



**Monday, June 1, 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/82085157899>
Or Telephone: (Toll Free) 877-853-5247
Webinar ID: 820 8515 7899**

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 1, 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 1, 2020 at 6:30 p.m. to consider the following items of business:
2. Discuss potential revisions to the City's current bulk trash ordinance.
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 1, 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 May 18, 2020, regular meeting.
2. Accept the monthly revenue and expenditure report for the period ending April 30, 2020.
3. Approve the Consent Agenda Items as presented.

F. Regular Agenda Items

1. 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.
2. 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.

G. Executive Session

1. The City Council will 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.
2. The City Council will 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.
3. 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.
4. Take any action as a result of Executive Session.

H. Regular Meeting Closing

1. Adjournment.

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



Michelle Lewis Sirianni, City Secretary

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

**Agenda Item Details**

Meeting	Jun 01, 2020 - City Council Combined Meeting
Category	A. 6:30 PM WORKSHOP MEETING
Subject	2. Discuss potential revisions to the City's current bulk trash ordinance.
Access	Public
Type	Discussion, Information
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

The City has created an interactive collection map, where residents can enter their address to find their specific collection schedule based on collection zones.

POLICY CONSIDERATIONS

The current bulk trash placement standards laid out in the ordinance were needed with the previous provider. Now that residents have more specificity regarding their collection days, these broad set-out limits are no longer needed.

City staff have received multiple complaints from residents about how long trash is permitted to sit out in the city.

RECOMMENDATION

Discuss and provide feedback to City staff on potential revisions to the City's current bulk trash ordinance.

Bulk Trash Ordinance.pptx (13,202 KB)

Bulk Trash Ordinance

CITY COUNCIL

JUNE 1, 2020



Overview

- Current ordinance
 - Challenges with current ordinance
 - Examples of issues
 - Community Waste Disposal
 - Bulk trash collection map
 - Survey of area cities
 - Proposed options
 - Next steps
- 

Current Ordinance-Regular Trash (context)

G. Trash and bulk storage/pick-up.

(1) Placement of garbage containers/bags for collection where no alleys exists. 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 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.]

Current Ordinance-Bulk Trash

(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 one week preceding collection week.

(3) Placement of bundled or containerized brush and yard or household containerized trash. 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, bulky items, outside of the normal bulk pick-up, such customer shall notify contractor to arrange extra pick up and that cost billed to the customer by the contractor. Storage of pick up shall not be placed out earlier than one week before pick up date.

Challenges with Current Ordinance

- Current ordinance allows for residents to place their bulk trash out “...one week preceding collection week”
- The city is split in two zones, and bulk trash is collected on the weeks of the first or fourth Mondays, depending which part of the city a resident resides in
- In theory, this means that, at any given time, bulk trash could be sitting out in the city because residents can place out up to a week ahead of their collection dates and bulk trash is collected twice a month throughout the city
- Complaints from residents regarding early set-out, when the set-out actually falls within the current ordinance parameters

Bulk Trash Data

- 2019 – **867** cases for bulk trash. A majority of which were due to residents complaining about early placement of bulk trash
- 2020 (thus far) – **426** cases for trash and bulk trash. A majority of which were due to residents complaining about early placement of bulk trash
- Complaints:
 - The bulk trash was just serviced and my neighbor has put out more trash
 - The bulk trash smells because it has been sitting out for weeks
 - Our property values are diminished because my neighbor keeps their bulk trash out all the time
 - The bulk trash is blocking the public right of way
 - The bulk trash is a nuisance and an eyesore for the city

Bulk Trash Examples



Bulk Trash Examples



Bulk Trash Examples



Bulk Trash Examples



Community Waste Disposal (CWD)

- When negotiating contract with CWD, the City required that CWD provide bulk trash collection for residents on their normal trash pick-up days
- For example, if your trash collection day is Tuesday, then your bulk trash will be collected once a month, on a Tuesday
- This gives residents greater specificity on when their bulk trash will get collected
- It is also designed to prevent bulk trash from sitting out for extending periods of time, potentially getting blown around if there is inclement weather



