Sachse, Texas

Meeting Agenda

City Council

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

Monday, February 18, 2013 | **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, February 18, 2013, 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.

13-1367 Consider approval of the minutes of the February 4, 2013, special meeting.

Executive Summary
Minutes from the recent Council meeting.
Attachments: Council.Min.Special.2.4.13.pdf

13-1368 Consider approval of the minutes of the February 4, 2013, regular meeting.

Executive Summary
Minutes from the recent Council meeting.
Attachments: Council.Min 2.4.13.pdf

13-1369 Consider approval of an ordinance calling for the May 11, 2013 City Officers' (City Council) election.

Executive Summary
This ordinance formally calls for the City Council election on May 11, 2013. The year the positions of Mayor, Council Place 5, and Council Place 6 are on the ballot.

Attachments: Ordinance- Council Election.pdf

Dallas Co. election agreement.pdf

13-1361 Consider acceptance of the Quarterly Budget and Investment Reports for the quarter ended December 31, 2012

Executive Summary
Cash on hand at 12/31/2012 was $28,371,818 in all funds, of this amount $23,371,818 was available for investing. The remaining $5,000,000 is held in a non-interest bearing analysis account per contract with American National Bank. The average interest/yield on all investments was .28% and investment earnings totaled $13,270.

General Fund revenues are at 49% of budget and expenditures are at 26% as of 12/31/2012. Utility Fund revenues are at 25% of budget and expenditures are at 23%. The year-to-date budget status for both funds is typical for this point in the fiscal year.

Attachments: 1st quarter budget and investment 2013.pdf

13-1375 Consider a resolution approving the terms and conditions of Addendum "A" to the service agreement, by and between the City of Sachse, Texas and Emergicon, L.L.C. to provide ambulance billing, collection services and patient care reporting hardware and software.

Executive Summary
Electronic Patient Care Reports (ePCR) includes State required patient demographic, assessment and care information collected anytime a person presents with a medical emergency or traumatic injury with or without receiving ambulance transportation. Recently, the company providing reporting services for Sachse ceased to exist and created the need to formalize agreements related to the State required collecting and reporting of patient demographic, assessment and care information and the transmission of that information to emergency departments. This agreement accomplishes that contractual need.

Attachments: 51SACHSE Resolution Approving Addendum A to Emergicon Agreement59343
Emergicon Service Agreement - Add A (2).pdf
Current signed agreement with Emergicon.pdf

13-1364 Consider the application of Steve Pirkey for approval of a Preliminary Plat for replat of Lots 2R and 3, Block 1, Woodbridge Commons Phase 1, on approximately 2.083 acres, on the north side of Ranch Road, at the intersection with State Highway 78.

Executive Summary
The applicant is requesting to replat the two existing lots and the recently abandoned portion of the Cody Lane right-of-way on approximately 2.083 acres.

Attachments: CD - WB COMMONS PH1 LT 2R1 BLK 1 PP - ATTACHMENT 1.pdf
CD - WB COMMONS PH1 LT 2R1 BLK 1 PP - EXHIBIT A.pdf

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

13-1373 Presentation of Life Saving Awards by Mayor Felix.

Executive Summary
Mayor will present Life Saving Awards to Public Safety Employees.

13-1370 Proclamation declaring February 21-24, 2013 as Delta Sigma Theta Sorority Days.

Executive Summary
This proclamation recognizes 100 years of service by this sorority.

Attachments: Proc. Delta Sigma Theta.pdf
Request for Proclamation..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.

13-1371 Consider an ordinance ordering an election on proposed amendments to the Home Rule Charter of the City of Sachse to be held on May 11, 2013, in conjunction with the election for City Officers; Proposing amendments to the Home Rule City Charter;

Authorizing the City Manager to execute an election services contract with the Dallas County Elections Department; and naming an effective date.

Executive Summary
The Charter Review Commission completed their work on and their recommendation was presented to the City Council for review at the February 4th Council meeting. This ordinance calls the election for the voters to decide the Home Rule Charter propositions.

Attachments: Ordinance- Charter Amendments Version1.pdf
Ordinance-Charter Amendments Version 2.pdf
Charter Review Comm. recommendation.pdf

13-1307 Consider approval of an Ordinance of the City of Sachse, Texas, amending the Sachse Code of Ordinances by amending Chapter 11, titled "Zoning", Article 4 titled "General Provisions Applying to All or Several Districts" by adding Section 10 titled "Outdoor Lighting".

Executive Summary
This item is associated with creating lighting regulations for non-residential development in the City. City Council previously conducted a public hearing on this item at the January 21, 2013 meeting. Due to the recommended changes by City Council at this meeting, City Council elected to postpone the item to the February 18, 2013 meeting to allow adequate time to notify surrounding residents that would potentially be impacted by the changes associated with extended lighting times near Heritage Park and Salmon Park.

Attachments: CD - LIGHTING - ATTACHMENT 1.pdf
CD - LIGHTING - ATTACHMENT 2.pdf
CD - LIGHTING - DRAFT ORD VERSION 1.pdf
CD - LIGHTING - DRAFT ORD VERSION 2.pdf
CD - LIGHTING - DRAFT ORD VERSION 3.pdf

13-1372 Consider action to establish a roll-out date for broadcast of Council meetings.

Executive Summary
City Council meetings are being video recorded and now have the capability to be broadcast.

Attachments: Whitlock letter.pdf

13-1366 Discuss the existing perimeter masonry walls associated with portions of the Sachse on the Creek Phases 1 & 2, Park Lake Estates Phases 2 & 4, Hudson Crossing Phases 1 & 2, and Westgate subdivisions.

Executive Summary
Masonry walls were constructed as part of the Sachse on the Creek Phases 1 & 2, Park Lake Estates Phases 2 & 4, Hudson Crossing Phases 1 & 2, and Westgate subdivisions. The long-term maintenance options for these portions of perimeter masonry walls will be discussed.

Attachments: CD - MASONRY WALLS DISCUSSION - PRESENTATION.pdf
CD - MASONRY WALLS DISCUSSION - ATTACHMENT 1.pdf
CD - MASONRY WALLS DISCUSSION - ATTACHMENT 2.pdf
CD - MASONRY WALLS DISCUSSION - ATTACHMENT 3.pdf
CD - MASONRY WALLS DISCUSSION - ATTACHMENT 4.pdf
CD - MASONRY WALLS DISCUSSION - ATTACHMENT 5.pdf
CD - MASONRY WALLS DISCUSSION - ATTACHMENT 6.pdf
CD - MASONRY WALLS DISCUSSION - ATTACHMENT 7.pdf

13-1374 The City Council shall convene into Executive Session pursuant to the TEXAS GOVERNMENT CODE, Section §551.071 (Consultation with Attorney) and § 551.087 (Economic Development) to seek legal advice and to deliberate on economic development incentives and financial prospects for property located on the Northwest side of State Highway 78, approximately 500 feet Northeast of the intersection of Ranch Road and State Highway 78.

Consider any action necessary as a result of executive session.

Executive Summary
Closed Executive Session as provided by State Law.

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 15, 2013; 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.

Sachse, Texas

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

Legislation Details (With Text)

File #:	13-1367	**Version:**	1	**Name:**	Consider apprioval of the minutes of the Janury 21, 2013, regular meeting.
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	2/8/2013			**In control:**	City Council
On agenda:	2/18/2013			**Final action:**	
Title:	Consider approval of the minutes of the February 4, 2013, special meeting. Executive Summary Minutes from the recent Council meeting.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council.Min.Special.2.4.13.pdf				

Date	Ver.	Action By	Action	Result

Title
Consider approval of the minutes of the February 4, 2013, special meeting.

Executive Summary
Minutes from the recent Council meeting.

Background
Minutes form the most recent Council meeting on February 4, 2013, for review and approval.

Policy Considerations
Not applicable.

Budgetary Considerations
Not applicable.

Staff Recommendations
Approval of the minutes of the February 4, 2013, special meeting, as a Consent Agenda Item.

powered by Legistar™

SPECIAL MEETING

OF THE

CITY COUNCIL OF THE CITY OF SACHSE

FEBRUARY 4, 2013

The City Council of the City of Sachse held a Special Meeting on Monday, February 4, 2013 at 6:30 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 Jared Patterson
Councilman Bill Adams
Councilman Brett Franks
Councilwoman Pat McMillan
Councilman Todd Ronnau
Councilman Mark Timm

and all were present, except Councilman Franks.

Staff present: City Manager Billy George, City Secretary Terry Smith, Special Projects Coordinator Denise Vice.

1. The City Council of the City of Sachse will hold a Special Meeting on Monday, February 4, 2013, at 6:30 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:

2. AGENDA ITEMS.

13-1328 The City Council shall convene into Executive Session pursuant to the TEXAS GOVERNMENT CODE, Section §551.071 (Consultation with Attorney) and § 551.087 (Economic Development) to seek legal advice and to deliberate on economic development incentives and financial prospects for property located on the south side of Ranch Road, approximately 1,000 feet west of the intersection with State Highway 78. Consider any action necessary as a result of executive session.

At 6:34 p.m. Mayor Pro Tem Patterson moved to recess to executive session. The motion was seconded By Councilman Timm and carried unanimously.

At 7:00 p.m. Mayor Pro Tem Patterson moved to return to open session. The motion was seconded by Councilman Ronnau and carried unanimously.

Mayor Felix stated there is no action necessary as a result of executive session.

3. ADJOURNMENT.
There being no further business, Mayor Felix adjourned the meeting at 7:01 p.m.

ATTEST:

APPROVED:

_____
CITY SECRETARY

_____
MAYOR

Sachse, Texas

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

Legislation Details (With Text)

File #:	13-1368	**Version:**	1	**Name:**	Consider apprioval of the minutes of the Janury 21, 2013, regular meeting.
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	2/8/2013			**In control:**	City Council
On agenda:	2/18/2013			**Final action:**	
Title:	Consider approval of the minutes of the February 4, 2013, regular meeting. Executive Summary Minutes from the recent Council meeting.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council.Min 2.4.13.pdf				

Date	Ver.	Action By	Action	Result

Title
Consider approval of the minutes of the February 4, 2013, regular meeting.

Executive Summary
Minutes from the recent Council meeting.

Background
Minutes form the most recent Council meeting on February 4, 2013, for review and approval.

Policy Considerations
Not applicable.

Budgetary Considerations
Not applicable.

Staff Recommendations
Approval of the minutes of the February 4, 2013, regular meeting, as a Consent Agenda Item.

powered by Legistar™

REGULAR MEETING

OF THE

CITY COUNCIL OF THE CITY OF SACHSE

FEBRUARY 4, 2013

The City Council of the City of Sachse held a Regular Meeting on Monday, February 4, 2013 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 Jared Patterson
Councilman Bill Adams
Councilman Brett Franks
Councilwoman Pat McMillan
Councilman Todd Ronnau
Councilman Mark Timm

and all were present except Councilman Ronnau.

Staff present: City Manager Billy George, City Secretary Terry Smith, Special Projects Coordinator Denise Vice, Community Development Director Marc Kurbansade, Police Chief Dennis Veach, Parks and Recreation Director Lance Whitworth, Library Manager Mignon Morse, City Engineer Greg Peters, Sachse EDC Director Carlos Vigil, Interim Finance Director Teresa Savage and Interim Fire Chief Andy Jones.

Invocation and Pledge of Allegiance to U.S. and Texas Flags:
The invocation was offered by Mayor Pro Tem Patterson and the pledges were led by Councilman Ronnau.

1. Consent Agenda:
Councilman Adams moved to approve the Consent Agenda consisting of 13-1333 Consider approval of the minutes of the January 21, 2013, regular meeting; 12-1286 Consider receiving the Monthly Revenue and Expenditure Report for the period ending December 31, 2012; 13-1337 Resolution No. 3450 of the City Council of the City of Sachse, Texas, authorizing the continued participation with the Atmos Cities' Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities' Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation; and 13-1339 Resolution No. 3451 of the City Council of the City of Sachse, Texas, authorizing the application for the 2013 Dollar General Grant for Summer Reading Club Incentives. The motion was seconded by Councilman Timm and passed unanimously.

2. Mayor and City Council Announcements regarding special events, current activities and local achievements:
13-1340 Staff Briefing: Police Department.

Councilman Timm announced that last Friday at the Sachse Chamber of Commerce annual banquet, City Manager Billy George received the Public Servant Award.

Mayor Felix stated the annual Chamber of Commerce Banquet was a success. He announced the magazine sale is going on now thru February 28th at the Library.

3. Citizen Input:
No comments were made.

4. Regular Agenda Items:
13-1334 Administer Oath of Office to newly appointed Board and Commission members.
Mayor Felix administered the Oath of Office to Bill Alexander, Michael Kellam and Terry Bennett. Following discussion, no formal action was taken.

13-1335 Consider Charter Review Commission recommendations to the City Council and take possible action.
Mr. Charles W. Smith, Charter Review Commission Chairman, presented the recommendation to the City Council. City Attorney Pete Smith reviewed the proposed charter amendments with the City Council. Following discussion, no formal action was taken.

13-1344 Present and Discuss the City of Sachse Health Plan to include considerations of the Patient Protection and Affordable Care Act 2010 for 2014.
Dawn Brinson, Brinson Benefits, briefed the Council on the matter. Following discussion, no formal action was taken.

13-1305 Discuss creating a Sachse Youth Advisory Council or adding a single youth board member to the Sachse Parks and Recreation Commission for the City of Sachse.
Parks and Recreation Director Lance Whitworth briefed the Council on the matter. Following discussion, no formal action was taken.

13-1307 Consider continuing Item 13-1307 to the February 18, 2013 City Council meeting, which is to discuss and consider approval of an Ordinance of the City of Sachse, Texas, amending the Sachse Code of Ordinances by amending Chapter 11, titled "Zoning", Article 4 titled "General Provisions Applying to All or Several Districts" by adding Section 10 titled "Outdoor Lighting".
Following discussion, Councilman Timm moved to continue Item 13-1307 to the February 18, 2013 City Council meeting, which is to discuss and consider approval of an Ordinance of the City of Sachse, Texas, amending the Sachse Code of Ordinances by amending Chapter 11, titled "Zoning", Article 4 titled "General Provisions Applying to All or Several Districts" by adding Section 10 titled "Outdoor Lighting, as presented. The motion was seconded by Councilwoman McMillan and carried unanimously.

There being no further business, Mayor Pro Tem Patterson made a motion to adjourn. The motion was seconded by Councilman Ronnau and carried unanimously. The meeting adjourned at 10:15 p.m.

ATTEST: APPROVED:

_____ _____

CITY SECRETARY MAYOR

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

Legislation Details (With Text)

File #:	13-1369	**Version:**	1	**Name:**	Consider approval of an ordinance calling for the May 11, 2013 City Officers' (City Council) election.
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	2/8/2013			**In control:**	City Council
On agenda:	2/18/2013			**Final action:**	
Title:	Consider approval of an ordinance calling for the May 11, 2013 City Officers' (City Council) election. Executive Summary This ordinance formally calls for the City Council election on May 11, 2013. The year the positions of Mayor, Council Place 5, and Council Place 6 are on the ballot.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance- Council Election.pdf Dallas Co. election agreement.pdf				

Date	Ver.	Action By	Action	Result

Title
Consider approval of an ordinance calling for the May 11, 2013 City Officers' (City Council) election.

Executive Summary
This ordinance formally calls for the City Council election on May 11, 2013. The year the positions of Mayor, Council Place 5, and Council Place 6 are on the ballot.

Background
This ordinance calls the City Council election and authorizes the City Manager to execute a joint election agreement with Dallas Council to conduct the election and provide training, and equipment.

Policy Considerations
Dallas County has provided election training and equipment for the past 20 years to the City.

Budgetary Considerations
Funds are budgeted for this election in the 2012-13 budget for election expenses.

Staff Recommendations
Approval of an ordinance calling for the May 11, 2013 City Officers' (City Council) election, as a Consent Agenda Item.

powered by Legistar™

ORDINANCE NO. _____

AN ORDINANCE CALLING FOR A GENERAL ELECTION FOR CITY OFFICERS (CITY COUNCIL) ON MAY 11, 2013; ESTABLISHING CERTAIN PROCEDURES FOR SAID GENERAL OFFICER ELECTION; CALLING FOR THE QUALIFIED VOTERS OF THE CITY OF SACHSE TO CONSIDER THE ELECTION OF A MAYOR AND TWO (2) COUNCIL MEMBERS FOR THREE (3) YEAR TERMS; AUTHORIZING A JOINT ELECTION WITH DALLAS COUNTY; PROVIDING FOR A SAVING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

SECTION I.

IT IS ORDERED THAT a general election be held for City Officers (City Council) in the City of Sachse, Texas on the 11th day of May, 2013, the same being the second Saturday of said month, for the purpose of electing a Mayor and Council Members in Place 5 and Place 6 for three year terms.

SECTION II.

That the polling place for both early voting and election day for said election shall be the Sachse City Hall, 3815-B Sachse Road, Sachse, Texas, for all Dallas and Collin County legally qualified voters residing in the City of Sachse. Early voting locations will also include polling places Dallas County-wide, including early voting days and hours as shown on the attached "Exhibit A".

SECTION III.

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

SECTION IV.

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

SECTION V.

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

That the City Secretary shall have the authority to approve any minor modifications as may be necessary in the best interest of the City and within the regulations of the Texas Election Code. The early voting mail clerk is: Toni Pippins-Poole, Dallas County Elections Department, 2377 Stemmons Freeway, Suite 820, Dallas, Texas 75207.

SECTION VI.

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

SECTION VII.

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

PASSED AND APPROVED this 18th day of February, 2013.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

ELECTION CALENDAR

CITY OF SACHSE, TEXAS

MAY 11, 2013

DATE	DAY	DESCRIPTION
January 30, 2013	Wednesday 8:00 a.m.	First day to apply for a place on the ballot (Sec.143.007, Election Code)
March 1, 2013	Friday 5:00 p.m.	Deadline to file an application for a place on the ballot (Sec. 143.007 Election Code)
March 1, 2013	Friday 5:00 p.m.	Deadline for write-in candidates to file candidacy (Sec. 146.054, Election Code)
March 4, 2013	Monday 5:15 p.m.	Date to conduct ballot position drawing (Sec. 52.094, Election Code)
March 5, 2013	Tuesday 5:00 p.m.	Last day for a candidate to withdraw. If a candidate withdraws or is declared ineligible by this date, his or her name is omitted from the ballot (Sec. 145.001, Election Code)
April 11, 2013	Thursday 5:00 p.m.	Deadline for candidates to file first report of contributions and expenditures (Sec. 254.064 and 254.124, Election Code)
April 29, 2013	Monday 8:00 a.m.	Early voting by personal appearance begins (Sec. 85.001, Election Code)

3815 Sachse Road, Bldg. B, Sachse, Texas 75048 Phone: (972) 495-1212
Fax: (972) 530-0426

DATE	DAY	DESCRIPTION
May 3, 2013	Friday 5:00 p.m.	Deadline for candidates to file second report of contributions and expenditures (Sec. 254.064, and 254.124. Election Code)
May 7, 2013	Tuesday 7:00 p.m.	Last day to vote early by personal appearance (Sec. 85.001 Election Code)
May 11, 2013	Saturday	**ELECTION DAY** - Polls are open 7:00 a.m. - 7:00 p.m. Returns unofficial until City Council canvass
May 20, 2013	Monday 6:30 p.m.	Official Canvass of returns by City Council (Sec. 67.003, Election Code)
June 3, 2013	Monday 7:30 p.m.	Newly elected Council Members sworn-in & take office (unless Runoff)
June 15, 2013	Saturday	Possible Runoff Election date (If needed) (Sec. 2.025 Election Code)

Candidates Reminder: final campaign finance reports are due otherwise semi-annual and reports are due---until the campaign is closed out.

July 15, 2013	Monday	Deadline for all candidates to file semi-annual report of contributions and expenditures - 5:00 p.m. (Sec. 254.064, and 254.124, Election Code)

Revised 12/20/12

3815 Sachse Road, Bldg. B, Sachse, Texas 75048 Phone: (972) 495-1212
Fax: (972) 530-0426

To: All Interested Parties

From: Terry Smith, City Secretary

Subject: Key Election Dates- May 11, 2013 Sachse City Council Election

Date: December 28, 2012

Candidates filing period January 30 - March 1

Early Voting Dates	Voting Hours
April 29 (Mon) – May 3 (Fri)	8am- 5pm (Weekdays)
May 4 (Sat)	8am- 5pm
May 5 (Sun)	1pm- 6pm
May 6 (Mon) & May 7 (Tue)	7am- 7pm

Early Voting at Sachse City Hall and Dallas County-wide. See website below for locations.

Early Voting Clerk for mail ballots: Toni Pippins-Poole, Dallas County Elections 2377 N. Stemmons Freeway, Suite 820, Dallas, Texas 75207. Phone (214) 819-6300 (From March 12th until April 26th)

Election Day

May 11 (Sat) 7am- 7pm

Voting will be at Sachse City Hall 3815 –B Sachse Road, Sachse, Texas 75048.

Council Meetings:

May 20 (Mon) 6:30 pm Regular Meeting- Election Canvass

June 3 (Mon) 7:30 pm. Regular meeting – new Council Members sworn-in after minutes approved (Assumes no runoff election)

Dallas County Elections web site:dallascountyvotes.org City's web site: cityofsachse.com

3815 Sachse Road, Bldg. B, Sachse, Texas 75048 Phone: (972) 495-1212
Fax: (972) 530-0426

JOINT ELECTION CONTRACT

AND

ELECTION SERVICES AGREEMENT

BETWEEN

THE DALLAS COUNTY ELECTIONS ADMINISTRATOR

AND

TOWN OF ADDISON (**TOA**)
CITY OF BALCH SPRINGS (**COBS**)
CITY OF CEDAR HILL (**COCdH**)
CITY OF COCKRELL HILL (**COCkH**)
CITY OF DALLAS (**COD**)
CITY OF DESOTO (**CODe**)
CITY OF DUNCANVILLE (**CODu**)
CITY OF FARMERS BRANCH (**COFB**)
CITY OF GARLAND (**COG**)
CITY OF GLENN HEIGHTS (**COGH**)
CITY OF GRAND PRAIRIE (**COGP**)
CITY OF HUTCHINS (**COH**)
CITY OF IRVING (**COI**)
CITY OF LANCASTER (**COL**)
CITY OF MESQUITE (**COM**)
CITY OF RICHARDSON (**COR**)
CITY OF ROWLETT (**CORw**)
CITY OF SACHSE (**COSa**)
CITY OF SEAGOVILLE (**COSe**)
CITY OF WILMER (**COW**)
TOWN OF SUNNYVALE (**TOS**)
NORTHWEST DALLAS COUNTY FLOOD CONTROL (**NWDCFC**)
CARROLLTON-FARMERS BRANCH INDEPENDENT SCHOOL DISTRICT (**CFBISD**)
CEDAR HILL INDEPENDENT SCHOOL DISTRICT (**CHISD**)
COPPELL INDEPENDENT SCHOOL DISTRICT (**CPISD**)
DALLAS INDEPENDENT SCHOOL DISTRICT (**DISD**)
DALLAS COUNTY SCHOOL BOARD (**DCSB**)
DESOTO INDEPENDENT SCHOOL DISTRICT (**DeISD**)
DUNCANVILLE INDEPENDENT SCHOOL DISTRICT (**DuISD**)
GARLAND INDEPENDENT SCHOOL DISTRICT (**GISD**)
GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT (**GPISD**)
HIGHLAND PARK ISD (**HPISD**)
IRVING INDEPENDENT SCHOOL DISTRICT (**IISD**)
LANCASTER INDEPENDENT SCHOOL DISTRICT (**LISD**)
MESQUITE INDEPENDENT SCHOOL DISTRICT (**MISD**)
RICHARDSON INDEPENDENT SCHOOL DISTRICT (**RISD**)
SUNNYVALE INDEPENDENT SCHOOL DISTRICT (**SUISD**)

FOR THE CONDUCT OF A JOINT ELECTION
TO BE HELD SATURDAY, MAY 11, 2013

TO BE ADMINISTERED BY THE DALLAS COUNTY ELECTIONS DEPARTMENT (DCED)

1. **JURISDICTION AND PARTICIPATING POLITICAL SUBDIVISIONS**

1.1 The Town of Addison (**TOA**) plans to hold a General Municipal Election May 11, 2013 for 3 City Council Members at-large and a Mayoral Position in 6 Dallas County voting precincts. The City of Balch Springs (**COBS**) plans to hold a General Municipal Election on May 11, 2013 for City Councilmember Places 3, 5, 7 and a Special Proposition Election and a Mayoral position in 13 Dallas County voting precincts. The City of Cedar Hill (**COCdH**) plans to hold a General Municipal Election for City Councilmember Places 3 and 5 and a Mayoral position on May 11, 2013 in 16 Dallas County voting precincts and 1 Ellis County voting precinct. The City of Cockrell Hill (**COCkH**) plans to hold a General Municipal Election on May 11, 2013 for Alderman Places 3, 4 and 5 in 1 Dallas County voting precinct. The City of Dallas (**COD**) plans to hold a General Municipal Election on May 11, 2013 for City Councilmember Places 1 - 14 in 415 Dallas County voting precincts, 13 Collin County Precincts, 3 Denton County voting precincts and 1 Rockwall County voting precincts. The City of DeSoto (**CODe**) plans to hold a General Municipal Election on May 11, 2013 for City Councilmember Places 3 and 5 and a Mayoral position in 23 Dallas County voting precincts. The City of Duncanville (**CODu**) plans to hold a General Municipal Election on May 11, 2013 for City Councilmember at large and for Districts 1, 3 and 5 and place at large in 13 Dallas County voting precincts. The City of Farmers Branch (**COFB**) plans to a General Municipal Election on May 11, 2013 for City Councilmember Places 1 and 4 and a Special Bond Election in 13 Dallas County voting precincts. The City of Garland (**COG**) plans to hold a General Municipal Election for City Councilmember Districts Place 3, 6, 7 and 8 and a Mayoral position in 51 Dallas County voting precincts and 2 Collin County voting precincts. The City of Glenn Heights (**COGH**) plans to hold a General Municipal Election on May 11, 2013 for City Councilmember Place 2 unexpired term in 2 Dallas County Precinct and 1 Ellis County Precinct. The City of Grand Prairie (**COGP**) plans to hold a General Municipal Election on May 11, 2013 for City Councilmember Districts 2 and 4, a Mayoral position, a Special Election for Districts 1 and 6 unexpired term and Special Sales Tax Election in 37 Dallas County voting precincts and 1 Ellis County voting precinct. The City of Hutchins (**COH**) plans to hold a General Municipal Election on May 11, 2013 for three (3) City Councilmembers at large in 1 Dallas County voting precincts. The City of Irving (**COI**) plans to hold a General Municipal Election on May 11, 2013 for City Councilmember District 1 and 7 – single member districts, Place 2 – at large and Special Charter Amendment Election in 65 Dallas County voting precincts. The City of Lancaster (**COL**) plans to hold a General Municipal Election on May 11, 2013 for a Councilmember District 1, 3 and 5 in 8 Dallas County voting precincts. The City of Mesquite (**COM**) plans to hold a General Municipal Election on May 11, 2013 for City Councilmember Places 1, 2 and 6 and a Mayoral position in 40 Dallas County voting precincts and 1 Kaufman County voting precincts. The City of Richardson **(COR)** plans to hold a General Municipal Election on May 11, 2013 for six (6) Councilmember places and a Mayoral position in 23 Dallas County voting precincts and 6 in Collin County voting precincts. The City of Rowlett **(CORw)** plans to hold a General Municipal Election on May 11, 2013 for City Councilmember Places 2, 4 and 6 and a Mayoral position in 10 Dallas County voting precincts and 2 Rockwall County voting precincts. The City of Sachse (**COSa**) plans to hold a General Election on May 11, 2013 for City Councilmember Places 5 and 6, Mayoral position, Special Tax Election and a Special Charter Amendment Election in 3 Dallas County voting precincts and (3) Collin County voting precincts. The City of Seagoville (**COSe**) plans to hold a General Municipal Election on May 11, 2013 for City Councilmember Places 2, 4 and a Mayoral position in 5 Dallas County voting precincts and 1 Kaufman County voting precinct. The City of Wilmer (**COW**) plans to hold a General Municipal Election on May 11, 2013 for three (3) City Councilmembers at-large in 1 Dallas County voting precinct. The Town of Sunnyvale (**TOS**) plans to hold a General Election on May 11, 2013 for two (2) Councilmember seats and a Special Charter Amendment Election in 2 Dallas County voting precinct. The Northwest Dallas County Flood Control (**NWDCFC**) plans to hold an election on May 11, 2013 for three (3) Board of Directors positions in 2 Dallas County voting precincts.

1.2 The Dallas County School Board (**DCSB**) plans to hold a Board of Education Trustees election on May 11, 2013 for Place at large in 759 Dallas County precincts and for District 2 in 182 Dallas County Voting precincts and District 3 in 187 Dallas County voting precincts located wholly or partially within the District. The Carrollton Farmers Branch Independent School District (**CFBISD**) plans to hold a Board of Education Trustee Election on May 11, 2013 for Places 5, 6 and 7 in 37 Dallas County voting precincts and 9 Denton County voting precincts located wholly or partially within the District. The Cedar Hill Independent School District (**CHISD**) plans to hold a Board of Education Trustee Election on May 11, 2013 for Places 1 and 2 in 18 Dallas County voting precincts located wholly or partially within the District. The Coppell Independent School District (**CpISD**) plans to hold a Board of Education Trustee Election on May 11, 2013 for Places 1, 2, 3 and a Special Bond Election in 20 Dallas County voting precincts located wholly or partially within the District. The Dallas Independent School District (**DISD**) plans to hold a Board of Education Trustee Election on May 11, 2013 for District 4, 5, and 7 in 22 Dallas County voting precincts located wholly or partially within the District. The DeSoto Independent School District (**DeISD**) plans to hold a Board of Education Trustee Election on May 11, 2013 for Places 1 and 2 in 132 Dallas County voting precincts located wholly or partially within the District. The Duncanville Independent School District (**DuISD**) plans to hold a Board of Education Trustee Election on May 11, 2013 for Places 1, 2 and 3 in 26 Dallas County voting precincts located wholly or partially within the District. The Garland Independent School District (**GISD**) plans to hold a Board of Education Trustee Election on May 11, 2013 for Places 1, 2 and 3 in 67 Dallas County voting precincts located wholly or partially within the District. The Grand Prairie Independent School District (**GPISD**) plans to hold a Board of Education Trustee Election for Places 1 and 2 on May 11, 2013 in 38 Dallas County voting precincts located wholly within the District. The Highland Park Independent School District (**HPISD**) plans to hold a Board of Education Trustee Election on May 11, 2013 for Districts 3, 4 and 5 in 14 Dallas County voting precincts located wholly or partially within the District. The Irving Independent School District (**IISD**) plans to hold a Board of Education Trustee Election on May 11, 2013 for District 5, 6 and 7 at large in 61 Dallas County voting precincts located wholly or partially within the District. The Lancaster Independent School District (**LISD**) plans to hold a Board of Education Trustee Election on May 11, 2013 for Districts 3 and 6 in 5 Dallas County voting precincts located wholly or partially within the District. The Mesquite Independent School District (**MISD**) plans to hold a Board of Trustee Election on May 11, 2013 for Places 1 and 2 in 48 Dallas County voting precincts located wholly or partially within the District. The Richardson Independent School District (**RISD**) plans to hold a Board of Education Trustee Election on May 11, 2013 for Places 3, 4 and 5 in 74 Dallas County voting precincts located wholly or partially within the District. The Sunnyvale Independent School District (**SuISD**) plans to hold a Board of Education Trustee Election on May 11, 2013 for Places 6 and 7 in 2 Dallas County voting precinct located wholly or partially within the District.

1.3 A list of each election precinct or partial election precinct (each precinct unit) involved in the Joint Election, together with the name of the participating political subdivision holding an election in that precinct unit, and the number of registered voters in that precinct unit, is shown in Attachment "E". DCED will forward an updated and amended version of Attachment "E" to each participating political subdivision showing registered voters as of the deadline for registering to vote in the elections listed in Section 1 of this Election Services Contract and Joint Election Agreement.

2. **ADMINISTRATION AND STATUTORY AUTHORITY**

2.1 Antoinette "Toni" Pippins-Poole (hereafter referred to as Toni Pippins-Poole) is the duly appointed County Elections Administrator of Dallas County, Texas and the Department Head of the Dallas County Elections Department (DCED). As such, Mrs. Pippins-Poole is the County Election Officer of Dallas

County, Texas and is thereby authorized by Subchapter D of Chapter 31 of Title 3 of the Texas Election Code to enter into this joint election agreement and election services contract with the contracting authorities of the participating political subdivisions listed in Section 1 of this contract.

2.2 The contracting authorities of the political subdivisions listed in Section 1 of this joint election agreement and election services contract are hereby participating in the joint election to be held in Dallas County, Texas on May 11, 2013 pursuant to Chapter 271 of Title 16 of the Texas Election Code and are hereby contracting with the Elections Administrator of Dallas County, Texas to perform the election services set forth herein pursuant to Subchapter D of Chapter 31 of Title 3 of the Texas Election Code.

2.3 DCED agrees to coordinate, supervise and handle all aspects of administering the Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this agreement. Each contracting authority of each participating political subdivision agrees to pay DCED for equipment, supplies, services and administrative costs as outlined in this agreement. DCED will serve as administrator for the election; however, each participating political subdivision remains responsible for the lawful conduct of their respective election.

3. **LEGAL DOCUMENTS**

3.1 Each participating political subdivision will be responsible for preparation, adoption and publication of all required election orders, resolutions, notices and any other pertinent documents required by their respective governing bodies.

3.2 Each participating entity will be responsible for making the submission required by the Federal Voting Rights Act of 1965, as amended, with regard to administration of the Joint Election. A copy of the submission will be furnished to DCED by each participating political subdivision. Any other changes which require preclearance by the U.S. Department of Justice will be the responsibility of each participating political subdivision. Preparation of necessary bilingual materials for notices and preparation of the text for the official ballot will also be the responsibility of each participating political subdivision. Each participating political subdivision will provide a copy of their respective election notices and justice submission to DCED.

4. **DIRECT RECORD VOTING SYSTEM/OPTICAL SCAN**

4.1 Each participating political subdivision agrees that voting at the Joint Election will be by use of a direct record and optical scan voting system approved by the Secretary of State in accordance with the Texas Election Code. DCED will be responsible for the preparation of programs and the testing of the direct record system and optical scan system used for tabulating the ballots. Testing of the direct record equipment will be conducted at the Elections Department, 2377 N. Stemmons Frwy, Suite 820, Dallas beginning Tuesday, April 23, 2013 at 10:00 am and testing of the optical scan equipment will be conducted at the Election Equipment Warehouse, 1506 East Langdon Road, Hutchins beginning Thursday, April 11, 2013 at 10:00 am, and before ballots are tabulated at the scheduled polling locations listed in Section 13 of this contract and Attachment "B" by the presiding judges. At least 48 hours before the date and hour of the first testing of each type of equipment, DCED shall publish a newspaper notice of the date, hour, and place of the testing. DCED agrees to establish ten (10) regional sites and a central counting station to receive and tabulate the voted ballots and provisional ballots as outlined in Section 9 of this agreement.

4.2 DCED agrees to provide direct record tabulators, precinct tabulators, and voting booths for the Joint Election. The Gemini voting booth allocation will be based on providing one (1) Gemini for each 300 registered voters in each election precinct unit, not to exceed six (6) Gemini voting booths in any given precinct unit, one (1) Americans with Disabilities Act (ADA) Terminal per location, one (1) precinct tabulator in any given precinct unit, and not to exceed at any given time eight (8) iVotronics and two (2) Master PEB's per early voting location.

4.3 It is estimated that 1,300 Gemini's, 380 precinct tabulators, 290 iVotronics, 380 ADA Terminals, and Master PEB's will be needed to conduct the May 11, 2013 Joint Election. The cost of the direct record voting system for the election will be determined by multiplying the total number of iVotronics by $250.00 each, ADA Terminals by $300.00 each, and Master PEB's at no cost. The cost for the use of the Gemini voting booths will be $35.00 each. The cost for the use of the precinct tabulators will be $468.00 each (See Attachment "A"). It is agreed by all of the participating political subdivisions that ADA voting terminals will be used during the Joint Election in accordance with the Help America Vote Act of 2002 (HAVA), and that the said terminals will be part of the Joint Election Agreement.

5. VOTING LOCATION

5.1 DCED will select and arrange for the use of and payment for all voting locations, subject to the approval of each participating political subdivision. Voting locations will be, whenever possible, the usual voting locations for the precincts. Voting precincts may be combined by mutual agreement between the participating authorities. The proposed voting locations are listed in Attachment "B" of this agreement. In the event a voting location is not available, DCED will arrange for use of an alternate location with the approval of each participating political subdivision affected by the change. DCED will be responsible for submitting any polling location changes to the Department of Justice for pre-clearance. DCED will notify each participating political subdivision of any changes from the locations listed in Attachment "B".

5.2 DCED will send each participating political subdivision a final version of Attachment "B", as amended which reflects the actual locations to be used on the day of the election. DCED will send a written notice by U.S. Mail to any registered voter whose precinct polling place location has changed since the preceding election ordered by each political subdivision.

6. ELECTION JUDGES, ALTERNATE JUDGES, CLERKS AND OTHER ELECTION PERSONNEL

6.1 DCED will be responsible for the appointment of the presiding judge and alternate judge for each polling location subject to the approval of each participating political subdivision. DCED shall arrange for the training of all presiding judges and alternate judges. The proposed election judges and alternates are listed in Attachment "C" of this agreement. If a person is unable or unwilling to serve, DCED will name a judge for the precinct and notify each participating political subdivision affected by the change.

6.2 In compliance with the Federal Voting Rights Act of 1965, as amended, precincts containing more than 5% Hispanic population, according to the 2010 census statistics, are required to have interpreter assistance. If a presiding judge of such a precinct is not bilingual and is unable to hire a bilingual clerk, DCED may recommend an individual to provide interpreter assistance. If DCED is unable to recommend an individual to provide interpreter assistance for such a precinct, DCED shall notify the participating political subdivision which shall then be responsible for recommending an individual to provide interpreter assistance for such a precinct. In the event that a bilingual clerk is hired by DCED for a precinct required to have interpreter assistance, the bilingual clerk shall be paid according to a rate set

by DCED. DCED shall then charge that expense to the funds deposited with the Dallas County Treasurer for the conduct of the elections listed in Section 1 of this joint election agreement and election services contract. A participating political subdivision may pay a greater amount of money to a bilingual clerk than the rate set by DCED, however that expense shall be borne by that participating political subdivision individually and that expense shall not be charged to the funds deposited with the Dallas County Treasurer for the conduct of the elections listed in Section 1 of this agreement.

6.3 DCED is responsible for notifying all election judges of the eligibility requirements of Subchapter C of Chapter 32 of Title 3 of the Texas Election Code and Section 271.005 of the Texas Election Code, and will take the necessary steps to insure that all election judges and alternate judges appointed for the Joint Election are eligible and qualified to serve. According to Section 32.031 (a) of the Texas Election Code, the presiding judge for each election precinct shall appoint the election clerks to assist the judge in the conduct of an election at the polling place served by the judge.

6.4 If a participating political subdivision recommends a person not listed in Attachment "C", and that recommendation conflicts with the recommendation from any of the other entities involved in the election in that precinct, DCED will conduct a drawing by lot from the recommendations to determine the election judge. Once a person has been notified of his/her selection as election judge, no changes may be made by any of the participating authorities, unless that person becomes ineligible to serve as an election judge in the Joint Election.

DCED will send each of the joint participating political subdivisions an updated version of Attachment "C" which reflects the names of judges who were sent the letter requesting service for this election. A final version for Attachment "C" which reflects the name of the judges who actually presided on the day of the election will be sent to each participating political subdivision. Any entity electing to pay their election workers for attending a training class or lab must bear that expense separately from the funds deposited into the joint election account.

6.5 DCED will hold two (2) public schools of instruction on the use of optical scan card voting equipment, ADA terminals and election laws on Saturday, May 4, 2013 from 10am – 12pm, and Thursday, May 9, 2013, from 7pm - 9pm in the Central Jury Room, Frank Crowley Courthouse, 133 N. Industrial Blvd, Dallas, Texas 75207. Election Judge training labs are scheduled for Thursday, May 2, 2013 from 10am – 4pm, Saturday, May 4, 2013 from 9am – 4pm, Tuesday, May 7, 2013 6pm – 9pm, Friday, May 10, 2013 from 10am – 2pm at 2377 N. Stemmons Frwy. 8th Floor, Dallas, Texas 75207. No election judge will be appointed unless he/she has attended an election judge training session taught by DCED in the past eighteen (18) months and on the optical scan and direct record systems. However, participating entities may request that judges appointed for the Joint Election <u>should</u> attend one of the scheduled training sessions.

The election judges are responsible for picking up election supplies at the time and place determined by DCED (which will be set forth in the election judge letter requesting service for this election). Each election judge will receive $9.00 per hour and each clerk will receive $8.00 per hour (for a maximum of 14 hours). The election judge will receive an additional $25.00 for picking up the election supplies prior to Election Day and for delivering election returns and supplies to their designated regional drop off site.

6.6 DCED will employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies

and equipment assistance during the period of early voting and on election day, and for the efficient tabulation of ballots at the central counting station and regional sites. Part-time personnel will be paid an amount agreed to by the participating authorities as outlined in Attachment "A".

Part-time personnel working in support of the central counting station and regional sites on election night will receive pay for at least four hours, minimum call for service, regardless of the actual hours worked. (Attachment F)

7. SUPPLIES AND PRINTING

7.1 DCED will arrange for all election supplies and election printing, including, but not limited to, all forms, signs and other materials used by the election judges at the voting locations.

7.2 DCED will provide maps, if necessary, instructions and other information needed to enable the election judges to conduct a proper election.

7.3 Each participating political subdivision shall furnish to DCED a list of candidates and/or propositions showing the order and the exact manner in which their candidate names and/or proposition(s) in both English and Spanish as they are to appear on the official ballot. The form furnished to you by DCED Central Counting Station electronically, shall be delivered to DCED in a **Microsoft Word Format** electronically as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating political subdivision will be responsible for proofreading and approving the ballot in so far as it pertains to that authority's candidates and/or propositions.

8. OPTICAL SCAN CARD BALLOTS

8.1 The ballot allocation for this election is based on providing enough ballots in every reporting precinct to handle the same turnout as in comparable elections plus thirty-five percent 35% of that number, for an original allocation of no less than 25% of the registered voters.

8.2 Approximately 5,000 additional ballots will be available for Early Voting by Mail and for use on Election Day to respond to any precinct requesting additional ballots.

9. RETURNS OF ELECTIONS

9.1 DCED will be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

9.2 The participating authorities hereby, in accordance with Section 127.002, 127.003 and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Manager - Toni Pippins-Poole
Dallas County
Elections Administrator

Tabulating Supervisor - Jana Onyon
Central Counting Station

Presiding Judge - Rosa Rios
City of Dallas

9.3 The manager or her representative will deliver timely cumulative reports of the election results as precincts are tabulated. The manager will be responsible for releasing cumulative totals and precinct returns from the election to the joint participating political subdivisions, candidates, press, and general public by distribution of hard copies or electronic transmittals (where accessible). DCED will operate an election result center to release election results in the Health and Human Services Building, 2377 N. Stemmons Frwy, Suite 820, Dallas, Texas. Any participating political subdivision, upon request, may require release of returns be given only at a specified location other than from the result center. Any participating entity that would like the DCED web-site linked to their web-site must provide their web-site address to the Central Counting Station Manager.

9.4 DCED will prepare the unofficial canvass report after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating political subdivision as soon as possible after all returns, provisional ballots, and late overseas ballots have been tabulated, but in no event no later than 10:00 A.M. Friday, May 17, 2013. All participating authorities will be responsible for the official canvass of their respective elections.

9.5 DCED will be responsible for conducting the post election manual recount, unless a waiver is given from the Secretary of State in accordance with Section 127.201 of the Texas Election Code. Notification and copies of the recount, if waiver is denied, will be provided to each participating political subdivision and the Secretary of State's Office. Each political subdivision must notify DCED if such a waiver has been granted or denied twenty (20) days before the election.

10. ELECTION EXPENSES

10.1 The participating authorities agree to share the costs of administering the May 11, 2013 Joint Election. A general supervisory fee not to exceed 10% of the total cost of the election shall be assessed as authorized by the Texas Election Code, Sec. 31.100. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on average cost per polling place (unit cost) as determined by adding together the overall expenses and dividing expenses equally among the total number of polling places. Any participating political subdivisions requesting a combination of polling places which exceeds the average cost (Unit Cost), shall be billed directly for any excess expenditures (supplies, equipment, personnel, etc..). **The cost of any special request from a participating political subdivision, which is not agreed upon by all participating political subdivisions, shall be borne by the participating political subdivision making the special request.** Each participating political subdivision agrees that no participating political subdivision shall be billed less than the minimum of one full unit cost. See Attachment "A".

10.2 The expenses for early voting by mail and personal appearance will be paid equally by each participating political subdivision, unless otherwise agreed by the participating authorities and the Dallas County Elections Department.

10.3 Final election expenses will be determined within 120 business days after the election. DCED will provide each participating political subdivision with a final accounting in writing of all funds deposited into the Joint Election account and an accounting of all payments from the Joint Election account.

10.4 If additional funds are needed, DCED will bill each participating political subdivision in accordance with the expense formula enumerated herein. Any amount remaining will be refunded accordingly to each participating political subdivision.

11. DEPOSIT OF FUNDS

11.1 Each participating political subdivision agrees to deposit with the Dallas County Treasurer's Office, the election expenses to be paid to Dallas County as administrator of the Joint Election, the full balance for your election by April 5, 2013. Such funds will be placed in a joint election account to be used by the County for paying expenses as outlined in this agreement. No funds will be expended by Dallas County except for supplies and services outlined in this agreement, or except as may be agreed to, in writing, by each participating political subdivision. No adjustments will be made to deposits for partial withdrawals after contract has been signed by all participating authorities.

11.2 The amounts to be deposited are as follows (calculated on the basis of a cost of $TBD (per polling place) :

Entity	March 15, 2013	April 5, 2013
TOA	TBD	TBD
COBS	TBD	TBD
COCdH	TBD	TBD
COCKH	TBD	TBD
COD	TBD	TBD
CODe	TBD	TBD
CODu	TBD	TBD
COFB	TBD	TBD
COG	TBD	TBD
COGH	TBD	TBD
COGP	TBD	TBD
COH	TBD	TBD
COI	TBD	TBD
COL	TBD	TBD
COM	TBD	TBD
COR	TBD	TBD
CORw	TBD	TBD
COSa	TBD	TBD
COSe	TBD	TBD
COW	TBD	TBD
TOS	TBD	TBD
NWDCFC	TBD	TBD
DCSB	TBD	TBD
CFBISD	TBD	TBD
CHISD	TBD	TBD
CPISD	TBD	TBD
DISD	TBD	TBD
DeISD	TBD	TBD
DuISD	TBD	TBD
GISD	TBD	TBD
GPISD	TBD	TBD
HPISD	TBD	TBD
IISD	TBD	TBD
LISD	TBD	TBD
MISD	TBD	TBD

RISD	TBD	TBD
SulSD	TBD	TBD

Total deposit $TBD

Deposits should be delivered within the mandatory time frame to:

Joe Wells
Dallas County Treasurer
303 Records Building
509 Main Street
Dallas, Texas 75202

12. **RECORDS OF THE ELECTION**

12.1 Toni Pippins-Poole, Elections Administrator, is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 31.096 of the Texas Election Code.

12.2 Access to the election records will be available to each participating political subdivision as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the Elections Department, 2377 N. Stemmons Frwy, Suite 820, Dallas, Texas, at any time during normal business hours. DCED shall ensure that the records are maintained in an orderly manner, so that records are clearly identifiable and retrievable per records storage container. However, access to election records that contain confidential information that must be redacted pursuant to federal or state law may be provided at the offices of the Civil Division of the Criminal District Attorney's Office of Dallas County, Texas at 411 Elm Street, 5th Floor, Dallas, Texas.

12.3 Pursuant to Section 66.058 of the Texas Election Code, DCED will retain the election records for 60 days after the date of the election. 60 days after the date of the election, DCED will make arrangements to deliver the Joint Election records to Dallas County Record Storage. The Joint Election records will then become the responsibility of Dallas County Record Storage for the remainder of the 6 month preservation period. Dallas County Record Storage will be responsible for the destruction of the Joint Election records after the preservation period. DCED will provide each entity a letter of destruction.

13. **EARLY VOTING**

13.1 Toni Pippins-Poole, County Elections Administrator, is appointed the early voting clerk for all of the participating political subdivisions in compliance with Sections 271.006 of the Texas Election Code. Other deputy early voting judges/clerks will be appointed, subject to the approval of the contracting authorities of the participating political subdivisions, as needed to process early voting mail and to conduct early voting at the main location and branch locations. If a participating political subdivision recommends a person not listed in Attachment "D", and that recommendation conflicts with the recommendation from any of the other entities involved in the election in that precinct, DCED will conduct a drawing by lot from the recommendations to determine the deputy early voting judge/clerk.

Once a person has been notified of his/her selection as deputy early voting judge/clerk, no changes may be made by any of the participating authorities.

The recommended deputy early voting judges/clerks for the main and branch early voting locations are listed in Attachment "D". DCED shall request the Dallas County Human Resource Department to conduct a criminal background check of election officials, staff and temporary workers who are hired to work in this election.

13.2 Early voting by personal appearance will be conducted at the main and branch locations on weekdays beginning Monday, April 29, 2013 and continuing through Friday, May 3, 2013 between 8:00 A.M. and 5:00 P.M.; Saturday, May 4, 2013 between 8:00 A.M. and 5:00 P.M.; Sunday, May 5, 2013, between 1:00 P.M. and 6:00 P.M.; Monday, May 6, 2013 and continuing through Tuesday, May 7, 2013 between 7:00 A.M. and 7:00 P.M. Any qualified voter for the Joint Election may vote early by personal appearance at either the main early voting location or branch locations.

