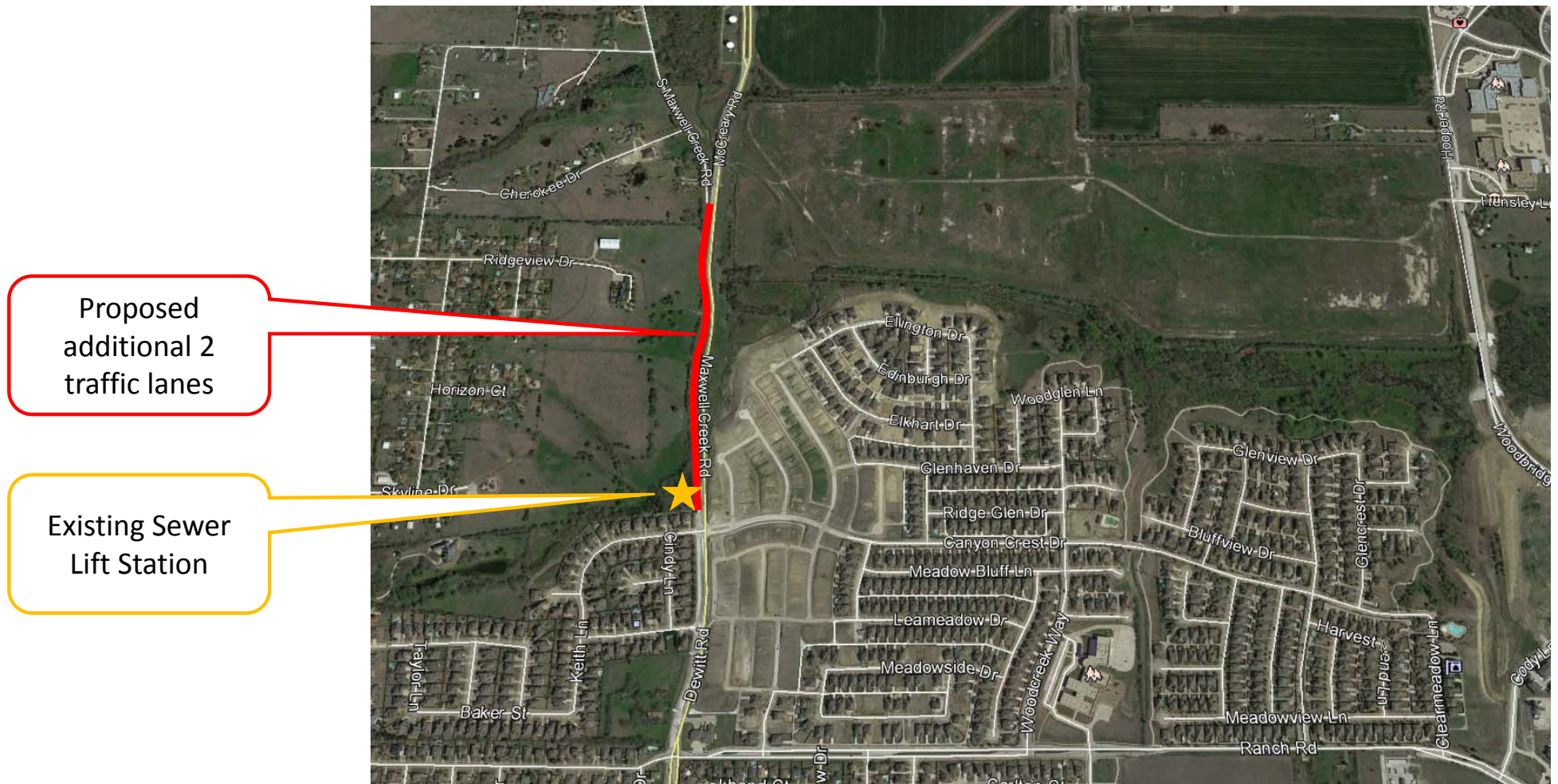
Subcontractor, or any of the Contractor's or Subcontractor's agents or employees, or any other person performing any of the work on the PROJECT, except those employees, agents and Subcontractors of the ENGINEER.

C. Part C: Document Preparation Services: Upon receipt of written authorization, the ENGINEER will perform services for Part C, Document Preparation Services for facilities consisting of the new Sachse Farms Wastewater Lift Station and the associated valve vault and piping to replace the existing Sachse Farms Wastewater Lift Station, as follows:

- (1) Prepare legal description and plat for the documents required for the City to acquire the property rights to the site for the new Sachse Farms Wastewater Lift Station.
- (2) Prepare documents necessary to revise the City of Sachse's city limit line along Maxwell Creek Road based on the plans for the expansion of the road. The City will furnish information on the existing City limit line, which will be necessary to establish where the existing City limit line is located, so the new City limit line can be identified and described as related to Maxwell Creek Road and the existing City limit line.

Maxwell Creek Road

Keith Lane to North City Limit







SPEED
LIMIT
40



SPEED
LIMIT
40

