



Sachse, Texas

Sachse City Hall
3815-B Sachse Road
Sachse, Texas 75048

Meeting Agenda City Council

Monday, March 3, 2014

7:30 PM

Council Chambers

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

The City Council of the City of Sachse will hold a Regular Meeting on Monday, March 3, 2014, at 7:30 p.m. in the Council Chambers at the 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.

- 1.a ALL ITEMS LISTED ON THE CONSENT AGENDA WILL BE CONSIDERED BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION, THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCIL MEMBER OR CITIZEN SO REQUESTS.

14-2064 Consider approval of the minutes of the February 17, 2014, regular meeting.

Executive Summary

Minutes from the recent Council meeting.

Attachments: [Minutes.02.17.14.pdf](#)

14-2066 Consider receiving the Monthly Revenue and Expenditure Report for the period ending January 31, 2014.

Executive Summary

The Finance Department will prepare a report each month to update the City Council regarding revenues and expenditures for the City. The attached report is for the month ended January 31, 2014.

Attachments: [GF 1-31-2014.pdf](#)
[UF 1-31-2014.pdf](#)
[DS 1-31-2014.pdf](#)
[SEDC 1-31-2014.pdf](#)
[IFF 1-31-2014.pdf](#)
[SMT 1-31-2014.pdf](#)
[Health Ins 1-31-2014.pdf](#)

14-2067

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement by and between Dallas County, Texas, and The City of Sachse, for Dallas County, through its county tax assessor-collector, to assess and collect all ad valorem property taxes subject to the city's taxing jurisdiction; and providing for an effective date.

Executive Summary

The Dallas County Tax Assessor/Collector's office provides consolidated billing and tax collections for entities in the county. They are currently reviewing the interlocal contracts for the entities they serve in order to be up-to-date with current laws and technology, and to maintain consistency among the entities they serve.

Attachments: [Dallas County Tax Collector Letter to Entity-RE New Contract.pdf](#)
[City of Sachse New Contract - Jan 2014.pdf](#)
[51SACHSE Resolution Approving Agreement with Dallas County for Tax Assess](#)

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

14-2069

Staff Briefing: Human Resources.

Executive Summary

Each month a briefing is given to City Council providing an update of recent actions and events for a specific department. This month the Human Resources Department will brief the council.

Attachments: [HR Update 2014.pdf](#)

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.

The City Council is prohibited from discussing any item not on the posted agenda according to the Texas Open Meetings Act.

4. REGULAR AGENDA ITEMS.

- 14-2071 Consider a Resolution of the City Council of the City of Sachse, Texas, authorizing the negotiation and execution by the City Manager of an agreement with Oxford Sachse Memory Care, LTD. regarding the future construction of the portion of Ben Davis Road adjacent to Lot 1, Block A, Glen Carr House of Sachse, an addition to the City of Sachse, Texas; and providing an effective date.

Executive Summary

With the development of the Glen Carr Memory Care Center, Phase 1, the developer is obligated to fund 50% of the improvements to the unimproved segment of Ben Davis Road adjacent to the property (located at Ben Davis Road and Bunker Hill Road). Since the improvements to unimproved Ben Davis road are not currently funded by the City, the developer has requested the deferment of their financial obligation for unimproved Ben Davis until one of two events happen: Ben Davis is slated to be improved or Phase 2 of the Glen Carr development is initiated. Staff would also recommend that a condition be agreed to that would require a future owner to pay the obligation, should the memory care facility be sold. This item includes a resolution that would allow for a deferral of the developer's costs for unimproved Ben Davis until one of these three events takes place.

Attachments: [51Sachse Resolution authorizing development agreement with Oxford Holdings](#)

[Glen Carr Brochure.pdf](#)

[Glen Carr Location.pdf](#)

- 14-2068 Present and Discuss the City of Sachse Health Plan to include considerations of the Patient Protection and Affordable Care Act (PPACA).

Executive Summary

Dawn Brinson of Brinson Benefits will present information regarding the City's Health Plan and PPACA obligations.

- 14-2063 Conduct a public hearing and consider the application of Wal-Mart Corporation requesting a variance from the Code of Ordinances, Chapter 3, Building Regulations, Section 3-10.C(2)(c) to permit a wall sign to have a vertical height of eight feet, which is in excess of the maximum six feet permissible by Code, for the property generally located on the northwest side of SH78/KCS Railroad, and on the south side of Woodbridge Parkway adjacent to the

SH78/KCS Railroad rights-of-way.

Executive Summary

A sign variance is being requested by the property owner to permit a wall sign to be constructed with a portion of the sign being 8-feet in height. The current Code only permits a maximum height of six feet for wall signs.

Attachments: [CD - WALMART WALL SIGN VAR CC - PRESENTATION.pdf](#)
[CD - WALMART WALL SIGN VAR CC - ATTACHMENT 1.pdf](#)
[CD - WALMART WALL SIGN VAR CC - ATTACHMENT 2.pdf](#)
[CD - WALMART WALL SIGN VAR CC - ATTACHMENT 3.pdf](#)
[CD - WALMART WALL SIGN VAR CC - ATTACHMENT 4.pdf](#)

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. Note: The Sachse City Council reserves the right to convene into Executive Session pursuant to the Texas Government Code, Title 5, Chapter 551 regarding posted items on the regular meeting agenda.

State law prohibits the introduction or discussion of any item of business not posted at least seventy-two (72) hours prior to the meeting time. Therefore, during Citizen Input for example, the Council is prohibited by state law to deliberate or take action on any issues introduced by the public other than to take them under advisement. Posted: February 28, 2014; 5:00 p.m.
Terry Smith, City Secretary _____.

If you plan to attend this public meeting and you have a disability that requires special arrangements at the meeting, please contact Terry Smith, City Secretary, at (972) 495-1212, 48 business hours prior to the scheduled meeting date. Reasonable accommodations will be made to assist your needs.



Legislation Details (With Text)

File #: 14-2064 **Version:** 1 **Name:** Consider approval of the minutes of the February 17, 2014, regular meeting.
Type: Agenda Item **Status:** Agenda Ready
File created: 2/20/2014 **In control:** City Council
On agenda: 3/3/2014 **Final action:**
Title: Consider approval of the minutes of the February 17, 2014, regular meeting.

Executive Summary
Minutes from the recent Council meeting.

Sponsors:

Indexes:

Code sections:

Attachments: [Minutes.02.17.14.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider approval of the minutes of the February 17, 2014, regular meeting.

Executive Summary

Minutes from the recent Council meeting.

Background

Minutes from a recent Council meeting on February 17, 2014, for review and approval.

Policy Considerations

Not applicable.

Budgetary Considerations

Not applicable.

Staff Recommendations

Approval of the minutes of the February 17, 2014, regular meeting, as a Consent Agenda Item.

**REGULAR MEETING
OF THE
CITY COUNCIL OF THE CITY OF SACHSE
FEBRUARY 17, 2014**

The City Council of the City of Sachse held a Regular Meeting on Monday, February 17, 2014 at 7:30 +p.m. at the Sachse City Hall after proper notice. The roll of the duly constituted City Council Members was called which members are as follows, to wit:

Mayor Mike Felix
Mayor Pro Tem Bill Adams
Councilman Charles Ross
Councilman Brett Franks
Councilman Todd Ronnau
Councilman Cullen King
Councilman Jeff Bickerstaff

and all were present except Councilmen Ronnau and Franks.

Staff present: City Manager Billy George, City Secretary Terry Smith, Project Coordinator Denise Vice, Community Development Director Marc Kurbansade, Police Chief Dennis Veach, Human Resources Manager Laura Morrow, Parks and Recreation Director Lance Whitworth, Library Manager Mignon Morse, City Engineer Greg Peters, Public Works Director Joe Crase, Finance Director Teresa Savage and Fire Chief Rick Coleman.

Invocation and Pledge of Allegiance to U.S. and Texas Flags:

The invocation was offered by Councilman King and the pledges were led by Councilman Bickerstaff.

1. Consent Agenda:

Councilman King moved to approve the Consent Agenda consisting of: 14-2051 Consider approval of the minutes of the February 3, 2014, regular Meeting; 14-2047 Consider acceptance of the Quarterly Budget and Investment Reports for the quarter ended December 31, 2013; and 14-2052 Resolution No. 3565 of the City Council of the City of Sachse, Texas, approving the terms and conditions of the agreement for professional services between the City of Sachse, Texas, and Maddox Surveying & Mapping, Inc. The motion was seconded by Councilman Ross and passed unanimously.

2. Mayor and City Council Announcements regarding special events, current activities and local achievements:

14-2050 Recognize employees for their service to the City of Sachse.

Councilman Bickerstaff announced upcoming events at the Library: Judging for photo contest thru February 28th; March 3rd at 4:00 p.m. is the Dr. Seuss Party; the March 4th program focuses on native Texas plants; and March 12th Jeannie Marten will speak on local real estate.

Councilman King stated last Friday was the Daddy/Daughter Dance. It was a successful event. Thanks to the Parks Department staff for a wonderful job.

Mayor Felix noted he served last week as a judge at the Sachse High School Talent Show; the Chamber of Commerce Annual Banquet is rescheduled to February 28th; March 1st is the Dave Sanford park dedication and the Baseball Parade and Opening Day ceremonies are March 29th.

3. Citizen Input:

City Secretary Smith reviewed the March 4th Primary Election information. No other comments were made.

4. Regular Agenda Items:

14-2023 Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending the Comprehensive Zoning Ordinance and Map, as heretofore amended; to grant a change of zoning from a Single-Family Residential (R-10) District to a Planned Development District (PD-27) on an approximately 79.902-acre tract of land, more particularly described in Exhibit "A" and located on the west side of Merritt Road approximately 1,500 feet north of Hudson Drive, City of Sachse, Dallas County, Texas; providing for the approval of the Zoning Exhibit attached as Exhibit "B"; providing for the approval of Development Standards attached as Exhibit "C"; providing for the approval of the Zoning Concept Plan approved as Exhibit "D":
Mayor Felix opened the public hearing.

Stephen Pepper with Meritage Homes, stated the request was to allow for more options on the homes, such as bay windows, which require more lot coverage.

Mayor Pro Tem Adams moved to close the public hearing. The motion was seconded by Councilman Ross and carried unanimously.

Following discussion, Councilman Bickerstaff moved to approve Ordinance No. 3566 amending the Comprehensive Zoning Ordinance and Map, as heretofore amended; to grant a change of zoning from a Single-Family Residential (R-10) District to a Planned Development District (PD-27) on an approximately 79.902-acre tract of land, more particularly described in Exhibit "A" and located on the west side of Merritt Road approximately 1,500 feet north of Hudson Drive, City of Sachse, Dallas County, Texas; providing for the approval of the Zoning Exhibit attached as Exhibit "B"; providing for the approval of Development Standards attached as Exhibit "C"; providing for the approval of the Zoning Concept Plan approved as Exhibit "D". The motion was seconded by Councilman Ross and carried unanimously.

14-2022 Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending the Comprehensive Zoning Ordinance and Map, as heretofore amended; to grant a change of zoning from an Agricultural (AG) District and Single Family Residential (R-1) District to a Planned Development District (PD-26) to allow for the development of a Type 2 Cellular Communications Tower on an approximately 10.6241-acre tract of land, more particularly described in Exhibit "A" and located at 6420 Sachse Road, City of Sachse, Dallas County, Texas; providing for the approval of the Zoning Exhibit attached as Exhibit "B"; providing for the approval of Development Standards attached as Exhibit "C"; providing for the approval of the Zoning Concept Plan approved as Exhibit "D":

Mayor Felix opened the public hearing.

Peter Kavanagh with Verizon Wireless, stated he is asking for a planned development for an antenna for wireless communications and also built to accommodate other carriers.

Mayor Pro Tem Adams moved to close the public hearing. The motion was seconded by Councilman Ross and carried unanimously.

Following discussion, Mayor Pro Tem Adams moved to approve Ordinance No. 3567 amending the Comprehensive Zoning Ordinance and Map, as heretofore amended; to grant a change of zoning from an Agricultural (AG) District and Single Family Residential (R-1) District to a Planned Development District (PD-26) to allow for the development of a Type 2 Cellular Communications Tower on an approximately 10.6241-acre tract of land, more particularly described in Exhibit "A" and located at 6420 Sachse Road, City of Sachse, Dallas County, Texas; providing for the approval of the Zoning Exhibit attached as Exhibit "B"; providing for the approval of Development Standards attached as Exhibit "C"; providing for the approval of the Zoning Concept Plan approved as Exhibit "D". The motion was seconded by Councilman Bickerstaff and carried with Mayor Felix voting no.

14-2048 Consider receiving the City's Comprehensive Financial Report (CAFR) for the fiscal year ending September 30, 2013:

Following discussion, Mayor Pro Tem Adams moved to receive the City's Comprehensive Financial Report (CAFR) for the fiscal year ending September 30, 2013. The motion was seconded by Councilman Ross and carried unanimously.

14-2053 Adjourn to Executive Session pursuant to the provisions of Texas Government Code Section 551.071: To discuss pending litigation: Randy Cole and Karen Cole, Individually and as Next Friends of Ryan Cole vs. Michael Hunter, Martin Cassidy, Carl Carson and the City of Sachse, Texas Civil Action No. 2:12-cv-00607. Consider any action necessary as a result of Executive Session:

At 8:36 p.m. Councilman Bickerstaff moved to convene in executive session. The motion was seconded by Councilman Ross and carried unanimously.

At 9:01 p.m. Councilman Ross moved to return to open session. The motion was seconded by Councilman Bickerstaff and carried unanimously.

Mayor Felix stated no action was necessary.

14-2024 Consider a resolution of the City Council of the City of Sachse, Texas, approving the Sachse Public Library Collection Development Policy:

Following discussion, Councilman Bickerstaff moved to approve Resolution No. 3568 approving the Sachse Public Library Collection Development Policy. The motion was seconded by Councilman King and carried unanimously.

5. Adjournment:

There being no further business, Mayor Pro Tem Adams moved to adjourn. The motion was seconded by Councilman Ross and carried unanimously. The meeting adjourned at 9:10 p.m.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR



Legislation Details (With Text)

File #: 14-2066 **Version:** 1 **Name:** Monthly Revenue and Expenditure Report for January 2014
Type: Agenda Item **Status:** Agenda Ready
File created: 2/25/2014 **In control:** City Council
On agenda: 3/3/2014 **Final action:**
Title: Consider receiving the Monthly Revenue and Expenditure Report for the period ending January 31, 2014.

Executive Summary

The Finance Department will prepare a report each month to update the City Council regarding revenues and expenditures for the City. The attached report is for the month ended January 31, 2014.

Sponsors:

Indexes:

Code sections:

Attachments: [GF 1-31-2014.pdf](#)
[UF 1-31-2014.pdf](#)
[DS 1-31-2014.pdf](#)
[SEDC 1-31-2014.pdf](#)
[IFF 1-31-2014.pdf](#)
[SMT 1-31-2014.pdf](#)
[Health Ins 1-31-2014.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider receiving the Monthly Revenue and Expenditure Report for the period ending January 31, 2014.

Executive Summary

The Finance Department will prepare a report each month to update the City Council regarding revenues and expenditures for the City. The attached report is for the month ended January 31, 2014.

