



# Sachse, Texas

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

## Meeting Agenda City Council

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Monday, January 6, 2014

7:30 PM

Council Chambers

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*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, January 6, 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.

[13-1962](#) Consider approval of the minutes of the December 2, 2013, regular meeting.

*Executive Summary*

*Minutes from the recent Council meeting.*

**Attachments:** [Min.12.2.13.pdf](#)

[13-1963](#) Consider approval of the minutes of the December 19, 2013, special meeting.

*Executive Summary*

*Minutes from the recent Council meeting.*

**Attachments:** [Minutes.12.19.13.pdf](#)

[13-1940](#) Consider a resolution of the City Council of the City of Sachse, Texas, authorizing the application for the 2014 Texas Book Festival

Grants including the Collection Enhancement Grant and the Literacy Initiative Grant.

*Executive Summary*

*Library Manager is requesting consideration and approval of the resolution to write two Texas Book Festival Grants. One grant will be for collection enhancement and the other grant will be for literacy initiative.*

**Attachments:** [2013-2014-TBF-Collections-Grant-application PDF](#)  
[2014-TBF-Literacy-Initiative-Grant-ApplicationPDF](#)  
[grant guidelines PDF](#)  
[Council PPT 010614 PDF](#)  
[RES TBF 2014 PDF](#)

[13-1965](#)

Consider receiving the Monthly Revenue and Expenditure Report for the period ending November 30, 2013.

Executive Summary

*The Finance Department will prepare a report each month to update the City Council regarding revenues and expenditures for the City. The attached report is for the month ended November 30, 2013.*

**Attachments:** [UF 11-30-2013.pdf](#)  
[SEDC 11-30-2013.pdf](#)  
[GF 11-30-2013.pdf](#)  
[DS 11-30-2013.pdf](#)

[13-1966](#)

Consider an ordinance of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 7 "Personnel" by amending Section 7-1 by providing requirements that are consistent with the City Home Rule Charter to provide for attendance requirements and removal procedures for the Library Board Members; by amending Section 7-2 by providing requirements consistent with the City Home Rule Charter for attendance requirements and removal procedures for the Park and Recreation Commission; by amending Chapter 11 "Zoning Ordinance" by amending Section 11-3 by providing requirements consistent with the City Home Rule Charter for attendance requirements and removal procedures for the Planning and Zoning members; by amending Section 11-4 by providing requirements consistent with the City Home Rule Charter for attendance requirements and removal procedure for the Board of Adjustment members; providing a repealing clause; providing a savings clause;

providing a severability clause; and providing an effective date.

*Executive Summary*

*This ordinance prepared by the City Attorney makes the Code of Ordinances consistent with the Home Rule Charter.*

**Attachments:** [Ordinance.Charter amendments.pdf](#)

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

[13-1968](#) Recognize Officer Christopher Holland with a Proclamation on his Retirement

*Executive Summary*

*Recognize Officer Christopher Holland with a Proclamation on his Retirement*

**Attachments:** [Proclamation.Chris Holland.pdf](#)

[13-1976](#) Staff Briefing: City Manager.

*Executive Summary*

*Each month a briefing is given to City Council providing an update of recent actions and events for a specific department. This month the City Manger will brief the Council.*

**Attachments:** [20140106 CM Staff Briefing.pdf](#)

**3. CITIZEN INPUT.**

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

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

**4. REGULAR AGENDA ITEMS.**

[13-1964](#) Administer Oath of Office to Jeff Williams on the Animal Shelter Board.

*Executive Summary*

*Mayor Felix will administer the Oath of Office Jeff Williams on the Animal Shelter Board appointed at the last regular meeting.*

**Attachments:** [Sample Oath.pdf](#)

[13-1957](#) Consider a resolution of the City Council of the City of Sachse,

Texas, approving the application form for the City of Sachse Scholarship Fund in the amount of \$1,000.00.

*Executive Summary*

*Allied Waste is providing \$1,000 to the City of Sachse to be used for a scholarship for the upcoming Fall of 2014 college semester. The scholarship will be awarded to a student currently at the 12th grade level and who is a resident of Sachse. The City of Sachse City Council will be making final decisions on some of the requirements students will have to meet to be eligible for the scholarship. The Council will also determine the application process including deadlines and award dates.*

**Attachments:** [AlliedWasteContract](#)  
[EssayScoringCriteria](#)  
[Scholarship Scoring Sheet 2013](#)  
[Resolution Approving Criteria and Application for \\$1000 Scholarship](#)  
[AlliedScholarship \(2\)](#)  
[CityScholarship2013PDF](#)

[13-1975](#)

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an economic development incentive agreement by and between the Sachse Economic Development corporation and Wal-Mart Real Estate Business Trust, a Delaware Statutory Trust, or related entity, to provide reimbursement for infrastructure costs related to Blackburn Road, not to exceed \$272,712.00; authorizing its execution by the City Manager; and providing for an effective date.

*Executive Summary*

*The purpose of this item is to provide the City Council the opportunity to consider action on an agreement between the Sachse Economic Development Corporation (SEDC) and Wal-Mart Real Estate Business Trust. The agreement would reimburse Wal-Mart for actual costs for public infrastructure in Blackburn Road up to \$282,712.00. The reimbursement would be paid through a reduction in sales tax receipts realized by the SEDC over a period not to exceed 10-years.*

**Attachments:** [WalMart Marketplace Phase 1.pdf](#)  
[Blackburn Opinion of Cost.pdf](#)  
[Incentive Application.pdf](#)  
[Sachse Resolution approving Wal-Mart Real Estate Business Trust economic d](#)

[13-1974](#)

The City Council shall convene into Executive Session pursuant to

the TEXAS GOVERNMENT CODE, Section § 551.087 for economic development deliberations to consider economic development incentives with Little Genius of Texas, LLC for property located on the south side of Ranch Road, approximately 1,000 feet west of the intersection with State Highway 78.

Consider any action necessary as a result of executive session regarding economic development deliberations to consider economic development incentives with Little Genius of Texas, LLC for property located on the south side of Ranch Road, approximately 1,000 feet west of the intersection with State Highway 78 including, but not limited to, consideration and action on the following resolution:

- a. Resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the Facilities Agreement between the City of Sachse, Texas, and Little Genius of Texas LLC, a Texas Limited Liability Company; authorizing its execution by the City Manager; and providing for an effective date.

#### *Executive Summary*

*Closed Executive Session as provided by State Law.*

**Attachments:** [51Sachse Little Genius of Texas \(Sharma\) Facilities Agreement61002.pdf](#)  
[Resolution Little Genius of Texas.pdf](#)

## **5. ADJOURNMENT.**

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

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

State law prohibits the introduction or discussion of any item of business not posted at least seventy-two (72) hours prior to the meeting time. Therefore, during Citizen Input for example, the Council is prohibited by state law to deliberate or take action on any issues introduced by the public other than to take them under advisement. Posted: January 3, 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.



Legislation Details (With Text)

**File #:** 13-1962      **Version:** 1      **Name:** Consider approval of the minutes of the December 2, 2013, regular meeting.

**Type:** Agenda Item      **Status:** Agenda Ready

**File created:** 12/23/2013      **In control:** City Council

**On agenda:** 1/6/2014      **Final action:**

**Title:** Consider approval of the minutes of the December 2, 2013, regular meeting.

Executive Summary  
Minutes from the recent Council meeting.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Min.12.2.13.pdf](#)

Date	Ver.	Action By	Action	Result
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**Title**

Consider approval of the minutes of the December 2, 2013, regular meeting.

*Executive Summary*

*Minutes from the recent Council meeting.*

**Background**

Minutes from a recent Council meeting on December 2, 2013, for review and approval.

**Policy Considerations**

Not applicable.

**Budgetary Considerations**

Not applicable.

**Staff Recommendations**

Approval of the minutes of the December 2, 2013, regular meeting, as a Consent Agenda Item.

**REGULAR MEETING**  
**OF THE**  
**CITY COUNCIL OF THE CITY OF SACHSE**  
**DECEMBER 2, 2013**

The City Council of the City of Sachse held a Regular Meeting on Monday, December 2, 2013 at 7:30 p.m. at the Sachse City Hall after proper notice. The roll of the duly constituted City Council Members was called which members are as follows, to wit:

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

and all were present.

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

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

The invocation was offered by Councilman Franks and the pledges were led by Councilman Ross.

**1. Consent Agenda:**

Mayor Felix stated that Corrine Smith requested in writing to remove 13-1913, 13-1928 & 13-1930 from the Consent Agenda for discussion.

Mayor Pro Tem Adams moved to approve the Consent Agenda consisting of: 13-1932 Consider canceling the December 16, 2013 City Council Workshop and Meeting.; 13-1924 Resolution No. 3547 of the City Council of the City of Sachse, Texas, approving the terms and conditions of the agreement for professional services between the City of Sachse, Texas, and Verdunity, Inc.; and 13-1931 Resolution No. 3548 of the City Council of the City of Sachse, Texas, approving the terms and conditions of the agreement for professional services between the City of Sachse, Texas, and Maddox Surveying & Mapping, Inc. The motion was seconded by Councilman Bickerstaff and passed unanimously.

13-1913 Consider approval of the minutes of the November 18, 2013, Regular Meeting: Corrine Smith 4008 Blossom, objected to the S.H. 78 Plan Committee membership and felt the Committee should have citizens and business leaders included on the Committee.

13-1928 Consider receiving the Monthly Revenue and Expenditure Report for the period ending October 31, 2013: Corrine Smith 4008 Blossom, urged caution in the debt service fund with an increase in interest versus principal, as she sees an increase in interest rates.

13-1930 Consider adoption of 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, Texas, and Economists.com to provide a Water and Wastewater Cost of Service Rate Study and long-term financial plan for the City of Sachse; and providing for an effective date: Corrine Smith 4008 Blossom, stated the consultant is out of Portland Oregon and we need a Texas based company.

Mayor Pro Tem Adams moved to approve Agenda Items: 13-1913 Consider approval of the minutes of the November 18, 2013, Regular Meeting; 13-1928 Consider receiving the Monthly Revenue and Expenditure Report for the period ending October 31, 2013; and 13-1930 Resolution No. 3549 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, Texas, and Economists.com to provide a Water and Wastewater Cost of Service Rate Study and long-term financial plan for the City of Sachse; and providing for an effective date. The motion was seconded by Councilman Franks and carried unanimously.

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

13-1918 Proclamation recognizing Mary Ann Olson's contributions to the Sachse Chamber of Commerce.

Councilman Bickerstaff announced upcoming events at the Library: December 3<sup>rd</sup>, P.J. Story Time; December 5<sup>th</sup>, Santa at the Library after the Christmas Tree Lighting; and December 9<sup>th</sup>, e-books kickoff.

Councilman King noted the Sachse Fraternal Order of Police is collecting toys and food for needy families until December 16<sup>th</sup>.

Councilman Franks announced the Parks and Recreation Department will host their annual Daddy/Daughter dance on Friday, December 6<sup>th</sup> from 7:00 p.m. until 9:00 p.m. at the Senior Center. It's a great time.

Mayor Felix noted the following upcoming holiday events: December 5<sup>th</sup>, is the Tree Lighting at City Hall at 6:30 p.m.; December 7<sup>th</sup>, the Sachse Firefighters Association will host Pancakes with Santa at Fire Station No. 1 from 8:00 a.m. until 11:00 a.m.; and December 14<sup>th</sup> is the annual Christmas Parade at 9:30 a.m.

**3. Citizen Input:**

No comments were made.

**4. Regular Agenda Items:**

**13-1915 Consider appointment to the Animal Shelter Board:**

Following discussion, Councilman King moved to appoint Jeff Williams to the Animal Shelter Board. The motion was seconded by Councilman Bickerstaff and carried unanimously.

**13-1927 Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending the Comprehensive Zoning Ordinance and Map so as to grant a Special Use Permit for a Retail Sales with Gas Pumps use on an approximately 0.493-acre tract of land located at the northeast corner of Murphy Road and Blackburn Road, more particularly described in Exhibit "A" and located in a General Commercial (C-2) district; providing special conditions; providing for the approval of the Zoning Exhibit attached as Exhibit "B"; providing for the approval of the site plan attached as Exhibit "C".:**

Mayor Felix opened the public hearing.

Jim Becker 1105 Meadow Lane, stated the plan has no merits and gas pumps with no restrictions therefore needs to be rejected.

Bill Dahlstrom 901 Main Street, Dallas, stated the retail and gas pumps will be an ancillary use to the grocery store.

Dan Millner 5750 Genesis Ct. Frisco, stated the project will require the widening on Blackburn Road. The grocery store will be 42,000 square feet.

Corrine Smith 4008 Blossom, stated she is in favor of the retail but is opposed to the gas pumps. There are plenty of gas stations on Highway 78.

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

Following discussion, Councilman King moved to approve Ordinance No. 3550 amending the Comprehensive Zoning Ordinance and Map so as to grant a Special Use Permit for a Retail Sales with Gas Pumps use on an approximately 0.493-acre tract of land located at the northeast corner of Murphy Road and Blackburn Road, more particularly described in Exhibit "A" and located in a General Commercial (C-2) district; providing special conditions; providing for the approval of the Zoning Exhibit attached as Exhibit "B"; providing for the approval of the site plan attached as Exhibit "C", with the restriction that there be no beer and wine sales from the gas station kiosk and such restriction shall be reflected in the deed restrictions and such deed restrictions shall be approved by the city attorney and staff before filing and also add as a condition to the SUP that the gas station use will be ancillary to the adjacent grocery store. The motion was seconded by Councilman Ronnau and carried unanimously.

**13-1922 Conduct a public hearing and consider the application of Wal-Mart Corporation requesting a variance from the Code of Ordinances, Chapter 3, Building Regulations, Section 3-10.C(3)(a) to permit a freestanding identification sign to be constructed as a monument-style pylon sign using non-masonry materials; a variance from Section 3-10.C(3)(d)(i) to permit a freestanding identification sign to be constructed with a maximum height of 50-feet above grade; a variance from Section 3-10.C(3)(e) to permit a freestanding identification sign to be constructed with a maximum sign area of 1,049 square feet; a variance from Section 3-10.C(3)(e) to permit a general business sign to be constructed with a maximum sign area of 64 square feet; a variance from Section 3-10.C(3)(k) to permit the identification portion of a multi-purpose sign to have an area of 186 square feet; a variance from Section 3-10.C(3)(k) to permit the directory portion of the sign to have an area of 863 square feet; and a variance from Section 3-10.C(4) to permit an advertising sign, for the property generally located on the northwest side of SH78/KCS Railroad, and on the south side of Woodbridge Parkway adjacent to the SH78/KCS Railroad rights-of-way.:**

Mayor Felix opened the public hearing.

Don Herzog, 800 E. Campbell Road, Richardson, stated the sign advertising is for a total retail development of 69 acres.

Chris Everetz 1437 S. Boulder, Tulsa, Oklahoma, stated the sign is vital to the advertising for all the tenants.

Joe Gampper 16200 N. Dallas Parkway, Dallas, stated the sign is subject to competitive pressures. Inferior signs = inferior sales = inferior tenants.

Jim Becker 1105 Meadow Lane, stated sign #1 because of the railroad tracks needs special consideration, and should be approved.

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

Following discussion, Councilman King moved to approve the application of Wal-Mart Corporation requesting a variance from the Code of Ordinances, Chapter 3, Building Regulations, Section 3-10.C(3)(a) to permit a freestanding identification sign to be constructed as a monument-style pylon sign using non-masonry materials; a variance from Section 3-10.C(3)(d)(i) to permit a freestanding identification sign to be constructed with a maximum height of 50-feet above grade; a variance from Section 3-10.C(3)(e) to permit a freestanding identification sign to be constructed with a maximum sign area of 1,049 square feet; a variance from Section 3-10.C(3)(e) to permit a general business sign to be constructed with a maximum sign area of 64 square feet; a variance from Section 3-10.C(3)(k) to permit the identification portion of a multi-purpose sign to have an area of 186 square feet; a variance from Section 3-10.C(3)(k) to permit the directory portion of the sign to have an area of 863 square feet; and a variance from Section 3-10.C(4) to permit an advertising sign, for the property generally located on the northwest side of SH78/KCS Railroad, and on the south side of Woodbridge Parkway adjacent to the SH78/KCS Railroad rights-of-way. The motion was seconded by Councilman Ross and carried with Mayor Felix and Councilman Bickerstaff voting no.