MAIN EARLY VOTING POLLING PLACE:
DALLAS COUNTY RECORDS BUILDING
509 Main Street
Dallas 75202

EARLY VOTING BRANCH POLLING PLACES:

ADDISON FIRE STATION #1
4798 AIRPORT PARKWAY
ADDISON, TEXAS 75001

BALCH SPRINGS CITY HALL
3117 HICKORY TREE
BALCH SPRINGS, TEXAS 75180

CEDAR HILL GOV'T CENTER
285 UPTOWN BLVD
CEDAR HILL, TEXAS 75104

COCKRELL HILL CITY HALL
4125 WEST CLAREDON
COCKRELL HILL, TEXAS 75211

COPPELL TOWN CENTER
255 WEST PARKWAY BLVD
COPPELL, TEXAS 75019

CROSSWINDS HIGH SCHOOL
1100 N. CARRIER PKWY
GRAND PRAIRIE, TEXAS 75050

DALLAS CITY HALL
1500 MARILLA STREET
DALLAS, TEXAS 75201

DALLAS WEST LIBRARY
2332 SINGLETON BLVD
DALLAS, TEXAS 75212

DALLAS ISD ADMIN BUILDING
3700 ROSS AVENUE
DALLAS, TX 75204

DESOTO TOWN CENTER LIBRARY
211 E PLEASANT RUN RD
DESOTO, TEXAS 75115

DUNCANVILLE LIBRARY
201 JAMES COLLINS
DUNCANVILLE, TEXAS 75116

FARMERS BRANCH CITY HALL
13000 WILLIAM DIDSON PKWY
FARMERS BRANCH, TEXAS 75234

FRANKFORD TOWN HOMES
18110 MARSH LANE
DALLAS, TEXAS 75287

FRETZ PARK LIBRARY
6990 BELT LINE ROAD
DALLAS, TEXAS 75254

RICHLAND COLLEGE – GARLAND CAMPUS
675 W. WALNUT ST.
GARLAND, TEXAS 75040

GARNER ELEMENTARY
145 POLO ROAD
GRAND PRAIRIE, TEXAS 75052

GLENN HEIGHTS CITY HALL
1938 SOUTH HAMPTON ROAD
GLENN HEIGHTS, TEXAS 75154

GRAUWYLER PARK REC CENTER
7780 HARRY HINES BLVD
DALLAS, TEXAS 75235

HEBRON & JOSEY LIBRARY
4220 N JOSEY LANE
CARROLLTON, TEXAS 75010

HIGHLAND HILLS LIBRARY
3624 SIMPSON STURART
DALLAS, TEXAS 75241

HUTCHINS CITY HALL
321 N. MAIN ST.
HUTCHINS, TEXAS 75141

IRVING ARTS CENTER
3333 N. MCARTHUR
IRVING, TEXAS 75062

IRVING CITY HALL
825 W. IRVING BLVD.
IRVING, TEXAS 75060

JOSEY RANCH LIBRARY
1700 KELLER SPRINGS
CARROLLTON,TEXAS 75006

LAKE HIGHLANDS NORTH REC CENTER
9940 WHITE ROCK TRAIL
DALLAS, TEXAS 75238

LAKESIDE ACTIVITY CENTER
101 HOLLEY PARK DRIVE
MESQUITE, TEXAS 75149

LANCASTER VETERANS MEMORAL LIBRARY
1600 VETERANS MEMORIAL PKWY
LANCASTER, TEXAS 75134

LOCHWOOD LIBRARY
11221 LOCHWOOD BLVD
DALLAS, TEXAS 75218

MARSH LANE BAPTIST CHURCH
10716 MARSH LANE
DALLAS, TEXAS 75229

MARTIN LUTHER KING CORE BLDG
2922 MLK BLVD.
DALLAS, TEXAS 75215

MARTIN WEISS RECREATION CENTER
1111 MARTINDELL
DALLAS, TEXAS 75211

MOUNTAIN CREEK LIBRARY
6102 MOUNTAN CREEK PKWY
DALLAS, TEXAS 75249

OAK CLIFF SUB – COURTHOUSE
410 S BECKLEY AVE
DALLAS, TEXAS 75203

OUR REDEEMER LUTHERAN CHURCH
7611 PARK LANE
DALLAS, TEXAS 75225

PRAIRIE CREEK LIBRARY
9609 LAKE JUNE ROAD
DALLAS, TEXAS 75217

PRESTON ROYAL LIBRARY
5626 ROYAL LANE
DALLAS, TEXAS 75229

RECORDS BUILDING (MAIN LOCATION)
509 MAIN STREET
DALLAS, TEXAS 75206

RENNER – FRANKFORD LIBRARY
6400 FRANKFORD ROAD
DALLAS, TEXAS 75252

REVERCHON RECREATION CENTER
3505 MAPLE AVE
DALLAS, TEXAS 75219

RICHARDSON CIVIC CENTER
411 W ARAPAHO ROAD
RICHARDSON, TEXAS 75080

RICHARDSON ISD ADMIN BUILDING
400 S GREENVILLE AVE
RICHARDSON, TEXAS 75081

ROWLETT CITY HALL ANNEX
4004 MAIN STREET
ROWLETT, TEXAS 75088

SACHSE CITY HALL
3815-B SACHSE ROAD
SACHSE, TEXAS 75048

SEAGOVILLE CITY HALL
702 N HWY 175
SEAGOVILLE, TEXAS 75159

SOUTH OAK CLIFF HIGH SCHOOL
3601 S MARSALIS AVE
DALLAS, TEXAS 75216

ST LUKE COMMUNITY LIFE CENTER
6211 EAST GRAND AVE
DALLAS, TEXAS 75223

SUNNYVALE TOWN HALL
127 NORTH COLLINS ROAD
SUNNYVALE, TEXAS 75182

VALLEY RANCH LIBRARY
401 CIMARRON TRAIL
IRVING, TEXAS 75063

VETERANS MEDICAL CENTER
4500 S LANCASTER ROAD
DALLAS, TEXAS 75216

WILMER COMMUNITY CENTER
101 DAVIDSON PLAZA
WILMER, TEXAS 75172

EARLY VOTING TEMPORARY BRANCH VOTING PLACES:

HIGHLAND PARK ISD ADMINISTRATION ANNEX
6915 WESTCHESTER DRIVE
DALLAS, TEXAS 75205

April 29 – (Monday – Friday) May 3, 2013	8:00 AM – 4:30 PM
May 6 – (Monday – Tuesday) May 7, 2013	7:00 AM – 7:00 PM

13.3 All requests for early voting ballots by mail that are received by participating authorities will be transported by runner on the day of receipt to the Dallas County Elections Department, 8th Floor, Health and Human Service Building, 2377 N. Stemmons Frwy, Dallas, Texas 75207 for processing. Persons voting by mail will send their voted ballots to the Dallas County Elections Department.

13.4 All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed in accordance with Subchapter A of Chapter 87 of the Texas Election Code. Each participating political subdivision will appoint one member to the board/committee and will notify DCED of the person's name, telephone number and address no later than March 29, 2013. The participating political subdivisions agree to appoint SeGwen Tyler as presiding judge of the early voting ballot board.

13.5 A signature verification committee will be appointed in accordance with Section 87.027 of the Texas Election Code. A list of the members of the signature verification committee will be furnished to each participating political subdivision.

14. ELECTION REPORTS

14.1 DCED will be responsible for ensuring the delivery of the reports titled Early Voting Daily Vote Totals and Daily Early Voter Listing (Alphabetical by precinct) to each participating political subdivision each day of Early Voting for the previous day's voting activity. On the day after the conclusion of Early Voting, a Daily Early Voter Listing by precinct report inclusive of all days of Early Voting is to be delivered to each participating political subdivision. When possible, the Early Voters' reports will be delivered by electronic means via e-mail, facsimile, or website.

15. **RUNOFF ELECTION**

15.1 In the event a runoff is necessary, the date would be June 15, 2013 and the agreement will automatically be extended to cover the runoff, unless a participating political subdivision states in writing before Monday, May 13, 2013 that it does not wish to participate in a joint runoff. DCED will provide each participating political subdivision in the Joint Runoff Election with an estimate of funds to be deposited in a special joint runoff election account. The funds must be deposited no later than five (5) days after the runoff estimate figures are received from DCED.

16. **CONTRACT WITHDRAWAL**

16.1 Any contracting authority of any participating political subdivision that certifies their election in accordance with Section 2.051, 2.052 and 2.053 of the Texas Election Code, may withdraw from the Joint Election contract. Any expenditure incurred prior to withdrawal shall be billed separately and that participating political subdivision shall be removed from the contract. An addendum to the contract shall be provided to the remaining participating political subdivisions no later than five (5) days after notification of all intents to withdraw have been received in writing by DCED.

17. **NOTICE**

17.1 Whenever this agreement requires any consent, approval notice, request or demand, it must be in writing to be effective and shall be delivered to the party intended to receive it as shown below:

Address for notice to DCED:
Toni Pippins-Poole
Dallas County Elections Administrator
Elections Department – Eighth Floor
Health and Human Service Building – 2377 N. Stemmons Frwy
Dallas, Texas 75207
(214)819-6300

Addresses for notice to the participating political subdivisions:

Chris Terry, (TOA)
Town Secretary
5300 Beltline Road
Addison, Texas 75240
(972) 450-7017

Cindy Gross, (COBS)
City Secretary
3117 Hickory Tree Rd.
Balch Springs, Texas 75180
(972)557-6066

Lyn Hill, (COCdH)
City Secretary
285 Uptown Blvd. Bldg. 100 4th Fl
Cedar Hill, Texas 75104
(972) 291-5100 ext. 1018

Brett Haney, (COCkH)
Chief Operating Officer
4125 W. Clarendon Dr.
Dallas, Texas 75211
(214) 330-6333

Brylon D. Franklin (COD)
Elections Manager
1500 Marilla St., CH 5DS
Dallas, Texas 75201
(214) 670-5657

Kisha Morris, (CODe)
City Secretary
211 E. Pleasant Run Rd, Ste A
DeSoto, Texas 75115
(972) 230-9664

Angie Wade, (CODu)
City Secretary
203 E. Wheatland Road
Duncanville, Texas 75116
(972) 780-5017

Angela Kelly, (COFB)
City Secretary
13000 William Dodson Pkwy
Farmers Branch, Texas 75234
(972) 919-2503

Lisa Palomba, (COG)
City Secretary
200 N. Fifth St.
Garland, Texas 75040
(972) 205-2404

Othel Murphree, (COGH)
City Secretary
1938 S. Hampton Road
Glenn Heights, Texas 75154
(972) 223-1690

Shanae Jennings, (COI)
City Secretary
825 W. Irving Blvd
Irving, Texas 75060
(972) 721-2605

Aimee Nemer (COR)
City Secretary
411 W. Arapaho Rd., Room 202
Richardson, Texas 75080
(972) 744-4290

Dara Crabtree, (COSe)
City Secretary
702 N. Hwy 175
Seagoville, Texas 75159
(972) 287-6819

Pete Eckert (NWDCFC)
Board Attorney
3960 Broadway Blvd #220-0
Garland, Texas 75043
(972) 271-3201

Karlas Avalos, (CHISD)
Executive Assistant
285 Uptown Blvd. Bldg. 300
Cedar Hill, Texas 75104
(972) 291-1581 ext. 4011

Connie Johnson (DeISD)
Operations Specialist
200 E. Beltline Road
DeSoto, Texas 75115
(972) 223-3873

Mike Wallace, (GPISD)
Director of Purchasing
2602 S. Beltline Rd
Grand Prairie, Texas 75052
(972) 237-5592

Cathy DiMaggio (COGP)
City Secretary
317 W. College
Grand Prairie, Texas 75050
(972) 237-8039

Dolle Downe, (COL)
City Secretary
211 N. Henry St.
Lancaster, Texas 75146
(972) 218-1311

Laura Hallmark (CORw)
City Secretary
4000 Main St.
Rowlett, TX 75088
(972) 412-6109

Shelia Martin, (COW)
City Secretary
128 N. Dallas Ave
Wilmer, Texas 75172
(972) 441-6373

Olga Esparza (DCSB)
Secretary to Superintendent
612 N. Zang Blvd.
Dallas, Texas 75208
(214) 944-4525

Kay Ryon, (CpISD)
Secretary to Superintendent
200 S. Denton Tap Road
Coppell, Texas 75019
(214) 496-8002

Ronald Kuehler, (DuISD)
Chief Financial and Operations Officer
802 S. Main
Duncanville, Texas 75137
(972) 708-2029

Tim Turner, (HPISD)
Assistant Superintendent
For Business Services
7015 Westchester Drive
Dallas, Texas 75205
(214) 780-3016

Janis Daniels, (COH)
City Secretary
321 N. Main Street
Hutchins, Texas 75141
(972) 225-6121

Sonja Land, (COM)
City Secretary
1515 N. Galloway
Mesquite, Texas 75149
(972) 216-6401

Terry Smith, (COSa)
City Secretary
3815 Sachse Rd., Building B
Sachse, Texas 75048
(972) 495-1212 ext. 23

Leslie Malone, (TOS)
Town Secretary
127 N. Collins Road
Sunnyvale, Texas 75182
(972) 226-7177

Mark Hyatt, (CFBISD)
Asst. Supt. for Admin & Support Svc.
1445 N. Perry Rd
Carrollton, Texas 75006
(972) 968-6104

Deno Harris, (DISD)
Director of Board Services
3700 Ross Ave., Box 1
Dallas, Texas 75204
(972) 925-3720

David Pate, (GISD)
Director of Finance
501 S. Jupiter
Garland, Texas 75042
(972) 487-3101

Ralph Diaz, (IISD)
Special Assistant to Superintendent
ATTN: Nora Gonzalez
2621 West Airport Frwy
Irving, Texas 75062-6020
(972) 600-5005

Fran Allen, (LISD)
Asst. to Superintendent
422 S. Centre Ave
Lancaster, Texas 75146
(972) 218-1400

Michael Coffey, (MISD)
Assistant Superintendent
Administrative Services
405 East Davis
Mesquite, Texas 75149
(972) 882-7313

Trish Bittle, (RISD)
Exec Asst. to Assistant
Superintendent of Finance
400 S. Greenville Ave.
Richardson, Texas 75080
(469) 593-0331

Doug Williams, (SuISD)
Superintendent of Schools
417 E. Tripp Rd
Sunnyvale, Texas 75182
(972) 226-5974

18. **LIABILITY FOR NEGLIGENCE**

All parties agree to be responsible, in accordance with applicable state or federal law, each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this Contract without waiving any sovereign immunity, governmental immunity, statutory immunity, or other defenses available to the parties under federal or State law. **NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES**. All parties agree that any such liability or damages occurring during the performance of this Contract caused by the joint or comparative negligence of the parties, or their employees, agents or officers shall be determined in accordance with comparative responsibility laws of Texas, but only to the extent such laws are applicable to the party.

19. **VENUE**

Venue for any cause of action, injunction, or petition for extraordinary relief arising out of the performance of this contract shall lie exclusively in Dallas County, Texas.

20. **SEVERABILITY**

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

21. **ENTIRE CONTRACT**

This joint election contract and election services agreement, including all Exhibits and attachments, constitutes the entire Contract between the parties and supersedes any other Contract concerning the subject matter of this transaction, whether oral or written.

22. **ORDER OF PRECEDENCE**

In the event of any inconsistency between the provisions of this joint election contract and election services agreement and any incorporated documents as described herein, all parties agree that the provisions of this Contract shall take precedence.

23. **SIGNATORY WARRANTY**

The Elections Administrator of Dallas County, Texas and all of the contracting authorities of all of the participating political subdivisions listed in Section 1 of this joint election contract and election services agreement represent that each has the full right, power and authority to enter and perform this Contract in accordance with all of the terms and conditions, and that the execution and delivery of this Contract has been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Contract.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

24. COUNTERPARTS.

This joint election contract and election services agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

Main body of election contract,
excluding attachments,
Approved as to Form*

DALLAS COUNTY
Craig Watkins
District Attorney

Teresa Guerra Snelson
Chief, Civil Division

_____
TONI PIPPINS-POOLE
COUNTY ELECTIONS ADMINISTRATOR
DALLAS COUNTY, TEXAS

_____
BEN STOOL
ASSISTANT DISTRICT ATTORNEY
CIVIL DIVISION
DALLAS COUNTY, TEXAS

*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).

ACCEPTED AND AGREED TO BY THE CITY OF SACHSE:

APPROVED:

_____
BILLY GEORGE,
CITY MANAGER

ATTEST:

_____
TERRY SMITH,
CITY SECRETARY

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

Legislation Details (With Text)

File #:	13-1361	**Version:** 1	**Name:**	1st Quarter Budget and Investment Report
Type:	Agenda Item		**Status:**	Agenda Ready
File created:	2/5/2013		**In control:**	City Council
On agenda:	2/18/2013		**Final action:**	

Title: Consider acceptance of the Quarterly Budget and Investment Reports for the quarter ended December 31, 2012

Executive Summary
Cash on hand at 12/31/2012 was $28,371,818 in all funds, of this amount $23,371,818 was available for investing. The remaining $5,000,000 is held in a non-interest bearing analysis account per contract with American National Bank. The average interest/yield on all investments was .28% and investment earnings totaled $13,270.

General Fund revenues are at 49% of budget and expenditures are at 26% as of 12/31/2012. Utility Fund revenues are at 25% of budget and expenditures are at 23%. The year-to-date budget status for both funds is typical for this point in the fiscal year.

Sponsors:

Indexes:

Code sections:

Attachments: 1st quarter budget and investment 2013.pdf

Date	Ver.	Action By	Action	Result

Title
Consider acceptance of the Quarterly Budget and Investment Reports for the quarter ended December 31, 2012

Executive Summary
Cash on hand at 12/31/2012 was $28,371,818 in all funds, of this amount $23,371,818 was available for investing. The remaining $5,000,000 is held in a non-interest bearing analysis account per contract with American National Bank. The average interest/yield on all investments was .28% and investment earnings totaled $13,270.

General Fund revenues are at 49% of budget and expenditures are at 26% as of 12/31/2012. Utility Fund revenues are at 25% of budget and expenditures are at 23%. The year-to-date budget status for both funds is typical for this point in the fiscal year.

Background
Every quarter, the Finance Department releases a report on the City's finances. The report is divided into two sections: Budget and Investments. The Budget section generally includes revenues and expenditures for the General, Utility, Debt Service, and Special Revenue Funds, as well as a summary of Capital Project Expenditures. The Investment Report

powered by Legistar™

provides investment fund details for the Money Market, Investment Pool, and Certificate of Deposit accounts.

It is the strategy of the City to maintain a high percentage of idle funds invested in safe, secure and liquid investment securities and pooled investment types in accordance with the Public Funds Investment Act and City policy.

Policy Considerations
The Public Funds Investment Act (PFIA) requires that the Investment Officers prepare and submit quarterly a written report of investment transactions for all funds covered by the Investment Policy.

Budgetary Considerations
There are no significant aberrations in the budget that would require budget amendments at this time.

Staff Recommendations
Staff recommends acceptance of the Quarterly Budget and Investment Reports for the quarter ending December 31, 2012 as a Consent Agenda item.

powered by Legistar™

Finance Department

TO: BILLY GEORGE, CITY MANAGER

FROM: FINANCE DEPARTMENT TS

SUBJ: QUARTERLY BUDGET REPORTS FOR 1ST QUARTER ENDING DECEMBER 31, 2012

DATE: FEBRUARY 6, 2013

CC: MAYOR AND COUNCIL

The enclosed Quarterly Budget Report is for the 1st quarter of the fiscal year ending September 30, 2013. This period ending 12-31-2012 represents 25% of the City's fiscal year (3 months).

Cash and Investment Position: The City is in excellent cash position. Cash on hand at 12-31-2012 was $28,371,818 in all funds.

Budget: General Fund revenues are at 49% of the budget for the end of the 1st Quarter.

At December 31st, the budgeted expenditures are as follows for operations.

Fund	*Budget*	*YTD*	*% Used*
General Fund	$ 11,509,617	$ 2,944,549	26%
Utility Fund	7,087,772	1,644,334	23%
Debt Service	2,866,446	0	0%
Special Revenue	43,406	3,287	8%
Total	$ 21,507,241	$ 4,479,783	

Property Taxes: Year-to-date the City has posted $6,007,915 in property tax revenue or about 63% of the City property tax revenue budget of $9,528,654. The General Fund revenue collections yielded $4,433,541 and the Debt Service Fund collected $1,574,768.

Municipal Court: The Court processed 223 cases for December and 778 for the quarter ended December 31st. The total fines collected and settled to the City treasury as of December 31st totaled $71,704.

Building Permits: The City has issued 34 Single Family residential permits since October 1, 2012, with permitting/licenses revenue of $77,688 or about 30% of budget. The average construction value of permitted homes is $297,791.

Other General Fund Revenues: As of the report date, the City has collected $1,086,813 in other general fund revenues or approximately 28% of budget totals.

Interest Earnings: The City's funds are fully invested and secure. The City has earned $13,270 on its invested funds for the first quarter of Fiscal Year 2012-2013. City-wide invested funds at December 31, 2012 were $28,371,818 (including EDC's portfolio). The average Quarterly Yield was .28%.

Capital Projects: As of September 30th, YTD Capital Projects expenditures totaled $421,941.

Combined Budget

Summary

Quarter Ending

December 31, 2012

Quarterly Report to City Council
25% of Budget Year
(Unaudited)

CITY OF SACHSE
COMBINED BUDGET SUMMARY
AND CHANGES IN FUND BALANCE RESERVES
YTD Actual December 31, 2012
Fiscal Year 2012-2013

	General Fund	Water Sewer Fund	Debt Service Fund	Special Revenue Fund [2]	Total
Revenues	5,669,745	1,804,771	1,574,768	22,669	$ 9,071,953
Expenses	2,944,549	1,644,334	0	3,287	$ 4,592,170
Net Over (under)	2,725,196	160,437	1,574,768	19,382	4,479,783

	Capital Projects Fund [1]
Revenues	78,745
Expenses	421,941
Net Over (under)	(343,196)

Footnotes:

[1] Capital Project Fund Revenues include funds received in current fiscal year; expenses include all expenditures made in the current year from funds(bonds, impact fees, special sales tax) accumulated in previous periods, as well as the current fiscal year.

[2] Special Revenue Funds: Court Technology, Court Security, Emergency Medcial Training, Police Training, AT&T Cable Channel; Park Development Fees and Street Impact Fees.

General Fund

Quarter Ending

December 31, 2012

Quarterly Report to City Council
25% of Budget Year
(Unaudited)

City of Sachse
General Fund Summary
As of December 31, 2012

	Actual 2010 - 2011	Actual 2011-2012	Budget 2012-2013	YTD 12/31/2012	Budget %
REVENUES:					
Property taxes	$ 6,490,418	$ 7,358,100	$ 7,036,517	$ 4,433,541	63%
Permits/Licenses	280,855	415,514	323,775	90,528	28%
Franchises	1,624,050	1,368,011	1,444,403	350,881	24%
Sales Tax	752,635	757,239	833,553	233,194	28%
Charges for services	400,414	539,452	434,450	199,461	46%
Court Fines	270,011	339,572	330,000	71,704	22%
Interest and Rents	19,651	19,244	19,975	4,251	21%
Other governments	145,560	121,387	126,122	43,498	34%
Operating transfers in	922,719	145,080	960,271	239,964	25%
Miscellaneous	8,823	3,242	2,000	2,724	136%
TOTAL REVENUES	**$ 10,915,137**	**$ 11,066,841**	**$ 11,511,066**	**$ 5,669,745**	49%
EXPENDITURES:					
City Manager	$ 396,175	$ 300,342	$ 294,468	$ 75,953	26%
City Secretary	142,213	154,746	153,366	36,897	24%
Human Resources	216,840	204,672	248,104	49,845	20%
Finance	488,181	449,881	478,268	129,403	27%
Court	163,100	162,489	166,610	33,813	20%
Parks	699,599	737,493	737,643	181,541	25%
Seniors	104,747	101,168	104,312	24,426	23%
Library	280,616	265,797	291,436	78,787	27%
Community Development	628,741	574,998	603,315	157,132	26%
Streets	873,303	800,111	1,138,483	207,171	18%
Engineering	164,532	211,011	274,155	39,194	14%
Facility Maintenance	263,052	275,202	325,081	66,016	20%
Police	2,982,273	2,927,303	3,170,903	868,401	27%
Animal Control	130,009	133,398	137,201	38,075	28%
Fire and EMS	2,085,817	2,068,662	2,209,598	563,321	25%
Non-Departmental	1,072,760	1,094,219	1,176,674	394,575	34%
TOTAL EXPENDITURES	**$ 10,691,959**	**$ 10,461,490**	**$ 11,509,617**	**$ 2,944,549**	26%

City of Sachse
General Fund
As of December 31, 2012

Schedule of Revenues by Source					
Category Descriptions	**Actual 2010-2011**	**Actual 2011-2012**	**Budget 2012-2013**	**YTD 12/31/2012**	**Budget %**
Property Taxes	$ 6,490,418	$ 7,358,100	$ 7,036,517	$ 4,433,541	63%
Sales Tax	735,478	744,245	820,553	229,792	28%
Franchise Tax	1,624,050	1,368,011	1,444,403	350,881	24%
Licenses and Permits	280,855	415,514	323,775	90,528	28%
Other Fees	400,414	539,452	434,450	199,461	46%
Court Fines	270,011	339,572	330,000	71,704	22%
Interest	19,651	19,244	19,975	4,251	21%
Transfers	922,719	145,080	960,271	239,964	25%
Miscellaneous	171,540	137,623	141,122	49,623	35%
Total Revenue	$ 10,915,137	$ 11,066,841	$ 11,511,066	$ 5,669,745	49%

Expenditures Category Summary					
Category Descriptions	**Actual 2010-2011**	**Actual 2011-2012**	**Budget 2012-2013**	**YTD 09/30/2012**	**Budget %**
Personnel Costs	$ 8,074,702	$ 7,916,760	$ 8,404,026	$ 2,244,048	27%
Supplies and Materials	1,269,565	1,178,188	1,193,196	212,079	18%
Maintenance & Repairs	389,301	342,819	450,247	81,781	18%
Contract Services	956,099	1,012,056	1,113,317	404,134	36%
Capital Outlay	2,292	11,667	348,831	2,508	1%
Contingencies/Transfers	-	-	-	-	-
Total Expenditures	$ 10,691,959	$ 10,461,490	$ 11,509,617	$ 2,944,549	26%

Water and Sewer Fund

Quarter Ending

December 31, 2012

Quarterly Report to City Council
25% of Budget Year
(Unaudited)

City of Sachse
Utility Fund Summary
As of December 31, 2012

	Actual 2010-2011	Actual 2011-2012	Budget 2012-2013	YTD 12/31/2012	Budget %
Operating Revenues					
Water Sales	$ 3,799,382	$ 3,942,179	$ 4,062,949	$ 1,035,954	25%
Sewer Service	2,240,823	2,810,343	2,974,582	690,961	23%
Fees and Charges	128,405	175,492	150,900	51,975	34%
Interest Income	3,010	2,985	3,500	1,331	38%
Impact Fees	83,943	115,221	120,000	24,455	20%
Other Governments and Sources	-	-	-	-	0%
Other Financing Sources	-	-	-	-	0%
Miscellaneous	3,069	13,503	1,200	95	8%
Total Revenues	**$ 6,258,633**	**$ 7,059,722**	**$ 7,313,131**	**$ 1,804,771**	**25%**
Operating Expenditures					
Water Operations	$ 3,087,189	$ 2,931,374	$ 3,143,635	$ 762,766	24%
Sewer Operations	2,183,652	2,258,800	2,532,170	494,565	20%
Utility Billing Services	271,625	261,017	250,758	61,084	24%
Meter Reading	105,572	126,363	121,994	53,115	44%
Sub-total Operating Expenditures	5,648,037	5,577,553	6,048,557	1,371,530	23%
Non-operating Expenditures:					
Debt Payments	52,002	50,202	135,514	-	0%
Transfers Out - Charge back	2,010,678	2,047,614	903,701	225,924	25%
Transfers Out - Franchise	-	-	-	-	0%
Capital Outlays	0	3,498	0	46,879	
Non-Operating Expenditures	2,062,680	2,101,314	1,039,215	272,803	26%
Total Expenditures	**$ 7,710,718**	**$ 7,678,867**	**$ 7,087,772**	**$ 1,644,334**	**23%**

Debt Service Fund

Quarter Ending

December 31, 2012

Quarterly Report to City Council
25% of Budget Year
(Unaudited)

City of Sachse

Debt Service Fund Summary

As of December 31, 2012

	Actual 2010-2011	Actual 2011-2012	Budget 2012-2013	YTD 12/31/2012	Budget %
REVENUES:					
Property Taxes	$ 2,092,378	$ 2,114,668	$ 2,492,137	$ 1,574,374	63%
Interest Income	934	1,260	500	394	79%
Intragovernmental Transfers	667,000	750,000	-	-	
Other Financing Sources	-		-	-	-
TOTAL REVENUES	**$ 2,760,312**	**$ 2,865,928**	**$ 2,492,637**	**$ 1,574,768**	**63%**
EXPENDITURES					
Principal	$ 865,000	$ 945,000	$ 1,035,000	$ -	0%
Interest	1,891,786	1,861,561	1,830,446	-	0%
Agent Fees	573	823	1,000	-	0%
TOTAL EXPENDITURES	**$ 2,757,360**	**$ 2,807,385**	**$ 2,866,446**	**$ -**	**0%**

Capital Project Funds

Quarter Ending

December 31, 2012

Quarterly Report to City Council
25% of Budget Year
(Unaudited)

City of Sachse

GENERAL CAPITAL PROJECT FUND SUMMARY [1]

As of December 31, 2012

	Actual 2010-2011	Actual 2011-2012	YTD 12/31/2012
REVENUES:			
40050 Sales Tax From 380 Agreements	$ 1,737,691	$ -	$ -
45000 Interest Income	45,114	28,821	6,646
46070 CDBG Street Improvement Grant	(792)		71,799
46110 TXDOT Grant	-	7,108,366	-
46130 Other Agency Grants	180,000	232,112	-
47080 Miscellaneous Receipt	180	10,122	300
48000 Operating Transfers In-General Fund		750,000	
48080 Operating Transfers In - Special Revenue	111,769	61,781	
49010 Debt Issuance	-	-	-
TOTAL REVENUES	**$ 2,073,962**	**$ 8,191,201**	**$ 78,745**
EXPENDITURES:			
VEHICLES AND EQUIPMENT:			
54000 Vehicles	27,532	86,470	
54010 Machinery	8,528		-
54050 Tools and Equipment	25,931		-
CAPITAL PROJECTS:			
54231 CIP - Bunkerhill Road	834,391	7,054,075	257,614
54242 CIP - 5th Street Widening	30,680	334	
54250 CIP - Murphy Road to Hwy 78	(22,554)		-
54270 CIP - Dewitt Road	(8,506)		-
54283 Street CIP - Merritt Road	-	1,059,215	
54390 CIP - SH 78 and 5th St Intersection	16,039	3,840	
54590 CIP Road and Impact Fee Study		58,938	750
55551 Holly Crest Pavement		4,320	122,538
55552 Merritt Rd Realignment		64,984	1,420
55553 Haverhill Paving Improvementst		29,800	3,000
55554 Eastview		204,313	
55555 Ingram/ Blackburn		295,833	
55557 Orchard Grove Wall			3,850
55558 Brookhollow Drive			3,662
55600 7th Street Paving		76,006	
55080 Operating Transfer Out - Debt Service	667,000	750,000	
MUNICIPAL CENTER:			
54510 City Hall Facility	304,762		
54520 Public Safety Facility	91,183		
54530 Senior Citizen Facility	166,579		
54540 Library Renovations	30,141		-
54550 Municipal Campus Features	1,437,323	228,723	3,650
54560 Salmon Park Improvements	14,845	10,313	
54570 Bryan Street Improvements	-	-	-
54581 Software/Hardware Upgrades	100,641		
54610 City Hall Furnishings	46,807		-
54620 Public Safety Furnishings	6,700		-
54630 Senior Center Furnishings	42,682		-
54640 Library Furnishings	29,692		-
54650 Sachse/Miles Signalization		165,588	25,456
TOTAL EXPENDITURES	**$ 3,850,396**	**$ 10,092,751**	**$ 421,941**

[1] *This Fund is a summary fund of all General Capital Project Funds with sources of funds from Bond Issuance, Developers, and RCC sales tax*

Special Revenue

Quarter Ending

December 31, 2012

Quarterly Report to City Council
25% of Budget Year
(Unaudited)

City of Sachse
Special Revenue Fund Summary
As of December 31, 2012

		Actual 2010-2011	Actual 2011-2012	Budget 2012-2013	YTD 12/31/2012	Budget %
REVENUES:						
43000	Time Pay Fee (TP-L1)	$ 401	$ 468	$ -	$ 63	
43010	Court Security Fees	5,977	7,962	7,500	1,678	22%
43020	Court Technology Fees	7,976	10,614	8,000	2,240	28%
43040	Court - Child Safety Program Fees	5,879	9,412	5,200	2,602	50%
43060	State Traffic Fee	-	-		-	
44050	Police Training Fees	2,518		3,000	-	-
41460	Emergency Medical Training Fees	4,843		4,500	-	-
44030	Street Impact Fees	49,528	54,069	75,000	9,445	13%
41480	PEG Fees	5,788	12,948	6,000	3,489	0.58
46030	Senior Program Donations		124			
46130	Other Agency Grants	41,140	23,560	-	1,335	-
46120	Misc Grants and Donations	21,862	1,062	-	966	-
45000	Interest	2,241	2,188	2,780	852	31%
	TOTAL REVENUES	**$ 148,153**	**$ 122,407**	**$ 111,980**	**$ 22,669**	**20%**
EXPENDITURES:						
51510	City Manager - Small Tools and Equipment	$ 1,486		$ -	$ -	-
54101	Energy Efficiency Conservation	47,689	10,693	-		-
54123	Security Control Improvements	20,211		-	-	-
51510	Municipal Court - Court Security	231	925	2,500		0%
54022	Municipal Court - Court Technology Improvements	1,259	5,593	-	352	
54050	Municipal Court - Tools and Equipment over $50	2,660		3,000	-	0%
53090	Court Fees Due to State Comptroller			-	-	-
51810	Police Training	2,960		1,500	-	0%
51810	Fire Training			-	-	-
54190	Fire and Ambulance	3,482	1,534			
51880	EMS Training	1,675		3,500	-	0%
54470	Park Development Fee Projects	2,125		17,906	1,400	8%
51000	Library Utilities-Electric	191	135	-		-
51020	Library Utilities - Water	95	65	-		-
51030	Library Utilities-Communications	2,136		-	-	-
51250	Library Programs	798	1,302	-	535	
51510	Library Small Tools and Equipment	7,980	3,604	-		
54282	CIP - Maxwell Creek Road (DA)	14,000	14,000	15,000	1,000	7%
55001	Operating Transfer Out-Impact Fees(CIP Study)	-	58,938			
55050	Operating Transfer Out - Park Development Fees	-	2,843			
51510	Animal Control Center Programs	537	266	-		-
	TOTAL EXPENDITURES	**$ 109,514**	**$ 99,899**	**$ 43,406**	**$ 3,287**	**8%**

Investment Report

Quarter Ending

December 31, 2012

Quarterly Report to City Council
25% of Budget Year
(Unaudited)

Finance Department

Memo

To: **Billy George, City Manager**

From: Teresa Savage, Interim Finance Director TS

CC: Mayor and City Council

Date: February 6, 2013

Re: **Investment Report for period ending December 31, 2012**

Attached is the Quarterly Investment Report for the quarter ending December 31, 2012 of the fiscal year 2012-2013. This report complies with the requirements of the City's Investment Policy and the Public Funds Investment Act as amended. For the period ending December 31, 2012, the City's portfolio[1] consisted of the following investments:

Portfolio at Quarter Close:	Rate at 12/31/2012	% Total	Total Investment
Money Market Account –ANB	.25%	63.4%	$17,976,301.37
Money Market Account(EDC)-ANB	.07%	2.4%	683,473.82
Investment Pool – Tex Pool	.1458%	1.8%	502,461.97
CD--Comerica Bank	.42%	3.5%	1,000,000.00
CD—Comerica Bank	.50%	3.5%	1,000,000.00
CD—Comerica Bank	.52%	4.2%	1,205,136.03
CD—Comerica Bank	.54%	3.6%	1,004,444.88
Analysis Checking-ANB	0.00%	17.6%	5,000,000.00
Total Invested City Funds:		100.0%	**$28,371,818.07**

The City does not carry any security instrument (investment type) on its books that is traded on the open market; therefore all investments are listed at 100% of market value. Interest earnings on all certificate of deposit accounts are accreted quarterly or at maturity. All Funds on deposit with American National Bank, Comerica Bank, and Investment Pools are fully secured and safeguarded. **Total investment interest earned for the quarter ending December 31, 2012 was $13,269.45.**

Citywide cash and investments for the period ending December 31, 2012 was $28,371,818. Of this amount, $3,885,082 is for the Sachse EDC; also included is $5,000,000.00 which is held in a non-interest bearing analysis account. It is the strategy of the Finance Department to maintain a high percentage of its idle funds invested in safe and secure investment securities and pooled investment types in accordance with the Public Funds Investment Act.

85% of the City's current portfolio has liquidity of 30 days or less, which is more than adequate for daily operations. The City investments are liquid and have same day access. The City's investment and cash management strategy will be to maintain operational and capital needs in money market accounts and liquid asset pools. The City's funds are swept into the above accounts and withdrawn as needed for operational cash flow requirements.

The average interest rate/yield on the City's investments for the period was .28%. The Texpool Prime Fund interest rate was .1701% and the Texpool interest rate was .1458% at December 31, 2012. The 90 day T-bill rate was .09% with the 180 day T-bill at .14%.

[1] Includes the Sachse Economic Development Corporation

QUARTERLY INVESTMENT REPORT

For the Quarter Ended

December 31, 2012

Prepared by
Valley View Consulting, L.L.C.

The investment portfolio of the City is in compliance with the Public Funds Investment Act and the Investment Policy and strategies.

Director of Finance

Finance Manager

Disclaimer: These reports were compiled using information provided by the City of Sachse. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Strategy Summary:

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range between 0.00% and 0.25% (actual Fed Funds are trading +/-15 bps). At the December meeting, the FOMC extended Operation Twist and modified the exceptionally low rate target from "mid-2015" to unemployment below 6.2% and inflation less than 2.0%. The Fiscal Cliff was narrowly avoided, but largely unresolved. Federal spending and the debt ceiling need to be re-addressed later this spring. The European credit crisis was subdued, but also unresolved long term. Domestic employment growth is modest and inconsistent. Overall economic activity remains low to moderate. The US stock market continued edging higher. Financial institution deposits and laddering targeted cash flows still provide the best interest earnings opportunity.

Quarter End Results by Investment Category:

		December 31, 2012		September 30, 2012	
Asset Type	**Ave. Yield**	**Book Value**	**Market Value**	**Book Value**	**Market Value**
Bank/Pool	0.25%	$ 24,162,237	$ 24,162,237	$ 21,947,491	$ 21,947,491
CDs / Securities	0.50%	4,209,581	4,209,581	3,211,230	3,211,230
Totals		**$ 28,371,818**	**$ 28,371,818**	**$ 25,158,721**	**$ 25,158,721**

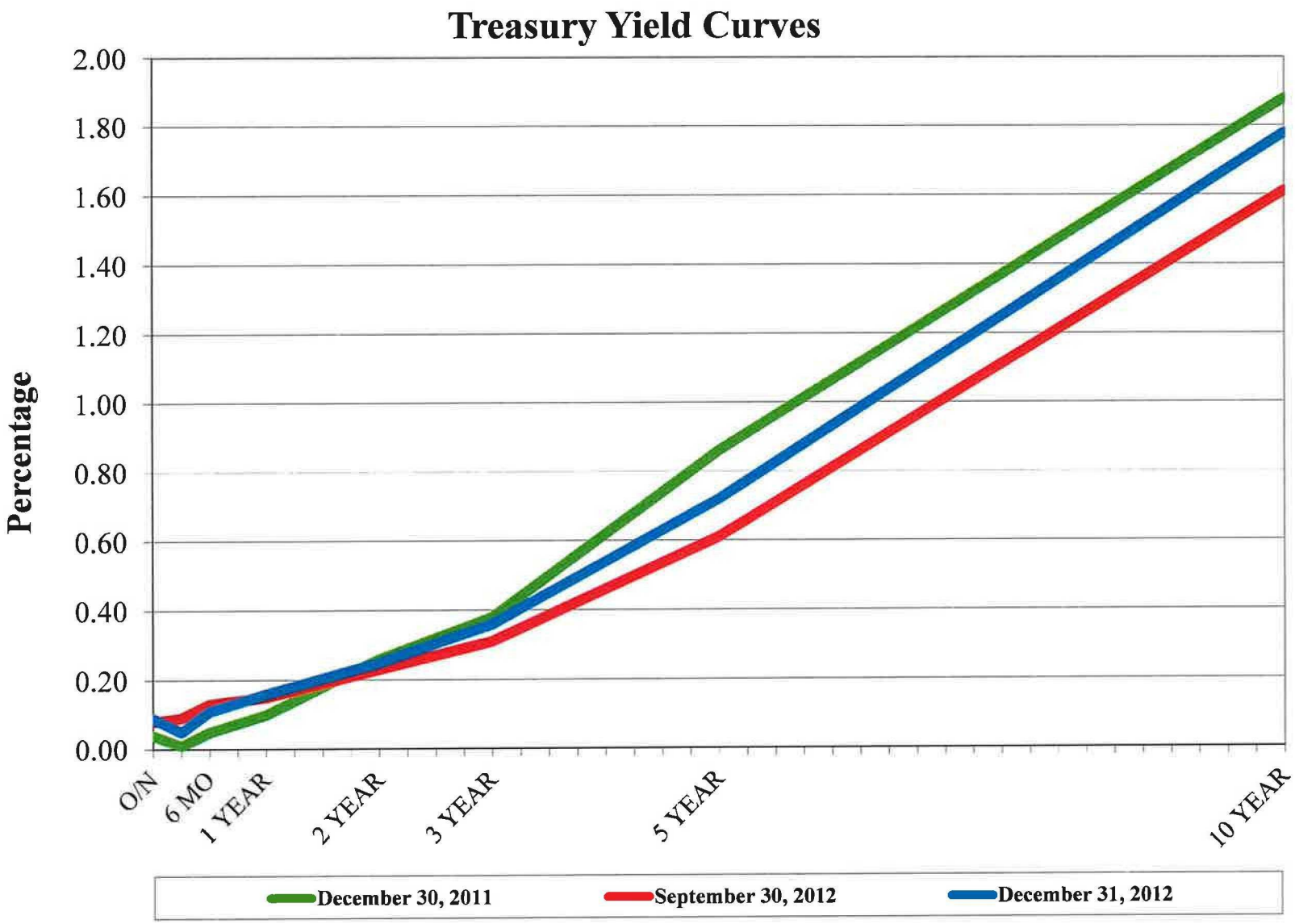
Average Yield (1)	
Total Portfolio	0.28%
Rolling Three Mo. Treas. Yield	0.09%
Rolling Six Mo. Treas. Yield	0.14%

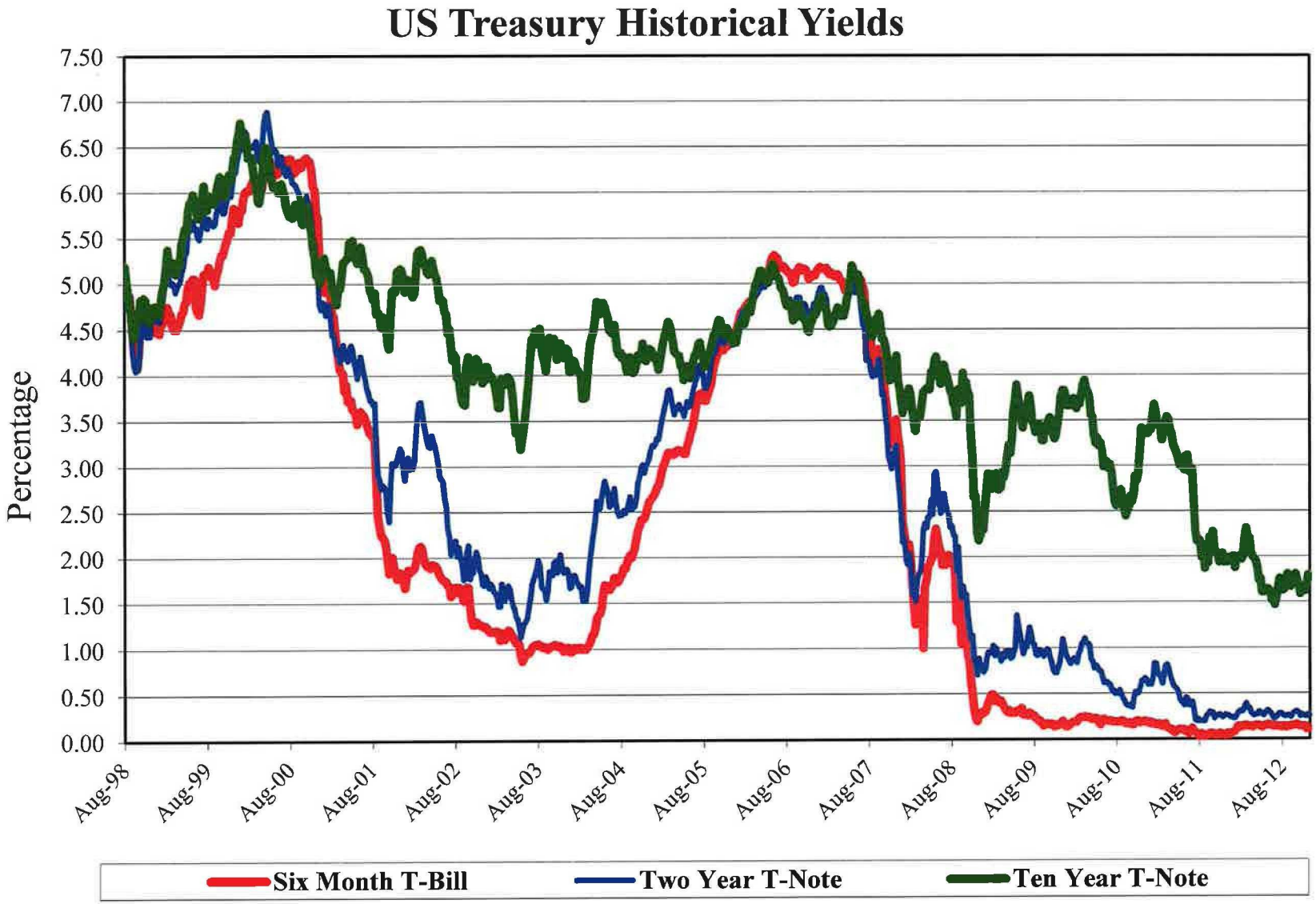
Fiscal Year-to-Date Average Yield (2)	
Total Portfolio	0.28%
Rolling Three Mo. Treas. Yield	0.09%
Rolling Six Mo. Treas. Yield	0.14%
Average Quarterly TexPool Yield	0.15%

	City	EDC
Interest Earnings QTR	$ 9,981	$ 3,289
Interest Earnings YTD	$ 9,981	$ 3,289

(1) Average Yield calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.