Background

Include in the report are unaudited summaries for the General Fund, Utility Fund, Debt Service Fund, and Sachse Economic Development Corporation, for the period ended January 31, 2014. Also included for the first time this month, are summaries for the newly created funds for the 2013-2014 fiscal year: Impact Fee Fund, Street Maintenance Tax Fund, and Health Insurance Fund.

Policy Considerations

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

Budgetary Considerations

N/A

Staff Recommendations

Staff recommends that the City Council receive the Monthly Revenue and Expenditure Report for the period ending January 31, 2014 as a Consent Agenda item.

City of Sachse
Monthly Revenue and Expenditure Report
January 31, 2014
(Unaudited)

GENERAL FUND

33% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 33%
Revenue Summary					
Property Tax	\$ 6,866,469	\$ 2,581,056	\$ 6,453,136	93.98%	A
Sales Tax	875,193	66,236	291,084	33.26%	
Franchise Fees	1,431,811	174,668	511,667	35.74%	B
Licenses and Permits	531,650	52,340	262,089	49.30%	
Service Fees	531,173	80,213	368,078	69.30%	
Fines	365,000	13,519	57,323	15.70%	
Interest Income	5,000	-	607	12.13%	
Miscellaneous Income	141,097	11,280	50,989	36.14%	
Intergovernmental Revenue	945,617	78,801	315,206	33.33%	
Total Revenue	\$ 11,693,010	\$ 3,058,115	\$ 8,310,177	71.07%	
Expenditure Summary					
City Manager	\$ 316,601	\$ 31,154	\$ 107,692	34.02%	
City Secretary	161,036	13,910	53,272	33.08%	
Human Resources	238,777	20,499	72,079	30.19%	
Finance	488,373	46,039	171,822	35.18%	
Municipal Court	171,190	15,565	48,240	28.18%	
Parks & Recreation	778,069	74,779	249,261	32.04%	
Senior Programs	106,526	10,840	35,003	32.86%	
Library Services	295,001	26,985	102,787	34.84%	
Community Development	612,651	63,562	208,525	34.04%	
Streets & Drainage	1,060,526	73,778	287,752	27.13%	
Facility Maintenance	319,638	31,166	95,164	29.77%	
Police	3,165,608	337,117	1,139,658	36.00%	
Animal Control	154,026	15,610	53,913	35.00%	
Fire/EMS	2,274,839	247,351	772,439	33.96%	
Combined Services	1,217,006	76,970	498,451	40.96%	
City Engineer	263,883	28,593	81,621	30.93%	
Total Expenditures	\$ 11,623,750	\$ 1,113,919	\$ 3,977,680	34.22%	
Total Revenue Over/Under Expenses	\$ 69,260	\$ 1,944,196	\$ 4,332,498		

Explanation of Major Variances:

A Property tax collections peak in December and January

B As of January 31st, Developer Fees collected have exceeded budget by \$93,000.

City of Sachse
Monthly Revenue and Expenditure Report
January 31, 2014
(Unaudited)

UTILITY FUND

33% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 33%
Revenue Summary					
Water Revenue	\$ 4,062,949	\$ 211,320	\$ 1,027,417	25.29%	A
Sewer Revenue	3,092,342	263,783	1,051,435	34.00%	
Fees	162,200	15,101	77,536	47.80%	B
Impact Fees	-	-	-		
Interest Income	3,500	-	21	0.59%	
Miscellaneous Income	1,000	-	-	0.00%	
Total Revenue	\$ 7,321,991	\$ 490,204	\$ 2,156,408	29.45%	
Expenditure Summary					
Utility Administration	\$ 268,754	\$ 22,823	\$ 82,957	30.87%	C D
Water Operations	3,990,717	312,695	1,274,674	31.94%	
Sewer Operations	3,006,735	798,778	1,718,384	57.15%	
Meter Reading	126,110	18,364	62,595	49.64%	
Total Expenditures	\$ 7,392,316	\$ 1,152,660	\$ 3,138,610	42.46%	
Total Revenue Over/Under Expenses	\$ (70,325)	\$ (662,456)	\$ (982,202)		

Explanation of Major Variances:

- A** Water Revenue is at 25.29% of budget after four months, compared to 29.32% in previous year.
- B** Impact Fees are no longer reported in the Utility Fund
- C** Sewer Operations includes \$885,000 in capital projects budgeted in previous years.
- D** Year-to-date Meters Purchased are at 87% of budget as of January 31st.

Monthly Revenue and Expenditure Report
January 31, 2014
(Unaudited)

Debt Service Fund

33% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 33%
Revenue Summary					
Property Tax	\$ 2,915,826	\$ 1,084,084	\$ 2,709,415	92.92%	A
Interest Income	1,500	-	64	4.29%	
Total Revenue	\$ 2,917,326	\$ 1,084,084	\$ 2,709,480	92.88%	
Expenditure Summary					
Fees	\$ 1,000	\$ -	\$ -	0.00%	B B
Principal	1,125,000		-	0.00%	
Interest	1,798,531			0.00%	
Total Expenditures	\$ 2,924,531	\$ -	\$ -	0.00%	
Total Revenue Over/Under Expenses	\$ (7,205)	\$ 1,084,084	\$ 2,709,480		

A Property tax collections peak in the months of December and January

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

City of Sachse
Monthly Revenue and Expenditure Report
January 31, 2014
(Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

33% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 33%
Revenue Summary					
Sales Tax	\$ 429,796	\$ 30,716	\$ 140,743	32.75%	
Other Income	\$ -	\$ 10,000	\$ 10,000		A
Interest Income	7,500	-	3,250	43.33%	
Total Revenue	\$ 437,296	\$ 40,716	\$ 153,993	35.21%	
Expenditure Summary					
Expenditures	507,757	19,855	60,616	11.94%	
Total Expenditures	\$ 507,757	\$ 19,855	\$ 60,616	11.94%	
Total Revenue Over/Under Expenses	\$ (70,461)	\$ 20,860	\$ 93,377		

Explanation of Major Variances:

A Garland ISD Contribution

City of Sachse

Monthly Revenue and Expenditure Report

January 31, 2014

(Unaudited)

Impact Fee Fund

33% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
					33%
Revenue Summary					
Water Impact Fees	\$ 115,000	59,260	61,978	53.89%	
Sewer Impact Fees	47,000	39,011	112,289	238.91%	
Street Impact Fees	76,000	\$ 63,409	\$ (356,279)	-468.79%	A
Interest Income	-	-	1,842		
Total Revenue	\$ 238,000	\$ 161,680	\$ (180,171)	-75.70%	
Expenditure Summary					
Transfers to Utility Fund-Water	\$ -	\$ -	\$ -		
Transfers to Utility Fund-Sewer	-		-		
Transfers to Capital Projects	350,000			0.00%	
Total Expenditures	\$ 350,000	\$ -	\$ -	0.00%	
Total Revenue Over/Under Expenses	\$ (112,000)	\$ 161,680	\$ (180,171)		

A Collected Impact Fees are offset by fees refunded to developer for constructed infrastructure

City of Sachse
Monthly Revenue and Expenditure Report
January 31, 2014
(Unaudited)

Street Maintenance Tax Fund

33% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 33%
Revenue Summary					
Sales Tax	\$ 214,900	\$ 15,363	\$ 29,533	13.74%	A
Interest Income	500	-	1	0.18%	
Total Revenue	\$ 215,400	\$ 15,363	\$ 29,534	13.71%	
Expenditure Summary					
Bonanza Asphalt Repair	\$ 85,000	\$ -	\$ -	0.00%	
Ponderosa Asphalt Reconstruction	100,000		-	0.00%	
ParkRidge Circle Pavement	25,000			0.00%	
Total Expenditures	\$ 210,000	\$ -	\$ -	0.00%	
Total Revenue Over/Under Expenses	\$ 5,400	\$ 15,363	\$ 29,534		

A Includes receipts for December and January

City of Sachse
Monthly Revenue and Expenditure Report
January 31, 2014
(Unaudited)

HEALTH INSURANCE FUND

33% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 33%
Revenue Summary					
Transfers In-General Fund	\$ 765,503	\$ 63,625	\$ 254,500	33.25%	
Interest	-		4		
Total Revenue	\$ 765,503	\$ 63,625	\$ 254,504	33.25%	
Expenditure Summary					
City Manager	\$ 16,711	\$ 1,288	\$ 5,256	31.45%	
City Secretary	4,977	406	1,586	31.87%	
Human Resources	9,590	783	3,059	31.89%	
Finance	27,598	1,560	6,574	23.82%	
Municipal Court	10,557	862	3,366	31.88%	
Parks & Recreation	43,717	3,434	13,033	29.81%	
Senior Programs	6,260	511	1,996	31.88%	
Library Services	14,557	1,189	4,641	31.88%	
Community Development	46,442	3,483	13,009	28.01%	
Streets & Drainage	57,161	4,135	15,438	27.01%	
Facility Maintenance	14,283	1,163	4,542	31.80%	
Police	233,368	15,474	60,756	26.03%	
Animal Control	18,542	1,209	4,022	21.69%	
Fire/EMS	120,591	9,113	34,670	28.75%	
Combined Services	61,962	8,383	16,679	26.92%	
Utility Administration	9,537	780	3,049	31.97%	
Water Operations	26,994	2,204	8,607	31.88%	
Sewer Operations	14,503	1,186	4,223	29.12%	
Meter Reading	9,391	758	2,956	31.48%	
City Engineer	18,762	1,524	5,948	31.70%	
Total Expenditures	\$ 765,503	\$ 59,445	\$ 213,409	27.88%	
Total Revenue Over/Under Expenses	\$ -	\$ 4,180	\$ 41,096		

Explanation of Major Variances:



Legislation Details (With Text)

File #:	14-2067	Version:	1	Name:	Consider approval of revised contract with Dallas County for tax collection services
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	2/25/2014	In control:		In control:	City Council
On agenda:	3/3/2014	Final action:		Final action:	
Title:	Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement by and between Dallas County, Texas, and The City of Sachse, for Dallas County, through its county tax assessor-collector, to assess and collect all ad valorem property taxes subject to the city's taxing jurisdiction; and providing for an effective date. Executive Summary The Dallas County Tax Assessor/Collector's office provides consolidated billing and tax collections for entities in the county. They are currently reviewing the interlocal contracts for the entities they serve in order to be up-to-date with current laws and technology, and to maintain consistency among the entities they serve.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Dallas County Tax Collector Letter to Entity-RE New Contract.pdf City of Sachse New Contract - Jan 2014.pdf 51SACHSE Resolution Approving Agreement with Dallas County for Tax Assessment and				

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement by and between Dallas County, Texas, and The City of Sachse, for Dallas County, through its county tax assessor-collector, to assess and collect all ad valorem property taxes subject to the city's taxing jurisdiction; and providing for an effective date.

Executive Summary

The Dallas County Tax Assessor/Collector's office provides consolidated billing and tax collections for entities in the county. They are currently reviewing the interlocal contracts for the entities they serve in order to be up-to-date with current laws and technology, and to maintain consistency among the entities they serve.

Background

The revised contract differs from the existing contract in the following three areas:

- 1) The Notice of Annual Per Parcel Cost will be provided on or before the 1st day of March each year; however, it will be now considered as an addendum to the new contract - see page 2, Compensation, paragraphs 1 & 2.
- 2) Payment for Collection Services performed by the Tax Office must be deducted

from collections in January in lieu of payment by check. This represents a change for City of Sachse since checks have been issued in the past - see page 2, Compensation, 3rd paragraph.

3) All tax rates must be adopted on or before the third Wednesday in September - see page, Notice of Applicable Tax Rates.

Policy Considerations

The proposed contract complies with the City Charter.

Budgetary Considerations

N/A

Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement by and between Dallas County, Texas, and the City of Sachse, for Dallas County, through its county tax assessor-collector, to assess and collect all ad valorem property taxes subject to the city's taxing jurisdiction; and providing for an effective date, as a Consent Agenda item.



DALLAS COUNTY TAX OFFICE
JOHN R. AMES, CTA
TAX ASSESSOR/COLLECTOR

January 14, 2014

Teresa Savage
Finance Manager
City of Sachse

Dear Taxing Entity:

Thank you for the opportunity to partner with your organization in providing your taxpayers with a consolidated office for property tax collections. In the past five years, my team and I have strived to make improvements to many areas of our office including customer service to our citizens, increased collections for our entities and ease of use for all. I believe our measure of success is evidenced by the many positive customer surveys received and by the record breaking collections we've had in the past two years.

As part of our constant goal of improvement and efficiencies, the Tax Office began reviewing the various interlocal contracts currently in place. Due to advances in technology, state law changes and the ever-changing environment under which we work, we have determined that these contracts should be re-written and adopted by all of our entities. Not only will the new contracts be up to date with current laws and technology, they will be consistent among all of our entities.

As of January 1st, Betty Holland stepped into a new role, until her retirement in October, as the Director of Special Projects. Working with your entity to update your collections contract will be one of her top priorities. We are excited to present this to you and we trust you understand our need for continuity. This process will be completed in phases; and, you will be contacted well in advance to have this contract reviewed by your legal counsel.

We are also pleased to announce that the current cost of collections for this upcoming tax collection season, 2014-15, will remain the same as this year. Additionally, the new contract will provide us an opportunity to update you on an annual basis for the cost of collection services.

We sincerely appreciate our partnership with you and we are looking forward to the future! If you have any questions, please give Betty a call at 214-413-4238.

Respectfully,

A handwritten signature in dark ink, appearing to read "John R. Ames".

John R. Ames, CTA
Tax Assessor/Collector

CC: Sara Word, Accountant

Mission Statement

Provide Dallas County Citizens with Excellent Service using Innovative Technology to Ensure Quality Collections.

Records Building ♦ 500 Elm St ♦ Dallas, TX 75202 ♦ 214-653-7811



CONTRACT FOR ASSESSMENT AND COLLECTION BETWEEN DALLAS COUNTY, TEXAS AND THE CITY OF SACHSE

PURPOSE:

This contract is between the Dallas County, Texas, through its' County Tax Assessor-Collector, and the City of Sachse ("Taxing Unit") and is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 791.011 of the Texas Government Code.

I. SCOPE OF SERVICES

1. SERVICES TO BE RENDERED BY TAX ASSESSOR/COLLECTOR

Dallas County, through its County Tax Assessor-Collector, (collectively referred to as "TAC"), shall assess and collect ad valorem property taxes upon all properties subject to the Taxing Unit's taxing jurisdiction, and shall perform said services in the same manner and fashion as TAC collects taxes due and owing County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates, and regulations, and shall include the following: (1) receiving the Certified Appraisal Roll from the appropriate Appraisal District(s) and monthly changes thereto, (2) providing mortgage companies, property owners and/or tax representatives tax roll and payment data, (3) providing all necessary assessments of taxes as required, (4) the transmittal of tax statements via appropriate medium (5) processing property tax payments, and (6) calculations of the effective tax rates, roll back tax rates and Truth in Taxation notices for publication unless instructed otherwise.

Additionally, on Taxing Unit's behalf, TAC shall (1) approve and refund erroneous or overpayments, if provided sufficient historical information by Taxing Unit, (2) approve or reject requests for waiver of penalties and interest for delinquent taxes owed, (3) prepare and issue tax certificates, and (4) prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad valorem taxes.

