



Sachse, Texas

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

Meeting Agenda City Council

Monday, September 16, 2013

7:30 PM

Council Chambers

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

The City Council of the City of Sachse will hold a Regular Meeting on Monday, September 16, 2013, at 7:30 p.m. in the Council Chambers at the Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas to consider the following items of business:

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

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

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

1. CONSENT AGENDA.

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

[13-1783](#) Consider approval of the minutes of the September 3, 2013, special meeting.

Executive Summary

Minutes from the recent Council meeting.

Attachments: [Min.09.03.13.pdf](#)

[13-1786](#) Consider approval of the minutes of the September 9, 2013 Special Meeting.

Executive Summary

Minutes of the Special Meeting on September 9, 2013 .

Attachments: [Min.09.09.13.pdf](#)

[13-1777](#) Consider a Resolution of the City Council of the City of Sachse, Texas, authorizing execution of the Interlocal Agreement for Food

Establishment Inspection and Environmental Health Services between Dallas County, on behalf of Dallas County Health and Human Services, and City of Sachse.

Executive Summary

This Interlocal Agreement with Dallas County for Fiscal Year 2014 ensures that Dallas County Health and Human Services will provide inspections of food establishments as well as provide for vector and/or mosquito control through ground applications. In the event aerial mosquito spraying is implemented in Dallas County, the City of Sachse must provide a written request to participate in the aerial spraying.

Attachments: [CD - ILA DALLAS COUNTY FOOD EST INSP FY14 - DRAFT RESO.pdf](#)
[CD - ILA DALLAS COUNTY FOOD EST INSP FY14 - AGREEMENT.pdf](#)

[13-1775](#)

Consider a Resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Professional Services Agreement, by and between the City of Sachse and the City of Garland for the City of Garland Health Department to provide immunizations, well child health care and communicable disease investigation services for the City of Sachse.

Executive Summary

This agreement establishes Garland Health Services as our Local Health Authority from October 1, 2013 to September 30, 2015.

Attachments: [CD - GARLAND ILA HEALTH AUTH - DRAFT RESO.pdf](#)
[CD - GARLAND ILA HEALTH AUTH - AGREEMENT.pdf](#)

[13-1789](#)

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a facilities agreement, by and between the City of Sachse and Meritage Homes of Texas, LLC; authorizing its execution by the City Manager; and providing an effective date.

Executive Summary

Meritage Homes of Texas, LLC is constructing a new single family residential development, Heritage Park - Phase 2, located near the northwest corner of Merritt Road and Hudson Drive. Hudson Drive is shown on the City of Sachse Thoroughfare Plan as a proposed 4-lane divided collector road between Miles Road and Merritt Road. Hudson Drive is currently constructed as a 4-lane divided

road from Miles Road to the East for a distance of approximately 1000 feet, and as a 2-lane road from Merritt Road to the West a distance of approximately 1350 feet. There is a distance of approximately 1500 feet in between where the roadway has not been constructed. This facilities agreement would allow for the construction of 2-lanes of Hudson Drive between the existing sections of Hudson Drive located near Miles Road and near Merritt Road. The City's cost is estimated to be \$350,000.00.

Attachments: [51Sachse RESO Meritage Homes of Texas PDF](#)
[51Sachse Meritage Homes Incorporated Facilities Agreement60710 PDF](#)
[Exhibit A - Heritage Park Prelim Plat PDF](#)
[Project Map PDF](#)
[Hudson Drive Cost Opinion PDF](#)

- [13-1791](#) Consider a resolution of the City Council of the City of Sachse, Texas, adopting the 2013 Standard Construction Details of the City of Sachse, Texas.

Executive Summary

As a result of previous City Council Discussions on March 4, 2013 and June 3, 2013, staff has revised the Standard Construction Details. A formal resolution is needed to adopt the revised City of Sachse Standard Construction Details.

Attachments: [51Sachse RESO Standard Construction Details](#)

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

- [13-1769](#) Presentation of Hancher Library Grant for \$24,999.00.

Executive Summary

Presentation of Hancher Grant for \$24,999.00.

Attachments: [grant presentation](#)

- [13-1788](#) Proclamation recognizing Constitution Week.

Executive Summary

Nancy Ross, representing the Daughters of the American Revolution, requested this proclamation.

Attachments: [Ltr. Constitution Week.pdf](#)
[Proc. Constitution Week.pdf](#)

3. CITIZEN INPUT.

The public is invited at this time to address the Council. The Mayor will ask you to come to the Microphone and state your name and address for the record. If your remarks pertain to a specific Agenda item, please hold them until that item, at which time the Mayor may solicit your comments.

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

4. REGULAR AGENDA ITEMS.

- [13-1780](#) Consider the application of JR&R Investments, Ltd. for a Preliminary Plat for CLH Addition, Lot 1 & 2, Block A, being a 2.8388-acre tract consisting of two lots. The subject property is generally located on the southeast corner of State Highway 78 and Hooper Road.

Executive Summary

The applicant is requesting approval of a Preliminary Plat for two individual lots comprising a total of 2.8388 acres.

Attachments: [CD - CLH PP CC - PRELIMINARY PLAT.pdf](#)

[CD - CLH PP CC - ATTACHMENT 1.pdf](#)

[CD - CLH PP CC - ATTACHMENT 2.pdf](#)

- [13-1787](#) Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Mutual Aid Agreement by and between the City of Sachse, Texas, and other participating local governments of the State of Texas for the purpose of providing planning and operating procedures whereby public works related agencies may request aid and assistance in the form of personnel, equipment, materials and/or other associated services from other public works related agencies.

Attachments: [51SACHSE Resolution Approving North Central Texas Public Works Mutual Aid](#)

[PW Mutual Aid Agreement.pdf](#)

- [13-1771](#) Consider a resolution of the City Council of the City of Sachse, Texas, authorizing the purchase of EMS Technology Solutions, Operative IQ Inventory, Asset, Purchasing and Fleet Management software.

Executive Summary

EMS Technology Solutions, LLC currently provides Operative IQ Inventory, Asset, Purchasing and Fleet Management software as a service to Ambulance Services, Fire Departments, EMS Agencies, Universities, and Hospitals.

Attachments: [City of Sachse Fire Update QUOTE - OPERATIVE IQ](#)
[Operative IQ Resolution](#)

- [13-1782](#) Consider an ordinance of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 4, Business Regulations, Section 4-7, Sexually Oriented Businesses, by amending the definition of "nudity" or a "state of nudity" in Subsection D(14).

Executive Summary

This amendment will expand the definition of "nudity or a state of nudity" in the Sexually Oriented Businesses section of the Code of Ordinances.

Attachments: [CD - BUS REGS SOB - DRAFT ORDINANCE.pdf](#)
[CD - BUS REGS SOB - PRESENTATION.pdf](#)

- [13-1770](#) Consider a resolution of the City Council of the City of Sachse, Texas, in recognition and appreciation of David B. Sanford's civic and community services, hereby authorizes the re-naming of Park Lake Park.

Executive Summary

This item is to discuss and consider a request submitted to the City Council for the renaming of Park Lake Park after Mr. David B. Sanford in honor of the late David Sanford.

Attachments: [parks Namingofpublicfacilities2007.pdf](#)
[parks sanford park email.pdf](#)
[51SACHSE Resolution Approving Renaming of Park to David Sanford Park6226](#)

- [13-1793](#) Discuss the Mayor, City Manager and Emergency Management lines of succession included in the City of Sachse Emergency Management Plan.

Executive Summary

Discuss the lines of succession included in the City of Sachse Emergency Management Plan to include modifying them prior to adopting an amended Plan.

- [13-1792](#) Discuss the employee evaluation form and format that the City Council currently uses to evaluate the City Manager.

Executive Summary

The City Council will have the opportunity to review the existing employee evaluation form and format in use for the City Manager.

Several alternative formats will be provided to the City Council for use in this discussion.

Attachments: [CM Review - Existing Format.pdf](#)

[CM Review - Examples.pdf](#)

[CM Review - Alt A - Format.pdf](#)

[CM Review - Alt B - Format - Questions.pdf](#)

[CM Review - Alt C - Format - Questions.pdf](#)

13-1795

Adjourn to Executive Session pursuant to the provisions of Texas Government Code Section 551.072:

- a. Discuss the potential purchase of real estate for the extension of sanitary sewer facilities.

Consider any action necessary as the result of executive session.

Executive Summary

Staff will update the Council on the potential of real estate acquisition as provided by state law.

5. ADJOURNMENT.

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

The City of Sachse reserves the right to reconvene, recess or realign the regular session or called Executive Session or order of business at any time prior to adjournment. Note: The Sachse City Council reserves the right to convene into Executive Session pursuant to the Texas Government Code, Title 5, Chapter 551 regarding posted items on the regular meeting agenda.

State law prohibits the introduction or discussion of any item of business not posted at least seventy-two (72) hours prior to the meeting time. Therefore, during Citizen Input for example, the Council is prohibited by state law to deliberate or take action on any issues introduced by the public other than to take them under advisement. Posted: September 13, 2013; 5:00 p.m. Terry Smith, City Secretary _____.

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



Legislation Details (With Text)

File #:	13-1783	Version:	1	Name:	Consider approval of the minutes of the September 3, 2013, special meeting.
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	9/11/2013	In control:		In control:	City Council
On agenda:	9/16/2013	Final action:		Final action:	
Title:	Consider approval of the minutes of the September 3, 2013, special meeting.				
	Executive Summary Minutes from the recent Council meeting.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Min.09.03.13.pdf				

Date	Ver.	Action By	Action	Result
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Title

Consider approval of the minutes of the September 3, 2013, special meeting.

Executive Summary

Minutes from the recent Council meeting.

Background

Minutes form a recent Council meeting on September 3, 2013, for review and approval.

Policy Considerations

Not applicable.

Budgetary Considerations

Not applicable.

Staff Recommendations

Approval of the minutes of the September 3, 2013, special meeting, as a Consent Agenda Item.

**SPECIAL MEETING
OF THE
CITY COUNCIL OF THE CITY OF SACHSE
SEPTEMBER 3, 2013**

The City Council of the City of Sachse held a Special Meeting on Tuesday, September 3, 2013 at 7:30 p.m. at the Sachse City Hall after proper notice. The roll of the duly constituted City Council Members was called which members are as follows, to wit:

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

and all were present.

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

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

The invocation was offered by Councilman King and the pledges were led by Mayor Pro Tem Adams.

1. Consent Agenda:

Mayor Pro Tem Adams moved to approve the Consent Agenda consisting of: 13-1742 Consider approval of the minutes of the August 19, 2013, regular meeting; 13-1737 Consider the application of Little Genius of Texas, LLC for approval of a Preliminary Plat for Woodbridge Montessori School Addition, being a 1.988-acre tract consisting of one individual lot. The subject property is generally located on the south side of Ranch Road approximately 175 feet west of the intersection with Clearmeadow Lane; 13-1753 Resolution No. 3511 of the City Council of the City of Sachse, Texas, adopting the City of Sachse Fund Balance Policy revised for GASB 54; providing a repealing clause; providing a severability clause; and providing for an effective date; 13-1750 Consider receiving the Monthly Revenue and Expenditure Report for the period ending July 31, 2013; 13-1747 Ordinance No. 3512 the City Council of the City of Sachse, Texas ("CITY"), authorizing certain budget amendments pertaining to the fiscal year 2012-2013 budget; and providing an effective date; 13-1741 Resolution No. 3513 of the City Council of the City of Sachse, Texas, approving a License Agreement between the City and North Central Texas Council of Governments ("NCTCOG") for the purpose of NCTCOG distributing data products to the City of Sachse that will enable the City to include 2013 digital aerial photography on its map-based information system; and providing for an effective date; 13-1743 Consider the acceptance of the resignation of James Schmulbach from the Animal Shelter Board; and 13-1751 Consider the acceptance of the resignation of Druce Reiley from the Parks and Recreation Commission. The motion was seconded by Councilman Franks and passed unanimously.

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

- 13-1757 Public promotion of Rick Coleman to the Office of Fire Chief for Sachse Fire Rescue.
- 13-1732 Proclamation declaring September as Library Card Sign-Up Month.
- 13-1744 Proclamation declaring Payroll Week September 2-6, 2013.
- 13-1745 Staff Briefing: City Secretary

Councilman King stated Fallfest was coming up soon. This is the City's fall County Festival. He noted the Animal Shelter has animals available for adoption.

Mayor Felix announced the following events: Saturday, September 21st is Election Day; Tuesday, October 1st in National Night Out; Fallfest is Saturday, October 12th; Saturday, October 19th is the low cost Pet Shot Clinic at the Animal Shelter; and Saturday, October 26th is the Pumpkin Prowl.

3. Citizen Input: No comments were made.

4. Regular Agenda Items:

13-1749 Conduct the Second Public Hearing on the Proposed Fiscal Year 2013-2014 Budget:

Mayor Felix opened the public hearing.

Jim Becker 1105 Meadow Lane noted that this year is the new sales tax for street maintenance.

Councilman King moved to close the public hearing. The motion was seconded by Councilman Franks and carried unanimously.

13-1748 Conduct the Second Public Hearing on Proposed Tax Rate for 2013-2014 Fiscal Year: Mayor Felix opened the public hearing. No comments were made.

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

13-1755 Discuss and consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the renewal of the agreement for solid waste collection & disposal between the City and Allied Waste Systems, Inc. D/B/A Allied Waste Services of Plano/Republic Services of Plano:

Following discussion, Mayor Pro Tem Adams moved to approve Resolution No. 3514 approving the terms and conditions of the renewal of the agreement for solid waste collection & disposal between the City and Allied Waste Systems, Inc. D/B/A Allied Waste Services of Plano/Republic Services of Plano. The motion was seconded by Councilman Ronnau and carried with Councilmen Franks and Bickerstaff voting no.

13-1740 Conduct a public hearing and consider the application of Wal-Mart Corporation requesting a variance from the Code of Ordinances, Chapter 3, Building Regulations, Section 3-10.C(3)(a) to permit a freestanding identification sign to be constructed as a monument-style pylon sign using non-masonry materials; a variance from Section 3-10.C(3)(d)(i) to permit a freestanding identification sign to be constructed with a maximum height of 65-feet above grade; a variance from Section 3-10.C(3)(e) to permit a freestanding identification sign to be constructed with a maximum sign area of 1,023 square feet; a variance from Section 3-10.C(3)(e) to permit a general business sign to be constructed with a maximum sign area of 100 square feet;

a variance from Section 3-10.C(3)(k) to permit the identification portion of a multi-purpose sign to have an area of 245 square feet; a variance from Section 3-10.C(3)(k) to permit the directory portion of the sign to have an area of 1,023 square feet; and a variance from Section 3-10.C(4) to permit an advertising sign, for the property generally located on the northwest side of SH78/KCRC Railroad, and on the south side of Woodbridge Parkway adjacent to the SH78/KCRC Railroad rights-of-way:

Mayor Felix opened the public hearing.

Kathy Cobb 3820 Sixth Street, questioned how much light will be on the site.

Mary Jane Pulver 5703 Chateau Drive, stated the sign was too large and was concerned about the lighting.

Don Herzog, noted this is the 2nd most viable site for commercial development in the City and the sign is needed for all the tenants.

Kathleen Taylor 7306 Summit Ridge, feels the sign is too large.

Jim Becker 1105 Meadow Lane, stated he supports growth and the sign is a special situation because of the railroad.

Chris Everett 4403 E. 35th Street, feels the sign variance should be turned down.

Angella Gregory 16115 Red Cedar Trail, Dallas, stated this site will attract high quality tenants across the street.

Terry Hanes 5430 Glen Lakes, Dallas, stated the sign is important to their end product.

Diana Smith 4802 Sachse Road, stated the land requires a variance because of the railroad and the trees.

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

Following discussion, Councilman Bickerstaff moved to deny the application of Wal-Mart Corporation requesting a variance from the Code of Ordinances, Chapter 3, Building Regulations, Section 3-10.C(3)(a) to permit a freestanding identification sign to be constructed as a monument-style pylon sign using non-masonry materials; a variance from Section 3-10.C(3)(d)(i) to permit a freestanding identification sign to be constructed with a maximum height of 65-feet above grade; a variance from Section 3-10.C(3)(e) to permit a freestanding identification sign to be constructed with a maximum sign area of 1,023 square feet; a variance from Section 3-10.C(3)(e) to permit a general business sign to be constructed with a maximum sign area of 100 square feet; a variance from Section 3-10.C(3)(k) to permit the identification portion of a multi-purpose sign to have an area of 245 square feet; a variance from Section 3-10.C(3)(k) to permit the directory portion of the sign to have an area of 1,023 square feet; and a variance from Section 3-10.C(4) to permit an advertising sign. The motion was seconded by Councilman Franks and carried unanimously.

13-1738 Conduct a public hearing and consider an Ordinance of the City Council of the City of Sachse, Texas amending the Comprehensive Zoning Ordinance and Map, as heretofore amended; by amending Planned Development No. 19 (PD-19); by amending the site boundary for Tract A-1 to remove 6.73 acres and by amending the site boundary for Tract C-2 to remove 10.90 acres for a new Tract C-4 totaling 17.63 acres to be created; by amending the site boundary for Tract C-2 to remove 1.49 acres to be added to Tract A-1; by amending Exhibit "A" to reflect the amended site area for Tracts A-1, C-2 and C-4; by amending Exhibit "C" to amend Schedule "B" titled "Parking Requirements" for Retail Stores and Shops uses located in Tract C-4:

Mayor Felix opened the public hearing.

Don Herzog 800 E. Campbell Road, Richardson, stated this site will support 100,000 s.f. of retail space.

Councilman Franks moved to close the public hearing. The motion was seconded by Councilman Ronnau and carried unanimously.

Following discussion, Mayor Pro Tem Adams moved to approve Ordinance No. 3515 amending the Comprehensive Zoning Ordinance and Map, as heretofore amended; by amending Planned Development No. 19 (PD-19); by amending the site boundary for Tract A-1 to remove 6.73 acres and by amending the site boundary for Tract C-2 to remove 10.90 acres for a new Tract C-4 totaling 17.63 acres to be created; by amending the site boundary for Tract C-2 to remove 1.49 acres to be added to Tract A-1; by amending Exhibit "A" to reflect the amended site area for Tracts A-1, C-2 and C-4; by amending Exhibit "C" to amend Schedule "B" titled "Parking Requirements" for Retail Stores and Shops uses located in Tract C-4. The motion was seconded by Councilman King and carried unanimously.

13-1752 Discuss the 2013-2014 Fiscal Year Budget and Tax Rate:

Finance Director Savage reviewed the changes since the last meeting. No formal Council action was taken.

13-1756 Consider a motion approving the purchase of an outdoor Christmas tree and additional Municipal Campus furnishings to be purchased with Municipal Campus bond funds:

Following discussion, Councilman Bickerstaff moved to approve the purchase of outdoor Christmas tree. The motion was seconded by Councilman Franks and carried unanimously.

13-1746 Conduct Executive Session pursuant to the provisions of the Texas Government Code Section 551.074: To conduct a semi-annual evaluation of the City Secretary:

Councilman Franks moved to adjourn to Executive Session at 10:15 p.m. The motion was seconded by Councilman Ronnau and passed unanimously.

The City Council recessed briefly from 10:15 p.m. until 10:20 p.m.

Councilman Franks moved to return to Open Session at 10:35 p.m. The motion was seconded by Councilman Ronnau and passed unanimously.

Consider any action necessary as a result of Executive Session regarding the semi-annual evaluation of the City Secretary:

Mayor Felix stated no action was being taken.

5. Adjournment:

There being no further business, Councilman Ronnau made a motion to adjourn. The motion was seconded by Councilman Bickerstaff and carried unanimously. The meeting adjourned at 10:36 p.m.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR



Legislation Details (With Text)

File #: 13-1786 **Version:** 1 **Name:** Consider approval of the minutes of the September 9, 2013 Special Meeting.
Type: Agenda Item **Status:** Agenda Ready
File created: 9/11/2013 **In control:** City Council
On agenda: 9/16/2013 **Final action:**
Title: Consider approval of the minutes of the September 9, 2013 Special Meeting.

Executive Summary
Minutes of the Special Meeting on September 9, 2013 .

Sponsors:

Indexes:

Code sections:

Attachments: [Min.09.09.13.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider approval of the minutes of the September 9, 2013 Special Meeting.

Executive Summary

Minutes of the Special Meeting on September 9, 2013 .

Background

Minutes of the September 9, 2013 , Special Meeting.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Approval of the minutes of the September 9, 2013 , Special Meeting, as a Consent Agenda Item.

**SPECIAL MEETING
OF THE
CITY COUNCIL OF THE CITY OF SACHSE
SEPTEMBER 9, 2013**

The City Council of the City of Sachse held a Special Meeting on Monday, September 9, 2013, at 6:30 p.m. at the Sachse City Hall after proper notice. The roll of the duly constituted City Council members was called which members are as follows, to wit:

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

and all were present except Councilman Ronnau.

Staff present: Deputy City Secretary Denise Vice, City Manager Billy George.

1. Open Special Meeting: Mayor Felix opened the special meeting.

2. Agenda Items:

13-1764 Discuss and Consider an ordinance of the City of Sachse, Texas, adopting the budget for fiscal year beginning October 1, 2013 and ending September 30, 2014; providing that expenditures for said fiscal year shall be made in accordance with said budget; appropriating and setting aside the necessary funds out of the general and other revenues for said fiscal year for the maintenance and operation of the various departments and for various activities and improvements of the city; providing a repealing clause; providing a severability clause; and providing an effective date:

Following discussion, Mayor Pro Tem Adams moved to approve Ordinance No. 3518 of the City of Sachse, Texas, adopting the budget for fiscal year beginning October 1, 2013 and ending September 30, 2014; providing that expenditures for said fiscal year shall be made in accordance with said budget; appropriating and setting aside the necessary funds out of the general and other revenues for said fiscal year for the maintenance and operation of the various departments and for various activities and improvements of the city; providing a repealing clause; providing a severability clause; and providing an effective date. The motion was seconded by Councilman Franks and carried unanimously.

13-1763 Discuss and consider the approval of an Ordinance of the City of Sachse, Texas levying ad valorem taxes for the year 2013 (Fiscal Year 2013-2014) at a rate of \$0.770819 per one hundred dollars (\$100) assessed valuation on all taxable property within the corporate limits of the City of Sachse as of January 1, 2013, to provide revenue for the payment of current expenses; providing for an interest and sinking fund for all outstanding debt of the City of Sachse; providing for due and delinquent dates together with penalties and interest, providing a severability clause; providing a repealing clause; and providing an effective date:

Following discussion, Councilman King moved to approve Ordinance No. 3519 and that the property tax rate increase by the adoption of a tax rate of \$.77089 per one hundred dollars assessed valuation, which is effectively a 2.22 percent increase in the tax rate. The motion was seconded by Councilman Bickerstaff and carried unanimously.

3. Adjourn:

There being no further business, Mayor Felix adjourned the meeting at 6:50 p.m.

APPROVED:

ATTEST:

CITY SECRETARY

MAYOR



Legislation Details (With Text)

File #:	13-1777	Version:	1	Name:	CD - ILA DALLAS COUNTY FOOD EST INSP FY14
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	9/10/2013	In control:		In control:	City Council
On agenda:	9/16/2013	Final action:		Final action:	

Title: Consider a Resolution of the City Council of the City of Sachse, Texas, authorizing execution of the Interlocal Agreement for Food Establishment Inspection and Environmental Health Services between Dallas County, on behalf of Dallas County Health and Human Services, and City of Sachse.

Executive Summary

This Interlocal Agreement with Dallas County for Fiscal Year 2014 ensures that Dallas County Health and Human Services will provide inspections of food establishments as well as provide for vector and/or mosquito control through ground applications. In the event aerial mosquito spraying is implemented in Dallas County, the City of Sachse must provide a written request to participate in the aerial spraying.

Sponsors:

Indexes:

Code sections:

Attachments: [CD - ILA DALLAS COUNTY FOOD EST INSP FY14 - DRAFT RESO.pdf](#)
[CD - ILA DALLAS COUNTY FOOD EST INSP FY14 - AGREEMENT.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a Resolution of the City Council of the City of Sachse, Texas, authorizing execution of the Interlocal Agreement for Food Establishment Inspection and Environmental Health Services between Dallas County, on behalf of Dallas County Health and Human Services, and City of Sachse.

Executive Summary

This Interlocal Agreement with Dallas County for Fiscal Year 2014 ensures that Dallas County Health and Human Services will provide inspections of food establishments as well as provide for vector and/or mosquito control through ground applications. In the event aerial mosquito spraying is implemented in Dallas County, the City of Sachse must provide a written request to participate in the aerial spraying.

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.

Policy Considerations

This Agreement includes two separate services-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.

Budgetary Considerations

There will not be a budgetary impact for this item and no direct costs incurred by the City of Sachse.

Staff Recommendations

Staff recommends approval of a Resolution of the City Council of the City of Sachse, Texas, authorizing execution of the Interlocal Agreement for Food Establishment Inspection and Environmental Health Services between Dallas County, on behalf of Dallas County Health and Human Services, and City of Sachse as a Consent Agenda Item.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT FOR FOOD ESTABLISHMENT INSPECTION AND ENVIRONMENTAL HEALTH SERVICES BETWEEN DALLAS COUNTY, ON BEHALF OF DALLAS COUNTY HEALTH AND HUMAN SERVICES, AND CITY OF SACHSE.

WHEREAS, the City of Sachse has a responsibility to provide inspections to its food establishments and environmental health services for the citizens; and

WHEREAS, the Dallas County Health and Human Services Department has the resources to provide these health services; and

WHEREAS, the Dallas County Health and Human Services Department has the resources to respond to Vector and/or Mosquito Control; and

WHEREAS, the Dallas County Health and Human Services Department has provided these health services in the past.

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

The City Council of the City of Sachse hereby authorizes the City Manager to execute the agreement with Dallas County to provide inspections to all food establishments and environmental health services in the City.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this _____ day of _____, 2013.

CITY OF SACHSE, TEXAS

MAYOR

ATTEST:

CITY SECRETARY

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

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 ("County"), on behalf of Dallas County Health and Human Services ("DCHHS"), a governmental entity, pursuant to the authorities granted by Texas Local Government Code Chapter 791, Interlocal Cooperation Act, Texas Health and Safety Code Chapters 437, Food and Drug Health Regulations, and 121, Local Regulation of Public Health, along with 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.

2. TERM

This Agreement is effective from October 1, 2013 through September 30, 2014 unless otherwise stated in this Agreement.

3. INSPECTION SERVICES AND REQUIREMENTS

- A. County will perform a minimum of two (2) inspections per Agreement 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 County;
- C. Any additional request for follow-up inspections by 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.

4. BUDGET AND PAYMENT TO COUNTY

- A. City will collect and submit to the County a minimum of One Hundred Fifty and 00/100 Dollars (\$150.00) per Agreement Term.
- B. Beginning with the third food establishment inspection, City will pay a Seventy Five and 00/100 Dollars (\$75.00) fee for each additional inspection requested by City.

- C. 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. 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.