**13-1933 Discuss and consider an ordinance of the City of Sachse, Texas, amending the Code of Ordinances, Chapter 12, "Miscellaneous Regulations," by adding Section 12-5, "E-Cigarette Regulations," for the purpose of prohibiting the sale and distribution of electronic cigarettes to minors and prohibiting the use and possession of electronic cigarettes by minors:**

Following discussion, Councilman Bickerstaff moved to approve Ordinance No. 3551 of the City of Sachse, Texas, amending the Code of Ordinances, Chapter 12, "Miscellaneous Regulations," by adding Section 12-5, "E-Cigarette Regulations," for the purpose of prohibiting the sale and distribution of electronic cigarettes to minors and prohibiting the use and possession of electronic cigarettes by minors, including any liquid products that are manufactured with e-cigarettes. The motion was seconded by Councilman King and carried unanimously.

The City Council recessed briefly from 10:12 p.m. until 10:21 p.m.

**13-1929 Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 3, Building Regulations by relocating and amending Article II, "Tree Preservation" to Chapter 11, "Zoning", Article 4, "General Provisions Applying to All or Several Districts", creating a new Section 11, titled "Landscaping and Screening"; by relocating screening and site landscaping provisions from Chapter 11, "Zoning", Article 3, "[Districts]" to Section 11, "Landscaping and Screening"; relocating Article 4, "General Provisions Applying to All or Several Districts", Section 7, "Nonresidential Landscaping Requirements" to Section 11, "Landscaping and Screening"; relocating Article 4, "General Provisions Applying to All or Several Districts", Section 8, "Residential Landscaping Requirements" to Section 11, "Landscaping and Screening":**

Mayor Felix opened the public hearing. No Comments were made.

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

Following discussion, Councilman Franks moved to approve Ordinance No. 3552 of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 3, Building Regulations by relocating and amending Article II, "Tree Preservation" to Chapter 11, "Zoning", Article 4, "General Provisions Applying to All or Several Districts", creating a new Section 11, titled "Landscaping and Screening"; by relocating screening and site landscaping provisions from Chapter 11, "Zoning", Article 3, "[Districts]" to Section 11, "Landscaping and Screening"; relocating Article 4, "General Provisions Applying to All or Several Districts", Section 7, "Nonresidential Landscaping Requirements" to Section 11, "Landscaping and Screening"; relocating Article 4, "General Provisions Applying to All or Several Districts", Section 8, "Residential Landscaping Requirements" to Section 11, "Landscaping and Screening". The motion was seconded by Councilman King and carried unanimously.

**13-1917 Consider a resolution casting votes for member(s) of the Board of Directors of the Collin Central Appraisal District:**

Following discussion, Mayor Pro Tem Adams moved to approve Resolution No. 3553 casting our 10 votes for Dr. Leo Fitzgerald on the Board of Directors of the Collin Central Appraisal District. The motion was seconded by Councilman King and carried with Councilman Ronnau voting no.

**13-1916 Consider a resolution casting vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District:**

Following discussion, Councilman Bickerstaff moved to approve Resolution No. 3554 casting Sachse's vote for Mr. Michael Hurtt as the fourth member of the Board of Directors of the Dallas Central Appraisal District. The motion was seconded by Councilman Franks and carried unanimously.

**5. Adjournment:**

There being no further business, Councilman Ronnau moved to adjourn. The motion was seconded by Councilman Bickerstaff and carried unanimously. The meeting adjourned at 11:06 p.m.

ATTEST:

APPROVED:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR



## Legislation Details (With Text)

**File #:** 13-1963      **Version:** 1      **Name:** Consider approval of the minutes of the December 19, 2013, special meeting.

**Type:** Agenda Item      **Status:** Agenda Ready

**File created:** 12/23/2013      **In control:** City Council

**On agenda:** 1/6/2014      **Final action:**

**Title:** Consider approval of the minutes of the December 19, 2013, special meeting.

Executive Summary  
Minutes from the recent Council meeting.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Minutes.12.19.13.pdf](#)

Date	Ver.	Action By	Action	Result
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### Title

Consider approval of the minutes of the December 19, 2013, special meeting.

### *Executive Summary*

*Minutes from the recent Council meeting.*

### Background

Minutes from a recent Council meeting on December 19, 2013, for review and approval.

### Policy Considerations

Not applicable.

### Budgetary Considerations

Not applicable.

### Staff Recommendations

Approval of the minutes of the December 19, 2013, special meeting, as a Consent Agenda Item.

**SPECIAL MEETING  
OF THE  
CITY COUNCIL OF THE CITY OF SACHSE  
DECEMBER 19, 2013**

The City Council of the City of Sachse held a Special Meeting on Thursday, December 19, 2013, at 6:30 p.m. at the Sachse City Hall after proper notice. The roll of the duly constituted City Council members was called which members are as follows, to wit:

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

and all were present except Councilman Ronnau.

Staff present: City Manager Billy George and City Secretary Terry Smith.

**1. Agenda Items:**

**13-1956 Discuss and consider action regarding storm debris removal resulting from the December 2013 ice storm that caused widespread damage in the City of Sachse:**

Following discussion, Mayor Pro Tem Adams moved to authorize the City Manager to negotiate and execute an agreement for storm debris removal resulting from the December 2013 ice storm that caused widespread damage in the City of Sachse. The motion was seconded by Councilman Ross and carried unanimously.

**2. Adjournment:**

There being no further business, Mayor Pro Tem Adams moved to adjourn the meeting at 6:43 p.m. The motion was seconded by Councilman Ross and carried unanimously.

APPROVED:

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY SECRETARY



## Legislation Details (With Text)

<b>File #:</b>	13-1940	<b>Version:</b>	1	<b>Name:</b>	Consider a resolution of the City Council of the City of Sachse, Texas, authorizing the Sachse Public Library to apply for the Texas Book Festival Grants for Collection Enhancements (\$5,000.00) and Literacy Initiatives (\$2,500.00).
<b>Type:</b>	Agenda Item	<b>Status:</b>			Agenda Ready
<b>File created:</b>	12/3/2013	<b>In control:</b>			City Council
<b>On agenda:</b>	1/6/2014	<b>Final action:</b>			
<b>Title:</b>	Consider a resolution of the City Council of the City of Sachse, Texas, authorizing the application for the 2014 Texas Book Festival Grants including the Collection Enhancement Grant and the Literacy Initiative Grant.				
	Executive Summary Library Manager is requesting consideration and approval of the resolution to write two Texas Book Festival Grants. One grant will be for collection enhancement and the other grant will be for literacy initiative.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">2013-2014-TBF-Collections-Grant-application PDF</a> <a href="#">2014-TBF-Literacy-Initiative-Grant-ApplicationPDF</a> <a href="#">grant guidelines PDF</a> <a href="#">Council PPT 010614 PDF</a> <a href="#">RES TBF 2014 PDF</a>				

Date	Ver.	Action By	Action	Result
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### Title

Consider a resolution of the City Council of the City of Sachse, Texas, authorizing the application for the 2014 Texas Book Festival Grants including the Collection Enhancement Grant and the Literacy Initiative Grant.

### Executive Summary

*Library Manager is requesting consideration and approval of the resolution to write two Texas Book Festival Grants. One grant will be for collection enhancement and the other grant will be for literacy initiative.*

### Background

The Texas Book Festival was founded in 1995. Since then, it has been a part of the Texas Book Festival's mission to promote Texas libraries and literacy. Each year, funds raised at the annual Texas Book Festival support grants that redistributed the following year. Since 1996, the organization has donated more than \$2.3 million to more than 600 libraries across Texas.

The Texas Book Festival grants are in three categories with three separate grants. The Collection Enhancement grant supports librarians in replacing worn books and adding new books to the collection. They serve to upgrade or increase the book collection. Collection Enhancement grants are funded up to \$2500.00. The Sachse Public Library will apply for a \$2500 for e-books targeting readers in grades 6 to 12. The other grant is for a literacy initiative. The literacy initiative funds sustainable programs that increase literacy in the community. These programs can be targeted at a specific community or audience and can include funding for materials required to support the literacy initiative. Literacy grants are funded up to \$5000.00.

#### Policy Considerations

n/a

#### Budgetary Considerations

No matching funds are required for this grant.

#### Staff Recommendations

Approve a resolution of the City Council of the City of Sachse, Texas, authorizing the application for the 2014 Texas Book Festival Grants including the Collection Enhancement Grant and the Literacy Initiative Grant, as a Consent Agenda Item.

# Application for 2014 Texas Book Festival Collections Enhancement Grant



## General Instructions for 2014 Grants

The Texas Book Festival accepts applications from Texas public libraries. Only complete applications will be considered. Libraries which did not submit timely final reports for past grants will not be considered on current application cycle. All grant applications are reviewed by a committee selected by the Texas Library Association and the Texas Book Festival.

## When to Apply:

The Texas Book Festival has one funding period per year for Library Grants. For the 2013-2014 cycle, applications will be accepted with postmarks no earlier than **November 20, 2013** and no later than **January 31, 2014**.

## Where to Apply:

Please mail three (3) copies of each application to:

Texas Book Festival Grants  
Texas Library Association  
3355 Bee Caves Road, Suite 401  
Austin, Texas 78746-6763

Faxed or emailed applications will not be accepted. If you have questions or concerns, please contact Kendall Miller at (512) 477-3295 or [kendall@texasbookfestival.org](mailto:kendall@texasbookfestival.org).

## What we fund:

1) Collections Enhancement Grants

Upgrade or increase book collections, e-Books, books on CD, and special collections in support of community needs.

### Note About E-Content

E-book subscription services and the individual purchasing of e-books **may be funded if the library already has a subscription service and e-readers established**. If the library is seeking funding for subscription services and e-books, the library must include details about its current e-readers and subscription services in section 1A of the grant application. As the purpose of the TBF Collection Enhancement grants is to enhance public content through sustainable collections, TBF funds should not be used to initiate e-content subscriptions when no history of ongoing funding is present. The TBF funds can be used to increase demand for e-content supply when the requesting library has a history of sustaining such content through local funding.

# Application for 2014 Texas Book Festival Collections Enhancement Grant

## 2) Literacy Initiative Grants

Provide sustainable programs (not one-day events) to increase literacy in the community. These programs can be targeted at a specific community (Spanish speakers, young parents, etc) and can include funding for the materials required to support the literacy initiative.

## 3) Technology Grants

Assist in the purchase of distance-learning education equipment, upgrade internet connections at your branch, purchase new or upgraded hardware and software for your patrons' use, hire IT consultants to assist in upgrading hardware, software, internet connection or security, provide training for patrons on specific software, purchase or upgrade library check out systems (kiosks, self check out, etc).

### **Funding will not be considered for:**

Videos (VHS or DVD)  
Equipment for Staff Use  
Music CDs  
Giveaway Books  
Marketing Programs  
Subscriptions

Furniture  
Gaming Technology  
Carpeting  
Office Supplies  
Televisions or DVD Players  
Hardware for Staff Use  
Specific "Computers for Tots"

### **Final Report Submission**

If an award is granted, it is agreed that the grantee will complete the Texas Book Festival Final Report and submit it no later than December 31, 2014 by mail to:

Texas Book Festival  
610 Brazos, Suite 200  
Austin, Texas 78701

# Application for 2014 Texas Book Festival Collections Enhancement Grant

## Grant Writing Tips

1. Fill out the application completely.
2. Complete the application on a computer or typewriter – do not do it by hand.
3. Be specific and direct.
4. Be realistic in your request.
5. Make sure you demonstrate need, and how you will fulfill this need with the grant funds.
6. Check your spelling and grammar.
7. Don't assume that the evaluator is a librarian – refrain from using library terminology.
8. Provide a concise budget and attach quotes from vendors to show what your actual costs will be. Consider using the *School Library Journal* for average prices if you cannot obtain actual vendor quotes.
9. Provide a timeline of your project, including when you will order items, receive them, implement them, and promote them to your desired community.
10. Consider providing community statistics to show your need and how the project will address that need.
11. When demonstrating your publicity plan, make sure you are getting outside of your library to reach your audience, promoting the project as well as the Texas Book Festival's award.

# Application for 2014 Texas Book Festival Collections Enhancement Grant



For guidelines, please refer to the General Guidelines section of the application (pages 1-2).

Has this library **received** a Texas Book Festival Grant in the past? No\_\_\_ Yes\_\_\_

Check all that apply: 2009\_\_\_ 2010\_\_\_ 2011\_\_\_ 2012\_\_\_ 2013\_\_\_ Other\_\_\_

**District Boundary as listed by TLA:** \_\_\_\_\_  
<http://www.txla.org/district-boundaries>

**Name of library:** \_\_\_\_\_

*If branch, provide headquarters library:* \_\_\_\_\_

**If awarded this grant, check should read:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

*Hours available for questions and notification:* \_\_\_\_\_

**Mailing address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_ **County:** \_\_\_\_\_

**Library Director:** \_\_\_\_\_ **Contact Info:** \_\_\_\_\_

**Information about library:**

*Number of full-time employees:* \_\_\_\_\_

*Number of part-time employees:* \_\_\_\_\_

*Current total branch budget:* \_\_\_\_\_

*Current branch library materials budget:* \_\_\_\_\_

**Amount requested:** \$ \_\_\_\_\_ (*not to exceed \$2,500*)

If an award is received, this library agrees to submit a progress report including an accounting of funds by December 31, 2014 to: Texas Book Festival, 610 Brazos Street, Suite 200 Austin, TX 78701.

\_\_\_\_\_  
**Signature of Head Librarian**

\_\_\_\_\_  
**Date**

*Branch library applications must have signature of library director.*

# Application for 2014 Texas Book Festival Collections Enhancement Grant

Type your responses to the following questions in the spaces provided. Every section of this application must be completed for the application to be reviewed. *No attachments will be considered for this portion of the application.*

## 1. PROJECT DESCRIPTION

**A.** Please state **how you will use** the Texas Book Festival grant funds to increase or upgrade collections.

**B.** Describe the **need or the gaps you have identified in your collection** and state how the Texas Book Festival award will be used to meet the need or fill those gaps identified.

# Application for 2014 Texas Book Festival Collections Enhancement Grant

1-B. continued:

C. Describe **who in your community will benefit** from this award.

## **Application for 2014 Texas Book Festival Collections Enhancement Grant**

### **2. PUBLICITY / PROMOTION**

**A.** Describe **what you will do to actively promote** the materials purchased with your award and how you will get the books into the hands of the targeted community mentioned above.

**B.** Describe how you will promote the Texas Book Festival and the award in your community (press releases, signs, websites, etc.)

# Application for 2014 Texas Book Festival Collections Enhancement Grant

### 3. Proposed BUDGET

**A.** Give an estimated budget and numbers of books and book-related materials to be purchased with these funds. You do not need to list every title. Funds may be requested for the purchase of non-traditional book-related items, such as audio-books or e books for existing e-readers. TBF grants do not fund videos.

Item (non fiction, fiction, audio)	Description	Quantity	Cost Each	Cost Extended
	<b>TOTAL COST</b>		<b>\$</b>	

**B.** Please attach specific quotes from vendors to support your above estimates (ex. Simon & Schuster, Harper Collins, local bookstore, etc.) as addendums to this application. Please list all attached quotes below.

## Application for 2014 Texas Book Festival Collections Enhancement Grant

### 4. Timeline

Please provide a brief timeline that would ensure expending the above funds within a calendar year of receipt.

Three (3) copies of this application should be postmarked no later than **January 31, 2014**. Applications received with postmarks prior to November 20, 2013 will be returned.

**No faxed or e-mail applications will be accepted.**

**Mail to:**

Texas Book Festival Grants  
Texas Library Association  
3355 Bee Cave Road, Suite 401  
Austin, Texas 78746-6763

# Application for 2014 Texas Book Festival Literacy Initiative Grant



## General Instructions for 2014 Grants

The Texas Book Festival accepts applications from Texas public libraries. Only complete applications will be considered. Libraries which did not submit timely final reports for past grants will not be considered on current application cycle. All grant applications are reviewed by a committee selected by the Texas Library Association and the Texas Book Festival.

## When to Apply:

The Texas Book Festival has one funding period per year for Library Grants. For the 2013-2014 cycle, applications will be accepted with postmarks no earlier than **November 20, 2013** and no later than **January 31, 2014**.

## Where to Apply:

Please mail three (3) copies of each application to:

Texas Book Festival Grants  
Texas Library Association  
3355 Bee Caves Road, Suite 401  
Austin, Texas 78746-6763

Faxed or emailed applications will not be accepted. If you have questions or concerns, please contact Kendall Miller at (512) 477-3295 or [kendall@texasbookfestival.org](mailto:kendall@texasbookfestival.org).

