



City of Sachse, Texas

Meeting Agenda

City Council

Tuesday, January 16, 2018

7:30 PM

Council Chambers

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

The City Council of the City of Sachse will hold a Regular Meeting on Tuesday, January 16, 2018, at 7:30 p.m. in the Council Chambers at Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas to consider the following items of business:

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

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

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

1. CONSENT AGENDA.

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

[18-4108](#) Approve the minutes of the December 18, 2017 workshop meeting.

Attachments: [12.18.17 Minutes Workshop](#)

[18-4109](#) Approve the minutes of the December 18, 2017 regular meeting.

Attachments: [12.18.17 Minutes](#)

[18-4118](#) Accept the monthly Revenue and Expenditure Report for the period ending November 30, 2017.

Attachments: [All Funds 11-30-17](#)

[Sales Tax Analysis Dec 17](#)

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

[18-4119](#) Presentation regarding the Rockport Donations by the Sachse Community.

3. CITIZEN INPUT.

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

4. REGULAR AGENDA ITEMS.

- [18-4116](#) Consider a resolution approving purchase orders in the amount not to exceed three hundred four thousand six hundred dollars (\$304,600.00) to Reynolds Asphalt and Construction Company, Incorporated for asphalt roadway improvement projects.
Attachments: [Resolution](#)
[Presentation](#)
- [18-4122](#) Consider approval of a Funding Agreement by and between the City of Sachse and Dallas County for the preliminary engineering of Pleasant Valley Road.
Attachments: [Project Location Map](#)
[Thoroughfare Plan - Final 2017 Comprehensive Plan](#)
[Funding Exhibit](#)
[Resolution and Funding Agreement - Pleasant Valley Road](#)
- [18-4123](#) Consider approval of a Funding Agreement by and between the City of Sachse and Dallas County for the preliminary engineering of the Muddy Creek Bridge and Sachse Road.
Attachments: [Project Location Map](#)
[Thoroughfare Plan - Final 2017 Comprehensive Plan](#)
[Resolution and Funding Agreement](#)
[Funding Exhibit](#)
- [18-4113](#) Discuss infrastructure related to development in the President George Bush Turnpike (PGBT) District.
Attachments: [Southeast Sewer Expansion Update](#)
- [18-4115](#) Consider an ordinance adopting the City of Sachse Design Manual for the installation of nodes and node support poles in the City's rights-of-way, pursuant to Texas Local Government Code Chapter 284.
Attachments: [Ordinance and Design Manual](#)
[Small Cell Facilities and Network Nodes v. 2](#)
- [18-4114](#) Consider a resolution amending the Master Fee Schedule FY2017 by adding a new section for Network Provider Fees to include small cell application fees, small cell user fees, and transport facility monthly user fee.
Attachments: [Resolution](#)

5. EXECUTIVE SESSION.[18-4129](#)

The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.072: Deliberation of the sale of real property generally located along SH 78.

Consider any action as a result of Executive Session.

6. ADJOURNMENT.

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

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

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

Posted: January 12, 2018; 5:00 p.m.

Michelle Lewis Sirianni, City Secretary

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



City of Sachse, Texas

Legislation Details (With Text)

File #: 18-4108 **Version:** 1 **Name:** December 18, 2017 Council workshop minutes.
Type: Agenda Item **Status:** Agenda Ready
File created: 12/21/2017 **In control:** City Council
On agenda: 1/16/2018 **Final action:**
Title: Approve the minutes of the December 18, 2017 workshop meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [12.18.17 Minutes Workshop](#)

Date	Ver.	Action By	Action	Result
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Title

December 18, 2017 workshop minutes.

Background

Minutes of the December 18, 2017 workshop meeting.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Approve the minutes of the December 18, 2017 workshop meeting.

CITY COUNCIL OF THE CITY OF SACHSE

WORKSHOP MEETING MINUTES

DECEMBER 18, 2017

The City Council of the City of Sachse held a workshop meeting on Monday, December 18, 2017 at 6:30 p.m. at the Sachse Animal Shelter 6436 Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Mayor Pro Tem Paul Watkins, Council Members Brett Franks, Charlie Ross, Bill Adams, Cullen King, and Jeff Bickerstaff. City Manager, Gina Nash; Director of Public Works and Engineering, Greg Peters; and Police Chief Bryan Sylvester.

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

ANIMAL SERVICES AND PUBLIC WORKS FACILITIES: Tour the Animal Services and Public Works Facilities located on Sachse Road.

Council was given a tour of the Animal Shelter and Public Works facilities by City Manager Gina Nash. The tour included discussion of existing physical conditions of the buildings, associated grounds, infrastructure, space usage and services provided from these locations.

Council discussed whether or not repairs/remodeling of existing facilities were practical or whether it was more beneficial to build new facilities.

City Manager Nash commented that options would be presented inclusive of funding sources to Council at their February Council Retreat.

ADJOURNMENT:

At 7:30 p.m. Mayor Felix adjourned the meeting.

MIKE J. FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary



City of Sachse, Texas

Legislation Details (With Text)

File #: 18-4109 **Version:** 1 **Name:** December 18, 2017 Council minutes.
Type: Agenda Item **Status:** Agenda Ready
File created: 12/21/2017 **In control:** City Council
On agenda: 1/16/2018 **Final action:**
Title: Approve the minutes of the December 18, 2017 regular meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [12.18.17 Minutes](#)

Date	Ver.	Action By	Action	Result
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Title
December 18, 2017 regular minutes.

Background
Minutes of the December 18, 2017 regular meeting.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Approve the minutes of the December 18, 2017 regular meeting.

CITY COUNCIL OF THE CITY OF SACHSE
MEETING MINUTES
DECEMBER 18, 2017

The City Council of the City of Sachse held a regular meeting on Monday, December 18, 2017 at 7:30 p.m. at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Mayor Pro Tem Paul Watkins, Council Members Brett Franks, Charlie Ross, Bill Adams, Cullen King, and Jeff Bickerstaff. City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; Economic Development Director, Leslyn Blake; Human Resources Director, Melinda Walter; Parks and Recreation Director, Lance Whitworth; Development Services Director, Dusty McAfee; Director of Public Works and Engineering, Greg Peters; Police Chief, Bryan Sylvester; and Fire Chief, Marty Wade.

Mayor Felix opened the meeting at 7:33 p.m.

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

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

17-4097 - Approve the minutes of the December 4, 2017 workshop meeting.

17-4098 – Approve the minutes of the December 4, 2017 regular meeting.

17-3850 - Approve a resolution awarding the bid for the construction of the 2017-2018 Sachse Water & Sewer Main Rehabilitation project to KIK Underground, LLC.

17-4096 – Approve the 2015 International Model Codes.

17-4401 – Accept the 4th Quarter Investment Report for September 30, 2017.

17-4104 – Accept the Monthly Revenue and Expenditure Report for the period ending October 31, 2017.

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

MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS:

Councilman King asked everyone to remember 5 Loaves Pantry when giving donations as well as the Sachse Animal Shelter.

Mayor Felix announced on December 19 at the Library, they are hosting Christmas Songs with Garland Symphony Orchestra Violinist at 6:00 p.m.; the FOP toy drive are collecting donations; and residents may recycle their Christmas Trees by dropping them off at Salmon Park through January 9. Mayor Felix thanked everyone involved with the Christmas Extravaganza. It was a great event and appreciates everyone who came out for it.

CITIZENS INPUT:

Tricia Lindsey, 3718 Rock House Drive, asked Council to consider extending the duration of the school zone lights due to Hudson not getting out of school until 4:00 p.m. and traffic. She commented that the lights are one only until 4:15 p.m. Mrs. Lindsey also asked Council to consider placing crosswalks at Rosewood and Trail Ridge on Miles Road.

REGULAR AGENDA ITEMS:

17-4107 Discuss partnership with the North Central Texas Council of Governments (NCTCOG) to fund transportation improvements to Merritt Road and the offset intersection of Merritt Road and Woodbridge Parkway.

Mrs. Nash stated Michael Morris, Executive Director of Transportation with NCTCOG will be speaking regarding funding for the Merritt Road alignment, but also the potential funding for the widening of Merritt Road to the PGBT.

Mr. Morris spoke to Council regarding the safety of offset intersections and trying to eliminate them. Mr. Morris stated the NCTCOG has been discussing with Dallas County the idea of financial support for the building of a four lane divided road from the PGBT to Sachse Road. Mr. Morris stated he is willing to communicate with all the financial partners and is only asking staff to come up with associated costs. The NCTCOG is prepared to go to Collin County to ask for monies to be allocated to the Sachse area as well. Mr. Morris emphasized creating systems and their focus to help build transportation systems. If Council chooses to partnership with the NCTCOG and Dallas County, this will reduce the overall financial participation for the project.

City Council expressed their thanks for the willingness of the NCTCOG to partner on the project. They discussed the importance of the needed infrastructure, for staff working with the NCTCOG, and timeframe of when monies would become available. Mr. Morris commented that they front load local monies towards engineering costs, but would have an agreement within sixty days.

Mrs. Nash stated she would put together a letter stating support by Council to partner with NCTCOG and Dallas County for the project.

17-4105 Consider an ordinance directing the City Manager to erect No U-Turn signs for northbound and southbound traffic on Miles Road at Hunters Ridge Drive.

Mrs. Nash introduced this item stating there have been some challenges around the high school with parents doing U-turns and dropping kids off at the curb. Staff feels that the No U-turn signs will solve the issue.

Mr. Peters stated that staff met with the principal of Sachse High School, reviewed traffic signal timing, and reviewed concerns with the Police Department. Creating the No U-turn on Miles Road at Hunters Ridge Drive will reduce the impediments to traffic of motorists attempting to enter the high school property. Staff recommends approval.

Councilman Bickerstaff asked if the map indicated approximate locations and if the signs would be before the intersection in both directions. Mr. Peters responded yes and they would be placed on a traffic pole for better visibility.

Mayor Pro Tem Watkins asked if there has been any issues with traffic flow and dropping kids off at school. Mr. Peters responded that it has gotten better and have altered the timing delay of the left turn lanes, but in general there will always be a backup of vehicles.

Councilman Franks made a motion to approve an ordinance directing the City Manager to erect No U-Turn signs for northbound and southbound traffic on Miles Road at Hunters Ridge Drive. Councilman Adams seconded that motion and the motion was unanimously approved.

17-4103 Presentation of new Fire Truck.

Chief Wade thanked Council and the City for the new truck, and then invited all to take a trip outside to see it.

EXECUTIVE SESSION:

17-4102: The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.072: Deliberation of the purchase, sale and license of real property generally located in the mid-west part of the City of Sachse.

17-4099: The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.074: Personnel: regarding the mid-year review of the City Manager.

At 8:57 p.m. City Council recessed into Executive Session.

At 10:25 p.m. City Council reconvened back into regular session.

No action was taken on items 17-4102 and 17-4099.

ADJOURNMENT:

Mayor Felix adjourned the meeting at 10:26 p.m.

MIKE J FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary



City of Sachse, Texas

Legislation Details (With Text)

File #: 18-4118 **Version:** 1 **Name:** Monthly Budget Reports November 2017
Type: Agenda Item **Status:** Agenda Ready
File created: 1/10/2018 **In control:** City Council
On agenda: 1/16/2018 **Final action:**
Title: Accept the monthly Revenue and Expenditure Report for the period ending November 30, 2017.
Sponsors:
Indexes:
Code sections:
Attachments: [All Funds 11-30-17](#)
[Sales Tax Analysis Dec 17](#)

Date	Ver.	Action By	Action	Result
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Title

Monthly Revenue and Expenditure Report for the period ending November 30, 2017.

Background

The Finance Department prepares a report each month to update the City Council regarding revenues and expenditures for the City. Included in the report are unaudited summaries for the General Fund, Utility Fund, Debt Service Fund, and Sachse Economic Development Corporation for the period ended November 30, 2017, as well as an analysis of sales tax revenues received year-to-date.

Policy Considerations

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

Staff Recommendations

Accept the Monthly Revenue and Expenditure Report for the period ending November 30, 2017.

City of Sachse
Monthly Revenue and Expenditure Report
November 30, 2017
(Unaudited)

GENERAL FUND

	17% of Year Completed				Note
	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Reference 17%
Revenue Summary					
Property Tax	\$ 11,107,591	\$ 440,930	\$ 669,392	6.03%	A
Sales Tax	1,434,000	239,496	356,532	24.86%	
Franchise Fees	1,694,233	144,287	368,198	21.73%	
Licenses and Permits	615,500	31,865	86,258	14.01%	
Service Fees	676,000	20,892	80,359	11.89%	
Fines	250,000	22,784	42,551	17.02%	
Interest Income	25,000	6,883	13,923	55.69%	
Miscellaneous Income	281,118	41,250	77,796	27.67%	
Intergovernmental Revenue	1,078,989	89,916	179,832	16.67%	
Total Revenue	\$ 17,162,431	\$ 1,038,303	\$ 1,874,840	10.92%	
Expenditure Summary					
City Manager	\$ 409,060	\$ 29,535	\$ 63,258	15.46%	B
City Secretary	166,672	8,325	40,913	24.55%	
Human Resources	361,047	19,122	50,659	14.03%	
Finance	546,930	36,429	115,203	21.06%	
Municipal Court	245,179	15,157	33,321	13.59%	
Parks & Recreation	1,660,984	86,161	171,271	10.31%	
Senior Programs	151,626	7,896	19,839	13.08%	
Library Services	470,203	23,973	78,797	16.76%	
Community Development	879,108	47,219	134,276	15.27%	
Streets & Drainage	1,944,286	59,709	167,132	8.60%	
Facility Maintenance	539,325	33,959	71,516	13.26%	
Police	5,123,381	275,373	819,635	16.00%	
Animal Control	220,972	9,021	28,630	12.96%	
Fire/EMS	4,047,667	242,001	675,013	16.68%	
Combined Services	389,672	12,689	179,677	46.11%	
City Engineer	241,594	9,911	33,718	13.96%	
Information Technology	428,270	49,368	73,675	17.20%	
Total Expenditures	\$ 17,825,976	\$ 965,849	\$ 2,756,532	15.46%	
Total Revenue Over/Under Expenses	\$ (663,545)	\$ 72,455	\$ (881,692)		

Explanation of Major Variances:

- A** Property Tax receipts peak in December and January
B Total annual property and liability premium paid in October

City of Sachse
Monthly Revenue and Expenditure Report
November 30, 2017
(Unaudited)