5. OTHER ENVIRONMENTAL HEALTH SERVICES

- A. Upon written request from City, County will respond to Vector and/or Mosquito Control complaints. Ground application services will include spraying for adult mosquitoes ("adulticiding"), and treating standing water ("larvaciding") services.
- B. In the event aerial spraying is needed to control St. Louis Encephalitis or West Nile virus throughout the County, City will have the option to participate in the County's emergency aerial mosquito spraying plan. Should City agree to participate in the plan, 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 City's proportioned share of the cost based upon the number of acres to be sprayed multiplied by the per-acre spraying cost.

6. RECORDS

City shall have the sole responsibility of responding to requests for records of food inspection results produced under this Agreement. County will make its best effort to forward any requests for such records that it received to City within three business days after County's receipt of such requests.

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) Non-performance;
 - 3) City's improper, misuse or inept use of funds or resources; and/or
 - 4) City's submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.

8. CITY ORDINANCE

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

9. INDEMNIFICATION

County and City, including their respective employees and elected officials, agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City under Texas and other applicable laws, and without waiving any available defenses under Texas and other applicable laws. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

10. INSURANCE

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.

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:

DALLAS COUNTY

Zachary Thompson, Director
Dallas County Health & Human Svcs.
2377 N. Stemmons Frwy., Suite 600
Dallas, Texas 75207-2710

CITY OF SACHSE

Billy George, City Manager
City of Sachse
3815-B Sachse Road
Sachse, Texas 75048

12. 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.

13. 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.

14. 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 or 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.

15. 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. 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 City at the earliest possible time prior to the end of its fiscal year.

16. DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. 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. Both parties have a duty to mitigate damages.

17. IMMUNITY

This Agreement is expressly made subject to City's and County's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil 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.

18. COMPLIANCE OF LAWS AND VENUE

In providing services required by this Agreement, City and County 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.

19. RELATIONSHIP OF PARTIES

City is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or

employee of County. City and County agree and acknowledge that each entity shall be responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.

20. 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, and that the execution and delivery of Agreement have been made by authorized representatives of the parties to validly and legally bind the respective parties to all terms, performances and provisions set forth in this Agreement.

COUNTY:

CITY:

BY: Clay Lewis Jenkins
County Judge

BY: _____
City Manager/Mayor

DATE: _____

DATE: _____

Recommended:

BY: Zachary Thompson
Director, DCHHS

BY: _____
Title: _____

Approved as to Form*:

Approved as to Form:

CRAIG WATKINS
DISTRICT ATTORNEY

TERESA GUERRA SNELSON
CHIEF, CIVIL DIVISION

BY: Melanie Barton
Assistant District Attorney

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. 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).



Legislation Details (With Text)

File #:	13-1775	Version:	1	Name:	CD - GARLAND ILA HEALTH AUTH
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	9/10/2013	In control:		In control:	City Council
On agenda:	9/16/2013	Final action:			
Title:	Consider a Resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Professional Services Agreement, by and between the City of Sachse and the City of Garland for the City of Garland Health Department to provide immunizations, well child health care and communicable disease investigation services for the City of Sachse.				

Executive Summary

This agreement establishes Garland Health Services as our Local Health Authority from October 1, 2013 to September 30, 2015.

Sponsors:

Indexes:

Code sections:

Attachments: [CD - GARLAND ILA HEALTH AUTH - DRAFT RESO.pdf](#)
[CD - GARLAND ILA HEALTH AUTH - AGREEMENT.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a Resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Professional Services Agreement, by and between the City of Sachse and the City of Garland for the City of Garland Health Department to provide immunizations, well child health care and communicable disease investigation services for the City of Sachse.

Executive Summary

This agreement establishes Garland Health Services as our Local Health Authority from October 1, 2013 to September 30, 2015.

Background

For many years, the City of Sachse depended on and continues through contracts for Dallas County Health and Human Services (DCHHS) to provide all environmental health services for food establishments, childcare centers, vector control, and will continue to regulate on-site sewage facilities in the City of Sachse. This also includes assistance with communicable disease investigations and control for all vaccine preventable disease.

In 2011, the City recognized the importance of contracting with the City of Garland Health

Department to provide immunizations, well child health care and communicable disease investigation services for the City of Sachse. This Agreement would extend those services for an additional two years. It should be noted that this agreement does not suggest that the contract and relationship be altered with DCHHS for the food establishments, childcare centers, vector control, and the continuation to regulate on-site sewage facilities. This Agreement would complement those services already in place with DCHHS.

Policy Considerations

The purpose of this Professional Services Agreement is to establish an agreement with the City of Garland and the City of Sachse for Garland Health Department to be our Local Health Authority for the City of Sachse. Garland Health Department would provide communicable disease investigations and control for all vaccine preventable disease and enteric illnesses identified within the City of Sachse for its citizens. The City of Garland Health Department will make available to the citizens of Sachse all immunizations and Well Child services offered to the residents of Garland at the same fees as required of Garland residents. This includes providing notifications of all occurrences of foodborne illness outbreaks, reportable communicable diseases as they pertain to food service establishments and childcare centers, and all cases of mosquito-borne illnesses that occur in the City of Sachse, to DCHHS Environmental Health Divisions.

Budgetary Considerations

The cost for this service will be \$1,200.00 (one thousand and two hundred dollars) and will be funded in the FY13-14 budget of the Fire Department.

Staff Recommendations

Staff recommends approval of a Resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Professional Services Agreement, by and between the City of Sachse and the City of Garland for the City of Garland Health Department to provide immunizations, well child health care and communicable disease investigation services for the City of Sachse as a Consent Agenda Item.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF SACHSE AND THE CITY OF GARLAND FOR THE CITY OF GARLAND HEALTH DEPARTMENT TO PROVIDE IMMUNIZATIONS, WELL CHILD HEALTH CARE AND COMMUNICABLE DISEASE INVESTIGATION SERVICES FOR THE CITY OF SACHSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the responsibility of the City of Sachse to provide public health services for the City and its citizens; and

WHEREAS, the City Council for the City of Sachse desires to secure certain public health services; and

WHEREAS, the City Council of the City of Sachse, Texas, has been presented a proposed Professional Services Agreement (“Agreement”) between the City of Sachse and the City of Garland, so that the City of Garland Health Department may provide Immunizations, Well Child Health Care and Communicable Disease Investigation Services for the City of Sachse and its citizens; and

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

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

SECTION 1. The City Manager is hereby authorized to execute the Agreement, attached hereto as Exhibit “A,” with the City of Garland so that Garland Health Department may provide Immunizations, Well Child Health Care and Communicable Disease Investigation Services for the City of Sachse and its citizens.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse,
Texas, this the _____ day of _____, 2013.

CITY OF SACHSE, TEXAS

Mike Felix, MAYOR

ATTEST:

CITY SECRETARY

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“**AGREEMENT**”) is entered into by and between the City of Sachse, Texas and the City of Garland, Texas acting by and through their authorized representatives.

RECITALS:

WHEREAS, the **City of Sachse** and the **City of Garland** entered into a Professional Services Agreement on or about the 1st day of October, 2013, for the purposes of the **City of Garland** providing Public Health Services (**PHS**) for the **City of Sachse** citizens; and

WHEREAS, the **AGREEMENT** provides for the City of Garland Health Department to provide Immunizations and Communicable Disease Investigation Services for Sachse. The fee for these services is \$1,200.00 payable to the City of Garland by quarterly payments per year. Additionally the City of Sachse agrees to appoint Dr. Timothy Lambert M.D., as Sachse’s Health Authority until contract termination or expiration. City of Sachse residents are responsible for co-pays attached in “Exhibit A” upon delivery of services. The services shall be provided at locations deemed by the City of Garland.

WHEREAS, the **AGREEMENT** is scheduled to terminate on September 30, 2015 unless renewed by both parties.

NOW, THEREFORE, the Parties hereby agree as follows: Nothing in this agreement shall be construed to restrict the authority of the City of Sachse over its health or environmental programs or limit the operations or services of these programs.

ASSURANCES The City of Garland shall operate and supervise the program.

ACCESS TO RECORDS

The City of Garland agrees that upon request that books and records pertaining to the City of Sachse citizens’ services will be available. Both parties agree to all applicable confidentiality provisions as mandated by federal and state law.

TERMINATION

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

B. With Cause: Either party may terminate the Agreement immediately, in whole or part, at its sole discretion, by written notice to the other party for the following reasons:

1. Lack of or reduction in funding or payment;
2. Non-performance of services;

EXECUTED this _____ day of _____, 2013

CITY OF SACHSE, TEXAS

By: _____
BILLY GEORGE, City Manager

ATTEST:

By: _____
TERRY SMITH, City Secretary

EXECTUED this 14 day of August, 2013.

CITY OF GARLAND, TEXAS

By: William E. Dollar
WILLIAM E. DOLLAR, City Manager

ATTEST:

By: Lisa Palomba
LISA PALOMBA, City Secretary

GARLAND HEALTH DEPARTMENT

CLINICAL SERVICES

FEE SCHEDULE

CHILDREN

VFC-eligible children	\$22.00/per child
(When one vaccine dose is administered)	
VFC-eligible children	\$25.00/per child
(Multiple vaccine doses administered)	
Insured children Charges dependent on insurance coverage re: co-pays.	
Shot Records	\$5.00 per child

ADULTS

***\$10.00/PER INJECTION included to the prices below.**

TB Tests	\$35.00
• Td	\$35.00
• Adacel® or Boostrix®(Tdap)	\$50.00
• Hepatitis A	\$40.00/per dose
(2 doses 6 months apart)	
• Hepatitis B	\$50.00/per dose
	\$150.00/Series of 3
• Twinrix	\$70.00/per dose
HepA/HepB combination vaccine	\$210.00/series of 3
• Chickenpox	\$110.00
• HIB	\$30.00/per dose
• Human Papillomavirus (HPV)	\$155.00/per dose
• Meningitis Vaccine	\$110.00
• Menomune Vaccine	\$135.00/per dose
• MMR	\$75.00
• PCV13 (Prenvar)	\$160.00
• Shingles	\$180.00
• Pneumococcal Polysaccharide	\$85.00
• Polio	\$40.00
• Rabies Vaccine	\$235.00/per dose
• Shingles	\$180.00
• Typhoid	\$75.00
• Yellow Fever	\$110.00

Texas Health Steps exam (birth through age 18)

Check-ups	\$30
Rechecks/follow-up	\$20.00-\$40.00
NBS (Newborn Screening Test)	\$40.00
Lead Test	\$25.00
Hemoglobin	\$25.00

FLU VACCINE:

Flu Vaccine - Adults	TBD
Flu Vaccine - Children	TBD (6mos-18yrs)
BCBS of Texas-Possible coverage/Co-pay depending on policy	

- Medicaid accepted for Immunizations with Medicaid Eligibility I.D.



Legislation Details (With Text)

File #: 13-1789 **Version:** 1 **Name:** Hudson Drive Facilities Agreement
Type: Agenda Item **Status:** Agenda Ready
File created: 9/12/2013 **In control:** City Council
On agenda: 9/16/2013 **Final action:**
Title: Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a facilities agreement, by and between the City of Sachse and Meritage Homes of Texas, LLC; authorizing its execution by the City Manager; and providing an effective date.

Executive Summary

Meritage Homes of Texas, LLC is constructing a new single family residential development, Heritage Park - Phase 2, located near the northwest corner of Merritt Road and Hudson Drive. Hudson Drive is shown on the City of Sachse Thoroughfare Plan as a proposed 4-lane divided collector road between Miles Road and Merritt Road. Hudson Drive is currently constructed as a 4-lane divided road from Miles Road to the East for a distance of approximately 1000 feet, and as a 2-lane road from Merritt Road to the West a distance of approximately 1350 feet. There is a distance of approximately 1500 feet in between where the roadway has not been constructed. This facilities agreement would allow for the construction of 2-lanes of Hudson Drive between the existing sections of Hudson Drive located near Miles Road and near Merritt Road. The City's cost is estimated to be \$350,000.00.

Sponsors:

Indexes:

Code sections:

Attachments: [51Sachse RESO Meritage Homes of Texas PDF](#)
[51Sachse Meritage Homes Incorporated Facilities Agreement60710 PDF](#)
[Exhibit A - Heritage Park Prelim Plat PDF](#)
[Project Map PDF](#)
[Hudson Drive Cost Opinion PDF](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a facilities agreement, by and between the City of Sachse and Meritage Homes of Texas, LLC; authorizing its execution by the City Manager; and providing an effective date.

Executive Summary

Meritage Homes of Texas, LLC is constructing a new single family residential development, Heritage Park - Phase 2, located near the northwest corner of Merritt Road and Hudson Drive. Hudson Drive is shown on the City of Sachse Thoroughfare Plan as a proposed 4-lane divided collector road between Miles Road and Merritt Road. Hudson Drive is currently constructed as a 4-lane divided road from Miles Road to the East for a distance of approximately 1000 feet, and as a 2-lane road from Merritt Road to the West a distance of approximately 1350 feet. There is a distance of approximately 1500 feet in between where

the roadway has not been constructed. This facilities agreement would allow for the construction of 2-lanes of Hudson Drive between the existing sections of Hudson Drive located near Miles Road and near Merritt Road. The City's cost is estimated to be \$350,000.00.

Background

Meritage Homes of Texas, LLC is constructing a new single family residential development, Heritage Park - Phase 2, located near the northwest corner of Merritt Road and Hudson Drive. Hudson Drive is shown on the City of Sachse Thoroughfare Plan as a proposed 4-lane divided collector road between Miles Road and Merritt Road, however the roadway is currently only partially constructed. In addition, the roadway does not currently connect between Miles Road and Merritt Road.

The connection of Hudson Drive between Miles Road and Merritt Road will improve connectivity to Sewell Elementary School and Hudson Middle School for Sachse citizens. In addition, construction of the road will increase connectivity to Heritage Park, the largest public park with amenities in the City of Sachse. The roadway will also provide an East-West route in between Sachse Road and the President George Bush Turnpike.

Construction of the road will affect the current gravel parking area adjacent to Heritage Park, as much of the gravel parking lies in the path of the proposed road.

Meritage Homes has prepared plans for the roadway extension, including land surveying, civil engineering, and hydrological analysis. In addition, Meritage Homes is offering to provide the earthen soil required to build up the proposed roadway as required for construction. Finally, Meritage Homes is offering to provide funding in the amount of \$200,000.00 plus the cost of constructing a sidewalk toward construction of Hudson Drive.

The City of Sachse will be responsible for advertising the project for public bid and managing the construction of the project. In addition, it is anticipated that the City of Sachse will be responsible for \$350,000.00 in construction costs. The opinion of probable construction cost for the project estimates a total cost of \$530,000.00 for the project.

The City Attorney's office has reviewed the draft facility agreement and city staff has worked with Meritage Homes on all specific terms included in the agreement.

Policy Considerations

This agreement would result in completion of a 2-lane section of Hudson Drive, which is included in the City's Thoroughfare Plan.

Budgetary Considerations

Funds for the construction of the roadway will be paid out of current funds collected from Roadway Impact Fees.

Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a facilities agreement, by and between the City of Sachse and Meritage Homes of Texas, LLC; authorizing its execution by the City Manager; and providing an effective date as a Consent Agenda Item.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A FACILITIES AGREEMENT BY AND BETWEEN THE CITY OF SACHSE AND MERITAGE HOMES OF TEXAS LLC; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Meritage Homes of Texas, LLC (“Developer”) is the owner of real property in Sachse, Texas, that is more fully described in the attached Facilities Agreement between the City of Sachse and the Developer (the “Agreement”); and

WHEREAS, Hudson Drive is shown on the City of Sachse Thoroughfare Plan as a proposed 4-lane collector road; and

WHEREAS, Hudson Drive is constructed as a 4-lane road East of Miles Road for approximately 1000 feet and as a 2-lane road West of Merritt Road for approximately 1350 feet; and

WHEREAS, the City desires to improve the City’s roadway network by connecting Hudson Drive from Miles Road to Merritt Road with 1500 linear feet of proposed 2-lane road (the “Project”); and

WHEREAS, the Developer proposes to provide engineering design, hydrologic analysis, earthen fill, and participation in the construction costs, as listed in the Agreement, toward the Project; and

WHEREAS, the City proposes to solicit competitive bids and award a contract for the construction of the Project subject to participation in the costs thereof by the Developer as set forth in the Agreement; and

WHEREAS, the City Council has been presented with the proposed Facilities Agreement; and

WHEREAS, upon full review and consideration of the Agreement, and all matters related thereto, the City Council is of the opinion and finds the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the Facilities Agreement 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 hereby authorized to execute the Facilities Agreement with the Developer.

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

RESOLVED by the City Council of the City of Sachse, Texas, the _____ day of _____, 2013.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

FACILITIES AGREEMENT

This Facilities Agreement (“Agreement”) is made by and between the City of Sachse, Texas (the “City”), and Meritage Homes of Texas, LLC, an Arizona limited liability company (the “Developer”) (each a “Party” and collectively the “Parties”), acting by and through their duly authorized representatives.

RECITALS:

WHEREAS, Developer is the owner of real property in Sachse, Dallas County, Texas being further described in **Exhibit “A”** (the “Property”); and

WHEREAS, the City agrees to solicit competitive bids and award a contract for the construction of certain public improvements (hereinafter defined as the “Project”) for the benefit of the Property subject to participation in the costs thereof by the Developer as set forth herein; and

WHEREAS, the Developer agrees, at its sole costs, to: (i) design the Project or cause the Project to be designed; (ii) provide hydraulic analysis of the Project by a licensed professional engineer; (iii) provide all permitting and floodplain coordination, including all necessary submittals to and coordination with FEMA; and (iv) make earthen fill required for the Project available to the City contractor(s) to be excavated from the Property; and

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

Article I
Term; Termination

1.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until all Parties have fully satisfied all terms and conditions of this Agreement, unless sooner terminated as provided herein.

1.2 Termination. This Agreement shall be terminated:

- (a) upon the mutual written agreement of the Parties; or
- (b) by either Party in the event the other Party has breached any of the terms and conditions of this Agreement and such breach is not cured within sixty (60) days after receipt of written notice thereof.

Article II Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“City” shall mean the City of Sachse, Texas.

“City Engineer” shall mean the City of Sachse City Engineer, or designee.

“Commencement of Construction” shall mean that (i) the plans for the Project have been prepared and all approvals thereof required by applicable governmental authorities have been obtained; (ii) all necessary permits for construction of the Project pursuant to the respective plans therefore having been issued by all applicable governmental authorities and (iii) the grading and/or preparation of the land or right-of-way, as applicable, for the construction of the Project has commenced.

“Completion of Construction” shall mean: (i) the Project have been substantially completed in accordance with the approved plans; and (ii) the Project has been accepted by the City in writing.

“Design Plans” shall mean the plans and specifications prepared by the Project Engineer for the Project.

“Developer” shall mean Meritage Homes of Texas, LLC, an Arizona limited liability company.

“Effective Date” shall mean the last date of execution of this Agreement.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

“Project” shall mean the development and construction of approximately 1,000 linear feet of the north half of Hudson Drive from Heritage Park to Heritage Park Subdivision, including sidewalk, street lighting and drainage improvements, in accordance with the plans and specifications approved by the City Engineer.

“Project Engineer” shall mean the licensed professional engineer selected by the Developer to prepare the Design Plans, as approved by the City.

“Property” shall mean the real property described in **Exhibit “A”**.

Article III Property Development

3.1 Project Design. Prior to the Commencement of Construction of the Project, the Developer shall, at its sole cost and expense, contract with one or more certified and licensed professional engineers to prepare and provide the necessary engineering plans and services for the design of the Project (the “Project Engineer”) to be approved by the City prior to any services being provided. Subject to events of Force Majeure, the Developer shall cause the Design Plans to be submitted to the City within thirty (30) days after the Effective Date. The Developer shall, its sole cost and expense, cause the Project Engineer to revise and/or modify the Project Plans as often as may be reasonably necessary for the Project.

3.2 Construction of the Project. City shall, subject to the Developer cost participation as set forth below, construct or cause the Project to be constructed in accordance with this Agreement. Subject to events of Force Majeure, City shall cause the Commencement of Construction of the Project to occur within sixty (60) days after the later of the award of a contract for the construction of the Project and City receipt of the Developer Cost Participation (hereinafter defined), and subject to events of Force Majeure, cause the Completion of Construction of the Project to occur within twelve (12) months after the Effective Date, provided: the Design Plans have been approved by the City; the Right-of-Way (hereinafter defined) has been provided by the Developer prior to the award of a contract for the construction of the Project. Except as provided in Section 3.3 below, City shall make application and secure all necessary permits and approvals from the applicable governmental authorities for the construction of the Project.

3.3 Developer Obligations. The Developer shall be responsible for and provide the following at its sole cost and expense: (i) construction contract management for the Project; (ii) survey for design and staking for the Project; (iii) TDLR inspection of the Project for compliance with the Texas Accessibility Standards; (iv) provide hydraulic analysis of the Project by a licensed professional engineer; (v) provide all permitting and floodplain coordination, including all necessary submittals to and coordination with FEMA; and (vi) make earthen fill required for the grading of the land for the construction of the Project to be available to the City contractor(s) to be excavated by the City contractor(s) from the Property.

3.4 Right-of-Way. Developer shall, without cost or expense to the City, dedicate, or cause to be dedicated, the necessary right-of-way for the Project (“Right-of-Way”) to the City by plat or separate instrument, reasonably acceptable to the City, prior to City award of a contract for the construction of the Project.

3.5 Development Approvals Suspended. Developer understands, acknowledges, and agrees that City shall be under no obligation to issue any certificates of final inspection or certificates of occupancy for any structures constructed on the Property until Completion of Construction of the Project.

3.6 Developer Cost Participation. Developer for its share of the costs of construction of the Project shall pay to the City the sum of Two Hundred Thousand Dollars (\$200,000.00) in

addition to the total amount for Bid Items SW.1 and SW.2, as defined in the Contract Base Bid Schedule, received from the lowest qualified bidder, three (3) business days prior to date the City intends to award a contract for the construction of the Project (the “Developer Cost Participation”). The City shall notify the developer in writing at least five (5) business days of the date intended for the City award of the contract for the construction of the Project. In the event the City does not award a contract for the construction of the Project the Developer Cost participation shall be returned to the Developer and this Agreement shall terminate without further notice.

Article IV Miscellaneous

4.1 Release. Upon the full and final satisfaction by the City and Developer of their respective obligations contained herein, the City and Developer shall execute and record in the Deed Records of Dallas County, a release of the City and the Developer from their obligations set forth herein.

4.2 Books and Records. Developer and City agree to make their respective books and records relating to the construction of the Project available for inspection by the other Party, for a period of two (2) years following the acceptance of the Project by the City.

4.3 Indemnification. THE CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF THE DEVELOPER PURSUANT TO THIS AGREEMENT. THE DEVELOPER HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “CITY”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. THE DEVELOPER DOES HEREBY INDEMNIFY AND SAVE HARMLESS THE CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM THE DEVELOPER’S BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF THE DEVELOPER, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS IN THE PERFORMANCE OF THIS AGREEMENT, INCLUDING ANY CLAIM, DEMAND OR REQUIREMENT BY THE STATE OF TEXAS OR OTHER ENTITY FOR THE CITY TO REFUND OR REPAY THE FUNDS PROVIDED BY THE ADVANCE FUNDING AGREEMENT FOR THE PROJECT TO THE STATE OF TEXAS OR OTHER GOVERNMENTAL ENTITY CAUSED BY THE FAILURE TO EXPEND SUCH FUNDS IN ACCORDANCE WITH THE TERMS OF THE ADVANCE FUNDING AGREEMENT (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE

ATTRIBUTED TO THE SOLE NEGLIGENCE OR WILLFUL ACT OF THE CITY). IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH THE CITY AND DEVELOPER, THE RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, THE DEVELOPER SHALL BE REQUIRED, ON NOTICE FROM CITY, TO DEFEND SUCH ACTION OR PROCEEDINGS AT THE DEVELOPER'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

4.4 Recordation of Agreement. A certified copy of this Agreement shall be recorded in the Real Property Records of Dallas County, Texas.

4.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter if sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

Attn: Billy George,
City Manager
City of Sachse, Texas
3815 Sachse Road, Building B
Sachse, Texas 75048
Facsimile: 972.530.0426

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Lincoln Plaza
500 N. Akard
Dallas, Texas 75201
Facsimile: 214.965.0010

With a copy to Engineer:

City of Sachse, Texas
Attn: City Engineer
3815 Sachse Road, Building B
Sachse, Texas 75048
Facsimile: 972.530.0426

If intended for Developer, to:

With a copy to:

Attn: Stephanie Maclean, President
Meritage Homes of Texas, LLC
909 Hidden Ridge, Suite 190
Irving, Texas 75038
Facsimile: 972.580.6488

Attn: Jennifer S. Lee, Esq.
Meritage Homes Corporation
17851 N. 85th Street, Suite 300
Scottsdale, Arizona 85225
Facsimile: 480.375.2905

4.6 Successors and Assigns. All obligations and covenants of Developer under this Agreement shall be binding on Developer, its successors and permitted assigns. Developer may not assign this Agreement without the prior written consent of the City Manager.

4.7 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall be enforceable and shall be enforced as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

4.8 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

4.9 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

4.10 Covenants Run With Property. The provisions of this Agreement are hereby declared covenants running with the Property, and are fully binding on Developer and each and every subsequent owner of all or any portion of the Property, but only during the term of such Party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of Developer which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property.

4.11 Recitals. The recitals to this Agreement are incorporated herein.

4.12 Exhibits. All exhibits to this Agreement are incorporated herein.

4.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

[Signature Page to Follow]

EXECUTED in duplicate originals this, the ____ day of _____, 2013.

CITY OF SACHSE, TEXAS

By: _____
Billy George, City Manager

ATTEST:

By: _____
Terry Smith, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED in duplicate originals this, the ____ day of _____, 2013.

MERITAGE HOMES OF TEXAS, LLC
an Arizona limited liability company
(Dallas/Fort Worth Division)

By: _____
Stephanie MacLean, Division President
Dallas/Fort Worth

City Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on ____ day of _____, 2013, by Billy George, as City Manager of the City of Sachse, Texas, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas

My Commission Expires:_____

Developer Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2013, by Stephanie MacLean, as Division President, Dallas/Fort Worth Division, of Meritage Homes of Texas LLC, an Arizona limited liability company, on behalf of said company.