## What we fund:

**Please review your specific grant application on page 4 for more detail.**

### 1) Collections Enhancement Grants

Upgrade or increase book collections, e-Books, books on CD, and special collections in support of community needs.

### 2) Literacy Initiative Grants

Provide sustainable programs (not one-day events) to increase literacy in the community. These programs can be targeted at a specific community (Spanish speakers, young parents, etc) and can include funding for the materials required to support the literacy initiative.

# Application for 2014 Texas Book Festival Literacy Initiative Grant

## 3) Technology Grants

Assist in the purchase of distance-learning education equipment, upgrade internet connections at the branch, purchase new or upgraded hardware and software for your patrons' use, hire IT consultants to assist in upgrading hardware, software, internet connection or security, provide training for patrons on specific software, purchase or upgrade library check out systems (kiosks, self check out, etc).

### Funding will not be considered for:

Videos (VHS or DVD)	Furniture
Equipment for Staff Use	Gaming Technology
Music CDs	Carpeting
Giveaway Books	Office Supplies
Marketing Programs	Televisions or DVD Players
Subscriptions	Hardware for Staff Use
	Specific "Computers for Tots"

### Final Report Submission

If an award is granted, it is agreed that the grantee will complete the Texas Book Festival Final Report and submit it no later than December 31, 2014 by mail to:

Texas Book Festival  
610 Brazos, Suite 200  
Austin, Texas 78701

# Application for 2014 Texas Book Festival Literacy Initiative Grant

## Grant Writing Tips

1. Fill out the application completely.
2. Complete the application on a computer or typewriter – do not do it by hand.
3. Be specific and direct.
4. Be realistic in your request.
5. Make sure you demonstrate need, and how you will fulfill this need with the grant funds.
6. Check your spelling and grammar.
7. Don't assume that the evaluator is a librarian – refrain from using library terminology.
8. Provide a concise budget and attach quotes from vendors to show what your actual costs will be. Consider using the *School Library Journal* for average prices if you cannot obtain actual vendor quotes.
9. Provide a timeline of your project, including when you will order items, receive them, implement them, and promote them to your desired community.
10. Consider providing community statistics to show your need and how the project will address that need.
11. When demonstrating your publicity plan, make sure you are getting outside of your library to reach your audience, promoting the project as well as the Texas Book Festival's award.

# Application for 2014 Texas Book Festival Literacy Initiative Grant



**TEXAS  
BOOK  
FESTIVAL**

## **2014 Literacy Initiative Grant Guidelines**

Literacy: –noun

1. The quality or state of being literate, esp. the ability to read and write.
2. Possession of education: to question someone's literacy.
3. A person's knowledge of a particular subject or field: to acquire computer literacy.

Literacy initiatives can be the critical services and programs that support the public library role for community reading and learning. Literacy Initiatives can include family or intergenerational programming, early or emergent literacy programming, school-age and/or young adult programs such as book clubs, book discussion groups, tutoring services, adult learning services, new adult reader services, programs for non English speaking patrons, and partnerships with non-profits who serve patrons or potential patrons who have literacy needs. These programs enhance use of the library and support efforts to become better readers or to appreciate reading as an activity. They do not necessarily have to teach people to read or have formal elements that improve reading skills. For the purposes of this grant, the initiatives focus more on programs and services rather than materials added to the collection.

There are as many examples of literacy programs and services as there are patrons with needs. Applicants may wish to review the following samples of programs and services. Even though web sites may direct interested applicants to large public libraries as well as small public libraries, all sizes of libraries should be able to get some great ideas!

- The **Literacy Coalition of Central Texas** at <http://www.willread.org>.
- The **Literacy Directory** at <http://www.literacydirectory.org>
- Or a searchable directory of members of the **Texas Center for the Advancement of Literacy and Learning** at <http://www-tcall.tamu.edu/provider/search.htm>
- **Berkeley Reads Adult Literacy Program**  
<http://berkeleypubliclibrary.org/system/literacy.html>
- **Every Child Ready to Read** <http://www.ala.org>
- **Reading Companion** <http://www.readingcompanion.org/ReadingCompanion/index.jsp>

# Application for 2014 Texas Book Festival Literacy Initiative Grant



**\*\*Please note that incomplete applications will be not be considered.\*\***

Has this library <b>received</b> a TBF Grant in the past?						
No___ Yes___						
2009___	2010___	2011___	2012___	2013___	Other___	

**District Boundary as listed by TLA:** \_\_\_\_\_  
<http://www.txla.org/district-boundaries>

**Name of library** \_\_\_\_\_

*If branch, provide headquarters library* \_\_\_\_\_

**If awarded this grant, check should read:** \_\_\_\_\_

**Mailing address** \_\_\_\_\_

**City** \_\_\_\_\_ **Zip** \_\_\_\_\_ **County** \_\_\_\_\_

**Phone** \_\_\_\_\_ **Fax** \_\_\_\_\_

**Contact Person** \_\_\_\_\_ **Title** \_\_\_\_\_

**E-mail address** \_\_\_\_\_ **Phone:** \_\_\_\_\_

*Hours available for questions and notification* \_\_\_\_\_

**Library Director:** \_\_\_\_\_

**Phone** \_\_\_\_\_ **E-mail** \_\_\_\_\_

**Information about library**

*Number of full-time library staff* \_\_\_\_\_

*Number of part-time library staff* \_\_\_\_\_

*Current total branch budget* \_\_\_\_\_

*Current library branch materials budget* \_\_\_\_\_

**Amount requested:** \$ \_\_\_\_\_ *(not to exceed \$5,000)*

If an award is received, this library agrees to submit a progress report including an accounting of funds by December 31, 2014. Send reports to: Texas Book Festival, 610 Brazos, Suite 200, Austin, TX 78701.

\_\_\_\_\_  
**Signature of Head Librarian**

\_\_\_\_\_  
**Date**

# Application for 2014 Texas Book Festival Literacy Initiative Grant

*Branch library applications must have signature of library director.*

Type your responses to the following questions in the spaces provided. Every section of this application must be completed for the application to be reviewed. No attachments will be considered in this portion of the application.

## 1. INITIATIVE DESCRIPTION

**A.** Describe the **literacy need(s) or gaps you have identified in your community** and state how the Book Festival award will be used to assist your library to meet the needs identified. Please include information on community partnerships involved in this literacy initiative.

**B.** Describe specifically **who will benefit** from this award and how it will impact your community.

# Application for 2014 Texas Book Festival Literacy Initiative Grant

1. B. (Continued)

## 2. PUBLICITY / PROMOTION

Describe **what you will do to actively promote** the Literacy Initiative to match the targeted population with new services and programs. How will you ensure that members of the targeted population know about this program?

## Application for 2014 Texas Book Festival Literacy Initiative Grant

### 3. PROPOSED BUDGET (not to exceed \$5,000)

**A.** Give an estimated budget for funds needed. Please note that book and materials money must be less than 10% of the total funds requested for this grant. For increasing or upgrading collections, applicants must use the Collections Enhancement Grant Application.

Area of Expenditure	Description	Quantity	\$
Staffing			
Materials			
Community Outreach			
Other			
		TOTAL	

**B.** Please attach quotes from vendors to support your above estimates. Please list all attachments below:

# Application for 2014 Texas Book Festival Literacy Initiative Grant

## 4. Timeline

Please provide a brief timeline that would ensure expending the above funds within a calendar year of receipt.

Three (3) copies of this application should be postmarked no later than **January 31, 2014**. Applications received with postmarks prior to November 20, 2013 will be returned.

**No faxed or e-mail applications will be accepted.**

### **Mail to:**

Texas Book Festival Grants  
Texas Library Association  
3355 Bee Cave Road, Suite 401  
Austin, Texas 78746-6763

# Applications:

## Technology Grant Application

Technology grants assist libraries in purchasing distance-learning education equipment, upgrading internet connections, purchasing new or upgraded hardware and software for patrons' use, or hiring IT consultants to assist in upgrading hardware, software, internet connections and security. This grant may also be used to provide training for patrons on specific software and to purchase or upgrade library check out systems. Technology grants are funded up to \$5,000.

## Collections Grant Application

Collection Enhancement Grants support libraries in replacing worn books and adding new books to the collection. They serve to upgrade or increase book collections, e-books, books on CD, and special collections in support of community needs. Collection Enhancement Grants are funded up to \$2,500.

\*A Note About E-Content: E-book subscription services and the individual purchasing of e-books may be funded if the library already has a subscription service and e-readers established. If the library is seeking funding for subscription services and e-books, the library must include details about its current e-readers and subscription services in section 1A of the grant application. As the purpose of the TBF Collection Enhancement grants is to enhance public content through sustainable collections, TBF funds should not be used to initiate e-content subscriptions when no history of ongoing funding is present. The TBF funds can be used to increase demand for e-content supply when the requesting library has a history of sustaining such content through local funding.

## Literacy Initiative Grant Application

Literacy Initiative Grants fund sustainable programs that increase literacy in the community. These programs can be targeted at a specific community or audience and can include funding for the materials required to support the literacy initiative. Literacy Initiative grants are funded up to \$5,000.

# Guidelines:

**\*Please read guidelines carefully as some of our policies have changed.**

## **Eligibility**

Any Texas public library that reports to Texas State Library and Archives Commission (TSLAC) is eligible to apply for TBF grants. Public library standards are promulgated through the TSLAC and are codified in the *Texas Administrative Code*, Title 13, Part 1, Chapter 1, Subchapter C. Essentially, these requirements stipulate a certain number of hours open, free access to the public, and minimal staffing and materials levels. The purpose of using these state standards is to ensure that any entity applying for TBF funds does, indeed, function as a public library serving the needs of a community.

Only Texas public libraries are eligible to submit applications. In the case of joint-use libraries (such as joint public-school libraries or joint public-community college libraries), the library is still eligible to apply.



Sachse  
Public Library

3815C

# TEXAS BOOK FESTIVAL GRANTS





## Highlights of Texas Book Festival Grant Resolution

- The Library is applying for the collection enhancement grant and the literacy initiative grant.
- The collection enhancement grant supports librarians in adding e-books to established e-book collections. The Library began offering e-books on December 9, and the materials are very popular. The Sachse Public Library will apply for \$2500 for e-books targeting grades 6 to 12.
- Literacy initiative grants fund sustainable programs that increase literacy in the community. These programs can be targeted at a specific community or audience and can include funding for materials required to support the literacy initiative. Literacy funds are up to \$5,000.



## Texas Book Festival Grant Resolution

- Approve a resolution of the City Council of the City of Sachse, Texas authorizing the Sachse Public Library to apply for two Texas Book Festival grants which are collection enhancement (\$2500) and literacy initiative (\$5,000).

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL AT THE CITY OF SACHSE, TEXAS AUTHORIZING THE APPLICATION FOR THE 2014 TEXAS BOOK FESTIVAL GRANTS INCLUDING THE COLLECTION ENHANCEMENT GRANT AND THE LITERACY INITIATIVE GRANT; AND PROVIDING AN EFFECTIVE DATE.**

**Whereas**, the Sachse Public Library provides library services for the citizens of Sachse; and

**Whereas**, the Sachse Public Library desires additional funding to provide adequate materials for its customers; and

**Whereas**, the Texas Book Festival offers grants for collection enhancement and literacy initiative.

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

That the City Manager of the City of Sachse is hereby authorized to apply for two Texas Book Festival grants for collection enhancements and literacy initiatives.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Sachse, Texas, this the 6<sup>th</sup> day of January 2014.

APPROVED:

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY SECRETARY



Legislation Details (With Text)

<b>File #:</b>	13-1965	<b>Version:</b>	1	<b>Name:</b>	Monthly Revenue and Expenditure Report for November 2013
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	12/30/2013	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	1/6/2014	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider receiving the Monthly Revenue and Expenditure Report for the period ending November 30, 2013.				
	Executive Summary The Finance Department will prepare a report each month to update the City Council regarding revenues and expenditures for the City. The attached report is for the month ended November 30, 2013.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">UF 11-30-2013.pdf</a> <a href="#">SEDC 11-30-2013.pdf</a> <a href="#">GF 11-30-2013.pdf</a> <a href="#">DS 11-30-2013.pdf</a>				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Title

Consider receiving the Monthly Revenue and Expenditure Report for the period ending November 30, 2013.

Executive Summary

*The Finance Department will prepare a report each month to update the City Council regarding revenues and expenditures for the City. The attached report is for the month ended November 30, 2013.*

Background

Included in the report are unaudited summaries for the General Fund, Utility Fund, Debt Service Fund, and Sachse Economic Development Corporation, for the period ended November 30, 2013.

Policy Considerations

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

Budgetary Considerations

N/A

### Staff Recommendations

Staff recommends that the City Council receive the Monthly Revenue and Expenditure Report for the period ending November 30, 2013 as a Consent Agenda item.

**City of Sachse**  
 Monthly Revenue and Expenditure Report  
 November 30, 2013  
 (Unaudited)

**UTILITY FUND**

17% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 17%
<b>Revenue Summary</b>					
Water Revenue	\$ 4,062,949	\$ 248,503	\$ 606,703	14.93%	
Sewer Revenue	3,092,342	263,579	525,212	16.98%	
Fees	162,200	21,472	44,973	27.73%	
Impact Fees	-	-	-		<b>A</b>
Interest Income	3,500	(456)	(456)	-13.03%	<b>B</b>
Miscellaneous Income	1,000	-	-	0.00%	
<b>Total Revenue</b>	<b>\$ 7,321,991</b>	<b>\$ 533,098</b>	<b>\$ 1,176,432</b>	<b>16.07%</b>	
<b>Expenditure Summary</b>					
Utility Administration	\$ 268,754	\$ 17,851	\$ 35,476	13.20%	
Water Operations	3,990,717	328,005	653,905	16.39%	
Sewer Operations	3,006,735	467,018	674,635	22.44%	
Meter Reading	126,110	25,860	33,740	26.75%	
<b>Total Expenditures</b>	<b>\$ 7,392,316</b>	<b>\$ 838,734</b>	<b>\$ 1,397,756</b>	<b>18.91%</b>	
<b>Total Revenue Over/Under Expenses</b>	<b>\$ (70,325)</b>	<b>\$ (305,636)</b>	<b>\$ (221,325)</b>		

**Explanation of Major Variances:**

- A** Impact Fees are no longer reported in the Utility Fund
- B** Investment Income will post at end of quarter. Negative amount is for investment expense.