UTILITY FUND

17% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 17%
Revenue Summary					
Water Revenue	\$ 6,204,912	\$ 642,837	\$ 1,332,169	21.47%	
Sewer Revenue	4,565,736	404,252	790,815	17.32%	
Fees	158,500	19,540	38,328	24.18%	
Interest Income	10,000	17,119	33,256	332.56%	
Transfer In-Debt Service					
Miscellaneous Income	-	7,230	14,691		
Total Revenue	\$ 10,939,148	\$ 1,090,978	\$ 2,209,259	20.20%	
Expenditure Summary					
Utility Administration	\$ 350,365	\$ 21,493	\$ 49,571	14.15%	
Water Operations	7,822,028	439,813	882,620	11.28%	A
Sewer Operations	15,687,032	226,158	492,912	3.14%	A
Meter Reading	2,457,045	1,070,342	1,090,934	44.40%	A
Total Expenditures	\$ 26,316,470	\$ 1,757,805	\$ 2,516,037	9.56%	
Total Revenue Over/Under Expenses	\$ (15,377,322)	\$ (666,828)	\$ (306,778)		

Explanation of Major Variances:

A Budget includes capital allocations

Monthly Revenue and Expenditure Report
November 30, 2017
(Unaudited)

Debt Service Fund

17% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 17%
Revenue Summary					
Property Tax	\$ 3,522,138	\$ 154,785	\$ 234,980	6.67%	
Interest Income	1,000	427	843	84.35%	
Miscellaneous Receipts		-	3,393		
Total Revenue	\$ 3,523,138	\$ 155,212	\$ 239,217	6.79%	
Expenditure Summary					
Fees	\$ 3,500		\$ 1,050	30.00%	
Principal	2,330,000	-	-	0.00%	A
Interest	1,433,496			0.00%	A
Transfer Out-Utility Fund					
Total Expenditures	\$ 3,766,996	\$ -	\$ 1,050	0.03%	
Total Revenue Over/Under Expenses	\$ (243,858)	\$ 155,212	\$ 238,167		

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

City of Sachse
Monthly Revenue and Expenditure Report
November 30, 2017
(Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

17% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 17%
Revenue Summary					
Sales Tax	\$ 700,000	\$ 119,748	\$ 174,609	24.94%	
Other Income	\$ -	\$ 500	\$ 500		A
Interest Income	1,500	404	807	53.79%	
Total Revenue	\$ 701,500	\$ 120,652	\$ 175,916	25.08%	
Expenditure Summary					
Expenditures	701,609	14,839	43,834	6.25%	
Total Expenditures	\$ 701,609	\$ 14,839	\$ 43,834	6.25%	
Total Revenue Over/Under Expenses	\$ (109)	\$ 105,813	\$ 132,083		

Explanation of Major Variances:

A Rental income on EDC property

CITY OF SACHSE

2017/2018 SALES TAX ANALYSIS

	Total	General Fund	General Fund	YTD Percent		Total	General Fund	General Fund	YTD Percent
FY 2017	Sales Tax	Sales Tax	Year-To-Date	of Budget	FY 2018	Sales Tax	Sales Tax	Year-To-Date	of Budget
October	204,011	116,572	116,572	9.56%	October	192,025	109,723	116,572	9.56%
November	269,073	153,748	270,320	19.53%	November	419,139	239,496	356,068	25.43%
December	195,780	111,868	382,188	27.62%	December	192,626	110,067	466,135	33.30%
January	198,694	113,534	495,722	35.82%	January				
February	295,944	169,102	664,824	48.04%	February				
March	202,397	115,649	780,473	56.40%	March				
April	169,232	96,699	877,172	63.38%	April				
May	248,537	142,014	1,019,186	73.65%	May				
June	190,343	108,762	1,127,948	81.51%	June				
July	196,493	112,276	1,240,224	89.62%	July				
August	265,411	151,656	1,391,880	100.58%	August				
September	188,666	107,804	1,499,683	108.37%	September				
TOTAL	2,624,580	1,499,683			TOTAL	803,790	459,286		
BUDGET		1,383,888			BUDGET		1,400,000		



City of Sachse, Texas

Legislation Details (With Text)

File #: 18-4119 **Version:** 1 **Name:** Rockport Donations
Type: Agenda Item **Status:** Agenda Ready
File created: 1/10/2018 **In control:** City Council
On agenda: 1/16/2018 **Final action:**
Title: Presentation regarding the Rockport Donations by the Sachse Community.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Title
Rockport Donations by the Sachse Community.

Background
Sachse residents donated more than \$10,000 in gift cards to those affected by Hurricane Harvey in Rockport.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Presentation only.



City of Sachse, Texas

Legislation Details (With Text)

File #: 18-4116 **Version:** 1 **Name:** 2017-2018 Asphalt Street Maintenance Projects
Type: Agenda Item **Status:** Agenda Ready
File created: 1/4/2018 **In control:** City Council
On agenda: 1/16/2018 **Final action:**
Title: Consider a resolution approving purchase orders in the amount not to exceed three hundred four thousand six hundred dollars (\$304,600.00) to Reynolds Asphalt and Construction Company, Incorporated for asphalt roadway improvement projects.

Sponsors:

Indexes:

Code sections:

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

Date	Ver.	Action By	Action	Result
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Title

Asphalt Roadway Improvement Projects

Background

The City of Sachse utilizes the PASER system to analyze and score streets based upon pavement condition. This information is utilized by City staff and the City Council on an annual basis to rank streets in the community and determine which streets are in need of rehabilitation.

During the 2017-2018 budget process, the following asphalt streets were identified to receive funding from the Street Maintenance Tax for rehabilitation:

- Sachse Street (\$30,000)
- Pleasant Valley Place (\$81,600)
- Longbranch Court (\$60,000)
- Ben Road (\$133,000)

The PASER information for each street is provided in the attached presentation.

Policy Considerations

It is the responsibility of the City of Sachse to maintain, upgrade, and improve public roads as necessary in the City of Sachse.

Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, goods, and services.

The City Council of the City of Sachse, Texas has approved the Master Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie, Texas for the purchase of necessary equipment, goods, and services (Resolution No. 3381).

Contract pricing from the City of Grand Prairie Bid 11099 "Pavement Resurfacing Services with Reynolds Asphalt and Construction Company," may be utilized by the City of Sachse for asphalt roadway improvements.

Budgetary Considerations

The proposed projects have a total cost of \$304,600.00. The recommended funding source for the design is the Street Maintenance Tax funds, as shown in the 2017-2018 Fiscal Year Operating Budget.

Staff Recommendations.

Staff recommends that Council approve a resolution authorizing purchase orders in the amount not to exceed three hundred and four thousand six hundred dollars (\$304,600.00) to Reynolds Asphalt and Construction Company, Incorporated for asphalt roadway improvement projects; authorizing its execution by the City Manager; and providing an effective date.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING PURCHASE ORDERS IN THE AMOUNT NOT TO EXCEED THREE HUNDRED FOUR THOUSAND SIX HUNDRED DOLLARS (\$304,600.00) TO REYNOLDS ASPHALT AND CONSTRUCTION COMPANY, INCORPORATED FOR ASPHALT ROADWAY IMPROVEMENT PROJECTS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's Capital Improvement Plan includes asphalt street maintenance projects for Sachse Street, Pleasant Valley Place, Longbranch Court, and Ben Road; and

WHEREAS, the Street Maintenance Tax Fund shall be the designated funding source for these asphalt street maintenance projects; and

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, goods and services; and

WHEREAS, the City Council of the City of Sachse, Texas has approved the Master Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie for the purchase of necessary equipment, goods and services (Resolution No. 3381); and

WHEREAS, the City of Sachse desires to utilize contract pricing from the City of Grand Prairie Bid 11099 for Pavement Resurfacing Services with Reynolds Asphalt and Construction Company for asphalt roadway improvements; and

WHEREAS, Purchase Orders need to be authorized by the City Council for said asphalt roadway improvements and the City Manager should be authorized to execute said Purchase Orders not to exceed \$304,600.00 as the total aggregate of all Purchase Orders to be executed.

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

Section 1: That the City Council hereby approves Purchase Orders for asphalt roadway improvements and authorizes the City Manager to execute said Purchase Orders not to exceed three hundred four thousand six hundred dollars (\$304,600.00) as the total aggregate of all Purchase Orders to be executed.

Section 3: That the funding source for these Purchase Orders is the Street Maintenance Tax Fund.

Section 2: That this resolution shall become effective immediately upon its passage.

RESOLVED this ____ day of January, 2018. CITY OF SACHSE, TEXAS

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary



2018 Asphalt Street Maintenance Projects

City Council Meeting

January 16, 2018

Overview

- Street Maintenance Tax Fund
- PASER Rating System
- Current PASER Map
- Street Photos
- Staff Recommendation

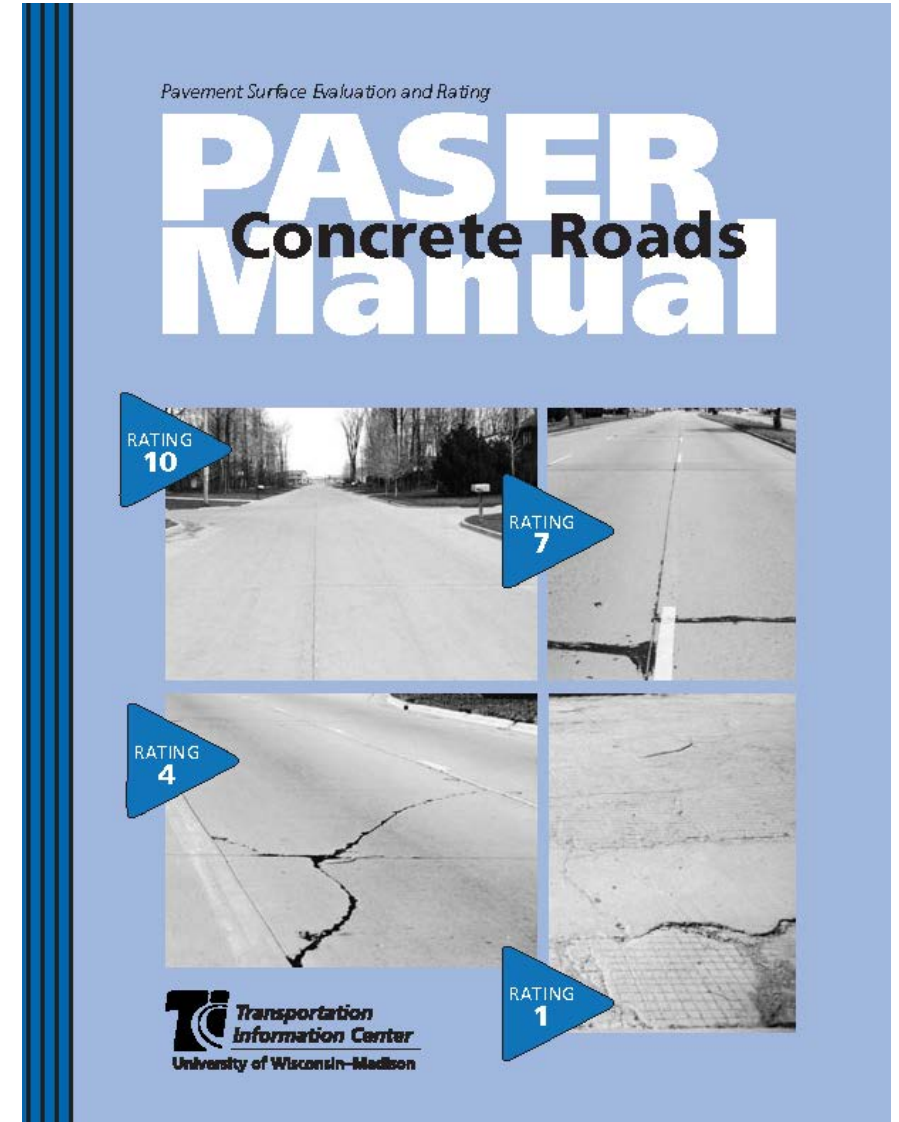
Street Maintenance Tax Program

- In the May election, voters approved the continuation of the ¼ cent sales and use tax for Street Maintenance.
- As part of the CIP Update process, staff reviews the conditions of existing streets and includes street rehabilitation needs in the CIP for Street Maintenance Tax (SMT) funding.
- For FY 2017-18, the anticipated available funding is \$365,000.
- Historically, the majority of SMT funding has gone toward maintenance and rehabilitation projects of local neighborhood streets.



PASER System

- Pavement Surface Evaluation and Rating (PASER) is a commonly used system for evaluating the conditions of streets
- It was established by the University of Wisconsin-Madison
- Allows for simple and consistent scoring of street conditions
- The staff PASER assessment was completed in known areas of concern. It does not yet include every street in the City.
- Staff will continue to utilize the PASER system and review street conditions on an annual basis.



Street Assessment

Rating Legend

Red – 1-2

Orange – 3

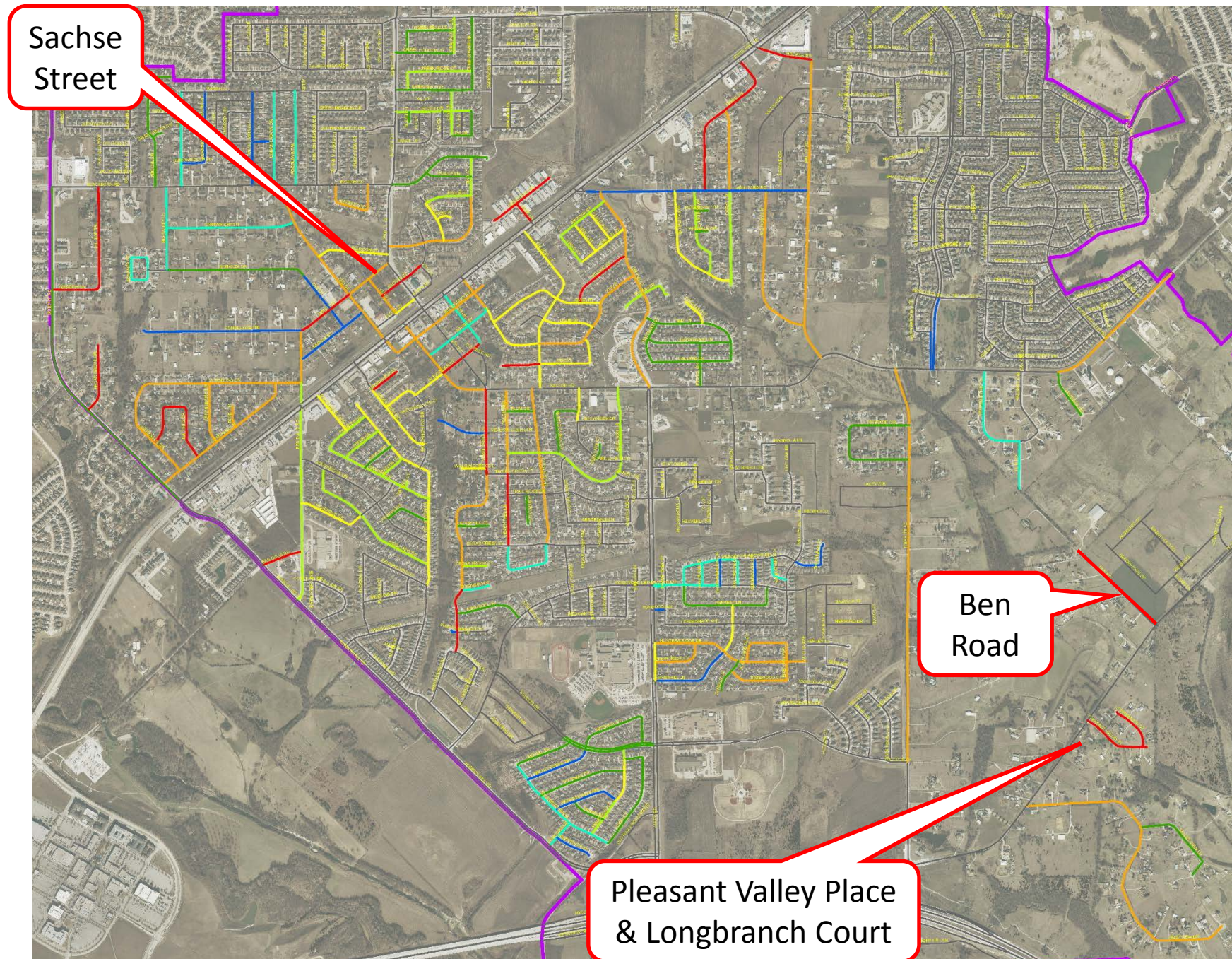
Yellow – 4

Light Green – 5

Dark Green – 6-7

Cyan – 8

Blue – 9-10



Sachse Street

- Project Cost: \$30,000
- PASER Rating: 2



- Conditions
 - Alligator cracking
 - Rutting
 - Subgrade failure
 - Failed patches