Notary Public, State of Texas

My Commission Expires:_____

Exhibit "A"
Description of the Property

HERITAGE PARK PHASE 1 LEGAL DESCRIPTION

WHEREAS Contour Land Partners 2, LTD. is the owner of that parcel of land located in the City of Sachse, Dallas County, Texas, a part of the Richard Copeland Survey, Abstract No. 228, and being all of that 31.250 acre tract of land described in a Special Warranty Deed from Arcadia Land Partners 32, Ltd. to Contour Land Partners 2, Ltd. as recorded in County Clerk's Document Number 201100036942, Official Public Records of Dallas County, and being a further described as follows:

BEGINNING at a one-half inch iron rod found at the southeast corner of said 31.250 acre tract of land, said point being the northeast corner of that tract of land described as Tract A in a Special Warranty Deed from Children's Medical Center Foundation to Heritage Park Holdings, LLC as recorded in County Clerk's Document Number 201000202494, Official Public Records of Dallas County, said point also being in the west right-of-way line of Merritt Road (a variable width right-of-way), and said point being approximately 1606 feet north and 35 feet west from the most easterly southeast corner of the Richard Copeland Survey, Abstract No. 228;

THENCE along the south line of said 31.250 acre tract of land and along the north line of said Tract A as follows:

West, 173.94 feet to a one-half inch iron rod found for corner;

Northwesterly, 67.23 feet along a tangent curve to the right having a central angle of 01 degrees 31 minutes 10 seconds, a radius of 2535.00 feet, a tangent of 33.61 feet, and whose chord bears North 89 degrees 14 minutes 25 seconds West, 67.22 feet to a one-half inch iron rod found for corner;

North 68 degrees 44 minutes 42 seconds West, 110.00 feet to a one-half inch iron found for corner;

Northwesterly, 899.04 feet along a non-tangent curve to the right having a central angle of 20 degrees 36 minutes 16 seconds, a radius of 2500.00 feet, a tangent of 454.43 feet, and whose chord bears North 75 degrees 48 minutes 17 seconds West, 894.20 feet to a one-half inch iron rod found for corner;

Northwesterly, 126.49 feet along a compound curve to the right having a central angle of 12 degrees 36 minutes 14 seconds, a radius of 575.00 feet, a tangent of 63.50 feet, and whose chord bears North 59 degrees 12 minutes 02 seconds West, 126.23 feet to a one-half inch iron rod set at the southwest corner of said 31.250 acre tract of land;

THENCE along the west line of said 31.250 acre tract of land as follows:

North 37 degrees 06 minutes 05 seconds East, 35.00 feet to a one-half inch iron rod set for corner;

Northwesterly, 51.69 feet along a non-tangent curve to the right having a central angle of 05 degrees 29 minutes 06 seconds, a radius of 540.00 feet, a tangent of 25.87 feet, and whose chord bears North 50 degrees 09 minutes 22 seconds West, 51.67 feet to a one-half inch iron rod set for corner;

Northwesterly, 124.60 feet along a reverse curve to the left having a central angle of 11 degrees 43 minutes 55 seconds, a radius of 608.50 feet, a tangent of 62.52

Exhibit "A"
Description of the Property

feet, and whose chord bears North 53 degrees 16 minutes 47 seconds West, 124.38 feet to a one-half inch iron rod set at the northwest corner of said 31.250 acre tract of land;

THENCE along the north line of said 31.250 acre tract of land as follows:

North 46 degrees 08 minutes 00 seconds East, 747.91 feet to a one-half inch iron rod set for corner;

North 53 degrees 40 minutes 17 seconds East, 700.71 feet to a one-half inch iron rod set for corner;

North 48 degrees 42 minutes 19 seconds East, 151.31 feet to a one-half inch iron rod set for corner;

North 67 degrees 24 minutes 36 seconds East, 81.08 feet to a one-half inch iron rod set for corner;

North 42 degrees 03 minutes 22 seconds East, 62.25 feet to a one-half inch iron rod set for corner;

North 60 degrees 34 minutes 56 seconds East, 71.45 feet to a one-half inch iron rod set at the northeast corner of said 31.250 acre tract of land, said point also being in the west right-of-way line of Merritt Road;

THENCE along the east line of said 31.250 acre tract of land and along the west line of Merritt Road as follows:

South 02 degrees 52 minutes 41 seconds East, 643.73 feet to a one-half inch iron rod found for corner;

South 05 degrees 02 minutes 41 seconds East, 201.00 feet to a one-half inch iron rod found for corner;

South 00 degrees 40 minutes 19 seconds West, 762.70 feet to the POINT OF BEGINNING and containing 1,361,269 square feet or 31.250 acres of land.

Exhibit "A"
Description of the Property

HERITAGE PARK PHASE 2 LEGAL DESCRIPTION

WHEREAS Meritage Homes of Texas, LLC is the owner of that parcel of land located in the City of Sachse, Dallas County, Texas, a part of the Richard Copeland Survey, Abstract No. 228, a part of the McKinney and Williams Survey, Abstract No. 1000, and being a part of that called 79.890 acre tract of land described in a Special Warranty Deed from Arcadia Land Partners 32, Ltd. to Meritage Homes of Texas, LLC as recorded in Document Number 201200114683 of the Official Public Records of Dallas County, Texas, and being further described as follows:

COMMENCING at a five-eighths inch iron rod found for the northwest corner of called 79.890 acre tract of land, said point being the northeast corner of Lot 4 and the southeast corner of Lot 5, Block J, Jackson Meadows, Phase One, an addition to the City of Sachse as recorded in Volume 2002226, Page 113, Dallas County Deed Records;

THENCE along the west line of said 79.890 acre tract of land as follows:

South 00 degrees 26 minutes 28 seconds East, 615.35 feet to a one-half inch iron rod found at the southeast corner of said Jackson Meadows Phase One, said point being northeast corner of said Texas Estates Phase 1 Addition;

South 01 degrees 10 minutes 57 seconds East, 291.68 feet along the east line of said Texas Estates Addition to a one-half inch iron rod found at the southeast corner of Texas Estates, Phase 1, an addition to the City of Sachse as recorded in Volume 96056, Page 4384, Dallas County Deed Records, said point being the northeast corner of Hunters Ridge Addition, an addition to the City of Sachse as recorded in Volume 84190, Page 2707, Dallas County Deed Records;

South 00 degrees 33 minutes 36 seconds East, 175.66 feet along the east line of said Hunters Ridge Addition to a one-half inch iron rod set for corner at the POINT OF BEGINNING of the herein described tract of land;

THENCE North 89 degrees 46 minutes 02 seconds East, 130.07 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 13 minutes 58 seconds East, 46.63 feet to a one-half inch iron rod set for corner;

THENCE North 89 degrees 46 minutes 02 seconds East, 50.00 feet to a one-half inch iron rod set for corner;

THENCE South 00 degrees 13 minutes 58 seconds East, 15.00 feet to a one-half inch iron rod set for corner;

THENCE South 45 degrees 13 minutes 58 seconds East, 14.14 feet to a one-half inch iron rod set for corner;

THENCE North 89 degrees 46 minutes 02 seconds East, 240.00 feet to a one-half inch iron rod set for corner;

Exhibit "A"
Description of the Property

THENCE North 44 degrees 46 minutes 02 seconds East, 14.14 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 13 minutes 58 seconds West, 120.00 feet to a one-half inch iron rod set for corner;

THENCE North 89 degrees 46 minutes 02 seconds East, 778.90 feet to a one-half inch iron rod set for corner;

THENCE South 36 degrees 06 minutes 45 seconds West, 213.82 feet to a one-half inch iron rod set for corner;

THENCE South 58 degrees 53 minutes 14 seconds West, 63.04 feet to a one-half inch iron rod set for corner;

THENCE South 28 degrees 55 minutes 01 seconds West, 199.82 feet to a one-half inch iron rod set for corner;

THENCE South 36 degrees 19 minutes 43 seconds East, 424.79 feet to a one-half inch iron rod set for corner, said point being in the west line of Lot 20, Block A, Heritage Park, Phase 1, an addition to the City of Sachse as recorded in County Clerk's Document Number 201200004548, Official Public Records of Dallas County, Texas;

THENCE along the northwesterly line of said Heritage Park, Phase 1, as follows:

South 53 degrees 40 minutes 17 seconds West, 515.98 feet to a one-half inch iron rod found for corner;

South 46 degrees 08 minutes 00 seconds West, 747.91 feet to a one-half inch iron rod found at the southwest corner of said Heritage Park, Phase 1;

THENCE along the south line of said Heritage Park, Phase 1 as follows:

Southeasterly, 124.59 feet along a curve to the right which has a central angle of 11 degrees 43 minutes 54 seconds, a radius of 608.50 feet, a tangent of 62.52 feet, and whose chord bears South 53 degrees 16 minutes 47 seconds East, 124.38 feet to a one-half inch iron rod found for corner;

Southeasterly, 51.69 feet along a curve to the left which has a central angle of 05 degrees 29 minutes 05 seconds, a radius of 540.00 feet, a tangent of 25.87 feet, and whose chord bears South 50 degrees 09 minutes 22 seconds East, 51.67 feet to a one-half inch iron rod found for corner;

South 37 degrees 06 minutes 05 seconds West, 35.00 feet to a one-half inch iron rod found in the north line of that tract of land called Tract A as described in deed to Heritage Park Holdings, LLC recorded in County Clerk's Document Number 201000202494, Official Public Records of Dallas County, Texas;

THENCE along the south line of said 79.890 acre tract of land as follows:

Exhibit "A"
Description of the Property

Northwesterly, 55.04 feet along the north line of said Tract A and along a curve to the right which has a central angle of 05 degrees 29 minutes 05 seconds, a radius of 575.00 feet, a tangent of 27.54 feet, and whose chord bears North 50 degrees 09 minutes 22 seconds West, 55.02 feet to a one-half inch iron rod found for corner;

Northwesterly, 156.21 feet along the north line of said Tract A and along a curve to the left which has a central angle of 15 degrees 36 minutes 23 seconds, a radius of 573.50 feet, a tangent of 78.59 feet, and whose chord bears North 55 degrees 13 minutes 01 seconds West, 155.73 feet to a one-half inch iron rod set for corner;

South 21 degrees 41 minutes 44 seconds West, 35.16 feet to a one-half inch iron rod found at the northwest corner of said Tract A, said point being the northeast corner of a called 10.615 acre tract of land described in a Special Warranty Deed to the City of Sachse as recorded in Volume 98121, Page 6186, Dallas County Deed Records;

Northwesterly, 434.79 feet along the north line of said 10.615 acre tract of land and along a curve to the left which has a central angle of 46 degrees 15 minutes 42 seconds, a radius of 538.50 feet, a tangent of 230.03 feet, and whose chord bears North 85 degrees 48 minutes 23 seconds West, 423.08 feet to a one-half inch iron rod found for corner;

South 71 degrees 03 minutes 53 seconds West, 139.59 feet to a one-half inch iron rod found at the northwest corner of said 10.615 acre tract of land, said point being in the east line of that tract of land described in a Special Warranty Deed to The City of Sachse as recorded in Volume 94150, Page 6284, Dallas County Deed Records, said point being the southwest corner of said 79.890 acre tract of land;

THENCE along the west line of said 79.890 acre tract of land as follows:

North 00 degrees 28 minutes 17 seconds West, 632.39 feet to a one-half inch iron rod found at the northeast corner of a called 8.94 acre tract of land described in a Special Warranty Deed to Garland Independent School District as recorded in Volume 94150, Page 6273, Dallas County Deed Records, said point being in the south line of a called 10 acre tract of land described in a General Warranty Deed to Franklin L. Milsap and wife Mary Lou Milsap as recorded in Volume 79036, Page 358, Dallas County Deed Records;

North 82 degrees 14 minutes 07 seconds East, 391.81 feet to a one-half inch iron rod found at the southeast corner of said 10 acre tract of land;

North 00 degrees 22 minutes 36 seconds East, 50.20 feet to a one-half inch iron rod found for the southeast corner of said Hunters Ridge Addition;

North 00 degrees 13 minutes 58 seconds West, 700.46 feet to a one-half inch iron rod found in the east line of said Hunters Ridge Addition;

North 00 degrees 33 minutes 36 seconds West, 12.19 feet to the POINT OF BEGINNING and containing 1,516,499 square feet or 34.814 acres of land.

Exhibit "A"
Description of the Property

HERITAGE PARK PHASE 3 LEGAL DESCRIPTION

WHEREAS Meritage Homes of Texas, LLC is the owner of that parcel of land located in the City of Sachse, Dallas County, Texas, a part of the Richard Copeland Survey, Abstract No. 228, and being a part of that called 79.890 acre tract of land described in a Special Warranty Deed from Arcadia Land Partners 32, Ltd. to Meritage Homes of Texas, LLC as recorded in Document Number 201200114683 of the Official Public Records of Dallas County, Texas, and being further described as follows:

BEGINNING at a five-eighths inch iron rod found for the northwest corner of said 79.890 acre tract of land, said point being the northeast corner of Lot 4 and the southeast corner of Lot 5, Block J, Jackson Meadows, Phase One, an addition to the City of Sachse as recorded in Volume 2002226, Page 113, Dallas County Deed Records;

THENCE along the north line of said 79.890 acre tract of land as follows:

North 89 degrees 13 minutes 55 seconds East, 537.96 feet to a five-eighths inch iron rod found for corner at the southeast corner of Lot 14, Block J of said Jackson Meadows, Phase One, said point being the southwest corner of a called 10 acre tract of land as described in a Warranty Deed to Rondal Lynn Norcross and wife Clarissa Norcross as recorded in Volume 2001173, Page 614, Dallas County Deed Records;

North 89 degrees 43 minutes 02 seconds East, 1187.69 feet to a one-half inch iron rod in the west right-of-way line of Merritt Road (a variable width right-of-way),

THENCE along west right-of-way line of Merritt Road as follows:

South 00 degrees 45 minutes 40 seconds West, 160.68 feet to a one-half inch iron rod found for corner;

North 89 degrees 36 minutes 58 seconds West, 19.11 feet to a one-half inch iron rod found for corner;

South 00 degrees 45 minutes 40 seconds West, 423.41 feet to a one-half inch iron rod found for corner;

North 88 degrees 58 minutes 07 seconds West, 50.50 feet to a one-half inch iron rod found for corner;

South 00 degrees 51 minutes 19 seconds West, 599.78 feet to a one-half inch iron rod found for corner;

South 02 degrees 52 minutes 41 seconds East, 157.27 feet to a one-half inch iron rod found at the north corner of Heritage Park, Phase 1, an addition to the City of Sachse as recorded in County Clerk's Document Number 201200004548, Official Public Records of Dallas County, Texas;

THENCE along the northwesterly line of said Heritage, Park Phase 1, as follows:

South 60 degrees 34 minutes 56 seconds West, 71.45 feet to a one-half inch iron rod found for corner;

South 42 degrees 03 minutes 22 seconds West, 62.25 feet to a one-half inch iron rod found for corner;

South 67 degrees 24 minutes 36 seconds West, 81.08 feet to a one-half inch iron rod found for corner;

Exhibit "A"
Description of the Property

South 48 degrees 42 minutes 19 seconds West, 151.31 feet to a one-half inch iron rod found for corner;

South 53 degrees 40 minutes 17 seconds West, 184.73 feet to a one-half inch iron rod set for corner, said point being in the west line of Lot 20, Block A, of said Heritage Park, Phase 1

THENCE North 36 degrees 19 minutes 43 seconds West, 424.79 feet to a one-half inch iron rod set for corner,

THENCE North 28 degrees 55 minutes 01 seconds East, 199.82 feet to a one-half inch iron rod set for corner;

THENCE North 58 degrees 53 minutes 14 seconds East, 63.04 feet to a one-half inch iron rod set for corner;

THENCE North 36 degrees 06 minutes 45 seconds East, 213.82 feet to a one-half inch iron rod set for corner;

THENCE South 89 degrees 46 minutes 02 seconds West, 778.90 feet to a one-half inch iron rod set for corner;

THENCE South 00 degrees 13 minutes 58 seconds East, 120.00 feet to a one-half inch iron rod set for corner;

THENCE South 44 degrees 46 minutes 02 seconds West, 14.14 feet to a one-half inch iron rod set for corner;

THENCE South 89 degrees 46 minutes 02 seconds West, 240.00 feet to a one-half inch iron rod set for corner;

THENCE North 45 degrees 13 minutes 58 seconds West, 14.14 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 13 minutes 58 seconds West, 15.00 feet to a one-half inch iron rod set for corner;

THENCE South 89 degrees 46 minutes 02 seconds West, 50.00 feet to a one-half inch iron rod set for corner;

THENCE South 00 degrees 13 minutes 58 seconds East, 46.63 feet to a one-half inch iron rod set for corner;

THENCE South 89 degrees 46 minutes 02 seconds West, 130.07 feet to a one-half inch iron rod found in the west line of said 79.890 acre tract of land;

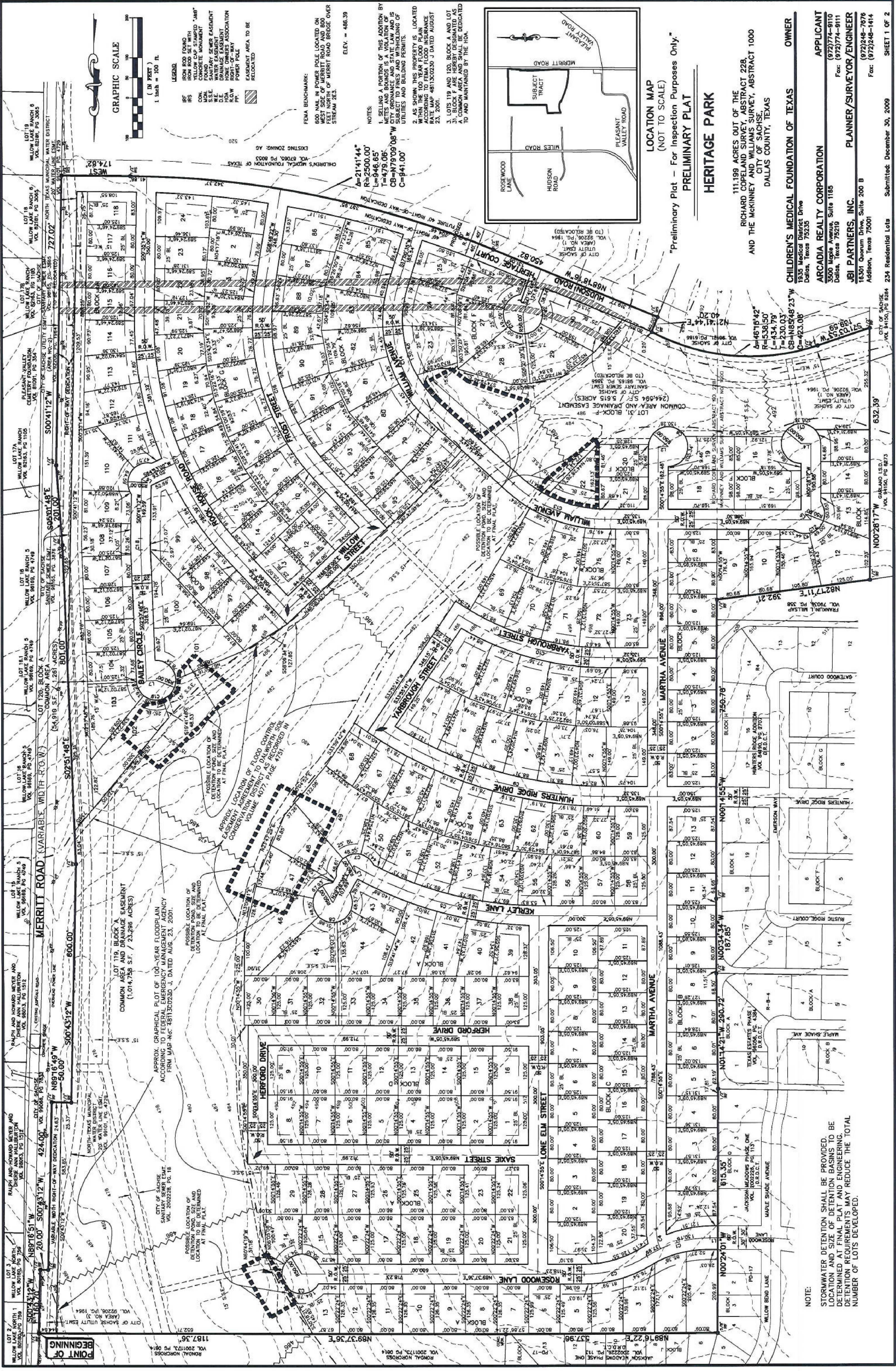
THENCE along the west line of said 79.890 acre tract of land as follows:

Exhibit "A"
Description of the Property

North 00 degrees 33 minutes 36 seconds East, 175.66 feet to a one-half inch iron rod found at the northeast corner of Hunters Ridge Addition, an addition to the City of Sachse as recorded in Volume 84190, Page 2707, Dallas County Deed Records;

North 01 degrees 10 minutes 57 seconds West, 291.68 feet to a one-half inch iron rod found at the northeast corner of Texas Estates Phase 1 Addition, an addition to the City of Sachse as recorded in Volume 96056, Page 4384, Dallas County Deed Records, said point being the southeast corner of said Jackson Meadows, Phase One;

North 00 degrees 26 minutes 28 seconds West, 615.35 feet to the POINT OF BEGINNING and containing 1,964,018 square feet or 45.088 acres of land.



NOTE:
STORMWATER DETENTION SHALL BE PROVIDED.
LOCATION AND SIZE OF DETENTION BASINS TO BE
DETERMINED AT FINAL PLAT AND ENGINEERING.
DETENTION REQUIREMENTS MAY REDUCE THE TOTAL
NUMBER OF LOTS DEVELOPED.

OWNER
CHILDREN'S MEDICAL FOUNDATION OF TEXAS
1935 Medical District Drive
Dallas, Texas 75235

APPLICANT
ARCADIA REALTY CORPORATION
3500 Maple Avenue, Suite 1185
Dallas, Texas 75219

PLANNER/SURVEYOR/ENGINEER
JBI PARTNERS, INC.
16301 Quorum Drive, Suite 200 B
Addicks, Texas 75001

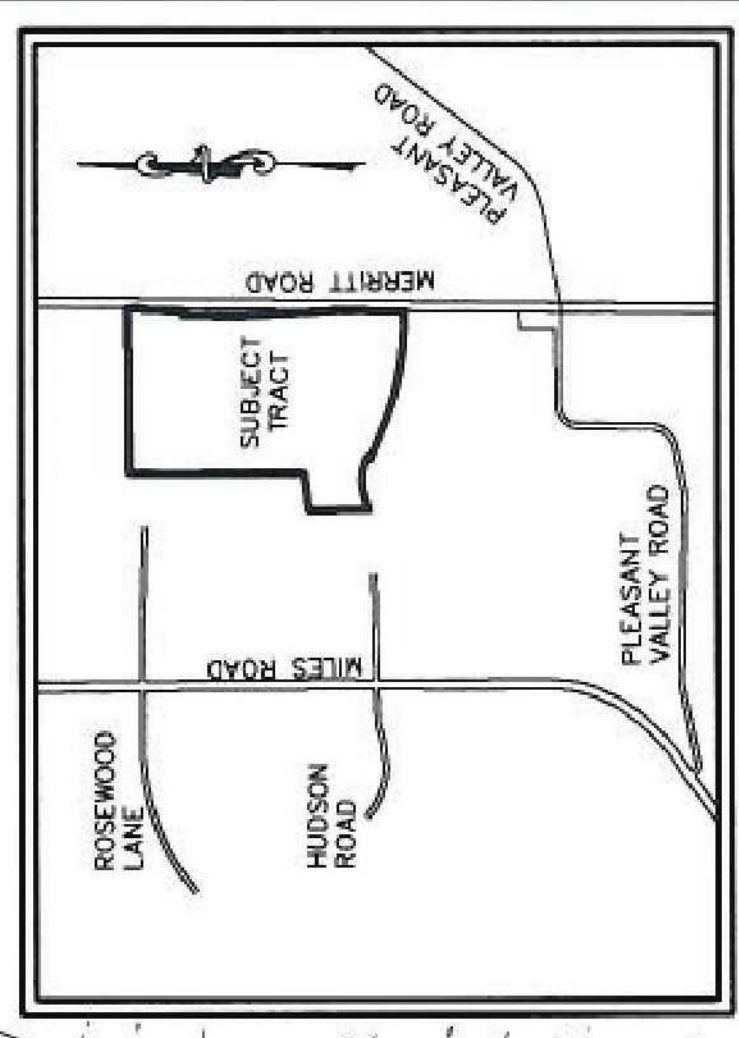
111.199 ACRES OUT OF THE
RICHARD COPELAND SURVEY, ABSTRACT 228,
AND THE MCKINNEY AND WILLIAMS SURVEY, ABSTRACT 1000
CITY OF SACHSE,
DALLAS COUNTY, TEXAS

HERITAGE PARK

PRELIMINARY PLAT

"Preliminary Plat - For Inspection Purposes Only."

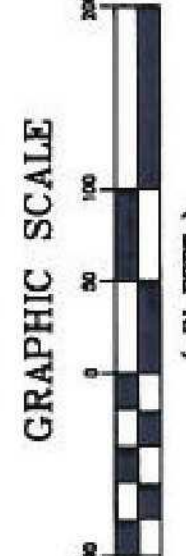
LOCATION MAP
(NOT TO SCALE)



- NOTES:
1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF THE TEXAS PROPERTY CODE, CHAPTER 65, SUBCHAPTER C, SECTION 65.08, WHICH PROVIDES THAT A PORTION OF AN ADDITION MAY BE SEVERED ONLY BY A PLAT OF SUBDIVISION.
 2. AS SHOWN THIS PROPERTY IS LOCATED WITHIN THE 100 YEAR FLOOD PLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 17060C0200J DATED AUGUST 23, 2001.
 3. LOTS 118 AND 120, BLOCK 4 AND LOT 121, BLOCK 5 ARE DESIGNATED AS A COMMON AREA AND SHALL BE DEDICATED TO AND MAINTAINED BY THE HOA.

LEGEND

- IRON ROD FOUND
- IRF
- CONCRETE MONUMENT
- FOUND
- WATER EASEMENT
- W.E.
- WATER EASEMENT
- W.E.
- RIGHT-OF-WAY
- R.O.W.
- POWER POLE
- EASEMENT AREA TO BE RELOCATED



GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.