**City of Sachse**  
 Monthly Revenue and Expenditure Report  
 November 30, 2013  
 (Unaudited)

**SACHSE ECONOMIC DEVELOPMENT CORPORATION**

17% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 17%
<b>Revenue Summary</b>					
Sales Tax	\$ 429,796	\$ 50,523	\$ 81,697	19.01%	
Interest Income	7,500	(760)	(760)	-10.13%	<b>A</b>
<b>Total Revenue</b>	<b>\$ 437,296</b>	<b>\$ 49,763</b>	<b>\$ 80,937</b>	<b>18.51%</b>	
<b>Expenditure Summary</b>					
Expenditures	507,757	32,519	49,262	9.70%	
<b>Total Expenditures</b>	<b>\$ 507,757</b>	<b>\$ 32,519</b>	<b>\$ 49,262</b>	<b>9.70%</b>	
<b>Total Revenue Over/Under Expenses</b>	<b>\$ (70,461)</b>	<b>\$ 17,243</b>	<b>\$ 31,675</b>		

**Explanation of Major Variances:**

**A** Interest Income will post at quarter end. Negative amount is investment expense.

**City of Sachse**  
 Monthly Revenue and Expenditure Report  
 November 30, 2013  
 (Unaudited)

**GENERAL FUND**

17% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 17%
<b>Revenue Summary</b>					
Property Tax	\$ 6,866,469	\$ 283,309	\$ 422,986	6.16%	<b>A</b>
Sales Tax	875,193	101,046	168,187	19.22%	
Franchise Fees	1,431,811	114,487	310,018	21.65%	
Licenses and Permits	531,650	30,066	87,196	16.40%	
Service Fees	531,173	46,175	131,041	24.67%	
Fines	365,000	11,772	30,190	8.27%	
Interest Income	5,000	(608)	(608)	-12.16%	<b>B</b>
Miscellaneous Income	141,097	14,052	35,151	24.91%	
Intergovernmental Revenue	945,617	78,801	157,603	16.67%	
<b>Total Revenue</b>	<b>\$ 11,693,010</b>	<b>\$ 679,100</b>	<b>\$ 1,341,765</b>	<b>11.47%</b>	
<b>Expenditure Summary</b>					
City Manager	\$ 316,601	\$ 25,500	\$ 52,157	16.47%	
City Secretary	161,036	16,284	26,641	16.54%	
Human Resources	238,777	20,422	33,633	14.09%	
Finance	488,373	48,198	85,719	17.55%	
Municipal Court	171,190	13,176	21,389	12.49%	
Parks & Recreation	778,069	45,018	113,206	14.55%	
Senior Programs	106,526	8,032	16,009	15.03%	
Library Services	295,001	22,692	51,026	17.30%	
Community Development	612,651	52,418	98,969	16.15%	
Streets & Drainage	1,060,526	49,923	130,389	12.29%	
Facility Maintenance	319,638	13,263	38,001	11.89%	
Police	3,165,608	264,401	551,462	17.42%	
Animal Control	154,026	12,868	25,453	16.53%	
Fire/EMS	2,274,839	159,213	351,478	15.45%	
Combined Services	1,217,006	70,848	344,301	28.29%	<b>C</b>
City Engineer	263,883	17,249	35,426	13.42%	
<b>Total Expenditures</b>	<b>\$ 11,623,750</b>	<b>\$ 839,506</b>	<b>\$ 1,975,258</b>	<b>16.99%</b>	
<b>Total Revenue Over/Under Expenses</b>	<b>\$ 69,260</b>	<b>\$ (160,406)</b>	<b>\$ (633,494)</b>		

**Explanation of Major Variances:**

- A** Property tax collections peak in December and January
- B** Investment Income will post at end of quarter. Negative amount is for investment expense.
- C** Full-year premium property/liability insurance posted in October

Monthly Revenue and Expenditure Report  
November 30, 2013  
(Unaudited)

**Debt Service Fund**

17% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
<b>Revenue Summary</b>					
Property Tax	\$ 2,915,826	\$ 119,045	\$ 177,164	6.08%	<b>A</b>
Interest Income	1,500	(152)	(152)	-10.13%	<b>B</b>
<b>Total Revenue</b>	<b>\$ 2,917,326</b>	<b>\$ 118,893</b>	<b>\$ 177,012</b>	<b>6.07%</b>	
<b>Expenditure Summary</b>					
Fees	\$ 1,000	\$ -	\$ -	0.00%	
Principal	1,125,000		-	0.00%	<b>C</b>
Interest	1,798,531			0.00%	<b>C</b>
<b>Total Expenditures</b>	<b>\$ 2,924,531</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	
<b>Total Revenue Over/Under Expenses</b>	<b>\$ (7,205)</b>	<b>\$ 118,893</b>	<b>\$ 177,012</b>		

- A** Property tax collections peak in the months of December and January
- B** Interest income posts quarterly. Negative amount is investment expense.
- C** Principal payments are due in February and interest payments in February and August



Legislation Details (With Text)

<b>File #:</b>	13-1966	<b>Version:</b>	1	<b>Name:</b>	Ordinance charter amendments
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	12/31/2013	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	1/6/2014	<b>Final action:</b>		<b>Final action:</b>	

**Title:** Consider an ordinance of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 7 "Personnel" by amending Section 7-1 by providing requirements that are consistent with the City Home Rule Charter to provide for attendance requirements and removal procedures for the Library Board Members; by amending Section 7-2 by providing requirements consistent with the City Home Rule Charter for attendance requirements and removal procedures for the Park and Recreation Commission; by amending Chapter 11 "Zoning Ordinance" by amending Section 11-3 by providing requirements consistent with the City Home Rule Charter for attendance requirements and removal procedures for the Planning and Zoning members; by amending Section 11-4 by providing requirements consistent with the City Home Rule Charter for attendance requirements and removal procedure for the Board of Adjustment members; providing a repealing clause; providing a savings clause; providing a severability clause; and providing an effective date.

**Executive Summary**

This ordinance prepared by the City Attorney makes the Code of Ordinances consistent with the Home Rule Charter.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Ordinance.Charter amendments.pdf](#)

Date	Ver.	Action By	Action	Result
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**Title**

Consider an ordinance of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 7 "Personnel" by amending Section 7-1 by providing requirements that are consistent with the City Home Rule Charter to provide for attendance requirements and removal procedures for the Library Board Members; by amending Section 7-2 by providing requirements consistent with the City Home Rule Charter for attendance requirements and removal procedures for the Park and Recreation Commission; by amending Chapter 11 "Zoning Ordinance" by amending Section 11-3 by providing requirements consistent with the City Home Rule Charter for attendance requirements and removal procedures for the Planning and Zoning members; by amending Section 11-4 by providing requirements consistent with the City Home Rule Charter for attendance requirements and removal procedure for the Board of Adjustment members; providing a repealing clause; providing a savings clause; providing a severability clause; and providing an effective date.

**Executive Summary**

*This ordinance prepared by the City Attorney makes the Code of Ordinances consistent with the Home Rule Charter.*

## Background

This is a housekeeping measure. On May 11, 2013, Sachse voters approved 27 charter amendments. The ordinance provides for the changes to be consistent with the Sachse Home Rule Charter. For example, the Zoning ordinance provides for 7 members on the Planning and Zoning Commission. The Charter amendment provides for alternate members of the P&Z, Thus, the ordinance will make both consistent.

City Attorney Joe Gorfida will be present to answer any questions.

## Policy Considerations

Some policy considerations- Library board attendance; P&Z membership; and Board of Adjustments attendance.

## Budgetary Considerations

None

## Staff Recommendations

Staff recommends Council approve an ordinance of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 7 "Personnel" by amending Section 7-1 by providing requirements that are consistent with the City Home Rule Charter to provide for attendance requirements and removal procedures for the Library Board Members; by amending Section 7-2 by providing requirements consistent with the City Home Rule Charter for attendance requirements and removal procedures for the Park and Recreation Commission; by amending Chapter 11 "Zoning Ordinance" by amending Section 11-3 by providing requirements consistent with the City Home Rule Charter for attendance requirements and removal procedures for the Planning and Zoning members; by amending Section 11-4 by providing requirements consistent with the City Home Rule Charter for attendance requirements and removal procedure for the Board of Adjustment members; providing a repealing clause; providing a savings clause; providing a severability clause; and providing an effective date., as a consent agenda item.

.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 7 “PERSONNEL” BY AMENDING SECTION 7-1 BY PROVIDING REQUIREMENTS THAT ARE CONSISTENT WITH THE CITY HOME RULE CHARTER TO PROVIDE FOR ATTENDANCE REQUIREMENTS AND REMOVAL PROCEDURES FOR THE LIBRARY BOARD MEMBERS; BY AMENDING SECTION 7-2 BY PROVIDING REQUIREMENTS CONSISTENT WITH THE CITY HOME RULE CHARTER FOR ATTENDANCE REQUIREMENTS AND REMOVAL PROCEDURES FOR THE PARK AND RECREATION COMMISSION; BY AMENDING CHAPTER 11 “ZONING ORDINANCE” BY AMENDING SECTION 11-3 BY PROVIDING REQUIREMENTS CONSISTENT WITH THE CITY HOME RULE CHARTER FOR ATTENDANCE REQUIREMENTS AND REMOVAL PROCEDURES FOR THE PLANNING AND ZONING MEMBERS; BY AMENDING SECTION 11-4 BY PROVIDING REQUIREMENTS CONSISTENT WITH THE CITY HOME RULE CHARTER FOR ATTENDANCE REQUIREMENTS AND REMOVAL PROCEDURE FOR THE BOARD OF ADJUSTMENT MEMBERS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

**SECTION 1.** That Chapter 7 “Personnel” of the City of Sachse Code of Ordinances be, and the same is hereby amended by amending Section 7-1 by providing for removal of Library Board members that are consistent with the City’s Home Rule Charter, to read as follows:

“**Sec. 7-1. Library board.**

...

- D. *Removal.* The members of the library board shall be subject to removal from office by the governing body for any cause deemed sufficient for their removal in the interest of the public service. If any member of the library board is absent from three consecutive regular meetings, such member may be removed by the City Council.

...”

**SECTION 2.** That Chapter 7 “Personnel” of the City of Sachse Code of Ordinances be, and the same is hereby amended by amending Section 7-2 by adding section (9) providing for attendance requirements for the Park and Recreation Commission that are consistent with the City’s Home Rule Charter, to read as follows:

**“Sec. 7-2. Park and recreation commission.**

...

B. *Created*

...

- (9) If a member of the park and recreation commission is absent from three consecutive regular meetings, such member may be removed by the City Council.

...”

**SECTION 3.** That Chapter 11 “Zoning Ordinance” of the City of Sachse Code of Ordinances be, and the same is hereby amended by amending Section 11-3 by providing for removal and attendance terms for the Planning and Zoning Commission that are consistent with the City’s Home Rule Charter, to read as follows:

**“Sec. 11-3. Planning and zoning commission.**

A. *Created.*

- (1) There is hereby created a planning and zoning commission of the city. Such commission shall consist of seven members, and may include alternates. The commission members shall be qualified voters in the city.

...

- (3) Vacancies in the planning and zoning commission occurring other than through the expiration term of office shall be filled by the majority vote of the entire city council. Sachse appointee shall serve for that portion of the unexpired term remaining of the vacancy being filled.

- (4) If any member of the planning and zoning commission is absent from three consecutive regular meetings, such member may be removed by the City Council.

- (5) The members of the planning and zoning commission shall serve without compensation.

- (6) Four members of the planning and zoning commission shall constitute a quorum, and all members, including the presiding chairman, shall have the right of one vote each, a quorum being present. All actions by the planning and zoning commission shall be by a majority vote of those members present. The planning and zoning commission shall:

- (a) Organize and select officers in June of each year, which shall include a chairman, vice-chairman and secretary to serve for one-year terms;

- (b) Adopt its own rules of procedure for the conduct of its public hearings; and
- (c) Keep accurate minutes of its meetings which shall be recorded with the city secretary, and such minutes shall become a part of the permanent city records. Its meetings shall be open to the public at all times. The commission shall meet at least once a month.

...

- (D) *Removal.* Removal of members of the planning and zoning commission shall be in accordance with the provisions of Article VIII, Section 8.01(2) of the City of Sachse's Home Rule Charter.

...”

**SECTION 4.** That Chapter 11 “Zoning Ordinance” of the City of Sachse Code of Ordinances be, and the same is hereby amended by amending Section 11-4 by providing for removal and attendance terms for the Board of Adjustment that are consistent with the City’s Home Rule Charter, to read as follows:

**“Sec. 11-4. Board of adjustment.**

A. *Created.*

- (1) Under the authority of the Home rule Charter of the City of Sachse, Texas there is hereby created a board of adjustment. This board shall consist of five members and may include four (4) alternates, appointed by a majority of the city council for a term of two (2) years. Vacancies on the board shall be filled first by alternate members on the basis of seniority. All other vacancies shall be filled by appointment by the original appointing authority of a suitable person to serve out the unexpired term of any member whose place on the board has become vacant for any cause.
- (2) If any member of the board of adjustment is absent from three consecutive regular meetings, such member may be removed by the City Council.

...”

**SECTION 5.** That all provisions of the Ordinances of the City of Sachse, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 6.** That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

**SECTION 7.** That this ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provides.

**PASSED AND APPROVED** by the City Council of the City of Sachse, Texas 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/JJG/12-27-13/TM 64129)



## Legislation Details (With Text)

**File #:** 13-1968      **Version:** 1      **Name:** Christopher Holland Retirement Proclamation  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 12/31/2013      **In control:** City Council  
**On agenda:** 1/6/2014      **Final action:**  
**Title:** Recognize Officer Christopher Holland with a Proclamation on his Retirement  
 Executive Summary  
 Recognize Officer Christopher Holland with a Proclamation on his Retirement  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Proclamation.Chris Holland.pdf](#)

Date	Ver.	Action By	Action	Result
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**Title**  
 Recognize Officer Christopher Holland with a Proclamation on his Retirement

*Executive Summary*  
 Recognize Officer Christopher Holland with a Proclamation on his Retirement

**Background**  
 Chris Holland started with the City of Sachse in February, 1992, promoting quickly to the position of Police officer in June, 1993. During his first month of service as a Dispatcher, Chris was instrumental in saving the life of a child, which also earned him recognition from the State of Texas. Over his career, he received five more life saving awards for his heroics in the line of duty. Officer Holland also received Officer of the Year and Employee of the Year.

During his distinguished service to the citizens of Sachse, Officer Holland has been in the capacity of Patrol Officer, CID Investigator, and School Resource Officer, firearms instructor, police instructor, field training officer, mental health peace officer, and bicycle officer. Officer Holland received his Master Peace Officer license in 2008.

After twenty one years of service with the Sachse Police Department, Officer Christopher Holland has retired. We wish him the very best.

**Policy Considerations**  
 None

**Budgetary Considerations**

None

Staff Recommendations

Staff recommends presentation of Proclamation.

## ***PROCLAMATION***

**WHEREAS**, Mr. Chris Holland has served the City of Sachse as a Police Officer;  
and

**WHEREAS**, Officer Holland started his career as a police dispatcher, then served as Reserve Officer and Police Officer; and

**WHEREAS**, Chris has also served as a School Resource Officer, Firearms Instructor Bicycle Officer and many other positions during his career; and

**WHEREAS**, During Officer Holland's tenure, his heroics in the line of duty resulted in six saved lives; and

**WHEREAS**, Chris Holland is retiring after 21 years of public service and will be greatly missed. We wish him luck in his future endeavors.

**NOW, THEREFORE**, by the powers vested in me as Mayor of the great City of Sachse, Texas, I do hereby proclaim

**January 6, 2014 as "Chris Holland Day" in the City of Sachse**

in recognition of his significant contributions to our community and the many friendships he has established over the years.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 6th day of January, 2014.



\_\_\_\_\_  
Mike J. Felix  
Mayor



Legislation Details (With Text)

<b>File #:</b>	13-1976	<b>Version:</b>	1	<b>Name:</b>	2014 Staff Briefing City Manager
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	1/2/2014	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	1/6/2014	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Staff Briefing: City Manager.				

Executive Summary

Each month a briefing is given to City Council providing an update of recent actions and events for a specific department. This month the City Manger will brief the Council.

Sponsors:

Indexes:

Code sections:

Attachments: [20140106 CM Staff Briefing.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Staff Briefing: City Manager.

*Executive Summary*

*Each month a briefing is given to City Council providing an update of recent actions and events for a specific department. This month the City Manger will brief the Council.*

Background

Each month a briefing is given to City Council providing an update of recent actions and events for a specific department. This month the City Manger will brief the Council.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

None.



“Sachse is a friendly, vibrant community offering a safe and enjoyable quality of life to all those who call Sachse home.”

**CITY MANAGER  
STAFF BRIEFING**

**Billy George, P.E.  
January 6, 2014**

VISION

“Sachse is a friendly, vibrant community offering a safe and enjoyable quality of life to all those who call Sachse home.”



## HOW DID WE DO IN 2013?

- Friendly
    - Most successful Red, White & Blue Blast.
    - Increased transparency through Council Meeting Broadcasts.
    - Online Reporting to City Hall through website.
    - E-Watch Citizen Contact System.
- 

## HOW DID WE DO IN 2013?

- Vibrant
    - Youth Scholarship
    - Teen Section in Library
    - Youth Advisor to Parks Board
    - Increased Development (Wal-Mart, Glen Carr Memory Care, Mansions Apartments, Others)
    - E-Books in Sachse Public Library
    - “Water Smart” Landscaping Ordinance
- 

## HOW DID WE DO IN 2013?

- Safe
  - 5<sup>th</sup> Safest City in Texas (safewise.com)
  - Sheltering during 2013 Ice Storm
  - Regulation of E-Cigarettes
  - Mosquito Action Plan
  - Investment in New Command Vehicle



## WHAT ABOUT 2014?

- Traffic Calming Policy
- State Highway 78 Visioning
- Implement Youth Advisor & Scholarship
- Expanded Recycling at Cleanup Greenup
- Infrastructure in the PGBT Corridor
- Street Maintenance Tax Implementation
- Continue Partnering with Private Sector to Leverage Public Funds



## GROWTH CHALLENGES/OPPORTUNITIES

- Equipment/Vehicle Replacement
  - Adequacy of Utility Fund to Cover Costs
  - Growth-Related Infrastructure & Facility Funding
  - Increasing Customer Expectations
  - Organizational Development
- 

## 2014 MAJOR FOCUS ITEMS

- Implementation Plan for State Highway 78 Vision
  - Adequacy of Utility Fund
    - Address rising water and sanitary sewer costs.
    - Consider infrastructure reinvestment (30+ year-old water & sewer components)
  - Advance Equipment Replacement
    - Continue building capacity to retire obsolete assets
    - Meet requirements of P-25 Interoperability Mandate (radios going digital).
- 

## 2014 MAJOR FOCUS ITEMS

- Financing Critical PGBT Infrastructure
  - Funding sanity sewer “backbone”
- Organizational Effectiveness
  - Developing tomorrow’s leaders
  - Grow customer-centric operations
  - “Right size” municipal structure
- Planning Facility/Infrastructure Growth
  - Animal Shelter
  - Water Tower
  - Thoroughfares



Billy George, P.E.