Pleasant Valley Place & Longbranch Court

- Project Cost: \$141,600
- PASER Rating: 2



- Conditions
 - Alligator cracking
 - Rutting
 - Subgrade failure
 - Failed patches

Ben Road

- Project Cost: \$133,000
- PASER Rating: 2



- Conditions
 - Alligator cracking
 - Rutting
 - Subgrade failure
 - Moderate to severe potholing

Staff Recommendation

- Staff recommends approval of the resolution to approve purchase orders in the amount of \$304,600 to Reynolds Asphalt.



City of Sachse, Texas

Legislation Details (With Text)

File #:	18-4122	Version:	1	Name:	Dallas County FA - Pleasant Valley Road
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	1/10/2018	In control:		In control:	City Council
On agenda:	1/16/2018	Final action:		Final action:	
Title:	Consider approval of a Funding Agreement by and between the City of Sachse and Dallas County for the preliminary engineering of Pleasant Valley Road.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Project Location Map Thoroughfare Plan - Final 2017 Comprehensive Plan Funding Exhibit Resolution and Funding Agreement - Pleasant Valley Road				

Date	Ver.	Action By	Action	Result
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Title

Consider approval of a resolution authorizing the City Manager to execute a Funding Agreement by and between the City of Sachse and Dallas County for the preliminary engineering of Pleasant Valley Road.

Background

Pleasant Valley Road is shown in the City of Sachse Thoroughfare Plan as a minor arterial roadway. The road is also shown in both the City of Wylie Thoroughfare Plan and Dallas County's Major Capital Improvements Project (MCIP) list.

Beginning in November 2017, Dallas County began its efforts to identify projects for future consideration in its MCIP program. Dallas County will begin preliminary engineering of Pleasant Valley Road as part of its MCIP 7th Call for Projects, which includes roadway improvement projects that would receive construction funding in 2022-2025.

Funding for construction could include additional partners such as the City of Garland and North Central Texas Council of Governments.

In accordance with the Funding Agreement (FA), Dallas County will be the project lead and will provide 50% of the funding for the preliminary engineering. The local match will be split between the City of Sachse (\$300,000) and the City of Wylie (\$200,000), in proportion to the length of the road within each city (Dallas County portion).

The Sachse Fiscal Year (FY) 17-18 Capital Improvement Plan shows the project to receive funding in FY 19-20 for preliminary design (\$500,000). This figure may now be reduced to \$300,000, due to the cost savings created by partnering with the City of Wylie to design the entire corridor at the same

time. Since Dallas County will begin preliminary engineering in Fall 2018, they are ready to execute a FA for the project. In order for Dallas County to move forward with the selection of an engineering team and begin the project, the City must execute the FA.

No City funds will be required until FY 18-19. Staff will allocate the required funding in the upcoming FY 2018-2019 budget. Funding for the preliminary engineering is anticipated to come from Roadway Impact Fees.

Policy Considerations

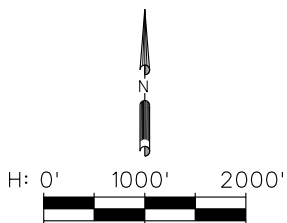
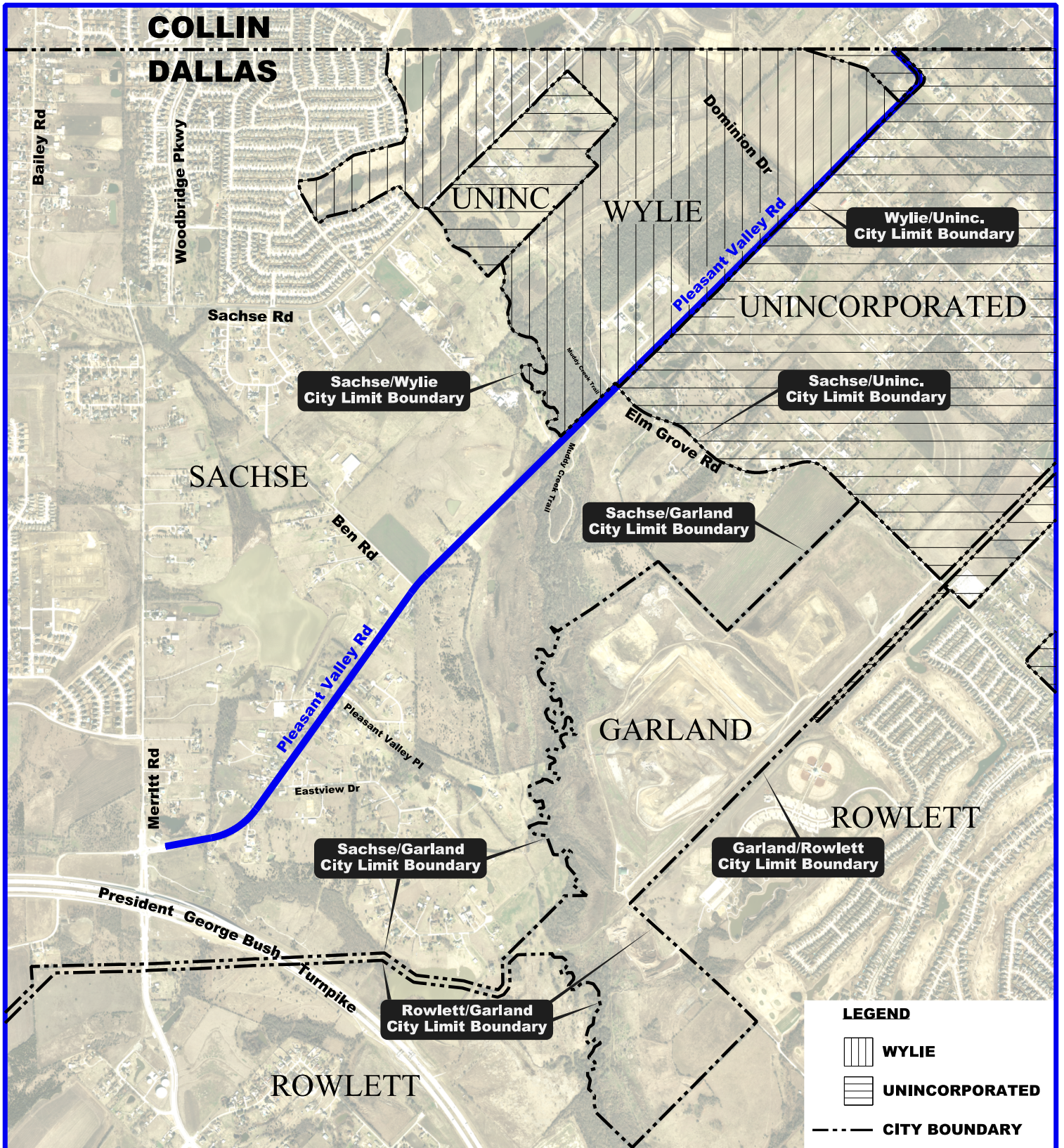
The project is identified in the City of Sachse Thoroughfare Plan and the City of Sachse Capital Improvement Plan as a future roadway improvement project.

Budgetary Considerations

The FY 17-18 Capital Improvement Plan shows the project to receive future funding in FY 19-20 for design. However, Dallas County is preparing to begin the preliminary engineering in Fall 2018. Per the attached FA, Dallas County is funding 50% of the cost of preliminary engineering. The City of Sachse portion will be \$300,000, and will be included in the upcoming FY 18-19 budget process.

Staff Recommendations

Staff recommends that the City Council approve a resolution authorizing the City Manager to execute a Funding Agreement by and between the City of Sachse and Dallas County for the preliminary engineering of Pleasant Valley Road.



Attachment A Project Location Map

PLEASANT VALLEY ROAD

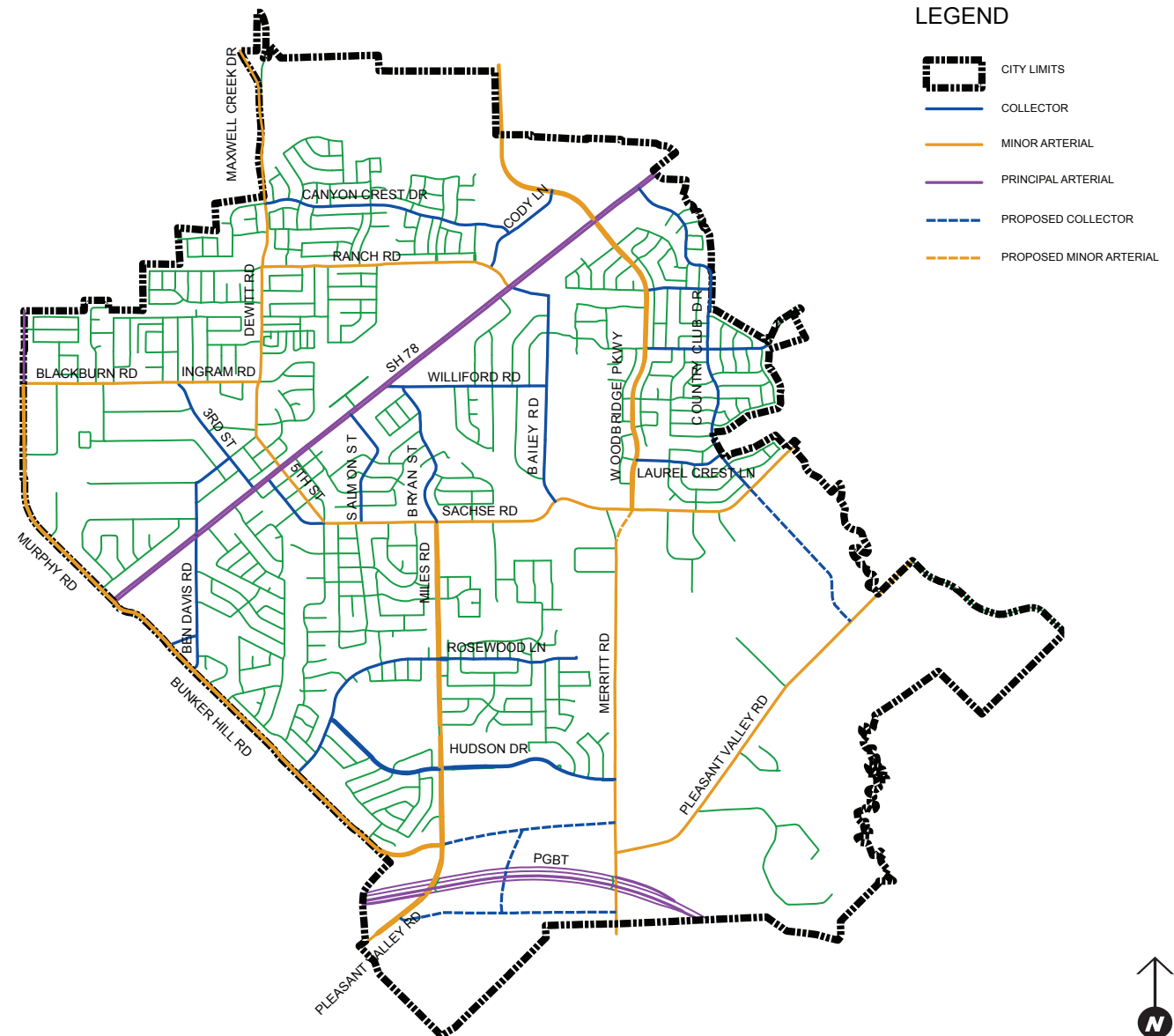
MCIP 28201
Merritt Rd to County Line
Length - 2.9 Miles

MASTER THOROUGHFARE PLAN

The Thoroughfare Plan approved in January 2015 has been updated with the Plan Sachse initiative to reflect the recommendations presented in this document and the feedback received during the community input and engagement process. The updates account for streets that have since been completed and to reflect the key development strategies crafted during the comprehensive plan update. The following changes were made and are reflected in the new Master Thoroughfare Plan (shown adjacent):

1. 3rd Street is now designated as a collector street and not a minor arterial.
2. The Country Club Drive extension between Sachse Road and Pleasant Valley Road has been updated to reflect the proposed alignment associated with the residential development in the area.
3. Industrial Drive is no longer a proposed collector connecting to Ranch Road.
4. Hudson Drive was updated to existing collector between Sewell Drive and Rosewood Lane.
5. Rosewood Lane was updated to existing collector to Hudson Drive.
6. Cody Lane is now designated as an existing collector and not a minor arterial.
7. The connection between Ben Davis Road and Bunker Hill Road is now designated as a collector street.
8. As indicated above for the Old Town Catalytic Area, reconstructed 5th Street between the future round-a-bout and SH 78 will be designed as a walkable, slower speed pedestrian-focused thoroughfare as differentiated from the design context for the same reconstructed roadway from the round-a-bout to City Hall as that area is more suburban in nature.

These adjustments and updates ensure that future development in Sachse aligns with the community's vision to meet its transportation needs, as well as ensures the project priority list is reflective of the



needs and goals within the City to support upcoming development projects and implementation.