2. ADDITIONAL SERVICES AVAILABLE TO TAXING UNIT

TAC might further perform or render additional related services when requested by Taxing Unit, which additional services might result in additional costs and fees to be paid by Taxing Unit. Before any such additional services are commenced by the TAC, said services and attendant costs and fees shall be confirmed by separate written agreement.

3. EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the TAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost and shall be confirmed by separate written

agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the election.

In the event of a rollback election by the Taxing Unit, the TAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

II. COMPENSATION

In consideration of the services provided by the TAC, Taxing Unit shall pay TAC for the services provided herein, the amounts reflected in the attached Notice of Annual Per Parcel Cost. The Notice of Annual Per Parcel Cost attached hereto is incorporated herein for all purposes and constitutes a part of this contractual agreement.

It is expressly understood and agreed that the Notice of Annual Per Parcel Cost might be amended over time. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by supplemental, amended or a replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, said notice shall be provided on or before the 1st day of March of each year, with an effective date of October 1st of the new tax year.

The TAC's compensation for performing the primary services contemplated herein shall be deducted from current collections by January 31st annually, and shall include, but not be limited to all accounts added through supplements to the tax collection system from the certified Tax Roll received from the applicable appraisal district(s) since certification.

III. COOPERATION

The Taxing Unit shall provide to the TAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

The Taxing Unit shall provide to the TAC all accounts involved in the establishment of a new Public Improvement District ("PID") or any additions or deletions of an existing PID. PID rates must be adopted per \$100 of valuation as determined and certified by the applicable Appraisal District(s).

Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

IV. NOTICE OF APPLICABLE TAX RATES

Taxing Unit shall provide the TAC with timely notice regarding the adoption all applicable tax rates and exemptions, as well as related directives, orders, decisions or other matters which impact the assessment and collection of ad valorem property taxes. As used herein, the phrase "timely" shall mean adopting the applicable tax rate for the Taxing Unit and providing notice to the TAC of same no later than the 3rd Wednesday of September for each year that this Contract remains in effect.

In the event that the Taxing Unit does not timely adopt its tax rate on or before the 3rd Wednesday of September and notify TAC of same, the Taxing Unit agrees that it will bear all reasonable and additional costs incurred by TAC as a direct or indirect result of Taxing Unit's failure to timely adopt its tax rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost.

V. DEPOSIT OF FUNDS

All funds collected by the TAC on Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by Taxing Unit at its depository bank. If any daily collection total is less than Twenty-five Dollars (\$25.00), the distribution will be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least Twenty-five Dollars (\$25.00).

After initiation of the aforementioned ACH transfers from the Dallas County Tax Office's Depository Account to the Taxing Unit's designated Depository Account, the TAC retains no responsibility, and shall have no liability, for the further management and processing of said funds.

VI. REFUNDS

Refunds will be made by the TAC on Taxing Unit's behalf only as set forth herein. The TAC will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the TAC.

The TAC agrees to issue refund checks on behalf of the Taxing Unit based on value changes as provided by the Appraisal Districts; should a Taxing Unit have insufficient collections to repay the Tax Office within 15 days then the outstanding sum must be paid in full upon notification by the Tax Office.

In the event that the Taxing Unit is a party in any lawsuit regarding the collection of taxes provided for herein, which matter is resolved by settlement or final judgment requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the TAC shall be permitted to make such refund on the Taxing Unit's behalf, and to debit such amount from tax payment proceeds currently held by the TAC on behalf of the Taxing Unit.

VII. AUDIT CONTROLS

The TAC shall employ and utilize appropriate internal and external audit controls to insure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the TAC shall cooperate with the Taxing Unit's independent auditors by providing necessary explanations of all reports as well as providing access to relevant databases maintained by the Dallas County Tax Office.

VIII. DELINQUENT TAX COLLECTION

In addition to the services provided herein, the TAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent ad valorem property taxes owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the TAC in enforcing the collection of delinquent taxes. To avoid duplication of efforts and unnecessary costs to the taxpayer, the TAC recommends employing the same counsel for both the TAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the TAC and the attorney.

In the event the Taxing Unit utilizes different legal counsel than the one employed by the TAC, the Taxing Unit agrees to pay the additional cost, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual Per Parcel Cost.

IX. NOTICES

Notices required to be given to either party to this agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via United States Mail, certified or registered, postage prepaid, and confirmed received by intended recipient.

X. SUPPLEMENTAL SURETY BOND RECOMMENDED

The TAC recommends that the Taxing Unit obtain additional and adequate surety bond for the TAC specifically related to all anticipated services to be performed and rendered hereunder, with all associated premiums for such bond to be paid by the Taxing Unit.

XI. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of last execution by any party hereto, and continue in full force and effect, from year to year, until such time as either party, by written notice to the other, terminate the same. Notice of termination given hereunder on or before the 1st day of April of the tax year in which the party intends termination, shall be effective immediately following the 30th day of September following such notice.

XII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities, Title 5 of the Texas Civil Remedies Code and all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunities from suit or from liability that the parties have by operation of law.

XIII. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection contains the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the TAC and the Taxing Unit. This contract supersedes any prior understandings and agreements between the parties, written or oral, pertaining to the same subject matters.

This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations herein shall be performed in Dallas County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

This contract shall be binding upon and inure to the benefit of the parties hereto, and to their respective successors and assigns.

Should one or more provisions contained herein be declared invalid, illegal, or otherwise unenforceable, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions, and the remainder of this Agreement shall remain in full effect.

AGREED AS TO FORM AND CONTENT:

William K. George
City Manager
City of Sachse

Date

Clay Lewis Jenkins
Dallas County Judge

Date

ACKNOWLEDGMENT:

John R. Ames, CTA
Dallas County Tax Assessor-Collector

Date

APPROVED AS TO FORM:

Craig Watkins, District Attorney

Teresa Guerra Snelson
Chief, Civil Division

By: Paul E. Hamilton
Assistant District Attorney

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



DALLAS COUNTY TAX OFFICE
JOHN R. AMES, CTA
TAX ASSESSOR/COLLECTOR

Annual Notice of Per Parcel Cost for Ad Valorem Tax Collections

August 2013

Please accept this as the annual notice of the per parcel cost of collections for your Ad Valorem taxes per the agreed upon in the contract for assessment and collection with your governmental entity and the Dallas County Tax Assessor/Collector's Office.

These per parcel costs will be effective with the July 2014 certified roll and will be billed and collected by January 31, 2015.

	2013 Tax Year	2014 Tax Year
Parcels within Dallas County (Certified by the Dallas Central Appraisal District)	\$1.30	\$1.30
Parcels outside of Dallas County (Certified by any other CAD besides Dallas CAD)	\$2.95	\$2.95
Public Improvement Districts (PIDs) (As approved by the appropriate municipality)	\$2.75	\$2.75

Please attach this notice to your original Assessment and Collection Contract as the official costs determined and agreed upon by the Dallas County Auditor's Office, Tax Assessor's Office and the Commissioners Court.

John R. Ames, CTA
Tax Assessor/Collector

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN DALLAS COUNTY, TEXAS, AND THE CITY OF SACHSE, FOR DALLAS COUNTY, THROUGH ITS COUNTY TAX ASSESSOR-COLLECTOR, TO ASSESS AND COLLECT ALL AD VALOREM PROPERTY TAXES SUBJECT TO THE CITY'S TAXING JURISDICTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, this Agreement is entered into pursuant to Section 6.24 of the Texas Property Code and Section 791.011 of the Texas Government Code; and

WHEREAS, Dallas County, through its County Tax Assessor-Collector (collectively referred to as "TAC"), shall assess and collect ad valorem property taxes upon all properties subject to the City's taxing jurisdiction, and shall perform said services in the same manner and fashion as TAC collects taxes due and owing the County on its own taxable properties; and

WHEREAS, the services rendered under this Agreement shall conform with all applicable and controlling laws, rules, orders, mandates, and regulations, and shall include (1) receiving the Certified Appraisal Roll from the appropriate Appraisal District(s) and monthly changes thereto; (2) providing mortgage companies, property owners and/or tax representatives with tax roll and payment data; (3) providing all necessary assessments of taxes as required; (4) the transmittal of tax statements via appropriate medium; (5) processing tax payments; and, (6) calculations of the effective tax rates, roll back tax rates and Truth in Taxation notices for publication unless instructed otherwise; and

WHEREAS, on the City's behalf, TAC shall (1) approve and refund erroneous or overpayments, if provided, sufficient information by the City; (2) approve or reject requests for waivers of penalties and interest for delinquent taxes owed; (3) prepare and issue tax certificates; and (4) prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad valorem taxes; and

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

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

SECTION 1. That the City Manager is hereby authorized to execute the Agreement, attached hereto as Exhibit "A", with Dallas County, Texas, for Dallas County, through its County Tax Assessor-Collector, to assess and collect all ad valorem property taxes subject to the City's taxing jurisdiction.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the _____ day of _____, 2014.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

EXHIBIT “A”
AGREEMENT BETWEEN DALLAS COUNTY, TEXAS AND THE CITY OF SACHSE



Legislation Details (With Text)

File #:	14-2069	Version:	1	Name:	City Council Staff Meeting - Human Resources
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	2/26/2014	In control:		In control:	City Council
On agenda:	3/3/2014	Final action:		Final action:	
Title:	Staff Briefing: Human Resources.				

Executive Summary

Each month a briefing is given to City Council providing an update of recent actions and events for a specific department. This month the Human Resources Department will brief the council.

Sponsors:

Indexes:

Code sections:

Attachments: [HR Update 2014.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Staff Briefing: Human Resources.

Executive Summary

Each month a briefing is given to City Council providing an update of recent actions and events for a specific department. This month the Human Resources Department will brief the council.

Background

Each month a briefing is given to City Council providing an update of recent actions and events for a specific department. This month the Human Resources Department will brief the council.

Policy Considerations

None

Budgetary Considerations

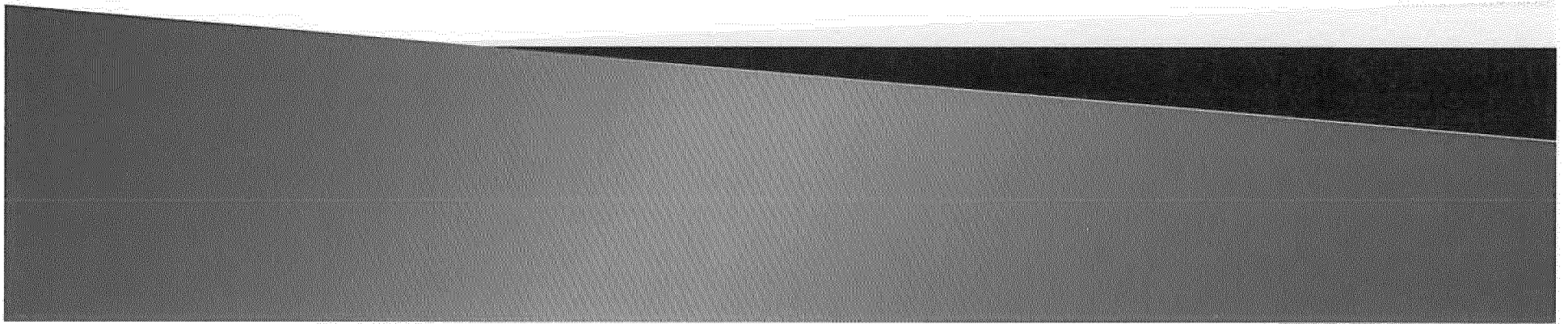
None

Staff Recommendations

None Required.

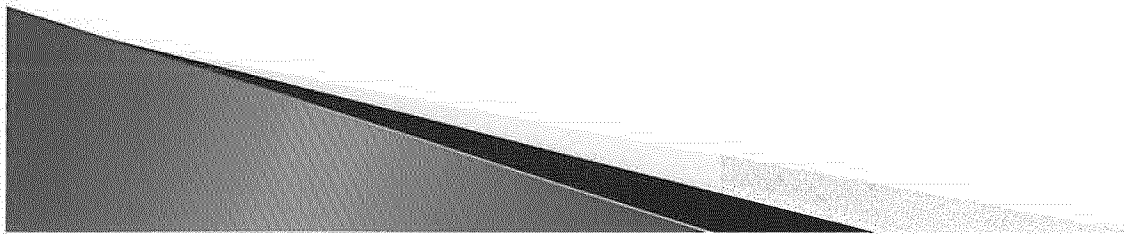


Human Resources Update 2014



Areas of Responsibility

- ▶ Benefits
- ▶ Compensation/Classification
- ▶ Employee Relations
- ▶ Employment
- ▶ Performance Management
- ▶ Policies/Procedures
- ▶ Training
- ▶ Workers Compensation



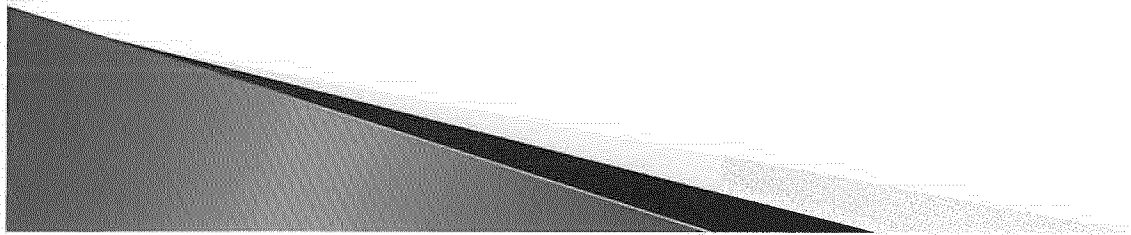
Major HR Laws

- ▶ Title VII, Civil Rights Act (1964, 1991)
- ▶ Fair Labor Standards Act (1938–affected public sector in 1985)
- ▶ Equal Pay Act (1963)
- ▶ Consolidated Omnibus Budget Reconciliation Act (COBRA) (1985)
- ▶ Title I, Americans with Disabilities Act (1990)
- ▶ Family Medical Leave Act (1993)
- ▶ Health Insurance Portability and Accountability Act (HIPAA)



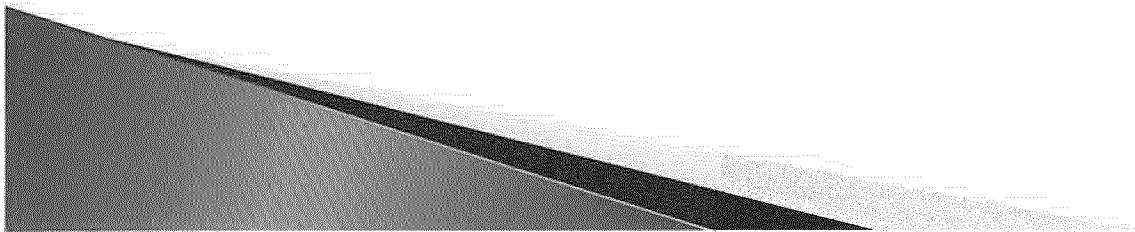
Major HR Laws

- ▶ Uniformed Services Employment and Re-employment Rights Act (USERRA) (1994)
- ▶ Immigration Reform & Control Act (IRCA) (1986) – Sachse is an IMAGE Employer
- ▶ Fair Credit Reporting Act (FCRA) (1970)
- ▶ Patient Protection and Affordable Care Act (PPACA) (2010)
- ▶ EEO-4 Report (biennial reporting)



