



Sachse, Texas

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

Meeting Agenda City Council

Monday, April 7, 2014

7:30 PM

Council Chambers

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

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

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

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

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

1. CONSENT AGENDA.

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

[14-2106](#) Consider approval of the minutes of the March 17, 2014, regular meeting.

Executive Summary

Minutes from the recent Council meeting.

Attachments: [Min. 03.17.14.pdf](#)

[14-2117](#) Consider receiving the Monthly Revenue and Expenditure Report for the period ending February 28, 2014.

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 February 28, 2014.

Attachments: [GF 02.28.2014.pdf](#)
[UF 02.28.2014.pdf](#)
[DS 02.28.2014.pdf](#)
[SEDC 02.28.2014.pdf](#)
[IFF 02.28.2014.pdf](#)
[SMT 02.28.2014.pdf](#)
[Health Ins 02.28.2014.pdf](#)

[14-2109](#)

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement, by and between the City of Sachse and BrooksCardiel, PLLC, to provide auditing services for the City's financial statements for the fiscal year ending September 30, 2014, authorizing its execution by the City Manager; and providing for an effective date.

Executive Summary

BrooksCardiel, PLLC, recently completed the second year of a potential five-year engagement as auditors of the City's financial statements, and it is necessary to adopt a resolution to extend the contract.

Attachments: [SACHSE Resolution Audit Services 2014.pdf](#)
[2014 Engagement Letter](#)

[14-2120](#)

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Cooperative Purchase Agreement by and between the City of Sachse and the City of Fort Worth.

Executive Summary

The City is interested in using purchasing card program benefits obtained from the Fort Worth for the Chase bank purchasing card program. In order to "piggy-back" on these goods and services, the City of Sachse and Fort Worth must enter into an agreement. This Interlocal Cooperative Purchasing Agreement will allow Sachse to use the contract prices from Fort Worth for the purchasing card program with Chase Bank.

Attachments: [Fort Worth Cooperative Purchasing Agreement Original](#)
[Resolution Cooperative Purchasing Fort Worth.pdf](#)

[14-2127](#)

Consider a resolution of the City Council of the City of Sachse, Texas, authorizing the City Manager to execute an easement and right-of-way to Oncor Electric Delivery Company, LLC.

Executive Summary

The City is in the process of upgrading the Merritt Road Lift Station located at 4402 Merritt Road. The property is owned by the City of Sachse. Oncor Electric Delivery Company, LLC is requesting an easement and right-of-way to provide underground electric service to an electric transformer located on the property. This new electric service will provide the electricity needed for the new pump system being installed as a part of the project.

Attachments: [Resolution Authorizing Oncor Easement and ROW](#)
[Exhibit A 51Sachse Oncor Easement Merritt Rd Lift Station65298](#)

[14-2138](#)

Consider a resolution 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 Prime Time Group, Incorporated.

Executive Summary

This contract will enable the real estate consultant, Prime Time Group, Inc., to begin the road right-of-way acquisition process for property along the proposed southern two lanes of Ranch Road from Harlan Drive to Clearmeadow Lane. This project, once constructed, will complete Ranch Road as a four-lane divided thoroughfare from Dewitt Road to State Highway 78.

Attachments: [Exhibit A Project Map](#)
[51Sachse RESO approving PTG Inc Agreement for Professional Services](#)
[SACHSE PTG Inc Agreement](#)

[14-2128](#)

Consider a resolution 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.

Executive Summary

This contract will enable the survey consultant, Maddox Surveying & Mapping, to begin survey work related to roadway improvements in the City of Sachse.

Attachments: [Exhibit A - Project Location Maps](#)
[RESO approving Maddox Agreement for Professional Services](#)
[Prof Services Agreement Maddox Surveying Mapping Street Rehabilitation Proj](#)

[14-2110](#)

Consider a resolution of the City Council of the City of Sachse, Texas, approving an extension of the Bank Depository Service Agreement between the City and American National Bank for a period of one year from October 1, 2014, and continuing through September 30, 2015; and providing for an effective date.

Executive Summary

The current banking contract extension ends September 30, 2014. In order to continue under the same terms and conditions, approval of resolution extending the Bank Depository Service Agreement between the City and American National Bank (ANB) is necessary. This extension is for a period of one year from October 1, 2014 through September 30, 2015.

Attachments: [Bank Depository Extension letter April 2014.pdf](#)
[Sachse ANB Bank Depository Services Agreement 082110.pdf](#)
[SACHSE Resolution 3rd Renewal of Bank Contract.pdf](#)

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

[14-2145](#) Employee Recognition.

Executive Summary

The City Council recognizes employee achievements.

[14-2099](#) Presentation of Texas Municipal Library Directors Association 2013 Achievement of Excellence Award to the Sachse Public Library.

Executive Summary

The "Achievement of Excellence of Libraries Award" is selected every year by the Texas Municipal Library Directors Association (TMLDA) members. The Sachse Public Library has received this prestigious award for the eighth year.

[14-2098](#) Proclamation recognizing April 13 to 19, 2014 as National Library Week for the Sachse Public Library.

Executive Summary

Libraries have historically served as our nation's great equalizers of knowledge. The strength of libraries has always been the diversity of their collections and commitment to serving all people. This National Library Week, join our nation's libraries and librarians by celebrating the place where we all belong.

Attachments: [Proc. Library week.pdf](#)

[14-2100](#) Staff Briefing: Library Department Update

Executive Summary

Library Manager will update Council on Library activities.

Attachments: [2014 Library Presentation.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.

- [14-2105](#) Administer Oath of Office to newly appointed TIF Board Members.

Executive Summary

Mayor Felix will administer the Oath of Office to newly appointed TIF Board Members appointed at the last regular meeting.

Attachments: [Sample Oath.pdf](#)

- [14-2121](#) Discuss proposed updates to the Water Conservation Plan and the Water Resource Management Plan.

Executive Summary

North Texas Municipal Water District (NTMWD) has requested that member and customer cities update their Water Conservation Plan and Water Resource Management Plan per TCEQ guidelines.

This update is required and occurs every 5 years.

Attachments: [2014 Water Conservation Plan Presentation PDF](#)

[2014 Water Resource Management Plan Presentation PDF](#)

[Exhibit A Draft 2014 Water Conservation Plan PDF](#)

[Exhibit B Draft 2014 Water Resource and Emergency Management Plan PDF](#)

[Exhibit A-2 2014 Draft Water Conservation Plan Appendix PDF](#)

[Exhibit B-2 Draft 2014 Water Resource and Emergency Management Plan App](#)

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: April 4, 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 #: 14-2106 **Version:** 1 **Name:** Consider approval of the minutes of the March 17, 2014, regular meeting.

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

File created: 3/24/2014 **In control:** City Council

On agenda: 4/7/2014 **Final action:**

Title: Consider approval of the minutes of the March 17, 2014, regular meeting.

Executive Summary
Minutes from the recent Council meeting.

Sponsors:

Indexes:

Code sections:

Attachments: [Min. 03.17.14.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider approval of the minutes of the March 17, 2014, regular meeting.

Executive Summary

Minutes from the recent Council meeting.

Background

Minutes from a recent Council meeting on March 17, 2014, for review and approval.

Policy Considerations

Not applicable.

Budgetary Considerations

Not applicable.

Staff Recommendations

Approval of the minutes of the March 17, 2014, regular meeting, as a Consent Agenda Item.

**REGULAR MEETING
OF THE
CITY COUNCIL OF THE CITY OF SACHSE**

MARCH 17, 2014

The City Council of the City of Sachse held a Regular Meeting on Monday, March 17, 2014 at 7:30 p.m. at the Sachse City Hall after proper notice. The roll of the duly constituted City Council Members was called which members are as follows, to wit:

Mayor Mike Felix
Mayor Pro Tem 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 Interim Director Michael Spencer, 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 King and the pledges were led by Mayor Pro Tem Adams.

1. Consent Agenda:

Councilman King moved to approve the Consent Agenda consisting of: 14-2082 Consider approval of the minutes of the March 3, 2014, regular meeting; 14-2093 Ordinance No. 3571 of the City Council of Sachse, Texas ("City"), authorizing certain budget amendments pertaining to the fiscal year 2013-2014 budget; and providing an effective date; and 14-2096 Resolution No. 3572 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 Pyles Whatley Corporation. The motion was seconded by Councilman Ross and passed unanimously.

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

14-2092 Proclamation recognizing Keep America Beautiful's Great American Cleanup for the City of Sachse.

14-2091 Proclamation recognizing Arbor Day in the City of Sachse as April 5, 2014.

Councilman King noted the Kids in Divorce Program at North Point Church of Christ in Sachse. He also noted we just had the first major storm of the year and notices on Reverse 9-1-1 and E Watch will alert citizens of severe weather.

Councilman Ronnau stated he went with his family to the George Bush Library, Grassy Knoll and the 6th Floor Museum. Every place had a call to service for volunteerism to local governments and sports.

Mayor Felix noted the upcoming events: Baseball Parade and Opening Day ceremonies are March 29th; April 5th is the annual cleanup and Arbor Day celebration; April 12th is the Easter Egg Hunt at Heritage Park; and April 18th City offices are closed for Good Friday.

3. Citizen Input:

Lynn Wachter 4905 Alberta Circle, graduated in the CERT class of 2009 and has been a member of CERT Team. She is disillusioned since changes in the CERT program and CERT Liaison. She is resigning as Logistics Coordinator of CERT Team.

4. Regular Agenda Items:

14-2087 Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending Figure 3-3 Future Land Use Plan of the Sachse Comprehensive Plan; amending Table 3-2 Future Land Use Plan Acreage of the Sachse Comprehensive Plan:

The developer requested to table this item until April 21st, to be heard with the zoning request.

Following discussion, Councilman Bickerstaff moved to postpone a public hearing and consider an Ordinance of the City of Sachse, Texas, amending Figure 3-3 Future Land Use Plan of the Sachse Comprehensive Plan; amending Table 3-2 Future Land Use Plan Acreage of the Sachse Comprehensive Plan. The motion was seconded by Councilman King and Carried with Mayor Pro Tem Adams voting no.

14-2086 Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending Figure 4-1, Thoroughfare Plan of the Sachse Comprehensive Plan:

The developer requested to table this item until April 21st, to be heard with the zoning request.

Following discussion Councilman King moved to postpone until April 21st a public hearing and consider an Ordinance of the City of Sachse, Texas, amending Figure 4-1, Thoroughfare Plan of the Sachse Comprehensive Plan. The motion was seconded by Councilman Ronnau and carried with Mayor Pro Tem Adams voting no.

14-2094 Consider the postponement of an Ordinance of the City of Sachse, Texas, amending the Comprehensive Zoning Ordinance and Map, as heretofore amended; to grant a change of zoning from an Agricultural District (AG) to a Planned Development District (PD) on an approximately 174.82-acre tract of land, more particularly described in Exhibit "A" and located on the northeast corner of Pleasant Valley Road and Ben Road, City of Sachse, Dallas County, Texas; providing for the approval of the Zoning Exhibit attached as Exhibit "B"; providing for the approval of Development Standards attached as Exhibit "C"; providing for the approval of the Zoning Concept Plan approved as Exhibit "D", until April 21, 2014:

Following discussion Councilman Bickerstaff moved to postpone Agenda Item No. 14-294 until the April 21st meeting. The motion was seconded by Councilman King and carried unanimously.

14-2085 Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending the Code of Ordinances, Chapter 11 "Zoning," Article 2, by adding definitions for Building Height and by clarifying the definition pertaining to Accessory Buildings; by amending Article 3, Section 2, titled "R Single-Family Dwelling Districts" to provide clarification of terms in Section 2.2, 2.3 and 2.5 and to relocate the provisions contained in Table (2)a titled "Accessory Building Setbacks" to a new section, Article 4, Section 12, titled "Accessory Buildings"; by amending Article 3, Section 4, titled "C-1 Neighborhood Shopping District" to include provisions for Accessory Buildings; by amending Article 3, Section 5, titled "C-2 General Commercial District" to relocate provisions pertaining to Accessory Buildings into a new Section Article 4, Section 12, titled "Accessory Buildings"; by amending Article 4, Section 2 titled "Open Space" by deleting Section 2.11(g) in its entirety and to relocate the provisions pertaining to Accessory Buildings into a new Section, Article 4, Section 12, titled "Accessory Buildings"; by amending schedule I "Permitted Uses" to add an Accessory Building as a permitted use in a General Industrial I-2 District:

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

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

Following discussion, Councilman Bickerstaff moved to approve Ordinance No. 3573 Agenda Item No. 14-2085 as presented. The motion was seconded by Councilman King and carried unanimously

14-2097 Consider a resolution authorizing the City Manager to execute a contract with Blue Cross Blue Shield for group health insurance and Lincoln Financial for dental insurance, life insurance, accidental death and dismemberment insurance, and long-term disability insurance:

Following discussion, Councilman Franks moved to approve Resolution No. 3574 authorizing the City Manager to execute a contract with Blue Cross Blue Shield for group health insurance for Plan 2A and Lincoln Financial for dental insurance, life insurance, accidental death and dismemberment insurance, and long-term disability insurance. The motion was seconded by Councilman Ronnau and carried unanimously.

14-2095 Consider a resolution of the City Council of the City of Sachse, Texas, awarding the bid for the construction of lighting improvements in the Sachse Industrial Park as a capital improvement project to Concord Commercial Services, Inc.; authorizing the City Manager to execute such agreement in a form approved by the City Attorney:

Following discussion, Councilman Franks moved to approve Resolution No. 3575 awarding the bid for the construction of lighting improvements in the Sachse Industrial Park as a capital improvement project to Concord Commercial Services, Inc.; authorizing the City Manager to execute such agreement in a form approved by the City Attorney. The motion was seconded by Councilman King and carried unanimously.

14-2090 Consider appointments to the Tax Increment Financing (TIF) Board of Directors:

Following discussion, Mayor Pro Tem Adams moved to reappoint Frank Millsap and Troy Riner and appoint Robert Corbin to the TIF Board of Directors. 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 9:39 p.m.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR



Legislation Details (With Text)

File #: 14-2117 **Version:** 1 **Name:** Monthly Revenue and Expenditure Report for February 2014
Type: Agenda Item **Status:** Agenda Ready
File created: 4/4/2014 **In control:** City Council
On agenda: 4/7/2014 **Final action:**

Title: Consider receiving the Monthly Revenue and Expenditure Report for the period ending February 28, 2014.

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 January 31, 2014.

Sponsors:

Indexes:

Code sections:

- Attachments:** [GF 02.28.2014.pdf](#)
[UF 02.28.2014.pdf](#)
[DS 02.28.2014.pdf](#)
[SEDC 02.28.2014.pdf](#)
[IFF 02.28.2014.pdf](#)
[SMT 02.28.2014.pdf](#)
[Health Ins 02.28.2014.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider receiving the Monthly Revenue and Expenditure Report for the period ending February 28, 2014.

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 February 28, 2014.

Background

Include in the report are unaudited summaries for the General Fund, Utility Fund, Debt Service Fund, Sachse Economic Development Corporation, Impact Fee Fund, Street Maintenance Tax Fund, and Health Insurance Fund for the period ended February 28, 2014.

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 February 28, 2014 as a Consent Agenda item.

City of Sachse

Monthly Revenue and Expenditure Report

February 28, 2014

(Unaudited)

GENERAL FUND

42% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 42%
Revenue Summary					
Property Tax	\$ 6,866,469	\$ 398,982	\$ 6,852,118	99.79%	A
Sales Tax	875,193	108,126	399,210	45.61%	
Franchise Fees	1,431,811	114,548	626,215	43.74%	
Licenses and Permits	531,650	68,722	330,810	62.22%	
Service Fees	531,173	66,719	434,797	81.86%	B
Fines	365,000	23,477	80,800	22.14%	
Interest Income	5,000	-	607	12.13%	
Miscellaneous Income	141,097	20,346	68,849	48.80%	
Intergovernmental Revenue	945,617	78,801	394,007	41.67%	
Total Revenue	\$ 11,693,010	\$ 879,721	\$ 9,187,413	78.57%	
Expenditure Summary					
City Manager	\$ 316,601	\$ 28,793	\$ 137,011	43.28%	
City Secretary	161,036	17,235	69,761	43.32%	
Human Resources	238,777	21,344	93,757	39.27%	
Finance	488,373	45,638	217,526	44.54%	
Municipal Court	171,190	12,706	61,338	35.83%	
Parks & Recreation	778,069	49,656	302,319	38.86%	
Senior Programs	106,526	9,572	44,775	42.03%	
Library Services	295,001	21,903	126,077	42.74%	
Community Development	612,651	41,202	249,934	40.80%	
Streets & Drainage	1,060,526	64,995	353,679	33.35%	
Facility Maintenance	319,638	24,884	120,278	37.63%	
Police	3,165,608	213,585	1,353,523	42.76%	
Animal Control	154,026	10,574	64,486	41.87%	
Fire/EMS	2,274,839	154,086	926,773	40.74%	
Combined Services	1,217,006	117,285	615,894	50.61%	
City Engineer	263,883	17,460	99,153	37.57%	
Total Expenditures	\$ 11,623,750	\$ 850,918	\$ 4,836,285	41.61%	
Total Revenue Over/Under Expenses	\$ 69,260	\$ 28,803	\$ 4,351,128		

Explanation of Major Variances:

A Property tax collections peak in December and January

B As of February 28th, Developer Fees collected have exceeded budget by \$93,500.

City of Sachse
 Monthly Revenue and Expenditure Report
 February 28, 2014
 (Unaudited)

UTILITY FUND

42% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 42%
Revenue Summary					
Water Revenue	\$ 4,062,949	\$ 216,979	\$ 1,244,396	30.63%	A
Sewer Revenue	3,092,342	270,345	1,321,779	42.74%	
Fees	162,200	15,220	92,756	57.19%	
Impact Fees	-	-	-	-	B
Interest Income	3,500	-	21	0.59%	
Miscellaneous Income	1,000	-	-	0.00%	
Total Revenue	\$ 7,321,991	\$ 502,544	\$ 2,658,952	36.31%	
Expenditure Summary					
Utility Administration	\$ 268,754	\$ 21,214	\$ 104,215	38.78%	
Water Operations	3,990,717	414,278	1,691,020	42.37%	
Sewer Operations	3,006,735	194,683	1,913,167	63.63%	C
Meter Reading	126,110	11,615	74,210	58.85%	D
Total Expenditures	\$ 7,392,316	\$ 641,791	\$ 3,782,612	51.17%	
Total Revenue Over/Under Expenses	\$ (70,325)	\$ (139,247)	\$ (1,123,659)		

Explanation of Major Variances:

- A** Water Revenue is at 30.63% of budget through February, compared to 34.39% in the previous year.
- B** Impact Fees are no longer reported in the Utility Fund
- C** Sewer Operations includes \$885,000 in capital projects budgeted in previous years.
- D** Year-to-date Meters Purchased are at 100% of budget as of February 28th.

Monthly Revenue and Expenditure Report
February 28, 2014
(Unaudited)

Debt Service Fund

42% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 42%
Revenue Summary					
Property Tax	\$ 2,915,826	\$ 167,541	\$ 2,876,957	98.67%	A
Interest Income	1,500	-	64	4.29%	
Total Revenue	\$ 2,917,326	\$ 167,541	\$ 2,877,021	98.62%	
Expenditure Summary					
Fees	\$ 1,000	\$ -	\$ 538	53.75%	
Principal	1,125,000	1,125,000	1,125,000	100.00%	B
Interest	1,798,531	907,576	907,576	50.46%	B
Total Expenditures	\$ 2,924,531	\$ 2,032,576	\$ 2,033,113	69.52%	
Total Revenue Over/Under Expenses	\$ (7,205)	\$ (1,865,034)	\$ 843,908		

A Property tax collections peak in the months of December and January

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

City of Sachse

Monthly Revenue and Expenditure Report

February 28, 2014

(Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

42% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 42%
Revenue Summary					
Sales Tax	\$ 429,796	\$ 54,063	\$ 194,806	45.33%	
Other Income	\$ -	\$ -	\$ 10,000		A
Interest Income	7,500	-	3,250	43.33%	
Total Revenue	\$ 437,296	\$ 54,063	\$ 208,056	47.58%	
Expenditure Summary					
Expenditures	507,757	10,247	70,863	13.96%	
Total Expenditures	\$ 507,757	\$ 10,247	\$ 70,863	13.96%	
Total Revenue Over/Under Expenses	\$ (70,461)	\$ 43,816	\$ 137,193		

Explanation of Major Variances:

A Garland ISD Contribution

City of Sachse

Monthly Revenue and Expenditure Report February 28, 2014 (Unaudited)

Impact Fee Fund

42% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Water Impact Fees	\$ 115,000	52,529	114,507	99.57%	
Sewer Impact Fees	47,000	38,510	150,798	320.85%	
Street Impact Fees	76,000	\$ 51,542	\$ (304,737)	-400.97%	A
Interest Income	-	-	1,842		
Total Revenue	\$ 238,000	\$ 142,581	\$ (37,590)	-15.79%	
Expenditure Summary					
Transfers to Utility Fund-Water	\$ -	\$ -	\$ -		
Transfers to Utility Fund-Sewer	-	-	-		
Transfers to Capital Projects	350,000	-	-	0.00%	
Total Expenditures	\$ 350,000	\$ -	\$ -	0.00%	
Total Revenue Over/Under Expenses	\$ (112,000)	\$ 142,581	\$ (37,590)		

A Collected Impact Fees are offset by fees refunded to developer for constructed infrastructure

City of Sachse

Monthly Revenue and Expenditure Report

February 28, 2014

(Unaudited)

Street Maintenance Tax Fund

42% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Sales Tax	\$ 214,900	\$ 27,041	\$ 56,574	26.33%	A
Interest Income	500	-	1	0.18%	
Total Revenue	\$ 215,400	\$ 27,041	\$ 56,575	26.27%	
Expenditure Summary					
Bonanza Asphalt Repair	\$ 85,000	\$ -	\$ -	0.00%	
Ponderosa Asphalt Reconstruction	100,000	-	-	0.00%	
ParkRidge Circle Pavement	25,000	-	-	0.00%	
Total Expenditures	\$ 210,000	\$ -	\$ -	0.00%	
Total Revenue Over/Under Expenses	\$ 5,400	\$ 27,041	\$ 56,575		

A Includes receipts for December, January and February

City of Sachse
 Monthly Revenue and Expenditure Report
 February 28, 2014
 (Unaudited)

HEALTH INSURANCE FUND

42% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 42%
Revenue Summary					
Transfers In-General Fund	\$ 765,503	\$ 63,625	\$ 318,125	41.56%	
Interest	-		4		
Total Revenue	\$ 765,503	\$ 63,625	\$ 318,129	41.56%	
Expenditure Summary					
City Manager	\$ 16,711	\$ 1,288	\$ 6,545	39.16%	
City Secretary	4,977	406	1,992	40.03%	
Human Resources	9,590	783	3,842	40.06%	
Finance	27,598	2,039	8,612	31.21%	
Municipal Court	10,557	862	4,228	40.05%	
Parks & Recreation	43,717	3,457	16,490	37.72%	
Senior Programs	6,260	511	2,507	40.04%	
Library Services	14,557	1,189	5,830	40.05%	
Community Development	46,442	3,673	16,682	35.92%	
Streets & Drainage	57,161	4,135	19,573	34.24%	
Facility Maintenance	14,283	1,163	5,705	39.94%	
Police	233,368	15,044	75,799	32.48%	
Animal Control	18,542	1,209	5,231	28.21%	
Fire/EMS	120,591	9,578	44,248	36.69%	
Combined Services	61,962	-	16,679	26.92%	
Utility Administration	9,537	780	3,829	40.15%	
Water Operations	26,994	2,204	10,811	40.05%	
Sewer Operations	14,503	1,186	5,409	37.30%	
Meter Reading	9,391	758	3,714	39.55%	
City Engineer	18,762	1,524	7,472	39.83%	
Total Expenditures	\$ 765,503	\$ 51,790	\$ 265,199	34.64%	
Total Revenue Over/Under Expenses	\$ -	\$ 11,835	\$ 52,931		

Explanation of Major Variances:



Legislation Details (With Text)

File #: 14-2109 **Version:** 1 **Name:** Audit Services for FY2014
Type: Agenda Item **Status:** Agenda Ready
File created: 3/24/2014 **In control:** City Council
On agenda: 4/7/2014 **Final action:**

Title: Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement, by and between the City of Sachse and BrooksCardiel, PLLC, to provide auditing services for the City's financial statements for the fiscal year ending September 30, 2014, authorizing its execution by the City Manager; and providing for an effective date.