CWD Sachse

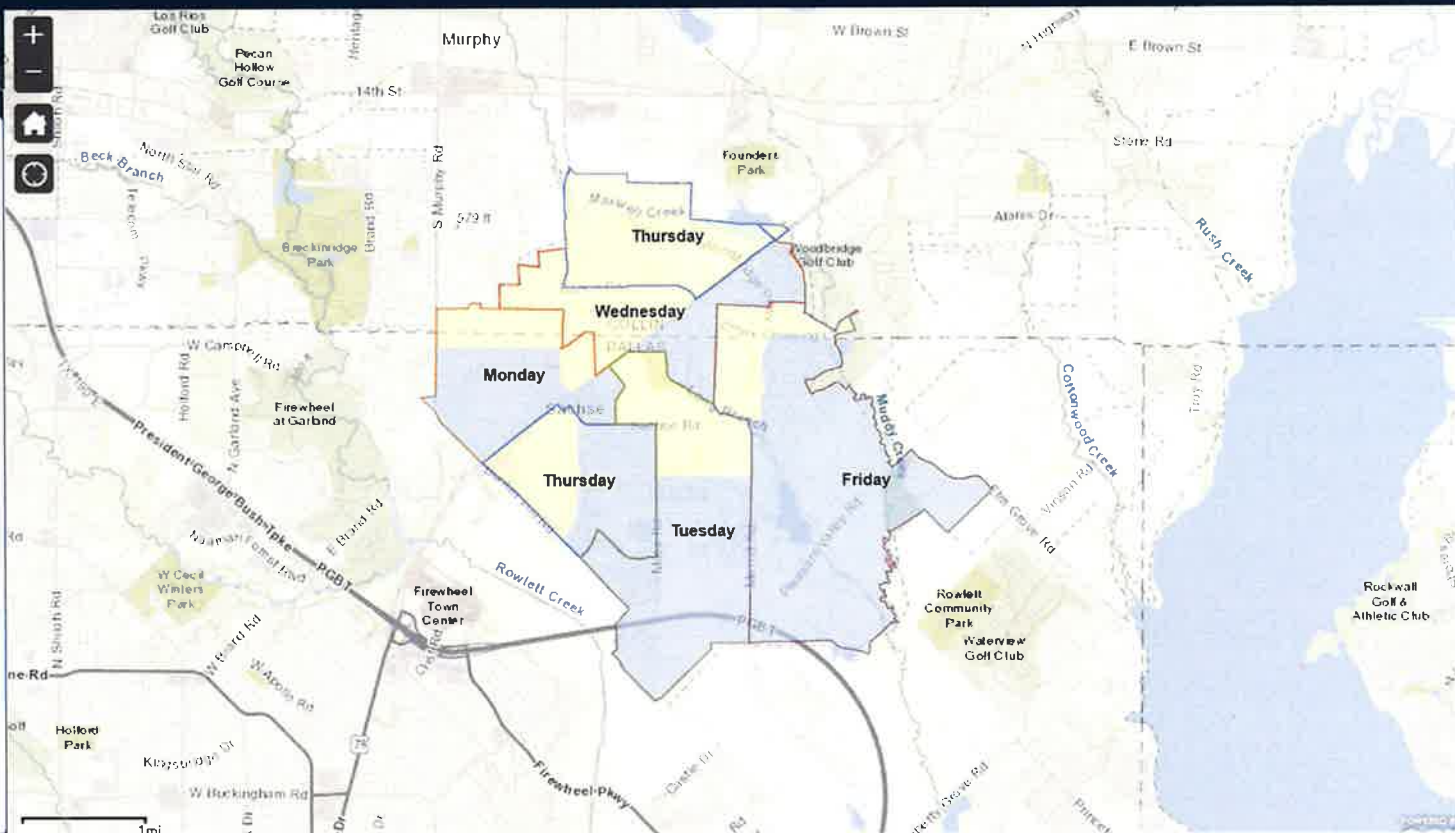
with Web AppBuilder for ArcGIS



City of Sachse - Pickup Schedule Lookup

Search for an address or locate on map

Search for an Address



Area Cities-Bulk Trash Parameters

Allen (CWD): No earlier than 12-hours prior to the day of scheduled collection

Prosper (CWD): No earlier than 48-hours hours prior to scheduled collection

Wylie (CWD): No earlier than 24-hours hours prior to scheduled collection

Murphy (Republic): No earlier than 24-hours hours prior to scheduled collection

Colleyville (CWD): No earlier than 12-hours prior to scheduled collection



Proposed Options

- Option 1: Change set-out to 12-hours prior to bulk trash collection date
- Option 2: Change set-out to 24-hours prior to bulk trash collection date
- Option 3: Change set-out to 48-hours prior to bulk trash collection date
- Option 4: No change to current set-out parameters

Next Steps

- Does the Council wish to make alterations to the current bulk trash ordinance regarding set-out parameters?
- Which option would the Council like to pursue?
 - Option 1: Change set-out to 12-hours prior to bulk trash collection date
 - Option 2: Change set-out to 24-hours prior to bulk trash collection date
 - Option 3: Change set-out to 48-hours prior to bulk trash collection date
 - Option 4: No change to current set-out parameters
- 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
- Return at next Council meeting with redlined version of ordinance for approval

**Agenda Item Details**

Meeting	Jun 01, 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 May 18, 2020, regular meeting.
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Approve as presented.
Minutes	View Minutes for May 18, 2020 - City Council Regular Meeting

Public Content**BACKGROUND**

Minutes of the May 18, 2020, regular meeting.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

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

05.18.20 Minutes.pdf (54 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
MAY 18, 2020

The City Council of the City of Sachse held a regular meeting on Monday, May 18, 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; City Secretary, Michelle Lewis Sirianni; Parks and Recreation Director, Lance Whitworth; Parks and Recreation Manager, Cynthia Wiseman; Library Manager, Daniel Laney; 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; Fire Chief, Marty Wade; and Police Chief, Bryan Sylvester.

Mayor Felix opened the regular meeting at 6:30 p.m.

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

MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS:

Councilman King reminded residents of activities still taking place but to remember to keep practicing social distancing.

Mayor Pro Tem Howarth reminded residents of the services available at the Library including curbside pick-up or delivery.

Councilman Bickerstaff congratulated all the seniors and wished them the best of luck in their future endeavors.

Recognize Bailey Balderson, recipient of the 2020 City of Sachse Scholarship.

Mayor Felix introduced Ms. Balderson and congratulated her on receiving this year's scholarship sponsored by Community Waste Disposal. Mayor Felix stated they were extremely impressed with her application, essay, and all that she accomplished while growing up in Sachse.

Ms. Balderson thanked the Council and highlighted her time growing up in Sachse along with her future plans and choice of college.

CITIZEN INPUT:

No comments were submitted.

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 4, 2020, combined meeting.**
- 2. Accept the Quarterly Budget and Investment Reports for the quarter ended March 31, 2020.**
- 3. Approve a resolution adopting the Dallas County Hazard Mitigation Action Plan 2020.**
- 4. Authorize the Fire Chief to complete the purchase of ten Wello non-contact temperature scanning machines for City facilities in an amount not to exceed eighty-seven thousand five hundred dollars and zero cents (\$87,500.00).**

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

REGULAR AGENDA ITEMS:

Discuss a proposal regarding the Sachse Police Department prisoner housing.

Chief Sylvester presented a plan to the City Council to consider housing Sachse prisoners at the City of Rowlett facility. Chief Sylvester outlined the City's current process, options to consider if the City was to continue housing prisoners, and what would be included if the City chose to partner with the City of Rowlett. Chief Sylvester noted budgetary impacts and improved efficiency considerations. Chief Sylvester indicated that the City of Rowlett will present this item to its City Council on May 19, upon which they will look to finalize the interlocal agreement. Staff will bring the item back for Council consideration on June 1.

The City Council discussed the options presented, the ability to keep the facility where they could reactivate if needed, transportation times, booking process, and the City of Rowlett's facility.

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

Mrs. Nash stated Collin County received federal funding under the CARES Act to assist municipalities within the County in recovering costs directly incurred in responding to the COVID-19 emergency. Funds were allocated to each municipality within Collin County based on its

population size. The City will use a special segregated account solely for holding and dispersing the funds.

Councilman King asked if they will be discussing the usage of these funds. Mrs. Nash responded that she will bring this item back to the City Council with a proposal for the use of funds for the City Council to consider.

Mayor Felix thanked Commissioner Williams.