Hudson Drive Connection Between Miles Road and Merritt Road



**COST ESTIMATE - BASED ON BIDS RECEIVED FROM DEVELOPER AND ADDITIONAL COST
INFORMATION PREPARED BY CITY STAFF
HUDSON DRIVE
July 29, 2013**

Approximate length of centerline of street: 1,500

	Quantity	Unit	Unit Price	Total
A. EARTHWORK & EROSION CONTROL				
1 Reinforced silt fence	1,785	LF	\$1.31	\$2,338.35
2 Construction entrance	1	EA	\$2,000.00	\$2,000.00
3 Clearing and grubbing	7	AC	\$987.50	\$7,110.00
4 Street & lot excavation	10,000	CY	\$1.96	\$19,600.00
5 Rock berm	2	EA	\$800.00	\$1,600.00
6 Process and place wet utility spoils	1,535	CY	\$2.00	\$3,070.00
7 Fine grade and cleanup	15	STA	\$225.00	\$3,375.00
8 4' curlex along curbs	1,500	LF	\$0.60	\$900.00
9 Seed all disturbed areas	3.50	AC	\$250.00	\$875.00
10 Inlet protection on existing inlet	1	EA	\$126.00	\$126.00
11 SWPPP sign	1	LS	\$315.00	\$315.00
12 SWPPP Plan	1	LS	\$2,500.00	\$2,500.00
13 Testing	10,000	CY	\$0.25	\$2,500.00
			TOTAL	\$46,309.35
B. PAVING				
1 7"-3500 PSI conc. pavement	4,192	SY	\$36.90	\$154,684.80
2 8" (44lbs./sy) lime stabilized subgrade	4,553	SY	\$2.90	\$13,203.70
3 Hydrated lime material	100	TN	\$142.00	\$14,223.57
4 Connect to existing pavement	63.5	LF	\$6.00	\$381.00
5 Type III barricade	9	LF	\$35.00	\$315.00
6 Remove and dispose existing barricade	63.5	LF	\$8.00	\$508.00
7 Barrier free ramp	1	EA	\$2,000.00	\$2,000.00
8 5' concrete sidewalk	7,700	SF	\$3.00	\$23,100.00
9 Street signs and poles	4	EA	\$500.00	\$2,000.00
10 Striping and marking	1	LS	\$2,600.00	\$2,600.00
11 Traffic control	1	LS	\$1,700.00	\$1,700.00
12 Testing	4,553	SY	\$0.80	\$3,642.40
13 Maintenance bond per City of Sachse	1	LS	\$3,000	\$3,000.00
			TOTAL	\$221,358.47
C. LIGHTING				
1 Standard Street Light Pole with Fixture	7	EA	\$3,500.00	\$24,500.00
2 Street Light Concrete Base	7	EA	\$1,500.00	\$10,500.00
3 Schedule 40 conduit - 2"	1,500	LF	\$2.00	\$3,000.00
4 Electrical Wiring	1,500	LF	\$2.50	\$3,750.00
5 Pull Box	7	EA	\$250.00	\$1,750.00
			TOTAL	\$43,500.00
D. DRAINAGE				
1 3 barrel - 10' x 5' RCB	70	LF	\$1,515.00	\$106,050.00
2 42" RCP	200	LF	\$97.00	\$19,400.00
3 36" RCP	46	LF	\$74.00	\$3,404.00
4 30" RCP	21	LF	\$60.00	\$1,260.00
5 21" RCP	278	LF	\$41.75	\$11,606.50
6 12' Curb Inlet	1	EA	\$3,135.00	\$3,135.00
7 10' Curb Inlet	1	EA	\$2,750.00	\$2,750.00
8 4' x 4' Wye inlet	1	EA	\$2,695.00	\$2,695.00
9 4' x 4' Manhole	1	EA	\$2,750.00	\$2,750.00
10 TxDOT Type (PW-1) headwall at 3 barrel 10' x 5' RCB with TxDOT Type T401 traffic rail	2	EA	\$19,565.00	\$39,130.00
11 1 S.G.T., MBGT & terminal anchor section (TAS) as per TxDOT details	56	LF	\$150.00	\$8,400.00
12 Type B Headwall at 42" RCP	1	EA	\$2,750.00	\$2,750.00
13 Connect to existing RCP	1	EA	\$500.00	\$500.00
14 Remove and dispose existing headwall	1	EA	\$550.00	\$550.00
15 Remove & dispose existing 2 - 10" PVC pipe	47	LF	\$15.00	\$705.00
16 Remove & dispose existing 24" CMP	16	LF	\$25.00	\$400.00
17 Inlet erosion control	2	EA	\$140.00	\$280.00
18 12" rock riprap	161	SY	\$50.00	\$8,050.00
19 Trench safety	615	LF	\$0.20	\$123.00
20 Testing	615	LF	\$1.10	\$676.50
21 Maintenance bond per City of Sachse	1	LS	\$800	\$800.00
			TOTAL	\$215,415.00
TOTAL HUDSON DRIVE COST				\$526,582.82



Legislation Details (With Text)

File #:	13-1791	Version:	1	Name:	STANDARD CONSTRUCTION DETAILS
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	9/13/2013	In control:		In control:	City Council
On agenda:	9/16/2013	Final action:		Final action:	
Title:	Consider a resolution of the City Council of the City of Sachse, Texas, adopting the 2013 Standard Construction Details of the City of Sachse, Texas.				
	Executive Summary As a result of previous City Council Discussions on March 4, 2013 and June 3, 2013, staff has revised the Standard Construction Details. A formal resolution is needed to adopt the revised City of Sachse Standard Construction Details.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	51Sachse RESO Standard Construction Details				

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, adopting the 2013 Standard Construction Details of the City of Sachse, Texas.

Executive Summary

As a result of previous City Council Discussions on March 4, 2013 and June 3, 2013, staff has revised the Standard Construction Details. A formal resolution is needed to adopt the revised City of Sachse Standard Construction Details.

Background

City presented recommended revisions to the Standard Construction Details to City Council on March 4, 2013. On June 3, 2013, the City Council discussed the recommended changes and reviewed the progress of the update.

The Standard Construction Details have been revised and are now ready for adoption. Changes to the Subdivision Ordinance (other the the Details) and Zoning Ordinances will follow after the new details are adopted.

The updated Standard Construction Details are included with a Workshop Agenda Item previously discussed.

Policy Considerations

The Standard Construction Details represent minimum allowable standards for constructing public improvements in the City of Sachse.

Budgetary Considerations

None.

Staff Recommendations

Staff recommends City Council approve a resolution of the City Council of the City of Sachse, Texas, adopting the 2013 Standard Construction Details of the City of Sachse, Texas as a Consent Agenda Item.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, ADOPTING THE 2013 STANDARD CONSTRUCTION DETAILS OF THE CITY OF SACHSE, TEXAS; AUTHORIZING ITS IMPLEMENTATION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Standard Construction Details set the minimum construction standards allowed in the City of Sachse; and

WHEREAS, the City of Sachse Standard Construction Details must be updated regularly to reflect changes in construction technology and construction practices; and

WHEREAS, the City of Sachse Standard Construction Details have been revised to reflect changes in design and construction of public facilities; and

WHEREAS, upon full review and consideration of the 2013 Standard Construction Details, the City Council is of the opinion and finds the document thereof should be approved, and that the City Manager should be authorized to implement the Standard Construction Details 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 hereby authorized to implement the Standard Construction Details in the City of Sachse, Texas.

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

RESOLVED by the City Council of the City of Sachse, Texas, the _____ day of _____, 2013.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary



Legislation Details (With Text)

File #:	13-1769	Version:	1	Name:	Presentation of Hancher Grant for \$25,000
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	9/9/2013	In control:		In control:	City Council
On agenda:	9/16/2013	Final action:		Final action:	
Title:	Presentation of Hancher Library Grant for \$24,999.00.				
	Executive Summary Presentation of Hancher Grant for \$24,999.00.				

Sponsors:

Indexes:

Code sections:

Attachments: [grant presentation](#)

Date	Ver.	Action By	Action	Result
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Title

Presentation of Hancher Library Grant for \$24,999.00.

Executive Summary

Presentation of Hancher Grant for \$24,999.00.

Background

The Hancher Library Foundation provides funding to libraries in cities with a population of 50,000 or less. Funding is not considered for normal operational expenses, salaries, or benefits. Projects are reviewed for their level of educational contribution to the community. This project fits within the foundation's guidelines.

Grant funds will allow the Library staff to add children's furniture to meet the seating needs for story time and add a small teen area. Shelving will be added to both the teen area and easy readers as existing shelves in these areas are at capacity. In addition, an LCD screen will be purchased with grant funds to advertise programming. New furniture and additional shelving will make the library more appealing to citizens, resulting in increased programming numbers and circulation.

Policy Considerations

N/A

Budgetary Considerations

No matching funds are required for this grant.

Staff Recommendations

This item requires no action.

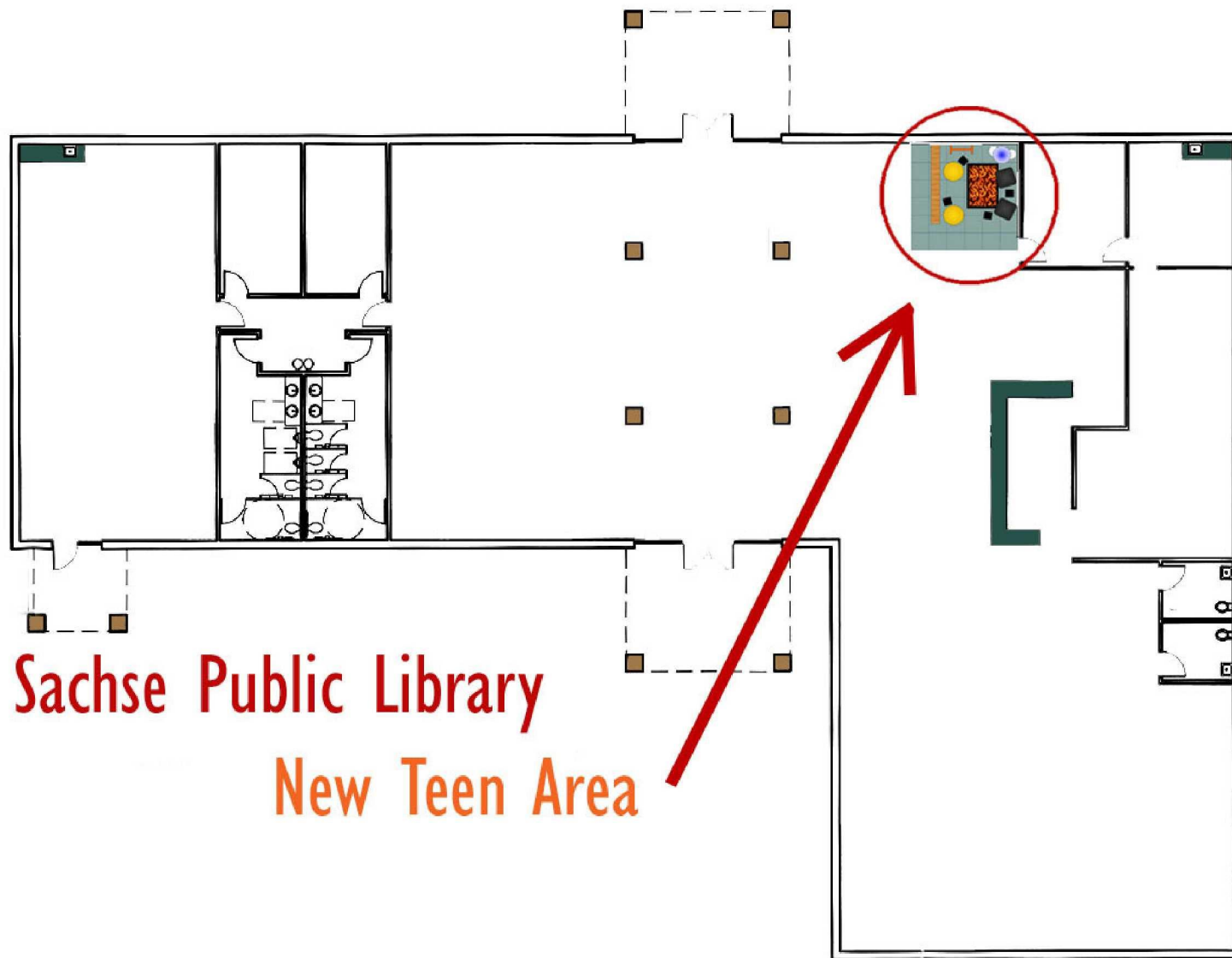
HANCHER FOUNDATION GRANT
COUNCIL PRESENTATION
SEPTEMBER 16, 2013

FOUNDATION HISTORY

- ▣ Founded in 2012
- ▣ Provides funds for libraries serving populations of 50,000 and under.
- ▣ This foundation supports Texas libraries only.

This Grant Provides:

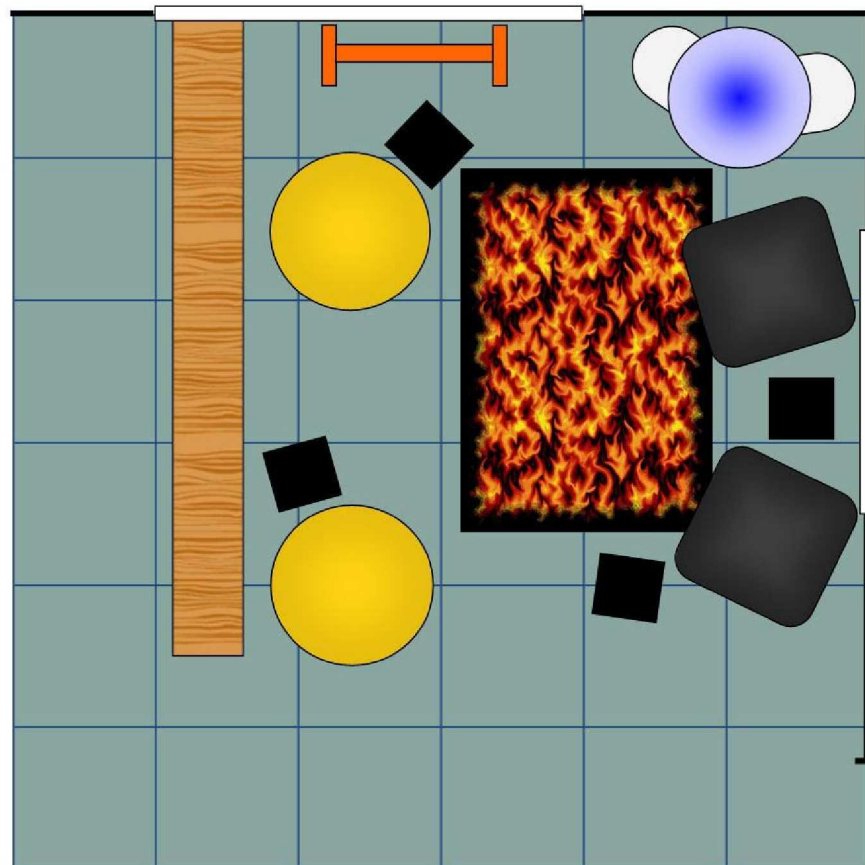
- ▣ Furniture for the children's section
- ▣ Additional shelving and display throughout the library to improve browsing
- ▣ Furniture and shelving to create a Teen Area
- ▣ Funds to purchase additional books for the teen, juvenile fiction, juvenile nonfiction, and picture books.
- ▣ Funds to purchase a LED 47 inch television to display program announcements



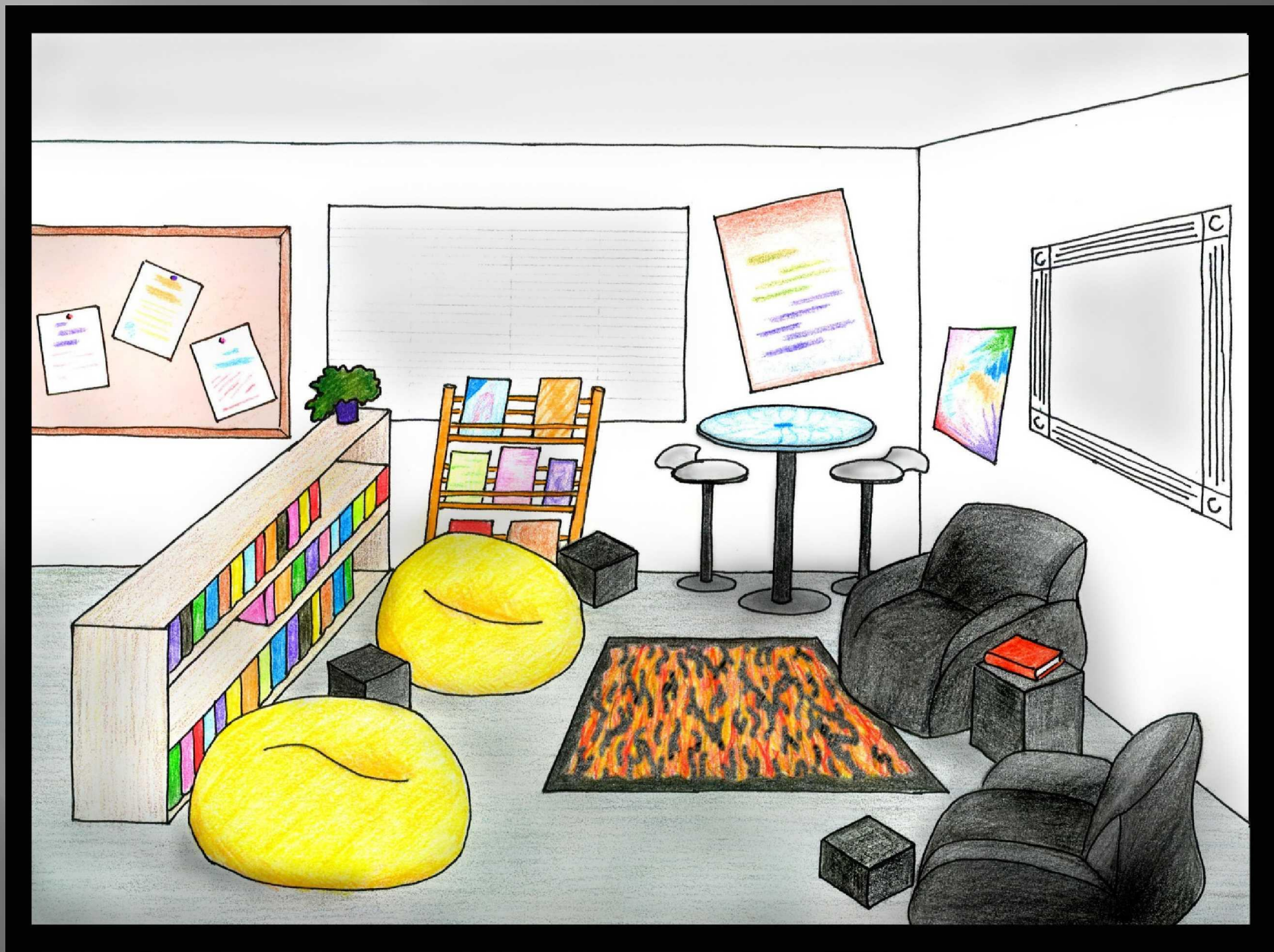
Sachse Public Library

New Teen Area

SACHSE PUBLIC LIBRARY



TEEN AREA LAYOUT PLAN





Legislation Details (With Text)

File #:	13-1788	Version:	1	Name:	Proclamation recognizing Constitution Week
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	9/12/2013	In control:		In control:	City Council
On agenda:	9/16/2013	Final action:		Final action:	
Title:	Proclamation recognizing Constitution Week.				
	Executive Summary				
	Nancy Ross, representing the Daughters of the American Revolution, requested this proclamation.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ltr. Constitution Week.pdf				
	Proc. Constitution Week.pdf				

Date	Ver.	Action By	Action	Result
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Title
Proclamation recognizing Constitution Week.

Executive Summary
Nancy Ross, representing the Daughters of the American Revolution, requested this proclamation.

Background
Ms. Ross will attend the meeting to receive the proclamation.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Mayor Felix will present the proclamation recognizing Constitution Week.



Nancy L. Ross, Regent

General Bernardo de Galvez Chapter

1205 Meadow Creek Dr.

Allen, Texas 75002-1690

RECEIVED JUL 2 2 REC'D

Billy George, Sachse City Manager

3815 Sachse Rd.

Sachse, Texas 75048

Dear Sir;

Every September the hundreds of DAR chapters across the country celebrate the anniversary of the signing of the Constitution of the United States. One of the ways we do that is to ask the cities in our area to issue a proclamation honoring the Constitution. I am sending this letter to request that you and the city council do this and present the proclamation to the General Bernardo de Galvez Chapter, which represents the ladies in this area.

If you chose to participate the proclamation will be displayed at the Dallas area Constitutional Luncheon to be held in September at the McKinney Country Club. You can reach me at 469 854-1584 (h) or 972 639-8157 (c), or by e-mailing nlwross@hotmail.com.

Sincerely,

A handwritten signature in black ink that reads "Nancy L. Ross". The signature is written in a cursive, flowing style.

Nancy L. Ross

PROCLAMATION

WHEREAS, our Founding Fathers, in order to secure the blessings of liberty for themselves and their posterity, did ordain and establish a constitution for the United States of America; and

WHEREAS, it is of the greatest importance that all citizens fully understand the provisions and principles contained in the Constitution in order to support, preserve, and defend it against all enemies; and

WHEREAS, September 17, 2013, marks the two hundred twenty-sixth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, the anniversary of the Signing of the Constitution provides an opportunity for all Americans to realize the achievements of the Framers of the Constitution and the rights, privileges, and responsibilities it secured; and

WHEREAS, the independence guaranteed to American citizens, whether by birth or naturalization, should be celebrated by appropriate ceremonies and activities during Constitution Week, September 17-23, 2013, as designated by proclamation of the President of the United States of America in accordance with Public Law 915;

NOW, THEREFORE, by the powers vested in me as Mayor of the great City of Sachse, Texas, I do hereby proclaim, September 17-23, 2013 as

“CONSTITUTION WEEK IN THE CITY OF SACHSE”

and urge all citizens to recognize the importance of this historic week.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 16th day of September, 2013.



Mike J. Felix
Mayor



Legislation Details (With Text)

File #:	13-1780	Version:	1	Name:	CD - CLH PP CC
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	9/10/2013	In control:		In control:	City Council
On agenda:	9/16/2013	Final action:		Final action:	

Title: Consider the application of JR&R Investments, Ltd. for a Preliminary Plat for CLH Addition, Lot 1 & 2, Block A, being a 2.8388-acre tract consisting of two lots. The subject property is generally located on the southeast corner of State Highway 78 and Hooper Road.

Executive Summary

The applicant is requesting approval of a Preliminary Plat for two individual lots comprising a total of 2.8388 acres.

Sponsors:

Indexes:

Code sections:

Attachments: [CD - CLH PP CC - PRELIMINARY PLAT.pdf](#)
[CD - CLH PP CC - ATTACHMENT 1.pdf](#)
[CD - CLH PP CC - ATTACHMENT 2.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider the application of JR&R Investments, Ltd. for a Preliminary Plat for CLH Addition, Lot 1 & 2, Block A, being a 2.8388-acre tract consisting of two lots. The subject property is generally located on the southeast corner of State Highway 78 and Hooper Road.

Executive Summary

The applicant is requesting approval of a Preliminary Plat for two individual lots comprising a total of 2.8388 acres.

Background

The 2.8388-acre (approximately 123,658 square feet) subject property is generally located on the southeast corner of State Highway 78 and Hooper Road. (See Attachment 1 - Aerial Location Map). Proposed Lot 1 of the subject property retains a current zoning designation of Special Use Permit (SUP) for a Daycare, Childcare or Kindergarten Facilities (Ord. No. 3497 approved July 15, 2013), and Lot 2 retains a zoning designation of General Commercial (C-2). See Attachment 2 for Zoning Identification Map.

There are no existing trees located on the subject site.

Planning and Zoning Commission unanimously approved this item at their August 26, 2013 meeting.

Policy Considerations

The applicant is proposing to plat the subject property into two separate lots. Hooper Road, which is adjacent to the north boundary of the subject property, is currently 60-feet wide, which is consistent with the width of the road necessary for future improvements. A minor dedication of approximately 8-inches is proposed for a portion of the Hooper Road frontage to accommodate a 60-ft right-of-way for the entire frontage. It should be noted that pursuant to the City Subdivision Ordinance, the applicant will be responsible for constructing or escrowing the construction costs for the improvement of the southern half of Hooper Road.

Staff has determined that the proposed Preliminary Plat meets the standards of the City of Sachse Code of Ordinances and is designed in accordance with the zoning of the property. The Preliminary Plat and its supporting documents have been reviewed by the City Engineer and have been found to be in compliance with the City of Sachse Code of Ordinances.

Budgetary Considerations

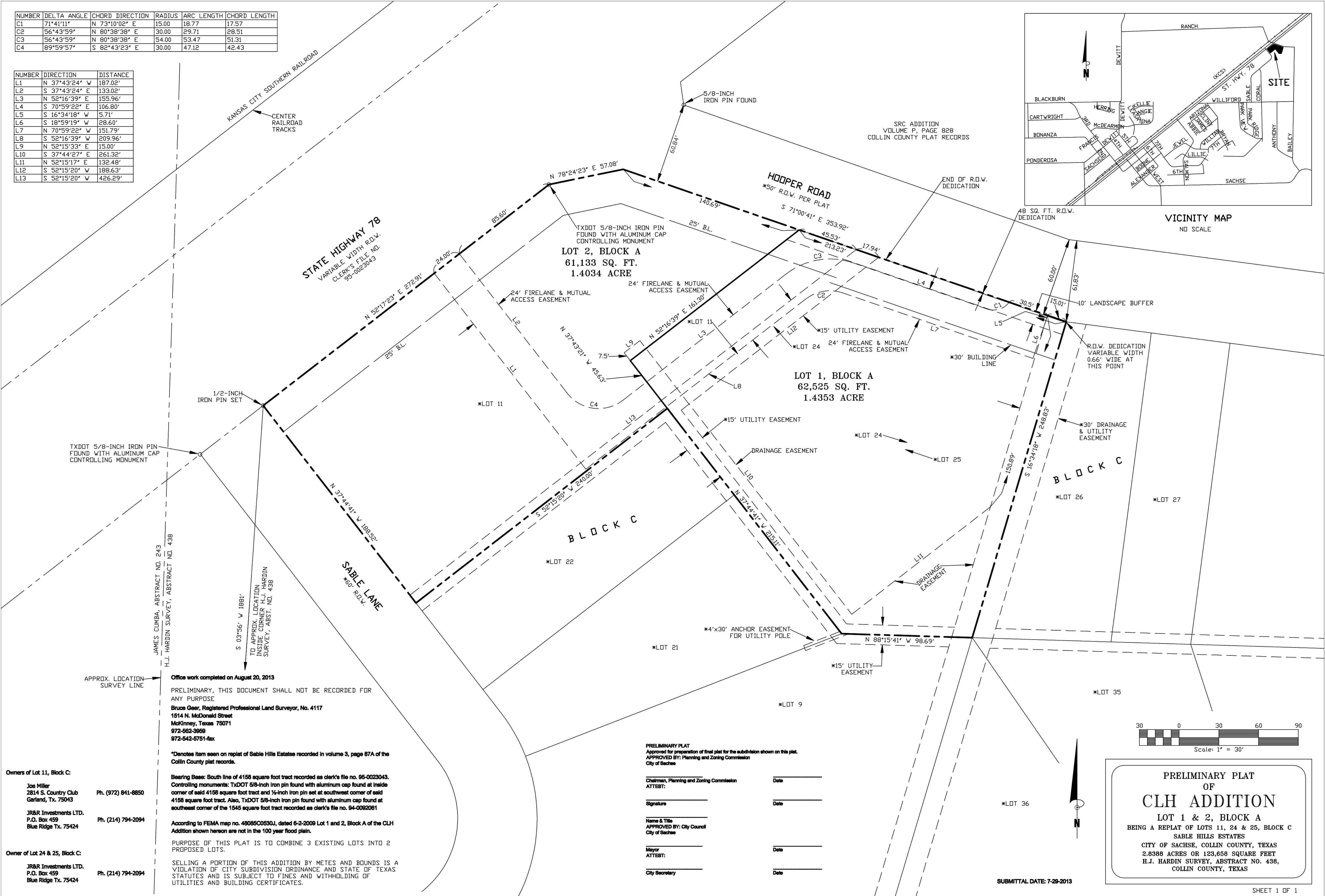
None.

