



Monday, October 7, 2019
Regular Combined City Council Meeting

Council Chambers
3815 Sachse Road, Building B
6:30 p.m.

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

As authorized by Section 551.071(2) of the Texas Government Code, these meetings may be convened into closed Executive Session at any time during the City Council workshop or regular meeting for the purpose of seeking confidential legal advice from the City Attorney on any workshop or regular meeting agenda item listed herein.

A. 6:30 PM WORKSHOP MEETING

1. Call to Order: The City Council of the City of Sachse will hold a Workshop Meeting on Monday, October 7, 2019 at 6:30 p.m. in the Council Chambers at Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas to consider the following items of business:
2. Receive a six-month update on services from Community Waste Disposal (CWD), the City's new solid waste and recycling provider.
3. Discuss the policies and procedures for the Michael J. Felix Community Center and the facility rental policies for the Community Center and Senior Center.
4. Discussion of City Council meeting agenda items.
5. Adjournment.

B. 7:30 PM REGULAR MEETING

1. Call to Order: The City Council of the City of Sachse will hold a Regular Meeting on Monday, October 7, 2019 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:
2. Invocation and Pledges of Allegiance.

C. Special Announcements

1. Mayor and City Council announcements regarding special events, current activities, and local achievements.
2. Recognition of the City Council on its completion of the Sachse Fire-Rescue Fire Academy.

D. Citizen Input

1. Citizen Input: The public is invited at this time to address the Council. Please 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. Issues raised may be referred to City Staff for research and possible future action.

E. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a

Councilmember or citizen so requests.

1. Approve the minutes of the September 16, 2019, combined meeting.
2. Approve a resolution authorizing the City Manager to negotiate and execute the terms and conditions of an agreement, by and between the City of Sachse and DataVox for the purchase and installation of video surveillance and access control equipment for the Sachse Community Center in an amount not to exceed eighty-five thousand dollars and zero cents (\$85,000.00).
3. Approve a resolution authorizing the City Manager to negotiate and execute the terms and conditions of an agreement, by and between the City of Sachse and Visionality-Designs That Compute (DTC) for the purchase and installation of audio-visual equipment for the Sachse Community Center in an amount not to exceed one hundred and ten thousand dollars and zero cents (\$110,000.00).
4. Authorize the remodel of Salmon Park restrooms with Henneberger Construction, Inc., through the BuyBoard purchasing program, in an amount not to exceed the eighty thousand dollars and zero cents (\$80,000.00) and authorize the City Manager to execute necessary documents for such remodel.
5. Approve an Interlocal Agreement renewing the Food Establishment and Inspection and Environmental Health Services between Dallas County, on behalf of Dallas County Health and Human Services, and the City of Sachse.
6. Accept the monthly revenue and expenditure report for the period ending August 31, 2019.
7. Approve a resolution authorizing the purchase, design, and installation of furniture with Workplace Solutions for the Michael J. Felix Community Center in an amount not to exceed one hundred thousand dollars and zero cents (\$100,000.00).
8. Approve a Memorandum of Agreement regarding electrical service between the City of Sachse and the Sachse Historical Society.
9. Approve an amendment to the Household Hazardous Waste Interlocal Agreement between Dallas County and the City of Sachse.
10. Approve the Consent Agenda Items as presented.

F. Regular Agenda Items

1. Receive a six-month update on services from Community Waste Disposal (CWD), the City's new solid waste and recycling provider. (Continuation from workshop, if necessary)
2. Conduct a public hearing to consider and act on an ordinance amending the Code of Ordinances by amending Chapter 11 titled "Zoning".
3. Consider approval of an ordinance amending Chapter 9 of the City of Sachse Code of Ordinances titled "Traffic Regulations" to prohibit a person to Stop, Stand, or Park a motor vehicle along Woodcreek Way a distance 40 feet south of Meadow Bluff Lane and along Woodcreek Way a distance of 100 feet south of Meadow Bluff Court.
4. Consider an ordinance adopting the 2019 Water Resource and Emergency Management Plan.
5. Consider a resolution to submit projects for inclusion into the Dallas County Master Agreement Governing Major Capital Transportation Improvements Projects 7th Call for Projects.
6. Consider a resolution to submit projects for inclusion into the 2019 Collin County Call for City Projects.
7. Consider authorizing the City Manager to execute an amended and revised development agreement with Main Street TH, Ltd. for the Sable Hills Estates Subdivision.

G. Executive Session

1. The City Council shall convene into Executive Session pursuant to Texas Government Code §551.071(2) to consult with the City Attorney regarding legal matters related to (1) Vicksburg Drive and Anthony Lane drainage improvements and (2) a construction agreement between the City and KIK Underground for Vicksburg Drive and Ponderosa drainage improvements.
2. Take any action as a result of Executive Session.

H. Regular Meeting Closing

1. Adjournment.

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

Michelle Lewis Sirianni, City Secretary

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

**Agenda Item Details**

Meeting	Oct 07, 2019 - Regular Combined City Council Meeting
Category	A. 6:30 PM WORKSHOP MEETING
Subject	2. Receive a six-month update on services from Community Waste Disposal (CWD), the City's new solid waste and recycling provider.
Access	Public
Type	Information

Public Content**BACKGROUND**

The City Council awarded the bid for solid waste and recycling services to Community Waste Disposal (CWD) at its December 3, 2018, meeting. CWD worked with staff in Utility Billing and the City Manager's Office to plan for and implement the transition between providers including notification of the new services and delivery of the new carts.

CWD has provided weekly trash and recycling collection services, as well as monthly bulk trash collection services for Sachse residents since April 1, 2019. Since that time, CWD staff has also been in contact with City staff on a daily basis and meets onsite each month to discuss specific issues/opportunities. Jason Roemer, Municipal Coordinator for the City of Sachse, will present the City Council and residents with an update on operations since the Sachse contract began. In addition, Jason will also highlight the new fleet of trash trucks that will service Sachse. CWD ordered brand-new trucks as a part of its contract with the City; however, due to the significant lead time associated with trash trucks, the new fleet was not able to be in service at the start of the contract. The new trucks have finally arrived and, as of October 2019, Sachse will have the newest fleet of CWD trucks in the Metroplex. One of the new trucks will be stationed outside of City Hall during the workshop meeting so that the City Council and residents can take a look at the newest truck serving Sachse.

OVERVIEW

CWD typically provides annual updates to its clients; However, since this is a new contract, CWD will provide a six-month update.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

There are no recommendations affiliated with this item. This is an opportunity for CWD to provide an update on its six months of operations in Sachse and for the City Council to ask any questions it may have of Jason Roemer and CWD.

**Agenda Item Details**

Meeting	Oct 07, 2019 - Regular Combined City Council Meeting
Category	A. 6:30 PM WORKSHOP MEETING
Subject	3. Discuss the policies and procedures for the Michael J. Felix Community Center and the facility rental policies for the Community Center and Senior Center.
Access	Public
Type	Discussion
Goals	Provide a high quality of life environment for families, individuals, businesses, and other organizations in Sachse. Provide excellent government services to Sachse citizens.

Public Content**BACKGROUND**

Staff researched policies and procedures for community and recreation centers in the area including policies on reservations, guests, and members. Staff brought the first draft to the Parks and Recreation Board on September 12, 2019, to receive feedback on the proposed policies and procedures. Staff will present a draft that includes the Parks Board recommendations for City Council to discuss. After discussion, staff will take City Council comments to the October 10, 2019 Parks and Recreation Board meeting for review and discussion and then bring the final recommendation from the Parks Board to the City Council at a November meeting for a final decision.

POLICY CONSIDERATIONS

Staff proposes to use the facility rental policies as a guideline for not only the Community Center, but also for Senior Center reservations. This will provide for consistent reservation policies city-wide.

RECOMMENDATION

Receive feedback from the City Council on the policy and procedures for the Michael J. Felix Community Center, as well as facility rental policies for the Community Center and Senior Center.

[Facility Rental Policies.docx.pdf \(549 KB\)](#)[Policy and Procedures.docx.pdf \(538 KB\)](#)



RENTAL POLICIES/FACILITY USE REGULATIONS

	Operational Hours (Residents)	Operational Hours (Non-Residents)	Non-Operational Hours (Residents)	Non-Operational Hours (Non-Residents)	Operational Hours (Non-Profit, Resident)	Operational Hours (Non-Profit, Non-Resident)	Non-Operational Hours (Non-Profit, Resident)	Non-Operational Hours (Non-Profit, Non-Resident)
Room A	\$10/hour	\$25/hour	\$25/hour	\$50/hour	Free	\$10/hour	\$25/hour	\$35/hour
Room B	\$10/hour	\$25/hour	\$25/hour	\$50/hour	Free	\$10/hour	\$25/hour	\$35/hour
Room A+B	\$20/hour	Not Available	\$50/hour	Not Available	Free	Not Available	\$50/hour	Not Available
Gym Full Court	Not Available	Not Available	\$50/hour	Not Available	Not Available	Not Available	\$50/hour	Not Available
Gym Half Court	Not Available	Not Available	\$25/hour	\$50/hour	Not Available	Not Available	\$25/hour	Not Available
Senior Center	Not Available	Not Available	\$25/hour	\$50/hour	Not Available	Not Available	\$25/hour	\$35/hour

- Refundable Deposit - \$100
- Kitchen Use Fee - \$50

RENTAL POLICIES/FACILITY USE REGULATIONS

GENERAL

- The gymnasium, meeting rooms, and kitchen are available for reservations outside of scheduled programming. Admission to these areas is prohibited outside of attendance in a registered or scheduled activity or rental. The multipurpose room is only for registered activities and is not available for reservation.
- Reservations must be made, by individuals over the age of 18, in person or by telephone at least 2 weeks prior to the desired date. Proof of residency is required to receive the resident rate and proof of non-profit status is required to receive the non-profit rate.
- Reservations can be made a maximum of 3 months in advance.
- The individual placing the reservation request must be an authorized representative of the organization/event and must be present during the rental.
- Non-profit organizations may reserve rooms for a maximum of once per month and a maximum of 6 hours per use. Other reservations are allowed for a maximum of 8 hours per use.
- City staff has the final approval in granting facility use for activities and reserves the right, after review, to refuse future use to any group, organization, or individual exhibiting a lack of regard for the policies stated within this agreement. Special issues may be addressed on a case-by-case basis.
- All reservations must be completed and the facility vacated by 10:00 PM.
- Only City employees shall operate thermostats and AV equipment. Approval to use AV equipment must be noted on the facility use rental agreement.
- Any exception to the rules in this policy must be designated on the facility use rental agreement and must be approved by staff.

PAYMENTS AND DEPOSITS

- A deposit must be paid within 7 business days of the time the reservation is made.
- All payments and deposits must be paid at least 2 weeks prior to the reservation.
- Deposits will be refunded if:
 - Rooms are vacuumed and/or swept and tables/counters are wiped down.
 - Trash is taken to dumpster.
 - Tables and chairs are stored and placed in their original location.
 - The reservation abides by the times specified on the individual's Rental Agreement.

CANCELLATIONS

- In order to receive a full refund (deposit included) for a facility rental, notice must be given at least 7 days prior to the date of the rental.
- Refunds may be given under special circumstances at the discretion of City staff.

DECORATIONS

- Confetti, glitter, rice, and silly string are not permitted.
- Nothing may be hung, or taped to the walls or ceiling without prior approval.
- Nothing may be tacked on the walls and ceiling.
- Open flame candles and sparklers are prohibited.
- Bubbles and birdseed are only permitted outdoors.

RENTAL POLICIES/FACILITY USE REGULATIONS

KITCHEN USE

- You must bring your own utensils, plates, napkins, cups, etc. The use of the facility's kitchen supplies is prohibited.
- The use of the stovetop is prohibited without prior approval from City staff.
- The oven may only be used as a warmer.
- All counters and appliances used during the rental must be wiped down with the provided cleaning supplies. Spills must be cleaned up before exiting the rental space.
- All liquids, other than grease, must be poured down the sink before disposing the containers in the trash can. All food and personal items must be removed before exiting the rental space.

SETUP AND CLEANUP

- Reservation times must include setup and cleanup times. Each reservation group is required to set up the tables and/or chairs and return them to their original location.
- Staff does not assist in set up, takedown or clean up.
- Cleaning supplies and trash bags will be provided. Each reservation group must vacuum, sweep, and dispose of all trash in the dumpster located in the facility parking lot. All tables and countertops must be wiped down with the provided cleaning supplies before exiting the rental space. The kitchen, if used, must be cleaned according to the kitchen use policy.

MUSIC AND NOISE LEVELS

- Activities generating a level of noise that interferes with other areas will not be permitted.
- Music and amplified sounds should not be heard in other rooms within the building.

ALCOHOL AND TOBACCO USE

- The City of Sachse does not permit alcohol on or inside City property.
- Smoking and the use of other tobacco or vaping products is prohibited on or inside City property.

CHILDREN AND YOUTH

- Adult supervision must be maintained throughout the reservation.
- All activities involving minors require a ratio of 1 adult to every 10 children.

LIABILITY

- The responsible party is required to be at the event at all times and is liable for any damages occurring during their use of the room. All damages or costs associated with repair, replacement, and cleanup of the facility and equipment may result in the City holding the deposit and requesting additional fees.
- The City of Sachse accepts no liability for any damage to persons or property arising from the use of the facility.

Michael J. Felix Community Center Policy and Procedures

HOURS OF OPERATION

Monday: Closed

Tuesday: 7:00AM – 9:00PM

Wednesday: 10:00AM – 6:00PM

Thursday: 7:00AM – 9:00PM

Friday: 10:00AM – 4:00PM

Saturday: 10:00AM – 4:00PM

MEMBERSHIP AMENITIES INCLUDE: full-court gymnasium, indoor walking track, game room, virtual fitness programs, and class discounts.

MEMBERSHIP RATES

	Individual (12+ Years)	Family Rate (3 or more)	Seniors 50+	Military Veterans	Daily Drop-In (12+ years)
Resident	\$20/year	\$50/year	Free	Free	\$2/person
Non-Resident	\$40/year	\$100/year	\$10/year	\$10/year	\$2/person

- Class registrations are separate from membership fees; members will receive discounts on class fees.
- All persons entering the facility must have a membership, pay a daily drop-in fee, or be registered for a scheduled activity.
- A family is defined by those living in the same household.
- A waiver must be signed by a legal guardian for all participants 17 years and younger.

MEMBERS

- All members must abide by Community Center policies and procedures.
- All members must check in at the front desk, each time, upon entering the facility. Membership cards are required for access to amenities and a signed waiver must be on file.
- To qualify for the resident rate, patrons must live in Sachse or own property in Sachse.
- Proof of residency will include a photo ID and a current utility bill, lease agreement, or mortgage agreement. To receive the veteran discount, a proper military ID must be presented.
- Community Center ID cards will expire one year from the date of purchase.
- An individual must be 12 years of age to receive a yearly membership card. A parent/legal guardian must be present at the time of registration with proof of residency.
- Community Center ID cards can be revoked for reasons of misconduct.

Michael J. Felix Community Center Policy and Procedures

GUESTS

- All guests must abide by Community Center policies and procedures.
- All guests, including class spectators and participants, must check in at the front desk, each time, upon entering the facility. Parents of class participants may wait in the lobby, hallway, or within the classroom (at the teacher's discretion) during class times.
- Registered class participants do not have to purchase a daily pass or membership to enter the facility.
- Guests that do not possess a current Community Center membership, but would like to utilize membership amenities (i.e. gymnasium, walking track, etc.), must purchase a daily pass and have a signed waiver on file.

POLICIES

- All guests and members in the facility are expected to conduct themselves in a manner that is courteous and respectful of other guests, employees, the facility, and equipment.
- Destruction or vandalism of City property is prohibited and violators may be prosecuted.
- All damages and injuries must be reported to staff immediately.
- Smoking and the use of other tobacco or vaping products is prohibited on City property.
- Gambling, profane words, and profane gestures are prohibited on City property.
- Verbal or physical threats, aggressive behavior, or fighting will result in immediate suspension of all parties.
- Use of alcohol/narcotics or public intoxication is not allowed on City property.
- Food, drinks (with the exception of water), candy, and gum are prohibited in the multipurpose room, gymnasium and on the walking track. Glass containers are prohibited throughout the facility.
- Skateboards, rollerblades, roller skates, cleats, shoes with wheels, or bicycles are not allowed in the building.
- Basketballs and related gym equipment are not to be used in any part of the building outside the gymnasium or designated classroom.
- No pets allowed except those trained to assist individuals with special needs.
- Music volume should be kept low for individual use and shall not disturb other patrons in the building. Earphones should be used.
- Organized practice/coaching is not allowed without a reservation. Courts can be reserved during non-operational hours (see facility rental policies). See Community Center staff regarding availability for reservations.
- All services and equipment are available on a first come, first served basis.
- Guests must be registered to participate in any scheduled activity. See Community Center staff regarding class registrations.

DRESS CODE

- To maintain a respectful environment, shirts and shoes must be worn at all times.
- Backs, midriffs, and undergarments must be covered at all times.
- Clothing with offensive words or symbols is prohibited.

Michael J. Felix Community Center Policy and Procedures

AGE AND SUPERVISION

- Facility employees are not responsible for the direct supervision of any dependent person inside or outside of the Community Center.
- The Sachse Police Department will be contacted if a dependent person is left unsupervised at the Community Center outside of normal operating hours.
- Children 11 years and younger must be directly supervised by a parent or guardian, 16 years or older, at all times.
- Youth 12 years and older may be dropped off to use the facility as long as they are a member of the Community Center, have a daily pass, or are registered for a scheduled activity. A parent/legal guardian must have a signed waiver on file for youth 12 years and older.

PERSONAL BELONGINGS

- Personal items are the responsibility of the individual. The City of Sachse is not responsible for abandoned, lost, stolen, or damaged items at the Community Center. Items left in the Lost and Found will regularly be donated or discarded without notice.

GYM

- The gymnasium is available to members and daily fee participants for open play during posted hours or with staff authorization. Open play hours are subject to change. Open play hours are adjusted seasonally (fall, winter, spring, and summer).
- Members and guests 11 years and younger must have an appropriate level of adult supervision at all times.
- Proper attire, including shirts, shorts, and non-marking gym shoes, must be worn at all times. No bare feet, flip-flops, sandals, cleats, dress shoes, etc.
- Designated goals will be raised and/or lowered by employees at their discretion.
- Dunking and hanging on the rims, nets, and backboards is prohibited.
- No kicking or throwing balls against the walls, doors, rails, windows, or walking track.
- No food or drinks are permitted in the gymnasium, with the exception of bottled water.
- Profanity or vulgar language is not allowed.
- During busy open gym times, full court games may be prohibited at staff discretion.

INDOOR WALKING TRACK

- Strollers will not be allowed on the track due to the size of the running/walking area.
- Stopping, standing, or sitting on the track is prohibited.
- Change lanes with caution, move to single-file to allow others to pass, and look in both directions when entering and exiting track.
- Obey the posted track lane designations and directional guidelines.
- Gym equipment is prohibited on the track.
- No bare feet, flip-flops, sandals, cleats, dress shoes, etc. on the walking track.
- Individuals 12 years and older may use the track without adult supervision as long as proper track etiquette is followed.

Michael J. Felix Community Center Policy and Procedures

GAME ZONE

- Individuals must be a member of the Community Center or have purchased a daily pass to use the game zone.
- Anyone 11 years and younger must be under the direct supervision of a parent or guardian, 16 years and older.
- Keep all food and drinks off game tables and away from video game equipment. Please clean up all trash immediately and notify staff of any spills.
- Check in with front desk staff for access to video game equipment and cartridges.
- The following behaviors are unacceptable and may result in the immediate removal of an individual(s) for the remainder of the day and/or further time period: endangering or threatening to endanger the health and safety of others, staff, self, or volunteers; stealing or damaging property; and using profanity, vulgarity, or obscenities.

**Agenda Item Details**

Meeting	Oct 07, 2019 - Regular Combined City Council Meeting
Category	C. Special Announcements
Subject	2. Recognition of the City Council on its completion of the Sachse Fire-Rescue Fire Academy.
Access	Public
Type	Recognition

Public Content**OVERVIEW**

The City Council went through a one-day fire academy held by Sachse Fire-Rescue on Saturday, September 21. The City Council learned about many facets of fire operations including fire ground procedures, situational assessment, fire behavior (using the Palmer Dollhouse), the science behind water flow and requirements, vehicle extrication, mechanical CPR device utilization (LUCAS), personal protective equipment (PPE), and more.

RECOMMENDATION

Recognize the City Council on its completion of the Sachse Fire-Rescue Fire Academy.

**Agenda Item Details**

Meeting	Oct 07, 2019 - Regular Combined City Council Meeting
Category	E. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	1. Approve the minutes of the September 16, 2019, combined meeting.
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Approve the minutes of the September 16, 2019, combined meeting.
Minutes	View Minutes for Sep 16, 2019 - Regular Combined City Council Meeting

Public Content**BACKGROUND**

Minutes of the September 16, 2019, combined meeting.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Approve the minutes of the September 16, 2019, combined meeting.

[09.16.19 Combined Minutes.pdf \(63 KB\)](#)

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

CITY COUNCIL OF THE CITY OF SACHSE

MEETING MINUTES

SEPTEMBER 16, 2019

The City Council of the City of Sachse held a workshop and regular meeting on Monday, September 16, 2019 at 6:30 p.m. at the City Council Chambers, 3815 Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Mayor Pro Tem Bill Adams, Councilmembers Brett Franks, Michelle Howarth, Paul Watkins, Cullen King, and Jeff Bickerstaff; City Manager, Gina Nash; City Attorney, Joe Gorfida; City Secretary, Michelle Lewis Sirianni; Strategic Services Manager, Lauren Rose; Finance Director, Teresa Savage; IT Manager, Danny Wheeler; Parks and Recreation Director, Lance Whitworth; Recreation Manager, Cynthia Wiseman; Public Works and CIP Director, Corey Nesbit; Development Services Director, Matt Robinson; Human Resources Director; Melinda Walter; Fire Chief, Marty Wade, Police Chief, Bryan Sylvester and Assistant Police Chief, Steven Baxter.

Mayor Felix opened the workshop meeting at 6:33 p.m.

COMMUNITY CENTER UPDATE: Receive an update on the Sachse Community Center construction progress.

Ron Hobbs with Ron Hobbs Architects gave an update to the City Council on the progress of the Community Center. He commented that they are currently two weeks behind the original schedule due to bad weather days. The completion date is now January 7. He added that the audio-visual equipment and purchase of furniture items will be coming back for Council approval at the October 7 meeting. He finished his presentation with photos of the building reflecting the progress.

ROTUNDA PROJECT: Unveil the “History in the Rotunda” project that was accomplished in collaboration with the Sachse Historical Society.

Mayor Felix and Diana Smith from the Sachse Historical Society unveiled a new plaque that will be displayed in the rotunda. The plaque provides additional details about the historical photos displayed in the rotunda.

EXECUTIVE SESSION:

The City Council shall convene into Executive Session pursuant to Texas Government Code Section §551.071 (1)(A): Consultation with City Attorney regarding the following pending litigation: (1) Randy Cole, Karen Cole, Ryan Cole v. Carl Carson, No. 14-10228 in the U.S. Court of Appeals for the Fifth Circuit, and (2) Randy Cole, Karen Cole, Ryan Cole v. Michael Hunter, Martin Cassidy, No. 15-10045 in the United States Court of Appeals for the Fifth Circuit.

At 6:56 p.m., the City Council recessed into Executive Session.

At 7:29 p.m., the City Council reconvened back into the workshop meeting.

ADJOURNMENT:

Mayor Felix adjourned the workshop at 7:29 p.m.

Mayor Felix opened the regular meeting at 7:30 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND STATE FLAG:

Councilman King offered the invocation and Councilman Watkins led the pledges.

MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS:

Councilwoman Howarth announced upcoming Library events.

Councilman Bickerstaff announced the fundraiser being done by 5 Loaves Food Pantry in coordination with North Texas Giving Day.

Mayor Pro Tem Adams thanked everyone who participated in and went to Public Safety Day.

Mayor Felix announced upcoming events including the Sachse Homecoming parade on September 25 and the X-treme Green event on September 28.

Councilman King thanked everyone involved with the North Pointe Church 15th anniversary event.

CITIZENS INPUT:

No comments were made.

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

- 1. Approve the minutes of the September 3, 2019, combined meeting.**
- 2. Approve a resolution amending the Master Fee Schedule by amending library fees and providing an effective date.**
- 3. Approve an ordinance repealing ordinance 3920 passed on May 6, 2019, in its entirety and amending the Code of Ordinances by amending Chapter 10 titled "Utilities" by**

amending Article 1 titled “In General” by amending Section 10-7 titled “Water Conservation and Drought Contingency and Water Emergency Response Plan” by renaming Section 10-7 “Water Conservation Plan” to adopt the “2019 City of Sachse Water Conservation Plan”.

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

REGULAR AGENDA ITEMS:

Mayor Felix recused himself from the dais.

Discuss and consider a recommendation from the Parks and Recreation Board to the City Council on the naming of the Sachse Community Center as the Michael J. Felix Community Center.

Mayor Pro Tem Adams introduced the item.

Mr. Whitworth provided a brief history and feedback from the Parks and Recreation Board regarding the naming of the Community Center. At the September 12, 2019 Parks and Recreation Board meeting, the board voted 3-2 in favor of naming the Community Center the Michael J. Felix Community Center. He also noted he received 11 emails that were in favor of the proposed request.

Councilman Franks commented on the remarks from the Parks and Recreation Board meeting regarding the concerns of a sitting Councilmember. He noted the time and dedication that has been put forth by Mayor Felix for over 20 years.

Councilwoman Howarth stated that she is philosophically opposed to naming a building after a sitting politician. However, she added that Mayor Felix is deserving and not against it otherwise.

Councilman King noted that Mayor Felix is qualified and deserving. His concern is that he is a current member of Council. He requested waiting until another meeting to make a final decision.

Councilman Bickerstaff stated he supports the request.

Councilman Watkins stated Mayor Felix has put time in and has sacrificed many things to serve the City over the years. He supports the request.

Mayor Pro Tem Adams stated he presented the letter of request to the Parks and Recreation Board as a citizen/resident. He noted that the City policy does not address a current sitting councilmember. Therefore, he supports the request.

Mayor Pro Tem Adams opened comments up to the public.

Tiry Williams, 3116 Lance Lane, stated he supports the request and appreciates the passion Mayor Felix has for the City.

Bobby Tillman, 6314 Ben Road, is in favor of the request. He noted Mayor Felix's passion for the City. He provided examples of other landmarks that have been named after people who were still living and/or serving that location.

Fernando Gutierrez, 7515 Summit View Lane, stated he is in favor of the request. He emphasized Mayor Felix's love of the City, years of community involvement, and how this teaches young individuals what they can accomplish with desire and dedication.

Drew Shubzda, 3331 Meadow Bluff, stated he is in favor of the request based on Mayor Felix's dedication of the City.

Mayor Pro Tem Adams noted that he received feedback from Dennis Veatch, former Sachse Police Chief supporting the request.

Councilman King thanked Mr. Tillman for providing the examples and that helped answer some of his questions.

Councilman Watkins made a motion to name the Community Center the Michael J. Felix Community Center. Councilman Franks seconded that motion. The motion passes with a 5-1 vote. Councilwoman Howarth voted against the request.

Councilwoman Howarth stated for the record that she voted no based on her philosophy regarding the matter, not because Mayor Felix is undeserving of the recognition.

Mayor Felix returned to the dais.

Consider an ordinance approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2019 Rate Review Mechanism filings.

Mrs. Savage stated the settlement rate that is recommended by the committee will, on average, increase the residential rate to \$2.05 on a monthly basis or 3.7 percent and increase to \$6.18 or 2.31 percent, on average, for commercial users. The rates will be effective October 1, 2019.

Councilman King made a motion to approve an ordinance approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2019 Rate Review Mechanism filings. Mayor Pro Tem Adams seconded that motion. The motion passes with a 6-0-1 vote. Councilman Watkins abstained.

Consider a resolution nominating candidate(s) for the Collin Central Appraisal District (CCAD) Board of Directors.

Councilman Watkins nominated Michelle Howarth for the Collin Central Appraisal District (CCAD) Board of Directors. Councilman Bickerstaff seconded that motion and the motion was unanimously approved.

Consider a resolution nominating candidate(s) for the Dallas Central Appraisal District (DCAD) Board of Directors.

Councilman Watkins nominated Brett Franks for the Dallas Central Appraisal District (DCAD) Board of Directors. Councilman King seconded that motion and the motion was unanimously approved.

Consider an ordinance authorizing certain budget amendments pertaining to the Fiscal Year 2018-2019 Budget.

Mrs. Savage stated the approved FY 2018-2019 budget included funding for several street maintenance projects with funding from multiple sources. The various asphalt projects and concrete projects were bid as single projects to achieve the most favorable unit pricing; however, the budgeted funding was not properly considered in allocating the purchase order to the correct fund. The completed projects in the Street Maintenance Tax Fund exceeded the current year budget and will require an additional appropriation. However, monies are available in that fund and the allocation will not have an adverse effect on the completion of projects in the upcoming budget year.

Councilman Bickerstaff made a motion to authorize certain budget amendments pertaining to the Fiscal Year 2018-2019 Budget. Councilman King seconded that motion and the motion was unanimously approved.

Consider an ordinance authorizing the issuance and sale of City of Sachse, Texas Limited Tax Note, Series 2019, levying an annual ad valorem tax and providing for the security for and payment of said note; engaging bond consultants, including engaging bond counsel on a contingency fee basis; providing an effective date; and enacting other provisions relating to the subject.

Jason Hughes, Hilltop Securities, presented an overview of this item. Mr. Hughes outlined the summary of bids. He emphasized that the two lowest bids were from First National Bank Texas and the differences between those bids. Mr. Hughes recommended that Council accept bid #2 from First National Bank Texas. Bid #2 has a six-year term, an interest rate of 1.7%, and a final par amount of \$2,070,000.

Councilman Bickerstaff asked Mr. Hughes if the bank was qualified. Mr. Hughes replied yes, the bank was qualified and noted that the terms of the bid are favorable and will save the City money.

Councilman King made a motion to accept bid # 2 from First National Bank Texas and approve an ordinance authorizing the issuance and sale of City of Sachse, Texas Limited Tax Note, Series 2019, levying an annual ad valorem tax and providing for the security for and payment of said note; engaging bond consultants, including engaging bond counsel on a contingency fee basis; providing an effective date; and enacting other provisions relating to the subject. Councilman Bickerstaff seconded that motion and the motion was unanimously approved.

Consider an ordinance approving and adopting the budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020.

Councilman Franks made a motion to approve and adopt the budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020. Councilman King seconded that motion and the motion was unanimously approved.

Ratify the property tax increase in the budget for Fiscal Year 2019-2020.

Councilman Franks made a motion to ratify the property tax increase in the budget for Fiscal Year 2019-2020. Councilman King seconded that motion and the motion was unanimously approved.

Consider an ordinance levying ad valorem taxes for the year 2019 (Fiscal Year 2019-2020) at a rate of \$0.72 per one hundred dollars (\$100) assessed valuation on all taxable property within the corporate limits of the City of Sachse as of January 1, 2019.

Councilman King made a motion that the property tax rate be increased by the adoption of a tax rate of \$0.72 per one hundred dollars assessed valuation, which is effectively a 5.56 percent increase in the tax rate and to adopt the ordinance as presented. Councilwoman Howarth seconded that motion and the motion was unanimously approved.

Consider an ordinance providing for the defeasance and redemption of a portion of the outstanding City of Sachse, Texas General Obligation Refunding and Improvement Bonds, Series 2009; and enacting other provisions relating to the subject.

Mr. Hughes with Hilltop Securities stated this item uses Debt Service funds to pay off \$1,010,000 in principal early. This will shorten the debt from current final maturity of 2034 to 2021, resulting in significant savings for the City.

Councilman Watkins made a motion to approve an ordinance providing for the defeasance and redemption of a portion of the outstanding City of Sachse, Texas General Obligation Refunding and Improvement Bonds, Series 2009; and enacting other provisions relating to the subject. Councilman King seconded that motion and the motion was unanimously approved.

EXECUTIVE SESSION:

No action taken on workshop item A4 (Pending Litigation).

ADJOURNMENT:

Mayor Felix adjourned the regular meeting at 8:32 p.m.

MIKE J. FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary



Agenda Item Details

Meeting	Oct 07, 2019 - Regular Combined City Council Meeting
Category	E. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	2. Approve a resolution authorizing the City Manager to negotiate and execute the terms and conditions of an agreement, by and between the City of Sachse and DataVox for the purchase and installation of video surveillance and access control equipment for the Sachse Community Center in an amount not to exceed eighty-five thousand dollars and zero cents (\$85,000.00).
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Capital Projects Fund
Recommended Action	Approve a resolution authorizing the City Manager to negotiate and execute the terms and conditions of an agreement, by and between the City of Sachse and DataVox, for the purchase and installation of video surveillance and access control equipment for the Sachse Community Center in an amount not to exceed eighty-five thousand dollars and zero cents (\$85,000.00).
Goals	Provide excellent government services to Sachse citizens. Provide a high quality of life environment for families, individuals, businesses, and other organizations in Sachse.

Public Content

BACKGROUND

The Sachse Community Center will need a security network system installed in order to provide staff the ability to monitor the safety of all patrons. DataVox submitted a bid for \$78,526.26. Staff has added in a contingency amount for any unexpected additions that may need to be included once installation has begun.

POLICY CONSIDERATIONS

DataVox is a registered vendor with The Interlocal Purchasing System (TIPS). TIPS is a national purchasing cooperative that offers access to competitively procured purchasing contracts and is managed by the Region 8 Education Service Center. TIPS (contract number 170306) has negotiated and entered into an agreement with DataVox for the purchase and installation of video surveillance and access control equipment for the Sachse Community Center, and by utilizing TIPS contract number 170306, the City has met all competitive bidding requirements.

RECOMMENDATION

Approve a resolution authorizing the City Manager to negotiate and execute the terms and conditions of an agreement, by and between the City of Sachse and DataVox, for the purchase and installation of video surveillance and access control equipment for the Sachse Community Center in an amount not to exceed eighty-five thousand dollars and zero cents (\$85,000.00).

[SecurityCameraProposal.pdf \(1,092 KB\)](#)[Resolution Surveillance Equipment.pdf \(12 KB\)](#)

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF AN AGREEMENT, BY AND BETWEEN THE CITY OF SACHSE AND DATAVOX FOR THE PURCHASE AND INSTALLATION OF VIDEO SURVEILLANCE AND ACCESS CONTROL EQUIPMENT FOR THE SACHSE COMMUNITY CENTER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sachse is a member of The Interlocal Purchasing System (TIPS), a national purchasing cooperative that offers access to competitively procured purchasing contracts and is managed by the Region 8 Education Service Center; and

WHEREAS, TIPS contract number 170306 has negotiated and entered to an agreement with DataVox for the purchase and installation of video surveillance and access control equipment for the Sachse Community Center by utilizing TIPS contract number 170306;

WHEREAS, through the utilization of TIPS contract number 170306, the City has met all required competitive bidding requirements; and

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

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

SECTION 1. The City Manager is authorized to execute an agreement with DataVox in an amount not to exceed \$85,000.00 for the purchase and installation of video surveillance and access control equipment for the Sachse Community Center.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the _____ day of _____, 2019.

CITY OF SACHSE, TEXAS

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

Physical Security Proposal

for

City of Sachse

3815 Sachse Road
Sachse, TX 75048

Physical Security Project - Blue Wave

Revision: 0

Last Modified: 9/11/2019

DataVox TDPS License #B16503

Account Manager

Alex Harris

System Design

Courtney Ferguson



THE INTERLOCAL PURCHASING SYSTEM

TIPS Contract Number: 170306

DataVox

6650 W. Sam Houston Pkwy S. | Houston, TX 77072 | 713-881-5300

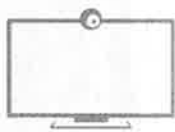
www.datavox.net



DataVox Summary

Since 1988, thousands of businesses have counted on DataVox to be their trusted advanced technology partner. With DataVox, your organization can enjoy the convenience of working with a single company to design, implement and maintain all aspects of their technology needs. From audio visual, to data center, cloud, network technology, network cabling, phone systems and physical security solutions. Our award-winning customer service team is here to assist your organization 24 hours a day, 7 days a week.

Products and Services



Audio Visual



Cisco Systems



Data Center
Technologies



IT Support &
Managed Services



Network
Cabling



Network
Technology



Phone
Systems



Physical
Security

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EXECUTIVE SUMMARY

Sachse: Video Surveillance		Installed Price
Video Surveillance Software, Licenses and Maintenance Agreement		\$4,544.59
Video Surveillance Cameras		\$15,190.09
Network Equipment		\$9,667.23
Security Cabling		\$7,319.06
DataVox Management Services		\$2,059.24
Total:		\$38,780.21
Sachse: Access Control		Installed Price
Access Control Software, Licenses and Maintenance Agreement		\$2,876.37
Access Control Hardware		\$28,697.41
Security Cabling		\$2,943.03
DataVox Management Services		\$2,829.24
Total:		\$37,346.05
Sachse: 1 Year Support		Installed Price
1 Year Block of Hours Support		\$2,400.00
Total:		\$2,400.00
Total Price (Excludes Sales Tax):		\$78,526.26

BILL OF MATERIALS

Video Surveillance Software, Licenses and Maintenance Agreement

This section describes the video surveillance software, licenses and maintenance agreement that are required for the security platform.

Sachse: Video Surveillance

- | | |
|---|---|
| 1 | BlueWave Security
BLUEWAVE SOFTWARE |
|---|---|

Video Surveillance Cameras

This section lists the video surveillance cameras that DataVox will provide and install for the Customer.

Sachse: Video Surveillance

- | | |
|----|---|
| 22 | BlueWave Security
Interior Dome -
H.264/MPEG4/MJPEG, 3.7mm, DWDR, Smart IR, SD
Card (SDXC), Alarm, Audio, Basic VCA (including
LDC,HLC), 12VDC/PoE |
| 4 | BlueWave Security
H.265 4MP Motorized
Vari-Focal Lens Vandal Dome Camera, MVF 2.8 ~
12mm, Hi-Stream, Basic VCA (Tampering, iVMD,
Intrusion) |
| 4 | BlueWave Security
Conduit Adaptor Ring for Vandal Dome,
Die Casting Aluminum |
| 1 | DataVox
Miscellaneous Consumables and Materials |

Access Control Software, Licenses and Maintenance Agreement

This section describes the access control software, licenses and maintenance agreement that are required for the access control platform.

Sachse: Access Control

- | | |
|---|---|
| 1 | BlueWave Security
BlueWave Professional Software with 10 door licenses. Includes web pages and
commissioning import utility. |
|---|---|

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Access Control Hardware

This section lists the access control items that DataVox will provide and install for the Customer.

Sachse: Access Control

- | | |
|----|---|
| 1 | Altronix
AL1024ULACMCB Misc Power Supplies w/fire relay board converts a 115VAC 60Hz input into eight (8) independently controlled 24VDC Fail-Safe and/or Fail-Secure outputs |
| 5 | BlueWave Security
26bit Wiegand ISO Photo Ready Card (20 pack) |
| 9 | BlueWave Security
Auxiliary relay- single |
| 9 | BlueWave Security
Door Ethernet Controller Kit, 1-Door, Cat 5/6, 12/24 Volt DC, With Power Supply |
| 9 | BlueWave Security
POE-SPL - POE Splitter 802.3af 15.4w |
| 9 | BlueWave Security
Proximity reader single gang |
| 1 | DataVox
Miscellaneous Consumables and Materials |
| 1 | Mier Products
20x24x5 Enclosure for Controller |
| 12 | Securitron
DPS for Metal Doors - Black |
| 9 | Securitron
Rex Motion Detector |

Network Equipment

This section lists the network equipment that DataVox is responsible for providing and installing.

Sachse: Video Surveillance

- | | |
|---|--|
| 1 | BlueWave Security
32-Channel NVR with Built-in PoE
Switch for 16 ports and 20TB. H.264, Built-In
Discovery, I/O, Full HD Display (VGA, HDMI) |
|---|--|

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- | | |
|---|---|
| 1 | Meraki
Meraki MS120-48FP Enterprise License and Support, 5 Year |
| 1 | Meraki
Meraki MS120-48FP 1G L2 Cld Managed 48x GigE 740W PoE Switch |

Security Cabling

This section describes the physical security cabling services that DataVox will provide and install.

