



**Monday, June 15, 2020
City Council Combined Meeting**

This meeting will begin at 6:30 p.m.

This meeting will be closed to in person attendance by the public.

A temporary suspension of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code.

**Citizens may join the Zoom Meeting by logging on at: <https://us02web.zoom.us/j/81375284821>
Or Telephone: (Toll Free) 877-853-5247
Webinar ID: 813 7528 4821**

**Members of the public who wish to submit their written comments on a listed agenda item must submit their comments by filling out the public meeting speaker form at:
<http://www.cityofsachse.com/328/Agendas-Minutes-Videos> or by visiting the Agendas & Minutes button on the homepage of the City's website.**

Comments must be received before 4:00 p.m. on Monday, June 15, 2020.

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

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

A. 6:30 PM WORKSHOP MEETING

1. Call to Order: The City Council of the City of Sachse will hold a Workshop Meeting on Monday, June 15, 2020 at 6:30 p.m. to consider the following items of business:
2. Receive an update regarding actions taken by the City as a result of the COVID-19 pandemic and any future measures that may be necessary including city operations and facilities, public safety, financial employee impact, and the CARES Act.
3. Discussion of City Council meeting agenda items.
4. Adjournment.

B. 7:00 PM REGULAR MEETING

1. Call to Order: The City Council of the City of Sachse will hold a Regular Meeting on Monday, June 15, 2020 at 7:00 p.m. to consider the following items of business:
2. Invocation and Pledges of Allegiance.

C. Special Announcements

1. Mayor and City Council announcements regarding special events, current activities, and local achievements.

D. Citizen Input

1. Citizen Input: The City Council is prohibited by state law from discussing any item not posted on the agenda according to the Texas Open Meetings Act, but may take them under advisement. Issues raised may be referred to City Staff for research and possible future action.

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

1. Approve the minutes of the June 1, 2020, combined meeting.
2. Approve an Interlocal Cooperation Agreement with Dallas County for the CDBG/Home/ESG programs for the fiscal years 2021, 2022, and 2023.
3. Cancel the July 6, 2020 City Council combined meeting.
4. Approve the Consent Agenda Items as presented.

F. Regular Agenda Items

1. Consider an ordinance amending the Code of Ordinances Chapter 6 titled "Health and Sanitation" by amending Section 6-11 titled "Solid Waste Regulations" by amending subsection G titled "Trash and Bulk Storage/Pick-up".
2. Consider an ordinance prohibiting the processing or disposal of solid waste in certain areas of the city and designating other areas of the city in which such activities are not prohibited.
3. Consider authorizing the City Manager to execute an Interlocal Agreement between the City of Sachse and City of Rowlett for prisoner housing services.
4. Consider approving and authorizing the City Manager to execute a contract for professional services between the City of Sachse and Lee Engineering for traffic signal design in the amount of sixty-two thousand one hundred dollars and zero cents (\$62,100.00).

G. Regular Meeting Closing

1. Adjournment.

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



Michelle Lewis Sirianni, City Secretary

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



Agenda Item Details

Meeting	Jun 15, 2020 - City Council Combined Meeting
Category	A. 6:30 PM WORKSHOP MEETING
Subject	2. Receive an update regarding actions taken by the City as a result of the COVID-19 pandemic and any future measures that may be necessary including city operations and facilities, public safety, financial employee impact, and the CARES Act.
Access	Public
Type	Discussion, Information

Public Content

**Agenda Item Details**

Meeting	Jun 15, 2020 - City Council Combined Meeting
Category	E. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	1. Approve the minutes of the June 1, 2020, combined meeting.
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Approve as presented.
Minutes	View Minutes for Jun 1, 2020 - City Council Combined Meeting

Public Content**BACKGROUND**

Minutes of the June 1, 2020, combined meeting.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Approve the minutes of the June 1, 2020, combined meeting.

06.01.20 Minutes.pdf (111 KB)

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

CITY COUNCIL OF THE CITY OF SACHSE

MEETING MINUTES

JUNE 1, 2020

The City Council of the City of Sachse held a regular meeting on Monday, June 1, 2020, at 6:30 p.m. via virtual teleconference. Those present were Mayor Mike Felix, Mayor Pro Tem Michelle Howarth, Councilmembers Brett Franks, Paul Watkins, Chance Lindsey, Cullen King, and Jeff Bickerstaff; City Manager, Gina Nash; Police Chief, Bryan Sylvester; City Secretary, Michelle Lewis Sirianni; Parks and Recreation Director, Lance Whitworth; IT Manager, Danny Wheeler; Strategic Services Manager, Lauren Rose; Finance Director, Teresa Savage; Public Works and CIP Director, Corey Nesbit; Development Services Director, Matt Robinson; Human Resources Director, Melinda Walter; and Fire Chief, Marty Wade.

Mayor Felix opened the workshop meeting at 6:31 p.m.

BULK TRASH: Discuss potential revisions to the City's current bulk trash ordinance.

Mrs. Rose presented the City Council with an overview of this item that included context of the current regular and bulk trash ordinance. She outlined challenges with the current ordinance that include the timeframe the bulk trash is permitted to be placed out and the multiple complaints from residents about this issue. Data and pictures of multiple examples were provided. Mrs. Rose stated when the City negotiated the contract with Community Waste Disposal (CWD), the City required that CWD provide bulk trash collection for residents on their normal trash pick-up days. This gives residents greater specificity on when their bulk trash will be collected and it is also designed to prevent bulk trash from sitting out for extended periods of time. Mrs. Rose previewed the interactive map available by CWD for residents in order for them to look up their day. Staff is asking for input based on the four options presented. Mrs. Rose noted that an enforcement period would begin after an education period, using the new interactive map as a point of reference for residents who are unaware of their specific bulk trash collection day.

Councilman King stated he preferred the 24-hour prior to collection option or consideration for weekend prior.

Councilman Bickerstaff stated he also likes the 24-hour prior to collection option. He asked what the timeframe staff was considering as a grace period before enforcement occurred. Mrs. Rose replied they are recommending six months. Councilman Bickerstaff stated six months was a long duration and recommended a shorter timeframe such as three months.

Councilman Lindsey stated he would like to see the weekend before for brush but the 24-hour prior option is reasonable for the other items. He also would like to see considerations if a storm was to occur and clean-up of other elements within the ordinance to improve enforcement of the ordinance.

Councilman Franks stated he would prefer nothing less than a 48-hour window. He stated concerns of enforcement, asked about course of action and a timeframe of compliance.

Mayor Pro Tem Howarth stated the 48-hour option seems fair, but also liked the consideration of the weekend before for landscaping items such as brush. She also noted specific concerns in her neighborhood.

Councilman Watkins stated the communication on this item will be important and suggested using a postcard to communicate the information to residents as well as sharing the information on the website and social media. He selected the 48-hour prior to collection option and would like staff to pay special attention on how to handle brush/limbs.