Executive Summary
BrooksCardiel, PLLC, recently completed the second year of a potential five-year engagement as auditors of the City's financial statements, and it is necessary to adopt a resolution to extend the contract.

Sponsors:

Indexes:

Code sections:

Attachments: [SACHSE Resolution Audit Services 2014.pdf](#)
[2014 Engagement Letter](#)

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 agreement, by and between the City of Sachse and BrooksCardiel, PLLC, to provide auditing services for the City's financial statements for the fiscal year ending September 30, 2014, authorizing its execution by the City Manager; and providing for an effective date.

Executive Summary
BrooksCardiel, PLLC, recently completed the second year of a potential five-year engagement as auditors of the City's financial statements, and it is necessary to adopt a resolution to extend the contract.

Background
City Charter Section 7.18 requires that an independent audit be performed at the close of each fiscal year by a certified public accountant. No more than five consecutive annual audits can be completed by the same firm. The independent audit firm of BrooksCardiel, PLLC, completed the audit of the City's financial statements for the period ending September 30, 2013, which was the second year of a possible five-year engagement.

Policy Considerations
Section 7.18 of the City Charter sets forth a requirement for the City Council to call for an

independent audit to be made of all accounts of the City by a Certified Public Accountant. In addition, it is the responsibility of the City to comply with reasonable internal controls and to make representations that the City's financial statements are presented fairly and with full disclosure of any and all financial implications.

Budgetary Considerations

The City will propose an amount equal to the contract amount of \$25,435 for Auditing Services in the 2014-2015 budget, to be allocated between the General Fund, Utility Fund, and the SEDC. By comparison, the 2012-2013 budgeted amount was \$24,694.

Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement, by and between the City of Sachse and BrooksCardiel, PLLC, to provide auditing services for the City's financial statements for the fiscal year ending September 30, 2014, authorizing its execution by the City Manager; and providing for an effective date as a Consent Agenda Item.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT, BY AND BETWEEN THE CITY OF SACHSE AND BROOKSCARDIEL, PLLC, TO PROVIDE AUDITING SERVICES FOR THE CITY'S FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2014, AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the responsibility of the City of Sachse to maintain its finances in conformity with generally accepted accounting principles in order to conduct City business in a fair and business-type manner; and

WHEREAS, the City Council for the City of Sachse desires to secure professional auditing services for the City's financial statements; and

WHEREAS, the City Council of the City of Sachse has been presented with a proposed Agreement between the City of Sachse and BrooksCardiel, PLLC (the "Agreement") to provide auditing services for the City's financial statements for the fiscal year ending September 30, 2014; and

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

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

SECTION 1. The City Manager is hereby authorized to execute the Agreement, attached hereto as Exhibit "A," with BrooksCardiel, PLLC to provide auditing services for the City's financial statements for the fiscal year ending September 30, 2014.

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 _____, 2014.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

AUDIT ENGAGEMENT LETTER

March 27, 2014

City of Sachse, Texas
3815-B Sachse Road
Sachse, TX 78415

Dear Mrs. Savage:

We are pleased to confirm our understanding of the services we are to provide for the City of Sachse, Texas, (the "City") for the year ended September 30, 2014. We will audit the basic financial statements of the City as of September 30, 2014 and for the year then ended.

Accounting principles generally accepted in the United States of America require that the included supplementary information, such as management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Information
3. GASB-required supplementary pension schedule

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Individual nonmajor fund financial statements
2. Combining statements

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

1. Introductory section
2. Statistical section

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express an unqualified opinion that the basic financial statements are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America and for expressing opinions on each opinion unit. If any of our opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit, we will not issue a report as a result of this engagement.

Our procedures will include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with customers, creditors, and financial institutions. Also, we will request written representations from your attorneys as part of the engagement, and they may bill you for responding to that inquiry. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit is designed to provide reasonable, but not absolute, assurance about whether the financial statements are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. Because of this concept of reasonable assurance and because we will not examine all transactions, there is a risk that material misstatements may exist and not be detected by us. Also, an audit is not designed to detect error or fraud that is immaterial to the financial statements. The entity's management is responsible for establishing and maintaining a sound system of internal control, which is the best means of preventing or detecting errors, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

An audit includes obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify material weaknesses or significant deficiencies. However, we will communicate to you and those charged with governance any material weaknesses or significant deficiencies that come to our attention.

We understand that you are responsible for the financial statements and for making all financial records and related information required for our audit available to us on a timely basis, and that you are responsible for the accuracy and completeness of that information. This management responsibility includes (a) establishing and maintaining adequate records and related internal control policies and procedures, (b) selecting and applying accounting principles, (c) safeguarding assets, and (d) identifying and ensuring that the entity complies with laws, regulations, grants, and contracts applicable to its activities.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the

supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

We may advise you about appropriate accounting principles and their application and may assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. Management is also responsible for adjusting the financial statements to correct material misstatements and for affirming to us in the management representation letter that the effects of any uncorrected misstatements, resulting from errors or fraud, aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You agree that management is responsible for (a) the design and implementation of programs and controls to prevent and detect fraud, (b) informing us about any fraud or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, or others where the fraud could have a material effect on the financial statements, and (c) informing us about any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others. You agree that you will confirm your understanding of your responsibilities as defined in this letter to us in your management representation letter.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The timing of our audit will be scheduled for performance and completion as follows:

	<i>Begin</i>	<i>Complete</i>
Document internal control and preliminary tests	June/July per client	June/July
Mail confirmations	October 1	October 1
Perform year-end audit procedures	Mid-Nov/Beg Dec	End Nov/Mid Dec
Issue audit report	n/a	January TBD by Sachse

Anthony Cardiel is the engagement partner for the audit services specified in this letter. His responsibilities include supervising BrooksCardiel, PLLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every two weeks and are payable upon presentation. We estimate that our fee for the audit will be \$25,435. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to the City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of BrooksCardiel, PLLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators or other authoritative bodies pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of BrooksCardiel, PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to said regulators. They may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

If the foregoing is in accordance with your understanding, please indicate your agreement by signing the duplicate copy of this letter and returning it to us. If you have any questions, please let us know.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

A handwritten signature in black ink that reads "Brooks Cardiel, PLLC". The signature is written in a cursive, flowing style.

BrooksCardiel, PLLC
1095 Evergreen Place
Suite 200
The Woodlands, TX 77380

RESPONSE:

This letter correctly sets forth our understanding.

Approved by: _____

Title: _____

Date: _____



Legislation Details (With Text)

File #: 14-2120 **Version:** 1 **Name:** Master Interlocal Cooperative Purchasing Agreement
Type: Agenda Item **Status:** Agenda Ready
File created: 4/1/2014 **In control:** City Council
On agenda: 4/7/2014 **Final action:**
Title: Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Cooperative Purchase Agreement by and between the City of Sachse and the City of Fort Worth.

Executive Summary

The City is interested in using purchasing card program benefits obtained from the Fort Worth for the Chase bank purchasing card program. In order to "piggy-back" on these goods and services, the City of Sachse and Fort Worth must enter into an agreement. This Interlocal Cooperative Purchasing Agreement will allow Sachse to use the contract prices from Fort Worth for the purchasing card program with Chase Bank.

Sponsors:

Indexes:

Code sections:

Attachments: [Fort Worth Cooperative Purchasing Agreement Original Resolution Cooperative Purchasing Fort Worth.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Cooperative Purchase Agreement by and between the City of Sachse and the City of Fort Worth.

Executive Summary

The City is interested in using purchasing card program benefits obtained from the Fort Worth for the Chase bank purchasing card program. In order to "piggy-back" on these goods and services, the City of Sachse and Fort Worth must enter into an agreement. This Interlocal Cooperative Purchasing Agreement will allow Sachse to use the contract prices from Fort Worth for the purchasing card program with Chase Bank.

Background

The Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes governmental entities to contract with each other to perform governmental functions and services. The State purchasing program utilized Chase bank until 2011 when Citibank was awarded the contract. Chase bank offers administrative benefits not available with Citibank. A master agreement is typically approved by both cities and serves as the contract to provide goods and services and avoid duplicative procurement efforts. (see attached Exhibit A).

Policy Considerations

The City of Fort Worth was awarded a contract with Chase to provide a Cooperative purchasing card agreement. Staff feels there is a benefit for the City of Sachse to “piggy-back” on this contract to purchase goods and services in the procurement process. The benefits are as follows:

- 1) Administrative benefits of efficiency and reduction in duplicative procurement efforts
- 2) Rebate rated based on annual program spending
- 3) Chase procurement program is known to staff and used in the past with success.

Staff has evaluated Chase Bank's capabilities. Switching to Chase Bank is expected to achieve a savings to the city through both Chase's rebate program and by eliminating redundancy in the processing of payables. Staff is also confident that the level of expenditure controls in the city will in no way be diminished by switching.

Budgetary Considerations

\$500,000 minimum annual program spend offers a rebate; waives annual card fees, transaction fees, implementation fees, and Smartdata reporting. Minimum level of spending is attainable to benefit from fee waivers and annual rebate, which are not available from the current provider.

Staff Recommendations

Staff recommends the City Council approve a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Cooperative Purchase Agreement by and between the City of Sachse and the City of Fort Worth as a Consent Agenda Item.

COOPERATIVE PURCHASING AGREEMENT

This Cooperative Purchasing Agreement (“Agreement”) is made and entered into as of the date written below between the City of Sachse (“Sachse”), and the City of Fort Worth, Texas (“Fort Worth”).

WHEREAS, both Sachse and Fort Worth have each determined a need for a cooperative agreement to purchase like goods and services to avoid duplicate procurement efforts and obtain the benefits of volume purchasing; and

WHEREAS, Sachse and Fort Worth are authorized by Section 271.102 of the Local Government Code to pursue mutually beneficial and cooperative purchasing programs.

NOW, THEREFORE, for and in consideration of the mutual obligations and benefits contained herein, Sachse and Fort Worth agree as follows:

SECTION 1. The purpose of this Agreement is to provide Sachse and Fort Worth with additional purchasing options by satisfying the provisions of Section 271.102 of the Local Government Code.

SECTION 2. The parties agree that each of the parties shall respectively designate a person to act under the direction of, and on behalf of, the designating party (the “Designated Representative”).

SECTION 3. At the request of the other party, a party that enters into a contract with a vendor for goods or services (the “First Purchasing Party”) shall attempt to obtain the vendor’s agreement to offer those goods and services to the other party (the “Second Purchasing Party”) for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods or services.

SECTION 4. Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall have the responsibility of determining whether the vendor has complied with any provisions in its contract with the vendor, including but not limited to those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all cost of enforcement.

SECTION 5. This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

City of Fort Worth & Sachse
Cooperative Purchasing Agreement

SECTION 6. This Agreement may be terminated by either party, without cause or penalty, upon not less than thirty days written notice to the other party.

SECTION 7. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

SECTION 8. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

SECTION 9. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, the parties shall endeavor to agree to a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

SECTION 10. Execution of this Agreement does not obligate Sachse or Fort Worth to make any purchase, to pay any membership fee or to otherwise or in any manner incur any cost or obligation.

SECTION 11. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

SECTION 12. The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary actions extending such authority have been duly passed and are now in full force and effect.

SECTION 13. All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective city representative set out below, or his/her designee.

City of Fort Worth & Sachse
Cooperative Purchasing Agreement

EXECUTED this _____ day of _____, 2014.

CITY OF FORT WORTH
1000 Throckmorton Street
Fort Worth, Texas 76102

By: _____
Susan Alanis

Title: Assistant City Manager

THE CITY OF SACHSE
3815-B Sachse Road
Sachse, TX 75048

By: _____
William K. George

Title: City Manager

**APPROVED AS TO
FORM AND LEGALITY:**

Assistant City Attorney

City Attorney

M&C P-10710, January 15, 2008
Contract Authorization

Contract Authorization

Mary J. Kayser, City Secretary

Terry Smith, City Secretary

Date

Date

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A COOPERATIVE PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF SACHSE AND THE CITY OF FORT WORTH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Cities of Sachse and Fort Worth have each determined a need for a cooperative agreement to purchase like goods and services to avoid duplicative procurement efforts and obtain the benefits of volume purchasing; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes governmental entities to contract with each other to perform governmental functions and services under the terms of thereof; and

WHEREAS, the City Council has been presented with a proposed Cooperative Purchasing Agreement between the Cities of Sachse and Fort Worth, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter the “Agreement”); and

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

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the _____ day of _____, 2014.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

EXHIBIT "A"
Cooperative Purchasing Agreement



Legislation Details (With Text)

File #:	14-2127	Version:	1	Name:	Oncor Easement for Merritt Road Lift Station
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	4/1/2014	In control:		In control:	City Council
On agenda:	4/7/2014	Final action:		Final action:	

Title: Consider a resolution of the City Council of the City of Sachse, Texas, authorizing the City Manager to execute an easement and right-of-way to Oncor Electric Delivery Company, LLC.

Executive Summary

The City is in the process of upgrading the Merritt Road Lift Station located at 4402 Merritt Road. The property is owned by the City of Sachse. Oncor Electric Delivery Company, LLC is requesting an easement and right-of-way to provide underground electric service to an electric transformer located on the property. This new electric service will provide the electricity needed for the new pump system being installed as a part of the project.

Sponsors:

Indexes:

Code sections:

Attachments: [Resolution Authorizing Oncor Easment and ROW](#)
[Exhibit A 51Sachse Oncor Easement Merritt Rd Lift Station65298](#)

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 City Manager to execute an easement and right-of-way to Oncor Electric Delivery Company, LLC.

Executive Summary

The City is in the process of upgrading the Merritt Road Lift Station located at 4402 Merritt Road. The property is owned by the City of Sachse. Oncor Electric Delivery Company, LLC is requesting an easement and right-of-way to provide underground electric service to an electric transformer located on the property. This new electric service will provide the electricity needed for the new pump system being installed as a part of the project.

Background

The City of Sachse is currently upgrading the Merritt Road lift station to provide additional pumping capacity for the sanitary sewer system. As a part of the project, a more powerful pump system is being installed. The improved pump system requires additional electrical power to operate. Therefore, the existing electrical facilities at the lift station are being upgraded. A pad mounted transformer has been installed to convey the correct voltage to the pump system. This easement and right-of-way will allow Oncor Electric Delivery Company, LLC to provide underground electric service to the system and energize the transformer. Once the transformer is energized, the contractor can begin the start-up process for the new pump system.

Policy Considerations

A resolution is required to authorize the City Manager to convey the easement and right-of-way on City property to Oncor Electric Delivery Company, LLC. The easement and right-of-way document is attached as Exhibit A.

Budgetary Considerations

None.

Staff Recommendations

Staff recommends the City Council approve Consider a resolution of the City Council of the City of Sachse, Texas, authorizing the City Manager to execute an easement and right-of-way to Oncor Electric Delivery Company, LLC as a Consent Agenda Item.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN EASEMENT AND RIGHT-OF-WAY TO ONCOR ELECTRIC DELIVERY COMPANY, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sachse is the owner of real property located at 4402 Merritt Road in the City of Sachse, Texas; and

WHEREAS, the City of Sachse is causing to construct upgrades to the Merritt Road Lift Station located at 4402 Merritt Road in the City of Sachse, Texas; and

WHEREAS, Oncor Electric Delivery Company, LLC has agreed to provide underground electrical supply to the Merritt Road Lift Station; and

WHEREAS, an easement and right-of-way has been requested by Oncor Electric Delivery Company, LLC, to allow access, installation, and maintenance of franchise electric utilities on real property owned by 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 execute the Easement and Right-of-way, attached hereto as Exhibit "A," granting an easement and right-of-way to Oncor Electric Delivery Company, LLC for underground electrical supply and communication facilities.

SECTION 2. That this Resolution shall take effect immediately upon its passage.

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

APPROVED:

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

)

EXHIBIT "A"
**Interlocal Agreement between Collin County and the City of Sachse Concerning
Improvements to Ranch Road from Harlan to Clearmeadow and from DeWitt Road to
Sachse Fire Station #2
2007 Bond Project #07-087**

Grantor reserves the right to use the Easement Property for purposes not inconsistent with Grantee's use of the Easement Property, provided such use shall not, in the reasonable judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the Easement Property unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's successors or assigns, and legal representatives, to warrant and forever defend the above described Easement Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through, or under Grantor, but not otherwise.

EXECUTED this _____ day of _____, 2014.

CITY OF SACHSE

By: _____
William K. George, City Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on this _____ day of _____, 2014, by William K. George, City Manager, City of Sachse, Texas, a Texas home rule municipality, for and on behalf of said municipality.

Notary Public, State of Texas

Commission Expires: _____

EXHIBIT "A"
DESCRIPTION OF EASEMENT PROPERTY

EXHIBIT "A"
Oncor Easement

BEING a 1,200 square foot (0.028 acre) tract contained within the William D. Penney Survey, Abstract No. 1170, City of Sachse, Dallas County, Texas and being part of that certain tract of land described in a Cash Warranty Deed to the City of Sachse, Texas as recorded in Volume 99066, Page 7832 of the Deed Records of Dallas County, Texas, said 0.028 acre tract being more particularly described as follows:

COMMENCING at the southwest corner of said City of Sachse, Texas tract, said point being in the centerline of Merritt Road paving and in the west line of that certain tract of land described in a Warranty Deed with Vendor's Lien to Ralph Howard Meyer and Cherie Ann Halliburton as recorded in Volume 98013, Page 1512 of the Deed Records of Dallas County, Texas;

THENCE North 89 degrees 07 minutes 52 seconds East, departing said centerline of Merritt Road paving and the west line of said Ralph Howard Meyer and Cherie Ann Halliburton tract, and along the south line of said City of Sachse, Texas tract, a distance of 30.00 feet to a point for corner in the apparent east right-of-way line of Merritt Road;

THENCE North 00 degrees 11 minutes 08 seconds East, departing the south line of said City of Sachse, Texas tract and along said apparent east right-of-way line of Merritt Road, a distance of 10.00 feet to the **POINT OF BEGINNING**;

THENCE over, across and through City of Sachse, Texas tract, the following four (4) calls:

North 00 degrees 11 minutes 08 seconds East, continuing along said apparent east right-of-way line of Merritt Road, a distance of 30.00 feet to a point for corner;

North 89 degrees 07 minutes 52 seconds East, departing said apparent east right-of-way line of Merritt Road, a distance of 40.00 feet to a point for corner;

South 00 degrees 11 minutes 08 seconds West, a distance of 30.00 feet to a point for corner;

South 89 degrees 07 minutes 52 seconds West, a distance of 40.00 feet to the **POINT OF BEGINNING**, embracing 0.028 acre (1,200 square feet) of land.

EXHIBIT "A"
Oncor Easement

This description is accompanied by a survey plat of even date.

All bearings and coordinates are based on the Texas State Plane Coordinate System, North Central Zone, NAD 83 (CORS96), Epoch 2002.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.000136506.

I, Mickey D. Nowell, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this legal description and plat represent an actual survey made on the ground under my supervision.



Mickey D. Nowell

Mickey D. Nowell
Registered Professional Land Surveyor
Texas Registration No. 4167

03-19-14

Date

Cobb, Fendley & Associates, Inc.
TBPLS Firm Registration No. 100467
6801 Gaylord Parkway, Suite 302
Frisco, Texas 75034
(972) 335-3214

EXHIBIT "A"

MERITAGE HOMES OF TEXAS, LLC
 INST. No. 2012-00114683,
 O.P.R.D.C.T.

RICHARD COPELAND
 SURVEY No. 228
 ABSTRACT No. 228

WEST R.O.W. LINE OF
 MERRITT ROAD PER
 MERRITT ROAD PER
 INST. No. 2012-00114683,
 O.P.R.D.C.T.