- Cabling routed for horizontal cabling will be routed above the ceiling grid using j-hooks as the support system
- Cable pathway bundles will be supported with 1.25" j-hooks
- The main cable support pathway will be laid out parallel and perpendicular to major building lines and will follow main hallways where applicable
- The secondary cable support paths will be perpendicular to the main pathways
- Any firewalls penetrated for cabling purposes will be resealed with a proper fire rated sealant

Sachse: Video Surveillance

- | | |
|----|---|
| 1 | Panduit
Cat 6 48 Port Patch Panel |
| 1 | Panduit
Wire manager |
| 4 | Security Cat 6 Cable Run - Exterior Devices |
| 4 | DataVox
10' Cat 6 Patch Cable |
| 4 | DataVox
5' Cat 6 Patch Cable |
| 4 | DataVox
Miscellaneous Pathway Support and Cabling Material |
| 4 | General Cable
DataVox Security Cat 6 Cabling |
| 4 | Panduit
Cat 6 Modular Jack |
| 4 | Panduit
Cat 6 2 Port Surface Mount Box |
| 4 | Panduit
Wire manager |
| 22 | Security Cat 6 Cable Run- Interior Devices |
| 22 | DataVox
10' Cat 6 Patch Cable |
| 22 | DataVox
5' Cat 6 Patch Cable |

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- 22 DataVox
Miscellaneous Pathway Support and Cabling Material
- 22 General Cable
DataVox Security Cat 6 Cabling
- 22 Panduit
Cat 6 Modular Jack
- 22 Panduit
Cat 6 2 Port Surface Mount Box

Sachse: Access Control

- 2250 **DataVox**
DataVox Composite Cable
- 1 **DataVox**
Miscellaneous Cables, Connectors, and Hardware

1 Year Block of Hours Support

Sachse: 1 Year Support

- 1 **DataVox**
Security Services and Support Agreement: 16 Hours
(Includes a block of hours which gives guaranteed response times (SLA's). This block of hours agreement will be billed upfront and can be used for:
 - Updating current software to the latest version
 - Cleaning of cameras
 - Service Related Calls

DataVox Management Services

General project oversight including Project Management, Engineering, Training, and Documentation labor as describe in this proposal.

Sachse: Video Surveillance

- 1 **DataVox Installation**
 - 1 DataVox
Miscellaneous Consumables and Materials
 - 1 DataVox
Project Management - Planning, Scheduling, Order Processing, Construction Meetings and Wrap Up.
 - 1 DataVox
Commissioning Services, Testing and Tuning

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- 1 DataVox
Design and Engineering Services, CAD Drawings, One-Lines and As-Built
Documentation Creation.

Sachse: Access Control

- 1 **DataVox Installation**
 - 1 DataVox
Miscellaneous Consumables and Materials
 - 1 DataVox
Project Management - Planning, Scheduling, Order Processing, Construction
Meetings and Wrap Up.
 - 1 DataVox
Commissioning Services, Testing and Tuning
 - 1 DataVox
Design and Engineering Services, CAD Drawings, One-Lines and As-Built
Documentation Creation.

SCOPE OF WORK

Permitting

Access control permitting is not included in this scope of work. DataVox will assist with the permit procedure. All costs and labor associated with the permitting process will be billed to the Customer at cost.

IMPORTANT:

- The Access Control permit will be filed with the city or county as a separate standalone permit. The Access Control permit will not be part of the Certificate of Occupancy permit.
- Intrusion permit will need to be submitted, paid and filed by customer at local jurisdiction prior to activating alarm system.
- If the design of the access control is altered by the Customer, other trades may also be affected. This will affect the permitting process and additional fees will be applied.
- If any changes are made to the original design by the Customer, additional design and permitting fees will apply.
- DataVox is not responsible for failing lock inspection due to the Customer-provided fire panel and exit signs not functioning or designed correctly. Additional fees will be billed back to the Customer.
- Permitting fees and inspections are based on work being performed during normal working hours (Monday through Friday between 7:00AM and 3:30PM. Additional costs may apply if after hours permitting and inspection are required.
- After plans are submitted to the city or county, no changes can be made. The Customer will be billed additional fees for any customer design changes in architecture plans.
- The Customer will provide CAD lighting plans of the building prior to installation.
 - **IMPORTANT:** If the CAD lighting plans are not provided, an additional design fee will be billed.
- The Customer will provide building permit number and all locations of fire pulls, STI stoppers, exit signs, and sprinklers.
- The project plan will not be provided until DataVox receives the above-mentioned CAD drawings
- The Customer will provide a copy of the certificate of occupancy number, if applicable

Customer's initials indicate understanding and acceptance of permitting requirements.

_____ Initial

DataVox Assumptions

- Staging of all project equipment will be done at the DataVox facility
- Doors at the Customer's facility will be in reasonable repair and good operating conditions
- The Customer will provide IP range for cameras and card readers prior to installation, including subnet and default gateway
- Any changes in the design or scope of work may result in a charge in the initial quote for the cost of the project
- DataVox is not responsible for existing equipment unless it is stated in the scope of work
- If required, DataVox will be given remote VPN access to the Customer's network during the course of completing this scope of work
- If required, DataVox will be given administrative access to the Customer's network while onsite from a DataVox provided laptop
- DataVox is not responsible for demo of third-party equipment
- Customer will open the necessary ports on their firewall for mobility applications
- Proposal is based on latest DataVox security drawing 09.11.19

Customer's initials indicate understanding and acceptance of these assumptions.

_____ Initial

Testing

DataVox will verify full functionality of all security systems that are installed by DataVox.

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Out of Scope Services

This section lists the services and/or items that are out of scope per this scope of work.

Access Control

- Mag locks and electrified hardware equipment and installation
- PIR motion sensors
- Pneumatic push buttons
- Signage for push to exit
- All gate hardware, such as pedestal, gate controller, and any conduit that may be needed
- Conduit for all access-controlled devices on designated doors
- Firepulls, STI stoppers and exit signs.
- Doors at the customer's facility will be in reasonable repair and good operating conditions
 - **IMPORTANT:** DataVox is not responsible for manufacturer defects for equipment not provided by DataVox. Any existing door hardware found to be inoperable will result in a change order, if applicable

Electrified Hardware Provided by Others

- If electrified hardware is to be provided by others, then it is the responsibility of the company to provide and install all device. This includes; Power supplies, electrified locks, crash bars, maglocks
- All cabling for electrified locks must be roughed-in and terminated above each door opening.
- Testing of all electrified devices must be completed
- All cabling for customer-provided electrified hardware will be routed from the power supply to electrified lock. Any cabling found inoperable will result in change orders

Security Cameras

- All exterior cameras will be mounted at a height of 12 to 14 feet from the ground unless otherwise specified by the Customer and included in this Scope of Work
- Exact camera locations determined by pre-routed conduit locations, any changes will require new conduit provided by others
- All cameras will be within 300 feet of a network IDF/switch when running category 6 cable segments

Network Equipment

- Rack and wall space for physical security equipment
- Centralized power and network connectivity provided by others
- Patch panels and wire managers
- UPS/-backup battery

Conduit

- All conduit work, coring, boring back boxes, pull strings, and sleeves for all security devices will be provided by others
- All conduit pipe and 4x4 box to every man and roll-up door will be provided by others
 - All exterior conduit must be verified during installation process and cannot necessarily be deemed usable during the site survey or sales process. If conduit is proved to be inefficient (i.e. rotten, crushed or too small for additional cable runs), it will result in a change order

Scissor Lift

- Customer will provide scissor and/or boom lift and fuel costs for duration of project. Lift must be easily accessible for the duration of the project. If the Customer is unable to provide a scissor or boom lift, DataVox will provide the appropriate lift and bill back the cost of the lift to the Customer

Standard

- Customer will provide space for onsite storage of tools, equipment, and materials for the duration of the project at no cost
- Customer is responsible for the security of project material and equipment that has been delivered and/or installed on the

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customer's premise

- Anti-Virus software will not be installed on any server provided by DataVox and is the responsibility of the Customer
- Customer will provide DataVox with the appropriate requirements and prints
- Pay a 25% restocking fee on all returnable items
 - Note: Special ordered items are not refundable
- Demo of existing equipment is outside of this scope of work
- Customer will provide installation personnel with access keys or escorts for DataVox to perform the service in a timely and cost-effective manner
- An appointed representative, to act as a single point of contact for the DataVox onsite foreman or personnel, is required. The customer designee will have the authority to execute written change orders upon an agreement of both parties.
- Manufacturer defects for equipment not provided by DataVox are outside of this Scope of Work
- Activation of any non-standard devices that need to operate with access control are not included. This may include but is not limited to, key switches, strobes, and sirens

BASELINE RESPONSIBILITIES

DataVox Responsibilities

This section lists DataVox's responsibilities for this Physical Security proposal.

- Install all equipment according to manufacturers' specifications, national and local building codes and regulations, and will be in conformity with good engineering practices.
- All equipment will be installed with provisions for the safety of the operator in accordance with the Americans with Disability Act (ADA) guidelines.
- All DataVox staff will dress in a professional manner displaying the DataVox logo, properly using any required Personal Safety Equipment. They will conduct themselves in a professional, courteous and respectful manner to all others present.
- Will maintain a clean working environment, storing tools and equipment when not in use and discarding refuse as often as reasonably possible.
- While DataVox cannot take responsibility for furniture or Customer furnished equipment in the workspace, DataVox will take reasonable precautions to protect all Customer furnished equipment, floors, walls, ceiling tiles, windows and window coverings, and furniture and other surfaces from damage, staining or unreasonable breakage while on site.
- Will appoint a Project Manager (PM) and/or Lead Technician (LT) to oversee the installation. During system implementation, please direct all communications through this designated contact.
- PM or LT will coordinate with other trades to facilitate and expedite project progress. Will inform the Customer of any contractor interference or potential delays which could impede implementation of the Physical Security system, thereby helping to avoid any additional charges.
- Will provide written documentation of any Change Orders (CO) for work requested by the Customer which deviates from the original, approved Proposal and Scope of Works. CO's will be billed at our published labor rates plus materials, shipping, handling, restocking and other charges imposed by suppliers.
- Provide all necessary parts and labor required for complete programming of the physical security solution
- A DataVox engineer will meet with the Customer team to review the necessary programming requirements prior to installation.
- DataVox will only install and configure DataVox provided equipment.
- Provide one-time administrator training.
- Provide the Customer with a 90 day parts and labor warranty, excluding Customer-provided equipment and existing cabling.

Customer Responsibilities

This section lists the Customer responsibilities for this Physical Security proposal.

- Sign off on this Scope of Work prior to installation of equipment.
- Will not require work that is in conflict with any existing agreements with other trades or labor unions.
- Provide space for receipt of project equipment at installation sites.
- Security of project material and equipment, after it is delivered and installed on the customers' premises becomes the responsibility of the customer.
- Provide adequate workspace for the DataVox project team while they are onsite at the Customer's facility.
- Customer will provide DataVox personnel with access, keys, and/or escorts to perform the work in a timely and cost-effective manner. Any delays in the progress of the work will be billed back to the Customer.
- Appoint a representative to act as a single point of contact for the DataVox onsite foreman or personnel. The Customer representative will have the authority to execute written change-orders upon mutual agreement of both parties.
- IMPORTANT: Miscellaneous items may be required for completion during project execution which DataVox or the customer did not foresee (for example, copper or fiber patch cables, power cords, and optics.) If miscellaneous items are required beyond what is included in the bill of materials, these items will be provided by the customer or the items can be purchased from DataVox following the standard change management process.

PROJECT PRICING SUMMARY

Total Installation Price:

\$78,526.26

Grand Total:**\$78,526.26**

Note: Price is valid for 30 days from 9/11/2019

PURCHASE OPTIONS

☐ **Cash Purchase Terms of Payment:**

Billing Milestones	Percent Due	Amount Due
Due on Signature	40.00 %	\$31,410.50
Progress Payments	55.00 %	\$43,189.44
Final Payment- Due on Project Completion	5.00 %	\$3,926.32
Total Payments (Excluding Sales Tax):	100 %	\$78,526.26

Technology Payment :
☐ 36 Month Lease (FMV):

* Payment per month \$2,542.99

* Deposit (2) months \$5,085.99

* Payment Excludes Sales Tax

☐ 60 Month Lease (FMV):

* Payment per month \$1,673.16

* Deposit (2) months \$3,346.32

* Payment Excludes Sales Tax

Support Service Agreement :

Description	Annual Charge
Essential Support Service Agreement (First Year Included)	16 Hours \$2,400.00

(Includes a block of hours which gives guaranteed response times (SLA's). This block of hours agreement will be billed upfront and can be used for:

- Updating current software to the latest version
- Cleaning of cameras
- Service Related Calls
- Preventative Maintenance
- End-User Knowledge Transfer and many other Physical Security related services

The Block of Hours contract expires at the end of the first year and will be automatically renewed the following year.

For additional information and contract terms regarding Essential support, refer to attached Support Service Agreement

NOTE: The price assumes that all work will be completed during normal business hours, Monday through Friday between 7:00am and 3:30pm. Work requested by the Customer outside normal business hours will incur additional fees. Initial

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ACCEPTANCE OF PROPOSAL

When (but only when) signed by buyer and an authorized representative of DataVox this shall be a binding, legal contract.

The prices, specifications, and conditions in this proposal are satisfactory, and are hereby accepted in their entirety. Buyer hereby agrees to purchase the Equipment and authorizes DataVox to do the work, and provide the materials specified, and payment will be made as outlined above. The price quoted in this Physical Security Proposal is based upon the Equipment included in this Physical Security Proposal. Any changes in the Equipment or installation may result in a change in the price. Any such change must be in writing, signed by all parties.

DataVox reserves the right to modify payment terms at any time based on a review of the Customer's credit.

THIS AGREEMENT, WHEN SIGNED BY BOTH PARTIES (BELOW), SHALL BE GOVERNED BY THE DATAVOX STANDARD TERMS AND CONDITIONS. THERE ARE NO OTHER AGREEMENTS, OR WARRANTIES, ORAL OR WRITTEN, EXCEPT AS EXPRESSLY STATED IN THIS PHYSICAL SECURITY PROPOSAL. THIS AGREEMENT CANNOT BE MODIFIED EXCEPT IN WRITING SIGNED BY BOTH PARTIES.

Buyer acknowledges having read and understood all of the terms and conditions printed in this Physical Security Proposal and acknowledges receipt of a complete executed copy of this Agreement. Buyer understands and agrees that this Physical Security Proposal and all of the terms and conditions hereof shall be a binding, enforceable contract when signed by Buyer and by an authorized representative of DataVox.

Approval Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Proposal to be duly executed.

DataVox, Inc.

City of Sachse

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

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TERMS AND CONDITIONS

TIPS for Vendors Technology Solutions, Products and Services Agreement

1. General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TISP by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

2. Definitions

- **PURCHASE ORDER:** is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

3. Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

4. Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

5. Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

6. Agreements

- **All Agreements and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.
- **Agreements for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.
- **Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

7. Tax Exempt Status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4)

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the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

8. Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

9. Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that

might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

10. Renewal of Agreements

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

11. Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS member for any renewal period. The purpose of this clause is to avoid a TIPS member inadvertently renewing an Agreement during a period in which the governing body of the TIPS member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

12. Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

13. Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

14. Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

15. Pricing

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing TIPS Members and the pricing shall remain so throughout the duration of the Agreement. The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase. All pricing submitted to TIPS shall include the participation fee, as provided in the

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solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

16. Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tipsusa.com or call (866) 839-8477 if you have questions about paying fees.

17. Indemnity

1. **Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees.
2. **Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement.

18. Attorney's Fees-Texas Local Government Code § 271.159 is expressly referenced

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

9. Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring the RFP's specified percentage or above will be considered for an award. Categories are established at the discretion of TIPS.

20. State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

21. Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

22. Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 48 hours of receipt of order.

23. Termination for Convenience

TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200.

24. TIPS Member Purchasing Procedures

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Purchase orders or their equal are issued by participating TIPS member to the awarded vendor

indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

25. Form of Agreement

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

26. Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

27. Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

28. Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition. Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements. Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present.

Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

29. Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

30. Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating: "Per TIPS Agreement". The shipment tracking number or pertinent information for verification shall be made available upon request.

31. Supplemental Agreements

The entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements,

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specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

32. Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and TIPS Member under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Agreement.

33. Legal Obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

34. Audit Rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

35. Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

36. Services

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order or Agreement.

37. Scopes of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO and/or an Agreement with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

38. Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

39. Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site

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cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

40. Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

41. Incorporation of Solicitation

The TIPS Request for Proposals or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

Vendor Supplemental Agreement

42. Changes

The TIPS Member may, by written notice to Vendor, make changes within the general scope of this SOW, in any one or more of the following: (a) drawings, designs, or specifications; (b) project schedule, or (c) scope of services. Within 24 hours of receipt of request for change, Vendor will respond in writing indicating any increase in cost of or time required for performance of the SOW. No changes will be performed until the TIPS Member confirms that they accept cost or time changes.

Should any such changes increase the cost of or the time required for the performance of this SOW, an equitable adjustment may be requested by Vendor in the price, project schedule or both. Every claim must be accompanied by a detailed estimate of charges for materials, services, or both. Nothing contained in this section shall relieve Vendor from proceeding without delay in the performance of the services as changed. Any change to this SOW shall be made by written amendment signed by both parties.

Changes that will impact the scheduling of project resources must be submitted to Vendor at least two (2) weeks prior to the scheduled event. Failure to provide timely notification of a change in schedule that will cause a rescheduling of project resources WILL incur additional charges (For example, if a TIPS Member cancels a scheduled Vendor project activity less than two (2) weeks before the scheduled event, the TIPS Member will be billed at the prevailing rate for the time the Vendor resources were scheduled to perform the activities.)

43. Work Hours

Vendor has priced the professional service proposal assuming that all work will be done during normal business hours which Vendor defines as Monday through Friday, 8:00am to 5:00pm, excluding holidays. The go live activity is the only activity in which Vendor will work after business hours. This project milestone activity can be scheduled outside of normal business hours Monday through Friday, excluding holidays. The start time for the go live activity can be scheduled to start no later than 7:00pm. Any request to perform the system go live or any other activity outside of normal business hours is considered outside the scope of work and will result in additional project costs. Scheduling and availability of resources outside of normal business hours is not guaranteed unless the Project Manager/Coordinator has approved it.



Agenda Item Details

Meeting	Oct 07, 2019 - Regular Combined City Council Meeting
Category	E. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	3. Approve a resolution authorizing the City Manager to negotiate and execute the terms and conditions of an agreement, by and between the City of Sachse and Visionality-Designs That Compute (DTC) for the purchase and installation of audio-visual equipment for the Sachse Community Center in an amount not to exceed one hundred and ten thousand dollars and zero cents (\$110,000.00).
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Capital Projects Fund
Recommended Action	Approve a resolution authorizing the City Manager to negotiate and execute the terms and conditions of an agreement, by and between the City of Sachse and Visionality-Designs That Compute (DTC) for the purchase and installation of audio-visual equipment for the Sachse Community Center in an amount not to exceed one hundred and ten thousand dollars and zero cents (\$110,000.00).
Goals	Provide a high quality of life environment for families, individuals, businesses, and other organizations in Sachse. Provide excellent government services to Sachse citizens.

Public Content

BACKGROUND

The Sachse Community Center will need to have audio and video equipment and services in order to provide programming opportunities for guests as well as to communicate over an intercom system to patrons. Visionality-DTC is the City's current provider of audio/video services in the City Hall Council Chambers. Visionality-DTC submitted a bid for \$102,781.91. Staff has added in a contingency for any unexpected additions that may need to be included once installation has begun.

POLICY CONSIDERATIONS

Visionality-DTC is a registered vendor with the Texas Department of Information Resources (DIR), a state-operated cooperative purchasing coalition for the acquisition of technology. DIR-TSO-3889 and DIR-TSO-4025 has negotiated and entered into an agreement with Visionality-DTC for the purchase and installation of audio-visual equipment and, by utilizing DIR-TSO 3889 and DIR-TSO-4025, the City has met all required competitive bidding requirements.

RECOMMENDATION

Approve a resolution authorizing the City Manager to negotiate and execute the terms and conditions of an agreement, by and between the City of Sachse and Visionality-Designs That Compute (DTC) for the purchase and installation of audio-visual equipment for the Sachse Community Center in an amount not to exceed one hundred and ten thousand dollars and zero cents (\$110,000.00).

[AV Equipment Proposal.pdf \(2,753 KB\)](#)[Resolution AV Equipment.pdf \(12 KB\)](#)

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE TERMS AND CONDITIONS OF AN AGREEMENT, BY AND BETWEEN THE CITY OF SACHSE AND VISIONALITY-DESIGNS THAT COMPUTE (DTC) FOR THE PURCHASE AND INSTALLATION OF AUDIO-VISUAL EQUIPMENT FOR THE SACHSE COMMUNITY CENTER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sachse is a member of the Texas Department of Information Resources (DIR), a state-operated cooperative purchasing coalition for the acquisition of technology; and

WHEREAS, DIR-TSO 3889 and DIR-TSO 4025 has negotiated and entered to an agreement with Visionality-DTC for the purchase and installation of audio-visual equipment for the Sachse Community Center by utilizing DIR-TSO 3889 and DIR-TSO 4025;

WHEREAS, through the utilization of DIR-TSO-3889 and DIR-TSO 4025, the City has met all required competitive bidding requirements; and

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

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

SECTION 1. The City Manager is authorized to execute an agreement with Visionality-DTC in an amount not to exceed \$110,000.00 for the purchase and installation of audio-visual equipment for the Sachse Community Center.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the _____ day of _____, 2019.

CITY OF SACHSE, TEXAS

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

City of Sachse Rec Center AV System (QSC)

9/5/2019



VISIONALITY

DESIGNS THAT COMPUTE
1778 N. PLANO RD #211B
RICHARDSON, TX 75081

Prepared for:

Sachse, City of

Richard Barnett

Operations Manager

richard@visionality.com

(214) 276-0124



DIR-TSO-3889
DIR-TSO-4025
TIPS #171001

THIS QUOTE IS VALID FOR 30 DAYS

THANK YOU FOR ALLOWING VISONALTY TO SUBMIT THIS PROPOSAL

Visionality has over a quarter century of experience as a provider and integrator of audiovisual systems for business, education, government and healthcare. We take the time to consult with each customer to ensure that we are designing and implementing a custom solution to meet their needs. We also provide support and training to ensure that the systems are working properly, and the staff understands how to get the most out of them.

We carry all the major manufacturers including Cisco, Polycom, LifeSize, Crestron, Extron, AMX, Vidyo and many more. We can also recommend all of the ancillary systems and equipment necessary to achieve the level of telepresence needed to meet the needs and budget of our customers, such as displays, projectors, screens, furniture, etc.

We take our customers needs seriously. We have tried to capture your needs in this proposal and turn those needs into a working system. If you have any questions or need changes more closely meet your needs, We are always here to serve you.

A handwritten signature in black ink that reads "Howard Barnett". The signature is written in a cursive, flowing style.

Howard Barnett, President Visionality

STATEMENT OF CONFIDENTIALITY

This proposal is the work product of Visionality - Designs That Compute (DTC), and as a result remains the property of Visionality-DTC. This proposal has been given to **Sachse, City of** for the express interest of offering products and services to **Sachse, City of**. The particulars of this proposal must remain confidential between the personnel of **Sachse, City of** and Visionality-DTC. This proposal may not be offered to others without the express written consent of Visionality-DTC.

CORPORATE MISSION

Visionality partners with its customers. Our goal is to enable a communication between the customer and DTC to enhance the relationship and produce a result which meets or exceeds the needs of our customers.

Visionality was founded in 1985 and has been at the forefront of technological development. We are an Audio Visual integrator with an emphasis on video communications. Visionality has aligned with the leading manufacturers in the industry, enabling us to provide our customers the latest advancements in the industry at competitive prices. Visionality primarily focuses on its customer's needs. We work closely with our customers to examine the particular need of each customer and then design the best possible solution for their application.

OUR VALUE PROPOSITION:

VISONALITY OFFERS A UNIQUE SET OF SKILLS

LONGEVITY

Visionality was incorporated in 1985. We are seasoned providers and integrators of audiovisual technology with hundreds of customers.

DIVERSITY OF PRODUCTS

We offer numerous products that can provide unique value to our customers. We have a great understanding of the needs of Sachse, City of. This allows us to contribute in a meaningful way to the overall design in this proposal.

CONVERGENCE OF A/V AND IT

Visionality knows that the converged AV/IT world is here to stay. We understand network philosophies, infrastructure, and enterprise-based IT. We know how to intelligently discuss IT AV requirements, concerns, and deployment with your IT staff.

INTEGRATION CAPABILITIES

We are an Infocomm certified provider, which means our personnel have passed certification tests in audio visual systems. Further, our personnel hold certifications in many Audio Visual manufacturers' equipment.

HISTORICALLY UNDERUTILIZED BUSINESS

We are a women-owned business in the state of Texas.

CUSTOMER SERVICE

We excel at customer service and have programs in place to service our customers at all levels. We have many customers, some in the fortune 500 which use our tech support resources to assure that they have support for their existing equipment. Once your equipment is installed, we will provide the level of service that best meets your needs. Whether you require onsite support, phone support, remote diagnostics, or preventative maintenance, our tech support department will take care of you.

OUR PROCESS

FROM DESIGN TO IMPLEMENTATION, TRAINING, & SERVICE



CONSULTATION

Visionality believes that each customer is unique, and therefore each design should be unique. For this reason, Visionality conducts a thorough consultation with each customer to ensure that we understand their individual needs and the layout and unique properties of the location in which the audiovisual technology will be used.



DESIGN

Armed with the knowledge of the customer's needs and the environment in which it will be used, Visionality will create a tailored design that will allow for the optimal use of the technology. Our experienced designers hold manufacturer certifications and are Certified Technology Specialists, a prestigious industry designation.



IMPLEMENTATION AND PROGRAMMING

Once the design has received customer approval, our well-trained implementation team will make the design a reality. They will ensure that all of the equipment is installed according to the design specifications. Our programmers will make sure that the software works properly and to the customer's satisfaction.



TRAINING

Training is a very important component to the success of a project, and Visionality will ensure that the customer has the proper training needed to get the most out of their new equipment and software. We will answer any questions, and provide documentation and training guides when necessary.



SERVICE

Once your equipment is installed, we will provide the level of service that best meets your needs. Whether you require onsite support, phone support, remote diagnostics, or preventative maintenance, our tech support department will take care of you.

Awards and Major Contracts:

	Fastest Growing Companies in Collin County	2005 2006 2007
	Trained to Infocomm Emerald Standards	Since 2009
	Integration Member	Since 2004
	Multiple Contracts State Contract Holder	Since 2005
	Multiple Contracts Contract Holder	Since 2007

Visionality is a HUB with the state of Texas CISV 752151015

Vendor # 74449



VISIONALITY

1778 N. PLANO RD #211B

RICHARDSON, TX 75081

RAB030419N-03

QUOTES@VISIONALITY.COM

(214) 276-0124

References

Why Visionality ?

	The University of Texas at Arlington UTA is one of our largest customers for whom we have installed numerous custom distance learning rooms as well as network infrastructure equipment. They are long-time clients and we are honored to serve them.	Crystal Livingston The University of Texas at Arlington 817-272-2068 crystal@uta.edu
	Texas A&M Central Texas. Visionality began its relationship in 2015 with helping them develop their standards for classrooms and conference rooms. We have updated their entire campus, and are now implementing the AV technology in their new building.	Scott Chambless Associate Director of Academic Technology Services 254-501-5867 schambless65@tamuct.edu
	Blinn College Visionality has served Blinn College for 7 years, providing distance education endpoints to several of their campuses. Recently we have moved or upgraded eight education rooms with high definition.	Michael Welch Dean Academic Technology Services Blinn College 902 College Ave Brenham, TX 77833 979 209-7403 mwelch@blinn.edu

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Statement of Work

This proposal responds with solutions delivering audio-visual systems for the City of Sachse's new Recreation Center.

Customer Request:

Details elicited from discussion between Visionality sales staff and customer shows the following needs:

1. Overall building:
 - a. Front desk:
 - i. 10" tabletop-mounted control panel to manage building audio routing, overall functions.
 - ii. 1 input for center-wide music routing from an OFE source.
 - iii. 1 PTT tabletop-placed gooseneck microphone for zoned announcements.
 - b. General Audio:
 - i. Front desk input can be routed to any space's audio output, except conference room.
 - ii. Front desk PTT microphone can be routed to any selected, or all zones throughout center for announcements.
 - iii. Ceiling-mounted speakers, for general background audio/music and announcements:
 1. Main hallway.
 2. Lobby, 2nd floor.
 3. Meeting space/lobby 1st floor (when not in-use as meeting space).
 4. Bathrooms.
 - c. Microphone audio:
 - i. Provide 4 floating wireless handheld/lavalier microphone kits with may be assigned to:
 1. Room 105, Gym.
 2. Either of the classroom groups, 205-206/211-212.
 3. The exercise rooms, 214N-214S.
 - d. Digital signage:
 - i. 2 large-format LED/LCD displays at areas notated within drawings provide by GC.
 - ii. Meeting space/lobby large-format display to show digital signage when not in-use.
 - iii. Use Brightsign digital signage system, which Sachse personnel are already familiar with.
2. 1st Floor:
 - a. Room 105:
 - i. Multipurpose space, serving as both a meeting space, and general lobby for floor:
 1. Provide 1 75" display, with HDMI input.
 - a. Control via a simple, small-format easy-to-use touchpanel mounted adjacent to display.
 2. Provide 1 digital signage player to show on display when not in meeting-mode.
 3. Audio covering room, with background music playing when not in-use.
 - b. Room 110 (Gym):
 - i. Gymnasium/multipurpose space, with assignable microphones from shared microphone kit system.
 - ii. Provide 1 wallplate input with 3.5mm and Bluetooth connectivity, as well as XLR at control pad location.
 - iii. Provide 3 additional XLR input wallplates at locations identified in GC drawing package.
 - iv. Control via a simple, small-format easy-to-use touchpanel at doorway input location.
 - v. Audio delivered via pendant-mounted audio covering space that minimizes typical acoustic anomalies encountered in hard-surface areas.
 - c. Classrooms 205-206:
 - i. Divisible multipurpose space, with audio muted in 206 when divided.
 - ii. 1 ~85" display, with HDMI input wallplate below display.
 1. Control via a simple, small-format easy-to-use touchpanel mounted adjacent to display.

- iii. Audio covering room, with microphones routable to space, should need arise.
 - 1. Audio zoned as 205 and 206 separately, so that when divided, 206's speakers are inactive.
- d. Classrooms 211-212:
 - i. Divisible multipurpose space, with audio muted in 211 when divided.
 - ii. 1 ~85" display, with HDMI input wallplate below display.
 - 1. Control via a simple, small-format easy-to-use touchpanel mounted adjacent to display.
 - iii. Audio covering room, with microphones routable to space, should need arise.
 - 1. Audio zoned as 211 and 212 separately, so that when divided, 211's speakers are inactive.
- e. Exercise Rooms 214N-214S:
 - i. Divisible multipurpose space, with standalone audio inputs when divided.
 - ii. Room 214S:
 - 1. Provide 1 wallplate input with 3.5mm and Bluetooth connectivity.
 - 2. Control via a simple, small-format easy-to-use touchpanel mounted adjacent to input.
 - 3. Audio covering room, with microphones routable to space for exercise classes.
 - a. When combined, room 214 operates as slave, when divided, room 214 operates standalone.
 - iii. Room 214N:
 - 1. Master room when combined.
 - 2. 1 Laser projector, with large-format automated electric screen for video display.
 - a. 1 HDMI input mounted below control panel/audio input plate.
 - b. 1 HDMI input for an OFE WellBeats interactive system.
 - 3. Provide 1 wallplate input with 3.5mm and Bluetooth connectivity.
 - 4. Control via a simple, small-format easy-to-use touchpanel mounted adjacent to input.
 - 5. Audio covering room, with microphones routable to space for exercise classes or presentations.
 - a. When combined, room 215 operates as master, when divided, room 215 operates standalone.
- f. Conference Room 216:
 - i. 1 65" display with tabletop HDMI input.
 - ii. Audio via 1 wall-mounted soundbar appropriately sized for room.
 - iii. Control via a simple, small-format easy-to-use touchpanel mounted adjacent to input.
- g. Central Rack:
 - i. Provide a 40RU rack, to be placed in storage room, and for networking team to use up to 8 RU of space for building network equipment.

Description of the project for N-03 Quote:

The project consists of following solutions for the Recreation Center's AV Installation:

Project Main System: Project utilizes a centralized control and audio system to minimize costs, and allow sharing and assignment of microphones within individual spaces, to minimize costs. Equipment to be installed in a full height 40U rack in Storage Room 215, which provides a pristine central cable access point for both floors. For center-wide communications, the front desk houses 1 3.5mm audio input with a built-in Bluetooth receiver for personnel to play OFE background music sources in zones of their choosing; also an announcement microphone (gooseneck microphone with LED light ring indicator showing when mic is muted or open and sending announcements) sits at the front desk for zoned announcements (zones can be selected from the touchpanel as individual spaces, all general spaces, all the way up to center-wide announcements). A 10" touchpanel allows control for these audio functions, audio routing/announcements, wireless microphone assignment to spaces, and center-wide on/off functions. Lastly, 4-system wireless microphone set serves both handheld or lavalier needs. Handhelds and lavaliers are per-channel (only 1 handheld OR lavalier can be used at

a time per channel), and will be color-coded to avoid conflicts and confusion. 2 headword mics are provided, along with 4 lapel mics, for use in exercise spaces to aid in the hands-free needs of such classes. Microphones come with rechargeable battery kits and docking charging stations for storage when not in-use, making this system pickup-and-go setup, where all microphones “just work” when removed from the charging station.

Room 105 (Lounge): A 75” wall-mounted display serves as the primary video output for this space with a custom HDMI wallplate placed either directly below or adjacent to the display; when not in-use current digital signage, over a Brightsign media player, will show assigned content for this room. 4 in-tile ceiling-mounted speakers provide audio for space, which can be local source from the HDMI plate when room used as a presentation system, or audio routed from the front desk’s input when not in-use. 15” portrait-mounted touchpanel provides simple room on/off and volume control, as well as wireless microphone choice for audio reinforcement within room (if desired); system runs off of macros that are designed to return the room to the known-good configuration at each startup, avoiding changes compounding from previous uses.

Room 110 (Gym): Gym operates as an audio-only space, with 1 3.5mm audio input with Bluetooth features/XLR input at the room’s main input plate/5” touchpanel control location. Room holds 24 pendant-mounted speakers acoustically tuned for a gym environment to aid with speech and audio intelligibility as much as can be managed in an all-hard-surface space; with an additional 3 XLR input wallplates for other inputs as notated in the GC’s drawings. The center-wide microphones are routable to this space, as is the front-desk audio, with 15” portrait-mounted touchpanel that provides simple room on/off, volume control, source selection/front-desk audio mute, as well as wireless microphone choice for audio reinforcement within room (if desired); system runs off of macros that are designed to return the room to the known-good configuration at each startup, avoiding changes compounding from previous uses.

Rooms 205-206 (Combinable Classrooms): An 86” wall-mounted display (in room 205, the primary room) serves as the primary video output for this space with a custom HDMI wallplate placed either directly below or adjacent to the display. 6 in-tile ceiling-mounted speakers provide audio for space, which can be local source from the HDMI plate when room used as a presentation system, or audio routed from the front desk’s input when not in-use. 206 houses an additional 6 in-tile ceiling-mounted speakers that will function with 205 when the rooms are combined, and will be muted when the rooms are separated. 15” portrait-mounted touchpanel provides simple room on/off and volume control, combine/divide selection, as well as wireless microphone choice for audio reinforcement within room (if desired); system runs off of macros that are designed to return the room to the known-good configuration at each startup, avoiding changes compounding from previous uses.

Rooms 211-212 (Combinable Classrooms): An 86” wall-mounted display (in room 212, the primary room) serves as the primary video output for this space with a custom HDMI wallplate placed either directly below or adjacent to the display. 6 in-tile ceiling-mounted speakers provide audio for space, which can be local source from the HDMI plate when room used as a presentation system, or audio routed from the front desk’s input when not in-use. 211 houses an additional 6 in-tile ceiling-mounted speakers that will function with 212 when the rooms are combined, and will be muted when the rooms are separated. 15” portrait-mounted touchpanel provides simple room on/off and volume control, combine/divide selection, as well as wireless microphone choice for audio reinforcement within room (if desired); system runs off of macros that are designed to return the room to the known-good configuration at each startup, avoiding changes compounding from previous uses.

Rooms 214N-214S (Exercise/Multipurpose Rooms): In room 214N (the primary room), a ceiling-mounted 5,000-lumen laser (maintenance-free) projector, shines on a system-integrated electric wall-mounted 133” tensioned screen serves, providing primary video output for this space with a custom HDMI wallplate placed either directly below or adjacent to the control input. Also to be placed near to this location is an OFE Wellbeats 22” touchscreen system with an HDMI output directly connected to the projector. Since this is an exercise space, an additional 3.5mm audio input with Bluetooth features are also provided with the HDMI input. Audio outputs

from 9 pendant-mounted speakers for space, which can play local source from the HDMI plate when room used as a presentation system, the 3.5mm/Bluetooth input, and any routed microphones. 214S houses an additional 9 pendant-mounted speakers that will function with 214N when the rooms are combined, and will operate standalone when separated with an audio wallplate delivering 3.5mm input and Bluetooth features; also the wireless microphones are routable to this room, individually, when separated. 2 5" portrait-mounted touchpanel (one for each room) provides simple room on/off and volume control, combine/divide selection, as well as wireless microphone choice for audio reinforcement within room (if desired); system runs off of macros that are designed to return the room to the known-good configuration at each startup, avoiding changes compounding from previous uses.

Conference Room 216: A 65" wall-mounted display serves as the primary video output for this space with a custom HDMI input extended over HD-BaseT cabling to the table, and a below-display-mounted audio sound bar provides content audio output, covering room, without the need for amplified ceiling-mounted speakers. 1 5" portrait-mounted touchpanel provides simple room on/off and volume control; system runs off of macros that are designed to return the room to the known-good configuration at each startup, avoiding changes compounding from previous uses.

Digital Signage: 2 55" displays receive, mounted at locations specified within customer-furnished drawings on 2nd floor, provide digital wallpaper, along with the 1st floor lobby's 75" display. Each one of these displays receives a Bright Sign digital signage player, which extends to a central digital signage system that allows content media creation, scheduling, and distribution created by whomever the recreation center wishes to create such content.

Background/Announcement Audio: Background music may be sent to any of the spaces listed above, however the lobby receives an additional 4 ceiling-mounted speakers, the public hallways also receive ceiling-mounted speakers, and the bathrooms each receive 1 ceiling-mounted speaker. Announcements may be piped to pre-designated areas (chosen at front desk touchpanel), or all zones from the front desk gooseneck microphone.

A/V Rack/Closet: Equipment stored in a 40U rack, in 2nd floor storage area with power runs notated on drawing package. Rack includes power distribution, cooling, and accessories for an A/V system of this size.

Options Provided in Quote but Not Included in Total:

Option to Upgrade from 4 Microphone Combination Kits to 8 Microphone Combination Kits: Option includes an additional 4 microphone system, with system-integrated receiver, 4 additional handheld mics, 4 additional lavalier mics and lapels, 2 additional headworn mics, rechargeable batteries, and charging bases. As with the original system, handhelds and lavaliers are per-channel lined (only 1 can be used at a time per channel), and will be color-coded to avoid conflicts and confusion.