Mrs. Rose read into the record a comment received by Richard Cho, 7504 Meadow Run Lane. Mr. Cho stated that he does not necessarily see an issue with the current ordinance and shortening the time frame would not solve the issues of complaints, but rather exasperate it. He would prefer to see the City make no changes to current set-out parameters and step-up enforcement. Mrs. Rose responded to Mr. Cho's comments. She indicated that the bulk trash set-out parameters have actually proven to be a large issue for the City's Neighborhood Services division, with staff receiving more than 850 complaints about the matter last year. So far this year, staff has received more than 400 complaints, indicating that it remains an issue for residents. For a community with 8,000 residences, this represents a significant issue. The challenge is that the way the ordinance is currently written, staff cannot respond to residents' concerns because the issues are currently allowed based on the set-out parameters. Staff brought this item forward for the Council's consideration and input after observing a trend of the issue during the last year. This is an opportunity for the Council to weigh in and potentially change policy, especially now that the transition between Republic Services and CWD is complete.

ADJOURNMENT:

Mayor Felix adjourned the workshop at 7:26 p.m.

Mayor Felix opened the regular meeting at 7:27 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND STATE FLAGS:

Councilman Bickerstaff offered the invocation and Councilman Franks led the pledges.

MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS:

Councilman Franks reminded residents that the Community Center was opening on June 2 by appointment only. Members may call or email Community Center staff to schedule a visit.

Councilman King thanked those for all the donations received at the Animal Shelter.

CITIZEN INPUT:

Mayor Felix read the following comments received for Citizen Input into the record:

Matthew Holboke, 511 Oakridge Circle, asked what is the timeframe for repair work on Sachse Road east of City Hall or does the city even have one. Mrs. Nash replied stating Sachse qualifies for a 50/50 match with Dallas County. Due to the Bond 2020 being on hold, the City is looking to budget this 50/50 match in the next fiscal year.

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

1. Approve the minutes of the May 18, 2020, regular meeting.

2. Accept the monthly revenue and expenditure report for the period ending April 30, 2020.

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

REGULAR AGENDA ITEMS:

Receive an update regarding actions taken by the City as a result of the COVID-19 pandemic and any future measures that may be necessary including city operations and facilities, public safety, financial employee impact, and the Families First Coronavirus Response Act.

Mrs. Nash stated City facilities will begin opening on June 2. City Hall will resume normal business hours, the Library and Community Center have been reduced from 10:00 a.m. to 5:00 p.m. Tuesday through Saturday, and the Animal Shelter and Public Safety will remain closed to the public with staff available by appointment only. The Senior Center will remain closed until further notice. Mrs. Nash also outlined the other safety measures in place at all facilities. Lastly, Mrs. Nash indicated that this would be the last ZOOM City Council meeting.

Councilman Franks stated he is concerned about going back into the Council Chambers and being open to the public based on the spacing at the dais, inside of the Council Chambers, and the conference room if an Executive Session would be on an agenda.

Councilman Watkins agreed with Councilman Franks. He stated he also prefers ZOOM City Council meetings right now.

Councilman King stated as long as residents can see what they are doing and have a way to possibly participate, he is okay with ZOOM City Council meetings or conducting them at City Hall.

Councilmembers Bickerstaff, Lindsey, and Howarth were in agreement to continue doing via ZOOM City Council meetings.

Mayor Felix concluded that they would continue conducting City Council meetings via the ZOOM platform until further notice.

Consider an Interlocal Agreement with Dallas County under the County's Emergency Program for Direct Costs Expended by Municipalities located in Dallas County to address and respond to COVID-19.

Mrs. Nash stated the CARES Act funding for Dallas County is different from Collin County to where the City will receive a 20% initial disbursement of the funds and may receive the remaining 80% disbursement once pre-approval is received from Dallas County staff. Mrs. Nash added that Dallas County has additional guidelines and restrictions on what and how the money can be spent, and has a shorter window on using the funds. Mrs. Nash stated she is putting together a plan based on the guidelines set by Dallas County and Collin County to bring back to the City Council.

Councilman Watkins made a motion to approve an Interlocal Agreement with Dallas County under the County's Emergency Program for Direct Costs Expended by Municipalities located in Dallas County to address and respond to COVID-19. Mayor Pro Tem Howarth seconded that motion and the motion passed with a 5-0 vote. Councilmembers Bickerstaff and King did not vote as they had already left the ZOOM meeting.

EXECUTIVE SESSION:

The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.071(2) to seek legal advice from the City Attorney regarding the following: the proposed purchase and use of land generally located off of Elm Grove located within the City of Sachse.

The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.087(1) Economic Development Negotiations: to deliberate regarding a business prospect that the City desires to have locate in the City: Project Dig.

The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.074 Personnel: regarding the mid-year review of the City Manager.

At 8:05 p.m., the City Council recessed into Executive Session.

At 10:09 p.m., the City Council reconvened back into the regular meeting.

No action was taken.

ADJOURNMENT:

Mayor Felix adjourned the meeting at 10:12 p.m.

MIKE J. FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary



Agenda Item Details

Meeting	Jun 15, 2020 - City Council Combined Meeting
Category	E. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	2. Approve an Interlocal Cooperation Agreement with Dallas County for the CDBG/Home/ESG programs for the fiscal years 2021, 2022, and 2023.
Access	Public
Type	Action (Consent)
Preferred Date	Jun 01, 2020
Absolute Date	Jun 01, 2020
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	General Capital Fund, Street Maintenance Tax or Utility Fund as determined based on project
Recommended Action	Approve as presented.
Goals	Provide a high quality of life environment for families, individuals, businesses, and other organizations in Sachse. Provide excellent government services to Sachse citizens.

Public Content

BACKGROUND

The Community Development Block Grant (CDBG) program is a federally funded community infrastructure program that is managed locally by Dallas County. Dallas County provides the funding and project oversight for local CDBG projects.

OVERVIEW

The City of Sachse has partnered with Dallas County since 1988 to participate in the CDBG/HOME/ESG Program. Funds from this program must be used to benefit low-to-moderate income areas. In past years, the City has utilized these funds to upgrade water and wastewater utilities and re-construct pavement in qualifying areas. This agreement must be renewed every three years and is identical to the agreement approved in 2017.

This item is a three-year cooperation agreement with Dallas County for participation the CDBG program and, where applicable, the HOME Investment Partnership and Emergency Shelter Grant programs. The previously identified project for this funding is the rehabilitation of the alley behind Brookview Court. Staff will propose any potential projects in the FY 2020-2021 Capital Improvement Plan.

POLICY CONSIDERATIONS

Approval of this three-year cooperation agreement will allow the City to continue to receive federal funding as provided by Dallas County over the past several years.

RECOMMENDATION

Staff recommends approval of an Interlocal Cooperation Agreement with Dallas County for CDBG/Home/ESG programs for the fiscal years 2021, 2022, and 2023.

[2021-23 CDBG 3-Year Agreement.pdf \(118 KB\)](#)

[2020 CDBG Program Presentation.pdf \(134 KB\)](#)

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

Dallas County CDBG Program

City Council

June 1, 2020



Overview

- CDBG Program
- Dallas County Request
- Staff Recommendation
- Discussion and Next Steps



CDBG Program

- The CDBG program is a federally funded community infrastructure program that is managed locally by Dallas County.
- Dallas County provides the funding and project oversight for local CDBG projects.
- The Community Development Block Grant program provides annual funding for infrastructure projects in low to moderate income areas in the City.
- Future Projects will be identified with the CIP Program



Dallas County Request

- A City Council resolution has been requested by Dallas County to demonstrate City approval of the CDBG Program for Fiscal Years 2021,2022, and 2023.
- County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities
- This resolution has no direct financial impact on the City of Sachse. Potential funding is provided by the Federal Government and is managed by Dallas County.