City Manager

City of Sachse

469-429-4770

[bgeorge@cityofsachse.com](mailto:bgeorge@cityofsachse.com)





Legislation Details (With Text)

**File #:** 13-1964      **Version:** 1      **Name:** Administer Oath of Office  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 12/23/2013      **In control:** City Council  
**On agenda:** 1/6/2014      **Final action:**  
**Title:** Administer Oath of Office to Jeff Williams on the Animal Shelter Board.

Executive Summary  
Mayor Felix will administer the Oath of Office Jeff Williams on the Animal Shelter Board appointed at the last regular meeting.

**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Sample Oath.pdf](#)

Date	Ver.	Action By	Action	Result
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**Title**  
Administer Oath of Office to Jeff Williams on the Animal Shelter Board.

*Executive Summary*  
*Mayor Felix will administer the Oath of Office Jeff Williams on the Animal Shelter Board appointed at the last regular meeting.*

**Background**  
At the December 2, 2013 meeting, the Council appointed Jeff Williams to the Animal Shelter Board. Tonight, Mr. Williams will receive the Oath of Office, to enable the him to assume his office. Staff members will follow up with the appointees before their next board meeting.

**Policy Considerations**  
None.

**Budgetary Considerations**  
None.

**Staff Recommendations**  
Mayor Felix administer the Oath of Office Jeff Williams on the Animal Shelter Board.

In the name and by the authority of

*THE STATE OF TEXAS*

*OATH OF OFFICE*

SAMPLE

I, Scott Everett do solemnly swear, that I will faithfully execute the duties of the office of the Planning & Zoning Commissioner, of the City of Sachse, State of Texas, and will, to the best of my ability preserve, protect and defend the Constitution and laws of the United States and of this State, so help me God.

X  
Affiant

SWORN TO and subscribed before me by affiant on the 18th day of November, 2013.

\_\_\_\_\_  
Signature of person administering oath

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



Legislation Details (With Text)

<b>File #:</b>	13-1957	<b>Version:</b>	2	<b>Name:</b>	City Scholarship Fund
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	12/18/2013	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	1/6/2014	<b>Final action:</b>		<b>Final action:</b>	

**Title:** Consider a resolution of the City Council of the City of Sachse, Texas, approving the application form for the City of Sachse Scholarship Fund in the amount of \$1,000.00.

Executive Summary

Allied Waste is providing \$1,000 to the City of Sachse to be used for a scholarship for the upcoming Fall of 2014 college semester. The scholarship will be awarded to a student currently at the 12th grade level and who is a resident of Sachse. The City of Sachse City Council will be making final decisions on some of the requirements students will have to meet to be eligible for the scholarship. The Council will also determine the application process including deadlines and award dates.

Sponsors:

Indexes:

Code sections:

- Attachments:**
- [AlliedWasteContract](#)
  - [EssayScoringCriteria](#)
  - [Scholarship Scoring Sheet 2013](#)
  - [Resolution Approving Criteria and Application for \\$1000 Scholarship](#)
  - [AlliedScholarship \(2\)](#)
  - [CityScholarship2013PDF](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving the application form for the City of Sachse Scholarship Fund in the amount of \$1,000.00.

Executive Summary

*Allied Waste is providing \$1,000 to the City of Sachse to be used for a scholarship for the upcoming Fall of 2014 college semester. The scholarship will be awarded to a student currently at the 12th grade level and who is a resident of Sachse. The City of Sachse City Council will be making final decisions on some of the requirements students will have to meet to be eligible for the scholarship. The Council will also determine the application process including deadlines and award dates.*

Background

At the November 4, 2013 meeting, the City Council gave direction to the scholarship committee concerning the requirements and application process for the scholarship. The committee has developed an application and review process based upon the input received from the City Council at the November 4, 2013, meeting. The City of Sachse scholarship is a

wonderful opportunity for the City to provide educational funds to a Sachse resident that is at the 12th grade level. The funds were provided by Allied Waste in the renewal of their city-wide solid waste contract.

Several department heads have worked as a committee to meet the requests made by the City Council on the scholarship application and review process.

#### Policy Considerations

Set a policy for the application requirements and review process for the City Scholarship through the terms of the Allied Waste contract.

#### Budgetary Considerations

The scholarship is for \$1,000 and will be eligible to disperse once the new contract starts on April 2, 2014, which allows us time to gather applications, select the recipient, and award the scholarship in the Spring of 2014 to a 12th grade level student residing in Sachse.

#### Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, approving the application form for the City of Sachse Scholarship Fund in the amount of \$1,000.00.

original delivered to  
Terry Smith on 10/22/13

Notify Allied prior to  
9/29/18 if not  
renewing.

 COPY

**FIRST AMENDMENT TO AGREEMENT FOR CITY OF SACHSE  
SOLID WASTE COLLECTION & DISPOSAL**

This First Amendment to Agreement for City of Sachse Solid Waste Collection & Disposal (the "Amendment") is dated effective April 2, 201~~3~~<sup>4</sup> (the "Effective Date"), by and between the **CITY OF SACHSE, TEXAS** (the "City"), and **ALLIED WASTE SYSTEMS, INC.** ("Contractor").

RECITALS

A. The City and Contractor entered into that certain Agreement for City of Sachse Solid Waste Collection & Disposal, dated September April 2, 2009 (the "Agreement"), pursuant to which Contractor agreed to provide for the collection and disposal of residential and commercial solid waste and recycling services within the City.

B. The parties desire to enter into this Amendment to extend the Agreement and modify certain provisions of the Agreement as more fully set forth in this Amendment.

AGREEMENT

The City and Contractor agree as follows:

1. Extension of Term. The parties agree that the term of the Agreement shall be extended for an additional five years to expire on April 2, 201~~8~~<sup>9</sup> (the "Extended Term"). At the end of the Extended Term, the parties agree that the Extended Term may be extended in accordance with Article 1 of the Agreement.

2. Rate Increases. The parties agree that notwithstanding anything to the contrary in Section 3.2 of the Agreement, Contractor will not implement a CPI increase until October, 2014.

3. Additional Services. The parties agree that Contractor shall provide the following additional services to the City beginning on each anniversary date during the Extended Term on an annual basis:

(a) Annual Christmas Tree Collections. Contractor agrees that, in connection with any residents Christmas trees that it collects pursuant to Section 3.3(j) of the Agreement, Contractor shall recycle such Christmas trees into mulch and return the mulch to the City.

(b) Annual "Great American Clean Up Event". During the City's annual "Great American Clean Up Event", from the City's residents (with proof of residency), Contractor agrees to provide the following services:

(i) Electronic Waste and Universal Waste Collection and Disposal. Contractor, or its subcontractor(s), shall collect one time per year. Items collected listed on Exhibit A.

(ii) Household Hazardous Waste Collection and Disposal. Contractor, or its subcontractor(s), shall provide residential collection one time per year. Items collected listed on Exhibit B. At no time will medical waste be collected at a household hazardous waste collection.

(iii) Document Shredding. Contractor, or its subcontractor(s), shall provide residential document shredding once per year at cleanup event as more fully set forth on Exhibit C. Due to healthcare confidential laws, medical records cannot be accepted.

4. Annual Donation. Beginning on each anniversary date during the Extended Term, Contractor shall provide the City with a total annual donation of \$10,000, distributed as the following: \$2,500 to City animal shelter, \$2,500 to City library collection, \$1,000 to City college scholarship, \$1,000 to 4<sup>th</sup> of July celebration, \$2,000 City beautification and park system and \$1,000 to educational purposes / calendar.

5. Insurance. The parties agree that notwithstanding anything to the contrary in Exhibit "C" of the Agreement to the contrary:

(a) The certificate of insurance shall only provide thirty (30) days notice for a cancellation; and

(b) Contractor shall not be required to carry professional services insurance.

6. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

7. Continuing Effect; Execution in Counterparts. Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original.

**[Signatures on following page]**

In witness whereof, the parties have entered into this Amendment to be effective as of the date first written above.

Contractor:

Allied Waste Systems, Inc.

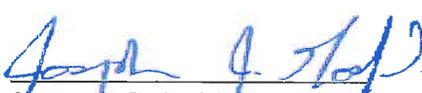
By:   
Name: KEITH CAPOESMAN  
Title: AREA PRESIDENT

City:

City of Sachse, Texas

By:   
Name: William K. George  
Title: City Manager

Approved as to Form:

By:   
for Peter G. Smith, City Attorney  
(09-25-13/62542)

Close X

Print Page

Homepage Home > Testing > The SAT > Scores > Essay Scores > **Essay Scoring Guide**

## Essay Scoring Guide

### A framework for scoring SAT essays

The SAT Scoring Guide **expresses the criteria readers use to evaluate and score the student essays**. The guide is structured on a six-point scale. Since the SAT essay is scored holistically, readers are trained to **use the SAT Scoring Guide in conjunction with anchor papers, which have been scored by consensus as representative examples**. The language of the Scoring Guide provides a consistent and coherent framework for differentiating between score points, without defining specific traits or types of essays that define each score point.

#### Score of 6

An essay in this category demonstrates **clear and consistent mastery**, although it may have a few minor errors. A typical essay:

- Effectively and insightfully develops a point of view on the issue and demonstrates outstanding critical thinking, using clearly appropriate examples, reasons, and other evidence to support its position
- Is well organized and clearly focused, demonstrating clear coherence and smooth progression of ideas
- Exhibits skillful use of language, using a varied, accurate, and apt vocabulary
- Demonstrates meaningful variety in sentence structure
- Is free of most errors in grammar, usage, and mechanics

#### Score of 5

An essay in this category demonstrates **reasonably consistent mastery**, although it will have occasional errors or lapses in quality. A typical essay:

- Effectively develops a point of view on the issue and demonstrates strong critical thinking, generally using appropriate examples, reasons, and other evidence to support its position
- Is well organized and focused, demonstrating coherence and progression of ideas
- Exhibits facility in the use of language, using appropriate vocabulary
- Demonstrates variety in sentence structure
- Is generally free of most errors in grammar, usage, and mechanics

#### Score of 4

An essay in this category demonstrates **adequate mastery**, although it will have lapses in quality. A typical essay:

- Develops a point of view on the issue and demonstrates competent critical thinking, using adequate examples, reasons, and other evidence to support its position
- Is generally organized and focused, demonstrating some coherence and progression of ideas
- Exhibits adequate but inconsistent facility in the use of language, using generally appropriate vocabulary
- Demonstrates some variety in sentence structure
- Has some errors in grammar, usage, and mechanics

#### Score of 3

An essay in this category demonstrates **developing mastery**, and is marked by **one or more** of the following weaknesses:

- Develops a point of view on the issue, demonstrating some critical thinking, but may do so inconsistently or use

inadequate examples, reasons, or other evidence to support its position

- Is limited in its organization or focus, but may demonstrate some lapses in coherence or progression of ideas
- Displays developing facility in the use of language, but sometimes uses weak vocabulary or inappropriate word choice
- Lacks variety or demonstrates problems in sentence structure
- Contains an accumulation of errors in grammar, usage, and mechanics

## Score of 2

An essay in this category demonstrates **little mastery**, and is flawed by **one or more** of the following weaknesses:

- Develops a point of view on the issue that is vague or seriously limited, demonstrating weak critical thinking, providing inappropriate or insufficient examples, reasons, or other evidence to support its position
- Is poorly organized and/or focused, or demonstrates serious problems with coherence or progression of ideas
- Displays very little facility in the use of language, using very limited vocabulary or incorrect word choice
- Demonstrates frequent problems in sentence structure
- Contains errors in grammar, usage, and mechanics so serious that meaning is somewhat obscured

## Score of 1

An essay in this category demonstrates **very little** or **no mastery**, and is severely flawed by one or more of the following weaknesses:

- Develops no viable point of view on the issue, or provides little or no evidence to support its position
- Is disorganized or unfocused, resulting in a disjointed or incoherent essay
- Displays fundamental errors in vocabulary
- Demonstrates severe flaws in sentence structure
- Contains pervasive errors in grammar, usage, or mechanics that persistently interfere with meaning

## Score of 0

Essays not written on the essay assignment will receive a score of 0.

Learn about [essay reader qualifications](#).

Applicant Name: \_\_\_\_\_

## Scholarship Applicant Scoring Sheet

	<b>SCORE</b>
1. Section A – Applicant Information	
a. All applicant information completed by student correctly – 4 points	_____
2. Section B – School and Community Involvement (maximum 14 points)	
a. Each activity will be weighted on a sliding scale with more points given when offices are held, special awards or honors have been given – up to 2 points may be given per activity	
b. Employment will be weighted on a sliding scale depending on the number of hours worked per week – up to 2 points may be given per job held	_____
3. Section C – Aspirations and Goals – 4 points	_____
4. Section D – Academic Status in Upcoming Year – (No score given for this section)	
5. Section E – Applicant Academic Information – 12 points	_____
6. Section F – Applicant Evaluation - 5 points	_____
7. Section G – Other Scholarships – No score given for this section	
8. Section H – Personal Statement – Essays will be judged using the SAT scoring guide – 6 Points	_____
9. General - Quality and presentation of the application – 5 points	_____

Reviewer Initials \_\_\_\_\_



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE APPLICATION FORM FOR THE CITY OF SACHSE SCHOLARSHIP FUND IN THE AMOUNT OF \$1,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Allied Waste provided \$1,000 to the City of Sachse Scholarship Fund which was established in 2013, to provide financial assistance to a Sachse resident high school senior to pursue secondary education; and

**WHEREAS**, upon full review and consideration of the Application Form and the criteria set forth therein for the City of Sachse Scholarship Fund, the City Council is of the opinion and finds that the terms and conditions of the Scholarship Fund should be approved;

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

**SECTION 1.** The City of Sachse Application Form for the City of Sachse Scholarship Fund, attached hereto as Exhibit “A,” having been reviewed by the City Council of the City of Sachse, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Sachse, Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

CITY OF SACHSE, TEXAS

\_\_\_\_\_  
Mike Felix, Mayor

ATTEST:

\_\_\_\_\_  
Terry Smith, City Secretary

**EXHIBIT "A"**  
**CITY OF SACHSE 2014 APPLICATION FORM**  
**CITY OF SACHSE SCHOLARSHIP FUND**



## 2014 Application Form

# CITY OF SACHSE SCHOLARSHIP

The City of Sachse Scholarship Fund in the amount of \$1,000, provided by Allied Waste, was established in 2013 to provide financial assistance to a Sachse resident who wish to pursue post secondary education. We commend you for planning to further your education and encourage you to apply for other financial assistance as well, particularly federal and state aid by completing and submitting the Free Application for Federal Student Aid (FAFSA). This form is available at [www.fafsa.ed.gov](http://www.fafsa.ed.gov).

### Eligibility Requirements

1. Must be a resident of Sachse, currently working at a 12th grade level in public, homeschool, or private school.
2. Must have received admittance to, or have an application pending at an accredited education institution beyond the high school level prior to the award date (May 2014).
3. Scholarship will be paid directly to the student upon proof of enrollment, and must be used during the 2014/2015 academic year.

### Application Submission Documents

1. Completed application form (**for any section left blank please note why in the margins**).
2. Please do NOT include letters of reference or resumes. Include this information on the application.
3. Attach transcript and/or test scores (if required) as stated on page 3 under Applicant Academic Information.
4. Attach typed, 300-500 word document as described on page 4 under Personal Statement.

### Submit To:

City of Sachse City Manager's Office  
C/O Cathy Cade  
3815 B Sachse Road  
Sachse, TX 75048

### APPLICATION DEADLINE/POSTMARK DATE

## March 31, 2014

*All materials must be postmarked by the application deadline.*

Copies of this form are available on-line at: [www.cityofsachse.com](http://www.cityofsachse.com)

Scholarships are awarded by a selection process. This is not an application for Financial Aid.