Treasury Yield Curves
Percentage
2.00
1.80
1.60
1.40
1.20
1.00
0.80
0.60
0.40
0.20
0.00
O/N
6 MO
1 YEAR
2 YEAR
3 YEAR
5 YEAR
10 YEAR
December 30, 2011
September 30, 2012
December 31, 2012


US Treasury Historical Yields
Percentage
7.50
7.00
6.50
6.00
5.50
5.00
4.50
4.00
3.50
3.00
2.50
2.00
1.50
1.00
0.50
0.00
Aug-98
Aug-99
Aug-00
Aug-01
Aug-02
Aug-03
Aug-04
Aug-05
Aug-06
Aug-07
Aug-08
Aug-09
Aug-10
Aug-11
Aug-12
Six Month T-Bill
Two Year T-Note
Ten Year T-Note

S&P 500
1,750
1,500
1,250
1,000
750
500
250
0
Aug-95
Aug-96
Aug-97
Aug-98
Aug-99
Aug-00
Aug-01
Aug-02
Aug-03
Aug-04
Aug-05
Aug-06
Aug-07
Aug-08
Aug-09
Aug-10
Aug-11
Aug-12

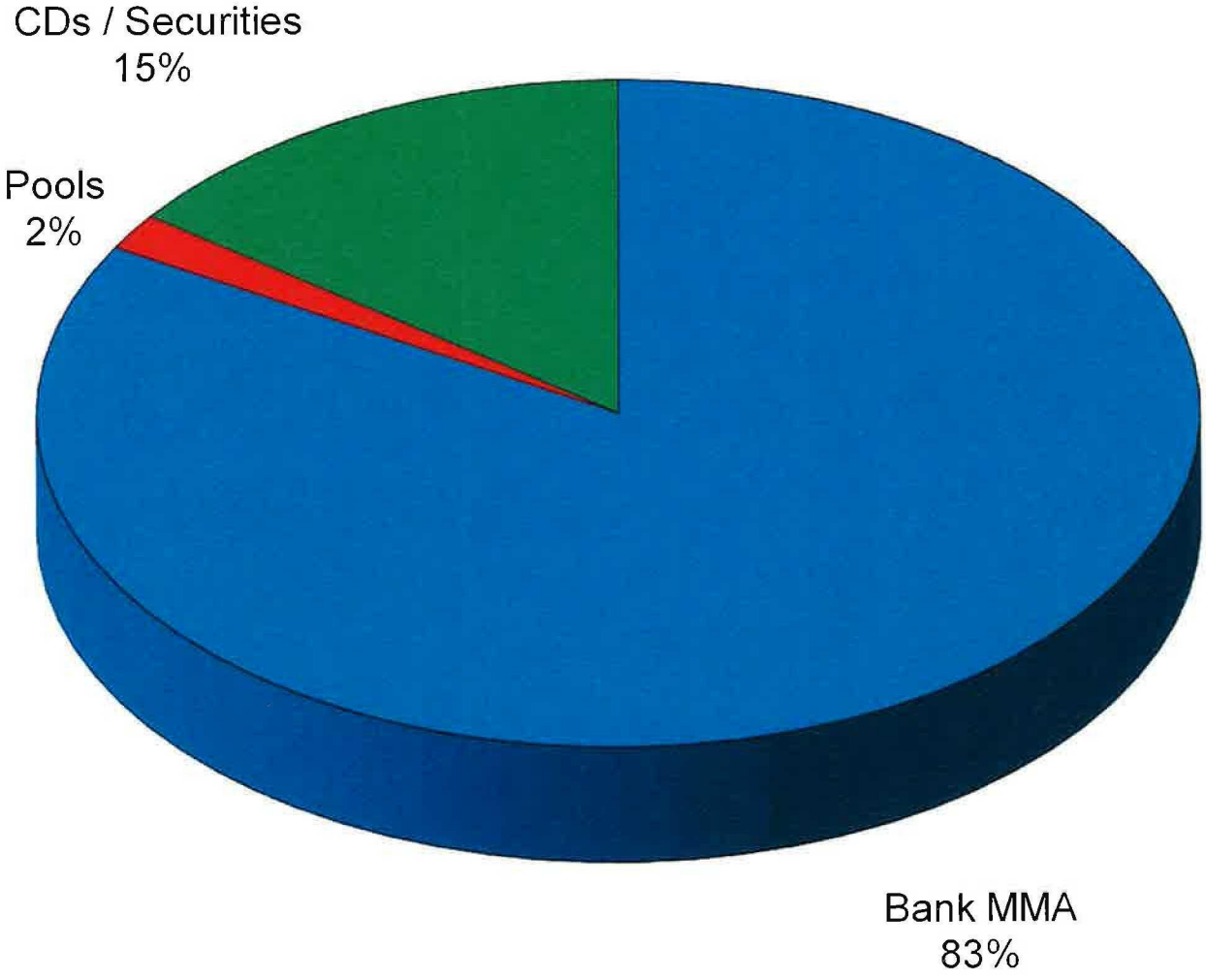
Detail of Investment Holdings
December 31, 2012

Description	Rating	Coupon/ Discount	Maturity Date	Settlement Date	Original Face\ Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Bank MMA		0.25%	01/01/2013	12/31/2012	$ 23,659,775	$ 23,659,775	1.00	$ 23,659,775	1	0.25%
TexPool	AAAm	0.15%	01/01/2013	12/31/2012	502,462	502,462	1.00	502,462	1	0.15%
Comerica CD		0.52%	03/06/2013	03/06/2012	1,200,000	1,205,136	100.00	1,205,136	65	0.52%
Comerica CD		0.54%	06/06/2013	03/06/2012	1,000,000	1,004,445	100.00	1,004,445	157	0.54%
Comerica CD		0.42%	06/30/2014	12/31/2012	1,000,000	1,000,000	100.00	1,000,000	546	0.42%
Comerica CD		0.50%	09/30/2014	12/31/2012	1,000,000	1,000,000	100.00	1,000,000	638	0.50%
					$ 28,362,237	**$ 28,371,818**		**$ 28,371,818**	**51**	**0.28%**
									(1)	**(2)**

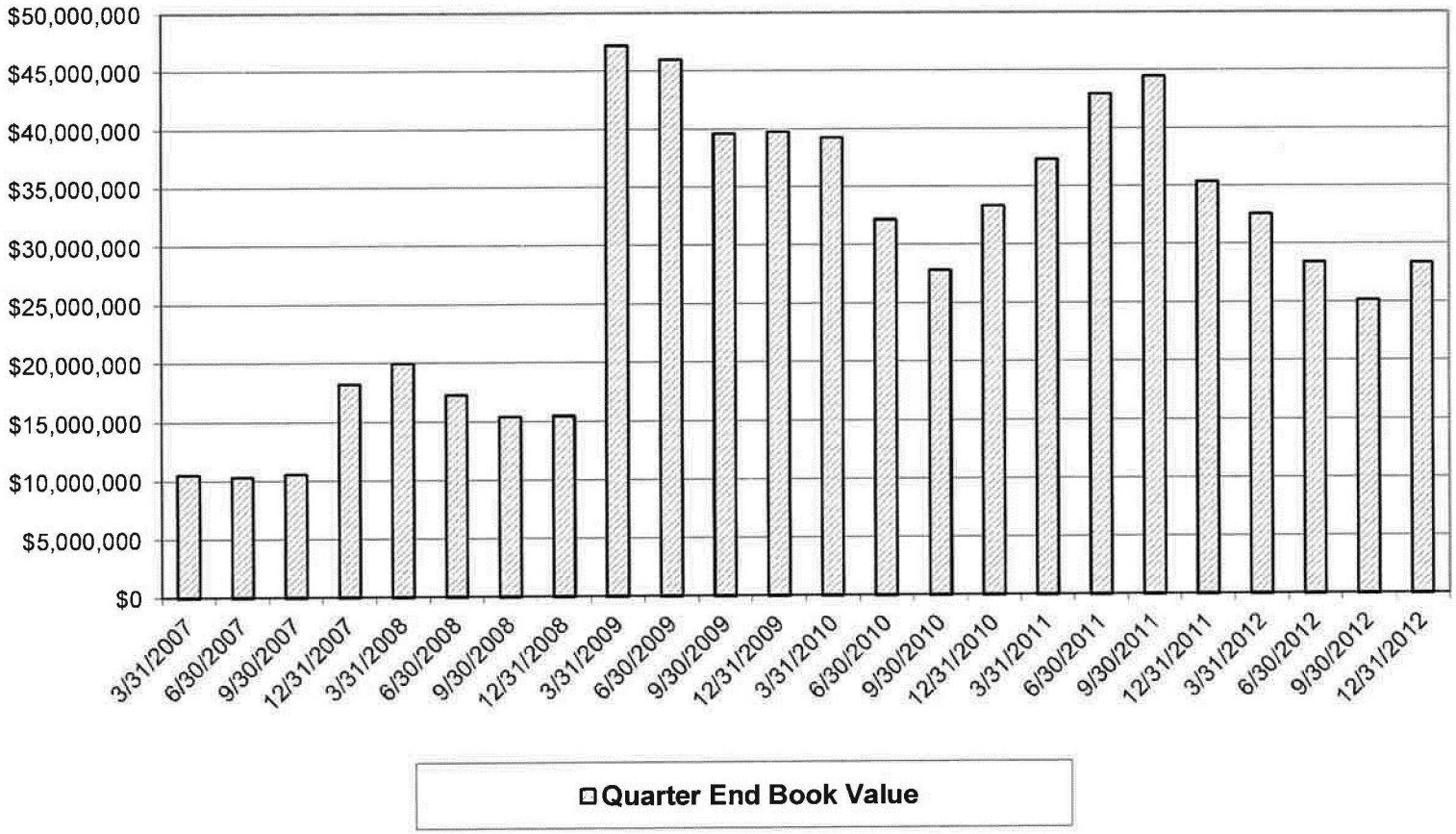
(1) Weighted average life - For purposes of calculating weighted average life, pool investments are assumed to have a one day maturity.

(2) Weighted average yield to maturity - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered.

Portfolio Composition



Total Portfolio



Book Value Comparison

Description	Coupon/ Discount	Maturity Date	September 30, 2012 Original Face/ Par Value	September 30, 2012 Book Value	Purchases/ Accretions	Amortizations/ Sales/Maturities	December 31, 2012 Original Face/ Par Value	December 31, 2012 Book Value
Bank MMA	0.25%	01/01/2013	$ 21,445,229	$ 21,445,229	$ 2,214,546	$ -	$ 23,659,775	$ 23,659,775
TexPool	0.15%	01/01/2013	502,262	502,262	200		502,462	502,462
Comerica CD	0.50%	11/01/2012	1,000,000	1,004,597		$ (1,004,597)		
Comerica CD	0.52%	03/06/2013	1,200,000	1,203,556	1,580		1,200,000	1,205,136
Comerica CD	0.54%	06/06/2013	1,000,000	1,003,077	1,368		1,000,000	1,004,445
Comerica CD	0.42%	06/30/2014			1,000,000		1,000,000	1,000,000
Comerica CD	0.50%	09/30/2014			1,000,000		1,000,000	1,000,000
TOTAL			**$ 25,147,491**	**$ 25,158,721**	**$ 4,217,694**	**$ (1,004,597)**	**$ 28,362,237**	**$ 28,371,818**

Market Value Comparison

Description	Coupon/ Discount	September 30, 2012 Original Face/ Par Value	September 30, 2012 Market Price	September 30, 2012 Market Value	Qtr to Qtr Change	December 31, 2012 Original Face/ Par Value	December 31, 2012 Market Price	December 31, 2012 Market Value
Bank MMA	0.25%	$ 21,445,229	1.00	$ 21,445,229	$ 2,214,546	$ 23,659,775	1.00	$ 23,659,775
TexPool	0.15%	502,262	1.00	502,262	200	502,462	1.00	502,462
Comerica CD	0.50%	1,000,000	100.00	1,004,597	(1,004,597)			
Comerica CD	0.52%	1,200,000	100.00	1,203,556	1,580	1,200,000	100.00	1,205,136
Comerica CD	0.54%	1,000,000	100.00	1,003,077	1,368	1,000,000	100.00	1,004,445
Comerica CD	0.42%	1,000,000			1,000,000	1,000,000	100.00	1,000,000
Comerica CD	0.50%	1,000,000			1,000,000	1,000,000	100.00	1,000,000
TOTAL		**$ 25,147,491**		**$ 25,158,721**	**$ 3,213,097**	**$ 28,362,237**		**$ 28,371,818**

Allocation

December 31, 2012

Book & Market Value	Total	GO I&S	General Fund	W/S Impact Fee	W/S Restricted	W/S Operations	Special Sales Tax	Capital Project
Bank MMA	$ 23,659,775	$ 2,211,848	$ 6,256,594	$ 1,358,849	$ 162,617	$ 1,018,157	$ 2,472,279	$ 1,444,383
Texpool	502,462		136,670					
03/06/2013	1,205,136							
06/06/2013	1,004,445							
06/30/2014	1,000,000							
09/30/2014	1,000,000							
Totals	**$ 28,371,818**	**$ 2,211,848**	**$ 6,393,264**	**$ 1,358,849**	**$ 162,617**	**$ 1,018,157**	**$ 2,472,279**	**$ 1,444,383**

Allocation

December 31, 2012

Book & Market Value	2009 GO Bonds	TXDOT	Restricted Street Impact	Restricted Park Development	Restricted General	EDC
Bank MMA	$ 5,206,141	$ 506,098	$ 945,748	$ 2,211	$ 399,349	$ 1,675,501
Texpool	365,792					
03/06/2013						1,205,136
06/06/2013						1,004,445
06/30/2014	1,000,000					
09/30/2014	1,000,000					
Totals	**$ 7,571,933**	**$ 506,098**	**$ 945,748**	**$ 2,211**	**$ 399,349**	**$ 3,885,082**

Allocation

September 30, 2012

Book & Market Value	Total	GO I&S	General Fund	W/S Impact Fee	Utility Fund	W/S Restricted	W/S Operations	Special Sales Tax
Bank MMA	$ 21,445,229	$ 637,225	$ 3,568,825	$ 1,379,133	$ -	$ 163,617	$ 684,117	$ 2,605,381
Texpool	502,262		136,616					
11/01/2012	1,004,597							
03/06/2013	1,203,556							
06/06/2013	1,003,077							
Totals	**$ 25,158,721**	**$ 637,225**	**$ 3,705,441**	**$ 1,379,133**	**$ -**	**$ 163,617**	**$ 684,117**	**$ 2,605,381**

Allocation

September 30, 2012

Book & Market Value	Capital Project	2009 GO Bonds	Restricted Street Impact	Restricted Park Development	Restricted General	Street Impact	GBTP TIF Zone #1	EDC
Bank MMA	$ 1,372,312	$ 8,059,599	$ 937,382	$ 2,209	$ 385,983	$ -	$ 18,287	$ 1,631,158
Texpool		365,647						
11/01/2012		1,004,597						
03/06/2013								1,203,556
06/06/2013								1,003,077
Totals	**$ 1,372,312**	**$ 9,429,843**	**$ 937,382**	**$ 2,209**	**$ 385,983**	**$ -**	**$ 18,287**	**$ 3,837,791**

Portfolio Summary
City of Sachse, TX
December 31, 2012

Safely - Investment Type

Investment Type	Book Value	Percent
Money Market Account*	$ 23,659,776	83.4%
Investment Pools	502,461	1.8%
CD's	4,209,581	14.8%
Total*	$ 28,371,818	100%

*(Includes Sachse EDC Money Market)

Liquidity - Investments by Maturity Date

Under 30 days	$ 24,162,237	85%
30 - 90 days	1,205,136	4%
90 - 180 days	1,004,445	4%
180 - 365 days	0	0%
365 - 640 days	2,000,000	7%
Total Principal Invested	$ 28,371,818	100%

Portfolio Yield

Portfolio	Fiscal YTD Interest	Int Earned this QTR	(FYTD) Percent of total
Debt Service	$ 394	$ 394	2.97%
General Fund	$ 757	757	5.70%
Water and Sewer Fund	$ 1,331	1,331	10.03%
Capital Project Fund	$ 6,645	6,645	50.09%
Special Revenue Fund	$ 852	852	6.42%
TIF Zone	$ -	0	0.00%
Sachse EDC	$ 3,289	3,289	24.80%
Total Portfolios	$ 13,270	$ 13,270	100.00%

Portfolio Balance

Portfolio	Beginning Balances	Ending Book Balances	Change
Debt Service	$ 637,225	$ 2,211,848	$ 1,574,623
General Fund	3,705,441	6,393,264	2,687,823
Water and Sewer Fund	2,226,867	2,539,623	312,756
Capital Project Fund	13,407,536	11,994,693	(1,412,843)
Special Revenue Fund	1,325,574	1,347,308	21,734
TIF Fund	18,287	0	(18,287)
Sachse EDC	3,837,792	3,885,082	47,290
Total Portfolios	$ 25,158,722	$ 28,371,818	$ 3,213,096

Historical Interest Rates

		October	November	December
Pooled Money Market Account	2012	0.2500%	0.2500%	0.2500%
	2011	0.2500%	0.2500%	0.2500%
	2010	0.1500%	0.2500%	0.3000%
Tex Pool	2012	0.1926%	0.1644%	0.1458%
	2011	0.0839%	0.1080%	0.0810%
	2010	0.2259%	0.2279%	0.2165%

City of Sachse, TX
Investment Portfolios
December 31, 2012

Source	Description	Cusip/ Ref	Purchase Date	Maturity Date	Coupon (Int. Rate)	Days to Maturity	Principal Invested	Book Value Beginning of Month	Book Value Change[1]	Book Value End of Month	Market Value Beginning of Month	Market Value Change	Market Value End of Month
Debt Service													
GO Bond I&S Fund	Money Market	114512	12/31/2012	1/1/2013	0.2500%	1	786,689	786,689	1,425,159	2,211,848	786,689	1,425,159	2,211,848
Total							786,689	786,689	1,425,159	2,211,848	786,689	1,425,159	2,211,848
General Fund													
General Fund	TexPool	1111-000	12/31/2012	1/1/2013	0.1458%	1	136,652	136,652	18	136,670	136,652	18	136,670
General Fund	Money Market	114512	12/31/2012	1/1/2013	0.2500%	1	2,635,213	2,635,213	3,621,382	6,256,595	2,635,213	3,621,381	6,256,594
Total							2,771,865	2,771,865	3,621,400	6,393,265	2,771,865	3,621,399	6,393,264
Water and Sewer Fund													
W/S Impact Fee Fund	Money Market	114512	12/31/2012	1/1/2013	0.2500%	1	1,353,022	1,353,022	5,827	1,358,849	1,353,022	5,827	1,358,849
W/S Restricted Fund	Money Market	114512	12/31/2012	1/1/2013	0.2500%	1	162,617	162,617		162,617	162,617		162,617
W/S Operations	Money Market	114512	12/31/2012	1/1/2013	0.2500%	1	1,257,260	1,257,260	(239,103)	1,018,157	1,257,260	(239,103)	1,018,157
Total							2,772,899	2,772,899	(233,276)	2,539,623	2,772,899	(233,276)	2,539,623
Capital Project Funds													
Special Sales Tax	Money Market	114512	12/31/2012	1/1/2013	0.2500%	1	2,594,370	2,594,370	(122,090)	2,472,280	2,594,369	(122,090)	2,472,279
Capital Project Funds	Money Market	114512	12/31/2012	1/1/2013	0.2500%	1	1,372,047	1,372,047	72,336	1,444,383	1,372,046	72,337	1,444,383
Capital Project Fund-TXDOT	Money Market	114512	12/31/2012	1/1/2013	0.2500%	1	506,098	506,098	0	506,098	506,098	0	506,098
2009 GO Bonds	TexPool	1111-000	12/31/2012	1/1/2013	0.1458%	1	365,745	365,745	47	365,792	365,745	47	365,792
2009 GO Bonds	CD		12/31/2012	9/30/2014	0.5000%	638	1,000,000	0	1,000,000	1,000,000	0	1,000,000	1,000,000
2009 GO Bonds	CD		12/31/2012	6/30/2014	0.4200%	546	1,000,000	0	1,000,000	1,000,000	0	1,000,000	1,000,000
2009 GO Bonds	Money Market	114512	12/31/2012	1/1/2013	0.2500%	1	5,119,717	7,119,717	(1,913,576)	5,206,141	7,119,717	(1,913,576)	5,206,141
Total							11,957,977	11,957,976	36,717	11,994,693	11,957,975	36,718	11,994,693
Special Revenue Funds													
Restricted Street Impact Fee Fund	Money Market	114512	12/31/2012	1/1/2013	0.2500%	1	944,713	944,713	1,035	945,748	944,713	1,035	945,748
Restricted Park Development Fee Fur	Money Market	114512	12/31/2012	1/1/2013	0.2500%	1	2,210	2,210	1	2,211	2,210	1	2,211
Restricted General Fund	Money Market	114512	12/31/2012	1/1/2013	0.2500%	1	398,681	398,681	668	399,349	398,681	668	399,349
Total							1,345,604	1,345,604	1,704	1,347,308	1,345,604	1,704	1,347,308
TIF Fund													
GBTP TIF Zone #1	Money Market	114512	12/31/2012	1/1/2013	0.2500%	1	18,287	18,287	(18,287)	(0)	18,287	(18,287)	0
							18,287	18,287	(18,287)	(0)	18,287	(18,287)	0
EDC Fund													
EDC	CD		3/6/2012	3/6/2013	0.5200%	65	1,200,000	1,203,556	1,580	1,205,136	1,203,556	1,580	1,205,136
EDC	CD		3/6/2012	6/6/2013	0.5400%	155	1,000,000	1,003,077	1,368	1,004,445	1,003,077	1,368	1,004,445
EDC PMMKT	Money Market	114512	12/31/2012	1/1/2013	0.2500%	1	1,652,361	1,652,361	23,140	1,675,501	1,652,361	23,140	1,675,501
							3,852,361	3,858,994	26,088	3,885,082	3,858,994	26,088	3,885,082
Total Portfolio at 12/31/2012							23,505,682	23,512,313	4,859,505	28,371,818	23,512,313	4,859,505	28,371,818

Summary of Portfolios by Security Type
12/31/12

Security Type	Percent of Total (Book Value)	Average # of days	Average Yield	Principal Invested	Book Value Beginning of Month	Book Value Change	Book Value End of Month	Market Value Beginning of Month	Market Value Change	Market Value End of Month
Money Market Account	83.39%	1	0.2500%	18,803,350	20,803,284	2,856,492	23,659,776	20,803,283	2,856,492	23,659,775
TexPool	1.77%	1	0.1458%	502,332	502,396	65	502,461	502,397	65	502,462
CD's	14.84%	351	0.5000%	4,200,000	2,206,633	2,002,948	4,209,581	2,206,633	2,002,948	4,209,581
Total	100.00%			23,505,682	23,512,313	4,859,505	28,371,818	23,512,313	4,859,505	28,371,818

[1] Change = Investment activity including earnings,deposits and withdrawals

City of Sachse, TX
Investment Portfolios
November 30, 2012

Source	Description	Cusip/ Ref	Purchase Date	Maturity Date	Coupon (Int. Rate)	Days to Maturity	Principal Invested	Book Value Beginning of Month	Book Value Change [1]	Book Value End of Month	Market Value Beginning of Month	Market Value Change	Market Value End of Month
Debt Service													
GO Bond I&S Fund	Money Market	114512	11/30/2012	12/1/2012	0.2500%	1	697,316	697,316	89,373	786,689	697,316	89,373	786,689
Total							697,316	697,316	89,373	786,689	697,316	89,373	786,689
General Fund													
General Fund	TexPool	1111-000	11/30/2012	12/1/2012	0.1644%	1	136,616	136,635	17	136,652	136,635	17	136,652
General Fund	Money Market	114512	11/30/2012	12/1/2012	0.2500%	1	3,051,999	3,051,999	(416,786)	2,635,213	3,051,999	(416,786)	2,635,213
Total							3,188,615	3,188,634	(416,769)	2,771,865	3,188,634	(416,769)	2,771,865
Water and Sewer Fund													
W/S Impact Fee Fund	Money Market	114512	11/30/2012	12/1/2012	0.2500%	1	1,376,814	1,376,814	(23,792)	1,353,022	1,376,814	(23,792)	1,353,022
W/S Restricted Fund	Money Market	114512	11/30/2012	12/1/2012	0.2500%	1	162,617	162,617		162,617	162,617		162,617
W/S Operations	Money Market	114512	11/30/2012	12/1/2012	0.2500%	1	1,144,281	1,144,281	112,979	1,257,260	1,144,281	112,979	1,257,260
Total							2,683,712	2,683,712	89,187	2,772,899	2,683,712	89,187	2,772,899
Capital Project Funds													
Special Sales Tax	Money Market	114512	11/30/2012	12/1/2012	0.2500%	1	2,599,342	2,599,342	(4,972)	2,594,370	2,599,341	(4,972)	2,594,369
Capital Project Funds	Money Market	114512	11/30/2012	12/1/2012	0.2500%	1	1,371,801	1,371,801	246	1,372,047	1,371,800	246	1,372,046
Capital Project Fund-TXDOT	Money Market	114512	11/30/2012	12/1/2012	0.2500%	1	506,098	506,098	0	506,098	506,098	0	506,098
2009 GO Bonds	TexPool	1111-000	11/30/2012	12/1/2012	0.1644%	1	365,647	365,698	47	365,745	365,698	47	365,745
2009 GO Bonds	CD		11/1/2011	11/1/2012	0.5000%	0	1,000,000	1,004,597	(1,004,597)	(0)	1,004,597	(1,004,597)	0
2009 GO Bonds	Money Market	114512	11/30/2012	12/1/2012	0.2500%	1	6,578,282	6,578,282	541,435	7,119,717	6,578,282	541,435	7,119,717
Total							12,421,170	12,425,817	(467,841)	11,957,976	12,425,816	(467,841)	11,957,975
Special Revenue Funds													
Restricted Street Impact Fee Fund	Money Market	114512	11/30/2012	12/1/2012	0.2500%	1	944,682	944,682	31	944,713	944,682	31	944,713
Restricted Park Development Fee Fur	Money Market	114512	11/30/2012	12/1/2012	0.2500%	1	2,210	2,210	0	2,210	2,210	0	2,210
Restricted General Fund	Money Market	114512	11/30/2012	12/1/2012	0.2500%	1	390,835	390,835	7,846	398,681	390,835	7,846	398,681
Total							1,337,727	1,337,727	7,877	1,345,604	1,337,727	7,877	1,345,604
TIF Fund													
GBTP TIF Zone #1	Money Market	114512	11/30/2012	12/1/2012	0.2500%	1	18,287	18,287	0	18,287	18,287	0	18,287
							18,287	18,287	0	18,287	18,287	0	18,287
EDC Fund													
EDC	CD		3/6/2012	3/6/2013	0.5200%	96	1,200,000	1,203,556	0	1,203,556	1,203,556	0	1,203,556
EDC	CD		3/6/2012	6/6/2013	0.5400%	186	1,000,000	1,003,077	0	1,003,077	1,003,077	0	1,003,077
EDC PMMKT	Money Market	114512	11/30/2012	12/1/2012	0.2500%	1	1,621,225	1,621,225	31,136	1,652,361	1,621,225	31,136	1,652,361
							3,821,225	3,827,858	31,136	3,858,994	3,827,858	31,136	3,858,994
Total Portfolio at 11/30/2012							24,168,051	24,179,350	(667,037)	23,512,313	24,179,350	(667,037)	23,512,313

Summary of Portfolios by Security Type
11/30/12

Security Type	Percent of Total (Book Value)	Average # of days	Average Yield	Principal Invested	Book Value Beginning of Month	Book Value Change	Book Value End of Month	Market Value Beginning of Month	Market Value Change	Market Value End of Month
Money Market Account	88.48%	1	0.2500%	20,465,788	20,465,788	337,496	20,803,284	20,465,787	337,496	20,803,283
TexPool	2.14%	1	0.1644%	502,332	502,332	64	502,396	502,333	64	502,397
CD's	9.39%	141	0.5200%	3,200,000	3,211,230	-1,004,597	2,206,633	3,211,230	-1,004,597	2,206,633
Total	100.00%			24,168,120	24,179,350	-667,037	23,512,313	24,179,350	-667,037	23,512,313

[1] Change = Investment activity including earnings,deposits and withdrawals

City of Sachse, TX
Investment Portfolios
October 31, 2012

Source	Description	Cusip/ Ref	Purchase Date	Maturity Date	Coupon (Int. Rate)	Days to Maturity	Principal Invested	Book Value Beginning of Month	Book Value Change[1]	Book Value End of Month	Market Value Beginning of Month	Market Value Change	Market Value End of Month
Debt Service													
GO Bond I&S Fund	Money Market	114512	10/31/2012	11/1/2012	0.2500%	1	637,225	637,225	60,091	697,316	637,225	60,091	697,316
Total							637,225	637,225	60,091	697,316	637,225	60,091	697,316
General Fund													
General Fund	TexPool	1111-000	10/31/2012	11/1/2012	0.1926%	1	136,616	136,616	19	136,635	136,616	19	136,635
General Fund	Money Market	114512	10/31/2012	11/1/2012	0.2500%	1	3,568,825	3,568,825	(516,826)	3,051,999	3,568,825	(516,826)	3,051,999
Total							3,705,441	3,705,441	(516,807)	3,188,634	3,705,441	(516,807)	3,188,634
Water and Sewer Fund													
W/S Impact Fee Fund	Money Market	114512	10/31/2012	11/1/2012	0.2500%	1	1,379,133	1,379,133	(2,319)	1,376,814	1,379,133	(2,319)	1,376,814
W/S Restricted Fund	Money Market	114512	10/31/2012	11/1/2012	0.2500%	1	163,617	163,617	(1,000)	162,617	163,617	(1,000)	162,617
W/S Operations	Money Market	114512	10/31/2012	11/1/2012	0.2500%	1	684,117	684,117	460,164	1,144,281	684,117	460,164	1,144,281
Total							2,226,867	2,226,867	456,845	2,683,712	2,226,867	456,845	2,683,712
Capital Project Funds													
Special Sales Tax	Money Market	114512	10/31/2012	11/1/2012	0.2500%	1	2,605,382	2,605,382	(6,040)	2,599,342	2,605,381	(6,040)	2,599,341
Capital Project Funds	Money Market	114512	10/31/2012	11/1/2012	0.2500%	1	1,372,313	1,372,313	(512)	1,371,801	1,372,312	(512)	1,371,800
Capital Project Fund-TXDOT	Money Market	114512	10/31/2012	11/1/2012	0.2500%	1	506,098	506,098	0	506,098	506,098	0	506,098
2009 GO Bonds	TexPool	1111-000	10/31/2012	11/1/2012	0.1926%	1	365,647	365,647	51	365,698	365,647	51	365,698
2009 GO Bonds	CD		11/1/2011	11/1/2012	0.5000%	31	1,000,000	1,004,597	0	1,004,597	1,004,597	0	1,004,597
2009 GO Bonds	Money Market	114512	10/31/2012	11/1/2012	0.2500%	1	7,553,501	7,553,501	(975,219)	6,578,282	7,553,501	(975,219)	6,578,282
Total							13,402,941	13,407,536	(981,720)	12,425,817	13,407,535	(981,720)	12,425,816
Special Revenue Funds													
Restricted Street Impact Fee Fund	Money Market	114512	10/31/2012	11/1/2012	0.2500%	1	937,382	937,382	7,300	944,682	937,382	7,300	944,682
Restricted Park Development Fee Fur	Money Market	114512	10/31/2012	11/1/2012	0.2500%	1	2,209	2,209	1	2,210	2,209	1	2,210
Restricted General Fund	Money Market	114512	10/31/2012	11/1/2012	0.2500%	1	385,984	385,984	4,851	390,835	385,984	4,851	390,835
Total							1,325,575	1,325,575	12,152	1,337,727	1,325,575	12,152	1,337,727
TIF Fund													
GBTP TIF Zone #1	Money Market	114512	10/31/2012	11/1/2012	0.2500%	1	18,287	18,287	0	18,287	18,287	0	18,287
							18,287	18,287	0	18,287	18,287	0	18,287
EDC Fund													
EDC	CD		3/6/2012	3/6/2013	0.5200%	126	1,200,000	1,203,556	0	1,203,556	1,203,556	0	1,203,556
EDC	CD		3/6/2012	6/6/2013	0.5400%	216	1,000,000	1,003,077	0	1,003,077	1,003,077	0	1,003,077
EDC PMMKT	Money Market	114512	10/31/2012	11/1/2012	0.2500%	1	1,631,159	1,631,159	(9,934)	1,621,225	1,631,159	(9,934)	1,621,225
							3,831,159	3,837,792	(9,934)	3,827,858	3,837,792	(9,934)	3,827,858
Total Portfolio at 10/31/2012							25,147,494	25,158,722	(979,373)	24,179,350	25,158,722	(979,373)	24,179,350

Summary of Portfolios by Security Type
10/31/12

Security Type	Percent of Total (Book Value)	Average # of days	Average Yield	Principal Invested	Book Value Beginning of Month	Book Value Change	Book Value End of Month	Market Value Beginning of Month	Market Value Change	Market Value End of Month
Money Market Account	84.64%	1	0.2500%	21,445,232	21,445,231	-979,443	20,465,788	21,445,230	-979,443	20,465,787
TexPool	2.08%	1	0.1926%	502,263	502,262	70	502,332	502,263	70	502,333
CD's	13.28%	171	0.5200%	3,200,000	3,211,230	0	3,211,230	3,211,230	0	3,211,230
Total	100.00%			25,147,495	25,158,723	-979,373	24,179,350	25,158,723	-979,373	24,179,350

[1]Change = Investment activity including earnings,deposits and withdrawals.

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

Legislation Details (With Text)

File #:	13-1375	**Version:**	1	**Name:**	Emergicon Agreement Addendum for ePCR software and hardware
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	2/12/2013			**In control:**	City Council
On agenda:	2/18/2013			**Final action:**	

Title: Consider a resolution approving the terms and conditions of Addendum "A" to the service agreement, by and between the City of Sachse, Texas and Emergicon, L.L.C. to provide ambulance billing, collection services and patient care reporting hardware and software.

Executive Summary
Electronic Patient Care Reports (ePCR) includes State required patient demographic, assessment and care information collected anytime a person presents with a medical emergency or traumatic injury with or without receiving ambulance transportation. Recently, the company providing reporting services for Sachse ceased to exist and created the need to formalize agreements related to the State required collecting and reporting of patient demographic, assessment and care information and the transmission of that information to emergency departments. This agreement accomplishes that contractual need.

Sponsors:

Indexes:

Code sections:

Attachments: 51SACHSE Resolution Approving Addendum A to Emergicon Agreement59343 (2).pdf
Emergicon Service Agreement - Add A (2).pdf
Current signed agreement with Emergicon.pdf

Date	Ver.	Action By	Action	Result

Title
Consider a resolution approving the terms and conditions of Addendum "A" to the service agreement, by and between the City of Sachse, Texas and Emergicon, L.L.C. to provide ambulance billing, collection services and patient care reporting hardware and software.

Executive Summary
Electronic Patient Care Reports (ePCR) includes State required patient demographic, assessment and care information collected anytime a person presents with a medical emergency or traumatic injury with or without receiving ambulance transportation. Recently, the company providing reporting services for Sachse ceased to exist and created the need to formalize agreements related to the State required collecting and reporting of patient demographic, assessment and care information and the transmission of that information to emergency departments. This agreement accomplishes that contractual need.

Background
In July 2011, the company contracted to provide ambulance billing, collections and the hardware and software needed to complete electronic patient care reports (ePCR) ceased to

powered by Legistar™

exist. Since that time, we have attempted to obtain an agreement with the company that took over the patient care reporting software with no success. We are now faced with the loss of our current ePCR software vendor. While searching for solutions our current billing company Emergicon, offered to accept a flat fee for the remainder of FY13 with a contract addendum for FY14 to provide both hardware and software. The agreement also replaces the hardware in 3 years.

Policy Considerations
Continuation of the State required patient care documentation and reporting for the operation of ambulance services.

Budgetary Considerations
In the FY 2013 budget, Sachse budgeted approximately $9,000 for new hardware for patient care reporting in anticipation of needing to purchase them apart from the ePCR provider. In subsequent negotiations, however, Emergicon agreed to provide turn-key services to the City at the same rate as the prior provider for future years. The agreement increases the amount paid to Emergicon from 5% to 10% on the total amount collected starting October 2013, which is the same percentage paid in prior years.

Staff Recommendations
Staff recommends approval of a resolution approving the terms and conditions of Addendum "A" to the service agreement, by and between the City of Sachse, Texas and Emergicon, L.L.C. to provide ambulance billing and collection services.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF ADDENDUM "A" TO THE SERVICE AGREEMENT, BY AND BETWEEN THE CITY OF SACHSE, TEXAS AND EMERGICON, L.L.C. TO PROVIDE AMBULANCE BILLING AND COLLECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Emergicon, L.L.C. ("Emergicon") previously entered a Service Agreement whereby Emergicon, L.L.C. would provide ambulance billing and collection services; and

WHEREAS, the City Council has been presented with a proposed Addendum A to the Service Agreement, a copy of which is attached hereto, which shall allow the purchase, use and training of software and hardware from ESO Solutions in the amount of $9,000 which is budgeted for 2013; and

WHEREAS, the City agrees to increase the compensation to Emergicon for the total amount collected on accounts from 5% to 10%; and

WHEREAS, upon full review and consideration of the Addendum A 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 Addendum A 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 Addendum A, attached hereto, to the Service Agreement previously entered into with Emergicon.

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 _____, 2013.

CITY OF SACHSE, TEXAS

_____

Mike Felix, Mayor

ATTEST:

_____

Terry Smith, City Secretary

ADDENDUM A

This document is an addendum to the Service Agreement between Emergicon, L.L.C. and the City of Sachse. It is understood that the following software is being purchased from ESO Solutions by The City of Sachse through a Service Agreement with Emergicon, L.L.C.

QUOTE LINE ITEMS

Product	Quantity	List Price	Discounts	Total Price	Line Item Description
ePCR Suite w/Quality Management 600 - 1,250 Incidents	1.00	$4,495.00	$449.50	$4,045.50	Annual Recurring Cost
ePCR Mobile	2.00	$695.00	$139.00	$1,251.00	One-Time Cost
Interface - Billing	1.00	$2,995.00	$2,995.00	$0.00	One-Time Cost
Interface - Monitor	1.00	$3,995.00	$399.50	$3,595.50	One-Time Cost
Services - Training	1.00	$995.00	$0.00	$995.00	One-Time Cost
Services - Training Travel Costs	1.00	$750.00	$0.00	$750.00	One-Time Cost

Full Price	$14,620.00
Sum of Discounts	$3,983.00
Grand Total	$10,637.00

Emergicon agrees to pay the above mentioned software fees to ESO Solutions as well as provide three (3) fully rugged mobile computers acceptable to the City of Sachse.

The contract between ESO Solutions and the City of Sachse will automatically renew annually according to the ESO Solutions Software License Agreement

Cancellation fees
Should the City of Sachse terminate Emergicon's Service Agreement or ESO's Subscription Agreement within twelve (12) months of the date of this Addendum, The City of Sachse will be responsible for full payment to Emergicon of a cancellation fee equal to the total cost ($10,637.00) plus the actual cost of hardware provided less any initial payment made by the City of Sachse. Emergicon will invoice the City of Sachse upon written notice of cancellation and payment will be due 30 days from cancellation date.

Compensation
In consideration for providing the agreed upon billing services in the Service Agreement, ESO Pro Suite detailed above and hardware, the City of Sachse will amend Section 2.02 of the Service Agreement to pay Emergicon one initial payment of $9,000, due at signing of Addendum A and not to reoccur. Additionally, as of October 2013, the City of Sachse will amend Section 2.02 of the Service Agreement to pay Emergicon ten percent (10%) of the total amount collected on the Account.

EMERGICON, L.L.C.

By:_____
Name: Christopher Turner
Title: President & CEO

Date:_____

City of Sachse

By:_____
Name: Billy George
Title: City Manager

Date:_____

Attachment 1

ADDENDUM A

This document is an addendum to the Service Agreement between Emergicon, L.L.C. and the City of Sachse. It is understood that the following software is being purchased from ESO Solutions by The City of Sachse through a Service Agreement with Emergicon, L.L.C.

QUOTE LINE ITEMS

Product	Quantity	List Price	Discounts	Total Price	Line Item Description
ePCR Suite w/Quality Management 600 - 1,250 Incidents	1.00	$4,495.00	$449.50	$4,045.50	Annual Recurring Cost
ePCR Mobile	2.00	$695.00	$139.00	$1,251.00	One-Time Cost
Interface - Billing	1.00	$2,995.00	$2,995.00	$0.00	One-Time Cost
Interface - Monitor	1.00	$3,995.00	$399.50	$3,595.50	One-Time Cost
Services - Training	1.00	$995.00	$0.00	$995.00	One-Time Cost
Services - Training Travel Costs	1.00	$750.00	$0.00	$750.00	One-Time Cost

Full Price	$14,620.00
Sum of Discounts	$3,983.00
Grand Total	$10,637.00

Emergicon agrees to pay the above mentioned software fees to ESO Solutions as well as provide three (3) fully rugged mobile computers acceptable to the City of Sachse.

The contract between ESO Solutions and the City of Sachse will automatically renew annually according to the ESO Solutions Software License Agreement

Cancellation fees

Should the City of Sachse terminate Emergicon's Service Agreement or ESO's Subscription Agreement within twelve (12) months of the date of this Addendum, The City of Sachse will be responsible for full payment to Emergicon of a cancellation fee equal to the total cost ($10,637.00) plus the actual cost of hardware provided less any initial payment made by the City of Sachse. Emergicon will invoice the City of Sachse upon written notice of cancellation and payment will be due 30 days from cancellation date.

Compensation

In consideration for providing the agreed upon billing services in the Service Agreement, ESO Pro Suite detailed above and hardware, the City of Sachse will amend Section 2.02 of the Service Agreement to pay Emergicon one initial payment of $9,000, due at signing of Addendum A and not to reoccur. Additionally, as of October 2013, the City of Sachse will amend Section 2.02 of the Service Agreement to pay Emergicon ten percent (10%) of the total amount collected on the Account.

EMERGICON, L.L.C.

By:_____
Name: Christopher Turner
Title: President & CEO

Date:_____

City of Sachse

By:_____
Name: Billy George
Title: City Manager

Date:_____

Attachment 1

STATE OF TEXAS §
§ **SERVICE AGREEMENT**
COUNTY OF DALLAS §

This Agreement ("Agreement") is made by and between the City of Sachse, Texas (the "City") and Emergicon, LLC, a Texas corporation ("Emergicon"), acting by and through their authorized representatives.

Recitals:

WHEREAS, Emergicon provides billing and collections services, and other support services (the "Services") to local government agencies, municipalities, fire departments, ambulance providers, and medical emergency services; and

WHEREAS, the City, as part or all of its overall activities, provides emergency and/or non-emergency medical and ambulance services, including emergency medical responses, and other patient encounters and/or patient ambulance transportation (the "Ambulatory Services"); and

WHEREAS, the City is desirous of obtaining the Services of Emergicon;

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

Article I
Term

1.01 Term. Unless otherwise terminated as provided for herein, and subject to the annual appropriation of funds by the City to make the City's payments hereunder, the initial term of this Agreement shall be for a period of three (3) years commencing upon the last date of execution hereof ("Initial Term"); provided, however, that the City shall have the right and option to renew this Agreement for two (2) successive additional one (1) year periods (each such one year period after the Initial Term being an "Additional Term") under the same terms and conditions as set forth herein by giving written notice to Emergicon of the City's election to so extend the term hereof, such notice to be given not more than ninety (90) nor fewer than thirty (30) days prior to the expiration of the said Initial or Additional Term, as the case may be.

1.02 Termination. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party, without cause and without liability (except for continuing obligations during such period), upon thirty (30) days advance written notice to the other party.

1.03 Obligations During Notice Period. During the 30-day notice period specified in Section 1.02, Emergicon shall be entitled to receive compensation for all Accounts (as defined in Section 2.01) billed and collected with respect to the Services and for all other activities

performed pursuant to this Agreement, and shall be entitled, after the end of the termination period to receive compensation for all amounts billed during the termination period but not collected until after the end of the termination period.

1.04 Obligations on Termination. Upon termination of this Agreement, for whatever cause, Emergicon will immediately return all original medical records to the City and shall provide to the City a digital copy of all records related to the City.

Article II
Billing and Collections

2.01 Billing. During the Term, Emergicon shall be responsible for the billing of charges and fees relating to the Services as directed by and provided by the City, including, but not limited to, private insurance, Medicare, Medicaid, and other governmental programs relating to:

(a) patient encounters that occur during the Term; and
(b) other patient encounters forwarded to Emergicon for billing.

(Note: Each set of such charges and fees for the Services related to an individual patient encounter may be referred to herein as an "Account" or, collectively, the "Accounts").

2.02 Compensation. In consideration for Emergicon providing City with the agreed upon billing services described in this Article II, the City will pay Emergicon five percent (5%) of the total amount collected on the Account. For those accounts outstanding at the time of execution of this Agreement, a fee of sixteen percent (16%) of the total amount collected will be applied to the collection for those outstanding accounts. All fees shall be payable monthly within thirty (30) days of receipt of invoice.

2.03 Copies of Records. From time to time, Emergicon may receive requests from patients or the representatives of patients for copies of treatment records. Emergicon will forward all requests for medical records to the City. The City shall be responsible for responding to all such requests.

2.04 Payment Arrangement Authority. The City hereby grants Emergicon authority to enter into a payment arrangement on its behalf with patients charged for the Ambulatory Services if (a) the payment is for the full amount of a bill and (b) the length of the payments does not exceed twelve (12) months. The City will be made aware of any payment arrangements and prior to any payment arrangement exceeding twelve (12) months. Emergicon will not waive co-payments and co-insurance payments.

2.05 Records of Patient Encounters.

(a) Emergicon shall use its reasonable best efforts to bill all Accounts within three (3) business days of such patient encounter. Such records shall be deemed to be the property of the City, but Emergicon shall have the right to duplicate and retain

paper or electronic copies of the records. If the records exist only in electronic form, each electronic copy shall be deemed to be an original for the purposes of this Agreement. The City shall have no obligation to forward original medical records during the 30-day notice period regarding termination as set forth in Paragraph 1.02.

(b) The City acknowledges that Emergicon has no responsibility for complying with all provisions of Title 42 C.F.R. Section 410.40 which states, in part, that an ambulance service bears the responsibility for obtaining Physician Certification Statements ("PCS's"). The City further understands and concurs that Emergicon is neither an ambulance service nor an ambulance provider within the definitions as set forth by the Centers for Medicare and Medicaid Services.

2.06 Requests for Copies. Requests for copies of medical records should be submitted directly to Emergicon. Either Emergicon or the City may authorize release of the records such that the release is in accordance with the standards and time requirements established by State and Federal law, including but not limited to the requirements of Section 773.091 Texas Health and Safety Code.

2.07 Activity Reports. Emergicon shall provide to the City summary and detail monthly reports of all billing activities that occurred during the preceding month as requested by the City by the fifth (5th) business day of the month. Annually, by the 5th of September, Ernergicon shall remit to the City a listing of all accounts to be recommended for write-off for the previous months ending 31st of August.

2.08 Information Received by the City. To the extent that the City receives payments or original copies of documentation directly, the City shall forward to Emergicon copies of checks, Explanations of Benefits and/or other documentation within five (5) days of the date of receipt of payment by the City.

2.09 Support Services. Emergicon will provide patients and personnel of the City with telephone support services during normal business hours (Monday - Friday from 9:00 a.m. to 5:00 p.m.) except on public holidays or other holidays as established by Emergicon.

2.10 Obligation for Payment. Payment in accordance with this Article Two shall be due and owing to Emergicon by the City for all Accounts collected during the Term and collected after the Term but billed during the Term by Emergicon regardless of whether payment was made to Emergicon or to the City. Emergicon and the City agree that the purpose of this Section 2.10 is to guarantee that Emergicon is the only provider engaging in billing services on behalf of the City.

Article III
Indemnification and Fidelity Bond

3.01 Emergicon's Indemnification.

(a) EMERGICON AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (TOGETHER, "INDEMNIFIED PERSONS") FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CLAIMS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES AND COSTS (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) EMERGICON'S PERFORMANCE OF THIS AGREEMENT; (B) THE USE OF THE FACILITIES, OR ANY OTHER PREMISES OR ACCOUNT, IN CONNECTION WITH THIS AGREEMENT BY EMERGICON OR EMERGICON'S OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, MANAGERS, CONTRACTORS, SUBCONTRACTORS, ASSOCIATES, CONCESSIONAIRES, MEMBERS, PATRONS, CUSTOMERS, INVITEES, OR ANY PERSON FOR WHOM EMERGICON IS LIABLE ("EMERGICON PARTIES"), OR ANY OF THEM; (C) THE CONDUCT OF EMERGICON'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY EMERGICON TO BE DONE IN OR ABOUT ANY PREMISES WHERE THE WORK OR ANY PORTION THEREOF IS BEING PERFORMED; (D) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF EMERGICON'S OBLIGATIONS UNDER THIS AGREEMENT; (E) ANY MISREPRESENTATION OR BREACH OF WARRANTY BY EMERGICON UNDER THIS AGREEMENT; AND (F) WITHOUT LIMITING ANY OF THE FOREGOING, ANY NEGLIGENT ACT OR OMISSION OF EMERGICON OR ANY OF EMERGICON PARTIES UNDER, RELATED TO, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING DAMAGES CAUSED BY THE NEGLIGENCE OF ANY OF THE INDEMNIFIED PERSONS.

(b) WITH RESPECT TO EMERGICON'S INDEMNITY OBLIGATION SET FORTH IN SUBSECTION (a), EMERGICON SHALL HAVE NO DUTY TO INDEMNIFY AN INDEMNIFIED PERSON FOR ANY DAMAGES CAUSED BY THE SOLE NEGLIGENCE OF THE INDEMNIFIED PERSON.

(c) IF ANY OF THE INDEMNIFIED PERSONS SUFFER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF BOTH EMERGICON AND AN INDEMNIFIED PERSON, EMERGICON'S INDEMNITY OBLIGATION SET FORTH IN

SUBSECTION (a) SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

(d) IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST THE CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, EMERGICON SHALL BE REQUIRED, ON NOTICE FROM THE CITY, TO DEFEND SUCH ACTION OR PROCEEDINGS AT EMERGICON'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

3.02 Fidelity Bond. Emergicon shall keep and maintain during the term of this Agreement a fidelity bond with a qualified insurer of no less than $120,000.00.

3.03 Insurance. Emergicon shall keep and maintain during the term of this Agreement Errors & Omissions Liability insurance with a qualified insurer of no less than $1,000,000.00.

Article IV
Confidentiality

4.01 Property of Emergicon. The City agrees that Emergicon's equipment, computer hardware and software, billing and collection processing, and other related systems and equipment are the property and trade secrets of Emergicon, and that the City will not release any information regarding such trade secrets to any third party without the prior written consent of Emergicon. Notwithstanding the above, Emergicon acknowledges that the City is subject to certain laws including the Texas Public Information Act that govern the disclosure of information maintained by the City. The City agrees to work with Emergicon in protecting trade secret information.

4.02 Fact of Contractual Relationship May Be Disclosed. Notwithstanding the foregoing, either party may, without the prior written consent of the other party, disclose the existence of a contractual relationship between the parties.

Article V
Audits

5.01 Accurate Books and Records. During the Term and for a period of three (3) years thereafter, each party agrees to maintain accurate books and records associated with the billing and collections made the subject of this Agreement.

5.02 Right to Audit. Upon reasonable written notice, either party may audit the books and records of the other party insofar and only insofar as such books and records relate or pertain directly to this Agreement. Such audit shall be conducted at the office of the party being audited, shall be during normal business hours, and shall be at the sole cost and expense of the party conducting the audit.

5.03 Penalty for Underpayment. If an audit reveals that a party has failed to pay any amount or portion of any amount due or payable under this Agreement and such amount is in excess of Twenty Thousand Dollars ($20,000.00), the party being audited shall pay to the auditing party the full cost of the audit and the full amount due or payable plus interest at the rate of ten percent (10%) per annum from the date(s) of non-payment.

Article VI
Protected Health Information

6.01 HIPAA Compliance. Emergicon shall carry out obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F - Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the services provided pursuant to this Agreement. In conformity therewith, Emergicon agrees that it shall:

(a) Not use or further disclose PHI except as permitted under this Agreement or required by law;

(b) Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;

(c) Mitigate, to the extent practicable, any harmful effect that is known to Emergicon of a use or disclosure of PHI by Emergicon in violation of this Agreement;

(d) Report to the City any use or disclosure of PHI not provided for by this Agreement of which Emergicon becomes aware;

(e) Ensure that agents or subcontractors to whom Emergicon provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to Emergicon with respect to such PHI;

(f) Make PHI available to the City and to the individual who has a right of access as required under HIPAA within ten (10) days of the request by the City on behalf of the individual;

(g) Incorporate any amendments to PHI when notified to do so by the City;

(h) Provide an accounting of all uses or disclosures of PHI made by Emergicon as required under the HIPAA privacy rule within sixty (60) days; and

(i) Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Emergicon's and the City's compliance with HIPAA.

6.02 HIPAA Disclosures. The specific uses and disclosures of PHI that may be made by Emergicon on behalf of the City include:

(a) The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by the City to its patients;

(b) Preparation of reminder notices and documents pertaining to collections of overdue Accounts;

(c) The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by the City to its patients or to appeal denials of payments for same;

(d) The preparation and release of medical records to patients or their legal representatives as permitted by HIPAA privacy rule;

(e) Uses required for the proper management of Emergicon as a business associate; and

(f) Other uses or disclosures of PHI as permitted by HIPAA privacy rule.

Article VII
Miscellaneous

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

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

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

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

7.05 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

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

7.07 Independent Contractor. It is understood and agreed by and between the Parties that Emergicon, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Emergicon pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Emergicon shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

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

If intended for City, to:
City of Sachse, Texas
Attn: City Manager
3815 Sachse Road
Sachse, Texas 75048
Facsimile: 972-530-0426

With a copy to:
Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201
Facsimile: 214-965-0010

If intended for Emergicon:
Emergicon, LLC
Attn: _____
P. O. Box 180446
Dallas, Texas 75218
Facsimile: 214-328-0749

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

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

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

7.12 Controlling Document. In the event there exists a conflict in interpretation between this Agreement and Exhibit "A", this Agreement shall be in control.

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

7.14 Compliance with Federal, State & Local Laws. Emergicon shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

7.15 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

(signature page to follow)

EXECUTED this 21st day of July, 2011.

City of Sachse, Texas

By: _____
Jeri Rainey, Interim City Manager

Approved as to form:

By: _____
Peter G. Smith, City Attorney
(PGS/JJG/07-13-11/50178)

EXECUTED this _____ day of _____, 2011.

Emergicon, LLC

By: _____
Name: CHRISTOPHER TURNER
Title: CEO

BUSINESS ASSOCIATE AGREEMENT
UNDER
HEALTH INFORMATION PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

This is an AGREEMENT between the parties shown below.

1.10. Parties.

1.11 **City of Sachse Fire Department**, (hereinafter called" Provider")

1.12. **EMERGICON,LLC** (hereinafter called "Associate")

1.20. Purpose of AGREEMENT:

To insure compliance with the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, Subtitle F-Administrative Simplification, Sections 261, *et seq*, as amended.

1.30. Declarations.

1.31. Provider has engaged Associate for the purpose of medical control, quality improvement and continuing education.

1.32. Associate has agreed to act as medical control and will process Provider's patient care reports for quality improvement and continuing education

1.33. Both Provider and Associate wish to insure that the provisions of HIPAA and other laws and regulations pertaining to privacy of a patient's protected health information, (hereinafter called "PHI") as defined by HIPAA, are fully complied with.