Staff Recommendation

- Staff Recommends Approval of an Agreement of Cooperation for CDBG/Home/ESG programs with Dallas County for the Federal Fiscal Years 2021, 2022, and 2023.



Discussion and Next Steps

- Council to consider approval of the agreement
- Dallas County and City staff will work together for implementation of the Program
- The City of Sachse will identify eligible projects with the CIP Program and apply for future funding from the CDBG.



AGREEMENT of COOPERATION for CDBG/HOME/ESG PROGRAMS

WHEREAS, the 93rd Session of Congress passed, and the President of the United States signed into law, the Housing and Community Development Act of 1974 (PL93-383) which created the Community Development Block Grant (CDBG) program; and

WHEREAS, Dallas County, Texas, is applying to the U.S. Department of Housing and Urban Development (HUD) for Urban County CDBG entitlement status; and

WHEREAS, in order to qualify for this status, Dallas County must enter into cooperation agreements with local governments and have the collective population of the County's unincorporated area and the participating local governments total at least 100,000 people; and

WHEREAS, Texas cities and counties are authorized under Chapter 373, Local Government Code, and Section 381.003, Local Government Code, to conduct essential housing and community development activities; and

WHEREAS, Texas cities and counties are authorized under Chapter 791, Government Code, to enter into cooperation agreements with one another.

NOW, THEREFORE, BE IT RESOLVED THAT:

The **CITY OF SACHSE** (hereafter, "City") supports the efforts of Dallas County, Texas to qualify as an Urban County for the CDBG program and asks that its population be included in such a program beginning for Federal Fiscal Years 2021, 2022, and 2023.

This Cooperation Agreement covers the CDBG entitlement program and when applicable, the HOME Investment Partnership (HOME), and Emergency Solutions Grant (ESG) programs.

This Agreement remains in effect until the CDBG (and where applicable, HOME and ESG) funds and program income received with respect to the three-year qualification period are expended and the funded activities completed, and that the County and City may not terminate or withdraw from the Agreement while the Agreement remains in effect.

The City understands that by executing this CDBG Cooperation Agreement it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the County's CDBG program; and
2. May receive a formula allocation under the HOME Program only through the County. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments; and
3. May receive a formula allocation under the ESG program only through the County.

County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

County and City shall take all actions necessary to ensure compliance with the Urban County certification by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1968 and other applicable laws.

County and City shall take all actions necessary to ensure compliance with Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, and Age Discrimination Act of 1975.

County and City understand and agree that Urban County funding will not be provided for activities, within or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with County fair housing certifications.

City understands and agrees, that in accordance with 24 CFR 570.501(b) and 570.503 (which requires a written agreement), it shall be subject to the same administrative requirements as a grant fund any subrecipient should it receive funding under this program.

City agrees to report to the County of any income generated by the expenditure of CDBG, HOME, and/or ESG funds received; and that any such program income must be paid to the County to be used for eligible activities in accordance with the original grant requirements.

County is responsible for monitoring and reporting to HUD on the use of any program income, and that in the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County.

City agrees to notify the County of any modification or change in the use of the real property from that planned at the time of acquisition or improvement, including disposition, and further agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-CDBG/HOME/ESG funds) for property acquired or improved with CDBG/HOME/ESG funds that is sold or transferred for a use which does not qualify under the CDBG/HOME/ESG regulations.

Any money generated from the disposition or transfer of property will be treated as program income and returned to the County prior to, or subsequent to, the close-out, change of status, or termination of this Agreement between the County and City.

City understands that it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974.

County shall notify City in writing, by the date specified in the HUD urban qualification notice for the next qualification period, of its right not to participate.

City has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable state and local laws against physical barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

City understands that the County will have final responsibility for administering the CDBG/HOME/ESG programs, selecting CDBG/HOME/ESG projects and activities, and making annual grant requests.

City's Mayor, or their legal designee, is authorized to sign any additional forms, on behalf of the City, that HUD may require.

APPROVED AND ACCEPTED THIS THE _____ day of _____, 2020.

Mayor, or legal designee

Clay Lewis Jenkins, County Judge
Dallas County, Texas

Date

Date

Approved as to Form:*

John Creuzot
District Attorney

By:

Randall Miller
Assistant District Attorney

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

**Agenda Item Details**

Meeting	Jun 15, 2020 - City Council Combined Meeting
Category	E. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	3. Cancel the July 6, 2020 City Council combined meeting.
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	Cancel the July 6, 2020 City Council combined meeting.

Public Content**OVERVIEW**

The City initially had Monday, July 6 marked as a holiday in observance of Independence Day due to the Red, White, and Blue Blast initially scheduled on Friday, July 3. Even though the event has been canceled, there are no urgent items that need to be presented to the City Council for approval.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Cancel the July 6, 2020, City Council combined meeting.

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

**Agenda Item Details**

Meeting	Jun 15, 2020 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	1. Consider an ordinance amending the Code of Ordinances Chapter 6 titled "Health and Sanitation" by amending Section 6-11 titled "Solid Waste Regulations" by amending subsection G titled "Trash and Bulk Storage/Pick-up".
Access	Public
Type	Action, Discussion, Information
Preferred Date	Jun 15, 2020
Absolute Date	Jun 15, 2020
Fiscal Impact	No
Recommended Action	Approve proposed ordinance revisions as presented.
Goals	Provide excellent government services to Sachse citizens.

Public Content**BACKGROUND**

The current bulk trash placement schedule was put in place when the City's previous provider serviced the city. Their bulk trash collection schedule did not give residents a specific collection day, but rather they would make collections on different days, depending on the collection volume. The City required Community Waste Disposal (CWD), its new provider, to commit to providing residents with a specific collection day to provide for routine and consistent collections.

OVERVIEW

Staff provided an overview of this issue for Council's discussion and feedback at its last City Council meeting on June 1, 2020. This item is a follow-up containing the revisions and the direction discussed by the Council at that meeting.

POLICY CONSIDERATIONS

Staff received direction regarding the set-out parameters contained within the ordinance. A redlined version of the ordinance with the proposed revisions is attached for reference.

RECOMMENDATION

Approve proposed ordinance revisions as presented.

