



City of Sachse, Texas

Meeting Agenda

City Council

Monday, April 3, 2017

7:30 PM

Council Chambers

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

The City Council of the City of Sachse will hold a Regular Meeting on Monday, April 3, 2017, at 7:30 p.m. in the Council Chambers at Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas to consider the following items of business:

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

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

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

1. CONSENT AGENDA.

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

[17-3748](#) Approve the minutes of the March 20, 2017 workshop meeting.

Attachments: [03.20.17 Minutes Workshop](#)

[17-3749](#) Approve the minutes of the March 20, 2017 regular meeting.

Attachments: [03.20.17 Minutes](#)

[17-3751](#) Approve a resolution of the City of Sachse, Texas suspending the April 21, 2017, effective date of OnCor Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of Cities served by OnCor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel for the Steering Committee.

Attachments: [Model Staff Report](#)

[List of OCSC Cities Revised](#)

[Cover Memo](#)

[Resolution](#)

[17-3752](#)

Accept the Monthly Revenue and Expenditure Report for the period ending February 28, 2017.

Attachments: [GF 02-28-17](#)

[UF 02-28-17](#)

[DS 02-28-17](#)

[SEDC 02-28-17](#)

[Sales Tax Analysis April 2017](#)

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

3. CITIZEN INPUT.

The public is invited at this time to address the Council. The Mayor will ask you to come to the microphone and state your name and address for the record. If your remarks pertain to a specific agenda item, please hold them until that item, at which time the Mayor may solicit your comments. Time limit is 3 minutes per speaker. The City Council is prohibited by state law from discussing any item not posted on the agenda according to the Texas Open Meetings Act, but may take them under advisement.

4. REGULAR AGENDA ITEMS.

[17-3754](#)

Consider a resolution approving a contract with MetLife for group dental insurance and renewing an agreement with United Health Care and Avesis for group health insurance and benefits for the employees of the City of Sachse.

Attachments: [Presentation](#)

[Resolution](#)

[MetLife Contract](#)

[17-3747](#)

Consider an ordinance amending Chapter 6 titled "Health and Sanitation" by removing Section 6-7 titled "Weeds, Brush, and Objectionable Vegetation" in its entirety and replacing it with a new Section 6-7 titled "Nuisances and Vegetation" setting forth new regulations for nuisances and accumulated vegetation.

Attachments: [Presentation](#)

[Ordinance](#)

[17-3750](#)

Consider an ordinance amending Chapter 9 titled "Traffic Regulations" by amending Section 9-7 titled "Abandoned and Junked Motor Vehicles" by setting forth new regulations.

Attachments: [Presentation](#)

[Ordinance](#)

[17-3753](#)

Consider approval of a Project Specific Agreement by and between the City of Sachse and Dallas County to fund the construction of traffic and pedestrian improvements on Miles Road in front of Sachse High School.

Attachments: [Presentation](#)

[Miles Rd-City of Sachse PSA](#)

[17-3755](#)

Discuss the upcoming Street Maintenance Sales and Use Tax Election.

Attachments: [Presentation](#)[PASER Scoring - February 2017](#)[PASER Street Rating Map](#)**5. ADJOURNMENT.**

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

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

As authorized by Section 551.072(2) of the Texas Government Code, this meeting may be convened into closed Executive Session at any time during the City Council workshop or regular meeting for the purpose of seeking confidential legal advice from the City Attorney on any workshop or regular meeting agenda item listed herein.

Posted: March 31, 2017; 5:00 p.m.

Michelle Lewis Sirianni, City Secretary

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



City of Sachse, Texas

Legislation Details (With Text)

File #: 17-3748 **Version:** 1 **Name:** March 20, 2017 Council workshop minutes.
Type: Agenda Item **Status:** Agenda Ready
File created: 3/23/2017 **In control:** City Council
On agenda: 4/3/2017 **Final action:**
Title: Approve the minutes of the March 20, 2017 workshop meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [03.20.17 Minutes Workshop](#)

Date	Ver.	Action By	Action	Result
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Title
March 20, 2017 workshop minutes.

Background
Minutes of the March 20, 2017 workshop meeting.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Approve the minutes of the March 20, 2017 workshop meeting.

CITY COUNCIL OF THE CITY OF SACHSE
WORKSHOP MEETING MINUTES
MARCH 20, 2017

The City Council of the City of Sachse held a workshop meeting on Monday, March 20, 2017 at 6:30 p.m. at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Mayor Pro Tem Charlie Ross, Council Members Brett Franks, Paul Watkins, Bill Adams, Cullen King, and Jeff Bickerstaff. City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; Community Development Director, Dusty McAfee; Community Services Manager, Mike Green; Parks and Recreation Director, Lance Whitworth; Finance Director, Teresa Savage; Police Chief, Bryan Sylvester, and Fire Chief, Marty Wade.

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

NUISANCE REGULATIONS: Discuss revisions to Chapter 6 (Health & Sanitation), Section 7 (Nuisances & Vegetation) of the Code of Ordinances, and to modify nuisance regulations.

Mrs. Nash introduced this item stating that as staff continues to review and make updates to Code. The nuisance ordinance currently is being reviewed and updated. Staff has made some additions to the ordinance and seeking feedback from Council.

Mr. McAfee provided Council with a summary of the proposed updates to the ordinance including what the state law outlines, they types of nuisances addressed, definitions, notice requirements, abatement and lien process. Mr. McAfee reviewed the definitions of the words ‘junk’, ‘nuisance’, ‘refuse’, and ‘trash and debris’ and how the ordinance works. Staff is seeking feedback on the proposed ordinance.

City Council discussed vehicle storage, bulk trash pickup, how to handle items that may not be directly seen, but reported by complaint, swimming pools that are not being maintained, and large items that are often left at dumpsters.

Mrs. Nash stated that hearing no objections from Council, staff will bring the ordinance back for consideration at their next regular meeting.

ADJOURNMENT: At 6:57 p.m. Mayor Felix adjourned the meeting.

ATTEST:

MIKE J. FELIX, MAYOR

Michelle Lewis Sirianni, City Secretary



City of Sachse, Texas

Legislation Details (With Text)

File #: 17-3749 **Version:** 1 **Name:** March 20, 2017 Council minutes.
Type: Agenda Item **Status:** Agenda Ready
File created: 3/23/2017 **In control:** City Council
On agenda: 4/3/2017 **Final action:**
Title: Approve the minutes of the March 20, 2017 regular meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [03.20.17 Minutes](#)

Date	Ver.	Action By	Action	Result
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Title
March 20, 2017 regular minutes.

Background
Minutes of the March 20, 2017 regular meeting.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Approve the minutes of the March 20, 2017 regular meeting.

CITY COUNCIL OF THE CITY OF SACHSE

MEETING MINUTES

MARCH 20, 2017

The City Council of the City of Sachse held a regular meeting on Monday, March 20, 2017 at 7:30 p.m. in the Council Chambers at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Mayor Pro Tem Charlie Ross, Council Members Brett Franks, Paul Watkins, Bill Adams, Cullen King, and Jeff Bickerstaff. City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; Community Development Director, Dusty McAfee; Community Services Manager, Mike Green; Parks and Recreation Director, Lance Whitworth; Finance Director, Teresa Savage; Economic Development Director, Leslyn Blake; Director of Public Works and Engineering, Greg Peters; Fire Chief, Marty Wade; Police Chief, Bryan Sylvester, and City Attorney, Joe Gorfida.

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

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

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

17-3731 Approve the minutes of the March 6, 2017 workshop meeting.

17-3732 Approve the minutes of the March 6, 2017 regular meeting.

Mayor Pro Tem Ross made a motion to approve items 17-3731 and 17-3732 as submitted. Councilman King seconded that motion and the motion was unanimously approved.

MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS:

Mayor Pro Tem Ross stated on March 28 the Library will be hosting a digital photography class at 6:00 p.m., on Tuesday, April 4 Hudson Middle School will have a robotics demonstration at 6:00 p.m., and on Saturday, April 29 the Perot Tech Truck will be back at the Library at 2:00 p.m.

Mayor Felix stated on Saturday, March 25 the Sachse Baseball Association will hold their annual parade. On Saturday, April 1 the annual Arbor Day Jubilee / Team Up & Clean Up event will take place at City Hall and on Saturday, April 8 the Parks and Recreation Department will hold their annual Easter events including the Easter Egg Scramble, Doggie Bone Hunt, and Flashlight Egg Hunt.

17-3722 Presentation of the Texas Municipal Library Directors Association 2016 Achievement of Excellence Award to the Sachse Public Library.

Mayor Felix presented the excellence award to Mignon Morse, Library Manager.

17-3740 Proclamation recognizing Arbor Day in the City of Sachse as April 1, 2017.

Mayor Felix presented the Arbor Day Proclamation to the Parks and Recreation Department.

17-3741 Proclamation recognizing Keep America Beautiful Great American Cleanup for the City of Sachse on April 1, 2017.

Mayor Felix presented the Keep America Beautiful Proclamation to the Parks and Recreation Department.

Mr. Whitworth commented on the City's upcoming Team Up / Clean Up and H2O Expo event being held on Saturday, April 1.

CITIZENS INPUT:

No comments were made.

REGULAR AGENDA ITEMS:

17-3734 Consider appointments to various City Boards and Commissions.

Mrs. Lewis Sirianni stated that Mr. Tillman and Brown are currently up for reappointment. They both have indicated that they would like to remain on the Board.

Councilman Watkins made a motion to reappoint Bobby Tillman and Edward Brown to the TIF Board. Mayor Pro Tem Ross seconded that motion and the motion was unanimously approved.

17-3735 Conduct second reading and consider an ordinance granting to Atmos Energy Corporation, Mid-Tex Division, a franchise to furnish, transport, and supply gas to the general public in the City of Sachse, Dallas County, Texas for the transporting, delivery, sale, and distribution of gas in, out of, and through said municipality for all purposes; providing for the payment of a fee or charge for the use of public right-of-way; repealing all previous Atmos Energy Gas ordinances; providing that it shall be in lieu of other fees and charges, excepting Ad Valorem Taxes; prescribing the terms, conditions, obligations, and limitations under which such franchise shall be exercised.

Mrs. Nash stated that Council conducted their first reading of the ordinance caption at their March 6 meeting. The Council may now consider approving the ordinance by doing a second reading.

The only change within the agreement is the City is going from annual payments to quarterly payments.

Mayor Felix conducted the second reading.

Mayor Pro Tem Ross made a motion to approve an ordinance granting to Atmos Energy Corporation, Mid-Tex Division, a franchise to furnish, transport, and supply gas to the general public in the City of Sachse, Dallas County, Texas for the transporting, delivery, sale, and distribution of gas in, out of, and through said municipality for all purposes; providing for the payment of a fee or charge for the use of public right-of-way; repealing all previous Atmos Energy Gas ordinances; providing that it shall be in lieu of other fees and charges, excepting Ad Valorem Taxes; prescribing the terms, conditions, obligations, and limitations under which such franchise shall be exercised. Councilman Bickerstaff seconded that motion. The motion passes with a 6-0 vote. Councilman Watkins abstained.

EXECUTIVE SESSION:

At 7:51 p.m., Council recessed into Executive Session to consider the following items of business:

17-3742 The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.071(1)(A) to seek advice from the City Attorney regarding notice of claim filed by Michael Mitchell of the Rad law firm.

17-3739 The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.072: Deliberation of the purchase, sale and license of real property generally located in the mid-west part of the City of Sachse.

17-3738 The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.087: Economic Development to receive quarterly update from EDC Director.

At 9:40 p.m., Council reconvened back into regular session.

No action was taken on item(s) 17-3742, 17-3739, and 17-3738.

ADJOURNMENT:

Mayor Felix adjourned the meeting at 9:41 p.m.

MIKE J FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3751	Version:	1	Name:	Oncor Rate Case
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	3/24/2017	In control:		In control:	City Council
On agenda:	4/3/2017	Final action:		Final action:	
Title:	Approve a resolution of the City of Sachse, Texas suspending the April 21, 2017, effective date of OnCor Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of Cities served by OnCor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel for the Steering Committee.				

Sponsors:

Indexes:

Code sections:

Attachments: [Model Staff Report](#)
[List of OCSC Cities Revised](#)
[Cover Memo](#)
[Resolution](#)

Date	Ver.	Action By	Action	Result
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Title

Oncor Rate Change

Background

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

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

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.**

Policy Considerations

None.

Budgetary Considerations

May change based on outcome of the rate case.

Staff Recommendations

Approve a resolution of the City of Sachse, Texas suspending the April 21, 2017, effective date of OnCor Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of Cities served by OnCor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel for the Steering Committee.

MODEL STAFF REPORT

*****ACTION MUST BE TAKEN TO SUSPEND THE EFFECTIVE DATE ON OR BEFORE APRIL 21, 2017*****

PURPOSE

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

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

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.**

DISCUSSION

The City of _____ is a member of a 156-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

Although Oncor has increased rates many times over the past few years, this is the first comprehensive base rate case for the Company since January, 2011.

Explanation of "Be It Resolved" Paragraphs:

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as "the maximum period allowed by law" rather than ending by a specific date. This is because the Company controls the effective date and can extend the

deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on Oncor's request to raise rates by April 21, 2017.

Section 2. This provision authorizes the Steering Committee, consistent with the City's resolution approving membership in the Steering Committee, to act on behalf of the City at the local level in settlement discussions, in preparation of a rate ordinance, on appeal of the rate ordinance to the PUC, and on appeal to the Courts. Negotiating clout and efficiency are enhanced by the City cooperating with the Steering Committee in a common review and common purpose. Additionally, rate case expenses are minimized when the Steering Committee hires one set of attorneys and experts who work under the guidance and control of the Executive Committee of the Steering Committee.

Section 3. The Company will reimburse the Steering Committee for its reasonable rate case expenses. Legal counsel and consultants approved by the Executive Committee of the Steering Committee will submit monthly invoices that will be forwarded to Oncor for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 5. This section provides that both Oncor and Steering Committee counsel will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

STEERING COMMITTEE CITIES SERVED BY ONCOR (Total 156)

Addison	Fate	Oak Leaf
Allen	Flower Mound	Oak Point
Alvarado	Forest Hill	Odessa
Andrews	Fort Worth	O'Donnell
Anna	Frisco	Ovilla
Archer City	Frost	Palestine
Argyle	Gainesville	Pantego
Arlington	Garland	Paris
Azle	Glenn Heights	Plano
Bedford	Grand Prairie	Pottsboro
Bellmead	Granger	Prosper
Belton	Grapevine	Ranger
Benbrook	Haltom City	Rhome
Beverly Hills	Harker Heights	Richardson
Big Spring	Haslet	Richland
Breckenridge	Heath	Richland Hills
Bridgeport	Henrietta	River Oaks
Brownwood	Hewitt	Roanoke
Buffalo	Highland Park	Robinson
Burkburnett	Honey Grove	Rockwall
Burleson	Howe	Rosser
Caddo Mills	Hurst	Rowlett
Cameron	Hutto	Sachse
Canton	Iowa Park	Saginaw
Carrollton	Irving	Sansom Park
Cedar Hill	Jolly	Seagoville
Celina	Josephine	Sherman
Centerville	Justin	Snyder
Cleburne	Kaufman	Southlake
Coahoma	Keller	Springtown
Colleyville	Kennedale	Stephenville
Collinsville	Kerens	Sulphur Springs
Colorado City	Killeen	Sunnyvale
Comanche	Krum	Sweetwater
Commerce	Lake Worth	Temple
Coppell	Lakeside	Terrell
Copperas Cove	Lamesa	The Colony
Corinth	Lancaster	Trophy Club
Crowley	Lewisville	Tyler
Dallas	Lindale	University Park
Dalworthington Gardens	Little Elm	Venus
DeLeon	Little River Academy	Waco
De Soto	Malakoff	Watauga
Denison	Mansfield	Waxahachie
Duncanville	McKinney	Westover Hills
Early	Mesquite	White Settlement
Eastland	Midland	Wichita Falls
Edgecliff Village	Midlothian	Willow Park
Ennis	Murchison	Woodway
Euless	Murphy	Wylie
Everman	New Chapel Hill	
Fairview	North Richland Hills	
Farmers Branch	Northlake	

Mr. Brocato's Direct Line: (512) 322-5857
Email: tbrocato@lglawfirm.com

MEMORANDUM

TO: Steering Committee of Cities Served by Oncor Members
FROM: Geoffrey Gay
Thomas Brocato *T.B.*
DATE: March 17, 2017
RE: Oncor Electric Delivery Company's Statement of Intent to Increase Rates
Suspension Packet

ACTION REQUIRED TO SUSPEND THE EFFECTIVE DATE BY APRIL 21, 2017

Earlier today, Oncor filed a Statement of Intent to Increase Rates with all cities in its service area that retain original jurisdiction. The Company is seeking to increase rates by approximately \$317 million over rates currently in place, or approximately 7.5% over present revenues. Residential customers would see an 11.8% increase in rates. If approved, a residential customer using 1000 kWh per month would see a bill increase of about \$6.68 per month. Additionally, the Company proposes to increase street lighting rates by 0.5%.

The rate increase requested by Oncor will become effective on April 21, 2017, unless the city takes action to suspend the effective date. The statute permits cities to extend the effective date by up to 90 days in order to study the filing. **The city must take action to suspend the effective date by April 21, 2017.** If your city does not have a regular council meeting scheduled before April 21st or is otherwise unable to take action on the suspension resolution by April 21st, please contact me as soon as possible.

Attached to this memo is a model suspension resolution and staff report. In the past, Oncor local managers have provided cities with a model denial resolution and may recommend that the city immediately deny the rate request. If this occurs, we do not recommend that you deny the request at this time. Suspending the effective date allows cities more time to review the application and decide on the final action, including settlement or denial of Oncor's requested rate increase.

The Steering Committee of Cities Served by Oncor will hold a conference call of all Steering Committee members later this month to discuss Oncor's rate request. During the call there will also be an opportunity for Steering Committee members to discuss strategy with Steering Committee consultants and attorneys.

If you have any questions, please feel free to contact Thomas (512/322-5857, tbrocato@lglawfirm.com).

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF SACHSE, TEXAS SUSPENDING THE APRIL 21, 2017, EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE.

WHEREAS, on or about March 17, 2017, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Sachse a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective April 21, 2017; and

WHEREAS, the City of Sachse is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 156 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

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

SECTION 1. That the April 21, 2017 effective date of the rate request submitted by Oncor on or about March 17, 2017, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2. As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

SECTION 3. That the City's reasonable rate case expenses shall be reimbursed by Oncor.

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

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

PASSED AND APPROVED this 3rd day of April, 2017.

APPROVED:

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary



City of Sachse, Texas

Legislation Details (With Text)

File #: 17-3752 **Version:** 1 **Name:** Monthly Budget April 2017
Type: Agenda Item **Status:** Agenda Ready
File created: 3/27/2017 **In control:** City Council
On agenda: 4/3/2017 **Final action:**
Title: Accept the Monthly Revenue and Expenditure Report for the period ending February 28, 2017.
Sponsors:
Indexes:
Code sections:
Attachments: [GF 02-28-17](#)
[UF 02-28-17](#)
[DS 02-28-17](#)
[SEDC 02-28-17](#)
[Sales Tax Analysis April 2017](#)

Date	Ver.	Action By	Action	Result
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Title

Monthly Revenue and Expenditure Report for the period ending February 28, 2017.

Background

The Finance Department prepares a report each month to update the City Council regarding revenues and expenditures for the City. Included in the report are unaudited summaries for the General Fund, Utility Fund, Debt Service Fund, and Sachse Economic Development Corporation for the period ended February 28, 2017, and an analysis of year-to-date sales tax receipts compared to prior year.

Policy Considerations

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

Staff Recommendations

Accept the Monthly Revenue and Expenditure Report for the period ending February 28, 2017.

City of Sachse
Monthly Revenue and Expenditure Report
February 28, 2017
(Unaudited)

GENERAL FUND

42% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 42%
Revenue Summary					
Property Tax	\$ 10,076,929	\$ 931,870	\$ 10,174,038	100.96%	A
Sales Tax	1,417,851	160,056	672,217	47.41%	
Franchise Fees	1,690,233	139,098	746,596	44.17%	
Licenses and Permits	757,000	54,753	282,832	37.36%	
Service Fees	721,500	84,784	342,220	47.43%	
Fines	280,000	26,719	106,416	38.01%	
Interest Income	12,000	4,639	16,407	136.72%	
Miscellaneous Income	350,946	50,873	139,839	39.85%	
Intergovernmental Revenue	1,024,611	85,384	426,921	41.67%	
Total Revenue	\$ 16,331,070	\$ 1,538,175	\$ 12,907,485	79.04%	
Expenditure Summary					
City Manager	\$ 383,103	\$ 26,235	\$ 128,292	33.49%	
City Secretary	148,553	14,597	67,308	45.31%	
Human Resources	337,607	24,306	119,664	35.44%	
Finance	548,026	31,639	245,180	44.74%	
Municipal Court	217,130	16,051	81,370	37.48%	
Parks & Recreation	1,164,914	85,060	419,963	36.05%	
Senior Programs	150,433	11,918	53,807	35.77%	
Library Services	458,091	34,778	186,522	40.72%	
Community Development	844,546	60,032	351,694	41.64%	
Streets & Drainage	1,691,786	110,697	454,082	26.84%	
Facilities Maintenance	538,068	54,493	212,579	39.51%	
Police	4,811,657	348,470	2,024,288	42.07%	
Animal Control	210,614	21,471	99,039	47.02%	
Fire/EMS	3,740,453	243,756	1,500,778	40.12%	
Combined Services	381,203	13,896	220,262	57.78%	B
City Engineer	239,302	24,034	128,227	53.58%	
Information Technology	385,183	65,049	182,750	47.44%	C
Total Expenditures	\$ 16,250,669	\$ 1,186,482	\$ 6,475,803	39.85%	
Total Revenue Over/Under Expenses	\$ 80,401	\$ 351,693	\$ 6,431,682		

Explanation of Major Variances:

- A** Property Tax receipts peak in December and January
- B** Total annual property and liability premium paid in October
- C** New department for FY2017

City of Sachse
Monthly Revenue and Expenditure Report
February 28, 2017
(Unaudited)

UTILITY FUND

42% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 42%
Revenue Summary					
Water Revenue	\$ 5,602,656	\$ 434,854	\$ 2,323,301	41.47%	
Sewer Revenue	4,355,842	370,190	1,822,685	41.84%	
Fees	158,500	16,551	83,485	52.67%	
Interest Income	1,500	743	7,420	494.64%	
Transfer In-Debt Service					
Miscellaneous Income	-	12,136	13,969		
Total Revenue	\$ 10,118,498	\$ 834,474	\$ 4,250,860	42.01%	
Expenditure Summary					
Utility Administration	\$ 360,973	\$ 18,360	\$ 128,311	35.55%	
Water Operations	7,043,677	539,039	1,910,563	27.12%	
Sewer Operations	3,737,513	219,152	1,239,675	33.17%	
Meter Reading	576,755	149,340	216,785	37.59%	
Total Expenditures	\$ 11,718,918	\$ 925,891	\$ 3,495,334	29.83%	
Total Revenue Over/Under Expenses	\$ (1,600,420)	\$ (91,417)	\$ 755,526		

Explanation of Major Variances:

Monthly Revenue and Expenditure Report
February 28, 2017
(Unaudited)

DEBT SERVICE FUND

42% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 42%
Revenue Summary					
Property Tax	\$ 3,522,138	\$ 323,883	\$ 3,534,740	100.36%	
Interest Income	1,000	(924)	59	5.90%	
Miscellaneous Receipts		-	4,073		
Total Revenue	\$ 3,523,138	\$ 322,959	\$ 3,538,872	100.45%	
Expenditure Summary					
Fees	\$ 3,500	\$ 806	\$ 806	23.04%	
Principal	2,325,000	2,325,000	2,325,000	100.00%	A
Interest	1,180,897	599,224	599,224	50.74%	A
Transfer Out	1,202,427	-	1,202,427	100.00%	B
Total Expenditures	\$ 4,711,824	\$ 2,925,030	\$ 4,127,457	\$ 3	
Total Revenue Over/Under Expenses	\$ (1,188,686)	\$ (2,602,071)	\$ (588,585)		

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

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

City of Sachse
Monthly Revenue and Expenditure Report
February 28, 2017
(Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

42% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 42%
Revenue Summary					
Sales Tax	\$ 691,944	\$ 84,551	\$ 332,412	48.04%	
Other Income	\$ -	\$ -	\$ 502,845		A
Interest Income	3,000	(535)	885	29.52%	
Total Revenue	\$ 694,944	\$ 84,017	\$ 836,142	120.32%	
Expenditure Summary					
Expenditures	688,809	20,764	114,170	16.57%	
Total Expenditures	\$ 688,809	\$ 20,764	\$ 114,170	16.57%	
Total Revenue Over/Under Expenses	\$ 6,135	\$ 63,253	\$ 721,973		

Explanation of Major Variances:

A Proceeds from sale of land

CITY OF SACHSE

2016/2017 SALES TAX ANALYSIS

FY 2016	Total Sales Tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget	FY 2017	Total Sales Tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget
October	156,703	89,540	89,540	7.34%	October	204,011	116,572	116,572	9.56%
November	223,828	127,895	217,435	17.83%	November	269,073	153,748	270,320	19.53%
December	162,793	93,020	310,455	25.46%	December	195,780	111,868	382,188	27.62%
January	198,309	113,314	423,769	34.75%	January	198,694	113,534	495,722	35.82%
February	278,265	159,001	582,769	47.79%	February	295,944	169,102	664,824	48.04%
March	168,935	96,530	679,299	55.70%	March	202,397	115,649	780,473	56.40%
April	165,486	94,559	773,858	63.46%	April				
May	269,268	153,860	927,718	76.07%	May				
June	190,617	108,919	1,036,636	85.00%	June				
July	189,206	108,113	1,144,749	93.87%	July				
August	265,824	151,892	1,296,641	106.32%	August				
September	196,876	112,495	1,409,136	115.55%	September				
TOTAL	2,466,111	1,409,136			TOTAL	1,365,899	780,473		
BUDGET		1,219,518			BUDGET		1,383,888		



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3754	Version:	1	Name:	2017-2018 Benefits Renewal
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	3/28/2017	In control:		In control:	City Council
On agenda:	4/3/2017	Final action:		Final action:	
Title:	Consider a resolution approving a contract with MetLife for group dental insurance and renewing an agreement with United Health Care and Avesis for group health insurance and benefits for the employees of the City of Sachse.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Presentation Resolution MetLife Contract				

Date	Ver.	Action By	Action	Result
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Title

Group Health, Vision and Dental Insurance/Benefits Renewals.