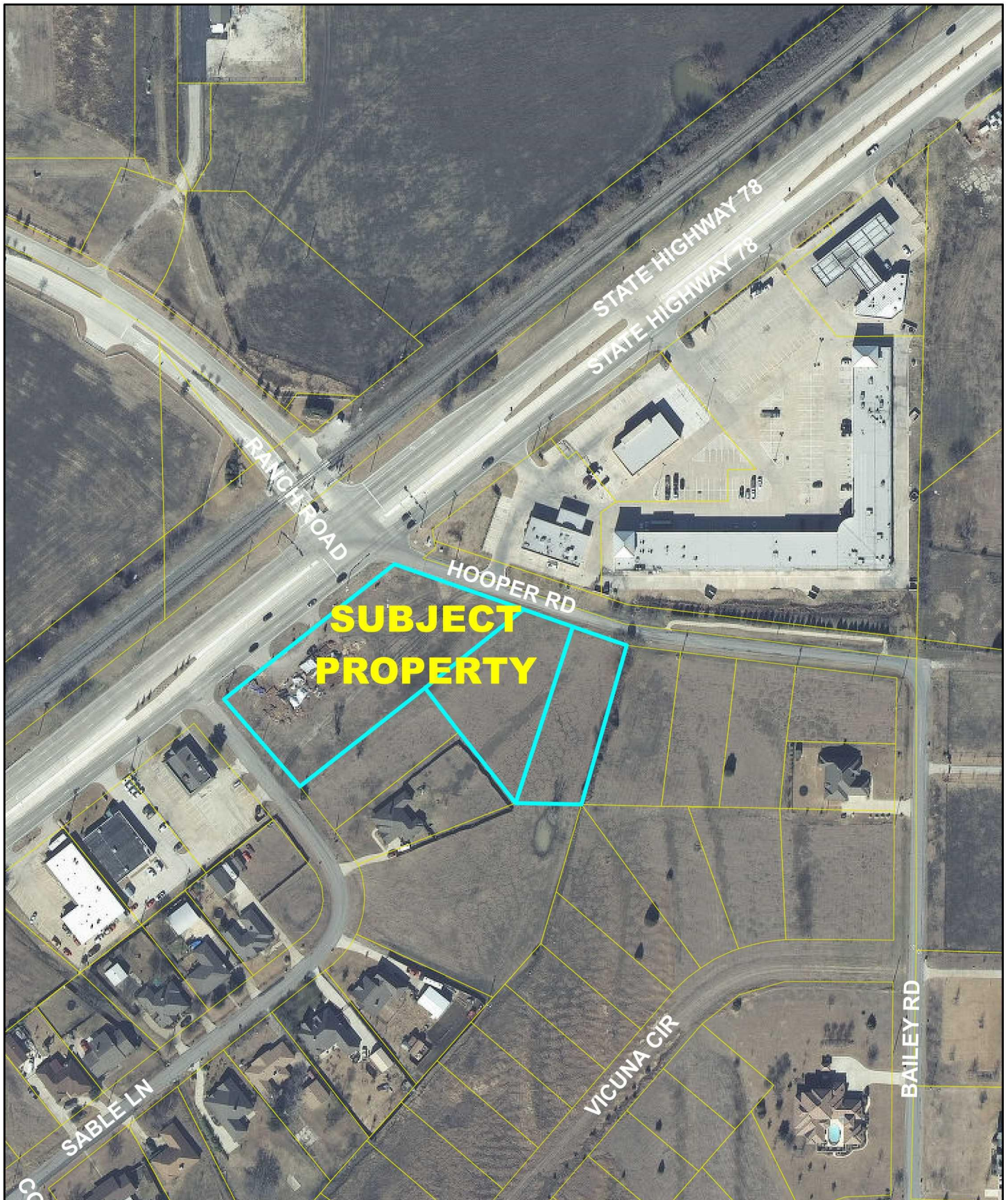
Staff Recommendations

Staff recommends approval of a Preliminary Plat for CLH Addition, Lot 1 & 2, Block A, being a 2.8388-acre tract consisting of two lots. The subject property is generally located on the southeast corner of State Highway 78 and Hooper Road as a Consent Agenda Item.

NUMBER	DELTA ANGLE	CHORD DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH
C1	71°41'11"	N 73°10'02" E	15.00	18.77	17.57
C2	56°43'59"	N 80°38'38" E	30.00	29.71	28.51
C3	56°43'59"	N 80°38'38" E	54.00	53.47	51.31
C4	89°59'57"	S 82°43'23" E	30.00	47.12	42.43

NUMBER	DIRECTION	DISTANCE
L1	N 37°43'24" W	187.02'
L2	S 37°43'24" E	133.02'
L3	N 52°16'39" E	155.96'
L4	S 70°59'22" E	106.80'
L5	S 16°34'18" W	5.71'
L6	S 18°59'19" W	28.60'
L7	N 70°59'22" W	151.79'
L8	S 52°16'39" W	209.96'
L9	N 52°15'33" E	15.00'
L10	S 37°44'27" E	261.32'
L11	N 52°15'17" E	132.48'
L12	S 52°15'20" W	188.63'
L13	S 52°15'20" W	426.29'





0 100 200 400
Feet

AERIAL LOCATION MAP

*CLH Addition
Preliminary Plat (P13-14)
Map Created: August 19, 2013*

Fuel Pumps

RANCH ROAD

STATE HIGHWAY 78
STATE HIGHWAY 78

C-2

HOOPER RD

**SUBJECT
PROPERTY**

C-1
C-2
C-1

SUP

ORD. No. 3498
07-15-13
CHILD CARE

SUP

ORD. No. 3267
12-06-10
Taxidermist

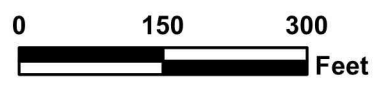
SABLE LN

VICUNA CIR

BAILEY RD

MINE CIR

R-2A



ZONING IDENTIFICATION MAP

CLH Addition
Preliminary Plat (P13-14)
Map Created: August 20, 2013



Legislation Details (With Text)

File #:	13-1787	Version:	1	Name:	Consider a Resolution of the City Council of the City of Sachse, Texas, executing a Mutual Aid Agreement with the North Central Texas Participating Local Governments Public Works Emergency Response Team.
Type:	Agenda Item	Status:			Agenda Ready
File created:	9/11/2013	In control:			City Council
On agenda:	9/16/2013	Final action:			
Title:	Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Mutual Aid Agreement by and between the City of Sachse, Texas, and other participating local governments of the State of Texas for the purpose of providing planning and operating procedures whereby public works related agencies may request aid and assistance in the form of personnel, equipment, materials and/or other associated services from other public works related agencies.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	51SACHSE Resolution Approving North Central Texas Public Works Mutual Aid Agreement PW Mutual Aid Agreement.pdf				

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Mutual Aid Agreement by and between the City of Sachse, Texas, and other participating local governments of the State of Texas for the purpose of providing planning and operating procedures whereby public works related agencies may request aid and assistance in the form of personnel, equipment, materials and/or other associated services from other public works related agencies.

Executive Summary

This resolution will execute a Mutual Aid Agreement with the North Central Texas Participating Local Governments Public Works Emergency Response Team to assist neighboring municipalities in the event of a disaster.

Background

The Public Works Emergency Response Team (PWERT) was created to provide public works assistance when an emergency or disaster overwhelms local resources. Currently there are twenty-four municipalities in the North Texas area participating. The PWERT operates on a voluntary quid pro quo basis. Assistance may be requested in the form of equipment, materials, or manpower.

Policy Considerations

This Mutual Aid Agreement between municipalities in the North Texas area is to provide public works assistance in the event of a disaster.

Budgetary Considerations

N/A

Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Mutual Aid Agreement by and between the City of Sachse, Texas, and other participating local governments of the State of Texas for the purpose of providing planning and operating procedures whereby public works related agencies may request aid and assistance in the form of personnel, equipment, materials and/or other associated services from other public works related agencies.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A MUTUAL AID AGREEMENT BY AND BETWEEN THE CITY OF SACHSE, TEXAS, AND OTHER PARTICIPATING LOCAL GOVERNMENTS OF THE STATE OF TEXAS FOR THE PURPOSE OF PROVIDING PLANNING AND OPERATING PROCEDURES WHEREBY PUBLIC WORKS RELATED AGENCIES MAY REQUEST AID AND ASSISTANCE IN THE FORM OF PERSONNEL, EQUIPMENT, MATERIALS AND/OR OTHER ASSOCIATED SERVICES FROM OTHER PUBLIC WORKS RELATED AGENCIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the responsibility of the City of Sachse to secure protection of life and property in the event of an emergency, disaster and/or civil emergency for the City and its citizens; and

WHEREAS, Chapter 791 of the Texas Government Code (“Interlocal Cooperation Act”) , authorizes local government entities to enter into interlocal contracts for governmental purposes; and

WHEREAS, the purpose of this Mutual Aid Agreement is to provide planning and operating procedures whereby public works related agencies may request aid and assistance in the form of personnel, equipment, materials and /or other associated services from other public works related agencies; and

WHEREAS, the City Council for the City of Sachse desires to secure the benefits of mutual aid for the protection of life and property in the event of an emergency and/or disaster;

WHEREAS, upon full review and consideration of the North Central Texas Public Works Mutual Aid Agreement (“Agreement”) to provide planning and operating procedures whereby public works related agencies may request aid and assistance in the form of personnel, equipment, materials and /or other associated services from other public works related agencies, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions of said Agreement should be approved, and that the Mayor is authorized to execute the Agreement on behalf of the City of Sachse, Texas;

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

Section 1. The Mayor is hereby authorized to execute the Agreement, attached hereto as Exhibit “A”, with other participating local governments of the State of Texas, to provide planning and operating procedures whereby public works related agencies may request aid and assistance in the form of personnel, equipment, materials and /or other associated services from other public works related agencies.

Section 2. This resolution shall take effect immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas,
this the _____ day of _____, 2013.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

EXHIBIT “A”
NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

This mutual aid agreement ("Agreement") is entered into by, between, and among the North Central Texas Participating Local Governments and/or Public/Political Sub-Divisions located wholly or partially within the State of Texas acting by and through their duly authorized officials. The undersigned Participating Local Governments and any and/or Public/Political Sub-Divisions of the State of Texas adopting this agreement upon a formal order of their respective governing bodies as provided therein may be referred to in this Agreement individually as "Party" and collectively as "Parties." By signing this document, and sending it to the Public Works Emergency Response Team, at an address maintained by the NCTCOG, the agency has indicated that it consents to be a party to this emergency mutual aid agreement, and acknowledges that it is not necessary to receive copies of the agreement from other agencies that are party to such agreement.

RECITALS

WHEREAS, the Parties recognize the vulnerability of the people and communities located within local governments and public subdivisions to damage, injury, and loss of life and property resulting in emergencies, disasters or civil emergencies and recognize that such incidents may present equipment and personnel requirements beyond the capacity of each individual (governmental entity) (Party); and

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an emergency, disaster or civil emergency or public works emergency; and

WHEREAS, the Parties *that* wish to make suitable arrangements to provide Mutual Aid are so authorized, and make this Agreement pursuant to *all governmental power inherent in home rule and other municipalities and all statutory authority, including, but not limited to, the Interlocal Cooperation Act Chapter 791 of the Texas Government Code; the Texas Disaster Act of 1975 as amended Chapter 418 of the Texas Government Code including the Texas Statewide Mutual Aid System of the Emergency Management Chapter, set out in Subchapter E-1 of Texas Government Code, Section 418.111 et seq, and any amendments to that authority or other authority that may be set out in the constitution of laws of the State of Texas;*

WHEREAS, it is understood that the creation of this Agreement and the Texas Statewide Mutual Aid System (SB11) under Chapter 418 E-1 does not replace or supersede existing mutual aid agreements or interfere with the ability of municipalities to enter into written mutual aid agreements in the future. It is understood that if a written agreement is entered into by governmental entities or municipalities requesting resources, then the terms of that agreement control the rights and responsibilities of the participating parties to the extent the agreement provides terms that differ from the Texas Statewide Mutual Aid System.

WHEREAS, it is expressly understood that any mutual aid extended under this Agreement and the operational plan adopted pursuant thereto, is furnished in accordance with the "Texas Disaster Act" and other applicable provision of law and except as otherwise provided by law, that the responsible local official in whose jurisdiction an incident requiring Mutual Aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him/her through the operation of such Mutual Aid Plans;

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

Section 1: Incorporation: The above whereas provisions and statements are incorporated as if written word for word below.

Section 2: Purpose: This Agreement is hereby established to provide planning and operating procedures whereby public works related Agencies may request aid and assistance in the form of personnel, equipment, materials and/or other associated services from other public works related agencies. This agreement allows for better coordination of efforts, identifies available resources and helps ensure that timely aid can be provided.

Section 3: Definitions

- A. "Agency" means any municipal public works agency, township road district, county highway departments, or any Public/Political sub-division that performs a public works function that abides by the provisions as found in this Agreement.
- B. "Administrative Agency" means the entity designated by the Parties to be responsible for maintaining the documents associated with this Agreement including distributing Point of Contact and Resource Inventory information.
- C. "Assisting Party" or "Responding Party" means the agency or organization which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.
- D. "Civil Emergency" means an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.
- E. "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause, including but not limited to fire, flood, earthquake, wind, storm, wave action, winter storm, biological or health hazards, dam or levee break, drought, explosion, riot,, acts of terrorism and other public calamity requiring emergency action or requiring homeland security activity (as that term is defined in Chapter 421 of the Texas Government Code entitled Homeland Security) that is or likely to be, beyond the control of the services personnel equipment and facilities of a Party that requires assistance under this Agreement, but must be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.
- F. "Emergency" means any occurrence or threat thereof, whether natural or caused by man, in war or in peace, which results in substantial injury or harm to the population, or substantial damage to or loss of property.
- G. "Homeland security activity means any activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency.
- H. "Mutual Aid" means providing resources such as personnel, equipment, services and supplies. These resources support typical public works missions or tasks such as: removal of debris, restoration of water/wastewater operations, flood control, infrastructure system repairs, standby power, and damage assessment.

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

- I. "National Incident Management System (NIMS)" means a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.
- J. "Operational Period" shall mean a period of time beginning at the time of the request for Mutual Aid and lasting no longer than thirty six (36) hours. Typically assistance would be given in Twelve (12) hour shifts for operational efficiencies. It is the intention of this mutual aid to be for assistance in the initial response to the emergency and not part of the long term recovery. If assistance is requested beyond the initial 36 hours, then the requesting agency must work with the responding agency directly and put in place a mutual agreeable contract and payment for services rendered. It is also understood that any agency responding under this mutual aid agreement will not receive any reimbursement for their mutual aid assistance up to the first 36 hours, even if the event becomes a declared emergency by the President. After the first 36 hours repayment shall be provided. It is also understood that any agency for any reason may decline to assist or recall their mutual aid at any time.
- K. "Point of Contact" means a person and/or an agency's department/office serving as the coordinator or focal point of information dealing with public works emergency response activities.
- L. "Public Works Emergency Response Team" (PWERT) means a working group of Public Works Officials representing their agencies; whose mission is to develop and maintain a region wide network of public works' related agencies. This teams' principal purpose is to provide mutual aid response and recovery assistance, to each other, when confronted with natural or man-made emergencies or disasters. This Group is designated as the Administrative Agency to manage this Agreement.
- M. "Requesting Party" means the agency or organization receiving aid and assistance from a Assisting Party.
- N. Public/Political Sub-Division means a basic level of independent local government or quasi-government authorized by Section 52 of the Texas Constitution that typically have a specific or limited purpose including Dallas Fort Worth International Airport, Toll Authorities, independent school districts, water or wastewater districts and improvement and economic development districts and exist separately from general purpose local governments such as county, city or townships.

Section 4: Term

This Agreement shall become effective as to each Party on date of adoption as indicated on the signature page for each Party and shall continue in force and remaining binding on each and every Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 4 of this Agreement. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties

NORTH CENTRAL TEXAS PUBLIC WORKS MUTUAL AID AGREEMENT

Section 5: Termination

Any Party may at any time by resolution or notice given to all the other Parties decline to participate in the provision of Public Works Mutual Aid. The Governing Body of a Party shall, by Resolution, give notice of termination of participation in this Agreement and submit a copy of such resolution to the Administrative Agency and all other Parties. Such termination shall become effective thirty (30) days after filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto.

Section 6: Responsibility of Parties

Provision of Aid: Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time for any reason, or to recall aid that has been deployed at any time.

Section 7: Request for Assistance: The request for assistance will:

- A. Be made only with a Declaration of a state of Local Civil Emergency or Declaration of Disaster by a Requesting Party pursuant to Section 418.108, Texas Government Code or after a proclamation of a State of Emergency under Section 433.001, Texas Government Code,
- B. Be made only without a Declaration of a state of Local Civil Emergency or Declaration of Disaster if the requesting agency expects to use the resource(s) for less than one operational period or if the declaration of emergency is expected to be issued during the first operational period.
- C. Be made by the highest ranking authority of Requesting Party available at the time of need,
- D. Be made to the highest ranking authority of the Responding Party available at the time of need, and
- E. Specify to the greatest extent possible the nature of the problem requiring assistance and the resources requested.

Section 8: Procedures for Requests and Provision of Mutual Aid: See Attachment 1

Section 9: Cost Limitation

A Requesting Party shall not be required to reimburse a Responding Party for costs incurred during the first Operational Period as defined in Section 2 of this Agreement. A Requesting Party shall be required to reimburse a Responding Party for costs incurred after the first Operational Period.

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

Section 10: Expending Funds:

A Responding Party that performs services or furnishes aid pursuant to this Agreement shall do so with their own current funds. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

Section 11: Insurance

- A. Worker's Compensation Coverage: Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.
- B. Automobile Liability Coverage: Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.
- C. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each party agrees to obtain general liability and public official's liability insurance, if applicable, or maintain a comparable self-insurance program.

Section 12: Miscellaneous

- A. Entirety: This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered hereunder during or in connection with an Emergency, Disaster and/or Civil Emergency. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 12E below.
- B. Other Mutual Aid Agreements: This Agreement is not intended to replace or conflict with - local mutual aid agreements for other emergency response needs such as fire and police or for the other purposes
- C. Severability: If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provision of the Agreement that can be given effect without the invalid provision, and to this end the provisions of the Agreement are severable.
- D. Validity and Enforceability: If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made as part of the Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirement of the limitations, and so modified, this Agreement shall continue in full force and affect.
- E. Amendment: This Agreement may be amended only by the mutual written consent of the Parties.
- F. Governing Law and Venue: The Laws of the State of Texas shall govern this Agreement. In the event of an Emergency or Disaster physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency or Disaster occurred. In the event an Emergency or Disaster physically occurring in more

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

than one county that is a Party thereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

G. Signatories: The PWERT shall be the official repository of original pages of the Parties to this Agreement and will maintain an up-to-date list of those Parties. Each Party will retain a copy of their own originally signed document with an additional individual signature page from their Agency to be filed with the PWERT under this Agreement. *PWERT will maintain contact information from all of the parties and provide for a means of communication whenever there is a need to call for mutual aid. This agreement may be signed in multiple copies, and it is only necessary for the agencies to notify the PWERT and keep them informed of the contact information.*

H. PWERT – the Administrative Agency, managing this agreement, provides for one membership seat for each participating agency and one alternate seat. The primary seat should be held by a Public Works Official or designee. The alternate seat should be held by a member of the jurisdiction of the Emergency Management Division or designee. The jurisdiction is not required to fill the seats, but, it is strongly recommended, in order to receive information and training for emergency response.

EXECUTED this _____ day of _____, 2013

_____, Texas

By: _____
Printed Name: _____
Title: _____



Legislation Details (With Text)

File #:	13-1771	Version:	1	Name:	Consider a resolution to purchase a medical supply and equipment software program from Operative IQ.
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	9/10/2013	In control:		In control:	City Council
On agenda:	9/16/2013	Final action:		Final action:	
Title:	Consider a resolution of the City Council of the City of Sachse, Texas, authorizing the purchase of EMS Technology Solutions, Operative IQ Inventory, Asset, Purchasing and Fleet Management software.				
	Executive Summary EMS Technology Solutions, LLC currently provides Operative IQ Inventory, Asset, Purchasing and Fleet Management software as a service to Ambulance Services, Fire Departments, EMS Agencies, Universities, and Hospitals.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Sachse Fire Update QUOTE - OPERATIVE IQ Operative IQ Resolution				

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, authorizing the purchase of EMS Technology Solutions, Operative IQ Inventory, Asset, Purchasing and Fleet Management software.

Executive Summary

EMS Technology Solutions, LLC currently provides Operative IQ Inventory, Asset, Purchasing and Fleet Management software as a service to Ambulance Services, Fire Departments, EMS Agencies, Universities, and Hospitals.

Background

This software will provide the Fire Department with an effective way to track supplies and equipment in the fire stations including medications, expiration dates, bandaging supplies, ambulance maintenance, Emergency Medical Service equipment on the fire apparatus etc. This software is also linked to our main EMS supplier (Boundtree) and it can be set to automatically order supplies and track trends in usage, which will be useful during the budget process.

Policy Considerations

This software will enhance the EMS Standard Operating Guidelines and can be utilized to track certification expiration dates. This software will become a part of the Fire Department's

policy. This software will be free for the first two years, then will become a budgetary expense.

Budgetary Considerations

This software will be paid for in the first two years by utilizing the Caruth STEMI grant that the Fire Department participated in from 2010-2012 then will become an ongoing expense. The annual cost is under \$2,000.

Staff Recommendations

Approve a resolution of the City Council of the City of Sachse, Texas, authorizing the purchase of EMS Technology Solutions, Operative IQ Inventory, Asset, Purchasing and Fleet Management software.



Operative IQ Quote

Presented to: City of Sachse

Date: 7/18/2013

City of Sachse
3815D Sachse Road
Sachse, TX 75048
(469) 429-4791

Lisa Rainey
EMS Technology Solutions, LLC
3760 Tramore Pointe Pkwy
Austell, GA 30106
(770) 262-5205
lisa@ambutrak.com

EMS Technology Solutions, LLC currently provides Operative IQ Inventory, Asset, Purchasing and Fleet Management software as a service to Ambulance Services, Fire Departments, EMS Agencies, Universities, and Hospitals. This quote is being provided to you based on our assessment of your operational requirements. Additional services and equipment may be quoted at any time.

Signed Agreements can be faxed to 404-424-9401. Attn: Lisa Rainey

We look forward to working with you.

Proposed Products and Services:

Product Name	Quantity	Sales Price	Total Price
Inventory & Asset Management Setup & Training	1.00	\$1,500.00	\$1,500.00
Inventory & Asset Management License (Annual)	5.00	\$360.00	\$1,800.00

This agreement expires if not signed and received within 45 days from the quotation date.

1. **Scope:** EMS Technology Solutions will provide Customer full access to the Operative IQ management software as outlined in the Operative IQ Software as a Service Specifications document. The terms and conditions below represent the terms and conditions under which EMS Technology Solutions will grant licenses to Customer for the use of Operative IQ management software. Unless terminated earlier in accordance with the terms and conditions herein, this Agreement shall begin on the Effective Date and continue until terminated in accordance with Section 12. Thereafter, the Agreement will be extended for an additional Term, unless one Party notifies the other Party in writing of its intention not to extend the Term at least 30 days prior to the end of the then current Term. The initial Term together with any extensions thereof are referred to in the aggregate as "Term."
2. **Grant of Exclusive License:** Subject to the terms and conditions of this Agreement, EMS Technology Solutions hereby grants to Customer an irrevocable license to the Product during the Term (the "License").
3. **Licensing Fee:** The fee and Contract Term for each License shall be as specified on the included Quote, payable as of the respective Term. Setup, training and equipment fees are due upon execution of this agreement. The initial Licensing Fee is due within 30 days following software installation. If this Agreement ends prior to the end of a Contract Term, the licensing fee will be pro-rated to reflect the number of months in the final Term. The number of licenses issued under this Agreement is as specified in the included Quote. Licenses may be increased or decreased without penalty. The minimum Licenses allowable are five.
4. **Equipment:** Customer may purchase equipment including Computers, Barcode Printers, Barcode Scanners, PC Mobile Scanners and Consumables as needed to operate the software at the prices specified on the included quote. Equipment shall be payable at the time of purchase. EMS Technology Solution is an authorized reseller of Getac, Psion Teklogix, Data Logix and Sato devices.
5. **Set Up and Training:** Set up and Training of the Product shall be performed by the EMS Technology Solutions as outlined in the Operative IQ Software as a Service Specifications document at the price specified on the Quote. Training includes online administrator training and assistance with setting up crew members, assets, supply parts, cabinets and units. Onsite training may be provided for a fee of \$1,000 per day, inclusive of travel expense.
6. **Technical Support:** EMS Technology Solutions will provide application hosting as well as database management services for the Products on our high performance application servers. EMS Technology Solutions will provide technical and non technical support as part of the License Fee. Maintenance upgrades to the Products that are relevant to all Customers will be provided at no additional charge.
7. **Data Backup:** Daily backup and storage of Customers data will be provided as part of the License Fee. Access to the data backup can be provided via secure FTP upon request. The access will require Customer to pull the data to their local server as there is no process to push data on a schedule. EMS Technology Solutions may restrict access to transferring these files to non peak hours to avoid any potential service interruptions for other customers. Ownership of the data remains under the jurisdiction of the Customer.
8. **Warranties:** Products licensed by EMS Technology Solutions and Equipment carry only those warranties made for them by their manufacturers. The duration of the warranty shall extend for the length of time set by the manufacturer. There are no other expressed or implied warranties, including any warranty of merchantability or fitness for a particular purpose. EMS Technology Solutions sole obligation and Customers exclusive remedy for breach of any warranty shall be, at EMS Technology Solutions option, to repair or replace the Product. EMS Technology Solutions shall not be liable for punitive, special, proximate, incidental, consequential, or exemplary damages. Notwithstanding this Warranty, Customer shall be responsible for all regular service and maintenance of Products and Equipment. In no event will EMS Technology Solutions be liable for any damages or nonconformity of Products and Equipment to the extent caused either directly or indirectly by Customer or its designated representatives, employees, contractors, or agents.
9. **Force Majeure:** In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the Party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.
10. **Confidentiality:** Neither Party may disclose the terms and conditions of this Agreement to a third party without the prior written consent of the other, except as required by law or as necessary to perform its obligations under this Agreement. Notwithstanding the forgoing. EMS Technology Solutions may use certain Customer information as input data in a database where Customer's identity shall be kept anonymous. Neither party will make any press release or other public announcement regarding this Agreement without the other party's prior written consent except as required under applicable law or by any governmental agency. Customer shall maintain the confidentiality of all source materials and other sensitive information regarding software functionality.

11. Miscellaneous: Both Parties shall comply with all laws, rules, and regulations applicable to this Agreement. All purchases under this Agreement are for Customers "own use" as such term is defined in judicial or legislative interpretation. This Agreement is the entire agreement between the parties with regard to the subject matter of this Agreement. No amendment of the terms of this Agreement will be binding on either party unless reduced to writing and signed by an authorized employee of the party to be bound.