Councilman Bickerstaff made a motion to approve an Interlocal Agreement with Collin County under the County's Emergency Program for Direct Costs Expended by Municipalities located in Collin County to address and respond to COVID-19. Councilman King seconded that motion and the motion was unanimously approved.

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 updated the City Council on the phased approach of re-opening City buildings. She noted that there are some necessary building modifications that need to be done before fully re-opening. Phase III, to begin June 2, will include City Hall, the Library, and the Community Center opening in limited capacities. The Public Safety lobby, the Senior Center, and the Animal Shelter will remain closed, with the Animal Shelter staff available to meet by appointment only.

Daniel Laney, Library Manager presented the next phase of the Library re-opening. Beginning June 2, the Library will re-open with temporary hours from 10:00 a.m. to 5:00 p.m., Tuesday through Saturday with continued curbside and delivery services. In-house services will include library card registrations, self-checkout, self-service printing, and a one-hour time limit on the computers. They will not be taking meeting room reservations or donations. Mr. Laney stated as a precaution, they will be limiting patrons, have social distancing markers and signage, have barriers at the information desk, will remove non-essential seating, and will utilize the outdoor book return only.

Mayor Pro Tem Howarth asked about the time limits and suggested considering limits on the number of guests from each household to avoid not allowing several patrons in at a time.

Cynthia Wiseman, Parks and Recreation Manager presented the next phase of the Community Center re-opening. Beginning June 2, the Community Center will re-open with temporary hours from 10:00 a.m. to 5:00 p.m., Tuesday through Saturday and will be by appointment only. Members will be able to call and schedule a time to reserve their activities, which will be limited to one hour. The hours will be staggered to avoid any overlapping and to allow time for cleaning. Mrs. Wiseman reviewed safety precautions and their next steps.

Councilman Franks asked if the Wellbeats will continue free of charge and asked if there is sufficient staffing to clean and sanitize the Center. Mrs. Wiseman replied that at this time, they will continue to offer Wellbeats free of charge through May 31. Users will be notified if that is extended. She noted that since the activities are being scheduled on intervals, they will have time in between guests to clean.

Councilman King asked if the video game area would be open. Mrs. Wiseman stated it would not be open, but the ping pong table would be available for use.

Councilman Watkins asked if masks would be required. Mrs. Wiseman stated staff would be wearing and patrons will be encouraged to wear them, but will not be required to do so.

Mayor Pro Tem Howarth asked if members can only come for an activity and asked how they can sign up. Mrs. Wiseman stated they will have the schedule on the website to register or members may call.

Councilman King asked about the types of masks used for employees. Mrs. Nash stated cloth masks and/or disposable masks are provided to employees, based on their preference. N95 masks are reserved for police and fire staff. Staff is planning on providing the required hygienic training as outlined in the Governor's guide to re-opening Texas.

Receive a staff briefing regarding the status of the FY 2019-2020 budget and effects of COVID-19.

Mrs. Savage presented an update on the FY 2019-2020 budget, which included information from the General Fund, sales tax revenues, property tax considerations, the Utility Fund, utility collections, expenditure impacts from COVID-19, and the City's fiscal management contingency plan.

Mrs. Nash stated that the conservative decisions of the City Council has placed the City in a good financial position. She noted that they need to start filling vacancies in some departments, as they are in dire need of assistance.

Discuss and make a recommendation on the July 3, 2020, Red, White, and Blue Blast event.

Mrs. Wiseman stated staff researched cities in the Metroplex to see how they were handling summer events such as firework shows, parades, and festivals. The plans ranged from complete cancellations to modified events. Staff did not find any cities that are having festivals or parades. Mrs. Wiseman presented several options. Option one proposed hosting the firework portion of the event and cancelling the parade, vendors, food trucks, kids' activities, etc. The fireworks would be larger in scale, allowing residents to watch them from their homes and simulcast the music with the show. Option two proposed cancelling the entire event and having the fireworks and the band at a later date or at another event. Staff contacted the vendors that required pre-payment for the event should the City cancel. All of them, with one exception, have agreed to credit the full payment towards next year (2021) should the City Council decide not to have the festival portion of the event. Staff is requesting direction on whether to cancel the July 3 festivities, but not the fireworks show, cancel the entire event and move everything to 2021, or cancel the entire event, but move the fireworks and the band to a different date.

The City Council discussed cancelling completely and moving to 2021, the obstacles of just having the fireworks portion, and moving the fireworks/band to a future event such as the Christmas Extravaganza.

Councilman King made a motion to cancel the July 3, 2020, Red, White, and Blue Blast event. Councilman Bickerstaff seconded that motion and the motion was unanimously approved.

ADJOURNMENT:

Mayor Felix adjourned the meeting at 8:56 p.m.

MIKE J. FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary

**Agenda Item Details**

Meeting	Jun 01, 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. Accept the monthly revenue and expenditure report for the period ending April 30, 2020.
Access	Public
Type	Action (Consent)
Preferred Date	Jun 01, 2020
Fiscal Impact	No
Recommended Action	Accept the monthly revenue and expenditure report for the period ending April 30, 2020.
Goals	Be a model of financial stewardship through growth management, responsible investment, and financial transparency.

Public Content**BACKGROUND**

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

POLICY CONSIDERATIONS

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

RECOMMENDATION

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

[Sales Tax Analysis June 2020.pdf \(79 KB\)](#)[All Funds 4-30-20.pdf \(110 KB\)](#)

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

CITY OF SACHSE
2019/2020 SALES TAX ANALYSIS

FY 2019	Total Sales tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget	FY 2020	Total Sales tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget
October	208,112	118,915	118,915	9.75%	October	240,829	137,609	137,609	8.63%
November	295,677	168,950	287,865	19.52%	November	316,904	181,079	318,688	19.98%
December	216,610	123,771	411,635	27.91%	December	252,331	144,182	462,870	29.02%
January	230,470	131,690	543,326	36.84%	January	272,241	155,558	618,429	38.77%
February	337,215	192,685	736,011	49.90%	February	401,877	229,633	848,061	53.17%
March	209,463	119,687	855,698	58.01%	March	250,829	143,324	991,385	62.16%
April	200,166	114,375	970,073	65.77%	April	224,183	128,098	1,119,483	70.19%
May	290,146	165,789	1,135,862	77.01%	May	332,834	190,181	1,309,665	82.11%
June	186,681	106,670	1,242,532	84.24%	June				
July	233,228	133,266	1,375,798	93.27%	July				
August	309,283	176,724	1,552,523	105.26%	August				
September	239,512	136,857	1,689,380	114.53%	September				
TOTAL	2,956,564	1,689,380			TOTAL	2,292,028	1,309,665		
BUDGET		1,475,000			BUDGET		1,595,000		