RECOMMENDATIONS

The following recommendations are specific to the Master Thoroughfare Plan and the CIP projects identified throughout the Plan Sachse process. Priority projects and other implementation recommendations are included in the Implementation section of this Plan. The MTP should be referenced when considering any CIP project or investment to ensure it aligns with the Plan Sachse vision and recommendation strategy.

Sable Hills

The Sable Hills area was platted in the 1960s, and public infrastructure was never installed in a portion of it. In order to activate this area and add it to the tax rolls, the City should consider installing the public infrastructure as a future CIP project.

Streetscape Program

Public feedback greatly supported aesthetic enhancements to the public realm of Sachse. New road projects should include modern streetscape treatments such as decorative paving, quality landscaping, lighting, pedestrian connections and other enhancements. In coordination with the Parks, Trails and Open Space Plan presented in this report, future parks projects should likewise include creature comforts such as bathrooms, benches, splash pads, and other desirable amenities.

In that context, many existing projects within Sachse currently do not have such treatments. Each year, during budgeting, Parks and Public Works should provide several project options for City Council to consider during budget preparation to help bridge the gap.

CIP Program Road Reconstruction

Infrastructure reinvestment and enhancement was identified as a need and priority during the Plan Sachse engagement process. The

City should make it a long-term goal to reconstruct any asphalt and ditch road section to concrete with curb, gutter and sidewalks as such funding allows. These roadway reinvestments would not only reinforce existing and potential development, but provide safety and connectivity enhancements to pedestrians and bicyclists.

Non-Confirming Existing Streets

Sachse has many neighborhoods without conforming infrastructure, such as no sidewalks, ditch drainage, or non-concrete surfaces. It is an important goal of Sachse to have all non-conforming rights-of-way to be reconstructed, over time and as funding allows, to install sidewalks, concrete, and curb/gutter. The timing and funding elements clearly limit the immediate and wide scale implementation of this goal; however, Staff in conjunction with City Council should be opportunistic in addressing these issues when timing and funding allow.

Light Rail Transit

Upon research, it was discovered that the railroad tracks in Sachse are highly unlikely to be used for non-freight rail services. However, light rail could be beneficial to Sachse and present opportunities for transit-oriented development. If things change in the future, Sachse should consider participation in a light rail corridor, but in the near or mid-term time frame, this does not appear to be a likely option.

ATTACHMENT “B”

Dallas County Capital Improvement Program Funding Agreement

CURRENT COST ESTIMATES & FUNDING SOURCES

PROJECT NAME: Pleasant Valley Road MCIP 28201

Estimated Project Cost	
In-House Preliminary Design and Project Delivery	\$580,000.00
Professional Services	\$420,000.00
Total	\$1,000,000.00
Funding Source	
Dallas County	\$500,000.00
City of Sachse	\$300,000.00
City of Wylie	\$200,000.00
Total	\$1,000,000.00

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE FUNDING AGREEMENT IN ORDER TO CONTRACT FOR THE IMPLEMENTATION OF THE MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECT BETWEEN THE CITY OF SACHSE AND DALLAS COUNTY, FOR MCIP PROJECT 28201, KNOWN AS PLEASANT VALLEY ROAD WITHIN THE CITY OF SACHSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented with a proposed Funding Agreement (“FA”) for MCIP Project 28201, which is known as Pleasant Valley Road from Merritt Road to the Dallas County Line; and

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

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

SECTION 1. That the City Manager is hereby authorized to execute the Funding Agreement, attached hereto as Exhibit “A”.

SECTION 2. That 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 _____, 2018.

CITY OF SACHSE, TEXAS

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

EXHIBIT “A”
Funding Agreement

**DALLAS COUNTY CAPITAL IMPROVEMENT PROGRAM
FUNDING AGREEMENT**

The City of Sachse, Texas, hereinafter called "City", and the County of Dallas, Texas, hereinafter called "County", desire to enter into a Funding Agreement, hereinafter called "FA", in order to contract for the implementation of the Major Capital Improvement Project authorized by Court Order 2011-896 dated May 17, 2011, which approved specified projects including Pleasant Valley Road MCIP 28201 Project from Merritt Road to the Dallas County Line, hereinafter called "Project".

Witnesseth

WHEREAS, the Project is located within the Cities of Sachse and Wylie; and

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

WHEREAS, City and County entered into a Master Agreement Governing Major Capital Improvement Program (Master Agreement) on May 17, 2011, by Commissioners Court Order 2011-896, for the purpose of transportation improvements on roads inside Dallas County; and

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract with each other for the performance of governmental functions and services, and joint funding of road or street projects.

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

**Article I
Project Funding Agreement**

This FA is between the County and the City to establish a preliminary proposed budget for the Project which will facilitate the movement of public transportation to benefit both the City and County. This FA is to specifically identify the Project as well as any changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement which is hereby incorporated herein as if written word for word and any additions thereto. All terms of the Master Agreement remain in full force and effect except as modified herein. In the event of any conflict between the Master Agreement and this FA, this FA shall control.

**Article II
Incorporated Documents**

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

1. Master Agreement authorized by Commissioners Court Order 2011-896, dated May 17, 2011, and additions thereto as incorporated herein.
2. Attachment "A", the Project Location Map, which is attached hereto and incorporated herein by reference.

3. Attachment “B”, the Current Cost Estimates and Funding Sources, which is attached hereto and incorporated herein by reference.

Article III **Term of Agreement**

This FA shall become effective when signed by the last party whose signature makes the respective agreement fully executed. This FA will remain in effect until:

1. Incorporation into the Project Specific Agreement; or
2. Termination upon the terms and conditions as set forth in the Master Agreement, Article IV Section A, Termination.

Article IV **Project Description**

This FA is entered into by the parties to provide the Preliminary Feasibility Study and/or the final approved preliminary engineering, specifications and estimates (hereinafter “PS&E”) which will define the Project. The Project is defined as the widening of the existing Pleasant Valley Road from a two lane asphalt roadway to a planned four lane concrete section from Merritt Road to the Dallas County Line. The Project also includes three bridges and stormwater improvements. The City does hereby give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

The Preliminary Feasibility Study and/or PS&E will be submitted to the City for approval, prior to proceeding with the final design and any right-of-way acquisition. The City shall review and comment on the PS&E within thirty (30) days after delivery to the City. If the County has not received comments within thirty (30) days of the PS&E’s delivery to the City, the County will assume the City has reviewed the plans, had no comments and proceed with the Project. Upon PS&E approval, this FA shall be incorporated into a Project Specific Agreement (PSA), and continue as the source of authorization for proceeding with the Project pending approval of the PSA.

Article V **Fiscal Funding**

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

Notwithstanding anything to the contrary herein, this FA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this FA, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this FA as a result of the lack of

sufficient funding for any item or obligation from any source utilized to fund this FA or failure of any funding party to budget or authorize funding for this FA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, as its sole discretion, may provide funds from a separate source or terminate this FA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article VI **Agreements**

I. County and City Responsibilities:

1. County will be the Lead Agency for the Project.
2. City and County have mutually agreed that the Project limits are from Merritt Road to Elm Grove Road in the City of Sachse and from Elm Grove Road to the Dallas County Line in the City of Wylie.
3. County and City will execute the necessary agreements for the implementation of design and construction of the Project mutually agreed-upon and incorporated herein by this FA.
4. The Project may require the acquisition of road right-of-way within the alignment which is all real property needed or convenient for roadway purposes as shown in the Project design or right-of-way plans and shall include all real property outside of the designed right-of-way needed or convenient to the construction, drainage, interface with adjoining streets or alleys, driveways or other access ways or other Project permanent or temporary easements which is approved by the City and County. Such right-of-way acquisition shall be the responsibility of the County as Lead Agency, and shall be funded as part of the Project costs. Such acquisitions will be transferred into the City's name as owner as the City will be solely responsible for maintenance after construction is completed.

II. City Responsibilities:

1. City will attend all Project task force meetings and public meetings.
2. City shall review and comment on all drawings and documents within thirty (30) days after delivery to the City. If the County has not received comments within thirty (30) days after delivery to the City, the County will assume the City has reviewed the plans, had no comments, and proceed with the Project.
3. City shall be responsible for maintaining the roadway, improvements, grading area, drainage structures, striping, and signage after the Project is complete.

III. County Responsibilities:

1. County shall use the total funding committed by the City and the County solely for the purpose of eligible Project costs.
2. County shall inform the City of all Project activity and approvals.
3. County shall provide a final accounting of Project costs once the planning is complete and accepted by the City. The accounting shall have sufficient detail for the Auditor to verify Project costs.

Article VII

Funding

County and City mutually agree to proportionately fund the Direct Project and Program cost as follows and as summarized in Attachment “B”:

1. Notwithstanding any provision in the Master Agreement, this FA, any amendment thereto, or any other agreement between the parties regarding this Project, the total Project cost is estimated to be One Million Dollars and Zero Cents (\$1,000,000.00), as shown in Attachment “B.” The County’s total obligation to this Project is to provide funding in the amount not to exceed Five Hundred Thousand Dollars and Zero Cents (\$500,000.00), reduced by all County in-house delivery costs of the total Project cost.
2. The County’s in-house Preliminary Design and Project Delivery costs may include all County in-house Project delivery costs (“IHPD”) including but not limited to preliminary scoping and research, preliminary design services, special services, primary design services, right-of-way acquisition, administration, inspection, laboratory services and construction.
3. The City agrees to provide funding for the Project in the amount not to exceed Three Hundred Thousand Dollars and Zero Cents (\$300,000.00). City agrees to encumber an amount adequate for total estimated Project costs as determined prior to the commencement of each Project milestone as determined by County within thirty (30) days of notification by the County. The City will pay Project costs as invoiced by the County.
4. County shall execute a Funding Agreement with the City of Wylie for the remaining Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) of the total Project cost.
5. Any payments to be made by any party hereto shall be from current revenue or other lawfully available funds in accordance with Chapter 791, Texas Government Code.
6. Preliminary cost estimates will be generated to review the adequacy of the project budget. The Project scope will be modified as agreed by City and County to remain within the estimated cost, if necessary.

Article VIII

Miscellaneous

- I. No Third Party Beneficiaries. The terms and provisions of this FA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of City and County that any entity other than City or County receiving services or benefits under this FA shall be deemed an incidental beneficiary only. This FA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- II. Applicable Law. This FA is and shall be expressly subject to the Sovereign Immunity of County and Governmental Immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable federal and state laws. This FA shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this FA filed by either City or County shall be in Dallas County, Texas.
- III. Notice. Any notice provided for in this Agreement to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business days after being deposited in the United States Mail, postage prepaid, by certified mail, return receipt requested; or by registered mail and addressed as follows:

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

To City: City of Sachse
Mr. Greg Peters, P.E.
Director of Public Works and Engineering
3815-B Sachse Road
Sachse, Texas 75048

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

- IV. Assignment. This FA may not be assigned or transferred by either party without the prior written consent of the other party.
- V. Binding Agreement; Parties Bound. This FA has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VI. Amendment. This FA may not be amended except in a written instrument specifically referring to this FA and signed by the parties hereto.
- VII. Number and Gender. Words of any gender used in this FA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
- VIII. Effective Date. This FA shall commence on the Effective Date. The Effective Date of this FA shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
- IX. Counterparts. This FA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- X. Severability. If one or more of the provisions in this FA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this FA to be invalid, illegal or unenforceable, but this FA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this FA, which shall remain in full force and effect.
- XI. Entire Agreement. This FA embodies the complete agreement of the parties, supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the FA.
- XII. Contingent. This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council.

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

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

City of Sachse

By

Title

Date

Attest:

City Secretary\Attorney

County of Dallas

Clay Lewis Jenkins
County Judge

Date

Approved as to Form*:
Faith Johnson
District Attorney

By: _____
Jana Prigmore Ferguson
Assistant District Attorney

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



City of Sachse, Texas

Legislation Details (With Text)

File #:	18-4123	Version:	1	Name:	Dallas County FA - Muddy Creek Bridge & Sachse Road
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	1/10/2018	In control:		In control:	City Council
On agenda:	1/16/2018	Final action:		Final action:	
Title:	Consider approval of a Funding Agreement by and between the City of Sachse and Dallas County for the preliminary engineering of the Muddy Creek Bridge and Sachse Road.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Project Location Map Thoroughfare Plan - Final 2017 Comprehensive Plan Resolution and Funding Agreement Funding Exhibit				

Date	Ver.	Action By	Action	Result
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Title

Consider approval of a resolution authorizing the City Manager to execute a Funding Agreement by and between the City of Sachse and Dallas County for the preliminary engineering of the Muddy Creek Bridge and Sachse Road.

Background

Sachse Road is shown in the City of Sachse Thoroughfare Plan as a minor arterial roadway. The road is also shown in both the City of Wylie Thoroughfare Plan and Dallas County's Major Capital Improvement Project (MCIP) list.

Beginning in November 2017, Dallas County began its efforts to identify projects for future construction in the MCIP program. Dallas County is preparing to begin preliminary engineering of the Muddy Creek Bridge and Sachse Road as part of its MCIP 7th Call for Projects, which considers roadway improvement projects that would receive construction funding in 2022-2025.

In accordance with the Funding Agreement (FA), Dallas County will be the project lead and provide 50% of the funding for the preliminary engineering. The local match will be split between the City of Sachse (\$250,000) and the City of Wylie (\$250,000).

The Sachse Fiscal Year (FY) 17-18 Capital Improvement Plan shows the project to receive funding in FY 18-19 for preliminary design (\$500,000). However, this figure may now be reduced to \$250,000, due to the cost savings created by partnering with Wylie to design the entire segment at the same time. Since Dallas County is preparing to begin the preliminary engineering in the Fall 2018, they are ready to execute an FA for the project. In order for Dallas County to move forward with the selection of an engineering team and begin the project, the City must execute the FA.

Dallas County staff is committed to working with City staff to ensure that the preliminary engineering of this segment is coordinated with the ongoing Merritt Road project, as the limits of the two projects are separated by only 2,500 feet. The final project scope of both this project and the Merritt Road project as it pertains to widening Sachse Road will be determined during the preliminary engineering process.

No City funds will be required until FY 18-19. Staff will allocate the required funding in the upcoming FY 2018-2019 budget. Funding for the preliminary engineering is anticipated to come from Roadway Impact Fees.