NOW, THEREFORE, it is hereby AGREED by and between the Parties hereto as follows:

2.10. Agreements by Associate. Associate agrees that it will:

2.10.1.1. Require that all its agents, servants, employees, and subcontractors, and their agents, servants, and employees comply fully with the provisions of HIPAA and all other applicable laws governing the use or disclosure of PHI.

2.12. Implement and maintain appropriate and adequate administrative, physical, and electronic, safeguards to insure that all uses or disclosures of PHI will be in compliance with HIPAA or other applicable laws.

2.13. Use and disclose PHI only as permitted by HIPAA and by this agreement, but no provision of this agreement shall operate to authorize any use or disclosure of PHI which would violate the provisions of HIPAA or any other applicable federal or state rule or regulation. Permitted uses shall include preparation of billing and payment requests together with supporting documents either in written or electronic data format, collection activities for overdue accounts, and submission of such requests and documents to the Centers for Medicare and Medicaid Services or other organizations and entities for payment of Provider's accounts receivable.

2.14. Grant access to any and all PHI in its possession or under its control to Provider on request.

2.15. Grant access to the individual, whose PHI is in its possession or under its control to the individual according to the provisions of HIPAA.

2.16. Abide by restrictions on use of PHI, which are agreed to by Provider at the request of the individual, and notify its employees, servants, agents, and subcontractors of such restrictions in timely fashion.

2.17. Amend an individual's PHI when advised by Provider to do so pursuant to a request by the individual, or in the event that Provider sees fit to amend such information.

2.18. Immediately advise Provider of any instances of use or disclosure of PHI which are not in compliance with HIPAA, with other state or federal laws or regulations as soon as it becomes aware of such instances, and take immediate steps to mitigate any damages arising from such instances of non-compliance.

2.19. Maintain records of all uses and disclosures made of PHI other than for billing and reimbursements and render an accounting of such uses and disclosures upon request of either Provider or the individual as provided by HIPAA.

2.20. At the termination of this agreement, return to Provider or destroy all PHI in its possession or under its control which it has received from Provider, together with any amendments, copies, or variations of it, whether written or preserved in another form.

2.21. Provide to the Secretary of the Department of Health and Human Services of the United States of America all documents and records relating to the use and disclosure of PHI if requested by the said Secretary.

2.22. Require that all members of its workforce and its subcontractors who deal with PHI furnished to Associate by Provider execute confidentiality agreements guaranteeing compliance with HIPAA and other applicable laws.

2.23. Provide for sanctions against members of its workforce for violation of HIPAA regulations, enforce such sanctions, and furnish Provider with evidence of the application of such sanctions, except that such evidence shall not identify any employee so sanctioned. Associate shall also, in its agreements with subcontractors, provide for the same sanctions that are required by this subparagraph.

3.10. Agreements by Provider. Provider agrees as follows:

3.11. To provide Associate with notice of restrictions, amendments, requests for confidential communications, and requests for access or copying relating to an individual's PHI.

4.10. General Provisions.

4.11. Captions. Captions to sections or paragraphs to this Agreement are for convenience only and shall not change the meaning of any part hereof.

4.12. Severability. If any part of this Agreement shall be determined to be invalid, unenforceable, or illegal, all other parts of the Agreement shall remain in full force and effect.

4.13.Complete Agreement. This Agreement forms the sole and complete Agreement and understanding between AERF and Host and cannot be amended except in writing duly signed and executed by both parties.

4.14.Authority of Parties. The person or persons executing this Agreement hereby represent and guarantee that they are authorized to do so on behalf of themselves and the entities that they represent, that all necessary internal procedures, due diligence, and process required to legally bind and enter into such an Agreement have been satisfied, and that the Agreement will be executed according to all its provisions.

4.15.State of Jurisdiction. This Agreement and all matters relating to it, including any matter or dispute arising from the Agreement, shall be governed, interpreted,

and enforced in accordance with the laws of the State of Texas, United States of America; and the parties to this Agreement do hereby agree that for the resolution of such disputes, jurisdiction and venue shall lie exclusively in any appropriate court within the State of Texas, United States of America.

4.16. Default. If either of the parties to this Agreement shall be in default or breach of this Agreement, such defaulting or breaching one of the parties shall be liable to pay all reasonable attorney's fees, court costs, and other related collection costs and expenses incurred by the non-defaulting or non-breaching one of the parties in prosecuting its rights under this Agreement.

4.17.Termination. Provider has the absolute right to terminate this Agreement if, after reasonable notice to Associate to stop or correct any violation of HIPAA regulations regarding PHI, Associate fails or refuses to do so in a timely fashion. Such termination may be immediate if Provider determines, in its sole discretion, that violations of HIPAA regulations or other privacy regulations pose a substantial and immediate threat to the confidentiality of PHI or would subject Provider to sanctions or penalties under HIPAA or other privacy laws.

4.17.Proper Notice. Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid or deposited with an express delivery service:

To Provider: To Associate:

THIS AGREEMENT IS SIGNED AND AGREED TO BY THE PARTIES ON THE DATES SET FORTH BELOW, AND IT SHALL TAKE EFFECT ON THE LATEST OF SUCH DATES.

Provider:

By: _____
Title: Fire Chief Acting
Date: 7/28/11

Associate:

By: _____
Title: CEO
Date: 7/28/11

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

Legislation Details (With Text)

File #:	13-1364	**Version:**	1	**Name:**	CD - WB COMMONS PH1 LT 2R1 BLK 1 PP
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	2/7/2013			**In control:**	City Council
On agenda:	2/18/2013			**Final action:**	

Title: Consider the application of Steve Pirkey for approval of a Preliminary Plat for replat of Lots 2R and 3, Block 1, Woodbridge Commons Phase 1, on approximately 2.083 acres, on the north side of Ranch Road, at the intersection with State Highway 78.

Executive Summary
The applicant is requesting to replat the two existing lots and the recently abandoned portion of the Cody Lane right-of-way on approximately 2.083 acres.

Sponsors:

Indexes:

Code sections:

Attachments: CD - WB COMMONS PH1 LT 2R1 BLK 1 PP - ATTACHMENT 1.pdf
CD - WB COMMONS PH1 LT 2R1 BLK 1 PP - EXHIBIT A.pdf

Date	Ver.	Action By	Action	Result

Title
Consider the application of Steve Pirkey for approval of a Preliminary Plat for replat of Lots 2R and 3, Block 1, Woodbridge Commons Phase 1, on approximately 2.083 acres, on the north side of Ranch Road, at the intersection with State Highway 78.

Executive Summary
The applicant is requesting to replat the two existing lots and the recently abandoned portion of the Cody Lane right-of-way on approximately 2.083 acres.

Background
The 2.083-acre (approximately 90,748 square feet) subject property is located on the north side of Ranch Road, at the intersection with State Highway 78 (SH78) (Attachment 1 - Aerial Location Map). The applicant is proposing to replat two existing lots, Lots 2R and 3, Block 1, as Lots 2R-1 and 3, Block 1, respectively. The proposed Preliminary Plat is included as Exhibit A.

These two lots are part of a Conveyance Plat that was administratively approved by City staff on December 13, 2012 and recorded at Collin County on December 13, 2012. The proposed Lot 2R-1, is the same land area that was originally platted as part of this subdivision on September 20, 2011. The proposed Lot 3 was not part of the original plat for this subdivision, and was created in part by the abandonment of a portion of the original alignment of Cody Lane coupled with contiguous land area under ownership by the same land owner. The abandonment of right-of-way was approved by the City Council on November 19, 2012 via

powered by Legistar™

Ordinance 3435.

The right-of-way for Cody Lane was originally dedicated with the anticipated relocation of major communication infrastructure associated with the adjacent radar tower. Relocation would have required costly and lengthy approvals, some of which would need federal government approval due to the nature of the communication infrastructure. The costs and approvals associated with relocating the communication infrastructure became cost prohibitive; therefore, an alternative option was sought. The new alignment of Cody Lane is located farther to the northwest. Cody Lane is currently approaching completion of construction

Planning and Zoning Commission approved the Preliminary Plat on January 28, 2013.

Policy Considerations
The proposed Preliminary Plat meets the standards of the City of Sachse Code of Ordinances and of Ordinance No. 1916, a Planned Development (PD-19) and is designed in accordance with the zoning of the property.

The Preliminary Plat has been reviewed by the City Engineer and has been found to be in compliance with the City of Sachse Code of Ordinances.

Budgetary Considerations
None.

Staff Recommendations
Staff recommends approval of a Preliminary Plat for replat of Lots 2R and 3, Block 1, Woodbridge Commons Phase 1, on approximately 2.083 acres, on the north side of Ranch Road, at the intersection with State Highway 78, as a Consent Agenda item.

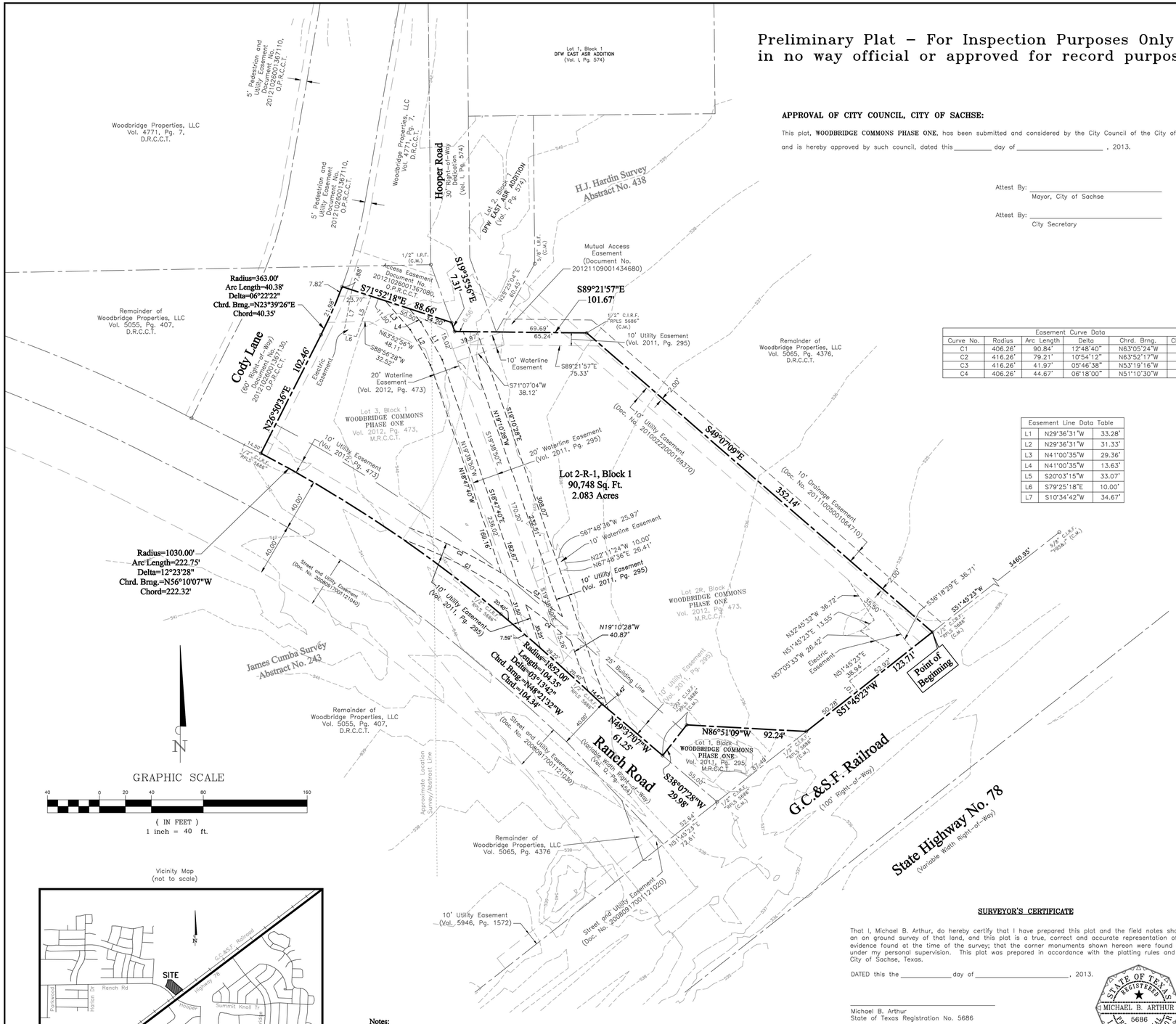
N

0 150 300 600 Feet

AERIAL LOCATION MAP

Woodbridge Commons Phase One
Preliminary Plat (P13-02)
February 7, 2013

Preliminary Plat – For Inspection Purposes Only and in no way official or approved for record purposes.



APPROVAL OF CITY COUNCIL, CITY OF SACHSE:

This plat, **WOODBRIDGE COMMONS PHASE ONE**, has been submitted and considered by the City Council of the City of Sachse, Texas, and is hereby approved by such council, dated this_____ day of _____ , 2013.

Attest By: _____
Mayor, City of Sachse

Attest By: _____
City Secretary

Easement Curve Data					
Curve No.	Radius	Arc Length	Delta	Chrd. Brng.	Chrd. Dist.
C1	406.26'	90.84'	12°48'40"	N63°05'24"W	90.65'
C2	416.26'	79.21'	10°54'12"	N63°52'17"W	79.09'
C3	416.26'	41.97'	05°46'38"	N53°19'16"W	41.95'
C4	406.26'	44.67'	06°18'00"	N51°10'30"W	44.65'

Easement Line Data Table		
L1	N29°36'31"W	33.28'
L2	N29°36'31"W	31.33'
L3	N41°00'35"W	29.36'
L4	N41°00'35"W	13.63'
L5	S20°03'15"W	33.07'
L6	S79°25'18"E	10.00'
L7	S10°34'42"W	34.67'

OWNER'S CERTIFICATE

STATE OF TEXAS)(
COUNTY OF COLLIN)(

WHEREAS, Steve Pirkey is the owner of a tract of land situated in the H.J. Hardin Survey, Abstract No. 438 and the James Cumba Survey, Abstract No. 243, in the City of Sachse, Collin County, Texas, and being all Lot 2R and Lot 3, Block 1, of **WOODBRIDGE COMMONS PHASE ONE**, an addition to the City of Sachse, Collin County, Texas, as recorded in Volume 2012, Page 473, of the Map Records of Collin County, Texas (M.R.C.C.T.), said tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" found (hereinafter referred to as a capped iron rod found) at the most easterly corner of said Lot 2R, same being in the northwesterly right-of-way line of the G.C. & S.F. Railroad;

THENCE South 51°45'23" West, along the southeasterly line of said Lot 2R, same being the northwesterly line of said G.C & S.F. Railroad, a distance of 123.71' to a capped iron rod found at the most easterly south corner of said Lot 2R, same being the most easterly corner of Lot 1, Block 1 of **WOODBRIDGE COMMONS PHASE ONE**, an addition to the City of Sachse, as recorded in Volume 2011, Page 295, M.R.C.C.T.;

THENCE along the common line between said Lot 1 and Lot 2R, Block 1, the following courses and distances:

North 86°51'09" West, a distance of 92.24' to a capped iron rod found for corner;

South 38°07'28" West, a distance of 29.98' to a capped iron rod found at the most westerly corner of said Lot 1, same being the most westerly south corner of said Lot 2R, said corner also being in the northeasterly monumented line of Ranch Road (variable width right-of-way), as recorded in Volume Q, Page 454, M.R.C.C.T.;

THENCE North 49°37'07" West, along said northeasterly monumented line of Ranch Road, a distance of 61.25' to a capped iron rod found for corner at the beginning of a curve to the left, having a radius of 1852.00', a central angle of 03°13'42" and a chord which bears, North 48°21'32" West, a chord distance of 104.34';

Thence along said curve to the left, in a northwesterly direction, an arc length of 104.35' to a capped iron rod found at the beginning of a compound curve to the left, having a radius of 1030.00', a central angle of 12°23'28" and a chord which bears, North 56°10'07" West, a chord distance of 222.32';

Thence along said curve to the left, in a northwesterly direction, an arc length of 222.75' to a 1/2" iron rod set for the most westerly corner of the herein described property, same being in the southeasterly corner of Cody Lane, as described by deed recorded under Document No. 20121026001367130, O.P.R.C.C.T.;

THENCE along said southeasterly monumented line of Cody Lane, same being the northwesterly line of said Lot 3, the following courses and distances:

North 26°50'36" East, a distance of 102.46' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set (herein after referred to as a capped iron rod set) at the beginning of a curve to the left, having a radius of 363.00', a central angle of 06°22'22", and a chord which bears, North 23°39'26" East, with a chord distance of 40.35';

Thence along said curve to the left, in a northwesterly direction, an arc length of 40.38' to a capped iron rod set for corner, said corner being the most northerly corner of said Lot 3;

South 71°52'18" East, along the most westerly north line of said Lot 3, a distance of 88.66' to a capped iron rod set in the southwesterly right-of-way line of Hooper Road, as shown on the plat of **DFW EAST ASR ADDITION**, an addition to the City of Sachse, Collin County, Texas, as recorded in Volume I, Page 574, M.R.C.C.T.;

THENCE South 19°35'56" East, along said southwesterly right-of-way line of Hooper Road, a distance of 7.31' to a capped iron rod found for corner;

THENCE South 89°21'57" East, partly along the easterly north line of said Lot 3 and also along the northerly line of said Lot 2R, a distance of 101.67' to a 1/2" iron rod set for corner;

THENCE South 49°07'09" East, along the northeasterly line of said Lot 2R, a distance of 352.14' to the **POINT OF BEGINNING** and containing 2.083 acres of land, more or less.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, Steve Pirkey, does hereby adopt this plat designating the hereon described property as the **PRELIMINARY PLAT WOODBRIDGE COMMONS PHASE ONE LOT 2-R-1, BLOCK 1**, an addition to the City of Sachse, Collin County, Texas, and does hereby dedicate to the public use forever, the streets and alleys shown thereon and does hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or parts of any building, fences, shrubs, trees, or other improvements or growths, which in any way, endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easement strips and any public utility shall at all times, have the full right of ingress and egress to or from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time, of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Sachse, Texas.

WITNESS MY HAND in COLLIN COUNTY, TEXAS, this the_____day of _____ , 2013.

_____
Steve Pirkey

STATE OF TEXAS)(
COUNTY OF COLLIN)(

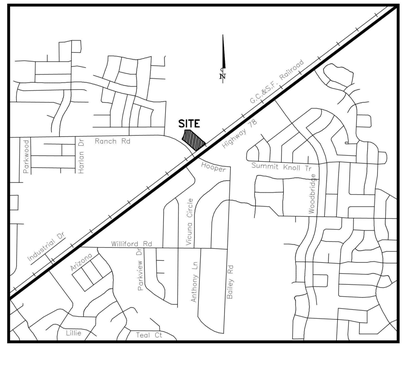
BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Steve Pirkey, known to me to be the persons whose names is subscribed to the foregoing instrument and acknowledged to me that they executed the same in the capacity therein stated and for the purposes and considerations therein expressed.

WITNESS MY HAND AND SEAL OF OFFICE, this the _____day of_____ , 2013.

_____
Notary Public, State of Texas

(C.M.) = Controlling Monument
I.R.F. = Iron Rod Found
C.I.R.F. = Capped Iron Rod Found
I.R.S. = 1/2" iron rod with yellow plastic cap stamped "RPLS 5686" set
D.R.C.C.T. = Deed Records, Collin County, Texas
M.R.C.C.T. = Map Records, Collin County, Texas
O.P.R.C.C.T. = Official Public Records, Collin County, Texas

Vicinity Map
(not to scale)



Notes:

1. Selling a portion of this addition by metes and bounds is a violation of city subdivision ordinance and state platting statutes and is subject to fines and withholding of utilities and building certificates.

2. Bearings and Contours are based on the City of Sachse GPS Monument System using Monument No(s). 100, 101, and 103.

3. According to the Flood Insurance Rate Map of Collin County, Texas, Map No. 48085C0570J, Map Revised June 02, 2009, the herein described property is located in Zone "X", described by said map to be, "areas determined to be outside the 0.2% annual chance floodplain".

4. All property corners marked with a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" set, unless otherwise noted on the drawing.

5. The purpose of this plat is to combine Lots 2R and 3, Block 1, into one lot.

SURVEYOR'S CERTIFICATE

That I, Michael B. Arthur, do hereby certify that I have prepared this plat and the field notes shown hereon from an on ground survey of that land, and this plat is a true, correct and accurate representation of the physical evidence found at the time of the survey; that the corner monuments shown hereon were found and/or placed under my personal supervision. This plat was prepared in accordance with the platting rules and regulations of the City of Sachse, Texas.

DATED this the _____ day of _____, 2013.

_____
Michael B. Arthur
State of Texas Registration No. 5686

STATE OF TEXAS REGISTERED MICHAEL B. ARTHUR 5686 PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS)(
COUNTY OF COLLIN)(

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Michael B. Arthur, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the capacity therein stated and for the purposes and considerations therein expressed.

WITNESS MY HAND in COLLIN COUNTY, TEXAS, this the _____ day of _____ , 2013.

_____
Notary Public, State of Texas

OWNER:
Steve Pirkey
3030 Troy Road
Wylie, Texas 75098
Ph.: (214) 232-7346

ENGINEER:
Helmberger Associates, Inc.
1525 Bozman Road
Wylie, Tx. 75098
Ph. (972) 442-7459
Fax: (972) 442-1426
Contact: Joe Helmberger

SURVEYOR:
North Texas Surveying, L.L.C.
Registered Professional Land Surveyors
1515 South McDonald St. Suite 110
McKinney, Tx. 75069
Ph. (469) 424-2074 Fax: (469) 424-1997
www.northtexassurveying.com
Contact: Chad Holcomb

PRELIMINARY PLAT

WOODBRIDGE COMMONS PHASE ONE
LOT 2-R-1, BLOCK 1

Being a Replat of
Lots 2R and 3, Block 1
WOODBRIDGE COMMONS PHASE ONE
(Vol. 2012, Pg. 473)
90,748 Sq. Ft. ~ 2.083 Acres
in the
H.J. Hardin Survey ~ Abstract No. 438
and the
James Cumba Survey ~ Abstract No. 243
City of Sachse, Collin County, Texas

Dated: 12/17/2012 Scale: 1" = 40'

Job No. 2011-0058 – Pirkey Final Plat

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

Legislation Details (With Text)

File #:	13-1373	**Version:**	1	**Name:**	Presentation of Life Saving Awards by Mayor Felix
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	2/11/2013			**In control:**	City Council
On agenda:	2/18/2013			**Final action:**	
Title:	Presentation of Life Saving Awards by Mayor Felix. Executive Summary Mayor will present Life Saving Awards to Public Safety Employees.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

Title
Presentation of Life Saving Awards by Mayor Felix.

Executive Summary
Mayor will present Life Saving Awards to Public Safety Employees.

Background
On 1-1-13 Sachse Communications Officer Massie received a call of a medical emergency with the patient not breathing. Ms. Massie dispatched police and fire personnel to the location and led the caller through Emergency Medical Procedures and CPR. Officer Glover arrived and began CPR and continued until being relieved by the Fire Department personnel. Fire personnel stabilized the patient and delivered them to the hospital with a pulse and breathing.

Policy Considerations
None

Budgetary Considerations
None

Staff Recommendations
Mayor present Life Saving Awards to: Communications Officer Massie; Officer Glover; Fire Rescue Specialist Paramedic Taylor Cross; Fire Rescue Specialist Paramedic John Morris; Lt. Chris Hall; Fire Rescue Specialist Paramedic Brian Crutcher; Fire Rescue Specialist Paramedic Daniel Malone.

powered by Legistar™

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

Legislation Details (With Text)

File #:	13-1370	**Version:**	1	**Name:**	Proclamation declaring February 21-24, 2013 as Delta Sigma Theta Sorority Days
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	2/8/2013			**In control:**	City Council
On agenda:	2/18/2013			**Final action:**	
Title:	Proclamation declaring February 21-24, 2013 as Delta Sigma Theta Sorority Days. Executive Summary This proclamation recognizes 100 years of service by this sorority.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Proc. Delta Sigma Theta.pdf Request for Proclamation..pdf				

Date	Ver.	Action By	Action	Result

Title
Proclamation declaring February 21-24, 2013 as Delta Sigma Theta Sorority Days.

Executive Summary
This proclamation recognizes 100 years of service by this sorority.

Background
Ms.Jeannie Brew has requested this proclamation on behalf of Delta Sigma Sorority. It recognizes 100 years of service by the sorority. Ms. Brew will be here to accept the proclamation.

Policy Considerations
None

Budgetary Considerations
None

Staff Recommendations
Mayor Felix present the Proclamation declaring February 21-24, 2013 as Delta Sigma Theta Sorority Days.

powered by Legistar™

PROCLAMATION

WHEREAS, the international public service organization, Delta Sigma Theta Sorority, Inc. was founded on January 13, 1913, at Howard University by 22 college-educated African American women including Dallas native Frederica Chase Dodd; and

WHEREAS, the North Texas Chapters of Delta Sigma Theta Sorority, Inc., which includes Collin County Alumnae located in Collin County, actively support volunteerism, charitable and activities mandated by a five point program that promotes Economic and Educational Development; International Awareness and Involvement; Physical and Mental Health and Political Awareness and Involvement ; and

WHEREAS, the local chapters of Delta Sigma Theta Sorority, Inc. have given back to the Collin County community, focusing on empowering and guiding African American at-risk adolescent girls ages 11-14; participating on a national, state and local level in the political process (getting out the vote) by hosting forums to hear candidates for various political offices and increase members' involvement in each level of government relating to the public policy-making process; and

WHEREAS, Dallas, Texas has been selected as one of the 22 cities that will host the passing of the National Torch to commemorate 100 years of service and outstanding leadership of its members; who serve as role models for others in our various communities; and

WHEREAS, this year, one member of the Collin County Chapter will celebrate 50 years of service, and 23 members, will celebrate 25 years of service.

NOW, THEREFORE, by the powers vested in me as Mayor of the great City of Sachse, Texas, I do hereby proclaim February 21-24, 2013, as

DELTA SIGMA THETA SORORITY, INC. DAYS

in recognition of this accomplishment.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 18th day of February, 2013.

Mike J. Felix
Mayor

Litho. in U.S.A.
© GOES 340
All Rights Reserved

From: Jeannine Brew [mailto:jmbrew@gmail.com]
Sent: Monday, February 04, 2013 2:32 PM
To: Terry Smith
Subject: Request for City Proclamation 2/16/13

HI Terry,

It was a pleasure speaking to you today!

This email serves as a formal request for proclamation in honor of the 100th year celebration of Delta Sigma Theta Sorority, Inc., http://www.deltasigmatheta.org/index2.htm. This public service sorority is mandated by a five-point program that promotes:

- Economic Development
- Educational Development
- International Awareness and Involvement
- Physical and Mental Health
- Political Awareness and Involvement

Through a spirit of sisterhood, we partner with community leaders, businesses as well as faith-based organizations to bring positive influences to the communities we serve of which your city is one. Sixteen North Texas alumnae and collegiate chapters we celebrate this historic event January 13, 2013 thru February 24, 2013. A list of our local events is found on the attached document. **I've also attached a sample proclamation for your use.**

Your consideration and participation is appreciated no later than Feb 8, 2013.

I welcome the opportunity to address your questions and may be reached at, jmbrew@gmail.com, or 504-214-5558. Please return your proclamation to my attention via mail:
Collin County Alumnae Chapter of Delta Sigma Theta Sorority, Inc.
P.O. Box 10
Allen, TX 75013.

Thank you!

Jeannine Brew
Public Relations, Collin County Alumnae Chapter
Delta Sigma Theta Sorority, Inc.
jmbrew@gmail.com
504-214-5558

Sachse, Texas

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

Legislation Details (With Text)

File #:	13-1371	**Version:**	1	**Name:**	Consider an ordinance calling for the charter amendment election on May 11, 2013.
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	2/8/2013			**In control:**	City Council
On agenda:	2/18/2013			**Final action:**	

Title: Consider an ordinance ordering an election on proposed amendments to the Home Rule Charter of the City of Sachse to be held on May 11, 2013, in conjunction with the election for City Officers; Proposing amendments to the Home Rule City Charter; Authorizing the City Manager to execute an election services contract with the Dallas County Elections Department; and naming an effective date.

Executive Summary
The Charter Review Commission completed their work on and their recommendation was presented to the City Council for review at the February 4th Council meeting. This ordinance calls the election for the voters to decide the Home Rule Charter propositions.

Sponsors:

Indexes:

Code sections:

Attachments: Ordinance- Charter Amendments Version1.pdf
Ordinance-Charter Amendments Version 2.pdf
Charter Review Comm. recommendation.pdf

Date	Ver.	Action By	Action	Result

Title
Consider an ordinance ordering an election on proposed amendments to the Home Rule Charter of the City of Sachse to be held on May 11, 2013, in conjunction with the election for City Officers; Proposing amendments to the Home Rule City Charter; Authorizing the City Manager to execute an election services contract with the Dallas County Elections Department; and naming an effective date.

Executive Summary
The Charter Review Commission completed their work on and their recommendation was presented to the City Council for review at the February 4th Council meeting. This ordinance calls the election for the voters to decide the Home Rule Charter propositions.

Background
The Charter Review Commission made up of 14 Council appointed citizens, completed their work on January 17, 2013 and their recommendations were presented to the Council on February 4th. City Attorney Pete Smith reviewed the recommendations with the Council and will return for this meeting.

Please see attached documents.

powered by Legistar™

The last Charter election was held in 2006.

Policy Considerations
There are policy considerations for each proposed change to the Home Rule Charter and City Attorney Pete Smith reviewed most at the last meeting. He will be present for any further questions.

Budgetary Considerations
None.

Staff Recommendations
Approval of an ordinance ordering an election on proposed amendments to the Home Rule Charter of the City of Sachse to be held on May 11, 2013, in conjunction with the election for City Officers; Proposing amendments to the Home Rule City Charter; Authorizing the City Manager to execute an election services contract with the Dallas County Elections Department; and naming an effective date.

powered by Legistar™

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, ORDERING AN ELECTION ON PROPOSED AMENDMENTS TO THE HOME RULE CITY CHARTER OF THE CITY OF SACHSE TO BE HELD ON MAY 11, 2013, IN CONJUNCTION WITH THE ELECTION FOR CITY OFFICERS; PROVIDING FOR THE PUBLICATION AND POSTING OF NOTICE; PROPOSING AMENDMENTS TO THE HOME RULE CITY CHARTER OF THE CITY OF SACHSE; AUTHORIZING THE CITY MANAGER TO EXECUTE AN ELECTION SERVICES CONTRACT WITH DALLAS COUNTY ELECTIONS DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has received a report from the 2013 City of Sachse Charter Review Commission recommending to the City Council proposed amendments to the Home Rule Charter for the City of Sachse; and

WHEREAS, the City Council has reviewed the report from the 2013 City of Sachse Charter Review Commission and the Home Rule Charter of the City of Sachse and has determined that certain amendments are in the best interest of the citizens and to comply with state law; and

WHEREAS, the City Council, after due consideration, desires to conduct a special election on proposed amendments to the Home Rule Charter on the uniform election date of May 11, 2013;

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

SECTION 1. That a special election is hereby ordered to be held on May 11, 2013, for the purpose of submitting to the qualified voters of the City for their approval or disapproval the proposed amendments to the Home Rule Charter of the City of Sachse, Texas, contained in Exhibit "A" attached hereto and made a part of this Ordinance for all purposes.

SECTION 2. That notice of the election shall be posted on the bulletin board used to post notice of the City Council meetings, be published in a newspaper of general circulation in the City, and include a substantial copy of the proposed amendments. That said notice must be published on the same day in each of two successive weeks, with the first publication occurring no earlier than the thirtieth day and no later than the fourteenth day before the date of the election. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and such person posting the notice shall make a record of the time of posting, starting date and the place of posting.

SECTION 3. That the election on the proposed Charter amendments shall be conducted in accordance with an Election Services Contract between the City of Sachse and the Dallas County Elections Department for the election on May 11, 2013. The City Manager and/or the

City Secretary are hereby authorized to execute an Election Services Contract with the Dallas County Elections Department for the election on May 11, 2013, and any amendments thereto.

SECTION 4. That the City Secretary shall present the election returns to the City of Sachse City Council at a City Council meeting for the canvassing of said election in accordance with the Texas Election Code.

SECTION 5. That each amendment submitted must contain only one subject, and the ballot shall be prepared in a manner that the voters may vote "for" or "against" any amendment or amendments without voting "for" or "against" all of said amendments. Each such proposed amendment, if approved by the majority of the qualified voters voting at said election, shall become a part of the Charter of the City of Sachse, Texas.

SECTION 6. That the ballot propositions for the proposed amendments to the Charter are as follows:

Proposition 1

Shall Article III, Section 3.01 and Section 3.06 (4) of the Home Rule Charter be amended to conform to State law regarding the number of candidates qualifying for a city council runoff election?

Proposition 2

Shall Article III, Section 3.04 of the Home Rule Charter be amended regarding procedures for reimbursement of expenses for city council members?

Proposition 3

Shall Article III, Section 3.05 (1) of the Home Rule Charter be amended to authorize the city manager or other official to sign official city documents when authorized by the city council?

Proposition 4

Shall Article III, Section 3.13 of the Home Rule Charter be amended to correct a grammatical error?

Proposition 5

Shall Article III, Section 3.14 (1) of the Home Rule Charter be amended regarding the procedures for providing a copy of a proposed ordinance to the city council and the public prior to the council meeting at which such ordinance is to be considered?

Proposition 6

Shall Article III, Section 3.14 (2) of the Home Rule Charter be amended regarding the procedure for the adoption of an ordinance containing amendments made to the ordinance after the ordinance has been placed on the meeting agenda to require the mayor to announce at the meeting the amendments made to the ordinance?

Proposition 7

Shall Article III, Section 3.14 (3) of the Home Rule Charter be amended to conform to State law regarding the publication of the caption of an ordinance?

Proposition 8

Shall Article V, Section 5.05 (1) of the Home Rule Charter be amended regarding the order of business for the meeting at which the induction into office of newly elected members of the city council occurs?

Proposition 9

Shall Article VI, Section 6.04 (1) of the Home Rule Charter be amended to conform to State law regarding signers of a petition for calling an initiative, referendum or recall election?

Proposition 10

Shall Article VI, Section 6.09 of the Home Rule Charter be amended to conform to State law regarding the time period for calling an election for the recall of a member of the city council?

Proposition 11

Shall Article VI, Section 6.12 (1) of the Home Rule Charter be amended to correct a grammatical error?

Proposition 12

Shall Article VII, Section 7.02 of the Home Rule Charter be amended regarding the date by which the city manager must submit the proposed budget to the city council?

Proposition 13

Shall Article VII, Section 7.05 of the Home Rule Charter be amended to provide that the procedures for adoption of the City's official annual budget be consistent with State law?

Proposition 14

Shall the first sentence of Article VII, Section 7.10 of the Home Rule Charter be amended regarding the locations for filing the annual budget when adopted?

Proposition 15

Shall the second sentence of Article VII, Section 7.10 of the Home Rule Charter be amended to delete specific methods for printing the city budget following adoption?

Proposition 16

Shall Article VII, Section 7.15(1) of the Home Rule Charter be amended to conform to State law regarding procedures for awarding city contracts and purchases?

Proposition 17

Shall Article VII, Section 7.18 of the Home Rule Charter be amended to authorize for an additional year, the use of the same audit firm which performed the city's independent audit for the five previous years when no other audit firm has offered to provide such services?

Proposition 18

Shall Article VIII, Section 8.01 (3) of the Home Rule Charter be amended regarding the submission of minutes of the meetings of boards, commissions and committees to the city council in lieu of written reports?

Proposition 19

Shall Article VIII, Section 8.01 (4) of the Home Rule Charter be amended to be consistent with State law regarding persons eligible to be appointed to city boards, commissions and committees while holding city office or a compensated appointive position?

Proposition 20

Shall Article VIII, Section 8.01 (5) of the Home Rule Charter be amended regarding the procedure for removal and appointment of members of city boards,

commissions and committees following absences from three consecutive regular meetings?

Proposition 21

Shall Section 9.05 of Article IX of the Home Rule Charter be repealed and Article VIII, Section 8.02 (2) amended to add the provisions regarding the establishment, membership and procedures for the board of adjustment formerly in Section 9.05 with amendments to conform to State law?

Proposition 22

Shall Article VIII, Section 8.03 of the Home Rule Charter be amended to be consistent with State law regarding appeals to the city council from decisions of city boards, commissions and committees?

Proposition 23

Shall Article IX, Section 9.01 (1) of the Home Rule Charter be amended to authorize the city council to provide for the appointment of alternate members to the planning and zoning commission to serve in the absence of regular members?

Proposition 24

Shall Article IX, Section 9.01 (1) of the Home Rule Charter be amended regarding the deadline for filling a vacancy on the planning and zoning commission?

Proposition 25

Shall Article IX, Section 9.04 (1), (2) and (3) of the Home Rule Charter be amended to be consistent with State law by changing the phrase "Master Plan" to read "Comprehensive Plan"?

Proposition 26

Shall Article IX, Section 9.04 (3) of the Home Rule Charter be amended regarding approval of changes to the Comprehensive Plan?

Proposition 27

Shall Article X, Section 10.02 (1) of the Home Rule Charter be amended regarding the procedure for the passage of an ordinance granting a franchise?

SECTION 7. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be void or unconstitutional, the same shall not

affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

SECTION 8. That this Ordinance shall become effective from and after its date of passage in accordance with law.

DULY APPROVED AND PASSED by the City Council of the City of Sachse, Texas on the 18th day of February, 2013.

APPROVED:

_____

Mike Felix
Mayor

DULY ENROLLED:

_____

Terry Smith
City Secretary

APPROVED AS TO FORM:

_____

Peter G. Smith, City Attorney
(PGS:2-13-13 :TM 59296)

Exhibit "A"

Sec. 3.01 – COMPOSITION

The council shall be composed of a mayor and six (6) council-members. Each council position shall be designated as a Place, to be determined as set forth in Sec. 3.02 of this Article. The mayor and council members shall be elected at large, and shall serve for a term of three (3) years as prescribed by the Texas Election Code and until his or her successor has been elected and duly qualified. Elections for two places shall be held each year, and the election for mayor shall be held every three years. If the candidate with the highest number of votes in an election receives less than a majority vote, then a runoff election shall be held between the two candidates receiving the highest number of votes. Such runoff election shall be held pursuant to the provisions of the Texas Election Code and applicable ordinances.

Proposition 1

Sec. 3.04 – COMPENSATION

Compensation of the members of the city council shall be determined by the city council by ordinance, but no increase in such compensation shall take effect commencement of the terms of mayor and/or council members elected at the next regular election. Members of the city council shall be entitled to reimbursement for actual expenses incurred in the performance of official duties ~~with the approval of city council at a public meeting~~.

Proposition 2

Sec. 3.05 - MAYOR AND MAYOR PRO TEM

(1) The mayor shall be the official head of the city government. He shall be the chairman and shall preside at all meetings of the city council. The mayor shall have the same voting rights and responsibilities as the other members of the city council, but shall have no power to veto. He shall, when authorized by the city council, sign all official documents, such as ordinances, resolutions, conveyances, grant agreements ~~official plats~~, contracts and bonds, unless authorization has been delegated by the city council to the city manager or other official. The mayor ~~He~~ shall perform such other duties consistent with this Charter as may be imposed upon the mayor ~~him~~ by the city council.

Proposition 3

(2) The mayor pro tem shall be a city council member elected by the city council at the first regular meeting after each regular election of the city council members and/or mayor. The mayor pro tem shall temporarily act as mayor during the disability or absence of the mayor, and in this capacity shall have the rights conferred upon the mayor.

Exhibit "A"

Sec. 3.06 - VACANCIES, FORFEITURES AND FILLING OF VACANCIES

(1) The office of a city council member or the mayor shall become vacant upon his death, resignation, forfeiture of, or removal from office by any manner authorized by law.

(2) If any member of the city council is absent from four (4) of seven (7) consecutive regular meetings, without explanation acceptable to a majority of the remaining city council members, his office shall be declared vacant at the next regular meeting of the city council by resolution. In addition, any member of the city council who has been absent for six (6) consecutive regular meetings due to any reason shall have his seat declared vacant at the next regular meeting of the city council by resolution.

(3) Any member of the city council who ceases to possess the required qualifications for office or who is convicted of a felony or of a misdemeanor involving moral turpitude or is convicted of violating state law concerning conflict of interest shall forfeit his office. Every forfeiture shall be declared and enforced by a majority of the city council.

(4) A vacancy or vacancies in the position of mayor or council member shall be filled by majority vote of the qualified voters at a special election called for such purpose on the next uniform election date as provided by state law. If the candidate with the highest number of votes in such special election receives less than a majority vote, then a runoff election shall be held between the ~~candidate~~ two candidates receiving the highest number of votes ~~and the candidate receiving the next highest number of votes~~. Such special and runoff elections shall be held pursuant to the provisions of the Texas Election Code and applicable ordinances.

Proposition 1

~~(5) Reserved.~~

~~(6) Reserved.~~

~~(7) Reserved.~~

Sec. 3.13 - RULES OF PROCEDURE

The city council shall ~~conducts~~ conduct its meetings in accordance with Robert's Rules of Order. The city council shall determine its own order of business. The city council shall provide that the citizens of the

Proposition 4

city shall have a reasonable opportunity to clearly hear and be heard at public hearings with regard to specific matters under consideration. The city council shall provide for minutes to be taken and recorded for all meetings as required by law. Such minutes shall be a public record and shall be kept and maintained by the city secretary.

Sec. 3.14 - PASSAGE OF ORDINANCES IN GENERAL

(1) The city council shall legislate by ordinance only, and the enacting clause of every ordinance shall be "Be it ordained by the City Council of the City of Sachse, Texas …" Each proposed ordinance shall be introduced in the written or printed form required for adoption. No ordinance shall contain more than one (1) subject which shall be clearly expressed in its caption ~~title~~. General appropriation ordinances may contain various subjects and accounts for which monies are to be appropriated. After adoption, an ordinance shall not be amended or repealed except by the adoption of another ordinance amending or repealing the original ordinance. Except where an ordinance is repealed in its entirety, the amendatory or repealing ordinance shall set out in full the ordinance sections or subsections to be amended or repealed and shall indicate new language by enclosing it in quotation marks. Copies of proposed ordinances, in the form required for adoption, shall be furnished to members of the city council before the city council meeting at which such ordinance is to be considered ~~first reading~~. Copies of the proposed ordinance, in the form required for adoption, shall be available at the city offices and shall be furnished to citizens upon request to the city secretary from and after the date on which such proposed ordinance is posted as an agenda item for a city council meeting and, if amended, shall be available and furnished in amended form for as long as the proposed ordinance is before the city council.

Proposition 5

Proposition 5

(2) A proposed ordinance which has been amended in substance after its placement on the agenda for a city council meeting may not be voted on at such city council meeting, unless the mayor announces at such city council meeting the amendments to such ordinance. ~~Such amended ordinance shall be placed upon the agenda of a subsequent meeting of the city council in accordance with the provisions of this Article.~~ All persons interested in such ordinance shall have a reasonable opportunity to be heard.

Proposition 6

(3) Every ordinance shall become effective upon adoption or at any later time(s) specified in the ordinance, except that every ordinance imposing any penalty, fine or forfeiture shall become effective only after having been published once in its entirety or summary form after adoption, in a newspaper as required by law.~~designated as the official newspaper of the city~~

Proposition 7

(4) The reading aloud of a title and caption of the ordinance shall suffice as a reading provided printed copies of the ordinance in the form required for adoption are in front of all members of the city council. If a majority of the members present request that the ordinance be read in its entirety, it must be read.

Sec. 5.05 - TAKING OF OFFICE

(1) Each newly elected city council member shall be inducted into office at the first regular or specially called city council meeting following the city council meeting in which the election is canvassed and certified. Such induction into office shall be the ~~second~~ first item of business, with consideration of approval of the minutes of the previous meeting being the ~~first~~ second item of business.

Proposition 8

(2) At such meeting the oath shall be in accordance with the City Charter.

Sec. 6.04 - FORM OF PETITION

(1) All pages of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signer of a petition must be a ~~registered~~ qualified voter of the City of Sachse and shall personally sign his own name thereto in ink or indelible pencil, and shall write after his name his place of residence within the boundaries of the city, giving name of street and number, if any, and shall also write thereon the date, including the month, day and year his signature was affixed. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or of the ordinance or resolution sought to be reconsidered, or in the case of a recall petition, the identity of the official whose recall is being sought.

Proposition 9

(2) Each page of a petition shall have attached to it, when filed, an affidavit executed by the circulator thereof stating that

he personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in his presence, that he believes them to be genuine signatures of the persons whose names they purport to be, and that each signer had an opportunity before signing to read the full text of the ordinance proposed, the ordinance or resolution sought to be reconsidered, or the identity of the official whose recall is being sought.

(3) Locations for twenty (20) signatures shall be provided on each blank petition.

Sec. 6.09 - CALL OF RECALL ELECTION

If the officer whose removal is sought does not resign, then the city council shall order an election and set the date for holding such recall election. ~~The date selected for the recall election shall be not less than twenty-five (25) days nor more than thirty-five (35) days after the date the petition was presented to the city council.~~ The city council shall, not less than 25 days nor more than 35 days after the petition is presented to the city council, call a recall election for a date authorized by state law. If, after the recall election date is established, the officer vacates his position, the election shall be cancelled. Any election order so issued shall fully comply with the Texas Election Code.

Proposition 10

Sec. 6.12 - RESULTS OF ELECTION

(1) If a majority of qualified electors voting on a proposed initiative ordinance vote in ~~its~~ favor, it shall be considered adopted upon certification of the election results by the city secretary and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the city council. If conflicting ordinances are approved at the same election, the one receiving the greater number of affirmative votes shall prevail.

Proposition 11

(2) An ordinance adopted by initiative may be repealed or amended at any time after the expiration of two (2) years by a majority vote, or after one (1) year by unanimous vote, of all city council members.

(3) If a majority of the qualified electors voting on a referred ordinance or resolution vote against the ordinance or resolution, it shall be considered repealed upon certification of the election results by the city secretary. If a majority of the qualified electors voting on a referred ordinance or

resolution vote for the ordinance or resolution, the ordinance or resolution shall be considered in effect.

(4) An ordinance or resolution repealed by referendum may be reenacted at any time after the expiration of two (2) years by a majority vote, or after one (1) year by unanimous vote, of all city council members.

(5) If a majority of the votes cast on the question of recall at a recall election shall be against the removal of the elected official named on the ballot, he shall continue in office for the remainder of his unexpired term, subject to recall as before within the limitations of Section 6.13 below. If a majority of the votes cast on the question of recall at a recall election shall be for the removal of the elected official named on the ballot, he shall, regardless of any technical defects in the recall petition, be deemed removed from office upon certification of the election results by the city secretary and the vacancy shall be filled in accordance with the provisions of this Charter for the filling of vacancies.

Sec. 7.02 - SUBMISSION OF BUDGET AND BUDGET MESSAGE

Proposition 12

The city manager, shall, not later than the 15th day ~~during the month~~ of August of each year, or other date prescribed by state law, prepare and submit the proposed budget, covering the next ensuing fiscal year, to the city council. In preparing this budget, each employee, officer, board, and department shall assist the city manager by furnishing all necessary information. The city manager's budget document shall contain:

(1) The city manager's budget message outlining the proposed financial policies for the next fiscal year with explanations of any changes from preceding years in expenditures and any major changes of policy and a complete statement regarding the financial condition of the city.

(2) An estimate of all revenue from taxes and other sources, including the present tax structure rates and property evaluations for the ensuing year.

(3) The proposed goals and objectives and expenditures for current operations during the ensuing fiscal year, detailed for each fund by organization unit, and program, purpose or activity, and the method of financing such expenditures.

(4) A description of all outstanding bonded indebtedness, showing amount, purchaser, date of issue, rate of interest, and maturity date, as well as any other indebtedness which the city has incurred and which has not been paid.

(5) A statement proposing any capital expenditures necessary for undertaking during the next budget year and recommended provision for financing.

(6) A list of capital projects which should be undertaken within the next five (5) succeeding years.

Sec. 7.05 - PUBLIC HEARING ON BUDGET

~~At the city council meeting when the budget is submitted, the city council shall name the date and place of a public hearing and shall have published in the official newspaper of the city the time and place, which will be not less than ten (10) days nor more than thirty (30) days after the date of the notice.~~ The city council shall conduct public hearings on the proposed budget as required by state law, and shall conduct at least one public hearing. Notice of the public hearing(s) shall be published in a newspaper of general circulation of the county in which the city is located, unless otherwise prescribed by state law, stating the date, time and place as required by state law. At this hearing, interested citizens may express their opinions concerning items of expenditures, giving their reasons for wishing to increase or decrease any items of expense.

Proposition 13

Sec. 7.10 - CERTIFICATION: COPIES MADE AVAILABLE

A copy of the budget, as fully adopted, shall be filed with the city secretary and such other places required by state law ~~or~~ and as the city council ~~shall~~ may designate. The final budget shall be printed, ~~mimeographed or otherwise reproduced~~ and ~~sufficient~~ copies shall be made available for the use of all offices, agencies, and for the use of interested persons and civic organizations.

Proposition 14

Proposition 15

Sec. 7.15 - PURCHASING

(1) The city council may, by ordinance, give the city manager authority to contract for expenditure without further approval of the city council for all budgeted items not exceeding limits set by the city council. All contracts for expenditures involving more than the set limits must be expressly approved in advance by the city council. All contracts or purchases involving more than the limits set by the city council shall be let to the lowest bidder or the bidder that provides the best value as allowed by state law,

Proposition 16

whose submittal is among those responsive to the needs of the city after there has been opportunity for competitive bidding as provided by law or ordinance, unless competitive bidding is prohibited or not required by state law. The city council, or the city manager as he is authorized to act for the city, shall have the right to reject any and all bids.

(2) Emergency contracts as authorized by law and this Charter may be negotiated by the city council, or the city manager if given authority by the city council, without competitive bidding. Such emergency shall be declared by the city manager and approved by the city council, or may be declared by the city council.

Sec. 7.18 - INDEPENDENT AUDIT

Proposition 17

At the close of each fiscal year, and at such other times as may be deemed necessary, the city council shall call for an independent audit to be made of all accounts of the city by a certified public accountant. No more than five (5) consecutive annual audits shall be completed by the same firm unless no other certified public accountants have submitted a proposal to provide audit services for the city, in which event the existing certified public accountant may be retained for an additional one (1) year period(s) until another certified public accountant is available and selected by the City. The certified public accountant selected shall have no personal interest, directly or indirectly, in the financial affairs of the city or any of its officers. The report of the audit, with the auditor's recommendations will be made to the city council. Upon completion of the audit, copies of the audit will be placed on file in the city secretary's office as a public record.

Sec. 8.01 - AUTHORITY, COMPOSITION AND PROCEDURES

(1) The city council shall create and establish or abolish as may be required by the laws of the State of Texas or this Charter, or deemed desirable by the city council, such boards, commissions and committees as it deem necessary to carry out the functions and obligations of the city. The city council shall, by ordinance or resolution, prescribe the purpose, composition, functions, duties, accountability and tenure of each board, commission and committee where such are not prescribed by law or this Charter.