City of Sachse
Monthly Revenue and Expenditure Report
 April 30, 2020
 (Unaudited)

GENERAL FUND

58% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Property Tax	\$ 12,586,210	\$ (140,857)	\$ 12,703,181	100.93%	A
Sales Tax	1,633,000	137,998	1,144,744	70.10%	
Franchise Fees	1,809,027	159,654	1,064,467	58.84%	
Licenses and Permits	579,500	75,534	338,344	58.39%	
Service Fees	833,000	123,633	944,681	113.41%	
Fines	250,000	11,798	133,426	53.37%	
Interest Income	100,000	10,840	124,118	124.12%	
Miscellaneous Income	432,853	6,480	169,010	39.05%	
Intergovernmental Revenue	1,363,897	113,658	795,607	58.33%	
Total Revenue	\$ 19,587,487	\$ 498,738	\$ 17,417,578	88.92%	
Expenditure Summary					
City Manager	\$ 752,099	\$ 49,655	\$ 374,416	49.78%	
City Secretary	192,702	10,687	152,068	78.91%	D
Human Resources	393,974	24,899	198,896	50.48%	
Finance	684,177	39,941	330,149	48.25%	
Municipal Court	242,307	14,687	118,455	48.89%	
Parks	990,022	46,456	521,737	52.70%	C
Senior Programs	175,778	8,824	100,156	56.98%	
Library Services	520,532	35,724	270,602	51.99%	
Community Development	721,743	46,701	376,322	52.14%	
Streets & Drainage	2,279,892	72,674	1,623,066	71.19%	E
Facility Maintenance	568,276	29,574	317,914	55.94%	
Police	5,436,091	361,328	3,058,624	56.27%	
Animal Control	236,067	12,816	133,426	56.52%	
Fire/EMS	4,541,005	325,284	2,664,782	58.68%	
Combined Services	407,310	17,377	322,247	79.12%	B
Recreation	332,695	15,280	168,523	50.65%	C
City Engineer	347,000	18,958	145,047	41.80%	
Information Technology	741,473	27,628	336,798	45.42%	
Total Expenditures	\$ 19,563,143	\$ 1,158,493	\$ 11,213,229	57.32%	
Total Revenue Over/Under Expenses	\$ 24,344	\$ (659,755)	\$ 6,204,349		

Explanation of Major Variances:

- A** TIF Allocation transferred from General Fund to TIF on April 1
- B** Total annual property and liability premium paid in October
- C** Recreation is a separate department for FY2020, but included in Parks for FY2019
- D** Special Election costs posted in December
- E** Department includes \$800,000 CIP Transfer which was posted in April

City of Sachse
Monthly Revenue and Expenditure Report
April 30, 2020
(Unaudited)

UTILITY FUND

58% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 0%
Revenue Summary					
Water Revenue	\$ 6,945,622	\$ 504,382	\$ 3,356,793	48.33%	
Sewer Revenue	4,790,920	409,289	2,819,647	58.85%	
Drainage Revenue	210,000	17,548	122,714	58.44%	
Fees	164,500	2,179	95,791	58.23%	
Interest Income	150,000	8,959	132,876	88.58%	
Transfer In-Impact Fee	1,047,000	1,047,000	1,047,000	100.00%	
Miscellaneous Income	-	-	23,698		
Total Revenue	\$ 13,308,042	\$ 1,989,357	\$ 7,598,518	57.10%	
Expenditure Summary					
Utility Administration	\$ 430,387	\$ 40,095	\$ 248,830	57.82%	
Water Operations	6,227,956	465,311	3,641,322	58.47%	
Sewer Operations	4,405,115	318,282	2,279,632	51.75%	
Drainage Projects	100,000	-	62,500	62.50%	
Total Expenditures	\$ 11,163,457	\$ 823,688	\$ 6,232,284	55.83%	
Total Revenue Over/Under Expenses	\$ 2,144,585	\$ 1,165,669	\$ 1,366,235		

Explanation of Major Variances:

City of Sachse
Monthly Revenue and Expenditure Report
April 30, 2020
(Unaudited)

Debt Service Fund

58% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 0%
Revenue Summary					
Property Tax	\$ 4,713,027	\$ 20,474	\$ 4,762,135	101.04%	
Interest Income	8,000	381	15,021	187.77%	
Miscellaneous Receipts					
Total Revenue	\$ 4,721,027	\$ 20,855	\$ 4,777,157	101.19%	
Expenditure Summary					
Fees	\$ 42,320	\$ 400	\$ 36,147	85.41%	B
Principal	3,420,000		3,420,000	100.00%	A
Interest	1,353,750		687,787	50.81%	A
Transfer Out-Utility Fund					
Total Expenditures	\$ 4,816,070	\$ 400	\$ 4,143,934	86.04%	
Total Revenue Over/Under Expenses	\$ (95,043)	\$ 20,455	\$ 633,223		

- A** Principal payments are due in February and interest payments in February and August
B Includes Financing Costs on 2019 Tax Notes all incurred in October

City of Sachse
Monthly Revenue and Expenditure Report
April 30, 2020
(Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

58% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Sales Tax	\$ 775,000	\$ 64,049	\$ 559,742	72.22%	
Other Income	\$ 12,500	\$ -	\$ 2,166	17.33%	
Interest Income	4,000	429	11,535	288.37%	A
Total Revenue	\$ 791,500	\$ 64,478	\$ 573,442	72.45%	
Expenditure Summary					
Expenditures	808,349	23,660	405,665	50.18%	
Total Expenditures	\$ 808,349	\$ 23,660	\$ 405,665	50.18%	
Total Revenue Over/Under Expenses	\$ (16,849)	\$ 40,818	\$ 167,778		

Explanation of Major Variances:

A Allocation of pooled money market better than projected

City of Sachse
Monthly Revenue and Expenditure Report
April 30, 2020
(Unaudited)

MUNICIPAL DEVELOPMENT DISTRICT

58% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Sales Tax	\$ 355,000	\$ 29,158	\$ 261,649	73.70%	
Other Income	\$ -				
Interest Income	1,000		-		
Total Revenue	\$ 356,000	\$ 29,158	\$ 261,649	73.50%	
Expenditure Summary					
Expenditures	80,000	-	79,715	99.64%	
Total Expenditures	\$ 80,000	\$ -	\$ 79,715	99.64%	
Total Revenue Over/Under Expenses	\$ 276,000	\$ 29,158	\$ 181,934		

Explanation of Major Variances:

**Agenda Item Details**

Meeting	Jun 01, 2020 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	1. 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.
Access	Public
Type	Discussion, Information

Public Content

**Agenda Item Details**

Meeting	Jun 01, 2020 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	2. 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.
Access	Public
Type	Action, Discussion, Information
Recommended Action	Approve as presented.