Policy Considerations

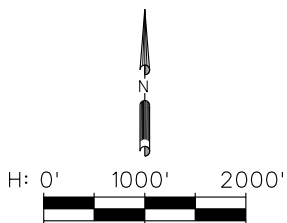
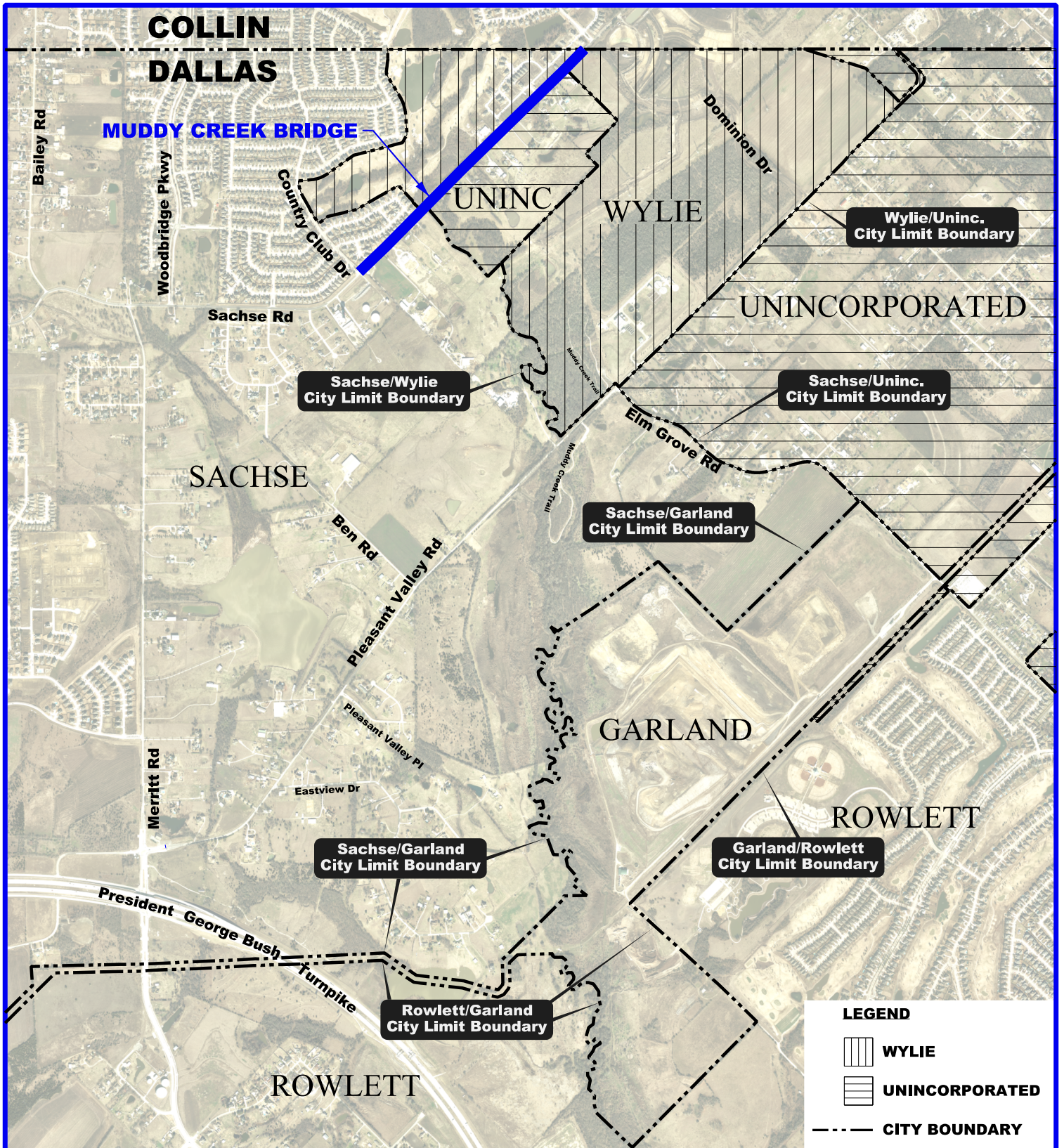
The project is identified in the City of Sachse Thoroughfare Plan and the City of Sachse Capital Improvement Plan as a future roadway improvement project.

Budgetary Considerations

The FY 17-18 Capital Improvement Plan shows the project to receive future funding in FY 18-19 for design, which is consistent with what is required at this time. Dallas County is preparing to begin the preliminary engineering in Fall 2018. Per the attached FA, Dallas County is funding 50% of the cost of preliminary engineering. The City of Sachse portion will be \$250,000, and will be included in the upcoming FY 18-19 budget process.

Staff Recommendations

Staff recommends approval of a resolution authorizing the City Manager to execute a Funding Agreement by and between the City of Sachse and Dallas County for the preliminary engineering of the Muddy Creek Bridge and Sachse Road.



Attachment "A"

Project Location Map

MUDDY CREEK BRIDGE
MCIP 28202

**Country Club Drive to
the Dallas County Line**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE FUNDING AGREEMENT IN ORDER TO CONTRACT FOR THE IMPLEMENTATION OF THE MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECT BETWEEN THE CITY OF SACHSE AND DALLAS COUNTY, FOR MCIP PROJECT 28202, KNOWN AS MUDDY CREEK BRIDGE & SACHSE ROAD WITHIN THE CITY OF SACHSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented with a proposed Funding Agreement (“FA”) for MCIP Project 28202, which is known as Muddy Creek Bridge and Sachse Road from Country Club Drive to the Dallas County Line; and

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

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

SECTION 1. That the City Manager is hereby authorized to execute the Funding Agreement, attached hereto as Exhibit “A”.

SECTION 2. That 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 _____, 2018.

CITY OF SACHSE, TEXAS

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

EXHIBIT “A”
Funding Agreement

**DALLAS COUNTY CAPITAL IMPROVEMENT PROGRAM
FUNDING AGREEMENT**

The City of Sachse, Texas, hereinafter ("City"), and the County of Dallas, Texas, hereinafter ("County"), desire to enter into a Funding Agreement, hereinafter ("FA"), in order to contract for the implementation of the Major Capital Improvement Project authorized by Court Order 2011-896 dated May 17, 2011, which approved specified projects including Muddy Creek Bridge MCIP 28202 Project from Country Club Drive to the Dallas County Line, hereinafter ("Project").

Witnesseth

WHEREAS, the Project is located within the Cities of Sachse and Wylie; and

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

WHEREAS, City and County entered into a Master Agreement Governing Major Capital Improvement Program (Master Agreement) on May 17, 2011, by Commissioners Court Order 2011-896, for the purpose of transportation improvements on roads inside Dallas County; and

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract with each other for the performance of governmental functions and services, and joint funding of road or street projects.

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

**Article I.
Project Funding Agreement**

This FA is between the County and the City to establish a preliminary proposed budget for the Project which will facilitate the movement of public transportation to benefit both the City and County. This FA is to specifically identify the Project as well as any changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement Governing Major Capital Improvement Program, hereinafter ("Master Agreement"), which is hereby incorporated herein as if written word for word and any additions thereto. All terms of the Master Agreement remain in full force and effect except as modified herein. In the event of any conflict between the Master Agreement and this FA, this FA shall control.

**Article II
Incorporated Documents**

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

1. Master Agreement authorized by Commissioners Court Order 2011-896, dated May 17, 2011, and additions thereto as incorporated herein.
2. Project Location Map, which is attached and incorporated herein as Attachment "A."

3. Current Cost Estimates and Funding Sources, which is attached and incorporated herein as Attachment “B.”

Article III **Term of Agreement**

This FA shall become effective when signed by the last party whose signature makes the respective agreement fully executed. This FA will remain in effect until:

1. Incorporation into the Project Specific Agreement; or
2. Termination upon the terms and conditions as set forth in the Master Agreement, Article IV Section A, Termination.

Article IV **Project Description**

This FA is entered into by the parties to develop public transportation improvements within the City. The Project is defined as primary (final) design, plans, specifications and estimates (hereinafter “PS&E”) from which a Project Specific Agreement (hereinafter “PSA”) will be developed to facilitate potential implementation of improvements to construction. The Project is defined as the Muddy Creek Bridge Project from Country Club Drive and ending at the Dallas County Line as further detailed in Attachment “A”. The project includes design of a bridge and stormwater improvements. The City does hereby give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

The primary (final) design PS&E will be submitted to the City for approval, prior to proceeding with final design and any right of way acquisition. The City shall review and comment on the primary (final) design PS&E within thirty (30) days after delivery to the City. If the County has not received comments within thirty (30) days after delivery to the City, the County will assume the City has reviewed the plans and documents, had no comments and the Project may proceed. This FA will be amended after the City approves preliminary alignment and the preliminary plans are completed.

Article V **Fiscal Funding**

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

Notwithstanding anything to the contrary herein, this FA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this FA, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this FA as a result of the lack of

sufficient funding for any item or obligation from any source utilized to fund this FA or failure of any funding party to budget or authorize funding for this FA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, as its sole discretion, may provide funds from a separate source or terminate this FA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article VI **Agreements**

I. County and City Responsibilities:

1. County will be the Lead Agency for the Project.
2. City and County have mutually agreed that the Project limits are the Muddy Creek Bridge from Country Club Drive to the Dallas County Line.
3. County and City will execute the necessary agreements for the implementation of design and construction of the Project mutually agreed-upon and incorporated herein by this FA.
4. The Project may require the acquisition of road right-of-way within the alignment which is all real property needed or convenient for roadway purposes as shown in the Project design or right-of-way plans and shall include all real property outside of the designed right-of-way needed or convenient to the construction, drainage, interface with adjoining streets or alleys, driveways or other access ways or other Project permanent or temporary easements which is approved by the City and County. Such right-of-way acquisition shall be the responsibility of the County as Lead Agency, and shall be funded as part of Project costs. Such acquisitions will be transferred into the City's name as owner as the City will be solely responsible for maintenance after construction is completed.

II. City Responsibilities:

1. City will attend all Project task force meetings and public meetings.
2. City shall review and comment on all drawings and documents within thirty (30) days after delivery to the City. If the County has not received comments within thirty (30) days after delivery to the City, the County will assume the City has reviewed the plans, had no comments, and proceed with the Project.
3. City shall be responsible for maintaining the roadway, improvements, grading area, drainage structures, striping, and signage after the Project is complete.

III. County Responsibilities:

1. County shall use the total funding committed by the City and the County solely for the purpose of eligible Project costs.
2. County shall inform the City of all Project activity and approvals.
3. County shall provide a final accounting of Project costs once the planning is complete and accepted by the City. The accounting shall have sufficient detail for the Auditor to verify Project costs.

Article VII **Funding**

County and City mutually agree to proportionately fund the Direct Project and Program cost as follows and as summarized in Attachment "B":

1. Notwithstanding any provision in the Master Agreement, this FA, any amendment thereto, or any other agreement between the parties regarding this Project, the total Project cost is estimated to be One Million Dollars and Zero Cents (\$1,000,000.00). The County's total obligation to this Project is to provide funding in the amount not to exceed Five Hundred Thousand Dollars and Zero Cents (\$500,000.00), reduced by all County in-house delivery costs of the total Project cost.
2. The County's in-house Project delivery costs ("IHPD") may include all County Project delivery costs including but not limited to primary design services, special services, right-of-way acquisition, administration, inspection, laboratory services and construction.
3. The City of Sachse agrees to provide funding for the Project in the amount of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00). City agrees to encumber an amount adequate for total estimated Project costs as determined prior to the commencement of each Project milestone as determined by the County within thirty (30) days of notification by the County. The City will pay Project costs as invoiced by the County.
4. County shall execute a Funding Agreement with the City of Wylie for the remaining Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) of the total Project cost.
5. Any payments to be made by any party hereto shall be from current revenue or other lawfully available funds in accordance with Chapter 791, Texas Government Code.
6. Preliminary cost estimates will be generated to review adequacy of the project budget. The scope will be modified as agreed by the City and County to remain within the estimated cost, if necessary.

Article VIII

Miscellaneous

- I. No Third Party Beneficiaries. The terms and provisions of this FA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of City and County that any entity other than City or County receiving services or benefits under this FA shall be deemed an incidental beneficiary only. This FA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- II. Applicable Law. This FA is and shall be expressly subject to the Sovereign Immunity of County and Governmental Immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable federal and state laws. This FA shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this FA filed by either City or County shall be in Dallas County, Texas.
- III. Notice. Any notice provided for in this Agreement to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business days after being deposited in the United States Mail, postage prepaid, by certified mail, return receipt requested, or by registered mail and addressed as follows:

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

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

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

- IV. Assignment. This FA may not be assigned or transferred by either party without the prior written consent of the other party.
- V. Binding Agreement; Parties Bound. This FA has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VI. Amendment. This FA may not be amended except in a written instrument specifically referring to this FA and signed by the parties hereto.
- VII. Number and Gender. Words of any gender used in this FA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
- VIII. Effective Date. This FA shall commence on the Effective Date. The Effective Date of this FA shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
- IX. Counterparts. This FA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- X. Severability. If one or more of the provisions in this FA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this FA to be invalid, illegal or unenforceable, but this FA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this FA, which shall remain in full force and effect.
- XI. Entire Agreement. This FA embodies the complete agreement of the parties, supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the FA.
- XII. Contingent. This Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council.

The City of Sachse, State of Texas, has executed this agreement pursuant to duly authorized City Council Resolution _____, Minutes _____, dated the ____ day of _____, 2017.

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

City of Sachse

By

Title

Date

Attest:

City Secretary\ Attorney

County of Dallas

Clay Lewis Jenkins
County Judge

Date

Approved as to Form*:
Faith Johnson
District Attorney

By: _____
Jana Prigmore Ferguson
Assistant District Attorney

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

ATTACHMENT “B”

Dallas County Capital Improvement Program Funding Agreement

CURRENT COST ESTIMATES & FUNDING SOURCES

PROJECT NAME: Muddy Creek Bridge MCIP 28202

Estimated Project Cost	
Primary Design and In-House Project Delivery	\$1,000,000.00
Total	\$1,000,000.00
Funding Source	
Dallas County	\$ 500,000.00
City of Sachse	\$ 250,000.00
City of Wylie	\$ 250,000.00
Total	\$1,000,000.00



City of Sachse, Texas

Legislation Details (With Text)

File #:	18-4113	Version:	1	Name:	PGBT Sewer Project Update
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	1/4/2018	In control:		In control:	City Council
On agenda:	1/16/2018	Final action:		Final action:	
Title:	Discuss infrastructure related to development in the President George Bush Turnpike (PGBT) District.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Southeast Sewer Expansion Update				

Date	Ver.	Action By	Action	Result
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Title

Southeast sanitary sewer expansion project update.

Background

In May 2017, the City Council awarded the engineering design for the southeast sanitary sewer expansion project to Cobb Fendley.

Funds have previously been allocated from sewer impact fees, capital projects, and the utility fund to cover engineering, design, and property acquisition for the project.

The balance of \$11 million for the combined sewer projects will be financed through the combination tax and revenue certificates of obligation, with debt service fully funded by utility revenues.