Approach:

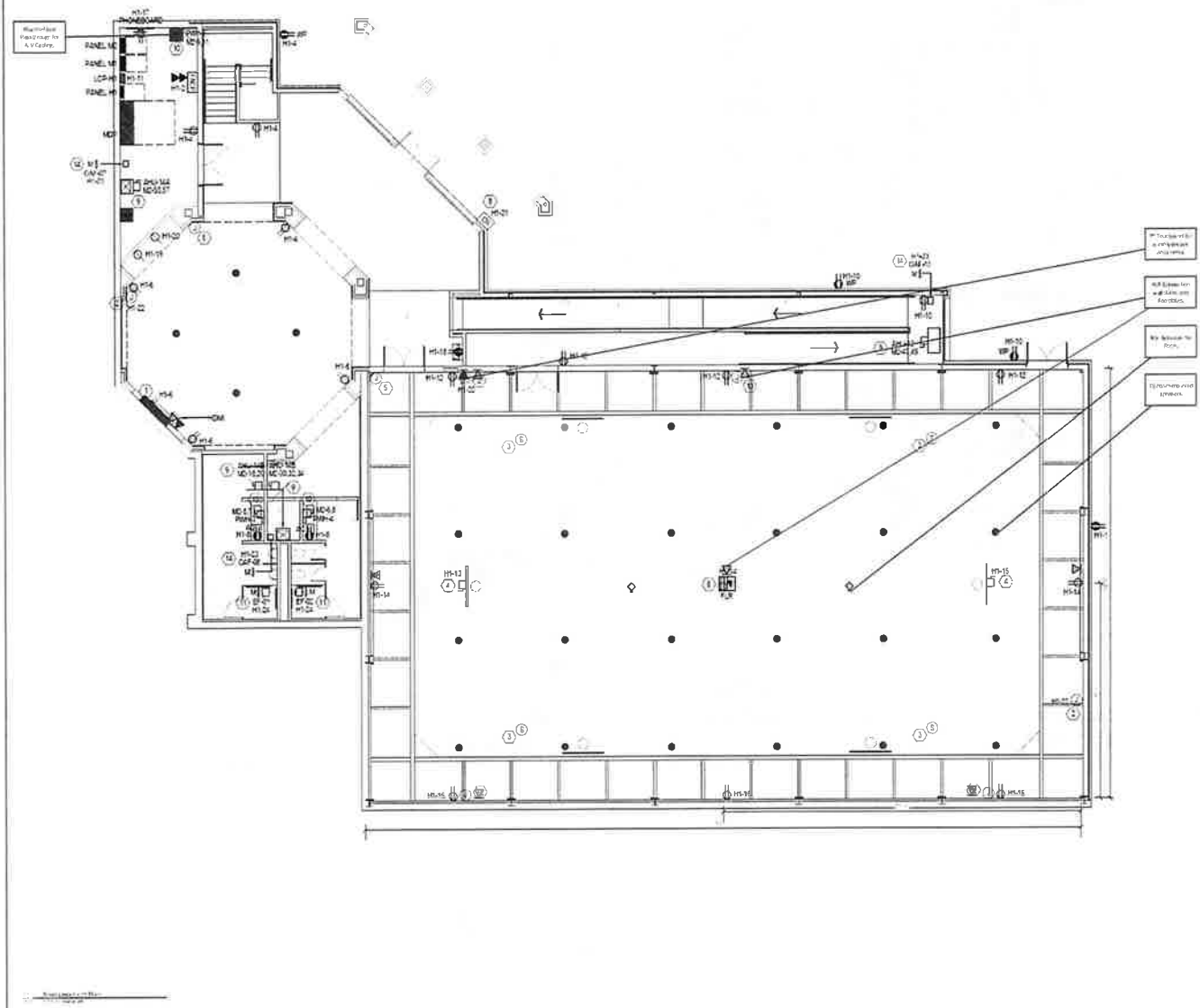
Installation: Turnkey installation provided for project, with a professional project manager guiding pre-installation tasks, installation tasks, commissioning tasks, and handover to the service team. All cabling and system mounts included in pricing, with directly requested hardware, software, and licenses also delivered during installation. Visionality will place a lead technician onsite during the project, who along with Visionality's project manager, will manage communication, project progress, and issues. Main project expected to take approximately 2 weeks for installation with an overlapping 4 days of commissioning.

Integration and Commissioning: A pre-programming meeting of the key A/V personnel and end-users will be held to overview system functionality, and to ensure proper communication of system usability. Additional

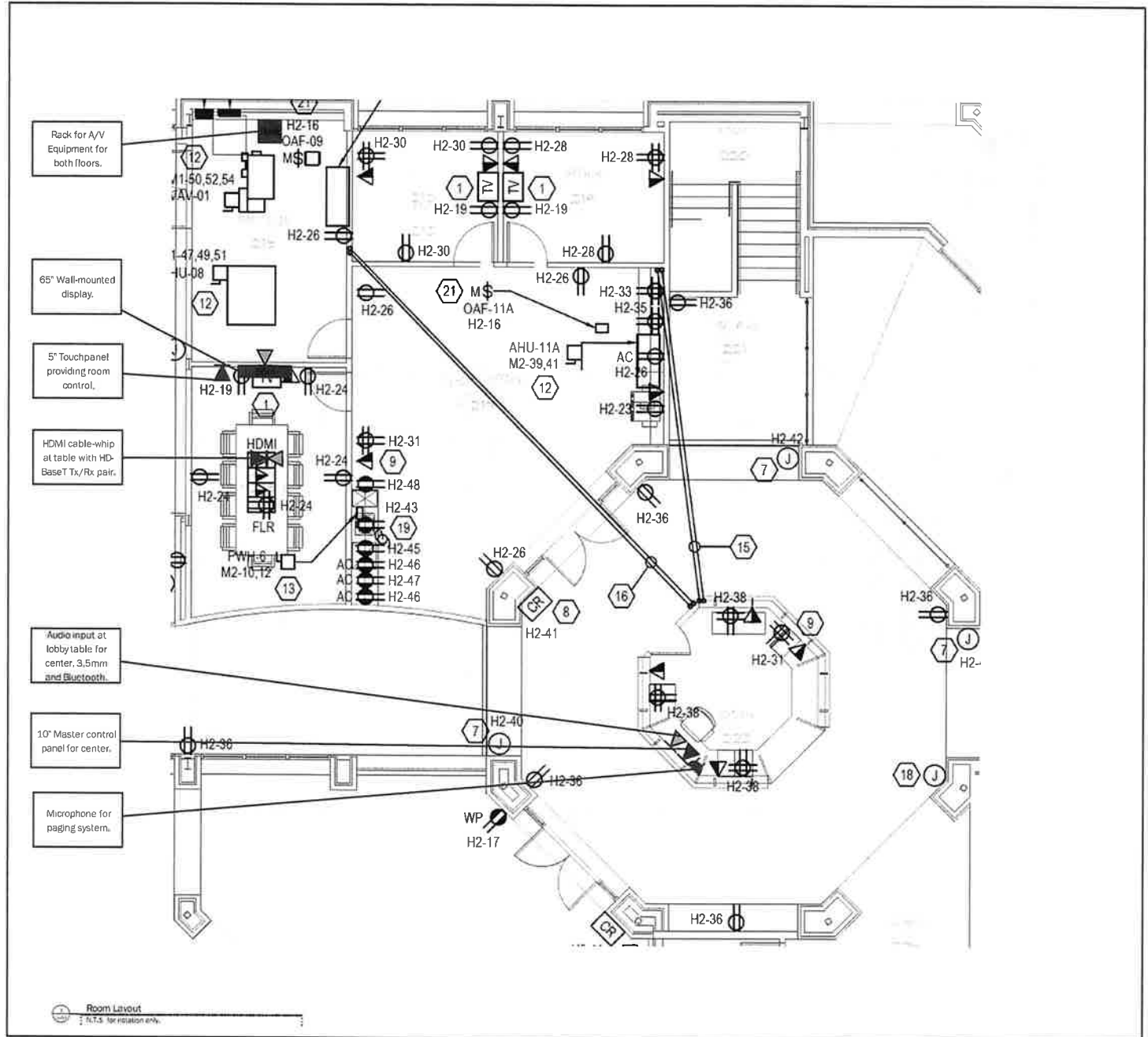
feature requests beyond those scoped in this document and accepted during this meeting will require a change order. Commissioning of system will also include 1-2 mock uses of each space, with full testing of the live system to find any bugs and optimize the workflow while further testing all equipment. One day before commissioning completion, a required walk-through with the A/V personnel and key end-users will occur to evaluate system performance, create bug lists, and establish a final sign-off punchlist. On the final day of the engagement, a final walk-through with the A/V personnel and key end-users will occur, with sign-off to occur at the completion of this meeting. Inability of key personnel attendance will not affect invoicing or signoff timelines, and additional walkthroughs will incur trip and/or change charges. Lastly, installation and commissioning are quoted as a single, contiguous period of days; pre-wire, splitting installation times, or return trips to complete installation/commissioning because of non-Visionality delays (for example--furniture, network, power, or construction delays), will result in additional trip and labor charges.

Service and Warranty: All hardware and systems have a minimum 3-year manufacturer's warranty; installation and programming are sold with a default 90-day warranty. In addition to the 90-day warranty, pricing includes a 1-year renewable maintenance contract (again, priced into quote), which provides access to a dedicated Visionality support team available for immediate support by phone and email, 8x5. Please note—Visionality DOES NOT increase service pricing year-over-year; quoted price remains the same upon renewal (unless additional hardware and systems are added at a later date, at which time an updated renewal amount will be discussed with customer).

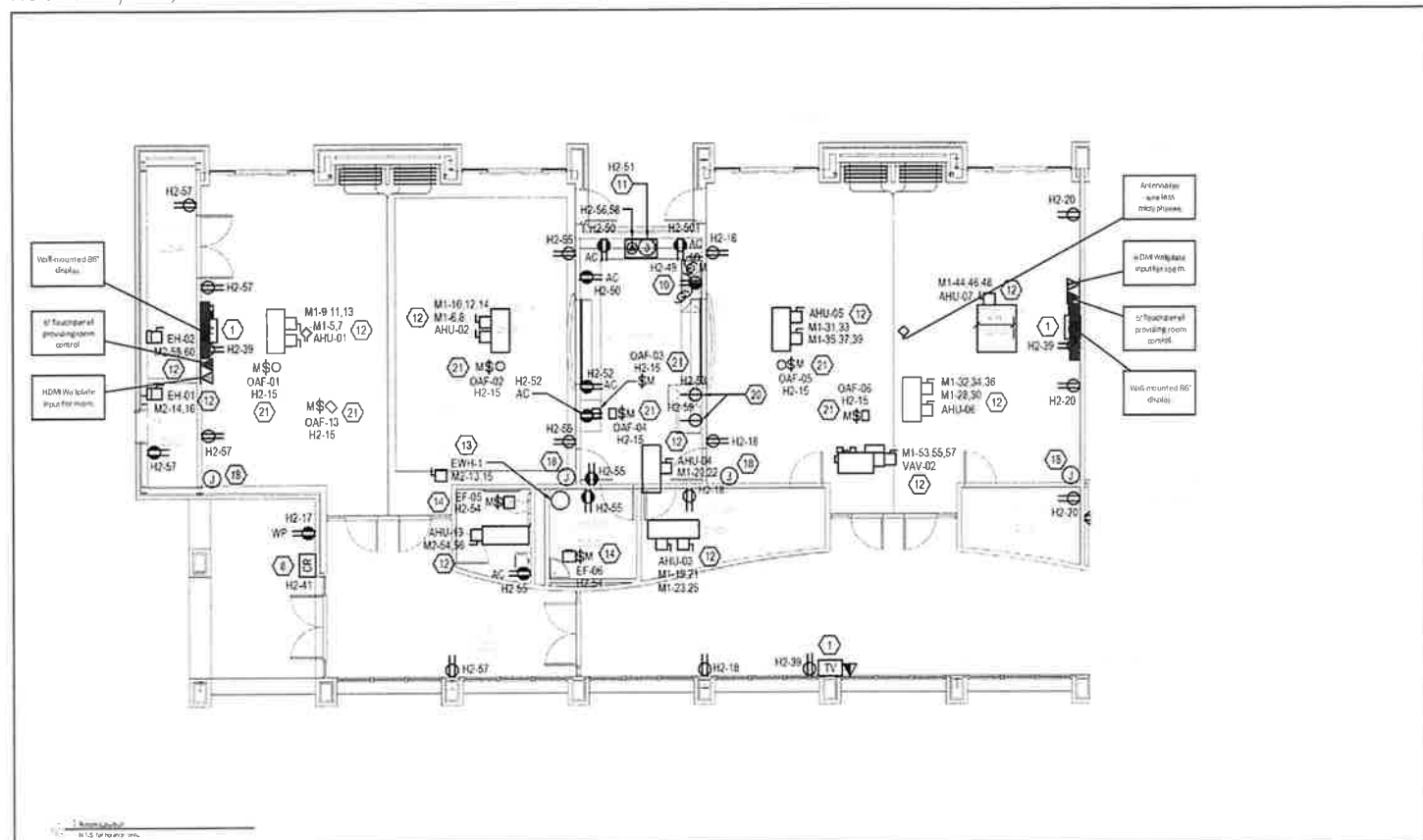
Room Layout, Floor 1:

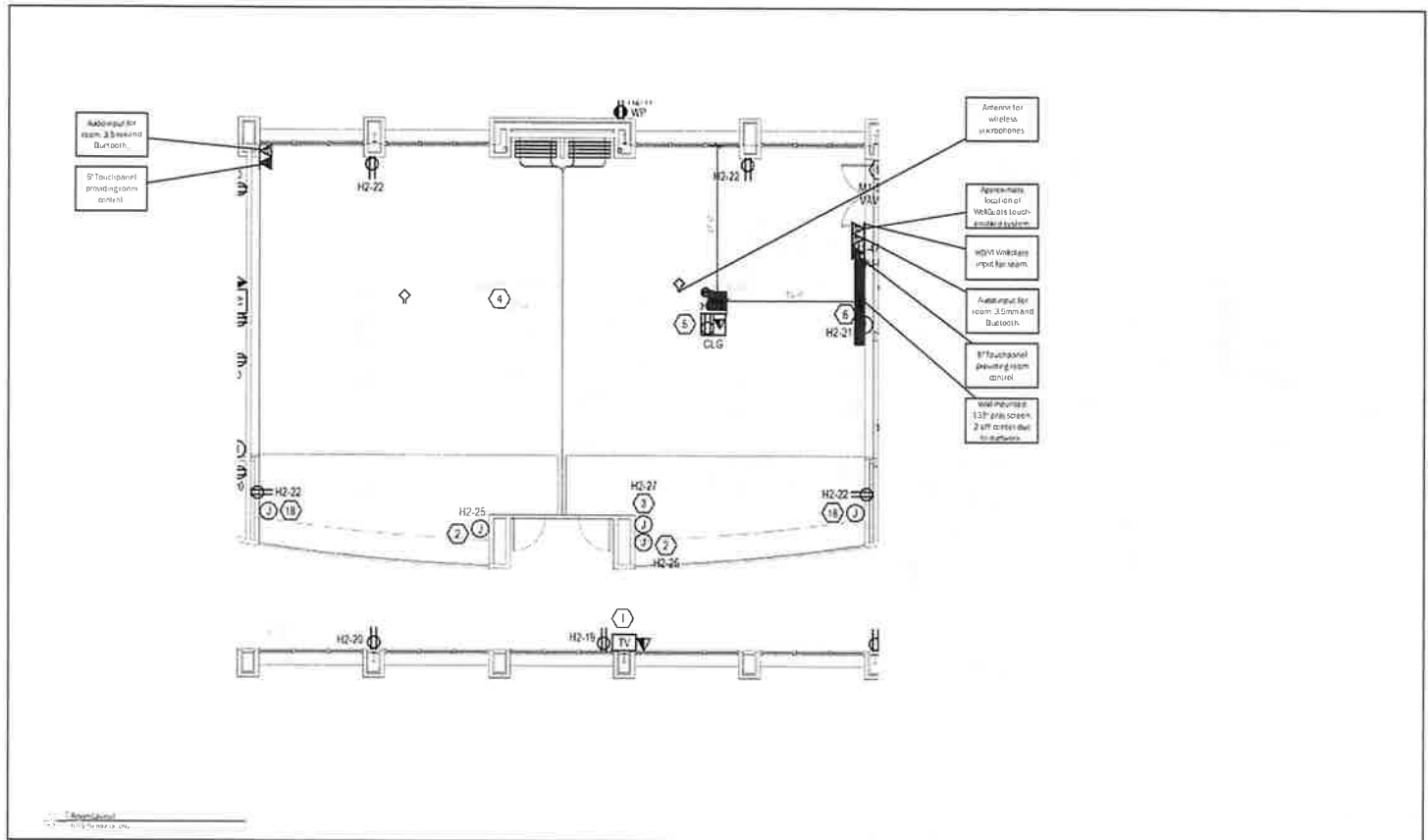


Room Layout, 2nd Floor Lobby and Conference Room 216:



Room Layout, Classrooms 205-206 and 211-212:





Customer Requirements:

1. Power:
 - a. 110V 15 or 20A Duplexes, Quads, or bare-wire landings at locations specified within drawing package must be present and hot at time of installation.
2. Network Interfaces:
 - a. Additional network interfaces at rack locations specified on drawings required at time of installation
 - b. Switchports must be patched-in and correct VLAN, with network IP addresses, subnet mask, and gateway provided for specified equipment.
3. Display Mounting:
 - a. Backing and blocking will be provided for display mount for this build, however it will be the customer's responsibility to ensure current wall can sustain the weight of the proposed display.
4. Core/Conduit Access from Rack Location:
 - a. For cement floors with racks/podiums, above ceiling access on floor below drilling required before installation; must be within 15'.
5. Installation and Commissioning:
 - a. Unless otherwise stated, installation and commissioning are quoted as a single, contiguous period of days; pre-wire, split installation times, or return trips to complete installation/commissioning because of non-Visionality delays (for example--furniture, network, power, or construction delays), will result in additional trip and labor charges.
 - b. Drawings provided are not-to-scale, and often estimates of actual room dimensions.
 - i. At the start of an installation, a walk-through with the customer's key AV personnel and key end-user personnel reviewing equipment placement, heights, and locations is required.
6. Integration, Commissioning, and Sign-Off:
 - a. A pre-programming meeting of the customer's key AV personnel and key end-user personnel will be held to overview touchpanel and system functionality, to ensure proper communication of system

usability. Additional feature requests beyond those scoped in this document and accepted during this meeting will require a change order.

- b. One day before commissioning completion, a required walk-through with the customer's key AV and end-user personnel will occur to evaluate system performance, create bug lists, and establish a final sign-off punchlist.
- c. On the final day of commissioning, a final walk-through of the customer's key AV and end-user personnel will occur, with sign-off to occur at the completion of this meeting. Inability of key personnel attendance will not affect invoicing or signoff timelines, and additional walkthroughs will incur trip and/or change charges.

Pricing

QTY	Manufacturer Part Number	Description	UNIT List	Discount Price	Total Price
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QTY	Manf. Part#	Description	UNIT List	Discount Price	Total Price
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1	TIPS	This Quote is produced for the The Interlocal Purchasing System			
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1	DIR-TSO-3889	This Quote is produced for the Texas DIR Contract DIR-TSO-3889			
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1		*****Sachse Recreation Center A/V Equipment*****	\$84,585.92	\$60,160.96	\$60,160.96
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Room 105, Lounge

Video Equipment

1 x 75" LED Display

1 x HDMI Input

1 x Digital Signage Player

Audio Equipment

4 x 6.5" Ceiling-Mounted Speakers

Control Interface

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1 x 5" Wall-Mounted Control
Interface

Room 110, Gym

Audio Equipment

Audio Inputs

1 x 3.5mm and BlueTooth
Audio Input Plate

4 x XLR Input Plates

Gym Speaker System

25 x 6.5" Pendant Speakers

Control Interface

1 x 7" Wall-Mounted Control
Interface

***Rooms 205-206,
Classrooms***

Video Equipment

1 x 86" LED Display

1 x HDMI Input

Audio Equipment

12 x 6.5" Ceiling-Mounted
Speakers (6 Per Room)

Control Interface

1 x 5" Wall-Mounted Control
Interface

*****Rooms 210-211,
Classrooms*****

Video Equipment

1 x 86" LED Display

1 x HDMI Input

Audio Equipment

12 x 6.5" Ceiling-Mounted
Speakers (6 Per Room)

Control Interface

1 x 5" Wall-Mounted Control
Interface

***Rooms 214 and 215
Exercise Rooms***

*Video Equipment (Room
215)*

1 x 5,000 Lumen Laser
Projector

1 x 133" 16:9 Format Electric
Projection Screen

1 x HDMI Input Wallplate

Audio Equipment

2 x 3.5mm and BlueTooth
Audio Input Plates (1 Per
Room)

18 x 6.5" Ceiling-Mounted
Speakers (9 Per Room)

Control Interface

2 x 5" Wall-Mounted Control
Interfaces (1 Per Room)

***Room 216, Conference
Room***

Video Equipment

1 x 65" LED Display

1 x HDMI Input at Tabletop

Audio Equipment

1 x Display Sound Bar 200

Control Interface

1 x 5" Wall-Mounted Control
Interface

*****Digital Signage*****

Video Equipment

2 x 55" Wall-Mounted LED
Displays

2 x Digital Signage Players

*****General Audio and
Announcement Systems*****

****Audio Equipment****

***Main Hallway and Front
Desk Area***

12 x 6.5" Ceiling-Mounted
Speakers

Bathrooms

4 x 4.5" Ceiling-Mounted
Speakers (1 Per Bathroom)

*****Central A/V Control and
Switching System*****

****Front Desk****

Paging Microphone

1 x 10" Gooseneck Control
System Integrated LED Mic

Audio Input

1 x 3.5mm and BlueTooth
Audio Input Plate

Control Interface

1 x 10" Master Control
Touchpanel with Tabletop
Kit

****Central Audio System****

***Shared Mic System Within
Building***

1 x Shure Quad Channel
Digital Wireless Mic Receiver

1 x Building Antenna
Extension Kit

4 x Shure Bodypack
Transmitters with Lavaliers

2 x Shure Countryman
Headsets for Lavaliers

4 x Shure Handheld
Transmitters

1 x Tabletop Recharging Kit
and Battery System for 8
Total Mics

*Digital Signal Processing
Stack*

1 x Digital Signal Processing
Stack, Network Integrated

2 x Network Integrated
Central Amplifiers

**Centralized Control
System**

1 x 3-Series Central Control
System for Building

1	Rack, Display Mounts, and Wallplates	\$6,263.00	\$4,133.03	\$4,133.03
1	Room Cabling and Materials	\$9,992.81	\$6,658.05	\$6,658.05
1	Project Professional Services and Programming	\$10,700.00	\$6,955.00	\$6,955.00

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1		Installation, Integration, and Comissioning	\$34,755.00	\$22,284.75	\$22,284.75
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Service

1	VS-SLS-1	Silver level provides the coverage needed to fulfill a customer's basic service requirement. See attached descriptions. (1 Year)	\$2,726.44	\$2,590.12	\$2,590.12
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***Options Below are NOT
Inlcdd in Total***

0		*Option to Double Wireless Microphone Kits from 4 to 8*	\$13,376.70	\$10,032.53	\$0.00
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TOTAL LIST	\$149,023.17
TOTAL DISCOUNT PRICE	\$102,781.91
SHIPPING	\$0.00
SALES TAX	\$0.00
TOTAL	\$102,781.91

Responsibilities *(Unless otherwise specified above)*

Visionality Obligations

Visionality will be responsible for the following:

- Testing new system and making sure all is properly operational from both the hardware and software perspective.

Company/Customer Obligations

The following items shall be provided by the Company and are not part of this scope or proposal:

- All 120V Electrical provisions (Specifications and call-outs will be provided by Visionality after acceptance of the proposal).
- All conduit and raceway as required by local code.
- Conveyance (pathway) for AV cabling- includes any core drilling or structural modifications.
- "Hard Points" for mounting of equipment and structural supports will be provided and installed by the Company prior to Visionality deployment. When in doubt the Company should contact a certified Structural Engineer for safety factors.
- Custom millwork, construction, or trim. Includes ceiling, floor and structural amendments or repairs.
- Required Local Permits and/or plan approvals.
- Required local inspection and compliance procedures.
- Hazardous material discovery and/or abatement.
- Provide and commission all Telephony and Network demarcations as required prior to Visionality onsite deployment.
- Ready access to room
- A minimum of 8 A.M – 5 P.M. daily. Monday through Friday.
- Security and Safety
- Prior to installation, if equipment is to be shipped in advance, the customer is responsible for receiving and storing this equipment in a safe location.
- During installation, customer is responsible for making sure rooms can be secured and equipment is safe.
- Rooms are clean and ready for installation. All equipment, furniture, debris, or other objects needs to be removed from the room for access or safety, prior to onset of installation.
- Sufficient on-site support, persons readily available to answer questions
- Network connectivity. Computer or other Network connections are to be installed and tested prior to DTC personnel arriving on site. Necessary firewall ports will be opened prior to the installation time, and IT staff will be available during the installation process if there is a connectivity issue. Adequate bandwidth will be provided for the equipment chosen.
- Computer Network jacks are to be tested with information for connection readily available
- Customer will assure that any customer furnished equipment is in working order.
- Customer is responsible, for firewall or router configuration, unless expressly stated as a term of this proposal.
- For maintenance purposes, customer will work with Visionality to create a mutually acceptable method that will allow remote access to installed equipment.

Project Management Procedures

Visionality
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Each entity will appoint one designee for as the prime project manager. These two people will ensure that the products are installed the way the project was envisioned. Any problems need to be funneled through these persons. For example, if there is a change in the room layout, this should be discussed between the two project managers and a change order written.

Status Reviews. Project implantation is taken seriously at Visionality. A weekly status meeting with management is held during all phases of the implementation to address issues early. Visionality Project Management is available to the customer for regular status meetings (via telephone or video) prior to the onset of installation. During the installation process, Visionality Project management will be available daily to discuss the status and needs of the installation with the customer designated representative.

Payments. Payment for the goods delivered is due when goods are shipped to site. Payment for installation is due when the installation is substantially complete. That is all work has been done and the equipment is operational. However there may be some tasks remaining (e.g. bug list).

Change Orders. All change orders must be submitted in writing from the customer designee to the Visionality project manager. If such a change is a fundamental change of scope either in parts or labor, the project manager will provide an estimate of the change in price. Visionality will proceed with this change when the change order has been completed and the approved by both parties.

Terms and Conditions

Disclaimers

Visionality - Designs That Compute (DTC) is a reseller of electronic equipment. Warranty and liability for use of any product sold is limited to what is stated by the manufacturer of these products. DTC creates no warranties express or implied beyond the manufacturer's warranty.

Limitations

The express obligation stated above is in lieu of all liabilities or obligations of DTC for damages, including but not limited to any liability due to or associated with infringement of a third party's intellectual property rights or any loss, damage, or injury, direct or consequential (including any loss of profits, use, business or the like, even if DTC has been advised of the possibility of same), arising out of or in connection with the delivery, use or performance of products resold by DTC, and it is agreed that repair or replacement, in accordance with the foregoing warranty, is DTC's sole liability and buyer's sole remedy for such liability, loss, damage, or injury. This limitation of DTC's liability will apply regardless of the form of action, whether in contract or tort (including negligence) or based on a warranty. Any action against DTC must be brought within 12 months after the cause of action arises. The parties expressly agree that the products are not consumer goods.

To the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of state law, such limitation of liability shall be void, however the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this limitation of liability.

Statement of Confidentiality

This proposal is the work product of DTC and as a result remains the property of DTC. This proposal has been submitted for the express interest of offering products and services. The particulars of this proposal must remain confidential between the receiving agency and DTC. This proposal may not be offered to others without the express written consent of DTC. Where applicable, confidentiality is to be consistent with freedom of information act. If there is a request for this document the customer will take all necessary steps to defend the confidentiality of this document including an appeal the disclosure to the attorney general.

Installation (if applicable)

Installation prices are estimated based on the customers stated requirements. Unless otherwise noted, the customer is responsible for standard installation preparation and assistance; this include but is not limited to: Site security before and during the installation; fee access to perform installation during business hours while scheduled on site; customer furnished installation or materials are ready prior to Visionality installation; and resources are available quickly to resolve issues. A full list of these requirements is in the proposal above. If these conditions are not met, additional charges may apply.

Product Returns

DTC does not accept product returns unless defective and only for replacement.

Payment Terms

Prepayment may be required. If terms are extended, payment is due immediately upon receipt of goods. Any objections to delivery or installation by the customer that may delay payment must be submitted to DTC in writing with 15 day of delivery of invoice to purchasing. When DTC resolves the problem they will resubmit invoice to purchasing. At that time customer must respond within 15 days if there is a further problem. DTC fully expects any invoice to be paid within 30 days of submittal. Failure to pay in a timely manner will constitute charges at the rate of 2% per month from date of invoice submittal.

Products delivered for an installation, are billed and due at the time of delivery. Installation will be billed and due when substantial completion has occurred. DTC will work with the customer to assure the highest quality products and services are delivered and installed. At the customer's request a payment schedule can be designed that withholds a percentage of the invoice based upon successful installation.

Some equipment has service or warranty that starts at the time of delivery. If installation is delayed this may affect the time coverage of those products is in effect after installation.

At times, the goods and services in this proposal may be purchased by a government entity or under a specific purchasing contract. In the cases where be a law or contract has conflicts with the above terms, the terms of a purchasing contract or law will take precedence.

Non-Taxable Entities

Please include a copy of your Sales Tax Exemption Form along with any Purchase Order sent to Designs That Compute dba Visionality

**Agenda Item Details**

Meeting	Oct 07, 2019 - Regular Combined City Council Meeting
Category	E. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	4. Authorize the remodel of Salmon Park restrooms with Henneberger Construction, Inc., through the BuyBoard purchasing program, in an amount not to exceed the eighty thousand dollars and zero cents(\$80,000.00) and authorize the City Manager to execute necessary documents for such remodel.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	80,000.00
Budgeted	Yes
Budget Source	Municipal Development District Funds
Recommended Action	Approve as presented.
Goals	Provide a high quality of life environment for families, individuals, businesses, and other organizations in Sachse. Provide excellent government services to Sachse citizens.

Public Content**BACKGROUND**

At the August 8, 2019, Municipal Development District (MDD) meeting, the board approved \$80,000.00 in the FY 2019-2020 budget for the remodel of Salmon Park restrooms using MDD funds.

POLICY CONSIDERATIONS

Henneberger Construction, Inc., is a registered BuyBoard vendor. Contract #512-116 has negotiated and entered into an agreement with Henneberger Construction, Inc., and by utilizing BuyBoard, the City has met all competitive bidding requirements.

RECOMMENDATION

Authorize the remodel of Salmon Park restrooms by Henneberger Construction, Inc., through the BuyBoard purchasing program, in an amount not to exceed eighty thousand dollars and zero cents (\$80,000.00) and authorize the City Manager to execute necessary documents for such remodel.

Salmon Park Restroom Renovations.pdf (60 KB)

Resolution Salmon Park Restrooms Remodel.pdf (12 KB)

Henneberger Construction, Inc.

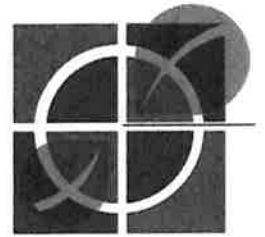
8928 Fairglen Dr.

Dallas TX 75231

Mobile: 214-769-7124

dhenneberger@mac.com

www.henneberger.biz

**Customer**

Lance Whitworth

City of Sachse

Mobile: +1 (469) 628-0424

Job Site

City of Sachse

Estimate

Job Name Salmon Park Restroom Renovations

Job Number 190801

Local Government Purchasing Cooperative category #512-16

Issue Date September 24, 2019

Valid Until October 24, 2019

Item	Quantity	Unit Price	Amount
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General Conditions			\$810.00
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Permit fee & Contractor Registration

1 Ea

\$472.50 / Ea

Other

\$472.50 / Ea

*Shade permit plan review fee, permit fee and contractor registration fee***Temporary toilet**

1 mo

\$337.50 / mo

Subcontract

\$337.50 / mo

Incl delivery & pick up

Site Prep			\$526.50
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Mobilization & Temp Fencing

1 Ea

\$337.50 / Ea

Equipment

\$337.50 / Ea

*Equipment move-in and out***Layout**

1 Ea

\$189.00 / Ea

Labor

\$189.00 / Ea

Set line and grade from adjacent benchmarks

Selective Demolition			\$6,292.08
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Remove CMU and stone for new door openings

1 LS

\$2,160.00 / LS

Labor

\$2,160.00 / LS

*Selective demolition***Demo CMU partitions and at toilets**

1 LS

\$2,430.00 / LS

Labor

\$2,430.00 / LS

*Selective demolition***Demo wood ceiling furs down**

1 LS

\$1,167.48 / LS

Labor

\$1,166.40 / LS

Subcontract

\$1.08 / LS

Item	Quantity	Unit Price	Amount
Haul debris to landfill	1 Ea	\$534.60 / Ea	
Labor		\$237.60 / Ea	
Other		\$40.50 / Ea	
Subcontract		\$256.50 / Ea	
10 CY dump truck, at 90 minutes per R/T			
Load trucks			
Concrete			\$199.80
Repair concrete slab at Urinal	1 LS	\$199.80 / LS	
Material		\$54.00 / LS	
Labor		\$145.80 / LS	
Park sidewalk paving			
Masonry			\$5,791.50
CMU and stone veneer			
Repair Stone veneer & CMU at new doors	3 Ea	\$1,120.50 / Ea	
Subcontract		\$1,120.50 / Ea	
CMU backup, mortar, DFW Stone			
CMU partitions	1 LS	\$2,430.00 / LS	
Subcontract		\$2,430.00 / LS	
8" CMU, finished both sides			
Framing			\$8,240.40
Ceiling framing and plywood	1 LS	\$8,240.40 / LS	
Material		\$837.00 / LS	
Material		\$837.00 / LS	
Labor		\$3,283.20 / LS	
Labor		\$3,283.20 / LS	
Restroom ceilings, 1/2" A grade plywood on 2x6 joists			
Doors & Frames			\$3,665.25
Doors & Frames, HM	3 Ea	\$756.00 / Ea	
Material		\$540.00 / Ea	
Labor		\$216.00 / Ea	
3070 single			
Lockset, lever, commercial, satin chrome finish	3 Ea	\$465.75 / Ea	
Material		\$357.75 / Ea	
Labor		\$108.00 / Ea	
keyed lever lockset and closer			
Tile			\$7,479.00
Porcelain tile on floors			
Floor tile in restrooms	1 LS	\$7,479.00 / LS	

Item	Quantity	Unit Price	Amount
Material		\$3,159.00 / LS	
Labor		\$4,320.00 / LS	
12"x24" modules			
Painting			\$3,469.50
Prime & paint new CMU	1 LS	\$607.50 / LS	
Subcontract		\$607.50 / LS	
Prime & paint new wood ceiling	1 LS	\$648.00 / LS	
Subcontract		\$648.00 / LS	
Prime & paint metal doors	4 Ea	\$351.00 / Ea	
Subcontract		\$351.00 / Ea	
Paint existing walls	1 LS	\$810.00 / LS	
Subcontract		\$810.00 / LS	
Toilet Partitions & Accessories			\$9,085.50
<i>Rocky Duron Associates</i>			
Toilet Partitions, ADA	2 Ea	\$2,160.00 / Ea	
Labor		\$540.00 / Ea	
Subcontract		\$1,620.00 / Ea	
<i>Plastic Laminate, minimum 5' radius clearance for wheelchair</i>			
Toilet Partitions, std.	1 Ea	\$1,687.50 / Ea	
Labor		\$472.50 / Ea	
Subcontract		\$1,215.00 / Ea	
<i>Plastic Laminate, standard size stall</i>			
Hand Dryers	2 Ea	\$629.10 / Ea	
Material		\$540.00 / Ea	
Labor		\$89.10 / Ea	
<i>Electric hand dryer, max. 4" projection from wall</i>			
Handicap Grab Bars at ADA stalls	2 LS	\$342.90 / LS	
Material		\$270.00 / LS	
Labor		\$72.90 / LS	
<i>Stainless steel, side wall and back</i>			
Toilet Paper dispensers	2 Ea	\$126.90 / Ea	
Material		\$54.00 / Ea	
Labor		\$72.90 / Ea	
Waste Receptacles	2 Ea	\$234.90 / Ea	
Material		\$162.00 / Ea	
Labor		\$72.90 / Ea	
<i>Wall mounted, S.S.</i>			
Soap Dispensers	2 Ea	\$102.60 / Ea	
Material		\$54.00 / Ea	
Labor		\$48.60 / Ea	
<i>Wall mounted, S.S.</i>			

Item	Quantity	Unit Price	Amount
Mirror 24"x36"	2 Ea	\$102.60 / Ea	
Material		\$54.00 / Ea	
Labor		\$48.60 / Ea	
<i>Wall mounted, S.S.</i>			

Plumbing**\$27,405.00***P&R Plumbing***Wall-mounted stainless steel toilets****3 Ea****\$4,725.00 / Ea**

Subcontract

\$4,725.00 / Ea

*Acorn Manufacturing stainless steel***Wall-mounted urinal****1 Ea****\$3,915.00 / Ea**

Subcontract

\$3,915.00 / Ea

*Stainless steel***Wall-mounted lavatories****3 Ea****\$3,105.00 / Ea**

Subcontract

\$3,105.00 / Ea

*Stainless steel, Acorn***Lighting****\$5,994.00***Lighting & Power***LED light fixtures and wiring****9 Ea****\$432.00 / Ea**

Subcontract

\$432.00 / Ea

*5" round, ceiling mount***Relocate hand dryers****2 Ea****\$216.00 / Ea**

Subcontract

\$216.00 / Ea

Motion sensor switch**2 Ea****\$459.00 / Ea**

Subcontract

\$459.00 / Ea

*Restroom lighting***Power to exhaust fans****2 Ea****\$378.00 / Ea**

Subcontract

\$378.00 / Ea

Mechanical**\$756.00***Exhaust Fans***Commercial bath exhaust fans****2 Ea****\$378.00 / Ea**

Subcontract

\$378.00 / Ea

Tie to motion sensors

	Material	Labor	Equipment	Other	Subcontract	Total
Price	\$9,848.25	\$20,549.70	\$337.50	\$513.00	\$48,466.08	\$79,714.53

Buyboard

Date _____

Dwight Henneberger
Henneberger Construction, Inc.

Date _____

Lance Whitworth
City of Sachse

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AUTHORIZING THE REMODEL OF SALMON PARK RESTROOMS WITH HENNEBERGER CONSTRUCTION, INC. THROUGH THE BUYBOARD PURCHASING PROGRAM IN AN AMOUNT NOT TO EXCEED EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$80,000.00); AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH REMODIL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sachse is a member of BuyBoard Cooperative Purchasing, a cooperative developed to comply with state laws that require governmental entities to make purchases from an approved list of vendors who have gone through a competitive procurement process; and

WHEREAS, local government purchasing cooperative contract #512-16 has negotiated and entered to an agreement with Henneberger Construction, Inc. for the remodel of Salmon Park restrooms in Sachse;

WHEREAS, through the utilization of #512-16, the City has met all required competitive bidding requirements; and

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

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

SECTION 1. The City Council of the City of Sachse authorizes the remodel of Salmon Park restrooms by Henneberger Construction, Inc. in an amount not to exceed eighty thousand dollars and zero cents (\$80,000.00).

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the _____ day of _____, 2019.

CITY OF SACHSE, TEXAS

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

**Agenda Item Details**

Meeting	Oct 07, 2019 - Regular Combined City Council Meeting
Category	E. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	5. Approve an Interlocal Agreement renewing the Food Establishment and Inspection and Environmental Health Services between Dallas County, on behalf of Dallas County Health and Human Services, and the City of Sachse.
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	Approve an Interlocal Agreement renewing the Food Establishment and Inspection and Environmental Health Services between Dallas County, on behalf of Dallas County Health and Human Services, and the City of Sachse.

Public Content**BACKGROUND**

This Interlocal Agreement is renewed on an annual basis and requires City Council approval. As indicated in the Agreement, Dallas County will perform a minimum of two inspections for each food establishment and any additional follow-up inspections. The City will collect and submit to Dallas County a minimum of \$150 from each food establishment and \$75 for each additional follow-up inspection. Additionally, the Agreement also addresses the environmental health services associated with vector and/or mosquito control through ground applications. This agreement is effective October 1, 2019 through September 30, 2020.

OVERVIEW

This Agreement includes Food Establishment Inspections and Environmental Health Services. Both are described below:

- **Food Establishment Inspections:** The City of Sachse simply acts as a collection agent for fees associated food establishment inspections. The food establishment pays the fee directly to the City of Sachse and the City then remits the money to Dallas County on an annual basis.
- **Environmental Health Services:** Environmental Health Services address Vector and/or Mosquito Control. These services only include ground application services upon written request by the City of Sachse to Dallas County. Ground application services are limited to ground spraying of pesticides by County vehicles ("adulticiding") and application of larvacide to standing water.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Approve an Interlocal Agreement renewing the Food Establishment and Inspection and Environmental Health Services between Dallas County, on behalf of Dallas County Health and Human Services, and the City of Sachse.

Food Establishment Agreement 2019-2020.pdf (64 KB)

STATE OF TEXAS	§	INTERLOCAL AGREEMENT FOR FOOD
	§	ESTABLISHMENT INSPECTION AND
	§	ENVIRONMENTAL HEALTH SERVICES BETWEEN
	§	DALLAS COUNTY, ON BEHALF OF DALLAS
COUNTY OF DALLAS	§	COUNTY HEALTH AND HUMAN SERVICES, AND
	§	CITY OF SACHSE

SECTION 1: PARTIES

This Interlocal Agreement ("Agreement") is made by and between the City of Sachse, Texas ("City"), a Texas municipal corporation, and Dallas County, Texas, a political subdivision of the State of Texas on behalf of the Dallas County Health and Human Services (collectively "County" or "DCHHS"), pursuant to the authorities granted by Chapter 791 of the Texas Local Government Code (known as the Interlocal Cooperation Act), Texas Health and Safety Code Chapter 437, Food and Drug Health Regulations, and 121, Local Regulation of Public Health, along with Title 25 Texas Administrative Code, Chapter 229, and any other applicable laws, as well as the City ordinance for inspection services of food establishments within City's jurisdiction and other environmental health services to City. The County or the City may hereinafter be referred to individually as "Party", or collectively, as the "Parties".