[Bulk Trash Ordinance Revisions Presentation.pdf \(120 KB\)](#)

[REDLINE Ordinance Amending Amending Chapter 6 Trash and Bulk Storage -Pickup.pdf \(119 KB\)](#)

[Ordinance Amending Chapter 6 Trash and Bulk Storage Pick-Up.pdf \(118 KB\)](#)

Bulk Trash Ordinance Revisions

CITY COUNCIL

JUNE 15, 2020



Recap of Direction

- Discussed with Council during workshop on June 1, 2020
- Council consensus:
 - Bulk trash (bulky items other than brush): Set-out no earlier than 48-hours prior to schedule collection day.
 - Brush: Set-out no earlier than the Saturday before your scheduled collection day
 - Example: if collection day is on Friday, June 26, brush items may be placed out on Saturday, June 20
- Other items:
 - Cleaned up reference to curb line set-back as referenced by Councilmember Lindsey

Next Steps

- Redlined version of the ordinance with changes as well as a clean version of the ordinance are attached for reference
- If approved, staff will work to codify these changes into the City's Code of Ordinances and will begin to work on a six-month grace period/campaign to educate residents
- Education will continue with online mapping system and annual trash guidelines/schedule communication with residents that occurs at the beginning of each year

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 6 TITLED "HEALTH AND SANITATION" BY AMENDING SECTION 6-11 TITLED "SOLID WASTE REGULATIONS" BY AMENDING SUBSECTION G TITLED "TRASH AND BULK STORAGE/PICK-UP"; 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 THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City of Sachse Code of Ordinances is amended by amending Chapter 6 titled "Health and Sanitation" by amending Section 6-11 titled "Solid waste regulations" by amending Subsection G titled "Trash and bulk storage/pick-up", to read as follows:

"Chapter 6

HEALTH AND SANITATION

AMEND SECTION 6-11 BY AMENDING SUBSECTION G (1), (1)(a), (2) AND (3)

Sec. 6-11. Solid waste regulations.

G. Trash and bulk storage/pick-up.

(1) Placement of garbage containers/bags for collection where no alleys exist. Where a residence or duplex is not served by an alley, public utility easement or other public way in the rear or alongside thereof, all containers shall be placed as close as possible to the curb line of the street abutting the street as possible or as otherwise designated by the city just behind the curb line of the street abutting such property, but shall not be placed in the street or on the sidewalk, or in any manner placed where the containers will interfere with vehicular or pedestrian traffic.

(a) Where garbage is collected from the street curb line adjacent to the property, containers/bags shall be placed there no earlier than 6:00 p.m. of the afternoon preceding the collection day and must be removed to a point at the side or rear of the structure not later than 8:00 a.m. of the day following collection.

(2) Placement of oversize brush and bulky trash. Oversize brush and bulky trash (when accepted by contractor) must be placed just behind the curb line of the street abutting the property from which the brush and trash originated, or as otherwise designated by the city

designee but must not be placed in the street or on the sidewalk or in any manner that will interfere with vehicular or pedestrian traffic, and must not be placed out for collection earlier than ~~the following: one week preceding collection week 6:00 p.m. of the afternoon preceding the collection day.~~

(a) Bulky trash items shall not be placed out for collection earlier than forty-eight (48) hours before the designated collection time day.

(b) Brush items (tree limbs, yard waste, grass clippings, any other vegetation, etc.) shall not be placed out for collection earlier than the Saturday before the designated collection time day.

(3) ~~Placement of bundled or containerized brush and yard or household containerized trash. Bulk special collection requirements. Bundled or containerized brush and yard brush and yard or household containerized trash must be placed adjacent to the normal place for collection of garbage or as designated by the city designee but must not be placed in the street or on the sidewalk or in any manner that will interfere with vehicular or pedestrian traffic. If any residential customer shall desire to dispose of any brush or bulky items, outside of the normal scheduled bulk pick-up, such customer shall notify contractor to arrange an extra pick up and that cost shall be billed to the customer by the contractor. Storage of pick up shall not be placed out for collection earlier than 6:00 p.m. of the afternoon preceding the collection day earlier than one week before pick up date.~~

SECTION 2. 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 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. 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. 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 Two Thousand Dollars (\$2,000.00) 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 _____, 2020.

APPROVED:

Mike J. Felix
Mayor

DULY ENROLLED:

Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr.
City Attorney
(REDLINE 06-11-2020:TM 116122)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 6 TITLED "HEALTH AND SANITATION" BY AMENDING SECTION 6-11 TITLED "SOLID WASTE REGULATIONS" BY AMENDING SUBSECTION G TITLED "TRASH AND BULK STORAGE/PICK-UP"; 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 THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City of Sachse Code of Ordinances is amended by amending Chapter 6 titled "Health and Sanitation" by amending Section 6-11 titled "Solid waste regulations" by amending Subsection G titled "Trash and bulk storage/pick-up", to read as follows:

"Chapter 6

HEALTH AND SANITATION

AMEND SECTION 6-11 BY AMENDING SUBSECTION G (1), (1)(a), (2) AND (3)

Sec. 6-11. Solid waste regulations.

G. Trash and bulk storage/pick-up.

(1) Placement of garbage containers/bags for collection where no alleys exist. Where a residence or duplex is not served by an alley, public utility easement or other public way in the rear or alongside thereof, all containers shall be placed as close as possible to the curb line of the street or as otherwise designated by the city, but shall not be placed in the street or on the sidewalk, or in any manner placed where the containers will interfere with vehicular or pedestrian traffic.

(a) Where garbage is collected from the street curb line adjacent to the property, containers/bags shall be placed there no earlier than 6:00 p.m. of the afternoon preceding the collection day and must be removed to a point at the side or rear of the structure not later than 8:00 a.m. of the day following collection.

(2) Placement of oversize brush and bulky trash. Oversize brush and bulky trash (when accepted by contractor) must be placed just behind the curb line of the street abutting the property from which the brush and trash originated, or as otherwise designated by the city designee but must not be placed in the street or on the sidewalk or in any manner that will

interfere with vehicular or pedestrian traffic, and must not be placed out for collection earlier than the following:

(a) Bulky trash items shall not be placed out for collection earlier than forty-eight (48) hours before the designated collection day.

(b) Brush items (tree limbs, yard waste, grass clippings, any other vegetation, etc.) shall not be placed out for collection earlier than the Saturday before the designated collection day.

(3) Bulk special collection requirements. If any residential customer shall desire to dispose of any brush or bulky items, outside of the scheduled bulk pick-up, such customer shall notify contractor to arrange an extra pick up and that cost shall be billed to the customer by the contractor.

SECTION 2. 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 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. 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. 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 Two Thousand Dollars (\$2,000.00) 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 15th day of June, 2020.

APPROVED:

Mike J. Felix
Mayor

DULY ENROLLED:

Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr.
City Attorney
(FINAL 06-11-2020:TM 116152)

**Agenda Item Details**

Meeting	Jun 15, 2020 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	2. Consider an ordinance prohibiting the processing or disposal of solid waste in certain areas of the city and designating other areas of the city in which such activities are not prohibited.
Access	Public
Type	Action
Preferred Date	Jun 15, 2020
Absolute Date	Jun 15, 2020
Fiscal Impact	No
Recommended Action	Approve as presented.
Goals	Provide excellent government services to Sachse citizens.

Public Content**BACKGROUND**

The City Council has the responsibility to take action to protect the public health, safety, and welfare, including addressing land uses and activities that could hamper economic development within the City and/or that may negatively affect property values in the City.

POLICY CONSIDERATIONS

This ordinance was published in the Sachse News for a period of two weeks prior to being brought forward to the City Council for consideration.

RECOMMENDATION

Approve the proposed ordinance as presented.