The project has been divided into two phases, with Phase 1 including the scope of the project that is necessary to provide sewer service to the President George Bush Turnpike corridor.

The Phase 1 engineering plans are 60% complete. Plans will be finalized in the first half of 2018, with bidding anticipated for late spring or early summer.

The design engineer is beginning work on the Phase 2 design, which is anticipated to be bid in the fall of 2018.

Staff Recommendations

No Council action is requested at this time.



Southeast Sewer Expansion

Project Update

City Council

January 16, 2018

Overview

- Project Scope
- Project Funding
- Project Status Update
- Project Timeline
- Next Steps

Project Scope

- The design and construction of sewer infrastructure for the PGBT corridor was identified in the Comprehensive Plan as a critical project.
- This item is for the approval to begin final design for the following projects:
 - PGBT Force Main and Gravity Main
 - Southeast Lift Station
 - Muddy Creek Trunk Sewer



Project Funding

- \$1,100,000.00 of funding for design, sewer easements, and lift station property acquisition was included through annual allocations in the FY 14-15, FY 15-16, and FY 16-17 budget in preparation for the project.
 - Sewer Impact Fees - \$975,000.00
 - Capital Projects Fund- \$125,000.00
- \$11,000,000.00 of funding for construction, through Combination Tax Revenues Certificates of Obligation through the Utility Fund.

Project Status Update

- Phase 1

- Environmental – 100% Complete
- Survey – 100% Complete
- Design – 60% Complete

- Phase 2

- Environmental – 75% complete
- Survey – 30% Complete
- Design – 10% Complete



[illegible]

Note: timeline shown is subject to change.

Next Steps

- The Design Team is working toward 100% Plans for Phase 1.
- City Staff is working with the design team to complete property and easement documents.
- Staff will begin coordination in late January/early February with property owners to obtain utility easements and one piece of property.
- The goal is to bid the project in late spring/early summer of 2018.



City of Sachse, Texas

Legislation Details (With Text)

File #:	18-4115	Version:	1	Name:	Small Cell Facilities Design Manual
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	1/4/2018	In control:		In control:	City Council
On agenda:	1/16/2018	Final action:		Final action:	
Title:	Consider an ordinance adopting the City of Sachse Design Manual for the installation of nodes and node support poles in the City's rights-of-way, pursuant to Texas Local Government Code Chapter 284.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance and Design Manual Small Cell Facilities and Network Nodes v. 2				

Date	Ver.	Action By	Action	Result
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Title

City of Sachse Small Cell Facilities Design Manual.

Background

The resolution for consideration adopts a design manual for small cell facilities in the public rights-of-way. The design manual was prepared by the City Attorney and is recommended for adoption by the City Attorney.

As technology changes, network providers are looking to move away from large tower structures, in favor of a larger number of dispersed small facilities in order to provide cellular network coverage throughout an area. During the 85th Regular Legislative Session, the State of Texas passed a new law granting network providers certain authorities to install small cell facilities within the public rights-of-way.

Small-cell facilities are typically comprised of network nodes, antennas, associated wireless equipment, and transportation facilities. Local Government Code, Chapter 284 allows certain wireless network providers to install their wireless facilities in the public rights-of-way. These facilities are described in the Texas Local Code, Chapter 284, Sec. 284.00 as "Micro Network Nodes", "Network Nodes", and "Node Support Poles".

The design manual attached to this item provides both City staff and cellular network providers a set of standards by which a network provider may construct these small cell facilities within the City of Sachse. The design manual is in accordance with Senate Bill 1004, which amends Chapter 284 and was enacted by the State of Texas on June 9, 2017. The City Attorney has prepared this design manual in an effort to ensure that City staff and network providers properly apply levels of authority and oversight in accordance with state law.

Several other North Texas cities have passed similar design manuals in response to the new

legislation.

Policy Considerations

The design manual provides both City staff and network providers with a set of standards and guidelines by which small cell facilities may be constructed in the public rights-of-way.

Budgetary Considerations

There are no budgetary considerations affiliated with the Small Cell Facilities Design Manual. The Master Fee Schedule includes fees related to small cell facilities.

Staff Recommendations

Staff recommends that Council approves an ordinance adopting the City of Sachse Design Manual for the installation of nodes and node support poles in the City's rights-of-way, pursuant to Texas Local Government Code Chapter 284.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, ADOPTING THE CITY OF SACHSE DESIGN MANUAL FOR THE INSTALLATION OF NODES AND NODE SUPPORT POLES IN THE CITY'S RIGHTS-OF-WAY, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE CHAPTER 284; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 284 of the Local Government Code, effective September 1, 2017, provides a regulatory framework governing the installation of Nodes and Node Support Poles in the City's Rights-of-Way; and

WHEREAS, pursuant to Chapter 284, Network Providers installing wireless equipment in the City's Right-of-Way must comply with the Design Manual adopted by the City for that purpose; and

WHEREAS, the City Council, in the exercise of its legislative discretion, has concluded that the attached Design Manual should be approved;

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

SECTION 1. The City of Sachse Design Manual for the installation of Network Nodes and Node Support Poles, attached hereto as Exhibit "A", is hereby adopted. All Network Providers seeking to install wireless equipment in the right-of-way of the City of Sachse pursuant to Chapter 284 of the Local Government Code must comply with this Design Manual.

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

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

SECTION 4. This ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas on the _____ day of _____, 2018.

APPROVED:

Mike J. Felix
Mayor

DULY ENROLLED:

Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

Peter G. Smith
City Attorney
(12-29-2017/94437)

EXHIBIT "A"
CITY OF SACHSE DESIGN MANUAL



Design Manual

for the

*Installation of Network Nodes and Node Support Poles
pursuant to Tex. Loc. Gov. Code, Chapter 284.*

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SECTION 1. PURPOSE AND APPLICABILITY

The City of Sachse (“City”) recognizes that the State of Texas has delegated to the City the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public to Texas municipalities.

Purpose: Loc. Gov. Code, Chapter 284 allows certain wireless Network Providers to install in the public rights-of-way their wireless facilities, described and defined in Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002 as “Micro Network Nodes”, “Network Nodes”, and “Node Support Poles”.

As expressly allowed by Tex. Loc. Gov. Code, Chapter 284, Section 284.108, and pursuant to its police power authority reserved in Sec. 284.301¹, the City enacts these Design Guidelines in order to meet its fiduciary duty to the citizens of the City, and to give assistance and guidance to wireless telecommunications providers to assist such companies in the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment.

Applicability: This Design Manual is for siting and criteria for the installation Wireless Facilities, including Micro Network Nodes, Network Nodes, Node Support Poles and related ground equipment being installed pursuant to Loc. Gov. Code, Chapter 284

This Design Manual shall apply to any sittings, installations, collocations in, on, over or under the public rights-of-way of Network nodes, Node support poles, Micro network nodes, Distributed Antenna Systems, microwave communications or other Wireless Facilities, by whatever nomenclature, whether they are installed pursuant to Chapter 284, or installed pursuant to an agreement as agreed to and consented to by the City in its discretion, or installed as may otherwise be allowed by state law.

City Rights-of-Way Management Ordinance: A Network Provider shall comply with the City’s Rights-of-Way Management Ordinance except where in conflict with this Design Manual or Chapter 284, Subchapter C.

SECTION 2. DEFINITIONS

The definitions as used in Tx. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used in this Design Manual, unless otherwise noted in this Section 2, below.²

Abandon and its derivatives means the facilities installed in the right-of-way (including by way of example but not limited to: poles, wires, conduit, manholes, handholes, cuts, network nodes and node support poles, or portion thereof) that have been left by Provider in an unused or non-functioning condition for more than 120 consecutive calendar days unless, after notice to Provider, Provider has established to the reasonable satisfaction of the City that the applicable facilities, or portion thereof, is still in active use.

Antenna means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes means:

- (A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and
- (B) local amendments to those codes to the extent not inconsistent with Chapter 284.

City means the City of Sachse, Texas or its lawful successor.

City Manager means City Manager or designee.

Chapter 284 means Tex. Loc. Gov. Code, Chapter 284.

Collocate and *collocation* mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

Concealment or Camouflaged means any Wireless Facility or Pole that is covered, blended, painted, disguised, camouflaged or otherwise concealed such that the Wireless Facility blends into the surrounding environment and is visually unobtrusive as allowed as a condition for City advance approval under Chapter 284, Sec. 284.105 in Historic or Design Districts. A Concealed or Camouflaged Wireless Facility or Pole also includes any Wireless Facility or Pole conforming to the surrounding area in which the Wireless Facility or Pole is located and may include, but is not limited to hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.

Decorative pole means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

Design District means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

Disaster emergency or *disaster* or *emergency* means an imminent, impending, or actual natural or humanly induced situation wherein the health, safety, or welfare of the residents of the city is threatened, and includes, but is not limited to any declaration of emergency by city, state, or federal governmental authorities.

Distributed Antenna System or DAS shall be included as a type of “Network Node.”

Easement means and shall include any public easement or other compatible use created by dedication, or by other means, to the city for public utility purposes or any other purpose whatsoever. "Easement" shall include a private easement used for the provision of utilities.

Federal Communications Commission or FCC means the Federal Administrative Agency, or lawful successor, authorized to oversee cable television and other multi-channel regulation on a national level.

Highway right-of-way means right-of-way adjacent to a state or federal highway.

Historic district means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

Law means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

Local means within the geographical boundaries of the City.

Location means the City approved and lawfully permitted location for the Network Node.

Macro tower means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Chapter 284, Section 284.103 and that supports or is capable of supporting antennas.

Mayor means the Mayor for the City.

Micro network node means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Municipal park means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

Municipally owned utility pole means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

MUTCD means Manual on Uniform Traffic Control Devices.

Network node means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

- (i) equipment associated with wireless communications;
- (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and
- (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation.

(B) does not include:

- (i) an electric generator;

- (ii) a pole; or
- (iii) a macro tower.

Network provider means:

- (A) a wireless service provider; or
- (B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:
 - (i) network nodes; or
 - (ii) node support poles or any other structure that supports or is capable of supporting a network node.

Node support pole means a pole installed by a network provider for the primary purpose of supporting a network node.

Permit means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

Pole means a service pole, municipally owned utility pole, node support pole, or utility pole.

Private easement means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

Provider has the same meaning as “Network Provider.”

Public right-of-way means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:

- (A) a private easement; or
- (B) the airwaves above a public right-of-way with regard to wireless telecommunications.

Public right-of-way management ordinance means an ordinance that complies with Chapter 284, Subchapter C, Texas Local Government Code.

Service pole means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

- (A) a pole that supports traffic control functions;
- (B) a structure for signage;
- (C) a pole that supports lighting, other than a decorative pole; and
- (D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

Small cell shall be included as a type of “Network Node.”

Street means only the paved portion of the right-of-way used for vehicular travel, being the area between the inside of the curb to the inside of the opposite curb, or the area between the two parallel edges of the paved roadway for vehicular travel where there is no curb. A “Street” is generally part of, but smaller in width than the width of the entire right-of-way, while a right-of-way may include sidewalks and utility easements, a “Street” does not. A “street” does not include the curb or the sidewalk, if either are present at the time of a permit application or if added later. SWPPP shall mean Storm Water Pollution Prevention Plan.

TAS means Texas Accessibility Standards.

Traffic Signal means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

Transport facility means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

Underground Requirement Area shall mean means an area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been approved for burial underground pursuant to municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way.

User means a person or organization which conducts a business over facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

Utility pole means a pole that provides:

- (A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or
- (B) services of a telecommunications provider, as defined by Chapter 284, Section 51.002, Utilities Code.

Wireless service means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

Wireless service provider means a person that provides wireless service to the public.

Wireless facilities mean “Micro Network Nodes,” “Network Nodes,” and “Node Support Poles” as defined in Texas Local Government Code Chapter 284.

SECTION 3. PROHIBITED AND PREFERRED LOCATIONS OF MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT

A. Prohibited or Restricted Areas for Certain Wireless facilities, Except with Separate City Agreement or Subject to Concealment Conditions

1. ***Municipal Parks and Residential Areas.*** In accordance with Chapter 284, Sec. 284.104 (a), a Network Provider may not install a Node Support Pole in a public right-of-way without the City's discretionary, nondiscriminatory, and written consent if the public right-of-way is in a Municipal park or is adjacent to a street or thoroughfare that is:

(1) not more than 50 feet wide of paved street surface, being the area measured as the shortest distance between the inside of the curb to the inside of the opposite curb, or the area measured as the shortest distance between the two parallel edges of the paved roadway for vehicular travel where there is no curb; and

(2) adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

1.1. In accordance with Chapter 284, Sec. 284.104 (b), a Network Provider installing a Network Node or Node Support Pole in a public right-of-way described above shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

Each permit application shall disclose if it is within a Municipal Park and Residential Areas as described above.

2. ***Historic Landmarks.*** A Network Provider is discouraged from installing a Network Node or Node Support Pole within 300 feet of a historic site or structure or Historic Landmark recognized by the City, state or federal government (*see, for example, and not limited to* §442.001(3) of the Texas Government Code, and 16 U.S.C. §470), as of the date of the submission of the permit. It is recommended that each permit application disclose if it is with 300 feet of such a structure.

3. ***Compliance with Undergrounding Requirements.*** In accordance with Chapter 284, Sec. 284.107, a Network Provider shall comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

3.1 Areas may be designated from time to time by the City as Underground Requirement Areas in accordance with filed plats, and or conversions of overhead to underground areas, as may be allowed by law.

3.2. Each permit application shall disclose if it is within an area that has undergrounding requirements.

B. Least Preferable Locations

1. ***Residential Areas and Parks.*** A Network Provider is discouraged from installing a Network Node on an existing pole in a public right-of-way without written consent from the City Council if the public right-of-way is located in or adjacent to a street or thoroughfare that is

adjacent to a municipal park or single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

1.1 In accordance with Chapter 284, Sec. 284.104 (b) a Network Provider installing a Network Node or a Node Support Pole in a public right-of-way shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

C. Most Preferable Locations

1. *Industrial Areas* if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

2. *Highway Rights-of-Way* areas if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

3. *Retail and Commercial Areas* if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

D. Exceptions

The City by its discretionary consent and agreement may grant exception to the above prohibited locations and sizes, but only in a non-exclusive, and non-discriminatory manner, as allowed or required by Chapter 284, Sec. 284.109 and Sec. 284.110.

E. Order of Preference Regarding Network Node Attachment to Existing Facilities and New Node Support Poles

1. *Existing Telephone or Electrical Lines between Existing Utility Poles.* Micro Network Nodes shall only be lashed on existing telephone or electrical lines between existing utility poles (electric poles or telephones poles), with notice to the pole owner as required by the Federal Pole Attachment Act, and not placed on Utility Poles, Node Support Poles or Service Poles.