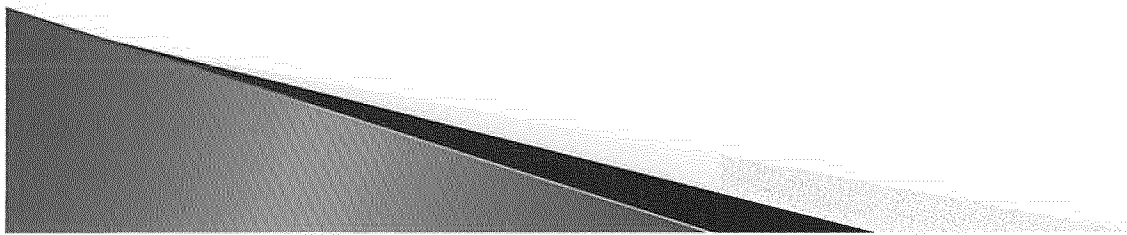
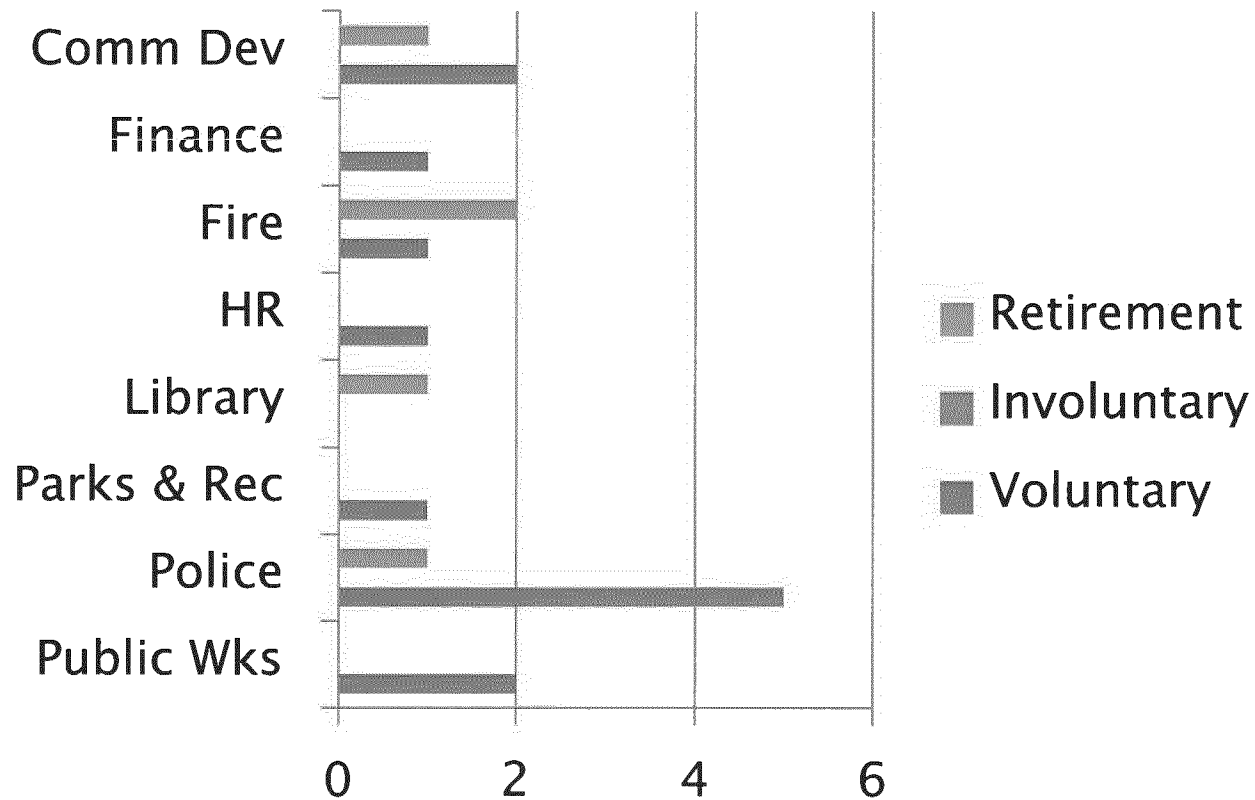
10/1/2012 – 9/30/2013 Activity

- ▶ New Hires–31
- ▶ Applications Received–2,212
- ▶ Worker's Compensation Claims–13
- ▶ Employees who have left the City–30
 - Voluntary–24
 - Involuntary–1
 - Retirement–5



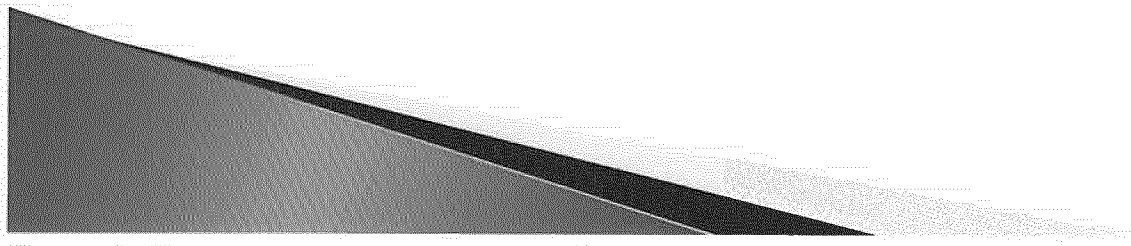
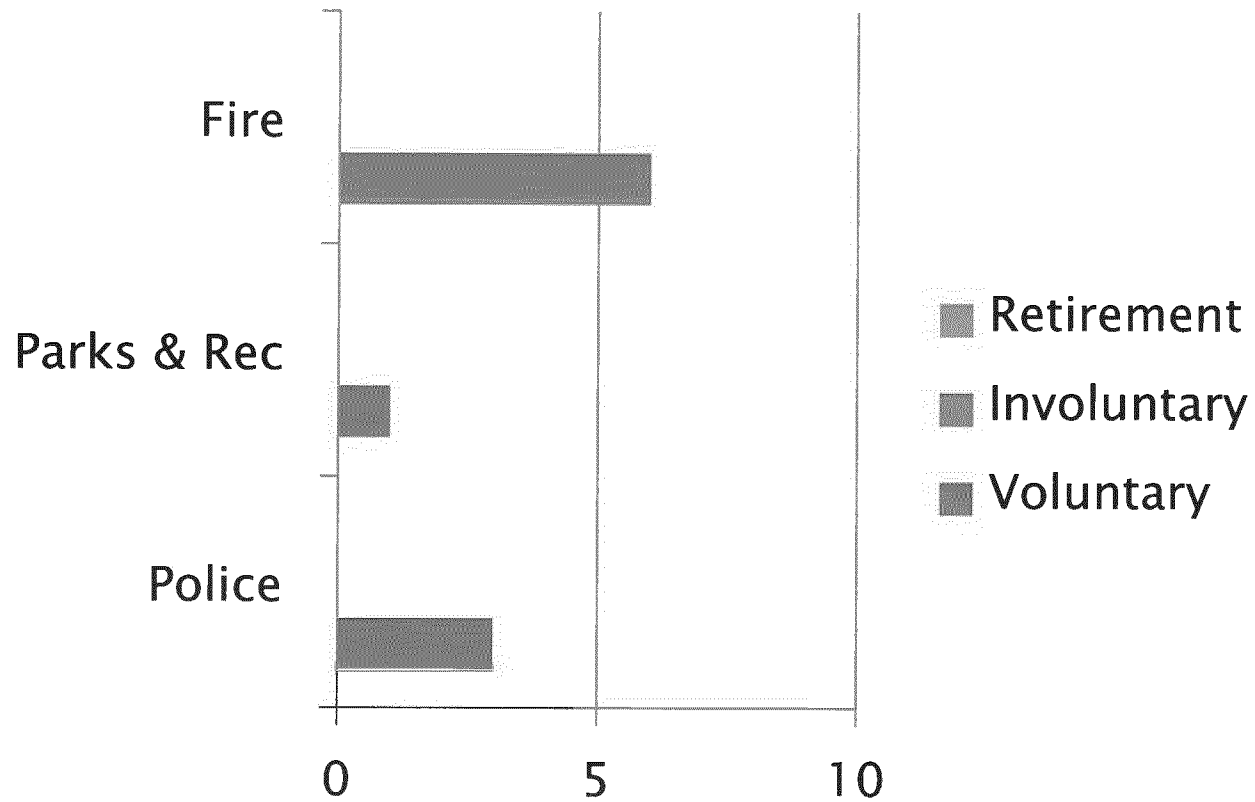
SACHSE TURNOVER 2012/2013

FULL-TIME



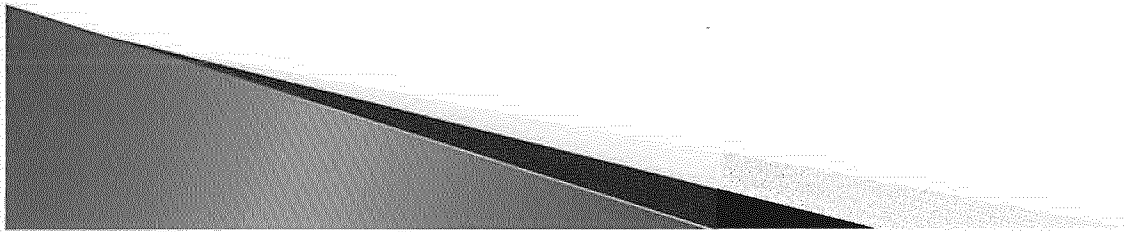
SACHSE TURNOVER 2012/2013

Part-Time, Temporary, Seasonal

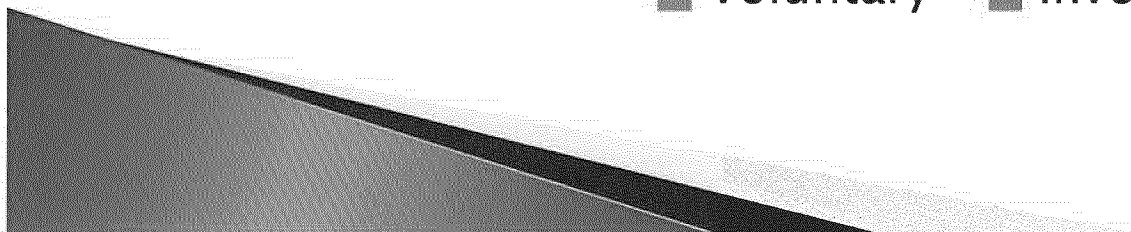
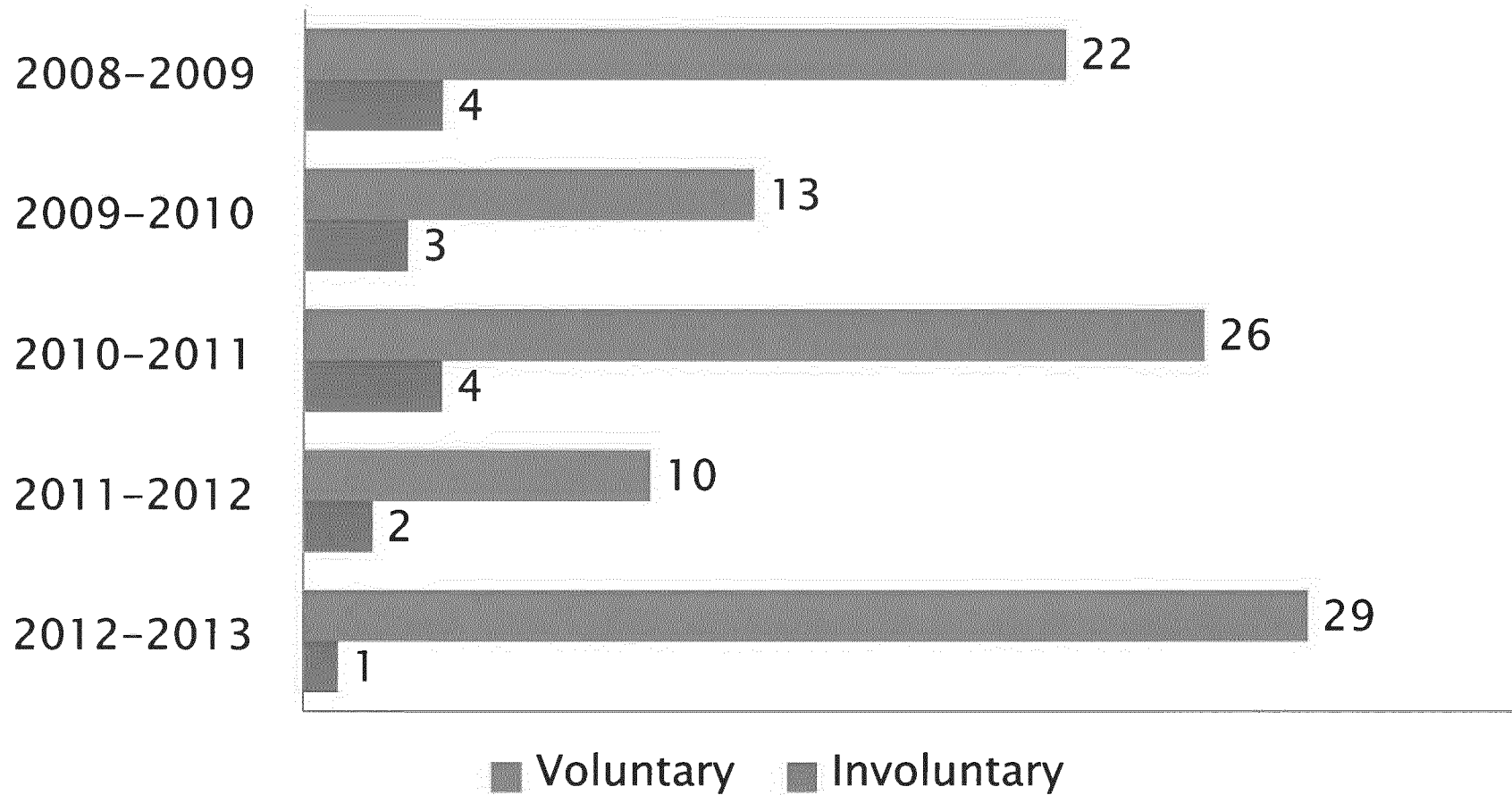


SACHSE TURNOVER 2012/2013

- ▶ Turnover Rate = 23%
- ▶ Police Turnover
 - Dispatch = 2
 - Crossing Guard = 3
 - Police Officer = 4
- ▶ Fire Turnover
 - Firefighter EMT/Paramedic = 6
 - Fire Rescue Specialist = 1
 - Secretary = 1
 - Fire Chief = 1