SECTION 2: TERM

The Term of this Agreement is for a period commencing on the Effective Date as defined herein and continuing through September 30, 2020 unless otherwise stated in this Agreement. ("Term")

SECTION 3: INSPECTION SERVICES AND REQUIREMENTS

- A. The County will perform a minimum of two (2) inspections (one every six months) during the Term of each food establishment for which the City has submitted an inspection request and for which a fee has been collected from the said food establishment;
- B. Additional follow-up inspections will be performed as deemed necessary by the County;
- C. Any additional request for follow-up inspections by the City of food establishments, including food establishments that are closed due to non-compliance with the State and other applicable rules and regulations will be charged additional fees;
- D. Each food establishment inspection will be made by a Registered Professional Sanitarian employed by DCHHS, in compliance with all state laws and regulations;
- E. An examination of the following will be made during each inspection: food and food protection; personnel; food equipment and utensils; water source; sewage; plumbing; toilet and hand-washing facilities; garbage and refuse disposal; insect, rodent, and animal control; floors, walls, and ceiling; light; ventilation; and other operations.

SECTION 4: FEES AND PAYMENTS TO THE COUNTY

- A. The City will collect and submit to the County a minimum of One Hundred Fifty and 00/100 Dollars (\$150.00) per a Term.

B. Beginning with the third inspection of a food establishment, the City will pay a Seventy Five and 00/100 Dollars (\$75.00) fee for each additional inspection requested by the City.

C. The City will collect Seventy Five and 00/100 Dollars (\$75.00) to be paid to the County for a re-opening or inspection fee of a food establishment that has been closed due to non-compliance of Chapter 437 of the Texas Health and Safety Code, or any other state rules and regulations.

D. The fees are subject to change, upon prior written notice to City, if additional cost is associated with the services under this Agreement.

E. The City shall pay County the stipulated fees within thirty (30) days of the monthly request for payment, or if County fails to make the payment request, then City shall pay the stipulated fees no later than the last date of this Agreement Term. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

SECTION 5: OTHER ENVIRONMENTAL HEALTH SERVICES

A. Upon written request from City, the County will respond to Vector and/or Mosquito Control complaints by inspecting the property and surrounding area for standing water and provide the treatment of water that contains immature mosquitoes with larvicide. If there is a mosquito borne disease in the area, the County will provide ground application services that include spraying for adult mosquitoes ("adulticiding"), and treating standing water with larvicide ("larvaciding").

B. In the event aerial spraying is needed to control St. Louis Encephalitis or West Nile virus throughout the County, the City will have the option to participate in the County's emergency aerial mosquito spraying plan. Should the City agree to participate in the plan, the City must provide written notice to County and agree to the following:

- 1) Indicate the areas and amount of acres to be sprayed; and
- 2) Pay the City's proportioned share of the cost based upon the number of acres to be sprayed multiplied by the per-acre spraying cost.

SECTION 6: RECORDS

The County will keep a copy of all inspection reports and will on a monthly basis send such inspection reports to the City. If the County receives a request for inspection records, the County will respond in accordance with Texas Government Code, Chapter 552, also known as the "Texas Public Information Act".

SECTION 7: TERMINATION

A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) days prior written notice to the other party;

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

- 1) Lack of, or reduction in, funding or resources;

- 2) The City's non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement;
- 3) In County's sole discretion, if termination is necessary to protect the health and safety of County employees;
- 4) The City's improper, misuse or inept use of funds or resources; and/or
- 5) The City's submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.

SECTION 8: CITY ORDINANCE

In order for this Agreement to be valid, the City must have or adopt a City/Town ordinance that provides for the inspection of food establishments by a Registered Professional Sanitarian. The City must require the payment of a fee(s) by each food establishment. Ordinance enforcement shall be the responsibility of the City.

SECTION 9: INDEMNIFICATION

- A.** The County, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the County including workers compensation claims, arising out of the performance of the County employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the County, its agents, officers, and/or employees.
- B.** The City, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages that the City may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the City including workers compensation claims, arising out of the performance of the City employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the City, its agents, officers, and/or employees.
- C.** County and City agree that any such liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of their employees, students, agents, or officers shall be determined in accordance with comparative responsibility laws of the State of Texas.
- D.** This Section 9 shall survive termination, expiration, or suspension of this Agreement.

SECTION 10: INSURANCE

The City agrees that it will at all times during the term of this Agreement maintain in full force and effect insurance, or self-insurance, to the extent permitted by applicable law under a plan of self-insurance, that is also maintained in accordance with sound accounting practices. It is expressly agreed that City will be solely responsible for all cost of such insurance; any and all deductible amounts

in any policy; and in the event that the insurance company should deny coverage. It is the intent of this provision that the City's insurance covers all cost and expense so that County will not sustain any expense, cost, liability or financial risk as a result of any of the performance of services under this Agreement; as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the City.

SECTION 11: NOTICE

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

COUNTY

Clay Lewis Jenkins, County Judge
Dallas County
411 Elm St, 2nd Floor
Dallas, Texas 75202

CITY

Gina Nash, City Manager
City of Sachse
3815 Sachse Rd., Building B
Sachse, TX 75048

W/copy to:

Philip Huang, Director DCHHS
2377 N Stemmons Fwy #820
Dallas, TX 75207

SECTION 12: MISCELLANEOUS PROVISIONS

12.1 ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including any Exhibits and Attachments, constitutes the entire agreement between the parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

12.2 COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

12.3 SEVERABILITY

If any provision of this Agreement is construed to be illegal, invalid, void or unenforceable, this construction will not affect the legality or validity of any of the remaining provisions. The

unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

12.4 FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the term of the Agreement and any pertinent extensions. The City shall not have a right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the City at the earliest possible time prior to the end of its fiscal year.

12.5 DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition or violation of this Agreement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. The City has a duty to mitigate damages.

12.6 SOVEREIGN IMMUNITY

This Agreement is expressly made subject to City's and County's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that City or County has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.

12.7 COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Agreement, City must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and venue shall lie exclusively in Dallas County, Texas.

12.8 RELATIONSHIP OF PARTIES

Each Party is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or employee of the other Party.

12.9 CONTRA PROFERENTUM

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

12.10 ASSIGNMENT

Neither Party may transfer or assign its interest in this Agreement without prior written consent of the non-assigning Party. County approval to transfer or assign City's interest in this Agreement is subject to formal approval by the Dallas County Commissioners Court. City approval to transfer or assign County's duties to perform this Agreement is subject to formal approval by the _____ City Council.

12.11 CONTINUING OBLIGATIONS

All obligations of this Agreement which expressly or by their nature survive the expiration, termination or transfer of this Agreement shall continue in full force and effect after and notwithstanding its expiration, termination or transfer until such are satisfied in full or by their nature expire.

12.12 FORCE MAJEURE

Neither Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Agreement as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

12.13 BINDING EFFECT

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

12.14 SIGNATORY WARRANTY

City and County represent that each has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions herein, and that the execution and delivery of this Agreement is made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Agreement.

EXECUTED THIS _____ DAY OF _____ 2019. ("Effective Date")

FOR DALLAS COUNTY:

BY: _____
Clay Lewis Jenkins
County Judge

DATE: _____

Recommended:

BY: _____
Dr. Philip Huang
Director, DCHHS

Approved as to Form*:

JOHN CREUZOT
CRIMINAL DISTRICT ATTORNEY
DALLAS COUNTY, TEXAS

RUSSELL RODEN
CHIEF, CIVIL DIVISION

BY: _____
James R. Palomo
Assistant District Attorney

FOR CITY:

BY: _____
City Manager/Mayor

DATE: _____

Recommended (CITY):

BY: _____
Title: _____

Approved as to Form (CITY):

BY: _____
Title: _____

*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, Dallas County. 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).

**Agenda Item Details**

Meeting	Oct 07, 2019 - Regular Combined City Council Meeting
Category	E. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	6. Accept the monthly revenue and expenditure report for the period ending August 31, 2019.
Access	Public
Type	Action (Consent)
Preferred Date	Oct 07, 2019
Fiscal Impact	No
Recommended Action	Accept the monthly revenue and expenditure report for the period ending August 31, 2019.
Goals	Be a model of financial stewardship through growth management, responsible investment, and financial transparency.

Public Content**BACKGROUND**

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

POLICY CONSIDERATIONS

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

RECOMMENDATION

Accept the monthly revenue and expenditure report for the period ending August 31, 2019.

[Sales Tax Analysis October 2019.pdf \(79 KB\)](#)[All Funds 8-31-19-lr.pdf \(307 KB\)](#)

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

CITY OF SACHSE

2018/2019 SALES TAX ANALYSIS

FY 2018	Total Sales Tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget	FY 2019	Total Sales tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget
October	192,025	109,723	109,723	9.00%	October	208,112	118,915	118,915	9.75%
November	419,139	239,496	349,219	24.94%	November	295,677	168,950	287,865	19.52%
December	192,626	110,067	459,286	32.81%	December	216,610	123,771	411,635	27.91%
January	208,475	119,123	578,409	41.31%	January	230,470	131,690	543,326	36.84%
February	313,995	179,416	757,825	54.13%	February	337,215	192,685	736,011	49.90%
March	181,691	103,818	861,644	61.55%	March	209,463	119,687	855,698	58.01%
April	185,503	105,996	967,640	69.12%	April	200,166	114,375	970,073	65.77%
May	268,970	153,689	1,121,329	80.09%	May	290,146	165,789	1,135,862	77.01%
June	222,767	127,295	1,248,624	89.19%	June	186,681	106,670	1,242,532	84.24%
July	241,223	137,835	1,386,459	99.03%	July	233,228	133,266	1,375,798	93.27%
August	281,001	160,564	1,547,023	110.50%	August	309,283	176,724	1,552,523	105.26%
September	208,158	118,941	1,665,964	119.00%	September	239,512	136,857	1,689,380	114.53%
TOTAL	2,915,572	1,665,964			TOTAL	2,956,564	1,689,380		
BUDGET		1,400,000			BUDGET		1,475,000		

City of Sachse
Monthly Revenue and Expenditure Report
August 31, 2019
(Unaudited)

GENERAL FUND

92% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Property Tax	\$ 12,019,803	\$ 6,704	\$ 12,098,326	100.65%	
Sales Tax	1,508,000	176,722	1,590,952	105.50%	
Franchise Fees	1,710,775	215,161	1,760,760	102.92%	
Licenses and Permits	566,500	40,516	428,665	75.67%	
Service Fees	709,600	72,527	947,450	133.52%	A
Fines	250,000	24,771	233,733	93.49%	
Interest Income	50,000	17,455	249,932	499.86%	B
Miscellaneous Income	326,618	28,117	333,315	102.05%	
Intergovernmental Revenue	1,182,205	98,517	1,083,689	91.67%	
Total Revenue	\$ 18,323,501	\$ 680,490	\$ 18,726,822	102.20%	
Expenditure Summary					
City Manager	\$ 426,258	\$ 33,958	\$ 401,962	94.30%	
City Secretary	193,198	14,591	164,547	85.17%	
Human Resources	374,546	25,891	318,665	85.08%	
Finance	592,461	32,339	541,152	91.34%	
Municipal Court	236,104	21,565	192,737	81.63%	
Parks & Recreation	1,224,007	96,508	992,855	81.12%	
Senior Programs	167,466	11,494	149,521	89.28%	
Library Services	468,323	29,483	405,767	86.64%	
Community Development	908,890	56,194	727,693	80.06%	
Streets & Drainage	1,988,077	153,154	1,762,934	88.68%	
Facility Maintenance	522,749	40,731	466,869	89.31%	
Police	5,238,314	368,959	4,729,662	90.29%	
Animal Control	232,199	18,214	209,058	90.03%	
Fire/EMS	4,254,812	298,168	3,735,249	87.79%	
Combined Services	390,630	11,793	354,543	90.76%	
City Engineer	272,381	24,723	199,555	73.26%	
Information Technology	753,684	124,873	682,388	90.54%	
Total Expenditures	\$ 18,244,099	\$ 1,362,639	\$ 16,035,158	87.89%	
Total Revenue Over/Under Expenses	\$ 79,402	\$ (682,149)	\$ 2,691,664		

Explanation of Major Variances:

- A** Ambulance Service Fees and Developer Fees are 45% over budgeted
- B** Investment rates higher than expected

City of Sachse
Monthly Revenue and Expenditure Report
August 31, 2019
(Unaudited)

UTILITY FUND

92% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Water Revenue	\$ 6,421,324	\$ 1,225,828	\$ 6,617,399	103.05%	
Sewer Revenue	4,768,010	406,512	4,466,030	93.67%	
Drainage Revenue	204,000	17,550	191,896	94.07%	
Fees	159,500	18,837	185,284	116.17%	
Interest Income	100,000	32,433	433,629	433.63%	A
Transfer In-Impact Fee	30,000	-	30,000	100.00%	
Miscellaneous Income	-	-	597		
Total Revenue	\$ 11,682,834	\$ 1,701,161	\$ 11,924,836	102.07%	
Expenditure Summary					
Utility Administration	\$ 428,484	\$ 28,571	\$ 360,099	84.04%	
Water Operations	6,195,391	550,533	5,462,873	88.18%	
Sewer Operations	3,902,224	395,151	3,838,045	98.36%	
Drainage Projects	255,000	30,472	84,182	33.01%	
	-	-	-		
Total Expenditures	\$ 10,781,099	\$ 1,004,727	\$ 9,745,200	90.39%	
Total Revenue Over/Under Expenses	\$ 901,735	\$ 696,435	\$ 2,179,636		

Explanation of Major Variances:

A Investment rates higher than expected; principal includes unexpended bond funds

City of Sachse
Monthly Revenue and Expenditure Report
August 31, 2019
(Unaudited)

	Debt Service Fund			92% of Year Completed		Note Reference 0%
	Annual Budget	Current Month	Actual YTD	YTD Actual as a	Percent of Budget	
		Actual				
Revenue Summary						
Property Tax	\$ 4,474,801	\$ 2,458	\$ 4,503,607	100.64%		
Interest Income	1,000	3,394	24,309	2430.87%		B
Miscellaneous Receipts						
Total Revenue	\$ 4,475,801	\$ 5,852	\$ 4,527,916	101.16%		
Expenditure Summary						
Fees	\$ 3,000		\$ 1,656	55.21%		
Principal	3,033,558	-	2,030,000	66.92%		A
Interest	1,430,051	698,848	1,430,051	100.00%		A
Transfer Out-Utility Fund						
Total Expenditures	\$ 4,466,609	\$ 698,848	\$ 3,461,708	77.50%		
Total Revenue Over/Under Expenses	\$ 9,192	\$ (692,995)	\$ 1,066,208			

- A** Principal payments are due in February and interest payments in February and August
B Investment rates higher than expected; principal includes funds set aside for defeasance

City of Sachse
Monthly Revenue and Expenditure Report
August 31, 2019
(Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

92% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 0%
Revenue Summary					
Sales Tax	\$ 737,500	\$ 88,362	\$ 776,262	105.26%	
Other Income	\$ 27,550	\$ 12,758	\$ 30,367	110.23%	
Interest Income	2,500	1,738	10,457	418.29%	A
Total Revenue	\$ 767,550	\$ 102,857	\$ 817,086	106.45%	
Expenditure Summary					
Expenditures	767,183	49,623	548,757	71.53%	
Total Expenditures	\$ 767,183	\$ 49,623	\$ 548,757	71.53%	
Total Revenue Over/Under Expenses	\$ 367	\$ 53,234	\$ 268,329		

Explanation of Major Variances:

A Investment rates higher than expected

City of Sachse
Monthly Revenue and Expenditure Report
August 31, 2019
(Unaudited)

MUNICIPAL DEVELOPMENT DISTRICT

92% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Sales Tax	\$ 350,000	\$ 40,790	\$ 353,734	101.07%	
Other Income	\$ -				
Interest Income	1,000	1	90	9.03%	
Total Revenue	\$ 351,000	\$ 40,791	\$ 353,824	100.80%	
Expenditure Summary					
Expenditures	455,000	-	262,144	57.61%	
Total Expenditures	\$ 455,000	\$ -	\$ 262,144	57.61%	
Total Revenue Over/Under Expenses	\$ (104,000)	\$ 40,791	\$ 91,680		

Explanation of Major Variances:



Agenda Item Details

Meeting	Oct 07, 2019 - Regular Combined City Council Meeting
Category	E. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	7. Approve a resolution authorizing the purchase, design, and installation of furniture with Workplace Solutions for the Michael J. Felix Community Center in an amount not to exceed one hundred thousand dollars and zero cents (\$100,000.00).
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Capital Projects Fund
Recommended Action	Approve as presented.
Goals	Provide a high quality of life environment for families, individuals, businesses, and other organizations in Sachse. Provide excellent government services to Sachse citizens.

Public Content

BACKGROUND

The Sachse Community Center will need to have furnishings in order to provide programming opportunities, as well as places for guests to sit during their time at the Community Center. Workplace Solutions submitted a bid for \$93,100.18. Staff added in a contingency for any unexpected additions that may need to be included prior to the opening of the Community Center.

POLICY CONSIDERATIONS

NIPA P15-150-DT, TIPS 190401 and 180305, NIPA 2015000063, NIPA/OMNIA R14221 and R142213, and NIPA/OMNIA P15-150 have negotiated and entered into an agreement with Workplace Solutions for the purchase of furniture for the Community Center. By utilizing TIPS, and NIPA/OMNIA contracts, the City has met all competitive bidding requirements.

RECOMMENDATION

Approve a resolution authorizing the purchase, design and installation of furniture with Workplace Solutions for the Michael J. Felix Community Center in an amount not to exceed one hundred thousand dollars and zero cents (\$100,000.00).

Resolution Community Center Furniture.docx (19 KB)

53702 SACHSE COMMUNITY CENTER DESIGN AND ULINE-VIRCO.pdf (216 KB)

180305 SACHSE COMMUNITY CENTER - TIPS.pdf (212 KB)

190401 SACHSE COMMUNITY CENTER - TIPS.pdf (118 KB)

2015000063 SACHSE COMMUNITY CENTER - TIPS.pdf (309 KB)

P15-150 SACHSE COMMUNITY CENTER_NATIONAL - OMNIA-NIPA.pdf (321 KB)

P15-150-DT SACHSEE COMMUNITY CENTER - NIPA.pdf (311 KB)

R14221 SACHSE COMMUNITY CENTER- OMNIA-NIPA.pdf (320 KB)

R142213 SACHSE COMMUNITY CENTER - OMNIA-NIPA.pdf (125 KB)

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AUTHORIZING THE PURCHASE, DESIGN AND INSTALLATION OF FURNITURE WITH WORKPLACE SOLUTIONS FOR THE MICHAEL J. FELIX COMMUNITY CENTER IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, NIPA P15-150-DT, TIPS 190401 and 180305, NIPA 2015000063, NIPA/OMNIA R14221 and R142213, and NIPA/OMNIA P15-150 have negotiated and entered into an agreement with Workplace Solutions for the purchase of furniture for the Sachse Community Center; and

WHEREAS, through the utilization of NIPA P15-150-DT, TIPS 190401 and 180305, NIPA 2015000063, NIPA/OMNIA R14221 and R142213, and NIPA/OMNIA P15-150, the City has met all required competitive bidding requirements; and

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

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

SECTION 1. The City Council of the City of Sachse authorizes the purchase, design and installation of furniture with Workplace Solutions in an amount not to exceed one hundred thousand dollars and zero cents (\$100,000.00) for the community center.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the _____ day of _____, 2019.

CITY OF SACHSE, TEXAS

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary



workplacesolutions
2651 N. Harwood, Suite 300
Dallas, Texas 75201
P 214 741 9667
F 214 741 9669

PROPOSAL #: 53702
DATE: 09/26/19
SALESPERSON: TRACY MADANS
CLIENT #: 11959
PROJECT #: 3-2350
CUSTOMER PO:

PROPOSAL FOR:

CITY OF SACHSE
3815-B SACHSE RD
SACHSE TX 75048

INSTALL AT:

CITY OF SACHSE
SACHSE COMMUNITY CENTER
3815 E SACHSE RD
SACHSE TX 75048
ULINE/VIRCO - NOT ON CONTRACT

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	4	ECBEAN COLOR	VIRCO, ECBEAN BEAN BAG CHAIR SQUASH VIRCO MANUFACTURING CORP. Tag(s): 105 LOUNGE	135.42	541.68
2	6	SGFLROCK18 GRY11 GRY11	VIRCO, Sage Series - Floor Rocker, 5th grade & up Eclipse Eclipse VIRCO MANUFACTURING CORP. Tag(s): 105 LOUNGE Subtotal for 105 LOUNGE	150.85	905.10 1,446.78
4	2	H-2194-ADD * * *	ULINE, WIDE SPAN RACK - 60X18 SHELF REFERENCE QUOTE 5857879 FRAME FOR WIDE SPAN STORAGE 60X18 PARTICLE BOARD KIT ULINE Tag(s): 205,210,213 CLASSROOM	60.00	120.00
5	1	H-2194 * * * *	ULINE, WIDE SPAN RACK - PARTICLE BOARD 60X18X60H REFERENCE QUOTE 5857879 HORIZONTAL BEAM WITH CENTER SUPPORT POST FOR WIDE SPAN SHELVES 60X18 PARTICLE BOARD 3 PACK ULINE Tag(s): 205,210,213 CLASSROOM Subtotal for 205,210,213 CLASSROOM	231.43	231.43 351.43
7	2	H-2471BL *	ULINE, RUBBERMAID UTILITY CART - 44X25X33 IN BLACK REFERENCE QUOTE 5857879 ULINE Tag(s): 212 CLASSROOM Subtotal for 212 CLASSROOM	278.57	557.14 557.14
9	1	FREIGHT	ULINE FREIGHT ULINE Tag(s): Z_FREIGHT	85.71	85.71



TOTAL.....:	13,891.06
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workplacesolutions
2651 N. Harwood, Suite 300
Dallas, Texas 75201
P 214 741 9667
F 214 741 9669

PROPOSAL #: 53700
DATE: 09/26/19
SALESPERSON: TRACY MADANS
CLIENT #: 11959
PROJECT #: 3-2350
CUSTOMER PO:

PROPOSAL FOR:

CITY OF SACHSE
3815-B SACHSE RD
SACHSE TX 75048

INSTALL AT:

CITY OF SACHSE
SACHSE COMMUNITY CENTER
3815 E SACHSE RD
SACHSE TX 75048
VIA SEATING - TIPS #180305

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			End-user PO to be made out to: Via, Inc. c/o Workplace Solutions 205 Vista Blvd Sparks, NV 89434 866-839-8477		
1	3	XSBP1	litter bin single post mounted - sierra XSBP1	1,402.50	4,207.50
	2		anthracite plastic VIA, INC. Tag(s): OUTDOOR FURNITURE List Price: 2550.00 Discount Off List: 45.00 %		
2	2	XBS20	bench straight with backrest - sierra XBS20	2,328.15	4,656.30
	2		anthracite plastic		
	UT15		pack of 2 anti skate guards VIA, INC. Tag(s): OUTDOOR FURNITURE List Price: 4233.00 Discount Off List: 45.00 %		
3	4	XFS20	bench straight and backless - sierra XFS20	1,767.15	7,068.60
	2		anthracite plastic		
	UT15		pack of 2 anti skate guards VIA, INC. Tag(s): OUTDOOR FURNITURE List Price: 3213.00 Discount Off List: 45.00 %		
4	4	XFS20	bench straight and backless - sierra XFS20	1,767.15	7,068.60
	2		anthracite plastic		
	UT15		pack of 2 anti skate guards VIA, INC. Tag(s): 201 & 202 HALLWAY List Price: 3213.00 Discount Off List: 45.00 %		
5	1	FREIGHT	VIA FREIGHT	1,846.00	1,846.00
			VIA, INC. Tag(s): Z_FREIGHT List Price: 1846.00		



workplacesolutions
2651 N. Harwood, Suite 300
Dallas, Texas 75201
P 214 741 9667
F 214 741 9669

PROPOSAL #: 53700
DATE: 09/26/19
SALESPERSON: TRACY MADANS
CLIENT #: 11959
PROJECT #: 3-2350
CUSTOMER PO:

PROPOSAL FOR:

CITY OF SACHSE
3815 B SACHSE RD
SACHSE TX 75048

INSTALL AT:

CITY OF SACHSE
SACHSE COMMUNITY CENTER
3815 E SACHSE RD
SACHSE TX 75048
VIA SEATING - TIPS #180305

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
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SUBTOTAL.....: 24,847.00

ACCEPTED BY: _____

DATE ACCEPTED: _____

TOTAL.....: =====
24,847.00



workplacesolutions
2651 N. Harwood, Suite 300
Dallas, Texas 75201
P 214 741 9667
F 214 741 9669

PROPOSAL #: 53695
DATE: 09/26/19
SALESPERSON: TRACY MADANS
CLIENT #: 11959
PROJECT #: 3-2350
CUSTOMER PO:

PROPOSAL FOR:

CITY OF SACHSE
3815-B SACHSE RD
SACHSE TX 75048

INSTALL AT:

CITY OF SACHSE
SACHSE COMMUNITY CENTER
3815 E SACHSE RD
SACHSE TX 75048
GHENT - TIPS CONTRACT #190401

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			End-user PO to be made out to: Gmi Companies c/o Workplace Solutions 2999 Henkle Drive Lebanon, OH 45036 800-543-0550		
1	1	M1-45-4	4'x5' Aluminum Frame Porcelain Markerboard - 1 Markers & Eraser	339.30	339.30
			GHENT Tag(s): 217 OPEN OFFICE List Price: 522.00 Discount Off List: 35.00 %		
2	1	FREIGHT	GHENT FREIGHT	150.00	150.00
			GHENT List Price: 150.00		

SUBTOTAL.....: 489.30

ACCEPTED BY: _____

DATE ACCEPTED: _____

TOTAL.....: =====
489.30



workplacesolutions
2651 N. Harwood, Suite 300
Dallas, Texas 75201
P 214 741 9667
F 214 741 9669

PROPOSAL #: 53701
DATE: 09/26/19
SALESPERSON: TRACY MADANS
CLIENT #: 11959
PROJECT #: 3-2350
CUSTOMER PO:

PROPOSAL FOR:

CITY OF SACHSE
3815-B SACHSE RD
SACHSE TX 75048

INSTALL AT:

CITY OF SACHSE
SACHSE COMMUNITY CENTER
3815 E SACHSE RD
SACHSE TX 75048
SIT ON IT - NIPA #2015000063

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
SitOnIt Seating TVR #918755					
1	10	6422K.A111	Prava, Midback, Knee Tilt Cntrl, A111 Arm	415.84	4,158.40
		FABRIC	Fabric Grade Selections		
		~	No Selection		
		FG2	Fabric Grade 2		
		SLIDE	Slide Standard Color Selection		
		SMOKY	Slide Smoky		
		B11	Silver Metallic Base		
		C21	Standard Carpet Casters		
		~	Std Packaging		
***SIT ON IT, INC.					
Tag(s): 216 CONFERENCE					
List Price: 904.00					
Discount Off List: 54.00 %					
2	0	SUBTOTAL	Subtotal for 216 CONFERENCE	0.00	0.00
3	1	1033.BK1.T. AR6	Novo, Midback, Mesh Back, Swivel Tilt, Multi-Adj Arms	285.20	285.20
		AL3	Fog		
		LA4	Fog		
		CH1	Standard Cylinder		
		FC13	Fog Frame		
		B21	Fog Nylon Base		
		CS5	Carpet Casters		
		MC21	Nickel Mesh		
		FABRIC	Fabric Grade Selections		
		~	No Selection		
		FG2	Fabric Grade 2		
		SLIDE	Slide Standard Color Selection		
		NAVY	Slide Navy		
		KD	Knocked Down		
***SIT ON IT, INC.					
Tag(s): 217 OPEN OFFICE					
List Price: 620.00					
Discount Off List: 54.00 %					
4	0	SUBTOTAL	Subtotal for 217 OPEN OFFICE	0.00	0.00
5	2	1033.BK1.T. AR6	Novo, Midback, Mesh Back, Swivel Tilt, Multi-Adj Arms	285.20	570.40
		AL3	Fog		
		LA4	Fog		
		CH1	Standard Cylinder		

CONTINUED...



workplacesolutions
2651 N. Harwood, Suite 300
Dallas, Texas 75201
P 214 741 9667
F 214 741 9669

PROPOSAL #: 53701
DATE: 09/26/19
SALESPERSON: TRACY MADANS
CLIENT #: 11959
PROJECT #: 3-2350
CUSTOMER PO:

PROPOSAL FOR:

CITY OF SACHSE
3815 B SACHSE RD
SACHSE TX 75048

INSTALL AT:

CITY OF SACHSE
SACHSE COMMUNITY CENTER
3815 E SACHSE RD
SACHSE TX 75048
SIT ON IT - NIPA #2015000063

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		FC13	Fog Frame		
		B21	Fog Nylon Base		
		CS5	Carpet Casters		
		MC21	Nickel Mesh		
		FABRIC	Fabric Grade Selections		
		~	No Selection		
		FG2	Fabric Grade 2		
		SLIDE	Slide Standard Color Selection		
		NAVY	Slide Navy		
		KD	Knocked Down		
			***SIT ON IT, INC.		
			Tag(s): 218 & 219 OFFICE		
			List Price: 620.00		
			Discount Off List: 54.00 %		
6	0	SUBTOTAL	Subtotal for 218 & 219 OFFICE	0.00	0.00
7	3	1033.BK1.T. AR6	Novo, Midback, Mesh Back, Swivel Tilt, Multi-Adj Arms	303.60	910.80
		AL3	Fog		
		LA4	Fog		
		CH1	Standard Cylinder		
		FC13	Fog Frame		
		B21	Fog Nylon Base		
		CS6	Hard Floor and Carpet Casters		
		MC28	Tangerine Mesh		
		FABRIC	Fabric Grade Selections		
		~	No Selection		
		FG2	Fabric Grade 2		
		SLIDE	Slide Standard Color Selection		
		TANGERINE	Slide Tangerine		
		KD	Knocked Down		
			***SIT ON IT, INC.		
			Tag(s): 222 LOBBY		
			List Price: 660.00		
			Discount Off List: 54.00 %		
8	0	SUBTOTAL	Subtotal for 222 LOBBY	0.00	0.00
9	1	FREIGHT	SIT ON IT TARIFF	78.31	78.31
			***SIT ON IT, INC.		
			Tag(s): Z_FREIGHT		
			List Price: 78.31		
			CONTINUED...		



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2651 N. Harwood, Suite 300
Dallas, Texas 75201
P 214 741 9667
F 214 741 9669

PROPOSAL #: 53701
DATE: 09/26/19
SALESPERSON: TRACY MADANS
CLIENT #: 11959
PROJECT #: 3-2350
CUSTOMER PO:

PROPOSAL FOR:

CITY OF SACHSE
3815 B SACHSE RD
SACHSE TX 75048

INSTALL AT:

CITY OF SACHSE
SACHSE COMMUNITY CENTER
3815 E SACHSE RD
SACHSE TX 75048
SIT ON IT - NIPA #2015000063

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
10	0	SUBTOTAL	Subtotal for Z_FREIGHT	0.00	0.00

SUBTOTAL.....: 6,003.11

ACCEPTED BY: _____

DATE ACCEPTED: _____

TOTAL.....: =====
6,003.11



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 2651 N. Harwood, Suite 300
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 P 214 741 9667
 F 214 741 9669

PROPOSAL #: 53697
DATE: 09/26/19
SALESPERSON: TRACY MADANS
CLIENT #: 11959
PROJECT #: 3-2350
CUSTOMER PO:

PROPOSAL FOR:

CITY OF SACHSE
 3815-B SACHSE RD
 SACHSE TX 75048

INSTALL AT:

CITY OF SACHSE
 SACHSE COMMUNITY CENTER
 3815 E SACHSE RD
 SACHSE TX 75048
 NATIONAL - OMNIA/NIPA #P15-150

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	2	NACG15AELPG S	ACCESSORIES,G15A,DOUBLE PIVOT POWER/USB GROMMET,SILVER ***NATIONAL OFFICE FURNITURE, INC. Tag(s): 216 CONFERENCE List Price: 1308.00 Discount Off List: 55.00 %	588.60	1,177.20
2	1	WWN2460CSFL VSK 88PL X KRS STD SK SK SK	WAVEWORKS,24DX60W,CREDENZA,STORAGE,HPL SOFTENED PVC,SKYLINE LEVEL,PLATINUM METALLIC NO GROMMET RANDOM CORE,INSTALLED,SILVER STANDARD LAMINATE SKYLINE SKYLINE SKYLINE ***NATIONAL OFFICE FURNITURE, INC. Tag(s): 216 CONFERENCE List Price: 2966.00 Discount Off List: 55.00 %	1,334.70	1,334.70
3	1	10N120PNKL P1 X SK	UNIVERSAL,FOR 120W TOP,PANEL BASE KIT,LAMINATE BASIC NO MODIFIED WIDTH (STANDARD) SKYLINE ***NATIONAL OFFICE FURNITURE, INC. Tag(s): 216 CONFERENCE List Price: 3260.00 Discount Off List: 55.00 %	1,467.00	1,467.00
4	1	WWN48120BTL VSK CUT-G15LR X X STD SK	WAVEWORKS,48DX120W,CONFERENCE TOP,BOAT,HPL SOFTENED PVC,SKYLINE CUTOUT-G15,LEFT & RIGHT NO MODIFIED DEPTH (STANDARD) NO MODIFIED WIDTH (STANDARD) STANDARD LAMINATE SKYLINE ***NATIONAL OFFICE FURNITURE, INC. Tag(s): 216 CONFERENCE List Price: 4003.00 Discount Off List: 55.00 %	1,801.35	1,801.35
Subtotal for 216 CONFERENCE					5,780.25



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PROPOSAL #: 53697
DATE: 09/26/19
SALESPERSON: TRACY MADANS
CLIENT #: 11959
PROJECT #: 3-2350
CUSTOMER PO:

PROPOSAL FOR:

CITY OF SACHSE
3815 B SACHSE RD
SACHSE TX 75048

INSTALL AT:

CITY OF SACHSE
SACHSE COMMUNITY CENTER
3815 E SACHSE RD
SACHSE TX 75048
NATIONAL - ONMINA/NIPA #P15-150

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
6	2	NCCB002S	CASEGOODS, LOCK CORE & KEY, SILVER, NO 002 ***NATIONAL OFFICE FURNITURE, INC. Tag(s): 217 OPEN OFFICE List Price: 16.00 Discount Off List: 55.00 %	7.20	14.40
7	1	83N24RDL VSK STD SK	FOOTINGS, 24DIA, ROUND TOP, HPL SOFTENED PVC, SKYLINE STANDARD LAMINATE SKYLINE ***NATIONAL OFFICE FURNITURE, INC. Tag(s): 217 OPEN OFFICE List Price: 373.00 Discount Off List: 55.00 %	167.85	167.85
8	1	CBV2115XBP X 501 501	FOOTINGS, 21WX15H, X BASE, STATIC NO CUTOUT PLATINUM METALLIC PLATINUM METALLIC ***NATIONAL OFFICE FURNITURE, INC. Tag(s): 217 OPEN OFFICE List Price: 375.00 Discount Off List: 55.00 %	168.75	168.75
9	1	WW1572TSL V488 STD 488	WAVEWORKS, 15DX72W, RECEPTION COUNTER KIT, HPL SOFTENED PVC, FROSTY WHITE STANDARD LAMINATE FROSTY WHITE ***NATIONAL OFFICE FURNITURE, INC. Tag(s): 217 OPEN OFFICE List Price: 579.00 Discount Off List: 55.00 %	260.55	260.55
10	1	WW1578TSL V488 STD 488	WAVEWORKS, 15DX78W, RECEPTION COUNTER KIT, HPL SOFTENED PVC, FROSTY WHITE STANDARD LAMINATE FROSTY WHITE ***NATIONAL OFFICE FURNITURE, INC. Tag(s): 217 OPEN OFFICE List Price: 612.00 Discount Off List: 55.00 %	275.40	275.40
11	1	WW2318PUFFL 88PL X	WAVEWORKS, 23DX18W, PEDESTAL, FILE/FILE, UND ERSURFACE, LAMINATE LEVEL, PLATINUM METALLIC NO GROMMET CONTINUED...	347.40	347.40



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PROPOSAL #: 53697
DATE: 09/26/19
SALESPERSON: TRACY MADANS
CLIENT #: 11959
PROJECT #: 3-2350
CUSTOMER PO:

PROPOSAL FOR:

CITY OF SACHSE
3815 B SACHSE RD
SACHSE TX 75048

INSTALL AT:

CITY OF SACHSE
SACHSE COMMUNITY CENTER
3815 E SACHSE RD
SACHSE TX 75048
NATIONAL - ONMINA/NIPA #P15-150

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		KS1S	SPECIFY 1 SILVER CORE SEPARATE		
		SK	SKYLINE		
		SK	SKYLINE		
			***NATIONAL OFFICE FURNITURE, INC.		
			Tag(s): 217 OPEN OFFICE		
			List Price: 772.00		
			Discount Off List: 55.00 %		
12	1	WW2318PUBBF L	WAVEWORKS, 23DX18W, PEDESTAL, BOX/BOX/FILE, UNDERSURFACE, LAM	347.40	347.40
		88PL	LEVEL, PLATINUM METALLIC		
		X	NO GROMMET		
		KS1S	SPECIFY 1 SILVER CORE SEPARATE		
		SK	SKYLINE		
		SK	SKYLINE		
			***NATIONAL OFFICE FURNITURE, INC.		
			Tag(s): 217 OPEN OFFICE		
			List Price: 772.00		
			Discount Off List: 55.00 %		
13	1	WW2460RSTFR L	WAVEWORKS, 24DX60W, RECEPTION RETURN, RIGHT, HPL	625.05	625.05
		V488	SOFTENED PVC, FROSTY WHITE		
		G11PLC	GROMMET, PLATINUM, CENTER		
		STD	STANDARD LAMINATE		
		488	FROSTY WHITE		
		SK	SKYLINE		
			***NATIONAL OFFICE FURNITURE, INC.		
			Tag(s): 217 OPEN OFFICE		
			List Price: 1389.00		
			Discount Off List: 55.00 %		
14	1	WW2572DSTF3 L	WAVEWORKS, 25DX72W, RECEPTION DESK SHELL, ACCENT, HPL	990.00	990.00
		V488	SOFTENED PVC, FROSTY WHITE		
		G11PLC	GROMMET, PLATINUM, CENTER		
		STD	STANDARD LAMINATE		
		488	FROSTY WHITE		
		SK	SKYLINE		
		SK	SKYLINE		
			***NATIONAL OFFICE FURNITURE, INC.		
			Tag(s): 217 OPEN OFFICE		
			List Price: 2200.00		
			Discount Off List: 55.00 %		
			Subtotal for 217 OPEN OFFICE		3,196.80



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PROPOSAL #: 53697
DATE: 09/26/19
SALESPERSON: TRACY MADANS
CLIENT #: 11959
PROJECT #: 3-2350
CUSTOMER PO:

PROPOSAL FOR:

CITY OF SACHSE
3815 B SACHSE RD
SACHSE TX 75048

INSTALL AT:

CITY OF SACHSE
SACHSE COMMUNITY CENTER
3815 E SACHSE RD
SACHSE TX 75048
NATIONAL - ONMINA/NIPA #P15-150

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
16	4	NCCB006S	CASEGOODS, LOCK CORE & KEY, SILVER, NO 006 ***NATIONAL OFFICE FURNITURE, INC. Tag(s): 218 & 219 OFFICE List Price: 16.00 Discount Off List: 55.00 %	7.20	28.80
17	5	NCCB005S	CASEGOODS, LOCK CORE & KEY, SILVER, NO 005 ***NATIONAL OFFICE FURNITURE, INC. Tag(s): 218 & 219 OFFICE List Price: 16.00 Discount Off List: 55.00 %	7.20	36.00
18	1	NAC3619TBRA A 3713	ACCESSORIES, 35 15/16WX19 1/2H, TACKBOARD, RAILROAD GRADE A REPETITION STAINLESS ***NATIONAL OFFICE FURNITURE, INC. Tag(s): 218 & 219 OFFICE List Price: 321.00 Discount Off List: 55.00 %	144.45	144.45
19	1	NAC4819TBRA A 3713	ACCESSORIES, 47 7/8WX19 1/2H, TACKBOARD, RAILROAD GRADE A REPETITION STAINLESS ***NATIONAL OFFICE FURNITURE, INC. Tag(s): 218 & 219 OFFICE List Price: 381.00 Discount Off List: 55.00 %	171.45	171.45
20	1	WW2442BEFHL V488 G11PLC STD 488 SK	WAVEWORKS, 24DX42W, BRIDGE, HINGED MODESTY, HPL SOFTENED PVC, FROSTY WHITE GROMMET, PLATINUM, CENTER STANDARD LAMINATE FROSTY WHITE SKYLINE ***NATIONAL OFFICE FURNITURE, INC. Tag(s): 218 & 219 OFFICE List Price: 563.00 Discount Off List: 55.00 %	253.35	253.35
21	2	NAC3019TBRA A 3713	ACCESSORIES, 29 15/16WX19 1/2H, TACKBOARD, RAILROAD GRADE A REPETITION STAINLESS ***NATIONAL OFFICE FURNITURE, INC. CONTINUED...	132.75	265.50



