Sachse, Texas

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

Meeting Agenda

City Council

Monday, September 15, 2014 | **7:30 PM** | **Council Chambers**

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

The City Council of the City of Sachse will hold a Regular Meeting on Monday, September 15, 2014, at 7:30 p.m. in the Council Chambers at the Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas to consider the following items of business:

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

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

1. CONSENT AGENDA.

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

14-2434 Consider approval of the minutes of the September 2, 2014, special meeting.

Executive Summary
Minutes from the recent Council meeting.
Attachments: Minutes.09.02.14.pdf

14-2429 Consider an ordinance of the City Council of the City of Sachse, Texas ("CITY"), authorizing certain budget amendments pertaining to the fiscal year 2013-2014 budget.

Executive Summary
On December 6, 2013 the City experienced an ice storm which caused significant damage to property within the City limits. Property owners throughout the City had damage to trees and shrubs, which required additional brush pickups in excess of the

City's contract with Republic Services. In addition, there were miscellaneous costs related to providing warming shelters and activating the Emergency Operations Center. These combined costs were covered by the Fire Department as the cost center for Emergency Management; however, that department's budget was not able to absorb the additional costs.

Attachments: SACHSE Ordinance Amending 2013-2014 Budget 091514.pdf

14-2435 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 2015 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. The proposed services provided and associated fees are identical to the agreement covering Fiscal Year 2014.

Attachments: CD -ILA Dallas County Food Establishment FY2015

CD -ILA Dallas County Food Establishment FY2015 Resolution

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

14-2437 Staff Briefing: City Secretary

Executive Summary

Update on City Secretary's activities.

Attachments: City Secretary CC presentation 2014.pdf

3. CITIZEN INPUT.

The public is invited at this time to address the Council. The Mayor will ask you to come to the Microphone and state your name and address for the record. If your remarks pertain to a specific Agenda item, please hold them until that item, at which time the Mayor may solicit your comments. Time limit is 3 minutes per speaker.

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

4. REGULAR AGENDA ITEMS.

14-2422 Discuss and Consider an ordinance of the City of Sachse, Texas, adopting the budget for fiscal year beginning October 1, 2014 and ending September 30, 2015; 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.

Executive Summary
Discuss and Consider an Ordinance Adopting the Budget for the Fiscal Year Beginning October 1, 2014 and Ending September 30, 2015.

Attachments: Budget Cover Page 2014-2015.pdf
Budget Review September 15.pdf
51SACHSE Ordinance Adopting Budget for Fiscal Year 2014-2015.pdf

14-2436 Motion to ratify the property tax increase in the budget for Fiscal Year 2014-2015.

Executive Summary
According to Texas Local Government Code Section 102.007, "Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code, or other law."

Attachments: Budget Cover Page 2014-2015.pdf

14-2426 Discuss and consider an ordinance of the City of Sachse, Texas levying ad valorem taxes for the year 2014 (Fiscal Year 2014-2015) at a rate of $0.778019 per one hundred dollars ($100) assessed valuation on all taxable property within the corporate limits of the City of Sachse as of January 1, 2014, 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.

Executive Summary
Discuss and consider an Ordinance adopting the tax rate and levying the ad valorem taxes for the fiscal year beginning October 1, 2014 and ending September 30, 2015.

Attachments: Sachse Ordinance Ad Valorem Taxes for Fiscal Year 2014-2015.pdf

14-2428 Consider an ordinance of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 6 titled, "Health and Sanitation" by amending Section 6-11 titled "Solid Waste Regulations" by removing Subsection "A" titled "Rate Schedule" so as to set forth solid waste rates for residential service in the master fee schedule.

Executive Summary
The current contract for solid waste services with Republic Services states that the fee structure will include a "base rate adjustment for CPI, and Disposal..." and that "any proposed increase will be subject to City Council approval and any justifiable increase shall not be unreasonably withheld." The current rates have been in effect since October 1, 2012. The requested increase to take effect on October, 1, 2014 is 1.2% and incorporates a CPI adjustment and no increase in landfill disposal cost.

Attachments: Republic Rate Increase Request 2014.pdf
51SACHSE Rev Ordinance Amending Chapter 6 Removing Solid Waste Charge

14-2430 Consider a Resolution of the City Council of the City of Sachse, Texas, amending the master fee schedule by adopting solid waste rates for residential service.

Executive Summary
The current contract for solid waste services with Republic Services states that the fee structure will include a "base rate adjustment for CPI, and Disposal..." and that "any proposed increase will be subject to City Council approval and any justifiable increase shall not be unreasonably withheld." The current rates have been in effect since October 1, 2012. Because of the annual adjustment provided in the contract, staff has recommended removing the actual charges from the body of the Ordinance and including as a section of the master fee schedule.

Attachments: Republic Rate Increase Request 2014.pdf
51RevisedSACHSE Resolution Amending Master Fee Scheduled Re Solid Was

14-2439 Consider a resolution of the City Council of the City of Sachse,

Texas, approving the terms and conditions of an agreement, by and between the City of Sachse and IPS Advisors to provide employee benefit consulting/broker services for city employees.

Executive Summary
After receiving direction from City Council in August 2014, the City of Sachse requested proposals for Employee Benefit Advisory/Patient Advocate Services. The purpose of this item is to present staff findings and to make a recommendation.

Attachments: 51SACHSE Resolution Approving Agreement IPS Advisors67996
Benefits Broker City Council Presentation 2014
RFP short comparison
RFP Ranking Score Sheet
IPS Company Info
2014 Consulting Agreement - Sachse Unsigned

14-2440 Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement between the City of Sachse and Strape-A-Zone Pavement Marking Specialists.

Executive Summary
In 2012, the City Council approved an Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie, which allows the City of Sachse to utilize existing contracts Grand Prairie has executed with contractors for construction projects and services. One such contract is for pavement markings awarded to Stripe-A-Zone Inc. This project will commence from Hwy. 78 south on 5th. St. to Sachse Rd. then east on Sachse Rd. to the eastern city limit at Muddy Creek. Striping will consist of a double yellow center line, white edge lines, directional arrows at 5th. and Hwy 78, and gore striping at the Sachse Rd. median near the intersection with Miles Rd.

Attachments: resolution Stripe-A-Zone
Stripe-A-Zone contract
5TH AND SACHSE STRIPING LAYOUT

14-2433 Consider appointment to the Zoning Board of Adjustments.

Executive Summary
Council to make appointment to the Zoning Board of Adjustments vacancy.

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, 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 12, 2014; 5:00 p.m. Terry Smith, City Secretary _____.

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

Server Error

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Please try again in 30 seconds.

SPECIAL MEETING

OF THE

CITY COUNCIL OF THE CITY OF SACHSE

SEPTEMBER 2, 2014

The City Council of the City of Sachse held a Special Meeting on Tuesday, September 2, 2014 at 7:30 p.m. at the Sachse City Hall after proper notice. The roll of the duly constituted City Council Members was called which members are as follows, to wit:

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

and all were present.

Staff present: City Manager Billy George, City Secretary Terry Smith, Administrative Assistant Cathy Cade, Community Development Director Dan McGinn, Building Official Michael Spencer, Police Chief Dennis Veach, Human Resources Manager Stacy Buckley, Parks and Recreation Director Lance Whitworth, Library Manager Mignon Morse, City Engineer Greg Peters, Public Works Director Joe Crase, Fire Chief Rick Coleman, and Finance Director Teresa Savage.

Invocation and Pledge of Allegiance to U.S. and Texas Flags:
The invocation was offered by Councilman King and the pledges were led by Councilman Watkins.

1. Consent Agenda:
Cathy Cobb 3820 Sixth Street, requested to remove 14-2404 for discussion.

Councilman King moved to approve the Consent Agenda consisting of: 14-2397 Consider approval of the minutes of the August 18, 2014, regular Meeting; and 14-2398 Consider receiving the Monthly Revenue and Expenditure Report for the period ending July 31, 2014. The motion was seconded by Councilman Ross and passed unanimously.

14-2404 Consider an ordinance of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 6 titled "Health and Sanitation", by amending Section 6-2 titled "Smoking and/or Tobacco Use in Municipal Facilities", for the purpose of prohibiting the use of electronic cigarettes in municipal facilities. Cathy Cobb 3820 Sixth Street, requested the Council remove the word “posses” in the ordinance.

Following discussion, Councilman King moved to approve Ordinance No. 3605 amending the Code of Ordinances by amending Chapter 6 titled "Health and Sanitation", by amending Section 6-2 titled "Smoking and/or Tobacco Use in Municipal Facilities", for the purpose of prohibiting the use of electronic cigarettes in municipal facilities, as amended to add actively burning tobacco products. The motion was seconded by Mayor Pro Tem Bickerstaff and passed unanimously.

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

Councilman Franks stated the Parks Fall brochure has been mailed out. Classes start next week. In late October is the Pumpkin Prowl, then another movie in the park.

Mayor Pro Tem Bickerstaff noted the following Library events: Tuesday at 6:00 p.m. is the Archery Program for teens and next Tuesday is the Cooking program for teens and tweens.

3. Citizen Input:

No comments were made.

4. Regular Agenda Items:

14-2393 Conduct the Second Public Hearing on the Proposed Tax Rate for 2014-2015 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 Councilman Ross and carried unanimously.

14-2394 Conduct the Second Public Hearing on the Proposed Fiscal Year 2014-2015 Budget:

Mayor Felix opened the public hearing.

No comments were made.

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

14-2387 Consider the application of Integral Woodbridge, LLC for approval of a Preliminary Plat for Woodbridge Commons Phase 3, being a 5.694-acre tract consisting of five (5) individual lots. The subject property is located on the northwest corner of Woodbridge Parkway and State Highway 78 / KCS Railroad:

Following discussion, Mayor Pro Tem Bickerstaff moved to approve the application of Integral Woodbridge, LLC for approval of a Preliminary Plat for Woodbridge Commons Phase 3, being a 5.694-acre tract consisting of five (5) individual lots. The subject property is located on the northwest corner of Woodbridge Parkway and State Highway 78 / KCS Railroad. The motion was seconded by Councilman King and carried unanimously.

14-2405 Consider a resolution of the City Council of the City of Sachse, Texas, opposing route alternatives for the Northeast Gateway project (the private tollway alternative included in the North Central Texas Council of Governments Blacklands Corridor Feasibility Study) that enter into the City of Sachse city limits:

Following discussion, Councilman Watkins moved to approve Resolution No. 3606 opposing route alternatives for the Northeast Gateway project (the private tollway alternative included in the North Central Texas Council of Governments Blacklands Corridor Feasibility Study) that enter into the City of Sachse city limits. The motion was seconded by Councilman Adams and carried unanimously.

14-2400 Discuss and consider a request from the nonprofit corporation Friends of Sachse Parks and Recreation to use Sachse City Hall, 3815 B Sachse Road, Sachse, Texas, as a reception point for solicited donations:
City Manager George stated the applicant had withdrawn the item. No formal Council action was taken.

14-2399 Discuss the 2014-2015 Fiscal Year Budget and Tax Rate:
Finance Director Savage briefed the Council on the current status.

No formal Council action was taken.

5. Adjournment:
There being no further business, Councilman Adams moved to adjourn. The motion was seconded by Councilman King and carried unanimously. The meeting adjourned at 8:33 p.m.

ATTEST:

APPROVED:

_____
CITY SECRETARY

_____
MAYOR

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

Legislation Details (With Text)

File #:	14-2429	**Version:** 1	**Name:**	Budget Amendment Ice Storm Expenses
Type:	Agenda Item		**Status:**	Agenda Ready
File created:	9/8/2014		**In control:**	City Council
On agenda:	9/15/2014		**Final action:**	

Title: Consider an ordinance of the City Council of the City of Sachse, Texas ("CITY"), authorizing certain budget amendments pertaining to the fiscal year 2013-2014 budget.

Executive Summary
On December 6, 2013 the City experienced an ice storm which caused significant damage to property within the City limits. Property owners throughout the City had damage to trees and shrubs, which required additional brush pickups in excess of the City's contract with Republic Services. In addition, there were miscellaneous costs related to providing warming shelters and activating the Emergency Operations Center. These combined costs were covered by the Fire Department as the cost center for Emergency Management; however, that department's budget was not able to absorb the additional costs.

Sponsors:

Indexes:

Code sections:

Attachments: SACHSE Ordinance Amending 2013-2014 Budget 091514.pdf

Date	Ver.	Action By	Action	Result

Title
Consider an ordinance of the City Council of the City of Sachse, Texas ("CITY"), authorizing certain budget amendments pertaining to the fiscal year 2013-2014 budget.

Executive Summary
On December 6, 2013 the City experienced an ice storm which caused significant damage to property within the City limits. Property owners throughout the City had damage to trees and shrubs, which required additional brush pickups in excess of the City's contract with Republic Services. In addition, there were miscellaneous costs related to providing warming shelters and activating the Emergency Operations Center. These combined costs were covered by the Fire Department as the cost center for Emergency Management; however, that department's budget was not able to absorb the additional costs.