(2) Individuals who are qualified voters in the city may be appointed by the city council to serve on one (1) or more boards, commissions or committees. Such appointees shall

be subject to removal from office by the city council for any cause deemed by the city council sufficient for their removal in the interest of the public service, but only after a public hearing before the city council on charges publicly made if demanded by such member(s) within ten (10) days after receipt of written notification by such member(s). Each appointee will be mailed an official statement of intent to remove by the city council prior to any vote being taken by the city council on said removal. An eighty (80) percent vote of the full membership of the city council is necessary for removal of any appointee to any board, commission or committee. After the vote for removal is made, the city council shall notify each removed appointee by official statement in writing. Except as otherwise provided in this Charter, members of any such board, commission or committee shall serve without compensation but may be reimbursed for actual expenses as approved by the city council.

(3) All boards, commissions and committees of the city shall keep and maintain minutes of any proceedings held and shall submit the minutes ~~a written report of such proceedings~~ to the city council no more than two (2) weeks after approval of the minutes of each such meeting. All meetings of any board, commission or committee created, established or appointed by this Charter or the city council shall be open to the public, unless otherwise permitted by law, and shall be subject to the laws of this state, as amended, concerning public meetings.

Proposition 18

(4) No officer of the city nor any person who holds a compensated appointive position with the city shall be appointed to any board, commission or committee created or established by this Charter other than in an advisory capacity, except as otherwise provided by state law.

Proposition 19

(5) Any member of a board, commission or committee who is absent from three (3) consecutive regular meetings ~~shall forfeit his~~ may be removed by the City Council from such position on the board, commission or committee and his position shall be filled by the city council ~~within thirty (30) days of his forfeiture~~.

Proposition 20

(6) At the first meeting following annual appointments each board, commission or committee shall elect its officers for the ensuing year.

Exhibit "A"

Sec. 8.02 - BOARDS AND COMMISSIONS ENUMERATED

(1) Planning and Zoning Commission. There is hereby established a planning and zoning commission, whose purpose, composition, function, duties, and tenure shall be as set out in Article IX of this Charter.

(2) Board of Adjustment. There is hereby established a board of adjustment and appeals ~~whose purpose, composition, function, duties and tenure shall be as set out in Article IX of this Charter~~ which shall consist of at least five (5) members and may include four (4) alternates, appointed by a majority of the city council for a term of two (2) years. The city council shall, by ordinance, provide standards and procedures for such board to hear and determine appeals of administrative decisions, petition for variances in the case of peculiar and unusual circumstances which would prevent the reasonable use of land and such other matters as may be required by the city council or by Chapter 211 of the Local Government Code, as amended. Each case before the board must be heard by at least seventy-five percent (75%) of the members and the concurring vote of at least seventy-five percent (75%) members of the board present shall be necessary to reverse any order, requirement, decision or determination of any administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass or to affect any variance in the zoning ordinance. Removal of members of the board of adjustment shall be by the city council for cause on a written charge after a public hearing for the unexpired term by the city council. Alternate board members will be appointed by the city council in the same manner as regular members. Vacancies and removals shall follow the same procedures as for regular members.

Proposition 21

(3) Parks and Recreation. The city council shall appoint a parks and recreation board consisting of seven (7) members who are qualified voters of the City of Sachse. These members shall serve for two (2) year terms. The parks and recreation board will work in an advisory capacity to the city council in the planning and developing of parks and recreation facilities and regulations governing their use. Meetings will be held monthly and shall be conducted at a time, date, and place designated by the chairman.

(4) Library Board. The city council shall appoint a library board consisting of seven (7) members who are qualified

voters of the City of Sachse. Members of the library board shall hold office for two (2) year terms. Meetings of the library board will meet at least once each calendar quarter, at a time, date, and place designated by the chairman. The board will work as an advisory board to the city council relating to the establishment and use of the library, the nature of the services rendered or to be rendered by the library, the manner in which the library service may be coordinated with the services of other libraries which render services to the city and such other matters as the city council may deem beneficial to the City of Sachse.

Sec. 8.03 – APPEALS TO CITY COUNCIL

Subject to the provisions of any law of the State of Texas, an appeal may be taken to the city council from any decision of any board, commission, committee, or other body except from decisions of the planning and zoning commission and the board of adjustment, unless otherwise provided by ordinance. Such appeals shall be perfected by filing a sworn notice of appeal with the city secretary within thirty (30) days from the rendition of the decision of the board, commission, committee or other body. Prior to the institution of any appeal in a court of law by the aggrieved person from a decision of such board, commission, committee or other body, appeal must be first perfected to the city council.

Proposition 22

Sec. 9.01 - ORGANIZATION

(1) The city council shall create and establish a Planning and Zoning Commission which shall consist of seven (7) members, and may include alternates, who shall be appointed by the city council to staggered, overlapping two (2) year terms. The commission members shall be qualified voters in the city. Any vacancy occurring during the unexpired term of a member shall be filled by the city council ~~within thirty (30) days from the date of vacancy for the remainder of the unexpired term~~. A majority of the members shall constitute a quorum. Removal of members of the planning and zoning commission shall be in accordance with the provisions of Article VIII, Section 8.01(2) of this Charter.

Proposition 23

Proposition 24

(2) The commission shall meet at least once a month. The commission shall keep minutes of its proceedings which minutes shall be maintained as a public record by the city secretary. The commission shall serve without compensation.

Exhibit "A"

Sec. 9.04 - THE ~~MASTER~~ COMPREHENSIVE PLAN: PROCEDURE AND LEGAL EFFECT

(1) The existing ~~master~~ comprehensive plan for the physical development of the city contains recommendations for the growth, development and beautification of the city and its extraterritorial jurisdiction. Additions to and amendments of the ~~master~~ comprehensive plan shall be by resolution, but before any such revision, the commission shall hold at least one (1) public hearing on the proposed action.

Proposition 25

(2) A copy of the proposed revisions to the ~~master~~ comprehensive plan shall be forwarded to the city manager who shall submit the proposal to the city council, together with his recommendations, if any. The city council, after a public hearing, shall adopt or reject such proposed revision or any part thereof as submitted within sixty (60) days following its submission by the city manager. If the proposed revisions or part thereof should be rejected by the city council, the planning and zoning commission may make modifications and again forward it to the city manager for submission to the city council.

Proposition 25

(3) Following the adoption of the ~~master~~ comprehensive plan by the city council, it shall serve as a guide to all future city council action concerning land use and development regulations and expenditures for capital improvements. ~~Any proposal which deviates from the master comprehensive plan shall not be authorized until and unless the locations and extent thereof shall have been submitted to and approved by the planning and zoning commission. In case of disapproval, the commission shall communicate its reasons to the city council, which shall have the power to overrule such disapproval, and upon such overruling, the city council or the appropriate office, department or agency shall have the authority to proceed. The failure of the commission to act within thirty (30) days after the date of official submission to the commission shall be deemed approval, unless a longer period be granted by the city council or submitting official.~~

Proposition 25

Proposition 26

~~**Sec. 9.05 - BOARD OF ADJUSTMENT**~~

~~The city council shall create and establish a board of adjustment which shall consist of five (5) members and four (4) alternates, which shall be appointed by a majority of the city council for a term of two (2) years. The city council shall, by ordinance, provide standards and~~

Proposition 21

~~procedures for such board to hear and determine appeals of administrative decisions, petition for variances in the case of peculiar and unusual circumstances which would prevent the reasonable use of land and such other matters as may be required by the city council or by Chapter 211 of the Local Government Code, as amended. Each case before the board must be heard by at least four (4) members and the concurring vote of at least four (4) members of the board present shall be necessary to reverse any order, requirement, decision or determination of any administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass or to affect any variance in the zoning ordinance. Removal of members of the board of adjustment shall be by the city council for cause on a written charge after a public hearing for the unexpired term by the city council. Alternate board members will be appointed by the city council in the same manner as regular members. Vacancies and removals shall follow the same procedures as for regular members.~~

Sec. 10.02 - ORDINANCE GRANTING FRANCHISE

Proposition 27

(1) The caption ~~A summary~~ of an ordinance granting, renewing, extending or amending a public service or utility franchise, shall be read at one meeting of the city council and also be available for public review at one additional meeting and shall not take effect until thirty (30) days after the second meeting. Within fifteen (15) days following the first reading of the ordinance caption ~~summary~~, the ordinance caption ~~summary~~ shall be published once in a newspaper of general circulation in the city. The expense of such publication shall be borne by the prospective franchisee.

(2) No franchise shall be granted for a term of more than twenty (20) years from the date of the grant, renewal or extension of any franchise.

(3) No franchise may be exclusive.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, ORDERING AN ELECTION ON PROPOSED AMENDMENTS TO THE HOME RULE CITY CHARTER OF THE CITY OF SACHSE TO BE HELD ON MAY 11, 2013, IN CONJUNCTION WITH THE ELECTION FOR CITY OFFICERS; PROVIDING FOR THE PUBLICATION AND POSTING OF NOTICE; PROPOSING AMENDMENTS TO THE HOME RULE CITY CHARTER OF THE CITY OF SACHSE; AUTHORIZING THE CITY MANAGER TO EXECUTE AN ELECTION SERVICES CONTRACT WITH DALLAS COUNTY ELECTIONS DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has received a report from the 2013 City of Sachse Charter Review Commission recommending to the City Council proposed amendments to the Home Rule Charter for the City of Sachse; and

WHEREAS, the City Council has reviewed the report from the 2013 City of Sachse Charter Review Commission and the Home Rule Charter of the City of Sachse and has determined that certain amendments are in the best interest of the citizens and to comply with state law; and

WHEREAS, the City Council, after due consideration, desires to conduct a special election on proposed amendments to the Home Rule Charter on the uniform election date of May 11, 2013;

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

SECTION 1. That a special election is hereby ordered to be held on May 11, 2013, for the purpose of submitting to the qualified voters of the City for their approval or disapproval the proposed amendments to the Home Rule Charter of the City of Sachse, Texas, contained in Exhibit "A" attached hereto and made a part of this Ordinance for all purposes.

SECTION 2. That notice of the election shall be posted on the bulletin board used to post notice of the City Council meetings, be published in a newspaper of general circulation in the City, and include a substantial copy of the proposed amendments. That said notice must be published on the same day in each of two successive weeks, with the first publication occurring no earlier than the thirtieth day and no later than the fourteenth day before the date of the election. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and such person posting the notice shall make a record of the time of posting, starting date and the place of posting.

SECTION 3. That the election on the proposed Charter amendments shall be conducted in accordance with an Election Services Contract between the City of Sachse and the Dallas County Elections Department for the election on May 11, 2013. The City Manager and/or the

City Secretary are hereby authorized to execute an Election Services Contract with the Dallas County Elections Department for the election on May 11, 2013, and any amendments thereto.

SECTION 4. That the City Secretary shall present the election returns to the City of Sachse City Council at a City Council meeting for the canvassing of said election in accordance with the Texas Election Code.

SECTION 5. That each amendment submitted must contain only one subject, and the ballot shall be prepared in a manner that the voters may vote "for" or "against" any amendment or amendments without voting "for" or "against" all of said amendments. Each such proposed amendment, if approved by the majority of the qualified voters voting at said election, shall become a part of the Charter of the City of Sachse, Texas.

SECTION 6. That the ballot propositions for the proposed amendments to the Charter are as follows:

Proposition 1

Shall Article III, Section 3.01 and Section 3.06 (4) of the Home Rule Charter be amended to conform to State law regarding the number of candidates qualifying for a city council runoff election?

Proposition 2

Shall the first sentence of Article III, Section 3.04 of the Home Rule Charter be amended to delete the authority of the city council to determine compensation to be paid to the members of the city council?

Proposition 3

Shall Article III, Section 3.04 of the Home Rule Charter be amended regarding procedures for reimbursement of expenses for city council members?

Proposition 4

Shall Article III, Section 3.05 (1) of the Home Rule Charter be amended to authorize the city manager or other official to sign official city documents when authorized by the city council?

Proposition 5

Shall Article III, Section 3.13 of the Home Rule Charter be amended to correct a grammatical error?

Proposition 6

Shall Article III, Section 3.14 (1) of the Home Rule Charter be amended regarding the procedures for providing a copy of a proposed ordinance to the city council and the public prior to the council meeting at which such ordinance is to be considered?

Proposition 7

Shall Article III, Section 3.14 (2) of the Home Rule Charter be amended regarding the procedure for the adoption of an ordinance containing amendments made to the ordinance after the ordinance has been placed on the meeting agenda to require the mayor to announce at the meeting the amendments made to the ordinance?

Proposition 8

Shall Article III, Section 3.14 (3) of the Home Rule Charter be amended to conform to State law regarding the publication of the caption of an ordinance?

Proposition 9

Shall Article V, Section 5.05 (1) of the Home Rule Charter be amended regarding the order of business for the meeting at which the induction into office of newly elected members of the city council occurs?

Proposition 10

Shall Article VI, Section 6.04 (1) of the Home Rule Charter be amended to conform to State law regarding signers of a petition for calling an initiative, referendum or recall election?

Proposition 11

Shall Article VI, Section 6.09 of the Home Rule Charter be amended to conform to State law regarding the time period for calling an election for the recall of a member of the city council?

Proposition 12

Shall Article VI, Section 6.12 (1) of the Home Rule Charter be amended to correct a grammatical error?

Proposition 13

Shall Article VII, Section 7.02 of the Home Rule Charter be amended regarding the date by which the city manager must submit the proposed budget to the city council?

Proposition 14

Shall Article VII, Section 7.05 of the Home Rule Charter be amended to provide that the procedures for adoption of the City's official annual budget be consistent with State law?

Proposition 15

Shall the first sentence of Article VII, Section 7.10 of the Home Rule Charter be amended regarding the locations for filing the annual budget when adopted?

Proposition 16

Shall the second sentence of Article VII, Section 7.10 of the Home Rule Charter be amended to delete specific methods for printing the city budget following adoption?

Proposition 17

Shall Article VII, Section 7.15(1) of the Home Rule Charter be amended to conform to State law regarding procedures for awarding city contracts and purchases?

Proposition 18

Shall Article VII, Section 7.18 of the Home Rule Charter be amended to authorize for an additional year, the use of the same audit firm which performed the city's independent audit for the five previous years when no other audit firm has offered to provide such services?

Proposition 19

Shall Article VIII, Section 8.01 (3) of the Home Rule Charter be amended regarding the submission of minutes of the meetings of boards, commissions and committees to the city council in lieu of written reports?

Proposition 20

Shall Article VIII, Section 8.01 (4) of the Home Rule Charter be amended to be consistent with State law regarding persons eligible to be appointed to city boards,

commissions and committees while holding city office or a compensated appointive position?

Proposition 21

Shall Article VIII, Section 8.01 (5) of the Home Rule Charter be amended regarding the procedure for removal and appointment of members of city boards, commissions and committees following absences from three consecutive regular meetings?

Proposition 22

Shall Section 9.05 of Article IX of the Home Rule Charter be repealed and Article VIII, Section 8.02 (2) amended to add the provisions regarding the establishment, membership and procedures for the board of adjustment formerly in Section 9.05 with amendments to conform to State law?

Proposition 23

Shall Article VIII, Section 8.03 of the Home Rule Charter be amended to be consistent with State law regarding appeals to the city council from decisions of city boards, commissions and committees?

Proposition 24

Shall Article IX, Section 9.01 (1) of the Home Rule Charter be amended to authorize the city council to provide for the appointment of alternate members to the planning and zoning commission to serve in the absence of regular members?

Proposition 25

Shall Article IX, Section 9.01 (1) of the Home Rule Charter be amended regarding the deadline for filling a vacancy on the planning and zoning commission?

Proposition 26

Shall Article IX, Section 9.04 (1), (2) and (3) of the Home Rule Charter be amended to be consistent with State law by changing the phrase “Master Plan” to read “Comprehensive Plan”?

Proposition 27

Shall Article IX, Section 9.04 (3) of the Home Rule Charter be amended regarding approval of changes to the Comprehensive Plan?

Proposition 28

Shall Article X, Section 10.02 (1) of the Home Rule Charter be amended regarding the procedure for the passage of an ordinance granting a franchise?

SECTION 7. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

SECTION 8. That this Ordinance shall become effective from and after its date of passage in accordance with law.

DULY APPROVED AND PASSED by the City Council of the City of Sachse, Texas on the 18th day of February, 2013.

APPROVED:

_____

Mike Felix
Mayor

DULY ENROLLED:

_____

Terry Smith
City Secretary

APPROVED AS TO FORM:

_____

Peter G. Smith, City Attorney
(PGS: Version 2 :TM 59389)

Exhibit "A"

Sec. 3.01 – COMPOSITION

The council shall be composed of a mayor and six (6) council-members. Each council position shall be designated as a Place, to be determined as set forth in Sec. 3.02 of this Article. The mayor and council members shall be elected at large, and shall serve for a term of three (3) years as prescribed by the Texas Election Code and until his or her successor has been elected and duly qualified. Elections for two places shall be held each year, and the election for mayor shall be held every three years. If the candidate with the highest number of votes in an election receives less than a majority vote, then a runoff election shall be held between the two candidates receiving the highest number of votes. Such runoff election shall be held pursuant to the provisions of the Texas Election Code and applicable ordinances.

Proposition 1

Sec. 3.04 – COMPENSATION

~~Compensation of the members of the city council shall be determined by the city council by ordinance, but no increase in such compensation shall take effect commencement of the terms of mayor and/or council members elected at the next regular election.~~ Members of the city council shall be entitled to reimbursement for actual expenses incurred in the performance of official duties ~~with the approval of city council at a public meeting~~.

Proposition 2

Proposition 3

Sec. 3.05 - MAYOR AND MAYOR PRO TEM

(1) The mayor shall be the official head of the city government. He shall be the chairman and shall preside at all meetings of the city council. The mayor shall have the same voting rights and responsibilities as the other members of the city council, but shall have no power to veto. He shall, when authorized by the city council, sign all official documents, such as ordinances, resolutions, conveyances, grant agreements ~~official plats~~, contracts and bonds, unless authorization has been delegated by the city council to the city manager or other official. The mayor ~~He~~ shall perform such other duties consistent with this Charter as may be imposed upon the mayor ~~him~~ by the city council.

Proposition 4

(2) The mayor pro tem shall be a city council member elected by the city council at the first regular meeting after each regular election of the city council members and/or mayor. The mayor pro tem shall temporarily act as mayor during the disability or absence of the mayor, and in this capacity shall have the rights conferred upon the mayor.

Exhibit "A"

Sec. 3.06 - VACANCIES, FORFEITURES AND FILLING OF VACANCIES

(1) The office of a city council member or the mayor shall become vacant upon his death, resignation, forfeiture of, or removal from office by any manner authorized by law.

(2) If any member of the city council is absent from four (4) of seven (7) consecutive regular meetings, without explanation acceptable to a majority of the remaining city council members, his office shall be declared vacant at the next regular meeting of the city council by resolution. In addition, any member of the city council who has been absent for six (6) consecutive regular meetings due to any reason shall have his seat declared vacant at the next regular meeting of the city council by resolution.

(3) Any member of the city council who ceases to possess the required qualifications for office or who is convicted of a felony or of a misdemeanor involving moral turpitude or is convicted of violating state law concerning conflict of interest shall forfeit his office. Every forfeiture shall be declared and enforced by a majority of the city council.

(4) A vacancy or vacancies in the position of mayor or council member shall be filled by majority vote of the qualified voters at a special election called for such purpose on the next uniform election date as provided by state law. If the candidate with the highest number of votes in such special election receives less than a majority vote, then a runoff election shall be held between the ~~candidate~~ two candidates receiving the highest number of votes ~~and the candidate receiving the next highest number of votes~~. Such special and runoff elections shall be held pursuant to the provisions of the Texas Election Code and applicable ordinances.

Proposition 1

~~(5) Reserved.~~

~~(6) Reserved.~~

~~(7) Reserved.~~

Exhibit "A"

Sec. 3.13 - RULES OF PROCEDURE

The city council shall ~~conducts~~ conduct its meetings in accordance with Robert's Rules of Order. The city council shall determine its own order of business. The city council shall provide that the citizens of the city shall have a reasonable opportunity to clearly hear and be heard at public hearings with regard to specific matters under consideration. The city council shall provide for minutes to be taken and recorded for all meetings as required by law. Such minutes shall be a public record and shall be kept and maintained by the city secretary.

Proposition 5

Sec. 3.14 - PASSAGE OF ORDINANCES IN GENERAL

(1) The city council shall legislate by ordinance only, and the enacting clause of every ordinance shall be "Be it ordained by the City Council of the City of Sachse, Texas …" Each proposed ordinance shall be introduced in the written or printed form required for adoption. No ordinance shall contain more than one (1) subject which shall be clearly expressed in its caption ~~title~~. General appropriation ordinances may contain various subjects and accounts for which monies are to be appropriated. After adoption, an ordinance shall not be amended or repealed except by the adoption of another ordinance amending or repealing the original ordinance. Except where an ordinance is repealed in its entirety, the amendatory or repealing ordinance shall set out in full the ordinance sections or subsections to be amended or repealed and shall indicate new language by enclosing it in quotation marks. Copies of proposed ordinances, in the form required for adoption, shall be furnished to members of the city council before the city council meeting at which such ordinance is to be considered ~~first reading~~. Copies of the proposed ordinance, in the form required for adoption, shall be available at the city offices and shall be furnished to citizens upon request to the city secretary from and after the date on which such proposed ordinance is posted as an agenda item for a city council meeting and, if amended, shall be available and furnished in amended form for as long as the proposed ordinance is before the city council.

Proposition 6

Proposition 6

(2) A proposed ordinance which has been amended in substance after its placement on the agenda for a city council meeting may not be voted on at such city council meeting, unless the mayor announces at such city council meeting the amendments to such ordinance. ~~Such amended~~

Proposition 7

~~ordinance shall be placed upon the agenda of a subsequent meeting of the city council in accordance with the provisions of this Article.~~ All persons interested in such ordinance shall have a reasonable opportunity to be heard.

(3) Every ordinance shall become effective upon adoption or at any later time(s) specified in the ordinance, except that every ordinance imposing any penalty, fine or forfeiture shall become effective only after having been published once in its entirety or summary form after adoption, in a newspaper as required by law.~~designated as the official newspaper of the city~~

Proposition 8

(4) The reading aloud of a title and caption of the ordinance shall suffice as a reading provided printed copies of the ordinance in the form required for adoption are in front of all members of the city council. If a majority of the members present request that the ordinance be read in its entirety, it must be read.

Sec. 5.05 - TAKING OF OFFICE

(1) Each newly elected city council member shall be inducted into office at the first regular or specially called city council meeting following the city council meeting in which the election is canvassed and certified. Such induction into office shall be the ~~second~~ first item of business, with consideration of approval of the minutes of the previous meeting being the ~~first~~ second item of business.

Proposition 9

(2) At such meeting the oath shall be in accordance with the City Charter.

Sec. 6.04 - FORM OF PETITION

(1) All pages of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signer of a petition must be a ~~registered~~ qualified voter of the City of Sachse and shall personally sign his own name thereto in ink or indelible pencil, and shall write after his name his place of residence within the boundaries of the city, giving name of street and number, if any, and shall also write thereon the date, including the month, day and year his signature was affixed. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or of the ordinance or

Proposition 10

resolution sought to be reconsidered, or in the case of a recall petition, the identity of the official whose recall is being sought.

(2) Each page of a petition shall have attached to it, when filed, an affidavit executed by the circulator thereof stating that he personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in his presence, that he believes them to be genuine signatures of the persons whose names they purport to be, and that each signer had an opportunity before signing to read the full text of the ordinance proposed, the ordinance or resolution sought to be reconsidered, or the identity of the official whose recall is being sought.

(3) Locations for twenty (20) signatures shall be provided on each blank petition.

Sec. 6.09 - CALL OF RECALL ELECTION

If the officer whose removal is sought does not resign, then the city council shall order an election and set the date for holding such recall election. ~~The date selected for the recall election shall be not less than twenty-five (25) days nor more than thirty-five (35) days after the date the petition was presented to the city council.~~ The city council shall, not less than 25 days nor more than 35 days after the petition is presented to the city council, call a recall election for a date authorized by state law. If, after the recall election date is established, the officer vacates his position, the election shall be cancelled. Any election order so issued shall fully comply with the Texas Election Code.

Proposition 11

Sec. 6.12 - RESULTS OF ELECTION

(1) If a majority of qualified electors voting on a proposed initiative ordinance vote in ~~its~~ favor, it shall be considered adopted upon certification of the election results by the city secretary and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the city council. If conflicting ordinances are approved at the same election, the one receiving the greater number of affirmative votes shall prevail.

Proposition 12

(2) An ordinance adopted by initiative may be repealed or amended at any time after the expiration of two (2) years by a majority vote, or after one (1) year by unanimous vote, of all city council members.

(3) If a majority of the qualified electors voting on a referred ordinance or resolution vote against the ordinance or resolution, it shall be considered repealed upon certification of the election results by the city secretary. If a majority of the qualified electors voting on a referred ordinance or resolution vote for the ordinance or resolution, the ordinance or resolution shall be considered in effect.

(4) An ordinance or resolution repealed by referendum may be reenacted at any time after the expiration of two (2) years by a majority vote, or after one (1) year by unanimous vote, of all city council members.

(5) If a majority of the votes cast on the question of recall at a recall election shall be against the removal of the elected official named on the ballot, he shall continue in office for the remainder of his unexpired term, subject to recall as before within the limitations of Section 6.13 below. If a majority of the votes cast on the question of recall at a recall election shall be for the removal of the elected official named on the ballot, he shall, regardless of any technical defects in the recall petition, be deemed removed from office upon certification of the election results by the city secretary and the vacancy shall be filled in accordance with the provisions of this Charter for the filling of vacancies.

Sec. 7.02 - SUBMISSION OF BUDGET AND BUDGET MESSAGE

Proposition 13

The city manager, shall, not later than the 15th day ~~during the month~~ of August of each year, or other date prescribed by state law, prepare and submit the proposed budget, covering the next ensuing fiscal year, to the city council. In preparing this budget, each employee, officer, board, and department shall assist the city manager by furnishing all necessary information. The city manager's budget document shall contain:

(1) The city manager's budget message outlining the proposed financial policies for the next fiscal year with explanations of any changes from preceding years in expenditures and any major changes of policy and a complete statement regarding the financial condition of the city.

(2) An estimate of all revenue from taxes and other sources, including the present tax structure rates and property evaluations for the ensuing year.

(3) The proposed goals and objectives and expenditures for current operations during the ensuing fiscal year, detailed for each fund by organization unit, and program, purpose or activity, and the method of financing such expenditures.

(4) A description of all outstanding bonded indebtedness, showing amount, purchaser, date of issue, rate of interest, and maturity date, as well as any other indebtedness which the city has incurred and which has not been paid.

(5) A statement proposing any capital expenditures necessary for undertaking during the next budget year and recommended provision for financing.

(6) A list of capital projects which should be undertaken within the next five (5) succeeding years.

Sec. 7.05 - PUBLIC HEARING ON BUDGET

~~At the city council meeting when the budget is submitted, the city council shall name the date and place of a public hearing and shall have published in the official newspaper of the city the time and place, which will be not less than ten (10) days nor more than thirty (30) days after the date of the notice.~~ The city council shall conduct public hearings on the proposed budget as required by state law, and shall conduct at least one public hearing. Notice of the public hearing(s) shall be published in a newspaper of general circulation of the county in which the city is located, unless otherwise prescribed by state law, stating the date, time and place as required by state law. At this hearing, interested citizens may express their opinions concerning items of expenditures, giving their reasons for wishing to increase or decrease any items of expense.

Proposition 14

Sec. 7.10 - CERTIFICATION: COPIES MADE AVAILABLE

A copy of the budget, as fully adopted, shall be filed with the city secretary and such other places required by state law ~~or~~ and as the city council ~~shall~~ may designate. The final budget shall be printed, ~~mimeographed or otherwise reproduced~~ and ~~sufficient~~ copies shall be made available for the use of all offices, agencies, and for the use of interested persons and civic organizations.

Proposition 15

Proposition 16

Exhibit "A"

Sec. 7.15 - PURCHASING

(1) The city council may, by ordinance, give the city manager authority to contract for expenditure without further approval of the city council for all budgeted items not exceeding limits set by the city council. All contracts for expenditures involving more than the set limits must be expressly approved in advance by the city council. All contracts or purchases involving more than the limits set by the city council shall be let to the lowest bidder <u>or the bidder that provides the best value as allowed by state law,</u> whose submittal is among those responsive to the needs of the city after there has been opportunity for competitive bidding as provided by law or ordinance, <u>unless competitive bidding is prohibited or not required by state law</u>. The city council, or the city manager as he is authorized to act for the city, shall have the right to reject any and all bids.

Proposition 17

(2) Emergency contracts as authorized by law and this Charter may be negotiated by the city council, or the city manager if given authority by the city council, without competitive bidding. Such emergency shall be declared by the city manager and approved by the city council, or may be declared by the city council.

Sec. 7.18 - INDEPENDENT AUDIT

At the close of each fiscal year, and at such other times as may be deemed necessary, the city council shall call for an independent audit to be made of all accounts of the city by a certified public accountant. No more than five (5) consecutive annual audits shall be completed by the same firm <u>unless no other certified public accountants have submitted a proposal to provide audit services for the city, in which event the existing certified public accountant may be retained for an additional one (1) year period(s) until another certified public accountant is available and selected by the City</u>. The certified public accountant selected shall have no personal interest, directly or indirectly, in the financial affairs of the city or any of its officers. The report of the audit, with the auditor's recommendations will be made to the city council. Upon completion of the audit, copies of the audit will be placed on file in the city secretary's office as a public record.

Proposition 18

Exhibit "A"

Sec. 8.01 - AUTHORITY, COMPOSITION AND PROCEDURES

(1) The city council shall create and establish or abolish as may be required by the laws of the State of Texas or this Charter, or deemed desirable by the city council, such boards, commissions and committees as it deem necessary to carry out the functions and obligations of the city. The city council shall, by ordinance or resolution, prescribe the purpose, composition, functions, duties, accountability and tenure of each board, commission and committee where such are not prescribed by law or this Charter.

(2) Individuals who are qualified voters in the city may be appointed by the city council to serve on one (1) or more boards, commissions or committees. Such appointees shall be subject to removal from office by the city council for any cause deemed by the city council sufficient for their removal in the interest of the public service, but only after a public hearing before the city council on charges publicly made if demanded by such member(s) within ten (10) days after receipt of written notification by such member(s). Each appointee will be mailed an official statement of intent to remove by the city council prior to any vote being taken by the city council on said removal. An eighty (80) percent vote of the full membership of the city council is necessary for removal of any appointee to any board, commission or committee. After the vote for removal is made, the city council shall notify each removed appointee by official statement in writing. Except as otherwise provided in this Charter, members of any such board, commission or committee shall serve without compensation but may be reimbursed for actual expenses as approved by the city council.

(3) All boards, commissions and committees of the city shall keep and maintain minutes of any proceedings held and shall submit the minutes ~~a written report of such proceedings~~ to the city council no more than two (2) weeks after approval of the minutes of each such meeting. All meetings of any board, commission or committee created, established or appointed by this Charter or the city council shall be open to the public, unless otherwise permitted by law, and shall be subject to the laws of this state, as amended, concerning public meetings.

Proposition 19

(4) No officer of the city nor any person who holds a compensated appointive position with the city shall be appointed to any board, commission or committee created or established by this Charter other than in an advisory capacity, except as otherwise provided by state law.

Proposition 20

(5) Any member of a board, commission or committee who is absent from three (3) consecutive regular meetings ~~shall forfeit his~~ may be removed by the City Council from such position on the board, commission or committee and his position shall be filled by the city council ~~within thirty (30) days of his forfeiture~~.

Proposition 21

(6) At the first meeting following annual appointments each board, commission or committee shall elect its officers for the ensuing year.

Sec. 8.02 - BOARDS AND COMMISSIONS ENUMERATED

(1) Planning and Zoning Commission. There is hereby established a planning and zoning commission, whose purpose, composition, function, duties, and tenure shall be as set out in Article IX of this Charter.

(2) Board of Adjustment. There is hereby established a board of adjustment and appeals ~~whose purpose, composition, function, duties and tenure shall be as set out in Article IX of this Charter~~ which shall consist of at least five (5) members and may include four (4) alternates, appointed by a majority of the city council for a term of two (2) years. The city council shall, by ordinance, provide standards and procedures for such board to hear and determine appeals of administrative decisions, petition for variances in the case of peculiar and unusual circumstances which would prevent the reasonable use of land and such other matters as may be required by the city council or by Chapter 211 of the Local Government Code, as amended. Each case before the board must be heard by at least seventy-five percent (75%) of the members and the concurring vote of at least seventy-five percent (75%) members of the board present shall be necessary to reverse any order, requirement, decision or determination of any administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass or to affect any variance in the zoning ordinance. Removal of members of the board of adjustment shall be by the city council for cause on a written charge

Proposition 22

after a public hearing for the unexpired term by the city council. Alternate board members will be appointed by the city council in the same manner as regular members. Vacancies and removals shall follow the same procedures as for regular members.

(3) Parks and Recreation. The city council shall appoint a parks and recreation board consisting of seven (7) members who are qualified voters of the City of Sachse. These members shall serve for two (2) year terms. The parks and recreation board will work in an advisory capacity to the city council in the planning and developing of parks and recreation facilities and regulations governing their use. Meetings will be held monthly and shall be conducted at a time, date, and place designated by the chairman.

(4) Library Board. The city council shall appoint a library board consisting of seven (7) members who are qualified voters of the City of Sachse. Members of the library board shall hold office for two (2) year terms. Meetings of the library board will meet at least once each calendar quarter, at a time, date, and place designated by the chairman. The board will work as an advisory board to the city council relating to the establishment and use of the library, the nature of the services rendered or to be rendered by the library, the manner in which the library service may be coordinated with the services of other libraries which render services to the city and such other matters as the city council may deem beneficial to the City of Sachse.

Sec. 8.03 – APPEALS TO CITY COUNCIL

Subject to the provisions of any law of the State of Texas, an appeal may be taken to the city council from any decision of any board, commission, committee, or other body except from decisions of the planning and zoning commission and the board of adjustment, unless otherwise provided by ordinance. Such appeals shall be perfected by filing a sworn notice of appeal with the city secretary within thirty (30) days from the rendition of the decision of the board, commission, committee or other body. Prior to the institution of any appeal in a court of law by the aggrieved person from a decision of such board, commission, committee or other body, appeal must be first perfected to the city council.

Proposition 23

Exhibit "A"

Sec. 9.01 - ORGANIZATION

(1) The city council shall create and establish a Planning and Zoning Commission which shall consist of seven (7) members, and may include alternates, who shall be appointed by the city council to staggered, overlapping two (2) year terms. The commission members shall be qualified voters in the city. Any vacancy occurring during the unexpired term of a member shall be filled by the city council ~~within thirty (30) days from the date of vacancy for the remainder of the unexpired term~~. A majority of the members shall constitute a quorum. Removal of members of the planning and zoning commission shall be in accordance with the provisions of Article VIII, Section 8.01(2) of this Charter.

Proposition 24

Proposition 25

(2) The commission shall meet at least once a month. The commission shall keep minutes of its proceedings which minutes shall be maintained as a public record by the city secretary. The commission shall serve without compensation.

Sec. 9.04 - THE ~~MASTER~~ COMPREHENSIVE PLAN: PROCEDURE AND LEGAL EFFECT

(1) The existing ~~master~~ comprehensive plan for the physical development of the city contains recommendations for the growth, development and beautification of the city and its extraterritorial jurisdiction. Additions to and amendments of the ~~master~~ comprehensive plan shall be by resolution, but before any such revision, the commission shall hold at least one (1) public hearing on the proposed action.

Proposition 26

(2) A copy of the proposed revisions to the ~~master~~ comprehensive plan shall be forwarded to the city manager who shall submit the proposal to the city council, together with his recommendations, if any. The city council, after a public hearing, shall adopt or reject such proposed revision or any part thereof as submitted within sixty (60) days following its submission by the city manager. If the proposed revisions or part thereof should be rejected by the city council, the planning and zoning commission may make modifications and again forward it to the city manager for submission to the city council.

Proposition 26

(3) Following the adoption of the ~~master~~ comprehensive plan by the city council, it shall serve as a guide to all future city council action concerning land use and development regulations and expenditures for capital improvements. ~~Any proposal which deviates from the master comprehensive plan shall not be authorized until and unless the locations and extent thereof shall have been submitted to and approved by the planning and zoning commission. In case of disapproval, the commission shall communicate its reasons to the city council, which shall have the power to overrule such disapproval, and upon such overruling, the city council or the appropriate office, department or agency shall have the authority to proceed. The failure of the commission to act within thirty (30) days after the date of official submission to the commission shall be deemed approval, unless a longer period be granted by the city council or submitting official.~~

Proposition 26

Proposition 27

~~**Sec. 9.05 - BOARD OF ADJUSTMENT**~~

~~The city council shall create and establish a board of adjustment which shall consist of five (5) members and four (4) alternates, which shall be appointed by a majority of the city council for a term of two (2) years. The city council shall, by ordinance, provide standards and procedures for such board to hear and determine appeals of administrative decisions, petition for variances in the case of peculiar and unusual circumstances which would prevent the reasonable use of land and such other matters as may be required by the city council or by Chapter 211 of the Local Government Code, as amended. Each case before the board must be heard by at least four (4) members and the concurring vote of at least four (4) members of the board present shall be necessary to reverse any order, requirement, decision or determination of any administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass or to affect any variance in the zoning ordinance. Removal of members of the board of adjustment shall be by the city council for cause on a written charge after a public hearing for the unexpired term by the city council. Alternate board members will be appointed by the city council in the same manner as regular members. Vacancies and removals shall follow the same procedures as for regular members.~~

Proposition 22

Sec. 10.02 - ORDINANCE GRANTING FRANCHISE

(1) The caption ~~A summary~~ of an ordinance granting, renewing, extending or amending a public service or utility franchise, shall be read at one meeting of the city council

Proposition 28

and also be available for public review at one additional meeting and shall not take effect until thirty (30) days after the second meeting. Within fifteen (15) days following the first reading of the ordinance caption ~~summary~~, the ordinance caption ~~summary~~ shall be published once in a newspaper of general circulation in the city. The expense of such publication shall be borne by the prospective franchisee.

(2) No franchise shall be granted for a term of more than twenty (20) years from the date of the grant, renewal or extension of any franchise.

(3) No franchise may be exclusive.

Charter Review Commission
City of Sachse
Report to the City Council

Dear Honorable Mayor and Members of the City Council,

On September 10, 2012, you the Sachse City Council appointed fourteen (14) citizens to serve as Members of the Charter Review Commission in accordance with *Section 11.06 Charter Review Commission of the City Charter.* We began review of the Sachse Home Rule Charter on October 22, 2012 and held six (6) meetings to review and discuss recommended changes to the Charter. Upon careful review, we submit the attached red line version of the City Charter, which represents the current verbiage along with the proposed changes as recommended by the Charter Review Commission. In addition, we have attached the minutes of our meetings in order to assist you in seeing how the attached proposal evolved into the recommendation we are making to you.

As citizens of this community we were honored to serve in this capacity, and hope our work will assist you in presenting a city charter proposal to the citizens of Sachse.

Respectfully submitted:

Charles W. Smith

Charles W. Smith, Chairman

SUMMARY OF PROPOSED CHARTER AMENDMENTS

DELETIONS APPEAR IN STRIKETHROUGH PRINT AND ADDITIONS ARE UNDERLINED

Sec. 3.01 - COMPOSITION

The council shall be composed of a mayor and six (6) council-members. Each council position shall be designated as a Place, to be determined as set forth in Sec. 3.02 of this Article. The mayor and council members shall be elected at large, and shall serve for a term of three (3) years as prescribed by the Texas Election Code and until his or her successor has been elected and duly qualified. Elections for two places shall be held each year, and the election for mayor shall be held every three years. If the candidate with the highest number of votes in an election receives less than a majority vote, then a runoff election shall be held between the two candidates receiving the highest number of votes. Such runoff election shall be held pursuant to the provisions of the Texas Election Code and applicable ordinances.

Sec. 3.05 - MAYOR AND MAYOR PRO TEM

(1) The mayor shall be the official head of the city government. He shall be the chairman and shall preside at all meetings of the city council. The mayor shall have the same voting rights and responsibilities as the other members of the city council, but shall have no power to veto. He shall, when authorized by the city council, sign all official documents, such as ordinances, resolutions, conveyances, grant agreements~~, official plats~~, contracts and bonds, unless authorization has been delegated by the City Council to the city manager or other official. The mayor ~~He~~ shall perform such other duties consistent with this Charter as may be imposed upon the mayor ~~him~~ by the city council.

Sec. 3.06 - VACANCIES, FORFEITURES AND FILLING OF VACANCIES

(1) The office of a city council member or the mayor shall become vacant upon his death, resignation, forfeiture of, or removal from office by any manner authorized by law.

(2) If any member of the city council is absent from four (4) of seven (7) consecutive regular meetings, without explanation acceptable to a majority of the remaining city council members, his office shall be declared vacant

at the next regular meeting of the city council by resolution. In addition, any member of the city council who has been absent for six (6) consecutive regular meetings due to any reason shall have his seat declared vacant at the next regular meeting of the city council by resolution.

(3) Any member of the city council who ceases to possess the required qualifications for office or who is convicted of a felony or of a misdemeanor involving moral turpitude or is convicted of violating state law concerning conflict of interest shall forfeit his office. Every forfeiture shall be declared and enforced by a majority of the city council.

(4) A vacancy or vacancies in the position of mayor or council member shall be filled by majority vote of the qualified voters at a special election called for such purpose on the next uniform election date as provided by state law. If the candidate with the highest number of votes in such special election receives less than a majority vote, then a runoff election shall be held between the candidate receiving the highest number of votes and the candidate receiving the next highest number of votes. Such special and runoff elections shall be held pursuant to the provisions of the Texas Election Code and applicable ordinances.

(5) Reserved.

(6) Reserved.

(7) Reserved.

Sec. 3.13 - RULES OF PROCEDURE

The city council shall conducts its meetings in accordance with Robert's Rules of Order. The city council shall determine its own order of business. The city council shall provide that the citizens of the city shall have a reasonable opportunity to clearly hear and be heard at public hearings with regard to specific matters under consideration. The city council shall provide for minutes to be taken and recorded for all meetings as required by law. Such minutes shall be a public record and shall be kept and maintained by the city secretary.

Sec. 3.14 - PASSAGE OF ORDINANCES IN GENERAL

(1) The city council shall legislate by ordinance only, and the enacting clause of every ordinance shall be "Be it ordained by the City Council of the City of Sachse, Texas …" Each proposed ordinance shall be introduced in the written or printed form required for adoption. No ordinance shall contain more than one (1) subject which shall be clearly expressed in its caption ~~title~~. General appropriation ordinances may contain various subjects and accounts for which monies are to be appropriated. After adoption, an ordinance shall not be amended or repealed except by the adoption of another ordinance amending or repealing the original ordinance. Except where an ordinance is repealed in its entirety, the amendatory or repealing ordinance shall set out in full the ordinance sections or subsections to be amended or repealed and shall indicate new language by enclosing it in quotation marks. Copies of proposed ordinances, in the form required for adoption, shall be furnished to members of the city council before the city council meeting at which such ordinance is to be considered ~~first reading~~. Copies of the proposed ordinance, in the form required for adoption, shall be available at the city offices and shall be furnished to citizens upon request to the city secretary from and after the date on which such proposed ordinance is posted as an agenda item for a city council meeting and, if amended, shall be available and furnished in amended form for as long as the proposed ordinance is before the city council.

(2) A proposed ordinance which has been amended in substance after its placement on the agenda for a city council meeting may not be voted on at such city council meeting, unless the mayor announces at such city council meeting the amendments to such ordinance. ~~Such amended ordinance shall be placed upon the agenda of a subsequent meeting of the city council in accordance with the provisions of this Article. All persons interested in such ordinance shall have a reasonable opportunity to be heard.~~

(3) Every ordinance shall become effective upon adoption or at any later time(s) specified in the ordinance, except that every ordinance imposing any penalty, fine or forfeiture shall become effective only after having been published once in its entirety or summary form after adoption, in a newspaper as required by law.~~designated as the official newspaper of the city~~

(4) The reading aloud of a title and caption of the ordinance shall suffice as a reading provided printed copies of the ordinance in the form required for adoption are in front of all members of the city council. If a majority of the

members present request that the ordinance be read in its entirety, it must be read.

Sec. 5.05 - TAKING OF OFFICE

(1) Each newly elected city council member shall be inducted into office at the first regular or specially called city council meeting following the city council meeting in which the election is canvassed and certified. ~~Such induction into office shall be the second item of business, with consideration of approval of the minutes of the previous meeting being the first item of business~~.

(2) At such meeting the oath shall be in accordance with the City Charter.

Sec. 6.04 - FORM OF PETITION

(1) All pages of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signer of a petition must be a ~~registered~~ qualified voter of the City of Sachse and shall personally sign his own name thereto in ink or indelible pencil, and shall write after his name his place of residence within the boundaries of the city, giving name of street and number, if any, and shall also write thereon the date, including the month, day and year his signature was affixed. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or of the ordinance or resolution sought to be reconsidered, or in the case of a recall petition, the identity of the official whose recall is being sought.

(2) Each page of a petition shall have attached to it, when filed, an affidavit executed by the circulator thereof stating that he personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in his presence, that he believes them to be genuine signatures of the persons whose names they purport to be, and that each signer had an opportunity before signing to read the full text of the ordinance proposed, the ordinance or resolution sought to be reconsidered, or the identity of the official whose recall is being sought.

(3) Locations for twenty (20) signatures shall be provided on each blank petition.

Sec. 6.09 - CALL OF RECALL ELECTION

If the officer whose removal is sought does not resign, then the city council shall order an election and set the date for holding such recall election. ~~The date selected for the recall election shall be not less than twenty-five (25) days nor more than thirty-five (35) days after the date the petition was presented to the city council.~~ The city council

shall, not less than 25 days nor more than 35 days after the petition is presented to the city council, call a recall election for a date authorized by state law. If, after the recall election date is established, the officer vacates his position, the election shall be cancelled. Any election order so issued shall fully comply with the Texas Election Code.

Sec. 6.12 - RESULTS OF ELECTION

(1) If a majority of qualified electors voting on a proposed initiative ordinance vote in ~~its~~ favor, it shall be considered adopted upon certification of the election results by the city secretary and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the city council. If conflicting ordinances are approved at the same election, the one receiving the greater number of affirmative votes shall prevail.

(2) An ordinance adopted by initiative may be repealed or amended at any time after the expiration of two (2) years by a majority vote, or after one (1) year by unanimous vote, of all city council members.

(3) If a majority of the qualified electors voting on a referred ordinance or resolution vote against the ordinance or resolution, it shall be considered repealed upon certification of the election results by the city secretary. If a majority of the qualified electors voting on a referred ordinance or resolution vote for the ordinance or resolution, the ordinance or resolution shall be considered in effect.

(4) An ordinance or resolution repealed by referendum may be reenacted at any time after the expiration of two (2) years by a majority vote, or after one (1) year by unanimous vote, of all city council members.

(5) If a majority of the votes cast on the question of recall at a recall election shall be against the removal of the elected official named on the ballot, he shall continue in office for the remainder of his unexpired term, subject to recall as before within the limitations of Section 6.13 below. If a majority of the votes cast on the question of recall at a recall election shall be for the removal of the elected official named on the ballot, he shall, regardless of any technical defects in the recall petition, be deemed removed from office upon certification of the election results by the city secretary and the vacancy shall be filled in accordance with the provisions of this Charter for the filling of vacancies.

Sec. 7.02 - SUBMISSION OF BUDGET AND BUDGET MESSAGE

The city manager, shall, not later than the 15th day ~~during the month~~ of August of each year, or other date prescribed by state law, prepare and submit the proposed budget, covering the next ensuing fiscal year, to the city council. In preparing this budget, each

employee, officer, board, and department shall assist the city manager by furnishing all necessary information. The city manager's budget document shall contain:

(1) The city manager's budget message outlining the proposed financial policies for the next fiscal year with explanations of any changes from preceding years in expenditures and any major changes of policy and a complete statement regarding the financial condition of the city.

(2) An estimate of all revenue from taxes and other sources, including the present tax structure rates and property evaluations for the ensuing year.

(3) The proposed goals and objectives and expenditures for current operations during the ensuing fiscal year, detailed for each fund by organization unit, and program, purpose or activity, and the method of financing such expenditures.

(4) A description of all outstanding bonded indebtedness, showing amount, purchaser, date of issue, rate of interest, and maturity date, as well as any other indebtedness which the city has incurred and which has not been paid.

(5) A statement proposing any capital expenditures necessary for undertaking during the next budget year and recommended provision for financing.

(6) A list of capital projects which should be undertaken within the next five (5) succeeding years.

Sec. 7.05 - PUBLIC HEARING ON BUDGET

~~At the city council meeting when the budget is submitted, the city council shall name the date and place of a public hearing and shall have published in the official newspaper of the city the time and place, which will be not less than ten (10) days nor more than thirty (30) days after the date of the notice.~~ The city council shall conduct public hearings on the proposed budget as required by state law, and shall conduct at least one public hearing. Notice of the public hearing(s) shall be published in a newspaper of general circulation of the county in which the city is located, unless otherwise prescribed by state law, stating the date, time and place as required by state law. At this hearing, interested citizens may express their opinions concerning items of expenditures, giving their reasons for wishing to increase or decrease any items of expense.

Sec. 7.10 - CERTIFICATION: COPIES MADE AVAILABLE

A copy of the budget, as fully adopted, shall be filed with the city secretary and such other places required by state law ~~or~~ and as the city council ~~shall~~ may designate. The final budget shall be printed, ~~mimeographed or otherwise reproduced~~ and ~~sufficient~~

copies shall be made available for the use of all offices, agencies, and for the use of interested persons and civic organizations.

Sec. 7.15 - PURCHASING

(1) The city council may, by ordinance, give the city manager authority to contract for expenditure without further approval of the city council for all budgeted items not exceeding limits set by the city council. All contracts for expenditures involving more than the set limits must be expressly approved in advance by the city council. All contracts or purchases involving more than the limits set by the city council shall be let to the lowest bidder or the bidder that provides the best value as allowed by state law, whose submittal is among those responsive to the needs of the city after there has been opportunity for competitive bidding as provided by law or ordinance, unless competitive bidding is prohibited or not required by state law. The city council, or the city manager as he is authorized to act for the city, shall have the right to reject any and all bids.

(2) Emergency contracts as authorized by law and this Charter may be negotiated by the city council, or the city manager if given authority by the city council, without competitive bidding. Such emergency shall be declared by the city manager and approved by the city council, or may be declared by the city council.