MERRITT ROAD
 (VARIABLE WIDTH R.O.W.)

APPROXIMATE
 LOCATION OF
 SURVEY LINE
 (NO RECORDING
 DATA FOUND)

RALPH HOWARD MEYER &
 CHERIE ANN HALLIBURTON
 VOL. 98013, PG. 1512, D.R.D.C.T.

1,200 S.F.
 (0.028 ACRE)

CITY OF
 SACHSE, TEXAS
 VOL. 99066
 PG. 7832
 D.R.D.C.T.

RALPH HOWARD MEYER &
 CHERIE ANN HALLIBURTON
 VOL. 98013, PG. 1512, D.R.D.C.T.

WILLIAM D.
 PENNEY SURVEY
 No. 1170
 ABSTRACT No. 1170

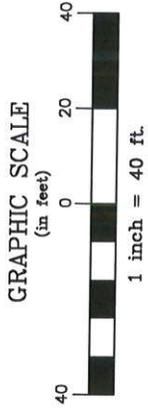
20' SANITARY SEWER EASEMENT
 VOL. 1208, PG. 3320, D.R.T.C.T.

P.O.C.
 N: 7038797.77
 E: 2560237.08

P.O.B.
 N: 7038808.23
 E: 2560267.11

APPROXIMATE
 LOCATION OF
 SURVEY LINE

CENTERLINE OF
 MERRITT ROAD PAVING



LINE	BEARING	LENGTH
L1	N89°07'52"E	30.00'
L2	N00°11'08"E	10.00'
L3	N00°11'08"E	30.00'
L4	N89°07'52"E	40.00'
L5	S00°11'08"W	30.00'
L6	S89°07'52"W	40.00'



LEGEND
 P.O.B. = POINT OF BEGINNING
 D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS
 O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
 ● = POINT FOR CORNER (NOTHING FOUND OR SET)

Mickey D. Nowell
 Registered Professional Land Surveyor
 No. 4167
 Date: 03-19-14



NOTES:
 1. All bearings and coordinates are based on the Texas State Plane Coordinate System, North Central Zone, NAD 83 (CORSS96), Epoch 2002.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.000136506.
 2. This survey plat is accompanied by a separate property description of even date.

DATE:	03/19/2013
DRAWN BY:	JDS
CHECKED BY:	MDN
SHEET NO.:	3 OF 3
JOB NUMBER:	1212-012-01
SHEET ID:	1212-012-01 ONCOR.dwg

EXHIBIT "A"
 ONCOR EASEMENT
 1,200 SQUARE FEET OUT OF THE
 WILLIAM D. PENNEY SURVEY, ABSTRACT NO. 1170
 CITY OF SACHSE, DALLAS COUNTY, TEXAS

CobbFendley
 TBPE Firm Registration No. 274
 TBPLS Firm Registration No. 100467
 6801 Gaylord Parkway, Suite 302
 Frisco, Texas 75034
 972.335.3214 | fax 972.335.3202
 www.cobbhendley.com



Legislation Details (With Text)

File #: 14-2138 **Version:** 1 **Name:** Consider a resolution authorizing the City Manager of Sachse to execute a contract

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

File created: 4/2/2014 **In control:** City Council

On agenda: 4/7/2014 **Final action:**

Title: Consider a resolution 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 Prime Time Group, Incorporated.

Executive Summary

This contract will enable the real estate consultant, Prime Time Group, Inc., to begin the road right-of-way acquisition process for property along the proposed southern two lanes of Ranch Road from Harlan Drive to Clearmeadow Lane. This project, once constructed, will complete Ranch Road as a four-lane divided thoroughfare from Dewitt Road to State Highway 78.

Sponsors:

Indexes:

Code sections:

Attachments: [Exhibit A Project Map](#)
[51Sachse RESO approving PTG Inc Agreement for Professional Services](#)
[SACHSE PTG Inc Agreement](#)

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 the agreement for professional services between the City of Sachse, Texas, and Prime Time Group, Incorporated.

Executive Summary

This contract will enable the real estate consultant, Prime Time Group, Inc., to begin the road right-of-way acquisition process for property along the proposed southern two lanes of Ranch Road from Harlan Drive to Clearmeadow Lane. This project, once constructed, will complete Ranch Road as a four-lane divided thoroughfare from Dewitt Road to State Highway 78.

Background

Ranch Road is shown to be a four-lane divided minor arterial on the City of Sachse Thoroughfare Plan. Currently, Ranch Road exists as a four-lane divided roadway from Dewitt Road to Harlan Drive, and from Clearmeadow Lane to State Highway 78. In between Harland Drive and Clearmeadow Lane, Ranch Road is still a two-lane concrete road. The City of Sachse has partnered with Collin County to provide funding for the project. A map of the proposed project is attached as Exhibit "A".

The real estate consultant, Prime Time Group, Inc., will provide project administration for the

anticipated property acquisitions necessary to obtain the public right-of-way needed for the project.

Policy Considerations

The project is currently listed in the City's Capital Improvements Plan.

Budgetary Considerations

The City of Sachse has previous funds allocated to the construction of Ranch Road through Roadway Impact Fees as shown in the 2013-2014 Capital Improvement Plan. In addition, Collin County has agreed to partner in the construction of Ranch Road, with a 50% match not to exceed \$480,000.00. Per the proposed agreement between the City of Sachse and Prime Time Group, Inc., the fee for the project administration of the property acquisition is \$12,000.00.

Staff Recommendations

Staff recommends approval of a resolution 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 Prime Time Group, Incorporated. as a Consent Agenda Item.

Ranch Road Project Map



Legend

 Project Limits

RESOLUTION NO. _____

A RESOLUTION 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 PRIME TIME GROUP, INCORPORATED; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented with a proposed Agreement for Professional Services (herein the “Agreement”) between the City of Sachse, Texas, and Prime Time Group, Incorporated for real estate services related to the construction of paving and drainage improvements for Ranch Road from Harland Drive to Clearmeadow Lane in the City of Sachse, 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 terms, provisions, and conditions of the Agreement for Professional Services, 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 Agreement for Professional Services 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 ____ day of _____, 2014.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

Exhibit "A"
Agreement for Professional Services
(to be attached)

STATE OF TEXAS §
§ **AGREEMENT FOR PROFESSIONAL SERVICES**
COUNTY OF DALLAS §

This agreement (“Agreement”) is made by and between the City of Sachse, Texas (“City”) and Prime Time Group, Inc. (the “Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

Recitals:

WHEREAS, City desires to engage the services of Professional as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Professional desires to render project administration services related to land acquisition for roadway improvements in the City of Sachse for the completion of Ranch Road, as set forth in Exhibit “A”, (the “Project”) in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

Article I
Term

1.1 This term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until completion of the services provided herein.

1.2 Either party may terminate this Agreement by giving thirty (30) days prior written notice to the other party. In the event of such termination, Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Scope of Services

2.1 Professional shall provide the services specifically set forth in Exhibit “A.”

2.2 The Parties acknowledge and agree that any and all opinions provided by Professional represent the best judgment of Professional.

2.3 Preliminary documents, specifications, estimates, and other documents, including those in electronic form, prepared by Professional and its consultants, agents, representatives, and/or employees in connection with the Project are intended for the use and benefit of the City.

Professional and its consultants, agents, representatives, and/or employees shall be deemed the authors of their respective part of said Project documents. Notwithstanding, City shall own, have, keep and retain all rights, title and interest in and to all Project documents, including all ownership, common law, statutory, and other reserved rights, including copyrights, in and to all such Project documents, whether in draft form or final form, which are produced at its request and in furtherance of this Agreement or the Project. City shall have full authority to authorize the Contractor, Subcontractors, Sub-subcontractors, City consultants, and material or equipment suppliers to reproduce applicable portions of the Project documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by Professional in connection with this Agreement are “works for hire” and shall be the property of the City. City shall have the right to publish, disclose, distribute and otherwise use such materials and reports in accordance with the Engineering Practice Act of the State of Texas. Professional shall upon completion of the services, or earlier termination, provide the City with reproductions of all materials reports, and exhibits prepared by Professional pursuant to this Agreement, and in electronic format if requested by the City.

Article III Schedule of Work

Professional agrees to commence services upon written direction from City and to complete the required services in accordance with the schedule set forth in Exhibit “A” (the “Work Schedule”).

Article IV Compensation and Method of Payment

4.1 City shall compensate Professional as set forth in Exhibit “A” in a total amount not to exceed Ten Thousand Dollars (\$12,000).

4.2 Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, Professional shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City, and without decreasing the effectiveness of the performance of services required under this Agreement.

5.2 To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants,

persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Professional.

5.3 Professional shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VI Relationship of Parties

It is understood and agreed by and between the parties that in satisfying the conditions of this Agreement, Professional is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. As such, City shall not: train Professional, require Professional to complete regular oral or written reports, require that Professional devote its full-time services to the City, or dictate Professional's sequence of work or location at which Professional performs its work.

Article VII Insurance

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate.

- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the City

for cancellation of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. Professional shall provide written notice to the City of any material change of or to the insurance required herein.

- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon written request of the City.

Article VIII Miscellaneous

8.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings, written or oral agreements between the parties with respect to this subject matter.

8.2 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

8.3 Assignment. Professional may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

8.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8.5 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

8.6 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

8.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

8.8 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

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

8.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

William K. George
City Manager
City of Sachse, Texas
3915-B Sachse Road
Sachse, Texas 75048

With Copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for Professional:

Linda Latham
Owner
Prime Time Group, Inc.
111 S. Garland Avenue, Suite 312
Garland, Texas 75040

8.11 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

8.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

8.13 Indemnification. **CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST City, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “City”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF City. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS City FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT**

COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST City IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, PROFESSIONAL, ON NOTICE FROM City, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT PROFESSIONAL'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO City. PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8.14 Audits and Records. Professional agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Professional's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

8.15 Conflicts of Interests. Professional represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

[Signature page to follow]

EXECUTED this _____ day of _____, 2014.

City of Sachse, Texas

By: _____
William K. George, City Manager

Approved as to form:

By: _____
Joseph Gorfida Jr., City Attorney

EXECUTED this _____ day of _____, 2014.

Prime Time Group, Inc.

By: _____
Linda Latham, Owner

EXHIBIT "A"
SCOPE OF SERVICES

PRIME TIME GROUP, INC.

March 31, 2014

Greg Peters, P.E.
City Engineer
City of Sachse
3815 -B Sachse Road
Sachse, TX 75048

Ref: Road Right-of-Way Acquisition for the Ranch Road Project

Dear Mr. Peters,

At your request, we submit the following proposal in connection with the ***Road Right-of-Way Acquisitions*** for the ***City of Sachse***. We will provide the following services.

Project Administration:

- Visit project site with the ***City of Sachse*** personnel
- Communicate with all parties on the project
- Set up files for parcels to be acquired
- Review records / surveys
- Research for property owner(s)
- Research for property values
- Prepare market analysis chart showing price per square foot
- Prepare correspondence to be sent / mail to property owner (s)
- Set appointment with property owner(s)
- Copied signed documents and mail back to property owner(s)
- Provide copy of original signed document
- Furnish recorded signed documents to ***The City***
- Answer parties questions via phone or mail
- Manage all files on the project
- Maintain current status reports of all parcel and project activities and provide monthly reports if needed.
- Maintain records of all payments, correspondence and contacts with property owner(s).

111 S. GARLAND AVE. | SUITE 312 | GARLAND, TX 75040-2106 | TEL 972.272.6600 | FAX 972.272.6626

PRIME TIME GROUP, INC.

Negotiation Tasks:

- Confirm Comparative Market Analysis (CMA) on approved value for making offer for each parcel.
- Analyze preliminary title report to determine potential title problems and, propose methods to cure title deficiencies.
- Prepare the initial offer letter, memorandum of agreement, instruments of conveyance, and any other documents required or requested.
- If needed, provide a copy of the CMA report for the subject property exclusively to property owner or authorized representative.
- Respond to property owner inquires verbally or in writing within two business days.
- Identify property owner(s) and legal description of properties
- Contact each property owner or owner's designated representative to present the written offer in person where practical, and deliver *The City* needs for acquisitions. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for closing.
- Provide a copy of the signed contract for the subject property exclusively to the property owner or authorized representative and *The City of Sachse*. Maintain parcel files of original documents related to the purchase or property interest. Advise property owner on the Administrative Settlement Process and transmit to *The City of Sachse* any written counter offer from property owners including supporting documents.
- Prepare documents of conveyance if necessary.

Closing Services:

- Coordinate with *The City of Sachse* and Title Company to obtain an updated title commitment along with other forms and certified copy of the instrument of conveyance when requesting the parcel payment from *The City of Sachse*.
- Attend closing and provide closing services in conjunction with Title Company.
- Record all original instruments after closing at the respective County Clerk's Office, except for donations which will be forwarded to *The City of Sachse* for acceptance prior to recording.

PRIME TIME GROUP, INC.

Our service fees to perform the acquisition of the specified works (shown below) for The City of Sachse, are Two Thousand Dollars (\$2,000.00) per Road Right-of-Way acquisition which will also include Temporary Construction Easement Acquisition on all parcels.

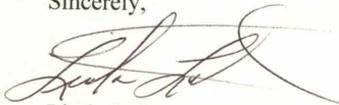
78 Lander Miller, LTD – 1,344 Sq. Ft. ROW
78 Lander Miller, LTD - 1,336 Sq. Ft. ROW
Addepalli, Guduru, Kopparthy & Anasuri– 6,006 Sq. Ft. ROW
Vault Capital Group, LLC – 6,174 Sq. Ft. ROW
Jones and Hipp – 23,216 Sq. Ft. ROW
Little Genius of Texas, LLC ROW

Six Right of Way Acquisitions at \$2,000. per parcel
Six Temporary Construction Easement Acquisition

Total Road Right-of-Way and Temporary Construction Easement Acquisition cost
\$12,000.00

Note: *The above proposal does not include the services of: Appraisal / Appraisal Review; Condemnation Support; Title Services; Recording Fees; Relocation Services; and Property Disposal Services for the **Right-of-Way Acquisition for The Ranch Road Project.***

Sincerely,



Linda Latham
PTG, Inc.

City of Sachse

Date: _____, 2014.



Legislation Details (With Text)

File #: 14-2128 **Version:** 1 **Name:** Consider a resolution authorizing the City Manager of Sachse to execute a contract

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

File created: 4/2/2014 **In control:** City Council

On agenda: 4/7/2014 **Final action:**

Title: Consider a resolution 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.

Executive Summary

This contract will enable the survey consultant, Maddox Surveying & Mapping, to begin survey work related to roadway improvements in the City of Sachse.

Sponsors:

Indexes:

Code sections:

Attachments: [Exhibit A - Project Location Maps](#)
[RESO approving Maddox Agreement for Professional Services](#)
[Prof Services Agreement Maddox Surveying Mapping Street Rehabilitation Projects](#)

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

Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the agreement for professional services between the City of Sachse, Texas, and Maddox Surveying & Mapping, Inc.

Executive Summary

This contract will enable the survey consultant, Maddox Surveying & Mapping, to begin survey work related to roadway improvements in the City of Sachse.

Background

The City of Sachse 2013-2014 Capital Improvements Plan includes three roadway improvement projects which require additional survey data for engineering design and construction. The three projects include:

- Project R-13-17 - Wrangler/Mane Pavement Replacement
- Project R-13-18 - Parkridge Circle Pavement Replacement
- Project R-13-19 - Baycrest Circle Pavement Replacement

The City of Sachse engaged Maddox Surveying & Mapping to provide a proposal to complete a topographic and partial boundary survey for the three projects. The survey will be used by the City of Sachse Engineering Department to prepare engineering plans for the projects. An

exhibit showing the limits of the three projects is attached as Exhibit "A".

Policy Considerations

The roadway improvements for the intersection of Wrangler & Mane, Parkridge Circle, and Baycrest Circle are identified in the 2013-2014 Capital Improvements Plan.

Budgetary Considerations

The budget for the three projects is:

Project R-13-17 - Wrangler/Mane Pavement Replacement

Budget: \$15,000.00

Funding Source: General Fund (Public Works Roadway Maintenance Project)

Project R-13-18 Parkridge Circle Pavement Replacement

Budget: \$25,000.00

Funding Source: Street Maintenance Tax

Project R-13-19 Baycrest Circle Pavement Replacement

Budget: \$20,000.00

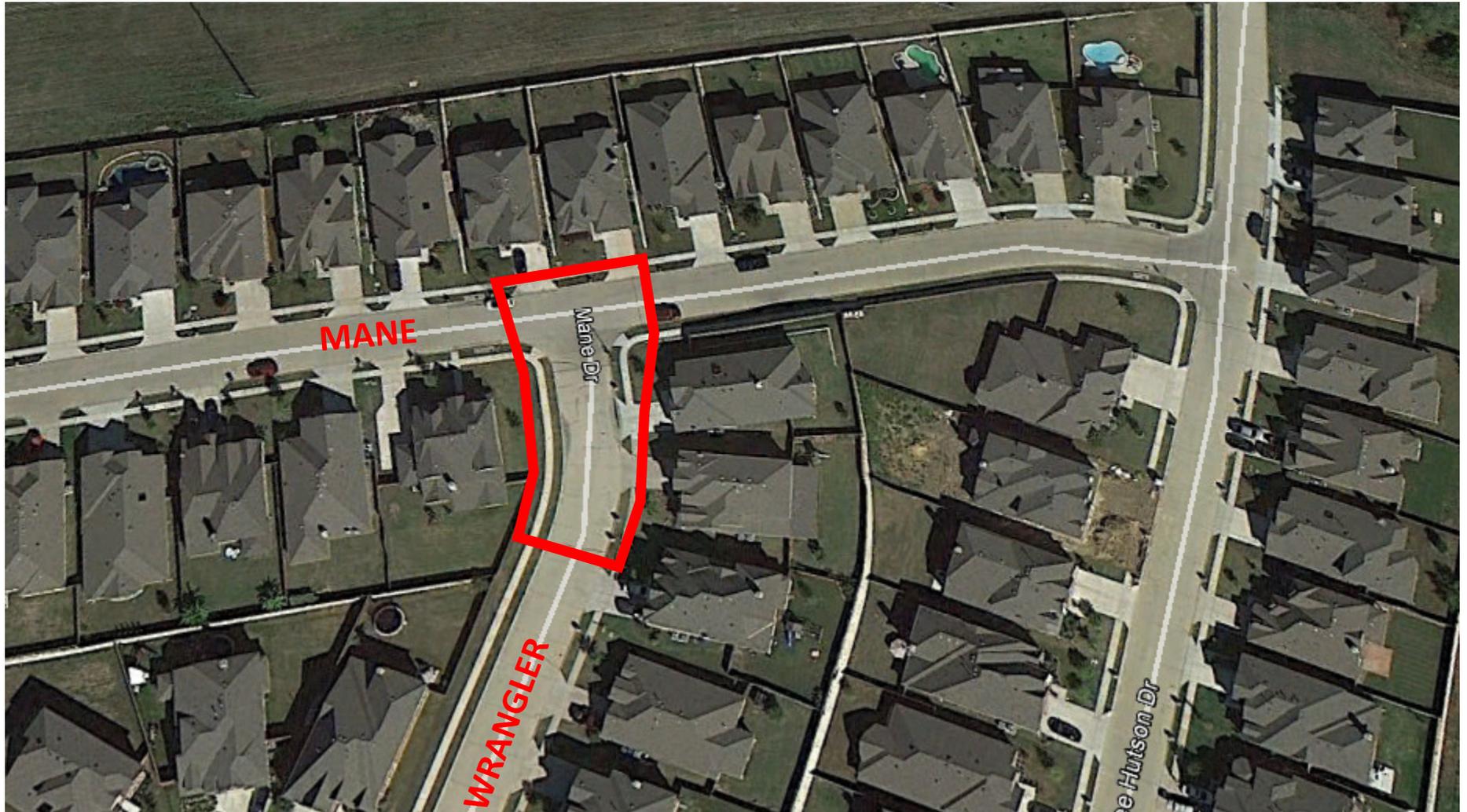
Funding Source: General Fund (Public Works Roadway Maintenance Project)

The consultant fee is \$1,300.00 for the topographic survey of project R-13-17, \$1,300.00 for the topographic survey of Project R-13-18, and \$1,800.00 for the topographic survey of Project R-13-19. The total contract amount is \$4,400.00 for the three projects. The survey for the three projects will be funded through the Capital Projects Funds as shown in the 2013-2014 Capital Improvements Plan. The engineering design will be completed by the Sachse Engineering Department, and the projects will go through standard City of Sachse bid processes per the Texas Local Government Code.