Background
At the time the additional expenses were incurred, it was not known if they could be absorbed within the total departmental budget. Since then, it has been determined that the additional costs would require an additional appropriation: $20,000 for brush and bulk pickup and $731.37 in miscellaneous expenses.

Policy Considerations

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City Charter provides the following process for amending the budget:

Sec. 7.09 AMENDING THE BUDGET

Under conditions which may arise and which could not reasonably have been foreseen in the normal process of planning the budget, the city council may, by a majority vote of the full membership, amend or change the budget to provide for any additional expense in which the general welfare of the citizenry is involved. These amendments shall be by ordinance, and shall become an attachment to the original budget.

Budgetary Considerations

The requested budget amendment totaling $21,000 for line items within the Fire Department is necessary for budgetary compliance for that department in the 2013-2014 fiscal year, and current year revenues are sufficient to cover the additional appropriation.

Staff Recommendations

Staff recommends approval of an ordinance of the City Council of the City of Sachse, Texas, authorizing certain budget amendments pertaining to the fiscal year 2013-2014 budget as a Consent Agenda Item.

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF SACHSE, TEXAS ("CITY"), AUTHORIZING CERTAIN BUDGET AMENDMENTS PERTAINING TO THE FISCAL YEAR 2013-2014 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is required by the City Charter to approve a budget amendment by ordinance and upon approval such amendment shall become an attachment to the original budget; and

WHEREAS, a budget amendment has been prepared for certain appropriations and expenditures in the 2013-2014 Budget and submitted to the City council for approval and a true and correct copy is attached as Exhibit A.

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

SECTION 1. Pursuant to the City Charter requirements of the City of Sachse, Texas, in the year 2013-2014, a Budget Amendment attached as Exhibit A is hereby authorized and approved.

SECTION 2. This Ordinance shall take effect immediately from and after its passage as the law in such cases provides.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas this the _____ day of _____, 2014.

APPROVED:

_____
Mike Felix
Mayor

DULY ENROLLED:

_____
Terry Smith
City Secretary

APPROVED AS TO FORM:

_____
Peter G. Smith
City Attorney
(PGS/05-13-13/61122)

EXHIBIT A

General Fund:

Expenditures:

01-024-51910	**Incident Management Supplies**	**Fire**	**$ 1,000.00**
01-024-53003	**Incident Management Contractual**	**Fire**	**$ 20,000.00**

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

Legislation Details (With Text)

File #:	14-2435	**Version:**	1	**Name:**	CD - ILA DALLAS COUNTY FOOD EST INSP FY15
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	9/9/2014			**In control:**	City Council
On agenda:	9/15/2014			**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 2015 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. The proposed services provided and associated fees are identical to the agreement covering Fiscal Year 2014.

Sponsors:

Indexes:

Code sections:

Attachments: CD -ILA Dallas County Food Establishment FY2015
CD -ILA Dallas County Food Establishment FY2015 Resolution

Date	Ver.	Action By	Action	Result

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 2015 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. The proposed services provided and associated fees are identical to the agreement covering Fiscal Year 2014.

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

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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.

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STATE OF TEXAS	§	**INTERLOCAL AGREEMENT FOR FOOD**
	§	**ESTABLISHMENT INSPECTION AND**
	§	**ENVIRONMENTAL HEALTH SERVICES BETWEEN**
	§	**DALLAS COUNTY, ON BEHALF OF DALLAS**
	§	**COUNTY HEALTH AND HUMAN SERVICES, AND**
COUNTY OF DALLAS	§	**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, 2014 through September 30, 2015 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 Sachse 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 byCity.

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 ofsuch 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 setforth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

COUNTY	CITY OF SACHSE
Zachary Thompson, Director Dallas County Health & Human Svcs. 2377 N. Stemmons Frwy., Suite 600 Dallas, Texas 75207-2710	Billy George, City Manager City of Sachse 3815 Sachse Road, Building B 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 theparties.

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.

<signatures appear on following page>

COUNTY:

BY: Clay Lewis Jenkins
County Judge

DATE: _____

CITY:

BY: Billy George
City Manager

DATE: _____

Recommended:

BY: Zachary Thompson
Director, DCHHS

BY: _____
Title: _____

Approved as to Form*:

CRAIG WATKINS
DISTRICT ATTORNEY

TERESA GUERRA SNELSON
CHIEF, CIVIL DIVISION

BY: Melanie Barton
Assistant District Attorney

Approved as to Form:

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).

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 provides 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 _____, 2014.

CITY OF SACHSE, TEXAS

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

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

Legislation Details (With Text)

File #:	14-2437	**Version:**	1	**Name:**	Staff Briefing: City Secretary
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	9/9/2014			**In control:**	City Council
On agenda:	9/15/2014			**Final action:**	
Title:	Staff Briefing: City Secretary Executive Summary Update on City Secretary's activities.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City Secretary CC presentation 2014.pdf				

Date	Ver.	Action By	Action	Result

Title
Staff Briefing: City Secretary

Executive Summary
Update on City Secretary's activities.

Background
Departmental report on current activities.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Staff briefing, no action is necessary.

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CITY SECRETARY'S OFFICE

TERRY SMITH

Sept.

2014

FUNCTIONS OF OFFICE:

- COORDINATE ELECTIONS
- RECORDS MANAGEMENT
- OPEN RECORDS REQUESTS
- BOARDS & COMMISSIONS APPOINTMENTS

SPECIAL PROJECTS:

- ASSISTED WITH COORDINATION OF CHARTER REVIEW COMMITTEE
- CHAMBER OF COMMERCE LEASE
- LEGISTAR – ELECTRONIC BOARD MEETING PACKETS

Sachse, Texas

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

Legislation Details (With Text)

File #:	14-2422	**Version:** 1	**Name:**	Discuss and Consider the Budget Ordinance for Fiscal Year 2014-2015
Type:	Agenda Item		**Status:**	Agenda Ready
File created:	9/3/2014		**In control:**	City Council
On agenda:	9/15/2014		**Final action:**	

Title: Discuss and Consider an ordinance of the City of Sachse, Texas, adopting the budget for fiscal year beginning October 1, 2014 and ending September 30, 2015; 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.

Executive Summary
Discuss and Consider an Ordinance Adopting the Budget for the Fiscal Year Beginning October 1, 2014 and Ending September 30, 2015.

Sponsors:

Indexes:

Code sections:

Attachments: Budget Cover Page 2014-2015.pdf
Budget Review September 15.pdf
51SACHSE Ordinance Adopting Budget for Fiscal Year 2014-2015.pdf

Date	Ver.	Action By	Action	Result

Title
Discuss and Consider an ordinance of the City of Sachse, Texas, adopting the budget for fiscal year beginning October 1, 2014 and ending September 30, 2015; 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.

Executive Summary
Discuss and Consider an Ordinance Adopting the Budget for the Fiscal Year Beginning October 1, 2014 and Ending September 30, 2015.

Background
In accordance with Section 7.05 of the City Charter, the City held public hearings on the proposed budget of programs and services for the ensuing fiscal years on August 18, 2014 and September 2, 2014. The required "Notices of Public Hearing" were published. In accordance with Section 7.02 of the City Charter, the City Council shall prior to the beginning of the next fiscal year adopt the budget by a favorable majority of the full membership of the

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City Council. Final adoption of the budget by the City Council shall constitute the official appropriations as proposed by the City Manager for the fiscal year beginning October 1, 2014 and ending September 30, 2015. Additionally, the General Fund budget of programs and services shall constitute the basis of the official levy of the property tax as the amount of tax to be assessed and collected for the corresponding tax year.

Policy Considerations
This document sets the financial and operational direction of the City for the next year.

Budgetary Considerations
The proposed tax rate is $0.770819 per $100 of assessed value. The proposed FY 14-15 Budgeted Expenditures are as follows:

General Fund	$12,719,179
Utility Fund	7,794,123
Debt Service Fund	2,958,191
Capital Projects Fund	377,304
Special Revenue Fund	229,500
Impact Fee Fund	885,000
Street Maintenance Tax Fund	282,000
Health Insurance Fund	865,978
Sachsed EDC	586,553
TOTAL	$26,697,828

Staff Recommendations
Staff recommends approval of an ordinance of the City of Sachse, Texas, adopting the budget for the fiscal year beginning October 1, 2014 and ending September 30, 2015; 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.

City of Sachse
Fiscal Year 2014-2015
Budget Cover Page

This budget will raise more revenue from property taxes than last year's budget by an amount of $844,950, which is a 9.19 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $319,369.

The members of the governing body voted on the budget as follows:
FOR:

AGAINST:

PRESENT and not voting:

ABSENT:

Property Tax Rate Comparison

	2014-2015	**2013-2014**
Property Tax Rate:	$0.770819/100	$0.770819/100
Effective Tax Rate:	$0.718590/100	$0.754065/100
Effective Maintenance & Operations Tax Rate:	$0.503751/100	$0.556448/100
Rollback Tax Rate:	$0.771246/100	$0.844138/100
Debt Rate:	$0.211785/100	$0.228125/100

Total debt obligation for City of Sachse secured by property taxes: $2,958,191

PROPOSED BUDGET OVERVIEW FY 2014-2015

September 15, 2014

RECAP OF 2015 BUDGET PROCESS

- June 2—Early Citizen Input
- June 16—Work session to discuss preliminary budget
- July 12—Saturday Budget Workshop
- August 4—Accept Certified Tax Rolls and Proposed Budget, set proposed tax rate, schedule public hearings, place action item on September 15 agenda, discuss budget
- August 18—Conduct public hearings on budget and tax rate, discuss proposed budget
- September 2-Conduct public hearings on budget and tax rate, discuss proposed budget

Budget Calendar (remaining)

September 15	Regular City Council meeting to include adopting tax rate and budget (including SEDC Budget); vote to adopt budget and tax rate must be record votes.
October 1	New fiscal year begins
Oct. 1-Nov. 30	Budget document finalized and printed for distribution

CERTIFIED ROLLS

TRUTH-IN-TAXATION
Texas Property Tax
Chapter 26 of Property Tax Code

	2013 Tax Roll (as adjusted)	2014 Certified Tax Rolls	Change in Values from Prior Year	Change
Property Value				
Market Values	**1,405,088,058**	**1,531,964,234**	**126,876,176**	*9.03%*
Collin County	507,375,348	559,878,404	52,503,016	*10.35%*
Dallas County	897,712,710	972,085,830	74,373,120	*8.28%*
Taxable Values	**1,300,626,676**	**1,424,592,045**	**123,965,369**	***9.53%***
Collin County	479,919,726	535,956,193	56,036,467	*11.68%*
Dallas County	820,706,950	888,635,852	67,928,902	*8.28%*
New Construction Values	**32,986,870**	**41,432,452**	**8,445,582**	***25.60%***
Collin County	10,288,604	17,176,696	6,908,092	*67.14%*
Dallas County	22,698,266	24,235,756	1,537,490	*6.77%*
Average Single Family Home Value	**169,008**	**177,186**	**8,177**	***4.84%***
Collin County	205,432	216,928	11,496	*5.60%*
Dallas County	154,819	161,639	6,820	*4.41%*

TRUTH IN TAXATION

TRUTH-IN-TAXATION
Texas Property Tax
Chapter 26 of Property Tax Code

	2013Tax Roll (as adjusted)	2014 Certified Tax Rolls	Change in Values from Prior Year	Change
Current / Proposed Tax Rate	**0.770819**	**0.770819**	**$0.00000**	***0.00%***
Debt Rate	0.228125	0.211785	($0.01634)	*-7.16%*
Operations & Maintenance	0.542694	0.559034	$0.01634	*3.01%*
Total Tax Revenue	**$9,890,464**	**$10,830,869**	**$891,708**	***9.02%***
Debt	2,927,097	2,975,816	48,719	*1.66%*
Operations	6,870,103	7,713,092	842,989	*12.27%*
TIF	93,264	141,961	48,697	52.21%
1¢ on the tax rate (equivalent)	**$128,311**	**$140,511**	**$12,200**	***9.51%***
Amount of taxes imposed at the proposed tax rate	**$10,025,478**	**$10,830,869**	**$805,391**	***8.03%***

EFFECTIVE / ROLLBACK TAX RATES

TRUTH-IN-TAXATION
Texas Property Tax
Chapter 26 of Property Tax Code

	2013	2014
Effective Tax Rate (ETR)	**0.754065**	**0.718590**
Rollback Tax Rate (RTR)	**0.844138**	**0.771246**
Proposed Tax Rate	**0.770819**	**0.770819**

COMPENSATION PROPOSAL

- Continue Phase-in of Public Safety Step Plan
  - Single year limit of 2 step increase
  - 3% increase to all steps
  - Employees already at top tier would be eligible for one-time payment up to 3%(merit)
  - Employees already in the correct step would receive appropriate step increase on anniversary date
- Dispatch Staff
  - Increase entry level 15.2%
  - Existing staff adjusted according to tenure
- All Others
  - Eligible for up to 3% Merit on anniversary