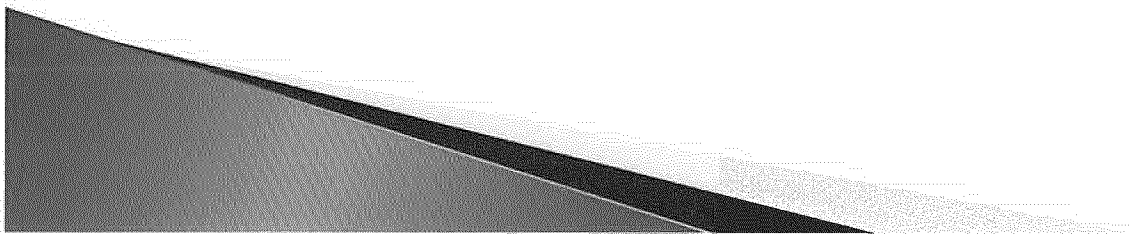


Annual Turnover



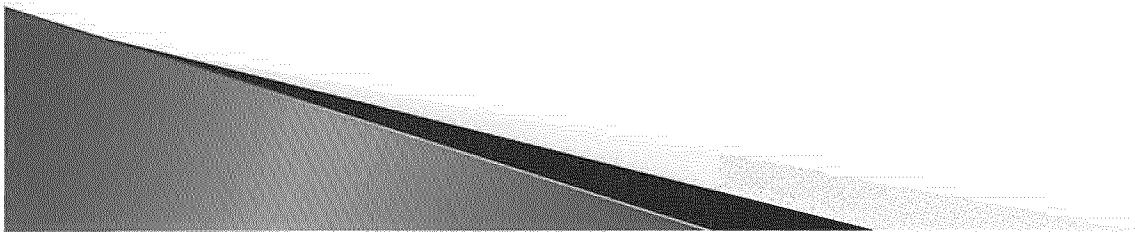
Key Positions Hired 2012/2013

- ▶ City Engineer
- ▶ Finance Manager
- ▶ Fire Chief
- ▶ Finance Director

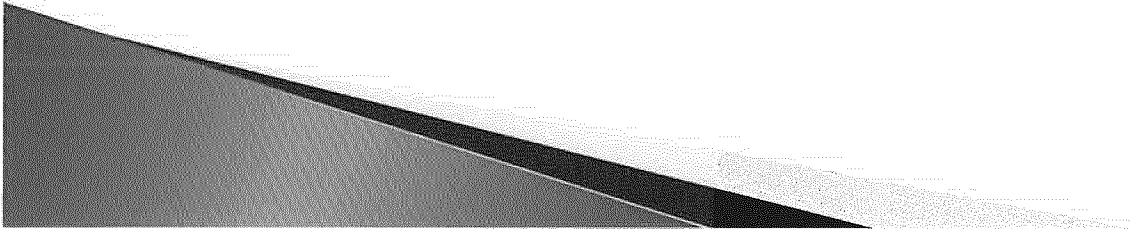
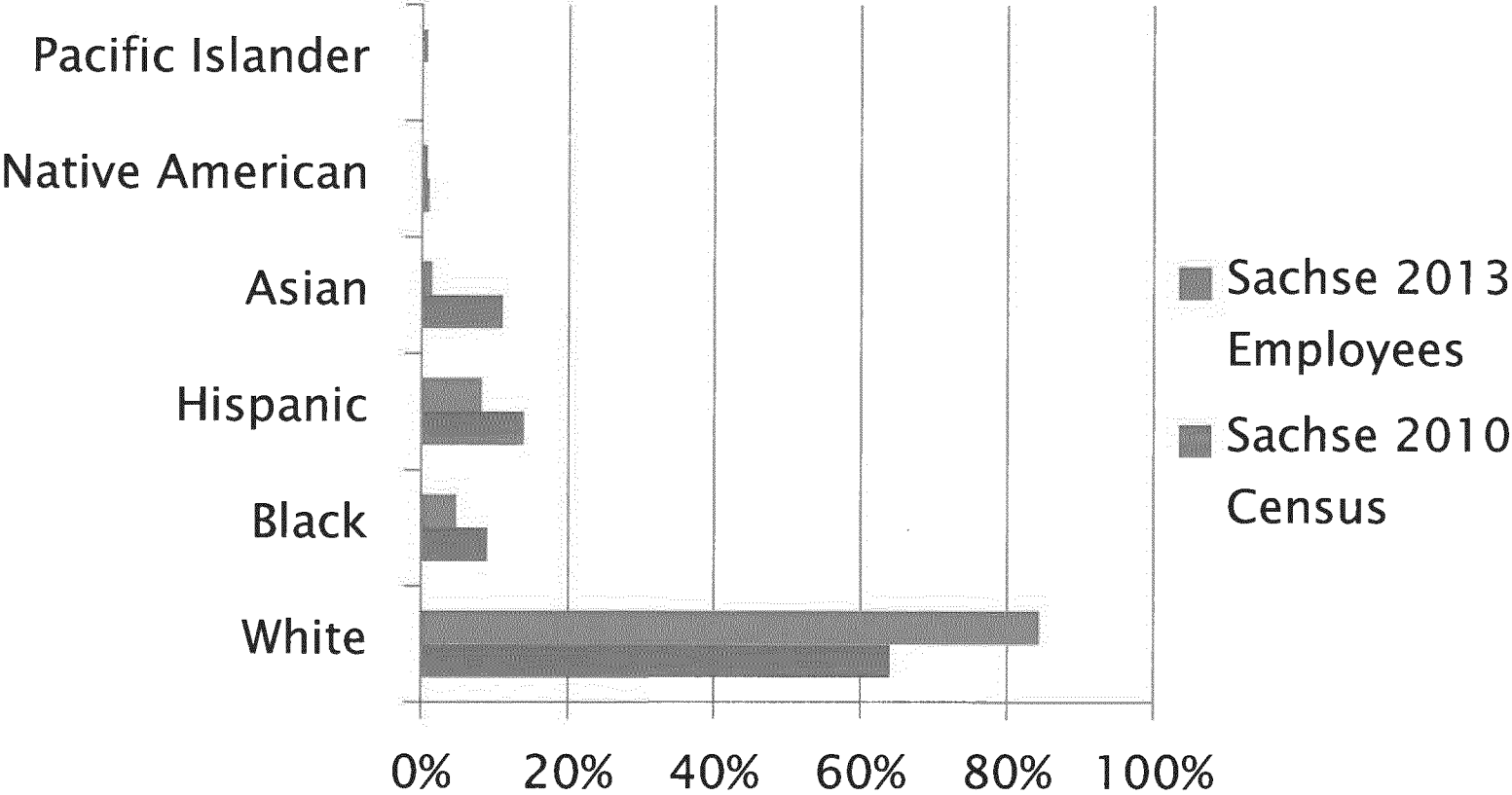


10/1/2013 – 2/25/2014 Activity

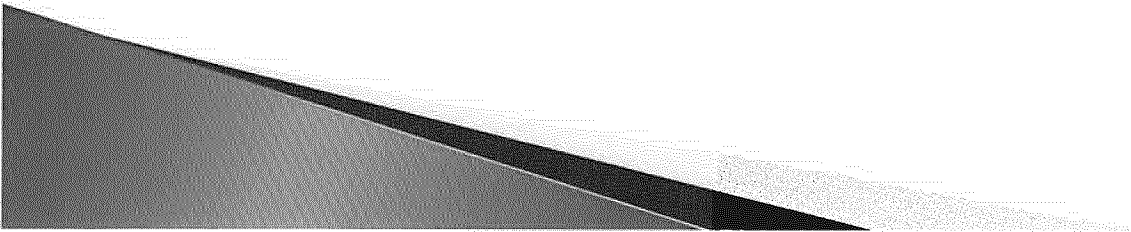
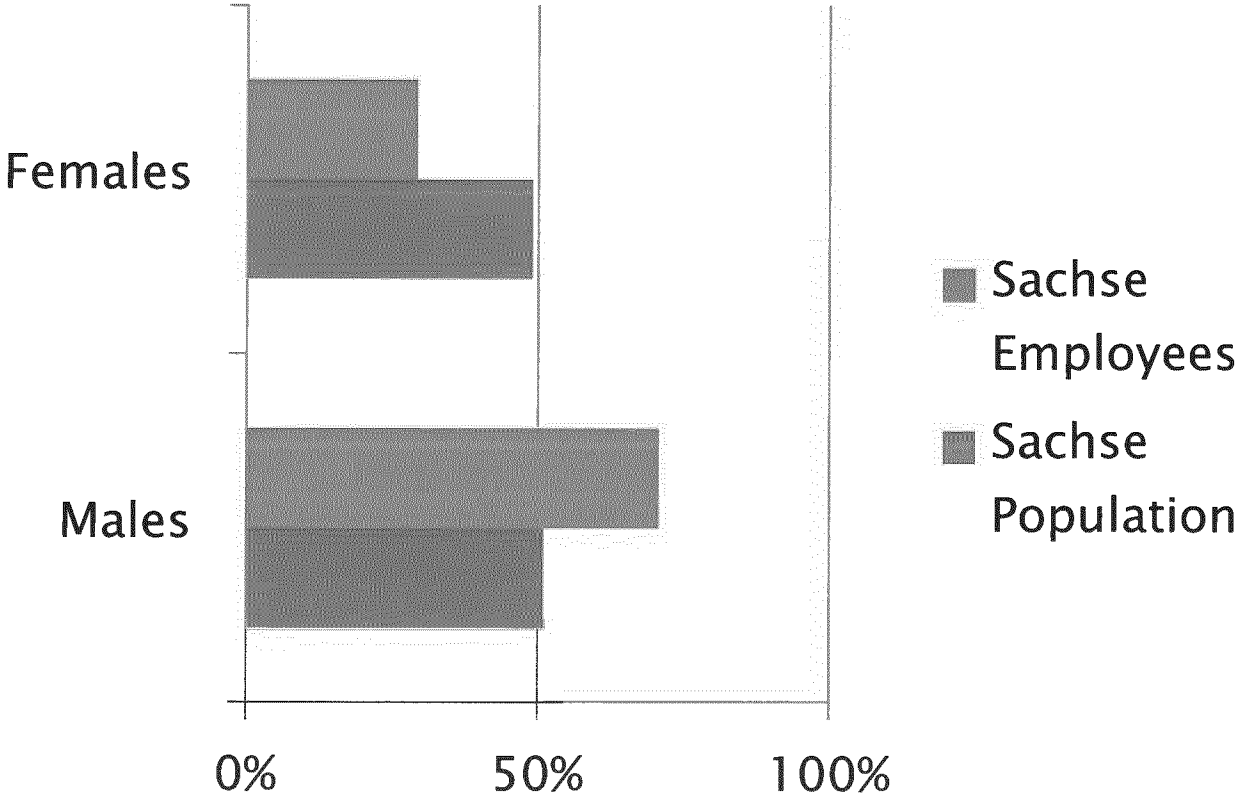
- ▶ New Hires–11
- ▶ Applications Received–658
- ▶ Worker's Compensation Claims–3
- ▶ Employees who have left the City–9
 - Voluntary–4
 - Involuntary–2
 - Retirement–3



COMPARISON BY RACE

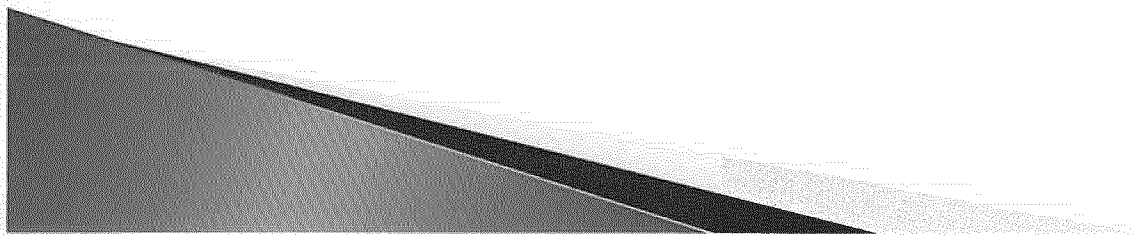


COMPARISON BY GENDER



Accomplishments

- ▶ Developed and Conducted Harassment Training with City Attorney
- ▶ Implemented New Health Insurance Options
- ▶ Renewed IMAGE Certification
- ▶ Assisted City Manager in Executive Recruitment





Legislation Details (With Text)

File #: 14-2071 **Version:** 1 **Name:** Oxford Glen Deferral Agreement Consideration
Type: Agenda Item **Status:** Agenda Ready
File created: 2/28/2014 **In control:** City Council
On agenda: 3/3/2014 **Final action:**

Title: Consider a Resolution of the City Council of the City of Sachse, Texas, authorizing the negotiation and execution by the City Manager of an agreement with Oxford Sachse Memory Care, LTD. regarding the future construction of the portion of Ben Davis Road adjacent to Lot 1, Block A, Glen Carr House of Sachse, an addition to the City of Sachse, Texas; and providing an effective date.

Executive Summary

With the development of the Glen Carr Memory Care Center, Phase 1, the developer is obligated to fund 50% of the improvements to the unimproved segment of Ben Davis Road adjacent to the property (located at Ben Davis Road and Bunker Hill Road). Since the improvements to unimproved Ben Davis road are not currently funded by the City, the developer has requested the deferment of their financial obligation for unimproved Ben Davis until one of two events happen: Ben Davis is slated to be improved or Phase 2 of the Glen Carr development is initiated. Staff would also recommend that a condition be agreed to that would require a future owner to pay the obligation, should the memory care facility be sold. This item includes a resolution that would allow for a deferral of the developer's costs for unimproved Ben Davis until one of these three events takes place.

Sponsors:

Indexes:

Code sections:

Attachments: [51Sachse Resolution authorizing development agreement with Oxford Holdnngs for memory care](#)
[Glen Carr Brochure.pdf](#)
[Glen Carr Location.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a Resolution of the City Council of the City of Sachse, Texas, authorizing the negotiation and execution by the City Manager of an agreement with Oxford Sachse Memory Care, LTD. regarding the future construction of the portion of Ben Davis Road adjacent to Lot 1, Block A, Glen Carr House of Sachse, an addition to the City of Sachse, Texas; and providing an effective date.

Executive Summary

With the development of the Glen Carr Memory Care Center, Phase 1, the developer is obligated to fund 50% of the improvements to the unimproved segment of Ben Davis Road adjacent to the property (located at Ben Davis Road and Bunker Hill Road). Since the improvements to unimproved Ben Davis road are not currently funded by the City, the developer has requested the deferment of their financial obligation for unimproved Ben Davis until one of two events happen: Ben Davis is slated to be improved or Phase 2 of the Glen Carr development is initiated. Staff would also recommend that a condition be agreed to that

would require a future owner to pay the obligation, should the memory care facility be sold. This item includes a resolution that would allow for a deferral of the developer's costs for unimproved Ben Davis until one of these three events takes place.

Background

Oxford Glen, a memory care center located at the intersection of Ben Davis Road and Bunker Hill Road, is nearing completion and close to being ready for a certificate of occupancy. The developer approached staff acknowledging their financial obligation for 50% of the costs to improve unimproved Ben Davis Road and requested that they be given the opportunity to pay their obligation at a future date.

A resolution attached to this agenda item, as written, would permit to City Manager to execute an agreement with Oxford Sachse Memory Care, LTD provided the following conditions are met:

1. The form of the agreement is approved by the City Attorney.
2. The City Engineer approves the opinion of construction cost for 1/2 of unimproved Ben Davis Road.
3. The financial obligation is secured by an Irrevocable Letter of Credit, performance bond, cash (to be held in escrow), or other means.
4. The developer pays 50% of their obligation within 60 days of receiving notice from the City and 100% within 120 days.
5. No building permit will be issued for phase 2 until the developer's obligation is met.
6. The agreement shall constitute a restrictive covenant on the Property, can be recorded in the real property records of Dallas County, Texas, and be binding on future owners of the Property.