Ordinance Not Prohibiting Processing or Disposal of Solid Waste in the Maxwell Creek Landfill.pdf (290 KB)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, PROHIBITING THE PROCESSING OR DISPOSAL OF SOLID WASTE IN CERTAIN AREAS OF THE CITY, DESIGNATING OTHER AREAS OF THE CITY IN WHICH SUCH ACTIVITIES ARE NOT PROHIBITED, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Sachse, Texas has the responsibility to take action to protect the public health, safety, and welfare, including addressing land uses and activities that could hamper economic development within the City and/or that may negatively affect property values in the City; and

WHEREAS, Section 363.112(a) of the Texas Health and Safety Code (“the Code”) authorizes a municipality to prohibit the processing or disposal of municipal or industrial solid waste in certain areas of the municipality by adopting an ordinance that specifically designates the area of the municipality in which such activities will not be prohibited; and

WHEREAS, Sections 363.112(c) and (e) of the Code prevent a municipality from prohibiting the processing or disposal of municipal or industrial solid waste in certain areas of the municipality, including:

- (1) any area for which a permit or other authorization under Chapter 361 of the Code has been issued by the Texas Commission on Environmental Quality (“the Commission”),
- (2) any area for which an application for a permit or other authorization under Chapter 361 of the Code has been filed with and is pending before the Commission, and
- (3) any area to which Section 361.090 of the Code (regarding facilities owned and used by the owner or operator of an industrial, mining, or agricultural operation, located within 50 miles of such operation, and used for disposal of waste from such operation) applies; and

WHEREAS, the currently inactive Maxwell Creek Landfill adjacent to McCreary Road is permitted under Chapter 361 of the Code (Permit No. 44A) and, as a result, the City may not prohibit the processing or disposal of solid waste at that site; and

WHEREAS, this proposed ordinance was published in a newspaper of general circulation in the area of the City for two consecutive weeks before the City Council considered this ordinance;

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

SECTION 1. The processing or disposal of municipal or industrial solid waste is prohibited in all areas within the City of Sachse, Texas except the area designated in Section 2 below.

SECTION 2. The processing or disposal of municipal or industrial solid waste is not prohibited in the following area within the City of Sachse, Texas:

The Maxwell Creek Landfill, being more particularly described as Tracts A and B in Exhibit “A” attached hereto and incorporated herein.

SECTION 3. Pursuant to Sections 363.112(c) and (e) of the Texas Health and Safety Code, the prohibition in Section 1 above shall not apply in:

- (1) Any area within the City of Sachse, Texas for which, as of the effective date of this ordinance, either (1) an application for a permit or other authorization under Chapter 361 of the Texas Health and Safety Code had been filed with and is pending before the Commission, or (2) a permit or other authorization under Chapter 361 of the Texas Health and Safety Code has been issued by the Commission.
- (2) Any area within the City of Sachse, Texas to which Section 361.090 of the Texas Health and Safety Code applies.

SECTION 4. In this ordinance, the following terms shall have the meanings set out below.

“Commission” shall mean the Texas Commission on Environmental Quality.

“Disposal” shall mean the discharge, deposit, injection, dumping, spilling, leaking, or placing of solid waste or hazardous waste, whether containerized or uncontainerized, into or on land or water so that the solid waste or hazardous waste or any constituent thereof may be emitted into the air, discharged into surface water or groundwater, or introduced into the environment in any other manner.

“Industrial Solid Waste” shall mean solid waste resulting from or incidental to a process of industry or manufacturing, or mining or agricultural operations.

“Municipal Solid Waste” shall mean solid waste resulting from or incidental to municipal, community, commercial, institutional, or recreational activities, including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and other solid waste other than industrial solid waste.

“Processing” shall mean the extraction of materials from or the transfer, volume reduction, conversion to energy, or other separation and preparation of solid waste for reuse or disposal, including treatment or neutralization of hazardous waste designed to change the physical, chemical, or biological character or composition of hazardous waste so as to neutralize hazardous waste; recover energy or material from hazardous waste; or render

hazardous waste nonhazardous or less hazardous, safer to transport, store, or dispose of, amenable for recovery or storage, or reduced in volume.

“Solid Waste” shall mean garbage, rubbish, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities.

SECTION 5. It is hereby found and determined that in accordance with the order of this governing body, the City Secretary posted written notice of the date, place, and subject of this meeting on the bulletin board located at City Hall, a place convenient and readily accessible to the general public, and said notice having been so posted and remaining posted continuously for at least 72 hours preceding the scheduled time of said meeting.

SECTION 6. This ordinance shall become effective immediately from and after its passage.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas on the 15th day of June, 2020.

APPROVED:

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney
(06-01-2020:TM 115953)

EXHIBIT "A"

TRACT "A"

BEING a tract of land located in the William Sachse Headright Survey, Abstract No. 835, Collin County, Texas, and being out of a 100-acre tract conveyed from James A. Billingsley and Birdie B. Morris to James Clement Billingsley, by deed dated December 23, 1901 and recorded in Volume 109, Page 185, Deed Records of Collin County, Texas, said tract further being the same tract of land conveyed to the City of Plano by Demor, Inc., on February 27, 1973 and recorded in Volume 856, Page 767, Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point in the centerline of a 50-foot County Road, said point being the northeast corner of said 100-acre tract and 1648.55 feet from the southeast corner of the William Sachse survey line, Abstract No. 835;

THENCE south with the centerline of said County Road 1648.55 feet to a point for corner;

THENCE N 89° 23' W with the north line of the Mrs. F. C. Estes and Mrs. Birdie Sachse tract, 2682.42 feet to a Bois D'arc post and fence corner for corner;

THENCE N 01° 45' E, partly with a fence and the east line of the Four K Farms, Inc., and J. K. Sachse tracts, 1644.90 feet to a point set for corner;

THENCE S 88° 29' E, with a tree line and the south line of the R. E. Alexander, Jr., and B. C. Wood tract 562.89 feet to a point for corner;

THENCE S 89° 44' E, 2069.32 feet to the PLACE OF BEGINNING and containing 100.14 acres of land with 0.94 acre contained in Public Road R.O.W.

TRACT "B"

BEING a 97.046-acre tract of land being situated in the Wm. Sachse Survey, Abstract No. 835 and being out of a 253.394-acre tract of land described in Volume 824, Page 469 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a place for corner in a fence line that lies 95.0 feet N 00° 31' 30" W, and 137.06 feet N 00° 38' 54" E, from the northeast corner of the E. Sachse Survey, Abstract No. 802 in Collin County, Texas;

THENCE N 75° 31' 00" W, a distance of 864.00 feet;

THENCE N 87° 21' 00" W, a distance of 902.72 feet;

THENCE S 88° 21' 00" W, a distance of 923.15 feet to a point in the center of Maxwell Creek Road, said point lying in the west line of said 253.394-acre tract;

THENCE N 04° 00' 00" W, a distance of 413.92 feet, along the approximate center of Maxwell Creek Road, and along the west line of the said 253.394-acre tract;

THENCE N 00° 15' 00" W, a distance of 1087.93 feet, along the west line of the Wm. Sachse Survey, Abstract No. 835, to a point for corner;

THENCE N 88° 21' 00" E, pass a fence corner post at a distance of 508.0 feet, then continue along a fence being the north line of the said 253.394-acre tract of land to a fence corner post for a total distance of 2704.38 feet;

THENCE S 00° 59' 50" W, a distance of 388.31 feet, following along a fence being the east line of the said 253.394-acre tract of land;

THENCE S 00° 04' 23" W, a distance of 1421.70 feet, following along a fence being the east line of the said 253.394-acre tract of land, to the POINT OF BEGINNING and containing 97.046 acres of land.