12. Termination: Generally this Agreement shall terminate upon the earlier of (a) 30 days notice given by either Party to the other or (b) the date that the license fee due hereunder is not timely paid, and such non-payment is not cured within 90-days from the due date. Notwithstanding the foregoing, however, each Party reserves the right to terminate the Agreement if: (a) the other Party ceases to function as a going concern in the normal course of business; (b) the other Party commits or suffers any act of bankruptcy or insolvency. If the Agreement for service is terminated for any reason, Customer will be provided access to a backup of their data. EMS Technology Solutions will retain a copy of Customers data for up to one year from date of termination.

13. Relationship of Parties: Each Party is an independent contractor of the other. Neither Party shall be the legal agent of the other for any purpose whatsoever and therefore has no right or authority to make or underwrite any promise, warranty, or representation, to execute any Agreement, or otherwise to assume any obligation or responsibility in the name of or on behalf of the other party, except to the extent specifically authorized in writing by the other Party.

14. Assignment. This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided that no Assignment, sale or other assignment of this Agreement can occur unless either (a) the transfer occurs by way of merger, reorganization, consolidation, amalgamation, or as part of a transfer of all or substantially all of the assigning party's assets, or (b) the non-transferring Party consents to the transfer. In the event of such a transfer, the transferring Party agrees to secure consent from the transferee that it will assume and perform all obligations of the transferring Party under this Agreement. Customer or EMS Technology Solutions shall give the other written notice of any anticipated assignment of the Agreement as soon as administratively practicable after such information may first be made public.

15. Notices: All notices or other communications that are required or permitted hereunder shall be in writing and delivered personally, sent by facsimile (and such facsimile must be promptly confirmed by personal delivery, registered or certified mail or overnight courier as provided herein), sent by nationally-recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, to the addresses first specified hereinabove, or to such other address as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith, to the attention of the Chief Executive Officer.

16. Headings: The headings of this Agreement are for convenience only and shall not affect the meaning of the terms of this Agreement.

17. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

18. Severability: If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of either Party under this Agreement will not be materially and adversely affected thereby such provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by applicable law, each Party hereby waives any provision of law that would render any provision prohibited or unenforceable in any respect.

19. Waiver: The failure of either Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other Party.

20. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Acceptance of Agreement: IN WITNESS WHEREOF, the person signing below represents and warrants that she or he has the authority to bind City of Sachse and execute the terms of this agreement

City of Sachse

Name: _____

Title: _____

Signature: _____

Date: _____

Equipment Price Guide

Please consult with your Operative IQ representative regarding the best equipment options for your operation.

Barcode Scanners:

USB Barcode Scanner with 6' USB cable	\$ 175.00
Bluetooth Wireless Barcode Scanner	\$ 450.00
Psion Teklogix WorkAbout Pro Mobile PC Scanner	\$ 2,475.00
[includes charging dock, spare battery, 3 year manufacturer comprehensive warranty]	

Barcode Printers:

CG400 Series Thermal Transfer Label Printer with USB cable	\$ 525.00
Thermal Media Kit (2,000 labels)	\$ 29.00

Signature Pads

SigLite 1x5, No Backlight	\$ 225.00
SignatureGem 1x5, High Signature Volume, No Backlight	\$ 315.00
SignatureGem 1x5, High Signature Volume, Backlight	\$ 340.00

Rugged Laptops:

Getac V100 Fully Rugged Convertible Notebook - 10.4" Display, 5 Year Warranty

[Intel i7-640UM 1.2GHz Processor, 4MB Cache, 4GB DDR3 RAM, 320GB HDD, 1200 NITs Multi-Touch Display, Mechanical Keyboard, 802.11N Wireless, Bluetooth, 2M WebCam, Hand Strap, PCMCIA Type II+Express Card 54/34, 9 Cell Battery, Low Temp -20C, IP65, WIN7, 5 Year Warranty]

Intel i7, Standard non-backlit Keyboard, No GPS	\$ 2,800.00
Intel i7, Backlit Keyboard, GPS, 2GB RAM	\$ 3,200.00
Intel i7, Backlit, GPS, 2GB RAM, Gobi 2000 w/pass-thru, Fingerprint	\$ 3,600.00

Getac V200 Fully Rugged Convertible Notebook- 12.1" Widescreen Display, 5 Year Warranty

[Intel i7-620LM 2.0GHz Processor, 4MB Cache, 4GB DDR3 RAM, 320GB HDD, 1200 NITs Multi-Touch Display, Mechanical Keyboard, 802.11N Wireless, Bluetooth, 2M WebCam, Hand Strap, PCMCIA Type II+Express Card 54/34, 9 Cell Battery, Low Temp -20C, IP65, WIN7, 5 Year Warranty]

Intel i7, Standard non-backlit Keyboard, No GPS	\$ 3,000.00
Intel i7, Backlit Keyboard, GPS, 4GB RAM	\$ 3,400.00
Intel i7, Backlit, GPS, 4GB RAM, Gobi 2000 w/pass-thru, Fingerprint	\$ 3,800.00

Getac B300 Fully Rugged Notebook - 13.3" QuadraClear Display, 5 Year Warranty

[Intel i5-2520M 2.5GHz Processor, 3MB Cache, 4GB DDR3 RAM, 320GB HDD, Touchscreen Display, Mechanical Backlit Keyboard, SuperMulti DVD, 802.11N Wireless, Bluetooth, PCMCIA Type II+Express Card 54/34, Smart Card, eSATA/USB 3.0 (1x USB + 2x eSATA/USB), Low Temp -29C, Fingerprint, IP65, WIN7, 5 Year Warranty]

Intel i5, 700 NITs Display	\$ 2,700.00
Intel i5, 1400 NITs QuadraClear Display, DVD	\$ 3,400.00
Intel i5, 1400 NITs QuadraClear Display, Gobi, Dual-Pass, DVD, GPS	\$ 4,000.00
Intel i7, 1400 NITs QuadraClear Display, Gobi, Dual-Pass, DVD, GPS	\$ 4,200.00

Getac S400 Semi-Rugged Notebook - 14" Display, 3 Year Warranty

[Intel i5-560M 2.66GHz Processor, 3MB Cache, 4GB DDR3 RAM, 320GB HDD, 700 NITs Multi-Touch Touchscreen Display, Mechanical Backlit Keyboard, SuperMulti DVD, 802.11N Wireless, Bluetooth, PCMCIA Type II+Express Card 54/34, Smart Card, 4-1 Card Reader, TPM, Low Temp -15C, Fingerprint, WIN7 Pro, 3 Year Warranty]

Intel i5, Backlit Keyboard, Bluetooth	\$ 1,800.00
Intel i5, Backlit Keyboard, Bluetooth, Gobi 2000	\$ 2,000.00
Intel i5, Backlit Keyboard, Bluetooth, Gobi 2000, GPS, Pass-thru	\$ 2,200.00

Panasonic H2 Dual Touch Tablet PC, 3 Year Warranty

[Win7, Intel Core i5-2557M 1.70GHz, 10.1inch XGA Dual Touch, 320GB(7200rpm), 4GB, Intel WiFi a/b/g/n, Bluetooth, 2MP Cam, 2D Bar, USB, Serial, LAN, No Drive, Toughbook]

* Rugged Laptop prices, options and accessories may vary based on final configuration. Please request a quote.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AUTHORIZING THE PURCHASE OF EMS TECHNOLOGY SOLUTIONS, OPERATIVE IQ INVENTORY, ASSET, PURCHASING AND FLEET MANAGEMENT SOFTWARE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, funding has been appropriated in the fiscal year 2012-2013 budget by using the Caruth Grant for the purchase of Operative IQ Inventory Management Software.

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

SECTION 1. The City Council does hereby approve purchase of EMS Technology Solutions Operative IQ Inventory, Asset, Purchasing and Fleet Management software utilizing the Caruth Grant for initial funding and authorizes the City Manager to execute any documents necessary to complete this transaction.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the _____ day of _____, 2013.

ATTEST:

APPROVED:

City Secretary

Mike Felix, Mayor



Legislation Details (With Text)

File #:	13-1782	Version:	1	Name:	CD - BUS REGS SOB
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	9/11/2013	In control:		In control:	City Council
On agenda:	9/16/2013	Final action:		Final action:	

Title: Consider an ordinance of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 4, Business Regulations, Section 4-7, Sexually Oriented Businesses, by amending the definition of “nudity” or a “state of nudity” in Subsection D(14).

Executive Summary

This amendment will expand the definition of “nudity or a state of nudity” in the Sexually Oriented Businesses section of the Code of Ordinances.

Sponsors:

Indexes:

Code sections:

Attachments: [CD - BUS REGS SOB - DRAFT ORDINANCE.pdf](#)
[CD - BUS REGS SOB - PRESENTATION.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider an ordinance of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 4, Business Regulations, Section 4-7, Sexually Oriented Businesses, by amending the definition of “nudity” or a “state of nudity” in Subsection D(14).

Executive Summary

This amendment will expand the definition of “nudity or a state of nudity” in the Sexually Oriented Businesses section of the Code of Ordinances.

Background

Recent events in establishments elsewhere in the Metroplex have caused the City to examine current definition “nudity or a state of nudity”. The purpose of this amendment is to expand the definition of “nudity or a state of nudity” in the Sexually Oriented Businesses section of the Code of Ordinances.

The existing definition is listed below:

Nudity or a state of nudity means the appearance of human bare buttocks, anus, male genitals, female genitals, or areola of the female breast.

The proposed amended definition is listed below:

Nudity or a *state of nudity* means the showing of the human male or female genitals, pubic area, vulva, anus, anal cleft or cleavage with less than a fully opaque, meaning nontranslucent, covering, the showing of the female breast with less than a fully opaque covering of any part of the nipple or areola, or the showing of the covered male genitals in a discernibly aroused state. For purposes of this definition, body paint, body dyes, tattoos, liquid latex, whether wet or dried, and other similar substances shall not be considered an opaque covering.

Policy Considerations

The expanded definition would replace the current definition in Chapter 4, Business Regulations, Section 4-7, Subsection D(14) of the Code of Ordinances.

Budgetary Considerations

None.

Staff Recommendations

Staff recommends approval of an ordinance of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 4, Business Regulations, Section 4-7, Sexually Oriented Businesses, by amending the definition of “nudity” or a “state of nudity” in Subsection D(14).

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 4, BUSINESS REGULATIONS, SECTION 4-7, SEXUALLY ORIENTED BUSINESSES, BY AMENDING THE DEFINITION OF “NUDITY” OR A “STATE OF NUDITY” IN SUBSECTION D(14); PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF 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 Code of Ordinances of the City of Sachse, Texas, be and the same is hereby amended by amending Chapter 4, Business Regulations, Section 4-7, Sexually Oriented Businesses, in part, by amending the definition of “nudity or state of nudity” in Subsection D(14), to read as follows:

“CHAPTER 4 - BUSINESS REGULATIONS

Sec. 4-7. Sexually-oriented businesses.

...

D. *Definitions.* In this section the following words and terms shall be interpreted as follows (unless the context indicates a different meaning):

....

(14) *Nudity* or a *state of nudity* means the showing of the human male or female genitals, pubic area, vulva, anus, anal cleft or cleavage with less than a fully opaque, meaning nontranslucent, covering, the showing of the female breast with less than a fully opaque covering of any part of the nipple or areola, or the showing of the covered male genitals in a discernibly aroused state. For purposes of this definition, body paint, body dyes, tattoos, liquid latex, whether wet or dried, and other similar substances shall not be considered an opaque covering.

....”

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

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

APPROVED:

Mike Felix
Mayor

DULY ENROLLED:

Terry Smith
City Secretary

APPROVED AS TO FORM:



Peter G. Smith, City Attorney
(PGS:9-10-13:TM 61791)



CITY COUNCIL

SEPTEMBER 16, 2013

REQUEST

Consider an ordinance of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 4, Business Regulations, Section 4-7, Sexually Oriented Businesses, by amending the definition of “nudity” or a “state of nudity” in Subsection D(14).



POLICY CONSIDERATIONS

EXISTING DEFINITION VS. PROPOSED

EXISTING

Nudity or a *state of nudity* means the appearance of human bare buttocks, anus, male genitals, female genitals, or areola of the female breast.

PROPOSED

Nudity or a *state of nudity* means the showing of the human male or female genitals, pubic area, vulva, anus, anal cleft or cleavage with less than a fully opaque, meaning nontranslucent, covering, the showing of the female breast with less than a fully opaque covering of any part of the nipple or areola, or the showing of the covered male genitals in a discernibly aroused state. For purposes of this definition, body paint, body dyes, tattoos, liquid latex, whether wet or dried, and other similar substances shall not be considered an opaque covering



STAFF RECOMMENDATION

Staff recommends approval of an ordinance of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 4, Business Regulations, Section 4-7, Sexually Oriented Businesses, by amending the definition of “nudity” or a “state of nudity” in Subsection D(14).





Legislation Details (With Text)

File #:	13-1770	Version:	1	Name:	Discuss and consider a resolution to the City Council to rename Park Lake Park after the late David B. Sanford
Type:	Agenda Item	Status:			Agenda Ready
File created:	9/10/2013	In control:			Parks and Recreation Commission
On agenda:	9/16/2013	Final action:			
Title:	Consider a resolution of the City Council of the City of Sachse, Texas, in recognition and appreciation of David B. Sanford's civic and community services, hereby authorizes the re-naming of Park Lake Park.				
	Executive Summary This item is to discuss and consider a request submitted to the City Council for the renaming of Park Lake Park after Mr. David B. Sanford in honor of the late David Sanford.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	parks Namingofpublicfacilities2007.pdf parks sanford park email.pdf 51SACHSE Resolution Approving Renaming of Park to David Sanford Park62264				

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, in recognition and appreciation of David B. Sanford's civic and community services, hereby authorizes the re-naming of Park Lake Park.

Executive Summary

This item is to discuss and consider a request submitted to the City Council for the renaming of Park Lake Park after Mr. David B. Sanford in honor of the late David Sanford.

Background

On November 7, 2011, City Council approved Resolution No. 3336, a policy establishing guidelines for the naming of public facilities, including parks and recreation facilities and other properties managed by the Sachse Parks and Recreation Department. An application for renaming Park Lake Park was approved by the Sachse Parks and Recreation Commission at the August 15, 2013 meeting. The City Council has the final decision on renaming Park Lake Park in honor of the late David Sanford. Mr. Sanford was a resident of Sachse for 12 years and during that time was very active in the community, especially with Park Lake Park. He worked to get Park Lake Park included in the Adopt-a-Spot program initiated by the Parks and Recreation Department. Mr. Sanford formed Park Lake Partners, which was a group of citizens interested in the beautification and cleanliness of Park Lake Park. He raised \$710.61

and donated it to the Sachse Parks and Recreation Department to help supplement the landscape materials around the park. He was instrumental in working with the City to get a security light installed, a playground cover installed, obtaining trash cans for the walking trail, painted distance markers around the trail, and helped with pruning and landscaping of trees, shrubbery, and plantings in and around the park area.

Policy Considerations

Resolution No. 3336 allows for the naming of city public facilities, including parks and recreation facilities, as stated in Guideline IV. "...Significant contributions by individuals will be those that constitute more than 50% (or a major portion) of the total cost of a project, or that consist of outstanding public service of great duration and/or diligence to the community, in particular, the development of the parks and recreation system, ..."

Budgetary Considerations

N/A

Staff Recommendations

Approval of a resolution of the City Council of the City of Sachse, Texas, in recognition and appreciation of David B. Sanford's civic and community services, hereby authorizes the re-naming of Park Lake Park.

CITY OF SACHSE NAMING OF PUBLIC FACILITIES

Purpose:

This policy serves as a guide for the naming of park and recreation facilities and other properties managed by the Parks and Recreation Department. It is intended to guide the Parks and Recreation Board in their preparation of a name for consideration by the Sachse City Council. The Parks and Recreation Board will follow these guidelines in order to bring consistency to their evaluation of names. City Council has the final decision on naming of parks and recreation facilities and can overrule any name recommended by the Board.

Guidelines:

- I. Parks and recreation facilities and other properties operated by the Parks and Recreation Department shall be named under the following guidelines:
 - A. For geographical or physical features;
 - B. For historical features/events; or,
 - C. For individuals or organizations who have made significant contributions of property, money, or services to the Parks and Recreation Department or other city departments.
- II. Geographical and physical features will include those naturally occurring, such as creeks and forested areas.
- III. Historical features will include names attached to early residents and events that were of significance to the area's development.
- IV. Significant contributions by individuals will be those that constitute more than 50% (or a major portion) of the total cost of a project, or that consist of outstanding public service of great duration and/or diligence to the community, in particular, the development of the parks and recreation system, and where City Council so approves. Contributions by individuals that do not meet the criteria established above, but that are nevertheless of major proportions will be recognized in a manner suitable to the particular facility and recommended by City Council.
- V. Naming of parks after a person(s) can be made posthumously or after a living person. If named after a living person, a background check shall be conducted to insure no improprieties have been committed.

Rescinding Name:

The Board may recommend to the Sachse City Council the rescinding of a name granted to a park if:

- I. The park is named after an individual who has been found guilty for any criminal act that discredits the name of the individual or organization or imposes an unfavorable image on the City.
- II. The name of a park is found to be offensive in anyway to a class of citizens or an organization.

Procedure:

Person or persons requesting the naming of a park or recreation facility shall do so in writing to the Parks and Recreation Director. The Parks and Recreation Director will review the recommendation as to the merits of this policy. The applicant's recommendation and the director's review will be placed on the next available Parks and Recreation Board agenda. The Board will have the right to ask for any follow-up research or support of the proposal. All follow-up information will be prepared by a staff report to the Board. The Board will vote on the proposal with majority rule.

Action:

If the Board approves the proposed name, the recommendation will be forwarded by staff to the Sachse City Council with the recommendation of the Parks and Recreation Board. If the Board denies the proposal, the proponent may appeal the decision of the Board by requesting that the proposal be placed on the next available City Council agenda. In this case, the proposal will be forwarded to the City Council with recommendation from the Board for denial.

From: Lynn Cary [<mailto:lynndyan@yahoo.com>]
Sent: Wednesday, July 24, 2013 5:09 PM
To: Lance Whitworth
Subject: Request for renaming Park Lake Park

Dear Mr. Whitworth,

My name is Lynn Cary and I am David Sanford's daughter. If you are not familiar with his name, Dad was a Sachse community activist, founder, former Board Secretary and past president of Park Lake Partners Inc. I am writing you because since Dad's passing in June, I have been thinking of a fitting way to pay tribute to him. Dad loved Park Lake Park so much. During his twelve years in Sachse, there wasn't a day that went by that he did not walk to the park and pick up trash, or feed the ducks. He loved being involved and he loved his community. At his memorial at the Sachse Senior Center, I spoke with Cullen King, Mike Felix, and Billy George about what steps need to be taken to get Park Lakes Park named after him. Mr. George sent me information that stated that I should send you a letter enumerating his "outstanding public service of great duration and/or diligence to the community, in particular, the development of the parks and recreation system."

Below is a list of just a few of his contributions:

1. Adopted Park Lake Park as part of the Adopt a Spot program and formed Park Lake Partners as a result.
2. Beginning in August 2006, he organized National Night Out in Park Lake Estates and continued for the following 2 yrs. This included getting sponsors and contributions to make the event successful. He also used it as a fundraiser for Park Lakes to get additional trees and plants to beautify the area.
3. Volunteered for Sachse Shares, helping with the clean-up of yards and homes of citizens that needed assistance or could not do it themselves.
4. Volunteered for FallFest Committees (got donations, worked tables, assisted with parking).
5. Restored Peachtree Estates sign. Organized the effort by sending letters to the neighbors to get volunteers and got donations.
6. Got Park Lake Partners involved with Sachse Chamber of Commerce yard renovation project.
7. Placed flags at on the graves of veterans at 2 Sachse cemeteries for Memorial Day, Flag Day, and Veteran's Day.
8. Picked up trash, planted flowers and shrubs, maintained the flower beds, pruned sucker growth on trees and shrubs, painted various parks facilities, raised funds to improve the landscape of Park Lake and general park beautification, walked the area, made sure that the fountain was in working order (called those responsible if it was not), fed the ducks. In general, made it his mission to make sure that it was beautiful for the 12 years he lived there.
9. Designed Veteran's Memorial at City Hall and organized the ceremony.
10. In September 2006, he sold tee shirts for Park Lake Parks as a fundraiser.
11. Organized Memorial Day and Veterans' Day ceremonies.
12. In 2005, got new trash cans for the park.
13. Painted trash cans and provided a brick base for a second trash can.
14. In May 2006, got the bridge and guardrail painted in park.
15. Pruned trees and shrubs at the intersection of Trailridge Drive and Miles Road since they were a safety hazard for drivers.
16. Removed steel stakes and guy wires from 30 trees and shrubs at park. Guy wires were cutting into trees and shrubs and the steel stakes were a safety hazard for children.
17. Campaigned to get security lights at the park.
18. Instigator for the playground and playground cover construction.
19. In 2006, he painted a distance marker on the sidewalk at the park for walkers and joggers (measured ¼ mile).

As I look through photos of Dad, in every photo of him at the Park, no matter what he was he was doing, he had a huge smile. It was his joy. In his words, "Sachse is a great place to live with friendly people and good neighbors." It was his home and he enjoyed making it a better place. I know that having the Park named after him would make him smile.

Please consider renaming Park Lakes Park the David B. Sanford Memorial Park for all of his efforts. Let me know what further steps I need to make to accomplish this. I can be reached at 703-455-6464 or lynndyan@yahoo.com. I hope to hear from you soon.

Thanks for your consideration,

Lynn D. Cary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, IN RECOGNITION AND APPRECIATION OF DAVID B. SANFORD'S CIVIC AND COMMUNITY SERVICES, HEREBY AUTHORIZES THE RE-NAMING OF PARK LAKE PARK; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sachse, Texas, adopted Resolution No. 3336 allowing for the naming of public facilities, including Parks and Recreation facilities, as stated in Guideline IV. "...contributions by individuals of outstanding public service of great duration and/or diligence to the community, in particular, the development of the parks and recreation system..."; and

WHEREAS, Mr. David B. Sanford ("Mr. Sanford") was a resident for 12 years and, during that time, was very active in the community, in forming an organization called Park Lake Partners, and participating in the Adopt-a-Spot program by adopting Park Lake Park; and

WHEREAS, Mr. Sanford was instrumental in working with the Parks and Recreation Department in maintenance of the park, by picking up trash daily, coordinating volunteers to assist in planting trees and shrubs, personally monitoring the day to day activities and reporting issues to the Parks and Recreation Department and had a genuine appreciation for Park Lake Park; and

WHEREAS, the Parks and Recreation Board voted unanimously to rename Park Lake Park after Mr. Sanford on August 15, 2013.

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

SECTION 1. That the City Council does hereby approve the renaming of Park Lake Park to David B. Sanford Memorial Park in honor of Mr. David B. Sanford for his desire and dedication to the beautification of the City of Sachse parks system and his personal commitment to Park Lake Park for the entire 12 years that he was a resident of the City of Sachse.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the _____ day of _____, 2013.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary



Legislation Details (With Text)

File #:	13-1793	Version:	1	Name:	Line of Succession
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	9/13/2013	In control:		In control:	City Council
On agenda:	9/16/2013	Final action:		Final action:	
Title:	Discuss the Mayor, City Manager and Emergency Management lines of succession included in the City of Sachse Emergency Management Plan.				

Executive Summary

Discuss the lines of succession included in the City of Sachse Emergency Management Plan to include modifying them prior to adopting an amended Plan.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Discuss the Mayor, City Manager and Emergency Management lines of succession included in the City of Sachse Emergency Management Plan.

Executive Summary

Discuss the lines of succession included in the City of Sachse Emergency Management Plan to include modifying them prior to adopting an amended Plan.

Background

The City of Sachse Emergency Management Plan, Section VII.C. Line of Succession stipulates lines of succession for the Mayor, City Manager, and Emergency Management Coordinator. The section is reproduced below.

C. Line of Succession

1. The line of succession for the Mayor is:
 - a. Mayor
 - b. Mayor Pro Tem
2. The line of succession for the City Manager is:
 - a. City Manager
 - b. Director of Finance
 - c. ???
3. The line of succession for the Emergency Management Coordinator is:

- a. Emergency Management Coordinator
- b. Fire Chief
- c. Police Chief

4. The lines of succession for each of our department and agency heads shall be in accordance with the SOPs established by those departments and agencies.

The City Council will have an opportunity to discuss adding to the Mayor's line of succession. The Council may want to consider adding depth to the line by either seniority on Council or by Council place number.

The City Manager line of succession may be amended to include a 3rd level of depth as well.

Policy Considerations

The City of Sachse Emergency Management Plan Line of Succession section stipulates who will fill certain rolls during an emergency when the primary party is not available. Adding depth in the lines can decrease uncertainty during an emergency.

Budgetary Considerations

No budgetary impact is anticipated.

Staff Recommendations

Staff recommends that the City Council provide direction on adding depths to the lines of succession included in the City of Sachse Emergency Management Plan.



Legislation Details (With Text)

File #:	13-1792	Version:	1	Name:	2013 CM Review Form Discussion
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	9/13/2013	In control:		In control:	City Council
On agenda:	9/16/2013	Final action:		Final action:	
Title:	Discuss the employee evaluation form and format that the City Council currently uses to evaluate the City Manager.				
	Executive Summary				
	The City Council will have the opportunity to review the existing employee evaluation form and format in use for the City Manager. Several alternative formats will be provided to the City Council for use in this discussion.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CM Review - Existing Format.pdf				
	CM Review - Examples.pdf				
	CM Review - Alt A - Format.pdf				
	CM Review - Alt B - Format - Questions.pdf				
	CM Review - Alt C - Format - Questions.pdf				

Date	Ver.	Action By	Action	Result
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Title

Discuss the employee evaluation form and format that the City Council currently uses to evaluate the City Manager.

Executive Summary

The City Council will have the opportunity to review the existing employee evaluation form and format in use for the City Manager. Several alternative formats will be provided to the City Council for use in this discussion.

Background

During a previous employee evaluation of the City Manager, some on the City Council expressed a desire to consider a new review form for evaluating performance. Staff researched several examples and reviewed them. The cities of Allen, Plano, Coppell, Wylie, Sherman and Rockwall review forms were obtained and are attached to this agenda item for reference.

Staff reviewed the different forms and created three alternatives (in addition to the existing employee evaluation form). The City Council may choose to include them in their discussion.

Items attached to this agenda item include the following.

CM Review - **Existing** Format.pdf: Includes the existing employee evaluation form in use for the City Manager's performance review.

CM Review - **Alt A** - Format.pdf: Includes the existing employee evaluation questions with a new score sheet.

CM Review - **Alt B** - Format - Questions.pdf: Includes an alternative employee evaluation form.

CM Review - **Alt C** - Format - Questions.pdf: Includes an alternative employee evaluation form.

CM Review - **Examples**.pdf: Includes employee evaluation forms in use for the cities of Allen, Plano, Coppell, Wylie, Sherman and Rockwall.