Policy Considerations

The agreement defers a financial requirement of the City's Ordinances, but does not otherwise reduce or eliminate the requirement. The unimproved Ben Davis Road segment is not currently funded by the City.

Budgetary Considerations

None anticipated.

Staff Recommendations

Staff recommends approval of a Resolution of the City Council of the City of Sachse, Texas, authorizing the negotiation and execution by the City Manager of an agreement with Oxford Sachse Memory Care, LTD. regarding the future construction of the portion of Ben Davis Road adjacent to Lot 1, Block A, Glen Carr House of Sachse, an addition to the City of Sachse, Texas; and providing an effective date.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AUTHORIZING THE NEGOTIATION AND EXECUTION BY THE CITY MANAGER OF AN AGREEMENT WITH OXFORD SACHSE MEMORY CARE, LTD. REGARDING THE FUTURE CONSTRUCTION OF THE PORTION OF BEN DAVIS ROAD ADJACENT TO LOT 1, BLOCK A, GLEN CARR HOUSE OF SACHSE, AN ADDITION TO THE CITY OF SACHSE, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Oxford Sachse Memory Care, Ltd. (“Developer”) is nearing the completion of the first phase of construction of a memory care center (“Oxford Glen”) on property described as Lot 1, Block A, Glen Carr House of Sachse, an Addition to the City of Sachse, Texas (“the Property”); and

WHEREAS, the City’s Subdivision Ordinance requires Developer to construct a one-half of the full width of a presently unimproved portion of Ben Davis Road adjacent to the Property (“the Road Segment”); and

WHEREAS, City Administration has recommended that construction of the Road Segment be delayed until either the City is prepared to construct the full width of the Road Segment or the Developer is prepared to construct additional phases of Oxford Glen on the Property, whichever occurs first; and

WHEREAS, the City Council of the City of Sachse, Texas, finds it to be in the public interest to authorize the delay in Developer’s obligation to construct the Road Segment provided the Developer’s future performance of such obligation is secured by an agreement between the City and Developer;

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

SECTION 1. Subject to said agreement being approved as to form by the City Attorney, the City Manager is hereby authorized to negotiate and sign on behalf of the City a development agreement, public facilities deferral agreement, or similar agreement (“Agreement”) with Developer providing for the delay in construction of the Road Segment, the Agreement to contain, in substance, at least the following provisions:

- A. Developer will provide, at Developer’s expense, an opinion of cost for constructing the Road Segment, which amount, upon review and approval of the City Engineer (“the Construction Cost”), shall be the amount which must be secured by the Agreement.
- B. Developer shall be required to secure Developer’s obligation to pay the Construction Cost by causing to be delivered to the City an Irrevocable Letter of Credit, performance bond, cash (to be held in escrow), or other means acceptable

to the City Manager to secure Developer's obligation to pay the Construction Cost.

- C. Developer shall be required to remit to the City one-half (1/2) of the Construction Cost not later than 60 days after receipt of notice from the City of the City's intent to proceed with construction of the Road Segment.
- D. Developer shall be required to remit to the City of Sachse the balance of the Construction Cost not later than 120 days after receipt of notice from the City of the City's intent to proceed with construction of the Road Segment.
- E. Developer shall be required to agree that no building permit and/or certificate of occupancy shall be required to be issued by the City to construct later phases of Oxford Glen or other future improvements on the Property until Developer has deposited with the City the full amount of the Construction Cost or, alternatively, and if authorized by the City Manager, constructed the Road Segment.
- F. Developer shall agree that the Agreement shall constitute a restrictive covenant on the Property, can be recorded in the real property records of Dallas County, Texas, and be binding on future owners of the Property.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the 3rd day of March, 2014.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

APPROVED AS TO FORM:

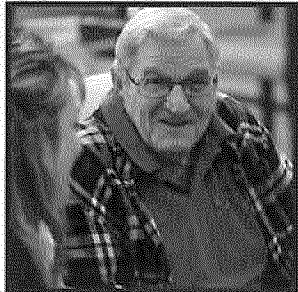


PETE SMITH, CITY ATTORNEY

(PGS:KBL:2-28-14:TM 64988)

INNOVATIVE. *Personal.*

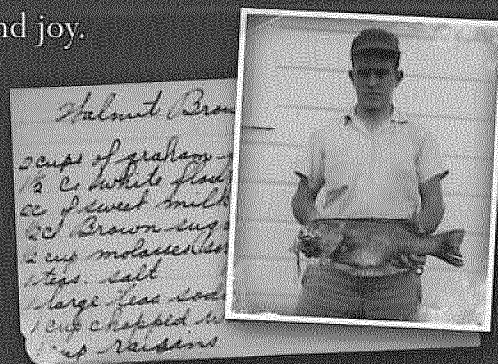
Evoking fond memories of the past that keep your loved one feeling grounded, safe and connected, our innovative programs bring comfort and security to residents and families. Our advanced treatment concepts deliver images, sounds and videos that are deeply personal, providing hope as families experience the joy of seeing residents active, alert and engaged:



- Helping to engage memory, our SimpleC Companion technology helps our certified dementia care team create custom therapies that increase participation in activities and enhance overall health through the use of cherished family photos, the trusted sound of loved ones' voices and the comfort of familiar music.
- Capturing memories of life moments — like a wedding day, the birth of a child or building birdhouses — our life experience areas help residents focus on special events and activities.
- Encouraging residents to stay actively involved in day-to-day routines, life skills concentrations provide self worth and quality of life enhancement.
- Focusing thought and creativity, life enrichment activities such as painting, gardening and dancing engage residents in nurturing personal interests.



At Oxford Glen, we do more than care for your loved one. We care *about* them. By working with families to create individualized profiles of life before Alzheimer's — secret family recipes and special fishin' stories — we create a lifestyle experience that is truly unique. Using innovative and state-of-the-art technologies, our care team treasures what was while maximizing what can be, connecting residents to family and friends in ways that provide hope and joy.



THE OXFORD MISSION

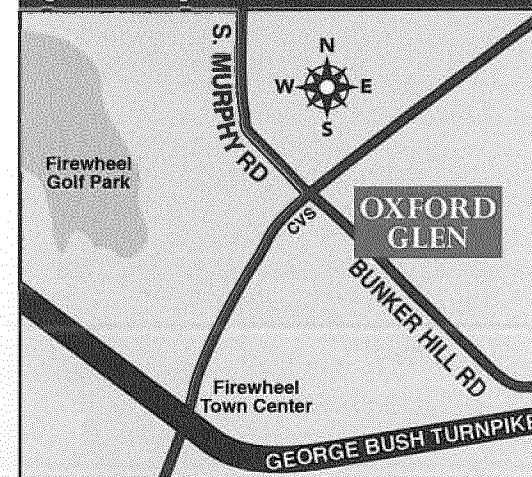
In Oxford communities, the human element of caring is our first priority; an extraordinary and empowered staff values and embodies



service to others; and the environment inspires happy residents who feel at home sharing hopes and dreams, recipes and fishin' stories.



Call today and schedule your tour
(214) 724-6918

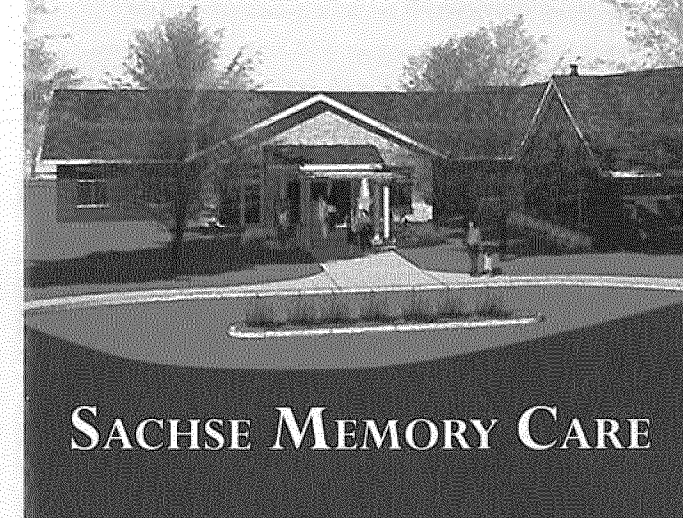


Sachse Memory Care Community
4546 Bunker Hill Road | Sachse, Texas 75048
www.OxfordatSachse.com



INNOVATIVE.

Personal. ENRICHING.



SACHSE MEMORY CARE



OUR NAMESAKE GLEN (JR.) CARR

Oxford Glen is dedicated to the legacy of a man who made family first. Blessed with an extraordinary sense of humor and unparalleled generosity, he enriched the lives of those he touched with his wit, his work ethic and his dedication of time and talent to giving back and making a difference. It is in Glen Carr's honor that we dedicate our memory care residences... not because he suffered from

Alzheimer's, but because he taught us all that it is only through knowing someone that we can know how to care for and about them. Our approach to memory care is modeled after this lesson:

Understanding who someone was before Alzheimer's is the path to understanding how to genuinely care for them now.

Call for a tour today! (214) 724-6918

ENRICHING.

From the beauty of our residences to the specialized relationship with our certified dementia care team, Oxford Glen is a community. Enriching lives through the warmth of our personalized therapies, Oxford Glen helps loved ones live life to the fullest, improving connections with family and friends.

There is hope.

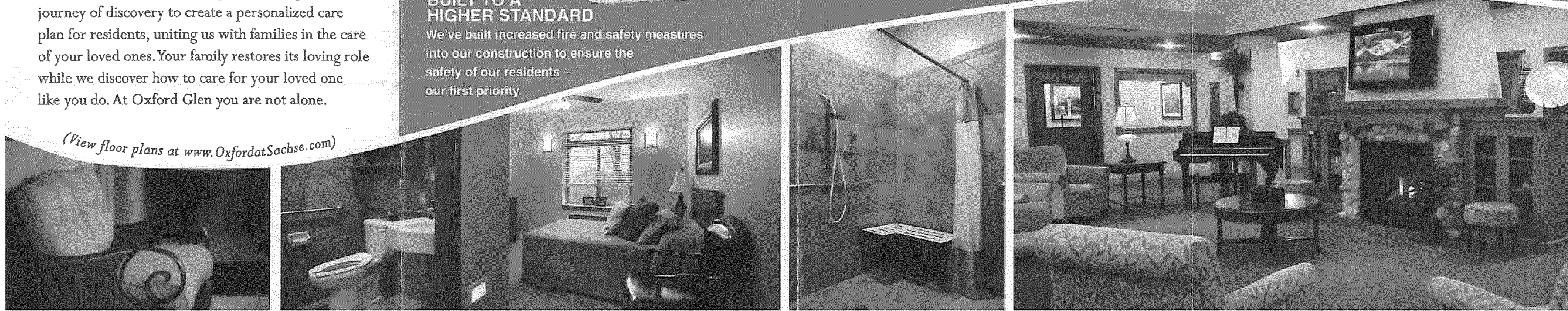
At Oxford Glen, we work together through a journey of discovery to create a personalized care plan for residents, uniting us with families in the care of your loved ones. Your family restores its loving role while we discover how to care for your loved one like you do. At Oxford Glen you are not alone.

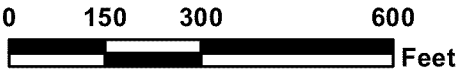
(View floor plans at www.OxfordatSachse.com)



BUILT TO A HIGHER STANDARD

We've built increased fire and safety measures into our construction to ensure the safety of our residents – our first priority.





AERIAL LOCATION MAP

*Glen Carr House of Sachse
Preliminary Plat
September 17, 2012*



Legislation Details (With Text)

File #:	14-2068	Version:	1	Name:	Present and Discuss the Patient Protection and Affordable Care Act 2010 Upcoming Preparations for 2014
Type:	Agenda Item	Status:			Agenda Ready
File created:	2/26/2014	In control:			City Council
On agenda:	3/3/2014	Final action:			
Title:	Present and Discuss the City of Sachse Health Plan to include considerations of the Patient Protection and Affordable Care Act (PPACA).				
	Executive Summary Dawn Brinson of Brinson Benefits will present information regarding the City's Health Plan and PPACA obligations.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					
Date	Ver.	Action By	Action		Result

Title

Present and Discuss the City of Sachse Health Plan to include considerations of the Patient Protection and Affordable Care Act (PPACA).

Executive Summary

Dawn Brinson of Brinson Benefits will present information regarding the City's Health Plan and PPACA obligations.

Background

Dawn Brinson will brief City Council on status of the City of Sachse health plan and updates to the Patient Protection and Affordable Care Act (PPACA).

Policy Considerations

None at this time.

Budgetary Considerations

None at this time.

Staff Recommendations

None.



Legislation Details (With Text)

File #:	14-2063	Version:	1	Name:	CD - WALMART WALL SIGN VAR CC
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	2/19/2014	In control:		In control:	City Council
On agenda:	3/3/2014	Final action:		Final action:	
Title:	Conduct a public hearing and consider the application of Wal-Mart Corporation requesting a variance from the Code of Ordinances, Chapter 3, Building Regulations, Section 3-10.C(2)(c) to permit a wall sign to have a vertical height of eight feet, which is in excess of the maximum six feet permissible by Code, for the property generally located on the northwest side of SH78/KCS Railroad, and on the south side of Woodbridge Parkway adjacent to the SH78/KCS Railroad rights-of-way.				
	Executive Summary A sign variance is being requested by the property owner to permit a wall sign to be constructed with a portion of the sign being 8-feet in height. The current Code only permits a maximum height of six feet for wall signs.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CD - WALMART WALL SIGN VAR CC - PRESENTATION.pdf CD - WALMART WALL SIGN VAR CC - ATTACHMENT 1.pdf CD - WALMART WALL SIGN VAR CC - ATTACHMENT 2.pdf CD - WALMART WALL SIGN VAR CC - ATTACHMENT 3.pdf CD - WALMART WALL SIGN VAR CC - ATTACHMENT 4.pdf				

Date	Ver.	Action By	Action	Result
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Title

Conduct a public hearing and consider the application of Wal-Mart Corporation requesting a variance from the Code of Ordinances, Chapter 3, Building Regulations, Section 3-10.C(2)(c) to permit a wall sign to have a vertical height of eight feet, which is in excess of the maximum six feet permissible by Code, for the property generally located on the northwest side of SH78/KCS Railroad, and on the south side of Woodbridge Parkway adjacent to the SH78/KCS Railroad rights-of-way.

Executive Summary

A sign variance is being requested by the property owner to permit a wall sign to be constructed with a portion of the sign being 8-feet in height. The current Code only permits a maximum height of six feet for wall signs.

Background

The subject property associated with the variance request is generally located on the

northwest side of SH78/KCS Railroad, and on the south side of Woodbridge Parkway adjacent to the SH78/KCS Railroad rights-of-way (See Attachment 1 - Location Map). The subject property retains a zoning designation of PD-19 and is located within the Commercial Tract C-3 of this planned development (See Attachment 2 - Zoning Identification Map). The proposed development on the subject property is a Wal-Mart Super Center retail store.