Sec. 7.18 - INDEPENDENT AUDIT

At the close of each fiscal year, and at such other times as may be deemed necessary, the city council shall call for an independent audit to be made of all accounts of the city by a certified public accountant. No more than five (5) consecutive annual audits shall be completed by the same firm unless no other certified public accountants have submitted a proposal to provide audit services for the city, in which event the existing certified public accountant may be retained for an additional one (1) year period(s) until another certified public accountant is available and selected by the City. The certified public accountant selected shall have no personal interest, directly or indirectly, in the financial affairs of the city or any of its officers. The report of the audit, with the auditor's recommendations will be made to the city council. Upon completion of the audit, copies of the audit will be placed on file in the city secretary's office as a public record.

Section 8.01 (3)

(3) All boards, commissions and committees of the city shall keep and maintain minutes of any proceedings held and shall submit the minutes ~~a written report of such proceedings~~ to the city council no more than two (2) weeks after approval of the minutes of each such meeting. All meetings of any board, commission or committee created, established or appointed by this Charter or the city council

shall be open to the public, unless otherwise permitted by law, and shall be subject to the laws of this state, as amended, concerning public meetings.

Section 8.01 (4)

(4) No officer of the city nor any person who holds a compensated appointive position with the city shall be appointed to any board, commission or committee created or established by this Charter other than in an advisory capacity, except as otherwise provided by state law.

Sec. 8.01 (5)
(5) Any member of a board, commission or committee who is absent from three (3) consecutive regular meetings ~~shall forfeit his~~ may be removed by the City Council from such position on the board, commission or committee and his position shall be filled by the city council within thirty (30) days of his forfeiture.

Sec. 8.02 - BOARDS AND COMMISSIONS ENUMERATED

(1) Planning and Zoning Commission. There is hereby established a planning and zoning commission, whose purpose, composition, function, duties, and tenure shall be as set out in Article IX of this Charter.

(2) Board of Adjustment. There is hereby established a board of adjustment and appeals ~~whose purpose, composition, function, duties and tenure shall be as set out in Article IX of this Charter~~ which shall consist of at least five (5) members and may include four (4) alternates, appointed by a majority of the city council for a term of two (2) years. The city council shall, by ordinance, provide standards and procedures for such board to hear and determine appeals of administrative decisions, petition for variances in the case of peculiar and unusual circumstances which would prevent the reasonable use of land and such other matters as may be required by the city council or by Chapter 211 of the Local Government Code, as amended. Each case before the board must be heard by at least seventy-five percent (75%) of the members and the concurring vote of at least seventy-five percent (75%) members of the board present shall be necessary to reverse any order, requirement, decision or determination of any administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass or to affect any variance in the zoning ordinance. Removal of members of the board of adjustment shall be by the city council for cause on a written charge after a public hearing for the unexpired term by the city council. Alternate board members will be appointed by the city council in the same manner as regular members. Vacancies and removals shall follow the same procedures as for regular members.

(3) Parks and Recreation. The city council shall appoint a parks and recreation board consisting of seven (7) members who are qualified voters of the City of

Sachse. These members shall serve for two (2) year terms. The parks and recreation board will work in an advisory capacity to the city council in the planning and developing of parks and recreation facilities and regulations governing their use. Meetings will be held monthly and shall be conducted at a time, date, and place designated by the chairman.

(4) Library Board. The city council shall appoint a library board consisting of seven (7) members who are qualified voters of the City of Sachse. Members of the library board shall hold office for two (2) year terms. Meetings of the library board will meet at least once each calendar quarter, at a time, date, and place designated by the chairman. The board will work as an advisory board to the city council relating to the establishment and use of the library, the nature of the services rendered or to be rendered by the library, the manner in which the library service may be coordinated with the services of other libraries which render services to the city and such other matters as the city council may deem beneficial to the City of Sachse.

Section 8.03

Subject to the provisions of any law of the State of Texas, an appeal may be taken to the city council from any decision of any board, commission, committee, or other body except from decisions of the planning and zoning commission and the board of adjustment. Such appeals shall be perfected by filing a sworn notice of appeal with the city secretary within thirty (30) days from the rendition of the decision of the board, commission, committee or other body. Prior to the institution of any appeal in a court of law by the aggrieved person from a decision of such board, commission, committee or other body, appeal must be first perfected to the city council.

Section 9.01 (1)

(1) The city council shall create and establish a Planning and Zoning Commission which shall consist of seven (7) members, and may include alternates, who shall be appointed by the city council to staggered, overlapping two (2) year terms. The commission members shall be qualified voters in the city. Any vacancy occurring during the unexpired term of a member shall be filled by the city council within thirty (30) days from the date of vacancy for the remainder of the unexpired term. A majority of the members shall constitute a quorum. Removal of members of the planning and zoning commission shall be in accordance with the provisions of Article VIII, Section 8.01(2) of this Charter.

Section 9.04- The ~~Master~~ Comprehensive Plan: Procedure and Legal Effect

(1) The existing ~~master~~ comprehensive plan for the physical development of the city contains recommendations for the growth, development and beautification of the city and its extraterritorial jurisdiction. Additions to and amendments of the ~~master~~ comprehensive plan shall be by resolution, but before any such revision, the commission shall hold at least one (1) public hearing on the proposed action.

(2) A copy of the proposed revisions to the ~~master~~ comprehensive plan shall be forwarded to the city manager who shall submit the proposal to the city council, together with his recommendations, if any. The city council, after a public hearing, shall adopt or reject such proposed revision or any part thereof as submitted within sixty (60) days following its submission by the city manager. If the proposed revisions or part thereof should be rejected by the city council, the planning and zoning commission may make modifications and again forward it to the city manager for submission to the city council.

(3) Following the adoption of the ~~master~~ comprehensive plan by the city council, it shall serve as a guide to all future city council action concerning land use and development regulations and expenditures for capital improvements. ~~Any proposal which deviates from the master comprehensive plan shall not be authorized until and unless the locations and extent thereof shall have been submitted to and approved by the planning and zoning commission. In case of disapproval, the commission shall communicate its reasons to the city council, which shall have the power to overrule such disapproval, and upon such overruling, the city council or the appropriate office, department or agency shall have the authority to proceed. The failure of the commission to act within thirty (30) days after the date of official submission to the commission shall be deemed approval, unless a longer period be granted by the city council or submitting official.~~

~~Sec. 9.05 - BOARD OF ADJUSTMENT~~

~~The city council shall create and establish a board of adjustment which shall consist of five (5) members and four (4) alternates, which shall be appointed by a majority of the city council for a term of two (2) years. The city council shall, by ordinance, provide standards and procedures for such board to hear and determine appeals of administrative decisions, petition for variances in the case of peculiar and unusual circumstances which would prevent the reasonable use of land and such other matters as may be required by the city council or by Chapter 211 of the Local Government Code, as amended. Each case before the board must be heard by at least four (4) members and the concurring vote of at least four (4) members of the board present shall be necessary to reverse any order, requirement, decision or determination of any administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass or to affect any variance in the zoning ordinance. Removal of members of the board of adjustment shall be by the city council for cause on a written charge after a public hearing for the unexpired term by the city council. Alternate board members will~~

~~be appointed by the city council in the same manner as regular members. Vacancies and removals shall follow the same procedures as for regular members.~~

Sec. 10.02

(1) The caption ~~A summary~~ of an ordinance granting, renewing, extending or amending a public service or utility franchise, shall be read at one meeting of the city council and also be available for public review at one additional meeting and shall not take effect until thirty (30) days after the second meeting. Within fifteen (15) days following the first reading of the ordinance caption ~~summary~~, the ordinance caption ~~summary~~ shall be published once in a newspaper of general circulation in the city. The expense of such publication shall be borne by the prospective franchisee.

Charter Review Commission
City of Sachse
Minutes of Meeting
January 3, 2013
7:00 p.m., Sachse City Hall

Members
Charles Smith Chairperson
Gary Overby-Vice-Chairperson
Sheila LaTorres-2nd Vice-Chairperson
Cullen King
Ed Brown
Mark Caldwell
Tom Osvold
Jeff Bickerstaff
Chris Lam
Frank Millsap
Charles Elk
Keith Allen
Stan Hensley
Patsy Covington
And all were present except:
Patsy Covington, Mark Caldwell and Cullen King

Others in Attendance
Pete Smith, City Attorney
Billy George, City Manager
Terry Smith, City Secretary

The Charter Review Commission of the City of Sachse held a Meeting on Thursday, January 3, 2013 at 7:00 p.m. at Sachse City Hall, 3815-B Sachse Road, to consider the following items:

1. Call to Order----------Chairperson Charles Smith

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

3. Regular Agenda Items:

12-1265 Consider approval of the minutes of the December 6, 2012 meeting: Following discussion, Jeff Bickerstaff moved to approve 12-1265, minutes of the December 6, 2012 meeting. The motion was seconded by Ed Brown and carried unanimously.

12-1266 Consider proposed changes to the Sachse Home Rule Charter:
Following discussion, Ed Brown moved to change to Section 10.02 (1), to remove the word summary and replace with the words The Caption, as proposed by the City Attorney. The motion was seconded by Frank Millsap and carried unanimously.

Sec. 10.02 - ORDINANCE GRANTING FRANCHISE

(1) The caption ~~A summary~~ of an ordinance granting, renewing, extending or amending a public service or utility franchise, shall be read at one meeting of the city council and also be available for public review at one additional meeting and shall not take effect until thirty (30) days after the second meeting. Within fifteen (15) days following the first reading of the ordinance caption ~~summary~~ the ordinance summary shall be published once in a newspaper of general circulation in the city. The expense of such publication shall be borne by the prospective franchisee.

Following discussion, it was determined the City Attorney would bring a recap of all proposed changes for Commission review at the next meeting and consider a transmittal letter to the City Council.

The next meeting is January 17, 2013 at 7:00 p.m.

There being no further business, Chris Lam moved to adjourn at 8:05 p.m. The motion was seconded by Sheila LaTorres and carried unanimously.

Approved:

Secretary

Chairperson

Charter Review Commission
City of Sachse
Minutes of Meeting
December 6, 2012
7:30 p.m., Sachse City Hall

Members
Charles Smith Chairperson
Gary Overby-Vice-Chairperson
Sheila LaTorres-2nd Vice-Chairperson
Cullen King
Ed Brown
Mark Caldwell
Tom Osvold
Jeff Bickerstaff
Chris Lam
Frank Millsap
Charles Elk
Keith Allen
Stan Hensley
Patsy Covington
And all were present except:
Patsy Covington, Tom Osvold

Others in Attendance
Pete Smith, City Attorney
Billy George, City Manager
Terry Smith, City Secretary

The Charter Review Commission of the City of Sachse held a Meeting on Thursday, December 6, 2012 at 7:30 p.m. at Sachse City Hall, 3815-B Sachse Road, to consider the following items:

1. Call to Order----------Chairperson Charles Smith

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

3. Regular Agenda Items:

12-1203 Consider approval of the minutes of the November 15, 2012 meeting: Following discussion, Cullen King moved to approve 12-1241, minutes of the November 15, 2012 meeting. The motion was seconded by Jeff Bickerstaff and carried unanimously.

12-1140 Consider proposed changes to the Sachse Home Rule Charter:
Following discussion, Ed Brown moved to approve the change to Section 8.01 (3), as proposed by the City Attorney. The motion was seconded by Chris Lam and carried unanimously.

Article VIII. BOARDS AND COMMISSIONS

Sec. 8.01 – AUTHORITY, COMPOSITION AND PROCEDURES

(3) All boards, commissions and committees of the city shall keep and maintain minutes of any proceedings held and shall submit ~~a written report~~ minutes of such proceedings to the city council no more than two (2) weeks after approval of the minutes of each such meeting. All meetings of any board, commission or committee created, established or appointed by this Charter or the city council shall be open to the public, unless otherwise permitted by law, and shall be subject to the laws of this state, as amended, concerning public meeting

Following discussion, it was determined the City Attorney would reword Section 8.01 (4) and (5) for Commission review at the next meeting.

Following discussion, Stan Hensley moved to approve the change to Section 8.01 (5), as proposed by the City Attorney. The motion was seconded by Ed Brown and carried unanimously.

(5) Any member of a board, commission or committee who is absent from three (3) consecutive regular meetings may be removed by the City Council from such position on their Board. ~~within thirty (30) days of his forfeiture.~~

Following discussion, Jeff Bickerstaff moved to approve the change to Section 8.03 as proposed by the City Attorney. The motion was seconded by Charles Elk and carried with Frank Millsap voting no.

Sec. 8.03 - APPEALS TO CITY COUNCIL

Subject to the provisions of any law of the State of Texas, an appeal may be taken to the city council from any decision of any board, commission, committee, or other body except from decisions of the board of adjustment <u>and the planning and</u> zoning <u>commission or provided otherwise by ordinance</u> . Such appeals shall be perfected by filing a sworn notice of appeal with the city secretary within thirty (30) days from the rendition of the decision of the board, commission, committee or other body. Prior to the institution of any appeal in a court of law by the aggrieved person from a decision of such board, commission, committee or other body, appeal must be first perfected to the city council.

Following discussion, Cullen King moved to approve the change to Section 9.01 as proposed by the City Attorney. The motion was seconded by Jeff Bickerstaff and carried with Chris Lam voting no.

Sec. 9.01 – ORGANIZATION

(1) The city council shall create and establish a Planning and Zoning Commission which shall consist of seven (7) members <u>and may include alternates</u> who shall be appointed by the city council to staggered, overlapping two (2) year terms. The commission members shall be qualified voters in the city. Any vacancy occurring during the unexpired term of a member shall be filled by the city council within thirty (30) days from the date of vacancy for the remainder of the unexpired term. A majority of the members shall constitute a quorum. Removal of members of the planning and zoning commission shall be in accordance with the provisions of Article VIII, Section 8.01(2) of this Charter.

Following discussion, it was determined the City Attorney would reword Section 9.04 (3) for Commission review at the next meeting.

Following discussion, it was determined the City Attorney would reword Section 9.05 {to be moved to Section 8.02 (2)} for Commission review at the next meeting.

It was determined Sections 10-14 would be reviewed at the next meeting on January 3, 2013 at 7:00 p.m.

There being no further business, Cullen King moved to adjourn at 8:40 p.m. The motion was seconded by Keith Allen and carried unanimously.

Secretary

Approved:

Chairperson

Charter Review Commission
City of Sachse
Minutes of Meeting
November 15, 2012
7:00 p.m., Sachse City Hall

Members
Charles Smith Chairperson
Gary Overby-Vice-Chairperson
Sheila LaTorres-2nd Vice-Chairperson
Cullen King
Ed Brown
Mark Caldwell
Tom Osvold
Jeff Bickerstaff
Frank Millsap
Charles Elk
Keith Allen
Stan Hensley
Patsy Covington

Absent
Chris Lam

Others in Attendance
Joe Gorfida, City Attorney
Billy George, City Manager
Terry Smith, City Secretary

The Charter Review Commission of the City of Sachse held a Meeting on Thursday, November 15, 2012 at 7:00 p.m. at Sachse City Hall, 3815-B Sachse Road, to consider the following items:

1. Call to Order----------Chairperson Charles Smith

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

3. Regular Agenda Items:

12-1203 Consider approval of the minutes of the November 1, 2012 meeting: Following discussion, Ed Brown moved to approve 12-1203, minutes of the November 1, 2012 meeting with the change to the adjournment time of 9:12 p.m. The motion was seconded by Jeff Bickerstaff and carried unanimously.

12-1171 Consider proposed changes to the Sachse Home Rule Charter:
Following discussion, Jeff Bickerstaff moved to approve the City Attorney submitted changes to Sections 3.01 thru 3.14. The motion was seconded by Gary Overby and carried unanimously.

Sec. 3.01 - COMPOSITION

The council shall be composed of a mayor and six (6) council-members. Each council position shall be designated as a Place, to be determined as set forth in Sec. 3.02 of this Article. The mayor and council members shall be elected at large, and shall serve for a term of three (3) years as prescribed by the Texas Election Code and until his or her successor has been elected and duly qualified. Elections for two places shall be held each year, and the election for mayor shall be held every three years. If the candidate with the highest number of votes in an election receives less than a majority vote, then a runoff election shall be held between the two candidates receiving the highest number of votes. Such runoff election shall be held pursuant to the provisions of the Texas Election Code and applicable ordinances.

Sec. 3.05 - MAYOR AND MAYOR PRO TEM

(1) The mayor shall be the official head of the city government. He shall be the chairman and shall preside at all meetings of the city council. The mayor shall have the same voting rights and responsibilities as the other members of the city council, but shall have no power to veto. He shall, when authorized by the city council, sign all official documents, such as ordinances, resolutions, conveyances, grant agreements~~, official plats~~, contracts and bonds, unless authorization has been delegated by the City Council to the city manager or other official. The mayor~~He~~ shall perform such other duties consistent with this Charter as may be imposed upon the mayor~~him~~ by the city council.

Sec. 3.06 - VACANCIES, FORFEITURES AND FILLING OF VACANCIES

(1) The office of a city council member or the mayor shall become vacant upon his death, resignation, forfeiture of, or removal from office by any manner authorized by law.

(2) If any member of the city council is absent from four (4) of seven (7) consecutive regular meetings, without explanation acceptable to a majority of the remaining city council members, his office shall be declared vacant at the next regular meeting of the city council by resolution. In addition, any member of the city council who has been absent for six (6) consecutive regular meetings due to any reason shall have his seat declared vacant at the next regular meeting of the city council by resolution.

(3) Any member of the city council who ceases to possess the required qualifications for office or who is convicted of a felony or of a misdemeanor involving moral turpitude or is convicted of violating state law concerning conflict of interest shall forfeit his office. Every forfeiture shall be declared and enforced by a majority of the city council.

(4) A vacancy or vacancies in the position of mayor or council member shall be filled by majority vote of the qualified voters at a special election called for such purpose on the next uniform election date as provided by state law. If the candidate with the highest number of votes in such special election receives less than a majority vote, then a runoff election shall be held between the candidate receiving the highest number of votes and the candidate receiving the next highest number of votes. Such special and runoff elections shall be held pursuant to the provisions of the Texas Election Code and applicable ordinances.

~~(5) Reserved.~~

~~(6) Reserved.~~

~~(7) Reserved.~~

Sec. 3.13 - RULES OF PROCEDURE

The city council shall conduct~~s~~ its meetings in accordance with Robert's Rules of Order. The city council shall determine its own order of business. The city council shall provide that the citizens of the city shall have a reasonable opportunity to clearly hear and be heard at public hearings with regard to specific matters under consideration. The city council shall provide for minutes to be taken and recorded for all meetings as required by law. Such minutes shall be a public record and shall be kept and maintained by the city secretary.

Sec. 3.14 - PASSAGE OF ORDINANCES IN GENERAL

(1) The city council shall legislate by ordinance only, and the enacting clause of every ordinance shall be "Be it ordained by the City Council of the City of Sachse, Texas …" Each proposed ordinance shall be introduced in the written or printed form required for adoption. No ordinance shall contain more than one (1) subject which shall be clearly expressed in its caption~~title~~. General appropriation ordinances may contain various subjects and accounts for which monies are to be appropriated. After adoption, an ordinance shall not be amended or repealed except by the adoption of another ordinance amending or repealing the original ordinance. Except where an ordinance is repealed in its entirety, the amendatory or repealing ordinance shall set out in full the ordinance sections or subsections to be amended or repealed and shall indicate new language by enclosing it in quotation marks. Copies of proposed ordinances, in the form required for adoption, shall be furnished to members of the city council before the city council meeting at which such ordinance is to be considered~~first reading~~. Copies of the proposed ordinance, in the form required for adoption, shall be available at the city offices and shall be furnished to citizens upon request to the city secretary from and after the date on which such proposed ordinance is posted as an agenda item for a city council meeting and, if amended, shall be available and furnished in amended form for as long as the proposed ordinance is before the city council.

(2) A proposed ordinance which has been amended in substance after its placement on the agenda for a city council meeting may not be voted on at such city council meeting, unless the mayor announces at such city council meeting the amendments to such ordinance. ~~Such amended ordinance shall be placed upon the agenda of a subsequent meeting of the city council in accordance with the provisions of this Article.~~ All persons interested in such ordinance shall have a reasonable opportunity to be heard.

(3) Every ordinance shall become effective upon adoption or at any later time(s) specified in the ordinance, except that every ordinance imposing any penalty, fine or forfeiture shall become effective only after having been published once in its entirety or summary form after adoption, in a newspaper as required by law~~designated as the official newspaper of the city.~~

(4) The reading aloud of a title and caption of the ordinance shall suffice as a reading provided printed copies of the ordinance in the form required for adoption are in front of all members of the city council. If a majority of the members present request that the ordinance be read in its entirety, it must be read.

Following discussion, Cullen King moved to remove the 2nd sentence in **SEC. 5.05 TAKING OF OFFICE** (1) Each newly elected city council member shall be inducted into office at the first regular or specially called city council meeting following the city council meeting in which the election is canvassed and certified. ~~Such induction into office shall be the second item of business, with consideration of approval of the minutes of the previous meeting being the first item of business~~. The motion was seconded by Charles Elk and carried with Stan Hensley voting no.

Following discussion, Ed Brown moved to remove the 2nd sentence in **Sec. 6.09 CALLING OF RECALL ELECTION** If the officer whose removal is sought does not resign, then the city council shall order an election and set the date for holding such recall election. ~~The date selected for the recall election shall be not less than twenty-five (25) days nor more than thirty-five (35) days after the date the petition was presented to the city council~~. If, after the recall election date is established, the officer vacates his position, the election shall be cancelled. Any election order so issued shall fully comply with the Texas Election Code. The motion was seconded by Frank Millsap and carried unanimously.

Following discussion, Jeff Bickerstaff moved to approve the change to **Sec. 7.02, SUBMISSION OF BUDGET AND BUDGET MESSAGE** as submitted by the City Attorney: The city manager, shall, not later than the 15th day ~~during the month~~ of August of each year, or other date prescribed by state law, prepare and submit the proposed budget covering the next ensuing fiscal year, to the city council. In preparing this budget, each employee, officer, board, and department shall assist the city manager by furnishing all necessary information. The city manager's budget document shall contain: .The motion was seconded by Ed Brown and carried unanimously.

Following discussion, Cullen King moved to approve the change to **Sec. 7.05, PUBLIC HEARING ON BUDGET** as submitted by the City Attorney: ~~At the city council meeting when the budget is submitted, the city council shall name the date and place of a public hearing and shall have published in the official newspaper of the city the time and place, which will be not less than ten (10) days nor more than thirty (30) days after the date of the notice.~~ The City Council shall conduct public hearings on the proposed budget as required by state law, and shall conduct at least one public hearing. Notice of the public hearing(s) shall be published in a newspaper of general circulation of the county in which the city is located, unless otherwise prescribed by state law, stating the date, time and place as required by State Law. The motion was seconded by Mark Caldwell and carried unanimously.

Following discussion, Gary Overby moved to modify **Sec. 7.10 CERTIFICATION: COPIES MADE AVAILABLE** as proposed by the City Attorney: A copy of the budget, as fully adopted, shall be filed with the city secretary and such other places required by state law or as the city council shall designate. The final budget shall be printed, ~~mimeographed or otherwise reproduced~~ and ~~sufficient~~ copies shall be made available for the use of all offices. The motion was seconded by Mark Caldwell and carried unanimously.

Following discussion, Stan Hensley moved to modify **Sec. 7.15 PURCHASING** as proposed by the City Attorney:

(1) The city council may, by ordinance, give the city manager authority to contract for expenditure without further approval of the city council for all budgeted items not exceeding limits set by the city council. All contracts for expenditures involving more than the set limits must be expressly approved in advance by the city council. All contracts or purchases involving more than the limits set by the city council shall be let to the lowest bidder or the bidder that provides the best value as allowed by state law, whose submittal is among those responsive to the needs of the city after there has been opportunity for competitive bidding as provided by law or ordinance, unless competitive bidding is prohibited or not required by state law. The city council, or the city manager as he is authorized to act for the city, shall have the right to reject any and all bids. The motion was seconded by Ed Brown and carried unanimously.

It was determined the City Attorney would revise Sec. 7.18 INDEPENDENT AUDIT for submittal to the Commission.

Next Meeting on December 6th, starting time will be 7:30 p.m. Sections 8-9 of the Charter will be covered. The December 20th meeting will be cancelled due to the holidays.

4. Adjourn: There being no further business Cullen King moved to adjourn the meeting. The motion was seconded by Jeff Bickerstaff and carried unanimously. The meeting adjourned at 8:30 p.m.

Terry Smith
Secretary

Approved:
Charles W Smith
Chairperson

Charter Review Commission
City of Sachse
Minutes of Meeting
November 1, 2012
6:30 p.m., Sachse City Hall

Members
Gary Overby-Vice-Chairperson
Sheila LaTorres-2nd Vice-Chairperson
Cullen King
Ed Brown
Mark Caldwell
Tom Osvold
Jeff Bickerstaff
Frank Millsap
Charles Elk
Keith Allen
Stan Hensley

Others in Attendance
Pete Smith, City Attorney
Billy George, City Manager
Terry Smith, City Secretary

Absent
Chris Lam, Charles Smith, Patsy Covington

The Charter Review Commission of the City of Sachse held a Meeting on Thursday, November 1, 2012 at 6:30 p.m. at Sachse City Hall, 3815-B Sachse Road, to consider the following items:

1. Call to Order----------Vice-Chairperson Gary Overby

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

3. Regular Agenda Items:

12-1172 Consider approval of the minutes of the October 22, 2012 meeting: Following discussion, Cullen King moved to approve 12-1172, minutes of the October 22, 2012 meeting. The motion was seconded by Ed Brown and carried unanimously.

12-1171 Consider proposed changes to the Sachse Home Rule Charter:
Following discussion, Stan Hensley moved to correct the wording on Section 3.01 second to last sentence in paragraph to read: ".....the a runoff election shall be held between the two candidates receiving....." The motion was seconded by Frank Millsap and carried unanimously.

Following discussion, Mark Caldwell moved to correct the wording on Section 3.06 (4) second to last sentence in paragraph to read: ".....receiving the highest number of votes and the candidate receiving....." The motion was seconded by Jeff Bickerstaff and carried with Frank Millsap voting no.

Following discussion, Vice-Chairperson Overby called for a vote if the intent of the commission is to set compensation for the City Council (Section 3.04): 2 commission members were for the proposal and 9 members were against.

Following discussion, Cullen King moved to revise wording on Section 3.05 (4) third sentence to read: "He shall, when authorized by the City Council, sign all official documents, such as ordinances, resolutions, conveyances, grant agreements, contracts and bonds unless authorization has been delegated

by the City Council to the City Manager or another official." The motion was seconded by Tom Osvold and carried unanimously.

Following discussion, Ed Brown moved to correct the wording on Section 3.13 (1) first sentence in paragraph to read: "The City Council shall conduct(s) its meetings…." The motion was seconded by Cullen King and carried unanimously.

Following discussion, Ed Brown moved to correct the wording on Section 3.14 (1) third sentence in paragraph shall be deleted: "~~No ordinance shall contain more than one (1) subject which shall be clearly expressed in its title~~" The motion was seconded by Cullen King and carried unanimously.

Following discussion, Cullen King moved to correct the wording on Section 3.14 (1) sixth sentence in paragraph to read: "Copies of proposed ordinances, in the form required for adoption, shall be furnished to members of the City Council ~~before the first reading~~. at the City Council meeting at which such ordinance to be considered" The motion was seconded by Mark Caldwell and carried unanimously.

Following discussion, Sheila LaTorres moved to correct the wording on Section 3.14 (1) seventh sentence in paragraph to read: "Copies of the proposed ordinance, in the form required for adoption, shall be available at city offices and shall be furnished to citizens upon request to the City Secretary….." The motion was seconded by Jeff Bickerstaff and carried unanimously.

Following discussion, Vice-Chairperson Overby called for a vote if the intent of the commission is to delete Section 3.14 (2) completely: 2 commission members were for the proposal and 9 members were against.

Following discussion, Sheila LaTorres moved for the City Attorney to bring back revised wording on Section 3.14 to include an announcement by the Mayor regarding the change. The motion was seconded by Cullen King and carried with Jeff Bickerstaff and Frank Millsap voting no.

4. Adjourn: There being no further business Jeff Bickerstaff moved to adjourn the meeting. The motion was seconded by Sheila LaTorres and carried unanimously. The meeting adjourned at 9:12 p.m.

Approved:

Charles W Smith
Chairperson

Terry Smith
Secretary

Charter Review Commission
City of Sachse
Minutes of Meeting
January 17, 2013
7:00 p.m., Sachse City Hall

Members
Charles Smith Chairperson
Gary Overby-Vice-Chairperson
Sheila LaTorres-2nd Vice-Chairperson
Cullen King
Ed Brown
Mark Caldwell
Tom Osvold
Jeff Bickerstaff
Chris Lam
Frank Millsap
Charles Elk
Keith Allen
Stan Hensley
Patsy Covington
And all were present except:

Others in Attendance
Joe Gorfida, City Attorney
Billy George, City Manager
Terry Smith, City Secretary

The Charter Review Commission of the City of Sachse held a Meeting on Thursday, January 17, 2013 at 7:00 p.m. at Sachse City Hall, 3815-B Sachse Road, to consider the following items:

1. Call to Order----------Chairperson Charles Smith

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

3. Regular Agenda Items:

12-1291 Consider approval of the minutes of the January 3, 2013 meeting: Following discussion, Jeff Bickerstaff moved to approve 12-1291, minutes of the January 3 meeting, as presented. The motion was seconded by Cullen King and carried unanimously.

12-1292 Consider proposed changes to the Sachse Home Rule Charter:
Following discussion, the Commission took a vote to pursue a stipend for the City Council. There were 5 votes for and 9 against, the vote failed.

Following discussion, Cullen King moved to approve all the changes and forward the recommendation and transmittal letter to the City Council. The motion was seconded by Ed Brown and carried unanimously.

There being no further business, Chris Lam moved to adjourn at 7:30 p.m. The motion was seconded by Tom Osvold and carried unanimously.

Approved:

_____
Secretary

_____
Chairperson

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

Legislation Details (With Text)

File #:	13-1307	**Version:** 4	**Name:**	CD - LIGHTING	
Type:	Agenda Item		**Status:**	Agenda Ready	
File created:	1/10/2013		**In control:**	City Council	
On agenda:	2/18/2013		**Final action:**		

Title: Consider approval of an Ordinance of the City of Sachse, Texas, amending the Sachse Code of Ordinances by amending Chapter 11, titled "Zoning", Article 4 titled "General Provisions Applying to All or Several Districts" by adding Section 10 titled "Outdoor Lighting".

Executive Summary
This item is associated with creating lighting regulations for non-residential development in the City. City Council previously conducted a public hearing on this item at the January 21, 2013 meeting. Due to the recommended changes by City Council at this meeting, City Council elected to postpone the item to the February 18, 2013 meeting to allow adequate time to notify surrounding residents that would potentially be impacted by the changes associated with extended lighting times near Heritage Park and Salmon Park.

Sponsors:

Indexes:

Code sections:

Attachments:
CD - LIGHTING - ATTACHMENT 1.pdf
CD - LIGHTING - ATTACHMENT 2.pdf
CD - LIGHTING - DRAFT ORD VERSION 1.pdf
CD - LIGHTING - DRAFT ORD VERSION 2.pdf
CD - LIGHTING - DRAFT ORD VERSION 3.pdf

Date	Ver.	Action By	Action	Result

Title

Consider approval of an Ordinance of the City of Sachse, Texas, amending the Sachse Code of Ordinances by amending Chapter 11, titled "Zoning", Article 4 titled "General Provisions Applying to All or Several Districts" by adding Section 10 titled "Outdoor Lighting".

Executive Summary

This item is associated with creating lighting regulations for non-residential development in the City. City Council previously conducted a public hearing on this item at the January 21, 2013 meeting. Due to the recommended changes by City Council at this meeting, City Council elected to postpone the item to the February 18, 2013 meeting to allow adequate time to notify surrounding residents that would potentially be impacted by the changes associated with extended lighting times near Heritage Park and Salmon Park.

Background

powered by Legistar™

The Planning and Zoning Commission and City Council have previously held multiple discussions on proposed lighting standards. The draft standards for outdoor lighting have been modified to address the issues and areas of concern discussed by both the City Council and the Planning and Zoning Commission. The goals of the outdoor lighting standards are as follows:

- Permit reasonable uses of outdoor lighting for nighttime safety, utility, security, and enjoyment while preserving the ambiance of the night;
- Curtail and reverse any degradation of the nighttime visual environment and the night sky;
- Minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary;
  - Conserve energy and resources to the greatest extent possible;
  - Help protect the natural environment from the damaging effects of night lighting.

The Planning and Zoning Commission voted 5-0 at their January 14, 2013 meeting to recommend approval of this Ordinance, with the condition in Section 10.9, which excludes the exception for any light source 15 watts and under being permitted as a non-cutoff fixture.

At the January 21, 2013 City Council meeting, City Council made a motion to table this item to the February 4, 2013 meeting in order to include additional language to permit the "lighting used for the illumination of recreational and sporting areas" to be permitted on Sunday nights until 11:00pm. In order to allow for notification to adjacent residents via mail and the City as a whole via newspaper, City Council elected to postpone this item until the February 18, 2013 City Council meeting. City Staff published a legal notice, which ran in the January 31, 2013 edition of the Sachse News. Also, Staff mailed notices to 117 surrounding property owners (Attachment 1 and Attachment 2).

As a result of Planning and Zoning Commission's recommendation and the direction received by City Council at the January 21, 2013 meeting, three versions of the proposed Ordinance have been included for consideration by City Council.

- Version #1 removes the exception as recommended by Planning and Zoning Commission
- Version #2 does not remove the exception as recommended by Planning and Zoning Commission
- Version #3 is the same as Version #1 with the inclusion of language to permit the "lighting used for the illumination of recreational and sporting areas" to be permitted on Sunday nights until 11:00pm. ***(This is the version that includes the modifications proposed by both Planning and Zoning Commission and City***

Council.)

Policy Considerations

The City of Sachse does not have existing standards for outdoor lighting for commercial uses in the city. Lighting standards, if adopted, would not only dictate the style and height of the light fixtures, but would also regulate the lighting levels on commercial properties and the amount of light spillover onto adjacent properties.

Typically, city lighting ordinances require an additional plan submittal to the city in conjunction with a site plan or building permit submittal. The lighting submittal, as currently proposed, would consist of the following:

(1) Plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, reflectors and other devices, and the mounting height of the light.

(2) Description of the illuminating devices, fixtures, lamps, supports, reflectors and other devices may include, but is not limited to, catalog cuts by manufacturers and drawings.

(3) Photometric plans showing illumination levels on the property, at the property line and just beyond the property line, as well as other data such as that furnished by manufacturers or similar data showing the angle of cutoff for light emissions.

The photometric plan would by generated by computer software that uses data from the lighting manufacturer, fixture mounting height and proposed site details to give a point by point accounting of proposed lighting levels. The plan will accurately estimate the future lighting levels across the subject property and onto adjacent properties, allowing staff to determine if the proposed development meets the lighting standards before it gets approved and built.

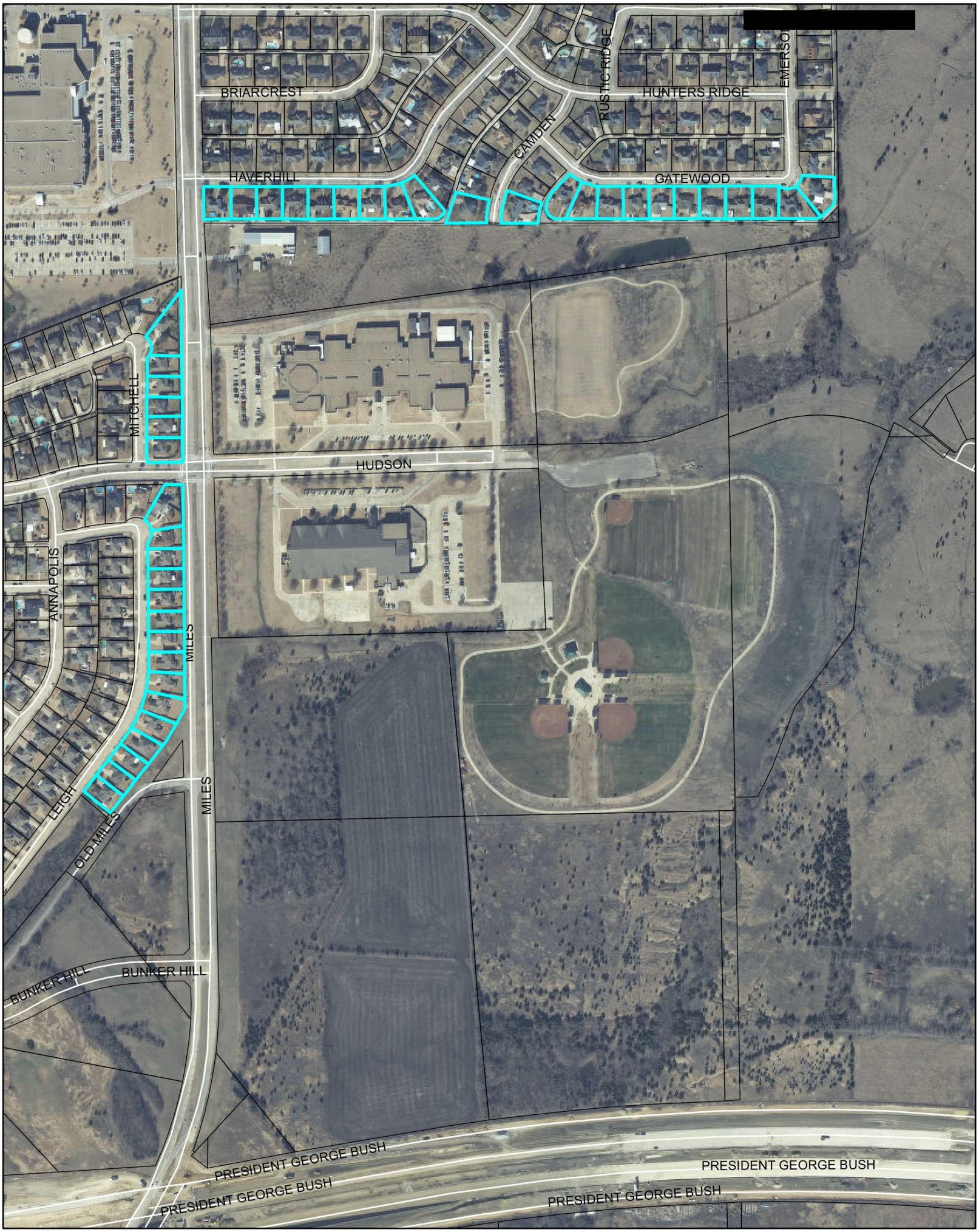
Lighting complaints on completed projects can be measured with a digital light meter to determine whether or not the site lighting is in compliance with city standards.

Staff is recommending approval of Version #3 of the Ordinance, which is consistent with the recommended changes from both City Council and Planning and Zoning Commission.

Staff Recommendations

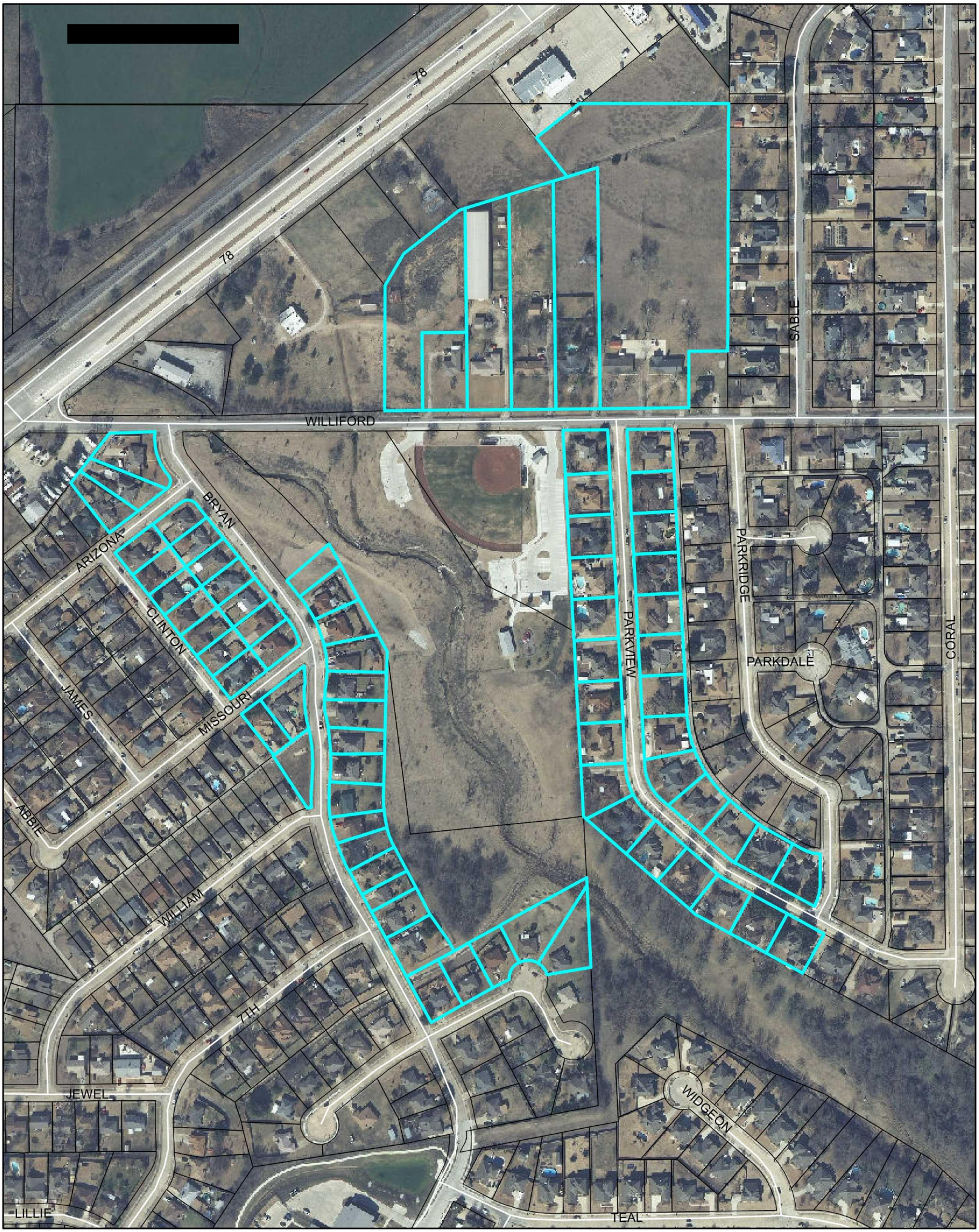
Staff recommends approval of an Ordinance of the City of Sachse, Texas, amending the Sachse Code of Ordinances by amending Chapter 11, titled "Zoning", Article 4 titled "General Provisions Applying to All or Several Districts" by adding Section 10 titled "Outdoor Lighting".

powered by Legistar™



0 250 500 Feet

LIGHT AT BALL FIELD MAIL-OUT, HERITAGE PARK



0 250 500 Feet

LIGHT AT BALL FIELD MAIL-OUT, SALMON PARK

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE SACHSE CODE OF ORDINANCES BY AMENDING CHAPTER 11, TITLED "ZONING", BY AMENDING ARTICLE 4 TITLED "GENERAL PROVISIONS APPLYING TO ALL OR SEVERAL DISTRICTS" BY ADDING SECTION 10 TITLED "OUTDOOR LIGHTING"; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND ($2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sachse City Council has determined that it is necessary to provide for comprehensive regulations regarding the provision of outdoor lighting on private property within the City; and

WHEREAS, the Planning and Zoning Commission of the City of Sachse and the governing body of the City of Sachse, in compliance with state laws applying to amending the Zoning Ordinance and Map, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the governing body of the City of Sachse is of the opinion that said Zoning Ordinance should be amended as provided herein;

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

SECTION 1. The Code of Ordinances, City of Sachse, Texas, be amended, by amending Chapter 11 titled "Zoning", by amending Article 4 titled "General Provisions Applying to All or Several Districts" by adding Section 10 titled "Outdoor Lighting", to read as follows:

"Chapter 11

ZONING

. . . . .

ARTICLE 4. GENERAL PROVISIONS APPLYING TO ALL OR SEVERAL DISTRICTS

. . . .

Sec. 10. Lighting.

10.1 *General.* This section establishes minimum criteria for the installation, use and maintenance of outdoor lighting.

10.2 *Purpose.* The purpose of the lighting standards is to:

A. Preserve and enhance the lawful nighttime use and enjoyment of property;

B. Protect drivers and pedestrians on nearby travel ways from disabling glare from non-vehicular light sources that shine directly into their eyes, thereby, impairing safe travel;

C. Shield neighboring properties from nuisance glare and trespass resulting from improperly directed or unshielded light sources;

D. Prevent and/or lessen light pollution;

E. Promote efficient design and operation with regard to energy conservation; and

F. Curtail the degradation of the nighttime visual environment.

10.3 *Definitions*. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building official means the chief building official for the City of Sachse, or his or her designee, having responsibility to enforce and administer this article.

Bulb or *lamp* means the source of electric light. To be distinguished from the whole assembly, lamp is used to denote the bulb and its housing.

Candela means the unit of luminous intensity in a given direction. It is commonly called one (1) candlepower.

Cutoff fixture means a fixture that provides a cutoff (shielding) of the light emitted.

Diffusing luminaire means one that scatters light substantially in all directions as contrasted with a *directional luminaire* which confines its light principally in an angle of less than one hundred eighty (180) degrees.

Floodlight means a luminaire designed to project its light in a well-defined area. It is directional in character.

Floodlight beam means the angular spread of light between two (2) orthogonal planes each of which equal ten (10) percent of the maximum candlepower within the beam.

Footcandle means the amount of illumination provided by one (1) lumen uniformly distributed on one (1) square foot of surface.

Footlambert means the luminance of a surface uniformly emitting, transmitting, or reflecting one (1) lumen per square foot of surface.

Fixture means the assembly that holds the lamp in a lighting system. It includes the elements designed to give light output control, such as a reflector (mirror) or defractor (lens), the ballast, housing and the attachment parts.

Full cutoff fixture means a fixture that allows no emission above a horizontal plane through the fixture.

Fully shielded means light fixtures that are constructed so all light rays emitted by the fixture are projected below the horizontal plane passing through the lowest point on the fixture from which light is emitted, nearly one-hundred percent (100%) cut-off type, as evidenced by the manufacturer's photometric data.

Glare means direct lighting emitted from a luminary that causes reduced vision or temporary blindness.

High pressure sodium (HPS) means a high intensity discharge lamp where radiation is produced from sodium vapor at relatively high partial pressures (100 tore). HPS is essentially point source light.

Horizontal plane means a line horizontal to the lowest point on the fixture from which light is emitted.

Illumination means the density of the luminous flux (lumens) incident on a surface. It is the quotient of the luminous flux divided by the area of the surface, expressed in footcandles.

Incandescent lamp means any lamp that produces light by heating a filament through use of an electric current.

Installed means the attachment, or assembly fixed in place, whether or not connected to a power source, or any outdoor light fixture.

Kilowatt (kwh) means a unit of energy equal to the work done by one (1) kilowatt (1000 watts) of power acting for one (1) hour.

Light source means a device (such as a lamp) which produces visible energy as distinguished from devices or bodies which reflect or transmit light such as a luminaire.

Light trespass means light falling outside the boundary of property for which it was originally intended or needed. Also referred to as spillover light or obtrusive light.

Low pressure sodium (LPS) means a discharge lamp where the light is produced by radiation from sodium vapor at a relatively low partial pressure (about 0.001 tore). LPS is a "tube source" monochromatic light.

Lumen means the quantity of luminous flux intercepted by a surface of one (1) square foot, all points of which are one (1) foot from a uniform source of one (1) candela. A one-candela source provides 12.57 lumens.

Luminaire means a device or fixture containing a light source and means for directing and controlling the distribution of light from the source.

Luminance means the luminous intensity per unit projected area of a given surface viewed from a given direction; for purposes of this article expressed in candelas divided by distance squared.

Mercury lamp means a high intensity discharge lamp where light is produced by radiation from mercury vapor.

Metal halide lamp means a high intensity discharge lamp where light is produced by radiation from metal halide vapor.

Outdoor lighting fixture means an outdoor artificial illumination device, whether permanent or portable, used for illumination outdoors and shall include but not be limited to devices used for search, spot, flood and area lighting for buildings and structures, recreational facilities, parking areas, landscape lighting, outdoor advertising displays, billboards, signs, public and private street lighting and walkway lighting.

Partially shielded means shielding so that the lower edge of the shield is at or below the centerline of the light source or lamp so as to minimize light transmission above the horizontal plane, or at least ninety percent (90%) of the emitted light projects below the horizontal plane as evidenced by the manufacturer's photometric data.

Photometric means quantitative measurements of light levels and distribution.

Shielding means a physical structure intended to restrict emitted light.

Substantial change means any change to the lamp or bulb that alters the lighting properties of the site, or any change in the type, style or orientation of a light fixture.

10.4 *Applicability and Exemptions.* The lighting standards for the City of Sachse shall apply to all new construction except as follows:

A. Outdoor lighting that lawfully exists as of the date of this ordinance shall be deemed a lawful use. Any substantial change or addition to the existing lighting system, as determined by the Building Official, shall comply with the provisions of this ordinance. If a site substantially changes more than twenty-five percent (25%) of the lighting on a site or adds new lighting that increases the number of light fixtures by more than twenty five percent (25%), the entire site shall comply with the provisions of this ordinance.

B. Commercial sites approved as part of a site plan prior to the ordinance from which this chapter is derived shall conform to the provisions in place at that time. Any substantial change or addition to the existing lighting system shall, as determined by the Building Official, comply with the provisions of this section. If a site substantially changes more than twenty-five percent (25%) of the lighting on a site or adds new lighting that increases the number of light fixtures by more than twenty five percent (25%), the entire site shall comply with the provisions of this ordinance.

C. If a use with existing, non-conforming lighting shall cease operation for a period of more than eighteen (18) months, then such nonconforming lighting shall be deemed permanently abandoned. The lighting on such site shall be brought into conformance with the provisions of this ordinance prior to the redevelopment or re-use of the site.

D. The following uses shall be exempt from the requirements of this section:

(1) Lighting installed by a governmental agency for public benefit on public rights-of-way, parks, and public recreation areas;

(2) Temporary special effects of holiday lighting;

(3) Navigation and airport lighting required by the Federal Aviation Administration for operation of airplanes; and

(4) Emergency lighting by police, fire, and/or municipal, state or federal government authorities.

10.5 *Submittal Requirements.*

A. As part of any site plan application or prior to altering any existing lighting, the applicant shall submit evidence that the proposed work will comply with this chapter. The submission shall contain, but is not be limited to, the following:

(1) Plans I indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, reflectors and other devices, and the mounting height of the light;

(2) Description of the illuminating devices, fixtures, lamps, supports, reflectors and other devices shall include, but is not limited to, catalog cuts by manufacturers and drawings; and

(3) Photometric plans showing illumination levels on the property, at the property line and just beyond the property line, as well as other data such as that furnished by manufacturers or similar data showing the angle of cutoff for light emissions.

B. The required plans, description, and data provided shall be sufficient to enable the plans examiner to readily determine whether compliance with the requirements of this chapter will be secured.