Policy Considerations

The City Council reviews performance annual and at other times directed by the City Council. The City's current practice is to evaluate the City Manager twice a year.

Budgetary Considerations

None.

Staff Recommendations

Provide direction to the Human Resources Manager and City Manager on the employee performance evaluation form and format.



CITY MANAGER PERFORMANCE ASSESSMENT AND DEVELOPMENT FORM INSTRUCTIONS

Purpose

In order to establish and maintain effective relationships between the City Manager, Mayor and City Council, it is essential the Council establish an ongoing evaluation process that offers the opportunity for each party to review the performance of the City Manager. This evaluation should focus on how effectively the Manager is accomplishing the goals established by the Council and how he is carrying out his responsibilities in key performance areas.

Specifically, the evaluation shall serve the following needs:

- ➔ It will allow the City Manager and Council to test, identify and refine their respective roles, relationships, expectations of and responsibilities to each other.
- ➔ It allows the discussion of the City Manager's strengths and weaknesses as demonstrated by past performance, with the objective of increasing the Manager's effectiveness; that is, it gives the Council the opportunity to provide positive feedback in areas that have been handled well and to clarify areas where the Manager could become more effective through improved performance.

Process

- ➔ Two weeks before the evaluation is scheduled, the City Manager will provide each Council Member with a copy of the evaluation form.
- ➔ The Mayor, City Council and City Manager will meet in Executive Session to review the evaluations and share their observations. A special meeting will be called solely for the purposes of conducting the performance evaluation for the City Manager. (The meeting will be in Executive Session unless the City Manager requests such evaluation to be done in an Open Session, pursuant to Section 551.074 of the Government code).
- ➔ The Mayor establishes the operating ground rules for the session.
- ➔ The Performance Evaluation Format will be reviewed and evaluated annually.

Instructions

Attached is the evaluation form for the City Manager. It encompasses three primary areas: (1) evaluation of key performance areas; (2) goal accomplishments as well as establishing future goals; and (3) general strengths and areas for improvement.

The rating system for key performance areas is outlined below:

- | | |
|-------------------------|--|
| 1= Unsatisfactory: | Performance is consistently unacceptable |
| 2= Needs Improvement: | Performance is consistently below expectations and significant problems exist |
| 3= Satisfactory: | Performance meets expectations and there is no significant problem |
| 4= Exceeds Expectations | Performance indicates increased proficiency and is consistently above expectations |
| 5= Outstanding | Performance is consistent and superior to that which is normally expected |

A space to the right of each performance area has been included for individual comments. Each person preparing the form is encouraged to select specific examples of why, overall, they have chosen a particular rating. The comments included should give the City Manager enough information to correct the problem areas and allow him to place specific items on his work plan for the next year. Additionally, it will also provide a specific basis for discussion in the evaluation session.



CITY MANAGER PERFORMANCE ASSESSMENT AND DEVELOPMENT FORM

GENERAL INFORMATION

NAME				
TIME IN CURRENT JOB		PERIOD OF REVIEW FROM TO		
PERFORMANCE RATINGS				
1= Unsatisfactory	2= Needs Improvement	3= Satisfactory	4= Exceeds Expectations	5= Outstanding

A. OBJECTIVES AND EXPECTATIONS

These objectives and expectations were set at the end of the last assessment period.

OBJECTIVES AND EXPECTATIONS FOR ASSESSMENT PERIOD	PERFORMANCE RATING (Check the appropriate box)					COMMENTS
	1	2	3	4	5	
1.)	☐	☐	☐	☐	☐	
2.)	☐	☐	☐	☐	☐	
3.)	☐	☐	☐	☐	☐	

B. EFFECTIVE RELATIONSHIPS

EFFECTIVE RELATIONSHIPS WITH THE MAYOR AND CITY COUNCIL	PERFORMANCE RATING (Check the appropriate box)					COMMENTS
	1	2	3	4	5	
4) Carries out the directives of the Council as a whole rather than the directives of individual Council Member(s).	☐	☐	☐	☐	☐	
5) Assists the Council in resolving problems at the administrative level to avoid unnecessary Council action.	☐	☐	☐	☐	☐	
6) Assists the Council in establishing policy while acknowledging the ultimate authority of the Council.	☐	☐	☐	☐	☐	
7) Informs the Council of administrative developments.	☐	☐	☐	☐	☐	
8) Is receptive to constructive criticism and advice.	☐	☐	☐	☐	☐	
9) Responds to Council Members requests/inquiries in a timely manner.	☐	☐	☐	☐	☐	

EFFECTIVE RELATIONSHIPS WITH THE COMMUNITY	PERFORMANCE RATING (Check the appropriate box)					COMMENTS
	1	2	3	4	5	
10) Accommodates complaints from citizens.	☐	☐	☐	☐	☐	
11) Is dedicated to the community and its citizens.	☐	☐	☐	☐	☐	
12) Is skillful with the news media – avoiding political positions and partisanship.	☐	☐	☐	☐	☐	
13) Has the capacity to listen to others and to recognize their interests – works well with others.	☐	☐	☐	☐	☐	
14) Is willing to meet with members of the community and discuss their concerns.	☐	☐	☐	☐	☐	
15) Provides effective assistance for industrial/commercial development.	☐	☐	☐	☐	☐	
16) Cooperates with other governmental units.	☐	☐	☐	☐	☐	
17) Takes an appropriate part in community activities.	☐	☐	☐	☐	☐	

EFFECTIVE RELATIONSHIPS WITH EMPLOYEES					
(Check the appropriate box)					
	1	2	3	4	5
18) Recruits and retains competent personnel for City positions.	☐	☐	☐	☐	☐
19) Is accurately informed and concerned about employee insurance, fringe benefits, promotions and pensions.	☐	☐	☐	☐	☐
20) Impartially deals with personnel matters.	☐	☐	☐	☐	☐
21) Encourages Department Heads to make decisions within their own jurisdiction without his approval, yet maintains general control of administrative operations.	☐	☐	☐	☐	☐
22) Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs.	☐	☐	☐	☐	☐
23) Has sufficient knowledge of departmental structure, activities and problems to assist in evaluating alternatives.	☐	☐	☐	☐	☐
24) Is available when needed.	☐	☐	☐	☐	☐
25) Has developed a friendly and informal relationship with the work force as a whole, yet maintains the professionalism of the City Manager's office.	☐	☐	☐	☐	☐
26) Evaluates personnel periodically and points out staff weaknesses and strengths.	☐	☐	☐	☐	☐
27) Makes difficult decisions – quickly, if necessary.	☐	☐	☐	☐	☐

C. PROFESSIONALISM

PROFESSIONALISM					
PERFORMANCE RATING (Check the appropriate box)					
	1	2	3	4	5
28) Approaches problems/programs in analytical and systematic ways.	☐	☐	☐	☐	☐
29) Selects appropriate priorities and avoids organizational inefficiency by trying to do too many things at once.	☐	☐	☐	☐	☐
30) Adapts language and communication styles to suit different audiences and occasions.	☐	☐	☐	☐	☐
31) Effectively summarizes discussions and brings them to conclusion.	☐	☐	☐	☐	☐
32) Is knowledgeable of current developments affecting the municipal management field.	☐	☐	☐	☐	☐
33) Anticipates problems and develops effective approaches for solving them.	☐	☐	☐	☐	☐
34) Is willing to try new ideas proposed by Council Members or	☐	☐	☐	☐	☐

staff.						
35) Exhibits the technical skills necessary for competence in local government, especially financial planning and control, administrative analysis, program direction and planning.	☐	☐	☐	☐	☐	☐
36) Effectively represents the City in negotiations with other parties.	☐	☐	☐	☐	☐	☐

D. POLICY EXECUTION

POLICY EXECUTION	PERFORMANCE RATING (Check the appropriate box)					COMMENTS
	1	2	3	4	5	
37) Implements Council action in accordance with the intent of the Council.	☐	☐	☐	☐	☐	
38) Supports the actions of the Council after a decision has been reached.	☐	☐	☐	☐	☐	
39) Keeps programs/projects moving.	☐	☐	☐	☐	☐	
40) Enforces City policies.	☐	☐	☐	☐	☐	

E. INTEGRITY

INTEGRITY	PERFORMANCE RATING (Check the appropriate box)					COMMENTS
	1	2	3	4	5	
41) Conducts professional relationships and activities in accordance with the ICMA and TCMA Code of Ethics (copies attached).	☐	☐	☐	☐	☐	
42) Demonstrates fairness, honesty, ethical and legal awareness in personal and professional relationships and activities.	☐	☐	☐	☐	☐	
43) Fosters ethical behavior through personal example, management practices, and interaction with business partners and the community.	☐	☐	☐	☐	☐	
44) Demonstrates accountability for personal actions.	☐	☐	☐	☐	☐	

F. REPORTING AND FISCAL MANAGEMENT

REPORTING AND FISCAL MANAGEMENT	PERFORMANCE RATING (Check the appropriate box)					COMMENTS
	1	2	3	4	5	
45) Provides the Council with reports concerning matters of importance to the City.	☐	☐	☐	☐	☐	
46) Reports are accurate and comprehensive.	☐	☐	☐	☐	☐	
47) Prepares a sound agenda which prevents trivial, administrative matters from being reviewed by the Council.	☐	☐	☐	☐	☐	
48) Proposes a balanced budget to provide services at a level intended by the Council.	☐	☐	☐	☐	☐	
49) Follows the Texas Uniform Budget laws in the preparation of the City budget.	☐	☐	☐	☐	☐	
50) Suggests appropriate use of available funds and is conscious of the need to operate the City efficiently and effectively.	☐	☐	☐	☐	☐	
51) The proposed budget is in an intelligible format.	☐	☐	☐	☐	☐	

G. INTERPERSONAL EFFECTIVENESS

INTERPERSONAL EFFECTIVENESS	PERFORMANCE RATING (Check the appropriate box)					COMMENTS
	1	2	3	4	5	
52) Invests sufficient efforts towards being diligent and thorough in the discharge of duties.	☐	☐	☐	☐	☐	
53) Self-confidence, composure, presentation, and attitude are appropriate in this position.	☐	☐	☐	☐	☐	
54) Makes timely response to inquiries and requests.	☐	☐	☐	☐	☐	
55) Works well with and maintains an effective relationship with direct reports of the City Council.	☐	☐	☐	☐	☐	
TOTAL SCORE FOR EACH PERFORMANCE RATING						
OVERALL PERFORMANCE RATING SCORE (Combined total of each column)						
# OF FACTORS (Including Objective & Expectations)						
TOTAL SCORE (Overall score divided by the # of factors)						

STRENGTHS AND AREAS OF IMPROVEMENT

Employee's greatest job-related strengths	
Area(s) where employee could improve performance	

OBJECTIVES AND EXPECTATIONS FOR THE NEXT YEAR

OBJECTIVES AND EXPECTATIONS FOR NEXT ASSESSMENT PERIOD

(The following objectives and expectations will be accomplished in the coming year. These objectives will correspond with the overall Goals and Objectives of the Department and City.)

1.)	
2.)	
3.)	

MAYOR/COUNCIL MEMBER COMMENTS

SIGNATURE	Date:

CITY MANAGER'S COMMENTS

City Manager's Signature:	Date:

GEORGE OLSON, CITY MANAGER
2013 Evaluation of Job Performance

Legend:
1 = Unacceptable/Rarely
2 = Needs Improvement/Sometimes
3 = Satisfactory
4 = Very Good/Usually
5 = Excellent/Always

ADMINISTRATION

Managing Human Resources

Developing and Evaluating Subordinates

Affirmative Action Compliance

Developing Coordination among Subordinates

Developing Equitable Personnel System

Comments 1.

Managing Financial Resources

Budget Planning and Preparation

Budget Execution and Fiscal Soundness

Concern with Productivity

Cost Effective Manpower Utilization

Comments 1.

Managing Work Systems and Operations

Ability to Conceptualize Needs of Organization

Ability to Organize Programs to Increase Efficiency and Effectiveness

Long-term Organizational Planning

Delivery of Services to the Citizens

Comments 1.

Managing Information

Concise and Understandable Written Reports

Effective Public Contact

Agenda Preparation

Verbal Presentations

Comments 1.

COMMUNITY RELATIONS

Accessible

Participates in Community Activities

Effective Listener

Promotes Credibility

Comments 1.

COUNCIL RELATIONS	
Accessible	
Communication	
Equity	
Effective Listener	
Comments	1.
PROFESSIONALISM	
<i>Professional Conduct</i>	
Execution of Council Goals and Objectives	
Liaison with Other Agencies	
News Media Relations	
Adherence to High Ethical Standards	
Commitment to Goals of Profession	
OVERALL EVALUATION OF CITY MANAGER'S PERFORMANCE DURING PAST YEAR	
Comments	1.

Name	
Title	
Date Signed	

Legend: 1 = Unacceptable/Rarely
2 = Needs Improvement/Sometimes
3 = Satisfactory
4 = Very Good/Usually
5 = Excellent/Always

Legend: 1 = Unacceptable/Rarely
2 = Needs Improvement/Sometimes
3 = Satisfactory
4 = Very Good/Usually
5 = Excellent/Always

Participates in Community Activities								#DIV/0!
Effective Listener								#DIV/0!
Promotes Credibility								#DIV/0!
Comments								
Accessible (Council Relations)								#DIV/0!
Communication								#DIV/0!
Equity								#DIV/0!
Effective Listener								#DIV/0!
Comments								
Execution of Council Goals and Objectives								#DIV/0!
Liaison with Other Agencies								#DIV/0!
News Media Relations								#DIV/0!
Adherence to High Ethical Standards								#DIV/0!
Commitment to Goals of Profession								#DIV/0!
Comments								



PERFORMANCE EVALUATION: Mindy Manson, City Manager

Date of Review: January __, 20__

Time Period of Review: Annual

Directions

The purpose of this list of competencies is to provide a common reference from which the Mayor and the City Council have rated the City Manager's job performance for the given year. A set of indicators should not be interpreted to represent all possible behavior for a specific area of responsibilities, but rather as key examples of expected behaviors.

This evaluation is the cumulative feedback of all seven City Council members.

Rating Scale

Outstanding: Performance in a competency is consistent and superior to that which is normally expected.

Excellent: Performance in a competency indicates increased proficiency and is consistently above expectations.

Satisfactory: Performance in a competency meets expectations and there is no significant problem.

Needs Improvement: Performance in a competency is consistently below expectations and problems exist.

Unsatisfactory: Performance in a competency is consistently unacceptable.

1. Directs City-wide operations and assists the management team with daily departmental management issues. Coordinates management team activities to accomplish goals and objectives as set by the City Council.

✕ Reflects ability to recruit and retain competent staff.

___ Outstanding ___ Excellent ___ Satisfactory ___ Needs Improvement ___ Unsatisfactory

Comments:

✕ Creates and inspires a leadership climate providing challenges and motivating employees to high performance.

___ Outstanding ___ Excellent ___ Satisfactory ___ Needs Improvement ___ Unsatisfactory

Comments:

Maintains personal accessibility to the management team and all City of Wylie employees.

___ Outstanding ___ Excellent ___ Satisfactory ___ Needs Improvement ___ Unsatisfactory

Comments:

Creates opportunities for employees to progress within the organization. Promotes tenure and openly displays appreciation and encouragement to staff members.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

✧ Maintains a visionary, long-term mindset for the success of the City of Wylie as a whole. Openly solicits and accepts ideas from City staff.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

Demonstrates competence in recognizing organizational priorities.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

Accomplishes City objectives in an effective manner.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

2. Advises City Council on municipal affairs and develops policy recommendations for Council approval.

✧ Maintains personal accessibility to Council Members.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

✧ Reflects knowledge of organizational structure and operations.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

Ensures that all city ordinances are effectively enforced.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

✓ Keeps informed of changes in State law and regulations and their effect on City government, and advises Council of it.

___ Outstanding ___ Excellent ___ Satisfactory ___ Needs Improvement ___ Unsatisfactory

Comments:

✗ Demonstrates effectiveness in identifying major policy issues.

___ Outstanding ___ Excellent ___ Satisfactory ___ Needs Improvement ___ Unsatisfactory

Comments:

3. Prepares for and attends all City Council meetings, except as otherwise excused due to conflicts.

✗ Exercises effective participation at Council Meetings.

___ Outstanding ___ Excellent ___ Satisfactory ___ Needs Improvement ___ Unsatisfactory

Comments:

✗ Maintains appropriate role in policy decisions.

___ Outstanding ___ Excellent ___ Satisfactory ___ Needs Improvement ___ Unsatisfactory

Comments:

✗ Performs well under pressure - including certain unstructured situations.

___ Outstanding ___ Excellent ___ Satisfactory ___ Needs Improvement ___ Unsatisfactory

Comments:

✗ Effectively prepares and accepts items for inclusion in the official agenda for all City Council meetings.

___ Outstanding ___ Excellent ___ Satisfactory ___ Needs Improvement ___ Unsatisfactory

Comments:

Organizes materials for presentation to Council in a clear and concise manner.

___ Outstanding ___ Excellent ___ Satisfactory ___ Needs Improvement ___ Unsatisfactory

Comments:

Demonstrates effective verbal and written communication skills with Council members.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

4. Develops and implements budget recommendations, as well as oversees the execution of City goals and objectives as outlined in the Capital Improvement Plan and Annual Budget.

* Presents a budget that meets the needs of the City and is a sound financial plan.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

* Manages City within adopted budget policies and expectations.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

* Maintains an effective system of reporting current plans and activities to the Council.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

5. Meets with developers, contractors or other government agencies to assist in the execution of City goals and objectives. Meets with citizens and answers questions regarding City policies and issues.

* Develops and maintains effective relationships with Federal, State, and Local government representatives and citizen groups.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

Maintains an effective public relations program with local cities and media.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

Maintains an effective public relations program with citizens.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

Meets with public utilities and service providers to negotiate franchise and other agreements.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

6. Performs other duties.

Acts in a civil, respectful manner at all times to management, co-workers and others.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

Maintains physical condition appropriate to the requirements of the City Manager position.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

Works additional hours outside of normal business hours as needed, including attending Council meetings, Board meetings, community events and other similar occasions.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

Ⓐ Performs as a responsible steward of the public trust and strives for excellence in public service, enhancing the quality of life for all.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

CITY MANAGER GOALS AND OBJECTIVES FOR 2010:

-
-
-

ADDITIONAL COMMENTS/RECOMMENDATIONS:

Strengths –

A listing of qualities and skills which the employee exhibits on a regular basis.

Areas of Improvement –

A listing of qualities and skills the employee needs to strengthen over the next year.

Summary -



**PERFORMANCE EVALUATION:
Mindy Manson, City Manager**

APPROVALS

Mayor

Councilmember, Place 1

Councilmember, Place 2

Councilmember, Place 3

Councilmember, Place 4

Councilmember, Place 5

Councilmember, Place 6

City Manager



City Manager Performance Evaluation

Peter H. Vargas

Evaluation period: January 20XX to January 20XX

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the city manager's performance.

5 = Excellent (almost always exceeds the performance standard)

4 = Above average (generally exceeds the performance standard)

3 = Average (generally meets the performance standard)

2 = Below average (usually does not meet the performance standard)

1 = Poor (rarely meets the performance standard)

*City Manager
Performance
Evaluation
Form*

This evaluation form also contains an optional provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

_____ Diligent and thorough in the discharge of duties, "self-starter"

_____ Exercises sound judgment

_____ Displays enthusiasm, cooperation and willingness to adapt

_____ Displays effective personal leadership attributes

_____ Exhibits composure, professionalism and attitude appropriate for the executive position

 Add the values from above and enter the subtotal 0 divide by total scored 0

2. PROFESSIONAL SKILLS AND STATUS

_____ Maintains knowledge of current developments affecting the practice of local government management

_____ Demonstrates innovation and creativity

_____ Anticipates and analyzes issues and develops effective approaches for solving them

_____ Willing to consider and implement new ideas proposed by governing body members and/or staff

_____ Sets a professional example by addressing affairs of the public in a fair and impartial manner

 Add the values from above and enter the subtotal 0 divide by total scored 0

3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY

_____ Executes directives of the body as a whole as opposed to those of any one member or minority group

_____ Develops meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions

_____ Disseminates complete and accurate information equally to all members in a timely manner

_____ Assists in facilitating decision making without usurping authority

_____ Responds well to requests, advice and constructive criticism

 Add the values from above and enter the subtotal 0 divide by total scored 0

4. POLICY EXECUTION

_____ Implements governing body actions in accordance with the intent of Council

_____ Supports, both internally and externally the actions of the governing body

_____ Understands, supports and enforces local government's laws, policies and ordinances

_____ Reviews ordinance and policy procedures periodically to recommend improvements to their effectiveness

PERFORMANCE CATEGORY SCORING

Offers alternative solutions to the governing body when existing policies or ordinances are no longer practical due to changes in laws or policies



Add the values from above and enter the subtotal

0

divide by total scored

0

PERFORMANCE CATEGORY SCORING

5. REPORTING

Provides information and reports on a regular basis to the governing body concerning matters of importance to the local government, using the city charter as a guide

Responds in a timely manner to requests from the governing body for special reports

Takes initiative to provide information, advice and recommendations to the governing body on matters that are non-routine and not administrative in nature

Ensures reports produced by the manager are accurate, comprehensive, concise and written to the intended audience

Produces and distributes reports while remaining cognizant that affairs of the organization are open to public scrutiny



Add the values from above and enter the subtotal

0

divide by total scored

0

6. CITIZEN RELATIONS

Responsive to requests from citizens

Demonstrates a dedication to service to the community and its citizens

Maintains a nonpartisan approach in communicating with the news media

Meets with and listens to members of the community to discuss their concerns and strives to understand their interests

Demonstrates and appropriate effort to maintain citizen satisfaction with city services



Add the values from above and enter the subtotal

0

divide by total scored

0

7. STAFFING

Recruits and retains competent personnel for staff positions

Applies an appropriate level of supervision and addresses areas of substandard performance

Stays accurately informed and appropriately concerned about employee relations

Professionally manages the compensation and benefits plan

Promotes training and development opportunities for employees at all levels of the organization



Add the values from above and enter the subtotal

0

divide by total scored

0

PERFORMANCE CATEGORY SCORING

8. SUPERVISION

Encourages department heads to make decisions within their jurisdiction with appropriate City Manager involvement

Instills confidence and promotes initiative in subordinates through supportive controls for their programs while still monitoring operations at the departmental level

Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the city manager's office

Sustains or improves staff performance by evaluating the performance of staff members annually, setting goals and objectives for them, periodically assessing their progress and providing appropriate feedback

Encourages teamwork, innovation and effective problem-solving among the staff members

 Add the values from above and enter the subtotal 0 divide by total scored 0

9. FISCAL MANAGEMENT

Prepares a balanced budget to provide services at a level directed by council

Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively

Prepares a budget and budgetary recommendations in a logical and understandable format

Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability

Appropriately monitors and manages fiscal activities of the organization

 Add the values from above and enter the subtotal 0 divide by total scored 0

10. COMMUNITY

Shares responsibility for addressing the difficult issues facing the city

Avoids unnecessary controversy

Cooperates with neighboring communities and the county

Assists the council with addressing future needs and develop adequate plans to address long term trends

 Add the values from above and enter the subtotal 0 divide by total scored 0

OVERALL SCORE

PERFORMANCE CATEGORY SCORING

OPTIONAL NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principal results achieved during the rating period?

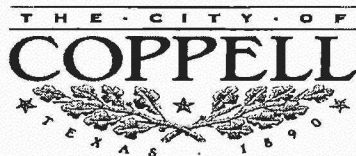
What performance area(s) would you identify as most critical for improvement?

PERFORMANCE CATEGORY SCORING

OPTIONAL NARRATIVE EVALUATION

What constructive suggestions or assistance can you offer the manager to enhance performance?

What other comments do you have for the manger; e.g., priorities, expectations, goals or objectives for the new rating period?



Performance Plan and Evaluation Folio

STEPS 1 & 2: Performance Planning at the Beginning of the Period

STEP 1: PLANNING THE JOB INPUT - HOW THE JOB IS DONE: How well the employee deals with the day-to-day inter-relationships, skills and performance of the job under varying circumstances.

At the beginning of the evaluation period and with the employee, choose **INPUT** factors determined to be the most important job strengths to continue to refine and/or attributes that focus on employee development. Select job input factors in addition to the first 6 predetermined for non-supervisory personnel and the first 8 predetermined job inputs for supervisory personnel for a **minimum** of 10 and up to a **maximum** of 12. The job-input factors selected should be the most important to the employee's job performance. Fill in any special areas for attention on the blank lines.

NOTE 5 EACH JOB STRENGTH AND DEVELOPMENT AREAS [See Guide for more detailed descriptions.]

SELECTED INPUTS	SCORE	SELECTED INPUTS	SCORE	SELECTED INPUTS	SCORE
☐ Integrity	☐	☐ Communications Written	☐	☐ People Oriented	☐
☐ Accountability	☐	☐ Consistency, Stability	☐	☐ Problem Identifier	☐
☐ Quality and Detail	☐	☐ Cooperation	☐	☐ Problem Solving	☐
☐ Respect	☐	☐ Dependability	☐	☐ Safety-minded	☐
☐ Change/Change Agent	☐	☐ Diplomatic, tactful	☐		
☐ Promptness	☐	☐ Drive, self-motivation	☐	SPECIAL AREAS	
☐ Vision and Strategic	☐	☐ Follows-up	☐	☐ _____	☐
☐ Mentoring	☐	☐ Initiative	☐	☐ _____	☐
☐ Appearance/Image	☐	☐ Interpersonal Skills	☐	☐ _____	☐
☐ Balances decision factors	☐	☐ Knowledge of Job	☐	☐ _____	☐
☐ Broadmindedness	☐	☐ Listens	☐	☐ _____	☐
☐ Communications Verbal	☐	☐ Organized Approach	☐	☐ _____	☐

STEP 2: THE PERFORMANCE EVALUATION: ESSENTIAL JOB FUNCTIONS. Job performance is characterized by the Performance Standards and Goals which will be of measurable benefit to the team and company. These are covered in Columns A-C inside this folio.

STEPS 3 & 4: Performance Evaluation at the End of the Period

STEP 3: At final evaluation, review the employee's performance in the pre-selected [S] [Job Strength] and [D] [Development] INPUT areas and insert rating numbers 0 through 4 from the descriptions below. This the sum of these scores will be used as the INPUT SCORE that is to be inserted below.

SCORING JOB INPUT-HOW THE JOB WAS DONE IN THE AREAS SELECTED IN STEP 1:

- 0 The job holder has not succeeded in evidencing this JOB INPUT with tangible, recordable actions.
- 1 The job holder has shown occasional evidence of putting this JOB UNIT into action, expectations are still not completely met.
- 2 The job holder has satisfactorily and consistently met the needs of this JOB INPUT.
- 3 The job holder has met and, on occasion, tangibly exceeded expectations in recorded actions in support of the JOB INPUT.
- 4 Clearly outstanding performance with documentable evidence of how excellence has favorably affected the City and impacted the work of others.

**TOTAL OF
INPUT SCORES
x 10:**

Note: The supervisor should be prepared to relate the evidence which contributed to the Input Scores to both the employee and the evaluator's supervisor.