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PROPOSAL #: 53697
DATE: 09/26/19
SALESPERSON: TRACY MADANS
CLIENT #: 11959
PROJECT #: 3-2350
CUSTOMER PO:

PROPOSAL FOR:

CITY OF SACHSE
3815 B SACHSE RD
SACHSE TX 75048

INSTALL AT:

CITY OF SACHSE
SACHSE COMMUNITY CENTER
3815 E SACHSE RD
SACHSE TX 75048
NATIONAL - ONMINA/NIPA #P15-150

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			Tag(s): 218 & 219 OFFICE List Price: 295.00 Discount Off List: 55.00 %		
22	1	WW3618SOHML	WAVEWORKS, 36WX18H, OVERHEAD, DOORS, WALL MOUNT, LAMINATE KS1S SPECIFY 1 SILVER CORE SEPARATE SK SKYLINE SK SKYLINE ***NATIONAL OFFICE FURNITURE, INC. Tag(s): 218 & 219 OFFICE List Price: 667.00 Discount Off List: 55.00 %	300.15	300.15
23	1	WW4818SOHML	WAVEWORKS, 48WX18H, OVERHEAD, DOORS, WALL MOUNT, LAMINATE KS2S SPECIFY 2 SILVER CORE SEPARATE SK SKYLINE SK SKYLINE ***NATIONAL OFFICE FURNITURE, INC. Tag(s): 218 & 219 OFFICE List Price: 758.00 Discount Off List: 55.00 %	341.10	341.10
24	4	NAC25TLB	ACCESSORIES, 25W, TASK LIGHT, BLACK, 14 WATTS ***NATIONAL OFFICE FURNITURE, INC. Tag(s): 218 & 219 OFFICE List Price: 240.00 Discount Off List: 55.00 %	108.00	432.00
25	2	WW3018SOHML	WAVEWORKS, 30WX18H, OVERHEAD, DOORS, WALL MOUNT, LAMINATE KS1S SPECIFY 1 SILVER CORE SEPARATE SK SKYLINE SK SKYLINE ***NATIONAL OFFICE FURNITURE, INC. Tag(s): 218 & 219 OFFICE List Price: 609.00 Discount Off List: 55.00 %	274.05	548.10
26	1	WW2448RREFL	WAVEWORKS, 24DX48W, RETURN, RIGHT, FILE/FILE 2, HPL V488 SOFTENED PVC, FROSTY WHITE 88PL LEVEL, PLATINUM METALLIC G11PLC GROMMET, PLATINUM, CENTER CONTINUED...	561.15	561.15



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PROPOSAL #: 53697
DATE: 09/26/19
SALESPERSON: TRACY MADANS
CLIENT #: 11959
PROJECT #: 3-2350
CUSTOMER PO:

PROPOSAL FOR:

CITY OF SACHSE
3815 B SACHSE RD
SACHSE TX 75048

INSTALL AT:

CITY OF SACHSE
SACHSE COMMUNITY CENTER
3815 E SACHSE RD
SACHSE TX 75048
NATIONAL - ONMINA/NIPA #P15-150

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		KS1S STD 488 SK SK	SPECIFY 1 SILVER CORE SEPARATE STANDARD LAMINATE FROSTY WHITE SKYLINE SKYLINE ***NATIONAL OFFICE FURNITURE, INC. Tag(s): 218 & 219 OFFICE List Price: 1247.00 Discount Off List: 55.00 %		
27	2	WW3653BCOFL SK	WAVEWORKS, 36WX53H, BOOKCASE, OPEN, FREESTAN DING, LAMINATE SKYLINE ***NATIONAL OFFICE FURNITURE, INC. Tag(s): 218 & 219 OFFICE List Price: 761.00 Discount Off List: 55.00 %	342.45	684.90
28	1	WW2466CRFL2 V488 88PL G11PLL KS1S STD 488 SK SK	WAVEWORKS, 24DX66W, CREDENZA, RIGHT PED, FILE/FILE, HPL SOFTENED PVC, FROSTY WHITE LEVEL, PLATINUM METALLIC GROMMET, PLATINUM, LEFT SPECIFY 1 SILVER CORE SEPARATE STANDARD LAMINATE FROSTY WHITE SKYLINE SKYLINE ***NATIONAL OFFICE FURNITURE, INC. Tag(s): 218 & 219 OFFICE List Price: 1661.00 Discount Off List: 55.00 %	747.45	747.45
29	2	WW3066DLFBL 1 V488 88PL G11PLR KS1S STD 488 SK SK	WAVEWORKS, 30DX66W, DESK, LEFT, BREAKFRONT, B BF, HPL SOFTENED PVC, FROSTY WHITE LEVEL, PLATINUM METALLIC GROMMET, PLATINUM, RIGHT SPECIFY 1 SILVER CORE SEPARATE STANDARD LAMINATE FROSTY WHITE SKYLINE SKYLINE ***NATIONAL OFFICE FURNITURE, INC. Tag(s): 218 & 219 OFFICE List Price: 1952.00 Discount Off List: 55.00 %	878.40	1,756.80



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2651 N. Harwood, Suite 300
Dallas, Texas 75201
P 214 741 9667
F 214 741 9669

PROPOSAL #: 53697
DATE: 09/26/19
SALESPERSON: TRACY MADANS
CLIENT #: 11959
PROJECT #: 3-2350
CUSTOMER PO:

PROPOSAL FOR:

CITY OF SACHSE
3815 B SACHSE RD
SACHSE TX 75048

INSTALL AT:

CITY OF SACHSE
SACHSE COMMUNITY CENTER
3815 E SACHSE RD
SACHSE TX 75048
NATIONAL - ONMINA/NIPA #P15-150

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			Subtotal for 218 & 219 OFFICE		6,271.20
31	1		NATIONAL TARIFF	250.07	250.07
			***NATIONAL OFFICE FURNITURE, INC. Tag(s): Z_FREIGHT List Price: 250.07		
			Subtotal for Z_FREIGHT		250.07

SUBTOTAL....: 15,498.32

ACCEPTED BY: _____

DATE ACCEPTED: _____

TOTAL.....: 15,498.32



workplacesolutions
2651 N. Harwood, Suite 300
Dallas, Texas 75201
P 214 741 9667
F 214 741 9669

PROPOSAL #: 53696
DATE: 09/26/19
SALESPERSON: TRACY MADANS
CLIENT #: 11959
PROJECT #: 3-2350
CUSTOMER PO:

PROPOSAL FOR:

CITY OF SACHSE
3815-B SACHSE RD
SACHSE TX 75048

INSTALL AT:

CITY OF SACHSE
SACHSE COMMUNITY CENTER
3815 E SACHSE RD
SACHSE TX 75048
KIMBALL - NIPA #P15-150-DT

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	3	K92RO2018U	JOELLE, ROUND OTTOMAN 18H, UPHOLSTERED TOP	423.72	1,271.16
		CFSF	CF STINSON GRADE F		
		IPS_83	IMPRESS ZEST		
		CFSF	CF STINSON GRADE F		
		IPS_83	IMPRESS ZEST		
		MATCH	CLOSEST MATCH		
		X	NONE		
		X	NONE		
		C32	BLACK SOFT DUAL WHEEL, 37MM		
			***KIMBALL		
			Tag(s): 101 LOBBY		
			List Price: 963.00		
			Discount Off List: 56.00 %		
2	2	K92RO4018L	JOELLE, ROUND OTTOMAN HPL TOP 3MM VIN SQ	1,085.04	2,170.08
			EDGE		
		ARCQ	ARCCOM GRADE Q		
		FRAG_63184	FRAGMENT STONEWARE		
		MATCH	CLOSEST MATCH		
		P	1/8" MOLDED VIN		
		STD	STANDARD GROUP 1		
		CO	CANYON		
		X	NONE		
		C22	3/4" SOFT GLIDE		
			***KIMBALL		
			Tag(s): 101 LOBBY		
			List Price: 2466.00		
			Discount Off List: 56.00 %		
3	8	K92130A	JOELLE, 30" WIDE, ANGLED BACK LOUNGE,	727.76	5,822.08
			ARMLESS		
		COM	CUSTOMER'S OWN MATERIAL		
		SPECIAL	BACK UPHOLSTERY PATTERN COLOR		
		3494-703	DESIGNTEX AZALEA LEAVES 3494-703		
		COM	CUSTOMER'S OWN MATERIAL		
		SPECIAL	SEAT UPHOLSTERY PATTERN COLOR		
		09134695	MOMENTUM EON MINERAL 09134695		
		501	PLATINUM		
		X	NO POWER GROMMET		
			***KIMBALL		
			Tag(s): 101 LOBBY		
			List Price: 1654.00		
			Discount Off List: 56.00 %		
4	13	3494-703	DESIGNTEX AZALEA LEAVES 3494-703	75.71	984.23
		*	APPLIED TO (8) KIMBALL JOELLE K92130A BACK ONLY		
		*	TESTED AND APPROVED		
		*	BACK: 1.6 YARDS PER		
			DESIGNTEX GROUP		
			Tag(s): 101 LOBBY		
			CONTINUED...		



workplacesolutions
2651 N. Harwood, Suite 300
Dallas, Texas 75201
P 214 741 9667
F 214 741 9669

PROPOSAL #: 53696
DATE: 09/26/19
SALESPERSON: TRACY MADANS
CLIENT #: 11959
PROJECT #: 3-2350
CUSTOMER PO:

PROPOSAL FOR:

CITY OF SACHSE
3815 B SACHSE RD
SACHSE TX 75048

INSTALL AT:

CITY OF SACHSE
SACHSE COMMUNITY CENTER
3815 E SACHSE RD
SACHSE TX 75048
KIMBALL - NIPA #P15-150-DT

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			List Price: 172.10 Discount Off List: 56.01 %		
5	13	09134695	MOMENTUM EON MINERAL 09134695 APPLIED TO (8) KIMBALL JOELLE K92130A SEAT ONLY TESTED AND APPROVED SEAT: 1.6 YARDS PER MOMENTUM TEXTILES, INC. Tag(s): 101 LOBBY List Price: 118.49 Discount Off List: 56.00 %	52.14	677.82
			Subtotal for 101 LOBBY		10,925.37
7	2	K781XA	BLOOM, LOUNGE, 1-SEAT, AUTO RETURN CF STINSON GRADE F IMPRESS NAVY CF STINSON GRADE F IMPRESS NAVY CF STINSON GRADE F IMPRESS NAVY LIGHT BRUSHED ALUMINUM CLEAR GLIDE ***KIMBALL Tag(s): 105 LOUNGE List Price: 2411.00 Discount Off List: 56.00 %	1,060.84	2,121.68
8	2	K781XA	BLOOM, LOUNGE, 1-SEAT, AUTO RETURN CF STINSON GRADE F IMPRESS ZEST CF STINSON GRADE F IMPRESS ZEST CF STINSON GRADE F IMPRESS ZEST LIGHT BRUSHED ALUMINUM CLEAR GLIDE ***KIMBALL Tag(s): 105 LOUNGE List Price: 2411.00 Discount Off List: 56.00 %	1,060.84	2,121.68
			Subtotal for 105 LOUNGE		4,243.36



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 2651 N. Harwood, Suite 300
 Dallas, Texas 75201
 P 214 741 9667
 F 214 741 9669

PROPOSAL #: 53696
DATE: 09/26/19
SALESPERSON: TRACY MADANS
CLIENT #: 11959
PROJECT #: 3-2350
CUSTOMER PO:

PROPOSAL FOR:

CITY OF SACHSE
 3815 B SACHSE RD
 SACHSE TX 75048

INSTALL AT:

CITY OF SACHSE
 SACHSE COMMUNITY CENTER
 3815 E SACHSE RD
 SACHSE TX 75048
 KIMBALL - NIPA #P15-150-DT

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
10	1	K92MO24L	JOELLE, MODULAR OTTOMAN HPL TOP 3MM VIN SQ EDGE CARJ CARNEGIE GRADE J 6084_4 MOTO 4 MATCH CLOSEST MATCH P 1/8" MOLDED VIN STD STANDARD GROUP 1 CO CANYON 501 PLATINUM X NO POWER GROMMET X NO POWER GROMMET ***KIMBALL Tag(s): 222 LOBBY List Price: 1591.00 Discount Off List: 56.00 %	700.04	700.04
11	3	K92RO2018U	JOELLE, ROUND OTTOMAN 18H, UPHOLSTERED TOP CFSF CF STINSON GRADE F IPS_85 IMPRESS NAVY CFSF CF STINSON GRADE F IPS_85 IMPRESS NAVY MATCH CLOSEST MATCH X NONE X NONE C32 BLACK SOFT DUAL WHEEL, 37MM ***KIMBALL Tag(s): 222 LOBBY List Price: 963.00 Discount Off List: 56.00 %	423.72	1,271.16
12	2	K92130A	JOELLE, 30"" WIDE, ANGLED BACK LOUNGE, ARMLESS ARCI ARCCOM GRADE I SOL_62495 SOLITUDE SKY ARCI ARCCOM GRADE I SOL_62495 SOLITUDE SKY 501 PLATINUM X NO POWER GROMMET ***KIMBALL Tag(s): 222 LOBBY List Price: 2251.00 Discount Off List: 56.00 % Subtotal for 222 LOBBY	990.44	1,980.88 3,952.08
14	1	FREIGHT	KIMBALL TARIFF ***KIMBALL CONTINUED...	292.83	292.83



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2651 N. Harwood, Suite 300
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P 214 741 9667
F 214 741 9669

PROPOSAL #: 53696
DATE: 09/26/19
SALESPERSON: TRACY MADANS
CLIENT #: 11959
PROJECT #: 3-2350
CUSTOMER PO:

PROPOSAL FOR:

CITY OF SACHSE
3815 B SACHSE RD
SACHSE TX 75048

INSTALL AT:

CITY OF SACHSE
SACHSE COMMUNITY CENTER
3815 E SACHSE RD
SACHSE TX 75048
KIMBALL - NIPA #P15-150-DT

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			Tag(s): Z_FREIGHT List Price: 292.83		
15	1	FREIGHT	DESIGNTEX FREIGHT TO KIMBALL (8) YDS 3494-703	135.71	135.71
			DESIGNTEX GROUP Tag(s): Z_FREIGHT List Price: 135.71		
16	1	FREIGHT	MOMENTUM FREIGHT TO KIMBALL (13) YDS 09134695	135.71	135.71
			MOMENTUM TEXTILES, INC. Tag(s): Z_FREIGHT List Price: 135.71		
			Subtotal for Z_FREIGHT		564.25

SUBTOTAL.....: 19,685.06

ACCEPTED BY: _____

DATE ACCEPTED: _____

TOTAL.....: 19,685.06

**workplacesolutions**

2651 N. Harwood, Suite 300
 Dallas, Texas 75201
 P 214 741 9667
 F 214 741 9669

PROPOSAL #: 53699
DATE: 09/26/19
SALESPERSON: TRACY MADANS
CLIENT #: 11959
PROJECT #: 3-2350
CUSTOMER PO:

PROPOSAL FOR:

CITY OF SACHSE
 3815-B SACHSE RD
 SACHSE TX 75048

INSTALL AT:

CITY OF SACHSE
 SACHSE COMMUNITY CENTER
 3815 E SACHSE RD
 SACHSE TX 75048
 TEKNION - NIPA/OMNIA #R14221

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	1	ATCCL30	Circular Lounge Table, 1 19"h Mono-Pod Base, 30"	289.14	289.14
		~D	Seamless Color		
		~1	Group 1		
		ZA	Storm White		
		X	Seamless Full Knife		
		~Mica	Mica Colors		
		7	Platinum (Satin)		
			TEKNION, INC		
			Tag(s): 105 LOUNGE		
			List Price: 732.00		
			Discount Off List: 60.50 %		
			Subtotal for 105 LOUNGE		289.14
3	3	SOKL02	Set of Keys Alike, 2 Sets of Cores	0.00	0.00
			TEKNION, INC		
			Tag(s): 205,210,213 CLASSROO		
			Discount Off List: 62.00 %		
4	6	BSCD183666	Storage Cabinet - Solid Doors, 18"d x 36"w x 66"h	486.40	2,918.40
		~S	Source Laminate		
		LY	Granite		
		JY	Granite		
		~SrcLam	Source Laminate		
		LY	Granite		
		9	Rectilinear		
		~Mica	Mica Colors		
		7	Platinum (Satin)		
		K	Key Alike		
			TEKNION, INC		
			Tag(s): 205,210,213 CLASSROO		
			List Price: 1280.00		
			Discount Off List: 62.00 %		
			Subtotal for 205,210,213 CLASSROO		2,918.40
6	1	SOKL02	Set of Keys Alike, 2 Sets of Cores	0.00	0.00
			TEKNION, INC		
			Tag(s): 206 CLASSROOM		
			Discount Off List: 62.00 %		
7	2	BSCD183666	Storage Cabinet - Solid Doors, 18"d x 36"w x 66"h	486.40	972.80
		~S	Source Laminate		
			CONTINUED...		



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PROPOSAL #: 53699
DATE: 09/26/19
SALESPERSON: TRACY MADANS
CLIENT #: 11959
PROJECT #: 3-2350
CUSTOMER PO:

PROPOSAL FOR:

CITY OF SACHSE
 3815 B SACHSE RD
 SACHSE TX 75048

INSTALL AT:

CITY OF SACHSE
 SACHSE COMMUNITY CENTER
 3815 E SACHSE RD
 SACHSE TX 75048
 TEKNION - NIPA/OMNIA #R14221

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		LY	Granite		
		JY	Granite		
		~SrcLam	Source Laminate		
		LY	Granite		
		9	Rectilinear		
		~Mica	Mica Colors		
		7	Platinum (Satin)		
		K	Key Alike		
			TEKNION, INC		
			Tag(s): 206 CLASSROOM		
			List Price: 1280.00		
			Discount Off List: 62.00 %		
			Subtotal for 206 CLASSROOM		972.80
9	4	LBT50C1836	Bookshelf, Five-High, Combo height, 18"d x 36"w	390.84	1,563.36
		~Foundat	Foundation Colors		
		51	Granite (Satin)		
			TEKNION, INC		
			Tag(s): 215 STORAGE		
			List Price: 1231.00		
			Discount Off List: 68.25 %		
			Subtotal for 215 STORAGE		1,563.36
11	1	SOKL06	Set of Keys Alike, 6 Sets of Cores	0.00	0.00
			TEKNION, INC		
			Tag(s): 217 OPEN OFFICE		
			Discount Off List: 68.25 %		
12	1	PLSTNC1836	Storage Top for Clusters Without End Units, 2 Back to Back Units, 18"d x 36"w	123.51	123.51
		~A	Foundation Laminate		
		LW	Storm White		
		ST	Storm White Trim Color		
			TEKNION, INC		
			Tag(s): 217 OPEN OFFICE		
			List Price: 389.00		
			Discount Off List: 68.25 %		
13	1	PLSTND1836	Storage Top for Clusters Without End Units, Back to Back Cluster of 4 Units, 18"d x 36"w	216.54	216.54
		~A	Foundation Laminate		
			CONTINUED...		



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PROPOSAL #: 53699
DATE: 09/26/19
SALESPERSON: TRACY MADANS
CLIENT #: 11959
PROJECT #: 3-2350
CUSTOMER PO:

PROPOSAL FOR:

CITY OF SACHSE
 3815 B SACHSE RD
 SACHSE TX 75048

INSTALL AT:

CITY OF SACHSE
 SACHSE COMMUNITY CENTER
 3815 E SACHSE RD
 SACHSE TX 75048
 TEKNION - NIPA/OMNIA #R14221

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		LW	Storm White		
		ST	Storm White Trim Color		
			TEKNION, INC		
			Tag(s): 217 OPEN OFFICE		
			List Price: 682.00		
			Discount Off List: 68.25 %		
14	2	NPRGC	Projek Guest Chair Dual Upholstery, Cantilever	302.58	605.16
		S6	Veil Grau		
		~F01	Fabric Grade 1		
		~03	Stimuli		
		S147	Rush		
		8B	Ebony		
		8B	Ebony		
		C6	Chrome		
			TEKNION, INC		
			Tag(s): 217 OPEN OFFICE		
			List Price: 738.00		
			Discount Off List: 59.00 %		
15	6	LLF30C1836D 1A	Lat File,Three-High,Combo,18"dx36"w,Metal Front,Full Pull	509.59	3,057.54
		~Foundat	Foundation Colors		
		74	Storm White (Textured)		
		K	Key Alike		
		W2	Counterweight Only		
			TEKNION, INC		
			Tag(s): 217 OPEN OFFICE		
			List Price: 1605.00		
			Discount Off List: 68.25 %		
			Subtotal for 217 OPEN OFFICE		4,002.75
17	4	NPRGC	Projek Guest Chair Dual Upholstery, Cantilever	302.58	1,210.32
		S6	Veil Grau		
		~F01	Fabric Grade 1		
		~03	Stimuli		
		S147	Rush		
		8B	Ebony		
		8B	Ebony		
		C6	Chrome		
			TEKNION, INC		
			Tag(s): 218 & 219 OFFICE		
			List Price: 738.00		
			CONTINUED...		



workplacesolutions
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Dallas, Texas 75201
P 214 741 9667
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PROPOSAL #: 53699
DATE: 09/26/19
SALESPERSON: TRACY MADANS
CLIENT #: 11959
PROJECT #: 3-2350
CUSTOMER PO:

PROPOSAL FOR:

CITY OF SACHSE
3815 B SACHSE RD
SACHSE TX 75048

INSTALL AT:

CITY OF SACHSE
SACHSE COMMUNITY CENTER
3815 E SACHSE RD
SACHSE TX 75048
TEKNION - NIPA/OMNIA #R14221

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
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Discount Off List: 59.00 %

Subtotal for 218 & 219 OFFICE 1,210.32

SUBTOTAL..... 10,956.77

ACCEPTED BY: _____

DATE ACCEPTED: _____

TOTAL.....
===== 10,956.77



workplacesolutions
2651 N. Harwood, Suite 300
Dallas, Texas 75201
P 214 741 9667
F 214 741 9669

PROPOSAL #: 53698
DATE: 09/26/19
SALESPERSON: TRACY MADANS
CLIENT #: 11959
PROJECT #: 3-2350
CUSTOMER PO:

PROPOSAL FOR:

CITY OF SACHSE
3815-B SACHSE RD
SACHSE TX 75048

INSTALL AT:

CITY OF SACHSE
SACHSE COMMUNITY CENTER
3815 E SACHSE RD
SACHSE TX 75048
OFS - OMNIA/NIPA #R142213

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
Per region 4 ESC contract #R142213					
1	1	83-6026DSD	Rowen, Door Storage/Open Storage/Door Storage Credenza 60.25x20x26	1,729.56	1,729.56
		~VEN	Veneer		
		B4Z	Quartered		
		OSL	Oslo		
		OSL	Oslo		
		FSTD	Fixed Shelf and Tray Drawers		
		MSL	Luster Grey		
		NM	Locking (available on TFL, wood, doors only)		
		OFS BRANDS			
		Tag(s): 105 LOUNGE			
		List Price: 4118.00			
		Discount Off List: 58.00 %			

SUBTOTAL..... 1,729.56

ACCEPTED BY: _____

DATE ACCEPTED: _____

TOTAL..... 1,729.56

**Agenda Item Details**

Meeting	Oct 07, 2019 - Regular Combined City Council Meeting
Category	E. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	8. Approve a Memorandum of Agreement regarding electrical service between the City of Sachse and the Sachse Historical Society.
Access	Public
Type	Action (Consent)
Preferred Date	Oct 07, 2019
Absolute Date	Oct 07, 2019
Recommended Action	Approve a Memorandum of Agreement regarding electrical service between the City of Sachse and the Sachse Historical Society.

Public Content**BACKGROUND**

Since 2004, the Sachse Historical Society has leased a City building at 3033 Sixth Street from the City of Sachse. The Sachse Historical Society utilizes this building as its museum, which is a great benefit to the community and to Sachse residents. The Sachse Historical Society approached the City to request that it join the City's electric contract in an attempt to achieve better pricing.

POLICY CONSIDERATIONS

This memorandum of agreement allows the Sachse Historical Society to obtain electric services at a reduced price because of the larger contract.

RECOMMENDATION

Approve a Memorandum of Agreement regarding electrical service between the City of Sachse and the Sachse Historical Society.

20190920-Sachse MOA Regarding Electrical Service with Sachse Historical Society-111062.docx (18 KB)

Sachse Historical Society Lease Agreement - 2004 (signed).pdf (837 KB)

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

STATE OF TEXAS §
 § LEASE AGREEMENT
COUNTY OF DALLAS §

This Lease is entered into between the City of Sachse, Texas ("Landlord") and Sachse Historical Society ("Tenant").

In consideration of the mutual covenants and agreements of this lease, and other good and valuable consideration, Landlord demises and leases to Tenant, and Tenant leases from Landlord, the building located at 3033 Sixth Street, Sachse, Dallas county, Texas, legally described in Exhibit "A" and depicted in Exhibit "B", which are attached hereto and set forth herein for all purposes. The premises are referred to in this lease as "the premises" or "the leased premises." The building is referred to as "the Building."

I. TERM OF LEASE

1.01 **Term:** The term of this lease is fifty (50) years, beginning on the 6th day of January, 2004, and ending on the 31st day of December, 2053, unless terminated sooner or extended as provided in this lease. However, Landlord may terminate this lease in the event Landlord shall sell, transfer or convey the premises to an unrelated person or entity by providing the Tenant 365 days prior written notice thereof. In the event of such termination by Landlord, the Landlord shall reimburse Tenant for the verified cost of improvements made to the premises on a pro-rated basis based on the number of years the premises is occupied by Tenant x verified cost of improvements. For illustration purposes only assume Tenant expends \$10,000 in verified cost of improvements to the premises and the Landlord terminates the lease after 25 years of occupancy by the Tenant, the amount of reimbursement owed by Landlord to Tenant is \$5,000.

1.02 **Holdover:** If Tenant holds over and continues in possession of the premises after the lease term (or any extension of it) expires, Tenant will be considered to be occupying the premises (*at will or on a month-to-month tenancy*), subject to all of the terms of this lease.

II. RENT

2.01 **Basic Rent:** Tenant will pay Landlord \$1.00 per year, from the beginning of the lease term and throughout the original lease term. The total rent due throughout the term shall be paid in advance upon execution of this lease.

III. USES OF PREMISES

3.01 **Permitted Use:** Tenant will use the premises only for the Sachse Historical Society Museum, unless Landlord gives Tenant prior written consent for a different use.

3.02 **Insurance Hazards:** Tenant may not use, or permit using, the premises in any manner (excluding the present type of use of the premises by Tenant) that will cause a

cancellation of, or an increase in, the existing rates for fire, liability, or other insurance policies covering the premises or any improvements on them, or insuring Landlord for any liability in connection with owning the premises. Tenant shall during the term hereof, at its sole expense, maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Tenant's lease of the premises with a minimum combined single limit of not less than \$1 Million Dollars per occurrence for injury to persons (including death), and for property damage with an aggregate of not less than \$1 Million Dollars; (2) a policy of comprehensive general liability (public) insurance with a minimum combined single limit of not less than \$1 Million Dollars per occurrence with an aggregate of not less than \$1 Million Dollars. All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the Landlord, its officers, agents and employees as additional insureds as to all applicable coverage; (2) provide for at least thirty (30) days prior written notice to the Landlord for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the Landlord for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance shall be submitted prior to the occupancy of the Premises.

3.03 **Compliance with Laws:**

(a) Tenant may not use, or permit using, the premises in any manner that results in waste of premises or constitutes a nuisance or for any illegal purpose. Tenant, at its own expense, will comply, and will cause its officers, employees, agents and invitees to comply, with all applicable laws, ordinances, and governmental rules and regulations concerning the use of the premises, including Hazardous Materials Laws.

(b) "Hazardous Materials" means any substance, material, or waste that is or becomes regulated by any local governmental agency, the State of Texas, or the Federal Government, including, but not limited to, any material or substance that is (1) *designated as a "hazardous substance" pursuant to § 311 of the Clean Water Act, 33 U.S.C. § 1251 et. seq., or listed pursuant to § 307 of the Clean Water Act, 33 U.S.C. § 1317, (2) defined as a "hazardous substance" pursuant to § 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et. seq., (3) defined as a "hazardous waste" pursuant to § 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et. seq., (4) petroleum, (5) asbestos, and (6) polychlorinated biphenyls].*

3.04 **Condition of Premises:** Tenant acknowledges and agrees and does hereby accept the premises AS IS with all faults. Tenant shall, without cost to Landlord, be responsible for the design and construction of all Tenant finish out for the premises including exterior improvements.

IV. SERVICES, MAINTENANCE, AND SURRENDER

4.01 **Maintenance by Landlord:** So long as Tenant is not in default under this lease, Landlord will maintain the structure of the Building, including but not limited to the heating and air conditioning units, roof, exterior walls (including windows), floors, and foundations, at its sole expense. The Landlord shall maintain the grounds outside of the fenced display area, the parking lot, the streetlights at the Building and improvements added by the Tenant.

4.02 **Maintenance and Surrender by Tenant:** Except as provided in § 4.01, Tenant will maintain the leased premises and keep them free from waste or nuisance throughout the lease term and any extensions of it. When the lease terminates, Tenant must deliver the premises in as good a state of repair and condition as they existed when Landlord delivered possession to Tenant, except for reasonable wear and tear commensurate with the age of the Premises and damage by fire, tornado, or other casualty. If Tenant neglects to reasonably maintain the premises, Landlord may, but is not required to, cause repairs or corrections to be made. Any reasonable costs incurred for repairs or corrections for which Tenant is responsible under this section are payable to Tenant to Landlord as a reimbursement on the next rental installment date.

V. UTILITIES AND TAXES

Utilities and Taxes on Tenant's Property: In addition to the rent specified in Article III, Tenant, will pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and all other utilities used on the premises throughout the lease term, including any connection fees. Tenant shall also pay all ad valorem taxes, if any, assessed against the leased premises and any improvements constructed by Tenant during the lease term. Tenant may, in good faith, at its own expense (in its own name as Tenant may determine appropriate), contest any such assessment or taxes. Landlord, at no cost or expense to Landlord, shall reasonably cooperate with Tenant in contesting any such assessment; provided, however, Landlord shall not in any way become liable for the payment of any such assessment or taxes, nor be held responsible for the outcome of any contest of assessments or taxes filed by Tenant will pay all taxes levied or assessed against personal property, furniture, or fixtures it places in or on the premises. If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property, and Landlord elects to pay them, or if the assessed value of Landlord's property is increased by including personal property, furniture, or fixtures placed by Tenant in the premises, and Landlord elects to pay the taxes based on the increase, Tenant must, upon demand, pay Landlord the part of the taxes for which Tenant is primarily liable under this article.

VI. ALTERATIONS, ADDITIONS, IMPROVEMENTS AND FIXTURES

6.01 **Consent of Landlord:** Tenant may not make any alterations, additions, or improvements to the premises without Landlord's prior written consent.

6.02 **Property of Landlord:** All alterations, additions, or improvements made by Tenant will become Landlord's property when the lease terminates.

6.03 **Trade Fixtures:** Tenant has the right at all times to erect or install furniture and fixtures, as long as Tenant complies with all applicable governmental laws, ordinances, and regulations. Tenant may remove such items when this lease terminates, if Tenant is not in default at that time and the fixtures can be removed with structural damage to the Premises. Before this lease terminates, Tenant must repair any damage caused by removing any fixtures and should have 15 days to comply. Any furniture or fixtures not removed by Tenant when this lease terminates are considered abandoned by Tenant and automatically become Landlord's property.

6.04 **Construction by Tenant:** Tenant shall have the right during the term of this Lease to erect, maintain, alter, remodel, reconstruct, or rebuild the improvements on the premises, subject to the following general conditions:

1. Tenant bears cost of any such work.
2. The premises shall at all times kept free of mechanics' and material men's liens.
3. Any improvements constructed on the premises shall be approved by Landlord pursuant to § 6.05 herein and if remaining at the end of the lease term, shall become the property of Landlord.
4. Any removal of improvements must be pre-approved by Landlord.

6.05 **Landlord's Approval:** The following rules govern Landlord's approval of construction, additions, and alterations of the building or other improvements:

- (a) Written approval required. No building or other improvement may be constructed unless the plans, specifications, and proposed location of the building or other improvement has received Landlord's written approval. No material addition to or alterations of any building or structure may be begun until plans and specifications covering the proposed addition or alteration have been first submitted to and approved by Landlord.
- (b) Landlord's approval. Landlord will promptly review and approve all plans submitted under subparagraph above or note in writing any required changes or corrections that must be made to the plans. Failure to object to the plans within thirty (30) days constitutes its approval of the changes. Any required changes or corrections must be made, and the plans resubmitted to Landlord, within thirty (30) days after the corrections or changes have been noted. Landlord's failure to object to the resubmitted plans and specifications within thirty (30) days constitutes its approval of the changes. Minor changes in work or materials not affecting the general character of the building project may be made at any time without Landlord's approval, but a copy of the altered plans and specifications must be furnished to Landlord.
- (c) Exceptions to Landlord's approval. Minor repairs and alterations necessary to maintain existing structures and improvements in a useful state of repair and operation need not be submitted to an approved by the Landlord.

VII. DAMAGE OR DESTRUCTION

7.01 **Notice to Landlord:** If the premises or any structures or improvements on the are damaged or destroyed by fire, tornado, or other casualty, Tenant must immediately give Landlord written notice of the damage or destruction, including a general description of the damage and, as far as known to Tenant, the cause of the damage.

7.02 **Total Destruction:** If the premises are totally destroyed by fire, tornado, or other casualty this lease will terminate, and rent will be abated for the un-expired portion of this lease, effective as of the date of written notification as provided in § 7.01. The Landlord in its sole discretion may elect to restore the premises and rebuild the Building in which event the Lease shall continue in under the same terms and conditions set forth herein from the date the Premises has been fully restored. Alternatively, the Tenant with the consent of Landlord may, by written notice within 30 days after the notice as provided in § 7.01, elect to rebuild the Building and restore the premises provided Tenant commences the restoration of the premises within 180 days thereafter and at Tenant's cost.

7.03 **Partial Destruction:** If the premises are damaged by fire, tornado, or other casualty other than by the negligence, gross negligence, or intentional tort of Tenant or any person in or about the premises with Tenant's express or implied consent, or if they are so damaged that rebuilding or repairs cannot reasonably be completed within 180 working days or the damage exceeds the Landlord's insurance recovery, or the Landlord elects not to restore the Premises this lease will terminate.

VIII. CONDEMNATION

8.01 **Total Condemnation:** If, during the lease term or any extension or renewal of the lease, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this lease will terminate, and the rent will be abated during the un-expired portion of this lease, effective as of the date the condemning authority takes the Premises.

8.02 **Partial Condemnation:** If less than all of the premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate the lease by giving written notice to the other within thirty (30) days. In addition, if all or a portion of the parking area, or the signage, of the premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate the lease by giving Landlord written notice within thirty (30) days. If the premises are partially

condemned and neither party elects to terminate the lease, this lease will not terminate, but the rent will be adjusted equitably during the un-expired portion of this lease.

8.03 **Condemnation Award:** Landlord is entitled to receive and retain the entire award in any condemnation proceedings, except for any portion attributable to trade fixtures and personal property owned by Tenant, which Tenant is entitled to receive and retain. The termination of this lease will not affect the right to this award. In the event the Lease is terminated during the initial term of 50 years because of condemnation proceedings, the Landlord shall reimburse Tenant for the verified cost of improvements made to the premises on a pro-rated basis based on the number of years the Premises is occupied by Tenant x verified cost of improvements. For illustration purposes only assume Tenant expends \$10,000 in verified cost of improvements to the premises and the Lease terminates after 25 years of occupancy by the Tenant, the amount of reimbursement owed by Landlord to Tenant is \$5,000.

IX. INSPECTION BY LANDLORD

Landlord and its officers, agents, employees, and representatives may enter any part of the premises during normal business hours for the purpose of inspection, cleaning, maintenance, repairs, alterations, or additions as Landlord considers necessary (but without any obligation to perform any of these functions except as stated in this lease), or to show the premises to prospective tenants, purchasers, or lenders. Tenant is not entitled to any abatement or reduction of rent by reason of entry of Landlord or any of its officers, agents, representatives, or employees under this article, nor will such an entry be considered an actual or constructive eviction.

X. MECHANIC'S LIEN

Tenant will not permit any mechanic's lien to be placed on the premises or on improvements made to the Premises. If a mechanic's lien is filed on the premises or on improvements on them, Tenant will promptly pay it. If default in payment of the lien continues for thirty (30) days after Landlord's written notice to Tenant, Landlord may, at its option, pay the lien or any portion of it without inquiring into its validity. Any amounts Landlord pays to remove a mechanic's lien caused by Tenant to be filed against the premises or against improvements on the premises, including expenses and interest, are due from Tenant to Landlord and must be repaid to Landlord immediately on rendition of notice, together with annual interest at the highest rate then allowed by law until paid.

XI. INDEMNITY

11.01 **Tenant's General Indemnity:** Tenant will indemnify and hold Landlord harmless against any claims, demands, damages, costs, and expenses, including reasonable attorney's fees, for defending claims and demands arising from the conduct or management of Tenant's business on the premises or its use of the premises, or from any breach on Tenant's part of any conditions of this lease, or from any act or negligence of Tenant, its officers, agents, contractors, employees, subtenants, or invitees in or about the premises. In case of any action or

proceeding brought against Landlord by reason of any such claim, Tenant, on notice from Landlord, will defend the action or proceeding by counsel acceptable to Landlord.

11.02 **Tenant's Environmental Indemnity:**

(a) Tenant is responsible only for the payment of that portion of any cleanup costs for the premises necessary for compliance with Hazardous Materials Laws that arise as a result of Tenant's discharge of Hazardous Materials on the premises during Tenant's occupancy of the premises. Landlord is responsible for all other cleanup costs and for ensuring that any other responsible party participates in the cleanup to the extent of its responsibility for a release.

(b) Tenant must indemnify, defend, and hold harmless Landlord from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen, including without limitation counsel, engineering, and other professional or expert fees, that Landlord may incur by reason of Tenant's action or inaction with regard to Tenant's obligations under this section. This section survives the expiration or earlier termination of this lease.

XII. ASSIGNMENT AND SUBLEASE

12.01 **Assignment and Subletting by Tenant:** Tenant may not assign this lease, or any interest in it, nor sublet the premises, or any part of them without prior written consent of Landlord.

12.02 **Assignment by Landlord:** Landlord may assign or transfer any of its interests under this lease. *On transfer, and on the transferee's assumption of its obligations, Landlord is relieved of its obligations under the lease.* Landlord may assign any or all of its interest under this lease.

XIII. DEFAULT

13.01 **Tenant's Default:** The following events are considered events of default by Tenant under this lease:

(a) Tenant fails to pay any installment of rent due under this lease, whether base rent or additional rent, or any other amounts owing by Tenant to Landlord, and the failure continues for thirty (30) days after receipt of written thereof

(b) Tenant fails to comply with any term or covenant of this lease, other than the payment of rent or any other sum of money owing by Tenant to Landlord, and does not cure the failure within sixty (60) days after written notice of the failure to Tenant; provided that if such failure cannot be cured within sixty (60) days Tenant shall not be in

default if Tenant is proceeding to cure the failure and cures such failure within thirty (30) days thereafter..

(c) Tenant makes an assignment for the benefit of creditors.

(d) Tenant deserts or vacates any substantial portion of the premises for ninety (90) or more consecutive days.

13.02 **Landlord's Remedies:** In the event of any default specified in §13.02, Landlord may pursue one or more of the following remedies:

(a) Landlord may terminate this lease, in which event Tenant must immediately surrender the premises to Landlord. If Tenant fails to do so, Landlord may, without prejudice to any other remedy that it may have for possession or arrearages in rent, enter on and take possession and expel or remove Tenant and any other person occupying the premises or any part of them, by any lawful means, without being liable for prosecution or any claim of damages for the entrance and expulsion or removal. Tenant will, on demand, pay Landlord the amount of all loss and damage that Landlord suffers by reason of the termination, whether through inability to re-let the premises on satisfactory terms, if Landlord elects to re-let, or otherwise.

(b) Landlord may enter on and take possession of the premises and expel or remove Tenant and any other person occupying the premises or any part of them, by any lawful means, without being liable for prosecution or any claim for damages for the entrance and expulsion or removal; re-let the premises on the terms Landlord considers advisable; and receive the rent for the re-letting. Tenant will, on demand, pay Landlord any deficiency that may arise by reason of re-letting.

(c) Landlord may enter the premises, by any lawful means (and Landlord is expressly reserving and retaining the right to so reenter the premises), without being liable for prosecution or any claim for damages for the entry, and do whatever Tenant is obligated to do under the terms of this lease to correct the default. Tenant will, on demand, reimburse Landlord for any expenses that Landlord incurs in effecting compliance with Tenant's obligations under this lease in this manner, and Tenant further releases Landlord from liability for any damages resulting to Tenant from such an action.