2. *Existing Utility Poles* (electric poles or telephones poles), shall be the preferred support facility for Network Nodes and related ground equipment.

3. *Municipal Service Poles:*

a. *Non-decorative street lights* with a height of more than 20 feet.

b. *Traffic signal structures* when such installation will not interfere with the integrity of the facility and will not interfere with the safety of public and in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).

c. *Street signage* shall be a low priority use for attachment of a Network Node.

d. *Other municipal Service pole* use is discouraged.

4. *New node support poles* shall be the least preferred type of allowed facility for attachment of Network Nodes.

5. *Ground Equipment.* Ground equipment should be minimal and the least intrusive.

SECTION 4. GUIDELINES ON PLACEMENT

A. Generally

In accordance with Chapter 284.102, a Network Provider shall construct and maintain Network Nodes and Node Support Poles in a manner that does not:

1. obstruct, impede, or hinder the usual travel or public safety on a public right-of-way;
2. obstruct the legal use of a public right-of-way by other utility providers;
3. violate nondiscriminatory applicable codes;
4. violate or conflict with the municipality's publicly disclosed public right-of-way management ordinance or this Design Manual; and
5. violate the federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.).

B. General Requirements and Information

1. *Size Limits.* Network Providers shall provide detailed drawings, with calculations to show strict conformity to the size limitations as set forth in Chapter 284, in accordance with, but not limited to Chapter 284, Sec. 284.002, size of a Micro Network Node, Sec. 284.003, Size of Network Nodes, and Sec. 284.103, Max. pole height, with each application and with each request for a permit for each location.³

2. *State and Federal Rights-of-way permit.* If the project lies within a Highway Right-of-Way, the applicant must provide evidence of a permit from the State or Federal Government.

3. *Confirmation of Non-Interference with City Safety Communication Networks.*

- a. The Network Provider needs to provide analysis that the proposed network node shall not cause any interference with City public safety radio system, traffic signal light system, or other city safety communications components in accordance with Chapter 284, Sec. 284.304.

- b. It shall be the responsibility of the Network Provider to evaluate, prior to making application for permit, the compatibility between the existing City infrastructure and Provider's proposed Network Node. A Network Node shall not be installed in a location that causes any interference. Network Nodes shall not be allowed on City's public safety radio infrastructure.

4. *Improperly Located Network Node facilities, Node Support Poles and related ground equipment:*

- a. Improperly Located Network Node facilities, Node Support Poles and related ground equipment shall not impede pedestrian or vehicular traffic in the Right-of-Way. If any Network Node facilities, Node Support Poles or ground equipment is installed in a location that is not in

accordance with the plans approved by the City Manager and impedes pedestrian or vehicular traffic or does not comply or otherwise renders the Right-of-Way non-compliant with applicable Laws, including the American Disabilities Act, then Network Provider shall promptly remove the Network Node facilities, Node Support Poles or ground equipment.

b. Notice to Remove unauthorized facilities and relocate and penalty: After 30 days' notice to remove of Network Node facilities, Node Support Poles or ground equipment that is located in the incorrect permitted location, if not relocated the Network Provider shall be subject to a penalty of \$2,000 per day penalty until the Network Node facilities, Node Support Poles or ground equipment is relocated to the correct area within the permitted Location, regardless of whether or not the Network Provider's contractor, subcontractor, or vendor installed the Network Node facilities, Node Support Poles or ground equipment in strict conformity with the City Rights-of-way management ord., and other applicable ordinances concerning improperly located facilities in the rights-of-way.

C. Underground Requirement Areas

1. In accordance with Chapter 284.107, a Network Provider shall, in relation to installation for which the City approved a permit application, comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

2. If a location is designated by the City to transits to be an Underground Requirement Area, then a Network Provider's permit for the location of the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location will be revoked 90 days after the designation, with removal of said the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location within 90 days of such designation, or as otherwise reasonably allowed by the City for the transition of other overhead facilities.

D. Network Node Facilities Placement

1. *Right-of-Way.* Network Node facilities, Node Support Poles and related ground equipment shall be placed, as much as possible, within two feet of the outer edge of the Right-of-Way line to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way.

2. *Height Above Ground.* Network Node attachments to a pole shall be installed at least eight (8) feet above the ground in accordance with Chapter 284, Sec. 284.108, and if a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

3. *Protrusions.* In accordance with Chapter 284, Sec. 284.003 (a) (1) (C), Sec. 284.003 (a) (2) (C) and Sec. 284.003 (a) (3) (B) no protrusion from the outer circumference of the existing structure or pole shall be more than two (2) feet.

4. *Limit on Number of Network Nodes Per Site.* There shall be no more than one Network Node on any one Pole.

E. New Node Support Poles

1. *New Node Support Poles Spacing.* New node support poles shall be spaced apart from existing utility poles or Node Support poles at the same as the spacing between utility poles in the immediate proximity, but no less than at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

2. *Height of Node Support Poles or modified Utility Pole.* In accordance with Chapter 284, Sec. 284.103 a Node support pole or modified Utility Pole may not exceed the lesser of:

- (a) 10 feet in height above the tallest existing utility pole located within 500 linear feet of the new pole in the same public right-of-way; or
- (b) 55 feet above ground level.

F. Ground Equipment

1. *Ground Equipment Near Street Corners and Intersections.* Ground equipment should be minimal and the least intrusive. In accordance with Chapter 284.102 (1), to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way the maximum line of sight required to add to safe travel of vehicular and pedestrian traffic and in order to maximize that line of sight at street corners and intersections and to minimize hazards at those locations, ground equipment may not be installed within 250 feet of a street corner or a street intersection.

2. *Ground Equipment near Municipal Parks.* For the safety of Municipal park patrons, particularly small children, and to allow full line of sights near Municipal park property, the Network Provider shall not install Ground Equipment in a Right-of-Way that is within a Park or within 250 feet of the boundary line of a Park, unless approved by the City Manager in writing.

3. *Minimize Ground Equipment Density:* In accordance with Chapter 284, Sec. 284.102 (1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City's designee may deny a request for a proposed Location if the Network Provider installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 16 sq. ft. or more.

G. Municipal Service Poles

1. *In Accordance with Agreement.* Installations on all Service Poles shall be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).

2. *Required Industry Standard Pole Load Analysis.* Installations on all Service Poles shall have an industry standard pole load analysis completed and submitted to the municipality with each permit application indicating that the Service Pole to which the Network Node is to be attached will safely support the load, in accordance with Chapter 284.108.

3. *Height of Attachments.* All attachments on all Service Poles shall be at least 8 feet above grade, in accordance with Chapter 284, Sec. 285.108 (a) (1) - (2) and if a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

3. *Installations on Traffic Signals.* Installations on all Traffic signal structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public and must be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b). Installation of Network Node facilities on any traffic signal structures shall:

- i. Be encased in a separate conduit than the traffic light electronics;
- ii. Have a separate electric power connection than the traffic signal structure; and
- iii. Have a separate access point than the traffic signal structure; and

4 *Installations on Street signage:* Installations on all street signage structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public. Installation of Network Node facilities on any street signage structures that has electrics shall:

- i. Be encased in a separate conduit than any City signage electronics;
- ii. Have a separate electric power connection than the signage structure; and
- iii. Have a separate access point than the signage structure.

SECTION 5. GENERAL AESTHETIC REQUIREMENTS

A. Concealment

1. Concealment of Network Nodes and Node support poles shall be required by the City in Design Districts with Decorative Poles and in Historic Districts pursuant to Chapter 284.105.

2. It is also the City's preference that all new node support poles be camouflaged, except those located in an area zoned or predominantly industrial area. Companies shall submit their proposal for camouflage with the permit application.

3. The Network Node facilities shall be concealed or enclosed as much as reasonably possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

4. The Network Node facilities shall be concealed or enclosed as much as possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible, except to the extent not consistent with Chapter 284.

B. New Node Support Pole Spacing

New node support poles shall be at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

C. Minimize Ground Equipment Concentration

In order to minimize negative visual impact to the surrounding area, and in accordance with Chapter 284, Sec. 284.102 (1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City's designee may deny a request for a proposed Location if the Network Provider installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more to minimize effect on property values and aesthetics on the area.

D. Allowed Colors

Colors in Historic Districts and Design Districts must be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284. Colors in Historic Districts and Design Districts must be approved by the City Manager from a palette of approved colors. Unless otherwise provided, all colors shall be dark bronze or black, or as approved by the City Manager shall match the background of any structure the facilities are located upon and all efforts shall be made for the colors to be inconspicuous. Colors in areas other than in Historic Districts and Design Districts shall conform to the same requirements above for Historic Districts or Design Districts, or as approved by the City Manager shall conform to colors of other installations of telecommunication providers in the immediately adjacent areas.

SECTION 6. ELECTRICAL SUPPLY

1. Network Provider shall be responsible for obtaining any required electrical power service to the Micro Network Node, Network Node facilities, Node Support Poles and ground equipment. The City shall not be liable to the Network Provider for any stoppages or shortages of electrical power furnished to the Micro Network Node, Network Node facilities, Node Support Poles or ground equipment, including without limitation, stoppages or shortages caused by any act, omission, or requirement of the public utility serving the structure or the act or omission of any other tenant or Network Provider of the structure, or for any other cause beyond the control of the City.

2. Network Provider shall not allow or install generators or back-up generators in the Right-of-Way in accordance with Chapter 284, Sec. 284.002 (12) (B) (1).

SECTION 7. INSURANCE, INDEMNITY, BONDING AND SECURITY DEPOSITS

1. Insurance, bonding and security deposits shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.
2. Indemnity shall be in accordance with Chapter 284, Sec. 284.302, as provided for in Chapter 283, Sec. 283.057 (a) and (b) of the Texas Loc. Gov't Code.

SECTION 8. REQUIREMENTS IN REGARD TO REMOVAL, REPLACEMENT, REPLACEMENT, MAINTENANCE AND REPAIR

A. Removal or Relocation by Network Provider

1. Removal and relocation by the Network provider of its Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment at its own discretion, shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.
2. If the Network Provider removes or relocates a Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment at its own discretion, it shall notify the City Manager in writing not less than 10 business days prior to removal or relocation. Network Provider shall obtain all Permits required for relocation or removal of its Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment prior to relocation or removal.
3. The City shall not issue any refunds for any amounts paid by Network Provider for Micro Network Node, Network Node facilities, Node Support Poles or related ground equipment that have been removed.

B. Removal or Relocation Required for City Project

1. Removal and Relocation of Network Provider's Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof required for a City project shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284, Sec. 284.107, except as provided in existing state and federal law.
2. In accordance with Chapter 284, Sec. 284.107, except as provided in existing state and federal law, a Network Provider shall relocate or adjust Micro Network Node, Network Node, Node Support Pole and related ground equipment in a public right-of-way in a timely manner and without cost to the municipality managing the public right-of-way.
3. Network Provider understands and acknowledges that the City may require Network Provider to remove or relocate its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or any portion thereof from the Right-of-Way for City construction projects as allowed by state and federal law, including the common-law.
4. Network Provider shall, at the City Manager's direction, remove or relocate the same at Network Provider's sole cost and expense, except as otherwise provided in existing state and federal law, whenever the City Manager reasonably determines that the relocation or removal is needed for any of the following purposes: Required for the construction, completion, repair, widening, relocation, or maintenance of, or use in connection with, any City construction or maintenance project of a street or public rights-of-way to enhance the traveling public's use for travel and transportation.
5. If Network Provider fails to remove or relocate the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof as requested by the City Manager within 90 days of Network Provider's receipt of the request, then the City shall be entitled to remove the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof at Network Provider's sole cost and expense, without further notice to Network Provider.
6. Network Provider shall, within 30 days following issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof.

C. Removal Required by City for Safety and Imminent Danger Reasons

1. Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment within the time frame and in the manner required by the City Manager if the City Manager reasonably determines that the disconnection, removal, or relocation of any part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment (a) is necessary to protect the public health, safety, welfare, or City property, (b) the Micro Network Node, Network Node, Node Support Pole and related ground equipment, or portion thereof, is

adversely affecting proper operation of streetlights or City property, or (c) Network Provider fails to obtain all applicable licenses, Permits, and certifications required by Law for its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or use of any Location under applicable law in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

2. If the City Manager reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment at the Network Provider's sole cost and expense in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

3. Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment within the time frame and in the manner required by the City Manager if the City Manager reasonably determines that the disconnection, removal, or relocation of any part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment (a) is necessary to protect the public health, safety, welfare, or City property, (b) the Micro Network Node, Network Node, Node Support Pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City property, or (c) Network Provider fails to obtain all applicable licenses, Permits, and certifications required by Law for its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or use of any Location under applicable law. If the City Manager reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment at the Network Provider's sole cost and expense.

4. The City Manager shall provide 90 days written notice to the Network Provider before removing a Micro Network Node, Network Node, Node Support Pole and related ground equipment under this Section, unless there is imminent danger to the public health, safety, and welfare.

5. Network Provider shall reimburse City for the City's actual cost of removal of Micro Network Node, Network Node, Node Support Pole and related ground equipment within 30 days of receiving the invoice from the City.

SECTION 9. INSTALLATION AND INSPECTIONS

A. Installation

Network Provider shall, at its own cost and expense, install the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment in a good and workmanlike manner in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall, at its own cost and expense, install the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment in a good and workmanlike

manner and in accordance with the requirements promulgated by the City Manager, as such may be amended from time to time. Network Provider's work shall be subject to the regulation, control and direction of the City Manager. All work done in connection with the installation, operation, maintenance, repair, modification, and/or replacement of the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment shall be in compliance with all applicable laws, ordinances, codes, rules and regulations of the City, applicable county, the state, and the United States ("Laws").

B. Inspections

The City Manager, or designee, may perform visual inspections of any Micro Network Node, Network Node, Node Support Pole or related ground equipment located in the Right-of-Way shall be allowed in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

The City Manager, or designee, may perform visual inspections of any Micro Network Node, Network Node, Node Support Pole or related ground equipment located in the Right-of-Way as the City Manager deems appropriate without notice. If the inspection requires physical contact with the Micro Network Node, Network Node, Node Support Poles or related ground equipment, the City Manager shall provide written notice to the Network Provider within five business days of the planned inspection. Network Provider may have a representative present during such inspection.