Step 2: Key Performance Areas

A. KEY PERFORMANCE AREAS	B. WEIGHT VALUES	C. JOB PERFORMANCE STANDARDS AND GOALS
General Administration	25	A. Budget Preparation & Administration: Completed within timeframes and administered within defined parameters. Ensures budget addresses city & departmental goals & objectives. B. Supervision of Departmental Personnel: Performs accurate and timely
Project Administration	25	A) Time and Attendance software implementation by 9/30/07. Project includes working with Departments to determine the appropriate collection devices for their employees. Work with software vendor to configure the software with the various pay rules that will apply
Leadership Development	30	A. Models productive, cooperative working relationships and behaviors with departmental staff and staff from other departments. B. Provides workplace built on trust. Breaks down communication barriers within department and
Customer Service	20	A. Ensures department provides service with customer in mind first where practical and appropriate. B. Ensures department works well with all other City departments facilitating problem resolution at lowest level appropriate.

Must equal 100 total points: 100

Step 4: Performance Evaluation

D. OUTPUT MULTIPLIER	E. (B x D)	F. PERFORMANCE COMMENTS
4 Super Plus 3 Plus 2 All Met 1 Some Met 0 None Met	Score	TOTAL
4 Super Plus 3 Plus 2 All Met 1 Some Met 0 None Met	Score	TOTAL
4 Super Plus 3 Plus 2 All Met 1 Some Met 0 None Met	Score	TOTAL
4 Super Plus 3 Plus 2 All Met 1 Some Met 0 None Met	Score	TOTAL
4 Super Plus 3 Plus 2 All Met 1 Some Met 0 None Met	Score	TOTAL
4 Super Plus 3 Plus 2 All Met 1 Some Met 0 None Met	Score	TOTAL
4 Super Plus 3 Plus 2 All Met 1 Some Met 0 None Met	Score	TOTAL
4 Super Plus 3 Plus 2 All Met 1 Some Met 0 None Met	Score	TOTAL
4 Super Plus 3 Plus 2 All Met 1 Some Met 0 None Met	Score	TOTAL
4 Super Plus 3 Plus 2 All Met 1 Some Met 0 None Met	Score	TOTAL

Name: _____
Period Covered: _____

Job Title: _____
Next Scheduled Review Date: _____

OUTPUT SCORE _____

MID - PERIOD REVIEW COMMENTS: ☐ as Appropriate

A mid-period review was held on _____ (Date). Adjustments ☐ have ☐ have not been made to the performance plan. Progress review notes ☐ have ☐ have not been completed with a copy made for the employee.

G. SUMMARY - Review of comments from Column F

Major areas for performance improvement are:

- 1 _____
- 2 _____
- 3 _____

These can be strengthened by doing the following:

- 1 _____
- 2 _____
- 3 _____

Major employee strengths are:

- 1 _____
- 2 _____
- 3 _____

These can be used more effectively by doing the following:

- 1 _____
- 2 _____
- 3 _____

H. EMPLOYEE COMMENTS:

How satisfied are you with this evaluation?

☐ Very Satisfied ☐ Satisfied ☐ Neutral ☐ Dissatisfied ☐ Very Dissatisfied

☐ Please check this box if any notations or comments are attached which you believe will reflect your level of satisfaction with this evaluation. ☐

TOTALING YOUR PERFORMANCE SCORE

Total OUTPUT Score _____

Plus Total INPUT Score _____

Equals Grand Total **#VALUE!**

Less 400 400

Equals Net Total **#VALUE!**

Net Total Divided by 4

(Rounded to closest whole number)

#VALUE!

Performance Score

Evaluator's Signature

Date

Employee's Signature

Date

Evaluator's Supervisor

Date

Note: An employee's signature signifies only that this performance review has personally been seen by the recipient and a copy has been provided.

CITY MANAGER PERFORMANCE EVALUATION
AND
WORK PLAN PERFORMANCE EVALUATION

Rockwall

Values-Based Evaluation

Directions: Provide a rating for each Value-Based Standard. Comments are e

Ratings Description			
Unsatisfactory = UN Very rarely meets goals and objectives; Work doesn't meet standards; requires supervision; lacks willingness and/or ability to perform. Demonstrates a lack of commitment to using City values in performing job duties.	Needs Improvement = NI Performs capably, meets some goals and objectives, but requires improvement in quality, quantity and timeliness of work to fully meet standards; may require more supervision than expected; may lack willingness and/or ability to perform. Inconsistently demonstrates a commitment to City's values.	Meets Expectation = ME Consistently performs; meets all expected criteria for quality, quantity and timeliness. By words and actions, demonstrates a commitment to the City's values.	Exceeds Expectation = EE Consistently exceeds normal expectations; exceeds expected criteria for quality, quantity, and timeliness; consistently achieves results beyond those expected. Sets an example for others on integrating the City's values into the workplace.

VALUE BASED STANDARDS	
1.	CUSTOMER SERVICE The degree to which the City Manager provides appropriate quality and quantity of information and service to the City's customers. Provides services that meet and/or exceeds customer expectations and is continuously aware of customer needs and responds appropriately. What the City Council Values: Dedication to friendly and competent service; treating all customers with respect; striving to maintain an environment that supports sincerity, honesty, and ethical behavior.
RATING	COUNCIL COMMENTS:
2.	TRANSPARENT GOVERNMENT The degree to which the City Manager appropriately conducts the business of the City in such a manner as to encourage an open, participatory local government. What the City Council Values: Public understanding of major issues and participation by residents in a successful local government.
RATING	COUNCIL COMMENTS:
3.	COMMUNICATION WITH CITY COUNCIL The degree to which the City Manager provides appropriate and timely communication related to the operations of the City. What the City Council Values: Being well-informed about matters which impact the Council's ability to perform the duties of the office to which they have been elected.
RATING	COUNCIL COMMENTS:

Initial _____
Employee Mayor

4.	COMMUNICATION WITH RESIDENTS The degree to which the residents of the City are aware of the programs and actions of the local government. What the City Council Values: Residents who are aware of their local government.
RATING	COUNCIL COMMENTS:
5.	COMMUNICATION WITH BUSINESSES The degree to which the City's businesses are aware of the programs, policies, and actions of the local government. What the City Council Values: Businesses which are aware of their local government.
RATING	COUNCIL COMMENTS:
6.	ORGANIZATIONAL SKILLS/TIME MANAGEMENT The degree to which the City Manager effectively sets priorities among tasks, estimates time frames, meets deadlines, plans and uses available resources, and coordinates work assignments with others. What the City Council Values: Acting reliably and responsibly with a high standard of professionalism.
RATING	COUNCIL COMMENTS:
7.	ORGANIZATIONAL RELATIONS/INTERPERSONAL COMMUNICATIONS The degree to which the City Manager understands the diversity of the City and maintains and projects an approachable, open-minded attitude, respecting appropriate confidentiality, to ensure open, two-way communications. What the City Council Values: Accepting accountability; demonstrating loyalty and integrity.
RATING	COUNCIL COMMENTS:
8.	DEPENDABILITY The degree to which the City Manager can be relied upon to follow through on job duties and/or commitments and be available to the City Council, the City's customers, and employees. What the City Council Values: Accessibility, reliability, and thorough follow through.
RATING	COUNCIL COMMENTS:
9.	LEADERSHIP AND TEAMWORK The degree to which the City Manager demonstrates the ability to work with the City Council, citizens, customers, and within the organization in a friendly, cooperative manner, providing local government leadership. What the City Council values: Competent leadership, fairness, and respect; recognizing the importance of overcoming individual differences to achieve common goals.
RATING	COUNCIL COMMENTS:

Initial _____
 Employee Mayor

10. TECHNICAL EXPERTISE	
The degree to which the City Manager exhibits the ability to thoroughly understand the purpose, general tasks, knowledge, and skill requirements of the position. The ability to apply knowledge to the job. The ability to communicate technical information and provide solutions to problems facing the City.	
What the City Council Values: Competent, current knowledge and skills required to perform the duties of the job.	
RATING	COUNCIL COMMENTS:

CITY MANAGER WORK PLAN PERFORMANCE EVALUATION

Directions: Provide a rating for each Work Plan Item described below. Comments are encouraged for all ratings.

Ratings Description			
Unsatisfactory = UN Very rarely meets goals and objectives; Work doesn't meet standards; requires supervision; lacks willingness and/or ability to perform. Demonstrates a lack of commitment to using City values in performing job duties.	Needs Improvement = NI Performs capably, meets some goals and objectives, but requires improvement in quality, quantity and timeliness of work to fully meet standards; may require more supervision than expected; may lack willingness and/or ability to perform. Inconsistently demonstrates a commitment to City's values.	Meets Expectation = ME Consistently performs; meets all expected criteria for quality, quantity and timeliness. By words and actions, demonstrates a commitment to the City's values.	Exceeds Expectation = EE Consistently exceed normal expectations; exceeds expected criteria for quality, quantity, and timeliness; consistently achieves results beyond those expected. Sets an example for others on integrating the City's values into the workplace.

WORK PLAN ITEM		Overall Rating
1. CUSTOMER SERVICE		
Customer Service Initiatives		Individual Initiatives Rating
1.a		
1.b		
1.c		
COUNCIL COMMENTS:		

The following initiatives would be from the work plan

Initial _____
 Employee Mayor

WORK PLAN ITEM		Overall Rating
2.	<u>COMMUNICATIONS</u>	
Communications Initiatives		Individual Initiatives Rating
2.a		
2.b		
2.c		
COUNCIL COMMENTS:		
WORK PLAN ITEM		Overall Rating
3.	<u>TRANSPARENT GOVERNMENT</u>	
Transparent Government Initiatives		Individual Initiatives Rating
3.a		
3.b		
3.c		
COUNCIL COMMENTS:		
WORK PLAN ITEM		Overall Rating
4.	<u>Management of the Organization</u>	
Transparent Government Initiatives		Individual Initiatives Rating
4.a		
4.b		
4.c		
COUNCIL COMMENTS:		
WORK PLAN ITEM		Overall Rating
5.	<u>Leadership and Professional Development</u>	

Initial _____
 Employee Mayor

Leadership/Professional Development Initiatives		Individual Initiatives Rating
5.a		
5.b		
5.c		
COUNCIL COMMENTS:		

ADDITIONAL COUNCIL MEMBER COMMENTS	
Significant Accomplishments	1.
	2.
	3.
Strengths	1.
	2.
	3.
Identified Areas For Improvement	1.
	2.
	3.

Mayor's Signature

Date

City Manager's Signature

Date

Initial _____
Employee Mayor

**CITY OF PLANO
EVALUATION OF CITY MANAGER**

Management of Ends and Means Statements

Exceeds Expectations ____ Meets Expectations ____ Does Not Meet Expectations ____

Comments: _____

Goals Results

Exceeds Expectations ____ Meets Expectations ____ Does Not Meet Expectations ____

Comments: _____

Goals Going Forward

Exceeds Expectations ____ Meets Expectations ____ Does Not Meet Expectations ____

Comments: _____



Legend:
1 = Unacceptable/Rarely
2 = Needs Improvement/Sometimes
3 = Satisfactory
4 = Very Good/Usually
5 = Excellent/Always

_____, **CITY MANAGER**
2013 Evaluation of Job Performance

OBJECTIVES AND EXPECTATIONS

OBJECTIVES AND EXPECTATIONS FOR ASSESSMENT PERIOD

- 1)
- 2)
- 3)

Comments

1.

EFFECTIVE RELATIONSHIPS

EFFECTIVE RELATIONSHIPS WITH THE MAYOR AND CITY COUNCIL

- 4) Carries out the directives of the Council as a whole rather than the directives of individual Council Member(s).
- 5) Assists the Council in resolving problems at the administrative level to avoid unnecessary Council action.
- 6) Assists the Council in establishing policy while acknowledging the ultimate authority of the Council.
- 7) Informs the Council of administrative developments.
- 8) Is receptive to constructive criticism and advice.
- 9) Responds to Council Members requests/inquiries in a timely manner.

Comments

1.

EFFECTIVE RELATIONSHIPS WITH THE COMMUNITY

- 10) Accommodates complaints from citizens.
- 11) Is dedicated to the community and its citizens.
- 12) Is skillful with the news media – avoiding political positions and partisanship.
- 13) Has the capacity to listen to others and to recognize their interests – works well with others.
- 14) Is willing to meet with members of the community and discuss their concerns.
- 15) Provides effective assistance for industrial/commercial development.
- 16) Cooperates with other governmental units.
- 17) Takes an appropriate part in community activities.

Comments

1.

EFFECTIVE RELATIONSHIPS WITH EMPLOYEES

- 18) Recruits and retains competent personnel for City positions.
- 19) Is accurately informed and concerned about employee insurance, fringe benefits, promotions and pensions.
- 20) Impartially deals with personnel matters.
- 21) Encourages Department Heads to make decisions within their own jurisdiction without his approval, yet maintains general control of administrative operations.
- 22) Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs.
- 23) Has sufficient knowledge of departmental structure, activities and problems to assist in evaluating alternatives.
- 24) Is available when needed.
- 25) Has developed a friendly and informal relationship with the work force as a whole, yet maintains the professionalism of the City Manager's office.
- 26) Evaluates personnel periodically and points out staff weaknesses and strengths.
- 27) Makes difficult decisions – quickly, if necessary.

Comments

1.

PROFESSIONALISM**PROFESSIONALISM**

- 28) Approaches problems/programs in analytical and systematic ways.
- 29) Selects appropriate priorities and avoids organizational inefficiency by trying to do too many things at once.
- 30) Adapts language and communication styles to suit different audiences and occasions.
- 31) Effectively summarizes discussions and brings them to conclusion.
- 32) Is knowledgeable of current developments affecting the municipal management field.
- 33) Anticipates problems and develops effective approaches for solving them.
- 34) Is willing to try new ideas proposed by Council Members or staff.
- 35) Exhibits the technical skills necessary for competence in local government, especially financial planning and control, administrative analysis, program direction and planning.
- 36) Effectively represents the City in negotiations with other parties.

Comments 1.

POLICY EXECUTION**POLICY EXECUTION**

- 37) Implements Council action in accordance with the intent of the Council.
- 38) Supports the actions of the Council after a decision has been reached.
- 39) Keeps programs/projects moving.
- 40) Enforces City policies.

Comments 1.

INTEGRITY**INTEGRITY**

- 41) Conducts professional relationships and activities in accordance with the ICMA and TCMA Code of Ethics (copies attached).
- 42) Demonstrates fairness, honesty, ethical and legal awareness in personal and professional relationships and activities.
- 43) Fosters ethical behavior through personal example, management practices, and interaction with business partners and the community.
- 44) Demonstrates accountability for personal actions.

Comments 1.

REPORTING AND FISCAL MANAGEMENT

- 45) Provides the Council with reports concerning matters of importance to the City.
- 46) Reports are accurate and comprehensive.
- 47) Prepares a sound agenda which prevents trivial, administrative matters from being reviewed by the Council.
- 48) Proposes a balanced budget to provide services at a level intended by the Council.
- 49) Follows the Texas Uniform Budget laws in the preparation of the City budget.
- 50) Suggests appropriate use of available funds and is conscious of the need to operate the City efficiently and effectively.
- 51) The proposed budget is in an intelligible format.

INTERPERSONAL EFFECTIVENESS

INTERPERSONAL EFFECTIVENESS

- 52) Invests sufficient efforts towards being diligent and thorough in the discharge of duties.
- 53) Self-confidence, composure, presentation, and attitude are appropriate in this position.
- 54) Makes timely response to inquiries and requests.
- 55) Works well with and maintains an effective relationship with direct reports of the City Council.

Comments

1.

OVERALL EVALUATION OF CITY MANAGER'S PERFORMANCE DURING PAST YEAR

Comments

1.

OVERALL SCORE

Signature

Title

Mayor

Date Signed

City Manager's Comments

Comments

1.

Signature

Title

City Manager

Date Signed

2013 Evaluation of City Manager - Analysis

Legend: 1 = Unacceptable/Rarely
2 = Needs Improvement/Sometimes
3 = Satisfactory
4 = Very Good/Usually
5 = Excellent/Always

[illegible]

Provides effective assistance for industrial/commercial development.							#DIV/0!
Cooperates with other governmental units.							#DIV/0!
Takes an appropriate part in community activities.							#DIV/0!
Comments							
Recruits and retains competent personnel for City positions.							#DIV/0!
Is accurately informed and concerned about employee insurance, fringe benefits.							#DIV/0!
Impartially deals with personnel matters.							#DIV/0!
Encourages Department Heads to make decisions within their own jurisdiction without his approval, yet maintains general control of administrative operations.							#DIV/0!
Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs.							#DIV/0!
Has sufficient knowledge of departmental structure, activities and problems to assist in evaluating alternatives.							#DIV/0!
Is available when needed.							#DIV/0!
Has developed a friendly and informal relationship with the work force as a whole, yet maintains the professionalism of the City Manager's office.							#DIV/0!
Evaluates personnel periodically and points out staff weaknesses and strengths.							#DIV/0!
Makes difficult decisions – quickly, if necessary.							#DIV/0!
Comments							
Approaches problems/programs in analytical and systematic ways.							#DIV/0!
Selects appropriate priorities and avoids organizational inefficiency by trying to do too many things at once.							#DIV/0!
Adapts language and communication styles to suit different audiences and occasions.							#DIV/0!

Effectively summarizes discussions and brings them to conclusion.								#DIV/0!
Is knowledgeable of current developments affecting the municipal management field.								#DIV/0!
Anticipates problems and develops effective approaches for solving them.								#DIV/0!
Is willing to try new ideas proposed by Council Members or staff.								#DIV/0!
Exhibits the technical skills necessary for competence in local government, especially financial planning and control, administrative analysis, program direction and planning.								#DIV/0!
Effectively represents the City in negotiations with other parties.								#DIV/0!
Comments								
Implements Council action in accordance with the intent of the Council.								#DIV/0!
Supports the actions of the Council after a decision has been reached.								#DIV/0!
Keeps programs/projects moving.								#DIV/0!
Enforces City policies.								#DIV/0!
Comments								
Conducts professional relationships and activities in accordance with the ICMA and TCMA Code of Ethics (copies attached).								#DIV/0!
Demonstrates fairness, honesty, ethical and legal awareness in personal and professional relationships and activities.								#DIV/0!
Fosters ethical behavior through personal example, management practices, and interaction with business partners and the community.								#DIV/0!
Demonstrates accountability for personal actions.								#DIV/0!
Comments								

Provides the Council with reports concerning matters of importance to the City.								#DIV/0!
Reports are accurate and comprehensive.								#DIV/0!
Prepares a sound agenda which prevents trivial, administrative matters from being reviewed by the Council.								#DIV/0!
Proposes a balanced budget to provide services at a level intended by the Council.								#DIV/0!
Follows the Texas Uniform Budget laws in the preparation of the City budget.								#DIV/0!
Suggests appropriate use of available funds and is conscious of the need to operate the City efficiently and effectively.								#DIV/0!
The proposed budget is in an intelligible format.								#DIV/0!
Comments								
Invests sufficient efforts towards being diligent and thorough in the discharge of duties.								#DIV/0!
Self-confidence, composure, presentation, and attitude are appropriate in this position.								#DIV/0!
Makes timely response to inquiries and requests.								#DIV/0!
Works well with and maintains an effective relationship with direct reports of the City Council.								#DIV/0!
Comments								

OVERALL SCORE #DIV/0!



Legend:
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3 = Satisfactory
4 = Very Good/Usually
5 = Excellent/Always

_____, **CITY MANAGER**
2013 Evaluation of Job Performance

ADMINISTRATION

Managing Human Resources

Developing and Evaluating Subordinates

Developing Coordination among Subordinates

Developing Equitable Personnel System

Comments 1.

Managing Financial Resources

Budget Planning and Preparation

Budget Execution and Fiscal Soundness

Concern with Productivity

Cost Effective Manpower Utilization

Comments 1.

Managing Work Systems and Operations

Ability to Conceptualize Needs of Organization

Ability to Organize Programs to Increase Efficiency and Effectiveness

Long-term Organizational Planning

Delivery of Services to the Citizens

Comments 1.

Managing Information

Concise and Understandable Written Reports

Effective Public Contact

Agenda Preparation

Verbal Presentations

Comments 1.

COMMUNITY RELATIONS

Accessible

Participates in Community Activities

Effective Listener

Promotes Credibility

Comments 1.

COUNCIL RELATIONS

Accessible

Communication

Equity

Effective Listener

Comments

1.

PROFESSIONALISM***Professional Conduct***

Execution of Council Goals and Objectives

Liaison with Other Agencies

News Media Relations

Adherence to High Ethical Standards

Commitment to Goals of Profession

OVERALL EVALUATION OF CITY MANAGER'S PERFORMANCE DURING PAST YEAR

Comments

1.

OVERALL SCORE

Name**Title****Date Signed****City Manager's Comments**

1.

Comments

Signature**Title**

City Manager

Date Signed

2013 Evaluation of City Manager - Analysis

Legend: 1 = Unacceptable/Rarely
2 = Needs Improvement/Sometimes
3 = Satisfactory
4 = Very Good/Usually
5 = Excellent/Always

[illegible]

Effective Listener										#DIV/0!
Promotes Credibility										#DIV/0!
Comments										
Accessible (Council Relations)										#DIV/0!
Communication										#DIV/0!
Equity										#DIV/0!
Effective Listener										#DIV/0!
Comments										
Execution of Council Goals and Objectives										#DIV/0!
Liaison with Other Agencies										#DIV/0!
News Media Relations										#DIV/0!
Adherence to High Ethical Standards										#DIV/0!
Commitment to Goals of Profession										#DIV/0!
Comments										
OVERALL SCORE										#DIV/0!



PERFORMANCE EVALUATION: Billy George, City Manager

Date of Review: January __, 20__

Time Period of Review: Annual

Directions

The purpose of this list of competencies is to provide a common reference from which the Mayor and the City Council have rated the City Manager's job performance for the given year. A set of indicators should not be interpreted to represent all possible behavior for a specific area of responsibilities, but rather as key examples of expected behaviors.

This evaluation is the cumulative feedback of all seven City Council members.

Rating Scale

Outstanding: Performance in a competency is consistent and superior to that which is normally expected.

Excellent: Performance in a competency indicates increased proficiency and is consistently above expectations.

Satisfactory: Performance in a competency meets expectations and there is no significant problem.

Needs Improvement: Performance in a competency is consistently below expectations and problems exist.

Unsatisfactory: Performance in a competency is consistently unacceptable.

1. Directs City-wide operations and assists the management team with daily departmental management issues. Coordinates management team activities to accomplish goals and objectives as set by the City Council.

Reflects ability to recruit and retain competent staff.

___ Outstanding ___ Excellent ___ Satisfactory ___ Needs Improvement ___ Unsatisfactory

Comments:

Creates and inspires a leadership climate providing challenges and motivating employees to high performance.

___ Outstanding ___ Excellent ___ Satisfactory ___ Needs Improvement ___ Unsatisfactory

Comments:

Maintains personal accessibility to the management team and all City of Sachse employees.

___ Outstanding ___ Excellent ___ Satisfactory ___ Needs Improvement ___ Unsatisfactory

Comments:

Creates opportunities for employees to progress within the organization. Promotes tenure and openly displays appreciation and encouragement to staff members.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

Maintains a visionary, long-term mindset for the success of the City of Sachse as a whole. Openly solicits and accepts ideas from City staff.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

Demonstrates competence in recognizing organizational priorities.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

Accomplishes City objectives in an effective manner.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

2. Advises City Council on municipal affairs and develops policy recommendations for Council approval.

Maintains personal accessibility to Council Members.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

Reflects knowledge of organizational structure and operations.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

Ensures that all city ordinances are effectively enforced.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

Keeps informed of changes in State law and regulations and their effect on City government, and advises Council of it.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

Demonstrates effectiveness in identifying major policy issues.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

3. Prepares for and attends all City Council meetings, except as otherwise excused due to conflicts.

Exercises effective participation at Council Meetings.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

Maintains appropriate role in policy decisions.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

Performs well under pressure - including certain unstructured situations.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

Effectively prepares and accepts items for inclusion in the official agenda for all City Council meetings.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

Organizes materials for presentation to Council in a clear and concise manner.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

Demonstrates effective verbal and written communication skills with Council members.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

4. Develops and implements budget recommendations, as well as oversees the execution of City goals and objectives as outlined in the Capital Improvement Plan and Annual Budget.

Presents a budget that meets the needs of the City and is a sound financial plan.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

Manages City within adopted budget policies and expectations.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

Maintains an effective system of reporting current plans and activities to the Council.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

5. Meets with developers, contractors or other government agencies to assist in the execution of City goals and objectives. Meets with citizens and answers questions regarding City policies and issues.

Develops and maintains effective relationships with Federal, State, and Local government representatives and citizen groups.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

Maintains an effective public relations program with local cities and media.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

Maintains an effective public relations program with citizens.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

Meets with public utilities and service providers to negotiate franchise and other agreements.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

6. Performs other duties.

Acts in a civil, respectful manner at all times to management, co-workers and others.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

Maintains physical condition appropriate to the requirements of the City Manager position.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

Works additional hours outside of normal business hours as needed, including attending Council meetings, Board meetings, community events and other similar occasions.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

Performs as a responsible steward of the public trust and strives for excellence in public service, enhancing the quality of life for all.

☐ Outstanding ☐ Excellent ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Comments:

CITY MANAGER GOALS AND OBJECTIVES FOR 2013:

-
-
-

ADDITIONAL COMMENTS/RECOMMENDATIONS:

Strengths –

A listing of qualities and skills which the employee exhibits on a regular basis.

Areas of Improvement –

A listing of qualities and skills the employee needs to strengthen over the next year.

Summary -



**PERFORMANCE EVALUATION:
Billy George, City Manager**

APPROVALS

Mayor

Councilmember, Place 1

Councilmember, Place 2

Councilmember, Place 3

Councilmember, Place 4

Councilmember, Place 5

Councilmember, Place 6

City Manager



Legislation Details (With Text)

File #:	13-1795	Version:	1	Name:	Executive Session:Real Estate
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	9/13/2013	In control:		In control:	City Council
On agenda:	9/16/2013	Final action:		Final action:	
Title:	Adjourn to Executive Session pursuant to the provisions of Texas Government Code Section 551.072: a. Discuss the potential purchase of real estate for the extension of sanitary sewer facilities. Consider any action necessary as the result of executive session. Executive Summary Staff will update the Council on the potential of real estate acquisition as provided by state law.				

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Adjourn to Executive Session pursuant to the provisions of Texas Government Code Section 551.072:

- a. Discuss the potential purchase of real estate for the extension of sanitary sewer facilities.

Consider any action necessary as the result of executive session.

Executive Summary

Staff will update the Council on the potential of real estate acquisition as provided by state law.

Background

Staff will provide materials for Council review.

Policy Considerations

To be determined.

Budgetary Considerations

To be determined.

Staff Recommendations

Council adjourn to Executive Session pursuant to the provisions of Texas Government Code Section 551.072 to Discuss the potential purchase of real estate for the extension of sanitary sewer and Consider any action necessary as a result of executive session.