**Agenda Item Details**

Meeting	Jun 15, 2020 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	3. Consider authorizing the City Manager to execute an Interlocal Agreement between the City of Sachse and City of Rowlett for prisoner housing services.
Access	Public
Type	Action, Discussion, Information
Fiscal Impact	Yes
Dollar Amount	30,927.00
Budgeted	No
Budget Source	FY 2020/2021 General Fund budget
Recommended Action	Approve as presented.

Public Content**BACKGROUND**

On May 18, 2020, the City Council was presented with an overview of the current prisoner housing process utilized by the Sachse Police Department and a proposal to house Sachse prisoners at the Rowlett detention facility beginning October 1, 2020.

Staff developed an Interlocal Agreement for this purpose between the two cities. On June 2, 2020, the Rowlett City Council unanimously approved entering into this agreement and have executed the document.

OVERVIEW

Chief Sylvester will present relevant provisions of the proposed Interlocal Agreement for Council's review and consideration.

POLICY CONSIDERATIONS

Modifications to Sachse Police Department policies and processes are required.

RECOMMENDATION

Staff recommends authorizing the City Manager to execute an Interlocal Agreement with the City of Rowlett for prisoner housing services.

2020 Sachse-Rowlett Interlocal Agreement Presentation.pdf (431 KB)

Rowlett Interlocal Cooperation Agreement (Rowlett Jail Facility).pdf (111 KB)

Sachse Police Department Prisoner Housing Proposal



Current Process

- Prisoners monitored remotely via cameras
- One Public Service Officer
- Officers utilized for book-in, arraignment, searches, feeding, and release
- Unpredictable workload, inefficient
- Two critical processes, potential distractions, errors



Budget/Efficiency Considerations

- Proximity to Sachse (10 min.)
- Detention officers (2) 24/7
- Camera monitoring
- TPCA Best Practices compliant
- Dallas County, misdemeanor C offenses and region warrants
- Sachse municipal judge arraignment
- FY 20/21 Budget Increase= \$30,927
- Improved efficiency
 - Minimal book-in process
 - Security, feeding, release etc. by Rowlett Detention Officers
 - PSO freed to perform other duties
- Improved reliability of Dallas Sherriff's Office pick-up
- Better ensures officer availability
- Potential future space for expansion



Interlocal Agreement Provisions

- Begin partnership October 1, 2020
- Rowlett provides processing, housing, feeding, security, release.
- Sachse provides medical clearance for Sachse prisoners prior to arrival in Rowlett as necessary.
- Five year automatic annual renewal.
- Fee determined annually, based upon salary/benefits of 1 Det. Ofc.
- Can be terminated by either party upon 90 day notice.
- Arraignment of Sachse prisoners by Sachse municipal judge.



Next Steps

- Rowlett voted unanimously to enter into agreement during June 2, 2020 meeting.
- Upon council approval, continuation of process and policy modification necessary for partnership.
- Staff recommends authorizing the city manager to execute the interlocal agreement.



Questions?

Honor

Integrity



Respect

Compassion

STATE OF TEXAS §
 § **INTERLOCAL COOPERATION AGREEMENT**
COUNTY OF DALLAS §

This Interlocal Agreement for use of the City of Rowlett City Jail Facility ("Agreement") is entered into by and between the City of Rowlett, Texas, a home-rule municipality ("Rowlett") and the City of Sachse, Texas, a home-rule municipality ("Sachse") by and through their authorized representatives. Rowlett and Sachse are at times each referred to herein as a "party" or collectively as the "parties."

RECITALS:

WHEREAS, Sachse desires to use the Rowlett City Jail Facility for the handling, processing, housing and detention of persons arrested by Sachse Police; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code authorizes units of government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, the Parties desire to enter into an agreement for Sachse to use the Rowlett City Jail Facility located at 4401 Rowlett Road, Rowlett, Texas 75088 ("Facility") for the handling, processing and detention of persons arrested by Sachse Police; and

WHEREAS, it is mutually advantageous for Sachse and Rowlett to enter into this Agreement; and

WHEREAS, Sachse shall make the payments required under this Agreement from current available funds;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Rowlett and Sachse hereby agree as follows:

Article I
Term

The term of this Agreement shall commence on Effective Date (hereinafter defined) and shall terminate one (1) year after the Effective Date ("Primary Term"), unless terminated earlier in accordance with this Agreement. Upon the completion of the Primary Term, this Agreement shall automatically renew for five (5) successive one (1) year periods ("Renewal Terms"), unless terminated earlier by either party in accordance with this Agreement.

Article II
Termination

2.1 This Agreement may be terminated on the occurrence of either of the following:

- (a) Either party may terminate the Agreement by providing the other party written notice of termination at least ninety (90) days prior to the anticipated date of termination; or
- (b) Mutual agreement of termination of the Agreement, executed in writing by both parties, without the requisite ninety (90) days prior written notice.

2.2 In the event of a termination, Rowlett shall be compensated on a pro-rata basis for all Services performed to the termination date. In the event of termination, should Rowlett be over-compensated on a pro-rata basis for all Services performed to the termination date, Sachse shall be reimbursed on a pro-rata basis for all such over-compensation. Receipt of payment and/or reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement. At the sole discretion of Rowlett, this Agreement may be terminated or renegotiated in the event Sachse annexes additional territory into its corporate limits and/or increases the area that Sachse services. Immediately upon the completion of any annexation proceedings, Sachse shall notify Rowlett of the annexation, in writing, and provide Rowlett with a legal description of the annexed area.

Article III

Performance of Services by Rowlett

3.1 Rowlett shall provide the following prisoner services in accordance with Rowlett Police Department policies and procedures:

- (a) Intake of prisoners brought to the facility by Sachse;
- (b) Complete inventory and storage of Sachse prisoner property (except for restricted property);
- (c) Create and maintain a comprehensive medical and personal history statement, including next of kin contact information for each Sachse prisoner;
- (d) Photograph and fingerprint each Sachse prisoner;
- (e) House and detain each Sachse prisoner in the Facility until such prisoner is transferred to another jail facility, or released on bond or by other lawful means;
- (f) Feed and clothe each prisoner;
- (g) Operate and maintain the Facility in accordance with applicable Federal, State and Local Laws; and
- (h) Transfer bond funds within seven (7) days of receipt thereof.

3.2 Rowlett shall provide adequate space and utility connections for a work area within the Facility for the purpose of prisoner booking and other documentation processes.

3.3 Rowlett shall provide a secure room within the Facility for the purpose of prisoner

interviews/interrogations.

Article IV Sachse Obligations

4.1 Sachse shall provide Rowlett property bond materials, including, but not limited to, a receipt book and bond money handling instructions.