**B. SCHOOL AND COMMUNITY INVOLVEMENT**

List any school or community activities in which you have participated during the past 4 years. (e.g. student government, music, sports, volunteer work with City/Community organizations or departments, or other activities). If additional space is required, include on separate page.

Activity	No. Years	Offices Held, Special Awards, Honors	Activity	No. Years	Offices Held, Special Awards, Honors

Describe your work experience during the past 4 years. Indicate dates of employment in each job and approximate number of hours worked each week. (No resumes)

Employer	Position	Date From (mo/year)	Date To (mo/year)	Hours Per Week

**C. ASPIRATIONS AND GOALS**

In what do you intend to major? \_\_\_\_\_

In what career are you most interested? \_\_\_\_\_

Describe briefly any special talents you have:

**D. ACADEMIC STATUS IN COMING YEAR:**

Student will live \_\_\_\_\_ on campus \_\_\_\_\_ off campus \_\_\_\_\_ student will commute

**College/Post secondary program to which you have applied for or are currently attending.**

- \_\_\_\_\_ Pending \_\_\_\_\_ Accepted \_\_\_\_\_ Enrolled

**E. APPLICANT ACADEMIC INFORMATION**

This section must be completed and signed by an authorized school official. If you cannot obtain a school official's signature, you must include a copy of your SAT and/or ACT results or transcript in lieu of having this section signed. Academic information is mandatory for submission; if unavailable, please explain why here:

**GPA (include scale GPA is based on)**

Cumulative grade point average \_\_\_\_\_

**Test Scores**

SAT Verbal \_\_\_\_\_ SAT Math \_\_\_\_\_ SAT Writing \_\_\_\_\_ ACT Score \_\_\_\_\_

I certify this data is from a current and official transcript

\_\_\_\_\_  
 SCHOOL OFFICIAL'S SIGNATURE TITLE DATE TELEPHONE NO.

**F. APPLICANT EVALUATION**

If you are currently enrolled as a student, this section must be completed by a high school advisor.

If you are NOT currently enrolled as a student, this section may be completed by a work supervisor, a community leader, a member of the clergy, or an instructor.

**Dear Evaluator:**

You have been asked to provide information in support of this applicant for the City of Sachse Scholarship. Please answer the following questions carefully.

The applicant's achievements reflect his/her ability	Extremely well	Very well	Moderately well	Not well
The applicant's ability to set realistic and attainable goals is	Excellent	Good	Fair	Poor
The quality of the applicant's commitment to school and community is	Excellent	Good	Fair	Poor
I know the applicant	Extremely well	Very well	Moderately well	Not well

**Comments**

\_\_\_\_\_  
 NAME SIGNATURE TITLE DATE

**G. OTHER SCHOLARSHIPS** Up to this date, have you been awarded any scholarships for the upcoming 2014/15 school year? If so, please list (include amount awarded):

**H. PERSONAL STATEMENT** Please attach a typed statement (300-500 words) answering the following question. Allied Waste and the City of Sachse recognize the importance of protecting and preserving our natural resources. We believe that all Sachse citizens should become involved in the recycling efforts that Allied Waste provides. Take this opportunity to share a personal statement on what you see as the greatest threat to the environment today and what your role can be as a citizen to alleviate this threat.

**CERTIFICATION AND SIGNATURES**

Certification: All of the information on this application form is true and complete to the best of our (my) knowledge.

Parent/Guardian: \_\_\_\_\_ Parent/Guardian: \_\_\_\_\_

Applicant: \_\_\_\_\_ Date: \_\_\_\_\_



**CITY OF SACHSE**  
**SCHOLARSHIP FUND**  
**JANUARY 6, 2014**

# PROVIDED BY

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- THE \$1000 WAS INCLUDED IN THE RENEWAL OF THE SOLID WASTE CONTRACT WITH ALLIED WASTE SYSTEMS, INC. BEGINNING ON APRIL 2, 2014.
- SECTION 4 OF THE AGREEMENT UNDER ANNUAL DONATION, IT STATES, “\$1000 TO CITY COLLEGE SCHOLARSHIP.”

# REQUIREMENTS

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- **RESIDENT OF SACHSE.**
- **CURRENTLY WORKING AT A 12<sup>TH</sup> GRADE LEVEL IN PUBLIC, HOMESCHOOL, OR PRIVATE SCHOOL.**
- **MUST HAVE RECEIVED ADMITTANCE TO, OR HAVE AN APPLICATION PENDING AT AN ACCREDITED EDUCATION INSTITUTION BEYOND THE HIGH SCHOOL LEVEL PRIOR TO THE AWARD DATE (MAY 2014).**
- **MUST BE USED DURING THE 2014/2015 ACADEMIC YEAR.**

# APPLICATION

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- **APPLICATION DEADLINE IS MARCH 31, EACH YEAR THE SCHOLARSHIP IS AVAILABLE. THIS WILL GIVE STAFF AND COUNCIL TIME TO REVIEW THE APPLICATIONS. MOST SCHOOLS HAVE THEIR AWARDS CEREMONY EARLY TO MID MAY.**
- **WE ASK THAT THE INDIVIDUAL SELECT A FIELD THAT ENDORSES THE HIGH CHARACTER AND VALUES THAT OUR CITY REPRESENTS.**
- **ENCOURAGE THE APPLICANT TO APPLY FOR OTHER FINANCIAL ASSISTANCE INCLUDING FEDERAL FUNDS.**
- **SUBMITTED TO THE CITY MANAGERS OFFICE.**
- **INCLUDE ALL 12<sup>TH</sup> GRADE STUDENTS, PUBLIC, PRIVATE, AND HOMESCHOOL.**

# EVALUATION OR SCORING

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- **POINT SYSTEM WILL BE USED.**
- **50 POINTS ARE POSSIBLE ON THE APPLICATION.**
- **WEIGHTED MORE HEAVILY ON THE SCHOOL AND COMMUNITY INVOLVEMENT AS WELL AS ACADEMIC INFORMATION.**
- **PERSONAL STATEMENT/ESSAY WILL BE EVALUATED USING A MODIFIED SAT SCORING GUIDE.**
- **THE COMMITTEE THOUGHT THAT THE FIRST ROUND OF SCORING BE COMPLETED BY THE COMMITTEE. WE WOULD THEN SEND THE TOP FIVE OR TEN TO THE CITY COUNCIL FOR THE FINAL SCORING. THE SCORING WOULD START OVER WITH THE CITY COUNCIL.**

**THANK YOU**

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**QUESTIONS???**



Legislation Details (With Text)

<b>File #:</b>	13-1975	<b>Version:</b>	1	<b>Name:</b>	SEDC Incentive Agreement for Wal-Mart Marketplace
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	1/2/2014	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	1/6/2014	<b>Final action:</b>		<b>Final action:</b>	

**Title:** Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an economic development incentive agreement by and between the Sachse Economic Development corporation and Wal-Mart Real Estate Business Trust, a Delaware Statutory Trust, or related entity, to provide reimbursement for infrastructure costs related to Blackburn Road, not to exceed \$272,712.00; authorizing its execution by the City Manager; and providing for an effective date.

*Executive Summary*

The purpose of this item is to provide the City Council the opportunity to consider action on an agreement between the Sachse Economic Development Corporation (SEDC) and Wal-Mart Real Estate Business Trust. The agreement would reimburse Wal-Mart for actual costs for public infrastructure in Blackburn Road up to \$282,712.00. The reimbursement would be paid through a reduction in sales tax receipts realized by the SEDC over a period not to exceed 10-years.

**Sponsors:**

**Indexes:**

**Code sections:**

- Attachments:**
- [WalMart Marketplace Phase 1.pdf](#)
  - [Blackburn Opinion of Cost.pdf](#)
  - [Incentive Application.pdf](#)
  - [Sachse Resolution approving Wal-Mart Real Estate Business Trust economic development incentive](#)

Date	Ver.	Action By	Action	Result
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**Title**

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an economic development incentive agreement by and between the Sachse Economic Development corporation and Wal-Mart Real Estate Business Trust, a Delaware Statutory Trust, or related entity, to provide reimbursement for infrastructure costs related to Blackburn Road, not to exceed \$272,712.00; authorizing its execution by the City Manager; and providing for an effective date.

*Executive Summary*

*The purpose of this item is to provide the City Council the opportunity to consider action on an agreement between the Sachse Economic Development Corporation (SEDC) and Wal-Mart Real Estate Business Trust. The agreement would reimburse Wal-Mart for actual costs for public infrastructure in Blackburn Road up to \$282,712.00. The reimbursement would be paid through a reduction in sales tax receipts realized by the SEDC over a period not to exceed 10-years.*

## Background

Attached to this agenda item is an exhibit showing Phase 1 of the proposed Wal-Mart Marketplace development located at the northeast corner of the intersection of Blackburn Road and Murphy Road in Sachse, Texas. Phase 1 is anticipated to include a Wal-Mart Marketplace, a fueling station, and a retail pad. The construction of Phase 1 requires that public improvements be made to Blackburn Road. The improvements will include demolition of the existing roadway, sub base preparation, paving, franchise utility relocation, reinforced concrete piping, a headwall, and a stormwater inlet. Once constructed, this infrastructure will largely be owned and maintained by the City of Sachse.

The engineer for Wal-Mart submitted an Opinion of Cost, that was reviewed by the City Engineer, indicating that the estimated cost for the public infrastructure is \$282,712.00. Representatives of Wal-Mart approached the SEDC requesting an economic development agreement that would provide for the reimbursement of these public infrastructure costs.

At the December 11, 2013 meeting of the SEDC, the board unanimously carried a motion "that the City Manager be authorized to negotiate and execute on behalf of the Sachse Economic Development Corporation and incentive agreement with Wal-Mart Real Estate Business Trust or related entity to provide reimbursement for infrastructure costs related to Blackburn Road not to exceed \$282,715.00; subject to City Council approval."

Since the December 11, 2013 meeting, staff has been working closely with the City Attorney to develop the attached draft agreement. The terms of the negotiated agreement are summarized below.

1. Wal-Mart Real Estate Business Trust may be reimbursed the lesser of the actual cost to construct the public improvements for Blackburn Road or \$282,712.00.
2. For a period not to exceed 10 years, 80% of the Sales Tax receipts received by the SEDC will be reimbursed to the company. The SEDC will realize 20% of the sales tax received until the public improvements are reimbursed.
3. The agreement would be between the SEDC and Wal-Mart Real Estate Business Trust only. The City of Sachse would see no reduction in Ad Valorem Tax receipts or Sales Tax receipts from the new development.

## Policy Considerations

The City of Sachse is not a party to the draft incentive agreement. The agreement is between the SEDC and Wal-Mart Real Estate Business Trust. The proposed Wal-Mart Marketplace is estimated to bring 75 new jobs to Sachse and has a construction budget of \$5,150,000. It is anticipated that the project would result in additional jobs, increased Ad Valorem tax base, and increased Sales Taxes received by the City.

## Budgetary Considerations

Wal-Mart estimates that Phase 1 will result in an increase of Sales and Ad Valorem Taxes to the City of approximately \$124,000 in the first year after completion. Based on Wal-Mart's estimates and after rebating 80% of the SEDC Sales Tax, the SEDC is estimated to receive approximately \$7,400 in the first year after completion.

### Staff Recommendations

Staff recommends approval a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an economic development incentive agreement by and between the Sachse Economic Development corporation and Wal-Mart Real Estate Business Trust, a Delaware Statutory Trust, or related entity, to provide reimbursement for infrastructure costs related to Blackburn Road, not to exceed \$272,712.00; authorizing its execution by the City Manager; and providing for an effective date.



①

**Blackburn Street Costs**

a) Demolition of existing roadway	2,530 SY x \$12.00	\$30,360
b) Sub base and paving	4,390 SY x \$35.00	\$153,650
c) Franchise Utility Relocation	Lump Sum	\$30,000
d) 50' 24" RCP		\$27,400
e) Headwall		\$500
f) Area inlet		\$5,000
	Sub-total	\$246,910
Contractor OH&P		\$35,802
	<b>Total</b>	<b>\$282,712</b>

ATTORNEYS & COUNSELORS  
901 Main Street, Suite 6000  
Dallas, Texas 75202  
(214) 953-6000 • fax (214) 953-5822  
www.jw.com



JACKSON WALKER L.L.P.

William S. Dahlstrom  
(214) 953-5932 (tel)  
(214) 661-6615 (fax)  
wdahlstrom@jw.com

December 5, 2013

RECEIVED  
12/5/13

VIA HAND DELIVERY

Mr. Billy George, City Manager  
City of Sachse, and  
Mr. Carlos Vigil, CEO  
Sachse Economic Development Corporation  
3815 Sachse Rd.  
Building B  
Sachse, TX 75048

RE: Tax Abatement and Incentive Application  
Proposed Retail Development  
Murphy Road at Blackburn Road, Northeast corner

Dear Mr. George and Mr. Vigil:

On behalf of Walmart Stores, Inc., I am pleased to submit to you the enclosed Tax Abatement and Incentive Application for a potential retail development at the northeast corner of Murphy Road and Blackburn Road in the City of Sachse. With the help of local incentives, Walmart is proposing to anchor a new retail center at this site with a new Walmart Neighborhood Market Grocery Store of approximately 42,000 square feet and a Walmart Fuel Station on the hard corner.

Both the grocery store and the fuel station would be part of Phase I of a larger retail development. In addition, Phase I is anticipated to include a separate Phase I retail building, at the location shown on the enclosed site plan. The exact dimension and tenants for the separate proposed retail building are not that are yet finalized. In addition, it is anticipated that the retail center could include a future Phase II. With the construction of Phase II it is anticipated that the retail center would eventually reach 65,000 square feet of retail space.

City and SEDC incentives are being requested to help offset some of the high development costs of the site and to help to make this project feasible. Because details concerning the other retail uses have not yet been finalized, the enclosed application largely provides information on just the grocery store portion of the development. However, analysis has shown that the retail center would generate local taxes in the approximate range of \$90,000 to \$100,000 per year, following full build out of both phases, and that city property taxes would be approximately \$95,000 to \$100,000 annually.

Austin  
Dallas  
Fort Worth  
Houston  
Richardson  
San Angelo  
San Antonio

Member of GLOBAW<sup>SM</sup>

9857375v.1

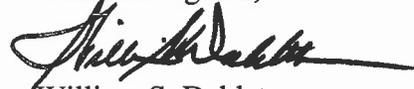
Mssrs. Billy George and Carlos Vigil

December 5, 2013

Page 2

With some assistance this corner holds great opportunity. Thank you in advance for your consideration of this application. Enclosed with the application is a site plan showing the proposed layout for Phase I (with a vicinity map included). Also included is a color rendering for the Neighborhood Market building and the fuel station. Should you have any questions or desire additional information, please do not hesitate to contact me. We look forward to working with you, and trust that together we can achieve a retail center that not only meets the retail needs of this neighborhood, but is an asset to the community at large.

Warmest regards,



William S. Dahlstrom

**Sachse Economic Development Corporation  
 3815 Sachse Road, Building B  
 Sachse Texas 75048  
 Tax Abatement and Incentive Application**

The City of Sachse and the Sachse Economic Development Corporation are committed to the promotion and retention of high quality development within the City of Sachse and to better the quality of life for its citizens. These objectives can often be attained by the enhancement and expansion of the local economy. To meet these objectives, the City of Sachse and the Sachse Economic Development Corporation will, on a case-by-case basis, consider providing tax abatements or other economic development incentives to aid in the stimulation of economic development in Sachse. The City of Sachse and the Sachse Economic Development Corporation will give said consideration in accordance with the City of Sachse Guidelines and Criteria for Tax Abatement and Economic Development Incentives Program. Nothing herein shall imply or suggest that the City of Sachse or the Sachse Economic Development Corporation is under any obligation to provide tax abatements or incentives to any applicant. All applicants shall be considered on a case-by-case basis.

Completion of this application will allow the Sachse Economic Development Corporation Board of Directors and the City of Sachse City Council to predetermine a satisfactory level of return on investment. The application of a fiscal impact examination is a decision tool, and it is recognized that the guidelines are not all-inclusive. Any consideration of the use of public resources for a business, regardless of whether they are direct financial investments, abatements, deferred taxes or regulatory considerations, requires that the fiscal impacts be considered as one of the measurement tools used to determine the incentives offered.