SUPPLEMENTALS-RECOMMENDED

Department	Description	Amount
Human Resources	Compensation Study	$35,000
Human Resources	Wellness Plan	8,000
Finance	Reclass IT Coordinator to System Admin	12,499
Finance	Offsite Backup Services	7,636
Court	Electronic Citation Software and Equipment(Court Technology Funds)	19,317
Parks & Rec	2015 Ford F350 replacing 1999 Chevy	26,000
Parks & Rec	2 Picnic tables at Stone Park	2,510
Library	Summer Reading Program currently sponsored by Friends of the Library	4,200

SUPPLEMENTALS-RECOMMENDED

Department	Description	Amount
Comm. Dev.	Unfreeze Combination Building Inspector	53,597
Comm. Dev.	Reclassify Position to Part-Time	-33,826
Facilities	Generator at Animal Shelter	$31,300
Facilities	Add Generators to Maint. Program	3,500
Facilities	Hang and Remove Holiday Lights	6,630
Police	2 Police Officers	136,348
Police	2 PPV Patrol Vehicles	70,000
Police	Nixle 360 Service	10,311
Police	Livescan Fingerprint Machine	20,000
Police	2 GETAC S400 Computers	7,200

SUPPLEMENTALS-RECOMMENDED

Department	Description	Amount
Fire	SCBA	$29,000
Fire	Operations Captain	94,231
Capital	Installment for P25 Radio Conversion	300,000
	TOTAL CITY MANAGER RECOMMENDED	$843,453
	General Fund	824,136
	Special Revenue Fund	19,317

OVERVIEW – GENERAL FUND

REVENUE

2013-2014 Budget	$11,693,010
2014-2015 Proposed Budget	$12,822,525

OVERVIEW – GENERAL FUND

REVENUE BY SOURCE

Property Taxes	$7,700,541
Sales Tax	$1,184,444
Franchise Fees	$1,486,816
Licenses and Permits	$ 527,220
Fees	$ 614,027
Fines	$ 250,000
Interest	$ 5,000
Allocated Overhead	$ 899,864
Miscellaneous	$ 154,613

OVERVIEW - GENERAL FUND

EXPENDITURES

2013-2014 Budget	$11,623,750
2014-2015 Proposed Budget	$12,719,179

Proposed Budget Expenditure Summary
2014-2015 Fiscal Year

	FY 13-14Budget	FY 14-15 Proposed	Change
GENERAL FUND			
City Manager	316,601	345,708	29,107
City Secretary	161,036	169,012	7,976
Human Resources	238,777	292,304	53,527
Finance	488,373	552,435	64,062
Municipal Court	171,190	185,400	14,210
Parks & Recreation	778,069	899,087	121,018
Senior Programs	106,526	115,061	8,535
Library Services	295,001	327,083	32,082
Community Development	612,652	677,969	65,317
Streets & Drainage	1,060,526	1,057,273	-3,253
Facilities Maintenance	319,638	389,947	70,309
Police	3,165,608	3,808,914	643,306
Animal Control	154,026	177,471	23,445
Fire/EMS	2,274,839	2,869,257	594,418
Combined Services	1,217,006	561,690	-655,316
Engineering	263,883	290,568	26,685
	11,623,751	12,719,179	1,095,428

SUMMARY GENERAL FUND

Proposed Revenue	$12,822,525
Proposed Expenditures with Compensation Adjustment and Supplemental Requests	($12,719,179)
Revenues over Expenditures	$103,346

SUPPLEMENTALS

Utility Fund

		ITEMS	FUNDS
Utility Billing	CR-1901 Check Imaging Scanner	1	$3,168
Water Operations	Replacement Truck	1	25,100
Meter Services	2014 Toyota Tacoma	1	18,125
REQUESTED		3	$46,393
FUNDED		3	$46,393

OVERVIEW - UTILITY FUND

REVENUE

2013-2014 Budgeted Revenue	$7,321,991
2014-2015 Proposed Revenue	$8,018,059

OVERVIEW - UTILITY FUND

REVENUE BY SOURCE

Water	$4,135,178
Sewer	$3,712,681
Fees and Charges	$ 168,200
Interest	$ 2,000

OVERVIEW - UTILITY FUND

EXPENDITURES

2013-2014 Budget	$7,392,316
2014-2015 Proposed Budget	$7,794,123

Proposed Budget Expenditure Summary
2014-2015 Fiscal Year

	FY 13-14 Budget	FY 14-15 Proposed	Change
Utility Fund			
Utility Administration	268,754	262,207	-6,547
Water Operations	3,990,717	4,252,456	261,739
Sewer Operations	3,006,735	3,061,482	54,747
Meter Reading	126,110	217,977	91,867
	7,392,316	7,794,122	401,806

SUMMARY UTILITY FUND

Proposed Revenue	$8,018,059
Proposed Expenditures with Compensation Adjustment and Supplemental Requests	($7,794,122)
Revenues over Expenditures	$223,937

OVERVIEW - SEDC

REVENUE

2013-2014 Budget	$ 437,296
2014-2015 Proposed Budget	$ 590,722

OVERVIEW - SEDC

REVENUE BY SOURCE

Sales Tax	$ 583,222
Interest	$ 7,500

OVERVIEW - SEDC

EXPENDITURES

2013-2014 Budget	$ 507,757
2014-2015 Proposed Budget	$ 586,553

CAPITAL BUDGET SUMMARY

CATEGORY	AMOUNT
Street Projects	904,304
Water Projects	983,210
Sewer Projects	2,500,000
Equipment—Digital Radio Conversion	300,000
TOTAL	$4,687,514

CAPITAL FUNDING SUMMARY

FUNDING SOURCE	AMOUNT
Street Maintenance Tax	282,000
Roadway Impact Fees	245,000
General Fund	300,000
General Capital Project Funds	220,000
RCC	100,000
Water and Sewer Impact Fees	640,000
TIF/EDC Grant/Loan	2,500,000
Community Development Block Grant	57,304
Developer Funding	343,210
TOTAL	$4,687,514

COMBINED BUDGET SUMMARY

FUND	REVENUE	EXPENDITURES
GENERAL	12,822,525	12,719,179
UTILITY	8,018,059	7,794,123
DEBT SERVICE	2,965,558	2,958,191
CAPITAL PROJECTS		377,304
SPECIAL REVENUE	86,300	229,500
IMPACT FEES	254,000	885,000
STREET MAINT TAX	291,811	282,000
HEALTH INSURANCE	865,978	865,978
SEDC	590,722	586,553
TOTAL	25,894,953	26,697,828

THIS CONCLUDES OUR 2014-2015 BUDGET OVERVIEW

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, ADOPTING THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; 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.

WHEREAS, an annual budget for the fiscal year beginning October 1, 2014, and ending September 30, 2015, has been duly created by the financial office of the City of Sachse, Texas, in accordance with Chapter 102.002 of the Local Government Code; and

WHEREAS, as required by Section 7.02 of the City Charter, the City Manager has prepared and submitted to the City Council a proposed budget reflecting financial policies for the year and forecasting revenues and expenditures for conducting the affairs of the City and providing a complete financial plan for the fiscal year beginning October 1, 2014, and ending September 30, 2015; and

WHEREAS, as required by Section 7.04 of the City Charter, the proposed budget has been filed with the office of the City Secretary and the proposed budget was made available for public inspection in accordance with Chapter 102.005 of the Local Government Code and Section 7.04 of the City Charter; and

WHEREAS, a public hearing was held by the City in accordance with Chapter 102.006 of the Local Government Code and Section 7.05 of the City Charter, following due publication of notice thereof, at which time all citizens and parties of interest were given the opportunity to be heard regarding the proposed budget; and

WHEREAS, after full and final consideration, it is the opinion of the Sachse City Council that the 2014-2015 fiscal year budget as hereinafter set forth should be adopted.

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

SECTION 1. That the proposed budget of the revenue and expenditures necessary for conducting the affairs of the City of Sachse, Texas for the fiscal year beginning October 1, 2014, and ending September 30, 2015, as submitted to the City Council by the City Manager, attached hereto as Exhibit "A", be and the same is hereby adopted as the budget of the City of Sachse for the fiscal year beginning October 1, 2014 and ending September 30, 2015.

SECTION 2. That the expenditures during the fiscal year beginning October 1, 2014, and ending September 30, 2015, shall be made in accordance with the budget approved by this resolution unless otherwise authorized by a duly enacted resolution of the City of Sachse, Texas.

SECTION 3. That all budget amendments and transfers of appropriations budgeted from one account or activity to another within any individual activity for the fiscal year 2013 – 2014 are hereby ratified, and the budget approval for fiscal year 2013 – 2014, heretofore enacted by the City Council, be and the same is hereby amended to the extent of such transfers and amendments for all purposes.

SECTION 4. All ordinances of the City of Sachse, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 5. 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 6. This Ordinance shall take effect immediately from and after its passage as the law in such cases provides.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas this the _____ day of _____, 2014.

APPROVED:

_____
Mike Felix
Mayor

DULY ENROLLED:

_____
Terry Smith
City Secretary

APPROVED AS TO FORM:

_____
Peter G. Smith
City Attorney
(09-11-14/68138)

City of Sachse

Budget Fiscal Year Beginning October 1, 2014

Exhibit "A"

Funds	Operating Budget	Capital Budget	Proposed Budget
General	12,419,179	300,000	12,719,179
Utility	7,794,123		7,794,123
Debt Service	2,958,191		2,958,191
Capital Projects Fund		377,304	377,304
Special Revenue	229,500		229,500
Impact Fee Fund		885,000	885,000
Street Maintenance Tax Fund		282,000	282,000
Health Insurance Fund	865,978		865,978
Economic Development Corporation	586,553		586,553
Total	$ 24,853,524	$ 1,844,304	$ 26,697,828

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

Legislation Details (With Text)

File #:	14-2436	**Version:** 1	**Name:**	Motion to Ratify Property Tax Increase
Type:	Agenda Item		**Status:**	Agenda Ready
File created:	9/9/2014		**In control:**	City Council
On agenda:	9/15/2014		**Final action:**	

Title: Motion to ratify the property tax increase in the budget for Fiscal Year 2014-2015.

Executive Summary
According to Texas Local Government Code Section 102.007, "Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code, or other law."

Sponsors:

Indexes:

Code sections:

Attachments: Budget Cover Page 2014-2015.pdf

Date	Ver.	Action By	Action	Result

Title
Motion to ratify the property tax increase in the budget for Fiscal Year 2014-2015.

Executive Summary
According to Texas Local Government Code Section 102.007, "Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate required by Chapter 26, Tax Code, or other law."

Background
The Proposed 2014-2015 Fiscal Year Budget calls for $844,950 more in property taxes than the previous year's budget.

Policy Considerations
This action is a required step in adoption of the Budget and Tax Rate.

Budgetary Considerations
None.

Staff Recommendations
Staff recommends approval of a motion to ratify the property tax increase in the budget for

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Fiscal Year 2014-2015.

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

Legislation Details (With Text)

File #:	14-2426	**Version:**	1	**Name:**	Discuss and Consider 2015 Tax Levy Ordinance
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	9/4/2014			**In control:**	City Council
On agenda:	9/15/2014			**Final action:**	

Title: Discuss and consider an ordinance of the City of Sachse, Texas levying ad valorem taxes for the year 2014 (Fiscal Year 2014-2015) at a rate of $0.778019 per one hundred dollars ($100) assessed valuation on all taxable property within the corporate limits of the City of Sachse as of January 1, 2014, 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.

Executive Summary
Discuss and consider an Ordinance adopting the tax rate and levying the ad valorem taxes for the fiscal year beginning October 1, 2014 and ending September 30, 2015.

Sponsors:

Indexes:

Code sections:

Attachments: Sachse Ordinance Ad Valorem Taxes for Fiscal Year 2014-2015.pdf

Date	Ver.	Action By	Action	Result

Title

Discuss and consider an ordinance of the City of Sachse, Texas levying ad valorem taxes for the year 2014 (Fiscal Year 2014-2015) at a rate of $0.778019 per one hundred dollars ($100) assessed valuation on all taxable property within the corporate limits of the City of Sachse as of January 1, 2014, 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.

Executive Summary

Discuss and consider an Ordinance adopting the tax rate and levying the ad valorem taxes for the fiscal year beginning October 1, 2014 and ending September 30, 2015.

Background

Two public hearings have been conducted on the proposed Fiscal Year 2014-2015 tax rate in "good faith" to comply with Chapter 26 of the State Property Tax Code. The public hearings were advertised and held on August 18th and September 2nd. The purpose of this agenda item is for City Council to consider adopting a Tax Rate Ordinance assessing a levy against all taxable properties in the City of Sachse for the purpose of raising revenue to provide payment of current operational expenses and current debt obligations. The tax rate is comprised of two components as follows:

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	FY 2013-2014	FY 2014-2015
Debt Servce (I&S)	$0.228125	$0.211785
Operations (M&O)	$0.542694	$0.559034
TOTAL	$0.770819	$0.770819

This year's tax levy to fund maintenance and operations expenditures exceeds last year's maintenance and operations tax levy, and the proposed tax rate, though unchanged from the previous year, does exceed the calculated effective tax rate for 2014 and requires specific language in the adoption of the rate which identifies the rate as an *effective* tax increase.