10.6 *Measurement.*

A. *Metering equipment*. Lighting levels shall be measured in footcandles with a direct reading, portable light meter. The meter shall read within an accuracy of plus or minus five percent. It shall have been tested and calibrated by an independent commercial photometric laboratory or the manufacturer within one year of the date of use as attested to by a certificate issued by such laboratory.

B. *Method of measurement*. The meter sensor shall be mounted or held not more than six inches above ground level in a horizontal position. Readings shall be taken only after the cell has been exposed to provide a constant reading. Measurements shall be made when the National Weather Service indicates visibility is six miles or greater such that measurements will not be adversely affected by atmospheric scatter. Measurements shall be made at least one hour after sunset or one hour prior to sunrise with the existing questioned light sources on, then with the same sources off. The difference between the two readings shall be compared to the limitations stated by this section. This procedure eliminates the effects of moonlight and other ambient light. However, if lighting levels comply with the light sources on then no further reading is needed with the light sources off to demonstrate compliance.

C. *Computation of illumination*. Illumination at a point may be computed in lieu of measurement. Computation methods shall consist of an Illumination Engineering Society of North America accepted method, using certified photometric data furnished by the fixture manufacturer, lamp manufacturer, photometric laboratory, or other reliable authority satisfactory to the city. Computations shall be based on new, properly seasoned lamps, new and clean fixtures, and at rated voltage and wattage, with ballasts, lenses, shields, diffusers, and other appurtenances in place, and with proper regard taken for mounting height, relative elevation, natural and man-made objects and industry standard maintenance factors.

10.7 *Illumination.*

A. *Limitations on neighboring property*. The limit of illumination on neighboring property from one establishment shall be based on the zoning of the neighboring property. Maximum computed maintained and maximum measured footcandles at the neighboring property lines shall not exceed:

(1)	Single family and two-family residential districts.	0.25 footcandles
(2)	Multifamily residential districts	0.5 footcandles
(3)	Agriculture	1.0 footcandles
(4)	Nonresidential districts (excluding industrial)	3.0 footcandles
(5)	Rights-of-way and private streets	3.0 footcandles
(6)	Industrial districts	5.0 footcandles

(7) Exception. Illumination at interior property lines on contiguous lots in a multitenant nonresidential development may exceed the above criteria when necessary to provide constant lighting levels of adjoining parking areas, fire lanes and interior access roadways as determined by the Director of Community Development.

B. *Limitations on subject property.* The maximum outdoor maintained computed and measured illumination level on the subject property shall not exceed 20 footcandles at any point, with the following exceptions:

(1) Lighting under canopies (such as service stations) shall not exceed 30 footcandles. All other lighting on the site shall comply with the provisions of this section.

(2) Lighting for car dealerships shall not exceed 30 footcandles within vehicle display areas.

10.8 *Luminance.*

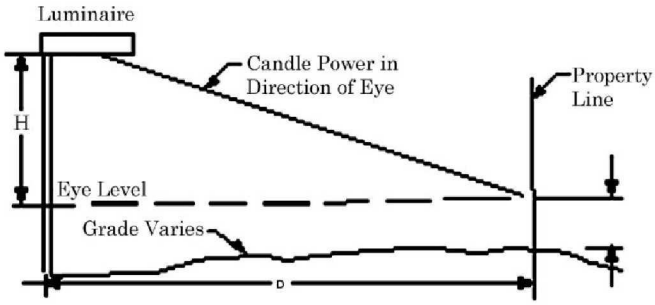
A. *Calculations generally.* If illumination measurements are not practical as determined by the Building Official and no other means of measuring fixture luminance is immediately available, a computation for measuring luminance may be used to determine compliance with this article.

B. Luminance calculations using luminaire photometric data. For the purpose of this article, the luminance shall be computed by the formula:

$$L = \frac{I}{(d^2 + h^2)}$$

where I is the fixture candlepower in candelas in the direction of the point from which the calculations are to be made, d is the shortest distance in feet measured horizontally from the property line to a point directly under the luminaire, and h is the height of the luminaire above the eye level (at the property line) as explained in Figure A below:

A Factors for Luminance Determination



C. *Luminance limitations*. The luminance on neighboring property from one establishment shall be by zoning of the neighboring property. The luminance as calculated in subsection (b) shall not exceed the value by zoning as follows:

Luminance	
Single-family and two-family residential districts	0.02
Multiple-family residential districts	0.05
Nonresidential districts, streets	0.30
Industrial districts	0.50

10.9 *Effective Outdoor Lighting*. The purpose of the effective outdoor lighting section is to minimize glare, sky glow, light trespass and excessive energy consumption through the use of appropriate lighting fixtures, practices and systems, while maintaining safety, security and productivity and curtailing degradation of the nighttime visual environment. The following are requirements for effective outdoor lighting:

A. Fully shielded luminaries shall be required in all outdoor lighting installations, with the following exceptions:

(1) Outdoor light fixtures used to illuminate flags, statues, or any other objects mounted on a pole, pedestal or platform shall use a very narrow cone of light or shielded lights for the purpose of confining the light to the object of interest and minimize light spillover and glare. Compliance with this provision shall be subject to approval by the Building Official.

(2) Building facades and architectural features of buildings may be floodlighted when the floodlight fixtures are equipped with shields and are located so as to limit the fixture's direct light distribution to the façade or feature being illuminated. The configuration of the floodlight installation shall block all view to the floodlight fixture's lamps from adjacent properties. Compliance with this provision shall be subject to approval by the Building Official.

B. The following lamp types shall be prohibited for outdoor lighting:

(1) Low pressure sodium
(2) Mercury vapor

C. The quality of the light source shall be a minimum of 65 CRI (color rendering index) as indicated by the lamp manufacturer's data.

D. Outdoor lighting shall be constructed and installed in a manner consistent with this section and shall be located so as not produce glare or direct illumination across the property line or onto rights-of-way.

E. *Pole height*.

(1) In parking areas containing zero to 150 parking spaces, the maximum height of lighting pole standards shall not exceed 25 feet.
(2) In parking areas containing 151 or more parking spaces, the maximum height of lighting pole standards shall not exceed 35 feet.
(3) For contiguous lots in a multitenant nonresidential development, adjacent parking areas may be combined for the purposes of calculating parking spaces used to determine maximum pole height.

F. *Hours of operation.*

(1) Lighting used for the illumination of outdoor sales and eating areas, on-site advertising, assembly areas, repair areas, and businesses may be operated during the hours that the facilities are open to the public;

(2) Lighting used for the illumination of recreational and sporting areas shall be turned off by 11:00 pm on Monday through Thursday and by 12:00 midnight on Friday and Saturday. The use of lights on Sunday is prohibited; and

(3) Lighting used for the illumination of walkways, roadways, equipment yards, parking areas and outdoor security may be operated anytime."

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

SECTION 3. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, of the Code of Ordinances, as amended hereby, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 4. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Sachse, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two thousand dollars ($2000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

DULY APPROVED AND PASSED by the City Council of the City of Sachse, Texas on the _____day of _____, 2013.

APPROVED:

_____
Mike Felix
Mayor

DULY ENROLLED:

_____
Terry Smith
City Secretary

APPROVED AS TO FORM:

_____
Peter G. Smith
City Attorney
(JJG/01-15-13/58998)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE SACHSE CODE OF ORDINANCES BY AMENDING CHAPTER 11, TITLED "ZONING", BY AMENDING ARTICLE 4 TITLED "GENERAL PROVISIONS APPLYING TO ALL OR SEVERAL DISTRICTS" BY ADDING SECTION 10 TITLED "OUTDOOR LIGHTING"; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND ($2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sachse City Council has determined that it is necessary to provide for comprehensive regulations regarding the provision of outdoor lighting on private property within the City; and

WHEREAS, the Planning and Zoning Commission of the City of Sachse and the governing body of the City of Sachse, in compliance with state laws applying to amending the Zoning Ordinance and Map, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the governing body of the City of Sachse is of the opinion that said Zoning Ordinance should be amended as provided herein;

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

SECTION 1. The Code of Ordinances, City of Sachse, Texas, be amended, by amending Chapter 11 titled "Zoning", by amending Article 4 titled "General Provisions Applying to All or Several Districts" by adding Section 10 titled "Outdoor Lighting", to read as follows:

"Chapter 11

ZONING

. . . . .

ARTICLE 4. GENERAL PROVISIONS APPLYING TO ALL OR SEVERAL DISTRICTS

. . . .

Sec. 10. Lighting.

10.1 *General.* This section establishes minimum criteria for the installation, use and maintenance of outdoor lighting.

10.2 *Purpose.* The purpose of the lighting standards is to:

A. Preserve and enhance the lawful nighttime use and enjoyment of property;

B. Protect drivers and pedestrians on nearby travel ways from disabling glare from non-vehicular light sources that shine directly into their eyes, thereby, impairing safe travel;

C. Shield neighboring properties from nuisance glare and trespass resulting from improperly directed or unshielded light sources;

D. Prevent and/or lessen light pollution;

E. Promote efficient design and operation with regard to energy conservation; and

F. Curtail the degradation of the nighttime visual environment.

10.3 *Definitions*. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building official means the chief building official for the City of Sachse, or his or her designee, having responsibility to enforce and administer this article.

Bulb or *lamp* means the source of electric light. To be distinguished from the whole assembly, lamp is used to denote the bulb and its housing.

Candela means the unit of luminous intensity in a given direction. It is commonly called one (1) candlepower.

Cutoff fixture means a fixture that provides a cutoff (shielding) of the light emitted.

Diffusing luminaire means one that scatters light substantially in all directions as contrasted with a *directional luminaire* which confines its light principally in an angle of less than one hundred eighty (180) degrees.

Floodlight means a luminaire designed to project its light in a well-defined area. It is directional in character.

Floodlight beam means the angular spread of light between two (2) orthogonal planes each of which equal ten (10) percent of the maximum candlepower within the beam.

Footcandle means the amount of illumination provided by one (1) lumen uniformly distributed on one (1) square foot of surface.

Footlambert means the luminance of a surface uniformly emitting, transmitting, or reflecting one (1) lumen per square foot of surface.

Fixture means the assembly that holds the lamp in a lighting system. It includes the elements designed to give light output control, such as a reflector (mirror) or defractor (lens), the ballast, housing and the attachment parts.

Full cutoff fixture means a fixture that allows no emission above a horizontal plane through the fixture.

Fully shielded means light fixtures that are constructed so all light rays emitted by the fixture are projected below the horizontal plane passing through the lowest point on the fixture from which light is emitted, nearly one-hundred percent (100%) cut-off type, as evidenced by the manufacturer's photometric data.

Glare means direct lighting emitted from a luminary that causes reduced vision or temporary blindness.

High pressure sodium (HPS) means a high intensity discharge lamp where radiation is produced from sodium vapor at relatively high partial pressures (100 tore). HPS is essentially point source light.

Horizontal plane means a line horizontal to the lowest point on the fixture from which light is emitted.

Illumination means the density of the luminous flux (lumens) incident on a surface. It is the quotient of the luminous flux divided by the area of the surface, expressed in footcandles.

Incandescent lamp means any lamp that produces light by heating a filament through use of an electric current.

Installed means the attachment, or assembly fixed in place, whether or not connected to a power source, or any outdoor light fixture.

Kilowatt (kwh) means a unit of energy equal to the work done by one (1) kilowatt (1000 watts) of power acting for one (1) hour.

Light source means a device (such as a lamp) which produces visible energy as distinguished from devices or bodies which reflect or transmit light such as a luminaire.

Light trespass means light falling outside the boundary of property for which it was originally intended or needed. Also referred to as spillover light or obtrusive light.

Low pressure sodium (LPS) means a discharge lamp where the light is produced by radiation from sodium vapor at a relatively low partial pressure (about 0.001 tore). LPS is a "tube source" monochromatic light.

Lumen means the quantity of luminous flux intercepted by a surface of one (1) square foot, all points of which are one (1) foot from a uniform source of one (1) candela. A one-candela source provides 12.57 lumens.

Luminaire means a device or fixture containing a light source and means for directing and controlling the distribution of light from the source.

Luminance means the luminous intensity per unit projected area of a given surface viewed from a given direction; for purposes of this article expressed in candelas divided by distance squared.

Mercury lamp means a high intensity discharge lamp where light is produced by radiation from mercury vapor.

Metal halide lamp means a high intensity discharge lamp where light is produced by radiation from metal halide vapor.

Outdoor lighting fixture means an outdoor artificial illumination device, whether permanent or portable, used for illumination outdoors and shall include but not be limited to devices used for search, spot, flood and area lighting for buildings and structures, recreational facilities, parking areas, landscape lighting, outdoor advertising displays, billboards, signs, public and private street lighting and walkway lighting.

Partially shielded means shielding so that the lower edge of the shield is at or below the centerline of the light source or lamp so as to minimize light transmission above the horizontal plane, or at least ninety percent (90%) of the emitted light projects below the horizontal plane as evidenced by the manufacturer's photometric data.

Photometric means quantitative measurements of light levels and distribution.

Shielding means a physical structure intended to restrict emitted light.

Substantial change means any change to the lamp or bulb that alters the lighting properties of the site, or any change in the type, style or orientation of a light fixture.

10.4 *Applicability and Exemptions.* The lighting standards for the City of Sachse shall apply to all new construction except as follows:

A. Outdoor lighting that lawfully exists as of the date of this ordinance shall be deemed a lawful use. Any substantial change or addition to the existing lighting system, as determined by the Building Official, shall comply with the provisions of this ordinance. If a site substantially changes more than twenty-five percent (25%) of the lighting on a site or adds new lighting that increases the number of light fixtures by more than twenty five percent (25%), the entire site shall comply with the provisions of this ordinance.

B. Commercial sites approved as part of a site plan prior to the ordinance from which this chapter is derived shall conform to the provisions in place at that time. Any substantial change or addition to the existing lighting system shall, as determined by the Building Official, comply with the provisions of this section. If a site substantially changes more than twenty-five percent (25%) of the lighting on a site or adds new lighting that increases the number of light fixtures by more than twenty five percent (25%), the entire site shall comply with the provisions of this ordinance.

C. If a use with existing, non-conforming lighting shall cease operation for a period of more than eighteen (18) months, then such nonconforming lighting shall be deemed permanently abandoned. The lighting on such site shall be brought into conformance with the provisions of this ordinance prior to the redevelopment or re-use of the site.

D. The following uses shall be exempt from the requirements of this section:

(1) Lighting installed by a governmental agency for public benefit on public rights-of-way, parks, and public recreation areas;

(2) Temporary special effects of holiday lighting;

(3) Navigation and airport lighting required by the Federal Aviation Administration for operation of airplanes; and

(4) Emergency lighting by police, fire, and/or municipal, state or federal government authorities.

10.5 *Submittal Requirements.*

A. As part of any site plan application or prior to altering any existing lighting, the applicant shall submit evidence that the proposed work will comply with this chapter. The submission shall contain, but is not be limited to, the following:

(1) Plans I indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, reflectors and other devices, and the mounting height of the light;

(2) Description of the illuminating devices, fixtures, lamps, supports, reflectors and other devices shall include, but is not limited to, catalog cuts by manufacturers and drawings; and

(3) Photometric plans showing illumination levels on the property, at the property line and just beyond the property line, as well as other data such as that furnished by manufacturers or similar data showing the angle of cutoff for light emissions.

B. The required plans, description, and data provided shall be sufficient to enable the plans examiner to readily determine whether compliance with the requirements of this chapter will be secured.

10.6 *Measurement.*

A. *Metering equipment*. Lighting levels shall be measured in footcandles with a direct reading, portable light meter. The meter shall read within an accuracy of plus or minus five percent. It shall have been tested and calibrated by an independent commercial photometric laboratory or the manufacturer within one year of the date of use as attested to by a certificate issued by such laboratory.

B. *Method of measurement*. The meter sensor shall be mounted or held not more than six inches above ground level in a horizontal position. Readings shall be taken only after the cell has been exposed to provide a constant reading. Measurements shall be made when the National Weather Service indicates visibility is six miles or greater such that measurements will not be adversely affected by atmospheric scatter. Measurements shall be made at least one hour after sunset or one hour prior to sunrise with the existing questioned light sources on, then with the same sources off. The difference between the two readings shall be compared to the limitations stated by this section. This procedure eliminates the effects of moonlight and other ambient light. However, if lighting levels comply with the light sources on then no further reading is needed with the light sources off to demonstrate compliance.

C. *Computation of illumination*. Illumination at a point may be computed in lieu of measurement. Computation methods shall consist of an Illumination Engineering Society of North America accepted method, using certified photometric data furnished by the fixture manufacturer, lamp manufacturer, photometric laboratory, or other reliable authority satisfactory to the city. Computations shall be based on new, properly seasoned lamps, new and clean fixtures, and at rated voltage and wattage, with ballasts, lenses, shields, diffusers, and other appurtenances in place, and with proper regard taken for mounting height, relative elevation, natural and man-made objects and industry standard maintenance factors.

10.7 *Illumination.*

A. *Limitations on neighboring property*. The limit of illumination on neighboring property from one establishment shall be based on the zoning of the neighboring property. Maximum computed maintained and maximum measured footcandles at the neighboring property lines shall not exceed:

(1)	Single family and two-family residential districts.	0.25 footcandles
(2)	Multifamily residential districts	0.5 footcandles
(3)	Agriculture	1.0 footcandles
(4)	Nonresidential districts (excluding industrial)	3.0 footcandles
(5)	Rights-of-way and private streets	3.0 footcandles
(6)	Industrial districts	5.0 footcandles

(7) Exception. Illumination at interior property lines on contiguous lots in a multitenant nonresidential development may exceed the above criteria when necessary to provide constant lighting levels of adjoining parking areas, fire lanes and interior access roadways as determined by the Director of Community Development.

B. *Limitations on subject property.* The maximum outdoor maintained computed and measured illumination level on the subject property shall not exceed 20 footcandles at any point, with the following exceptions:

(1) Lighting under canopies (such as service stations) shall not exceed 30 footcandles. All other lighting on the site shall comply with the provisions of this section.

(2) Lighting for car dealerships shall not exceed 30 footcandles within vehicle display areas.

10.8 *Luminance.*

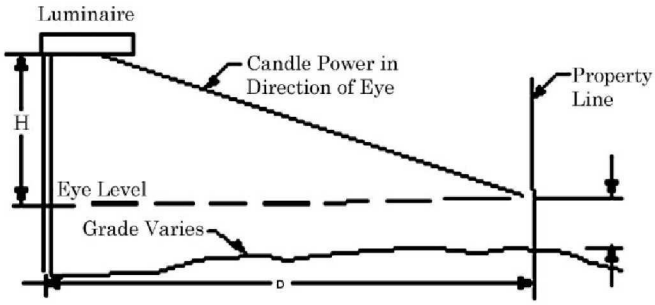
A. *Calculations generally.* If illumination measurements are not practical as determined by the Building Official and no other means of measuring fixture luminance is immediately available, a computation for measuring luminance may be used to determine compliance with this article.

B. Luminance calculations using luminaire photometric data. For the purpose of this article, the luminance shall be computed by the formula:

$$L = \frac{I}{(d^2 + h^2)}$$

where I is the fixture candlepower in candelas in the direction of the point from which the calculations are to be made, d is the shortest distance in feet measured horizontally from the property line to a point directly under the luminaire, and h is the height of the luminaire above the eye level (at the property line) as explained in Figure A below:

A Factors for Luminance Determination



C. *Luminance limitations*. The luminance on neighboring property from one establishment shall be by zoning of the neighboring property. The luminance as calculated in subsection (b) shall not exceed the value by zoning as follows:

Luminance	
Single-family and two-family residential districts	0.02
Multiple-family residential districts	0.05
Nonresidential districts, streets	0.30
Industrial districts	0.50

10.9 *Effective Outdoor Lighting*. The purpose of the effective outdoor lighting section is to minimize glare, sky glow, light trespass and excessive energy consumption through the use of appropriate lighting fixtures, practices and systems, while maintaining safety, security and productivity and curtailing degradation of the nighttime visual environment. The following are requirements for effective outdoor lighting:

A. Fully shielded luminaries shall be required in all outdoor lighting installations, with the following exceptions:

(1) Any light source 15 watts and under shall be permitted as a non-cutoff fixture.

(2) Outdoor light fixtures used to illuminate flags, statues, or any other objects mounted on a pole, pedestal or platform shall use a very narrow cone of light or shielded lights for the purpose of confining the light to the object of interest and minimize light spillover and glare. Compliance with this provision shall be subject to approval by the Building Official.

(3) Building facades and architectural features of buildings may be floodlighted when the floodlight fixtures are equipped with shields and are located so as to limit the fixture's direct light distribution to the façade or feature being illuminated. The configuration of the floodlight installation shall block all view to the floodlight fixture's lamps from adjacent properties. Compliance with this provision shall be subject to approval by the Building Official.

B. The following lamp types shall be prohibited for outdoor lighting:

(1) Low pressure sodium
(2) Mercury vapor

C. The quality of the light source shall be a minimum of 65 CRI (color rendering index) as indicated by the lamp manufacturer's data.

D. Outdoor lighting shall be constructed and installed in a manner consistent with this section and shall be located so as not produce glare or direct illumination across the property line or onto rights-of-way.

E. *Pole height*.

(1) In parking areas containing zero to 150 parking spaces, the maximum height of lighting pole standards shall not exceed 25 feet.
(2) In parking areas containing 151 or more parking spaces, the maximum height of lighting pole standards shall not exceed 35 feet.
(3) For contiguous lots in a multitenant nonresidential development, adjacent parking areas may be combined for the purposes of calculating parking spaces used to determine maximum pole height.

F. *Hours of operation*.

(1) Lighting used for the illumination of outdoor sales and eating areas, on-site advertising, assembly areas, repair areas, and businesses may be operated during the hours that the facilities are open to the public;

(2) Lighting used for the illumination of recreational and sporting areas shall be turned off by 11:00 pm on Monday through Thursday and by 12:00 midnight on Friday and Saturday. The use of lights on Sunday is prohibited; and

(3) Lighting used for the illumination of walkways, roadways, equipment yards, parking areas and outdoor security may be operated anytime."

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

SECTION 3. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, of the Code of Ordinances, as amended hereby, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 4. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Sachse, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two thousand dollars ($2000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

DULY APPROVED AND PASSED by the City Council of the City of Sachse, Texas on the _____day of _____, 2013.

APPROVED:

_____
Mike Felix
Mayor

DULY ENROLLED:

_____
Terry Smith
City Secretary

APPROVED AS TO FORM:

_____
Peter G. Smith
City Attorney
(JJG/01-15-13/58998)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE SACHSE CODE OF ORDINANCES BY AMENDING CHAPTER 11, TITLED "ZONING", BY AMENDING ARTICLE 4 TITLED "GENERAL PROVISIONS APPLYING TO ALL OR SEVERAL DISTRICTS" BY ADDING SECTION 10 TITLED "OUTDOOR LIGHTING"; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND ($2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sachse City Council has determined that it is necessary to provide for comprehensive regulations regarding the provision of outdoor lighting on private property within the City; and

WHEREAS, the Planning and Zoning Commission of the City of Sachse and the governing body of the City of Sachse, in compliance with state laws applying to amending the Zoning Ordinance and Map, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the governing body of the City of Sachse is of the opinion that said Zoning Ordinance should be amended as provided herein;

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

SECTION 1. The Code of Ordinances, City of Sachse, Texas, be amended, by amending Chapter 11 titled "Zoning", by amending Article 4 titled "General Provisions Applying to All or Several Districts" by adding Section 10 titled "Outdoor Lighting", to read as follows:

"Chapter 11

ZONING

. . . . .

ARTICLE 4. GENERAL PROVISIONS APPLYING TO ALL OR SEVERAL DISTRICTS

. . . .

Sec. 10. Lighting.

10.1 *General.* This section establishes minimum criteria for the installation, use and maintenance of outdoor lighting.

10.2 *Purpose.* The purpose of the lighting standards is to:

A. Preserve and enhance the lawful nighttime use and enjoyment of property;

B. Protect drivers and pedestrians on nearby travel ways from disabling glare from non-vehicular light sources that shine directly into their eyes, thereby, impairing safe travel;

C. Shield neighboring properties from nuisance glare and trespass resulting from improperly directed or unshielded light sources;

D. Prevent and/or lessen light pollution;

E. Promote efficient design and operation with regard to energy conservation; and

F. Curtail the degradation of the nighttime visual environment.

10.3 *Definitions*. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building official means the chief building official for the City of Sachse, or his or her designee, having responsibility to enforce and administer this article.

Bulb or *lamp* means the source of electric light. To be distinguished from the whole assembly, lamp is used to denote the bulb and its housing.

Candela means the unit of luminous intensity in a given direction. It is commonly called one (1) candlepower.

Cutoff fixture means a fixture that provides a cutoff (shielding) of the light emitted.

Diffusing luminaire means one that scatters light substantially in all directions as contrasted with a *directional luminaire* which confines its light principally in an angle of less than one hundred eighty (180) degrees.

Floodlight means a luminaire designed to project its light in a well-defined area. It is directional in character.

Floodlight beam means the angular spread of light between two (2) orthogonal planes each of which equal ten (10) percent of the maximum candlepower within the beam.

Footcandle means the amount of illumination provided by one (1) lumen uniformly distributed on one (1) square foot of surface.

Footlambert means the luminance of a surface uniformly emitting, transmitting, or reflecting one (1) lumen per square foot of surface.

Fixture means the assembly that holds the lamp in a lighting system. It includes the elements designed to give light output control, such as a reflector (mirror) or defractor (lens), the ballast, housing and the attachment parts.

Full cutoff fixture means a fixture that allows no emission above a horizontal plane through the fixture.

Fully shielded means light fixtures that are constructed so all light rays emitted by the fixture are projected below the horizontal plane passing through the lowest point on the fixture from which light is emitted, nearly one-hundred percent (100%) cut-off type, as evidenced by the manufacturer's photometric data.

Glare means direct lighting emitted from a luminary that causes reduced vision or temporary blindness.

High pressure sodium (HPS) means a high intensity discharge lamp where radiation is produced from sodium vapor at relatively high partial pressures (100 tore). HPS is essentially point source light.

Horizontal plane means a line horizontal to the lowest point on the fixture from which light is emitted.

Illumination means the density of the luminous flux (lumens) incident on a surface. It is the quotient of the luminous flux divided by the area of the surface, expressed in footcandles.

Incandescent lamp means any lamp that produces light by heating a filament through use of an electric current.

Installed means the attachment, or assembly fixed in place, whether or not connected to a power source, or any outdoor light fixture.

Kilowatt (kwh) means a unit of energy equal to the work done by one (1) kilowatt (1000 watts) of power acting for one (1) hour.

Light source means a device (such as a lamp) which produces visible energy as distinguished from devices or bodies which reflect or transmit light such as a luminaire.

Light trespass means light falling outside the boundary of property for which it was originally intended or needed. Also referred to as spillover light or obtrusive light.

Low pressure sodium (LPS) means a discharge lamp where the light is produced by radiation from sodium vapor at a relatively low partial pressure (about 0.001 tore). LPS is a "tube source" monochromatic light.

Lumen means the quantity of luminous flux intercepted by a surface of one (1) square foot, all points of which are one (1) foot from a uniform source of one (1) candela. A one-candela source provides 12.57 lumens.

Luminaire means a device or fixture containing a light source and means for directing and controlling the distribution of light from the source.

Luminance means the luminous intensity per unit projected area of a given surface viewed from a given direction; for purposes of this article expressed in candelas divided by distance squared.

Mercury lamp means a high intensity discharge lamp where light is produced by radiation from mercury vapor.

Metal halide lamp means a high intensity discharge lamp where light is produced by radiation from metal halide vapor.

Outdoor lighting fixture means an outdoor artificial illumination device, whether permanent or portable, used for illumination outdoors and shall include but not be limited to devices used for search, spot, flood and area lighting for buildings and structures, recreational facilities, parking areas, landscape lighting, outdoor advertising displays, billboards, signs, public and private street lighting and walkway lighting.

Partially shielded means shielding so that the lower edge of the shield is at or below the centerline of the light source or lamp so as to minimize light transmission above the horizontal plane, or at least ninety percent (90%) of the emitted light projects below the horizontal plane as evidenced by the manufacturer's photometric data.

Photometric means quantitative measurements of light levels and distribution.

Shielding means a physical structure intended to restrict emitted light.

Substantial change means any change to the lamp or bulb that alters the lighting properties of the site, or any change in the type, style or orientation of a light fixture.

10.4 *Applicability and Exemptions.* The lighting standards for the City of Sachse shall apply to all new construction except as follows:

A. Outdoor lighting that lawfully exists as of the date of this ordinance shall be deemed a lawful use. Any substantial change or addition to the existing lighting system, as determined by the Building Official, shall comply with the provisions of this ordinance. If a site substantially changes more than twenty-five percent (25%) of the lighting on a site or adds new lighting that increases the number of light fixtures by more than twenty five percent (25%), the entire site shall comply with the provisions of this ordinance.

B. Commercial sites approved as part of a site plan prior to the ordinance from which this chapter is derived shall conform to the provisions in place at that time. Any substantial change or addition to the existing lighting system shall, as determined by the Building Official, comply with the provisions of this section. If a site substantially changes more than twenty-five percent (25%) of the lighting on a site or adds new lighting that increases the number of light fixtures by more than twenty five percent (25%), the entire site shall comply with the provisions of this ordinance.

C. If a use with existing, non-conforming lighting shall cease operation for a period of more than eighteen (18) months, then such nonconforming lighting shall be deemed permanently abandoned. The lighting on such site shall be brought into conformance with the provisions of this ordinance prior to the redevelopment or re-use of the site.

D. The following uses shall be exempt from the requirements of this section:

(1) Lighting installed by a governmental agency for public benefit on public rights-of-way, parks, and public recreation areas;

(2) Temporary special effects of holiday lighting;

(3) Navigation and airport lighting required by the Federal Aviation Administration for operation of airplanes; and

(4) Emergency lighting by police, fire, and/or municipal, state or federal government authorities.

10.5 *Submittal Requirements.*

A. As part of any site plan application or prior to altering any existing lighting, the applicant shall submit evidence that the proposed work will comply with this chapter. The submission shall contain, but is not be limited to, the following:

(1) Plans I indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, reflectors and other devices, and the mounting height of the light;

(2) Description of the illuminating devices, fixtures, lamps, supports, reflectors and other devices shall include, but is not limited to, catalog cuts by manufacturers and drawings; and

(3) Photometric plans showing illumination levels on the property, at the property line and just beyond the property line, as well as other data such as that furnished by manufacturers or similar data showing the angle of cutoff for light emissions.

B. The required plans, description, and data provided shall be sufficient to enable the plans examiner to readily determine whether compliance with the requirements of this chapter will be secured.

10.6 *Measurement.*

A. *Metering equipment*. Lighting levels shall be measured in footcandles with a direct reading, portable light meter. The meter shall read within an accuracy of plus or minus five percent. It shall have been tested and calibrated by an independent commercial photometric laboratory or the manufacturer within one year of the date of use as attested to by a certificate issued by such laboratory.

B. *Method of measurement*. The meter sensor shall be mounted or held not more than six inches above ground level in a horizontal position. Readings shall be taken only after the cell has been exposed to provide a constant reading. Measurements shall be made when the National Weather Service indicates visibility is six miles or greater such that measurements will not be adversely affected by atmospheric scatter. Measurements shall be made at least one hour after sunset or one hour prior to sunrise with the existing questioned light sources on, then with the same sources off. The difference between the two readings shall be compared to the limitations stated by this section. This procedure eliminates the effects of moonlight and other ambient light. However, if lighting levels comply with the light sources on then no further reading is needed with the light sources off to demonstrate compliance.

C. *Computation of illumination*. Illumination at a point may be computed in lieu of measurement. Computation methods shall consist of an Illumination Engineering Society of North America accepted method, using certified photometric data furnished by the fixture manufacturer, lamp manufacturer, photometric laboratory, or other reliable authority satisfactory to the city. Computations shall be based on new, properly seasoned lamps, new and clean fixtures, and at rated voltage and wattage, with ballasts, lenses, shields, diffusers, and other appurtenances in place, and with proper regard taken for mounting height, relative elevation, natural and man-made objects and industry standard maintenance factors.

10.7 *Illumination.*

A. *Limitations on neighboring property*. The limit of illumination on neighboring property from one establishment shall be based on the zoning of the neighboring property. Maximum computed maintained and maximum measured footcandles at the neighboring property lines shall not exceed:

(1)	Single family and two-family residential districts.	0.25 footcandles
(2)	Multifamily residential districts	0.5 footcandles
(3)	Agriculture	1.0 footcandles
(4)	Nonresidential districts (excluding industrial)	3.0 footcandles
(5)	Rights-of-way and private streets	3.0 footcandles
(6)	Industrial districts	5.0 footcandles

(7) Exception. Illumination at interior property lines on contiguous lots in a multitenant nonresidential development may exceed the above criteria when necessary to provide constant lighting levels of adjoining parking areas, fire lanes and interior access roadways as determined by the Director of Community Development.

B. *Limitations on subject property.* The maximum outdoor maintained computed and measured illumination level on the subject property shall not exceed 20 footcandles at any point, with the following exceptions:

(1) Lighting under canopies (such as service stations) shall not exceed 30 footcandles. All other lighting on the site shall comply with the provisions of this section.

(2) Lighting for car dealerships shall not exceed 30 footcandles within vehicle display areas.

10.8 *Luminance.*

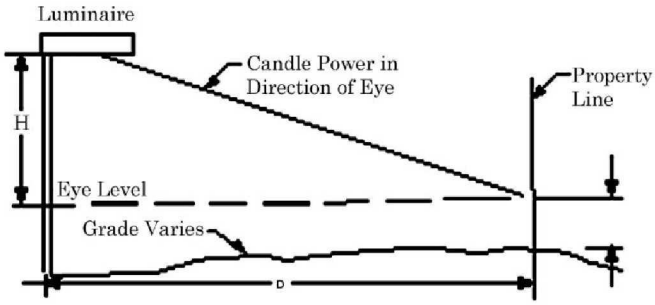
A. *Calculations generally.* If illumination measurements are not practical as determined by the Building Official and no other means of measuring fixture luminance is immediately available, a computation for measuring luminance may be used to determine compliance with this article.

B. Luminance calculations using luminaire photometric data. For the purpose of this article, the luminance shall be computed by the formula:

$$L = \frac{I}{(d^2 + h^2)}$$

where I is the fixture candlepower in candelas in the direction of the point from which the calculations are to be made, d is the shortest distance in feet measured horizontally from the property line to a point directly under the luminaire, and h is the height of the luminaire above the eye level (at the property line) as explained in Figure A below:

A Factors for Luminance Determination



C. *Luminance limitations*. The luminance on neighboring property from one establishment shall be by zoning of the neighboring property. The luminance as calculated in subsection (b) shall not exceed the value by zoning as follows:

Luminance	
Single-family and two-family residential districts	0.02
Multiple-family residential districts	0.05
Nonresidential districts, streets	0.30
Industrial districts	0.50

10.9 *Effective Outdoor Lighting*. The purpose of the effective outdoor lighting section is to minimize glare, sky glow, light trespass and excessive energy consumption through the use of appropriate lighting fixtures, practices and systems, while maintaining safety, security and productivity and curtailing degradation of the nighttime visual environment. The following are requirements for effective outdoor lighting:

A. Fully shielded luminaries shall be required in all outdoor lighting installations, with the following exceptions:

(1) Outdoor light fixtures used to illuminate flags, statues, or any other objects mounted on a pole, pedestal or platform shall use a very narrow cone of light or shielded lights for the purpose of confining the light to the object of interest and minimize light spillover and glare. Compliance with this provision shall be subject to approval by the Building Official.

(2) Building facades and architectural features of buildings may be floodlighted when the floodlight fixtures are equipped with shields and are located so as to limit the fixture's direct light distribution to the façade or feature being illuminated. The configuration of the floodlight installation shall block all view to the floodlight fixture's lamps from adjacent properties. Compliance with this provision shall be subject to approval by the Building Official.

B. The following lamp types shall be prohibited for outdoor lighting:

(1) Low pressure sodium
(2) Mercury vapor

C. The quality of the light source shall be a minimum of 65 CRI (color rendering index) as indicated by the lamp manufacturer's data.

D. Outdoor lighting shall be constructed and installed in a manner consistent with this section and shall be located so as not produce glare or direct illumination across the property line or onto rights-of-way.

E. *Pole height*.

(1) In parking areas containing zero to 150 parking spaces, the maximum height of lighting pole standards shall not exceed 25 feet.
(2) In parking areas containing 151 or more parking spaces, the maximum height of lighting pole standards shall not exceed 35 feet.
(3) For contiguous lots in a multitenant nonresidential development, adjacent parking areas may be combined for the purposes of calculating parking spaces used to determine maximum pole height.

F. *Hours of operation.*

(1) Lighting used for the illumination of outdoor sales and eating areas, on-site advertising, assembly areas, repair areas, and businesses may be operated during the hours that the facilities are open to the public;

(2) Lighting used for the illumination of recreational and sporting areas shall be turned off by 11:00 pm on Sunday through Thursday and by 12:00 midnight on Friday and Saturday; and

(3) Lighting used for the illumination of walkways, roadways, equipment yards, parking areas and outdoor security may be operated anytime."

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

SECTION 3. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, of the Code of Ordinances, as amended hereby, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 4. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Sachse, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two thousand dollars ($2000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

DULY APPROVED AND PASSED by the City Council of the City of Sachse, Texas on the _____day of _____, 2013.

APPROVED:

_____
Mike Felix
Mayor

DULY ENROLLED:

_____
Terry Smith
City Secretary

APPROVED AS TO FORM:

_____
Peter G. Smith
City Attorney
(JJG/01-15-13/58998)

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

Legislation Details (With Text)

File #:	13-1372	**Version:**	1	**Name:**	Consider action to establish roll-out date for broadcast of Council meetings.
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	2/11/2013			**In control:**	City Council
On agenda:	2/18/2013			**Final action:**	
Title:	Consider action to establish a roll-out date for broadcast of Council meetings. Executive Summary City Council meetings are being video recorded and now have the capability to be broadcast.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Whitlock letter.pdf				

Date	Ver.	Action By	Action	Result

Title
Consider action to establish a roll-out date for broadcast of Council meetings.

Executive Summary
City Council meetings are being video recorded and now have the capability to be broadcast.

Background
Staff began producing video of Council and board meetings with reasonable quality in January 2011. Since then, we have resolved several techinal issues- sound, picture quality, connectivity with Time Warner Cable and Verizon Fiber Optic, etc. We also had a major accident- water leaking from the ceiling (with some damage). After recent repairs and adjustments from the vendor, it appears all the issues have been resolved. Attached is a letter from Whitlock, our vendor, stating the system is functioning properly.

Staff would recommend a test broadcast period or limited viewing period to broadcast the meetings, then a hard roll-out date, to coincide with notification to the public that the broadcasts are being produced on a continuous basis- so the citizens would be aware of this new service. Staff believes this process will ultimately encourage more citizen involvement in their local government.

Policy Considerations
This action would establish the formal roll-out date of the broadcast of the City Council meetings.

Budgetary Considerations

powered by Legistar™

None.

Staff Recommendations
Council take action to establish a roll-out date for broadcast of Council meetings.

Whitlock
Share it with the world.
6005 Commerce Drive S-320 | Irving, TX 75063 972.465.8888 | www.whitlock.com

AV Solutions
Videoconferencing
Managed Services

Vernon J. Etheridge
Regional Service Manager, Whitlock
6005 Commerce Drive, St. 320
Irving, Texas 75063
February 13, 2013

Terry Smith
City of Sachse
3815 Sachse Road, Bldg B
Sachse, Texas 75048

Dear Terry:

As requested, this letter shall serve as notice that effective 2/10/2013 and the reinstallation of the Bosch DCN-CCU, the audio visual system that Whitlock integrated for the City of Sachse is functioning as designed per the scope of the project and the statement of work that was provided prior to project initiation.

Whitlock remains committed to the City of Sachse to ensure that the installed audio visual system at your location continues to work as designed and has offered for consideration, our Priority Support Plan which includes regular scheduled preventive maintenance visits, guaranteed response times for call out support and discounts on consumables, repair parts and out of warranty repairs.

We look forward to the opportunity to serve you in the future.

Sincerely,

Vernon J. Etheridge

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

Legislation Details (With Text)

File #:	13-1366	**Version:**	1	**Name:**	CD - MASONRY WALLS DISCUSSION
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	2/8/2013			**In control:**	City Council
On agenda:	2/18/2013			**Final action:**	

Title: Discuss the existing perimeter masonry walls associated with portions of the Sachse on the Creek Phases 1 & 2, Park Lake Estates Phases 2 & 4, Hudson Crossing Phases 1 & 2, and Westgate subdivisions.

Executive Summary
Masonry walls were constructed as part of the Sachse on the Creek Phases 1 & 2, Park Lake Estates Phases 2 & 4, Hudson Crossing Phases 1 & 2, and Westgate subdivisions. The long-term maintenance options for these portions of perimeter masonry walls will be discussed.

Sponsors:

Indexes:

Code sections:

Attachments:
CD - MASONRY WALLS DISCUSSION - PRESENTATION.pdf
CD - MASONRY WALLS DISCUSSION - ATTACHMENT 1.pdf
CD - MASONRY WALLS DISCUSSION - ATTACHMENT 2.pdf
CD - MASONRY WALLS DISCUSSION - ATTACHMENT 3.pdf
CD - MASONRY WALLS DISCUSSION - ATTACHMENT 4.pdf
CD - MASONRY WALLS DISCUSSION - ATTACHMENT 5.pdf
CD - MASONRY WALLS DISCUSSION - ATTACHMENT 6.pdf
CD - MASONRY WALLS DISCUSSION - ATTACHMENT 7.pdf

Date	Ver.	Action By	Action	Result

Title
Discuss the existing perimeter masonry walls associated with portions of the Sachse on the Creek Phases 1 & 2, Park Lake Estates Phases 2 & 4, Hudson Crossing Phases 1 & 2, and Westgate subdivisions.

Executive Summary
Masonry walls were constructed as part of the Sachse on the Creek Phases 1 & 2, Park Lake Estates Phases 2 & 4, Hudson Crossing Phases 1 & 2, and Westgate subdivisions. The long-term maintenance options for these portions of perimeter masonry walls will be discussed.

Background
This discussion will focus on the perimeter masonry walls associated with portions of the following four subdivisions:

1. Sachse on the Creek Phases 1 & 2
2. Park Lake Estates Phases 2 & 4
3. Hudson Crossing Phases 1 & 2

powered by Legistar™

4. Westgate

In order to gain an historical context, the perimeter masonry walls associated with each of these subdivisions will be examined individually. Secondly, several options will be presented in order to formulate an approach to addressing continued maintenance of these walls.

Sachse on the Creek Phases 1 & 2

The majority of the wall within Phase 1 is located on private property within a 3-foot wall maintenance easement to be maintained by the Homeowner's Association (HOA). There is approximately 185 lineal feet of masonry wall constructed in the private homeowners' properties outside of the wall maintenance easement. Finally, there is an approximately 2-foot portion of a column along Teal Court that is located in public right-of-way.

The masonry wall for Phase 2 is located on only one lot that is adjacent to the right-of-way for Bryan Street. Within this lot an approximately 1-foot portion of a column along Teal Court is located in public right-of-way. The remainder of the wall is located within a 3-foot wall maintenance easement.

Both phases are controlled by separate HOA's. The HOA for Phase 1 of the development is active, but staff could not identify an active HOA for Phase 2. The Declaration of Covenants, Conditions and Restrictions for Phase 1 states that the HOA will maintain the walls.

The survey of Sachse on the Creek Phases 1 & 2 is included as Attachment 1.

Park Lake Estates Phases 2 & 4

The masonry wall for Phase 2 is located within City right-of-way, with the exception of a 52-foot portion located within private property.

With the exception of a 5-inch portion of a column located in the Rosewood Lane right-of-way, the masonry wall for Phase 4 is located within a 5-foot screening wall easement. The recorded Final plat contains a general notation that states, "All easements must be maintained by the property owner."

The surveys of Park Lake Estates Phases 2 & 4 are included as Attachments 2 and 3, respectively.

Hudson Crossing Phases 1 & 2

The entire section of the masonry screening wall adjacent to Miles Road is located on private property within a 3-foot screening wall easement. The City has performed repairs on the screening walls for Hudson Crossing on multiple occasions.

The survey of Hudson Crossing Phases 1 & 2 is included as Attachment 4.

Westgate

The Westgate subdivision is essentially divided into two sections, the northern section

The Westgate subdivision is essentially divided into two sections--the northern section where the masonry wall is adjacent to Murphy Road and the southern section where the masonry wall is adjacent to Blackburn Road.

The entire section of the masonry wall in the northern section of Westgate is located either on private property within 5-foot screening wall easement or on private property outside of the 5-foot screening wall easement. The portions located on private property outside of the 5-foot screening wall easement are where the entry features adjacent to Westgate Drive are constructed.

With the exception of approximately 8 inches of a column the entire section of the masonry wall in the northern section of Westgate is located either on private property within 5-foot screening wall easement or on private property outside of the 5-foot screening wall easement. The portions located on private property outside of the 5-foot screening wall easement are where the entry features adjacent to Southgate Drive are constructed.

Within the last 18 months, the City has performed one repair on the masonry wall located at 6704 Southgate Drive.

It should be noted that the City also has a record of previous correspondence between the consulting engineer, CCM Engineering and the City Manager, Mr. Lloyd Henderson discussing responsibility of maintenance of the screening wall. During the platting review, CCM Engineering inquired as to the responsibility of screening wall maintenance and if the screening wall easement should be called out on the plat as "5' Screening Wall easement to the City of Sachse." On December 18, 1997, the City Manager replied by stating, “The City does take over the maintenance of the wall and the screening wall easement should be called out as a 5’ easement.” (See Attachment 5 for a copy of the memo.) The plat was subsequently labeled as requested.

The surveys of Westgate, northern and southern sections, are included as Attachments 6 and 7, respectively.

Policy Considerations

There are three general options for consideration:

1. Private Maintenance by Individual Homeowners / HOA as dictated by plat and/or Homeowner’s Association documents.
2. Partnership with Homeowners through Public Improvement District guidelines as dictated in Texas Local Government Code, Chapter 372. It would be staff’s intention to provide the mechanism or “roadmap” for this type of partnership, but the initiation of this type of agreement would be dependent upon the homeowners.
3. Dedication of easement and associated rights to City of Sachse and Maintenance of wall by City of Sachse.

The option(s) ultimately chosen will be dependent upon the individual circumstances

The option(s) ultimately chosen will be dependent upon the individual circumstances associated with each situation.

Budgetary Considerations
The budget implications will be dependent upon the policies ultimately adopted.

Staff Recommendations
Based on the information presented, staff seeks direction from City Council regarding the policies and actions associated with ongoing maintenance of masonry walls.

City Council

February 18, 2013

Outline

- History
- Background
  1. Sachse on the Creek Phases 1 & 2
  2. Park Lake Estates Phases 2 & 4
  3. Hudson Crossing Phases 1 & 2
  4. Westgate
- Options
- Budget Implications
- What's next?

History

- Prior analysis to find all walls constructed prior to the May 21, 2001, which is the date where perimeter screening walls became a Code requirement.
- Did not include walls maintained by an active HOA.

Background

Sachse on the Creek Phase I

- Majority of the wall within Phase 1 is located on private property within a 3-foot wall maintenance easement to be maintained by the Homeowner's Association (HOA).
- Approximately 185 lineal feet of masonry wall constructed in the private homeowners' properties outside of the wall maintenance easement.
- 2-foot portion of a column along Teal Court that is located in public right-of-way.

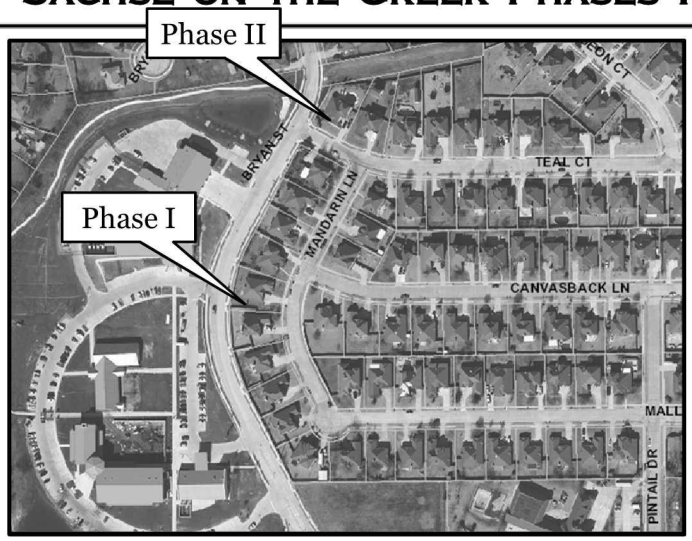
Background

Sachse on the Creek Phase II

- The masonry wall for Phase 2 is located on only one lot that is adjacent to the right-of-way for Bryan Street.
- Within this lot an approximately 1-foot portion of a column along Teal Court is located in public right-of-way.
- The remainder of the wall is located within a 3-foot wall maintenance easement.

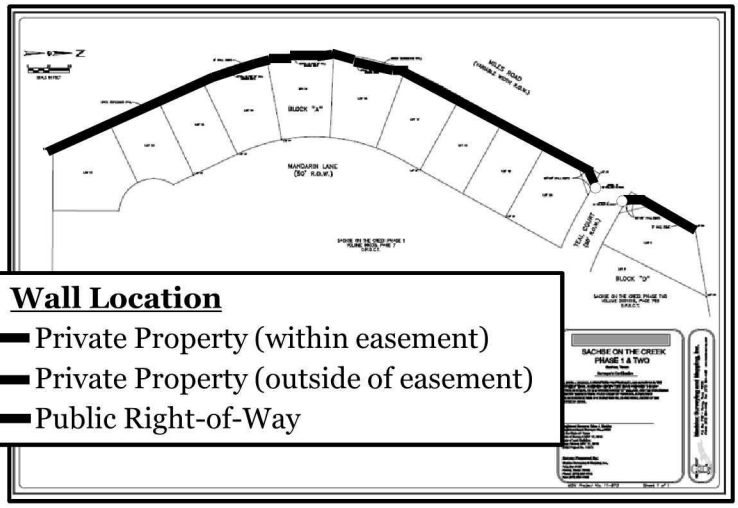
Background

Sachse on the Creek Phases I & II



Background

Sachse on the Creek Phases I & II



Wall Location

- Private Property (within easement)
- Private Property (outside of easement)
- Public Right-of-Way

Background

Sachse on the Creek Phase I

Background
Sachse on the Creek Phase I

Background
Sachse on the Creek Phase II

Background
Park Lake Estates Phase II

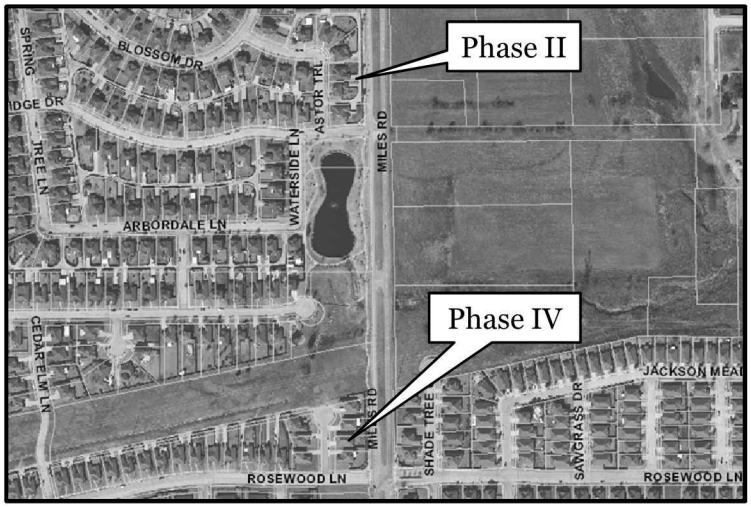
- The masonry wall for Phase 2 is located within City right-of-way, with the exception of a 52-foot portion located within private property.