Current regulations permit the property owner to construct a wall sign with a maximum height of six feet; however, the property owner is requesting a variance to allow a portion of the sign to be eight feet in height, which is in excess of the maximum allowed by Code. Attachment 3 has been provided to show the proposed signage elevations and the location of each of the signs on the subject property.

Policy Considerations

Pursuant to Chapter 3, Section 3-10.B(15) of the Code of Ordinances, the applicant is required to provide the following application information:

- Name, address and telephone number of the applicant.
- Location of building, structure or lot to which or upon which the sign(s) is to be attached or erected.
- Position of the sign(s) in relation to nearby buildings or structures, including other signs.
- The zoning classification of the property on which the sign(s) is to be located. Also the zoning classification of all property within 250 feet of the sign(s) location.
- The specific variation(s) requested and the reasons and justification for such requests.
- Ten copies of the signage and site plans shall be required.

Staff has reviewed the information provided by the applicant in light of the aforementioned criteria set forth in the Code of Ordinances. In addition, the applicant has provided a Letter of Intent explaining their justification for the requested variances (See Attachment 4 for the Letter of Intent provided by the applicant).

The proposed wall sign consists of the “Walmart” text portion as well as the “spark” logo portion. As stated by the applicant in the Letter of Intent, the two portions of the sign are considered one whole part as the registered brand and are required by the WalMart to be used in a specific ratio. Therefore, the “spark” logo portion of the sign could not be reduced without reducing the “Walmart” text portion correspondingly.

Wall signs are only a part of the “signage package” for advertising the Walmart site and therefore not the sole means for branding this store location. The wall sign being located

approximately 530-ft from the Woodbridge Parkway right-of-way is not unlike other locations in the City of Sachse for similar type developments; therefore, this discredits the point of the site characteristics presenting a unique circumstance.

Budgetary Considerations

None.

Staff Recommendations

Staff recommends denial of a variance from the Code of Ordinances, Chapter 3, Building Regulations, Section 3-10.C(2)(c) to permit a wall sign to have a vertical height of eight feet, which is in excess of the maximum six feet permissible by Code, for the property generally located on the northwest side of SH78/KCS Railroad, and on the south side of Woodbridge Parkway adjacent to the SH78/KCS Railroad rights-of-way.



CITY COUNCIL

MARCH 3, 2014

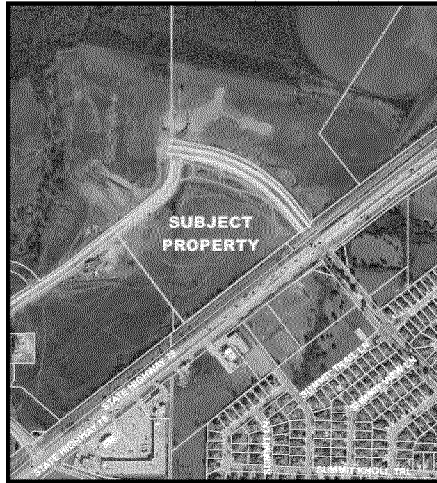
REQUEST

Conduct a public hearing and consider the application of Wal-Mart Corporation requesting a variance from the Code of Ordinances, Chapter 3, Building Regulations, Section 3-10.C(2)(c) to permit a wall sign to have a vertical height of eight feet, which is in excess of the maximum six feet permissible by Code, for the property generally located on the northwest side of SH78/KCS Railroad, and on the south side of Woodbridge Parkway adjacent to the SH78/KCS Railroad rights-of-way.



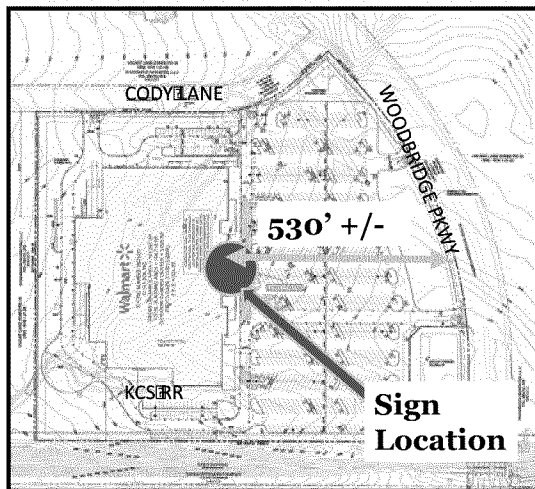
BACKGROUND

AERIAL LOCATION MAP



BACKGROUND

SIGN LOCATIONS



BACKGROUND

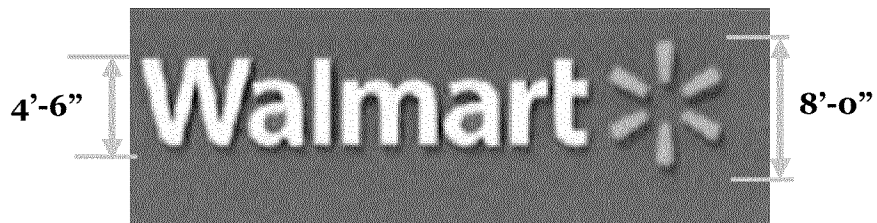
SIGNAGE ELEVATION/PERSPECTIVE



BACKGROUND

SIGNAGE PROPOSED

- Height (text): 4'-6"
- Height (logo): 8'-0"



BACKGROUND

VARIANCE REQUESTED

Section 3-10.C(2)(c). Wall signs. Wall signs shall not exceed 40 square feet or the product of two times the lineal footage of the building or store frontage for which such signs are intended, whichever is greater. Such signs shall not have a vertical height of more than six feet nor exceed 75 percent of the width of such building or store frontage. Vertical clearance shall be subject to the requirements of subsections C(2)(d) and C(2)(e) of this section.

- ☐ Variance: Permit a wall sign to have a maximum height of eight feet



POLICY CONSIDERATIONS

REQUIRED APPLICATION MATERIALS

- ☐ Name, address and telephone number of the applicant.
- ☐ Location of building, structure or lot to which or upon which the sign(s) is to be attached or erected.
- ☐ Position of the sign(s) in relation to nearby buildings or structures, including other signs.
- ☐ The zoning classification of the property on which the sign(s) is to be located. Also the zoning classification of all property within 250 feet of the sign(s) location.
- ☐ The specific variation(s) requested and the reasons and justification for such requests.
- ☐ Ten copies of the signage and site plans shall be required.



POLICY/CONSIDERATIONS

REVIEW/CRITERIA

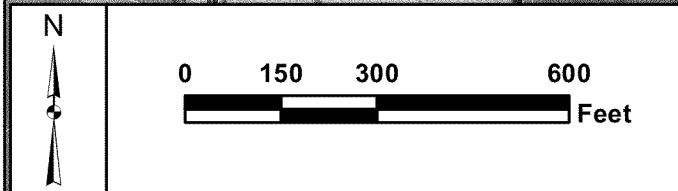
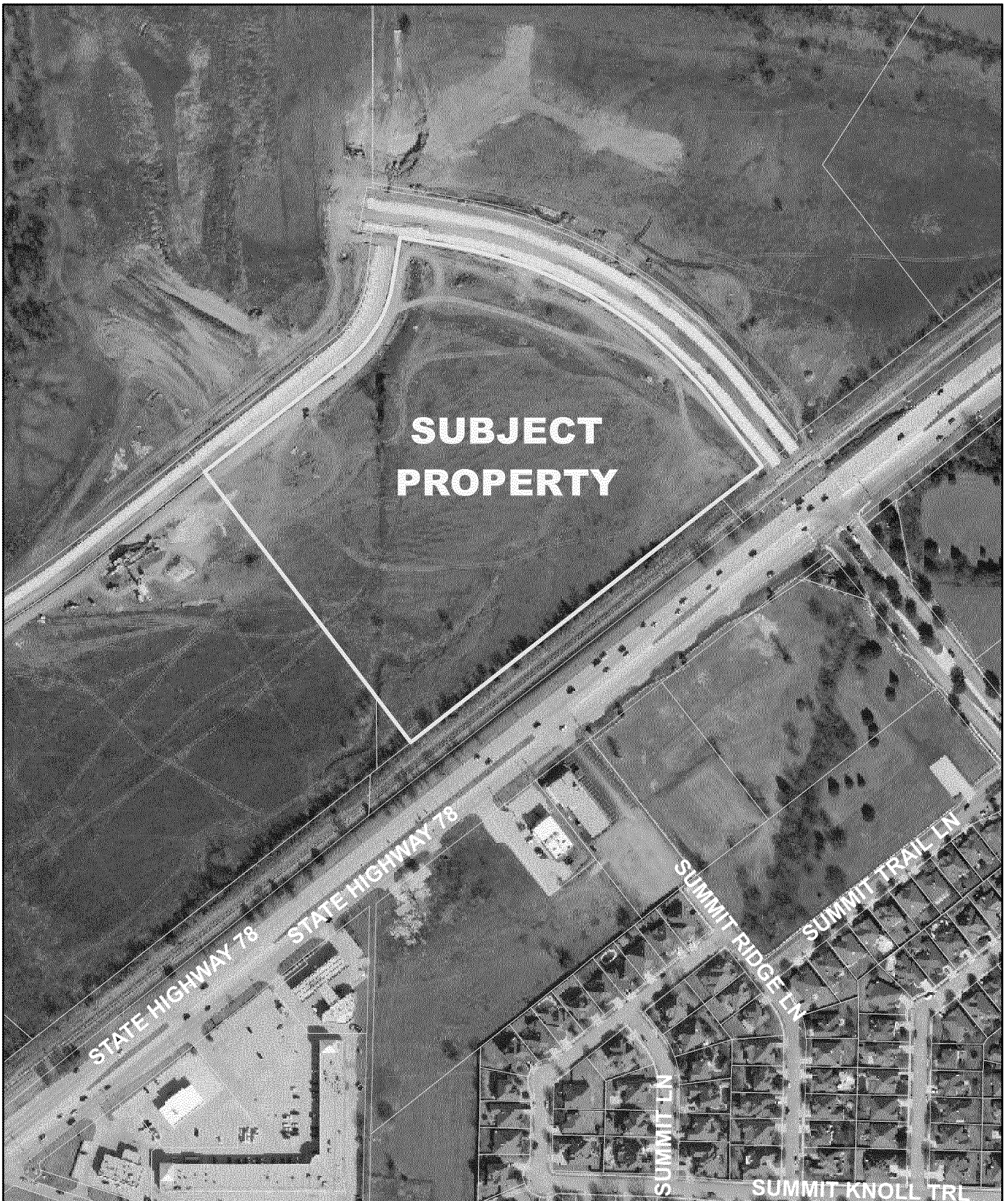
- ☐ Consider the specific variations being requested and the justification for the request.
- ☐ Among other criteria, this information will need to be considered in light of the "position of the signs in relation to nearby buildings or structures, including other signs" and the zoning classification of the subject property and "of all properties within 250 feet of the sign location."



STAFF/RECOMMENDATION

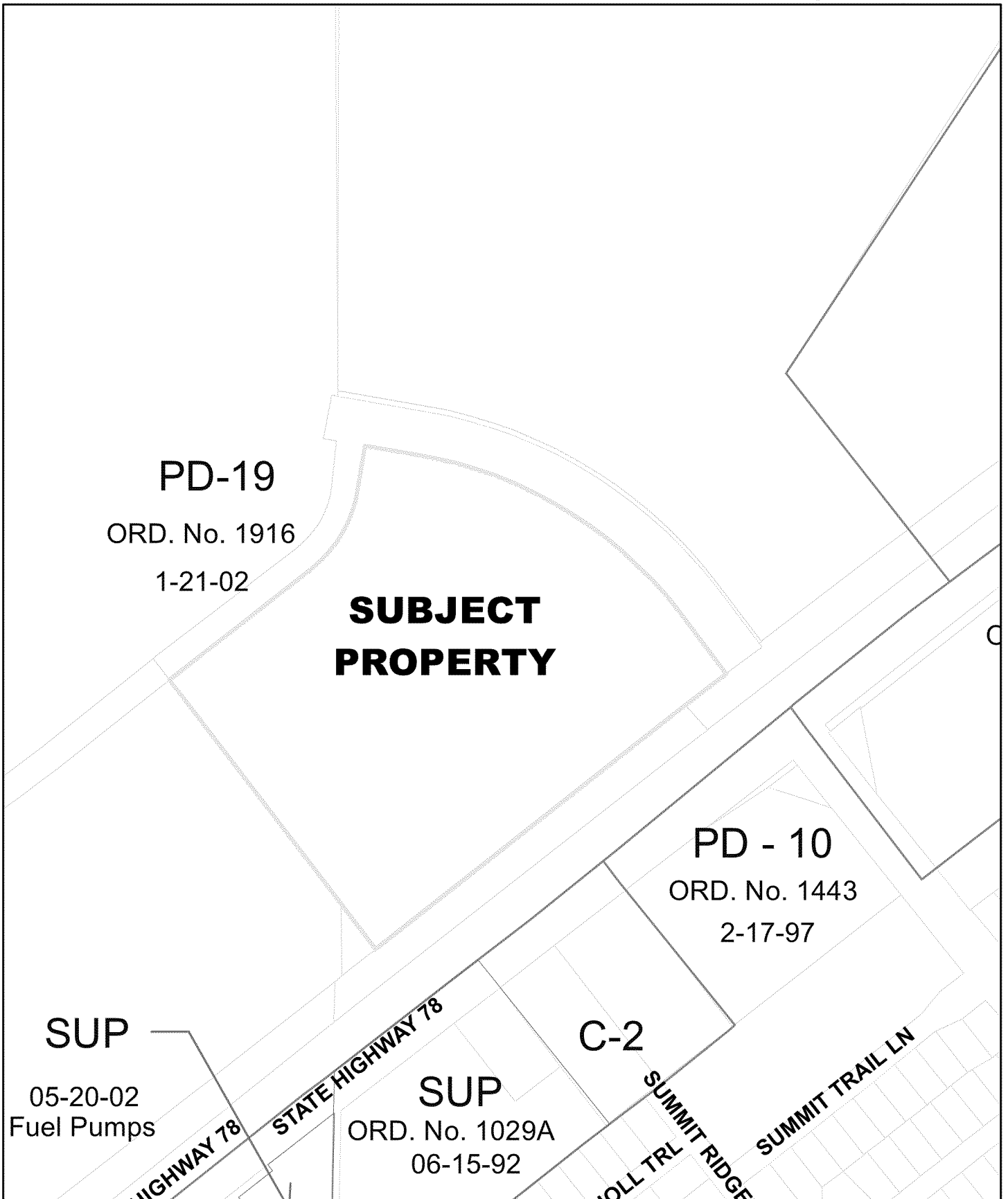
Staff recommends denial of variance request.