Budgetary Considerations
The property tax rate is sufficient to cover typical general purpose operational expenditures such as public safety and the City's bonded deb service payments due in Fiscal Year 2014-2015.

Staff Recommendations
City staff recommends approval of an Ordinance of the City of Sachse, Texas levying ad valorem taxes for the year 2014 (Fiscal Year 2014-2015) at a rate of $0.770819 per one hundred dollars assessed valuation on all taxable property within the corporate limits of the City of Sachse as of January 1, 2014, 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.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, LEVYING AD VALOREM TAXES FOR THE YEAR 2014 (FISCAL YEAR 2014 - 2015) 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, 2014, 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.

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

SECTION 1. There is hereby levied for the tax year 2014 on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Sachse, Texas, and not exempt by the Constitution of the State and valid State laws, a tax of $0.770819 on each One Hundred Dollars ($100) assessed valuation of taxable property, and shall be, apportioned and distributed as follows:

(a) For the purpose of defraying the current expenditures of the municipal government of the City of Sachse, a tax of $0.559034 on each and every One Hundred Dollars ($100) assessed value on all taxable property; and

(b) For the purpose of creating a sinking fund to pay the interest and principal maturities of all outstanding debt of the City of Sachse, not otherwise provided for, a tax of $0.211785 on each One Hundred Dollars ($100) assessed value of taxable property within the City of Sachse, and shall be applied to the payment of interest and maturities of all such outstanding debt of the City.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 10.97 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATION ON A $100,000 HOME BY APPROXIMATELY $16.00.

SECTION 2. All ad valorem taxes shall become due and payable on October 1, 2014, and all ad valorem taxes for the year shall become delinquent if not paid prior to February 1, 2015. There shall be no discount for payment of taxes prior to February 1, 2015. A delinquent tax shall incur all penalty and interest authorized by law, to wit:

(a) A penalty of six percent on the amount of the tax for the first calendar month it is delinquent, plus one percent for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.

(b) Provided, however, a tax delinquent on July 1, 2015, incurs a total penalty of twelve percent of the amount of delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at the rate of one percent for each month or portion of a month the tax remains unpaid. Taxes for the year 2014 and taxes for all future years that become delinquent on or after February 1 but not later than May 1, that remain delinquent on July 1 of the year in which they become delinquent, incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and 33.07, as amended. Taxes assessed against tangible personal property for the year 2014 and for all future years that become delinquent on or after February 1 of a year incur an additional penalty on the later of the date the personal property taxes become subject to the delinquent tax attorney's contract, or 60 days after the date the taxes become delinquent, such penalty to be in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 33.11. Taxes for the year 2014 and taxes for all future years that remain delinquent on or after June 1 under Texas Property Tax Code Sections 26.07(f), 26.15(e), 31.03, 31.031, 31.032 or 31.04 incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and Section 33.08, as amended.

SECTION 3. The taxes are payable at the Dallas County Tax Office if the property is located in Dallas County; or, at the Collin County Tax Office if the property is located in Collin County.

SECTION 4. The City shall have available all the rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

SECTION 5. The tax roll as presented to the City Council, together with any supplements thereto, be and the same are hereby approved.

SECTION 6. 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 7. All ordinances of the City of Sachse, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 8. This ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas this the _____ day of _____, 2014.

APPROVED:

_____

Mike Felix
Mayor

DULY ENROLLED:

_____

Terry Smith
City Secretary

APPROVED AS TO FORM:

_____

Peter G. Smith
City Attorney

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

Legislation Details (With Text)

File #:	14-2428	**Version:**	1	**Name:**	Ordinance Amending Solid Waste
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	9/8/2014			**In control:**	City Council
On agenda:	9/15/2014			**Final action:**	

Title: Consider an ordinance of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 6 titled, "Health and Sanitation" by amending Section 6-11 titled "Solid Waste Regulations" by removing Subsection "A" titled "Rate Schedule" so as to set forth solid waste rates for residential service in the master fee schedule.

Executive Summary
The current contract for solid waste services with Republic Services states that the fee structure will include a "base rate adjustment for CPI, and Disposal..." and that "any proposed increase will be subject to City Council approval and any justifiable increase shall not be unreasonably withheld." The current rates have been in effect since October 1, 2012. The requested increase to take effect on October, 1, 2014 is 1.2% and incorporates a CPI adjustment and no increase in landfill disposal cost.

Sponsors:

Indexes:

Code sections:

Attachments: Republic Rate Increase Request 2014.pdf
51SACHSE Rev Ordinance Amending Chapter 6 Removing Solid Waste Charges to Master Fee

Date	Ver.	Action By	Action	Result

Title
Consider an ordinance of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 6 titled, "Health and Sanitation" by amending Section 6-11 titled "Solid Waste Regulations" by removing Subsection "A" titled "Rate Schedule" so as to set forth solid waste rates for residential service in the master fee schedule.

Executive Summary
The current contract for solid waste services with Republic Services states that the fee structure will include a "base rate adjustment for CPI, and Disposal..." and that "any proposed increase will be subject to City Council approval and any justifiable increase shall not be unreasonably withheld." The current rates have been in effect since October 1, 2012. The requested increase to take effect on October, 1, 2014 is 1.2% and incorporates a CPI adjustment and no increase in landfill disposal cost.

Body
FISCAL IMPACT:

Residential Service	**Proposed Rate**	**Current Rate**	**ChangePercent Change**

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Solid Waste	7.37	7.31	0.06	0.8%
Recycling	2.45	2.43	0.02	0.8%
Bulk	2.87	2.86	0.01	0.3%
Admin Fee	0.26	0.26	0.00	0.0%
Franchise Fee	0.50	0.50	0.00	0.0%
Sales Tax	1.08	1.07	0.01	0.9%
Total Billing	14.53	14.43	0.10	0.7%
Extra Poly Cart	6.39	6.34	0.05	0.8%

This fee structure is currently outlined within Chapter 6, Health and Sanitation, Section 6-11A Solid Waste Regulations. The proposed rates will be added to the Master Fee Schedule effective October 1, 2014; a separate action item to approve a Resolution amending the Master Fee Schedule is on the current agenda.

Policy Considerations
To provide franchise solid waste and recycling services to the citizens of Sachse.

Budgetary Considerations
The solid waste and recycling costs are pass-through charges and are remitted to Republic Services on a monthly basis. Remuneration is based on monthly billings. The franchise fees and administrative fees for billing services are retained by the City and are budgeted as revenue. The budgeted franchise fees for solid waste for FY2015 are $44,254. There is no proposed increase to the administration fee or franchise fee.

Staff Recommendations
Staff recommends approval of an ordinance of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 6 titled, "Health and Sanitation" by amending Section 6-11 titled "Solid Waste Regulations" by removing Subsection "A" titled "Rate Schedule" so as to set forth solid waste rates for residential service in the master fee schedule.

RECEIVED AUG 2 0 REC'D

REPUBLIC SERVICES

August 19, 2014

Billy George
City Manager
City of Sachse
3815 Sachse Rd
Sachse, Texas 75048

Dear Mr. George:

Allied Waste Services is pleased to be the provider of solid waste and recycling services to the City of Sachse and appreciates your patronage. We enjoy working with community and look forward to continuing our partnership in the years to come.

This letter is to notify you of the annual CPI-U rate adjustment for your city. The most recent copy of the Consumer Price Index for the Dallas area indicates an increase of 1.2%. In addition there has been no landfill increase in Dec 2013, this would be a combined rate adjustment of $0.10 per month per household. The following page details our calculations of the increase, with a requested effective date of October 1, 2014.

We hope that you will agree that our service provides your community with superior quality solid waste and recycling collection. We look forward to our continued partnership.

Sincerely,

Rick Bernas
Municipal Services Manager

CITY OF SACHSE

					100.83%		
CPI			Current		New		
June 2014	$ 219.54	Trash	$ 7.31		$ 7.37		
June 2013	$ 216.98	Recycle	$ 2.43		$ 2.45		
change	2.56	Bulk	$ 2.85		$ 2.87	$ 12.69	
% change	1.18%		12.59		12.69	0.10	inc/hme
Cost Factor	70.00%						
Net Increase	**0.83%**	Extra cart					
			$ 6.34		$ 6.39		
Disposal							
Dec 2011	$ 27.50						
Dec 2010	$ 27.50	Comml H/C	**24.62**		24.82		
change	0.00	Extra	$ 10.57		10.66		
% change	0.00%						
Cost Factor	30.00%						
Net Increase	0.00%						
Total Increase	**0.83%**						

CITY OF SACHSE
RATE SCHEDULE
EFFECTIVE OCTOBER 1, 2014

RESIDENTIAL		
Solid Waste: 1 x week	**$ 7.37**	
Recycle: Every other week	**$ 2.45**	Total
Brush & Bulk: 1 x mth limit of 12 cu yards	**$ 2.87**	$ 12.69
special p/u $95/hr one hour minimum		
Extra Trash Cart	**$ 6.39**	
Extra Recycle Cart	**$0.00**	
Commercial Cart	**$ 24.82**	
Extra Cart	**$ 10.66**	
Replacement cost for cart: Lost, stolen or destroyed	**$ 75.00**	
Free Service provided to city facilities	**N/C**	
10 - 30yd rolloff provided three times per year for cleanups	**N/C**	
Christmas tree recycling picked up two times during a 2 week period	**N/C**	

Commercial and Industrial : Open Market

City to charge administrative and franchise fees

Southwest Consumer Price Index Indicators

CPI for All Urban Consumers (CPI-U): U.S. City Average, Dallas-Fort Worth, and Houston-Galveston-Brazoria, July 2013
(1982-84=100 unless otherwise noted) (PDF format : not updated until mid-morning on release day)

Item and group	U.S. City Average				Dallas-Fort Worth				Houston-Galveston-Brazoria			
	Index	Percent change			Index	Percent change			Index	Percent change		
	Jul 2013	12-month	1-month	2-month	Jul 2013	12-month	1-month	2-month	Jul 2013	12-month	1-month	2-month
All items	233.596	2.0	0.0	0.3	216.979	2.7		0.6				
Food and beverages	236.957	1.5	0.1	0.2	242.515	2.5		0.1				
Food	237.001	1.4	0.1	0.2	236.802	2.3		0.1				
Food at home	233.591	1.0	0.0	0.1	215.796	1.6	0.5	-0.1	215.939	0.4	0.3	1.3
Food away from home	243.409	2.1	0.2	0.3	269.549	3.2		0.4				
Alcoholic beverages	235.022	1.7	0.2	0.3	321.384	5.3		0.4				
Housing	228.374	2.3	0.1	0.7	189.249	2.1		0.2				
Shelter	263.451	2.3	0.2	0.4	198.296	2.0	0.3	0.1	221.162	4.6	0.1	0.3
Rent of primary residence (1)	267.482	2.8	0.2	0.3	203.403	2.1	0.3	0.3	209.979	4.3	-0.1	0.4
Owners' equivalent rent of residences (1) (2)	270.537	2.2	0.2	0.3	214.577	2.3	0.3	0.3	205.177	4.0	-0.1	0.0
Owners' equivalent rent of primary residence (1) (2)	270.511	2.2	0.2	0.3	214.577	2.3	0.3	0.3	205.177	4.0	-0.1	0.0
Fuels and utilities	230.899	4.3	0.2	2.7	227.065	7.1		1.9				
Household energy	200.010	4.2	0.0	3.3	216.890	8.2	-0.9	2.4	165.413	15.4	0.1	0.3
Energy services (1) (3)	202.087	4.3	0.0	3.5	212.809	8.3	-0.9	2.5	162.478	15.7	0.1	0.3
Electricity (1)	209.538	3.1	0.4	5.0	206.964	7.9	-1.2	1.8	158.537	12.1	0.2	0.1
Utility (piped) gas service (1)	177.356	8.8	-1.2	-1.0	188.108	11.0	1.3	8.4	168.502	36.5	0.0	1.2
Household furnishings & operations	124.793	-1.0	-0.5	-0.4	132.745	-2.7		-1.3				
Apparel	124.215	1.6	-1.6	-2.9	115.845	6.2		1.9				
Transportation	219.992	2.7	0.0	0.3	232.225	5.8		2.5				
Private transportation	214.964	2.6	0.1	0.4	235.221	6.2		3.0				
Motor fuel	311.757	5.1	-0.4	0.1	324.425	7.5	2.0	1.9	304.884	6.2	2.5	1.3
Gasoline (all types)	310.886	5.2	-0.4	0.2	322.707	7.6	2.0	1.9	305.261	6.3	2.6	1.4
Medical care	424.836	1.9	0.1	0.5	381.742	0.6		0.6				
Recreation (4)	115.384	0.4	0.0	-0.2	111.775	1.5		1.2				
Education and communication (4)	135.334	1.3	0.2	0.1	138.898	0.3		-1.6				
Other goods and services	401.454	1.5	0.3	0.4	371.983	1.4		-0.5				
SPECIAL INDEXES (CPI-U)												
Energy	251.370	4.7	-0.2	1.4	271.021	7.8	0.8	2.1	231.124	9.5	1.6	0.9
All items less shelter	224.563	1.8	0.0	0.2	226.293	3.0		0.8				
All items less food and energy	233.792	1.7	0.1	0.1	211.993	2.0		0.5				
All items (1967 = 100)	699.751				680.652							
CPI FOR URBAN WAGE EARNERS AND CLERICAL WORKERS (CPI-W)												
All items	230.084	2.0	0.0	0.3	223.710	3.2		0.9				
All items (1967 = 100)	685.350				689.846							

Footnotes
(1) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.
(2) Index on a December 1982=100 base.
(3) This index series was formerly titled Gas (piped) and electricity.
(4) Index on a December 1997=100 base.