Background

Healthcare

The City currently maintains a fully-insured benefit offering through United Health Care. The City offers employees a triple plan option:

High Deductible HSA (EPO Network)

\$5,000 individual/\$10,000 family deductible then plan pays 100%

OOP \$5,000 individual/\$10,000 family

Core PPO (EPO Network)

\$5,000 individual/\$10,000 family deductible

OOP \$6,350 individual/\$12,700 family

High PPO - Buy Up Plan (EPO Network)

\$3,000 individual/\$9,000 family deductible

OOP \$6,350 individual/\$12,700 family

Medical

- UHC's initial increase was +18% due to the City's loss ratio at 90% (YTD) and the plan being in its first renewal cycle. Multiple large claimants (10K to 50K) and heavy outpatient utilization

has contributed to the loss ratio. It is important to note that YTD loss ratio is not inclusive of projected Incurred But Not Reported Claims (IBNR) with BCBS. The loss ratio is over 100% with IBNR included.

- Through negotiations, IPS was able to reduce the overall increase to +14% with current benefit designs in place. IPS evaluated alternative plan design changes including Deductibles, Out of Pocket Maximums, and Copays for potential savings, however the plan of benefits fall in line with like entities.
- Due to low utilization in the Buy-Up option (4% of work force), it is recommended to discontinue this plan option for 2017-2018. By eliminating this plan option and moving those employees into more cost effective options, the overall medical increase will be reduced to +13%.
- Because of the plan changes made last year, which included the incorporation of narrow network plans, **IPS and staff recommend to contract with UHC**. Furthermore, this will cause less disruption to employees due to not changing medical vendors for a second straight year.
- For 2017-2018 the City will require all employees that are eligible for health insurance to be in attendance at Open Enrollment meetings. This year the City will focus more on education of benefits and Health Savings Accounts (HSA's). To increase HSA population, IPS has put together a HSA presentation to speak on the benefits of moving to this plan option and examples of how HSA's benefit employees.
- In addition, to migrate employees from the Core to the HSA plan, the City is considering implementing a \$10 monthly premium to the Employee Only Cost in 2018-2019. IPS and the City believe this premium differential will guide more employees into the HSA plan which is the most cost effective plan option.

Dental

- United Healthcare presented a +20.9%, or \$15,799 increase to current benefits for the 2017-2018 plan year with a 1 year rate guarantee. Due to unfavorable claims experience for the last 2 plan years (+100% loss ratio), UHC was not able to reduce their best and final offer. Claims were driven by high orthodontia and major service utilization.
- **Changing Dental carriers to MetLife is recommended for the 2017-2018 plan year** with a +5.7%, or \$4,311 increase to benefits with a 1 year rate guarantee. MetLife was able to closely match benefits and provides a comparable network in what's in place today. MetLife provided a 9% rate cap for year two for their Best and Final Offer.

Vision

- Avesis presented a rate pass which was reduced during the best and final phase to a -3%, or \$354 reduction to employee spend with a 3 year rate guarantee.
- IPS evaluated quotes from the market, however benefit changes and accessibility to current providers posed challenges. **IPS recommends renewing with Avesis for the 2017-2018 plan year.**

Employee Assistance Program

- IPS released a RFP on an EAP for 2017-2018. The City has a telephonic EAP through Dearborn National, however it was requested to review stand alone EAP Providers who provide more engagement with employees.

- EAP's provide assistance with financial issues, stress at home or in the workplace, legal issues, and alcohol and substance abuse.
- Due to budgeting, the City will not look to implement a standalone EAP program until the FY 2017-18 budget and will review proposals in the upcoming months.

Additional Lines of Coverage

- Basic Life/ Voluntary Life / LTD

The Basic Life/ Voluntary Life & Accidental Death & Dismemberment/Long Term Disability Insurance is in a rate guarantee with Dearborn National until 5/1/2018.

- COBRA

IPS provides the City with COBRA administration per our consulting agreement. This provides the City over \$2,500 in savings.

- Medical Concierge

Compass Professional Services is in a current rate guarantee until 12/1/2017.

- Teledoc

No changes are recommended to this benefit at this time. Currently the City pays \$5,200 annually for employees to have access to telamedicine at a \$0 Copay.

Policy Considerations

N/A

Budgetary Considerations

Budgetary increases were expected as part of the renewal process and are less than originally anticipated. These additional costs will be included in the current and FY 17/18 budget.

Staff Recommendations

Approve a resolution excuting a contract with MetLife for dental insurance and renewing an agreement with United Health Care and Avesis for group health insurance and benefits and vision insurance.

Where Experience and
Independence Matter

Corporate Benefits Consulting
Insurance Planning Services
Retirement Plan Consulting



RFP and Renewal Recommendations



April 3, 2017



2017 UHC Claims vs Premium Report

Date	Total	Medical	Rx	Total Cost	Premium	Loss Ratio
May-15	123	\$27,378	\$12,446	\$39,824	\$72,656	54.8%
Jun-15	122	\$38,079	\$8,914	\$46,993	\$73,108	64.3%
Jul-15	123	\$21,996	\$11,739	\$33,735	\$74,028	45.6%
Aug-15	120	\$44,012	\$10,322	\$54,334	\$74,882	72.6%
Sep-15	121	\$203,686	\$11,109	\$214,795	\$74,076	290.0%
Oct-15	119	\$119,149	\$12,565	\$131,714	\$74,519	176.8%
Nov-15	119	\$38,724	\$10,068	\$48,792	\$75,757	64.4%
Dec-15	122	\$49,771	\$18,321	\$68,092	\$76,141	89.4%
Jan-16	124	\$83,988	\$10,276	\$94,264	\$79,427	118.7%
Feb-16	123	\$91,672	\$7,145	\$98,817	\$81,021	122.0%
Mar-16	123	\$55,161	\$12,353	\$67,514	\$80,742	83.6%
Apr-16	125	\$18,519	\$13,730	\$32,249	\$81,517	39.6%
Plan Year Total	122	\$792,135	\$138,988	\$931,123	\$917,874	101.4%
May-16	124	\$76,593	\$5,807	\$82,400	\$83,776	98.4%
Jun-16	124	\$75,504	\$8,875	\$84,379	\$83,226	101.4%
Jul-16	127	\$38,877	\$9,013	\$47,890	\$84,053	57.0%
Aug-16	124	\$75,598	\$26,671	\$102,269	\$84,592	120.9%
Sep-16	126	\$42,697	\$23,929	\$66,626	\$85,025	78.4%
Oct-16	127	\$45,814	\$10,436	\$56,250	\$85,554	65.7%
Nov-16	131	\$34,360	\$7,803	\$42,163	\$87,873	48.0%
Dec-16	131	\$101,289	\$29,250	\$130,539	\$88,580	147.4%
Plan Year (YTD)	127	\$490,732	\$121,784	\$612,516	\$682,679	90%

*Loss Ratio Last Twelve Months – 91%

Overview

Background

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Vendor List

Dental

United Health Care - Incumbent-Presented
MetLife - Presented
Humana - Presented
Renaissance - Quoted/Not Competitive
United Concordia - Quoted/Not Competitive
TruAssure - Quoted/Not Competitive
UNUM - Quoted/Not Competitive
Aetna - Quoted/Not Competitive
Cigna - Quoted/Not Competitive
Delta Dental - Declined
Lincoln Financial - Declined
Sun Life - Declined

Vision

Avesis - Incumbent-Presented
Humana - Presented
UNUM - Quoted/Not Competitive
Cigna - Quoted/Not Competitive
Aetna - Quoted/Not Competitive
Renaissance - Quoted/Not Competitive
TruAssure - Quoted/Not Competitive
Davis Vision - Declined
Superior Vision - Declined
VSP - Declined

Overview & Recommendations

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 - > No changes are recommended to this benefit at this time. Currently the City pays \$5,200 annually for employees to have access to telamedicine at a \$0 Copay.

Employee Only Rate Difference

Medical	UHC	UHC	UHC	UHC
	EPO - Core Plan	EPO HSA	EPO - Core Plan	EPO HSA
	Current	Current	Alternative Option	Alternative Option
Employee Only	\$429.46	\$361.58	\$489.58	\$412.20

United HealthCare – Recommended Dental Rates

DENTAL BENEFITS	United Healthcare - PPO	United Healthcare - DHMO		Metlife-PPO	\$ Change from Current (Monthly)	Metlife-DHMO	\$ Change from Current (Monthly)
FINANCIALS	Current	Current		Proposed		Proposed	
Employee Only	\$29.03	\$10.61		\$31.61	\$2.58	\$9.80	-\$0.81
Employee & Spouse	\$58.06	\$19.83		\$64.30	\$6.24	\$18.63	-\$1.20
Employee & Child(ren)	\$65.03	\$18.02		\$70.80	\$5.77	\$19.61	\$1.59
Employee & Family	\$98.85	\$25.87		\$107.62	\$8.77	\$30.39	\$4.52



CORPORATE BENEFITS CONSULTING
INSURANCE PLANNING SERVICES
RETIREMENT PLAN CONSULTING
DALLAS - AUSTIN - HOUSTON

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SACHSE, TEXAS, APPROVING THE ACCEPTANCE OF THE BID PROPOSAL SUBMITTED BY METLIFE FOR THE PURPOSE OF PROVIDING GROUP DENTAL INSURANCE BENEFITS FOR EMPLOYEES OF THE CITY OF SACHSE; RENEWING AN AGREEMENT WITH UNITED HEALTH CARE FOR GROUP HEALTH INSURANCE AND BENEFITS FOR EMPLOYEES OF THE CITY OF SACHSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sachse provides group health insurance as a benefit for City employees; and

WHEREAS, the City of Sachse has received bids and information from various insurance underwriters, and

WHEREAS, staff has reviewed the bids and information provided and is of the opinion that United Healthcare has the best overall bid for medical and MetLife for dental insurance.

WHEREAS, upon full review and consideration of the bid for medical insurance benefits from United Healthcare, dental insurance benefits from MetLife, Avesis for vision insurance, and all matters related thereto, the City Council is of the opinion and finds that the bids should be accepted, and that the City Manager should be authorized to renew existing agreement with United Health Care and execute a new contract with MetLife, and all related documents thereto, on behalf of the City of Sachse, Texas;

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

SECTION 1. That the City Council hereby authorizes the City Manager to execute an agreement, and all documents related thereto, with MetLife to provide group dental insurance to the employees of the City of Sachse.

SECTION 2. That the City Council hereby authorizes the City Manager to renew agreement, and any documents related thereto with United Health Care to continue providing group health insurance and benefits to the employees of the City of Sachse.

SECTION 3. That this ordinance shall take effect immediately from and after its passage, and publication of the caption, as the law and charter in such cases provide.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas on the 3rd day of April, 2017.

APPROVED:

Mike J. Felix, Mayor

DULY ENROLLED:

Michelle Lewis Sirianni, City Secretary

Group customer data form

Use this form to provide the information necessary for MetLife to implement your new benefits only if you prefer to use paper and provide a wet signature. Otherwise, please provide the information on the Global Sales Platform website and complete the eSignature.

Things to know before you begin

- You must provide your full legal company name on all signed pages.
- The person signing this form must be a legally authorized representative of your company



You MUST complete and sign all applications and agreements included in this package in order for MetLife to implement your benefits.

CUSTOMER/CONTACT INFORMATION - Page 1

Please ensure the customer's Legal Name is correct, including all necessary capitalization, punctuation and company designations such as Inc., LLC, PLLC, Corp, dba, etc. on all pages of this form.

Legal name * City of Sachse	Customer number 5944073
Doing business as (customer name) City of Sachse	Federal Tax ID # *
Effective date * (mm/dd/yyyy) 05/01/2017	Number of eligible employees * 140

Customer/Organization type (select one) *

- | | | |
|--|---|--|
| ☐ Association | ☐ Labor union | ☐ Trust – MetLife Multiple Employer: DC |
| ☒ Employer | ☐ Trust - Policyholder | ☐ Trust – MetLife Multiple Employer: NY |
| ☐ Government group | | ☐ Trust – MetLife Multiple Employer: PA |
| | | ☐ Trust – MetLife Multiple Employer: TX Educators |

Situs state TX	SIC code 9111	SIC description Executive Offices
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Headquarters address

Address 1 * 3815 Sachse Road, Building B	Address 2 City Secretary	
Address 3	Address 4	
City * SACHSE	State * TX	Zip * 75048

Is your mailing address the same as the headquarters address? * (Please note that PO Boxes are not acceptable for billing or correspondence) ☒ Yes ☐ No

If you answered "Yes", skip to Executive contact section.

CUSTOMER/CONTACT INFORMATION - Page 2

Mailing address (Billing information and all correspondence with the exception of renewal letters and certificates will be mailed to this address)

Customer name *

Address 1 *	Address 2	
Address 3	Address 4	
City *	State *	Zip *

Executive contact (Person who has business authorization to act on behalf of customer)

First name *	Last name *	MetLink access? * ☒ Yes ☐ No
Brooke	Youngblood	
Title *	Email address *	
Human Resources Generalist	byoungblood@cityofsachse.com	
Phone number *	Ext	Fax number
469-429-4799		469-429-4795

Is your Primary contact / Benefit administrator the same as the Executive contact? * ☐ Yes ☒ No

If you answered "Yes", skip to "BILLING INFORMATION"

Primary contact / benefit administrator

First name *	Last name *	MetLink access? * ☐ Yes ☐ No
Title *		Email address *
Phone number *	Ext	Fax number

BILLING INFORMATION - Page 1

Premium payment frequency (select one) *

☒ Monthly ☐ Quarterly ☐ Annually ☐ Other _____

Primary location

☒ Same as headquarters address? * ☐ Same as mailing address? * ☐ TPA billed? *

Is the Billing Contact the same as the Primary Contact/Benefit Administrator? * ☒ Yes ☐ No

If you answered "No", please complete the following:

Billing Contact First name *

Brooke

Billing Contact Last name *

Youngblood

Email address *

byoungblood@cityofsachse.com

MetLink Access? *

☐ Yes ☐ No

Phone number *

469-429-4799

Ext

Fax number

469-429-4795

If TPA Billed, fill out the following section, otherwise skip to next section.

TPA Company Name*

Address 1 *

Address 2

Address 3

Address 4

City *

State *

Zip *

Will the TPA be remitting payment? * ☐ Yes ☒ No

If you answered "Yes", please complete the Confirmation and Agreement Form which can be found at:

<https://eforms.metlife.com/wcm8/OIDAAction.do?OID=4558>. When a group has entered into an agreement with a Facilitator (Broker or Third Party Administrator) and the Facilitator agrees to collect and remit premium payment to MetLife, a Confirmation and Agreement (C&A) form must be signed and returned to MetLife.

Billing type * ☐ Self-administered premium ☒ List billed

If you selected "List Billed", please complete the following:

Payroll deduction date (mm/dd/yyyy) 04/07/2017

Payroll deduction frequency (select one)

☐ Annually

☐ Semi-Annually (twice a year)

☐ Quarterly

☐ Monthly

☐ Semi-Monthly (twice a month)

☒ Bi-Weekly (every two weeks)

☐ Weekly

BILLING INFORMATION - Page 2

Do you require departmental billing? * (*Option to produce one bill with employees subtotaled by Location/Department*) ☐ Yes ☒ No

If you selected "Yes", please complete the following for each department (*use an additional sheet of paper if necessary*)

Location/Department name	Department code to be displayed on bill (<i>max of 8 digits</i>)

ADDITIONAL LOCATIONS - Page 1

Do you have employees who are actively at work and are eligible for coverage at additional locations (other than the HQ address)? * ☐ Yes ☒ No

If you selected "Yes", please complete a copy of this page for each of those locations. (Please do not re - enter the Headquarters Address)

Legal name *

Federal Tax ID # *

Company name *

Location type (select one) * ☐ Subsidiary ☐ Affiliate ☐ Additional location

Address 1 *

Address 2

Address 3

Address 4

City *

State *

Zip *

Is the Primary Contact/Benefit Administrator for this location the same as the Primary Contact/BA at the HQ location? ☐ Yes ☐ No

If you selected "No", please complete the following Primary Contact/Benefit Administrator details:

Contact First Name *

Contact Last Name *

Email address *

MetLink access? * ☐ Yes ☐ No

Phone number *

Ext

Fax number

Is this individual's address the same as the physical location address? * ☐ Yes ☐ No

If you answered "No", please complete the following:

Address 1 *

Address 2

Address 3

Address 4

City *

State *

Zip *

ADDITIONAL LOCATIONS - Page 2

Does this location require a separate bill? * ☐ Yes ☐ No

If you selected "Yes", please complete the following information, otherwise skip to "ADDITIONAL CUSTOMER DETAILS":

Billing contact first name *

Billing contact last name *

Email address *

MetLink access? * ☐ Yes ☐ No

Phone number *

Ext

Fax number

Is this location's billing address the same as the physical location address? * ☐ Yes ☐ No

If you selected "Yes", skip to "Billing type", otherwise please complete the following:

Address 1 *

Address 2

Address 3

Address 4

City *

State *

Zip *

Billing type * ☐ Self-administered premium ☐ List billed

If you selected "List billed", please complete the following:

Do you require departmental billing? * *(Option to produce one bill with employees subtotaled by location/Department)* ☐ Yes ☐ No

If you selected "Yes", please complete the following for each Department *(use an additional sheet of paper if necessary)*

Location/Department name

Department code to be displayed
on bill *(max of 8 digits)*

ADDITIONAL LOCATIONS - Page 3

Legal name *

Federal Tax ID # *

Company name *

Location type (select one) * ☐ Subsidiary ☐ Affiliate ☐ Additional location

Address 1 *

Address 2

Address 3

Address 4

City *

State *

Zip *

Is the Primary Contact/Benefit Administrator for this location the same as the Primary Contact/BA at the HQ location? ☐ Yes ☐ No

If you selected "No", please complete the following Primary Contact/Benefit Administrator details:

Contact First Name *

Contact Last Name *

Email address *

MetLink access? * ☐ Yes ☐ No

Phone number *

Ext

Fax number

Is this individual's address the same as the physical location address? * ☐ Yes ☐ No

If you answered "No", please complete the following:

Address 1 *

Address 2

Address 3

Address 4

City *

State *

Zip *

ADDITIONAL LOCATIONS - Page 4

Does this location require a separate bill? * ☐ Yes ☐ No

If you selected "Yes", please complete the following information, otherwise skip to "ADDITIONAL CUSTOMER DETAILS" :

Billing contact first name *		Billing contact last name *
Email address *		MetLink access? * ☐ Yes ☐ No
Phone number *	Ext	Fax number

Is this location's billing address the same as the physical location address? * ☐ Yes ☐ No

If you selected "Yes", skip to "Billing type", otherwise please complete the following :

Address 1 *		Address 2
Address 3		Address 4
City *	State *	Zip *

Billing type * ☐ Self-administered premium ☐ List billed

If you selected "List billed", please complete the following:

Do you require departmental billing? * (Option to produce one bill with employees subtotaled by location/Department) ☐ Yes ☐ No

If you selected "Yes", please complete the following for each Department (use an additional sheet of paper if necessary)

Location/Department name	Department code to be displayed on bill (max of 8 digits)
--------------------------	---

ADDITIONAL CUSTOMER DETAILS - Page 1

Will you be sending an ongoing electronic enrollment / eligibility file? * ☐ Yes ☐ No

Note: This is a separate ongoing file that does not refer to your initial electronic census.

Customer file refers to a process where electronic eligibility files are submitted from a group's enrollment vendor to MetLife. This process may also be referred to as electronic eligibility, group tape or EDI (*electronic data interface*).

If you selected "Yes", please complete the following:

Enrollment Vendor Name *

Contact first name *

Contact last name *

Phone number *

Ext

Email address *

Is or will your policy be covered under section 125? * ☐ Yes ☐ No

Additional MetLink users

MetLink is our on-line administrative system. Designed to make benefits administration easier, MetLink provides convenient access to MetLife's systems – enabling you to efficiently add or modify employee information and look up dental or disability claim status. You can also view your current bill on-line, look up billing history and run a listing of employees that can be reviewed on-line or downloaded into a spreadsheet.