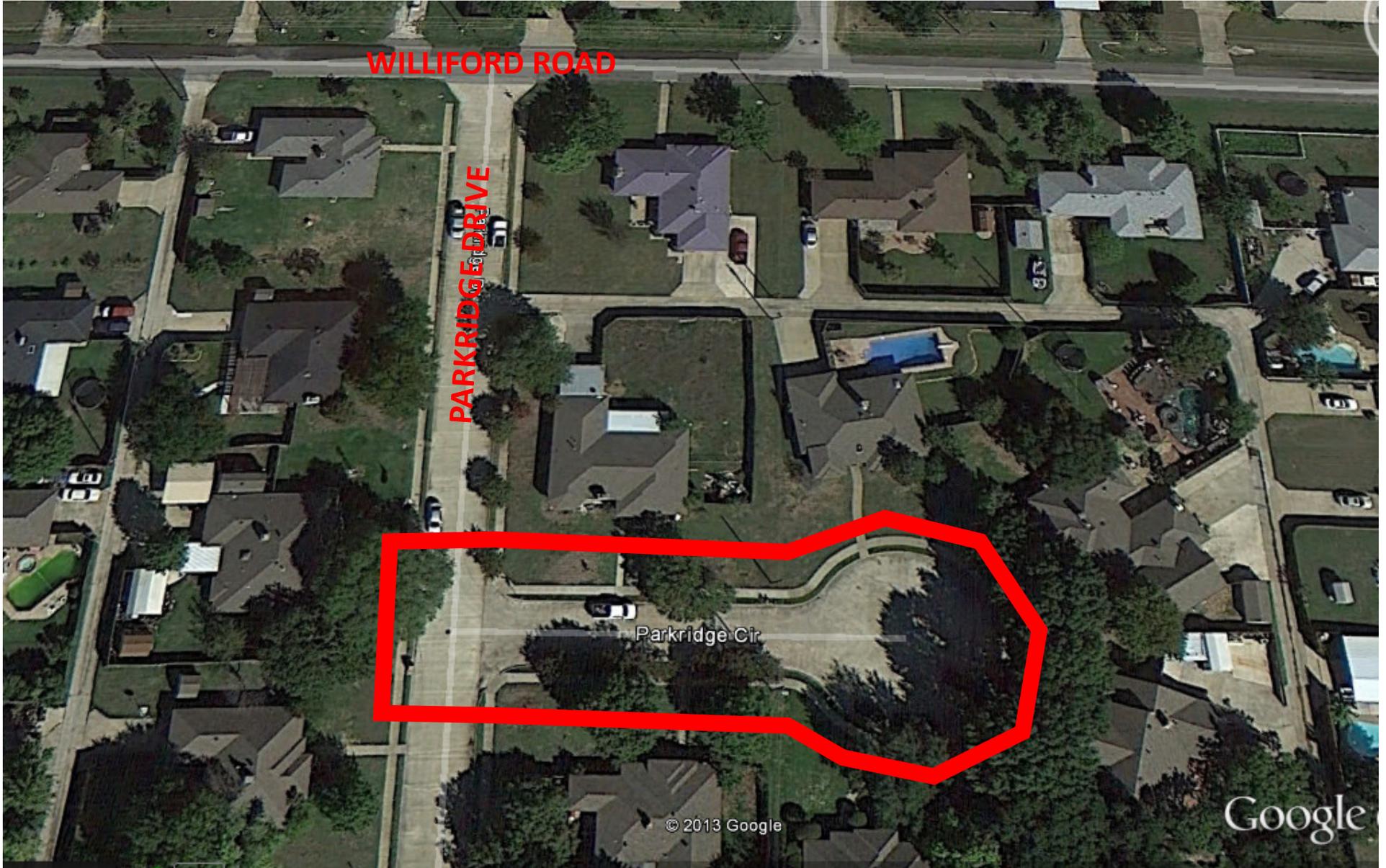
Staff Recommendations

Staff recommends approval of a resolution 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. as a Consent Agenda Item.

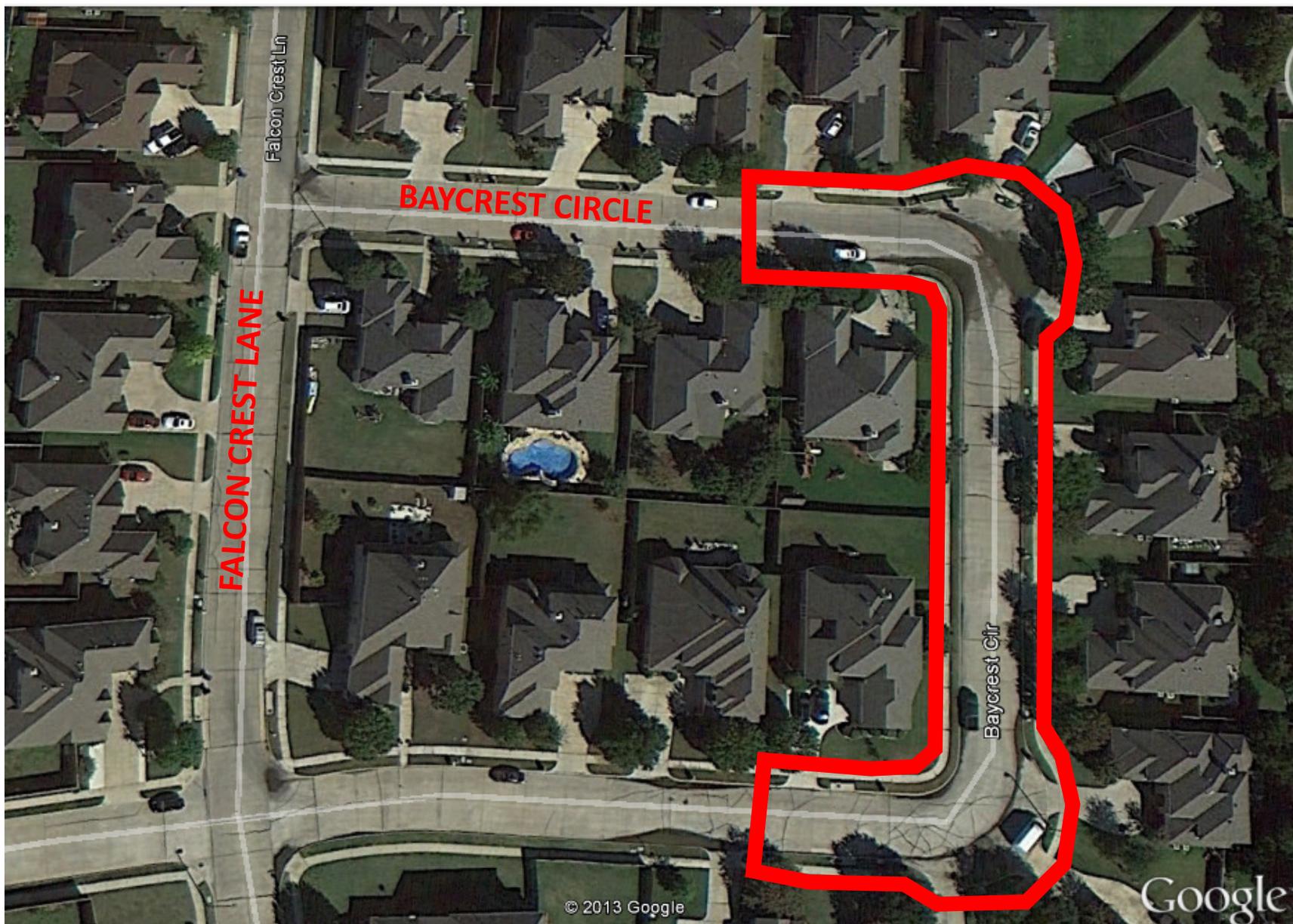
PROJECT R-13-17: WRANGLER/MANE



PROJECT R-13-18: PARKRIDGE CIRCLE



PROJECT R-13-19: BAYCREST CIRCLE



RESOLUTION NO. _____

A RESOLUTION 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.; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented with a proposed Agreement for Professional Services (herein the “Agreement”) between the City of Sachse, Texas, and Maddox Surveying & Mapping, Inc. for surveying services related to proposed roadway improvements located at the intersection of Wrangler and Mane, Parkridge Circle, and Baycrest Circle, 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 terms, provisions, and conditions of the Agreement for Professional Services, 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 Agreement for Professional Services 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 ____ day of _____, 2014.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

Exhibit "A"
Agreement for Professional Services
(to be attached)

STATE OF TEXAS §
§ **AGREEMENT FOR PROFESSIONAL SERVICES**
COUNTY OF DALLAS §

This agreement (“Agreement”) is made by and between the City of Sachse, Texas (“City”) and Maddox Surveying & Mapping, Inc. (the “Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

Recitals:

WHEREAS, City desires to engage the services of Professional as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Professional desires to render professional surveying services for the City of Sachse, as set forth in Exhibit “A”, (the “Project”) in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

Article I
Term

1.1 This term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until completion of the services provided herein.

1.2 Either party may terminate this Agreement by giving thirty (30) days prior written notice to the other party. In the event of such termination, Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Scope of Services

2.1 Professional shall provide the services specifically set forth in Exhibit “A.”

2.2 The Parties acknowledge and agree that any and all opinions provided by Professional represent the best judgment of Professional.

2.3 Preliminary design documents, specifications, estimates, and other documents, including those in electronic form, prepared by Professional and its consultants, agents, representatives, and/or employees in connection with the Project are intended for the use and benefit of the City. Professional and its consultants, agents, representatives, and/or employees shall

be deemed the authors of their respective part of said Project documents. Notwithstanding, City shall own, have, keep and retain all rights, title and interest in and to all Project documents, including all ownership, common law, statutory, and other reserved rights, including copyrights, in and to all such Project documents, whether in draft form or final form, which are produced at its request and in furtherance of this Agreement or the Project. City shall have full authority to authorize the Contractor, Subcontractors, Sub-subcontractors, City consultants, and material or equipment suppliers to reproduce applicable portions of the Project documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by Professional in connection with this Agreement are “works for hire” and shall be the property of the City. City shall have the right to publish, disclose, distribute and otherwise use such materials and reports in accordance with the Engineering Practice Act of the State of Texas. Professional shall upon completion of the services, or earlier termination, provide the City with reproductions of all materials reports, and exhibits prepared by Professional pursuant to this Agreement, and in electronic format if requested by the City.

Article III Schedule of Work

Professional agrees to commence services upon written direction from City and to complete the required services in accordance with the schedule set forth in Exhibit “A” (the “Work Schedule”).

Article IV Compensation and Method of Payment

4.1 City shall compensate Professional as set forth in Exhibit “A” in a total amount not to exceed Forty Four Hundred Dollars (\$4,400).

4.2 Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, Professional shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City, and without decreasing the effectiveness of the performance of services required under this Agreement.

5.2 To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of

the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Professional.

5.3 Professional shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VI Relationship of Parties

It is understood and agreed by and between the parties that in satisfying the conditions of this Agreement, Professional is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. As such, City shall not: train Professional, require Professional to complete regular oral or written reports, require that Professional devote its full-time services to the City, or dictate Professional's sequence of work or location at which Professional performs its work.

Article VII Insurance

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate.

- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; (3) provide for a waiver of subrogation against the

City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. Professional shall provide written notice to the City of any material change of or to the insurance required herein.

- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon written request of the City.

Article VIII Miscellaneous

8.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings, written or oral agreements between the parties with respect to this subject matter.

8.2 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

8.3 Assignment. Professional may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

8.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8.5 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

8.6 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

8.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

8.8 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

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

8.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

William K. George
City Manager
City of Sachse, Texas
3915-B Sachse Road
Sachse, Texas 75048

With Copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for Professional:

Brian Maddox, R.P.L.S.
Principal
Maddox Surveying & Mapping
P.O. Box 2109
Forney, Texas 75216

8.11 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

8.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

8.13 Indemnification. **CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST City, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “City”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF City. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS City FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT**

COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST City IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, PROFESSIONAL, ON NOTICE FROM City, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT PROFESSIONAL'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO City. PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8.14 Audits and Records. Professional agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Professional's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

8.15 Conflicts of Interests. Professional represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

[Signature page to follow]

EXECUTED this _____ day of _____, 2014.

City of Sachse, Texas

By: _____
William K. George, City Manager

Approved as to form:

By: _____
Joseph J. Gorfida Jr., City Attorney
(02-26-14/64967)

EXECUTED this _____ day of _____, 2014.

Maddox Surveying & Mapping, Inc.

By: _____
Brian Maddox, Owner

EXHIBIT "A"
SCOPE OF SERVICES

Maddox Surveying & Mapping, Inc.
P.O. Box 2109
Forney, Texas 75126
Phone: 972-564-4416

March 19, 2014

To: City of Sachse
3815-B Sachse Road
Sachse, Tx. 75048

SUBJECT: Surveying Services Mane Drive (PROJECT R-13-17)
Boundary information and Topographic Survey of Mann
Drive from the intersection of Mann & Wrangler
approximately 450'

To: Greg A. Peters, P.E.

MADDOX SURVEYING & MAPPING is pleased to submit this proposal to provide Professional Surveying services for the subject project. This proposal includes a brief discussion of the scope of work and associated compensation. We understand that you wish to begin work on this project in the next week.

Based on our preliminary discussions and review of the project, the following is our understanding of the Services to be provided by MADDOX SURVEYING for the subject project.

TOPOGRAPHIC SURVEY OF FOLLOWING:

1. Topographic survey of all existing information from right-of-way to right-of-way

PARTIAL BOUNDARY AND EASEMENT INFORMATION OF FOLLOWING:

2. Locate and show existing property line and easement information along topo route.

COMPENSATION:

We will perform the above services for a fee of \$1,300.00

This proposal, unless otherwise noted, constitutes our understanding of the services to be provided by MADDOX SURVEYING & MAPPING on the project described above. This proposal is offered for a period of thirty (30) days after which, if said proposal has not been executed, said proposal shall no longer be valid.

We appreciate the opportunity to submit this proposal and look forward to working with you on this important project. If this proposal is acceptable, please sign where indicated below and return one copy to our office for our mutual agreement. Please contact me with any questions or comments you may have regarding this proposal.

Best Regards,

MADDOX SURVEYING & MAPPING, INC.

Brian J. Maddox, R.P.L.S.
President of Operations

ACCEPTED BY:

Signature _____ Date _____

Print Name and Title

Maddox Surveying & Mapping, Inc.
P.O. Box 2109
Forney, Texas 75126
Phone: 972-564-4416

March 19, 2014

To: City of Sachse
3815-B Sachse Road
Sachse, Tx. 75048

**SUBJECT: Surveying Services Parkridge Circle (PROJECT R-13-18)
Boundary information and Topographic Survey of
Parkridge Circle from the intersection of Parkridge
Drive & Parkridge Circle approximately 500' east to
culde-sac**

To: Greg A. Peters, P.E.

MADDOX SURVEYING & MAPPING is pleased to submit this proposal to provide Professional Surveying services for the subject project. This proposal includes a brief discussion of the scope of work and associated compensation. We understand that you wish to begin work on this project in the next week.

Based on our preliminary discussions and review of the project, the following is our understanding of the Services to be provided by MADDOX SURVEYING for the subject project.

TOPOGRAPHIC SURVEY OF FOLLOWING:

1. Topographic survey of all existing information from right-of-way to right-of-way

PARTIAL BOUNDARY AND EASEMENT INFORMATION OF FOLLOWING:

2. Locate and show existing property line and easement information along topo route.

COMPENSATION:

We will perform the above services for a fee of \$1,300.00

This proposal, unless otherwise noted, constitutes our understanding of the services to be provided by MADDOX SURVEYING & MAPPING on the project described above. This proposal is offered for a period of thirty (30) days after which, if said proposal has not been executed, said proposal shall no longer be valid.

We appreciate the opportunity to submit this proposal and look forward to working with you on this important project. If this proposal is acceptable, please sign where indicated below and return one copy to our office for our mutual agreement. Please contact me with any questions or comments you may have regarding this proposal.

Best Regards,

MADDOX SURVEYING & MAPPING, INC.

Brian J. Maddox, R.P.L.S.
President of Operations

ACCEPTED BY:

Signature _____ Date _____

Print Name and Title

Maddox Surveying & Mapping, Inc.
P.O. Box 2109
Forney, Texas 75126
Phone: 972-564-4416

March 19, 2014

To: City of Sachse
3815-B Sachse Road
Sachse, Tx. 75048

**SUBJECT: Surveying Services Baycrest Circle (PROJECT R-13-19)
Boundary information and Topographic Survey of Baycrest
Circle from approximately midway east on Baycrest
Circle east of Falcon Crest Lane approximately 800'
east to culde-sac**

To: Greg A. Peters, P.E.

MADDOX SURVEYING & MAPPING is pleased to submit this proposal to provide Professional Surveying services for the subject project. This proposal includes a brief discussion of the scope of work and associated compensation. We understand that you wish to begin work on this project in the next week.

Based on our preliminary discussions and review of the project, the following is our understanding of the Services to be provided by MADDOX SURVEYING for the subject project.

TOPOGRAPHIC SURVEY OF FOLLOWING:

1. Topographic survey of all existing information from right-of-way to right-of-way

PARTIAL BOUNDARY AND EASEMENT INFORMATION OF FOLLOWING:

2. Locate and show existing property line and easement information along topo route.

COMPENSATION:

We will perform the above services for a fee of **\$1,800.00**

This proposal, unless otherwise noted, constitutes our understanding of the services to be provided by MADDOX SURVEYING & MAPPING on the project described above. This proposal is offered for a period of thirty (30) days after which, if said proposal has not been executed, said proposal shall no longer be valid.

We appreciate the opportunity to submit this proposal and look forward to working with you on this important project. If this proposal is acceptable, please sign where indicated below and return one copy to our office for our mutual agreement. Please contact me with any questions or comments you may have regarding this proposal.

Best Regards,

MADDOX SURVEYING & MAPPING, INC.

Brian J. Maddox, R.P.L.S.
President of Operations

ACCEPTED BY:

Signature _____ Date _____

Print Name and Title



Legislation Details (With Text)

File #: 14-2110 **Version:** 1 **Name:** Bank Depository Agreement Extension 2014
Type: Agenda Item **Status:** Agenda Ready
File created: 3/24/2014 **In control:** City Council
On agenda: 4/7/2014 **Final action:**

Title: Consider a resolution of the City Council of the City of Sachse, Texas, approving an extension of the Bank Depository Service Agreement between the City and American National Bank for a period of one year from October 1, 2014, and continuing through September 30, 2015; and providing for an effective date.

Executive Summary

The current banking contract extension ends September 30, 2014. In order to continue under the same terms and conditions, approval of resolution extending the Bank Depository Service Agreement between the City and American National Bank (ANB) is necessary. This extension is for a period of one year from October 1, 2014 through September 30, 2015.

Sponsors:

Indexes:

Code sections:

Attachments: [Bank Depository Extension letter April 2014.pdf](#)
[Sachse ANB Bank Depository Services Agreement 082110.pdf](#)
[SACHSE Resolution 3rd Renewal of Bank Contract.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving an extension of the Bank Depository Service Agreement between the City and American National Bank for a period of one year from October 1, 2014, and continuing through September 30, 2015; and providing for an effective date.

Executive Summary

The current banking contract extension ends September 30, 2014. In order to continue under the same terms and conditions, approval of resolution extending the Bank Depository Service Agreement between the City and American National Bank (ANB) is necessary. This extension is for a period of one year from October 1, 2014 through September 30, 2015.

Background

The City's original Bank Depository Agreement with ANB was for a period of two years, with an option for three one-year renewals. This resolution would be authorizing the third renewal year.

ANB has been supportive and responsive to the City of Sachse's needs as well as complying with the terms of the agreement. Because the City values the professional and courteous

banking relationship developed over the years, we are requesting the final one-year extension of the current banking contract.

Policy Considerations

Compliance with contract terms and conditions.

Budgetary Considerations

None

Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, approving an extension of the Bank Depository Service Agreement between the City and American National Bank for a period of one year from October 1, 2014, and continuing through September 30, 2015; and providing for an effective date, as a Consent Agenda Item.



Finance Department
3815-B Sachse Rd.
Sachse, TX 75048
972-495-1212

April 7, 2014

Anita Collins, Market President
American National Bank of Texas
5430 Highway 78
Sachse, TX 75048

Dear Ms. Collins:

The City of Sachse desires to continue the contract for Bank Depository Services for another year beginning October 1, 2014 and ending September 30, 2015. In consideration of an extension, the City of Sachse desires to extend at the same terms and conditions per the original Bank Depository Services Agreement dated October 1, 2010.

The City of Sachse values the professional and courteous banking relationship that we have established over the years. We are looking forward to working with you and your staff as we move forward.

Sincerely,

William K. George, City Manager
City of Sachse

BANK DEPOSITORY SERVICES AGREEMENT

This BANK DEPOSITORY SERVICES AGREEMENT, hereinafter called (the "Agreement"), is made and entered into on the date last herein written by and between the CITY OF SACHSE, a political subdivision of the State of Texas, hereinafter called (the "City") and AMERICAN NATIONAL BANK OF TEXAS, organized under the law of the United States and authorized by law to do banking business in the State of Texas, hereinafter called (the "Bank"), and provides as follows:

1. **Designation of Depository.** City, through action of the City Council, its governing body, hereby designates Bank as a primary depository bank for the period beginning October 1, 2010, and continuing through September 30, 2012, with the option for three one-year extensions under the same terms and conditions.

2. **General.** All services rendered to City by Bank under this Agreement shall be performed in accordance with accepted commercial banking standards for public fund organizations and under the overall direction and instructions of City pursuant to Bank's standard operations, policies, and procedures.

3. **Scope of Services.** Bank agrees to provide those services as described in the Bank's Response to City's Bank Services RFP incorporated herein by reference. Bank acknowledges that all such services shall be performed by Bank subject to the approval of City.

4. **City Representatives.** During the term of this Agreement, the City will, through appropriate action of its City Council, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of the City in any and all matters of every kind arising under this Agreement and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of the City in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfer by written instrument.

5. **Entire Agreement.** The entire agreement between Bank and City shall consist of this Agreement, City's Bank Services RFP, Bank's Response to City's Bank Services RFP, and Custodial Agreement (each incorporated by reference) listed in governing order of precedence in the event of conflict among any of the documents. This Agreement supersedes any and all prior representations, statements, and agreements, whether written or oral. **No oral agreements exist between the Bank and the City.** The terms and provisions of this Agreement may not be amended, altered, or waived except by mutual agreement evidenced by a written instrument signed by duly authorized representatives of both parties.

6. **Interest on Deposits.** City may arrange for time deposits and Bank may accept and shall hold such deposits subject to payment in accordance with the terms of the deposit. Interest shall be calculated at the rates which Bank has proposed for the particular denomination and time period of said deposits, or negotiated at the time of placement of said deposits. Any time deposits that mature beyond the expiration of this Agreement will be at the interest rates negotiated at the time of purchase.

7. **Custodian.** City and Bank, by execution of this Agreement, hereby designate the Federal Home Loan Bank of Dallas, hereinafter called (the "Custodian"), to hold in trust, according to the terms and conditions of this Agreement and the Custodial Agreement, the collateral described and pledged by the Bank in accordance with the provisions of this Agreement.

8. **Custodian Fees.** Any and all fees associated with Custodian's holding of collateral for the benefit of City will be paid by Bank and the City will have no liability therefore.