Note: The Consumer Price Index (CPI) measures changes in prices of all goods and services purchased for consumption by urban households. The indexes for food at home, energy, and shelter are compiled monthly for Dallas-Fort Worth and Houston. Full surveys, which produce the All Items Indexes and major components, are compiled every two months. These full surveys are published for the odd-numbered months for Dallas-Fort Worth and for the even-numbered months for Houston.

Southwest CPI Indicators: Previous Issues

Return to Southwest Economic Summary menu

Schedule of Upcoming Releases for the Consumer Price Index

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 6 TITLED "HEALTH AND SANITATION" BY AMENDING SECTION 6-11 TITLED "SOLID WASTE REGULATIONS" BY REMOVING SUBSECTION "A" TITLED "RATE SCHEDULE" SO AS TO SET FORTH SOLID WASTE RATES FOR RESIDENTIAL SERVICE IN THE MASTER FEE SCHEDULE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Sachse, Texas, desires to amend the Code of Ordinances to remove the rates charged for solid waste regulations so as to set forth solid waste rates for residential service in the Master Fee Schedule;

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

SECTION 1. That the City of Sachse Code of Ordinances is amended by amending Chapter 6 titled "Health and Sanitation" by amending Section 6-11 titled "Solid Waste Regulations", to read as follows:

"Chapter 6

HEALTH AND SANITATION

. . .

Sec. 6-11. Solid waste regulations.

A. Rate schedule. Each residential user of the city's waterworks systems shall be charged a monthly rate for the collection of solid waste materials as set forth in the city's Master Fee Schedule.

. .. "

SECTION 2. That all ordinances of the City of Sachse, Dallas County, Texas, in conflict with the provisions of this ordinance be, and the same are hereby repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 4. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Ordinances of the City of Sachse, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. That this ordinance shall take effect immediately from and after its passage, and publication of the caption, as the law and charter in such cases provide.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas, this the ____ day of _____, 2014.

APPROVED:

_____
Mike Felix
Mayor

DULY ENROLLED:

_____
Terry Smith
City Secretary

APPROVED AS TO FORM:

_____
Peter G. Smith
City Attorney
(09-12-14/68142)

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

Legislation Details (With Text)

File #:	14-2430	**Version:**	1	**Name:**	Add solid waste to master fee schedule
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	9/8/2014			**In control:**	City Council
On agenda:	9/15/2014			**Final action:**	

Title: Consider a Resolution of the City Council of the City of Sachse, Texas, amending the master fee schedule by adopting solid waste rates for residential service.

Executive Summary
The current contract for solid waste services with Republic Services states that the fee structure will include a "base rate adjustment for CPI, and Disposal..." and that "any proposed increase will be subject to City Council approval and any justifiable increase shall not be unreasonably withheld." The current rates have been in effect since October 1, 2012. Because of the annual adjustment provided in the contract, staff has recommended removing the actual charges from the body of the Ordinance and including as a section of the master fee schedule.

Sponsors:

Indexes:

Code sections:

Attachments: Republic Rate Increase Request 2014.pdf
51RevisedSACHSE Resolution Amending Master Fee Scheduled Re Solid Waste Rates.pdf

Date	Ver.	Action By	Action	Result

Title
Consider a Resolution of the City Council of the City of Sachse, Texas, amending the master fee schedule by adopting solid waste rates for residential service.

Executive Summary
The current contract for solid waste services with Republic Services states that the fee structure will include a "base rate adjustment for CPI, and Disposal..." and that "any proposed increase will be subject to City Council approval and any justifiable increase shall not be unreasonably withheld." The current rates have been in effect since October 1, 2012. Because of the annual adjustment provided in the contract, staff has recommended removing the actual charges from the body of the Ordinance and including as a section of the master fee schedule.

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

Policy Considerations
None.

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Budgetary Considerations
The fees as outlined are pass-through costs, with the exception of franchise and administrative costs, which are not being adjusted at this time.

Staff Recommendations
Staff recommends approval of a Resolution of the City Council of the City of Sachse, Texas, amending the master fee schedule by adopting solid waste rates for residential service.

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AMENDING THE MASTER FEE SCHEDULE BY ADOPTING SOLID WASTE RATES FOR RESIDENTIAL SERVICE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend the Master Fee Schedule adopted by Resolution No. 3433, as provided herein.

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

SECTION 1. That the Master Fee Schedule adopted by Resolution No. 3433 is hereby amended by adopting solid waste rates for residential service, as set forth in the attached Exhibit "A".

SECTION 2. This Resolution shall take effect on October 1, 2014.

DULY PASSED and approved by the City Council of the City of Sachse, Texas, on this the _____ day of _____, 2014.

CITY OF SACHSE, TEXAS

_____

Mike Felix, Mayor

ATTEST:

_____

Terry Smith, City Secretary

EXHIBIT "A"

SOLID WASTE

SOLID WASTE	
Residential	
Trash Collection	$7.37
Recycle Collection	$2.45
Bulk Collection	$2.87
Residential Franchise Fees	$0.50
Additional Polycart	$6.39
Administrative Fee	$0.26
Polycart replacement Fee	$75.00
Individual Bulk collection (Billed direct to customer)	$95.00

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

Legislation Details (With Text)

File #:	14-2439	**Version:** 1	**Name:**	Benefits Consulting Resolution	
Type:	Agenda Item		**Status:**	Agenda Ready	
File created:	9/10/2014		**In control:**	City Council	
On agenda:	9/15/2014		**Final action:**		

Title: Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement, by and between the City of Sachse and IPS Advisors to provide employee benefit consulting/broker services for city employees.

Executive Summary
After receiving direction from City Council in August 2014, the City of Sachse requested proposals for Employee Benefit Advisory/Patient Advocate Services. The purpose of this item is to present staff findings and to make a recommendation.

Sponsors:

Indexes:

Code sections:

Attachments:
- 51SACHSE Resolution Approving Agreement IPS Advisors67996
- Benefits Broker City Council Presentation 2014
- RFP short comparison
- RFP Ranking Score Sheet
- IPS Company Info
- 2014 Consulting Agreement - Sachse Unsigned

Date	Ver.	Action By	Action	Result

Title
Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement, by and between the City of Sachse and IPS Advisors to provide employee benefit consulting/broker services for city employees.

Executive Summary
After receiving direction from City Council in August 2014, the City of Sachse requested proposals for Employee Benefit Advisory/Patient Advocate Services. The purpose of this item is to present staff findings and to make a recommendation.

Background
Municipal entities such as the City of Sachse employ a Benefits Broker/Consulting Firm to perform services related to the design, bidding process and overall administration of medical, dental, vision, life, prescription, disability, wellness, patient advocacy, compliance and voluntary benefits.

Brinson Benefits has been providing Benefits Broker/Consulting services to the City of Sachse since 2003. In order to ensure the City of Sachse is receiving optimal services from

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our benefit consultants at a competitive price, staff submitted a Request for Proposals for Broker/Consulting services. The Request for Proposals was advertised in the Dallas Morning News and was posted on the City of Sachse website in addition to being emailed out to several vendors. The City received proposals from the following companies: Brinson Benefits, Higginbotham, Holmes Murphy, IMA and IPS Advisors, Inc. All five bids were reviewed and scored and the top three vendors were then invited to interview with a staff committee.

After reviewing the bids in detail and conducting the vendor interviews, staff has the opinion that IPS Advisors had the best overall bid for Employee Benefit Consulting/Broker Services. IPS submitted the lowest consulting bid price at $27,500, which also includes $1,000 for travel expenses to the City during the initial 2-year agreement. This price includes Patient Advocacy services in addition to providing COBRA administration.

IPS brings strategy and innovation by providing the following:

Experience/Market Leverage - IPS Advisors provides Health and Welfare Consulting and Plan Management services for over 27 public entities across the state including municipalities, counties, and state government agencies. The average tenure of their public clients is currently eight years. Additionally, IPS currently has over 300 clients nationwide with approximately 277,000 lives. Their clients range in size from 2 to 20,000 participants and span many industries, including top tier fortune 500 companies, local government, state government, and trade associations. IPS Advisors does have preferred relationships with vendors who provide insurance products and technology services, and their size allows them to provide clients significant market leverage. These factors allow them to negotiate high-value contractual terms, plan designs, rates, and performance guarantee agreements.

The comprehensive scope of services includes the following items:

-Plan Analysis / Strategy - Considering both the City of Sachse's financial and cultural objectives, as well as the needs of our employees, IPS will prepare recommendations to include opportunities for savings, alternate plan design considerations, employee engagement options, and new products or services not currently being offered. IPS will assist in crafting a three to five year benefit strategy for the City of Sachse.

-Benchmarking - Benefits benchmarking analysis specific to size, industry and region.

-Compliance - IPS will assist City of Sachse's HR staff and will ensure all compliance materials including communications, plan documents, and notices are up to date with the most recent state and federal requirements (including PPACA).

-IPS will provide a dedicated employee advocate to assist our employees with claims, billing, and benefits related questions. Additionally, they will provide a benefits communications website and custom communications materials.

-IPS will conduct a request for proposals specifically for Consult A Doc services since the

City's current agreement is tied in with Brinson Benefits.

Employee advocacy services include:

-Dedicated Client Advocate

-Phone

-Cell phone

-E-mail

-Benergy Website

-Communications

Policy Considerations
The City provides health and welfare benefits to all full-time employees.

Budgetary Considerations
The 2014-2015 budget includes funds in the amount of $31,962 for Benefits Broker/Consulting Services. The total cost for IPS Advisors will be $27,500 so there is no financial affect to the FY15 budget.

Staff Recommendations
Approve a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement, by and between the City of Sachse and IPS Advisors to provide employee benefit consulting/broker services for city employees.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT, BY AND BETWEEN THE CITY OF SACHSE AND IPS ADVISORS TO PROVIDE EMPLOYEE BENEFIT CONSULTING/BROKER SERVICES FOR CITY EMPLOYEES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the responsibility of the City of Sachse to provide City employees with employee benefits; and

WHEREAS, the City Council for the City of Sachse desires to secure a professional to provide employee benefit consultant/broker services for City employees; and

WHEREAS, the City Council of the City of Sachse has been presented with a proposed Agreement between the City of Sachse and IPS Advisors (the "Agreement") to provide employee benefit consultant/broker services for City employees; 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 with IPS Advisors, to provide employee benefit consultant/broker services for City employees.

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 15th day of September, 2014.

CITY OF SACHSE, TEXAS

_____

Mike Felix, Mayor

ATTEST:

_____

Terry Smith, City Secretary

67996

EXHIBIT "A"
IPS ADVISORS AGREEMENT

Benefits Broker/Consultant Proposals

September 15, 2014

Request For Proposal Process

- Advertised in the Dallas Morning News (August 7 and 14)
- Posted on City of Sachse website
- Sent RFP to several companies
- Five bids were received
- Bid opening held Friday, August 22
- Reviewed and analyzed all bids
- Interviewed the top three vendors

City of Sachse

RFP Respondents

- Brinson Benefits
- Higginbotham
- Holmes Murphy
- IMA, Inc.
- IPS Advisors, Inc.

City of Sachse

Proposal Comparisons

Name of Company	Annual Base Fee	Additional Fees	Total Fees- Consulting including any outsourced Advocacy Services	Contract Terms	Patient Advocate Service	Municipal Clients
Brinson Benefits	$30,396	Patient advocate fees included in base fee	$30,396	1 year fee guarantee with 3% increase to $31,308 for years 2 and 3	In house	14 government entities including Kennedale, Coppell and Murphy
Higginbotham	$48,000	Compass Professional Health Services:$7,200	$55,200	One year, will negotiate a three-year rate on a PEPM basis	In house hotline and can outsource to Compass Professional Health Services	15 including Highland Village
Holmes Murphy	$30,000	Compass Professional Health Services:$7,200	$37,200	one year	In house hotline and can outsource to Compass Professional Health Services	25 including Rockwall, Grand Prairie, Haltom City and North Richland Hills

Proposal Comparisons, Cont.