Note: These features are only available with the List Billing option.

For additional information please visit our website at:

<http://www.metlifeeasier.com/smallmarketnews/tutorial/start.htm>

Please note: MetLife dental customers must comply with all HIPAA requirements as well as become certified with MetLife in order to obtain access to the Dental Claim Inquiry feature of MetLink/MyBenefits.

Do you wish for your broker to have MetLink access for your group? * ☒ Yes ☐ No

Do you wish to provide MetLink access to additional users? * ☒ Yes ☐ No

If you answered "Yes", please complete the following for each additional user (*use an additional sheet of paper if necessary*)

First name *	Last name *	MetLink user type
Brooke	Youngblood	Executive

Current MetLink Access (Y/N)?	Current MetLink ID	Current MetLink email address
☐ Yes ☒ No		

First name *	Last name *	MetLink user type

Current MetLink Access (Y/N)?	Current MetLink ID	Current MetLink email address
☐ Yes ☐ No		

ADDITIONAL CUSTOMER DETAILS - Page 2

First name *	Last name *	MetLink user type
Current MetLink Access (Y/N)? ☐ Yes ☐ No	Current MetLink ID	Current MetLink email address
First name *	Last name *	MetLink user type
Current MetLink Access (Y/N)? ☐ Yes ☐ No	Current MetLink ID	Current MetLink email address
First name *	Last name *	MetLink user type
Current MetLink Access (Y/N)? ☐ Yes ☐ No	Current MetLink ID	Current MetLink email address

Paper bill suppression / support the MetLife "Go Green" initiative

As a MetLink user would you like to stop paper bill generations? * ☒ Yes ☐ No **Go Green Go Paperless!**

*MetLink allows online access to your billing statement and provides you capabilities to make updates as needed.
If you go paperless, you must access MetLink to review your billing statements.*

Domestic Partner Coverage

Note: State requirements may determine Domestic Partner eligibility for certain products.

Are Domestic Partners to be included as eligible dependents? * ☒ Yes ☐ No

If you selected "Yes", please answer the following:

Do you want to designate your Domestic Partner eligibility at a group or product level? * ☐ Group ☐ Product

If you answered "Group", please complete the following, otherwise skip to the Special Instructions / Comments section.

Does Domestic Partner eligibility include both same and opposite sex partners (standard option)? * ☐ Yes ☐ No

If "No", and Domestic Partner definition and/or eligibility is non-standard, please describe:

ADDITIONAL CUSTOMER DETAILS - Page 3

Special instructions / comments

Please add any additional information/ instructions here:

PRODUCER INFORMATION - Page 1

If commissions are being split between more than one Writing Producer, please complete a copy of the PRODUCER INFORMATION section (both pages) for each Writing Producer.

Primary Producer? * ☒ Yes ☐ No

First name *

BRENT

Middle initial

Last name *

WEEGAR

Address 1 *

10000 N CENTRAL EXPY STE 1100

Address 2

Address 3

Address 4

City *

DALLAS

State *

TX

Zip

75231-2313

Phone number *

Ext

Fax number

Email address *

bweegar@ipsadvisors.com

Does this Producer want MetLink access for this Group? ☐ Yes ☐ No

If you answered "Yes", please complete the following:

Does this Producer have a current MetLink ID? * ☐ Yes ☐ No

If you answered "Yes", please complete the following:

Current MetLink ID *

MetLink email address

State license number *

1283105

Producer/Broker SSN *

-**-*

Do you want to receive electronic commission for this opportunity? * ☐ Yes ☒ No

If you answered "Yes", please complete the following:

Are you currently receiving electronic commissions? * ☐ Yes ☐ No

If you answered "Yes", please complete the "Sales Compensation Administration Direct Deposit Application" located at <https://eforms.metlife.com/wcm8/OIDAction.do?OID=14772>

Commission % * 100 (% of total commissions this Producer should receive)

Commissions paid to: * ☐ Writing Producer ☒ Brokerage/Corporation

If you answered "Brokerage/Corporation" please fill out the following:

Corporation name

* IPS Advisors, LLP

Federal Tax ID *

75-2817385

Address 1 *

10000 N CENTRAL EXPY STE 1100

Address 2

Address 3

Address 4

City *

DALLAS

State *

TX

Zip *

75231-2313

PRODUCER INFORMATION - Page 2

Producer type (select one) *

☒ Writing Producer ☐ MetLife Resource ☐ MetLife Career Agent

If you selected "MetLife Resource", please provide the Agent Code *

If you selected "MetLife Career Agent", please provide the following:

Employee # *

Territory # *

Region *

DAI # *

Is there an "additional" contact at Producer (Broker) office? * ☒ Yes ☐ No

If you answered "Yes", please complete the following:

First name *

Andrew

Last name *

Weegar

Phone number *

214-292-4126

Ext

Fax number

Email address *

aweegar@lpsadvisors.com

Does this Contact want MetLink access for this Group? ☒ Yes ☐ No

If you answered "Yes", please complete the following:

Does this Contact have a Current MetLinkID? * ☐ Yes ☐ No

If you answered "Yes", please complete the following:

Current MetLink ID *

MetLink Email Address

Special instructions / comments

Please add any additional information / instructions here:

PRODUCER INFORMATION - Page 3

If commissions are being split between more than one Writing Producer, please complete a copy of the PRODUCER INFORMATION section (*both pages*) for each Writing Producer.

Primary Producer? * ☐ Yes ☐ No

First name *	Middle initial	Last name *
--------------	----------------	-------------

Address 1 *	Address 2
-------------	-----------

Address 3	Address 4
-----------	-----------

City *	State *	Zip
--------	---------	-----

Phone number *	Ext	Fax number
----------------	-----	------------

Email address *

Does this Producer want MetLink access for this Group? ☐ Yes ☐ No

If you answered "Yes", please complete the following:

Does this Producer have a current MetLink ID? * ☐ Yes ☐ No

If you answered "Yes", please complete the following:

Current MetLink ID *	MetLink email address
----------------------	-----------------------

State license number *	Producer/Broker SSN *
------------------------	-----------------------

Do you want to receive electronic commission for this opportunity? * ☐ Yes ☒ No

If you answered "Yes", please complete the following:

Are you currently receiving electronic commissions?* ☐ Yes ☐ No

If you answered "Yes", please complete the "Sales Compensation Administration Direct Deposit Application" located at <https://eforms.metlife.com/wcm8/OIDAction.do?OID=14772>

Commission % * 0 (% of total commissions this Producer should receive)

Commissions paid to: * ☐ Writing Producer ☐ Brokerage/Corporation

If you answered "Brokerage/Corporation" please fill out the following:

Corporation name *	Federal Tax ID *
--------------------	------------------

Address 1 *	Address 2
-------------	-----------

Address 3	Address 4
-----------	-----------

City *	State *	Zip *
--------	---------	-------

PRODUCER INFORMATION - Page 4

Producer type *(select one)* *

☐ Writing Producer ☐ MetLife Resource ☐ MetLife Career Agent

If you selected "MetLife Resource", please provide the Agent Code *

If you selected "MetLife Career Agent", please provide the following:

Employee # *

Territory # *

Region *

DAI # *

Is there an "additional" contact at Producer *(Broker)* office? * ☐ Yes ☐ No

If you answered "Yes", please complete the following:

First name *

Last name *

Phone number *

Ext

Fax number

Email address *

Does this Contact want MetLink access for this Group? ☐ Yes ☐ No

If you answered "Yes", please complete the following:

Does this Contact have a Current MetLinkID? * ☐ Yes ☐ No

If you answered "Yes", please complete the following:

Current MetLink ID *

MetLink Email Address

Special instructions / comments

Please add any additional information / instructions here:

ALTERNATE DISTRIBUTION CHANNEL - Page 1

Will there be a Third Party Administrator (TPA) or General Agent (GA) associated with the sale? *

☐ Yes ☒ No

If you answered "Yes", please complete a copy of the Alternate Distribution Channel section for each Alternate Distribution Channel

Distribution Channel Type (*select one*) * ☐ Third Party Administrator (TPA) ☐ General Agent (GA)

Strategic alliance name *

Federal Tax ID *

Producer first name *

Producer last name *

Producer (Broker) SSN *

Email address *

Address 1 *

Address 2

Address 3

Address 4

City *

State *

Zip *

Contact at Producer's office:

Contact first name *

Contact last name *

Phone number *

Ext

Fax number

Email address *

ALTERNATE DISTRIBUTION CHANNEL - Page 2

Distribution Channel Type (*select one*) * ☐ Third Party Administrator (TPA) ☐ General Agent (GA)

Strategic alliance name *

Federal Tax ID *

Producer first name *

Producer last name *

Producer (Broker) SSN *

Email address *

Address 1 *

Address 2

Address 3

Address 4

City *

State *

Zip *

Contact at Producer's office:

Contact first name *

Contact last name *

Phone number *

Ext

Fax number

Email address *

PRODUCT SETUP - Page 1

Dental Insurance

Is this replacement coverage? *

- ☒ Yes – This coverage is being moved from another carrier.
☐ No – This is the first time offering this coverage to your employees.

Coverage	Effective date *	Advanced payment amount* (Equal to approximately one month's premium, if required)
DHMO	05/01/2017	0.00
Dental	05/01/2017	0.00

Are dependents being covered? * ☒ Yes ☐ No

If you answered "Yes", please complete the following:

Dependent age * 26 Full-time student age * 26

Note: Specific state restrictions may apply to dependent age limits

Are you currently covering any mentally or physically handicapped dependents that are over the limiting age? * ☐ Yes ☐ No

Domestic Partner eligibility

If you wanted to designate your Domestic Partner eligibility at the product level, please complete the following:

Note: If you designated at a Group Level you can skip this section.

Note: State requirements may determine Domestic Partner eligibility for certain products.

Are Domestic Partners to be included as eligible dependents? * ☒ Yes ☐ No

If you selected "Yes", please answer the following:

Do you want to designate your Domestic Partner eligibility at a group or product level? * ☐ Group ☐ Product

If you answered "Product", please complete the following:

Does Domestic Partner eligibility include both same and opposite sex partners (standard option)? * ☐ Yes ☐ No

If "No", and Domestic Partner definition and/or eligibility is non-standard, please describe:

Essential health benefits

The following dental coverages sold have been updated to include the pediatric dental essential health benefit as provided by the Patient Protection and Affordable Care Act.

☐ Dental (PPO) ☐ Managed Dental Plan (DHMO)

Please note that not all plans are available in all states. CA and NY Managed Dental Plans have not been updated to include the pediatric dental essential health benefit.

CLASS SETUP - Page 1

In this section you will define your benefit classes and select which products and coverages should be available to each. Please complete a copy of the CLASS SETUP section (all pages) for each class.

Please provide a description for this benefit class. (select one)*

- | | |
|---|---|
| ☐ All Active Full-Time Chief Executive Officer | ☐ All Active Full-Time Salaried Employees |
| ☐ All Active Full-Time Vice Presidents | ☐ All Active Full-Time Supervisors |
| ☐ All Active Full-Time First Vice Presidents | ☐ All Active Full-Time Managers |
| ☒ All Active Full-Time Employees | ☐ All Active Full-Time Union Employees |
| ☐ All Active Full-Time Assistant Vice Presidents | ☐ All Active Full-Time Partners |
| ☐ All Active Full-Time Hourly Employees | ☐ All Active Full-Time Non-Union Employees |
| ☐ All Active Full-Time Directors | ☐ Other _____ |

Enrollees reside in states TX

Does this class include retirees? * ☐ Yes ☒ No

Note: Retirees may not be eligible for all products

If you answered "Yes", please specify Class Type (select all that apply) *

☐ Open class (Present and future retirees)

Please provide the Eligibility Definition to be included in your certificate for the Open Class Type:

☐ Closed class (Those retired prior to the effective date)

Please provide the Eligibility Definition to be included in your certificate for the Closed Class Type:

Additional comments _____

CLASS SETUP - Page 2

Dental

Minimum Working Hours to be Eligible for Benefits

Full Time Definition: 20 Hours ☒ Per week
☐ Per bi-week
☐ Per month
☐ Per year

Is there an Eligibility Waiting Period for this Product in this class? ☐ Yes ☐ No

If you answered "Yes", please complete the following:

What is your new hire waiting period?
(select one)

Waiting Period Unit:
(select one)

- | | | |
|--------------------------------------|--|--|
| ☐ None | ☐ 9 | ☒ Days |
| ☐ 1 | ☒ 30 | ☐ Weeks |
| ☐ 3 | ☐ 60 | ☐ Months |
| ☐ 6 | ☐ 90 | ☐ Years |
| ☐ Other _____ | | |

If the selection is Other, please specify new hire waiting period.

If there are new employees currently in their waiting period do you wish to waive the waiting period so that they are effective on the policy effective date or do you want them to complete their current waiting period?

☐ Waive the Waiting Period ☐ Complete the Current Waiting Period

When should benefits be effective?

☐ First of the Month

Please note that if benefits begin on the first of the month, a terminated employee will have coverage end on the last day of the month in which they terminate except for disability. If you would like for coverage to end on the last day worked for all coverages, please check here ☐

☒ Date Eligible

Benefits will end on the last day of employment. If you currently cover employees until the last day of the month, please check here ☒

Note: MetLife does not pro-rate bills. If coverage begins on the date eligible, you will not be billed for the remaining days of the first month covered. When benefits end on last day worked, MetLife will not credit for the remaining days of that month.

Please select the eligible coverage(s) for this class:

Select	Coverage	Number of eligible employees	Employer contribution % for employee *	Employer contribution % for dependent *
☒	Dental		100	0
☒	DHMO		100	0

CLASS SETUP - Page 3

In this section you will define your benefit classes and select which products and coverages should be available to each. Please complete a copy of the CLASS SETUP section (all pages) for each class.

Please provide a description for this benefit class. (select one)*

- | | |
|---|---|
| ☐ All Active Full-Time Chief Executive Officer | ☐ All Active Full-Time Salaried Employees |
| ☐ All Active Full-Time Vice Presidents | ☐ All Active Full-Time Supervisors |
| ☐ All Active Full-Time First Vice Presidents | ☐ All Active Full-Time Managers |
| ☒ All Active Full-Time Employees | ☐ All Active Full-Time Union Employees |
| ☐ All Active Full-Time Assistant Vice Presidents | ☐ All Active Full-Time Partners |
| ☐ All Active Full-Time Hourly Employees | ☐ All Active Full-Time Non-Union Employees |
| ☐ All Active Full-Time Directors | ☐ Other _____ |

Enrollment start date 5/1/17 Enrollment method ☐ Online (MyBenefits)

Enrollment stop date _____ ☐ Tape

Enrollees reside in states _____

Enrolling states * _____

Does this class include retirees? * ☐ Yes ☒ No

Note: Retirees may not be eligible for all products

If you answered "Yes", please specify Class Type (select all that apply) *

☐ Open class (Present and future retirees)

Please provide the Eligibility Definition to be included in your certificate for the Open Class Type:

☐ Closed class (Those retired prior to the effective date)

Please provide the Eligibility Definition to be included in your certificate for the Closed Class Type:

Additional comments _____

CLASS SETUP - Page 4

Dental

Minimum Working Hours to be Eligible for Benefits

Full Time Definition: 20 Hours ☒ Per week
☐ Per bi-week
☐ Per month
☐ Per year

Is there an Eligibility Waiting Period for this Product in this class? ☒ Yes ☐ No

If you answered "Yes", please complete the following:

What is your new hire waiting period?
(select one)

- ☐ None ☐ 9
☐ 1 ☒ 30
☐ 3 ☐ 60
☐ 6 ☐ 90
☐ Other _____

Waiting Period Unit:
(select one)

- ☒ Days
☐ Weeks
☐ Months
☐ Years

If the selection is Other, please specify new hire waiting period.

If there are new employees currently in their waiting period do you wish to waive the waiting period so that they are effective on the policy effective date or do you want them to complete their current waiting period?

☐ Waive the Waiting Period ☒ Complete the Current Waiting Period

When should benefits be effective?

☐ First of the Month

Please note that if benefits begin on the first of the month, a terminated employee will have coverage end on the last day of the month in which they terminate except for disability. If you would like for coverage to end on the last day worked for all coverages, please check here ☐

☒ Date Eligible

Benefits will end on the last day of employment. If you currently cover employees until the last day of the month, please check here ☒

Note: MetLife does not pro-rate bills. If coverage begins on the date eligible, you will not be billed for the remaining days of the first month covered. When benefits end on last day worked, MetLife will not credit for the remaining days of that month.

Please select the eligible coverage(s) for this class:

Select	Coverage	Number of eligible employees	Employer contribution % for employee *	Employer contribution % for dependent *
☒	DHMO			
☒	Dental			

AUTHORIZATIONS - Page 1

Instructions: The individual authorized by the company to sign the application for group insurance must complete the following certification section of this form to confirm actions that the company has requested or undertaken with respect to the implementation of MetLife insurance and/or service program(s). Please read carefully and complete by checking all boxes that apply.

Certification: I certify that I am the individual authorized by the company named on the attached application for group insurance to sign the application on behalf of the company. By checking any box below, and by signing and submitting the application for group insurance, I certify on behalf of the company the accuracy of the statement immediately following each checked box.

- ☒ By checking this box and signing the application for group insurance, I certify that the Gramm-Leach-Bliley (Consumer) Privacy Notice has been distributed to all affected employees. This notice explains how we protect your privacy and treat your personal information. It applies to current and former customers. "Personal information" as used here means anything we know about you personally. You can view and/or print a copy of the Gramm-Leach-Bliley Privacy Notice at: <https://eforms.metlife.com/wcm8/OIDAction.do?OID=4685>
- ☒ By checking this box and signing the application for group insurance, I certify that I have received a copy of the Intermediary Compensation Notice available at: <https://eforms.metlife.com/wcm8/OIDAction.do?OID=26685>

HIPAA

I am an authorized representative of the MetLife customer named on this document. I have read and understand the HIPAA Information for new MetLife group dental and/or vision insurance customers. By my signature at the end of this form, I am authorizing the following:

Do you want access to dental/vision claims information/PHI for your employees? * ☒ Yes ☐ No

If you answered "Yes", please complete the following:

- ☒ Yes, I want access to claims. Please include MetLife's language as included in the sample HIPAA document in the employee certificates.

You can access the sample summary plan description HIPAA privacy language at:
<https://eforms.metlife.com/wcm8/OIDAction.do?OID=30442>

Please complete and sign the "HIPAA Request" form included at the end of this document.

- ☐ Yes, I want access to claims but I have my own HIPAA plan sponsor form and I will submit a copy with this application.

- ☐ By checking this box and signing the application for group insurance, I certify that I have received a copy of the HIPAA information for new MetLife group dental and/or vision insurance customers.

If your group will be TPA billed, please complete the following authorization:

- ☐ By checking this box and signing the application for group insurance, an authorized representative of (insert customer's legal name) City of Sachse acknowledges and accepts the TPA confirmation and agreement.

If you will be sending ongoing electronic enrollment/eligibility files, please complete the following:

- ☐ Please be advised that (insert customer's legal name) City of Sachse have entered into an agreement with (insert enrollment vendor's name) _____ We authorize to release complete employee census/enrollment data to MetLife.

Go Green Go Paperless!

AUTHORIZATIONS - Page 2

The company is requesting that MetLife deliver the group insurance policy and certificates to the company via e-mail as Adobe pdf documents and confirms that it is able to save them as electronic records and print them for distribution to individuals who become covered under the group insurance policy. *(Please note: If the company is unable or unwilling to accept each of these documents electronically check "Do not send electronic policy and certificates" and a paper copy of each will be sent to the company.)*

☒ I authorize MetLife to send electronic policy & certificates to me the Employer

☐ I would like a paper policy & certificate sent to me the Employer

For MetLife use only

eSignature override(s)

☐ Customer wet signed

☐ Broker wet signed

MetLife comments / special instructions: _____

Non-Standard Commission Agreement

This Agreement between Metropolitan Life Insurance Company ("MetLife") and the undersigned producer ("Producer") is effective for first and subsequent year commissions, if applicable, for the customer.

1. Commissions. Producer will receive commissions from MetLife for each coverage sold in the month after premium is received by MetLife. Monthly payments will be determined by applying the attached schedule to the actual premium received per line of sold coverage within the policy year, and subtracting the commissions already paid during the policy year. Commissions will be paid so long as: (a) Producer is licensed by the applicable State Insurance Department and appointed by MetLife to sell the insurance provided by the policy; (b) Producer services the business; (c) MetLife recognizes Producer as the agent/broker of record; (d) any commission advances or overpayments have been properly recovered by MetLife; (e) the policy remains in force; and (f) this Agreement is in effect.

2. Risk Acceptance. It is understood and agreed that MetLife retains the exclusive right to (a) bind or commit MetLife on any risk in any matters; (b) decline any application for insurance submitted by the Producer; (c) discontinue any form of policy in any or all jurisdictions in which MetLife does business; and (d) resume the use of any policy at any time.

3. Overpayments. It is agreed that any overpayment of commissions which may occur due to clerical error; cancellation of coverage; refund of premium; payment of any advance if applicable; change of agent/broker of record by the policyholder or MetLife; or any other reason, will be returned to MetLife by the Producer. It is further agreed that MetLife is authorized to recover any overpayments from the current or future commission owed the Producer by MetLife or its affiliates. Producer agrees to reimburse MetLife for expenses, including costs and attorneys' fees, associated with the collection of outstanding debts due MetLife from Producer.

4. Independent Contractor. Producer acknowledges and agrees that it is an independent contractor and not an employee of MetLife. (Note: Not applicable to MetLife Financial Services Representatives.)

5. Notices. Disclosure. If Producer receives notice of the commencement of any legal, regulatory or administrative proceedings involving MetLife or Producer, or if it receives any communication from any Insurance Department or other administrative agency or any other person identifying a complaint registered against MetLife or Producer, Producer shall, following receipt of such notice, immediately notify MetLife of the proceeding or complaint, and promptly forward any correspondence or necessary files. Producer shall disclose to each of its clients all compensation including, without limitation, commissions, service fees, and supplemental compensation that MetLife pays to Producer or any of Producer's affiliates with respect to the MetLife Products purchased by Producer's client. Producer shall provide to a client or prospective client MetLife's Compensation Notice provided in any MetLife bid proposal for such client. MetLife reserves the right to change the form of the Compensation Notice. MetLife reserves the right to disclose to its customers or potential customers the details regarding compensation it may pay to Producer and to Producer's affiliates under this or any other agreement. Producer shall provide to customers or prospective customers a copy of MetLife's compensation notice provided in any MetLife bid proposal for such customer or prospective customer. MetLife reserves the right to disclose to its customers or potential customers the details regarding compensation it may pay to Producer.

6. Customer Information. Producer agrees to treat all information about individuals who enroll, apply for or purchase MetLife's products or services that Producer may have or may obtain in connection with its obligations under the Contract ("Customer Information") as confidential. Customer Information may include, but is not limited to, an individual's name, address, social security number, and any financial or health information relating to the individual. Producer may use Customer Information only for the purpose of fulfilling its obligations under the Contract and Producer may not disclose Customer Information to anyone other than the individual to whom the information relates, except as required for Producer to fulfill its obligations under the Contract or as otherwise directed by MetLife, or except as expressly required by law. Producer must also ensure that Customer Information is kept in a secured manner.