AERIAL LOCATION MAP

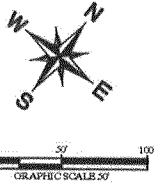
*Woodbridge West Tract C-3
Signage Variance (M14-01)
Map Created: February 19, 2014*



	0 150 300 600 Feet	ZONING IDENTIFICATION MAP <i>Woodbridge West Tract C-3 Signage Variance (M14-01) Map Created: February 19, 2014</i>
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LEGEND

PROPERTY LINE
FIRE LANE



SITE ANALYSIS TABLE

UNLAWFUL PARCEL	748,379 S.F.
OUTLOT PARCEL	36,086 S.F.
BUILDING COVERAGE	19.32%
BUILDING HEIGHT	35' MAX
PARKING (ASSOCIATES AND CUSTOMER)	695 SPACES
ACCESSIBLE	20
TOTAL PARKING	685
RATIO	4.43/1,000 S.F.
CART CORRAL	14 CORRALS / 28 SPACES

*PARKING SPACES DEDUCTED BY CART CORRAL ARE NOT INCLUDED IN OVERALL PARKING RATIO.
MEDIAN ADE FOR SACHSE IS 34.4 AS OF THE 2010 CENSUS.

BENCHMARK

VERTICAL DATUM NAVD 83

- BENCHMARK #1
STANDARD CITY OF SACHSE MONUMENT (NUMBER 103) LOCATED IN THE CENTER OF A GRASS MEDIAN OF SACHSE ROAD APPROXIMATELY 110 FEET WEST OF MILES ROAD. MONUMENT IS 10 FEET SOUTH FROM THE NORTH MEDIAN BACK OF CURB OF SACHSE ROAD AND 23.3 FEET WEST OF A LIGHT POLE.
ELEV. = 523.38
- BENCHMARK #2
STANDARD CITY OF SACHSE MONUMENT (NUMBER 100) LOCATED IN THE CENTER OF A GRASS MEDIAN OF MILES ROAD APPROXIMATELY 720 FEET SOUTH OF THE INTERSECTION OF MILES ROAD AND OLD MILES ROAD. MONUMENT IS 40 FEET SOUTH OF THE NORTH MEDIAN NOSE AND IS 17.2 FEET EAST OF THE WEST MEDIAN BACK OF CURB LINE.
ELEV. = 520.08
- BENCHMARK #3
1/4" CUT SET IN THE CENTER OF THE WEST EDGE OF A CONCRETE CURB INLET LOCATED ON THE WEST CURB LINE OF STATE HIGHWAY NO. 78 APPROXIMATELY 825 FEET NORTH OF THE CENTERLINE INTERSECTION OF STATE HIGHWAY NO. 78 AND WOODBRIDGE PARWAY.
ELEV. = 505.13
- BENCHMARK #4
1/4" CUT SET ON THE NORTHWEST CORNER OF A CURB INLET LOCATED ON THE WEST CURB LINE OF STATE HIGHWAY NO. 78 APPROXIMATELY 828 FEET SOUTH OF THE CENTERLINE INTERSECTION OF STATE HIGHWAY NO. 78 AND WOODBRIDGE PARWAY.
ELEV. = 527.57

LEGAL DESCRIPTION

BEING A TRACT OF LAND SITUATED IN THE H.J. HARMON SURVEY, ABSTRACT NO. 436, AND THE RICHARD NEWMAN SURVEY, ABSTRACT NO. 699, CITY OF SACHSE, COLLIN COUNTY, TEXAS, AND BEING PART OF A TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO WOODBRIDGE PROPERTIES, L.L.C. RECORDED IN VOLUME 595, PAGE 437, LAND RECORDS OF COLLIN COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH "H" CAP SET IN THE NORTHWEST RIGHT-OF-WAY LINE OF THE G.C. & S.F. RAILROAD (A 160-FOOT WIDE RIGHT-OF-WAY) FROM SAID POINT, THE INTERSECTION OF SAID NORTHWEST RIGHT-OF-WAY LINE AND THE NORTHEAST RIGHT-OF-WAY LINE OF RANCH ROAD (A VARIABLE WIDTH RIGHT-OF-WAY) BEARS SOUTH 52°18'44" WEST, A DISTANCE OF 1396.04 FEET;

THENCE DEPARTING SAID NORTHWEST RIGHT-OF-WAY LINE, THE FOLLOWING COURSES AND DISTANCES:

NORTH 37°42'23" WEST, A DISTANCE OF 759.76 FEET TO A 5/8" IRON ROD WITH "H" CAP SET FOR CORNER;

NORTH 52°17'37" EAST, A DISTANCE OF 411.54 FEET TO A 5/8" IRON ROD WITH "H" CAP SET FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 42°44'48", A RADIUS OF 289.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 30°55'13" EAST, 204.00 FEET;

IN A NORTHEASTERLY DIRECTION, WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 289.00 FEET TO A 5/8" IRON ROD WITH "H" CAP SET AT THE END OF SAID CURVE;

NORTH 09°32'59" EAST, A DISTANCE OF 109.00 FEET TO A 5/8" IRON ROD WITH "H" CAP SET FOR CORNER;

SOUTH 00°27'10" EAST, A DISTANCE OF 114.72 FEET TO A 5/8" IRON ROD WITH "H" CAP SET FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 42°47'39", A RADIUS OF 950.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 59°05'22" EAST, 692.13 FEET;

IN A SOUTHEASTERLY DIRECTION, WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 708.43 FEET TO A 5/8" IRON ROD WITH "H" CAP SET AT THE END OF SAID CURVE;

SOUTH 37°43'34" EAST, A DISTANCE OF 173.60 FEET TO A 5/8" IRON ROD WITH "H" CAP SET FOR CORNER IN SAID NORTHWEST RIGHT-OF-WAY LINE;

THENCE WITH SAID NORTHWEST RIGHT-OF-WAY LINE, SOUTH 52°18'44" WEST, A DISTANCE OF 1065.31 FEET TO THE POINT OF BEGINNING AND CONTAINING 17.168 ACRES OR 147,741 SQUARE FEET OF LAND.

THE BEARINGS FOR THIS SURVEY ARE BASED ON A BEARING OF SOUTH 00°00'00" EAST, FOR THE EAST LINE OF LOT 30, BLOCK L, WOODBRIDGE, PHASE B, ACCORDING TO THE PLAT RECORDED IN CABINET O, PAGE 455, MAP RECORDS OF COLLIN COUNTY, TEXAS.

SITE NOTES

- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
- CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
- ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SEED, MULCH AND WATER UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED. SEE 02000 SPECIFICATION.
- ALL CURBED RADII ARE TO BE 2' OR 10' UNLESS OTHERWISE NOTED. STRIPED RADII ARE TO BE 5'.
- ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED AS NECESSARY. ALL COST SHALL BE INCLUDED IN BASE BID.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, UNLESS OTHERWISE NOTED ON PLANS INCLUDING BUT NOT LIMITED TO: ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
- SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY BY A LAND SURVEYOR.
- TOTAL LAND AREA IS 17.168 ACRES.
- NO WETLANDS ARE PRESENT ON THIS SITE AS INDICATED BY THE LETTER FROM THE U.S. ARMY CORP OF ENGINEERS LETTER DATE 09-13-2011. (REFERENCED)
- ALL SIGNAGE IS SUBJECT TO APPROVAL AS A SEPARATE PERMIT. PROPOSED PYLON SIGN SHALL ONLY BE PERMITTED PROVIDED THE NECESSARY APPROVAL GRANTED OUTSIDE STORAGE SHALL BE PERMITTED BY THIS PLANNED DEVELOPMENT FOR THIS TRACT ONLY.

Kimley-Horn and Associates, Inc.
© 2012 KIMLEY-HORN AND ASSOCIATES, INC.
SACHSE, TEXAS
SACHSE COURTSUITE 200, PRESCO, TX 75084
PHONE 972.333.1100
FAX 972.333.1101
STATE OF TEXAS REGISTRATION NO. F-628



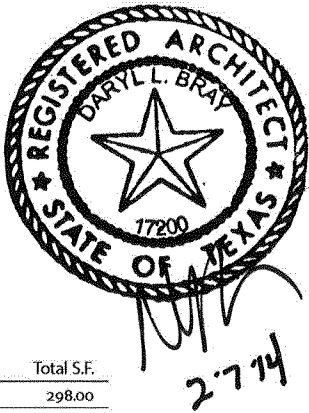
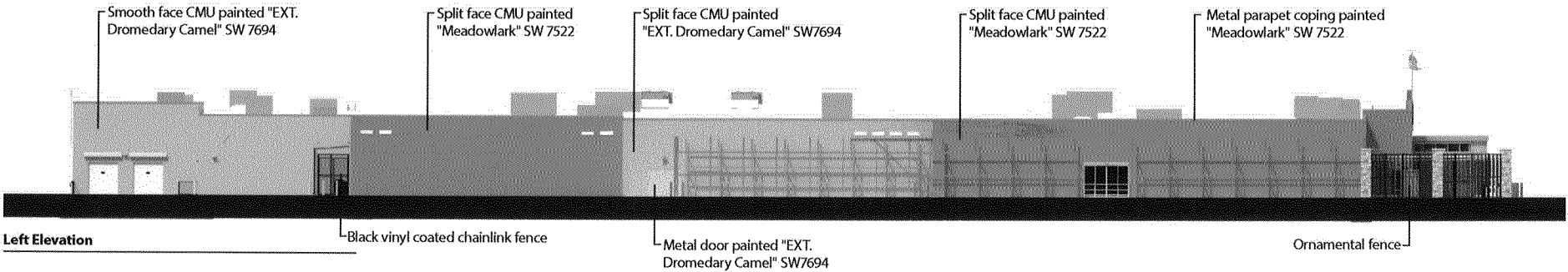
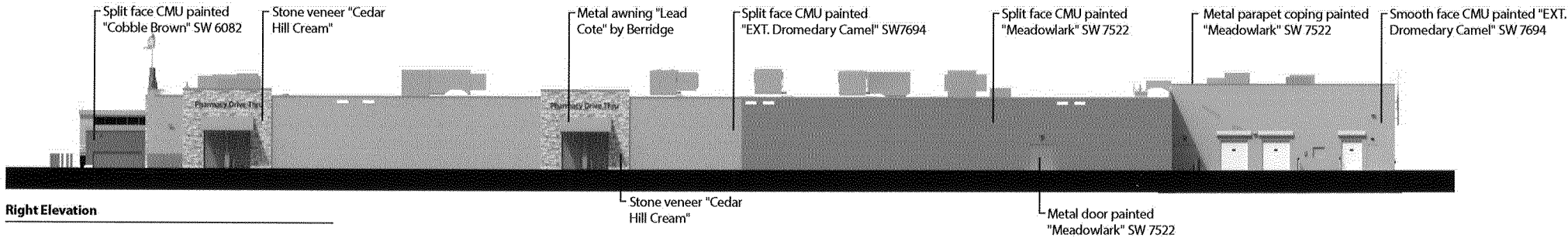
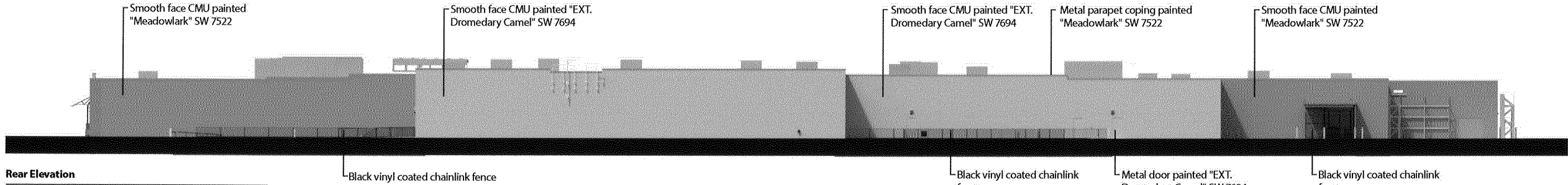
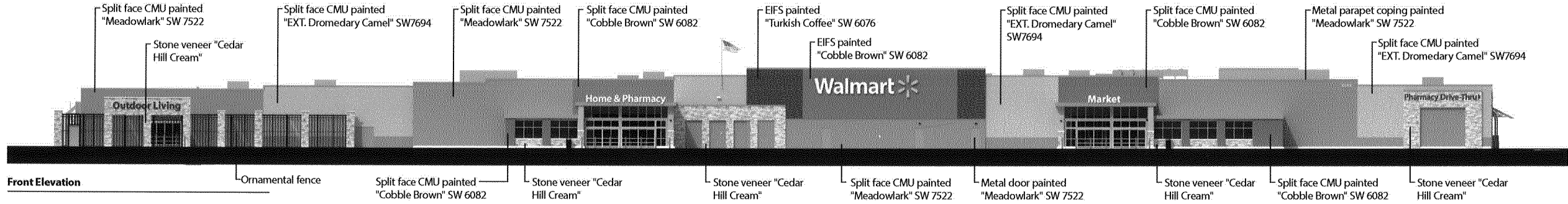
SCALE
DESIGNED BY
CH
DRAWN BY
CH
CHECKED BY
HMV

DEVELOPMENT PLAN

Walmart
SACHSE, TEXAS
WAL-MART R.E.B.T.
SACHSE

DATE
PROJECT NO.
63362196
SHEET NUMBER

6410



Sign	Qty.	Height	Area (S.F.)	Total S.F.
Walmart*	1	5'-6 7/8"-0"	298.00	298.00
Market	1	2'-6"	28.17	28.17
Home & Pharmacy	1	2'-6"	97.66	97.66
Outdoor Living	1	2'-6"	77.17	77.17
Pharmacy Drive-Thru	2	1'-6"	39.90	79.80
Pharmacy Drive-Thru	1	2'-0"	74.76	74.76
Total Building Signage				655.56



DESIGN REPRESENTATION ONLY - NOT FOR CONSTRUCTION The building images shown are a representation of the current design intent only. The building images may not reflect variations in color, tone, hue, tint, shading, ambient light intensity, materials, texture, contrast, font style, construction variations required by building codes or inspectors, material availability or final design detailing.



SGA Design Group, P.C.	August 30, 2013	Daryl L. Bray #17200 NOTE: Not for regulatory approval, permitting, or construction.	Sachse, Texas #5673 - New Store	Perspective	4
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SGA Design Group

February 7th, 2014

LETTER OF INTENT

City of Sachse, TX.

Re: Wal-mart Sign Variance (Logo)

The subject property is located at the southwest corner of Woodbridge Parkway and State Highway 78. The property zoning is defined in Planned Development 19, Ordinance No. 1916, as C-2 Commercial. Wal-mart has submitted plans to the City of Sachse to construct a supercenter on the property with over 154,000-sf of building area.

We are requesting a variance from the Code of Ordinances, Chapter 3, Building Regulations, Sec. 3-10.C(2)(c) to permit a general business sign to be constructed with a maximum wall sign (logo) height of eight (8) feet; for the property generally located on the northwest side of SH78/KCRC Railroad, and on the south side of Woodbridge Parkway adjacent to the SH78/KCRC Railroad rights-of-way. The basis for this request is the registered brand ratio of the height of lettering to height of spark (logo) utilizing a 5'-6" lettering height for visibility of the main tenant sign due to the setback of the building from the property line at approximately 530 feet. We are requesting a wall sign height (logo) of eight (8) feet be permitted due to these constraints. This request is being made for the spark (logo) only, as the lettering height of 5'-6", which comprises 80% of this sign, conforms to the 6' maximum wall sign height per Sec. 3-10.C(2)(c).

This submittal includes an updated development plan that presents a site layout which indicates the location of the wall sign, wall signage designs and contextual illustrations showing the proposed wall sign.

We appreciate your consideration and look forward to working with you on this and future projects.

Sincerely,

Chris Evertz
Project Manager