Public Content**BACKGROUND**

Dallas County has received federal funding under the Coronavirus Aid, Relief, and Economic Security Act (hereinafter "CARES ACT") to address and respond to the effects of the COVID-19 emergency. Assisting municipalities within the County in recovering their costs directly incurred in responding to the COVID-19 emergency is a legitimate and lawful use of the CARES ACT funding.

OVERVIEW

The City may use its Municipal Funds for reimbursing itself for COVID-19 expenditures already paid and incurred, and for expenditures to assist it with its ongoing responses to COVID-19 as detailed in the CARES ACT, the Direct Costs Program and this Agreement. Municipal Funds may be used for all expenditures that municipalities are eligible to recover under the CARES ACT as described under said Act and the U.S. Department of the Treasury's Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments as applies to municipalities. Payments for the performance of governmental functions or services shall be made from current revenues available to the paying party.

POLICY CONSIDERATIONS

Each municipality receiving a share of these funds shall deposit them into a special segregated account created by each municipality solely for holding and dispersing the Municipal Funds. This account must be interest-bearing and similarly insured as the municipality's other funds.

Dallas County designated \$892,045.00 of the CARES Act funds it received to be distributed to the City of Sachse. The City will receive a 20% initial disbursement of the funds (\$178,409.00) and may receive the remaining 80% disbursement (\$713,636.00) once it receives approval from Dallas County staff. Funds were allocated to each municipality within Dallas County by population size.

The City shall return any unspent funds to the County by December 11, 2020.

RECOMMENDATION

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.

City Population and Funding Breakdown.pdf (68 KB)

Dallas County ILA CARES Act Funding.pdf (343 KB)

Guidance Document - Exhibit A.pdf (104 KB)

City	Population Estimate		80% Cost	Total Funding
	In Dallas County	20% Initial Funding	Reimbursements	
Addison	15,790	173,690	694,760	868,450
Balch Springs	24,740	272,140	1,088,560	1,360,700
Carrollton*	51,117	562,287	2,249,148	2,811,435
Cedar Hill*	46,898	515,878	2,063,512	2,579,390
Cockrell Hill	4,190	46,090	184,360	230,450
Combine*	711	7,821	31,284	39,105
Coppell*	40,518	445,698	1,782,792	2,228,490
DeSoto	53,200	585,200	2,340,800	2,926,000
Duncanville	39,510	434,610	1,738,440	2,173,050
Famers Branch	31,780	349,580	1,398,320	1,747,900
Ferris*	2	22	88	110
Garland*	237,002	2,607,022	10,428,088	13,035,110
Glenn Heights*	9,038	99,418	397,672	497,090
Grand Prairie*	130,444	1,434,884	5,739,536	7,174,420
Highland Park	8,500	93,500	374,000	467,500
Hutchins	6,210	68,310	273,240	341,550
Irving	240,420	2,644,620	10,578,480	13,223,100
Lancaster	38,400	422,400	1,689,600	2,112,000
Lewisville	840	9,240	36,960	46,200
Mesquite*	144,928	1,594,208	6,376,832	7,971,040
Ovilla*	342	3,762	15,048	18,810
Richardson*	76,407	840,477	3,361,908	4,202,385
Rowlett*	52,285	575,135	2,300,540	2,875,675
Sachse*	16,219	178,409	713,636	892,045
Seagoville*	16,600	182,600	730,400	913,000
Sunnyvale	5,580	61,380	245,520	306,900
University Park	22,910	252,010	1,008,040	1,260,050
Wilmer	4,290	47,190	188,760	235,950
Wylie*	877	9,647	38,588	48,235
TOTAL	1,319,748	14,507,581	58,030,324	72,537,905

Population estimates as of Jan. 1, 2019 according to NCTCOG 2019 Population Estimates

*Estimate adjusted for split city (boundaries in multiple counties - calculated by NCTCOG)

STHE STATE OF TEXAS

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THE COUNTY OF DALLAS

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**DALLAS COUNTY CARES ACT FUNDING
INTERLOCAL AGREEMENT**

1. RECITALS:

This Agreement is entered into by and between Dallas County, Texas (hereinafter, "County"), acting by and through the Dallas County Commissioners Court (hereinafter, "Commissioners Court") located at 411 Elm Street, 2nd Floor, Dallas, Texas 75202, and the City of Sachse, located at 3815 Sachse Road, Building B, Sachse, Texas 75048 (hereinafter "City") or individually as a "Party" or collectively the "Parties" for certain management services, as identified in this Agreement under authority of Texas Government Code, Chapter 791, for certain management services, as identified in Section 5 (Scope of Services) of this Agreement.