4.2 Sachse authorizes Rowlett to accept, document and secure prisoner bond money until such time as an authorized representative of Sachse arranges for the transfer of said bond money to Sachse.

4.3 Sachse authorizes Rowlett to release Sachse prisoners as required by law, at Rowlett's discretion.

4.4 Sachse shall comply with all Rowlett Police Department policies and procedures including standard operating procedures, general orders and special orders regarding the arrest, intake, booking and release of prisoners. Rowlett shall, upon request, provide Sachse with a copy of the same, including any amendments thereto.

4.5 To provide for the safety of Sachse's arrestees being booked into the Facility, the following is a list of conditions that require Sachse to provide medical clearance and/or treatment prior to arriving at the Facility intake:

- (a) actively detoxing person (coming off alcohol or drugs with symptoms like vomiting, diarrhea, shaking, weakness);
- (b) suspected drug or alcohol overdose (or ingesting or swallowing drugs);
- (c) head or facial trauma (injury);
- (d) altered mental status, confusion, or loss of consciousness (passing out);
- (e) respiratory distress (difficulty breathing);
- (f) chest pain (cardiac or heart attack history);
- (g) broken bone or obviously deformity of a limb;
- (h) open wounds or any active bleeding;
- (i) inability to care for self (paraplegic, quadriplegic. etc.);
- (j) pregnant female detoxing from or currently using heroin or methadone;
- (k) high-speed or rollover motor vehicle collision;
 - (1) prisoners deemed unsafe to proceed with being booked into the Facility for reasons including but not limited to:
 - (i) actively suicidal or psychotic; or
 - (ii) potential acute medical problem that could place arrestee at risk.

4.6 If an arrestee arrives at the Facility with a medical emergency that requires the arrestee being transferred to the emergency room prior to book-in, the arresting agency's officer will be responsible for accompanying the arrestee.

4.7 The intake booking detention officers reserve the right to refuse the booking of Sachse's arrestees when, in the opinion of the booking detention officer, such arrestee poses a safety threat to themselves or others.

Article V Fee for Services

5.1 Sachse agrees, during the term hereof, to pay Rowlett a Participation Fee to be paid in equal monthly installments ("Monthly Installments") as set forth in Paragraph 5.5 below. The Participation Fee shall be established by the Rowlett City Manager on an annual basis for each ensuring fiscal year. The Participation Fee shall be based on the projected cost of salary and benefits for one (1) Rowlett Detention Officer position annually. The Participant fee during the Primary Term is \$55,927.00.

5.2 Rowlett shall provide the annual Participation Fee to Sachse by June 1 of each year via written notice ("Notice of Annual Participation Fee").

5.3 Any increase or change in the Participation Fee or other costs of services shall be effective upon the annual renewal of the agreement between the parties, unless Rowlett receives written notice to terminate this Agreement from Sachse as provided in Article II.

5.4 Rowlett shall, not later than the fifth (5th) calendar day of each calendar month, provide Sachse with a written report containing the number of Sachse prisoners processed into the Facility during the immediately preceding three month ("Prisoner Report") and an invoice for the Monthly Installments ("Monthly Invoice").

5.5 Sachse shall pay Rowlett the Monthly Invoice within thirty (30) calendar days after receipt of the Monthly Invoice.

Article VI Prisoner Magistration/Arraignment

6.1 Sachse prisoners shall be arraigned by the designated Sachse Municipal Judge.

6.2 Rowlett may, in its sole discretion, refuse to accept for processing into the Facility any Sachse prisoner that appears to need medical treatment or medical services.

6.3 Neither Rowlett nor Sachse may consent to medical treatment of a prisoner nor admit or sign a Sachse prisoner into a hospital or medical facility, or otherwise assume the financial responsibility therefore.

6.4 Sachse prisoners detained for a misdemeanor offense may be released from the Facility by Rowlett if Sachse cannot provide transport services for a Sachse prisoner under the following conditions:

- (a) Charges are pending;
- (b) Reactivation of the warrant(s) for which the prisoner is being held;
- (c) Charges filed at large; or
- (d) Charges not filed.

6.5 It shall be Sachse's responsibility to escort and guard Sachse prisoners to medical facilities for medical treatment. In the event that Sachse is unable to provide initial escorting and guarding of a Sachse prisoner to a medical facility, Rowlett shall, if staff is reasonably available, provide such; however, Sachse shall assume such responsibility of guarding Sachse prisoners as soon as practical thereafter.

Article VII Availability of Revenue

The Parties agree that the Party paying for the performance of governmental functions or services pursuant to this Agreement.

Article VIII Indemnification

8.1 TO THE EXTENT ALLOWED BY LAW, EACH PARTY HERETO SHALL INDEMNIFY AND SAVE HARMLESS THE OTHER PARTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF THE PARTY, ITS OFFICERS, AGENTS, OR EMPLOYEES IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

8.2 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, IN THE EXECUTION OF THIS AGREEMENT, NO PARTY WAIVES, NOR SHALL BE DEEMED HEREBY TO WAIVE, ANY IMMUNITY OR DEFENSE THAT WOULD OTHERWISE BE AVAILABLE TO OR AGAINST CLAIMS ARISING IN THE EXERCISE OF GOVERNMENTAL FUNCTIONS RELATING HERETO OR OTHERWISE. BY ENTERING INTO THIS AGREEMENT, THE PARTIES DO NOT CREATE ANY OBLIGATIONS EXPRESSED OR IMPLIED, OTHER THAN THOSE SET FORTH HEREIN, AND THIS AGREEMENT SHALL NOT CREATE ANY RIGHTS IN ANY PARTIES NOT SIGNATORY HERETO. THE REMEDIES OF A PARTY HERETO WITH RESPECT TO A CLAIM AGAINST ANOTHER PARTY HERETO SHALL BE IMPAIRED BY THIS AGREEMENT WHEN THE CLAIM DOES NOT ARISE FROM THE USE AND OPERATION OF THE FACILITY.

8.3 EACH PARTY AGREES TO AND ACCEPTS FULL RESPONSIBILITY FOR THE ACTS, NEGLIGENCE AND/OR OMISSIONS OF SUCH PARTY'S OFFICERS, AGENTS AND EMPLOYEES IN THE EXECUTION AND PERFORMANCE OF THIS AGREEMENT.

Article IX
Miscellaneous Provisions

9.1 **Consideration.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

9.2 **Notice.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or be delivered the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Sachse, to: City of Sachse
 Attn: Gina Nash, City Manager
 3815 B Sachse Road
 Sachse, Texas 75048

With copy to: Bryan Sylvester, Police Chief
 City of Sachse Police Department
 3815 D Sachse Road
 Sachse, Texas 75048

Joseph Gorfida
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

If to Rowlett, to: City of Rowlett
 Attn: Brian Funderburk, City Manager
 4000 Main Street
 Rowlett, Texas 75088

With copy to: Michael Godfrey, Police Chief
 4401 Rowlett Road
 Rowlett, Texas 75088

David Berman
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

9.3 **Entire Agreement.** This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or

agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both parties.

9.4 **Venue and Governing Law.** This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas, and both parties agree that venue shall be in Dallas County, Texas.