9. **Collateralization.** All funds on deposit with the Bank to the credit of the City shall be secured by collateral as provided for the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code), the City's Investment Policy, and the Bank's Response to the City's Bank Depository Request For Proposal as accepted by the City. With the exception of deposits secured with irrevocable letters of credit at 100% of amount, the total market value of the collateral (which includes accrued interest or income to the extent it is not included in the market price) securing such deposits shall be in an amount at least equal to one hundred two percent (102%) of the amount of such deposits, plus the amount of any accrued interest thereon, less the amount that such deposits are insured by an agency or instrumentality of the United States government. The market value with respect to any securities (collateral) as of any date and priced on such date will be obtained from a non-affiliated source acceptable to the City. The Bank will work with the City to establish an appropriate cushion to cover normal deposit fluctuations and City will notify Bank of significant changes in its balances. Bank will be liable for the monitoring and maintaining the required collateral margins and levels at all times.

Bank has heretofore, or will immediately hereafter, deliver to Custodian collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of City deposited with Bank. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by Custodian in trust so long as the depository relationship between City and Bank shall exist hereunder, and thereafter so long as deposits made by City and Bank hereunder, or any portion thereof, shall have not been properly paid out by Bank to City or on its order. Bank hereby grants a security interest in such collateral to City.

Custodian will accept said collateral and hold the same in trust for the purposes herein stated.

10. **Default.** Should Bank fail at any time pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposits and the interest on such deposits or in any manner breach its contract with City, City shall give written notice of such failure or breach to the Bank, and the Bank shall have three (3) business days to cure such failure or breach. In the event Bank shall fail to cure any such failure or breach within three (3) business days or should the Bank be declared insolvent by a Federal banking regulatory agency, it shall be the duty of Custodian, upon demand of City (supported by proper evidence of any of the above listed circumstances), to surrender the above described collateral, in an amount equal to the current balance of City's deposits and accrued interest less agency or instrumentality of the United States government insurance, to City. City may sell any part of such collateral and out of the proceeds thereof, pay City all damages and losses sustained by it, together with all expenses of any and every kind incurred by it on account of such failure or insolvency, or sale, and account to Bank for the remainder, if any, of said proceeds or collateral remaining unsold.

11. **Sale of Collateral.** Any sale of such collateral, or any part thereof, made by City hereunder may be either at public or private sale, provided, however, it shall give both Custodian and Bank two (2) hours notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder therefore for cash. City and Bank shall have the right to bid at such sale.

12. **Substitution of Collateral.** If Bank shall desire to sell or otherwise dispose of any one or more of said collateral securities so deposited with Custodian, with the advance written approval of City, it may substitute for any one or more of such securities other securities of the same market value and character of the character authorized herein. Such right of substitution shall remain in full force and may be exercised by Bank as often as it may desire; provided, however, that the aggregate market value of all collateral pledged hereunder, shall be at least equal to the amount of collateral required hereunder and meet the requirements of the law. **The City agrees to respond to all proposed collateral releases within 2 days of request.** If at any time, the aggregate market value of such collateral so deposited with Custodian is less than one hundred two percent (102%) of the City's funds on deposit with the Bank, Bank immediately shall deposit with Custodian such additional collateral as may be necessary to cause the

market value of such collateral to equal the total amount of required collateral. Bank shall be entitled to income on securities held by Custodian for the collateral required hereunder, and Custodian may dispose of such income as directed by Bank without approval of City.

13. **Trust Receipts and Monthly Collateral Reports.** Bank shall promptly forward to City copies of safekeeping or trust receipts covering all such collateral held for Bank, including substitute collateral as provided for herein. A monthly collateral report from Custodian will be provided to City.

14. **Withdrawal of Collateral.** If at any time the collateral in the hands of Custodian shall have a market value in excess of one hundred two percent (102%) of the balances due City by Bank, City shall authorize the withdrawal of a specific amount of collateral. Custodian shall deliver this amount of collateral (and no more) to Bank, taking its receipt therefore, and Custodian shall have no further liability for collateral so redelivered to Bank.

15. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

16. **Release of Collateral.** When the relationship of City and Bank shall have ceased to exist between City and Bank, and when Bank shall have properly paid out all deposits of City, it shall be the duty of City to give Custodian notice to that effect; whereupon Custodian shall, with the approval of City, redeliver to Bank all collateral then in its possession belonging to Bank, taking its receipt therefore. An order in writing to Custodian by City and a receipt for such collateral by Bank shall be a full and final release of Custodian of all duties and obligations undertaken by it by virtue of these presents.

17. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Dallas County will be the venue for any lawsuit arising out of this Agreement.

18. **Notices.** Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Agreement shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

Bank: Anita K. Collins, Market President
American National Bank
5430 State Highway 78
Sachse, TX 75048
214.763.5930

City: Jeri Rainey, Finance Director
City of Sachse
5560 State Highway 78
Sachse, TX 75048
469.429.4760

Changes to notice information may be made by either party with written notification to the other party.

19. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties, shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable

provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.

20. **Binding Commitment.** Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Texas Government Code and Texas Local Government Code, such that all funds deposited with it as depository shall be faithfully kept by it and accounted for according to law.

21. **Continuation.** Unless this Agreement is terminated sooner, Bank's designation as the City Depository will remain continuously in effect until September 30, 2012.

IN WITNESS Whereof, the duly authorized officers of the parties have this day executed this Agreement:

AMERICAN NATIONAL BANK

BY: _____
NAME: _____
TITLE: _____
Date: _____

CITY OF SACHSE

BY: _____
NAME: _____
TITLE: _____
Date: _____

APPROVED AS TO FORM

CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING AN EXTENSION OF THE BANK DEPOSITORY SERVICE AGREEMENT BETWEEN THE CITY AND AMERICAN NATIONAL BANK FOR A PERIOD OF ONE YEAR FROM OCTOBER 1, 2014, AND CONTINUING THROUGH SEPTEMBER 30, 2015; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, THE City Of Sachse and American National Bank entered into a Bank Depository Agreement (the “Agreement”) that would have expired on September 30, 2012; and

WHEREAS, under the terms of the Agreement set forth in paragraph 1, “Designation of Depository,” the City has the option to renew the Agreement for three one-year extensions under the same terms and conditions; and

WHEREAS, the City Council of the City of Sachse did exercise the option to renew the Agreement for one year, beginning October 1, 2012; and

WHEREAS, the City Council of the City of Sachse did exercise the option to renew the Agreement for a second year, beginning October 1, 2013; 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 Agreement shall be extended for an additional year, from October 1, 2014, and continuing through September 30, 2015, under the same terms and conditions.

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

SECTION 1. The City Manager shall have the authority to sign the necessary documents extending the Agreement, attached hereto as Exhibit “A,” for a period of one year, from October 1, 2014, and continuing through September 30, 2015, under the same terms and conditions as set forth in the Agreement.

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 _____, 2014.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary



Legislation Details (With Text)

File #: 14-2145 **Version:** 1 **Name:** Employee Recognition.4 7 2014
Type: Agenda Item **Status:** Agenda Ready
File created: 4/2/2014 **In control:** City Council
On agenda: 4/7/2014 **Final action:**
Title: Employee Recognition.
Executive Summary
The City Council recognizes employee achievements.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title
Employee Recognition.

Executive Summary
The City Council recognizes employee achievements.

Background

Denise Vice- Project Coordinator

Denise Vice has been with the City of Sachse since December, 1998. She was hired as the City Manager's Secretary, and promoted to Projects Coordinator the following year.

Denise has played a key role in many activities that touch the lives of Sachse's citizens. Some of those activities have included:

- The annual Red, White and Blue Blast
- The Annual Christmas Parade and Christmas Tree Lighting
- Assisting the Chamber Chamber of Commerce with the annual Fall Fest
- Production of the City's bi-monthly newsletter
- Updating the City's website
- Broadcasting City Council meetings for local cable access

Denise recently began working today for the City of McKinney as their Assistant City Secretary. We appreciate her service to Sachse and we all wish her the best.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Mayor Felix make the quarterly Employee Recognition awards.



Legislation Details (With Text)

File #:	14-2099	Version:	1	Name:	TMLDA Award 2013
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	3/14/2014	In control:		In control:	City Council
On agenda:	4/7/2014	Final action:		Final action:	
Title:	Presentation of Texas Municipal Library Directors Association 2013 Achievement of Excellence Award to the Sachse Public Library.				

Executive Summary

The "Achievement of Excellence of Libraries Award" is selected every year by the Texas Municipal Library Directors Association (TMLDA) members. The Sachse Public Library has received this prestigious award for the eighth year.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Presentation of Texas Municipal Library Directors Association 2013 Achievement of Excellence Award to the Sachse Public Library.

Executive Summary

The "Achievement of Excellence of Libraries Award" is selected every year by the Texas Municipal Library Directors Association (TMLDA) members. The Sachse Public Library has received this prestigious award for the eighth year.

Background

The "Achievement of Excellence in Libraries Award" is selected annually by a committee of members from the Texas Municipal Library Directors Association. The winning libraries must demonstrate excellence in all of the following categories: conduct a Summer Reading Program, provide services to underserved populations, provide enhanced service to the public during the past year, provide current marketing materials, develop a set of policies and procedures for the library which have been reviewed and updated within the last five years, provide cultural, topical and educational programming for adults and families, provide literacy support for all ages, invest in collaborative efforts, establish staff training, and provide a web presence.

Policy Considerations

N/A

Budgetary Considerations
N/A

Staff Recommendations
No action necessary.



Legislation Details (With Text)

File #: 14-2098 **Version:** 1 **Name:** National Library Week Proclamation 2014
Type: Agenda Item **Status:** Agenda Ready
File created: 3/14/2014 **In control:** City Council
On agenda: 4/7/2014 **Final action:**
Title: Proclamation recognizing April 13 to 19, 2014 as National Library Week for the Sachse Public Library.

Executive Summary

Libraries have historically served as our nation's great equalizers of knowledge. The strength of libraries has always been the diversity of their collections and commitment to serving all people. This National Library Week, join our nation's libraries and librarians by celebrating the place where we all belong.

Sponsors:

Indexes:

Code sections:

Attachments: [Proc. Library week.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Proclamation recognizing April 13 to 19, 2014 as National Library Week for the Sachse Public Library.

Executive Summary

Libraries have historically served as our nation's great equalizers of knowledge. The strength of libraries has always been the diversity of their collections and commitment to serving all people. This National Library Week, join our nation's libraries and librarians by celebrating the place where we all belong.

Background

First sponsored in 1958, National Library Week is a national observance sponsored by the American Library Association (ALA) and libraries across the country each April.

The Sachse Public Library will offer an Amnesty week during National Library Week. The Library will be offering an amnesty week during National Library Week. Staff will be waiving fines if patrons bring in a donation for the local animal shelter. This is only for patrons who have returned their materials. If you still have outstanding materials on your account, please bring them in. Fines will be waived at \$5.00 per donation for the animal shelter.

Policy Considerations

N/A

Budgetary Considerations

N/A

Staff Recommendations

No action on this item. Mayor Felix will present the proclamation recognizing April 13 - 19, 2014, as National Library Week.

PROCLAMATION

WHEREAS, libraries have historically served as our nation's great equalizers of knowledge by providing free access to all; and

WHEREAS, libraries work to meet the changing needs of their users, including building collections, expanding outreach services and increasing programming; and

WHEREAS, our nation's libraries provide a forum for diverse ideas and points of view that help us better understand each other and ourselves; and

WHEREAS, librarians are trained professionals, helping people of all ages and backgrounds find and interpret the information they need to live, learn and work in a challenging economy; and

WHEREAS, librarians design and offer programs to meet their community's economic needs, providing residents with resume writing classes, interviewing workshops and job seeking resources; and

WHEREAS, libraries are part of the American dream, places for education, opportunity and lifelong learning; and

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

NOW, THEREFORE, by the powers vested in me as Mayor of the great City of Sachse, Texas: I **DO HEREBY PROCLAIM**

April 13-19, 2014 as LIBRARY WEEK IN SACHSE

and encourage all residents to visit the library this week to take advantage of the wonderful library resources available @ your library. You belong @ your library.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 7th day of April, 2014.



Mike J. Felix
Mayor



Legislation Details (With Text)

File #:	14-2100	Version:	1	Name:	Library Staff Briefing 2014
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	4/4/2014	In control:		In control:	City Council
On agenda:	4/7/2014	Final action:		Final action:	
Title:	Staff Briefing: Library Department Update				
	Executive Summary Library Manager will update Council on Library activities.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2014 Library Presentation.pdf				

Date	Ver.	Action By	Action	Result
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Title
Staff Briefing: Library Department Update

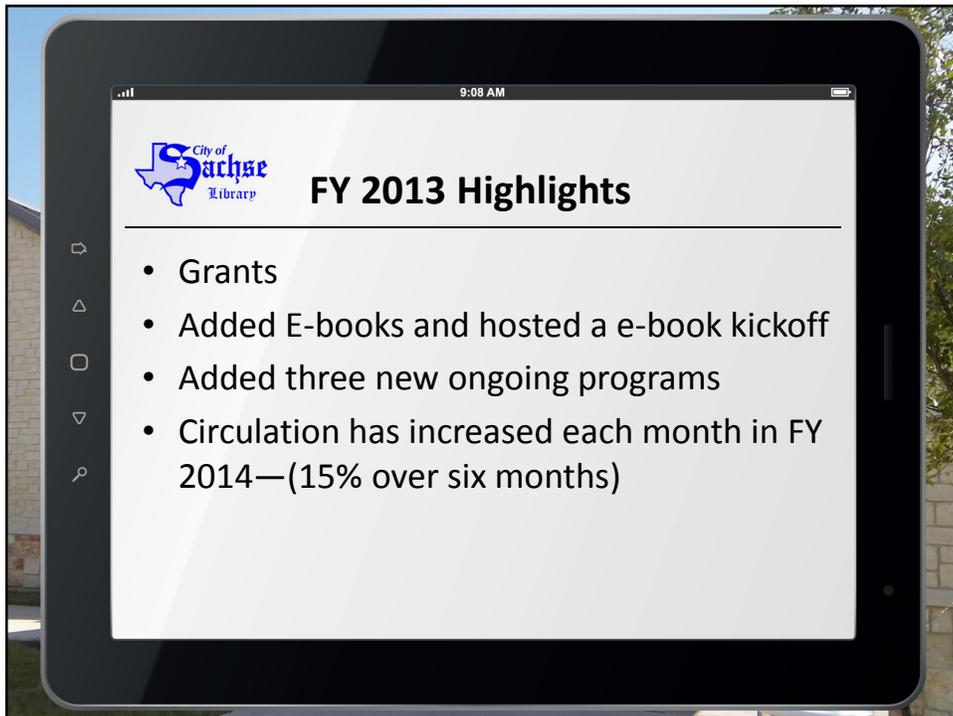
Executive Summary
Library Manager will update Council on Library activities.

Background
Library Manager, Mignon Morse, will present an update on library statistics and programs.

Policy Considerations
N/A

Budgetary Considerations
N/A

Staff Recommendations
No action is required for this item.





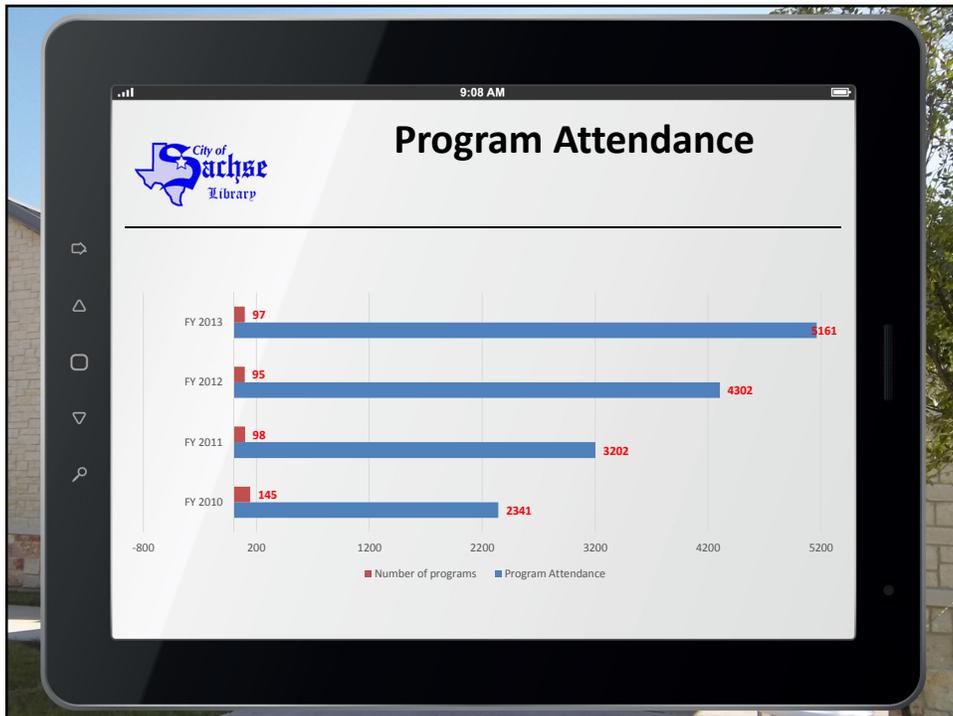
The image shows a tablet displaying a presentation slide. At the top left is the City of Sachse Library logo. The title 'E-Books' is centered at the top. Below the title is a table with three rows of data.

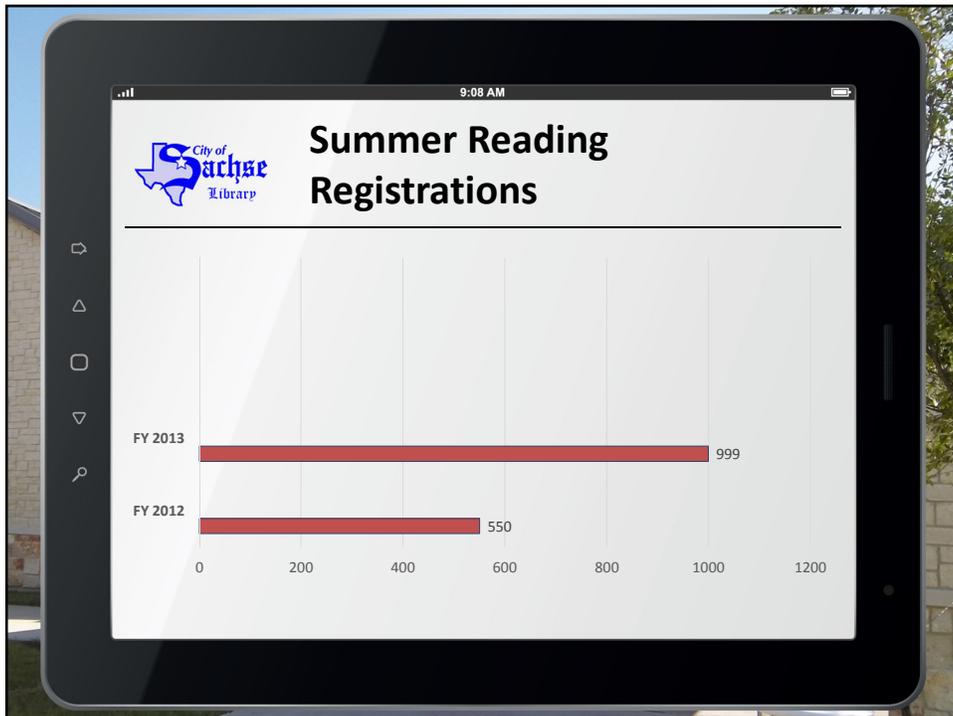
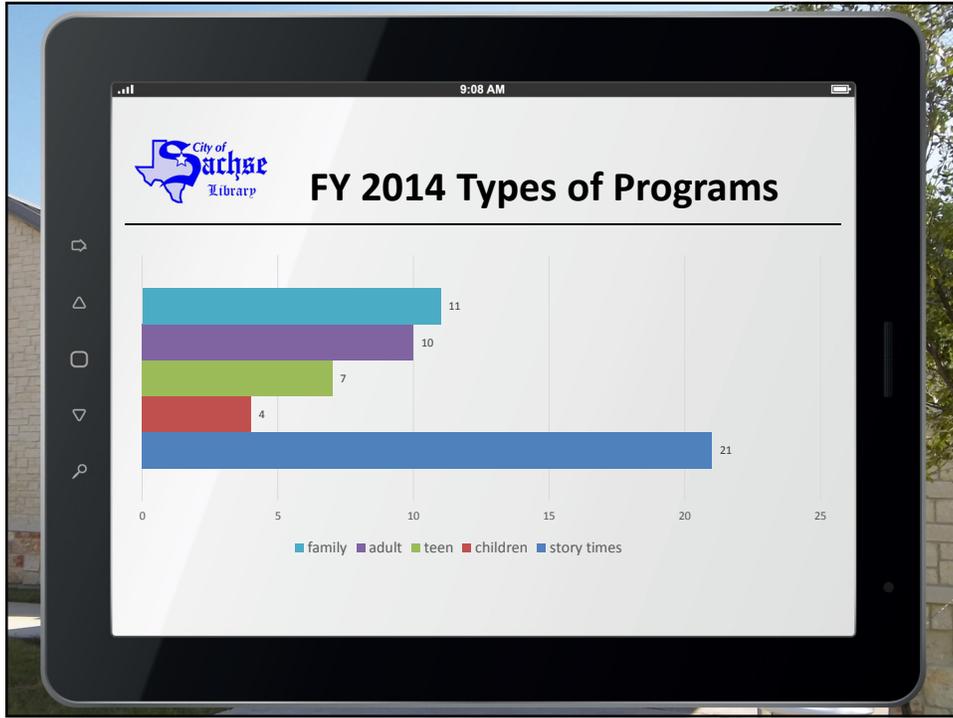
PATRON REGISTRATIONS	206
CHECKOUTS	840
COLLECTION SIZE	446