Background
Park Lake Estates Phase IV

- With the exception of a 5-inch portion of a column located in the Rosewood Lane right-of-way, the masonry wall for Phase 4 is located within a 5-foot screening wall easement.
- The recorded Final plat contains a general notation that states, "All easements must be maintained by the property owner."

Background

Park Lake Estates Phases II & IV

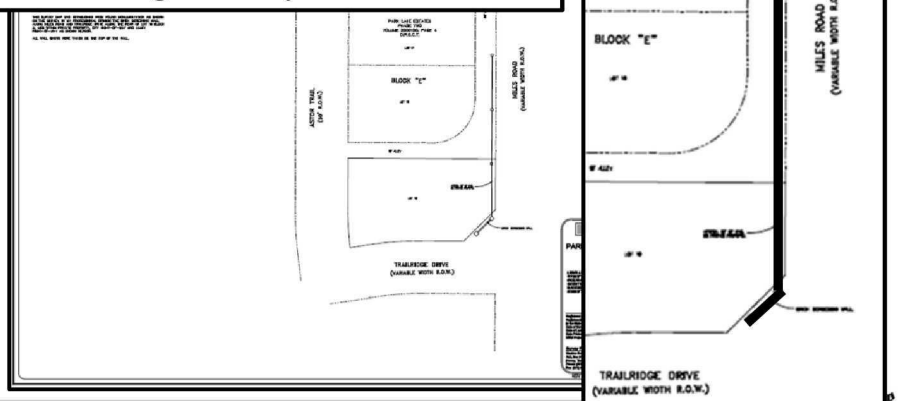


Background

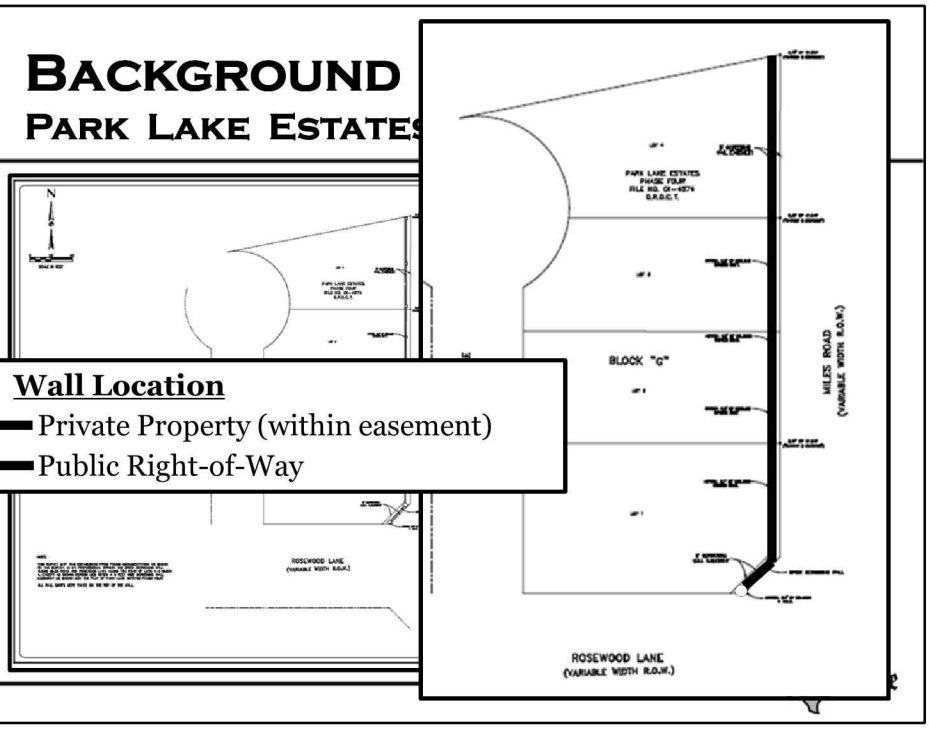
Park Lake Estates Phase

Wall Location

- Private Property (outside of easement)
- Public Right-of-Way



Background
Park Lake Estates



Wall Location

- Private Property (within easement)
- Public Right-of-Way

Background
Park Lake Estates Phase II

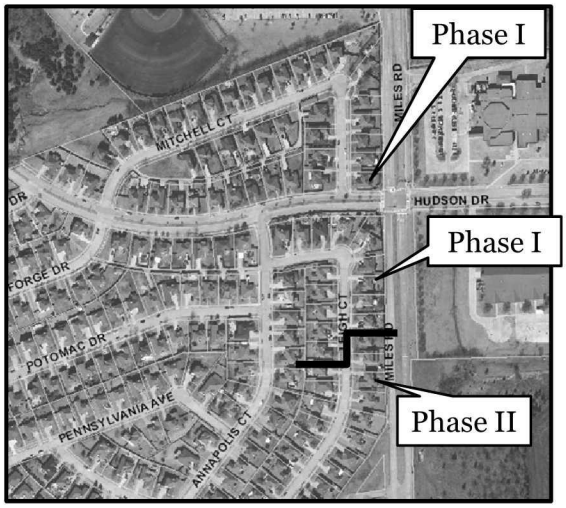
City of Sachse

Background
Park Lake Estates Phase IV

Background
Hudson Crossing Phases I & II

- The entire section of the masonry screening wall adjacent to Miles Road is located on private property within a 3-foot screening wall easement.
- The City has performed repairs on the screening walls on multiple occasions.

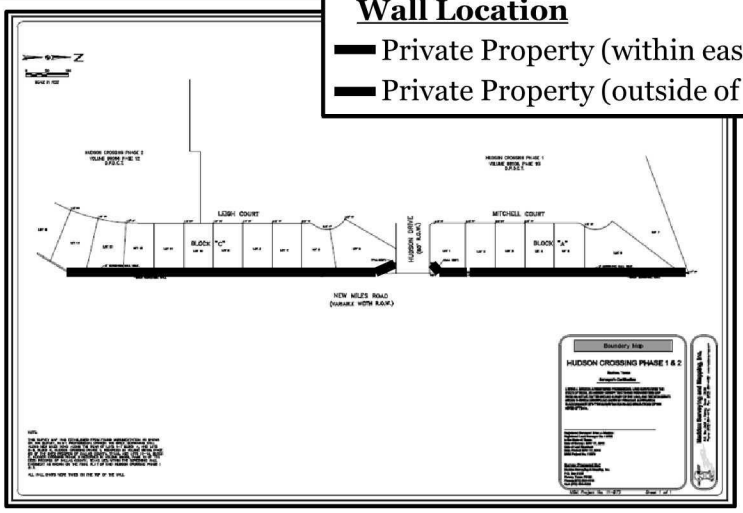
Background
Hudson Crossing Phases I & II



Background
Hudson Crossing Phases I & II

Wall Location

- Private Property (within easement)
- Private Property (outside of easement)



Background
Hudson Crossing Phases I & II

Background
Hudson Crossing Phases I & II

Background
Hudson Crossing Phases I & II

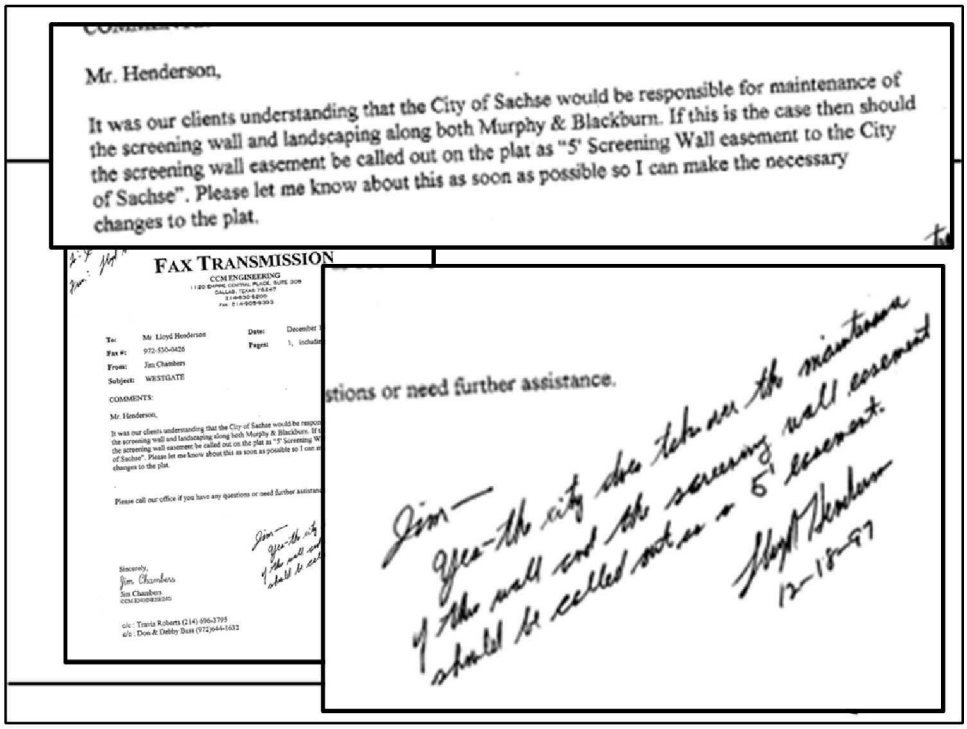
Background
Westgate – Northern Section

- The entire section of the masonry wall in the northern section of Westgate is located either on private property within 5-foot screening wall easement or on private property outside of the 5-foot screening wall easement.
- The portions located on private property outside of the 5-foot screening wall easement are where the entry features adjacent to Westgate Drive are constructed.

Background

Westgate – Southern Section

- With the exception of approximately 8 inches of a column the entire section of the masonry wall in the northern section of Westgate is located either on private property within 5-foot screening wall easement or on private property outside of the 5-foot screening wall easement.
- The portions located on private property outside of the 5-foot screening wall easement are where the entry features adjacent to Southgate Drive are constructed.
- Within the last 18 months, the City has performed one repair on the masonry wall located at 6704 Southgate Drive.



Mr. Henderson,

It was our clients understanding that the City of Sachse would be responsible for maintenance of the screening wall and landscaping along both Murphy & Blackburn. If this is the case then should the screening wall easement be called out on the plat as "5' Screening Wall easement to the City of Sachse". Please let me know about this as soon as possible so I can make the necessary changes to the plat.

FAX TRANSMISSION

CCM ENGINEERING

To: Mr. Lloyd Henderson
Fax #: 972-530-0426
From: Jim Chambers
Subject: WESTGATE
Date: December
Pages: 1, includi

COMMENTS:

Mr. Henderson,

It was our clients understanding that the City of Sachse would be respo
the screening wall and landscaping along both Murphy & Blackburn. If t
the screening wall easement be called out on the plat as "5' Screening W
of Sachse". Please let me know about this as soon as possible so I can m
changes to the plat.

Please call our office if you have any questions or need further assistan

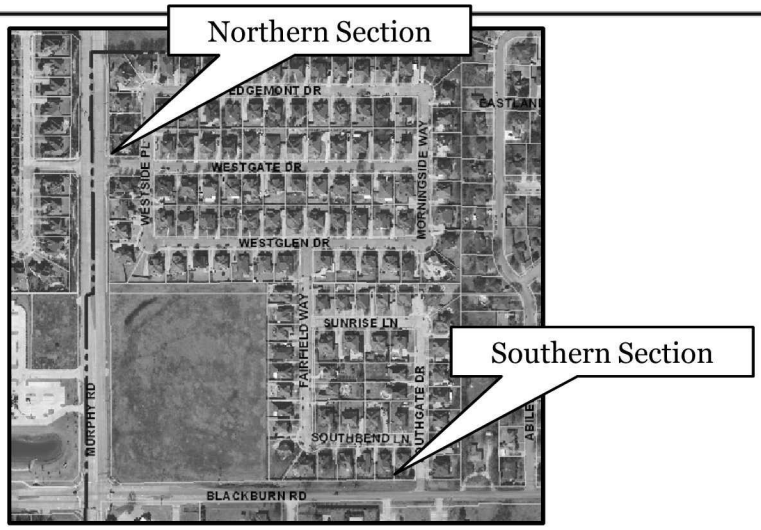
Sincerely,
Jim Chambers
Jim Chambers
CCM ENGINEERING

c/c: Travis Roberts (214) 596-3795
c/c: Don & Debby Bott (972)644-1632

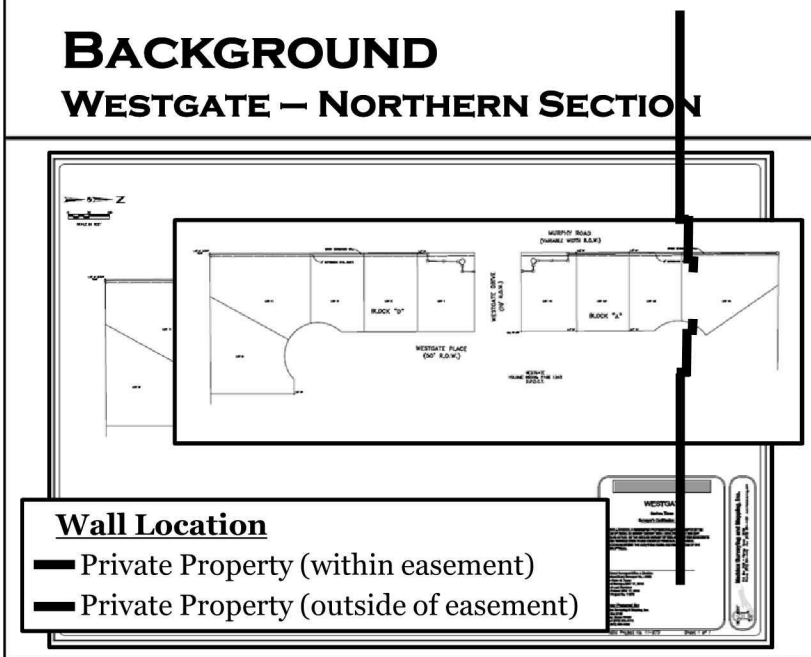
stions or need further assistance.

Jim—
Yes—the city does take on the maintenance of the wall and the screening wall easement should be called out as a 5' easement.
Lloyd Henderson
12-18-97

Background
Westgate



Background
Westgate – Northern Section

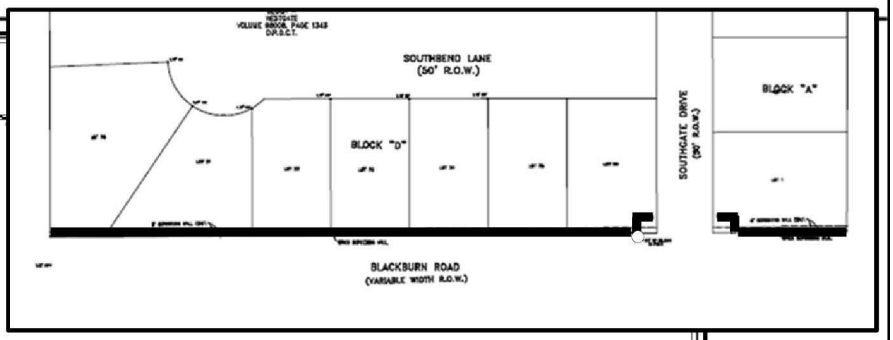


Wall Location

- Private Property (within easement)
- Private Property (outside of easement)

Background

Westgate – Southern Section



Wall Location

- Private Property (within easement)
- Private Property (outside of easement)
- Public Right-of-Way

Background

Westgate – Northern Section

Background
Westgate – Northern Section

Background
Westgate – Northern Section

Background
Westgate – Southern Section

Background
Westgate – Southern Section

Background

Westgate – Southern Section

Legal Framework

- Ordinances
- Limitations on use of public funds for improvements on private property
- Past Maintenance performed by City
- Limitations of City staff to enter into a binding agreement

Options

1. Private Maintenance by Individual Homeowners / HOA
2. Public Improvement District (Texas Local Government Code Chapter 372)
3. Dedication of easement to City & City Maintenance

Option #1

1. Private Maintenance by Individual Homeowners / HOA
   - Supported by current legal framework (example: Orchard Groves)
   - Notification of individual homeowners and/or HOA

Option #2

2. Public Improvement District (Texas Local Government Code Chapter 372)
   - Would entail a city-wide policy adoption to provide a "roadmap" for property owner participation
   - Property owners would need to "opt in" and/or initiate this process

Option #3

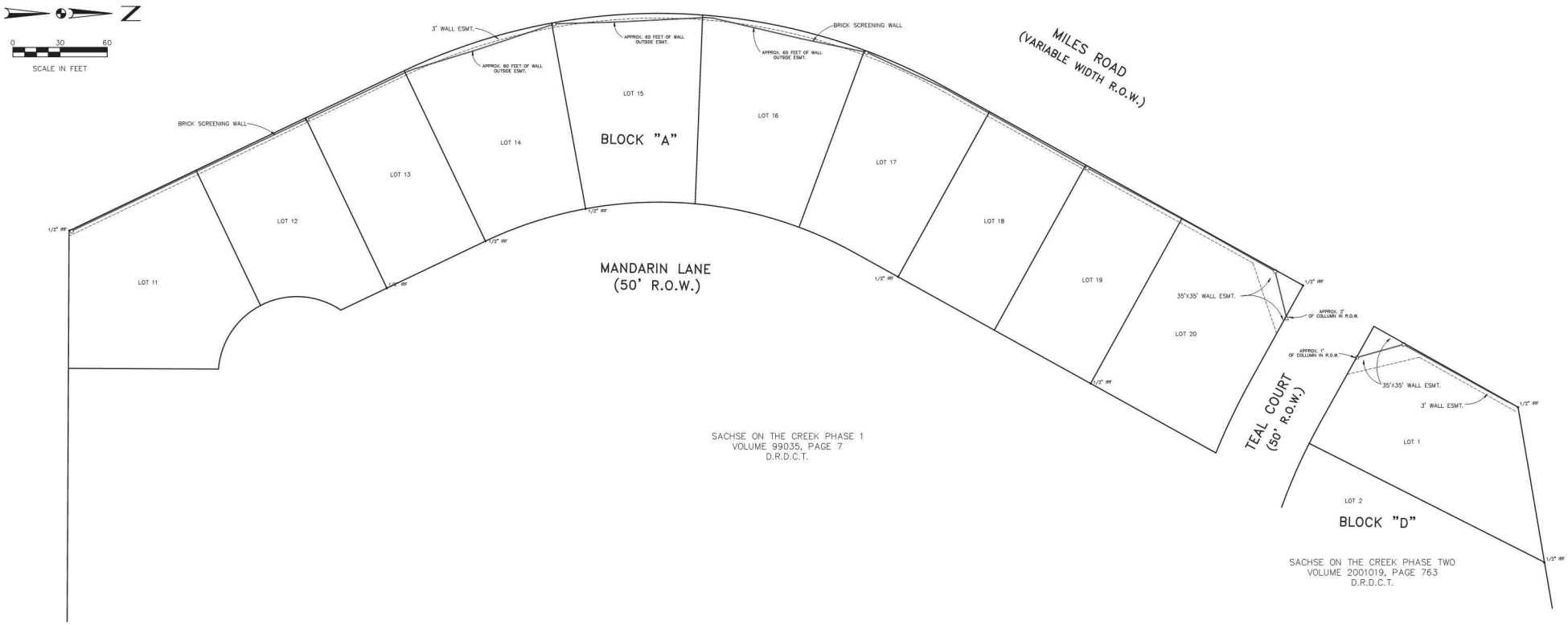
3. Dedication of easement to City & City Maintenance
   - Would require voluntary dedication by property owner
   - Discussion of fence materials to be used (e.g., masonry screen wall, wood fence, etc.)
   - Future maintenance concerns (e.g., matching of bricks as they become aged/weathered)

Budget Implications

- Costs to City
  - Easements
  - Maintenance
  - Replacement
  - Notification of Residents

Next Steps

- Approach for each of four subdivisions
  1. Sachse on the Creek Phases 1 & 2
  2. Park Lake Estates Phases 2 & 4
  3. Hudson Crossing Phases 1 & 2
  4. Westgate



NOTE:

THIS SURVEY MAP WAS ESTABLISHED FROM FOUND MONUMENTATION AS SHOWN ON THE SURVEY. IN MY PROFESSIONAL OPINION THE BRICK SCREENING WALL ALONG NEW MILES ROAD ALONG THE REAR OF LOTS 11–20 BLOCK A, SACHSE ON THE CREEK PHASE 1, RECORDED IN VOLUME 99035, PAGE 7 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND LOT 1, BLOCK D, SACHSE ON THE CREEK PHASE TWO RECORDED IN VOLUME 2001019, PAGE 763 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, EXCEPT AS SHOWN HEREON LIES WITHIN THE SCREENING WALL EASEMENT AS SHOWN ON THE FINAL PLAT OF SAID SACHSE ON THE CREEK PHASE 1 & TWO.

ALL WALL SHOTS WERE TAKEN ON THE TOP OF THE WALL. THE WALL IS LEANING IN MANY PLACES.

SACHSE ON THE CREEK PHASE 1 & TWO

Sachse, Texas

Surveyor's Certification

I, BRIAN J. MADDOX, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I HAVE PREPARED THIS MAP FROM AN ACTUAL ON THE GROUND SURVEY OF THE LAND, AND THE MONUMENTS SHOWN THEREON WERE FOUND UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SURVEYING RULES AND REGULATIONS OF THE STATE OF TEXAS.

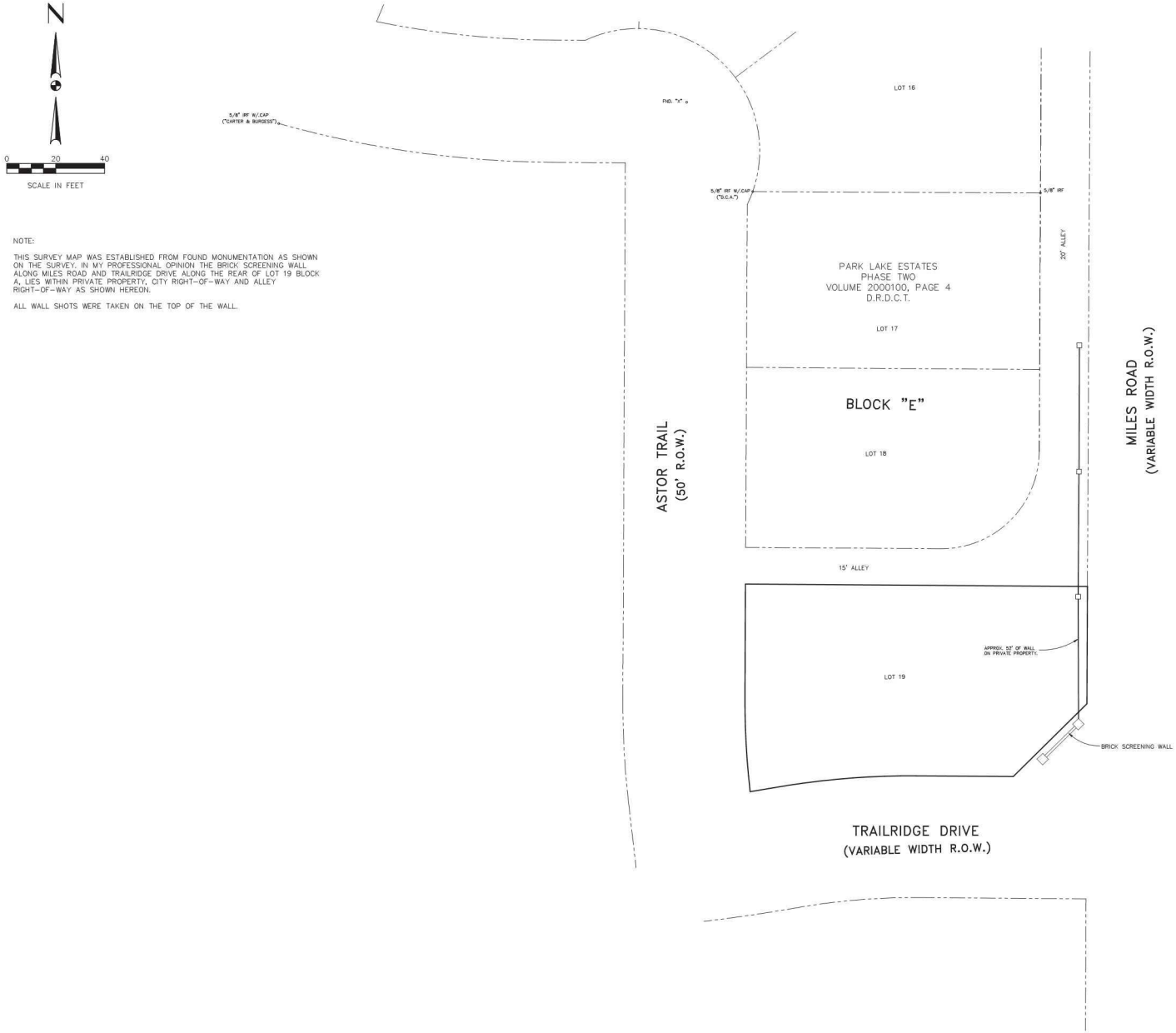
Registered Surveyor: Brian J. Maddox
Registered Land Surveyor No. : 5430
In the State of: Texas
Date of Survey : MAY 17, 2012
Date of Last Revision:
Date Printed: MAY 17, 2012
MSM Project No. 11973

Survey Prepared By:

Maddox Surveying & Mapping, Inc.
P.O. Box 2109
Forney, Texas 75126
Phone: (972) 564-4416
Fax: (972) 564-4428

Maddox Surveying and Mapping, Inc.
P.O. Box 2109 – Forney, Texas 75126
Phone: (972) 564-4416, Fax: (972) 564-4428 www.maddoxsurvey.com

MSM Project No. 11–973 *Sheet 1 of 1*



NOTE:

THIS SURVEY MAP WAS ESTABLISHED FROM FOUND MONUMENTATION AS SHOWN ON THE SURVEY. IN MY PROFESSIONAL OPINION THE BRICK SCREENING WALL ALONG MILES ROAD AND TRAILRIDGE DRIVE ALONG THE REAR OF LOT 19 BLOCK A, LIES WITHIN PRIVATE PROPERTY, CITY RIGHT-OF-WAY AND ALLEY RIGHT-OF-WAY AS SHOWN HEREON.

ALL WALL SHOTS WERE TAKEN ON THE TOP OF THE WALL.

Boundary Map

PARK LAKE ESTATES PHASE TWO

Sachse, Texas

Surveyor's Certification

I, BRIAN J. MADDOX, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I HAVE PREPARED THIS MAP FROM AN ACTUAL ON THE GROUND SURVEY OF THE LAND, AND THE MONUMENTS SHOWN THEREON WERE FOUND UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SURVEYING RULES AND REGULATIONS OF THE STATE OF TEXAS.

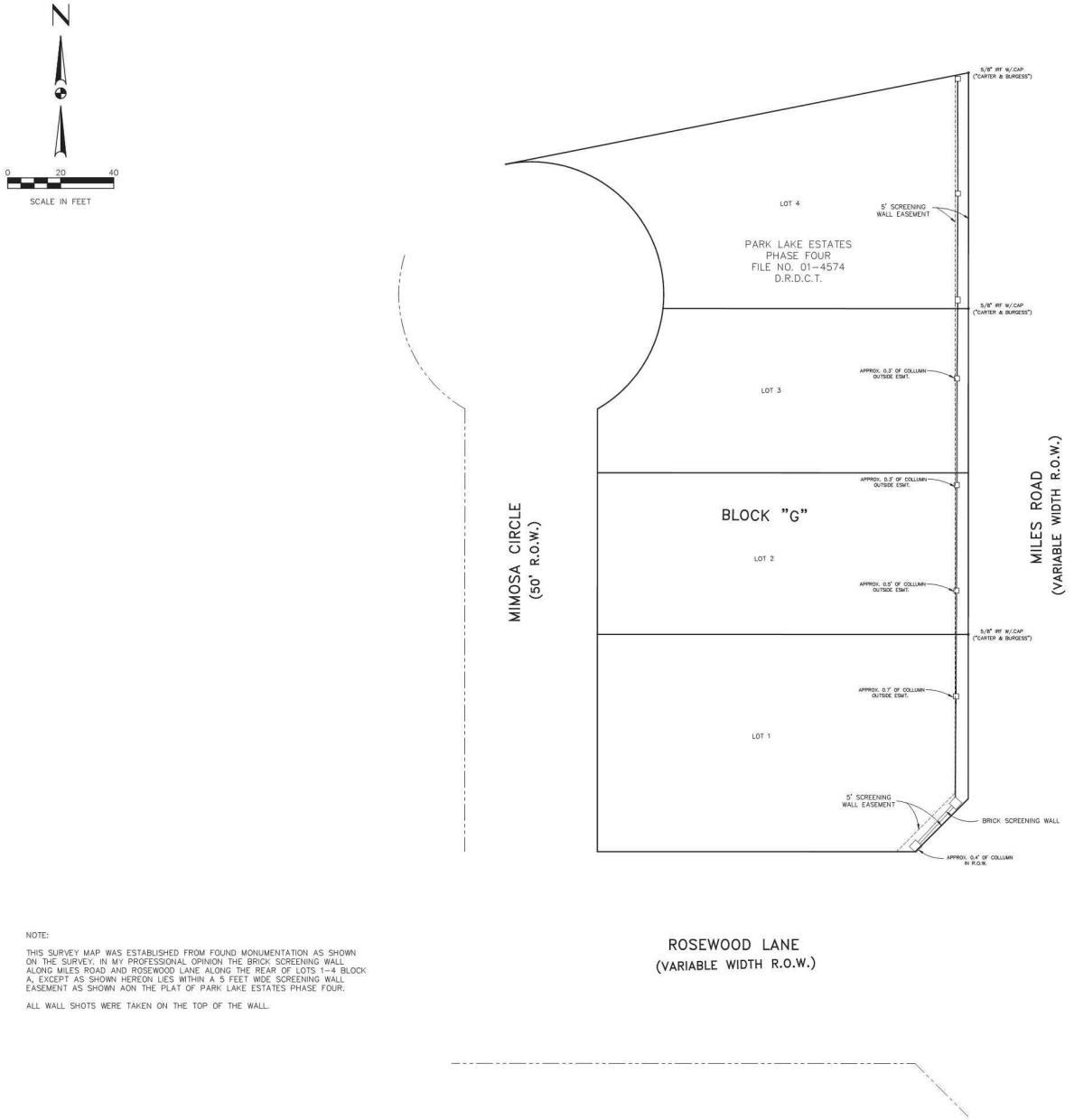
Registered Surveyor: Brian J. Maddox
Registered Land Surveyor No. : 5430
In the State of: Texas
Date of Survey : MAY 17, 2012
Date of Last Revision:
Date Printed: MAY 17, 2012
MSM Project No. 11973

Survey Prepared By:

Maddox Surveying & Mapping, Inc.
P.O. Box 2109
Forney, Texas 75126
Phone: (972) 564-4416, Fax: (972) 564-4428

Maddox Surveying and Mapping, Inc.
P.O. Box 2109 Forney, Texas 75126
Phone: (972) 564-4416, Fax: (972) 564-4428 www.maddoxsurvey.com

MSM Project No. 11-973 Sheet 1 of 1



NOTE:

THIS SURVEY MAP WAS ESTABLISHED FROM FOUND MONUMENTATION AS SHOWN ON THE SURVEY. IN MY PROFESSIONAL OPINION THE BRICK SCREENING WALL ALONG MILES ROAD AND ROSEWOOD LANE ALONG THE REAR OF LOTS 1-4 BLOCK A, EXCEPT AS SHOWN HEREON LIES WITHIN A 5 FEET WIDE SCREENING WALL EASEMENT AS SHOWN AON THE PLAT OF PARK LAKE ESTATES PHASE FOUR.

ALL WALL SHOTS WERE TAKEN ON THE TOP OF THE WALL.

PARK LAKE ESTATES PHASE FOUR

Sachse, Texas

Surveyor's Certification

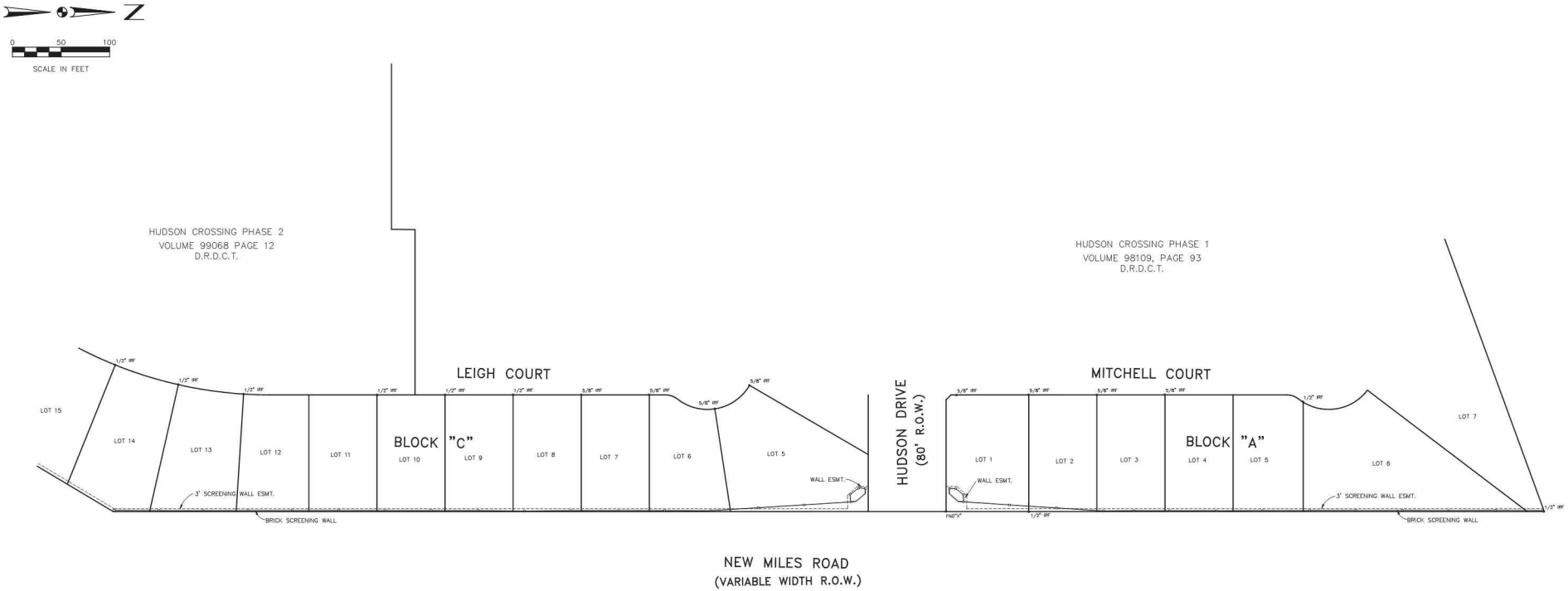
I, BRIAN J. MADDOX, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I HAVE PREPARED THIS MAP FROM AN ACTUAL ON THE GROUND SURVEY OF THE LAND, AND THE MONUMENTS SHOWN THEREON WERE FOUND UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SURVEYING RULES AND REGULATIONS OF THE STATE OF TEXAS.

Registered Surveyor: Brian J. Maddox
Registered Land Surveyor No. : 5430
In the State of: Texas
Date of Survey : MAY 17, 2012
Date of Last Revision:
Date Printed: MAY 17, 2012
MSM Project No. 11973

Survey Prepared By:

Maddox Surveying & Mapping, Inc.
P.O. Box 2109
Forney, Texas 75126
Phone: (972) 564-4416
Fax: (972) 564-4428

Maddox Surveying and Mapping, Inc.
P.O. Box 2109 - Forney, Texas 75126
Phone: (972) 564-4416, Fax: (972) 564-4428
www.maddoxsurvey.com



NOTE:

THIS SURVEY MAP WAS ESTABLISHED FROM FOUND MONUMENTATION AS SHOWN ON THE SURVEY. IN MY PROFESSIONAL OPINION THE BRICK SCREENING WALL ALONG NEW MILES ROAD ALONG THE REAR OF LOTS 1–7 BLOCK A; AND LOTS 5–9, BLOCK C, HUDSON CROSSING PHASE 1, RECORDED IN VOLUME 98109, PAGE 93 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND LOTS 10–14, BLOCK C, HUDSON CROSSING PHASE 2 RECORDED IN VOLUME 99068, PAGE 12 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS LIES WITHIN THE SCREENING WALL EASEMENT AS SHOWN ON THE FINAL PLAT OF SAID HUDSON CROSSING PHASE 1 & 2.

ALL WALL SHOTS WERE TAKEN ON THE TOP OF THE WALL.

Boundary Map

HUDSON CROSSING PHASE 1 & 2

Sachse, Texas

Surveyor's Certification

I, BRIAN J. MADDOX, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I HAVE PREPARED THIS MAP FROM AN ACTUAL ON THE GROUND SURVEY OF THE LAND, AND THE MONUMENTS SHOWN THEREON WERE FOUND UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SURVEYING RULES AND REGULATIONS OF THE STATE OF TEXAS.

Registered Surveyor: Brian J. Maddox
Registered Land Surveyor No. : 5430
In the State of: Texas
Date of Survey : MAY 17, 2012
Date of Last Revision:
Date Printed: MAY 17, 2012
MSM Project No. 11973

Survey Prepared By:

Maddox Surveying & Mapping, Inc.
P.O. Box 2109
Forney, Texas 75126
Phone: (972) 564-4416
Fax: (972) 564-4428

Maddox Surveying and Mapping, Inc.
P.O. Box 2109 – Forney, Texas 75126
Phone: (972) 564-4416, Fax: (972) 564-4428 www.maddoxsurvey.com

[redacted]

To: Jim Chambers
From: Lloyd Henderson

FAX TRANSMISSION

CCM ENGINEERING
1120 EMPIRE CENTRAL PLACE, SUITE 308
DALLAS, TEXAS 75247
214-630-5200
FAX: 214-905-9393

To: Mr. Lloyd Henderson

Fax #: 972-530-0426

From: Jim Chambers

Subject: WESTGATE

Date: December 18, 1997

Pages: 1, including this cover sheet.

COMMENTS:

Mr. Henderson,

It was our clients understanding that the City of Sachse would be responsible for maintenance of the screening wall and landscaping along both Murphy & Blackburn. If this is the case then should the screening wall easement be called out on the plat as "5' Screening Wall easement to the City of Sachse". Please let me know about this as soon as possible so I can make the necessary changes to the plat.

Please call our office if you have any questions or need further assistance.

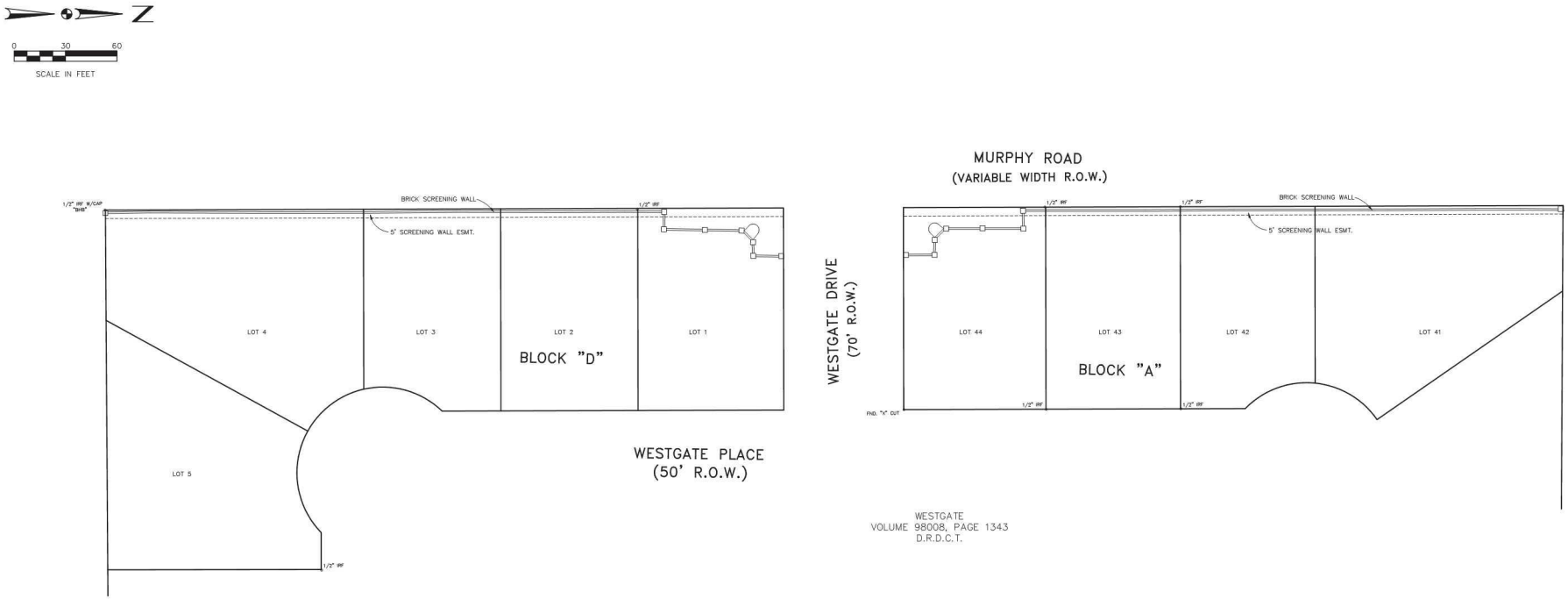
Jim—
Yes—the city does take over the maintenance of the wall and the screening wall easement should be called out as a 5' easement.
Lloyd Henderson
12-18-97

Sincerely,

Jim Chambers

Jim Chambers
CCM ENGINEERING

c/c : Travis Roberts (214) 696-3795
c/c : Don & Debby Bass (972)644-1632



NOTE:

THIS SURVEY MAP WAS ESTABLISHED FROM FOUND MONUMENTATION AS SHOWN ON THE SURVEY. IN MY PROFESSIONAL OPINION THE BRICK SCREENING WALL ALONG MURPHY ROAD ALONG THE REAR OF LOTS 1-4 BLOCK D, AND LOTS 41-44, BLOCK A, WESTGATE LIES WITHIN THE SCREENING WALL EASEMENT AS SHOWN ON THE FINAL PLAT OF WESTGATE RECORDED IN VOLUME 98008, PAGE 1343, DEED RECORDS DALLAS COUNTY, TEXAS., AND A PORTION OF THE WALL LIES WITHIN LOTS AS SHOWN.

ALL WALL SHOTS WERE TAKEN ON THE TOP OF THE WALL.

WESTGATE

Sachse, Texas

Surveyor's Certification

I, BRIAN J. MADDOX, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I HAVE PREPARED THIS MAP FROM AN ACTUAL ON THE GROUND SURVEY OF THE LAND, AND THE MONUMENTS SHOWN THEREON WERE FOUND UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SURVEYING RULES AND REGULATIONS OF THE STATE OF TEXAS.

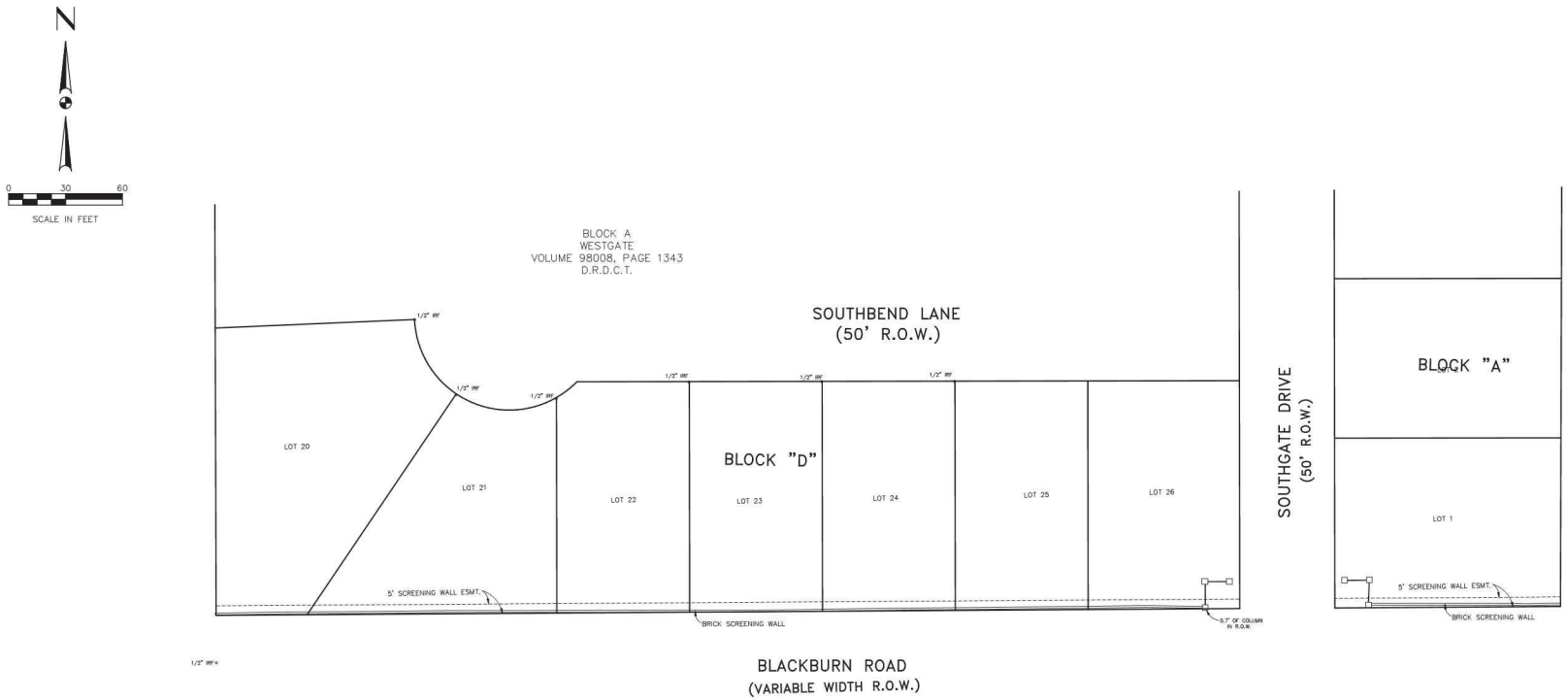
Registered Surveyor: Brian J. Maddox
Registered Land Surveyor No. : 5430
In the State of: Texas
Date of Survey : MAY 17, 2012
Date of Last Revision:
Date Printed: MAY 17, 2012
MSM Project No. 11973

Survey Prepared By:

Maddox Surveying & Mapping, Inc.
P.O. Box 2109
Forney, Texas 75126
Phone: (972) 564-4416
Fax: (972) 564-4428

MSM Project No. 11-973 *Sheet 1 of 1*

Maddox Surveying and Mapping, Inc.
P.O. Box 2109 – Forney, Texas 75126
Phone: (972) 564-4416, Fax: (972) 564-4428 www.maddoxsurvey.com



NOTE:

THIS SURVEY MAP WAS ESTABLISHED FROM FOUND MONUMENTATION AS SHOWN ON THE SURVEY. IN MY PROFESSIONAL OPINION THE BRICK SCREENING WALL ALONG BLACKBURN ROAD ALONG THE REAR OF LOTS 1 BLOCK A, AND LOTS 20-26, BLOCK D, WESTGATE UNLESS OTHERWISE SHOWN LIES WITHIN THE SCREENING WALL EASEMENT AS SHOWN ON THE FINAL PLAT OF WESTGATE RECORDED IN VOLUME 98008, PAGE 1343, DEED RECORDS DALLAS COUNTY, TEXAS., AND A PORTION OF THE WALL LIES WITHIN LOTS AS SHOWN.

ALL WALL SHOTS WERE TAKEN ON THE TOP OF THE WALL.

Boundary Map

WESTGATE

Sachse, Texas

Surveyor's Certification

I, BRIAN J. MADDOX, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I HAVE PREPARED THIS MAP FROM AN ACTUAL ON THE GROUND SURVEY OF THE LAND, AND THE MONUMENTS SHOWN THEREON WERE FOUND UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SURVEYING RULES AND REGULATIONS OF THE STATE OF TEXAS.

Registered Surveyor: Brian J. Maddox
Registered Land Surveyor No. : 5430
In the State of: Texas
Date of Survey : MAY 17, 2012
Date of Last Revision:
Date Printed: MAY 17, 2012
MSM Project No. 11973

Survey Prepared By:

Maddox Surveying & Mapping, Inc.
P.O. Box 2109
Forney, Texas 75126
Phone: (972) 564-4416
Fax: (972) 564-4428

MSM Project No. 11-973 *Sheet 1 of 1*

Maddox Surveying and Mapping, Inc.
P.O. Box 2109 – Forney, Texas 75126
Phone: (972) 564-4416, Fax: (972) 564-4428 www.maddoxsurvey.com

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

Legislation Details (With Text)

File #:	13-1374	**Version:**	1	**Name:**	CD - HWY 78 PROPERTY ECON DEVT
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	2/12/2013			**In control:**	City Council
On agenda:	2/18/2013			**Final action:**	

Title: The City Council shall convene into Executive Session pursuant to the TEXAS GOVERNMENT CODE, Section §551.071 (Consultation with Attorney) and § 551.087 (Economic Development) to seek legal advice and to deliberate on economic development incentives and financial prospects for property located on the Northwest side of State Highway 78, approximately 500 feet Northeast of the intersection of Ranch Road and State Highway 78.

Consider any action necessary as a result of executive session.

Executive Summary
Closed Executive Session as provided by State Law.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result

Title
The City Council shall convene into Executive Session pursuant to the TEXAS GOVERNMENT CODE, Section §551.071 (Consultation with Attorney) and § 551.087 (Economic Development) to seek legal advice and to deliberate on economic development incentives and financial prospects for property located on the Northwest side of State Highway 78, approximately 500 feet Northeast of the intersection of Ranch Road and State Highway 78.

Consider any action necessary as a result of executive session.

Executive Summary
Closed Executive Session as provided by State Law.

Background
This agenda item is provided for the City Council to meet in executive session with the City Attorney to deliberate the offer of a financial incentive to a business prospect, in accordance with Texas Government Code.

Policy Considerations
None.

powered by Legistar™

Budgetary Considerations
None.

Staff Recommendations
Conduct executive session and take any action appropriate.