SECTION 10. REQUIREMENTS UPON ABANDONMENT OF OBSOLETE MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT

Abandoned or obsolete Micro Network Node, Network Node, Node Support Pole and related ground equipment shall be removed in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall remove Micro Network Node, Network Node, Node Support Pole and related ground equipment when such facilities are Abandoned regardless of whether or not it receives notice from the City. Unless the City sends notice that removal must be completed immediately to ensure public health, safety, and welfare, the removal must be completed within the earlier of 90 days of the Micro Network Node, Network Node, Node Support Pole and related ground equipment being Abandoned or within 90 days of receipt of written notice from the City. When Network Provider removes, or Abandons permanent structures in the Right-of-Way, the Network Provider shall notify the City Manager and City Manager in writing of such removal or Abandonment and shall file with the City Manager and City Manager the location and description of each Micro Network Node, Network Node, Node Support Pole and related ground equipment removed or Abandoned. The City Manager may require the Network Provider to complete additional remedial measures necessary for public safety and the integrity of the Right-of-Way.

SECTION 11. GENERAL PROVISIONS

1. **As Built Maps and Records.** Network Provider's as-built maps and records shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall maintain accurate maps and other appropriate records of its Network Node facilities, Node Support Poles and related ground equipment as they are actually constructed in the Rights-of-Way, including, upon request, the use of Auto CAD/GIS digital format. Network Provider will provide additional maps to the City upon request.

2. **Courtesy and Proper Performance.** Courtesy and Proper Performance of Network provider's personnel, and contractors shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall make citizen satisfaction a priority in using the Right-of-Way. Network Provider shall train its employees to be customer service-oriented and to positively and politely interact with citizens when dealing with issues pertaining to its Micro Network Node, Network Node, Node Support Pole and related ground equipment in the Right-of-Way. Network Provider's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of interaction with the public. If, in the opinion of the City Manager or designee, Network Provider is not interacting in a positive and polite manner with citizens, he or she shall request Network Provider to take all remedial steps to conform to these standards.

3. **Drug Policy.** Drug policy of Network provider's personnel, and contractors in the rights-of-way shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Network Provider's employees, contractors, subcontractors, sub-Network Provider's, or vendors while on City rights-of-way is prohibited.

4. **Allocation of Funds for Removal and Storage.** The City has appropriated \$0 to pay for the cost of any removal or storage of Micro Network Node, Network Node, Node Support Pole and related ground equipment, as authorized under this Article, and no other funds are allocated.

5. **Ownership.** Ownership of Network Node and related equipment shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

No part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment erected or placed on the Right-of-Way by Network Provider will become, or be considered by the City as being affixed to or a part of, the Right-of-Way. All portions of the Micro Network Node, Network Node, Node Support Pole and related ground equipment constructed, modified, erected, or placed by Network Provider on the Right-of-Way will be and remain the

property of Network Provider and may be removed by Network Provider at any time, provided the Network Provider shall notify the City Manager prior to any work in the Right-of-Way.

6. **Tree Maintenance.** Tree maintenance shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider, its contractors, and agents shall obtain written permission from the City Manager before trimming trees hanging over its Micro Network Node, Network Node, or Node Support Pole, to prevent branches of such trees from contacting attached Micro Network Node, Network Node, or Node Support Pole. When directed by the City Manager, Network Provider shall trim under the supervision and direction of the Parks Director. The City shall not be liable for any damages, injuries, or claims arising from Network Provider's actions under this section.

7. **Signage.** Signage shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall post its name, location identifying information, and emergency telephone number in an area on the cabinet of the Network Node facility that is visible to the public. Signage required under this section shall not exceed 4" x 6", unless otherwise required by law (e.g. RF ground notification signs) or the City Manager.

Except as required by Laws or by the Utility Pole owner, Network Provider shall not post any other signage or advertising on the Micro Network Node, Network Node, Node Support Pole, Service pole or Utility Pole.

8. **Graffiti Abatement.** Graffiti abatement shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

As soon as practical, but not later than fourteen (14) calendar days from the date Network Provider receives notice thereof, Network Provider shall remove all graffiti on any of its Micro Network Node, Network Node, Node Support Pole, and related ground equipment located in the Right of Way. The foregoing shall not relieve the Network Provider from complying with any City graffiti or visual blight ordinance or regulation.

9. **Restoration.** Network Provider shall restore and repair of the rights-of-way from any damage to the Right-of-Way, or any facilities located within the Right-of-Way, and the property of any third party resulting from Network Provider's removal or relocation activities (or any other of Network Provider's activities hereunder) in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall repair any damage to the Right-of-Way, or any facilities located within the Right-of-Way, and the property of any third party resulting from Network Provider's removal or relocation activities (or any other of Network Provider's activities hereunder) within 10 calendar

days following the date of such removal or relocation, at Network Provider's sole cost and expense, including restoration of the Right-of-Way and such property to substantially the same condition as it was immediately before the date Network Provider was granted a Permit for the applicable Location or did the work at such Location (even if Network Provider did not first obtain a Permit), including restoration or replacement of any damaged trees, shrubs or other vegetation. Such repair, restoration and replacement shall be subject to the sole, reasonable approval of the City Manager.

10. Network Provider's Responsibility. Network Provider shall be responsible and liable for the acts and omissions of Network Provider's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider's and subcontractors in connection with the installations of any Micro Network Node, Network Node, Node Support Pole and related ground equipment, as if such acts or omissions were Network Provider's acts or omissions in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

Network Provider shall be responsible and liable for the acts and omissions of Network Provider's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider's and subcontractors in connection with the installations of any Micro Network Node, Network Node, Node Support Pole and related ground equipment, as if such acts or omissions were Network Provider's acts or omissions.

SECTION 12-19 RESERVED

SECTION 20. DESIGN MANUAL – UPDATES

Placement or Modification of Micro Network Node, Network Node, Node Support Pole and related ground equipment shall comply with the City's Design Manual at the time the Permit for installation or Modification is approved and as amended from time to time.

¹ Sec. 284.301. LOCAL POLICE-POWER-BASED REGULATIONS.

(a) Subject to this chapter and applicable federal and state law, a municipality may continue to exercise zoning, land use, planning, and permitting authority in the municipality's boundaries, including with respect to utility poles.

(b) A municipality may exercise that authority to impose police-power-based regulations for the management of the public right-of-way that apply to all persons subject to the municipality.

(c) A municipality may impose police-power-based regulations in the management of the activities of network providers in the public right-of-way only to the extent that the regulations are reasonably necessary to protect the health, safety, and welfare of the public.

² The definitions as used in Tx. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used in this Design Manual.

Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002. DEFINITIONS. In this chapter:

(1) "Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

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- (2) "Applicable codes" means:
- (A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and
 - (B) local amendments to those codes to the extent not inconsistent with this chapter.
- (3) "Collocate" and "collocation" mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.
- (4) "Decorative pole" means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.
- (5) "Design district" means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.
- (6) "Historic district" means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.
- (7) "Law" means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.
- (8) "Macro tower" means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Section 284.103 and that supports or is capable of supporting antennas.
- (9) "Micro network node" means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.
- (10) "Municipally owned utility pole" means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.
- (11) "Municipal park" means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.
- (12) "Network node" means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:
- (A) includes:
 - (i) equipment associated with wireless communications;
 - (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and
 - (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and
 - (B) does not include:
 - (i) an electric generator;
 - (ii) a pole; or
 - (iii) a macro tower.
- (13) "Network provider" means:
- (A) a wireless service provider; or
 - (B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:
 - (i) network nodes; or
 - (ii) node support poles or any other structure that supports or is capable of supporting a network node.
- (14) "Node support pole" means a pole installed by a network provider for the primary purpose

of supporting a network node.

(15) "Permit" means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

(16) "Pole" means a service pole, municipally owned utility pole, node support pole, or utility pole.

(17) "Private easement" means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

(18) "Public right-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:

(A) a private easement; or

(B) the airwaves above a public right-of-way with regard to wireless telecommunications.

(19) "Public right-of-way management ordinance" means an ordinance that complies with Subchapter C.

(20) "Public right-of-way rate" means an annual rental charge paid by a network provider to a municipality related to the construction, maintenance, or operation of network nodes within a public right-of-way in the municipality.

(21) "Service pole" means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

(A) a pole that supports traffic control functions;

(B) a structure for signage;

(C) a pole that supports lighting, other than a decorative pole; and

(D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

(22) "Transport facility" means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

(23) "Utility pole" means a pole that provides:

(A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or

(B) services of a telecommunications provider, as defined by Section 51.002, Utilities Code.

(24) "Wireless service" means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

(25) "Wireless service provider" means a person that provides wireless service to the public.

³ Sec. 284.002. DEFINITIONS (8) "Micro network node" means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Sec. 284.003. LIMITATION ON SIZE OF NETWORK NODES. (a) Except as provided by Section 284.109, a network node to which this chapter applies must conform to the following conditions:

(1) each antenna that does not have exposed elements and is attached to an existing structure or pole:

(A) must be located inside an enclosure of not more than six cubic feet in volume;

(B) may not exceed a height of three feet above the existing structure or pole; and

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- (C) may not protrude from the outer circumference of the existing structure or pole by more than two feet;
 - (2) if an antenna has exposed elements and is attached to an existing structure or pole, the antenna and all of the antenna's exposed elements:
 - (A) must fit within an imaginary enclosure of not more than six cubic feet;
 - (B) may not exceed a height of three feet above the existing structure or pole; and
 - (C) may not protrude from the outer circumference of the existing structure or pole by more than two feet;
 - (3) the cumulative size of other wireless equipment associated with the network node attached to an existing structure or pole may not:
 - (A) be more than 28 cubic feet in volume; or
 - (B) protrude from the outer circumference of the existing structure or a node support pole by more than two feet;
 - (4) ground-based enclosures, separate from the pole, may not be higher than three feet six inches from grade, wider than three feet six inches, or deeper than three feet six inches; and
 - (5) pole-mounted enclosures may not be taller than five feet.
 - (b) The following types of associated ancillary equipment are not included in the calculation of equipment volume under Subsection (a):
 - (1) electric meters;
 - (2) concealment elements;
 - (3) telecommunications demarcation boxes;
 - (4) grounding equipment;
 - (5) power transfer switches;
 - (6) cut-off switches; and
 - (7) vertical cable runs for the connection of power and other services.
 - (c) Equipment attached to node support poles may not protrude from the outer edge of the node support pole by more than two feet.
 - (d) Equipment attached to a utility pole must be installed in accordance with the National Electrical Safety Code, subject to applicable codes, and the utility pole owner's construction standards.



SMALL CELL FACILITIES

CITY COUNCIL

JANUARY 16, 2018

SMALL CELL FACILITIES AND NETWORK NODES

- Small Cell Facilities and network nodes are components of the new 5G advanced wireless communication technology
- In addition to towers, cellular companies will also use small cells or nodes to enable wireless communications throughout the network
- Senate Bill 1004 grants cellular companies additional access to city rights-of-way
- The bill also provides protections and limitations of small cell deployments in residential areas, historical areas, and municipal parks

FEES

- The fees charged are governed by Texas Local Government Code. Section 282.156
- The City recommends charging the maximum amount in accordance with state law

EXAMPLES



EXAMPLES



LEGISLATIVE REFERENCE

Sec. 284.156. APPLICATION FEES. (a) A municipality may charge an application fee for a permit only if the municipality requires the payment of the fee for similar types of commercial development inside the municipality's territorial jurisdiction other than a type for which application or permit fees are not allowed by law.

(b) The amount of an application fee charged by a municipality may not exceed the lesser of:

(1) the actual, direct, and reasonable costs the municipality determines are incurred in granting or processing an application that are reasonably related in time to the time the costs of granting or processing an application are incurred; or

(2) \$500 per application covering up to five network nodes, \$250 for each additional network node per application, and \$1,000 per application for each pole.



City of Sachse, Texas

Legislation Details (With Text)

File #:	18-4114	Version:	1	Name:	Master Fee Schedule Amendment
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	1/4/2018	In control:		In control:	City Council
On agenda:	1/16/2018	Final action:		Final action:	
Title:	Consider a resolution amending the Master Fee Schedule FY2017 by adding a new section for Network Provider Fees to include small cell application fees, small cell user fees, and transport facility monthly user fee.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution				

Date	Ver.	Action By	Action	Result
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Title

Amending the Master Fee Schedule

Background

The Master Fee Schedule is a convenient tool for citizens and customers to use to acquaint themselves with various charges for City services. The schedule can be updated periodically for necessary changes without amending the associated Ordinance.

The proposed update to the Master Fee Schedule is to add both application fees and user fees related to Small Cell networks in the City of Sachse. These fees are governed by Texas Local Government Code, Section 282.156 and are the maximum fees permitted under the new legislation.

During the 85th Regular Legislative Session, the State of Texas passed a new law by which network providers were given certain authorities to install small cell facilities within the public rights-of-way. The proposed update to the Master Fee Schedule was prepared by the City Attorney and is in accordance with Senate Bill 1004, Chapter 284, enacted by the State of Texas on June 9, 2017.

Policy Considerations

The proposed fees are in accordance with State law, as reviewed by the City Attorney.

Budgetary Considerations

The fees as outlined provide the basis for revenue assumptions in the City budget.

Staff Recommendations

Staff recommends that Council approve a resolution amending the Master Fee Schedule FY2018 by adding a new section for network provider fees to include small cell application fees, small cell user fees, and transport facility monthly user fee; and providing for an effective date.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AMENDING THE MASTER FEE SCHEDULE FY2017 BY ADDING A NEW SECTION FOR NETWORK PROVIDER FEES TO INCLUDE SMALL CELL APPLICATION FEES, SMALL CELL USER FEES, AND TRANSPORT FACILITY MONTHLY USER FEE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend the Master Fee Schedule FY 2017 effective January 16, 2018, by adding a new section for Network Provider fees;

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

SECTION 1. That the Master Fee Schedule FY2017, effective October 1, 2017, is hereby amended to read as follows:

“...	
NETWORK PROVIDER	
Small Cell Application Fees:	
(a) Small Cell Application Fee	\$500.00 (1-5 network nodes)
(b) Each additional network node	\$250.00 (more than 5)
(c) Per pole	\$1,000
Small Cell User Fees:	
(a) Annual fee for each network node	\$250.00
(b) Annual city pole attachment fee	\$20.00
Transport Facility Monthly user fee.	\$28.00 multiplied by the number of the network provider's network nodes located in the public right-of-way for which the installed transport facilities provide backhaul, until the time the network provider's payment to the city exceeds its monthly aggregate per month compensation to the city.
...”	

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the 16th day of January 2018.

CITY OF SACHSE, TEXAS

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary



City of Sachse, Texas

Legislation Details (With Text)

File #:	18-4129	Version:	1	Name:	Executive Session: Real Property
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	1/12/2018	In control:		In control:	City Council
On agenda:	1/16/2018	Final action:		Final action:	
Title:	The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.072: Deliberation of the sale of real property generally located along SH 78.				

Consider any action as a result of Executive Session.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Executive Session pursuant to the Texas Government Code, Section §551.072

Background

This agenda item is provided for the City Council to meet in Executive Session to deliberate sale of real property generally located along SH 78.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Conduct Executive Session and take any action appropriate.