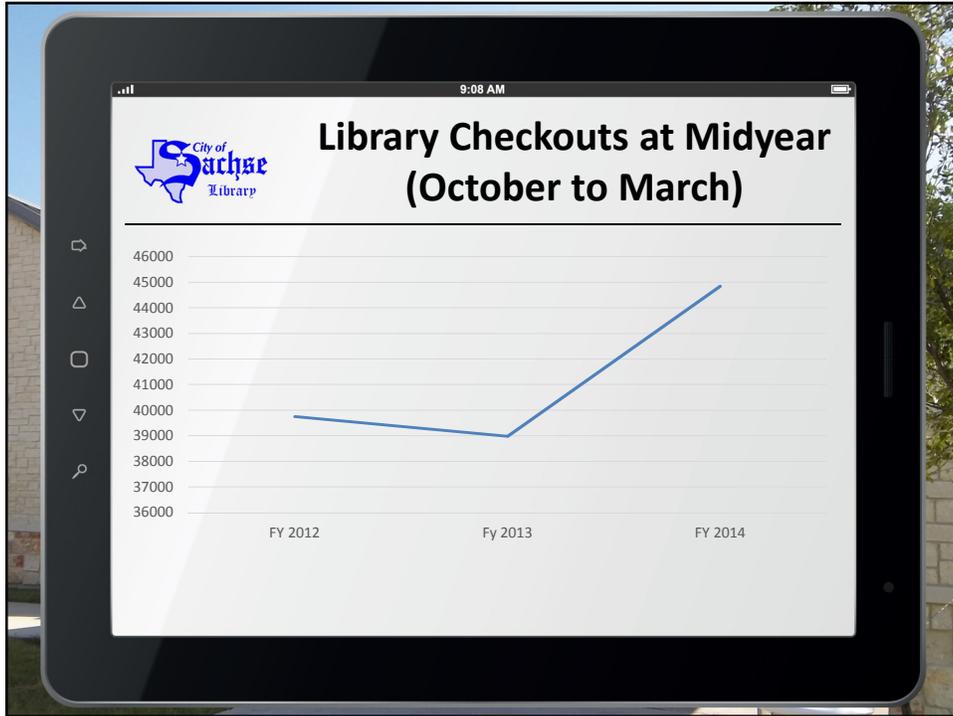
City of Sachse Library

New Programs for 2014 Thanks to our volunteers

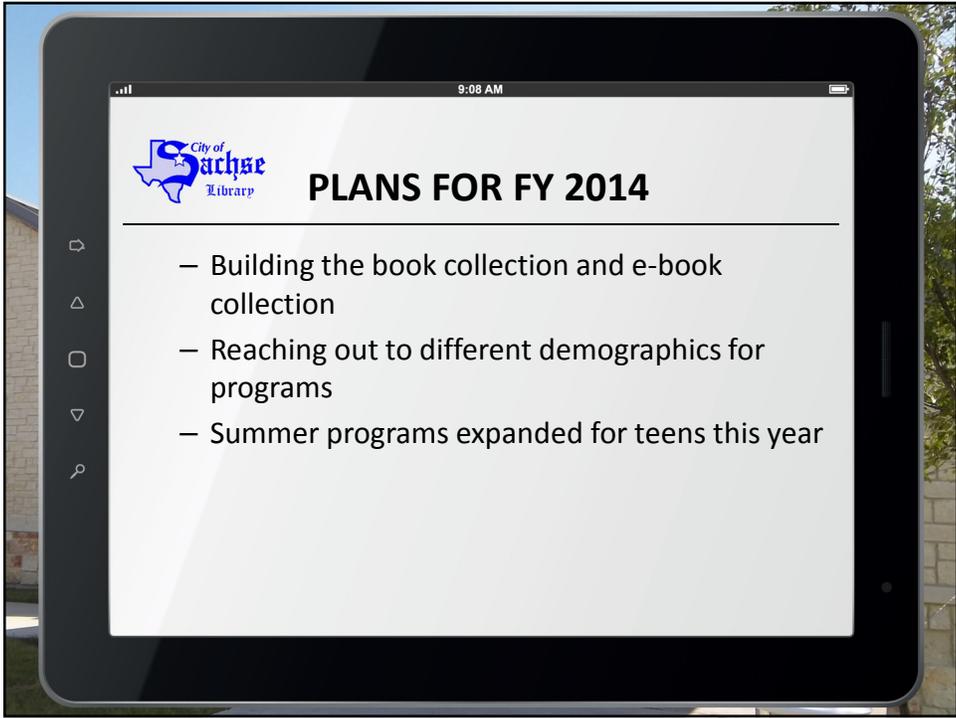
- Teen Club
 - Grades 6 to 12
 - Average of 10 each month
 - Started Last October
- Writer's Club
 - Open to all ages
 - Primarily Adults
 - Started last October
- Pajama Story time led by staff once a month







-
- Poetry Contest in April
 - Mini Comic Convention on May 5 for all ages— children, teens, and adults
 - Summer Reading Club
 - Kickoff is June 7th from 10 to 12
 - Adding programs for teens and adults this year
 - 2012 registrations 550
 - 2013 registrations 999





Legislation Details (With Text)

File #: 14-2105 **Version:** 1 **Name:** Administer Oath of Office to to newly appointed TIF Board Members

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

File created: 3/24/2014 **In control:** City Council

On agenda: 4/7/2014 **Final action:**

Title: Administer Oath of Office to to newly appointed TIF Board Members.

Executive Summary
Mayor Felix will administer the Oath of Office to newly appointed TIF Board Members 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 to newly appointed TIF Board Members.

Executive Summary
Mayor Felix will administer the Oath of Office to newly appointed TIF Board Members appointed at the last regular meeting.

Background
At the March 17, 2014 meeting, the Council appointed Frank Millsap, Troy Riner and Robert Corbin to the TIF Board. Tonight, these members will receive the Oath of Office, to enable each 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 to Frank Millsap, Troy Riner and Robert Corbin on the TIF 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)

File #:	14-2121	Version:	1	Name:	Discuss updates to the Water Conservation Plan and the Water Resource Management Plan
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	4/1/2014	In control:		In control:	City Council
On agenda:	4/7/2014	Final action:		Final action:	
Title:	Discuss proposed updates to the Water Conservation Plan and the Water Resource Management Plan.				
	<p>Executive Summary</p> <p>North Texas Municipal Water District (NTMWD) has requested that member and customer cities update their Water Conservation Plan and Water Resource Management Plan per TCEQ guidelines. This update is required and occurs every 5 years.</p>				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2014 Water Conservation Plan Presentation PDF 2014 Water Resource Management Plan Presentation PDF Exhibit A Draft 2014 Water Conservation Plan PDF Exhibit B Draft 2014 Water Resource and Emergency Management Plan PDF Exhibit A-2 2014 Draft Water Conservation Plan Appendix PDF Exhibit B-2 Draft 2014 Water Resource and Emergency Management Plan Appendix PDF				

Date	Ver.	Action By	Action	Result
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Title

Discuss proposed updates to the Water Conservation Plan and the Water Resource Management Plan.

Executive Summary

North Texas Municipal Water District (NTMWD) has requested that member and customer cities update their Water Conservation Plan and Water Resource Management Plan per TCEQ guidelines. This update is required and occurs every 5 years.

Background

The City of Sachse is a customer city of the North Texas Municipal Water District and promotes the responsible use of water and to enforce the conservation of water. The Water Conservation Plan and the Water Resource Management Plan are updated every 5 years as required by the Texas Commission on Environmental Quality (TCEQ). The draft Water Conservation Plan is attached as Exhibit A. The draft Water Resource Management Plan is attached as Exhibit B.

The objectives of the Water Conservation Plan are:

- Reduce the loss and waste of water
- Improve efficiency in the use of water
- Encourage efficient outdoor water use
- Extend the life of current water supplies

The objectives of the Water Resource Management Plan are:

- Conserve the available water supply in times of drought and emergency
- Maintain supplies for domestic water use, sanitation, and fire protection
- Protect and preserve public health, welfare, and public safety
- Minimize the adverse impacts of water supply shortages and emergency water supply conditions

NTMWD provides member and customer cities with a model plan for both the Water Conservation Plan and the Water Resource Management Plan. The model plans are used by cities to develop their own individual plans. Staff has prepared the city-specific versions of the Water Conservation Plan and the Water Resource Management Plan for City Council to review and discuss.

Policy Considerations

City Council approved the previous updates to the Water Conservation Plan and Water Resource Management Plan in 2009. Staff will receive feedback from the City Council on the 2014 updates to the Water Conservation Plan and the Water Resource Management Plan and will bring the final plans to City Council for adoption at a future public meeting.

Budgetary Considerations

None.

Staff Recommendations

None.

Water Conservation Plan Update



Introduction

- In recent years, the increasing population and economic development of North Central Texas have led to growing demands for water supplies
- Recent drought conditions have highlighted the importance of water conservation and efficient use of our existing supplies to make them last as long as possible.

- The Texas Commission on Environmental Quality has developed guidelines and requirements for water conservation and drought contingency plans for public water suppliers
- Plans must be reviewed and updated every 5 years

Water Conservation Plan Objectives

- To reduce the loss and waste of water
- To improve efficiency in the use of water
- Encourage efficient outdoor water use
- To extend the life of current water supplies by reducing the rate of growth in demand

Water Conservation Plan Goals

- Maintain per capita water use below 142 gpcd by 2019 and below 137 gpcd by 2024
- Maintain water loss percentage in the system below 12% annually
- Maintain universal metering and meter replacement and or repairs
- Increase efficient water usage
- Decrease waste in lawn irrigation

gpcd- gallons per capita per day = total gallons purchased ÷ population ÷ 365

Public Education

- Utilize “Water IQ: Know your Water” and other NTMWD public education materials
- Water bill inserts
- Provide Water Conservation brochures at City Hall, Library, etc.
- Make information available at www.cityofsachse.com

Water Rates

The City of Sachse's water rates encourage water conservation and discourage excessive use and waste of water

Tier	Water Usage(gallons)	Fee (per 1,000 gallons)
1:	0-10,000	\$2.96
2:	10,001-15,000	\$3.69
3:	15,001-20,000	\$4.44
4:	20,001-30,000	\$5.18
5:	30,001 and up	\$5.92

Water My Yard Program

NTMWD has developed the Water My Yard program to install weather stations throughout its service area to provide consumers with a weekly e-mail and information through the Water My Yard website in determining an adequate amount of supplemental water that is needed to maintain healthy grass in specific locations.

Landscape Water Management

The following landscape measures are required by the NTMWD for member and customer cities Water Conservation Plans and are in effect on a permanent basis unless water resources management stages are declared:

- Limit landscape watering with sprinklers and irrigation to twice a week from April 1 - October 31 (additional watering may be provided by hand-held hose with shutoff nozzle, dedicated irrigation drip zones, and/or soaker hose provided no runoff occurs)

- Limit landscape watering with sprinklers and irrigation to no more than one day per week from November 1- March 31
- Prohibit lawn irrigation watering from 10 AM to 6 PM from April 1- October 31
- Prohibit use of irrigation that water impervious surfaces (wind driven water will be taken into consideration)
- Prohibit outdoor watering during precipitation or freeze events

- Prohibit use of poorly maintained sprinkler systems that waste water
- Prohibit excess water runoff or other obvious waste
- Require rain and freeze sensors and/or ET (evapotranspiration) on all new irrigation systems
- Prohibit overseeding, sodding, sprigging, broadcasting or plugging with cool season grasses (rye, fescue, etc.) except for golf courses and athletic fields

- Require irrigation systems be inspected at the same time as initial backflow preventer inspection
- Require all new irrigation systems be in compliance with state design and installation regulations
- Require evaluation of irrigation systems on a periodic basis
- Prohibit the use of potable water to fill or refill residential, amenity, and any other natural or manmade pond (any still body of water with a surface area of 500 square feet or more)

- Non-commercial car washing can be done only when using a water hose with a shut-off nozzle
- Restaurants, bars, and other commercial food or beverage establishments may not provide drinking water to customers unless a specific request is made by the customer

Additional Water Conservation Measures

NTMWD urges its member and customer cities to include the following additional water conservation measures in their Water Conservation Plans (not required)

- Retrofit all existing irrigation systems with rain and freeze sensors and/or ET or smart controllers
- Require all new athletic fields be irrigated by a separate irrigation system from surrounding area

- Landscape Ordinance that encourages native, drought tolerant or adaptive plants, drip irrigation systems, and ET/Smart controllers that allow sprinkler systems to irrigate when necessary (The City of Sachse has a landscape ordinance that meets these requirements)
- Offer water audits to customers
- Establish a rebate program for low flow toilet replacement, rain/freeze sensors and/or ET smart controllers, low flow shower heads, rain barrels, pool covers, etc.

NTMWD Model Water Conservation Plan Adoption

The North Texas Municipal Water District has provided a Model Water Conservation Plan intended as a guide for each of the member and customer cities to use as they develop their own Water Conservation Plans.

After adoption, copies of the Water Conservation Plan must be submitted to TCEQ, NTMWD, and TWDB by May 1, 2014

Water Resource Management Plan Update



NTMWD Model Plan

The North Texas Municipal Water District has provided a Model Water Resource and Emergency Management Plan intended as a guide for each of the member and customer cities to use as they develop their own plans.

After adoption, copies of the Water Resource and Emergency Management Plan must be submitted to TCEQ, NTMWD, and TWDB by May 1, 2014

Objectives

- To conserve the available water supply in times of drought and emergency
- To maintain supplies for domestic water use, sanitation, and fire protection
- To protect and preserve public health, welfare, and safety
- To minimize the adverse impacts of water supply shortages and emergency water supply conditions

Initiation of Water Resource and Emergency Management Stages

- The City Manager, Mayor , or official designee may order the implementation of a water resource management stage when one or more of the trigger conditions for that stage is met
- Water Resource and Emergency Management Plan stages imposed by NTMWD action must be initiated by member and customer cities
- The public will be notified through local media, website, newsletter, etc.

Termination of Water Resource and Emergency Management Stages

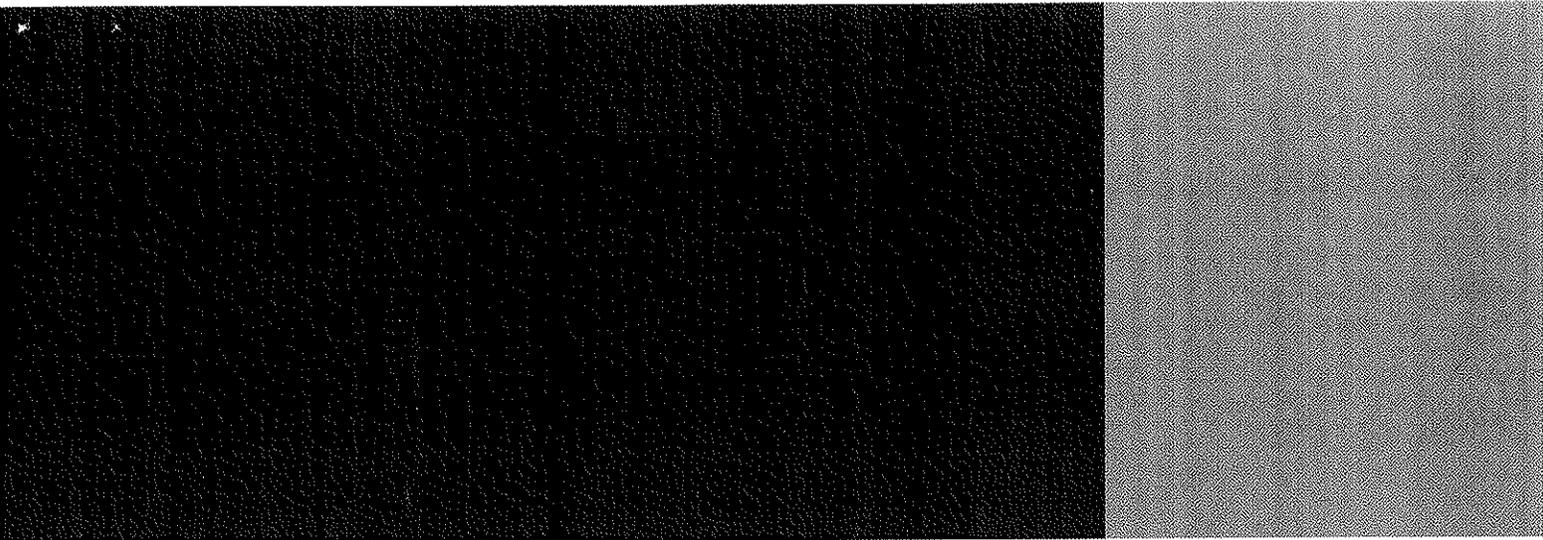
- The City manager, Mayor, or official designee may order the termination of a water resource management stage when the conditions for termination are met or at their discretion
- Public will be notified through local media, website, newsletter, etc.

Major differences

- Current plan has 4 stages
- Updated plan has only 3 stages
- Stage 1 of updated plan is similar to Stage 2 of current plan
- Stage 3 of updated plan is similar to stage 4 of current plan (no landscape watering except foundations and trees may be watered 2 hours one day per week with hand-held hose, dedicated zone using drip irrigation and /or soaker hose)

Current Restrictions

The current plan, adopted in 2009, will continue to apply until such time that the drought contingency or water emergency response stage currently in effect under the current plan terminates and a less restrictive stage is applicable. At such time, the updated plan will take effect, replacing the plan adopted in 2009, and the appropriate water resource management stage as provided shall be initiated.



**WATER CONSERVATION PLAN
CITY OF SACHSE**

APRIL 2014

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1. INTRODUCTION AND OBJECTIVES

Water supply has always been a key issue in the development of Texas. In recent years, the increasing population and economic development of North Central Texas have led to growing demands for water supplies. At the same time, local and less expensive sources of water supply are largely already developed. Additional supplies to meet future demands will be expensive and difficult to secure. Severe drought conditions in recent years have highlighted the importance of efficient use of our existing supplies to make them last as long as possible. This will delay the need for new supplies, minimize the environmental impacts associated with developing new supplies, and delay the high cost of additional water supply development.

Recognizing the need for efficient use of existing water supplies, the Texas Commission on Environmental Quality (TCEQ) has developed guidelines and requirements governing the development of water conservation and drought contingency plans for wholesale water suppliers². The TCEQ guidelines and requirements for wholesale suppliers are included in Appendix B. The North Texas Municipal Water District (NTMWD) has developed this water conservation plan pursuant to TCEQ guidelines and requirements. The best management practices established by the Water Conservation Implementation Task Force³ were also considered in the development of the water conservation measures.

This water conservation plan includes measures that are intended to result in ongoing, long-term water savings. This plan replaces the previous plans dated August 2004, April 2006 and March 2008⁴.

The objectives of this water conservation plan are as follows:

- To reduce water consumption from the levels that would prevail without conservation efforts.
- To reduce the loss and waste of water.
- To improve efficiency in the use of water.
- Encourage efficient outdoor water use.
- To document the level of recycling and reuse in the water supply.
- To extend the life of current water supplies by reducing the rate of growth in demand.

In order to adopt this plan, The City of Sachse will need to do the following:

- Complete the water utility profile (provided in Appendix C).
- Complete the annual water conservation implementation report (in Appendix J).
- Set five-year and ten-year goals for per capita water use.
- Adopt an ordinance approving the plan.

The final adopted version of this plan will be provided to NTMWD, as well as TCEQ. This plan includes all of the elements required by TCEQ. Some elements of this plan go beyond TCEQ requirements.

¹ Superscripted numbers match references listed in Appendix A.

2. DEFINITIONS

1. ATHLETIC FIELD means a public sports competition field, the essential feature of which is turf grass, used primarily for organized sports practice, competition or exhibition events for schools, professional sports, or sanctioned league play.
2. COOL SEASON GRASSES are varieties of turf grass that grow best in cool climates primarily in northern and central regions of the U.S. Cool season grasses include perennial and annual rye grass, Kentucky blue grass and fescues.
3. CUSTOMERS include those entities to whom NTMWD provides water on a customer basis that are not members of NTMWD.
4. EVAPOTRANSPIRATION abbreviated as ET represents the amount of water lost from plant material to evaporation and transpiration. The amount of ET can be estimated based on the temperature, wind, and relative humidity.
5. ET/SMART CONTROLLERS are irrigation controllers that adjust their schedule and run times based on weather (ET) data. These controllers are designed to replace the amount of water lost to evapotranspiration.
6. EXECUTIVE DIRECTOR means the Executive Director of the North Texas Municipal Water District and includes a person the Director has designated to administer or perform any task, duty, function, role, or action related to this plan or on behalf of the Executive Director.
7. INSTITUTIONAL USE means the use of water by an establishment dedicated to public service, such as a school, university, church, hospital, nursing home, prison or government facility. All facilities dedicated to public service are considered institutional regardless of ownership.
8. MEMBER CITIES include the cities of Allen, Farmersville, Forney, Frisco, Garland, McKinney, Mesquite, Plano, Princeton, Richardson, Rockwall, Royce City, and Wylie, Texas.
9. MULTI-FAMILY PROPERTY means a property containing five or more dwelling units.

10. MUNICIPAL USE means the use of potable water provided by a public water supplier as well as the use of treated wastewater effluent for residential, commercial, industrial, agricultural, institutional, and wholesale uses.
11. RECLAIMED WATER means reclaimed municipal wastewater that has been treated to a quality that meets or exceeds the minimum standards of the 30 Texas Administrative Code, Chapter 210 and is used for lawn irrigation, industry, or other non-potable purposes.
12. REGULATED IRRIGATION PROPERTY means any property that uses 1 million gallons of water or more for irrigation purposes in a single calendar year or is greater than 1 acre in size.
13. RESIDENTIAL GALLONS PER CAPITA PER DAY (Residential GPCD) the total gallons sold for residential use by a public water supplier divided by the residential population served and then divided by the number of days in the year.
14. TOTAL GALLONS PER CAPITA PER DAY (Total GPCD) The total amount of water diverted and/or pumped for potable use divided by the total permanent population divided by the days of the year. Diversion volumes of reuse as defined in TAC 288.1 shall be credited against total diversion volumes for the purposes of calculating GPCD for targets and goals.
15. WATER CONSERVATION PLAN means this water conservation plan approved and adopted by the NTMWD Board of Directors in 2014

3. REGULATORY BASIS FOR WATER CONSERVATION PLAN

3.1 TCEQ Rules Governing Conservation Plans

The TCEQ rules governing development of water conservation plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code, which is included in Appendix B. For the purpose of these rules, a water conservation plan is defined as “A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water².” The elements in the TCEQ water conservation rules covered in this conservation plan are listed below.