9.5 **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

9.6 **Authority to Execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

9.7 **Severability.** The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause or phrase of this Agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party fifteen (15) days written notice of its intent to terminate.

9.8 **Amendments.** Rowlett and Sachse may amend this Agreement only by an instrument in writing.

9.9 **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

9.10 **Assignment.** This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party.

9.11 **Force Majeure.** the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, riot, civil commotion, strikes, fires, flood or by the occurrence of any event beyond the control of such party, then such party shall be excused from the performance of the obligations under this Agreement but only during such period of Force Majeure.

9.12 **Representations.** Each signatory represents this Agreement has been read by the party for which this Agreement is executed, that each party has had an opportunity to confer with counsel, on the matters contained herein.

9.13 **Drafting Provisions.** This Agreement shall be deemed to have been drafted equally by all parties hereto. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this Agreement.

9.14 **Independent Contractor.** Except as otherwise expressly provided herein, Sachse and Rowlett agree and acknowledge that each entity is not an agent of the other entity and that each entity is 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.

9.15 **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

(signature page to follow)

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The effective date of the Primary Term is _____. Renewal terms will be for a period of one year beginning on _____.

CITY OF SACHSE, TEXAS

Gina Nash, City Manager

Date: _____

ATTEST:

Michelle Lewis Sirianni, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, City Attorney
(04-28-2020:TM 115334)

CITY OF ROWLETT, TEXAS

Brian Funderburk, City Manager

Date: _____

ATTEST:

Laura Hallmark, City Secretary

APPROVED AS TO FORM:

David M. Berman, City Attorney



Agenda Item Details

Meeting	Jun 15, 2020 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	4. Consider approving and authorizing the City Manager to execute a contract for professional services between the City of Sachse and Lee Engineering for traffic signal design in the amount of sixty-two thousand one hundred dollars and zero cents (\$62,100.00).
Access	Public
Type	Action
Preferred Date	Jun 15, 2020
Absolute Date	Jun 15, 2020
Fiscal Impact	Yes
Dollar Amount	62,100.00
Budgeted	Yes
Budget Source	Roadway Impact Fees
Recommended Action	Approve as presented.
Goals	Strategically invest in the City's existing and future infrastructure.

Public Content

BACKGROUND

The City of Sachse Capital Improvement Plan includes a roadway improvement project for the traffic signalization of two intersections: Cody Lane at Woodbridge Parkway and Ranch Road at Dewitt Road.

OVERVIEW

Traffic volume continue to increase in these areas, leading to significant congestion at the intersections of Cody Lane at Woodbridge Parkway and Ranch Road at Dewitt Road during peak traffic times in the morning and evening. Improving transportation is a major component of the City Council's goal to strategically invest in the City's existing and future infrastructure.

The City hired a consultant to complete a traffic signal warrant study for the two intersections in Fall 2019 as part of the Collin County Call for Projects. The studies showed that these intersections met the criteria for a traffic signal. Funding was denied by Collin County as our selected projects were out ranked by other needs within the county. However, Collin County has some remaining funding available from past project savings in Sachse that can be reallocated to fund these signals. Staff will bring an ILA to Council once the design is completed for approval to send to Collin County.

This item is to award the design for the traffic signal improvements included in CIP Program. If approved, staff will kick-off the design project this month, with the goal of bidding the project for construction in late fall.

POLICY CONSIDERATIONS

The project is included in the City of Sachse Capital Improvement Plan, with project funds shown to be from Roadway Impact Fees.

RECOMMENDATION

Staff recommends authorizing the City Manager to execute a contract for professional services with Lee Engineering in the amount of sixty-two thousand one hundred dollars and zero cents (\$62,100.00).

Collin County Traffic Signal Proposal - Lee Engineering Presentation.pdf (213 KB)

Traffic Signal Design Contract

City Council

June 15, 2020

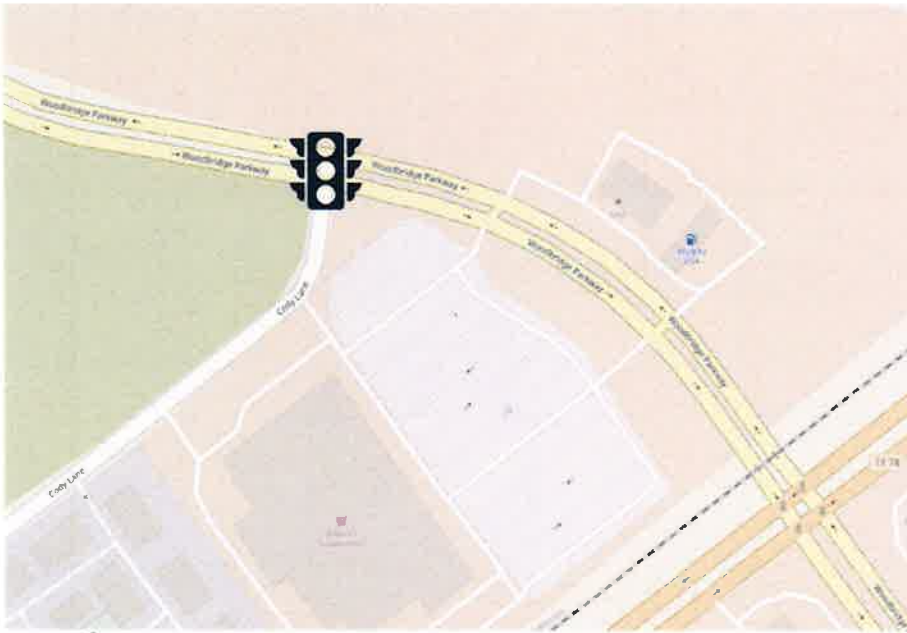


Overview

- Project Location Map
- Background
- Collin County Request
- Staff Recommendation
- Discussion and Next Steps



Project Location Map



Background

- Improving transportation and infrastructure is a major goal of City Council.
- There is significant congestion at the intersections of Cody Lane at Woodbridge Parkway and Ranch Road at Dewitt Road during peak traffic times in the morning and evening.
- The City hired Lee Engineering to complete a traffic signal warrant study for the two intersections in Fall 2019 as part of the Collin County Call for Projects.



Collin County Request

- October 2019 – Staff proposes two signal locations for consideration in the 2020 Collin County Call for Projects
- April 2020 – Collin County publishes list of accepted projects
- Funding was denied by Collin County as our selected projects were out ranked by other needs within the county
- Collin County has funding available from other project savings that can be reallocated to these projects in the amount of \$154,605



Staff Recommendation

- Staff recommends authorizing the City Manager to execute a contract for professional services with Lee Engineering in the amount of sixty-two thousand one hundred dollars and zero cents (\$62,100.00).
- If approved, this contract will be funded from Roadway Impact Fees. Additional funds necessary for the construction project are available in the CIP and/or Impact Fees.



Discussion and Next Steps

- If approved, staff will begin the design project this month, with the goal of bidding the project for construction in late fall.
- Lee Engineering and City staff will work together on completing design and bidding the project for construction.
- Staff will prepare an Interlocal Agreement for Council to approve for submission to Collin County to dedicate funding to this project.
- Staff will bring a construction contract for consideration later this year.