13.03 **Landlord's Default:** If Landlord defaults in performing any term or covenant that Landlord must perform by under this agreement, Tenant may, after not fewer than five (5) days notice to Landlord, remedy the default by any necessary action and, in connection with this remedy, may pay expenses and employ counsel. Landlord must, on demand, pay Tenant all sums expended or obligations incurred by Tenant in connection with remedying Landlord's default.

13.04 **Cumulative Remedies:** Landlord's or Tenant's pursuing any remedy provided in this lease will not preclude pursuing any other remedy provided in this lease. Either party's pursuing any remedy provided in this lease or by law will not constitute a forfeiture or waiver of any damages accruing to either party by reason of violating any term or covenant of this lease. Nor will Landlord's pursuing any remedies provided in this lease constitute a waiver or forfeiture of any rent due under this lease.

13.05 **Waiver of Default:** Either party's waiving any default or violation or breach of any term or covenant of this lease does not waive any other violation or breach of any term or covenant of the lease. Nor does either party's forbearing to enforce one or more of the remedies provided in this lease or by law on a default waive the default. Landlord's accepting rent following default under this lease does not waive the default.

13.06 **Surrender of Premises:** No act done by Landlord or its agents during the lease term may be considered an acceptance of a surrender of premises is valid unless in writing and subscribed by Landlord.

XIV. MISCELLANEOUS

14.01 **Notices and Addresses:** All notices required under this lease may be given by the following methods:

(a) By Certified Mail, Return Receipt Requested, addressed to the proper party, at the following addresses:

If to Landlord:

City of Sachse
5560 Highway 78
Sachse, Texas 75048

If to Tenant:

Sachse Historical Society
3033 Sixth Street
Sachse, Texas 75048

(b) By fax transmission, to the proper party, at the following fax numbers:

If to Landlord:

Bill Atkinson
972-530-0426

If to Tenant:

Attn: Jeff Haupt
972-675-1206

Notices are effective when received. Either party may change the address or fax number to which notices are to be sent by sending written notice of the new address or number to the other party in accordance with the terms of this section.

14.02 **Parties Bound:** This agreement binds, and inures to the benefit of, the parties to the lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when this agreement permits.

14.03 **Texas Law to Apply:** This agreement is to be construed under Texas law, and all obligations of the parties created by this agreement are performable in Dallas County, Texas.

14.04 **Legal Construction:** If any one or more of the provisions in this agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the agreement, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

14.05 **Prior Agreements Superseded:** This agreement constitutes the parties sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

14.06 **Amendment:** No amendment, modification, or alteration of the terms of this agreement is binding unless in writing, dated subsequent to the date of this agreement, and duly executed by the parties.

14.07 **Rights and Remedies Cumulative:** The rights and remedies provided by this lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

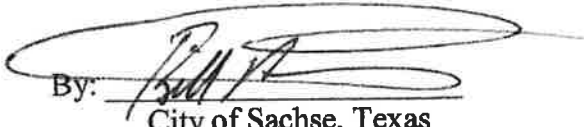
14.08 **Attorney's Fees and Costs:** If, as a result of either party's breaching this agreement, the other party employs an attorney to enforce its rights under this lease, the breaching or defaulting party will pay the other party the reasonable attorney's fees and costs incurred to enforce this lease.

14.09 **Force Majeure:** Neither Landlord nor Tenant is required to perform any term or covenant of this lease so long as performance is delayed or prevented by *force majeure*, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within Landlord's or Tenant's control and that Landlord or Tenant, by exercising due diligence and paying money, cannot prevent or overcome in whole or part.

14.10 **Time of Essence:** Time is of the essence of this agreement.

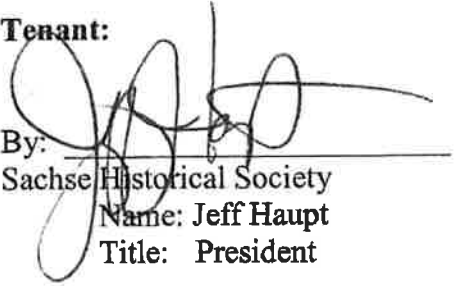
The undersigned Landlord and Tenant execute this agreement on the 5th day of JANUARY, 2004.

Landlord:

By: 

City of Sachse, Texas
Name: Bill Atkinson
Title: City Manager

Tenant:

By: 

Sachse Historical Society
Name: Jeff Haupt
Title: President

SACHSE HISTORICAL SOCIETY

3083 SIXTH ST.
SACHSE, TX 75048

521

Date 3-15-2004 88-1380/119

Pay to the
Order of

City of Sachse

\$ 50.00

Dollars

FIRST NATIONAL BANK

OF SACHSE
6600 Murphy Road
Sachse, Texas 75048

For 501R Lane - 6th Street

⑆111913604⑆ 00 0083 6⑈ 0521

**MEMORANDUM OF AGREEMENT REGARDING ELECTRICAL SERVICE BETWEEN
CITY OF SACHSE AND SACHSE HISTORICAL SOCIETY**

This **Memorandum of Understanding Regarding Electrical Service** ("MOA") is entered into as of the Effective Date by and between the City of Sachse ("Landlord"), a Texas home rule municipality, and Sachse Historical Society ("Tenant"), a Texas non-profit corporation. Landlord and Tenant are collectively referred to herein as "the Parties" and individually as "Party."

RECITALS

WHEREAS, on or about January 5, 2004, the Parties entered into that certain *Lease Agreement* ("the Lease") wherein Landlord agreed to lease to Tenant the building located at 3033 Sixth Street, Sachse, Texas ("the Premises"); and

WHEREAS, Article V of the Lease requires Tenant to pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and all other utilities used on the premises throughout the lease term, including any connection fees; and

WHEREAS, Landlord is party to a contract with a retail electric provider ("REP") relating to the provision of electricity to all of Landlord's buildings and other facilities at a rate that lower than what Tenant can obtain; and

WHEREAS, Tenant has requested Landlord add the electric meter for the Premises to Landlord's REP contract in order to allow Tenant to take advantage of the lower rates and charges for electricity; and

WHEREAS, Landlord is agreeable to Tenant's request subject to Tenant's agreement to the terms and conditions of the MOA;

NOW, THEREFORE, for and in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. Landlord has caused, or after the Effective Date will cause the electric meter through which electricity is provided to the Premises to be added to the retail electric contract between Landlord and Landlord's REP.
2. Landlord agrees to pay Landlord's REP for the electricity consumed at the Premises by Tenant as set forth on the bill received by Landlord from Landlord's REP.
3. Not later than the tenth (10th) day after receipt of written request from Landlord, Tenant shall reimburse to Landlord the amount paid by Landlord to Landlord's REP for the electricity measured through the electric meter serving the Premises as set forth in said request. Landlord may send requests for reimbursement on such frequency as Landlord may determine in its sole discretion, but in any case, no more often than monthly. In addition to amounts due for electricity used at the Premises after the Effective Date, Tenant shall reimburse Landlord for payments made for any electricity consumed at the Premises prior to the Effective Date if the meter at the Premises was added to Landlord's retail electric contract prior to the Effective Date.
4. Tenant's failure to pay Landlord as required by Section 4, above, shall constitute a breach and default of the Lease and entitle Landlord to exercise such remedies that Landlord may have under the provisions of the Lease. In addition, Landlord shall be entitled to take such action as Landlord may determine at its sole discretion to collect any amounts due from Tenant pursuant to this MOA.

In the event Landlord must institute a collection action against Tenant, in addition to the amounts past due, Tenant shall be required to pay costs of court and Landlord's reasonable attorney's fees. Any amounts past due more than thirty (30) days after the date such payments are due shall accrue interest at the lesser of 18% per annum or the maximum amount allowed by law.

5. Either Party shall have the right, at its sole discretion, to terminate this MOA and have the electric meter serving the Premises removed from Landlord's retail electric contract effective on or after the sixtieth (60th) day after providing written notice to the other Party of its intent to take such action. In addition, this MOA shall terminate upon termination of the Lease. Notwithstanding the termination of this MOA and regardless of the reason for termination, Tenant shall remain liable to Landlord for the payment of the amounts due pursuant to Section 4, above, after the date of termination.
6. If Tenant terminates this MOA in accordance with Section 5, above, in addition to any amounts due for the use of electricity for which Tenant must reimburse Landlord in accordance with Section 4, above, Tenant shall be obligated to reimburse Landlord for any termination fees and charges charged to Landlord by Landlord's REP related to removing the Premises electric meter from Landlord's retail electric contract.
7. This MOA, and the obligations of the Parties in the performance of this MOA, shall be subject to and incorporates the terms and conditions of the Lease.
8. This MOA shall be effective on the date it bears the signatures of authorized representatives of the Parties ("Effective Date").

SIGNED AND AGREED this ____ day of October 2019.

CITY OF SACHSE, TEXAS

By: _____
Gina Nash, City Manager

SIGNED AND AGREED this ____ day of October 2019.

SACHSE HISTORICAL SOCIETY

By: _____
Diana Smith, President

**Agenda Item Details**

Meeting	Oct 07, 2019 - Regular Combined City Council Meeting
Category	E. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	9. Approve an amendment to the Household Hazardous Waste Interlocal Agreement between Dallas County and the City of Sachse.
Access	Public
Type	Action (Consent)
Dollar Amount	24,000.00
Budgeted	Yes
Recommended Action	Approve as presented.
Goals	Provide excellent government services to Sachse citizens.

Public Content**BACKGROUND**

The City of Sachse has participated in the Household Hazardous Waste Interlocal Agreement with Dallas County since FY 2002-2003. The Interlocal Agreement allows Sachse residents to drop-off household hazardous waste materials at the Dallas County Home Chemical Collection Center facility, located at 11234 Plano Road in Dallas. Residents can drop-off household hazardous materials at this site, free of charge, by showing proof of Sachse residency.

The Interlocal Agreement permits four additional one-year renewals for a five-year total contract term authorized by Dallas County Court Order 2017-0979. On October 1, 2018, the City Council approved the first amendment to the Interlocal Agreement, which provided for a new term of the Agreement to be from October 1, 2018, through September 30, 2019. This is the second amendment to the Interlocal Agreement, which provides for a new term of the Agreement to be from October 1, 2019, through September 30, 2020.

There are no major changes to the Interlocal Agreement.

OVERVIEW

This service is offered in addition to the two X-Treme Green events, which include household hazardous waste collection, held each year.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Approve an amendment to the Household Hazardous Waste Interlocal Agreement between Dallas County and the City of Sachse.

Household Hazardous Agreement Renewal Dallas County.pdf (175 KB)

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AMENDMENT NO. 2
TO THE HOUSEHOLD HAZARDOUS WASTE INTERLOCAL AGREEMENT
(The "Agreement")
BETWEEN
DALLAS COUNTY
AND
CITY OF SACHSE
(The "City")
A MEMBER CITY OF
THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK

WHEREAS, on August 6, 2019, the Dallas County Commissioners Court was briefed on a request from the cities of the Dallas Area Household Hazardous Waste Network to renew and revise the effective term and specify new fiscal year budgets for the Household Hazardous Waste Program Interlocal Agreement ("Agreement") that permits four additional one-year renewals for a five-year total contract term and was authorized by Court Order 2017-0979; and

WHEREAS, the proposed Amendment No. 2 along with the attachment C2020, will serve to continue the Household Hazardous Waste Program through fiscal year 2020, while updating overall program budget amounts and individual city budget limits for the new fiscal year; and

WHEREAS, proposed Amendment No. 2 contains no other changes in the basic terms and conditions of the Agreement and incurs no cost to Dallas County;

NOW THEREFORE, by execution of this Amendment No. 2, the Agreement is amended hereby with respect to the items and features described in the Articles below.

I.
PURPOSE

The purpose of this Amendment is to amend the effective term and fiscal year budget of the Agreement without change to the basic terms and provisions. No other sections, provisions, clauses or conditions of the Agreement are waived, deleted or changed hereby, and they shall remain in full force and effect throughout the term of the Agreement and any duly authorized amendments.

II.
AMENDED PROVISIONS

A. The new term of the Agreement shall be October 1, 2019, through September 30, 2020

B. The language contained in Paragraph 1, *Section IV. City Responsibilities* shall be deleted in its entirety and replaced with the following language:

1. "A sum not to exceed \$ 24,000.00 for disposal, setup, operational, capital and transportation costs for HHW collection for residents of the City during the period from October 1, 2019 through September 30, 2020.
 - a. Collection, setup, and disposal costs will be paid after-the-fact, based on actual usage by the City at events and at the collection center.
 - b. Operational and capital costs shall be paid quarterly in advance.
 - c. In the event of early withdrawal, the operational and capital costs will not be pro-rated for partial quarter participation but will become immediately due and payable in full."
- C. The language contained in Exhibit C2019 of the Agreement entitled *FY2019 HHW Program Budget Summary* shall be deleted in its entirety and shall be replaced with the attached Exhibit C2020 entitled *FY2020HHW Program Budget Summary*.

IN WITNESS WHEREOF, by their signatures below, the duly authorized representatives of Dallas County and **City of Sachse**, a member city of the Dallas Area Household Hazardous Waste Network, do hereby agree and append this Amendment No.2 to the Agreement.

EXECUTED THIS _____ **day of** _____, 2019.

DALLAS COUNTY:

CITY OF SACHSE:

BY: Clay Lewis Jenkins
County Judge

BY:

APPROVED AS TO FORM:*
John Cruzot
District Attorney

BY: Lacey Lucas
Assistant District Attorney

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

Exhibit C2020**FY2020 HHW PROGRAM BUDGET SUMMARY**

This exhibit summarizes the total program funding for FY2020 as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on April 17, 2019, and replaces the language contained in Exhibit C2018 of the Household Hazardous Waste Program Interlocal Agreement that was authorized by Court Order 2017-0979.

Fixed Costs include personnel expense, operating costs, and capital budget, which are shared by the Network cities based on single-family household projections published by North Central Texas Council of Governments.

- Personnel Expense includes all HHW staff salaries and fringe.
- Operating Expense includes supplies, equipment, advertising, public education, volunteer support, staff development, printing, postage, facility maintenance, utilities, and all other direct programming costs.
- Capital Expense includes building repairs, equipment repair or replacement, mechanical upgrades, and expansion projects.

Variable costs include estimated direct costs for collection and disposal of hazardous household wastes, which vary according to actual usage and are indicated in the budget summary for planning purposes only. ***Funding for actual collection, contract labor, and disposal costs will be collected from the cities after the fact, on an as-used basis.***

- Collection/Mobilization/Disposal Budget includes estimated costs for staging of events, recycling services, waste containers, waste transportation, and disposal.
- Contract Labor Expense is for part-time, seasonal labor provided by the disposal vendor.

Budget adjustments made to the Operational Budget during the term of the agreement shall not result in a City Funding amount that exceeds the approved budget total shown herein. The County may make line item transfers within the operating budget when these transfers do not exceed \$5,000. Budget adjustments in excess of \$5,000 must be approved by the HHW Network.

BUDGET SECTION	CITY FUNDING
FIXED COSTS (OPERATIONAL BUDGET)	
Personnel Costs	\$ 507,700
Operating Costs	\$ 209,925
Capital Expense	\$ 93,000
Sub-Total	\$ 810,625
ESTIMATED VARIABLE COSTS (COLLECTION / LABOR / DISPOSAL BUDGET)	\$ 1,052,000
TOTAL PROGRAM BUDGET	\$1,862,625

**Agenda Item Details**

Meeting	Oct 07, 2019 - Regular Combined City Council Meeting
Category	F. Regular Agenda Items
Subject	1. Receive a six-month update on services from Community Waste Disposal (CWD), the City's new solid waste and recycling provider. (Continuation from workshop, if necessary)
Access	Public
Type	Information

Public Content**BACKGROUND**

The City Council awarded the bid for solid waste and recycling services to Community Waste Disposal (CWD) at its December 3, 2018, meeting. CWD worked with staff in Utility Billing and the City Manager's Office to plan for and implement the transition between providers including notification of the new services and delivery of the new carts.

CWD has provided weekly trash and recycling collection services, as well as monthly bulk trash collection services for Sachse residents since April 1, 2019. Since that time, CWD staff has also been in contact with City staff on a daily basis and meets onsite each month to discuss specific issues/opportunities. Jason Roemer, Municipal Coordinator for the City of Sachse, will present the City Council and residents with an update on operations since the Sachse contract began. In addition, Jason will also highlight the new fleet of trash trucks that will service Sachse. CWD ordered brand-new trucks as a part of its contract with the City; however, due to the significant lead time associated with trash trucks, the new fleet was not able to be in service at the start of the contract. The new trucks have finally arrived and, as of October 2019, Sachse will have the newest fleet of CWD trucks in the Metroplex. One of the new trucks will be stationed outside of City Hall during the workshop meeting so that the City Council and residents can take a look at the newest truck serving Sachse.

OVERVIEW

CWD typically provides annual updates to its clients; however, since this is a new contract, CWD will provide a six month update.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

There are no recommendations affiliated with this item. This is an opportunity for CWD to provide an update on its six-months of operations in Sachse and for the City Council to ask any questions it may have of Jason Roemer and CWD.

**Agenda Item Details**

Meeting	Oct 07, 2019 - Regular Combined City Council Meeting
Category	F. Regular Agenda Items
Subject	2. Conduct a public hearing to consider and act on an ordinance amending the Code of Ordinances by amending Chapter 11 titled "Zoning".
Access	Public
Type	Action, Discussion, Information
Fiscal Impact	No
Budgeted	No
Recommended Action	Approve ordinance amendments as presented.

Public Content**BACKGROUND**

- The maintenance of existing ordinances is considered routine in order to provide a healthy and functioning regulatory framework that meets the needs of the community.
- Proposed revisions are intended to:
 - Update regulations to reflect recent state law changes;
 - Clean up errors and outdated references and provisions.

OVERVIEW

- The Zoning Ordinance provides for the safe, efficient, and orderly development of the city by regulating the types of uses and specific development standards for all development occurring in the city.
- The Zoning Ordinance is one of the tools used to implement the City's Comprehensive Plan.
- The ongoing maintenance of regulations and the streamlining of processes and provisions are identified as tasks in the City's 2017 Comprehensive Plan.

POLICY

- Facilitating development within Sachse by enacting standards that align with state law and the vision established by the City's Comprehensive Plan.
- Provide ongoing maintenance of City ordinances.
- The current Zoning Ordinance is available by clicking [here](#).

RECOMMENDATION

Staff recommends approval of the proposed amendments to the Zoning Ordinance. The Planning and Zoning Commission voted 5-0 to recommend approval of the proposed ordinance amendment at its September 23, 2019, meeting.

Chapter 11 - Zoning - Redline.pdf (982 KB)

Staff Presentation - Zoning Ordinance Amendment.pdf (202 KB)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 11 TITLED "ZONING"; BY AMENDING EXHIBIT A ZONING ORDINANCE BY AMENDING THE VARIOUS PROVISIONS OF ARTICLES 1 THROUGH 11; PROVIDING A CONFLICTS CLAUSE; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That the City of Sachse Code of Ordinances is amended by amending Chapter 11 titled "Zoning Ordinance", to read as follows:

"Chapter 11"

ZONING

...

Sec. 11-1. Zoning ordinance adopted.

The Zoning Ordinance (Ordinance No. 1255) adopted by the City Council of the City of Sachse on the 3rd day of April, 1995, as subsequently amended, is included in this Code of Ordinances at the end of this chapter as Exhibit A. Due to the nature of the zoning ordinance and the technicalities involved in adopting or amending it, such ordinance is printed herein as enacted with subsequent amendments inserted in their proper place.

...

Sec. 11-3. Planning and zoning commission.

...

C. **Rules and regulations.** The following rules and regulations are hereby adopted by the city for the making of applications for zoning changes and for the handling of public hearings before the city planning and zoning commission and the city council:

(1) Applications for zoning changes must be made in writing and filed with the office of development services on a form approved by the city manager or his/her designee. The form to be

used in making the application shall contain such information as may be required by the city manager or his/her designee.

...

(4) When the planning and zoning commission has recommended that the application for a change of zoning be denied, the development services office shall notify the applicant of the recommendation of the planning and zoning commission and advise the applicant that if the applicant desires the matter to be presented to the city council for its consideration, the applicant shall notify the development services office within 30 days of his desire that the case be submitted to the city council for its consideration. In the event the applicant does not notify the office of development services in writing of his desire that the case be submitted to the city council for its consideration, no further action shall be taken. If such notice is given to the office of development services, the office of development services shall schedule the case for a hearing before the city council. Prior to the hearing before the city council, notice of such proposed hearing shall be published in the official newspaper of the city one time, at least 15 days prior to date of the hearing, such notice to give the time and place of the hearing, a description of the property, information as to the request made by the applicant and the recommendation of the planning and zoning commission. Prior to the hearings before the city council, the development services office shall deliver to the city council the report and recommendation of the planning and zoning commission.

...”

SECTION 2. That the City of Sachse Code of Ordinances is amended by amending Chapter 11 titled “Zoning Ordinance” by amending Exhibit A Zoning Ordinance by amending the various provisions of Articles 1 through 11, to read as follows:

**“EXHIBIT A”
ZONING ORDINANCE**

ARTICLE 1. PREAMBLE

...

Sec. 3. Zoning district map.

...

3.3 An additional copy of the original zoning district map shall be placed in the office of development services. The copy shall be used for reference and shall be maintained up-to-date by posting thereon all subsequent amendments.

...

ADD SEC. 8

Sec. 8. Administrative Adjustment.

8.1. Administrative adjustments are specified deviations from otherwise applicable development standards where development is proposed that would be:

- (1) Compatible with surrounding land uses;
- (2) Harmonious with the public interest; and
- (3) Consistent with the purposes of this zoning ordinance.

8.2. The director of development services shall have the authority to authorize adjustments of up to ten (10) percent from any dimensional standard or numerical requirement set forth in this zoning ordinance. Any adjustment request greater than ten (10) percent shall be treated as a variance handled by the Board of Adjustment (BOA) subject to the requirements of Section 11.4.

8.3. Administrative Adjustment Criteria:

- (1) To approve an administrative adjustment, the director of development services shall make an affirmative finding that the following criteria are met:
 - (a) That granting the adjustment will ensure the same general level of land use compatibility as the otherwise applicable standards;
 - (b) That granting the adjustment will not materially or adversely affect adjacent land uses or the physical character of uses in the immediate vicinity of the proposed development; and
 - (c) That granting the adjustment will be generally consistent with the purposes and intent of this zoning ordinance.

ARTICLE 2. DEFINITIONS

DELETE ACCESSORY BUILDING AND REPLACE WITH:

Accessory structure. A detached subordinate building containing more than 20 square feet of area and more than four feet in height used for purposes customarily incidental to the residential occupancy of the main building and not involving the conduct of a business or service not normally found in conjunction with the residential use. Accessory buildings shall not be utilized nor rented as a dwelling unit.

AMEND:

Amenity center. A private recreation facility which may include swimming pools, meeting rooms, open space, or other amenities maintained by a Homeowner's Association.

ADD AS NEW DEFINITION:

Antennas. See definition for telecommunications.

DELETE AUTOMOBILE AND MOTORCYCLE SALES AND REPLACE WITH:

Auto (motorized) sales or storage. A facility for the display, service and retail sale of new or used automobiles or motorcycles. Vehicles that require repair or which cannot be legally operated shall not be stored on-site for longer than 14 days.

ADD AS NEW DEFINITION:

Auto (motorized) leasing. A facility for the display and rental of passenger vehicles (no heavy equipment or commercial leasing/rental).

AMEND:

Automobile repair, major. Major repair, rebuilding, replacement or reconditioning of engines or transmissions for motor vehicles; wrecker service with vehicle storage; collision services including body, frame or fender straightening or repair; customizing; overall painting or paint shop; automotive glass and upholstery; those uses listed under “automobile repair, minor”; and other similar uses. All repair work shall be performed inside a structure. Vehicles shall not be stored on site for longer than 60 days. The modifications of automobiles, motorcycles, watercrafts. All-terrain vehicles (ATV’s) shall be considered a major automotive use. The use shall include hot rod vehicles.

ADD AS NEW DEFINITION:

Body art studio (tattoo, piercing etc.). An establishment that offers either tattooing or body piercing. Tattooing is the marking or coloring of skin with dyes or inks. Tattooing for medical purposes, plastic surgery or reconstructive surgery and for cosmetic purposes such as permanent and eye and lip make-up that are accessory to other uses are not included in this definition. All tattoo studios shall be licensed by the Texas Department of Health.

AMEND:

Building permit application. An application submitted to development services for new construction and remodeling, including any exterior remodeling which increases the exterior dimensions of any structure. The construction of masonry walls or fences exceeding 30 inches in height measured at the natural grade, the enclosure of an existing canopy, carport, porte-cochere or the construction of decking which exceeds 30 inches in height from the natural grade.

DELETE CAR WASH ATTENDED ONLY AND REPLACE WITH:

Car wash. A structure used to wash motorcycles, automobile and other light load vehicles. The facility has to have an attendant.

ADD AS NEW DEFINITION:

Child care center (day care). A facility providing care, training, education, custody, treatment or supervision for four or more children for all or part of the 24-hour day and licensed by the state department of human services.

AMEND:

Commercial school. A private business offering, on a regular basis, instruction or training, in a trade, craft, skill, activity, and/or profession, exclusive of other listed schools. Examples of commercial schools include: auto and truck repairing, welding, building construction and

repairing, truck driving, bartending, secretarial training, electronics assembling and repairing, computer programming and maintenance, medical training, legal training, artistic and design training, personal grooming, modeling and private schools specializing in such things as speech, hearing, sight or reading therapy; teaching or training of retarded, handicapped or blind persons. A commercial school shall be considered as a permitted use in any district in which

ADD AS NEW DEFINITION:

Construction office. A temporary building used as an office by a contractor during the development of a property.

DELETE CONTRACTOR’S YARD (EQUIPMENT AND STORAGE) AND REPLACE WITH:

Contractor’s yard (equipment and storage). A building, part of a building or land area for the storage of materials, tools, products and vehicles used in the conduct of a construction business and plumbing, electrical, welding, etc.

ADD AS NEW DEFINITION:

Distribution center, general warehousing. See definition for Warehousing, general.

AMEND:

Duplex. A residential structure providing complete, independent living facilities for two (2) separate families containing two dwelling units attached by a common wall.

DELETE ELECTRIC GENERATING PLANT

DELETE ELECTRIC SUBSTATION

DELETE EQUIPMENT LEASING, IN DOOR AND REPLACE WITH:

Equipment storage, leasing, indoor. A facility for renting tools and equipment.

DELETE EQUIPMENT LEASING, OUTDOOR

ADD AS NEW DEFINITION:

Gas pumps, fuel sales. See definition for Retail sales with gas pumps.

ADD AS NEW DEFINITION:

Group home (community home). A home serving six (6) or fewer mentally or physically handicapped persons provided the home provides care on a 24-hour basis and is approved or licensed by the State for that purpose. A group home shall be considered a single-family home and is defined pursuant to Chapter 123 of the Human Resources Code.

AMEND:

High risk uses. Any use which is determined to be of special health or safety hazard due to excessive and/or toxic fumes, smoke, gas, or dust; odors; noise; vibration; or danger from fire, explosion or radiation and involves materials meeting the “degree of hazard-4” criteria of the

International Fire Code in quantities deemed to be hazardous by the Director of Development Services.

ADD AS NEW DEFINITION:

Hud code home. A manufactured home constructed with a permanent chassis designed for over-the-road transportation and delivered to the home site in one or more sections according to the National Manufactured Home Construction and Safety Standards Act of 1976 enforced by the Department of Housing and Urban Development (HUD). HUD regulates the home's design and construction, strength and durability, transportability, fire resistance, energy efficiency and quality control. It also sets tough performance standards for heating, plumbing, air-conditioning, thermal and electrical systems.

ADD AS NEW DEFINITION:

Incidental and secondary uses. Uses that have not been specifically identified within the use chart, which may require a determination of use by the development services director.

ADD AS NEW DEFINITION:

Kennel (indoor and conditioned). See definition for Animal kennel or pound.

DELETE KINDERGARTEN, PRE-SCHOOL, OR CHILD CARE CENTER (PRIVATE)

ADD AS NEW DEFINITION:

Lodge or club. See Civic Clubs/fraternal lodges

ADD AS NEW DEFINITION:

Mausoleum or cemetery. See definition for Cemetery.

DELETE MEAT AND GAME PROCESSING

DELETE MEDICAL AND SURGICAL APPLIANCES

DELETE MEDICAL LABORATORY

DELETE MEDICAL OFFICE, CLINIC AND REPLACE WITH

Medical building, clinic or lab. A facility operated for the purposes of examining, consulting, and limited treatment of people with physical or mental ailments, including necessary accessory facilities, but excluding patient stays for a period in excess of 24 hours. Includes facilities operated for medical, dental or optical research, testing and analytical work.

DELETE MOVIE THEATER/CINEMA THEATER

DELETE OPTICAL DISPENSARY

DELETE ORPHANAGE

DELETE PAYDAY ADVANCE/LOAN BUSINESS

DELETE PET SALES AND GROOMING

AMEND:

Portable building sales or leasing. Structures which can be carried or transported to another location, not including mobile homes.

DELETE PRIVATE BEVERAGE CLUB AND REPLACE WITH:

Private club. An establishment providing alcoholic beverage service to an association of persons and falling within the definition of that portion of the Alcoholic Beverage Code of the State of Texas as it pertains to the operation of private clubs.

DELETE RESTAURANT GENERAL AND REPLACE WITH:

Restaurant. An eating establishment where customers are primarily served at tables or self-served and food is consumed on the premises.

DELETE RETAIL SALES AND PERSONAL SERVICE AND REPLACE WITH:

Retail sales, general stores. An establishment engaged in the selling of merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods or these businesses which provide services customized for individuals such as a tailor, barber or beauty shop or photographic studio.

PLACED IN ALPHABETICAL ORDER FOLLOWING “SETBACK”:

Sexually oriented business. An adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult movie theater, escort agency, nude model studio, sexual encounter center, or other commercial enterprise that the primary business of which is the offering of a service or selling, renting or exhibiting of devices of other items intended to provide sexual stimulation or sexual gratification to the customer.

DELETE SINGLE FAMILY, ATTACHED

DELETE SINGLE-FAMILY, (DETACHED) AND REPLACE WITH:

Single-family residence,(detached). A structure containing one dwelling unit to be occupied by not more than one family.

DELETE SMOKING PARAPHERNALIA ESTABLISHMENT AND REPLACE WITH:

Smoking (tobacco, E-cig, vape, etc.). A retail store where more than 15 percent of the gross square footage of the establishment is dedicated to the sale, distribution, delivery, furnishing of smoking paraphernalia, from one person to another. Smoking paraphernalia shall mean paraphernalia, devices, or instruments that are designed or manufactured for the smoking, ingesting, inhaling or otherwise introducing into the body of tobacco, products prepared from tobacco, or controlled substances as defined in the Texas Health and Safety Code Chapter 481. Smoking paraphernalia includes, but is not limited to, pipes, bongs, and hookahs. Smoking paraphernalia does not include lighters, matches, cigarette holders and device used to store or preserve tobacco, tobacco cigarettes,

cigarette papers or cigars. For purposes of this definition, smoking paraphernalia establishments may also be referred to as head shops.

DELETE STORAGE, INDOOR AND REPLACE WITH:

Storage facility-conditioned space. Storage of items, which are completely enclosed in a building.

DELETE STORAGE, OUTDOOR AND REPLACE WITH:

Storage facility, mini-warehousing. Storage of items, which are not completely enclosed in a building and not moved indoors on a daily basis.

NEW DEFINITION:

Studio (gymnastics, martial arts, etc.).

NEW DEFINITION:

Substation, generating plant. A facility that generates electricity from mechanical power produced by gas, coal or steam. Includes facilities for transforming electricity for distribution to individual customers.

DELETE TATTOOING/BODY PIERCING

ADD AS NEW DEFINITION:

Theater or cinema. A building or part of a building devoted to the showing of motion pictures or for dramatic, musical or live performance.

ADD AS NEW DEFINITION:

Townhouse. A dwelling that is part of a structure containing three or more dwellings, each designed and constructed for occupancy by one family, with each dwelling attached by a common wall in which each dwelling is located on a separate platted lot.

DELETE TRANSIT STATION AND REPLACE WITH:

Transit station, terminal. Passenger terminal or loading facilities for a privately or publicly owned transit system.

DELETE VETERINARY CLINIC AND REPLACE WITH:

Vet or pet store (indoor). A facility operated by a veterinarian for the purpose of examining and treating household pets permitted by the Health Code to be kept within the city. The keeping of animals overnight is permitted when kept inside the clinic building. Also includes a retail establishment offering small animals for sale where all such creatures are housed within the building, including the grooming of small animals and the sale of associated supplies.

DELETE VETERINARY HOSPITAL

ADD NEW AS NEW DEFINITION:

Wrecking, salvage yard. A yard or building where automobiles or parts of automobiles or machinery are stored, dismantled or offered for sale in the open as whole units, as salvaged parts or as processed metal.

...

ARTICLE 3. DISTRICTS

...

Sec. 4. C-1 neighborhood shopping district.

...

AMEND 4.2(a) ONLY

4.2 Uses permitted.

(a) Property and buildings in C-1 neighborhood shopping districts shall be used for retail stores and shops which do not exceed 14,000 square feet of gross floor area each and which supply the regular and customary needs of the residents of the neighborhood and which are primarily for their convenience. See [chapter 11, exhibit a, article 3, section 13](#);

...

Sec. 5. C-2 general commercial district.

...

AMEND (a) and (c) ONLY

5.2 Uses permitted.

(a) Property and buildings in C-2 general commercial districts shall be used for those uses provided for in [chapter 11, exhibit a, article 3, section 13](#);

(b) Buildings, structures and uses customarily incidental to allowed uses, provided that there shall be no manufacture, processing or compounding of products other than such as are customarily incidental and essential to retail establishments;

(c) Any other store or shop for retail trade or for rendering personal, professional or business service which does not produce more noise, odor, dust, vibration, blast or traffic than those enumerated in [chapter 11, exhibit a, article 3, section 13](#). Except for open display permitted in [chapter 11, exhibit a, article 3, section 13](#) and under subsection 5.3 of this section 5, no article or material stored or offered for sale in connection with permitted uses shall be stored or displayed outside of a building unless it is so screened by permanent ornamental walls, fences or planting (in accordance with article 4, section 2) that it cannot

be seen from adjoining streets or lots when viewed by a person standing at ground level; provided, however that no screening in excess of eight feet is required;

AMEND

5.3 Open display uses permitted. The uses indicated accordingly in [chapter 11, exhibit a, article 3, section 13](#), and reasonably similar uses are permitted open display in the C-2 general commercial district. Service machines, such as those for ice, soft drinks and newspapers may be permanently displayed behind the front building line.

...

Sec. 6. I-1 restricted manufacturing and warehousing district.

...

AMEND (a) ONLY

6.2 Uses permitted.

- (a) Any use permitted by [chapter 11, exhibit a, article 3, section 13](#). No dwelling uses, except sleeping facilities for caretakers and night watchmen employed on the premises, is permitted.

...

Sec. 7. 1-2 general industrial district.

...

AMEND (a) ONLY

7.2 Uses permitted. Property and buildings in an I-2 general industrial district shall be used for the following or reasonably similar purposes:

- (a) Any use permitted by [chapter 11, exhibit a, article 3, section 13](#). No residential dwelling use, except sleeping facilities for caretakers and night watchmen employed on the premises, is permitted.

...

Sec. 8. AG agricultural district.

...

AMEND (c) ONLY

8.2 Principal permitted uses. No building, structure or land shall be used and no building or structure shall be erected, altered or enlarged which is arranged, intended or designed for other than one of the following uses:

...

(c) Other uses as shown in [chapter 11, exhibit a, article 3, section 13](#).

...

AMEND (c) ONLY

8.3 Building regulations.

...

(c) The exterior materials of single family homes shall be governed by the architectural design standards ([chapter 11, exhibit a, article 4, section 7](#)), and agriculture related structures and accessory structures shall abide by the accessory structure standards ([chapter 11, exhibit a, section 12.1](#)).

...

DELETE 10.4, 10.5 AND 10.6 AND AMEND AS FOLLOWS:

Sec. 10. Planned development district.

10.1 General description. The planned development district is a district which accommodates planned associations of uses developed as integral land use units such as industrial districts, offices, commercial or service centers, shopping centers and single/multifamily developments or any appropriate combination of uses which may be planned, developed or operated as integral land use units either by single owner or a combination of owners.

The purpose of the Planned Development district is to promote and encourage innovative development that is sensitive to surrounding land uses and to the natural environment. If this necessitates varying from certain standards, the proposed development should demonstrate community benefits.

The PD is appropriate in areas where the land use plan reflects the specific commercial, residential, or mix of uses proposed in the PD. A PD may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts. While greater flexibility is given to allow special conditions or restrictions that would not otherwise allow the development to occur, procedures are established to insure against misuse of increased flexibility.

10.2 Creation. The city council, after public hearing and proper notice to all affected property owners and after recommendation by the planning and zoning commission, may authorize the creation of a planned development district on sites of five acres or more to accommodate various types of development and conditions of development for any use or combination of uses permitted by this ordinance. The uses to be permitted in any specific planned development district shall be enumerated in the ordinance establishing such district and shown on the approved plan for development which becomes part of said ordinance. The city council may amend the minimum

acreage requirement through the planned development district ordinance, or an associated development agreement, or in advancement of a comprehensive plan initiative.

10.3 Design standards. In approving the development plan and the ordinance establishing the planned development district, the city council shall, after recommendation of the planning and zoning commission, specify such maximum height, floor-area ratio, park dedication required, density and minimum off-street parking and loading standards within the limits of those specified in the districts listed for the specific uses involved as is appropriate for the development. The city council shall, after receiving the recommendation of the planning and zoning commission, establish the standards for yards, signs, building spacing, site coverage, access, screening or landscaping, building area, open space, pedestrian ways, public or private streets and alleys to be observed in a planned development district and such standards shall be specified in the ordinance establishing the district.

10.4 Development plan required. An application for a planned development district shall include and be accompanied by a development plan, unless it is deemed to be unnecessary by the director of development services, which shall become a part of the amendatory ordinance and shall be referenced on the zoning district map. Changed in the development plan shall be considered the same as changed in the zoning district map and shall be processed as required, except that changes of detail which do not alter the basic relationship of the proposed development to adjacent property and which do not alter the uses permitted or increase the density, floor-area ratio, height or coverage of the site, or which do not decrease the off-street parking ration, or reduce the yards provided at the boundary of the site as indicated on the approved development plan may be authorized by the planning and zoning commission. Any applicant may appeal the decision of the planning and zoning commission to the city council for review and decision as to whether an amendment to the planned development district ordinance shall be required. All uses shown on the development plan shall be mutually exclusive.

10.5 The development plan shall include:

(a) A scale drawing showing any proposed public or private streets and alleys; building sites or building lots; any areas proposed for dedication of parks, parkways, playgrounds, utility and garbage easements, school sites, street widening, street changes; the points of ingress and egress from existing public streets on an accurate survey of the boundary of tract and topography with a contour interval of not less than five feet, or spot grades where the relief is limited; and site landscaping required for commercial uses.

(b) Where multiple types of land uses are proposed, a land use plan delineating the specific areas to be devoted to various uses shall be required.

(c) Where building complexes are proposed, a site plan showing the location of each building and the minimum distance between buildings, and between buildings and the property line, street line and/or alley line shall be submitted. For buildings more than one story in height, except single-family, elevations and/or perspective drawings may be required in order that the relationship of the buildings to adjacent property, open spaces

and to other features of the development plan may be determined. Such drawings need only indicate the height, number of floors and exposures for access, light and air.

(d) A plan indicating the arrangement and provision for off-street parking and off-street loading where required. Such a plan may be presented as ratio of off-street parking and off-street loading area to building area when accompanied by a typical example indicating the feasibility of the arrangement proposed and when the areas where the example would be applied are dimensioned on the drawing of the entire site. Any special traffic regulation facilities proposed or required to assume the safe function of the circulation plan shall also be shown.

(e) A designation of the maximum building coverage of the site shall be indicated upon the site plan.

(f) Screening and landscaping plan shall be required where such treatment is essential to the proper arrangement of the development in relation to the adjacent property. Such plan shall, when required, include screening walls, ornamental planting, playgrounds, wooded areas to be retained, lawns and gardens if such are determined to be necessary by the city council.

10.6 Development conditions. Every planned development district approved under the provisions of this ordinance shall be considered as an amendment to the zoning ordinance as applicable to the property involved. In carrying out the development of a planned development district, the development conditions and the development schedule, if required, shall be complied with and such conditions as are specified for the development of a planned development district shall not be construed as conditions precedent to the granting of a certificate of occupancy and compliance as required in this ordinance.