7. Protected Health Information. 7.1. In order to further protect the confidentiality of any PHI disclosed to or used by Producer pursuant to the Contract and to satisfy requirements of HIPAA, MetLife and Producer agree to the following with respect to any PHI received or created by Producer in providing services pursuant to the Contract, including PHI received or created prior to the effective date of the Contract ("MetLife PHI"): (a) the obligations regarding MetLife PHI contained in this Agreement shall be in addition to any other obligations contained in the Contract that apply to MetLife PHI; (b) Producer may not use or disclose MetLife PHI except to provide services pursuant to the Contract; (c) Producer shall use appropriate safeguards to prevent use or disclosure of MetLife PHI; (d) MetLife and Producer represent and warrant that their security procedures are adequate to protect and maintain the confidentiality of MetLife PHI; (e) Producer shall promptly report to MetLife any use or disclosure of MetLife PHI not permitted by this Agreement of which it becomes aware; (f) Producer shall ensure that any Agents, including any sub-contractors or Producer affiliates, that Producer may use in accordance with the Contract and to whom Producer provides MetLife PHI or who uses MetLife PHI has been approved by MetLife in writing and agrees to the same restrictions and conditions that apply to Producer with respect to MetLife PHI pursuant to this Agreement; (g) within thirty (30) days of MetLife's request, Producer shall provide to MetLife any MetLife PHI or information relating to MetLife PHI as deemed necessary by MetLife to comply with its obligations under HIPAA to provide individuals with access to, amendment of, and an accounting of disclosures of their MetLife PHI, and Producer agrees to incorporate any amendments of the MetLife PHI as requested by MetLife; (h) Producer agrees to make its internal practices, books, and records relating to its use or disclosure of MetLife PHI available to the Secretary of the United States Department of Health and Human Services at his/her request to determine MetLife's compliance;

7. Protected Health Information (continued). (i) Producer agrees that upon termination of the Contract it will, if feasible, return or destroy all MetLife PHI it maintains in any form and retain no copies, and if such return or destruction is not feasible, Producer agrees to extend the protections of this Agreement to the MetLife PHI beyond the termination of the Contract and for as long as Producer has MetLife PHI, and further agrees that any further use or disclosure of the MetLife PHI will be solely for the purposes that make return or destruction infeasible; (j) Producer agrees that it will not disclose MetLife PHI, other than enrollment information, to an employer or plan sponsor, unless the employer or plan sponsor has taken the steps required by HIPAA to permit disclosure to the employer or plan sponsor; (k) Producer may use or disclose MetLife PHI to the extent that such use or disclosure is required by law and the use or disclosure complies with and is limited to the relevant requirements of such law, and only to the extent that such use or disclosure complies with any applicable HIPAA requirements relating to uses and disclosures required by law; and (l) Producer shall (1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic MetLife PHI that Producer creates, receives, maintains, or transmits on behalf of MetLife; (2) ensure that any agent of Producer, including any subcontractor or Producer affiliate to whom Producer provides electronic MetLife PHI, agrees to implement reasonable and appropriate safeguards to protect electronic MetLife PHI; and (3) report to MetLife any security incident related to electronic MetLife PHI of which Producer becomes aware. **7.2.** Producer agrees and acknowledges that it is directly subject to HIPAA, as amended by the HITECH Act, including its provisions relating to security and privacy of PHI as well as its enforcement and penalty provisions. Producer agrees that it will: (a) comply with all applicable security and privacy provisions of HIPAA as amended by the HITECH Act and as it may be amended from time to time; (b) not act in any way to interfere with or hinder MetLife's ability to comply with HIPAA as amended by the HITECH Act and as it may be amended from time to time; and (c) notify MetLife within five (5) business days after discovering a "breach" as that term is defined in Section 13400 of the HITECH Act at the following e-mail address: securitybreach@metlife.com. **7.3.** In the event Producer learns of a pattern of activity or practice of subcontractor that constitutes a material breach or violation of its obligations relating to PHI under Producer and subcontractor's agreement, Producer will take reasonable steps to cure the breach or end the violation. If such steps are unsuccessful, Producer will terminate the agreement with its subcontractor, if feasible, or, if termination is not feasible, report the problem to the Secretary of Department of Health and Human Services ("HHS"). **7.4.** PHI is defined as individually identifiable information that is transmitted or maintained in any medium and relates to: the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or past, present, or future payment for the provision of health care to the individual. MetLife and Producer understand that this definition of PHI includes demographic information about the individual, including names; geographic subdivisions smaller than a state (including but not limited to street addresses and ZIP codes); all elements of dates (except year) for dates directly related to an individual, including but not limited to birth date; telephone numbers; fax numbers; electronic mail (E-mail) addresses; Social Security numbers; Medical record numbers; health plan beneficiary numbers; account numbers; certificate/license numbers; vehicle identifiers and serial numbers, including license plate numbers; device identifiers and serial numbers; Web Universal Resource Locators (URLs); Internet Protocol (IP) address numbers; biometric identifiers, including finger and voice prints; full face photographic images and any comparable images; and any other unique identifying number, characteristic, or code. **7.5.** Producer's breach of any of the provisions of Paragraph 7 shall constitute a material breach of this Agreement and provide grounds for immediate termination by MetLife, notwithstanding any other provision of the Agreement.

8. Amendments. MetLife reserves the right to amend this Agreement by providing Producer with thirty (30) days prior written notice of the change.

9. Advertising. For the sale or marketing of MetLife products, Producer shall use only sales material approved in writing by MetLife.

10. Termination. MetLife may terminate this Agreement at any time for any or no reason. Additionally, this Agreement shall terminate immediately if (a) Producer is no longer appointed by MetLife to sell its products; (b) Producer is not licensed by the applicable state insurance department; (c) Producer breaches any provision of this Agreement; (d) Producer commits or its agents commit fraud, embezzlement, gross negligence or other legal misconduct. The rights and obligations established under Sections 3, 5, 6, and 7, hereof, shall survive the termination of this Agreement.

METROPOLITAN LIFE INSURANCE COMPANY



Meghan S. Doscher, VP Sales Compensation Administration

Date

3/27/2017

By checking this box and signing the Application for Group Insurance, I certify that I agree to the terms and provisions of the MetLife Small Market Non-Standard Commission Agreement.

BROOKE YOUNGBLOOD
Producer's Printed Name

75-1330279
Social Security Number (Tax ID if Corporation)

Non-Standard Commission Agreement

MetLife Non-Standard Commission Schedule for

City of Sachse

Coverage sold

Non-Standard Commission

☐ Basic Life/AD&D	% of annual premium
☐ Core Life/AD&D	% of annual premium
☐ Dependent Life	% of annual premium
☐ Buy-Up Life/AD&D & Dependent Life AD&D	% of annual premium
☐ Enhanced Optional Life/AD&D & Dependent Life AD&D	% of annual premium
☐ Short Term Disability	% of annual premium
☐ Core Short Term Disability	% of annual premium
☐ Buy Up Short Term Disability	% of annual premium
☐ State Mandated Disability	% of annual premium
☐ Voluntary Short Term Disability	% of annual premium
☐ Long Term Disability	% of annual premium
☐ Core Long Term Disability	% of annual premium
☐ Buy Up Long Term Disability	% of annual premium
☒ Dental	0.00 % of annual premium
☐ Vision	% of annual premium
☐ DHMO - Florida	% of annual premium
☐ DHMO - California	% of annual premium
☒ DHMO - Texas	0.00 % of annual premium
☐ DHMO - New Jersey	% of annual premium
☐ Managed Dental Plan - New York	% of annual premium

If you are a MetLife Financial Services Representative, Senior Partner or Unified Brokerage Associate, or New England Financial Agent or Broker, the commission amounts shown above will be treated as Gross Dealer Concessions ("GDC") and compensation will be based on your GDC Grid Rate applied to the commission.

By checking this box and signing the Application for Group
☒ Insurance, I certify that I agree to the terms and provisions of the
MetLife Small Market Non-Standard Commission Agreement.

Date

3/27/17

Brooke Youngblood

Producer's Printed Name

75-1330279

Social Security Number (Tax ID if Corporation)

5944073

Customer Number

City of Sachse

Customer Name

Standard Commission Agreement

This Agreement is made by and between **METROPOLITAN LIFE INSURANCE COMPANY ("MetLife")** and the Producer whose signature appears below. MetLife and Producer hereby agree as follows:

1. Commissions. Producer will receive commissions from MetLife for each coverage sold in the month after premium is received by MetLife. Monthly payments will be determined by applying the attached schedule to the actual premium received per line of sold coverage within the policy year, and subtracting the commissions already paid during the policy year. Commissions will be paid so long as: (a) Producer is licensed by the applicable State Insurance Department and appointed by MetLife to sell the insurance provided by the policy; (b) Producer services the business; (c) MetLife recognizes Producer as the agent/broker of record; (d) any commission advances or overpayments have been properly recovered by MetLife; (e) the policy remains in force; and (f) this Agreement is in effect.

2. Risk Acceptance. It is understood and agreed that MetLife retains the exclusive right to (a) bind or commit MetLife on any risk in any matters; (b) decline any application for insurance submitted by the Producer; (c) discontinue any form of policy in any or all jurisdictions in which MetLife does business; and (d) resume the use of any policy at any time.

3. Overpayments. It is agreed that any overpayment of commissions which may occur due to clerical error; cancellation of coverage; refund of premium; payment of any advance if applicable; change of agent/broker of record by the policyholder or MetLife; or any other reason, will be returned to MetLife by the Producer. It is further agreed that MetLife is authorized to recover any overpayments from the current or future commission owed the Producer by MetLife or its affiliates. Producer agrees to reimburse MetLife for expenses, including costs and attorneys' fees, associated with the collection of outstanding debts due MetLife from Producer.

4. Independent Contractor. Producer acknowledges and agrees that it is an independent contractor and not an employee of MetLife. (Note: Not applicable to MetLife Financial Services Representatives.)

5. Notices. Disclosure. If Producer receives notice of the commencement of any legal, regulatory or administrative proceedings involving MetLife or Producer, or if it receives any communication from any Insurance Department or other administrative agency or any other person identifying a complaint registered against MetLife or Producer, Producer shall, following receipt of such notice, immediately notify MetLife of the proceeding or complaint, and promptly forward any correspondence or necessary files. Producer shall disclose to each of its clients all compensation including, without limitation, commissions, service fees, and supplemental compensation that MetLife pays to Producer or any of Producer's affiliates with respect to the MetLife Products purchased by Producer's client. Producer shall provide to a client or prospective client MetLife's Compensation Notice provided in any MetLife bid proposal for such client. MetLife reserves the right to change the form of the Compensation Notice. MetLife reserves the right to disclose to its customers or potential customers the details regarding compensation it may pay to Producer and to Producer's affiliates under this or any other agreement. Producer shall provide to customers or prospective customers a copy of MetLife's compensation notice provided in any MetLife bid proposal for such customer or prospective customer. MetLife reserves the right to disclose to its customers or potential customers the details regarding compensation it may pay to Producer.

6. Customer Information. Producer agrees to treat all information about individuals who enroll, apply for or purchase MetLife's products or services that Producer may have or may obtain in connection with its obligations under the Contract ("Customer Information") as confidential. Customer Information may include, but is not limited to, an individual's name, address, social security number, and any financial or health information relating to the individual. Producer may use Customer Information only for the purpose of fulfilling its obligations under the Contract and Producer may not disclose Customer Information to anyone other than the individual to whom the information relates, except as required for Producer to fulfill its obligations under the Contract or as otherwise directed by MetLife, or except as expressly required by law. Producer must also ensure that Customer Information is kept in a secured manner.

7. Protected Health Information. 7.1. In order to further protect the confidentiality of any PHI disclosed to or used by Producer pursuant to the Contract and to satisfy requirements of HIPAA, MetLife and Producer agree to the following with respect to any PHI received or created by Producer in providing services pursuant to the Contract, including PHI received or created prior to the effective date of the Contract ("MetLife PHI"): (a) the obligations regarding MetLife PHI contained in this Agreement shall be in addition to any other obligations contained in the Contract that apply to MetLife PHI; (b) Producer may not use or disclose MetLife PHI except to provide services pursuant to the Contract; (c) Producer shall use appropriate safeguards to prevent use or disclosure of MetLife PHI; (d) MetLife and Producer represent and warrant that their security procedures are adequate to protect and maintain the confidentiality of MetLife PHI; (e) Producer shall promptly report to MetLife any use or disclosure of MetLife PHI not permitted by this Agreement of which it becomes aware; (f) Producer shall ensure that any Agents, including any sub-contractors or Producer affiliates, that Producer may use in accordance with the Contract and to whom Producer provides MetLife PHI or who uses MetLife PHI has been approved by MetLife in writing and agrees to the same restrictions and conditions that apply to Producer with respect to MetLife PHI pursuant to this Agreement; (g) within thirty (30) days of MetLife's request, Producer shall provide to MetLife any MetLife PHI or information relating to MetLife PHI as deemed necessary by MetLife to comply with its obligations under HIPAA to provide individuals with access to, amendment of, and an accounting of disclosures of their MetLife PHI, and Producer agrees to incorporate any amendments of the MetLife PHI as requested by MetLife; (h) Producer agrees to make its internal practices, books, and records relating to its use or disclosure of MetLife PHI available to the

7. Protected Health Information (continued). Secretary of the United States Department of Health and Human Services at his/her request to determine MetLife's compliance; (i) Producer agrees that upon termination of the Contract it will, if feasible, return or destroy all MetLife PHI it maintains in any form and retain no copies, and if such return or destruction is not feasible, Producer agrees to extend the protections of this Agreement to the MetLife PHI beyond the termination of the Contract and for as long as Producer has MetLife PHI, and further agrees that any further use or disclosure of the MetLife PHI will be solely for the purposes that make return or destruction infeasible; (j) Producer agrees that it will not disclose MetLife PHI, other than enrollment information, to an employer or plan sponsor, unless the employer or plan sponsor has taken the steps required by HIPAA to permit disclosure to the employer or plan sponsor; (k) Producer may use or disclose MetLife PHI to the extent that such use or disclosure is required by law and the use or disclosure complies with and is limited to the relevant requirements of such law, and only to the extent that such use or disclosure complies with any applicable HIPAA requirements relating to uses and disclosures required by law; and (l) Producer shall (1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic MetLife PHI that Producer creates, receives, maintains, or transmits on behalf of MetLife; (2) ensure that any agent of Producer, including any subcontractor or Producer affiliate to whom Producer provides electronic MetLife PHI, agrees to implement reasonable and appropriate safeguards to protect electronic MetLife PHI; and (3) report to MetLife any security incident related to electronic MetLife PHI of which Producer becomes aware. **7.2.** Producer agrees and acknowledges that it is directly subject to HIPAA, as amended by the HITECH Act, including its provisions relating to security and privacy of PHI as well as its enforcement and penalty provisions. Producer agrees that it will: (a) comply with all applicable security and privacy provisions of HIPAA as amended by the HITECH Act and as it may be amended from time to time; (b) not act in any way to interfere with or hinder MetLife's ability to comply with HIPAA as amended by the HITECH Act and as it may be amended from time to time; and (c) notify MetLife within five (5) business days after discovering a "breach" as that term is defined in Section 13400 of the HITECH Act at the following e-mail address: securitybreach@metlife.com **7.3.** In the event Producer learns of a pattern of activity or practice of subcontractor that constitutes a material breach or violation of its obligations relating to PHI under Producer and subcontractor's agreement, Producer will take reasonable steps to cure the breach or end the violation. If such steps are unsuccessful, Producer will terminate the agreement with its subcontractor, if feasible, or, if termination is not feasible, report the problem to the Secretary of Department of Health and Human Services ("HHS"). **7.4.** PHI is defined as individually identifiable information that is transmitted or maintained in any medium and relates to: the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or past, present, or future payment for the provision of health care to the individual. MetLife and Producer understand that this definition of PHI includes demographic information about the individual, including names; geographic subdivisions smaller than a state (including but not limited to street addresses and ZIP codes); all elements of dates (except year) for dates directly related to an individual, including but not limited to birth date; telephone numbers; fax numbers; electronic mail (E-mail) addresses; Social Security numbers; Medical record numbers; health plan beneficiary numbers; account numbers; certificate/license numbers; vehicle identifiers and serial numbers, including license plate numbers; device identifiers and serial numbers; Web Universal Resource Locators (URLs); Internet Protocol (IP) address numbers; biometric identifiers, including finger and voice prints; full face photographic images and any comparable images; and any other unique identifying number, characteristic, or code. **7.5.** Producer's breach of any of the provisions of Paragraph 7 shall constitute a material breach of this Agreement and provide grounds for immediate termination by MetLife, notwithstanding any other provision of the Agreement.

8. Amendments. MetLife reserves the right to amend this Agreement by providing Producer with thirty (30) days prior written notice of the change.

9. Advertising. For the sale or marketing of MetLife products, Producer shall use only sales material approved in writing by MetLife.

10. Termination. MetLife may terminate this Agreement at any time for any or no reason. Additionally, this Agreement shall terminate immediately if (a) Producer is no longer appointed by MetLife to sell its products; (b) Producer is not licensed by the applicable state insurance department; (c) Producer breaches any provision of this Agreement; (d) Producer commits or its agents commit fraud, embezzlement, gross negligence or other legal misconduct. The rights and obligations established under Sections 3, 5, 6, and 7, hereof, shall survive the termination of this Agreement.

METROPOLITAN LIFE INSURANCE COMPANY



Meghan S. Doscher, VP Sales Compensation Administration

Date

3/27/17

By checking this box and signing the Application for Group Insurance, I certify that I agree to the terms and provisions of the MetLife Small Market Standard Commission Agreement.

Producer's Printed Name

Brooke Youngblood

Social Security Number (Tax ID if Corporation)

75-1330229

Standard Commission Agreement

MetLife Commission Schedule for:

Basic Life, Core Life, Dependent Life, AD&D, STD, Core STD and State Mandated Disability			
	Annual Premium	New Business Commission	Renewal Commission
First	\$5,000	15.00%	15.00%
Next	\$5,000	10.00%	10.00%
Next	\$20,000	5.00%	5.00%
Next	\$10,000	3.50%	3.50%
Next	\$10,000	3.00%	3.00%
Next	\$10,000	2.00%	2.00%
Next	\$190,000	1.75%	1.75%
Next	\$250,000	1.00%	1.00%
Next	\$500,000	0.50%	0.50%
Next	\$4,000,000	0.25%	0.25%
	\$5,000,000 & over	0.10%	0.10%

Dental, MMA STD*			
	Annual Premium	New Business Commission	Renewal Commission
First	\$5,000	10.00%	10.00%
Next	\$5,000	7.50%	7.50%
Next	\$20,000	5.00%	5.00%
Next	\$10,000	3.50%	3.50%
Next	\$10,000	3.00%	3.00%
Next	\$10,000	2.00%	2.00%
Next	\$190,000	1.75%	1.75%
Next	\$250,000	1.00%	1.00%
Next	\$500,000	0.50%	0.50%
Next	\$4,000,000	0.25%	0.25%
	\$5,000,000 & over	0.10%	0.10%

Long Term Disability and Core Long Term Disability		
	Annual Premium	Commission
First	\$15,000	15.00%
Next	\$10,000	10.00%
Next	\$25,000	5.00%
Next	\$200,000	2.00%
	Excess over \$250,000	1.00%

Buy-Up Life, Enhanced Optional Life and Enhanced/Buy-Up Dependent Life, Vol. Short Term Disability/Long Term Disability, Buy-Up STD/LTD, DHMO-TX	
Flat 15% of annualized premium	

Vision, DHMO	
Flat 10% of annualized premium	

* Michigan Manufacturers Association (MMA) STD coverage is paid using the MetLife Dental rates.

If you are a MetLife Financial Services Representative, Senior Partner or Unified Brokerage Associate, or New England Financial Agent or Broker, the commission amounts shown above will be treated as Gross Dealer Concession ('GDC') and compensation will be based on your GDC Grid Rate applied to the commission.

New York, NY 10166



Benefits provided by SafeGuard Health Plans, Inc.,
a MetLife company
200 Park Avenue, New York, New York 10166

APPLICATION FOR GROUP DENTAL BENEFITS

The applicant named below is applying for a Group Contract to provide dental benefits for the persons specified below.

APPLICANT DATA

1. Full legal name of Applicant: City of Sachse

2. Address: 3815 Sachse Road Building B, City Secretar City SACHSE State TX Zip 75048

CONTRACT EFFECTIVE DATE

The Group Contract's effective date will be 05/01/2017, subject to MetLife's acceptance of this application.

CONTRACT SITUS

The Group Contract will be issued for delivery in and governed by the laws of TEXAS

COVERAGE DATA

Employees / Members

Dental Benefits

Dependents

Dental Benefits

PREPAYMENT FEE DATA

Prepayment Fees will be paid: ☒ Monthly ☐ Quarterly ☐ Annually ☐ Other: _____

Attached is an advance payment of: \$ 0

AGREEMENT

The Applicant signing below agrees to accept the terms and provisions of the Group Contract, including its Exhibits, amendments and endorsements, if any.

Point-of-Service Option. MetLife does not offer a Point-of-Service Option in the state of Texas.

Fraud Warning. Any person who knowingly and with intent to defraud any insurance company or other person files an application or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any material fact thereto commits a fraudulent act, which is a crime and subjects such person to criminal and civil penalties.

Signature of Applicant's Legal Representative

Signed at: City _____, State _____ Date: _____

Name of Legal Representative _____

Title of Legal Representative _____

Applicant's Signature _____

Signature of Licensed MetLife Agent or Resident Agent as required by law

Agent's State License No. _____ Date: _____

Name of Agent: _____

Agent's Signature _____

(SafeGuard Representative)

Assistant Vice President
(Representative's title)

Isaac Torres
(Print Name of Representative)

APP-GP10-DHMO

TX



Metropolitan Life Insurance Company
200 Park Avenue, New York, New York

APPLICATION FOR GROUP INSURANCE

The applicant named below is applying for Group Insurance to provide coverage for the class(es) of persons specified below.

APPLICANT DATA

1. Full legal name of Applicant: City of Sachse (the "Policyholder")
2. Address: 3815 Sachse Road Building B, City Secretar City SACHSE State TX Zip 75048

EFFECTIVE DATE

The effective date of the applied for group insurance will be 05/01/2017, subject to MetLife's acceptance of this application and the applicant's payment of the Premium due on or before such date.

SITUS

Group Policy forms will be issued for delivery in and governed by the laws of TEXAS.

COVERAGE DATA

Employees / Members	Dependents
Dental	Dental

PREMIUM DATA

Premiums will be paid: ☒ Monthly ☐ Quarterly ☐ Annually ☐ Other: _____

Attached is an advance payment of: \$ 0

AGREEMENT

The Applicant signing below agrees to accept the terms and provisions of all Group Policy forms issued pursuant to this application; including all Exhibits, amendments and endorsements, if any.

Fraud Warning. Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Signature of Applicant's Authorized Representative

Signed at: City Sachse State TX Date: 03/27/2017

Name of Authorized Representative BROOKE YOUNGBLOOD

Title of Authorized Representative HR Generalist

Applicant's Signature BYoungblood

Signature of Licensed MetLife Agent or Resident Agent as required by law

Agent's State License No. _____

Date: _____

Name of Agent: _____

Agent's Signature _____



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3747	Version:	1	Name:	Nuisances 4-03-17 CC
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	3/22/2017	In control:		In control:	City Council
On agenda:	4/3/2017	Final action:		Final action:	
Title:	Consider an ordinance amending Chapter 6 titled "Health and Sanitation" by removing Section 6-7 titled "Weeds, Brush, and Objectionable Vegetation" in its entirety and replacing it with a new Section 6-7 titled "Nuisances and Vegetation" setting forth new regulations for nuisances and accumulated vegetation.				