Name of Company	Annual Base Fee	Additional Fees	Total Fees- Consulting including any outsourced Advocacy Services	Contract Terms	Patient Advocate Service	Municipal Clients
IMA	$45,000	Advocate service with Patient Care- $3,744	$48,744	Year two- $40,000	Outsourced to Patient Care	No Municipal clients in Texas
IPS Advisors	$26,500	Travel expenses not to exceed $1,000 in 24 months. Compass Professional Health Services- $6,480	$33,980	2 year rate guarantee, with a 5% cap on year three	In-house account manager and hotline. Can outsource to Compass Professional Health Services	27 including Mesquite, Lewisville, Allen, Rowlett, Highland Park.

City of Sachse

Scorecard Criteria

Consulting/Advocacy Fees:	Ranked on a scale of 1-5, 5 being based on the lowest annual consulting/advocacy fees and 1 being based on the highest annual consulting/advocacy fees
Contract Terms:	Ranked on a scale of 1-3, 3 being the highest based on the duration of a rate guarantee. 1 year = 1, 2 years at same or lower cost= 2, 2 years guaranteed with 5% cap on 3rd year= 3
Patient Advocate Services:	1= Patient Advocate Services Outsourced, 2= Patient Advocate Services offered in house, 3= Patient Advocate Services offered in house with optional outsourcing available.
Municipal Clients:	Ranked on a scale of 1-3, 3 being the highest based on the number of municipal clients the firm has. 1=less than 5 clients, 2= 5-15 clients, 3= 15+ clients

City of Sachse

Proposal Rankings

Name of Company	Consulting/ Advocacy Fees	Contract Terms	Patient Advocate Services	Municipal Clients	Total Score
IPS Advisors	5	3	3	3	**14**
Holmes Murphy	4	1	3	3	**11**
Brinson Benefits	3	1	2	2	**8**
Higginbotham	2	1	3	2	**8**
IMA	1	2	1	1	**5**

City of Sachse

Benefit Services and Fees

Service	Current Plan Year Fees	Proposed Fees Under IPS
Benefits Consulting	$26,712	$26,500
Patient Advocate Services	$5,250	Included
Flex Spending Administration	$2,662	$2,662
Health Reimbursement Arrangement Administration	$6,472	$6,472
COBRA Administration	$2,600	Included
Consult A Doc	$5,712	$5,712
Compass Professional Health Service	N/A	$6,480
Travel Expenses	N/A	$1,000
Total Expenses	**$49,408**	**$48,826**

City of Sachse

Recommendation

IPS Advisors provides the following:

- Experience/Market Leverage
- Comprehensive Scope of Services that includes the following:
  - Plan analysis/strategic planning,
  - Benchmarking,
  - Compliance; and
  - Employee Advocacy
- 2 year contract with no fee increase in year two
- Enhanced service with no increase in City budget

Staff recommends approval of the resolution approving the agreement with IPS Advisors.

City of Sachse

City of Sachse
Benefits Broker Proposals
September 2014

Name of Company	Annual Base Fee	Additional Fees	Total Fees-Consulting including any outsourced Advocacy Services	Contract Terms	Patient Advocate Service	Municipal Clients
Brinson Benefits	$30,396	Patient advocate fees included in base fee	$30,396	1 year fee guarantee with 3% increase to $31,308 for years 2 and 3	In house	14 government entities including Kennedale, Coppell and Murphy
Higginbotham	$48,000	Compass Professional Health Services:$7,200	$55,200	One year, will negotiate a three-year rate on a PEPM basis	In house hotline and can outsource to Compass Professional Health Services	15-including Highland Village
Holmes Murphy	$30,000	Compass Professional Health Services:$7,200	$37,200	one year	In house hotline and can outsource to Compass Professional Health Services	25 including Rockwall, Grand Prairie, Haltom City and North Richland Hills
IMA	$45,000	Advocate service with Patient Care-$3,744	$48,744	Year two-$40,000	Outsourced to Patient Care	No Metroplex municipal clients
IPS Advisors	$26,500	Travel expenses not to exceed $1,000 in 24 months.Compass Professional Health Services:$6,480.	$33,980	2 year rate guarantee, with a 5% cap on year three	In-house account manager and hotline. Can outsource to Compass Professional Health Services	27 including Mesquite, Lewisville, Allen, Rowlett, Highland Park.

City of Sachse
Benefits Broker/Consultant Proposals
September 2014
Ranking Sheet

Name of Company	Consulting/ Advocacy Fees	Contract Terms	Patient Advocate Services	Representative Experience	Total Score
IPS Advisors	5	3	3	3	**14**
Holmes Murphy	4	1	3	3	**11**
Brinson Benefits	3	1	2	2	**8**
Higginbotham	2	1	3	2	**8**
IMA	1	2	1	1	**5**

Consulting/Advocacy Fees:	Ranked on a scale of 1-5, 5 being based on the lowest annual consulting/advocacy fees and 1 being based on the highest annual consulting/advocacy fees
Contract Terms:	Ranked on a scale of 1-3, 3 being the highest based on the duration of a rate guarantee. 1 year = 1, 2 years at same or lower cost= 2, 2 years guaranteed with 5% cap on 3rd year= 3
Patient Advocate Services:	1= Patient Advocate Services Outsourced, 2= Patient Advocate Services offered in house, 3= Patient Advocate Services offered in house with optional outsourcing available.
Municipal Experience:	Ranked on a scale of 1-3, 3 being the highest based on the number of municipal clients the firm listed in the request for proposal. 1=less than 5 clients, 2= 5-15 clients, 3= >15 clients

COVER LETTER

August 21, 2014

City of Sachse
Stacy Buckley, Human Resources Manager
3815-B Sachse Road
Sachse, Texas 75048

Dear Stacy,

IPS Advisors would like to thank the City of Sachse for considering our response to the solicitation for Insurance Benefits Consulting Services. Established in 1978, IPS Advisors is an independent brokerage and consulting firm. We specialize in assisting public and closely held business owners, governmental sector clients, individuals and family groups with their employee benefits needs, executive benefits, business succession planning and estate planning and wealth counseling.

We provide specialized services through three core practice areas:

- Corporate Benefits Consulting
- Insurance Planning Services
- Retirement Planning Services

At IPS, our consultants will assess the City of Sachse's specific needs in order to provide customized, balanced and flexible solutions. Our success is rooted in our skillful ability to separate the process from the product. Our consultants first evaluate Sachse's benefits strategies and goals, and when insurance products and tools are required, they are selected to fit the need. Only when both aspects of planning are considered can a cost and tax-effective strategy be discerned and Sachse's real needs be met.

We are confident in our abilities to deliver unmatched experience and a unique consulting perspective that will deliver upon your requested scope of services outlined in this solicitation. The team assigned to your account currently provides consulting services to over 30 government clients and state government agencies. In addition, your assigned team provides consulting and account management services to private entities including top tier Fortune 500 companies and can bring unique perspectives from both public and private vantage points.

If the City of Sachse should have any questions regarding the proposal submitted, please feel free to contact me directly.

Best Regards,

Brent A. Weegar, MBA
Principal
bweegar@ipsdavisors.com
214-443-2429

IPS ADVISORS

- Established in 1978, IPS Advisors is an independent brokerage and consulting firm. We specialize in assisting public and closely held business owners, governmental sector clients, individuals and family groups with their employee benefits needs, executive benefits, business succession planning, estate planning and wealth counseling.

- We provide specialized services through our core practice areas:
  - Corporate Benefits Consulting
  - Corporate Retirement Planning Services
  - Life Insurance Portfolio Management

ips ADVISORS

I. YOUR IPS ADVISORS TEAM

Randall Martell, HIA, MHP CBC, Managing Partner. Mr. Martell, the principal leading the Employee Benefits practice, has over 28 years experience in Corporate Benefits Consulting. In addition to assisting large employers in their fight to manage rising health care costs, Martell provides consulting services to clients in the areas of performance reviews, flexible benefits, wellness reviews, health care financing alternatives and employee communications. Prior to joining IPS Advisors, Mr. Martell was director of Health and Welfare Benefits Consulting at Deloitte & Touche. He is also active in the community and serves many industry organizations.

Brent Weegar, Principal. Brent joined the IPS team after graduating from Baylor University in 2004. Brent not only provides consulting services for large corporate clients but also heads our consulting unit for public entities including Municipal, County and State Governments. He possesses a strong understanding of governmental organizational structure and processes. His ability to provide strategic insight with alternative funding arrangements, plan design, claims analysis, budgeting and forecasting, health care reform and compliance issues are key strengths.

Brandon Wilson, Account Manager. Brandon brings a strong service background to the IPS team. Brandon comes to IPS with over 10 years experience in Human Resources and Supervisory roles. He has a strong background in all stages of organization, construction and maintenance of benefit plans and enrollment.

ips ADVISORS

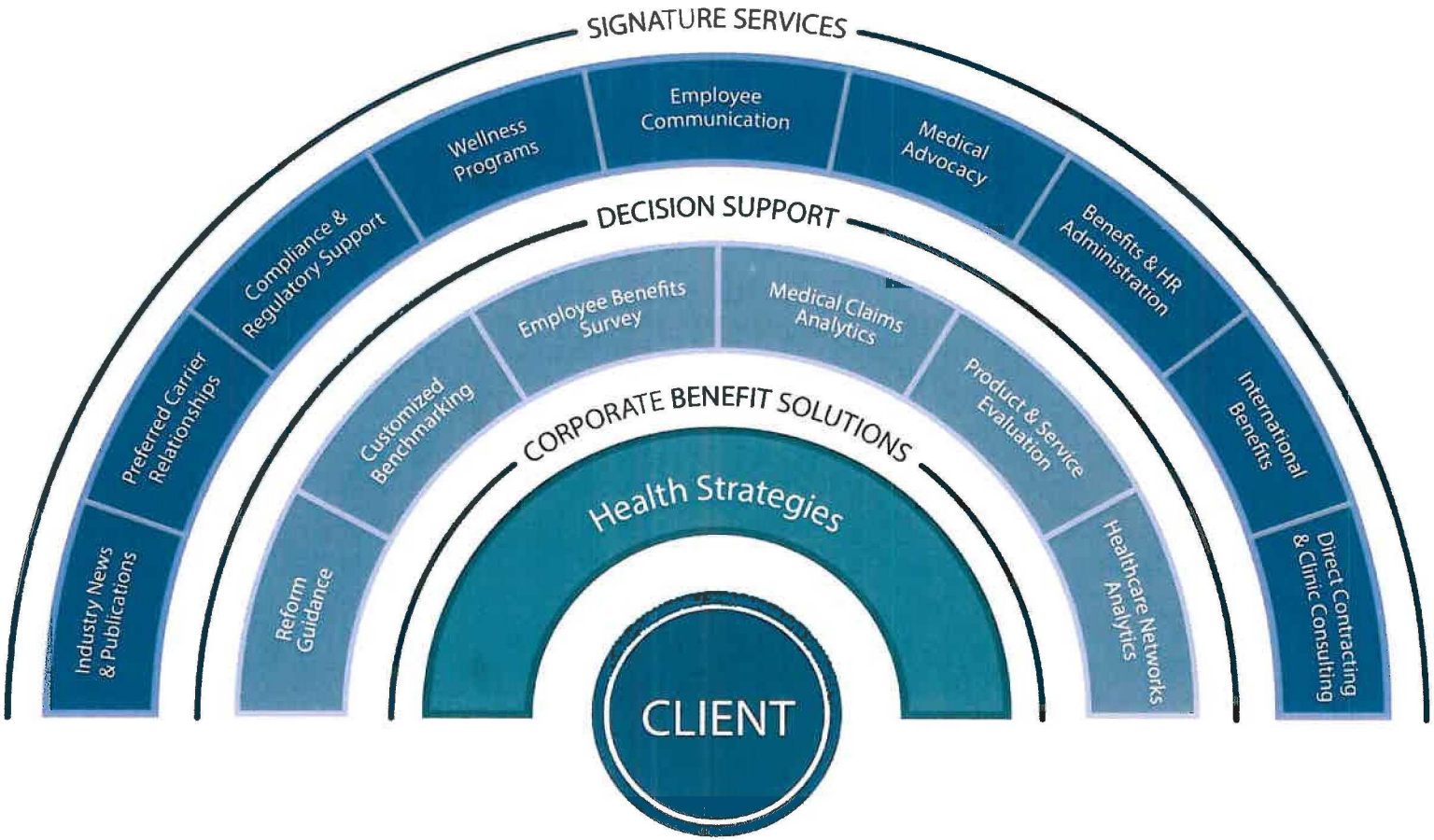
YOUR IPS ADVISORS TEAM

Adam Hensen, Corporate Benefits Analyst. Adam will serve as a benefits and reporting analyst for the City of Sachse. He will serve as the main point of contact for reporting needs for the City. Adam is a graduate of the University of North Texas with an undergraduate degree in Mathematics and an Actuarial Science Certificate. Adam was selected as the American Risk and Insurance Association, ARIA, Hedges Award winner for 2012.