...

AMEND 11.1

Sec. 11. SP special use permits.

11.1 General description. The city council may authorize the location of a special use permit after public hearings and proper notice to all parties affected, and after recommendation from the planning and zoning commission as outlined in [article 12, section 3.1](#).

The planning and zoning commission in considering and determining its recommendations to the city council on any request for a special use permit may require from the applicant plans, information, operating data, and expert evaluation concerning the location and function and characteristics of any building or use proposed.

The city council may, in the interest of the public welfare and to assure compliance with the ordinance, establish conditions of operation, location, duration, arrangement and construction of any use for which a permit is authorized. Said conditions shall be complied with by the grantee

before a certificate of occupancy may be issued. In authorizing the location of any of the uses listed as special use permits, the city council may impose such development standards and safeguards as the conditions and locations indicate important to the welfare and protection of adjacent property from noise, vibration, dust, dirt, smoke, fumes, gas, odor, glare, explosion, offensive view or other undesirable or hazardous conditions.

Every special use permit granted under the provisions of this article shall be considered as an amendment to the zoning ordinance as applicable to such property.

AMEND 11.2(b) ONLY

11.2 Use regulations. Any use which is not contrary to city, county, state or federal laws which is not listed as an allowed use in the zoning ordinance is a special use permit use in any district and subject to the provisions of this article. The following uses are hereby authorized in the specified districts upon compliance with all of the requirements herein:

...

(b) Other uses as shown in [chapter 11, exhibit a, article 3, section 13](#);

...

AMEND 11.7 (b) and 11.7 (b)(4) ONLY

11.7 Restrictions and conditions for private clubs.

...

(b) Regulations applicable to establishment and operation of registered private clubs. The operation of registered private clubs, holding state permits under the Texas Alcoholic Beverage Code, shall be subject to compliance with the terms and conditions set forth herein below, to wit:

...

(4) A private club shall be prohibited within 1,000 feet to the property line of any church, public or parochial school, hospital, day care or child care facility, or city park.

Said distances shall be determined by measurement to be made in a straight line from the nearest point of the structure of the premises to be permitted to the nearest boundary line of said church, public or parochial school, hospital, day care or child care facility, or City Park.

...

Sec. 14. PGBT zoning district.

...

AMEND TABLE 14.3.1 MINOR MODIFICATIONS ALLOWED BY ADDING “ANY DIMENSIONAL STANDARD”; REMAINDER OF TABLE STAYS THE SAME

14.3 Administration. This section sets forth the provisions for reviewing and approving development applications within the PGBT area. The intent is to ensure that all development is consistent with the provisions of this Code. All sections of this Code shall be applied during the review process.

...

TABLE 14.3.1 MINOR MODIFICATIONS ALLOWED

Standard	Minor Modification Allowed	Comments
ADD: Any dimensional standard / numerical requirement (not specified below)		• Shall be no more than a 10% (increase or decrease) modification.

AMEND TABLE 14.5.1 BY AMENDING STORAGE FACILITIES FOR TURNPIKE COMMERCIAL TURNPIKE MIXED-USE; REMAINDER OF TABLE STAYS THE SAME

14.5 Schedule of uses.

...

B. Use Criteria. All uses listed as P/C in [Table 14.5.1](#) shall also meet the following standards.

Use	Zone	Location and Design Criteria
...		
Storage Facilities	Turnpike Commercial Turnpike Mixed-Use	AMEND • Storage uses shall be a minimum of three stories. Shall be 100% indoor access and climate controlled. • Shall be located behind another building(s) and/or shall not have any frontage along a type A or B street.
...		

14.6 Development Standards. The following section establishes the development standards for all character areas within the PGBT zoning district. Diagrams and reference letters are used for illustrative purposes only. Reference letters may not be in continuous sequence.

DELETE TURNPIKE CONNECTION AND REPLACE WITH:

A. Turnpike Commercial (TC).

...

AMEND PRINCIPAL BUILDING STANDARDS TABLE

3. Building Height.

Principal building standards	
First floor-to-floor height	12 feet (minimum)
Ground floor finish level 1	2 inches maximum above sidewalk
Upper floor(s) height (floor to ceiling)	10 feet minimum
Height	No maximum; stepback required after five stories; maximum five stories within 100 feet of another character area or the perimeter of the district
Stepback distance	10 feet minimum

...

AMEND PARKING LOCATION TABLE

5. Parking and service access.

Parking location	
Surface/at grade parking	Shall be located behind principal building; or on the side if no more than one double-loaded bay and screened at the street with masonry

	or fence no taller than four feet
Type A street and civic setback	
Type B setback	N/A
Side setback (distance from property line)	0 feet (minimum)
Above grade parking	
Type A street, type B street and civic space setback	0 feet (minimum)
Side and rear setbacks (distance from the property line)	0 feet (minimum)
Upper floors	May be built up to the building line
Required off-street parking spaces	
Non-residential	1 space/300 square feet (gross)
Residential	1.5 spaces/unit
Driveways and service access.	20 feet maximum (except when drives need to be wider to address service access or fire lane standards)
Parking drive aisles	20 feet (minimum)

...

AMEND 8 d ONLY

8. Notes.

...

- d. Blocks exceeding the maximum block face and perimeter dimensions may be permitted as follows:

* Combined blocks shall be adjacent to one another based on the regulating plan and provide pedestrian paseos.

* An increase in block dimension shall not eliminate or significantly move a required street or required civic/open space. Required streets and required civic/open spaces may move a maximum of 100 feet to accommodate a larger block.

...

B. Turnpike mixed-use (TMU).

AMEND TABLE SHOWING SETBACK RANGE AND BUILDING FRONTAGE

1. Building orientation.

...

Setback range	
Front (type A street and civic space)	5-15 feet
Front (type B street)	0-75 feet
Side (from property line)	0 feet
Rear (from property line)	5 feet
Building frontage	
Building frontage required along:	
Type A street/civic space	50% (minimum)
Type B street	0% (minimum)

...

AMEND TABLE BY AMENDING “PRINCIPAL BUILDING STANDARDS.” TO READ AS “PRINCIPAL BUILDING STANDARDS”

3. Building height.

...

Principal building standards	
...	

AMEND PARKING AND SERVICE ACCESS TABLE

5. Parking and service access.

Parking location	
<u>Surface/at grade parking.</u>	
Type A street and civic space setback	Shall be located behind the principal building; or on the side if no more than one double-loaded bay and screened at the street with masonry or fence no taller than four feet
Type B setback	N/A
Side setback (from property line)	0 feet (minimum)
Rear setback (from property line)	0 feet (minimum)
<u>Above and below grade parking</u>	
Setback along type A street, type B Side and rear setbacks	0 feet (minimum) 0 feet (minimum)
Upper floors	May be built up to the building line
<u>Driveways and service access.</u>	24 feet maximum (except when drives need to be wider to address service access or fire lane standards)
Required off-street parking spaces	
Non-residential	1 space/300 square feet (gross)
Residential	1.5 spaces/unit

Parking drive aisles	20 feet (minimum)
----------------------	-------------------

...

AMEND 8 g ONLY

8. Notes.

...

g. Any frontage along all streets (except alleys) not defined by a building shall be defined by a four foot high street screen, furthermore, service areas shall be defined by a street screen that is at least as high as the service equipment being screened. The street screen shall be either masonry or a living screen composed of shrubs to be opaque at maturity. The required street screen shall be located within the setback range along the corresponding frontage.

...

C. Turnpike transition (TT).

...

AMEND PARKING LOCATION TABLE

4. Parking and service access.

Parking location.	
<u>Surface/at grade parking.</u>	
Type A street and civic space setback	Shall be located behind the principal building; or on the side if no more than one double-loaded bay and screened at the street with masonry or fence no taller than four feet.
Type B setback	Minimum of 3 feet behind the setback
Side setback (from property line)	0 feet (minimum)
Rear setback (from property line)	0 feet (minimum)

<u>Above and below grade parking</u>	
Setback along type A street, type B street and civic space	0 feet (minimum)
Side and rear setbacks	0 feet (minimum)
Upper floors	May be built up to the building line
<u>Required off-street parking space</u>	
Non-residential uses	1 space/300 SF (gross)
Residential uses	1.5 space/unit
<u>Driveways and service access.</u>	24 feet maximum (except when drives need to be wider to address service access or fire lane standards)
Parking drive aisles	20 feet (minimum)

...

AMEND 7 g ONLY

7. Notes.

...

g. Any frontage along all streets (except alleys) not defined by a building shall be defined by a four foot high street screen, furthermore service areas shall be defined by a street screen that is at least as high as the service equipment being screened. The street screen shall be either masonry or a living screen composed of shrubs to be opaque at maturity. The required street screen shall be located within the setback range along the corresponding frontage.

...

AMEND E 4 AND E 5 ONLY

E. Driveways, alleys and service access.

...

4. Service and loading/unloading areas shall be screened per standards in article 4, [section 11.6](#).

5. Unless required to meet minimum fire access or service access standards all commercial and mixed-use driveways/alleys shall be a minimum of 20 feet in width. Service driveways/alleys shall be a maximum of 32 feet in width garage to garage. Driveways wider than 24 feet in width shall only be located off type B streets, unless required to meet minimum fire access or service standards. Driveways/alleys along TxDOT roadways shall meet state standards or the city's adopted ordinances.

AMEND F 2 ONLY

F. Design of automobile related building site elements.

...

2. All off-street loading, unloading and trash pick-up areas shall be located along alleys or type B streets only unless permitted in the specific building form and development standards in [section 14.6](#). Any off-street loading, unloading or trash pick-up areas shall be screened using a street screen that is at least as tall as the trash containers and/or service equipment it is screening. The street screen shall be made up of (i) masonry or (ii) a living screen or (iii) a combination of the two.

...

AMEND H 3 AND H 4 ONLY

H. Façade composition.

...

3. Storefronts on façades that span multiple tenants shall use architecturally compatible colors, details, awnings, signage and lighting fixtures.

4. Building entrances may be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticos, overhangs, railings, balustrades and others, as appropriate. All building elements shall be compatible with the architectural style, colors and details of the building as a whole. Entrances to upper level uses may be defined and integrated into the design.

...

AMEND I 1; DELETE PARAGRAPH I 2

I. Windows and doors.

1. Windows and doors on street (except alleys) fronting façades shall be designed to be proportional and appropriate to the specific architectural style of the building.

DELETE J. COMMERCIAL AND MIXED-USE BUILDING MATERIALS

NEW PARAGRAPH “J” IS AS FOLLOWS:

✖ J. Building orientation. Buildings located along Merritt Road and Hudson Road must face the street edge; a transition between the residential in the southeast quadrant and the uses in the turnpike commercial and turnpike mixed-use.

...

APPENDIX 2: DEFINITIONS

AMEND:

In addition to definitions in [chapter 11, exhibit a, article 3, section 14](#) of the Code, the following terms shall have the corresponding interpretations:

...

AMEND:

Townhouse means a small- to medium-sized attached structure that consists of three to twelve houses placed side-by-side. This type of residential building is typically located in a location that transitions from a primarily single family neighborhood into a commercial corridor. This building type enables appropriately-scaled, well-designed residential infill and is important for providing a broad choice of housing types and walkability.

...

Sec. 15. Old Town Zoning district.

...

15.4 Schedule of uses. All uses listed as P/C in [Table 15.4.2](#) shall also meet the following standards.

...

AMEND TABLE 15.4.2 USE CRITERIA

B. Use criteria.

TABLE 15.4.2 USE CRITERIA

Use	Zone	Location + Design Criteria
Professional Office	Neighborhood	• Existing homes shall be permitted to be converted to professional office. • Shall follow signage requirements as established in section 15.8. • Parking: • Shall be accommodated as on-street parking and shall be angled or parallel to the curb, or • Shall be accommodated to the side or rear of the structure, accessible through a driveway. • Ground-oriented signage that is decorative and ornamental, no more than four feet high and non-electronic is permitted.
Any Permitted with a Drive Through	SH 78 Commercial	• Drive through areas shall be screened by a four foot high street screen.
Auto-Related Uses	SH 78 Commercial	• Gas pumps and canopies shall not be located at the corners of the facility's lot.
Storage Facilities	SH 78 Commercial	• Storage uses shall be a maximum of three stories. • Shall be 100% indoor access and climate controlled. • Shall be located behind another building(s) and/or shall not have building frontage along SH 78.
Urban Living Residential	Downtown South Downtown North SH 78 Commercial	• Ground floor retail, commercial or other non-residential required for each urban living residential project. • Urban living residential shall be either 100% studio/convertible, one and two bedroom units, residential lofts or flats, or condos. • Two bedroom units shall have similar sized bedrooms, bathrooms and closets. • Any shared wall, floor or ceiling shall be insulated. • Surface parking shall be designed to facilitate a

		pedestrian-oriented site. • Shall be no more than two stories within 50 feet of the property line adjacent to existing single family residential.
Townhome	Downtown South Downtown North Neighborhood	• Units shall be at least 12 units an acre. • Lots shall be a minimum of 22 feet wide and alley-loaded. • The following additional conditions shall apply to townhomes within properties either owned or formerly owned by the Sachse EDC. The townhome use shall be consistent with, but not limited to: • Overall positive tax base • Reinforcing neighborhood commercial uses • Creating live-work-play context • Limited infill context that is not the predominant use of a block
Multi-Unit	Downtown South Downtown North	• Shall have ground floor retail or commercial for each project. • Shall be no more than two stories within 50 feet of the property line adjacent to existing single family residential.
Parking, Surface (Primary Use of Property)	Downtown South Downtown North SH 78 Commercial	• Required to be temporary use of property as part of phasing strategy or appropriately screened and landscaped by incorporating one tree per every 15 spaces planted within parking islands. • To be reviewed by city manager or designee.

...

AMEND TABLE 15.5.1 DEVELOPMENT STANDARDS BY AMENDING STREETSCAPE STANDARDS SECTION ONLY

15.5 Development standards. The following table shall establish the development standards for the four different zones in the Old Town zoning district.

TABLE 15.5.1 DEVELOPMENT STANDARDS

Standard	Downtown South (DTS)	Downtown North (DTN)	SH 78 Commercial (SHC)	Neighborhood (NBR)
...				
Streetscape Standards				
Sidewalks	6 feet (min.)	6 feet (min.)	6 feet (min.) Not required along SH 78	6 feet (min.)
Street Trees	30 feet on center along all public street frontages (except alleys)	30 feet on center along all public street frontages (except alleys)	30 feet on center along all public street frontages (except alleys)	30 feet on center along all public street frontages (except alleys)
	Minimum caliper three inches and 12 feet high (min.) at planting	Minimum caliper three inches and 12 feet high (min.) at planting	Minimum caliper three inches and 12 feet high (min.) at planting	Minimum caliper three inches and 12 feet high (min.) at planting
...				

AMEND 15.6 A 4 ONLY

15.6 Parking.

A. Applicable to all character areas. Off-street parking requirements for any and all uses permitted in the district may be waived or altered subject to a shared parking agreement or a coordinated parking plan approved by the city manager and his/her designee, subject to appeal to the city council.

...

4. Residential. A minimum of one off-street parking space shall be required for each residential unit, unless a waiver is approved by the city manager or designee pursuant to a mixed-use shared parking plan, subject to appeal to the city council. For lots 50 feet wide or less, parking shall be rear entry, side or pull through.

...

15.7 Street and streetscape design standards.

...

AMEND D 4 ONLY

D. Streetscape amenities within commercial areas.

...

4. Trash receptacles and bike racks shall be required along all streets, except SH 78. A minimum of one per each block face shall be required.

...

15.8 Signage. The following table shall establish the development standards for the four different zones in the Old Town zoning district.

AMEND TABLE 15.8.1 SIGN STANDARDS BY AMENDING “FOLD-UP SIGNS” SECTION ONLY

TABLE 15.8.1 SIGN STANDARDS

Sign Type	DTS/DTN	NBR	SHC	Standard
...				
Fold-Up Signs	P	P	NP	• Permitted only for retail, service or restaurant uses. • Limited to eight square feet per storefront. • Sign may not exceed two feet in width or four feet in height. • A minimum of four feet of sidewalk shall remain clear. • Chalkboards may be used for daily changing of messages. Reader boards (electronic and non-electronic) shall be prohibited. • Signs shall be removed every day after the business is closed.
...				

15.9 Architectural standards and guidelines. The architectural standards and design guidelines for the Old Town district shall establish a coherent urban character and encourage enduring, attractive and sustainable development. New and infill construction in the district shall reflect the character of the district.

...

AMEND 4 a; DELETE PARAGRAPHS b, c, and d.

4. Building materials.

- a. Building products or materials are limited to those approved for use by a national model code (International Building and Fire Codes) published within the last three code cycles.

...

APPENDIX 2: Definitions

AMEND

In addition to the definitions in [chapter 11, exhibit a, article 3, section 14](#) of the Code, the following terms shall have the corresponding interpretations:

...

AMEND

Townhouse means a small- to medium-sized attached structure that consists of three to twelve houses placed side-by-side. This type of residential building is typically located in a location that transitions from a primarily single family neighborhood into a commercial corridor. This building type enables appropriately-scaled, well-designed residential infill and is important for providing a broad choice of housing types and walkability.

...

ARTICLE 4. GENERAL PROVISIONS APPLYING TO ALL OR SEVERAL DISTRICTS

...

Sec. 5. Off-street automobile and vehicle parking and loading.

...

AMEND OFF-STREET PARKING TABLE

5.4 Off-street parking. Developments shall provide parking, per the following table:

Assembly Uses (Non-Profit)	One space for each four seats in the main auditorium.
Assisted Living Facility, Nursing Home, or Rest Home	One space for every four beds
Athletic Stadium or Field	50 spaces per field for fields without fixed seating.
Auto Repair	Three parking spaces per bay, plus one space for each 500 square feet of retail/office floor area.
Bank or Similar Financial Establishment	One space for each 400 square feet of floor area.
Big Box (>50,000 sf)	One space for each 250 square feet of floor area.
Bowling Alley	Six spaces for each lane.
DELETE CAR WASH (SELF SERVE) AND	

REPLACE WITH: Car Wash (Self-Serve)	Two spaces; plus adequate stacking spaces for each bay.
Car Wash (Automated)	One space for each 200 square feet of office/retail floor area; plus adequate stacking spaces per bay; minimum of four spaces.
Child Care Center	One space for every ten students; plus adequate stacking spaces for drop-off lane.
Civic/Convention/Community Center	Ten spaces plus one additional space for each 300 square feet of floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of one space for each four seats that it contains.
Duplex	A concrete drive with a minimum one car garage and one space in driveway, per unit.
Golf Course	Minimum 30 spaces per nine holes, plus one space for each 200 square feet of floor area for country club, retail, office, etc.
Green House or Nursery	One space for each 5,000 square feet of outdoor storage area; plus one space for each 200 square feet of indoor floor area.
Health/Fitness Center	One space for each 200 square feet of gross floor area.
High School, College, or University	One space for each classroom, laboratory, or instruction area plus one space for each three students accommodated in the institution.
Hospitals	One space for every two beds and one space per employee on the largest shift.
Hotel or Motel	One space for each room unit, or guest accommodation plus one space for each 300 square feet of restaurant, office, or conference area.

Indoor Commercial Amusement	One space per 200 square feet of gross floor area.
Kennel or Stable	One space per every 500 square feet of floor area.
Library or Museum	Ten spaces plus one space for each 300 square feet of floor area.
Lodge, Club, or Fraternal Organization	One space for each 200 square feet of floor area.
Manufacturing, Processing, Warehousing, and Industrial Uses	One space for each employee on the maximum working shift plus one space for each 1,000 square feet of floor area.
Mini-Warehouse (Self-Storage)	One space for each 5,000 square feet of total floor area.
Mixed Use Building	See special zoning districts for parking regulations.
Mobile Home - Manufactured Home	A concrete drive with a minimum of two spaces.
Mortuary or Funeral Home	One space for each four seats in funeral service rooms.
Movie Theatre or Cinema	One space per four seats.
Multi-Family Residential	Two spaces for one and two bedroom units, plus one additional space for each additional bedroom.
Office, Business or Professional	One space for each 300 square feet of floor area.
Office, Medical, Dental, or Health	One space for each 200 square feet of floor area.
Outdoor Commercial Amusement	One space for every 1,000 square feet within the outer boundaries of the proposed use, including any buildings, exhibit booths and areas devoted to the use.
Recreational, Private or Commercial Area or Building (Other than Listed)	One space for every four persons to be normally accommodated in the establishment.
Restaurant or Cafeteria	One space for every 100 square feet of gross floor area. Outdoor seating areas (covered or not) under 500 square feet are exempt. When part of a multi-tenant

	development 15,000 square feet or greater, one space for every 200 square feet.
Retail CBD Oil or Hemp Based Products	One space for every 200 square feet of gross floor area
Retail or Personal Service	One space for each 200 square feet of floor area.
Retirement Housing	One space per five beds.
School, Elementary and Junior High	One space for each classroom plus one space for each four seats in any auditorium, gymnasium, or other place of assembly.
Single-Family Residential	A concrete drive with a minimum of a two car garage with parking for two cars in driveway is required.
Townhouse	AMEND TO READ AS: Two spaces per unit, enclosed; plus two additional spaces in driveway.
Vet or Animal Hospital	One space for each 300 square feet of floor area.

AMEND (a)(1) ONLY

5.5. Parking design.

(a) The minimum dimensions for off-street parking shall be as follows:

1. Standard space: 9 feet × 18 feet (minimum 9 feet x 20 feet if utilizing wheel stop)

...

AMEND 7.2 BY AMENDING 7(b); DELETING PARAGRAPH (i); RENUMBERING OLD PARAGRAPH (j) TO (i); AND AMENDING NEW (i)

Sec. 7. Architectural design standards.

...

7.2 Applicability and administration.

(a) The regulations provided in this section shall apply to all new construction and all structures within all zoning districts, but shall only apply to single family residential uses

when indicated. Where the regulations of this section conflict with other sections or provisions of this chapter, the regulations of this section shall apply.

(b) When an existing building, constructed prior to the effective date of this section, is proposed for an addition/expansion that will increase the square footage of the existing building by less than 50 percent, either by a single expansion or by the cumulative effect of a series of expansions, similar or like exterior features that match the existing building and architectural theme to the extent possible. Any addition that is 50 percent or greater (of the originally approved floor area) shall be subject to and compliant with the regulations herein, potentially resulting in the reconstruction of the entire existing structure.

(c) All repair and alterations of exterior façades, including paint and re-paint jobs, of non-residential buildings are required to obtain a permit from the city and comply with all applicable color regulations contained herein.

(d) Certain structures, such as temporary construction buildings or portable classroom buildings situated on public school or non-profit property, may be exempt, in compliance with established or future policies adopted by the city council.

(e) The provisions of this section shall be administered by the director who shall have the authority to approve any façade plan that is deemed to satisfy the minimum requirements of this section, alternate façade plans deemed to meet the intent of the section, including any minor deviations or waivers, and to make necessary interpretations regarding any subjectivity or frustration of purpose contained herein.

(f) All exterior façades shall be perpetually maintained and repaired in a safe, reasonably good, and attractive manner by the owner in a manner that protects against the elements, is structurally safe, and corrects any visual ills or other problems.

(g) The city council, in compliance with all applicable regulations, may issue a special use permit (SUP), establish a planned development (PD) district or other special zoning district, or enter into a development agreement or other economic incentive agreement, which may amend or revise the regulations herein for a certain project or area of the city.

(h) Due to the unique service nature of government owned and occupied facilities, in addition to the development costs being of public burden, such facilities may meet the spirit and intent of the regulations contained herein, to the extent possible, and are not expected to strictly comply.

(i) Single family tracts with existing PDs (or comparable special zoning) which also include architectural standards may continue to apply the standards as found in the governing PD, except as it relates to specific building material requirements and percentages. Non-residential tracts and uses with existing PDs (or comparable special zoning) shall be governed by the standards contained herein.

...

AMEND 7.5(a); DELETE 7.5 (b) THROUGH (d); DELETE TABLE A

7.5 Exterior materials.

- (a) Building products or materials are limited to those approved for use by a national model code (International Building and Fire Codes) published within the last three code cycles.

AMEND 7.6 AS FOLLOWS:

7.6 Non-residential and multifamily design elements. The following apply to nonresidential and multifamily development, including institutional buildings:

1. Goals and intent.

- (1) Buildings should be constructed in a manner that allows flexibility to accommodate a range of uses over time in order to avoid the need to demolish and rebuild for successive uses.
- (2) Buildings should directly contribute to the attractiveness, safety, and function of the street and public areas.

AMEND (3)

- (3) Buildings should be constructed in a manner that is highly durable and will continue to endure and be attractive over a long time, especially adjacent to public and pedestrian areas.
- (4) It is not the intent of this section to discourage innovation. The use of exceptional design features, such as tower elements, exposed beams, or other unique and outstanding architectural ornamentation worthy of merit that make a positive contribution to the surrounding visual environment is encouraged.

2. General design standards.

AMEND (1) AND (2)

- (1) All buildings within a common development or shopping corner/corridor, as shown on a development plan, concept plan, or preliminary site plan, or viewed from an aerial map, should have similar architectural styles, colors, and detailing that compliment and talk to each other without necessarily being monotonous and precise reflections of one another.
- (2) All structures shall be architecturally finished on all four sides with similar styles, colors, and detailing.

(3) Façades shall generally be built parallel to the street frontage, except at street intersections, where a façade containing a primary building entrance should be curved or angled toward an intersection.

(4) All buildings shall be designed and constructed in tri-partite architecture so that they have a distinct base, middle, and top, separated by horizontal elements.

DELETE (5)

~~(5) All buildings shall be constructed of 100 percent masonry finishing material, as outlined in Table A. At least two masonry materials shall be used on all exterior façades. Except for stone, no single material shall exceed 80 percent of an elevation area.~~

RENUMBER (6) TO (5)

~~(6)~~ (5) Roofs shall be peaked with either hip, gable, or mansard design with a minimum 1:4 pitch, or a parapet wall or false mansard design (minimum 1:2 pitch) is acceptable only if constructed around the entire perimeter of a building so that no flat roof shall be visible from a public street or along an active storefront. At all times roof-mounted mechanical equipment shall be screened from view.

DELETE (7) AND (8)

~~(7) For buildings with a visible hip, gable, or mansard roof, allowed materials include metal (standing seam), slate, or tile (clay or cement, barrel or Roman shaped).~~

~~(8) Windows and glazing shall be limited to a minimum of ten percent and maximum of 70 percent of each building elevation. Faux windows or elements that create a comparable visual, such as decorative brickwork, insets of varying materials/colors, or other similar features, are allowed, subject to discretionary review and approval by the director.~~

ADD NEW (6)

(6) All windows should be recessed a minimum four inches from exterior wall finish and have a maximum exterior visible reflectivity of ten percent.

RENUMBER (9) TO (7)

~~(9)~~ (7) Murals cannot display or connote a commercial message without abiding by the sign regulations, as found within the Code.

DELETE (10)

~~(10) Columns should be encased in category A masonry material.~~

RENUMBER (11) TO (8)

~~(11)~~ (8) All streetscape elements and site amenities, such as bike racks, trash receptacles, lampposts, benches, bollards, patio furniture, and tree grates, shall be metal, rust and flake/chip resistant, and generally be black “storm cloud” in color. Minor deviations in color and design that maintain the spirit and intent of the section are allowed with staff approval. Bollards can be concrete or cast metal and shall be of decorative design with no bold colors or sleeves.

3. Primary façade design standards. The following shall apply to all exterior walls of buildings which are clearly visible from a public street or along an active storefront:

DELETE (1) AND (2)

~~(1) — Walls, excluding windows, doors and other openings, shall be constructed of a minimum 70 percent group A materials and a maximum of 30 percent group B materials. A minimum of 20 percent of primary façades shall be stone.~~

~~(2) — A big box may use architectural block (split face CMU) for up to ten percent of each primary façade, in addition to the 30 percent of group B materials, not to exceed 40 percent total.~~

RENUMBER (3) TO (1)

~~(3)~~ 1) All exterior walls of buildings less than 15,000 square feet are considered primary façades, regardless of orientation.

RENUMBER (4) TO (2) AND AMEND

~~(4)~~ 2) Primary façades shall incorporate patterns that include changes in either color, pattern, module size, texture, articulation, ornamentation, or a combination thereof that repeat horizontally and vertically.

4. Secondary façade design standards. The following shall apply to all exterior walls of buildings 15,000 square feet or larger which are not clearly visible from a public street or along an active storefront, or are constructed on a property line as one of a series of in-line buildings where the wall will become part of a common wall:

DELETE (1)

~~(1) — Walls, excluding windows, doors, and other openings, shall be constructed of a minimum 20 percent group A materials and a maximum of 80 percent group B materials. However, the color of the walls shall match the primary façades.~~

RENUMBER (2) to (1) AND AMEND

~~(2)~~ 1) Secondary façades which are adjacent to the primary façade should continue the primary façade treatment by wrapping the corner. This may be achieved with elements such as cornices, bases, and vertical elements.

RENUMBER (3) TO (2)

~~(3)~~ 2) Visual relief shall be provided, both horizontally and vertically, to break up monolithic expanses of secondary façades through the use of repeating patterns.

DELETE TABLE B

TABLE B		
Facades	Percentage Breakdown	Definition

Primary	70% Group A 30% Group B	Exterior walls of buildings which are clearly visible from a public street or along an active storefront
Secondary	20% Group A 80% Group B	Exterior walls of buildings 15,000 square feet or larger which are not clearly visible from a public street or along an active storefront

PARAGRAPHS 5 AND 6 REMAIN THE SAME

5. Building articulation design standards. Primary façades clearly visible from a public street or along an active storefront shall meet the following minimum standards for articulation:

(1) Horizontal articulation. No building wall shall extend for a distance equal to three times the wall's height without providing an offset equal to 15 percent of the wall's height, and that new plane shall extend for a distance equal to at least 25 percent of the maximum length of the first plane.

(2) Vertical articulation. No wall length shall extend for a distance greater than three times the height of the wall without changing height by a minimum of 15 percent of the wall's height, and that new plane shall extend for a distance equal to at least 25 percent of the maximum length of the first plane. Pitched roofs shall count toward achieving vertical articulation, provided they are 65 degrees or less from horizontal.

6. Landmark buildings.

(1) Buildings which are located on axis with a terminating street or major access lane or at the intersection of streets and/or major access lane shall be considered a landmark building.

(2) Such buildings shall be designed with landmark features which take advantage of that location, such as an accentuated 3D entry and a unique building articulation which is offset from the front wall planes and goes above the main building eave or parapet line.

(3) Landmark features shall be in proportion to the building and are subject to review and approval by the director.

AMEND 7.7 AS FOLLOWS:

7.7 Industrial building design standards. The following apply to structures constructed in an industrial zoning district and proposing an industrial and/or manufacturing use, per the use chart of the zoning ordinance:

ADD NEW (a)

(a) Building products or materials are limited to those approved for use by a national model code (International Building and Fire Codes) published within the last three code cycles.

RENUMBER (a) to (b)

~~(a)~~ (b) The main entry or office area of the building shall be articulated both horizontally and vertically by at least two feet or ten percent of the adjacent wall length. Building corners shall also be articulated, as approved by the director.

DELETE (b) THROUGH (d)

~~(b) Primary exterior façades which are clearly visible from a public street shall be constructed with a minimum ten percent group A materials and up to 90 percent group B materials. The group A materials noted above shall be applied to corners, entries, and other areas in order to mitigate monotony and increase aesthetics. A minimum of two different materials shall be used on primary façades.~~

~~(c) Secondary exterior façades not facing a public street may be constructed with up to 100 percent group B materials.~~

~~(d) For industrial buildings, cinder block and aggregate may be considered as category B masonry materials for secondary façades. The director has authority to declare certain structures with inherent industrial like use, such as cabinet structures associated with communication towers, to be industrial for the purposes of this section.~~

RENUMBER THE FOLLOWING

~~(c)~~ (c) A uniform color scheme is required. Colors shall be neutrals, creams, pastels, or deep, rich, non-reflective, natural, or earth-tone colors. Bold reds, greens, oranges, and other “hot and cold” colors should be avoided.

~~(d)~~ (d) Structures shall incorporate two of the auxiliary design standards.

AMEND 7.8 TO READ AS FOLLOWS

7.8 Residential design standards. The following architectural design standards shall apply to all single-family residential and duplex development:

(a) Building products or materials are limited to those approved for use by a national model code (International Building and Fire Codes) published within the last three code cycles.

(b) Homes, with elevations adjacent to or facing/backing to a right-of-way categorized as a collector or bigger, even if separated by an alley or HOA common area, shall be a minimum of two stories in height.

(c) The primary residential structure shall incorporate a minimum of three of the following “gifts to the street” into each front elevation:

- (1) Gables, dormers, or other comparable vertical articulation
- (2) Covered front porch not less than 100 square feet in area
- (3) Recessed entry not less than four feet in depth
- (4) Architectural garage door
- (5) Architectural pillars, posts, or arches
- (6) Bay window facing street, or other comparable horizontal articulation
- (7) Minimum roof pitch 8:12 or variable roof pitch
- (8) Separate transom windows
- (9) Cupulas or turrets
- (10) Garage door not facing street
- (11) Roof accent upgrades
- (12) Decorative driveway paving (enhancements)
- (13) Decorative pattern-work integrated into a front façade

AMEND (b)(2) ONLY

7.9 Other site area standards.

...

- (b) Mechanical equipment.

...

- (2) Outside equipment, coolers, and/or other mechanical items shall be screened in accordance with the screening standards of the zoning ordinance or be enclosed by a masonry wing wall. Roof mounted equipment shall be screened by the parapet, not metal screens, nor visible from public view. Transformers should be placed to mitigate their visual impact.

...

Sec. 9. Wind energy systems.

9.1 Definitions.

...

AMEND

dBA means the sound pressure level in decibels. Refers to the “a” weighted scale defined by ANSI. A method for weighting the frequency spectrum to mimic the human ear.

...

Sec. 10. Lighting.

...

10.3 Definitions.

...

DELETE FOOTCANDLE AND REPLACE WITH:

Foot-candle means the amount of illumination provided by one lumen uniformly distributed on one square foot of surface.

DELETE FOOTLAMBERT AND REPLACE WITH:

Foot-lambert means the luminance of a surface uniformly emitting, transmitting, or reflecting one lumen per square foot of surface.

...

AMEND

Illumination means the density of the luminous flux (lumens) incident on a surface. It is the quotient of the luminous flux divided by the area of the surface, expressed in foot-candles

...

AMEND

Kilowatt (kWh) means a unit of energy equal to the work done by one kilowatt (1,000 watts) of power acting for one hour.

...

AMEND 10.6 A ONLY

10.6 Measurement.

A. Metering equipment. Lighting levels shall be measured in foot-candles with a direct reading, portable light meter. The meter shall read within an accuracy of plus or minus five percent. It shall have been tested and calibrated by an independent commercial photometric laboratory or the manufacturer within one year of the date of use as attested to by a certificate issued by such laboratory.

...

AMEND 10.7 A (1) THROUGH (6) ONLY; AMEND B (1) AND (2)

10.7 Illumination.

A. Limitations on neighboring property. The limit of illumination on neighboring property from one establishment shall be based on the zoning of the neighboring property.

Maximum computed maintained and maximum measured foot-candles at the neighboring property lines shall not exceed:

- (1) Single family and two-family residential districts: 0.25 foot-candles
- (2) Multifamily residential districts: 0.5 foot-candles
- (3) Agriculture: 1.0 foot-candles
- (4) Nonresidential districts (excluding industrial): 3.0 foot-candles
- (5) Rights-of-way and private streets: 3.0 foot-candles
- (6) Industrial districts: 5.0 foot-candles

...

B. Limitations on subject property. The maximum outdoor maintained computed and measured illumination level on the subject property shall not exceed 20 foot-candles at any point, with the following exceptions:

- (1) Lighting under canopies (such as service stations) shall not exceed 30 foot-candles. All other lighting on the site shall comply with the provisions of this section.
- (2) Lighting for car dealerships shall not exceed 30 foot-candles within vehicle display areas.

...

AMEND (a) AND (c)

11.3 Administration and enforcement of landscaping provisions.

a. Form and content of application. To be accepted as complete, landscape plans shall be prepared by a person knowledgeable in plant material usage and landscape design (e.g., landscape architect, landscape contractor, landscape designer, etc.), prepared in the format specified by the director of development services or his/her designee and shall contain all information and supporting materials required by this section. Landscape plans involving grade work or retaining walls shall be prepared and sealed by a professional engineer licensed to practice in the State of Texas. Irrigation plans shall be submitted with building plans when the building permit application is submitted to the chief building official for review. In addition, irrigation plans shall be prepared by a licensed irrigator.

b. Maintenance responsibility. It shall be the responsibility of the owner (or applicable Homeowner's Association/Property Owner's Association) to maintain all installed landscaping, screening walls or living screens.

c. Surety. When due to drought restrictions, a property owner seeks a certificate of occupancy prior to landscaping being installed, the director of development services shall require an irrevocable letter of credit or cash escrow equivalent to 135 percent of the total cost of the landscaping. Appropriate erosion control measures will need to be taken by the

property owner during the deferral of planting. These measures should include the installation of erosion control fabric (e.g., Curlex) and other necessary measures.

...

AMEND a 2 ONLY

11.4 Required landscaping.

a. General. In all areas other than single-family and two-family dwellings, at least ten percent of the gross lot area excluding rights-of-way shall be maintained as landscaped area and shall comply with the following standards:

...

2. No tree may be planted within five feet of any impermeable surface or area, unless approved by the director of development services or a greater distance is required due to tree species.

...

AMEND c 1; AMEND f 2

11.5 General landscaping requirements and standards.

...

c. Plant Material Substitution.

1. Due to seasonal planting issues and a lack of plant availability, approved landscape plans may require minor revisions. Revisions to approved plans shall be approved by the director of development services or his/her designee.

...

f. Maintenance. Every owner and person in control of property shall keep landscaped areas in a well-maintained, safe, clean, and attractive condition at all times. Such maintenance shall include, but is not limited to, the following:

...

2. All plant material shall be maintained in a healthy and growing condition and must be replaced within 30 days with plant material of similar variety and size (size not to be smaller than the minimum required by this section at the time of replacement) if diseased, damaged, destroyed, or removed. If replacement cannot or should not be affected within the 30-day period due to seasonal temperatures, an extension may be approved by the director of development services if requested in writing, stating when such planting is to

be accomplished. No planting delay of over 90 days shall occur. When replacement of landscape material conflicts with watering restrictions, such surety for replacement of landscape materials shall be posted in an amount equal to 135 percent of the total cost of the landscaping.

...

AMEND e 3(a) and (b) ONLY

11.6. Screening standards.

...

e. Living screen standards. If a living screen is authorized, it shall consist of a berm and plant materials and shall comply with the following standards:

...

3. Large evergreen-type shrubs shall be selected from the approved planting materials list and planted in accordance with specifications herein. In addition, the plant materials shall:

(a) Be located in a bed that is of a width suitable for the required plant spacing, but at least five feet wide. The director of development services or his/her designee may require a wider bed width depending on type, species and/or growing habit.

(b) Be planted in staggered rows over the entire length of the bed unless the director of development services or his/her designee approves an alternative planting density as being capable of providing a solid screen within one year of planting.

(c) Be a minimum of six feet in height at time of planting and provides the required visual barrier.

AMEND 11.7 f 1 ONLY

11.7 Tree preservation.

f. Tree management plan required.

1. Along with the submittal of an application for approval of a detailed development plan, site plan, subdivision plat, clearing and grading plan, erosion control plan or public improvement construction plan, a tree management plan shall be submitted to the development services department and any lot one acre or greater must have a plan submitted by a landscape architect. See subsection i. for tree preservation and mitigation requirements.

...

AMEND 11.8 c ONLY

11.8 Alternative landscape plan.

...

c. Application requirements. An application for an ALP shall be in a form established by the director of development services or his/her designee and shall include a narrative and any necessary supporting documentation that clearly details and demonstrates compliance with this section.

...”

SECTION 3. To the extent of any irreconcilable conflict with the provisions of this ordinance and other ordinances of the City of Sachse governing the use and development of the Property and which are not expressly amended by this ordinance, the provisions of this ordinance shall be controlling.

SECTION 4. 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 5. 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 6. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Ordinances of the City of Sachse, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 7. That any person, firm, or corporation violating any provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 8. 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 _____ 2019.

APPROVED:

Mike J. Felix
Mayor

DULY ENROLLED:

Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr.
City Attorney
(10-03-2019:TM 111298)

Zoning Ordinance Amendment

CITY COUNCIL

OCTOBER 7, 2019



Request

Conduct a public hearing to consider and act on an ordinance amending the Code of Ordinances by amending Chapter 11 titled “Zoning”.



Overview

Proposed revisions are intended to:

- Update regulations to reflect recent changes in State Law, specifically House Bill 2439, which limits the ability of a City to regulate building materials; and
- Clean up errors in the code and outdated references and provisions.