Sponsors:

Indexes:

Code sections:

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

Date	Ver.	Action By	Action	Result
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Title

Consider and act on proposed revisions to Chapter 6 (Health & Sanitation), Section 7 (Nuisances & Vegetation) of the Code of Ordinances, to modify nuisance regulations.

Why We Are Here

- Sachse does not currently have an ordinance that directly addresses trash & debris, but does have grass regulations
- Current outdoor storage language is zoning based and not the correct method to meaningfully address nuisance issues
- Public input from the 2017 Comprehensive Plan identified curb appeal as an improvement opportunity for Sachse (82%)
- The 2017 Plan recommended the Nuisance ordinance as one of many code enforcement related ordinances to be reviewed and updated

The Proposed Ordinance

- State law (V.T.C.A. Chapter 342 of the Health & Safety Code) outlines the regulatory framework by which cities may regulate nuisances
- Ordinance addresses and includes several nuisance types (junk, trash, debris, & vegetation)
- Provides definitions, notice requirements, and abatement and lien processes, all in compliance with State law
- Among the 3 pillars of residential nuisance (grass, trash, & vehicles)

Ordinance Highlights

- Accumulations of junk & debris (broadly defined by definition section) is declared a public nuisance and prohibited
- Grass regulations renewed from existing ordinance and updated to reflect current State law
- Prescribes notice requirements, as outlined by State law
- Provides City the legal authority to abate (i.e. cure) as outlined by State law (when necessary, as voluntary compliance is preferred method)
- Prescribes lien procedures, as outlined by State law (if abatement process is needed)

Recommendation

- ✓ Code Compliance, Legal, City Manager, and Planning have all reviewed the proposed changes
- ✓ Staff recommends approval of the proposed ordinance changes to allow the City to meaningfully address nuisance issues (junk, trash, debris, & vegetation) in compliance with State law



NUISANCES

CITY COUNCIL

APRIL 3, 2017

REQUEST

Consider and act on proposed revisions to Chapter 6 (Health & Sanitation), Section 7 (Nuisances & Vegetation) of the Code of Ordinances, to modify nuisance regulations.

WHY WE ARE HERE

- Sachse does not currently have an ordinance that directly addresses trash & debris, but does have grass regulations
- Current outdoor storage language is zoning based and not the correct method to meaningfully address nuisance issues
- Public input from the 2017 Comprehensive Plan identified curb appeal as an improvement opportunity for Sachse (82%)
- The 2017 Plan recommended the Nuisance ordinance as one of many code enforcement related ordinances to be reviewed and updated

THE PROPOSED ORDINANCE

SUMMARY

- State law (V.T.C.A. Chapter 342 of the Health & Safety Code) outlines the regulatory framework by which cities may regulate nuisances
- Ordinance addresses and includes several nuisance types (junk, trash, debris, & vegetation)
- Provides definitions, notice requirements, and abatement and lien processes, all in compliance with State law
- Among the 3 pillars of residential nuisance (grass, trash, & vehicles)

ORDINANCE HIGHLIGHTS

DEFINITIONS

Junk shall mean all worn out, worthless or discarded material, including but not limited to any of the following materials, or parts of said materials or any combination thereof: New or used iron, steel or nonferrous metallic scrap, brass or waste materials; used and/or inoperative household appliances, household electrical or plumbing fixtures, floor coverings and/or window coverings not currently in use; used lumber, brick, cement block, wire, tubing and pipe, tubs, drums, barrels, and/or roofing material not currently in use; air conditioning and heating equipment not currently in use; used vehicle components and parts not currently in use; used furniture other than that designed for outdoor use or that which would normally be considered as antique furniture; used and/or inoperative residential lawn care equipment and machinery not currently in use; used pallets, windows or doors not currently in use; new or used sheet metal, structural steel and/or chain not currently in use; used and/or inoperable vending machines, radios and/or televisions, or other electronic devices not currently in use; and any other type of used and/or inoperable machinery or equipment not currently in use.

ORDINANCE HIGHLIGHTS

DEFINITIONS

Nuisance shall mean any condition, object, material or matter that is dangerous or detrimental to human life or health; or that renders the ground, the water, the air or food a hazard or likely to cause injury to human life or health, or that is offensive to the senses, or that threatens to become detrimental to the public health; and shall include but not be limited to: Any abandoned wells, shafts or basements, abandoned refrigerators, stagnant or unwholesome water, sinks, privies, filth, carrion, rubbish, junk, trash, debris or refuse, impure or unwholesome matter of any kind, any objectionable, unsightly, or unsanitary matter of whatever nature.

ORDINANCE HIGHLIGHTS

DEFINITIONS

Refuse shall mean heterogeneous accumulation of worn out, used, broken, rejected or worthless materials, including but not limited to, garbage, rubbish, paper or litter, and other decayable or nondecayable matter.

Trash & debris shall mean all manner of refuse including, but not limited to: Mounds of dirt; piles of leaves; grass and weed clippings; paper trash; useless fragments of building material; rubble; furniture, other than furniture designed for outside use; items of salvage, such as scrap metal and wood; old barrels; old tires; tree and brush trimmings; and other miscellaneous wastes or rejected matter.

ORDINANCE HIGHLIGHTS

HOW IT WORKS

- Accumulations of junk & debris (broadly defined by definition section) is declared a public nuisance and prohibited
- Grass regulations renewed from existing ordinance and updated to reflect current State law
- Prescribes notice requirements, as outlined by State law
- Provides City the legal authority to abate (i.e. cure) as outlined by State law (when necessary, as voluntary compliance is preferred method)
- Prescribes lien procedures, as outlined by State law (if abatement process is needed)

STAFF RECOMMENDATION

- ✓ Code Compliance, Legal, City Manager, and Planning have all reviewed the proposed changes
- ✓ Staff recommends approval of the proposed ordinance changes to allow the City to meaningfully address nuisance issues (junk, trash, debris, & vegetation) in compliance with State law

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 6 TITLED "HEALTH AND SANITATION" BY REMOVING SECTION 6-7 TITLED "WEEDS, BRUSH AND OBJECTIONABLE VEGETATION" IN ITS ENTIRETY AND REPLACING IT WITH A NEW SECTION 6-7 TITLED "NUISANCES AND VEGETATION" SETTING FORTH NEW REGULATIONS FOR NUISANCES AND ACCUMULATED VEGETATION; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That the City of Sachse Code of Ordinances is amended by amending Chapter 6 titled "Health and Sanitation", by removing Section 6-7 titled "Weeds, brush and objectionable vegetation" in its entirety and replacing it with a new Section 6-7 entitled "Nuisances and vegetation", to read as follows:

"Chapter 6

HEALTH AND SANITATION

...

Sec. 6-7. Nuisances and vegetation.

A. *Definitions.* For purposes of this section, the following words and phrases shall have the meanings respectively ascribed to them by this subsection:

Abate shall mean to eliminate or remedy by removal, repair, rehabilitation, or demolition.

Brush shall mean scrub vegetation or dense undergrowth.

Carrion shall mean the dead and putrefying flesh of any animal, fowl or fish.

City shall mean the City of Sachse, Texas.

Dump shall mean to dispose, discharge, place, deposit, throw, leave, sweep, scatter, unload, or toss on or into land or water.

Filth shall mean any matter in a putrescent state.

Garbage shall mean solid waste that is putrescible animal and vegetable waste materials from the handling, preparation, cooking, or consumption of food, including waste materials from markets, storage facilities, and the handling and sale of produce and other food products.

Impure or unwholesome matter shall mean any putrescible or nonputrescible condition, object or matter which tends to, may or could cause injury, death or disease to human beings.

Includes and *including* are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

Junk shall mean all worn out, worthless or discarded material, including but not limited to any of the following materials, or parts of said materials or any combination thereof: New or used iron, steel or nonferrous metallic scrap, brass or waste materials; used and/or inoperative household appliances, household electrical or plumbing fixtures, floor coverings and/or window coverings not currently in use; used lumber, brick, cement block, wire, tubing and pipe, tubs, drums, barrels, and/or roofing material not currently in use; air conditioning and heating equipment not currently in use; used vehicle components and parts not currently in use; used furniture other than that designed for outdoor use or that which would normally be considered as antique furniture; used and/or inoperative residential lawn care equipment and machinery not currently in use; used pallets, windows or doors not currently in use; new or used sheet metal, structural steel and/or chain not currently in use; used and/or inoperable vending machines, radios and/or televisions, or other electronic devices not currently in use; and any other type of used and/or inoperable machinery or equipment not currently in use.

Matter shall mean that of which any physical object is composed.

Nuisance shall mean any condition, object, material or matter that is dangerous or detrimental to human life or health; or that renders the ground, the water, the air or food a hazard or likely to cause injury to human life or health, or that is offensive to the senses, or that threatens to become detrimental to the public health; and shall include but not be limited to: Any abandoned wells, shafts or basements, abandoned refrigerators, stagnant or unwholesome water, sinks, privies, filth, carrion, rubbish, junk, trash, debris or refuse, impure or unwholesome matter of any kind, any objectionable, unsightly, or unsanitary matter of whatever nature.

Objectionable, unsightly or unsanitary matter shall mean any matter, condition or object which is objectionable, unsightly or unsanitary to a person of ordinary sensitivities.

Owner shall mean any person or entity shown as the property owner on the latest property tax assessment rolls of the city or county, or any person having or claiming to have any legal or equitable interest in the property, or any person claiming, occupying or having supervision or control of any property, including any tenant of the property and any agent who is responsible for managing, leasing or operating the property.

Person shall mean any individual, firm, partnership, association, business, corporation, or any other entity recognized at law.

Property shall mean all land, occupied or unoccupied, and any improvements located on or within such land, including any building or other structure designed or used for residential, commercial, business, industrial, or religious purposes. The term shall also include a yard, ground, wall, driveway, fence, porch, steps or other structure appurtenant to the land.

Putrefaction shall mean decomposition of organic matter resulting in production of foul-smelling matter; or putrefied matter; or the condition of being putrefied.

Putrescible shall mean subject to putrefaction.

Refuse shall mean heterogeneous accumulation of worn out, used, broken, rejected or worthless materials, including but not limited to, garbage, rubbish, paper or litter, and other decayable or nondecayable matter.

Rubbish shall mean nondecayable waste from a public or private establishment or residence.

Trash and *debris* mean all manner of refuse including, but not limited to: Mounds of dirt; piles of leaves; grass and weed clippings; paper trash; useless fragments of building material; rubble; furniture, other than furniture designed for outside use; items of salvage, such as scrap metal and wood; old barrels; old tires; tree and brush trimmings; and other miscellaneous wastes or rejected matter.

Vegetative growth shall mean any grass, weeds, shrubs, trees, brush, bushes, vines, or other plant material.

Waste or *litter* shall mean nondecayable solid waste or decayable waste as defined in V.T.C.A., Health and Safety Code § 365.011.

Weeds shall mean any vegetation that because of its height is objectionable, unsightly or unsanitary, excluding: Shrubs, bushes and trees, cultivated flowers, and cultivated crops.

B. *Prohibited accumulations, dumping, stagnant water, trash, and other unsightly or unsanitary matter declared a nuisance.*

- (1) It is unlawful and declared a nuisance for an owner of property within the corporate limits of the city to permit or allow any stagnant or unwholesome water, sinks, refuse, filth, carrion, weeds, rubbish, brush, trash, debris, junk, garbage, impure or unwholesome matter of any kind, or objectionable or unsightly matter of whatever nature to accumulate or remain upon such property or within any public easement on or across such property or upon any adjacent public street or alley right-of-way between the property line of such property and where the paved surface of the street or alley begins.

- (2) It shall be unlawful and declared a nuisance for any person to dump, or permit to be dumped, upon or along any drain, gutter, alley, sidewalk, street, park, right-of-way, vacant land, body of water, or any other public or private property within the city, any unwholesome water, refuse, rubbish, trash, debris, filth, carrion, weeds, brush, junk, garbage, impure or unwholesome matter of any kind, or other objectionable or unsightly matter of whatever kind.
- (3) It shall be the duty of the owner of property within the city to keep the sidewalks in front of such property free and clear of all such matter described in subsections (1) and (2), and to fill up, drain, or regrade any such property which shall have stagnant water thereon, and to cleanse and disinfect any such property from refuse, rubbish, trash, filth, carrion, or objectionable, unsightly or unsanitary matter of any kind, or other impure or unwholesome matter of any kind.

C. *Weeds, brush, and other objectionable matter.*

- (1) It shall be unlawful and declared a nuisance for an owner of any property within the city to permit weeds, grass, or any objectionable or unsightly matter, to accumulate or grow to a height greater than 12 inches upon such property within 150 feet of any property line of such property which abuts any street right-of-way, alley, utility easement, subdivided property, or any buildings or other structures. Exceptions:
 - (a) Hay which is being cultivated on property that has been granted an agricultural property tax exemption on the most recent tax roll as certified by the County Appraisal District.
 - (b) Regularly cultivated row crops; provided such crops shall not be allowed to grow within the right-of-way, or easement; nor shall they be allowed to obstruct the necessary view to and from adjacent rights-of-way.
 - (c) Within ten feet of any property line where the property is zoned agricultural.
 - (d) Landscaping that is maintained and in compliance with Chapter 11 of the city's Code of Ordinances titled, Xeriscaping.
 - (e) Open space land located on or adjacent to the floodplain (riparian buffers, creeks, U.S. Army Corps of Engineers easements, or other designated shorelines) may be left in its natural state to help filter runoff, prevent erosion, increase vegetation and shade, improve water quality, and other conservation benefits, subject to discretionary review and approval by the city manager or his/her designee. The extent, to which these areas are maintained, whether owned privately, by an HOA, or by a governmental entity, shall be determined on a case by case basis by city staff. Operations, environmental benefits, cost of maintenance, accessibility,

proximity to floodplain and water, public use of the property, threat of fire, aesthetic factors, and other variables may be considered by staff.

- (2) It shall be the duty of an owner of property within the city to keep the area from the property line of the owner's property to the curb line adjacent to it or if there is no curb line, then to the centerline of any adjacent unpaved street or the edge of the pavement of such street free of any condition or matter deemed a nuisance.

D. *Inspections.*

- (1) For the purpose of ascertaining whether violations of this article exist, the City Manager or his/her designee, is authorized to enter property at a reasonable time to inspect, investigate, or abate a nuisance or other violation of this article or to enforce this article, in accordance with law.
- (2) If an inspection or investigation of property is sought from an owner of property but is refused, the City Manager or his/her designee, shall have every recourse provided by law, including an administrative search warrant and/or injunction to secure entry. If the owner of property cannot be identified or located, the City Manager or his/her designee, may enter the property to the extent allowed by law. The City Manager or his/her designee is designated as a code enforcement official of the city to be issued a search warrant as authorized by V.T.C.A., Code of Criminal Procedure, § 18.05, as the same may be amended or superseded.

E. *Duty of owner to cut and remove weeds, brush, and unsightly matter.* It shall be the duty of an owner of property to drain and/or fill any such property or portion thereof which is unwholesome, contains stagnant water, or in any other condition that may produce disease. It shall be the duty of an owner of property to cut and remove all weeds, brush, vegetative growth, and other objectionable or unsightly matter as often as may be necessary to comply with section C, and to use every precaution to prevent the same from occurring, growing, or accumulating on such property.

F. *Notice of violation and to abate; failure to comply; correction by city.*

- (1) If property within the city is in violation of this article, the City Manager or his/her designee, shall give notice, in accordance with this section, to an owner of property that such property is in violation of this article and the nature of the violation.
- (2) If the owner of property for which such notice has been given does not comply with the terms of this article and the demand for compliance as set forth in the notice within seven days of the notice of a violation, the city may:
 - (a) Do or cause to be done the work or make or cause to be made the improvements required to obtain compliance with this article; and

- (b) Pay for the work done or improvements made and charge the expenses to the owner of the property. The city shall be entitled to reimbursement of all such expenses. All such expenses incurred in doing or in having such work done shall be a charge to, and a personal liability of, such owner.
- (3) The notice must be given:
 - (a) Personally to the owner in writing;
 - (b) By letter addressed to the owner at the owner's address as recorded in the appraisal district records of the appraisal district in which the property is located; or
 - (c) If personal service cannot be obtained by:
 - (i) Publication at least once;
 - (ii) Posting the notice on or near the front door of the primary building on the property to which the violation relates; or
 - (iii) Posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates.
 - (d) If notice is mailed to the owner of property in accordance with subsection (3)(b) of this section, and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered as delivered. If notice is returned for reason other than "refused" or "unclaimed" then notice shall be made as stated in subsection (3)(c) of this section.
 - (e) In a notice provided under this section, the city may inform the owner of property by regular mail and a posting on the property, or by personally delivering the notice, that if the owner commits another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the city, without further notice may correct the violation at the owner's expense and assess the expense against the property. If the violation covered by a notice under this subsection occurs within the one-year period, and the city has not been informed in writing by the owner of an ownership change, then the city without notice may take any action permitted by subsections 2(a) and (2)(b) of this section and assess its expenses as provided by section H.

G. *Additional authority to abate nuisance.*

- (1) The city may abate, without notice, weeds that:

- (1) Have grown higher than 48 inches; or
 - (2) Are an immediate danger to the health, life or safety of any person.
- (2) Not later than the tenth day after the date the city abates weeds under this section; the city shall give notice to the property owner in the manner required by section F. The notice shall contain:
- (a) An identification, which is not required to be a legal description, of the property;
 - (b) A description of the violations of this article that occurred on the property;
 - (c) A statement that the city abated the weeds; and
 - (d) An explanation of the property owner's right to request an administrative hearing about the city's abatement of the weeds.
- (3) The city shall conduct an administrative hearing before municipal courts on the abatement of weeds under this section if, not later than the 30th day after the date of the abatement of the weeds, the property owner files with the city a written request for a hearing.
- (4) An administrative hearing conducted under this section shall be conducted not later than the 20th day after the date a request for a hearing is filed. The owner may testify or present any witnesses or written information relating to the city's abatement of the weeds.
- (5) The city may assess expenses and create liens under this section as it assesses expenses and creates liens under section H. A lien created under this section is subject to the same conditions as a lien created under section H.
- (6) The authority granted the city by this section is in addition to the authority granted by section F.

H. *Assessment of expenses; lien.*

- (1) Any and all expenses incurred by the city under or pursuant to this article may be assessed against the property on which the work is done or improvements made in addition to an abatement administrative fee as approved in the master fee schedule for the City of Sachse.
- (2) In order to obtain a lien against the property, the City Manager or his/her designee, must file a statement of expenses with the county clerk of the county in which the property is located. The lien statement shall be filed in the real property records of the said county. The lien statement must state the name of the

owner, if known, and the legal description of the property. The lien attaches upon the filing of the lien statement with the county clerk.

- (3) The lien obtained by the city is security for the expenditures made and interest accruing at the rate of ten percent on the amount due from the date of payment by the city.
- (4) The city shall charge a lien filing and release administrative fee for expenses incurred associated with the filing and release of the lien, as approved in the master fee schedule for the City of Sachse.
- (5) The lien is inferior only to:
 - (a) Tax liens; and
 - (b) Liens for street improvements.
- (6) The city attorney may bring a suit for foreclosure in the name of the city to recover the expenditures and interest due.
- (7) The city attorney may foreclose a lien on property under this section in a proceeding relating to the property brought under V.T.C.A., Tax Code ch. 33, subch. E, as amended or superseded.
- (8) The statement of expenses or a certified copy of the statement is prima facie proof of the expenses incurred by the city in doing or causing to be done the work or making or causing to be made the improvements.
- (9) The remedy provided by this section is in addition to any fines or civil penalties that may be assessed.

I. *Enforcement.* The provisions of this article shall be enforced by the City Manager or his/her designee, and it shall be unlawful for any person to interfere with or hinder any such person in the exercise of that person's duties under this article.

J. *Violation; penalty for failure to comply.*

- (1) It shall be unlawful for any person to violate any provision of this article, and after any period of notice which may be required hereunder, any such violation shall be punishable, upon conviction, by a fine in an amount not to exceed \$2,000.00. A separate offense shall be deemed committed upon each day during or on which a violation or failure to comply occurs or continues to occur. This section shall be in addition to and cumulative of the provisions for abatement of a nuisance by the city and charging the cost of same against the owner of the property.

- (2) Notwithstanding the foregoing, any violation of any provision of this article which constitutes an immediate danger or threat to the health, safety and welfare of the public may be enjoined in a suit brought by the city for such purpose.”

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

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

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

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

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

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

APPROVED:

Mike J. Felix
Mayor

DULY ENROLLED:

Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

Peter G. Smith
City Attorney
(03-16-2017/84573)



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3750	Version:	1	Name:	Junked Vehicles Ordinance 4-03-17
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	3/23/2017	In control:		In control:	City Council
On agenda:	4/3/2017	Final action:		Final action:	
Title:	Consider an ordinance amending Chapter 9 titled "Traffic Regulations" by amending Section 9-7 titled "Abandoned and Junked Motor Vehicles" by setting forth new regulations.				

Sponsors:

Indexes:

Code sections:

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

Date	Ver.	Action By	Action	Result
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Title

Discuss and act on proposed revisions to Chapter 9 (Traffic Regulations), Section 7 (Abandoned & Junked Motor Vehicles) of the Code of Ordinances, to modify Junked Vehicle regulations.

Overview

- The substantive content of the 1971 Junked Vehicle ordinance is not proposed for revision
- Only procedural elements and definitions are being updated for conformance to current State law (V.T.C.A. Chapter 683 of Transportation Code)
- Nothing in the ordinance (current or proposed) prevents an individual from working on his/her vehicle on private property
- The current ordinance requires a vehicle to be inoperable for 45 days before it is a violation
- The City Council suggested a 30 day period for the new ordinance

Hobbyist Vehicles

- The 1971 ordinance requires antique and special interest vehicles (i.e. hobbyist) to be stored lawfully
- Lawful storage options include inside an enclosed building (e.g. garage) or otherwise screened from public view such as behind a fence

Recommendation

- ✓ Code Compliance, Legal, City Manager, and Planning have all reviewed the proposed changes

- ✓ Staff recommends approval of the proposed ordinance changes to the junked vehicle regulations to be in compliance with State law



JUNKED VEHICLES

CITY COUNCIL

APRIL 3, 2017

REQUEST

Discuss and act on proposed revisions to Chapter 9 (Traffic Regulations), Section 7 (Abandoned & Junked Motor Vehicles) of the Code of Ordinances, to modify Junked Vehicle regulations.