In order for the Sachse Economic Development Corporation to determine the value of a project, it is necessary to obtain certain information. Please provide us with the following:

**I. Real Property**

1. Acquisition cost of vacant property (if applicable) .....	\$ 1,750,000
2. Acquisition price of an existing facility or current taxable value ...	\$ N/A
3. Total construction budget for new facility .....	\$ 5,150,000
a. Percent allocated to materials .....	75% ±
b. Percent allocated to soft costs .....	14.5%
(Soft costs are permitting fees, architectural engineering, testing, inspections, environmental studies, developer management fees, legal and audit fees, etc.)	
c. Percent allocated to labor .....	*
d. Percent of construction materials purchased in Sachse .....	*
e. Percent of soft costs purchased in Sachse .....	*
f. Percent of construction workforce residing in Sachse .....	*
4. Appraised Land Value .....	\$ 293,897 (DCAD/CCAD)

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\*Construction contracts have not yet been let. Bidding will include firms that have been vetted through Walmart's eligibility process and have completed required training. Accordingly, contractors and sub-contractors have not yet been determined.



**V. Operations**

1. Total annual operating budget.....	\$ _____
2. Value of materials purchased for operations (excluding inventory) .....	\$ _____
3. Percentage of these materials bought in Sachse.....	_____
4. Average annual cost of each utility	
a. Electricity.....	\$ _____
b. Telephone .....	\$ _____
c. Cable.....	\$ _____
d. Natural Gas.....	\$ _____
e. Sanitation .....	\$ _____
f. Water & Sewer.....	\$ _____
5. Cost of onsite infrastructure.....	\$ 2,000,000
6. Cost of offsite infrastructure.....	\$ 400,000

**VI. Additional Information**

*Attach the following information:*

1. Site plan and drawings.
2. A map of the facility location.
3. Photos of similar facilities.
4. A time schedule for undertaking and completing the planned improvements.

**VIII. Assurances**

I certify:

1. The information provided above is, to the best of my knowledge, complete and accurate.
2. I have received and read the City of Sachse Guidelines and Criteria for Tax Abatement and Economic Development Incentives Program.
3. I understand that failure to comply with the terms and conditions of the abatement agreement may result in the recapture of the full incentive by the City of Sachse and Sachse Economic Development Corporation all incentives related to the proposed project.
4. I understand that participation in an incentive does not remove any obligation to satisfy all the codes and ordinances issued by the City of Sachse or any other jurisdiction that may be in effect and applicable at the time this project is implemented.

Type of Business: GROCERY STORE

Name of Company: WALMART STORES, INC.

Mailing Address: c/o BILL DAHLSTROM, JACKSON WALKER L.L.P., 901 MAIN ST., SUITE 6000

City, State & Zip Code: DALLAS, TX 75202

Phone #: (214) 953-5932 Fax #: \_\_\_\_\_

E-Mail Address: wdahlstrom@jw.com

Name (Please Print): WILLIAM S. DAHLSTROM



Signature

December 5, 2013

Date





November 25, 2013

Sachse (Murphy), TX #6851

Perspectives

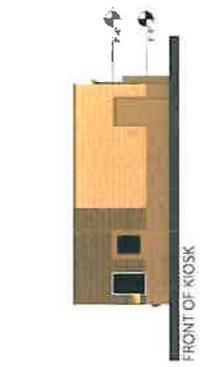
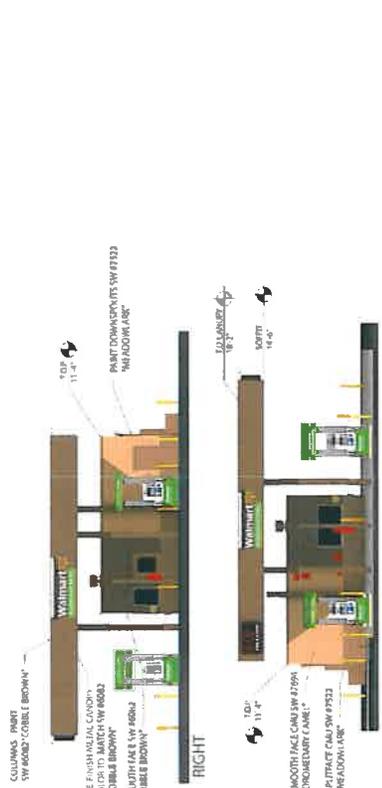
6



November 25, 2013

Sachse (Murphy), TX #6851

Elevations



November 25, 2013

Sachse (Murphy), TX #6851

Fuel Station

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN THE SACHSE ECONOMIC DEVELOPMENT CORPORATION AND WAL-MART REAL ESTATE BUSINESS TRUST, A DELAWARE STATUTORY TRUST, OR RELATED ENTITY, TO PROVIDE REIMBURSEMENT FOR INFRASTRUCTURE COSTS RELATED TO BLACKBURN ROAD, NOT TO EXCEED \$282,712.00; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Sachse Economic Development Corporation is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (“Act”), to provide funding for building improvements and targeted infrastructure for new and expanding business enterprises; and

**WHEREAS**, the SEDC has determined that it is in its best interest to contract with Wal-Mart Real Estate Business Trust, or related entity, to provide reimbursement for infrastructure costs related to Blackburn Road, not to exceed \$282,712.00; and

**WHEREAS**, the SEDC, at its December 11, 2013 Board meeting, recommended the approval of an Economic Development Incentive Agreement with Wal-Mart Real Estate Business Trust to provide reimbursement for infrastructure costs related to Blackburn Road, not to exceed \$282,712.00; and

**WHEREAS**, the City Council has determined that an Economic Development Incentive agreement to provide reimbursement for infrastructure costs related to Blackburn Road, not to exceed \$282,712.00 will promote new and expanded business enterprises within the City of Sachse;

**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 negotiate and execute an Economic Development Incentive Agreement on behalf of the Sachse Economic Development Corporation with Wal-Mart Real Estate Business Trust to provide reimbursement for infrastructure costs related to Blackburn Road, not to exceed \$282,712.00, and any amendments or other instruments related thereto.

**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 January, 2014.

CITY OF SACHSE, TEXAS

---

Mike Felix, Mayor

ATTEST:

---

Terry Smith, City Secretary

APPROVED AS TO FORM:



---

PETE SMITH, CITY ATTORNEY

(PGS:1-2-14:TM 64192)

**EXHIBIT “A”**  
**Economic Development Incentive Agreement**  
**(to be attached)**



Legislation Details (With Text)

<b>File #:</b>	13-1974	<b>Version:</b>	1	<b>Name:</b>	Woodbridge Montessori Executive Session
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	1/2/2014	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	1/6/2014	<b>Final action:</b>		<b>Final action:</b>	

**Title:** The City Council shall convene into Executive Session pursuant to the TEXAS GOVERNMENT CODE, Section § 551.087 for economic development deliberations to consider economic development incentives with Little Genius of Texas, LLC for property located on the south side of Ranch Road, approximately 1,000 feet west of the intersection with State Highway 78.

Consider any action necessary as a result of executive session regarding economic development deliberations to consider economic development incentives with Little Genius of Texas, LLC for property located on the south side of Ranch Road, approximately 1,000 feet west of the intersection with State Highway 78 including, but not limited to, consideration and action on the following resolution:

- a. Resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the Facilities Agreement between the City of Sachse, Texas, and Little Genius of Texas LLC, a Texas Limited Liability Company; authorizing its execution by the City Manager; and providing for an effective date.

Executive Summary  
Closed Executive Session as provided by State Law.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [51Sachse Little Genius of Texas \(Sharma\) Facilities Agreement61002.pdf](#)  
[Resolution Little Genius of Texas.pdf](#)

Date	Ver.	Action By	Action	Result
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**Title**

The City Council shall convene into Executive Session pursuant to the TEXAS GOVERNMENT CODE, Section § 551.087 for economic development deliberations to consider economic development incentives with Little Genius of Texas, LLC for property located on the south side of Ranch Road, approximately 1,000 feet west of the intersection with State Highway 78.

Consider any action necessary as a result of executive session regarding economic development deliberations to consider economic development incentives with Little Genius of Texas, LLC for property located on the south side of Ranch Road, approximately 1,000 feet west of the intersection with State Highway 78 including, but not limited to, consideration and action on the following resolution:

- a. Resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the Facilities Agreement between the City of Sachse, Texas, and Little Genius of Texas LLC, a Texas Limited Liability Company; authorizing its execution by the City Manager; and providing for an effective date.

*Executive Summary*

*Closed Executive Session as provided by State Law.*

Background

This agenda item is provided for the City Council to meet in executive session to deliberate the offer of a financial incentive to a business prospect, in accordance with Texas Government Code.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Conduct executive session and take any action appropriate.

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

FACILITIES AGREEMENT

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

**RECITALS:**

**WHEREAS**, Developer owns the real property located on Ranch Road in the City of Sachse, Collin County, Texas, being further described in Exhibit “C” (the “Property”), and intends to construct thereon an 8,500 - 11,500 square foot daycare facility, with a licensed capacity of approximately 200 - 250 students (the “Facility”); and

**WHEREAS**, Developer has agreed to dedicate the necessary southern fifty (50) feet of right-of-way adjacent to Ranch Road to allow the widening of Ranch Road in accordance with the City Thoroughfare Plan and Capital Improvement Plan described in Exhibit “A” (the “Ranch Road Right-of-Way”); and

**WHEREAS**, Developer has agreed to dedicate the necessary eastern twenty (20) feet of right-of-way adjacent to the entire length of the western boundary of the Property to allow the widening of this thoroughfare in accordance with the City Thoroughfare Plan and Capital Improvement Plan described in Exhibit “B” (the “Western Road Right-of-Way”); and

**WHEREAS**, Developer has agreed to construct the Partial Road (hereinafter defined); and

**WHEREAS**, the City has agreed that the dedication of the Ranch Road and Western Road Rights-of-Way and construction of the Partial Road shall fully satisfy the Developer’s requirements under the City Subdivision Ordinance with the dedication and construction of said thoroughfares; and

**WHEREAS**, the City agrees in consideration of dedication of the Ranch Road and Western Road Rights-of-Way to unconditionally and perpetually waive the collection of Roadway Impact Fees to be assessed, if any against the Property; and

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

**Article I**  
**Term; Termination**

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

1.2 Termination. This Agreement shall be terminated:

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

**Article II**  
**Definitions**

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

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

“Completion of Construction” shall mean that: (i) the construction of the Partial Road has been substantially completed; and (ii) the City has accepted the Partial Road.

“Developer” shall mean Little Genius of Texas LLC, a Texas limited liability company.

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

“Partial Road” shall mean a portion of a street along the western boundary of the Property and extending the entire width of the Property along the western boundary twenty-six (26) feet in width to be constructed by the Developer in accordance with plans approved by the City.

“Project” shall collective mean the design and construction of the Ranch Road and the Western Road widening

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

“Ranch Road Right-of-Way” shall mean the southern fifty (50) feet of right-of-way adjacent to Ranch Road to allow the widening of Ranch Road in accordance with the City Thoroughfare Plan and Capital Improvement Plan described in **Exhibit “A”**.

“Western Road Right-of-Way” shall mean the eastern twenty (20) feet of right-of-way adjacent to the entire length of the western boundary of the Property to allow the widening of this thoroughfare in accordance with the City Thoroughfare Plan and Capital Improvement Plan described in **Exhibit “B”**.

### **Article III Project**

3.1 **Right-of-Way.** Developer shall, without cost or expense to the City, dedicate, or cause to be dedicated, by plat or separate instrument acceptable to the City, the Ranch Road Right-of-Way and the Western Road Right-of-way within thirty (30) days after the Effective Date.

3.2 **Partial Road.** Developer shall, without costs to the City design and construct the Partial Road. The Developer shall cause the Completion of Construction of the Partial Road to occur prior to the issuance of the first permit by the City for development of the Property.

3.3 **Roadway Impact Fee Waiver.** The City agrees subject to the Developer compliance with Sections 3.1 and 3.2 above, to unconditionally and perpetually waive the collection of roadway impact fees to be assessed against the Property, if any, associated with the Project. City agrees that the timely dedication of the Ranch Road and Western Road Rights-of-Way, and the Completion of Construction of the Partial Road as set forth herein shall fully satisfy the Developer’s requirements under the City Subdivision Ordinance with respect to the dedication and construction of said thoroughfares.

### **Article IV Miscellaneous**

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

4.2 **Recording of Agreement.** A certified copy of this Agreement shall be recorded in the Real Property Records of Collin County, Texas.

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

If intended for City, to:

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

With a copy to:

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

With a copy to Engineer:

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

If intended for Developer, to:

Little Genius of Texas LLC  
Attn: Vinod Sharma  
Managing Member  
438 Quail Creek Drive  
Murphy, Texas 75094

With a copy to:

The Patel Law Group, PLLC  
Attn: Rakesh Patel  
580 Decker Drive, Suite 150  
Irving, Texas 75062  
Facsimile: 972.650.6167

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

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

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

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

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

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

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

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

*[Signature Page to Follow]*

**EXECUTED** in duplicate originals this, the \_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF SACHSE, TEXAS**

By: \_\_\_\_\_  
William K. George, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Terry Smith, City Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Peter G. Smith, City Attorney

**EXECUTED** in duplicate originals this, the \_\_\_\_ day of \_\_\_\_\_, 2014.

**LITTLE GENIUS OF TEXAS LLC**

By: \_\_\_\_\_  
Vinod Sharma, Managing Member

**City Acknowledgment**

**STATE OF TEXAS** §

§

**COUNTY OF DALLAS** §

This instrument was acknowledged before me on \_\_\_\_ day of \_\_\_\_\_, 2014, by Billy George, as City Manager of the City of Sachse, Texas, a Texas home rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

**Developer Acknowledgment**

**STATE OF TEXAS** §

§

**COUNTY OF DALLAS** §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2014, by Vinod Sharma, as Managing Member of Little Genius of Texas LLC, a Texas limited liability company, on behalf of said company.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

**Exhibit "A"**  
**Legal description of Ranch Road Right-of-Way**  
**(to be attached)**

**50' RIGHT-OF-WAY DEDICATION    EXHIBIT A**  
**JAMES CUMBA SURVEY, ABSTRACT NO. 243**  
**CITY OF SACHSE, COLLIN COUNTY, TEXAS**

Being a 10,002 square foot (0.230 acres) tract of land situated in the James Cumba Survey, Abstract No. 243, City of Sachse, Collin County, Texas, and being a portion of a called 25.043 acre tract of land conveyed to Big-Tex Development Corporation by deed recorded in Volume 578, Page 335, Deed Records, Collin County, Texas, and being a portion of a tract of land conveyed to Little Genius of Texas, L.L.C., a Texas limited liability company by Special Warranty Deed recorded in Instrument No. 20130520000685120, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows;

Beginning at an "X" found at the Northeast corner of the remainder of said Big-Tex Development Corporation tract, and being in the South line of Ranch Road (a variable width right-of-way);

Thence North 89 Degrees 11 Minutes 28 Seconds East, along the South line of said Ranch Road, a distance of 200.00 feet to an X found for corner, and being in the West line of said Ranch Road;

Thence South 00 Degrees 34 Minutes 54 Seconds West, along the West line of said Ranch Road, a distance of 10.86 feet to a 1/2 inch iron rod found for corner, and being the Northwest corner of the remainder of a tract conveyed to Woodbridge Properties, LLC, a Texas limited liability company by deed recorded in Volume 05055, Page 00407, Deed Records, Collin County, Texas;

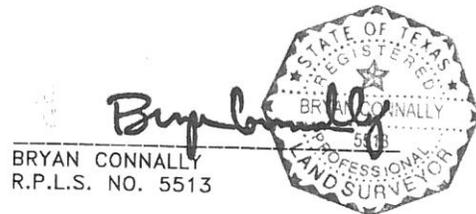
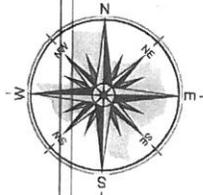
Thence South 00 Degrees 37 Minutes 03 Seconds West, along the West line of the remainder of said Woodbridge Properties, LLC tract, a distance of 39.16 feet to a point for corner;

Thence South 89 Degrees 11 Minutes 28 Seconds West, leaving the West line of the remainder of said Woodbridge Properties, LLC tract, a distance of 200.07 feet to a point for corner, and being in the East line of the remainder of said Big-Tex Development Corporation tract;

Thence North 00 Degrees 41 Minutes 14 Seconds East, along the East line of said Big-Tex Development Corporation tract, a distance of 50.02 feet to the point of beginning and containing 10,002 square feet or 0.230 acres of land.