WHEREAS, the City is a "local government" as defined by Texas Government Code § 791.003(4)(A) and desires to enter into this Agreement pursuant to Texas Government Code, Chapter 791; and

WHEREAS, the County is in receipt of funds from the United States Treasury Department under the Coronavirus Aid, Relief, and Economic Security Act also known as the "CARES Act"; and

WHEREAS, the County desires to contract, with the City for the administration of the distribution of some of Dallas County's CARES Act funds by providing funds to the City for authorized CARES Act activities; and

WHEREAS, the County has the authority under Chapter 791, Texas Government Code to contract with other local governments for government functions and services; and

WHEREAS, the County wishes to engage the services of the City for the administration of the distribution of a portion of the County's CARES Act funds in accordance with the Guidance from the United States Treasury Department; and

WHEREAS, the City is capable of providing the services and related activities for the appropriate distribution of CARES Act funds; and

WHEREAS, on March 12, 2020, the Dallas County Judge declared a local state of disaster for a public health emergency in relation to COVID-19; and

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States declared a national emergency in relation to COVID-19; and

WHEREAS, the Governor of Texas, on March 13, 2020, invoked Texas Government Code § 418.017 in his state-wide disaster declaration, to “authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster”, and

WHEREAS, some local businesses and residents have experienced extraordinary economic strain due to state and local regulations related to the COVID-19; and

WHEREAS, the County finds that the expenditure of public funds in support of the operations of the City’s businesses and residents, especially in this time of a pandemic crises, accomplishes a valid public purpose of protecting the Dallas County economy and the economic welfare of the residents of Dallas County; and

WHEREAS, the City will serve a benefit to all Dallas County residents during this pandemic, providing essential assistance to residents and businesses within the City; and

WHEREAS, the Parties desire to enter into this Agreement for the purposes stated herein; and

WHEREAS, these Recitals are incorporated into this Agreement and are expressly made a part of this Agreement; and

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, the Parties agree as follows:

2. TERM:

The term of this Agreement shall begin upon day this Agreement last executed by the Parties and continue until the services are rendered and the CARES Act funds under this Agreement are distributed, unless terminated earlier under any provision hereof. Notwithstanding the foregoing, the services and deliverables herein shall be completed by November 30, 2020 (the “Term”).

3. INCORPORATED DOCUMENTS:

The following documents are incorporated by reference as if fully reproduced herein:

- (a) **Exhibit A-** Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments from the United States Treasury Department.

4. ORDER OF PRECEDENCE:

In the event of any conflict or inconsistency between or among the provisions of this Agreement or any incorporated or referenced document or any exhibit, attachment, or associated document, such conflict or inconsistency shall be resolved in the following order of precedence: (1) this Agreement and any subsequent amendments; then (2) Exhibit A.

5. CITY'S SCOPE OF SERVICES AND OBLIGATIONS:

- (a) The City shall distribute the CARES Act funds provided by the County in accordance with the guidance as detailed in the attached and incorporated **Exhibit A**.
- (b) The City may choose to set up programs such as housing assistance for its residents and grants and loans for its businesses.
- (c) The City shall only disburse the CARES Act funds within its municipal corporate limits to eligible residents and individuals as determined by the City in compliance with the guidance in **Exhibit A**.
- (d) The City shall not be permitted to duplicate any efforts the County is undertaking for the County's CARES Act funding programs. For example, the County is beginning emergency assistance programs for daycare facilities, small business loans and grants, and emergency housing and rental assistance for residents. For purposes of clarity, if a resident is a recipient of assistance from a County program, then the resident shall be automatically disqualified from the any further City assistance with CARES Act funds. The same disqualification shall apply to businesses within the City.
- (e) The City shall keep the County informed of all expenditures made under this Agreement on a monthly basis during the Term in any format of report or reporting as determined in the County's sole discretion.
- (f) The City shall comply with the terms, conditions, and structure of the Funding Formula in Section 6 below.
- (g) The City shall return any unspent funds to the County by December 11, 2020.

6. COUNTY'S OBLIGATIONS:

County agrees to perform the following:

- (a) Dallas County will assist City in scheduling appointments with key County personnel and employees;
- (b) Dallas County shall maintain supervisory control of the ultimate disbursement of funds under any program or disbursement approved by the City;
- (c) Dallas County will provide funding in an amount of up to of **fifty-five dollars (\$55)** per City resident based on the 2019 estimated population. The estimated population under this formula and the amount of funds provided to City shall be in the sole discretion of the County (hereinafter "Funding Formula").
 - 1. Under this Funding Formula, the County will provide **twenty percent (20%)** of the eligible funds under this Agreement to the

City upon execution of this Agreement. The City may apply for the further disbursement of funds for specific projects, programs, or purchases from the County for the remaining **eighty percent (80%)** of the eligible funding under this Funding Formula during the duration of this Agreement.

2. For the remaining **eighty percent (80%)** under this Funding Formula, the City shall seek pre-approval from the County for any proposed program, initiative, or disbursement of funds. Once written approval is obtained from the County, the City may seek a disbursement for that specific program, initiative, or project from the County.

7. TERMS AND CONDITIONS:

County agrees to provide CARES Act funding to City for approved budget expenses incurred and for documented units of services performed, subject to the following limitations:

- (a) Not to Exceed Amount. City understands and agrees that the maximum total amount payable for the services and funds distributed described herein shall not exceed **the amount as determined by the Funding Formula detailed in Section 6(c) above** (hereinafter "Not to Exceed Amount") unless a formal written amendment is executed by the Parties hereto and is formally approved by the Commissioners Court. County shall not pay for any services nor distribute any funds that would cause the amounts described herein in excess of the Not to Exceed Amount. Within this Not to Exceed Amount the City may fund its internal and indirect costs for administering the CARES Act funds in an amount not to exceed **ten percent (10%)** of all funds received under this Agreement.
- (b) City agrees to submit complete, fully documented, and accurate itemized invoices, receipts, and other appropriate documentation, as required by County, following the completion of the services and disbursement of the funds. Specifically, the invoices, receipts, and other documentation shall be itemized and include supporting documentation and any management fees. Within the supporting documentation the subcontractor invoices shall be included, if any. All required documentation shall be submitted on the first day of each month during the Term of this Agreement as expenses are incurred or funds are disbursed. All documentation submitted shall represent the services rendered and funds disbursed by Contractor for the previous month.
- (c) **Twenty percent (20%)** of the available funds under this Agreement and the Funding Formula will be made to the City upon execution of the Agreement. The City may apply for further funds of the remaining **eighty percent (80%)** as described in the Funding Formula through the duration of this agreement. The County may in its sole discretion disallow or refuse to fund any activity for which further funding is sought by the City that is not in compliance with **Exhibit A**. Further, the County may withhold further funding from the City if the City fails to comply with County's reporting requirements, performance objectives, or other

requirements relating to City's performance of work, deliverables, and services under this Agreement. County shall pay the City only for those reimbursable costs that are allowable under applicable rules and regulations, as stated in this Agreement. Should the United States Treasury Department, the United States Congress, the Executive Branch of Federal Government, the Federal Judiciary, or any other Federal Agency with jurisdiction issue further guidance on the appropriate use of the CARES Act funds, that further guidance shall be automatically incorporated into this Agreement in **Exhibit A** without the need for a formal amendment. County shall have the right to withhold all or part of any reimbursement funds to the City to offset any reimbursement made to City for ineligible expenditures or undocumented units of services billed as determined by the County in its sole discretion.