Minimum Conservation Plan Requirements

The minimum requirements in the Texas Administrative Code for Water Conservation Plans for Public Water Suppliers are covered in this report as follows:

- 288.2(a)(1)(A) – Utility Profile – Section 4 and Appendix C
- 288.2(a)(1)(B) – Specification of Goals – Section 5
- 288.2(a)(1)(C) – Specific, Quantified Goals – Section 5
- 288.2(a)(1)(D) – Accurate Metering – Section 6.1.1
- 288.2(a)(1)(E) – Universal Metering – Section 6.1.2
- 288.2(a)(1)(F) – Determination and Control of Water Loss – Section 6.1.3
- 288.2(a)(1)(G) – Public Education and Information Program – Section 6.2
- 288.2(a)(1)(H) – Non-Promotional Water Rate Structure – Section 7.1
- 288.2(a)(1)(I) – Reservoir System Operation Plan – Section 6.3
- 288.2(a)(1)(J) – Means of Implementation and Enforcement – Section 8
- 288.2(a)(1)(K) – Coordination with Regional Water Planning Group – Section 6.4 and Appendix F
- 288.2(c) – Review and Update of Plan – Section 9

Conservation Additional Requirements (Population over 5,000)

- The Texas Administrative Code includes additional requirements for water conservation plans for drinking water supplies serving a population over 5,000
- 288.2(a)(2)(A) – Leak Detection, Repair, and Water Loss Accounting – Sections 6.1.4
- 288.2(a)(2)(B) – Record Management System – Section 6.1.5
- 288.2(a)(2)(C) – Requirement for Water Conservation Plans by Wholesale Customers – Section 6.6

Additional Conservation Strategies

The TCEQ requires that a water conservation implementation report be completed and submitted on an annual basis. The template for this report is included in Appendix H.

In addition to the TCEQ required water conservation strategies, the NTMWD also requires the following strategy to be included in the Member City and Customer plans:

- 288.2(a)(3)(F) – Considerations for Landscape Water Management Regulations – Section 7.5 and Appendix E

TCEQ rules also include optional, but not required, conservation may be adopted by suppliers. The NTMWD recommends that the following strategies be included in the Member City and Customer water conservation plans:

- 288.2(a)(3)(A) – Conservation Oriented Water Rates – Section 7.1
- 288.2(a)(3)(B) – Ordinances, Plumbing Codes or Rules on Water-Conserving Fixtures – Section 7.2
- 288.2(a)(3)(C) – Replacement or Retrofit of Water-Conserving Plumbing Fixtures – Section 7.6
- 288.2(a)(3)(D) – Reuse and Recycling of Wastewater – Section 7.3
- 288.2(a)(3)(F) – Considerations for Landscape Water Management Regulations – Section 7.4, 7.5 and Appendix E
- 288.2(a)(3)(G) – Monitoring Method – Section 7.7
- 288.2(a)(3)(H) – Additional Conservation Ordinance Provisions – Section 7.6

3.2 Guidance and Methodology for Reporting on Water Conservation and Water Use

In addition to TCEQ rules regarding water conservation, this plan also incorporates elements of the Guidance and Methodology for Reporting on Water Conservation and Water Use developed by TWDB and TCEQ, in consultation with the Water Conservation Advisory Council (the "Guidance"). The Guidance was developed in response to a charge by the 82nd Texas Legislature to develop water use and calculation methodology and guidance for preparation of water use reports and water conservation plans in accordance with TCEQ rules.

4. WATER UTILITY PROFILE

Appendix C to this water conservation plan is a water utility profile based on the format recommended by the TCEQ. In adopting this water conservation plan, the City of Sachse will provide a current water utility profile to NTMWD.

5. SPECIFICATION OF WATER CONSERVATION GOALS

TCEQ rules require the adoption of specific water conservation goals for a water conservation plan. As part of plan adoption, the City of Sachse must develop 5-year and 10-year goals for per capita municipal use. These goals should be submitted to NTMWD. The goals for this water conservation plan include the following:

- Maintain the total and residential per capita water use below the specified amount in gallons per capita per day in a dry year, as shown in the completed Table 5-1.
- Maintain the water loss percentage in the system below 12 percent annually in 2013 and subsequent years, as discussed in Section 6.1.3.
- Implement and maintain a program of universal metering and meter replacement and repair, as discussed in Section 6.1.2.
- Increase efficient water usage through a water conservation ordinance, order or resolution as discussed in Section 7.5 and Appendix E. (This ordinance is required by the NTMWD.)
- Decrease waste in lawn irrigation by implementation and enforcement of landscape water management regulations, as discussed in Section 7.6. (These landscape water management regulations are recommended but are not required.)
- Raise public awareness of water conservation and encourage responsible public behavior by a public education and information program, as discussed in Section 6.2.
- Develop a system specific strategy to conserve water during peak demands, thereby reducing the peak use.

Table 5-1 Five-Year and Ten-Year Per Capita Water Use Goals (gpcd)

Description	Current Average (gpcd)	5-Year Goal (gpcd)	10-Year Goal (gpcd)
Current 5-Year Average Total Per Capita Use with Credit for Reuse	148		
Current 5-Year Average Residential Per Capita Use	100		
Water Loss (GPCD) ¹	26	18	18
Water Loss (Percentage) ²	19	12	12
Expected Reduction due to Low-Flow Plumbing Fixtures		1	3
Projected Reduction Due to Elements in this Plan		5	8
Water Conservation Goals (with credit for reuse)		142	137

1. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365

2. Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

6. BASIC WATER CONSERVATION STRATEGIES

6.1 Metering, Water Use Records, Control of Water Loss, and Leak Detection and Repair

One of the key elements of water conservation is tracking water use and controlling losses through illegal diversions and leaks. It is important to carefully meter water use, detect and repair leaks in the distribution system and provide regular monitoring of real losses.

6.1.1 Accurate Metering of Treated Water Deliveries from NTMWD

Water deliveries from NTMWD are metered by NTMWD using meters with accuracy of $\pm 2\%$. These meters are calibrated on an annual basis by NTMWD to maintain the required accuracy.

6.1.2 Metering of Customer and Public Uses and Meter Testing, Repair, and Replacement

The provision of water to all customers, including public and governmental users, shall be metered. All customer meters should be replaced on a minimum of a 15-year cycle.

6.1.3 Determination and Control of Water Loss

Total water loss is the difference between water delivered to the City of Sachse from NTMWD and metered water sales to customers plus authorized for use but not sold. (Authorized for use but not sold would include use for fire fighting, releases for flushing of lines, uses associated with new construction, etc.) Total water loss includes three categories:

- Apparent Losses – including inaccuracies in customer meters. (Customer meters tend to run more slowly as they age and under-report actual use.) Losses due to illegal connections and theft. (Ordinance No. 468 addresses unlawful use of water) Accounts which are being used but have not yet been added to the billing system.
- Real Losses – includes physical losses from the system or mains, reported breaks and leaks, storage overflow.
- Unidentified Water Losses – (System Input - Total Authorized - Apparent Losses - Real Losses)

Measures to control water loss are part of the routine operations of the City of Sachse. Maintenance crews and personnel should look for and report evidence of leaks in the water distribution system. A leak detection and repair program is described in Section 6.1.4 below. Meter readers should watch for and report signs of illegal connections, so they can be quickly addressed.

Total water loss should be calculated in accordance with the provisions of Appendix H. With the measures described in this plan, the City of Sachse should maintain water loss percentage below 12 percent in 2013 and subsequent years. If total water loss exceeds this goal, the City of Sachse will implement a more intensive audit to determine the source(s) of and reduce the water loss. The annual conservation report described below is the primary tool that should be used to monitor water loss.

6.1.4 Leak Detection and Repair

As described above, city crews and personnel should look for and report evidence of leaks in the water distribution system. Areas of the water distribution system in which numerous leaks and line breaks occur should be targeted for replacement as funds are available.

6.1.5 Record Management System

As required by TAC Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2(a)(2)(B), a record management system should allow for the separation of water sales and uses into residential, commercial, public/institutional, and industrial categories. This information should be included in an annual water conservation report, as described in Section 7.7 below.

6.2 Continuing Public Education and Information Campaign

The continuing public education and information campaign on water conservation includes the following elements:

- Utilize the “Water IQ: Know Your Water” and other public education materials produced by the NTMWD.
- Insert water conservation information with water bills. Inserts will include material developed the City of Sachse staff and material obtained from the TWDB, the TCEQ, and other sources.

- Encourage local media coverage of water conservation issues and the importance of water conservation.
- Notify local organizations, schools, and civic groups that the City of Sachse staff and staff of the NTMWD are available to make presentations on the importance of water conservation and ways to save water.
- Promote the *Texas Smartscape* web site (www.txsmartscape.com) and provide water conservation brochures and other water conservation materials available to the public at City Hall, Library, and other public places.
- Make information on water conservation available on www.cityofsachse.com and include links to the “Water IQ: Know Your Water” website, *Texas Smartscape* website and to information on water conservation on the TWDB and TCEQ web sites and other resources.
- NTMWD is an EPA Water Sense Partner and participates in the EPA Water Sense sponsored “Fix a Leak Week.” NTMWD encourages all member cities and customers to become EPA Water Sense Partners.
- Utilize the Water My Yard website and encourage customers to sign-up to receive weekly watering advice.

6.3 NTMWD System Operation Plan

The City of Sachse purchases treated water from NTMWD. The City of Sachse does not have surface water supplies for which to implement a system operation plan. NTMWD operates multiple sources of water supply as a system. The operation of the reservoir system is intended to optimize the use of the District’s sources (within the constraints of existing water rights) while minimizing energy use cost for pumping, maintaining water quality, minimizing potential impacts on recreational users of the reservoirs and fish and wildlife.

6.4 Coordination with Regional Water Planning Group and NTMWD

Appendix F includes a letter sent to the Chair of the Region C and Region D water planning group with this water conservation plan. Each Member City and Customer will send a copy of their ordinance(s) or regulation(s) implementing the plan and their water utility profile to NTMWD. The adopted ordinance(s) or regulation(s) and the adopted water utility profile will be sent to the Chair of the appropriate Water Planning Group and to NTMWD.

6.5 Requirement for Water Conservation Plans by Wholesale Customers

Every contract for the wholesale sale of water by the City of Sachse that is entered into, renewed, or extended after the adoption of this water conservation plan will include a requirement that the wholesale customer and any wholesale customers of that wholesale customer develop and implement a water conservation plan meeting the requirements of Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code. The requirement will also extend to each successive wholesale customer in the resale of the water.

7. ENHANCED WATER CONSERVATION STRATEGIES

7.1 Water Rate Structure

The City of Sachse has an increasing block rate water structure that is intended to encourage water conservation and discourage excessive use and waste of water. The water rate structure is as follows:

Water Usage / Fees Meter Rates

- 5/8" meters - \$8.56 plus tier rate
- 1" meters - \$13.54 plus tier rate
- 1.5" meters - \$21.87 plus tier rate
- 2" meters - \$31.85 plus tier rate

Water Tiers

Tier	Water Usage (Gallons)	Fee (Per 1000 Gallons)
Tier 1	0 - 10,000	\$2.96
Tier 2	10,001 - 15,000	\$3.69
Tier 3	15,001 - 20,000	\$4.44
Tier 4	20,001 - 30,000	\$5.18
Tier 5	30,001 and up	\$5.92

7.2 Ordinances, Plumbing Codes, or Rules on Water-Conserving Fixtures

The state has required water-conserving fixtures in new construction and renovations since 1992. The state standards call for flows of no more than 2.5 gallons per minute (gpm) for faucets, 2.5 gpm for showerheads, and 1.6 gallons per flush for toilets. Similar standards are now required nationally under federal law. These state and federal standards assure that all new construction and renovations will use water-conserving fixtures. Rebate programs to encourage replacement of older fixtures with water conservation programs are discussed in Section 7.6.

7.3 Reuse and Recycling of Wastewater

The City of Sachse does not own and operate its own wastewater treatment plant. The City's wastewater is treated by the City of Garland. NTMWD currently has the largest wastewater reuse program in the state. NTMWD has water rights allowing reuse of up to 71,882 acre-feet per year of this treated wastewater through Lavon Lake for municipal purposes. In addition, NTMWD has also developed the East Fork Raw Water Supply Project which can divert up to 157,393 acre-feet per year based on treated wastewater discharges by the NTMWD. When fully developed, these two reuse projects will provide up to 44 percent of the NTMWD's currently permitted water supplies. NTMWD also provides treated effluent from its wastewater treatment plants available for direct reuse for landscape irrigation and industrial use.

7.4 Interactive Weather Stations / Water My Yard Program

NTMWD has developed the Water My Yard program to install weather stations throughout its service area to provide consumers with a weekly e-mail and information through the Water My Yard website in determining an adequate amount of supplemental water that is needed to maintain healthy grass in specific locations. This service represents the largest network of weather stations providing ET-based irrigation recommendations in the State of Texas, and provides the public advanced information regarding outdoor irrigation needs, thereby reducing water use. Through a series of selections on the type of irrigation system a consumer has, a weekly email is provided that will determine how long (in minutes) that an irrigation system needs to run based on the past seven days of weather. This recommendation provides the actual amount of supplemental water that is required for a healthy lawn based on research of

the Texas A&M Agrilife Extension Service and proven technologies. This innovative program has been available to those within the NTMWD service area since May 2013.

7.5 Compulsory Landscape and Water Management Measures

The following landscape water management measures are required by the NTMWD for this plan. These measures represent minimum measures to be implemented and enforced in order to irrigate the landscape appropriately, and are to remain in effect on a permanent basis unless water resource management stages are declared.

1. Landscape Water Management Measures

- Limit landscape watering with sprinklers or irrigation systems at each service address to no more than two days per week (April 1 – October 31), with education that less than twice per week is usually adequate. Additional watering of landscape may be provided by hand-held hose with shutoff nozzle, use of dedicated irrigation drip zones, and/or soaker hose provided no runoff occurs.
- Limit landscape watering with sprinklers or irrigation systems at each service address to no more than one day per week beginning November 1 and ending March 31 of each year, with education that less than once per week is usually adequate.
- Prohibit lawn irrigation watering from 10 AM to 6 PM (April 1 – October 31).
- Prohibit the use of irrigation systems that water impervious surfaces. (Wind driven water drift will be taken into consideration.)
- Prohibit outdoor watering during precipitation or freeze events.
- Prohibition of use of poorly maintained sprinkler systems that waste water.
- Prohibit excess water runoff or other obvious waste.
- Require rain and freeze sensors and/or ET or Smart controllers on all new irrigation systems. Rain and freeze sensors and/or ET or Smart controllers must be maintained to function properly.
- Prohibit overseeding, sodding, sprigging, broadcasting or plugging with cool season grasses or watering cool season grasses, except for golf courses and athletic fields.

- Require that irrigation systems be inspected at the same time as initial backflow preventer inspection.
- Requirement that all new irrigation systems be in compliance with state design and installation regulations (TAC Title 30, Part 1, Chapter 344).
- Require the owner of a regulated irrigation property to obtain an evaluation of any permanently installed irrigation system on a periodic basis. The irrigation evaluation shall be conducted by an licensed irrigator in the state of Texas and be submitted to your local water provider (i.e., city, water supply corporation).

2. Additional Water Management Measures

- Prohibit the use of potable water to fill or refill residential, amenity, and any other natural or manmade ponds. A pond is considered to be a still body of water with a surface area of 500 square feet or more.
- Non –commercial car washing can be done only when using a water hose with a shut-off nozzle.
- Hotels and motels shall offer a linen reuse water conservation option to customers.
- Restaurants, bars, and other commercial food or beverage establishments may not provide drinking water to customers unless a specific request is made by the customer for drinking water.

Appendix E is a summary of considerations for landscape water management regulations adopted as part of the development of this water conservation plan. These regulations are intended to minimize waste in landscape irrigation. Appendix E includes the required landscape water measures in this section.

7.6 Additional Water Conservation Measures (Not Required)

NTMWD also urges its Member Cities and Customers to consider including the following additional water conservation measures from the NTMWD Model Water Conservation Plan in their plans: Member Cities and Customers are responsible for developing regulations, ordinances, policies, or procedures for enforcement of water conservation guidelines.

1. Landscape Water Management Regulations

- Requirement that all existing irrigation systems be retrofitted with rain and freeze sensors and/or ET or Smart controllers capable of multiple programming. Rain and freeze sensors and/or ET or Smart controllers must be maintained to function properly.
- Requirement that all new athletic fields be irrigated by a separate irrigation system from surrounding areas.
- Implementation of other measures to encourage off-peak water use.

2. Landscape Ordinance

- Landscape ordinances are developed by cities to guide developers in landscaping requirements for the city. A sample landscape ordinance is provided in Appendix I and is intended as a guideline for adopting a landscape ordinance to promote water efficient landscape design.
- Native, drought tolerant or adaptive plants should be encouraged.
- Drip irrigation systems should be promoted.
- ET/Smart controllers that only allow sprinkler systems to irrigate when necessary should be promoted.

3. Water Audits

- Water audits are useful in finding ways in which water can be used more efficiently at a specific location. NTMWD recommends that Member Cities and Customers offer water audits to customers.

4. Rebates

- In addition to the conservation measures described above, the NTMWD also recommends the following water conservation incentive programs for consideration by Member Cities and Customers:
 - Low-flow toilet replacement and rebate programs,
 - Rebates for rain/freeze sensors and/or ET or Smart controllers,
 - Low-flow showerhead and sink aerators replacement programs or rebates,
 - Water efficient clothes washer rebates,
 - Pressure reducing valve installation programs or rebates,
 - Rain barrel rebates,
 - Pool covers,
 - On-demand hot water heater rebates, and/or
 - Other water conservation incentive programs.

7.7 Monitoring of Effectiveness and Efficiency - Annual Water Conservation Report

Appendix D is a form that shall be used in the development of an annual water conservation report by the City of Sachse. This form shall be completed by March 31 of the following year and used to monitor the effectiveness and efficiency of the water conservation program and to plan conservation-related activities for the next year. The form records the water use by category, per capita municipal use, and total water loss for the current year and compares them to historical values. As part of the development of Appendix D, the City of Sachse will complete the tracking tool by March 31 of the following year and submit them to NTWMD. The annual water conservation report shall be sent to NTMWD, which will monitor water conservation trends.

7.8 Water Conservation Implementation Report

Appendix H includes the TCEQ-required water conservation implementation report. The report is due to the TCEQ by May 1 of every year. This report lists the various water conservation strategies that have been implemented, including the date the strategy was implemented. The report also calls for the five-year and ten-year per capita water use goals from the previous

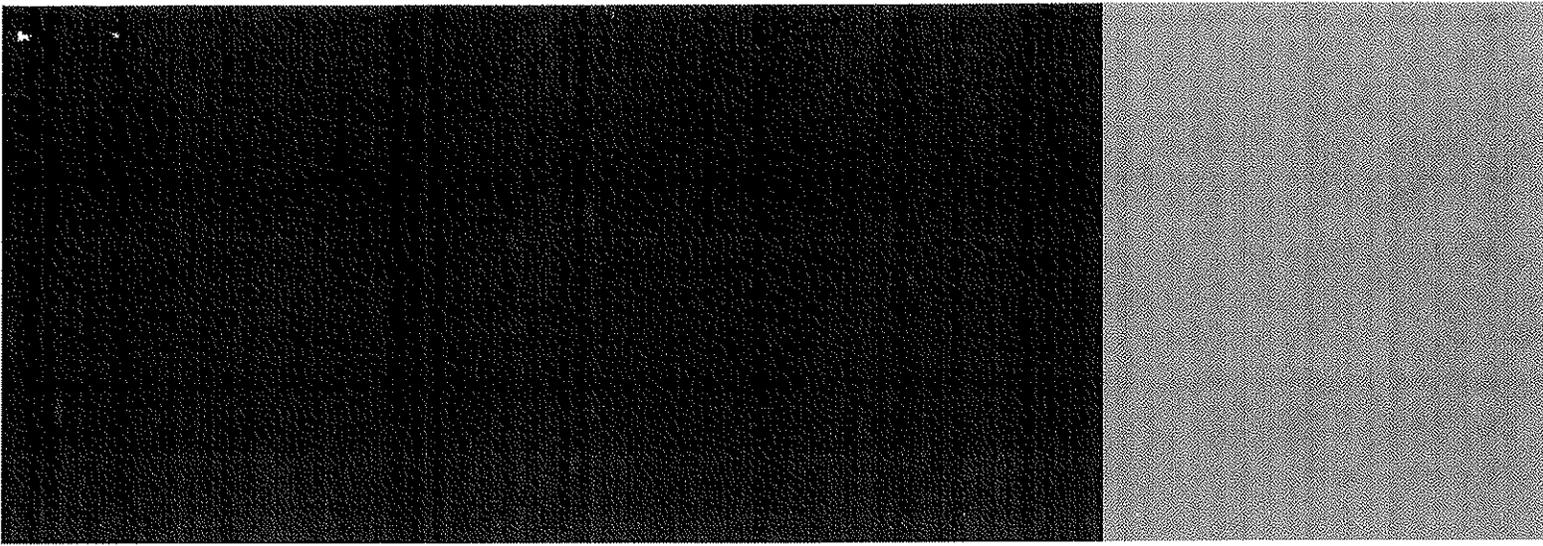
water conservation plan. The reporting entity must answer whether or not these goals have been met and if not, why not. The amount of water saved is also requested.

8. IMPLEMENTATION AND ENFORCEMENT OF THE WATER CONSERVATION PLAN

Appendix G contains a draft ordinance, order, or resolution which may be tailored to meet Member or Customer City needs and be adopted by the City Council or governing board regarding the model water conservation plan. The ordinance, order, or resolution designates responsible officials to implement and enforce the water conservation plan. Appendix E, the considerations for landscape water management regulations, also includes information about enforcement.

9. REVIEW AND UPDATE OF WATER CONSERVATION PLAN

TCEQ requires that the water conservation plans be updated prior to May 1, 2014. The plans are required to be updated every five years thereafter. The plan will be updated as required and as appropriate based on new or updated information.