Notable Proposed Changes

☐ Building material requirement changes

- Building products or materials are limited to those that are approved for use by a national model code (International Building & Fire Codes) published within the last three code cycles.
- No minimum percentage of the type of materials.
- Applies to the construction, renovation, maintenance, or other alteration of a residential or commercial building.

☐ Creation of Administrative Adjustment

- Allows for the Director of Development Services to authorize adjustments of up to ten (10) percent from any dimensional standard or numerical requirement within the zoning ordinance.
- Establishes criteria for approval.

☐ Added / clarified definitions

- Added, renamed and clarified definitions for uses such as construction office, group home, townhouse.

☐ Clean up / clarified provisions

- Sidewalks/street trees in Old Town District, parking in PGBT, PD provisions.
- 

Recommendation

- Staff recommends approval of the proposed ordinance amendment.
- The Planning & Zoning Commission voted 5-0 to recommend approval of the proposed ordinance amendment at their September 23, 2019 meeting.



Agenda Item Details

Meeting	Oct 07, 2019 - Regular Combined City Council Meeting
Category	F. Regular Agenda Items
Subject	3. Consider approval of an ordinance amending Chapter 9 of the City of Sachse Code of Ordinances titled "Traffic Regulations" to prohibit a person to Stop, Stand, or Park a motor vehicle along Woodcreek Way a distance 40 feet south of Meadow Bluff Lane and along Woodcreek Way a distance of 100 feet south of Meadow Bluff Court.
Access	Public
Type	Action, Information
Preferred Date	Oct 07, 2019
Absolute Date	Oct 07, 2019
Fiscal Impact	No
Budgeted	No
Recommended Action	Approve as presented.
Goals	Meet the public safety needs of a growing citizen, student, and business population.

Public Content

BACKGROUND

In 2018, the City installed a marked four-way crosswalk staffed with a crossing guard at the intersection of Canyon Crest & Woodcreek Way. Additionally, the school zone was extended along Woodcreek Way to Canyon Crest. Currently, the area surrounding Whitt Elementary becomes extremely congested during drop off and pick up times. Vehicles are parking too close to crosswalks encroaching into designated cross walks, blocking pedestrian access and sidewalks, and restricting pedestrian/vehicle visibility and turning at intersections.

OVERVIEW

In order to provide a safer route for students, staff is recommending parking restrictions on Woodcreek Way near Whitt Elementary to allow better visibility for vehicles and children to safely cross at designated crossing areas.

POLICY CONSIDERATIONS

This amends Chapter 9 of the City of Sachse "Traffic Regulations" Ordinance

RECOMMENDATION

Staff recommends approval of this Ordinance amendment.

Ordinance Amending Chapter 9 Traffic by Adding No Parking Along Woodcreek Way-LR.docx (18 KB)

Presentation - Whitt Woodcreek Way Parking Ordinance (2)-lr.pptx (2,986 KB)

**Agenda Item Details**

Meeting	Oct 07, 2019 - Regular Combined City Council Meeting
Category	F. Regular Agenda Items
Subject	3. Consider approval of an ordinance amending Chapter 9 of the City of Sachse Code of Ordinances titled "Traffic Regulations" to prohibit a person to Stop, Stand, or Park a motor vehicle along Woodcreek Way a distance 40 feet south of Meadow Bluff Lane and along Woodcreek Way a distance of 100 feet south of Meadow Bluff Court.
Access	Public
Type	Action, Information
Preferred Date	Oct 07, 2019
Absolute Date	Oct 07, 2019
Fiscal Impact	No
Budgeted	No
Recommended Action	Approve as presented.
Goals	Meet the public safety needs of a growing citizen, student, and business population.

Public Content**BACKGROUND**

In 2018, the City installed a marked four-way crosswalk staffed with a crossing guard at the intersection of Canyon Crest & Woodcreek Way. Additionally, the school zone was extended along Woodcreek Way to Canyon Crest. Currently, the area surrounding Whitt Elementary becomes extremely congested during drop off and pick up times. Vehicles are parking too close to crosswalks encroaching into designated cross walks, blocking pedestrian access and sidewalks, and restricting pedestrian/vehicle visibility and turning at intersections.

OVERVIEW

In order to provide a safer route for students, staff is recommending parking restrictions on Woodcreek Way near Whitt Elementary to allow better visibility for vehicles and children to safely cross at designated crossing areas.

POLICY CONSIDERATIONS

This amends Chapter 9 of the City of Sachse "Traffic Regulations" Ordinance

RECOMMENDATION

Staff recommends approval of this Ordinance amendment.

Ordinance Amending Chapter 9 Traffic by Adding No Parking Along Woodcreek Way.pdf (16 KB)

Presentation - Whitt Woodcreek Way Parking Ordinance.pdf (410 KB)

Parking Ordinance – Woodcreek Way

CITY COUNCIL

OCTOBER 7, 2019



Background

- In 2018, the City installed a marked four-way crosswalk staffed with a crossing guard at the intersection of Canyon Crest & Woodcreek Way. Additionally, the school zone was extended along Woodcreek Way to Canyon Crest
- Currently, the area surrounding Whitt Elementary becomes extremely congested during drop off and pick up times. Vehicles are parking too close to crosswalks encroaching into designated cross walks, blocking pedestrian access and sidewalks, and restricting pedestrian/vehicle visibility and turning at intersections
- In order to provide a safer route for students we are recommending parking restrictions on Woodcreek Way near Don Whitt Elementary to allow better visibility for vehicles and children to safely cross at designated crossing areas

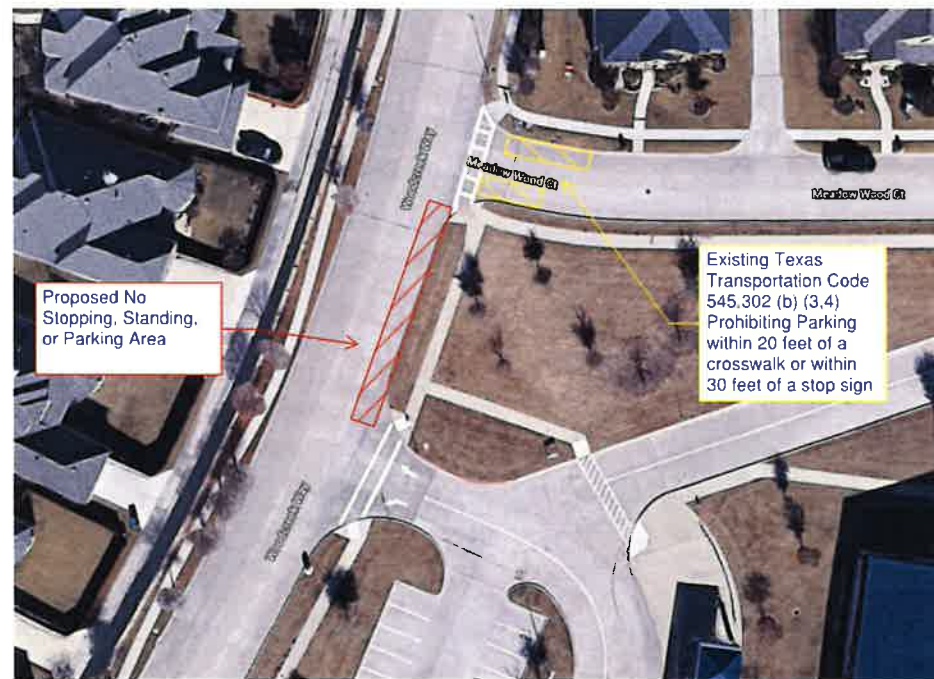
Proposed Locations



Proposed Locations



Proposed Locations



Objective

- To restrict parking of vehicles within crosswalks and near intersections along Woodcreek Way at Meadow Bluff Court and Meadow Wood Court
- How do we accomplish this:
 - Adoption of amendment to Chapter 9 “Traffic Regulations” for Woodcreek Way locations
 - Enforce Texas Transportation Code on Meadow Wood Court that prohibits parking within 30 feet of a stop sign and within 20 feet of a cross walk
 - Install “No Parking Here to Corner” and “No Stopping, Standing, and Parking” Signs at designated locations



Next Steps

- Staff recommends approval of an amendment to Chapter 9 of the "Traffic Regulations" Ordinance to Prohibit a person to Stop, Stand, or Park a motor vehicle along Woodcreek Way a distance 40 feet south of Meadow Bluff Lane and along Woodcreek Way a distance of 100 feet south of Meadow Bluff Court
- Enforce Texas Transportation Code Section 545.302 (b) (3,4) on Meadow Wood Court that prohibits parking within 30 feet of a stop sign and within 20 feet of a cross walk
- Install "No Parking Here to Corner" and "No Stopping, Standing, and Parking" Signs at designated locations

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AMENDING THE SACHSE CODE OF ORDINANCES BY AMENDING CHAPTER 9, "TRAFFIC REGULATIONS" BY AMENDING SECTION 9-6, "PARKING" BY ADDING A NEW SUBSECTION B(6) TO PROVIDE FOR NO PARKING AREAS ALONG WOODCREEK WAY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO HUNDRED (\$200.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that an amendment to the no parking zones regulations for the city is necessary in order to clarify where no parking is permitted.

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

SECTION 1. The Code of Ordinances, City of Sachse, Texas, be amended, by amending Chapter 9, Traffic Regulations, Section 9-6, Parking, to read as follows:

"Sec. 9-6. Parking.

...

B. No parking areas. Certain areas or portions of the public streets described in this section have been, are hereby and shall hereafter be set apart, marked and designated as no parking for all vehicles owned by or operated by any person within said areas or portions of said public streets. The parking of any vehicle within any space within the designated area which is or shall be marked "No Parking" shall be prohibited on each and every day of the year between the hours of 12:01 a.m. and 12:00 midnight.

...

- (6) It shall be unlawful and an offense for any person to stop, stand, leave, or park any motor vehicle along any curb along Woodcreek Way from a distance of 40 feet south of Meadow Bluff Lane and along Woodcreek Way from a distance of 100 feet south of Meadow Bluff Court.

..."

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 all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 4. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

SECTION 5. That any person violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Sachse as heretofore amended and upon conviction shall be punished by a fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense.

SECTION 6. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provides.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas on the _____ day of _____, 2019.

APPROVED:

Mike J. Felix
Mayor

DULY ENROLLED:

Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr.
City Attorney
(09-27-2019:TM 111213))

**Agenda Item Details**

Meeting	Oct 07, 2019 - Regular Combined City Council Meeting
Category	F. Regular Agenda Items
Subject	4. Consider an ordinance adopting the 2019 Water Resource and Emergency Management Plan.
Access	Public
Type	Action, Information
Preferred Date	Oct 07, 2019
Absolute Date	Oct 07, 2019
Fiscal Impact	No
Budgeted	No
Budget Source	No funding required
Recommended Action	Approve as presented.
Goals	Provide excellent government services to Sachse citizens. Meet the public safety needs of a growing citizen, student, and business population.

Public Content**BACKGROUND**

Sachse purchases wholesale treated water from the North Texas Municipal Water District and supplies it to customers via the public water system. As a customer city to NTMWD and a public water provider, the City of Sachse is responsible for adopting a water resource and emergency management plan. Every five years, public water suppliers must submit a Water Conservation Plan and a Water Resource and Emergency Management Plan to the Texas Commission on Environmental Quality (TCEQ) and the Texas Water Development Board (TWDB). The companion document, the Water Conservation Plan was recently approved by City Council on September 16, 2019.

OVERVIEW

The purpose of this plan is to have multiple methods and strategies to provide short-term and long-term plans for water savings during drought or emergency conditions. The main elements of the plan are continuing public education, determining initiation and termination conditions for each drought stage, and overall goals for reduction of use and those measures for each stage of the drought.

POLICY CONSIDERATIONS

As a public water system, the City of Sachse is required to adopt a Water Resource and Emergency Management Plan every five years in accordance with state law.

RECOMMENDATION

Approve the 2019 Water Resource and Emergency Management Plan as presented.

Presentation - Water Resource and Emergency Management Plan-LR.pptx (198 KB)

Ordinance Amending Section 10-7 to Include Water Resource and Emergency Management Plan.pdf (19 KB)

2019 Water Resource and Emergency Management Plan

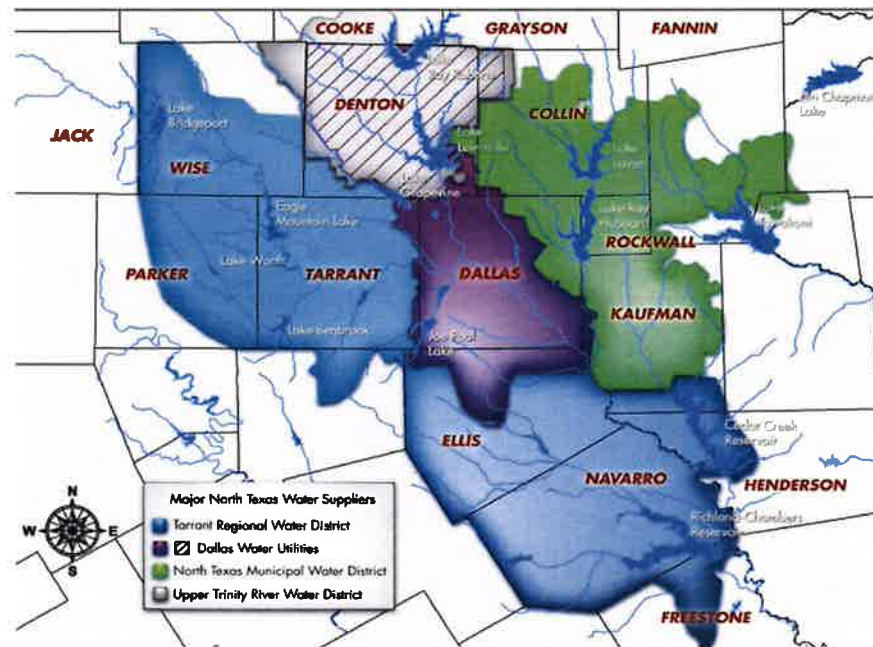
CITY COUNCIL

OCTOBER 7, 2019



Background

- Beginning in 2014, regional water providers in the Dallas/Fort Worth area worked together to create conservation and emergency management plans with consistent measures for operations during the three drought stages
- Our Regional water provider is the North Texas Municipal Water District (NTMWD)



Background

- Every five years, public water suppliers must submit a Water Conservation Plan and a Water Resource and Emergency Management Plan to the Texas Commission on Environmental Quality (TCEQ) and the Texas Water Development Board (TWDB)
- Staff submitted these plans in May of 2019 for review and comment to the TWDB and the TCEQ. The companion document, the Water Conservation Plan was recently approved by Sachse City Council on September 16, 2019

Water Resource and Emergency Management Plan

The purpose of this plan is to have multiple methods and strategies to provide short-term and long-term plans for water savings during drought or emergency conditions

Main Elements of the Plan:

- Continuing public education and information campaign
- Initiation and termination conditions for each stage
- Goals for reduction of use and required reduction measures for each stage (three stages) of drought

Water Resource and Emergency Management Plan

Stage 1	Stage 2	Stage 3
2% Reduction Goal	10% Reduction Goal	Complete Reduction
2x/week: Apr. 1 st – Oct. 31 st 1x/week: Nov. 1 st – Mar. 31 st	1x/week: Apr. 1 st – Oct. 31 st 2x/month: Nov. 1 st – Mar. 31 st	No lawn watering allowed
No lawn watering between 10am – 6pm Apr. 1 st – Oct. 31 st	No lawn watering between 10am – 6pm Apr. 1 st – Oct. 31 st	No lawn watering allowed. Prohibits installation of new landscaping or new pools
Hand watering allowed with shut-off nozzle, drip irrigation or soaker hoses up to 2 hours any day for foundations, trees and shrubs	Foundations, shrubs and trees may be watered up to 2 hours on designated days by drip or soaker hose	Foundations and trees may be watered up to 2 hours on designated days by drip or soaker hose
Excessive runoff, watering during precipitation and freezing temperatures prohibited	Excessive runoff, watering during precipitation and freezing temperatures prohibited	Initiate a rate surcharge as requested by NTMWD or as deemed necessary by the City Manager

Water Resource and Emergency Management Plan

Seasonal Storage Level Capacities

Stage 1	Stage 2	Stage 3
Drought Stage Initiated Storage level in Lake Lavon is less than: 70%: April to October 60%: November to March	Drought Stage Initiated Storage level in Lake Lavon is less than: 55%: April to October 45%: November to March	Drought Stage Initiated Storage level in Lake Lavon is less than: 30%: April to October 20%: November to March
Drought Stage Terminated Storage Levels in Lake Lavon are greater than: 75%: April to October 65%: November to March	Drought Stage Terminated Storage Levels in Lake Lavon are greater than: 70%: April to October 60%: November to March	Drought Stage Terminated Storage Levels in Lake Lavon are greater than: 55%: April to October 45%: November to March

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 10 TITLED "UTILITIES" BY AMENDING ARTICLE 1 TITLED "IN GENERAL" BY RENAMING SECTION 10-7 "WATER CONSERVATION PLAN AND WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN" TO ADOPT THE "2019 CITY OF SACHSE WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN"; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sachse, Texas (the "City"), recognizes that the amount of water available to its water customers is limited; and

WHEREAS, the City recognizes that due to natural limitations, drought conditions, system failures and other acts of God which may occur, the City cannot guarantee an uninterrupted water supply for all purposes at all times; and

WHEREAS, the Water Code and the regulations of the Texas Commission on Environmental Quality (the "Commission") require that the City adopt a water resource and emergency management plan; and

WHEREAS, the City has determined an urgent need in the best interest of the public to adopt a water resource and emergency management plan; and

WHEREAS, pursuant to Chapter 54 of the Local Government Code, the City is authorized to adopt such Ordinances necessary to preserve and conserve its water resources; and

WHEREAS, the City Council desires to amend the Code of Ordinances by adopting the North Texas Municipal Water District ("NTMWD") Model Water Resource and Emergency Management Plan" which shall be officially known as the "2019 City of Sachse Water Resource and Emergency Management Plan" attached hereto as Exhibit "A," incorporated herein by reference and made a part hereof, as official City policy;

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

SECTION 1. That the City of Sachse Code of Ordinances is amended by amending Chapter 10 titled "Utilities" by amending Article 1 titled "In General" by amending Section 10-7, to read as follows:

“Chapter 10

UTILITIES

....

ARTICLE I. IN GENERAL

...

Sec. 10-7. Water conservation plan and water resource and emergency management plan.

A. 2019 City water conservation plan and 2019 City water resource and emergency management plan. The 2019 city water conservation plan and the 2019 city water resource and emergency management plan (the “plans”), are attached hereto as Addendum A, as if recited verbatim herein. The city commits to implement the requirements and procedures set forth in the adopted plans.

Addendum “A” is hereby adopted by reference for the city and made part hereof for all purposes, the same as if fully copied herein.

...”

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 all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 4. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

SECTION 5. That any person violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Sachse as heretofore amended and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

SECTION 6. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provides.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas on the _____ day of _____, 2019.

APPROVED:

Mike J. Felix
Mayor

DULY ENROLLED:

Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr.
City Attorney
(09-25-2019:TM 111143)

**Agenda Item Details**

Meeting	Oct 07, 2019 - Regular Combined City Council Meeting
Category	F. Regular Agenda Items
Subject	5. Consider a resolution to submit projects for inclusion into the Dallas County Master Agreement Governing Major Capital Transportation Improvements Projects 7th Call for Projects.
Access	Public
Type	Action (Consent)
Preferred Date	Oct 07, 2019
Absolute Date	Oct 07, 2019
Fiscal Impact	Yes
Budgeted	No
Recommended Action	Approve as presented.
Goals	Strategically invest in the City's existing and future infrastructure.

Public Content**BACKGROUND**

The City of Sachse is partnering with Dallas County on the next series of major capital improvements. The next submittal for projects to be included into the Dallas County Master Agreement Governing Major Capital Transportation Improvements Projects is the 7th Call for Projects. Staff recommends including a funding request for design and construction for Sachse Road from Miles Road to Merritt Road and additional funding be added for construction costs associated with the Merritt Road project currently under design.

OVERVIEW

Staff will provide an update and description of the projects recommended for submission to the 7th Call for Projects.

POLICY CONSIDERATIONS

The City of Sachse and Dallas County are partnering in the project funding for multiple projects.

RECOMMENDATION

Staff recommends that the City Council approve the project submittal recommendations to Dallas County.

Council Presentation - 2019-20 Dallas County 7th MCIP.pdf (173 KB)

Resolution for Dallas County Project Submission.pdf (119 KB)

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

Dallas County 7th MCIP Call for City Projects

CITY COUNCIL MEETING

OCTOBER 7, 2019



Project Call Requirements

- Project must be on Dallas County Thoroughfare Plan
 - City must have active MCIP Master Agreement
 - Council must approve the project by resolution
 - Sachse local match is 55% of project eligible costs
 - Four project categories
 - Increase roadway capacity and connectivity
 - Bicycle-Pedestrian
 - Safety
 - Innovative or Alternative Mobility Solution
 - Project call closes October 18, 2019
 - Project to be constructed FY 2022-25
- 

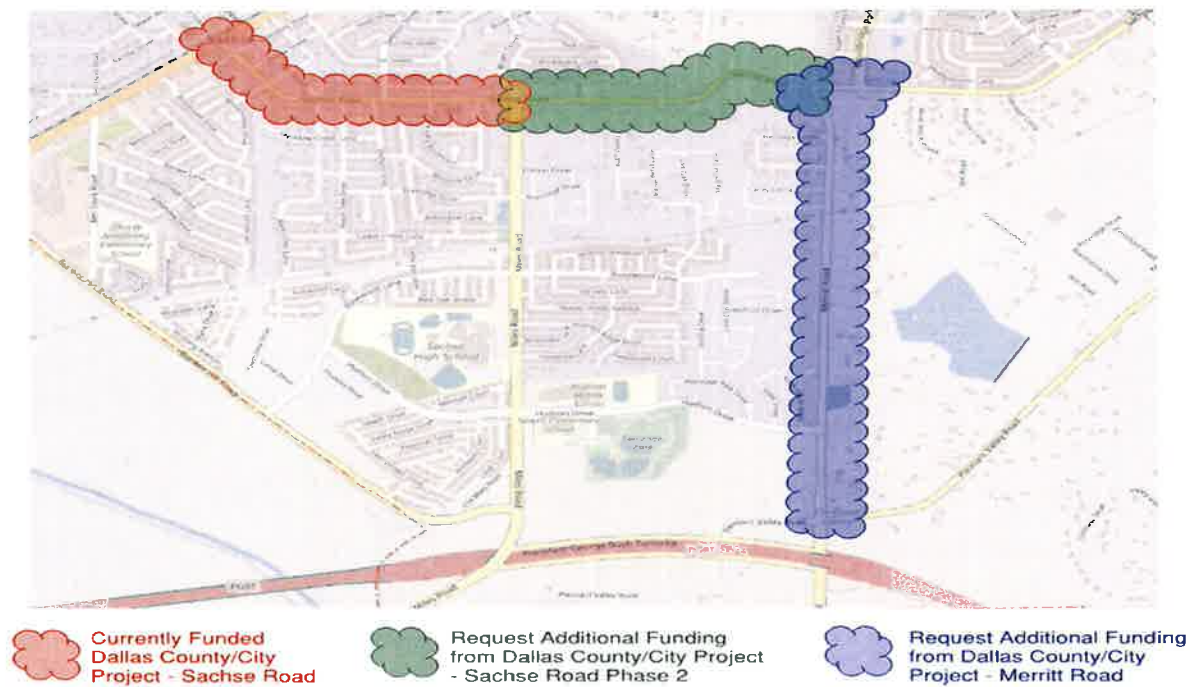
Current Selected MCIP Projects

- Sachse Road-SH78 to Miles for \$11.6M (award processing)
- Merritt Road-Sachse to Pleasant Valley (in design)
- Sachse Road-Ballard to Muddy Creek (inactive – funding reallocated to Sachse Road Project)
- Pleasant Valley Road-Merritt to City Limit (inactive – funding reallocated to Sachse Road Project)

Merritt Road Impacts

- Enhanced lighting, landscaping, and irrigation are at 100% City cost
- Currently Merritt Road has \$330,000 Dallas County commitment
 - Additional items may require additional funding to be determined during design
- Full local share must be available at contract award

Project Location Map



Staff Recommended 7th MCIP Projects

- Increase Dallas County Funding portion of local match for Merritt Road by \$2 million (supported by both NCTCOG and Dallas County staff)
- Reorder Sachse Road improvements to improve capacity from west to east:
 - From Miles Road to Merritt Road-New Phase 2
 - From Merritt Road to Country Club Drive-New Phase 3
 - From Country Club Drive to City Limit-New Phase 4
- Submit Sachse Road Phase 2 under 7th MCIP Project call
 - Estimated total project cost in 2025 at \$15 million
 - Expected Local share estimated at \$8.2 million (funding to be identified)

Staff Recommendations

- Staff recommends Council approve a resolution supporting submission of a \$2 million increase in funding for Merritt Road as its first priority.
- Staff recommends Council approve a resolution supporting submission of a new \$15 million project to increase the capacity and improve the safety of Sachse Road from Miles Road to Merritt Road as its second priority.

Next Steps

- Staff will prepare and submit the applications for both projects before the October 18, 2019 deadline.
- Staff will prepare a funding strategy and schedule for Sachse Road Phase 2 and present it to Council as part of a coordinated CIP financing plan at a future Council meeting.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS,
AUTHORIZING THE SUBMISSION TO DALLAS COUNTY OF PROPOSED
CAPITAL IMPROVEMENT PROJECTS UNDER THE 2019 7TH MCIP CALL FOR
PROJECTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on April 16, 2019 the Dallas County Commissioners Court approved the 7th MCIP Call for Projects and the criteria for project selection; and

WHEREAS, there is no funding limitation on projects other than Cities having their match available for contract award; and

WHEREAS, selected projects are expected to be constructed during FY 2022 through FY 2025; and

WHEREAS, eligible projects must be on the County's approved Thoroughfare Plan; and

WHEREAS, eligible projects require the City to fund fifty percent of the eligible project costs with Dallas County funding the other fifty percent of eligible project costs; and

WHEREAS, the City of Sachse has two roadway projects that are eligible under the approved selection criteria; and

WHEREAS, the Merritt Road Project has been selected for funding and is identified as Dallas County MCIP Project No. 22807; and

WHEREAS, the Merritt Road Project is anticipated to require an additional \$2 million in funding; and

WHEREAS, the Merritt Road Project currently has \$5 million in City Certificates of Obligations and \$330,000 of Dallas County funds allocated to the project; and

WHEREAS, the section of Sachse Road from Miles Road to Merritt Road has been identified as the next logical section of Sachse Road to be improved and is a new project eligible for selection; and

WHEREAS, this section of Sachse Road is estimated to cost \$15 million with the City share estimated at \$8.2 million and the Dallas County share estimated at \$6.8 million; and

WHEREAS, selection of these two roadway projects would greatly improve public safety and traffic flow, thereby substantially benefiting the public.

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

SECTION 1. The City Council of the City of Sachse, Texas hereby authorizes staff to submit to Dallas County the following proposed roadway improvement projects under the 2019 7th MCIP call for City Projects:

- (1) Receive additional \$2 million from Dallas County for the Merritt Road, Dallas County MCIP Project No. 22807.
- (2) Support the submission of a new \$15 million project to increase the capacity and improve the safety of Sachse Road from Miles Road to Merritt Road.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the 7th day of October, 2019.

CITY OF SACHSE, TEXAS

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

**Agenda Item Details**

Meeting	Oct 07, 2019 - Regular Combined City Council Meeting
Category	F. Regular Agenda Items
Subject	6. Consider a resolution to submit projects for inclusion into the 2019 Collin County Call for City Projects.
Access	Public
Type	Action
Preferred Date	Oct 07, 2019
Absolute Date	Oct 07, 2019
Fiscal Impact	Yes
Budgeted	No
Recommended Action	Approve as presented.
Goals	Strategically invest in the City's existing and future infrastructure.

Public Content**BACKGROUND**

The City of Sachse is partnering with Collin County on the next series of major capital improvements. Collin County is now accepting requests for project submissions to be included into the 2019 Collin County Call for City Projects. Staff recommends including a funding request for the design and construction of three traffic signals located at Ranch Road and Dewitt Road, Woodbridge Parkway and Cody Lane, and Woodbridge Parkway and Creek Crossing.

OVERVIEW

Staff will provide an update and description of the projects recommended for submission to the 2019 Collin County Call for Projects. Staff will prioritize these based on traffic data collected.

POLICY CONSIDERATIONS

The City of Sachse and Collin County are partnering in the project funding for multiple signal projects.

RECOMMENDATION

Staff recommends that the City Council approve the project submittal recommendations to Collin County.

[Staff Presentation - 2019-20 Collin County Call for Projects.pdf \(136 KB\)](#)

[Resolution for Collin County Project Submission.pdf \(31 KB\)](#)

2019-20 Collin County Call for City Projects

CITY COUNCIL MEETING

OCTOBER 7, 2019



Project Call Requirements

- Funding available - \$36 million
- Project must be on Collin County Thoroughfare Plan
- Project call closes October 31, 2019
- Council must approve the project by resolution
- Project must have broad impact
- Sachse local match is 30% of project total
- Project must have actual traffic counts, not projections
- Congestion relief is primary purpose

Staff Evaluation of Potential Projects

- City roads in Collin County currently are in good shape with adequate capacity
- Focus on safety and traffic flow through all-way stop intersections
 - Intersection of Cody Lane and Woodbridge Parkway averages 10+ accidents per year and has high traffic volumes because of the adjacent Walmart
 - Intersection of Ranch and Dewitt Roads average one accident per year but has high north-south traffic volumes
 - Intersection of Woodbridge Parkway and Creek Crossing Lane average less than one accident per year, but its proximity to Cheri Cox Elementary School cause significant congestion during student arrival/departure
 - Council was previously briefed on May 20, 2019 on need for these traffic signals

Project Location Map



Budgetary Impacts

- The typical cost to signalize an intersection is estimated at:
 - \$50,000 for engineering design and land surveying
 - \$350,000 for construction
- The estimated total project cost for the three traffic signals is \$1.2 million
- The City match would be \$360,000 if all three traffic signals were approved by Collin County under the project call

Staff Recommendation

- Staff recommends Council approve a resolution supporting the submission of the three intersections for traffic signal improvements under the 2019-20 Collin County Call for City Projects

Next Steps

- Staff is working with Lee Engineering to obtain current traffic counts and finalize a traffic signal warrant analysis at the three intersections
- Staff will prepare and submit the application for the three projects before the October 31, 2019 deadline

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AUTHORIZING THE SUBMISSION TO COLLIN COUNTY OF PROPOSED CAPITAL IMPROVEMENT PROJECTS FOR THE 2019-2020 CYCLE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 17, 2018, the Collin County Commissioners Court approved a Call for City Projects and the criteria for project selection; and

WHEREAS, \$36 million dollars has been made available from the second year of the 2018 Collin County Bond Sale for award to Cities under this call for projects; and

WHEREAS, eligible projects must be on the County's approved Thoroughfare Plan; and

WHEREAS, eligible projects require the City to fund thirty percent of the project costs with Collin County funding seventy percent of project costs; and

WHEREAS, the City of Sachse has three intersections eligible for signalization under the selection criteria; and

WHEREAS, the estimated cost to signalize all three intersections is \$1.2 million; and

WHEREAS, selection of the three intersections for signalization would greatly improve public safety and traffic flow, thereby substantially benefiting the public.

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

SECTION 1. The City of Sachse, Texas hereby authorizes the submission to Collin County of the proposed intersections for signalization listed below:

- (1) Cody Lane and Woodbridge Parkway Intersection;
- (2) Ranch Road and Dewitt Road Intersection; and
- (3) Woodbridge Parkway and Creek Crossing Intersection.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the 7th day of October, 2019.

CITY OF SACHSE, TEXAS

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

**Agenda Item Details**

Meeting	Oct 07, 2019 - Regular Combined City Council Meeting
Category	F. Regular Agenda Items
Subject	7. Consider authorizing the City Manager to execute an amended and revised development agreement with Main Street TH, Ltd. for the Sable Hills Estates Subdivision.
Access	Public
Type	Action, Information
Preferred Date	Oct 07, 2019
Absolute Date	Oct 07, 2019
Fiscal Impact	Yes
Budgeted	Yes
Recommended Action	Approve as presented.
Goals	Be a model of financial stewardship through growth management, responsible investment, and financial transparency.

Public Content**BACKGROUND**

The Sable Hills Estates subdivision was originally platted with no infrastructure installed. Staff has worked with Main Street TH, Ltd. to have the infrastructure installed in order to build homes on these platted lots. The original agreement provided for the majority of the work to be completed. Since the original agreement, several additional items for utilities, pavement, and drainage infrastructure have been required to complete the development.

OVERVIEW

The developer has installed additional items at the direction of staff in order to help facilitate infrastructure, drainage, and erosion concerns for the proposed development. Staff has worked with the adjacent property owners and the developer to address remaining outstanding items and complete the development. These items were not included in the previous agreement. This revised agreement provides for the developer to be compensated for the additional items installed at the request of the City.

POLICY CONSIDERATIONS

This amended agreement will help facilitate installation and development of residential lots within the City of Sachse.

RECOMMENDATION

Staff recommends approval to authorize the City Manager to execute an amended and revised development agreement with Main Street TH, Ltd. for the Sable Hills Estates Subdivision.

Staff Presentation - Sable Hills.pdf (93 KB)

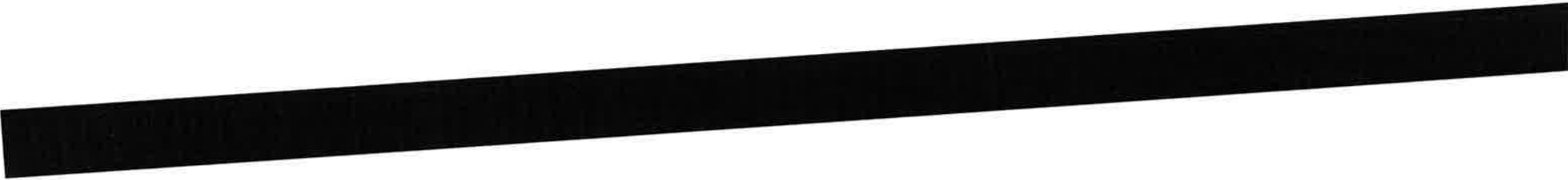
Sable Hills Development Amended and Restated Development Agreement

CITY COUNCIL MEETING

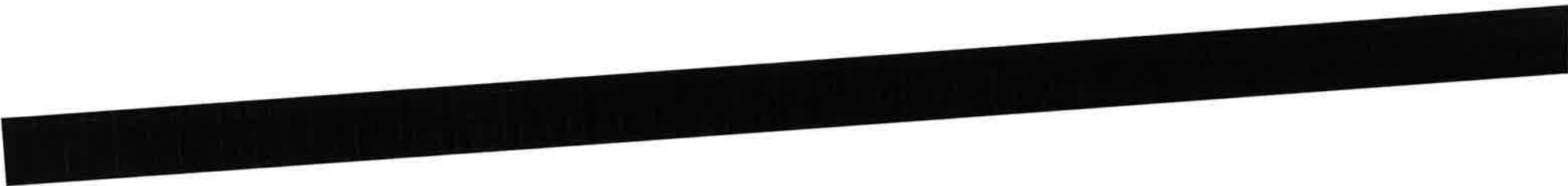
OCTOBER 7, 2019



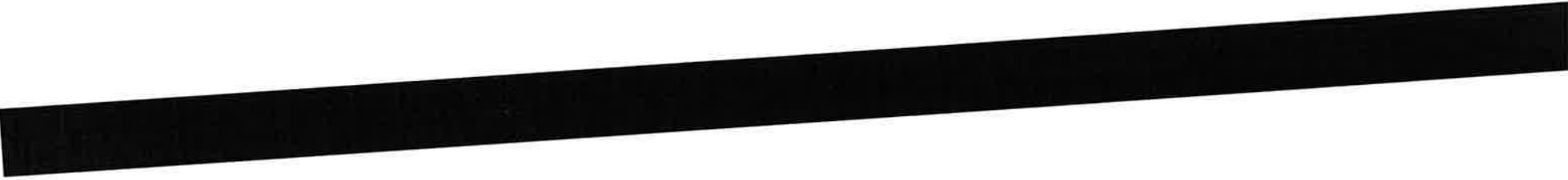
Background

- The Sable Hills Development is located off of Williford and Bailey Roads.
 - A Development Incentive Agreement with Main Street TH, Ltd., was executed October 2, 2017 to spur the development of a long dormant residential subdivision.
 - In exchange for constructing 2500+ SF homes on 39 lots, the City authorized payment for the construction of public improvements totaling approximately \$280,744.
 - The original completion date for the public improvements was October 31, 2018.
- 

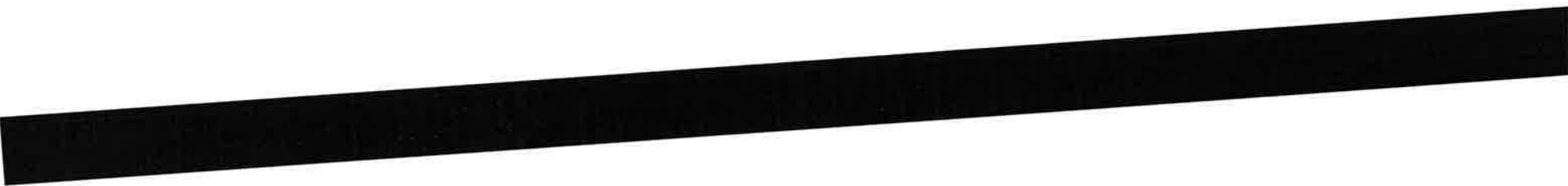
Background continued

- To date, the developer has received \$110,000 in payments.
 - Staff has held numerous individual meetings with concerned citizens over the past two months to identify development related issues.
 - A public meeting attended by 28 neighboring citizens was held in the City Library on September 24, 2019 to discuss any other development related issues.
 - A consolidated list of issue was transmitted in writing to the developer on September 30, 2019.
- 

Justification

- Beginning in January 2019, City Staff requested the following additional improvements within and near the development:
 - Installation of an 8-inch waterline along Williford Road
 - Installation of three driveway approaches with culverts and regrading of a the drainage ditch along Williford Road and parkway along Vicuna Circle
 - Installation of sanitary sewer stub outs to the edge of the right-of-way to serve lots not owner by the developer to preclude future pavement damage
 - Drainage improvements along the channel between Vicuna Circle and Coral Lane from the Sable Hills sanitary sewer lift station to Williford Road
 - A 20-foot access easement from Vicuna Circle to the Sable Hills sanitary sewer lift station.
- 

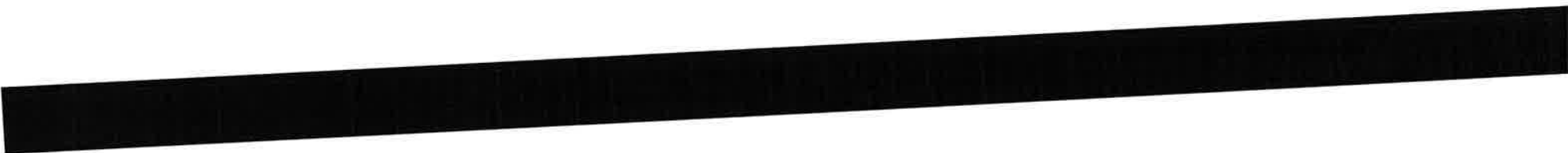
Agreement Changes

- The amended and restated development agreement:
 - Provides a change order to increase the original agreement (due to City requested additions) totaling approximately \$272,338.92 for a new agreement total of \$553,082.92.
 - The increase in this change order is funded through rebated roadway, water, sanitary sewer impact fees as well as water and drainage utility funds.
 - November 30, 2019 has been established as the new completion date for public improvements.
- 

Staff Recommendation

- Staff recommends approval of the amended and restated development agreement with Main Street TH, Ltd., for the Sable Hills Development.

Next Steps

- Upon approval of the amended and restated development agreement, staff will execute it with the developer.
 - Staff will ensure the resolution of all citizen concerns and acceptance of the subdivision by November 30, 2019.
 - Staff will provide periodic reports to the City Council and the surrounding residents on the development progress.
- 

**Agenda Item Details**

Meeting	Oct 07, 2019 - Regular Combined City Council Meeting
Category	G. Executive Session
Subject	1. The City Council shall convene into Executive Session pursuant to Texas Government Code §551.071(2) to consult with the City Attorney regarding legal matters related to (1) Vicksburg Drive and Anthony Lane drainage improvements and (2) a construction agreement between the City and KIK Underground for Vicksburg Drive and Ponderosa drainage improvements.
Access	Public
Type	Information, Closed Session

Public Content