OVERVIEW

- The substantive content of the 1971 Junked Vehicle ordinance is not proposed for revision
- Only procedural elements and definitions are being updated for conformance to current State law (V.T.C.A. Chapter 683 of Transportation Code)
- Nothing in the ordinance (current or proposed) prevents an individual from working on his/her vehicle on private property
- The current ordinance requires a vehicle to be inoperable for 45 days before it is a violation
- Council suggested a 30 day period for the new ordinance

HOBBYIST VEHICLES

- The 1971 ordinance requires antique and special interest vehicles (i.e. hobbyist) to be stored lawfully
- Lawful storage options include inside an enclosed building (e.g. garage) or otherwise screened from public view such as behind a fence

STAFF RECOMMENDATION

- ✓ Code Compliance, Legal, City Manager, and Planning have all reviewed the proposed changes
- ✓ Staff recommends approval of the proposed ordinance changes to the junked vehicle regulations to be in compliance with State law

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 9 TITLED "TRAFFIC REGULATIONS" BY AMENDING SECTION 9-7 TITLED "ABANDONED AND JUNKED MOTOR VEHICLES" BY SETTING FORTH NEW REGULATIONS; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO HUNDRED DOLLARS (\$200.00); AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That the City of Sachse Code of Ordinances is amended by amending Chapter 9 titled "Traffic Regulations", by amending Section 9-7 titled "Abandoned and junked motor vehicles", to read as follows:

"Chapter 9

TRAFFIC REGULATIONS

...

Sec. 9-7. Abandoned and junked motor vehicles.

A. *Definitions.* For purposes of this section, the following words and phrases shall have the meanings respectively ascribed to them by this subsection:

- (1) *Abandoned motor vehicle.* A motor vehicle that:
 - (a) Is inoperable, is more than five years old, and has been left unattended on public property for more than 48 hours; or
 - (b) Has remained illegally on public property for more than 48 hours; or
 - (c) Has remained on private property without the consent of the owner or person in charge of the property for more than 48 hours; or
 - (d) Has been left unattended on the right-of-way of a designated county, state, or federal highway for more than 48 hours; or
 - (e) Has been left unattended for more than 24 hours on the right-of-way of a turnpike project constructed and maintained by the Texas Turnpike

Authority Division of the Texas Department of Transportation or a controlled access highway; or

- (f) Is considered an abandoned motor vehicle under V.T.C.A., Transportation Code § 644.153(r).

Antique vehicle. A passenger car or truck that is at least 25 years old.

Inoperable. Means not capable of being used or operated due to legal or mechanical incapability.

Junked vehicle. A vehicle that is self-propelled and:

- (1) Displays an expired/invalid motor vehicle registration certificate, or does not display a motor vehicle registration;
- (2) Is:
 - (a) Wrecked, dismantled, or partially dismantled, or discarded; or
 - (b) *Inoperable* and has remained inoperable for more than:
 - 1. Seventy-two (72) consecutive hours, if the vehicle is on public property; or
 - 2. Thirty (30) consecutive days, if the vehicle is on private property.

Motor vehicle. A vehicle that is subject to registration under V.T.C.A. Transportation Code, ch. 501, as amended or superseded.

Motor vehicle collector: A person who:

- (1) Owns one or more antique or special interest vehicles; and
- (2) Acquires, collects, or disposes of an antique or special interest vehicle or part of an antique or special interest vehicle for personal use to restore and preserve an antique or special interest vehicle for historic interest.

Outboard motor. An outboard motor subject to registration under V.T.C.A., Parks and Wildlife Code, ch. 31, as amended or superseded.

Special interest vehicle: A motor vehicle of any age that has not been changed from original manufacturer's specifications and, because of its historic interest, is being preserved by a hobbyist.

Watercraft. A vessel subject to registration under V.T.C.A., Parks and Wildlife Code ch. 31, as amended or superseded.

B. *Public nuisance.* A junked vehicle, including a part of a junked vehicle that is visible at any time of the year from a public place or public right-of-way:

- (1) Is detrimental to the safety and welfare of the public;
- (2) Tends to reduce the value of private property;
- (3) Invites vandalism;
- (4) Creates a fire hazard;
- (5) Is an attractive nuisance creating a hazard to the health and safety of minors;
- (6) Produces urban blight adverse to the maintenance and continuing development of the city; and
- (7) Is a public nuisance.

C. *Offense.*

- (1) A person commits an offense if the person maintains a public nuisance described by Section A of this article.
- (2) An offense under this division is a misdemeanor punishable by a fine not to exceed \$200.00.

D. *Procedure for disposition of junked vehicle.* The procedure for the abatement and removal of a junked vehicle thereof as a public nuisance from private property, public property, or public right-of-way shall be as follows:

- (1) *Notice.* After a determination is made by the City Manager or his/her designee, or other appropriate city employee (each such person being a regularly salaried, full time employee of the city) that a particular vehicle is a junked vehicle, or after an order is issued by the municipal court pursuant to subsections D(2) and D(3) of this article, there shall be provided not less than ten days' notice of the nature of the nuisance.
 - (a) Such notice must be personally delivered or sent by certified mail with a five-day return requested to:
 1. The last known registered owner of the nuisance;
 2. Each lienholder of record of the nuisance; and

3. The owner or occupant of:
 - i. the property on which the nuisance is located; or
 - ii. if the nuisance is located on a public right-of-way, the property adjacent to the right-of-way.

If the post office address of the last known registered owner of the nuisance is unknown, notice may be placed on the nuisance or, if the owner is located, personally delivered. If the notice is returned undelivered, action to abate the nuisance shall be continued to a date not earlier than the 11th day after the date of the return.

(b) The notice must state that:

1. The nuisance must be abated and removed not later than the 10th day after the date on which the notice was personally delivered or mailed;
2. Any request for a hearing must be made before that ten (10) day period expires;
3. If the vehicle is not removed and abated within the said ten (10) day period, a public hearing will be held on the abatement and removal (which hearing, if requested by a person for whom notice is required under subsection (1)a.3 shall not be earlier than the 11th day after the date of the service of the notice); and
4. The date, time and place of the hearing (if known at the time the notice is sent).

(2) *Hearing.*

- (a) If the junked vehicle is not removed and abated within the prescribed time period, the municipal court judge of the city shall hold a public hearing on the abatement and removal of the junked vehicle. At the hearing, the municipal court judge shall hear and consider all relevant evidence, objections or protests and shall receive testimony from owners, witnesses, city personnel and interested persons relative to such alleged public nuisance. The hearing may be continued from time to time.
- (b) At the hearing, the junked motor vehicle is presumed, unless demonstrated otherwise by the owner, to be inoperable.
- (c) Following the hearing, the municipal court judge shall consider all evidence and determine whether the vehicle or any part thereof,

constitutes a public nuisance as alleged. If the municipal court judge finds that a public nuisance does exist and that there is sufficient cause to abate the nuisance, and that the notice requirements provided in this article have been met, the municipal court judge shall make a written order setting forth the judge's findings and ordering that the nuisance be abated.

- (d) If the information is available at the location of the nuisance, the order requiring removal of the nuisance must include the vehicle's:
 - 1. Description;
 - 2. Vehicle identification number; and
 - 3. License plate number.

In addition, the order must state that the vehicle will be disposed of in accordance with the Texas Transportation Code.

- (e) The relocation of a junked vehicle that is a public nuisance to another location within the corporate limits of the city after a proceeding for the abatement and removal of the public nuisance has commenced has no effect on the proceeding if the junked vehicle constitutes a public nuisance at the new location.

(3) *Abatement of nuisance.*

- (a) In the event the municipal court judge orders abatement of the nuisance, the city or any duly authorized person may abate such public nuisance by removal and disposal of the junked vehicle.
- (b) Not later than the 5th day after the date of the removal, notice identifying the vehicle or part of the vehicle must be given to the Texas Department of Transportation.

E. *Junked vehicles need not to be reconstructed or made operable after removal.* After any junked vehicle has been removed under the authority of this article, it shall not be reconstructed or made operable again.

F. *Disposal of junked vehicles.* Any junked vehicle taken into custody by the city, or any duly authorized person pursuant to this article, shall be disposed of in accordance with application provisions of V.T.C.A., Transportation Code ch. 683, as amended or superseded.

G. *Application.* The provisions of this article shall apply to a vehicle or vehicle part that is:

- (1) Completely enclosed in a building in a lawful manner and is not visible from the street or other public or private property; or
- (2) Stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer or junkyard, or that is an antique or special interest vehicle stored by a motor vehicle collector on the collector's property, if the vehicle or part and the outdoor storage area, if any, are:
 - (a) Maintained in an orderly manner;
 - (b) Not a health hazard; and
 - (c) Screened from ordinary public view by appropriate means, including a fence. For purposes hereof, a car cover is not an appropriate means to screen a vehicle or vehicle part.

H. *Enforcement.*

- (a) Any regularly salaried, full-time city employee is authorized to enforce this article. Such employee may issue a warning or a citation before issuing a notice.
- (b) Upon conviction on a citation issued under this article, the municipal court judge shall order that the vehicle be abated and removed within a prescribed period of time, subject to the terms and provisions of this article.
- (c) The enforcement remedies authorized under this article shall not be deemed exclusive, and the city reserves the right to seek any enforcement remedy available at law, in equity, or otherwise. The failure of the city to seek enforcement of this article by any means provided for hereunder shall not foreclose the enforcement of this article by any other means.

I. *Taking into custody.* The police department of the city may take into custody an abandoned motor vehicle, watercraft, or outboard motor found on public or private property. The police department may use its own personnel, equipment, and facilities or contract for other personnel, equipment, and facilities, to remove, preserve, store, send notice regarding, and dispose of an abandoned motor vehicle, watercraft or outboard motor it takes into custody.

J. *Notice.* The police department shall send notice of abandonment of a vehicle, watercraft, or outboard motor taken into custody to:

- (1) The last known registered owner of each motor vehicle, watercraft, or outboard motor (i) taken into custody by the police department, or (ii) for which a report is received pursuant to V.T.C.A., Transportation Code § 683.031, as amended or superseded; and

- (2) Each lienholder recorded under V.T.C.A, Transportation Code, ch. 501 (as amended or superseded) for the motor vehicle or under V.T.C.A., Parks and Wildlife Code ch. 31, (as amended or superseded), for the watercraft or outboard motor.

K. *Contents of notice.* The notice under section J must:

- (1) Be sent by certified mail not later than the 10th day after the date the police department:
 - (a) Takes the abandoned motor vehicle, watercraft, or outboard motor into custody; or
 - (b) Receives the garagekeeper's report under V.T.C.A., Transportation Code § 683.031;
- (2) Specify the year, make, model, and identification number of the abandoned motor vehicle, watercraft, or outboard motor;
- (3) Give the location of the facility where the abandoned motor vehicle, watercraft, or outboard motor is being held;
- (4) Inform the owner and lienholder of the right to claim the abandoned motor vehicle, watercraft, or outboard motor not later than the 20th day after the date of the notice on payment of:
 - (a) Towing, preservation, and storage charges; or
 - (b) Garagekeeper's charges and fees under V.T.C.A., Transportation Code, § 683.032, and if the vehicle is a commercial motor vehicle impounded under V.T.C.A., Transportation Code § 644.153(q) (as amended or superseded), the delinquent administrative penalties and costs; and
- (5) State that failure of the owner or lienholder to claim the abandoned motor vehicle, watercraft, or outboard motor during the period specified by subsection K(4) is:
 - (a) A waiver by that person of all right, title, and interest in the item; and
 - (b) Consent to the sale of the item at a public auction.

L. *Notice by publication.* Notice by publication in one newspaper of general circulation in the city is sufficient notice under this division if:

- (1) The identity of the last registered owner cannot be determined;
- (2) The registration has no address for the owner; or

- (3) The determination with reasonable certainty of the identity and address of all lienholders is impossible.

Notice by publication (i) must be published in the same period that is required by section K for notice by certified mail and contain all of the information required by that section, and (ii) may contain a list of more than one abandoned motor vehicle, watercraft, or outboard motor.

M. *Storage fees.* The police department or the agent of the police department that takes into custody an abandoned motor vehicle, watercraft, or outboard motor is entitled to reasonable storage fees:

- (1) For not more than ten (10) days, beginning on the day the item is taken into custody and ending on the day the required notice is mailed; and
- (2) Beginning on the day after the day the police department mails notice and ending on the day accrued charges are paid and the vehicle, watercraft, or outboard motor is removed.

N. *Auction or use of abandoned items; waiver of rights.*

- (1) If an abandoned motor vehicle, watercraft, or outboard motor is not claimed after providing the required notice as set forth in this Chapter:
 - (a) The owner or lienholder:
 1. Waives all rights and interests in the item; and
 2. Consents to the sale of the item by public auction or the transfer of the item, if a watercraft, as provided in V.T.C.A., Transportation Code, § 683.014(d), (as amended or superseded); and
 - (2) The police department may sell the item at a public auction, transfer the item, if a watercraft, as provided in V.T.C.A., Transportation Code § 683.014(d), (as amended or superseded), or use the item as provided by section O of this article.
 - (3) Proper notice of the auction shall be given. A garagekeeper who has a garagekeeper's lien shall be notified of the time and place of the auction.
 - (4) The purchase of an abandoned motor vehicle, watercraft, or outboard motor:
 1. Takes title free and clear of all liens and claims of ownership;
 2. Shall receive a sales receipt from the police department; and

3. Is entitled to register the motor vehicle, watercraft, or outboard motor and receive a certificate of title.

O. *Auction proceeds.*

- (1) The police department is entitled to reimbursement from the proceeds of sale of an abandoned motor vehicle, watercraft, or outboard motor for:
 - (a) The cost of the auction;
 - (b) Towing, preservation, and storage fees resulting from the taking into custody; and
 - (c) The cost of notice or publication as required by sections I, J, and L of this article.
- (2) After deducting the reimbursement allowed under subsection (a) of this section, the proceeds of the sale shall be held for 90 days for the owner or lienholder of the item.
- (3) After the 90-day period provided in subsection (2) of this section, proceeds unclaimed by the owner or lienholder shall be deposited in an account that may be used for the payment of auction, towing, preservation, storage, and notice and publication fees resulting from taking other vehicles, watercraft, or outboard motors into custody if the proceeds from the sale of the other items are insufficient to meet those fees.
- (4) The city may transfer funds in excess of \$1,000.00 from the account described in subsection (c) of this section to the city's general revenue account to be used by the police department.

P. *Police department use of certain abandoned motor vehicles.*

- (1) The police department may use an abandoned motor vehicle, watercraft, or outboard motor for department purposes if the item is not claimed as provided for in this article.
- (2) If the police department discontinues the use of an abandoned motor vehicle, watercraft, or outboard motor, the department shall auction the item.
- (3) This section does not apply to a vehicle on which there is a garagekeeper's lien.

Q. *Disposal of vehicle abandoned in storage facility.*

- (1) The police department shall take into custody an abandoned vehicle left in a storage facility (as described in V.T.C.A., Transportation Code § 683.031, as

amended or superseded) that has not been claimed in the period provided by notice required under sections I. and J. of this division.

- (2) The police department may use such a vehicle as authorized by section P or sell the vehicle at auction as provided by section N. If the vehicle is sold, the proceeds of the sale shall first be applied to a garagekeeper's charges for providing notice regarding the vehicle and for service, towing, impoundment, storage, and repair of the vehicle.
- (3) As compensation for expenses incurred in taking the vehicle into custody and selling it, the police department shall retain:
 - (a) Two percent of the gross proceeds of the sale of the vehicle; or
 - (b) All the proceeds if the gross proceeds of the sale are less than \$10.00.
- (4) Surplus proceeds from the sale shall be distributed as provided by section N. of this division.
- (5) If the police department does not take the vehicle into custody before the 31st day after the date the vehicle was reported abandoned under V.T.C.A., Transportation Code § 683.031, (as amended or superseded), the police department may not take the vehicle into custody, and the storage facility may dispose of the vehicle as set forth in V.T.C.A., Transportation Code § 683.034(e), (as amended or superseded).

R. *Demolition of abandoned motor vehicles.* The procedures for handling the demolition of an abandoned motor vehicle shall be in accordance with V.T.C.A., Transportation Code, ch. 683, subch. D, as amended or superseded.”

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

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

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

SECTION 5. That any person, firm, or corporation violating any provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction shall be punished by a fine not to exceed the sum of Two

Hundred Dollars (\$200.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

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

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

APPROVED:

Mike J. Felix
Mayor

DULY ENROLLED:

Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

Peter G. Smith
City Attorney
(02-22-2017/83195)



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3753	Version:	1	Name:	Dallas County PSA - Miles Road Traffic Signal & Pedestrian Crossing Improvements
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	3/28/2017	In control:		In control:	City Council
On agenda:	4/3/2017	Final action:		Final action:	
Title:	Consider approval of a Project Specific Agreement by and between the City of Sachse and Dallas County to fund the construction of traffic and pedestrian improvements on Miles Road in front of Sachse High School.				

Sponsors:

Indexes:

Code sections:

Attachments: [Presentation](#)
[Miles Rd-City of Sachse PSA](#)

Date	Ver.	Action By	Action	Result
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Title

Consider approval of a Project Specific Agreement by and between the City of Sachse and Dallas County to fund the construction of transportation and pedestrian improvements on Miles Road in front of Sachse High School.

Background

The traffic on and across Miles Road near Sachse High School is a mix of school related and non-school related transportation activity, creating a dynamic situation during morning and evening hours of peak activity.

In September 2014, Lee Engineering completed a study of the pedestrian and motor vehicle movements on and across Miles Road at Hunters Ridge Drive and Haverhill Lane. The findings included recommendations for two traffic signals, pedestrian improvements, and extending the length of the existing turn lanes into Sachse High School.

The City Council included funding for engineering design of the improvements in the Fiscal Year 2015-16 Budget as shown in the FY 2015-2016 Capital Improvement Plan. The engineering design was completed in the fall of 2016.

The City Council approved funding for 25% of the construction cost in the Fiscal Year 2016-17 Budget, in anticipation of a partnership with Dallas County and Garland ISD to fund the project for construction.

City staff has been working with both Dallas County and Garland ISD to partner on the construction of the proposed improvements. Garland ISD approved an Interlocal Agreement (ILA) to fund 25% of the construction cost at their School Board meeting on February 28th. Dallas County has finalized a

Project Specific Agreement (PSA) for 50% of the construction cost with the City of Sachse.

The PSA states that both the City of Sachse and Garland ISD will each contribute a minimum of \$173,000.00 as the match to the counties contribution of \$346,000.00. Both the City of Sachse and Garland ISD have agreed to fund up to \$175,000.00 each.

The project was awarded to McMahon Contracting, the lowest qualified bidder, with a bid of \$681,210.69. Construction is anticipated to occur during the summer, when school is not in session.

Policy Considerations

The project is identified in the City of Sachse Capital Improvement Plan.

Budgetary Considerations

The FY 16-17 Capital Improvement Plan includes City funding for 25% of the construction cost of the project, in the amount of \$166,250 (25% of the original estimated construction cost). An additional \$6,250.00 in City funds will be provided through the Street Department line item in the General Fund. Garland ISD is funding 25% of the cost of construction, up to \$175,000.00. Per the attached PSA, Dallas County is funding 50% of the cost of construction, up to \$346,000.00.

Staff Recommendations

Staff recommends approval of a Project Specific Agreement by and between the City of Sachse and Dallas County to fund the construction of transportation and pedestrian improvements on Miles Road in front of Sachse High School.



Project Specific Agreement with Dallas County

City Council
April 3, 2017

Overview

- Project Scope
- Project Partners
- Project Funding
- Staff Recommendations

Project Scope

- **Traffic Signals**
 - Install traffic signals on Miles Road at Haverhill and at Hunters Ridge
 - Link the signals to existing signals at Hudson and Bunker Hill
- **Street Improvements**
 - Extend northbound left turn lane at Hunters Ridge and add a second turn lane
 - Extend southbound right turn lane at Hunters Ridge (Bid Alternate #1)
- **Pedestrian Improvements**
 - Provide pedestrian crossing buttons and lights/signs for the traffic signals
 - Upgrade curb ramps and crosswalks at the Hunters Ridge and Haverhill intersections

Project Partners

- The City of Sachse is partnering with Garland ISD and Dallas County to fund the construction of the proposed improvements.
- **Project Partners & Contributions:**
 - Garland Independent School District – 25% funding
 - Dallas County – 50% funding
 - City of Sachse – 25% funding, project management



Project Funding

- Total Project Cost - \$681,210.69
 - per lowest qualified bid received from McMahon Contractors
- Funding Partnership up to \$696,000.00
 - City of Sachse 25%, up to \$175,000.00, including:
 - \$168,750.00 – General Fund (Per 2016-2017 Fiscal Year Budget)
 - \$6,250.00 – Street Maintenance Line Item (Street Department)
 - Garland ISD has agreed per the ILA to fund 25%, up to \$175,000.00
 - Dallas County has agreed per the PSA to fund 50%, up to \$346,000.00

At the completion of the project, any remaining funds will be returned to the project partners in accordance with the PSA and ILA.

**Note: if the alternate bid for the southbound right turn lane extension is not constructed, additional funds will be returned to all project partners accordingly.*

Proposed Timeline

- March 20th
 - City Council to approve PSA with Dallas County
- March 21st – April 30th
 - City to enter into contract with the Contractor
 - Contractor to order all necessary traffic signal equipment
- June 2nd
 - Last day of school (2016-2017)
- June 3rd
 - Construction to begin on-site
- August 11th
 - Construction to be complete
- August 28th
 - First day of school (2017-2018)

Staff Recommendation

- Staff recommends approval of a Project Specific Agreement by and between the City of Sachse and Dallas County for traffic and pedestrian improvements to Miles Road in front of Sachse High School.

**DALLAS COUNTY CAPITAL IMPROVEMENT PROGRAM
PROJECT SPECIFIC AGREEMENT
TO THE MASTER AGREEMENT GOVERNING
MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECTS**

This Project Specific Agreement hereinafter called "PSA" to the Master Agreement Governing Transportation Major Capital Improvement Projects ("Master Agreement") is made by and between the City of Sachse, Texas, hereinafter "City", and the County of Dallas, Texas, hereinafter "County", acting by and through its duly authorized officials, for the purpose of Transportation Improvements on Miles Road from Hunters Ridge Drive to Haverhill Lane, MCIP Project 22806, hereinafter called "Project".

WHEREAS, the City has requested that it be designated as the Lead Agency for the project and will provide the Project Manager; and

WHEREAS, Chapter 791 of the Texas Government Code and Texas Transportation Code Article 472.001 provides authorization for local governments to contract with each other for the performance of governmental functions and services as well as joint funding of road construction or improvement of road or street projects.

NOW THEREFORE THIS PSA is made by and entered into by the City and the County for the mutual consideration stated herein.

Witnesseth

Article I.

Project Specific Agreement

This PSA is to specifically identify the Project, changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement and additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporate each of its terms and conditions. All terms of the Master Agreement remain in full force and effect except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

Article II

Incorporated Documents

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Agreement authorized by County Commissioners Court Order 2011-896 dated May 17, 2011 and additions thereto as incorporated herein.
2. Project Scoping Sheets, attached and incorporated herein as Attachment "A".
3. Current Cost Estimates and Funding Sources attached and incorporated herein as Attachment "B".

Article III

Term of Agreement

This PSA becomes effective when signed by the last party whose signature makes the respective agreement fully executed and shall terminate upon the completion and acceptance of the Project by Dallas County Commissioners Court or upon the terms and conditions in the Master Agreement, Article IV.