Charlotte Starks, Senior Marketing Assistant. Charlotte has worked in Underwriting, Marketing and Administration since 1987. Her well-rounded background brings a seasoned perspective in helping to achieve our client's goals. Mrs. Starks will assist Brent Weegar in the renewal and request for proposal process with the City of Sachse. Her responsibilities will include assisting with the coordination, facilitation and ongoing management of the Request for Proposal process.

ips ADVISORS

OUR SERVICE MODEL



ips ADVISORS

Agreement Between

City of Sachse and IPS Advisors
For
Benefits Consulting Services

THIS AGREEMENT, entered into the 16th day of November 2014, by and between **City of Sachse, Texas** {herein called 'City'} and **IPS Advisors** (herein called 'IPS'} to provide health and welfare consulting services for the Employee Benefits Program of the City.

WITNESSETH:

WHEREAS, the City is in need of assistance in the evaluation of the employee health and welfare benefits; and

WHEREAS, IPS has the unique expertise and experience necessary to provide the services; and

WHEREAS, the City desires to contract with IPS to provide actuarial, health and welfare consulting services for the Employee Benefits program;

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

I. **INDEPENDENT CONTRACTOR RELATIONSHIP** – IPS is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. IPS shall at all times remain an independent contractor with respect to the service to be performed under this Agreement. City shall be exempt from payment of unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance, as IPS is an independent contractor.

II. **SCOPE OF SERVICES** – IPS shall provide professional services, in compliance with all applicable federal, state and local laws and regulations relating to the services outlined under **"Exhibit A"**.

III. **COMPENSATION** – City agrees to pay an annual consulting fee to accomplish projects as needed. The annual consulting for the first term of this contract will equal $26,500 guaranteed for 24 months of the consulting contract. IPS will offer a third year renewal option capped at a 5% increase. In addition, company agrees to reimburse IPS for mileage to and from the work site with such expenses for mileage reimbursement not to exceed $1,000, for the term of this Agreement. The rate for mileage reimbursement shall be the IRS standard mileage rate.

IV. **TIME OF PERFORMANCE -** The first term of this Agreement is from November 16, 2014 through November 15, 2015. This agreement may be renewed and extended annually, by mutual consent of both parties. IPS reserves the right to adjust its fees and expense limits with each renewal term. Either party may terminate this Agreement at any time upon giving sixty (60) days written notice of its intention to do so.

V. **EMPLOYEES** – IPS employees, if any, who perform services for the City under this Agreement shall also be bound by the provisions of this Agreement.

VI. **ASSIGNMENT** – This Agreement may not be assigned without the prior written consent of the City.

VII. **NOTICES –** Communication and details concerning this Agreement shall be directed to the following contract representatives:

City of Sachse:
William K. George
City Manager
3815 Sachse Rd. Building B
Sachse, TX 75048

IPS Advisors, Inc.:
Brent Weegar
Principal
10000 N. Central Expwy., Suite 1100
Dallas, TX 75231

VIII. **GENERAL COMPLIANCE** - IPS agrees to comply with all applicable federal, state, and local laws and regulations relating to the services provided under this Agreement.

IX. **INDEPENDENT CONTRACTOR -** Nothing in this Agreement is intended, to or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. IPS shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. City shall be exempt from payment of and Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as IPS is an independent contractor.

X. **HOLD HARMLESS -** IPS shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of IPS' performance or non-performance of the services or subject matter called for in this Agreement.

XI. **WAIVER OF CONTRACTUAL RIGHT** – The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

XII. **CONSTRUCTION AND VENUE -** This Agreement shall be governed by and construed in accordance with the laws of the state of Texas. The parties hereto hereby irrevocably consent to the exclusive jurisdiction and venue of the courts of the state of Texas, county of Dallas, for the purposes of all legal proceedings arising out of or relating to this Agreement or the actions that are contemplated hereby.

XIII. **ENTIRE AGREEMENT –** This agreement contains the entire agreement of the parties, with respect to the subject matter herein, and there are not other agreements whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

XIV. **AMENDMENTS -** City or IPS may amend this Agreement, at any time, provided that such amendments make specific reference to the Agreement, and are executed in writing, signed by a duly authorized representative of both organizations and approved by the City's governing body, if necessary.

XV. **SEVERABILITY -** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XVI. **APPLICABLE LAW** – This Agreement shall be governed by the laws of the State of Texas; and venue for any action shall be in Dallas County, Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of Sachse	**IPS Advisors, Inc.**
_____	_____
Signature	**Signature**
_____	_____
Print	**Print**
_____	_____
Title	**Title**
_____	_____
Date	**Date**

‘EXHIBIT A’

SCOPE OF SERVICES

A. ANALYSIS AND REPORTING

IPS Advisors agrees to the following Proposed Scope of Services:

- Determining and recommending the most economical funding methods for the benefit programs.
- Representing the City of Sachse in all negotiations with providers on all issues including those related to premiums, benefit levels, plan design as well as special terms and conditions.
- Meeting with and providing reports to various City of Sachse representatives.
- Researching and advising the City of Sachse on any new developments in the law and employee benefit programs on an ongoing basis.
- As requested by City of Sachse, preparing bid specifications and soliciting proposals from insurance markets which specialize in group insurance plans as needed. Evaluate bids and bidders including administration, claim payment procedures, customer service, network, financial soundness, and identifying the most cost-beneficial package from various bidders.
- Providing ongoing service and support of all benefit programs selected, including but not limited to enrollment support, installation and on-going day to day requests.
- Provide coverage documents for all benefit plans.
- Review and be responsible for the accuracy and correctness, prior to delivery, of all coverage documents and/or pricing policies, including all changes and endorsements.
- Advise the City of Sachse regarding “gaps” in coverage and/or inadequate coverage.
- Participate in marketing and educational programs.
- Participate in Annual Health Fair or Wellness Activities.
- Administration of COBRA – Included with the base price.

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

Legislation Details (With Text)

File #:	14-2440	**Version:**	1	**Name:**	Purchase Order for Roadway Striping
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	9/10/2014			**In control:**	City Council
On agenda:	9/15/2014			**Final action:**	

Title: Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement between the City of Sachse and Strape-A-Zone Pavement Marking Specialists.

Executive Summary
In 2012, the City Council approved an Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie, which allows the City of Sachse to utilize existing contracts Grand Prairie has executed with contractors for construction projects and services. One such contract is for pavement markings awarded to Stripe-A-Zone Inc. This project will commence from Hwy. 78 south on 5th. St. to Sachse Rd. then east on Sachse Rd. to the eastern city limit at Muddy Creek. Striping will consist of a double yellow center line, white edge lines, directional arrows at 5th. and Hwy 78, and gore striping at the Sachse Rd. median near the intersection with Miles Rd.

Sponsors:

Indexes:

Code sections:

Attachments: resolution Stripe-A-Zone
Stripe-A-Zone contract
5TH AND SACHSE STRIPING LAYOUT

Date	Ver.	Action By	Action	Result

Title
Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement between the City of Sachse and Strape-A-Zone Pavement Marking Specialists.

Executive Summary
In 2012, the City Council approved an Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie, which allows the City of Sachse to utilize existing contracts Grand Prairie has executed with contractors for construction projects and services. One such contract is for pavement markings awarded to Stripe-A-Zone Inc. This project will commence from Hwy. 78 south on 5th. St. to Sachse Rd. then east on Sachse Rd. to the eastern city limit at Muddy Creek. Striping will consist of a double yellow center line, white edge lines, directional arrows at 5th. and Hwy 78, and gore striping at the Sachse Rd. median near the intersection with Miles Rd.

Background
With the repaving portion of 5th. St. and Sachse Rd. now complete, pavement striping is

powered by Legistar™

necessary. Historically, the city has utilized Dallas County personnel to perform pavement striping, but due to policy changes taking place within county administration, any assistance from the county may be delayed for months. By utilizing the Interlocal Agreement with Grand Prairie the city will be able to receive contract pricing and expedite the project completion.

Policy Considerations
The City Council previously approved an Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie, Ordinance No. 3381. This allows the City of Sachse to utilize existing contracts publicly bid and awarded by the City of Grand Prairie and vice versa. The City of Grand Prairie executed a contract with Stripe-A Zone Inc. for pavement markings. The City of Sachse will utilize the unit bid pricing in the Grand Prairie contract to install pavement striping.

Budgetary Considerations
The cost of pavement striping for 5th. St. and Sachse Rd. will be covered in the Street Dept. maintenance budget. An amount not to exceed $25,655.32.

Staff Recommendations
Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement between the City of Sachse and Strape-A-Zone Pavement Marking Specialists.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BETWEEN THE CITY OF SACHSE AND STRIPE-A-ZONE PAVEMENT MARKING SPECIALISTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sachse and the City of Grand Prairie, Texas, previously entered into a Master Interlocal Cooperative Purchasing Agreement ("Master Agreement") for the purpose of participating in each other's current and/or future contracts for goods and services; and

WHEREAS, the City Council has been presented with a proposed Agreement with Stripe-A-Zone Pavement Marking Specialists to provide highway markings on roadways located within the City for a proposed cost of $25,655.32 (the "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 that the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the Agreement on behalf of the City of Sachse, Texas;

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

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

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 _____, 2014.

CITY OF SACHSE, TEXAS

_____

Mike Felix, Mayor

ATTEST:

_____

Terry Smith, City Secretary

STRIPE-A-ZONE
PAVEMENT MARKING SPECIALISTS

Proposal

From: Stripe-A-Zone, Inc.
2714 West Sherman Street
Grand Prairie, TX 75051
Phone: (972) 647-2714
Fax: (972) 641-9520

To: City of Sachse
Joe Crase

Phone: 972-495-7600

Project: BG-14241
Description: 5TH ST. from 78 to Sachse Rd.
SACHSE RD. from 78 to
Bridge just past Country
Bid Location:
Bid Date: 8/29/14
Contract #:

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
5TH ST.				
1 REFL PAV MRK TY I (W) 4" (SLD)	3,170.000	LF	0.460	$1,458.20
2 REFL PAV MRK TY I (Y) 4" (SLD)	2,980.000	LF	0.460	$1,370.80
3 REFL PAV MRK TY I (W) ARROW	1.000	EA	90.000	$90.00
4 REFL PAV MRK TY I (W) TRP ARROW	2.000	EA	100.000	$200.00
5TH ST.			**Section Total:**	**$3,119.00**
SACHES RD.				
5 REFL PAV MRK TY I (W) 4" (SLD)	24,496.000	LF	0.460	$11,268.16
6 REFL PAV MRK TY I (Y) 4" (SLD)	24,496.000	LF	0.460	$11,268.16
SACHSE RD.			**Section Total:**	**$22,536.32**
			TOTAL BID:	**$25,655.32**

Proposal

TRAFFIC CONTROL: FOR STRIPE-A-ZONE'S EQUIPMENT ONLY.
MOBILIZATIONS: 1 EACH FOR ENTIRE SCOPE OF WORK.
ADDITIONAL MOBILIZATIONS: $2,500 EACH PLUS UNIT PRICES OF INSTALLED ITEMS.
REPAIRIS TO SCARRED OR DAMAGE ROADWAY UPON MARKING ELIMINATION IS EXCLUDED.
NOTE: IF CREW IS ON SITE AND CAN NOT WORK A STAND BY TIME OF $ 1,500.00 PER HOUR WILL BE CHARGED.
ITEMS NOT SPECIFICALLY NOTED WILL BE ADDITIONAL.

ADDITIONAL INSURED $50.00 EA. WAIVER OF SUBROGATION $100.00 EA.

STRIPE-A-ZONE IS NOT LIABLE FOR DAMAGES OF ANY UNDERGROUND UTILITIES.
Any court action resulting from this agreement will be conducted in Tarrant County, Texas.
This proposal shall be attached to and become a part of any contract signed between STRIPE-A-ZONE and the contractor.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders, and all will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, wind damage and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Billy Gunter

BILLY GUNTER, ESTIMATOR

Notes: (1) This proposal may be withdrawn by us if not accepted within 30 days.
(2) Bid excludes Bonds unless noted.