- (d) City understands and agrees that all documentation must be submitted to County on a rolling monthly basis during the Term of this Agreement. All receipts and expenditures must have appropriate supporting documentation before such billings will be approved.
- (e) The Dallas County Auditor is responsible for monitoring fiscal compliance activities and shall resolve any dispute between the Parties regarding County's payments to City for services rendered under this Agreement.
- (f) Prior Debts. County shall not be liable for costs incurred or performances rendered by City before or after the Term; for expenses not billed to County within the applicable time frames set forth in this Agreement; or for any payment for services or activities not provided pursuant to the terms of this Agreement.
- (g) Refund provision. The County shall have the right to demand repayment of any funds paid to City for services rendered or funds disbursed that did not comply with the terms of this Agreement or that were determined to be ineligible expenditures by the County or the Federal Government. The City shall promptly refund any monies previously paid or disbursed by County that the County, in its sole discretion, determines were used for services or activities that were not in compliance with this Agreement.

8. REPORTING AND ACCOUNTABILITY:

- (a) Reporting. City agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames pursuant to this Agreement. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation and/or termination of this Agreement with no obligation to pay for undocumented or ineligible services, or both.
- (b) Access to Records. City agrees that County, or any of its duly authorized representatives, or the Federal Government has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of City that are pertinent to the fulfillment of the requirements of this Agreement, in order to make audit, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable

access to City's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be furnished to the County in Dallas County, Texas.

- (c) Ownership. City agrees that all information, data, and supporting documentation that relates to the services provided hereunder shall remain the property of City.
- (d) Maintenance of Records. City's records, books, and other documents reasonably related to this Agreement shall be kept and maintained in standard accounting form. Such records, books, and documents shall be made available in Dallas County subject to inspection by County or authorized County personnel upon request.
- (e) Audit. The Dallas County Auditor, its assigns, or any other governmental entity approved by County shall have the unrestricted right to audit all data or documents related to this Agreement. Such data shall be furnished in Dallas County at a mutually convenient time within a reasonable time. Should County determine it reasonably necessary, City shall make all of its records, books, and documents reasonably related to this Agreement available to authorized County personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Agreement.
- (f) Retention of Records. All records, books, and documents reasonably related to this Agreement shall be maintained and kept by City for a minimum of four (4) years and ninety (90) days after termination or expiration of this Agreement. If any litigation, claim, or audit involving these documents or records begins before the specified period expires, City must keep the records and documents for not less than four (4) years and ninety (90) days and until all litigation, claims, or audit findings are resolved, whichever is later. **City is strictly prohibited from destroying or discarding any records, books, or other documents reasonably related to this Agreement, unless the time period for maintaining such under this subsection (f) has lapsed.**

9. CONFIDENTIALITY:

- (a) City shall not disclose privileged or confidential communications or information acquired in the course of the performance under this Agreement, unless authorized by law. City agrees to adhere to all confidentiality requirements, as applicable, for performance under this Agreement.
- (b) Public Information Act. The Parties acknowledge and agree that County and City are subject, as a matter of law, to Texas Government Code, Chapter 552, also known as the "Texas Public Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the Parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public

Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General. City hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by City or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

- (c) Any Public Information Act request received by the City or County for documents related to this Agreement or any program undertaken pursuant to this Agreement shall be handled by the entity who received the Public Information Act request.
- (d) Notwithstanding the foregoing, the Parties agree, to the extent permitted by the Public Information Act, to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other Party, or any information related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, for any purposes other than performing each Party's obligations under this Agreement.

10. INDEMNIFICATION:

THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES. THE PARTIES AGREE THAT ANY SUCH LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS, SHALL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS.

11. INSURANCE:

City and County agree that they 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 laws, and that is maintained at appropriate levels of insurance commensurate with each Party's obligations hereunder and in accordance with sound accounting practices. City and County will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

12. EXPENSES

Unless prior written approval by County is obtained or otherwise detailed in this Agreement, City shall be responsible for all mileage and other miscellaneous expenses related to the fulfillment of the requirements of this Agreement. Mileage and other miscellaneous expenses shall be included in the Not to Exceed Amount.

13. TERMINATION:

- (a) Suspension. Should County desire to suspend the services, but not terminate the Agreement, County shall issue a written order to stop work. The written order shall set out the terms of the suspension. The City shall stop all services as set forth in this Agreement and will cease to incur costs to County or disburse funds during the term of the suspension. City shall resume work when notified to do so by County in a written authorization to proceed. If a change in the terms and conditions of payment for services of this Agreement is necessary because of a suspension, a mutually agreed contract amendment will be executed in accordance with this Agreement.
- (b) Termination. The County, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, terminate this Agreement, in whole or part, by giving thirty (30) days prior written notice thereof to the City with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. In the event of cancellation, City shall cease any and all services under this Agreement or disbursement of funds on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, City shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. Upon termination of this Agreement as herein above provided, any and all unspent funds that were paid or provided by County to City under this Agreement and any and all County data, documents and information in City's possession shall be returned to County within five (5) working days of the date of termination. In no event shall County's termination of this Agreement, for any reason, subject County to liability.
 - 1. Without Cause: This Agreement may be terminated, in whole or in part, without cause, by County upon thirty (30) days prior written notice to the City.

2. With Cause: County reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:

- A. Lack of, or reduction in, funding or resources in accordance with Section 29 (Fiscal Funding Clause);
- B. Non-performance by City or City's failure or inability to perform or substantially perform, for whatever reason, the services required or funds to be disbursed under this Agreement;
- C. City's improper, misuse or inept use of CARES Act funds under this Agreement;
- D. City's failure to comply with the terms and provisions of this Agreement;
- E. City's submission of invoices, data, statements and/or reports that are incorrect, incomplete, or false in any way;
- F. City's failure to comply with County's reporting requirements, the program objectives, the terms, conditions, or standards of this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;
- G. City's failure to perform the work and services required by this Agreement within the time specified herein or any extension thereof;
- H. City's inability to perform under this Agreement due to judicial order, injunction or any other court proceeding.