GENERAL NOTES:

1) BASIS OF BEARINGS IS THE WEST LINE OF RANCH ROAD PER PLAT RECORDED IN CABINET Q, PAGE 454, PLAT RECORDS, COLLIN COUNTY, TEXAS.  
(50°34'54"W)



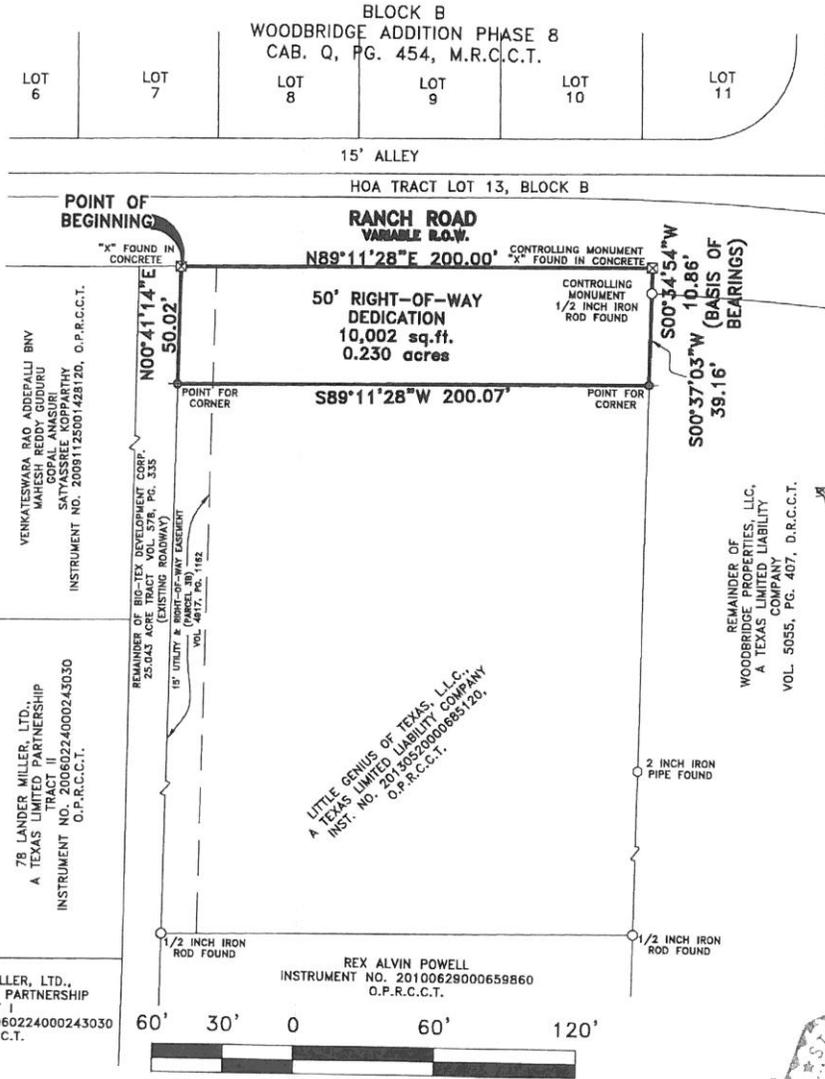
BRYAN CONNALLY  
R.P.L.S. NO. 5513

**CBG Surveying, Inc.**

**PLANNING • SURVEYING**  
12025 Shiloh Road • Suite 230 • Dallas, Texas 75228  
P 214.349.9485 • F 214.349.2216  
www.cbgdw.com

SHEET 1 OF 2  
JOB NO. 1303335-2  
DRAWN BY: RR  
DATE: 8/1/13

**50' RIGHT-OF-WAY DEDICATION EXHIBIT A**  
**JAMES CUMBA SURVEY, ABSTRACT NO. 243**  
**CITY OF SACHSE, COLLIN COUNTY, TEXAS**



78 LANDER MILLER, LTD.,  
 A TEXAS LIMITED PARTNERSHIP  
 TRACT I  
 INSTRUMENT NO. 20060224000243030  
 O.P.R.C.C.T.

REX ALVIN POWELL  
 INSTRUMENT NO. 20100629000659860  
 O.P.R.C.C.T.

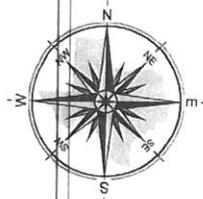


GENERAL NOTES:

SCALE: 1" = 60'

1) BASIS OF BEARINGS IS THE WEST LINE OF RANCH ROAD PER PLAT RECORDED IN CABINET Q, PAGE 454, PLAT RECORDS, COLLIN COUNTY, TEXAS. (500°34'54"W)

*Bryan Connally*  
 BRYAN CONNALLY  
 R.P.L.S. NO. 5513



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 12025 Shiloh Road • Suite 230 • Dallas, Texas 75228  
 P 214.349.9485 • F 214.349.2216  
 www.cbgdffw.com

SHEET 2 OF 2  
 JOB NO. 1303335-2  
 DRAWN BY: RR  
 DATE: 8/1/13

**Exhibit “B”  
Western Road Right-of-Way**

**(to be attached)**

**EXHIBIT B**

**A VARIABLE WIDTH RIGHT-OF-WAY DEDICATION  
JAMES CUMBA SURVEY, ABSTRACT NO. 243  
CITY OF SACHSE, COLLIN COUNTY, TEXAS**

Being a 8,172 square foot (0.188 acres) tract of land situated in the James Cumba Survey, Abstract No. 243, City of Sachse, Collin County, Texas, and being a portion of a called 25.043 acre tract of land conveyed to Big-Tex Development Corporation by deed recorded in Volume 578, Page 335, Deed Records, Collin County, Texas, and being a portion of a tract of land conveyed to Little Genius of Texas, L.L.C., a Texas limited liability company by Special Warranty Deed recorded in Instrument No. 20130520000685120, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows;

Commencing at an "X" found at the Northeast corner of the remainder of said Big-Tex Development Corporation tract, and being in the South line of Ranch Road (a variable width right-of-way);

Thence South 00 Degrees 41 Minutes 14 Seconds West, along the East line of said Big-Tex Development Corporation tract, a distance of 50.02 feet to the Point of Beginning;

Thence North 89 Degrees 11 Minutes 28 Seconds East, leaving the East line of said Big-Tex Development Corporation tract, a distance of 21.06 feet to a point for corner;

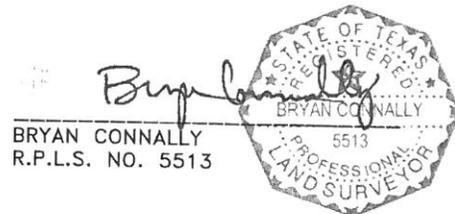
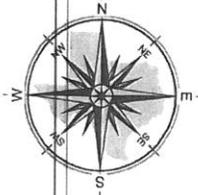
Thence South 00 Degrees 36 Minutes 04 Seconds West, a distance of 382.84 feet to a point for corner, and being in the North line of a tract of land conveyed to Rex Alvin Powell, by deed recorded in Instrument No. 20100629000659860, Official Public Records, Collin County, Texas;

Thence South 89 Degrees 11 Minutes 28 Seconds West, along the North line of the remainder of said Powell tract, a distance of 21.64 feet to a 1/2 inch iron rod found for corner, and being in the East line of the remainder of said Big-Tex Development Corporation tract;

Thence North 00 Degrees 41 Minutes 14 Seconds East, along the East line of said Big-Tex Development Corporation tract, a distance of 382.85 feet to the point of beginning and containing 8,172 square feet or 0.188 acres of land.

GENERAL NOTES:

1) BASIS OF BEARINGS IS THE WEST LINE OF RANCH ROAD PER PLAT RECORDED IN CABINET Q, PAGE 454, PLAT RECORDS, COLLIN COUNTY, TEXAS. (S00°34'54"W)



BRYAN CONNALLY  
R.P.L.S. NO. 5513

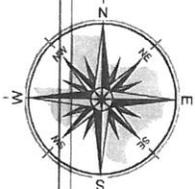
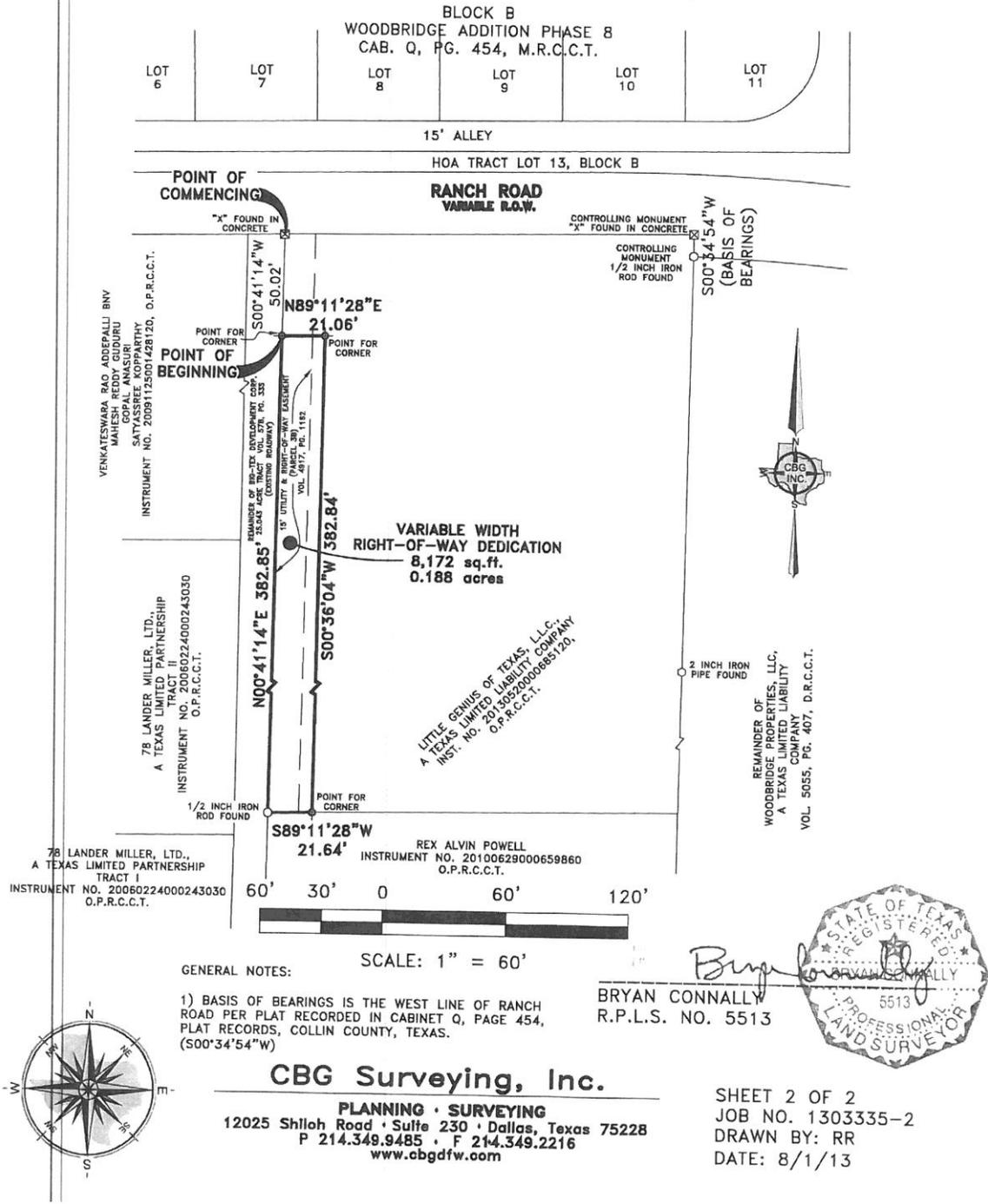
**CBG Surveying, Inc.**

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SHEET 1 OF 2  
JOB NO. 1303335-2  
DRAWN BY: RR  
DATE: 8/1/13

**EXHIBIT B**

**A VARIABLE WIDTH RIGHT-OF-WAY DEDICATION  
JAMES CUMBA SURVEY, ABSTRACT NO. 243  
CITY OF SACHSE, COLLIN COUNTY, TEXAS**



**GENERAL NOTES:**

- 1) BASIS OF BEARINGS IS THE WEST LINE OF RANCH ROAD PER PLAT RECORDED IN CABINET Q, PAGE 454, PLAT RECORDS, COLLIN COUNTY, TEXAS. (S00°34'54\"/>

BRYAN CONNALLY  
R.P.L.S. NO. 5513



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SHEET 2 OF 2  
JOB NO. 1303335-2  
DRAWN BY: RR  
DATE: 8/1/13

**Exhibit “C”  
Legal Description of Property**

**(to be attached)**

**EXHIBIT "C"**

STATE OF TEXAS  
COUNTY OF COLLIN

WHEREAS, Little Genius of Texas, L.L.C., a Texas limited liability company are the owners of two tracts of land situated in the James Cumba Survey, Abstract No. 243, City of Sachse, Collin County, Texas, and being a part of a called 25.043 acre tract of land conveyed to Big-Tex Development Corporation by deed recorded in Volume 578, Page 335, Deed Records, Collin County, Texas, same tract of land conveyed to Little Genius of Texas, L.L.C., a Texas limited liability company by Special Warranty Deed recorded in Instrument No. 20130520000685120, Official Public Records, Collin County, Texas, and being more particularly described by metes and bounds as follows;

Beginning at an "X" found at the Northeast corner of the remainder of said Big-Tex Development Corporation tract, and being in the South line of Ranch Road (a variable width right-of-way);

Thence North 89 Degrees 11 Minutes 28 Seconds East, along the South line of said Ranch Road, a distance of 200.00 feet to an X found for corner, and being in the West line of said Ranch Road;

Thence South 00 Degrees 34 Minutes 54 Seconds West, along the West line of said Ranch Road, a distance of 10.86 feet to a 1/2 inch iron rod found for corner, and being the Northwest corner of the remainder of a tract conveyed to Woodbridge Properties, LLC, a Texas limited liability company by deed recorded in Volume 05055, Page 00407, Deed Records, Collin County, Texas;

Thence South 00 Degrees 37 Minutes 03 Seconds West, along the West line of the remainder of said Woodbridge Properties, LLC tract, a distance of 204.01 feet to a 2 inch iron pipe found for angle point;

Thence South 00 Degrees 45 Minutes 27 Seconds West, continuing along the West line of the remainder of said Woodbridge Properties, LLC tract, a distance of 218.00 feet to a 1/2 inch iron rod found for corner, and being the Northeast corner of a tract of land conveyed to Rex Alvin Powell, by deed recorded in Instrument No. 20100629000659860, Official Public Records, Collin County, Texas;

Thence South 89 Degrees 11 Minutes 28 Seconds West, along the North line of said Powell tract, a distance of 200.00 feet to a 1/2 inch iron rod found for corner, and being in the East line of the remainder of said Big-Tex Development Corporation tract;

Thence North 00 Degrees 41 Minutes 14 Seconds East, along the East line of the remainder of said Big-Tex Development Corporation tract, a distance of 432.87 feet to the Point of Beginning and containing 86,604 square feet or 1.988 acres of land.

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE FACILITIES AGREEMENT BETWEEN THE CITY OF SACHSE, TEXAS, AND LITTLE GENIUS OF TEXAS LLC, A TEXAS LIMITED LIABILITY COMPANY; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has been presented with a proposed Facilities Agreement (herein the “Agreement”) between the City of Sachse, Texas, and Little Genius of Texas LLC for the construction of a daycare facility, and being further described in Exhibit “A” attached hereto; 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 term, provisions, and conditions of the Facilities Agreement, a copy of which is attached hereto as Exhibit “A”, be and the same are hereby approved.

**SECTION 2.** The City Manager is hereby authorized to execute the Facilities Agreement on behalf of the City, and any amendments or other instruments related thereto.

**SECTION 3.** 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 6th day of January, 2014.

CITY OF SACHSE, TEXAS

---

Mike Felix, Mayor

ATTEST:

---

Terry Smith, City Secretary

APPROVED AS TO FORM:

A handwritten signature in cursive script that reads "Peter G. Smith".

---

Peter G. Smith, City Attorney  
(PGS:12-31-13:TM 61634)

**Exhibit “A”  
Facilities Agreement**

**(to be attached)**