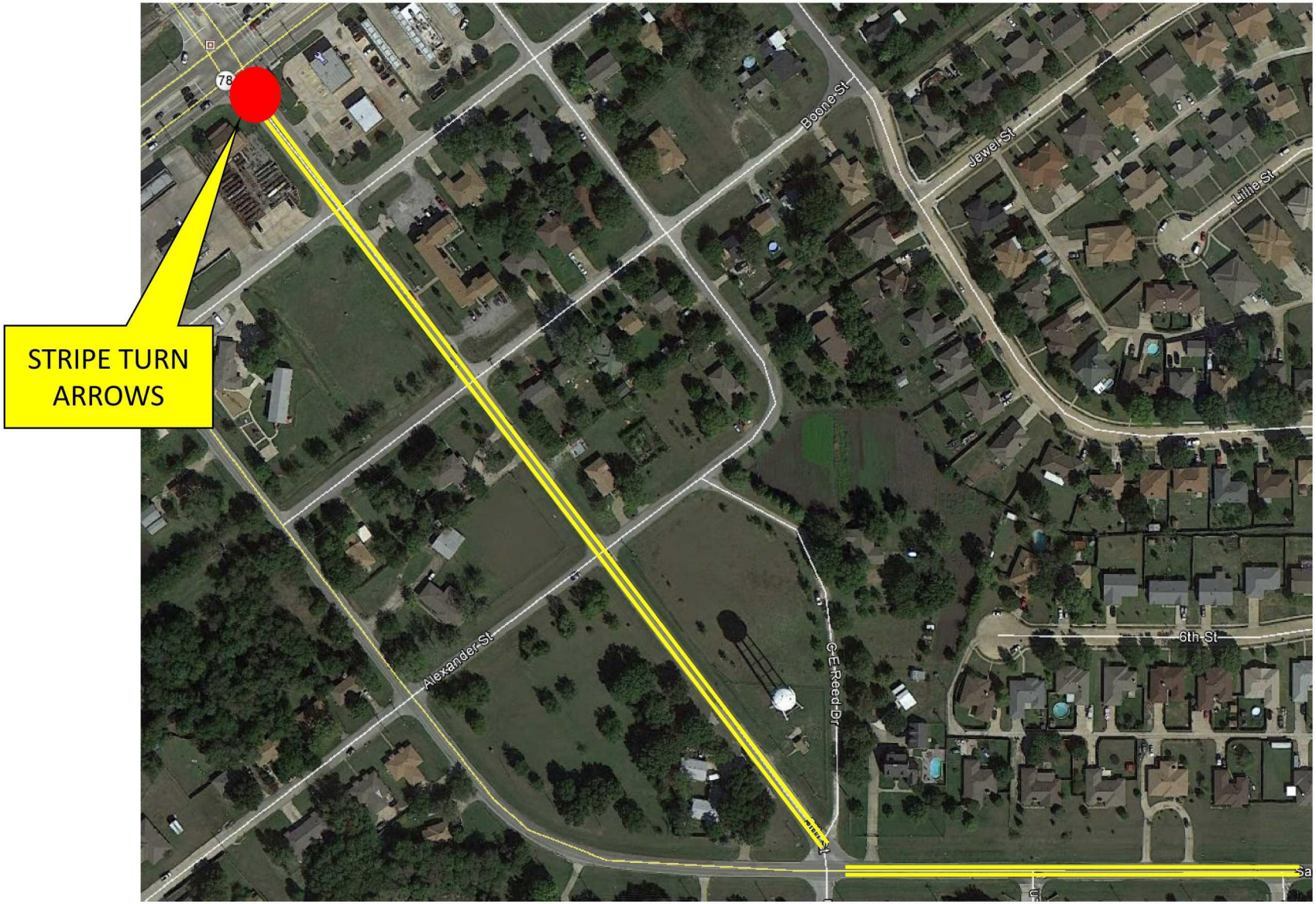
Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

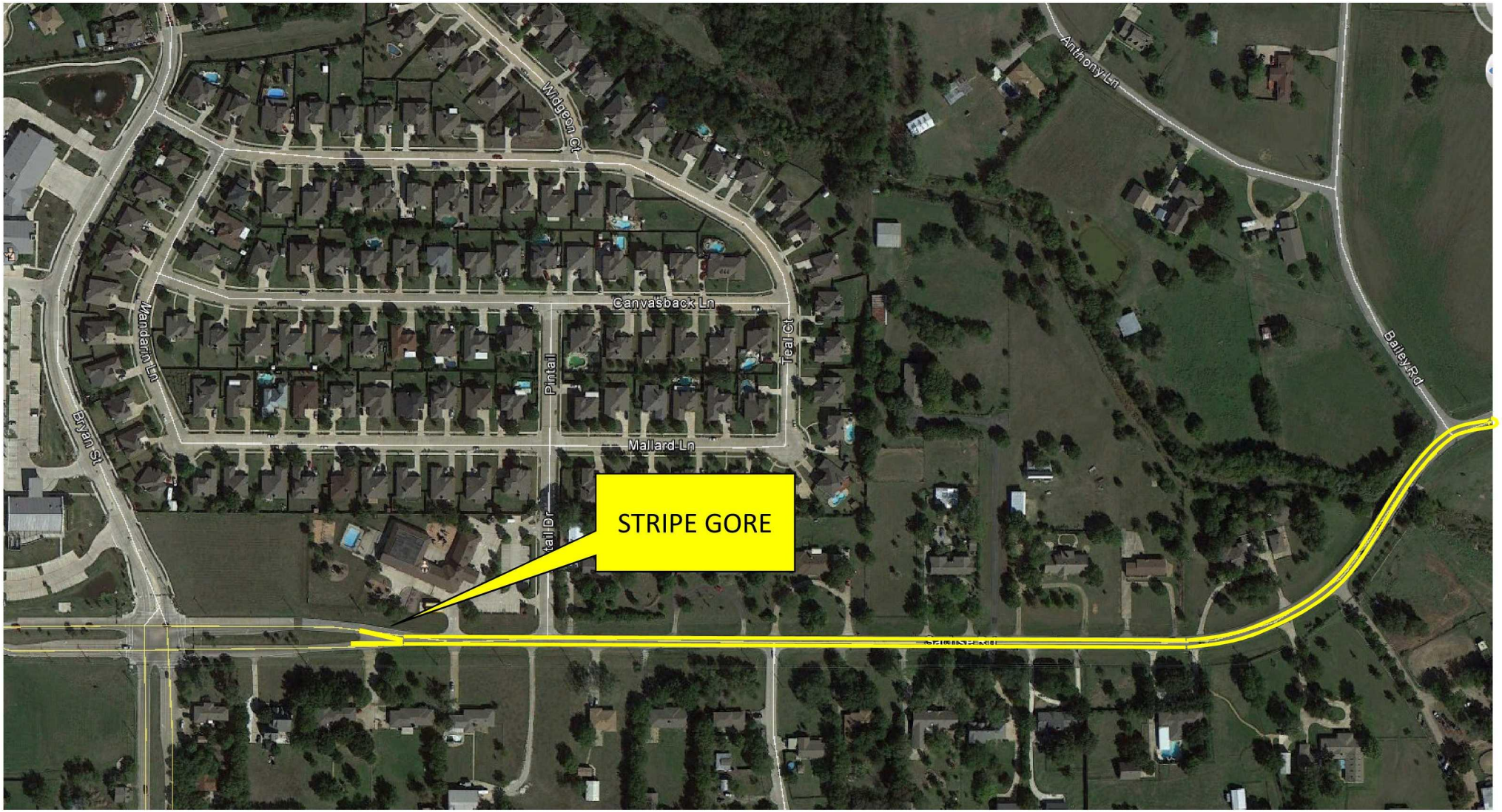
Signature _____

Printed Name_____

5TH STREET AND SACHSE ROAD STRIPING ROUGH LAYOUT


STRIPE TURN ARROWS
78
Boone St
Jewel St
Lillie St
Alexander St
G E Reed Dr
6th St

Salmon St
6th St
Bryan St
STRIPE GORE


Widgeon Ct
Anthony Ln
Canvasback Ln
Teal Ct
Pintail
Mallard Ln
Bailey Rd
Bryan St
STRIPE GORE

Bailey Rd
Aspen Estates Dr
Woodbridge Pkwy
Meadowcrest Ln
Crest Ct
Pinnacle Oak Dr

Meadowcrest Ln
Crest Ct
Oak Crest Ln
Pinnacle Cir
Oakridge Cir
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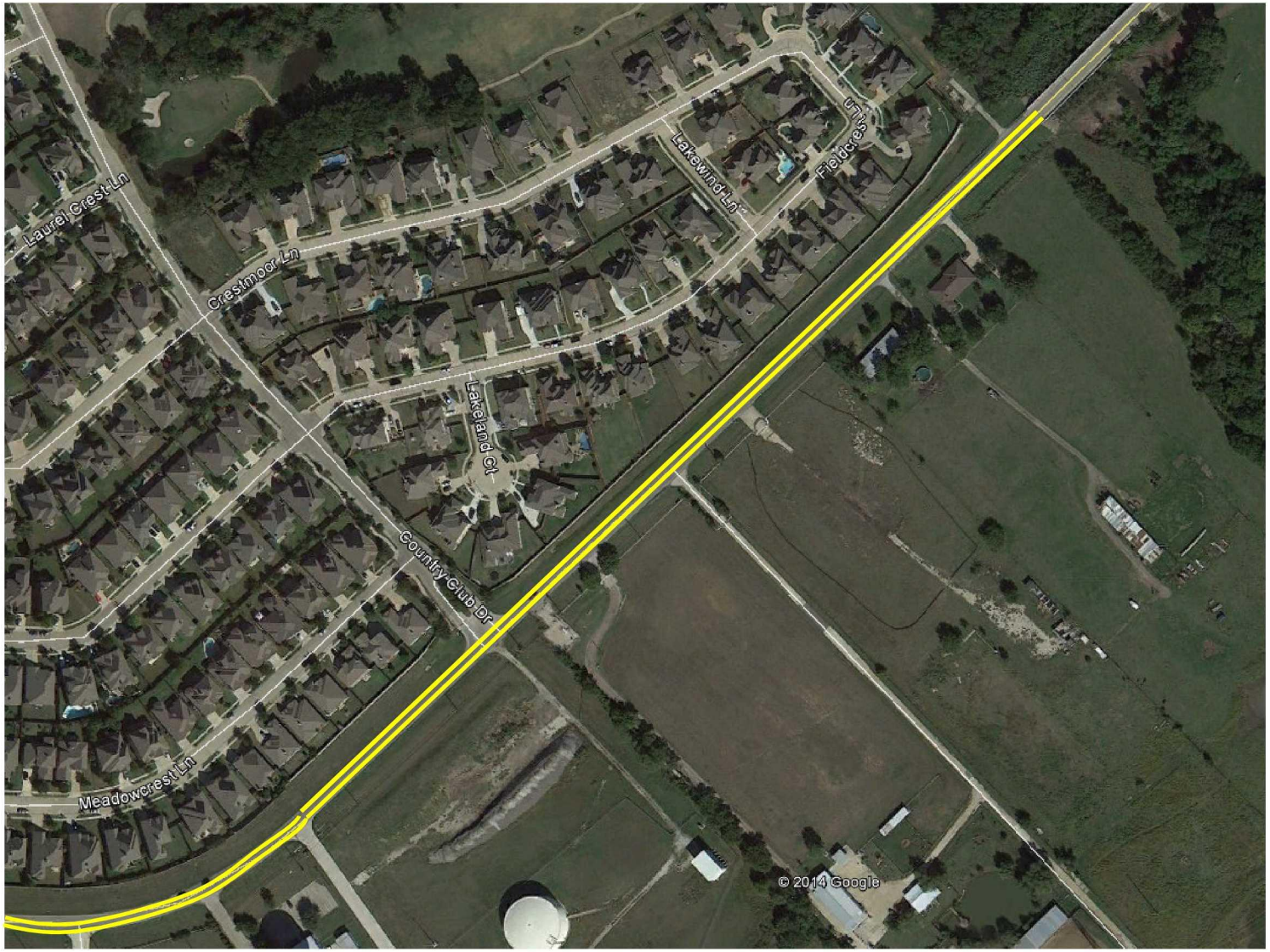
Laurel Crest Ln
Crestmoor Ln
Lakewind Ln
Fieldcrest Ln
Lakeland Ct
Country Club Dr
Meadowcrest Ln
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Sachse City Hall
3815-B Sachse Road
Sachse, Texas 75048

Legislation Details (With Text)

File #:	14-2433	**Version:**	1	**Name:**	Consider appointment to the Zoning Board of Adjustments
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	9/9/2014			**In control:**	City Council
On agenda:	9/15/2014			**Final action:**	
Title:	Consider appointment to the Zoning Board of Adjustments. Executive Summary Council to make appointment to the Zoning Board of Adjustments vacancy.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

Title
Consider appointment to the Zoning Board of Adjustments.

Executive Summary
Council to make appointment to the Zoning Board of Adjustments vacancy.

Background
Tonight, we have interviewed the following applicants in workshop session:

Dave Zukosky
Michael VanBuskirk
Fernando Guiterrez

Applications are included in the workshop agenda item # 14-2431. In the past, Council has made appointment of newer members as alternate members and moved up an alternate member as a regular member.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Council make appointment to the Zoning Board of Adjustments, as appropriate.

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