Article IV
Project Description

This PSA is entered into by the parties for public transportation improvements on Miles Road from Hunters Ridge Drive to Haverhill Lane, MCIP Project 22806, as more specifically described in Attachment "A", Project Scoping Sheets. This project will facilitate the movement of public transportation to benefit both the City and County. The City has and hereby does give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

Article V
Fiscal Funding

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

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

Article VI
Agreements
County and City Responsibilities

1. City will be the Lead Agency for the Project.
2. City and County mutually agree that the Project limits are Miles Road from Hunters Ridge Drive to Haverhill Lane.
3. The agreed upon Standard Basic Project Design for the project is as defined in the Project Scoping Sheets, Attachment "A". Such design shall be the Standard Basic Project Design for the Project and specifically does not include Paving and Drainage Amenities or Utility Betterments as defined in the Master Agreement. If the City adds relocation or adjustment of City Utilities or Utility Betterments, the City agrees that it will pay 100% of the costs of these additions.
4. The City agrees that County may include any such item as an optional item to the construction bidding. City further agrees to review the bids submitted, the bid specifications, quantities, bid amount and any other item the City shall choose to review and furnish a written acceptance or rejection of the bid within ten (10) days. In the event the bid is accepted, City agrees to

encumber an amount adequate for the total estimated project costs as indicated in Attachment "B".

5. The Project will require the acquisition of road right-of-way which is specifically all real property needed or convenient for roadway and/or drainage purposes as shown in the Project design or right-of-way plans and specifically includes all real property outside of the designed right-of-way needed, if applicable, or convenient to the construction, drainage, interface with adjoining streets or alleys, driveways or other access ways or other Project permanent or temporary easements which is approved by City and County. Such right-of-way acquisition shall be the responsibility of the City as Lead Agency.
6. In order to certify compliance with the expenditure of the Project funding for this PSA, the City agrees to furnish to the County, its Auditor, or its designated representative(s) the unrestricted right to audit any and all accounting and other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditure, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this PSA (records). City contracts and agrees that all records shall be kept and maintained for a period of time not less than four (4) years from the date of the termination of this PSA. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request.
7. The results of any audit may be furnished to City for comment. In the event that any audit shall determine that moneys are owed to County such sums are deemed to be due and payable to Dallas County, Texas, within thirty (30) days of the date of an invoice for such cost being deposited in the us mail and certified mail with return receipt requested.
8. The audit provisions of this agreement shall survive the termination of this agreement until all Project claims to which the County is or may be a party, are fully paid or reduced to judgment not subject to appeal and barred by the Texas Statute regarding limitation of actions.

Article VII

City Responsibilities

1. City will provide project management of the Project from commencement of planning to completion of construction. City will execute the necessary agreements for the implementation of design and construction of the Project mutually agreed upon and incorporated herein by this PSA.
2. City will accomplish all tasks and responsibilities of the Lead Agency as set forth in the Master Agreement.
3. This PSA is City approval of the preferred alignment and the proposed estimated budget.
4. City agrees that it shall be responsible for contractual requirements with each party utilized or related to the completion of the Project. City further agrees that it will include in its contractual or procurement specification all items necessary for full compliance with the rules, regulations and requirements of all City, State and Federal law.
5. City shall coordinate any necessary utility adjustments for construction of the Project.
6. City will work to ensure design and construction is completed in a timely and effective manner.
7. City shall allow the County an opportunity to review design plans, change orders and amendments.
8. City shall enter into an agreement with Garland Independent School District to provide funding in the amount of One Hundred Seventy Three Thousand Dollars and no cents (\$173,000.00).
9. City shall be responsible for maintaining the roadway after the Project is complete.

Article VIII.

County Responsibilities

1. County agrees to participate in the City led project as a funding participant.
2. The County will attend task force meetings, field construction meetings and will retain right during construction to confirm progress through inspection and to review plans, change orders and amendments.
3. Review, comments, approval or acceptance of City, its contractors or subcontractors work by the County shall not constitute nor be deemed either controlling or a release of the responsibility, and liability of City regarding its consultant, employees, subcontractors, agents and consultants for the accuracy and competency of their work. Nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the work prepared.

Article IX.

Funding

County and City mutually agrees to proportionately fund the Direct Project and Program cost as follows:

1. Notwithstanding any provision in the Master Agreement, this PSA, and any amendment thereto, or any other agreement between the parties, the total design and construction cost of the Project is estimated to be Six Hundred Ninety Two Thousand Dollars and no cents (\$692,000.00). County's total obligation to this Project is to provide funding in an amount not to exceed Three Hundred Forty Six Thousand Dollars and no cents (\$346,000.00) for County's share of project construction costs to be paid upon completion of construction, and reduced by all County in- house delivery costs of the total Project cost, estimated to be Ten Thousand Dollars and no cents (\$10,000.00). Project costs may include all County project delivery costs including but not limited to preliminary scoping and research, design review, and construction.
2. The City will have a total obligation to this Project in the amount of One Hundred Seventy Three Thousand Dollars and no cents (\$173,000.00). Garland Independent School District will contribute One Hundred Seventy Three Dollars and no cents (\$173,000.00) to the Project.
3. City agrees, within thirty days notification by County, to encumber an amount adequate for the total estimated Project costs as determined prior to the commencement of the Project. The County will pay Project costs as invoiced by the City.
4. If the total Project costs excluding paving and drainage amenities or utility betterments should exceed this amount, the City and County agree to amend the project's scope to remain within the current estimated not to exceed amount.

Article X

Miscellaneous

1. **Indemnification.** County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
2. No Third Party Beneficiaries, The terms and provisions of this PSA are for the benefit of the

parties hereto and not for the benefit of any third party. It is the express intention of City and County that any entity other than City or County receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.

3. **Applicable Law.** This PSA is and shall be expressly subject to the Sovereign Immunity of County and Governmental Immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This PSA shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this PSA filed by either City or County shall be in Dallas County, Texas.
4. **Notice.** Any notice provided for in this Agreement to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business days after being deposited in the United States Mail, postage prepaid, certified, returned receipt requested, or registered addressed as follows:

To County: County of Dallas
Ms. Alberta L. Blair, P.E.
Director of Public Works
Dallas County Administration Building
411 Elm Street, Fourth Floor
Dallas County, Texas 75202-3389

To City: City of Sachse
Greg Peters
Director of Public Works & Engineering
3815-B Sachse Road
Sachse, Texas 75048

Either party may change its address for notice by giving the other party notice thereof.

5. **Assignment.** This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
6. **Binding Agreement; Parties Bound.** This PSA has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties, their successors and permitted assigns.
7. **Amendment.** This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
8. **Number and Gender.** Words of any gender used in this PSA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
9. **Counterparts.** This PSA 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.
10. **Severability.** If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
11. **Entire Agreement.** This PSA embodies the complete agreement of the parties, supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the PSA.
12. **Contingent.** This Agreement is expressly subject to and contingent upon formal approval by

the Dallas County Commissioners Court and by resolution of the Sachse City Council. This agreement is also contingent upon executed Agreements between the City of Sachse and the Garland Independent School District. If either Agreement terminates, this PSA shall terminate as well.

The City of Sachse, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Dated the ____ day of _____, 2017 .

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

County of Dallas

City of Sachse

Clay Lewis Jenkins, County Judge

By:

Title: _____

Date

Date

Approved as to Form*:

Attest:

Faith Johnson
District Attorney

By: _____
Sherri Turner
Assistant District Attorney

City Secretary / Attorney

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

ATTACHMENT A
**Project Supplemental Agreement to Master Agreement Governing
Transportation Major Capital Improvement Projects**
PROJECT SCOPING SHEETS

Project Name: Miles Road (Turn Bay and Traffic Signal Installations at the Intersections of
Miles Rd. and Hunters Ridge Dr. & Miles Rd. and Haverhill Dr.)

MCIP Project 22806

SPECIFIC R.O.W. ALIGNMENT DESCRIPTION

City Council approves of the Financing, Construction or Improvement on Miles Road beginning at Hunters Ridge Drive and ending at Haverhill Lane, with an approximate width of 120 feet or as otherwise necessary and convenient for construction of the project, as more fully described in the City/NCTCOG Thoroughfare/ Transportation Plan.

LEAD AGENCY:	City of Sachse
LEAD AGENCY'S PROJECT MANAGER:	Greg Peters
CONTACT INFORMATION:	(972) 495-7600
PROJECT LIMITS:	Miles Road from Hunters Ridge Drive to Haverhill Lane
PROJECT LENGTH:	800 feet

PAVEMENT AND ALIGNMENT TOPICS

PAVEMENT SECTION

PAVING DESIGN CRITERIA

City of Sachse Standards

ROW WIDTH:

Existing: Varies 100-120'

Proposed: No change

PAVEMENT WIDTH:

Existing: 4-12' Lanes

Proposed: No change

No. of lanes proposed: No change

PAVEMENT CROSSFALL:

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MCIP Project 22806

PROPOSED	2%
MINIMUM	1%
MAXIMUM	3%

MEDIANS

MEDIAN WIDTH

ANY MID BLOCK OPENINGS TO CONSIDER? ☐ YES ☐ NO

ANY SIDE STREETS TOO CLOSE FOR OPENING? ☐ YES ☒ NO

STANDARD TURN LANE WIDTH

STANDARD NOSE WIDTH

PARKWAY:

Proposed Width

Proposed Sidewalk Width

Parkway cross fall slope maximum

GRADE REQUIREMENTS:

Is TC 6" below adjacent ground criteria to be followed? ☒ YES ☐ NO

Any deep cuts, high fills? ☐ YES ☒ NO

VERTICAL GRADE:

MINIMUM	0.75%
	5%

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MCIP Project 22806

MAXIMUM

CENTERLINE ALIGNMENT POSITION:

IN CENTER OF EXISTING ROW? ☒ YES ☐ NO

OFFSET FROM CENTER? ☐ YES ☒ NO If yes, what distance?

ON BRAND NEW ALIGNMENT? ☐ YES ☒ NO

LEFT TURN LANES: ☒ YES ☐ NO

If yes, are left turn lanes designated or continuous? ☒ DESIGNATED ☐ CONTINUOUS

MINIMUM LENGTH:

MINIMUM STORAGE:

WIDTH:

ANY DUAL LEFT TURN LANES? ☒ YES ☐ NO

ANY FREE RIGHT TURN LANES? ☒ YES ☐ NO

CRASH CUSHIONS/ATTENUATORS INVOLVED? ☐ YES ☒ NO

RAILROAD CROSSINGS INVOLVED? ☐ YES ☒ NO

NOTE: IF CURRENT CROSSING IS NOT USED, IS ABANDONMENT AN OPTION?

☐ YES ☐ NO ☒ N/A

PAVEMENT STRUCTURE

DESIGN WHEEL LOAD

BUS AND HEAVY TRUCK TRAFFIC? ☒ YES ☐ NO

ROADWAY CLASSIFICATION

ATTACHMENT A

Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

Project Name: Miles Road (Turn Bay and Traffic Signal Installations at the Intersections of
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MCIP Project 22806

MINIMUM PAVEMENT STRUCTURE THICKNESS:

MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS:

DESIGN SPEED

POSTED SPEED

DRIVEWAYS

MAXIMUM RESIDENTIAL GRADE (%)

MAXIMUM COMMERCIAL GRADE (%)

MINIMUM COMMERCIAL DRIVEWAY WIDTH

SIDE STREET CONSIDERATIONS:

TURNING RADIUS, MINIMUM

PAVEMENT THICKNESS

COMMERCIAL DRIVEWAY THICKNESS

DRAINAGE TOPICS

STORM SEWER DESIGN CRITERIA:

☐ TxDOT ☒ CITY ☐ HYDRO-35 ☐ TP-40

INLET DEPTHS (APPROPRIATE FOR PAVEMENT THICKNESS)

MINIMUM COVER FOR LATERALS

BRIDGES/BOX CULVERTS INVOLVED? ☐ YES ☒ NO

If yes, specify involvement: ☐ BRIDGE(S) ☐ BOX CULVERT(S)

ATTACHMENT A

Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

Project Name: Miles Road (Turn Bay and Traffic Signal Installations at the Intersections of
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MCIP Project 22806

100 YEAR FLOOD PLAIN CONSIDERATION? ☐ YES ☒ NO

If yes, how many feet of freeboard are required?

PERMITS

COE 404 PERMITS NEEDED ☐ YES ☒ NO

TCEQ PERMIT ☐ YES ☒ NO

CDC PERMIT ☐ YES ☒ NO

EIS ☐ YES ☒ NO

ADA PERMIT ☐ YES ☒ NO

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TxDOT, DFW AIRPORT,
DART, ETC.? ☐ YES ☒ NO

If yes, please document below:

UTILITIES

LIST OF ALL KNOWN UTILITIES:

16" Water-East ROW
12" Sewer- West ROW

DOCUMENT KNOWN RISKS (TRA lines, Transmission Towers, Lone Star Gas Valve
Stations) FOR OUR UTILITY PARTNERS:

Overhead electric
Underground gas, fiber, cable

ARE UTILITIES ON EXISTING STREET R.O.W.? ☒ YES ☐ NO

DO UTILITIES OWN THEIR R.O.W. OR HAVE PREVIOUS EASEMENTS?

ATTACHMENT A

Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

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MCIP Project 22806

☐ YES ☒ NO

If yes, please describe below:

HAS WORK ORDER BEEN ISSUED FOR SUE (Subsurface Utility Engineering)?

☐ YES ☒ NO

ANY UNUSUAL CONSIDERATIONS? ☐ YES ☒ NO

If yes, please document below:

R-O-W ACQUISITION

RIGHT OF WAY CONSTRAINTS, IF ANY, PROVIDE A LIST AND DESCRIPTION
ALONG WITH DATA FOR RISK ASSESSMENT: ☐ YES ☒ NO

ANY NON-ROUTINE, i.e., CEMETARY, JUNK YARD, OLD CHURCHES, SERVICE
STATIONS, CONTAMINATED SOILS, LANDFILLS, NOISE WALL CONSIDERATIONS,
TRAILER PARKS, TREE ORDINANCES? ☐ YES ☒ NO

If yes, please define below:

ANY NON-CONFORMING ISSUES? ☐ YES ☒ NO

R.O.W. MAP NEEDED? ☐ YES ☒ NO

FIELD NOTES NEEDED? ☐ YES ☒ NO

ATTACHMENT A

Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

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Miles Rd. and Hunters Ridge Dr. & Miles Rd. and Haverhill Dr.)

MCIP Project 22806

R.O.W. PLATS NEEDED? ☐ YES ☒ NO

RELOCATION ASSISTANCE INVOLVED? ☐ YES ☒ NO

PARKING/LOSS OF PARKING CONSIDERATIONS? ☐ YES ☒ NO

HISTORICAL SITE CONSIDERATION? ☐ YES ☒ NO

USUAL CITY TOPICS OF CONCERN

DESIGN STANDARDS TO BE USED?

City of Sachse

ORDER OF PRECEDENCE OF STANDARDS

City → NCTCOG → TXDOT

AUXILIARY LANES? ☐ YES ☒ NO

PROVISIONS FOR FUTURE WIDENING? ☐ YES ☒ NO

LANDSCAPING? ☐ YES ☒ NO

EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS? ☐ YES ☒ NO

STAMPED/COLORED CONCRETE? ☐ YES ☒ NO

IRRIGATION? ☐ YES ☒ NO

BRICK PAVERS? ☐ YES ☒ NO

If yes, please define location(s):

STREET LIGHTING? ☒ YES ☐ NO

TRAFFIC SIGNALS? ☒ YES ☐ NO

PAVEMENT MARKINGS? ☒ YES ☐ NO

ATTACHMENT A

Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

Project Name: Miles Road (Turn Bay and Traffic Signal Installations at the Intersections of
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MCIP Project 22806

BIKE LANES (EXTRA WIDTH)? ☐ YES ☒ NO If yes, specify width:

NEW SIDEWALKS? ☒ YES ☐ NO

BUS TURNOUTS? ☐ YES ☒ NO

BUS STOPS OR BUS SHELTERS? ☐ YES ☒ NO

WATER UTILITY BETTERMENTS? ☐ YES ☒ NO

WATER UTILITY RELOC.? ☐ YES ☒ NO

SAN. SEWER BETTERMENTS? ☐ YES ☒ NO

SAN. SEWER RELOC.? ☐ YES ☒ NO

RETAINING WALLS? ☐ YES ☒ NO

If yes, please specify wall type (stone, blocks, gabions, proprietary types, etc.):

SOD, SEEDING, TOPSOIL?

☒ SOD ☒ SEEDING ☐ TOPSOIL ☐ OTHER:

DRAINAGE IMPROVEMENTS? ☐ YES ☒ NO

RR CROSSING IMPROVEMENTS? ☐ YES ☐ NO ☒ N/A

GRADE SEPARATIONS? ☐ YES ☒ NO

RAMPS OR CONNECTORS TO TxDOT FACILITIES? ☐ YES ☒ NO

If yes, please specify facility(ies) below:

ATTACHMENT A

Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS

Project Name: Miles Road (Turn Bay and Traffic Signal Installations at the Intersections of
Miles Rd. and Hunters Ridge Dr. & Miles Rd. and Haverhill Dr.)

MCIP Project 22806

SPECIAL SCHOOL OR EMERGENCY VEHICLE CONSIDERATIONS

ANY NEARBY OR ADJACENT SCHOOLS, CITY HALL, FIRE OR POLICE
DEPARTMENT REQUIRING SPECIAL CONSIDERATION? ☒ YES ☐ NO

If yes, please list the special consideration(s) below:

Sachse High School

PUBLIC INVOLVEMENT

CITY COUNCIL APPROVAL OF ALIGNMENT REQUIRED? ☐ YES ☒ NO

NEIGHBORHOOD MEETING, REQUIRED? ☐ YES ☒ NO

HAVE ALL NEIGHBOR GROUPS PROVIDED EARLY INPUT?

☐ YES ☐ NO ☒ N/A

IF REQUIRED WHO CONDUCTS, CITY OR COUNTY?

☐ CITY ☐ COUNTY ☒ N/A

DOCUMENT POTENTIAL SITES FOR PUBLIC AND/OR NEIGHBORHOOD MEETINGS:

N/A

CONSTRUCTIBILITY REPORT

FROM INSPECTION STAFF, DOCUMENT ANY AND ALL ISSUES THAT MAY AFFECT
PROJECT SCOPE, BUDGET, CONSTRUCTIBILITY, THE PROJECT SCHEDULE AND/OR
THE SAFETY OF PROJECT?

Work to be completed during the summer, when school is not in session.

ATTACHMENT B

Project Supplemental Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

CURRENT COST ESTIMATES & FUNDING SOURCES

City of Sachse and Dallas County

Project Name: Miles Road

MCIP Project 22806

Project Cost	
Expenditure	Estimated Cost
Miles Road Construction	\$ 682,000.00
Estimated Miles Road Dallas County IHPD	\$ 10,000.00
Total Cost of Project	\$ 692,000.00

Funding Source	
Source	Committed Amount
Dallas County	\$ 346,000.00
City of Sachse	\$ 173,000.00
Garland ISD	\$ 173,000.00
Total Project Funding	\$ 692,000.00



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3755	Version:	1	Name:	Discussion - Street Maintenance Sales & Use Tax
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	3/28/2017	In control:		In control:	City Council
On agenda:	4/3/2017	Final action:		Final action:	
Title:	Discuss the upcoming Street Maintenance Sales and Use Tax Election.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Presentation PASER Scoring - February 2017 PASER Street Rating Map				

Date	Ver.	Action By	Action	Result
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Title

Discuss the upcoming Street Maintenance Sales & Use Tax election on May 6, 2017.

Background

A Street Maintenance Sales & Use Tax Program is a method of funding street maintenance projects through the local sales tax. State Law requires voters to approve the program through an election every four years. In Sachse, voters approved the program through an election in 2013. When taxable goods are purchased in the City, sales tax is paid on that purchase. In most cities, the sales tax is 8.25%. In the City of Sachse, the sales tax is currently 8.00%.

The current sales tax in Sachse is divided into:

6.25%	State of Texas
1.00%	City of Sachse General Operating Budget
0.50%	Sachse Economic Development Corporation
0.25%	Street Maintenance

The amount of sales tax collected each year varies, based upon economic conditions, and the success of our local businesses. When a purchase is made at a business within the City of Sachse, or through online sales where sales tax is collected, the Street Maintenance Sales & Use Tax program receives a small portion of the taxes paid.

Since the program began in 2014, funds received have totaled \$932,037.89. Sales tax collected by year is:

2014 - \$255,143.23
2015 - \$311,261.49
2016 - \$365,633.17

Street Eligibility

Any street in the City of Sachse is eligible. The City selects Street Maintenance Sales & Use Tax projects on an annual basis, based upon pavement conditions and available funds. City staff works with the City Council to identify Street Maintenance Sales & Use Tax projects during the annual budget process.

The Public Works Department utilizes the Pavement Assessment and Rating System (PASER) to score streets from 1 to 10, with the worst streets being rated a 1. Staff began rating streets in the older portions of the City first. Over 190 streets have been scored since staff began using the PASER system in 2015. City staff will continue to rate streets throughout the City until all streets have been scored.

Typically streets receiving a score of 3 or less are considered for maintenance funding. A map and list of the scored streets are attached.

Completed Projects

The following projects were completed using funding from the Street Maintenance Sales & Use Tax

Bonanza Drive
Ponderosa Drive
2nd Street
Sachse Street
6th Street
Big Valley Lane
Williford Road
Meadowcreek Lane
Hooper Road
Cornwall Lane (from Natchez Drive to Murphy Road)
Natchez Drive
Jefferson Drive (From Natchez Drive to Cornwall Lane)

Policy Considerations

None at this time. The election is set for May 6, 2017, in accordance with State Law.

Budgetary Considerations

None at this time. If the Street Maintenance Sales & Use Tax is re-approved by the voters, street maintenance project budgets will be developed based upon sales tax information gathered by the Finance Department through the annual budget process.

Staff Recommendations

None.



Street Maintenance Sales & Use Tax Election

April 3, 2017

Overview

- Program Overview
- Street Assessment
- Project Selection
- Discussion & Next Steps

Program Overview – Sales Tax

- A Street Maintenance Sales Tax Program is a method of funding street maintenance projects through the local sales tax.
- State Law requires voters to approve the program through an election every four years.
- When people purchase taxable goods in the City, they pay a sales tax on that purchase. In most cities, the sales tax is 8.25%. In the City of Sachse, the sales tax is currently 8.00%.
- The current sales tax in Sachse is divided into:
 - 6.25% State of Texas
 - 1.00% City of Sachse General Operating Budget
 - 0.50% Sachse Economic Development Corporation
 - 0.25% - Street Maintenance

Program Overview – Funding Amount

- The amount of sales tax collected each year varies, based upon economic conditions, and the success of our local businesses.
- When a purchase is made at a business within the City of Sachse, or through online sales where sales tax is collected, the Street Maintenance Sales Tax program receives a small portion of the taxes paid.
- Since the program began in 2014, funds received have totaled \$932,037.89, including:
 - 2014 - \$255,143.23
 - 2015 - \$311,261.49
 - 2016 – 365,633.17

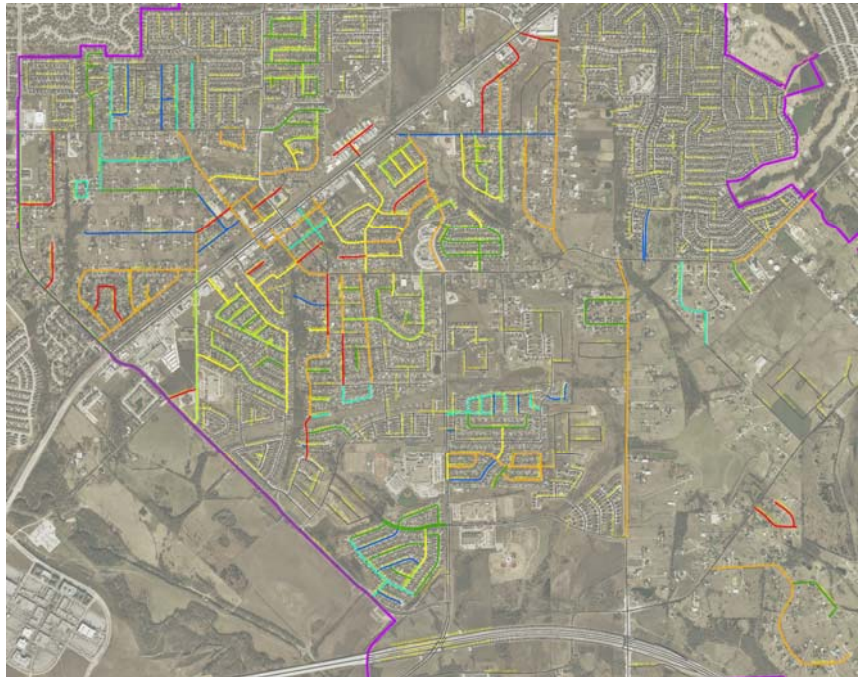
Program Overview – Eligible Projects

- Any street in the City of Sachse is eligible.
- The Public Works Department utilizes the Pavement Assessment and Rating System (PASER) to score streets from 1 to 10, with the worst streets being rated a 1.
- Staff began rating streets in the older portions of the City first.
- Over 190 streets have been scored since staff began using the PASER system in 2015.
- City staff will continue to rate streets throughout the City until all streets have been scored.