14. NOTICE:

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

TO COUNTY:

Judge Clay Jenkins
Dallas County
411 Elm St. 2nd Floor
Dallas County, Texas 75202
(214) 653-6018 (office)

TO CITY:

City of Sachse
3815 Sachse Road, Building B
Sachse, Texas 75048
(972) 495-1212

(214) 653-7449 (fax)

With a copy to:

Russell Roden
Chief, Civil Division
Dallas County District Attorney's Office
411 Elm Street, 5th Floor
Dallas, Texas 75202

15. SEVERABILITY:

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

16. IMMUNITY:

This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code and the City's governmental immunity, and all applicable federal and state law. 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 that the County or City has by operation of law.

17. COMPLIANCE WITH LAWS:

In providing services required by this Agreement, City must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. City shall be responsible for ensuring its compliance with any laws and regulations applicable to its operations and functions.

18. GOVERNING LAW AND VENUE:

The validity and interpretation of this Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas and any applicable guidance from the Federal Government or Federal Agency. This Agreement is performable and enforceable in Dallas County, Texas where the principal office of County is located and the state or federal courts of Dallas County shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.

19. AMENDMENTS AND CHANGES IN THE LAW:

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 hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal law, federal guidance, or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law or guidance.

20. THIRD PARTIES:

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity shall be a third party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

21. ASSIGNMENT:

City may not assign its rights and duties under this Agreement. Any assignment attempted shall be null and void.

22. CONTRA PROFERENTUM:

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the Party who drafted the Agreement and such Party shall not be responsible for the language used.

23. ENTIRE AGREEMENT:

This Agreement, including its Attachments, Exhibits, and Addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the Parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written, and except as otherwise provided herein, this Agreement may not be modified without prior written agreement of the Parties. Each Party acknowledges that the other Party, or anyone acting on behalf of the other Party has made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this Agreement, expressly or by incorporation.

24. BINDING EFFECT:

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

25. REMEDIES/WAIVER OF BREACH:

Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting Party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any term, covenant, condition or violation of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Any waiver of any provision of this Agreement or violation thereof must be by a written instrument.

26. FEDERAL FUNDED PROJECT:

If this Agreement is funded by the federal government; therefore, the City agrees to timely comply, without additional cost or expense to County, unless otherwise specified herein, with any statute, rule, regulation, grant, contract provision, subsequent federal guidance or other state or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered or funds provided under the terms of this Agreement.

27. 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. City and County both have a duty to mitigate damages.

28. PREVENTION OF FRAUD AND ABUSE:

City shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving City's employees or agents shall be reported immediately to the County by City. Moreover, City warrants that it is not listed on a local, county, state or federal consolidated list of debarred, suspended and ineligible contractors and grantees. City and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. City shall, upon notice by County, refund expenditures of the City that are contrary to this Agreement and deemed inappropriate by the County.

29. FISCAL FUNDING CLAUSE:

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

30. 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 herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

31. INDEPENDENT CONTRACTOR:

City, including its employees, agents or licensees, is an independent contractor and not an agent, servant, joint enterprise or employee of the County, and is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of services or disbursement of funds covered under this Agreement, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any subcontractor, agent, employee or supplier of the City and the County by virtue of this Agreement.

32. SUBCONTRACTING:

The costs of all subcontracted services are included in the fees distributed herein. Subcontracts entered into by the City will be in writing and subject to all requirements herein. City agrees that it will solely be responsible to County for the performance of this Agreement. City shall pay all subcontractors in a timely manner. County shall have the right to prohibit City from using any subcontractor.

33. PROMPT PAYMENT ACT:

City agrees that a temporary delay in making payments due to the County's accounting and

disbursement procedures shall not place the County in default of this Agreement and shall not render the County liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date. 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.

34. TAX

Dallas County, as a county of the State of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Tex. Loc. Gov't Code § 151.309, and shall therefore not be liable or responsible to the City for the payment of such taxes under this Agreement.

The fees paid to City pursuant to this Agreement are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable effective date of this Agreement and based upon or measured by City's cost in acquiring or providing products and/or services and related materials and supplies furnished or used by City in performing his obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by City.

City accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by City for work performed under the terms of this Agreement.

35. SIGNATORY WARRANTY:

The undersigned signatories for the Parties hereby represent and warrant that they are officers of their respective organizations for which they have executed this Agreement and that they have full and complete authorities to enter into this Agreement on behalf of their respective organizations and that the executions thereof are the acts of the parties involved and have been delivered and constitute legal, valid and binding obligations of the respective Parties.

36. ACCEPTANCES

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

EXECUTED this 1 day of June, 2020.

DALLAS COUNTY:

CITY/ TOWN OF Sachse:

BY: Clay Jenkins
Dallas County Judge

BY: Mike J. Felix, Mayor

Recommended:

BY: Darryl Martin
Dallas County Administrator

***Approved as to Form:**

**JOHN CREUZOT
DISTRICT ATTORNEY**

BY: Randall Miller
Assistant District Attorney
Dallas County DA's Office, Civil Division

*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).

EXHIBIT A

Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
April 22, 2020

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.¹

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost

¹ See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

A cost is “incurred” when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures²

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.³
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

² In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

³ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

**Agenda Item Details**

Meeting	Jun 01, 2020 - City Council Combined Meeting
Category	G. Executive Session
Subject	1. The City Council will 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.
Access	Public
Type	

Public Content**POLICY CONSIDERATIONS**

There are no policy considerations affiliated with this item.

RECOMMENDATION

Conduct Executive Session as appropriate.

**Agenda Item Details**

Meeting	Jun 01, 2020 - City Council Combined Meeting
Category	G. Executive Session
Subject	2. The City Council will 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.
Access	Public
Type	Closed Session

Public Content**RECOMMENDATION**

Conduct Executive Session as appropriate.

**Agenda Item Details**

Meeting	Jun 01, 2020 - City Council Combined Meeting
Category	G. Executive Session
Subject	3. 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.
Access	Public
Type	Discussion, Information

Public Content**BACKGROUND**

Historically, the City Council has conducted a performance review of the City Manager every six months from the date of hire. The annual review of the City Manager was being conducted in June and the mid-year in December. However, the decision was made to change the mid-year review to June and the annual review to December.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Conduct Executive Session as appropriate.