Street Assessment

Rating Legend

- Red** – 1-2
- Orange** – 3
- Yellow** – 4
- Light Green** – 5
- Dark Green** – 6-7
- Cyan** – 8
- Blue** – 9-10



Project Selection

- The City selects Street Maintenance Tax Projects on an annual basis, based upon the PASER Score and available funds.
- Typically streets receiving a score of 3 or less are considered for maintenance funding.
- City staff works with the City Council to identify Street Maintenance Tax projects during the annual budget process.

Projects Completed

- The following projects were completed using funding from the Street Maintenance Sales & Use Tax
 - Bonanza Drive
 - Ponderosa Drive
 - 2nd Street
 - Sachse Street
 - 6th Street
 - Big Valley Lane
 - Williford Road
 - Meadowcreek Lane
 - Hooper Road
 - Cornwall Lane (from Natchez to Murphy Road)
 - Natchez Drive
 - Jefferson Drive (From Natchez to Cornwall)

Project Photos

Big Valley Lane



2nd Street from Bonanza Drive to Sachse Street



Sachse Street from Ben Davis to 3rd Street



6th Street from 5th Street to Sachse Street



Meadowcreek Lane west of Westcreek Lane



Discussion & Next Steps

- The Street Maintenance Sales & Use Tax is on the ballot for the May 6, 2017 election.
- If approved by the voters, the program will continue.
- If the program is not approved by the voters, then there will no longer be funding for street maintenance projects through sales tax.

2017-18 Street Maintenance Tax: \$	305,000.00
FY 17-18 Street Department Budget: \$	150,000.00
Annual FY Budget Available: \$	455,000.00
8-inch Concrete Replacement:	\$115.00 per SY
6-inch Concrete Replacement:	\$109.00 per SY
Asphalt Pavement Replacement:	\$30.00 per SY

2017 Potential Street Department Rehabilitation Projects

Prepared By: Sarah Perkins & Greg Peters, P.E.
Date of Last Update: February 20, 2017

Project #	Street Name	Intersections	Replacement Type	Pavement Type	Pavement Thickness	Replacement Width (ft)	Replacement Length (ft)	Replacement Area (SY)	Unit Price	Estimated Cost	Comments	PASER Rating	Priority
C10	Park Lane	SH 78 to Industrial	Panel	Concrete	8"	31	180	5,580.00	\$ 115.00	\$ 641,700.00	Structural failure in some areas, asphalt patching failing	2	2017
C11	Industrial Drive	End to End	Panel	Concrete	8"	31	460	1,426.00	\$ 115.00	\$ 163,990.00	Multiple structural failures, patching failing, deep cracks and spalling	2	2017
C13	Brookview Court Alley	N/A	Panel	Concrete	6"	15	410	6,150.00	\$ 109.00	\$ 670,890.00	Structural failure and drainage problems - CDBG eligible	2	
C118	Peachtree Lane	Timber Creek to Cedar Creek	Panel	Concrete	6"	31	1100	3,410.00	\$ 109.00	\$ 371,690.00	Longitudinal/transverse/alligator cracking, structural failure, old patching, scaling & spalling	2	
C144	Williams Street	Bryan Street to Jewell Street	Panel	Concrete	6"	31	1090	3,419.00	\$ 109.00	\$ 372,651.00	Longitudinal cracking, transverse cracking, potholes old patching and scaling	2	
C2	Parkview Drive	at Parkridge Drive	Panel	Concrete	6"	28	140	4,355.56	\$ 109.00	\$ 474,575.56	Severe cracking and heaving	3	
C3	Bryan Street	Sachse Road to Williford	Panel	Concrete	8"	31	600	2,066.67	\$ 115.00	\$ 237,666.67	Panel failure with asphalt patching that is failing	3	
C5	Tina Street	DeWitt to Sachse	Panel	Concrete	6"	28	455	1,415.56	\$ 109.00	\$ 154,295.56	Significant spalling and cracking, asphalt patching is failing	3	
C6	Tina Street	Sachse to Kellie	Panel	Concrete	6"	28	245	762.22	\$ 109.00	\$ 83,082.22	Significant spalling and cracking, asphalt patching is failing	3	
C7	West Creek	Timber Creek to Dogwood Court	Panel	Concrete	8"	31	410	1,412.22	\$ 115.00	\$ 162,405.56	Falling asphalt patching. Structural failure in some areas	3	
C12	Hunters Ridge Drive	Miles Road to Emerson	Panel	Concrete	8"	31	190	1,860.00	\$ 115.00	\$ 213,900.00	Severe cracking and spalling, structural failure, joints separating (>1")	3	2017
C20	William Street	Jewell St. to Bryan St.	Panel	Concrete	8"	28	280	871.11	\$ 115.00	\$ 100,177.78	Moderate to severe cracking, extensive asphalt patching failing	3	
C32	Herring Circle	Ingram to Ingram	Panel	Concrete	8"	31	1200	4,133.33	\$ 115.00	\$ 475,333.33	Moderate scaling and spalling, moderate cracking, settlement of panels	3	
C66	Seventh Street	Bryan St to Lillie	Panel	Concrete	8"	28	1085	3,375.56	\$ 115.00	\$ 388,188.89	Significant spalling and cracking, asphalt patching is failing	3	
C67	Seventh Street	Lillie to Salmon	Panel	Concrete	8"	28	950	2,955.56	\$ 115.00	\$ 339,888.89	Significant spalling and cracking, asphalt patching is failing	3	
C78	Briarcrest Lane	Hunters Ridge Drive to Miles Road	Panel	Concrete	6"	31	850	2,927.78	\$ 109.00	\$ 319,127.78	Longitudinal and transverse cracking, raveling, scaling, & spalling	3	
C79	Rustic Ridge Court	Hunters Ridge to Emerson Way	Panel	Concrete	6"	31	600	2,755.56	\$ 109.00	\$ 300,355.56	Longitudinal and transverse cracking along with old patching and spalling	3	
C80	Emerson Way	Gatewood to Rustic Ridge	Panel	Concrete	6"	31	500	1,722.22	\$ 109.00	\$ 187,722.22	Cracking, old patching, scaling, and spalling	3	
C81	Gatewood Court	Camden to Emerson Way	Panel	Concrete	6"	31	800	2,755.56	\$ 109.00	\$ 300,355.56	Longitudinal, transverse, alligator cracking, raveling, scaling and spalling	3	
C116	Orchard Drive	Timbercreek Circle to Cedar Creek Lane	Panel	Concrete	6"	31	1100	3,788.89	\$ 109.00	\$ 412,988.89	Longitudinal/transverse cracking, alligator cracking, structural failure, old patching & spalling	3	
C117	Orchard Drive	Sachse Road to Timber Creek Circle	Panel	Concrete	6"	31	1300	4,477.78	\$ 109.00	\$ 488,077.78	Longitudinal cracking, transverse cracking, raveling, alligator, old patching, scaling, & spalling	3	
C119	Peachtree Lane	Sachse Road to Timber Creek Circle	Panel	Concrete	6"	31	1200	4,133.33	\$ 109.00	\$ 450,533.33	Longitudinal cracking, transverse cracking, raveling, alligator cracking, potholes & spalling	3	
C1	Annapolis Court	at Potomac Drive	Panel	Concrete	6"	31	140	4,133.33	\$ 109.00	\$ 50,990.00	Cracking and spalling, crack seal patching failing	4	
C8	Highridge Drive	Ben Davis to Ridgeview	Panel	Concrete	6"	31	230	792.22	\$ 109.00	\$ 86,352.22	Structural cracking, dropped panels holding water	4	
C14	Brookhollow Drive	Alexander to Brookview	Panel	Concrete	8"	28	160	497.78	\$ 115.00	\$ 57,244.44	Significant spalling, minor cracking, failing asphalt repairs	4	
C15	Brookview Drive	Brookhollow to Brookview Ct.	Panel	Concrete	8"	31	440	1,515.56	\$ 115.00	\$ 174,288.89	Falling asphalt patching, spalling and cracking, structural failure in some areas	4	
C17	Park Lane Blvd.	Sachse Road to Brookview Dr.	Panel	Concrete	8"	28	440	1,368.89	\$ 115.00	\$ 157,422.22	Falling asphalt patching, spalling and cracking, structural failure in some areas	4	
C18	Alexander St	Sachse Road to Brookhollow Dr.	Panel	Concrete	8"	28	200	622.22	\$ 115.00	\$ 71,555.56	Moderate to severe cracking, asphalt patching failing	4	
C19	Salmon Street	3407 Salmon to Jewell St.	Panel	Concrete	8"	31	130	1,402.22	\$ 115.00	\$ 151,255.56	Moderate to severe cracking, asphalt patching failing	4	
C21	7th Street	Boone Street to Salmon Street	Panel	Concrete	8"	28	360	1,120.00	\$ 115.00	\$ 128,800.00	Moderate to severe cracking, asphalt patching failing	4	
C22	Lillie Street	From 3714 to 32810 Lillie Street	Panel	Concrete	8"	28	160	497.78	\$ 115.00	\$ 57,244.44	Severe scaling and polishing, some cracking and failing asphalt patching	4	
C24	Leasa Ct.	Kellie St. to Tina St.	Panel	Concrete	8"	28	450	1,400.00	\$ 115.00	\$ 161,000.00	Major scaling and spalling, some cracking and failing asphalt patching	4	
C25	Angie Pl.	Leasa to end of cul-de-sac	Panel	Concrete	8"	28	220	684.44	\$ 115.00	\$ 78,711.11	Longitudinal cracking from 3125 to end, transverse cracking, significant spalling	4	
C26	Miles Road	NB lanes near Sachse HS	Panel	Concrete	8"	80	25	222.22	\$ 115.00	\$ 25,555.56	Severe cracking and panel settlement	4	
C28	5th Street/DeWitt Rd	NB lanes north of Ingram	Panel	Concrete	8"	65	40	260.00	\$ 115.00	\$ 30,000.00	Severe cracking and panel settlement	4	
C30	Southridge Drive	Ben Davis to Granite	Panel	Concrete	8"	28	1700	5,288.89	\$ 115.00	\$ 608,222.22	Severe cracking and panel settlement	4	
C33	Sachse Street	6th St to End	Panel	Concrete	8"	28	725	2,255.56	\$ 115.00	\$ 259,388.89	Moderate to severe cracking, asphalt patching failing	4	
C38	Lance Lane	DeWitt to Scott Dr	Panel	Concrete	8"	28	940	2,924.44	\$ 115.00	\$ 336,311.11	Moderate to severe cracking	4	
C50	Parkview Drive	Coral to Williford	Panel	Concrete	8"	28	1900	5,911.11	\$ 115.00	\$ 679,777.78	Moderate to severe cracking, asphalt patching failing	4	
C57	Widgeon Court	Tail Court to End	Panel	Concrete	8"	28	470	1,462.22	\$ 115.00	\$ 168,155.56	Moderate to severe cracking, severe heaving in the subgrade	4	
C63	Missouri Street	Abbie St to Bryan St	Panel	Concrete	8"	28	850	2,644.44	\$ 115.00	\$ 304,111.11	Moderate cracking, panel settlement, asphalt patching failing	4	
C64	Clemon Street	Arizona St to Missouri St	Panel	Concrete	8"	28	525	1,633.33	\$ 115.00	\$ 187,833.33	Moderate cracking, panel settlement, asphalt patching failing	4	
C65	James Street	Arizona St to Missouri St	Panel	Concrete	8"	28	525	1,633.33	\$ 115.00	\$ 187,833.33	Moderate cracking, panel settlement, asphalt patching failing	4	
C68	Jewell Street	Salmon Street East to 7th St	Panel	Concrete	8"	28	710	2,208.89	\$ 115.00	\$ 254,022.22	Moderate cracking, panel settlement, asphalt patching failing	4	
C69	Sixth Street	7th St to Salmon	Panel	Concrete	8"	28	1165	3,624.44	\$ 115.00	\$ 416,811.11	Moderate cracking, panel settlement, and scaling	4	
C70	Salmon Street	Sachse Rd to Jewell	Panel	Concrete	8"	28	1085	3,375.56	\$ 115.00	\$ 388,188.89	Moderate to severe cracking, moderate panel settlement, asphalt patching failing	4	
C71	Jewell Street	Salmon Street West to 7th St	Panel	Concrete	8"	28	1160	3,608.89	\$ 115.00	\$ 415,022.22	Moderate cracking, panel settlement, asphalt patching failing	4	
C84	Harvest Lane	Hunters Ridge to Harvest Lane	Panel	Concrete	6"	31	1090	3,444.44	\$ 109.00	\$ 375,666.67	Longitudinal, transverse and alligator cracking, old patching, scaling and spalling	4	
C133	Lee Hulston	Pennington Drive to End	Panel	Concrete	6"	31	3370	11,607.78	\$ 109.00	\$ 1,265,247.78	Transverse cracking, longitudinal cracking, potholes, old patching & heaving	4	
C140	Shepherds Glen Drive	Rebecca Drive to SH 78	Panel	Concrete	6"	37	695	2,857.22	\$ 109.00	\$ 311,437.22	Longitudinal cracking, transverse cracking, potholes & heaving	4	
C16	Cedar Brook Ct.	West Creek to End	Panel	Concrete	8"	28	160	497.78	\$ 115.00	\$ 57,244.44	Moderate scaling and spalling, moderate cracking, settlement of panels	5	
C23	Kellie Street	3204 Kellie St. to Leasa Ct.	Panel	Concrete	8"	28	140	435.56	\$ 115.00	\$ 50,088.89	Moderate cracking, panel settlement	5	
C31	Ridgeview Drive	Highridge to Southridge	Panel	Concrete	8"	28	1050	3,266.67	\$ 115.00	\$ 375,666.67	Moderate to severe cracking, asphalt patching failing	5	
C34	Tina Street	Kellie St. to Ingram Rd	Panel	Concrete	8"	31	610	1,844.44	\$ 115.00	\$ 212,444.44	Moderate to severe cracking, asphalt patching failing	5	
C40	Todd Lane	Ty Circle to Creekside Dr	Panel	Concrete	8"	28	670	2,084.44	\$ 115.00	\$ 239,711.11	Moderate scaling and some cracking	5	
C41	Scott Drive	DeWitt to Ty Circle	Panel	Concrete	8"	28	1140	3,546.67	\$ 115.00	\$ 407,866.67	Moderate to severe cracking, asphalt patching failing	5	
C45	Creek Ridge Court	Creekside to Creek Ridge	Panel	Concrete	8"	28	1265	3,935.56	\$ 115.00	\$ 452,588.89	Moderate cracking, panel settlement	5	
C47	Creekside Drive	Creek Hollow to Ranch	Panel	Concrete	8"	28	525	1,633.33	\$ 115.00	\$ 187,833.33	Some slight cracking and settlement in a couple areas	5	
C49	Coral Lane	Williford to Parkview	Panel	Concrete	8"	28	1500	4,666.67	\$ 115.00	\$ 536,666.67	Moderate cracking, panel settlement, asphalt patching failing	5	
C51	Parkridge Drive	Williford to Parkview	Panel	Concrete	8"	28	1400	4,355.56	\$ 115.00	\$ 500,388.89	Moderate cracking, panel settlement	5	
C60	Bryan Circle	End to End	Panel	Concrete	8"	28	900	2,800.00	\$ 115.00	\$ 322,000.00	Moderate cracking, panel settlement, asphalt patching failing	5	
C61	Arizona Street	Bryan St to Abbie St	Panel	Concrete	8"	28	870	2,706.67	\$ 115.00	\$ 311,266.67	Moderate cracking and spalling	5	
C62	Abbie Street	Arizona St to Missouri St	Panel	Concrete	8"	28	550	1,711.11	\$ 115.00	\$ 196,777.78	Moderate cracking, panel settlement	5	
C93	Annapolis Court	Hudson Drive to Georgetown Drive	Panel	Concrete	6"	31	550	1,894.44	\$ 109.00	\$ 206,494.44	Longitudinal, transverse cracking, raveling, and old patching	5	
C113	Blossom Drive	Sunrise Trail to Sachse Road	Panel	Concrete	6"	31	1400	4,822.22	\$ 109.00	\$ 525,622.22	Transverse cracking, longitudinal cracking, & old patching	5	
C114	Blossom Drive	Orchard Drive to Sunrise Trail	Panel	Concrete	6"	31	1420	4,891.11	\$ 109.00	\$ 533,111.11	Moderate to severe cracking, & old patching	5	
C115	Blossom Drive	Peachtree Drive to Orchard Drive	Panel	Concrete	6"	31	485	1,670.56	\$ 109.00	\$ 182,090.56	Transverse cracking & longitudinal cracking	5	
C130	Ben Davis	SH 78 to Bunker Hill Road	Panel	Concrete	6"	49	2950	16,061.11	\$ 109.00	\$ 1,750,661.11	Longitudinal, transverse cracking, potholes & bad heaving along center joint	5	
C132	Ridgeview Drive	Southridge Drive to Lee Hulston	Panel	Concrete	6"	29	2360	7,604.44	\$ 109.00	\$ 828,884.44	Longitudinal cracking, transverse cracking, potholes, old patching, scaling & spalling	5	
C135	Barger Lane	Lee Hulston Lane to Rebecca Drive	Panel	Concrete	6"	31	1720	5,924.44	\$ 109.00	\$ 645,764.44	Longitudinal cracking, transverse cracking, potholes, old patching and heaving	5	
C136	Carrie Lane	Barger Lane to Lee Hulston	Panel	Concrete	6"	31	410	1,412.22	\$ 109.00	\$ 153,932.22	Longitudinal cracking, transverse cracking & potholes	5	
C138	Chene Drive	Barger Lane to Lee Hulston Lane	Panel	Concrete	6"	31	635	2,187.22	\$ 109.00	\$ 239,407.22	Longitudinal cracking & transverse cracking	5	
C139	Rebecca Drive	Barger Lane to Lee Hulston Lane	Panel	Concrete	6"	31	770	2,652.22	\$ 109.00	\$ 289,092.22	Transverse cracking, longitudinal cracking, & scaling	5	
C43	Creekside Drive	DeWitt to Creekside	Panel	Concrete	8"	28	1300	4,044.44	\$ 115.00	\$ 465,111.11	Some cracking and settlement in a couple areas	6	
C44	Creekside Drive	Creekside to Ranch	Panel	Concrete	8"	28	1100	3,422.22	\$ 115.00	\$ 393,555.56	Some slight cracking and settlement in a couple areas	6	
C48	Creek Bend Court	Creekside to Creek Hollow	Panel	Concrete	8"	28	1050	3,266.67	\$ 115.00	\$ 375,666.67	Some slight cracking and settlement in a couple areas	6	
C52	Parkdale Drive	Parkridge to End	Panel	Concrete	8"	28	190	591.11	\$ 115.00	\$ 67,977.78	Moderate cracking, panel settlement	6	
C54	Teal Court	Bryan St to Mallard	Panel	Concrete	8"	28	1250	3,444.44	\$ 115.00	\$ 436,111.11	Moderate cracking, panel settlement	6	
C58	Canvaback Lane	Teal Ct. to Mandarin Ln	Panel	Concrete	8"	28	1300	4,044.44	\$ 115.00	\$ 465,111.11	Some slight cracking and scaling	6	
C59	Pintail Drive	Canvaback Ln to Sachse Rd	Panel	Concrete	8"	28	670	2,084.44	\$ 115.00	\$ 239,711.11	Moderate cracking, panel settlement	6	
C82	Camden Lane	Hunters Ridge to End	Panel	Concrete	6"	31	500	1,722.22	\$ 109.00	\$ 187,722.22	Longitudinal, transverse cracking and old patching	6	
C83	Harvest Lane	Rosewood to End	Panel	Concrete	6"	31	1800	6,200.00	\$ 109.00	\$ 675,800.00	Longitudinal & transverse cracking	6	
C104	Park Lake Court	Park Lake Boulevard to End	Panel	Concrete	6"	31	250	861.11	\$ 109.00	\$ 93,861.11	Transverse & longitudinal cracking & old patching	6	
C106	Candler Hill Court	Westcreek to End	Panel	Concrete	6"	31	900	1,722.22	\$ 109.00	\$ 187,722.22	Longitudinal, transverse and alligator cracking, along with old patching	6	
C107	Alberta Circle	Trailridge Drive to End	Panel	Concrete	6"	31	475	1,636.11	\$ 109.00	\$ 178,336.11	Longitudinal cracking, transverse cracking & old patching	6	
C108	Plum Drive	Peachtree Drive to Orchard Drive	Panel	Concrete	6"	31	400	1,377.78	\$ 109.00	\$ 150,177.78	Longitudinal cracking, transverse cracking, & old patches of crack sealant	6	
C134	Granite Avenue	Lee Hulston to Southridge Drive	Panel	Concrete	6"	31	730	2,514.44	\$ 109.00	\$ 274,074.44	Transverse cracking & longitudinal cracking	6	
C137	Doyle Drive	Barger Lane to Lee Hulston Lane	Panel	Concrete	6"	31	510	1,756.67	\$ 109.00	\$ 191,476.67	Longitudinal cracking & transverse cracking	6	
C9	Alley behind Armstrong	Ben Davis to Lee Hulston	Panel	Concrete	6"	-	-	-	N/A	\$ 60,000.00	Drainage improvements - ponding water (6") in low spots	7	
C29	Murphy Road	Blackburn to SH 78	Panel	Concrete	8"	60	0	0.00	\$ 115.00	\$ -	Some slight cracking and settlement in a couple areas	7	
C35	Welch Lane	Tina St to Ingram Rd	Panel	Concrete	8"	28	700	1,172.78	\$ 115.00	\$ 250,444.44	Some slight cracking and settlement in a couple areas	7	
C36	Kellie Street	Tina St to 3204 Kellie St	Panel	Concrete	8"	28							



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