**WATER RESOURCE AND EMERGENCY
MANAGEMENT PLAN
CITY OF SACHSE**

APRIL 2014

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APPENDICES

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APPENDIX B **Texas Commission on Environmental Quality Rules on Drought Contingency Plans**

 • Texas Administrative Code Title 30, Part 1, Chapter 288, Subchapter B, Rule §288.20 – Drought Contingency Plans for Municipal Uses by Public Water Suppliers

APPENDIX C **Letters to Region C and Region D Water Planning Groups**

APPENDIX D **Adoption of Water Resource and Emergency Management Plan**

 • Municipal Ordinance Adopting Water Resource and Emergency Management Plan

1. INTRODUCTION AND OBJECTIVES

This document has been prepared as a Model Water Resource and Emergency Management Plan, intended to be available for use by North Texas Municipal Water District (NTMWD) Member Cities and Customers as they develop their own plans. This model plan addresses all of the current TCEQ requirements for a drought contingency plan¹. This model plan will replace the plans dated August 2004, April 2006 and March 2008. The March 2008 model plan shall continue to apply until such time that the drought contingency or water emergency response stage currently in effect under the March 2008 model plan terminates and a less restrictive stage is applicable. At such time, this model plan shall take effect, replacing the March 2008 model plan, and the appropriate water resource management stage as provided in this model plan shall be initiated.

The measures included in this Model Water Resource and Emergency Management Plan are intended to provide short-term water savings during drought or emergency conditions. Water savings associated with ongoing, long-term strategies are discussed in the *Model Water Conservation Plan for North Texas Municipal Water District Member Cities and Customers*.²

The purpose of this model Water Resource and Emergency Management plan is as follows:

- To conserve the available water supply in times of drought and emergency
- To maintain supplies for domestic water use, sanitation, and fire protection
- To protect and preserve public health, welfare, and safety
- To minimize the adverse impacts of water supply shortages
- To minimize the adverse impacts of emergency water supply conditions.

The NTMWD supplies treated potable water to its Member Cities and Customers. This model plan was developed by NTMWD in consultation with its Member Cities and Customers. In order to adopt this model plan, each NTMWD Member City and Customer will need to adopt ordinance(s) or regulation(s) implementing the plan, including the determination of fines and enforcement procedures. The model plan calls for Member Cities and Customers to adopt water resource management stages initiated by NTMWD during a drought or water supply emergency. Member Cities and Customers may also adopt more stringent water resource management stages than NTMWD if conditions warrant.

In the absence of drought response measures, water demands tend to increase during a drought due to increased outdoor irrigation. The severity of a drought depends on the degree of depletion of supplies

and on the relationship of demand to available supplies. The NTMWD considers a drought to end when all of its supply reservoirs refill to the conservation storage pool.

¹ Superscripted numbers match references listed in Appendix A.

2. DEFINITIONS

1. AQUATIC LIFE means a vertebrate organism dependent upon an aquatic environment to sustain its lifeⁱ.
2. ATHLETIC FIELD means a public sports competition field, the essential feature of which is turf grass, used primarily for organized sports practice, competition or exhibition events for schools, professional sports, or sanctioned league playⁱⁱ.
3. COMMERCIAL FACILITY business or industrial buildings and the associated landscaping, but does not include the fairways, greens, or tees of a golf courseⁱ.
4. COMMERCIAL VEHICLE WASH FACILITY means a permanently-located business that washes vehicles or other mobile equipment with water or water-based products, including but not limited to self-service car washes, full service car washes, roll-over/in-bay style car washes, and facilities managing vehicle fleets or vehicle inventoryⁱ.
5. COOL SEASON GRASSES are varieties of turf grass that grow best in cool climates primarily in northern and central regions of the U.S. Cool season grasses include perennial and annual rye grass, Kentucky blue grass and fescuesⁱⁱⁱ.
6. CUSTOMERS include those entities to whom NTMWD provides water on a customer basis that are not members of NTMWD.
7. DESIGNATED OUTDOOR WATER USE DAY means a day prescribed by rule on which a person is permitted to irrigate outdoorsⁱ.
8. DRIP IRRIGATION is a type of micro-irrigation system that operates at low pressure and delivers water in slow, small drips to individual plants or groups of plants through a network of plastic conduits and emitters; also called trickle irrigation. ^{iv}.

ⁱ Definitions from City of Austin Water Conservation and Drought Contingency Ordinance adopted August 16, 2012.
http://www.austintexas.gov/sites/default/files/files/Water/Conservation/Planning_and_Policy/ProposedCodeRevision_DRAFT_with_watering_schedule-8-15-2012.pdf

ⁱⁱ Definition from City of San Antonio Water Conservation Ordinance adopted 2005.
http://saws.org/conservation/ordinance/docs/Ch34_Ordinance_2009.pdf

ⁱⁱⁱ Definition developed by Freese and Nichols, Inc.

9. DROUGHT, for the purposes of this report, means an extended period of time when an area receives insufficient amounts of rainfall to replenish the water supply, causing water supply sources (in this case reservoirs) to be depleted^v.
10. EVAPOTRANSPIRATION abbreviated as ET represents the amount of water lost from plant material to evaporation and transpiration. The amount of ET can be estimated based on the temperature, wind, and relative humidityⁱⁱⁱ.
11. ET/SMART CONTROLLERS are irrigation controllers that adjust their schedule and run times based on weather (ET) data. These controllers are designed to replace the amount of water lost to evapotranspirationⁱⁱⁱ.
12. EXECUTIVE DIRECTOR means the Executive Director of the North Texas Municipal Water District and includes a person the Director has designated to administer or perform any task, duty, function, role, or action related to this plan or on behalf of the Executive Directorⁱⁱⁱ.
13. FOUNDATION WATERING means an application of water to the soils directly abutting the foundation of a building structureⁱ.
14. MEMBER CITIES include the cities of Allen, Farmersville, Forney, Frisco, Garland, McKinney, Mesquite, Plano, Princeton, Richardson, Rockwall, Royce City, and Wylie, Texas.
15. NEW LANDSCAPE means vegetation: installed at the time of the construction of a residential or commercial facility; installed as part of a governmental entity's capital improvement project; installed to stabilize an area disturbed by constructionⁱ.
16. ORNAMENTAL FOUNTAIN means an artificially created structure (up to six feet in diameter) from which a jet, stream, valves and emission devices or flow of water emanates and is not typically utilized for the preservation of aquatic lifeⁱ.

^{iv} Amy Vickers: Handbook of Water Use and Conservation, Amherst Massachusetts, June 2002

^v Freese and Nichols, Inc.: Water Conservation and Drought Contingency and Water Emergency Response Plan, prepared for North Texas Municipal Water District, Fort Worth, March 2008.

17. PERMANANTLY INSTALLED IRRIGATION SYSTEM means a custom-made, site-specific system of delivering water generally for landscape irrigation via a system of pipes or other conduits installed below groundⁱ.
18. RAIN/FREEZE SENSOR means a device designed to stop the flow of water to an automatic irrigation system when rainfall or freeze event has been detectedⁱⁱ.
19. RECLAIMED WATER means reclaimed municipal wastewater that has been treated to a quality that meets or exceeds the minimum standards of the 30 Texas Administrative Code, Chapter 210 and is used for lawn irrigation, industry, or other non-potable purposesⁱ.
20. SOAKER HOSE means a perforated or permeable garden-type hose or pipe that is laid above ground that provides irrigation at a slow and constant rateⁱ.
21. SPRINKLER means an above-ground water distribution device that may be attached to a garden hoseⁱ.
22. SWIMMING POOL means any structure, basin, chamber, or tank including hot tubs, containing an artificial body of water for swimming, diving, or recreational bathing, and having a depth of two (2) feet or more at any pointⁱⁱ.
23. WATER RESOURCE MANAGEMENT PLAN means a strategy or combination of strategies for temporary supply management and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies required by Texas Administrative Code Title 30, Chapter 288, Subchapter B. This is sometimes called a drought contingency planⁱ

3. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES

The TCEQ rules governing development of drought contingency plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.20 of the Texas Administrative Code, a current copy of which is included in Appendix B. For the purpose of these rules, a drought contingency plan is defined as “a strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies.”¹

Minimum Requirements

TCEQ’s minimum requirements for drought contingency plans are addressed in the following subsections of this report:

- 288.20(a)(1)(A) – Provisions to Inform the Public and Provide Opportunity for Public Input – Section 4.1
- 288.20(a)(1)(B) – Provisions for Continuing Public Education and Information – Section 4.2
- 288.20(a)(1)(C) – Coordination with the Regional Water Planning Group – Section 4.6
- 288.20(a)(1)(D) – Criteria for Initiation and Termination of Water Resource Management Stages – Section 4.3
- 288.20(a)(1)(E) – Water Resource Management Stages – Section 4.3
- 288.20(a)(1)(F) – Specific, Quantified Targets for Water Use Reductions – Section 4.3
- 288.20(a)(1)(G) – Water Supply and Demand Management Measures for Each Stage – Section 4.3
- 288.20(a)(1)(H) – Procedures for Initiation and Termination of Water Resource Management Stages – Section 4.3
- 288.20(a)(1)(I) - Procedures for Granting Variances – Section 4.4
- 288.20(a)(1)(J) - Procedures for Enforcement of Mandatory Restrictions – Section 4.5
- 288.20(a)(3) – Consultation with Wholesale Supplier – Sections 1, 4.2, and 4.3
- 288.20(b) – Notification of Implementation of Mandatory Measures – Section 4.3
- 288.20(c) – Review and Update of Plan – Section 4.7

4. WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN

4.1 PROVISIONS TO INFORM THE PUBLIC AND OPPORTUNITY FOR PUBLIC INPUT

Member Cities and Customers will provide opportunity for public input in the development of this Water Resource and Emergency Management Plan by the following means:

- Providing written notice of the proposed plan and the opportunity to comment on the plan by newspaper, posted notice, and notice on the supplier's web site (if available).
- Making the draft plan available on the supplier's web site (if available).
- Providing the draft plan to anyone requesting a copy.
- Holding a public meeting.

4.2 PROVISIONS FOR CONTINUING PUBLIC EDUCATION AND INFORMATION

Member Cities and Customers will inform and educate the public about the Water Resource and Emergency Management Plan by the following means:

- Preparing a bulletin describing the plan and making it available at city hall and other appropriate locations.
- Making the plan available to the public through the supplier's web site (if available).
- Including information about the Water Resource and Emergency Management Plan on the supplier's web site (if available).
- Notifying local organizations, schools, and civic groups that staff are available to make presentations on the Water Resource and Emergency Management Plan (usually in conjunction with presentations on water conservation programs).
- At any time that the Water Resource and Emergency Management Plan is activated or the Water Resource and Emergency Management Plan changes, Member Cities and Customers will notify local media of the issues, the water resource management stage (if applicable), and the specific actions required of the public. The information will also be publicized on the supplier's web site (if available). Billing inserts will also be used as appropriate.

4.3 INITIATION AND TERMINATION OF WATER RESOURCE AND EMERGENCY MANAGEMENT STAGES

Initiation of a Water Resource Management Stage

The City Manager, General Manager, Mayor, Chief Executive, or official designee may order the implementation of a water resource management stage when one or more of the trigger conditions for that stage is met. The following actions will be taken when a water resource management stage is initiated:

- The public will be notified through local media and the supplier's web site (if available) as described in Section 4.2.
- Wholesale customers (if any) and the NTMWD will be notified by e-mail with a follow-up letter or fax that provides details of the reasons for initiation of the water resource management stage.
- If any mandatory provisions of the Water Resource and Emergency Management Plan are activated, Member Cities and Customers will notify the Executive Director of the TCEQ and the Executive Director of the NTMWD within 5 business days.
- Water Resource and Emergency Management Plan stages imposed by NTMWD action must be initiated by Member Cities and Customers.
- For other trigger conditions internal to a city or water supply entity, the City Manager, General Manager, Mayor, Chief Executive, or official designee may decide not to order the implementation of a water resource management stage or water emergency even though one or more of the trigger criteria for the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, the anticipation of replenished water supplies, or the anticipation that additional facilities will become available to meet needs. The reason for this decision should be documented.

Termination of a Water Resource Management Stage

The City Manager, General Manager, Mayor, Chief Executive, or official designee may order the termination of a water resource management stage when the conditions for termination are met or at their discretion. The following actions will be taken when a water resource management stage is terminated:

- The public will be notified through local media and the supplier's web site (if available) as described in Section 4.2.
- Wholesale customers (if any) and the NTMWD will be notified by e-mail with a follow-up letter or fax.
- If any mandatory provisions of the Water Resource and Emergency Management plan that have been activated are terminated, Member Cities and Customers will notify the Executive Director of the TCEQ and the Executive Director of the NTMWD within 5 business days.

The City Manager, General Manager, Mayor, Chief Executive, or official designee may decide not to order the termination of a water resource management stage even though the conditions for termination of the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, or the anticipation of potential changed conditions that warrant the continuation of the water resource management stage. The reason for this decision should be documented.

Water Resource and Emergency Management Plan Stages and Measures

Stage 1

Initiation and Termination Conditions for Stage 1

- The NTMWD has initiated Stage 1, which may be initiated due to one or more of the following:
 - The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 1.
 - Water demand is projected to approach the limit of the permitted supply.
 - The storage in Lavon Lake is less than 55 percent of the total conservation pool capacity.
 - NTMWD's storage in Jim Chapman Lake is less than 55 percent of NTMWD's total conservation pool capacity.
 - The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Mild drought.
 - NTMWD has concern that Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source may be limited in availability in the next 6 months.
 - NTMWD water demand exceeds 95 percent of the amount that can be delivered to customers for three consecutive days.
 - NTMWD water demand for all or part of the delivery system equals delivery capacity because delivery capacity is inadequate.
 - NTMWD's supply source becomes contaminated.
 - Supply source is interrupted or unavailable due to invasive species.
 - NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.
- Supplier's water demand exceeds 95 percent of the amount that can be delivered to customers for three consecutive days.
- Supplier's water demand for all or part of the delivery system equals delivery capacity because delivery capacity is inadequate.
- Supply source becomes contaminated.

- Supplier's water supply system is unable to deliver water due to the failure or damage of major water system components.
- Supplier's individual plan may be implemented if other criteria dictate.

Stage 1 may terminate when NTMWD terminates its Stage 1 condition or when the circumstances that caused the initiation of Stage 1 no longer prevail.

Goal for Use Reduction and Actions Available under Stage 1

The goal for water use reduction under Stage 1 is a five percent (5%) reduction in the amount of water produced by NTMWD from the previous annual payment period prior to drought restrictions. **If circumstances warrant or if required by NTMWD, the City Manager, General Manager, Mayor, Chief Executive, or official designee can set a goal for greater or lesser water use reduction.** The City Manager, General Manager, Mayor, Chief Executive, or official designee may order the implementation of any or all of the actions listed below, as deemed necessary to achieve a five percent reduction. Measures described as "requires notification to TCEQ" impose mandatory requirements on customers. The supplier must notify TCEQ and NTMWD within five business days if these measures are implemented:

- Continue actions in the water conservation plan.
- Notify wholesale customers of actions being taken and request them to implement similar procedures.
- Initiate engineering studies to evaluate alternatives should conditions worsen.
- Further accelerate public education efforts on ways to reduce water use.
- Halt non-essential city government water use. (Examples include street cleaning, vehicle washing, operation of ornamental fountains, etc.)
- Encourage the public to wait until the current drought or emergency situation has passed before establishing new landscaping.
- All users are encouraged to reduce the frequency of draining and refilling swimming pools.
- **Requires Notification to TCEQ** – Limit landscape watering with sprinklers or irrigation systems at each service address to no more than two days per week on designated days between April 1 – October 31. Limit landscape watering with sprinklers or irrigation systems

at each service address to once every week on designated days between November 1 – March 31. Exceptions are as follows:

- An exception is allowed for landscape associated with new construction that may be watered as necessary for 30 days from the installation of new landscape features.
- An exemption is also allowed for registered and properly functioning ET/Smart irrigation systems and drip irrigation systems from the designated outdoor water use days limited to no more than two days per week. ET/Smart irrigation and drip irrigation systems are however subject to all other restrictions applicable under this stage.
- An exception for additional watering of landscape may be provided by hand held hose with shutoff nozzle, use of dedicated irrigation drip zones, and/or soaker hose provided no runoff occurs.
- Foundations, new landscaping, new plantings (first year) of shrubs, and trees (within a ten foot radius of its trunk) may be watered by a hand-held hose, a soaker hose, or a dedicated zone using a drip irrigation system provided no runoff occurs.
- **Requires Notification to TCEQ** - Initiate a rate surcharge for all water use over a certain level.
- **Requires Notification to TCEQ** – Landscape watering of parks, golf courses and athletic fields using potable water are required to meet the same reduction goals and measures outlined in this stage. Exception for golf course greens and tee boxes which may be hand watered as needed.

Stage 2

Initiation and Termination Conditions for Stage 2

- The NTMWD has initiated Stage 2, which may be initiated due to one or more of the following:
 - The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 2.
 - Water demand is projected to approach or exceed the limit of the permitted supply.
 - The storage in Lavon Lake is less than 45 percent of the total conservation pool capacity.
 - NTMWD's storage in Jim Chapman Lake is less than 45 percent of NTMWD's total conservation pool capacity.
 - The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Moderate drought. (Measures required by SRA under a Moderate drought designation are similar to those under NTMWD's Stage 2.)
 - The supply from Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source has become limited in availability within the next 3 months.
 - NTMWD water demand exceeds 98 percent of the amount that can be delivered to customers for three consecutive days.
 - NTMWD water demand for all or part of the delivery system exceeds delivery capacity because delivery capacity is inadequate.
 - NTMWD's supply source becomes contaminated.
 - NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.
- Supplier's water demand exceeds 98 percent of the amount that can be delivered to customers for three consecutive days.
- Supplier's water demand for all or part of the delivery system exceeds delivery capacity because delivery capacity is inadequate.
- Supply source becomes contaminated.
- Supply source is interrupted or unavailable due to invasive species.

- Supplier's water supply system is unable to deliver water due to the failure or damage of major water system components.
- Supplier's individual plan may be implemented if other criteria dictate.
- Stage 2 may terminate when NTMWD terminates its Stage 2 condition or when the circumstances that caused the initiation of Stage 2 no longer prevail.

Goals for Use Reduction and Actions Available under Stage 2

The goal for water use reduction under Stage 2 is a reduction of ten percent (10%) in the amount of water obtained from NTMWD from the previous annual payment period prior to drought restrictions. If circumstances warrant or if required by NTMWD, the City Manager, General Manager, Mayor, Chief Executive, or official designee can set a goal for greater or lesser water use reduction. The City Manager, General Manager, Mayor, Chief Executive, or official designee may order the implementation of any or all of the actions listed below, as deemed necessary to achieve a ten percent reduction. Measures described as "requires notification to TCEQ" impose mandatory requirements on customers. The supplier must notify TCEQ and NTMWD within five business days if these measures are implemented:

- Continue or initiate any actions available under Stage 1.
- Notify wholesale customers of actions being taken and request them to implement similar procedures.
- Implement viable alternative water supply strategies.
- All users are encouraged to reduce the frequency of draining and refilling swimming pools.
- **Requires Notification to TCEQ** – Limit landscape watering with sprinklers or irrigation systems at each service address to once per week on designated days between April 1 – October 31. Limit landscape watering with sprinklers or irrigation systems at each service address to once every other week on designated days between November 1 – March 31. Exceptions are as follows:
 - New construction may be watered as necessary for 30 days from the date of the installation of new landscape features. .
 - Foundations, new plantings (first year) of shrubs, and trees (within a ten foot radius of its trunk) may be watered for up to two hours on any day by a hand-held hose, a

dedicated zone using a drip irrigation system and/or soaker hose provided no runoff occurs.

- Public athletic fields used for competition may be watered twice per week.
- Locations using alternative sources of water supply only for irrigation may irrigate without day of the week restrictions provided proper signage is employed. However, irrigation using alternative sources of supply is subject all other restrictions applicable to this stage. If the alternative supply source is a well, proper proof of well registration with the North Texas Groundwater Conservation District or Red River Ground Water Conservation District is required. Other sources of water supply may not include imported treated water.
- An exemption is allowed for registered and properly functioning ET/Smart irrigation systems and drip irrigation systems from the designated outdoor water use day limited to no more than one day per week. ET/Smart irrigation and drip irrigation systems are however subject to all other restrictions applicable under this stage.
- Hand watering with shutoff nozzle, drip lines, and soaker hoses is allowed before 10 am and after 6 pm provided no runoff occurs.
- **Requires Notification to TCEQ** – Prohibit hydro seeding, hydro mulching, and sprigging.
- **Requires Notification to TCEQ** - Initiate a rate surcharge as requested by NTMWD.
- **Requires Notification to TCEQ** - Initiate a rate surcharge for all water use over a certain level.
- **Requires Notification to TCEQ** – If NTMWD has imposed a reduction in water available to Member Cities and Customers, impose the same percent reduction on wholesale customers.
- **Requires Notification to TCEQ** – Landscape watering of parks and golf courses using potable water are required to meet the same reduction goals and measures outlined in this stage. Exception for golf course greens and tee boxes which may be hand watered as needed.

Stage 3

Initiation and Termination Conditions for Stage 3

- The NTMWD has initiated Stage 3, which may be initiated due to one or more of the following:

- The NTMWD Executive Director, with the concurrence of the NTMWD Board of Directors, finds that conditions warrant the declaration of Stage 3.
 - Water demand is projected to approach or exceed the limit of the permitted supply.
 - The storage in Lavon Lake is less than 35 percent of the total conservation pool capacity.
 - NTMWD's storage in Jim Chapman Lake is less than 35 percent of NTMWD's total conservation pool capacity.
 - The Sabine River Authority has indicated that its Upper Basin water supplies used by NTMWD (Lake Tawakoni and/or Lake Fork) are in a Severe drought or Emergency.
 - The supply from Lake Texoma, the East Fork Raw Water Supply Project, or some other NTMWD source has become severely limited in availability.
 - NTMWD water demand exceeds the amount that can be delivered to customers.
 - NTMWD water demand for all or part of the delivery system seriously exceeds delivery capacity because the delivery capacity is inadequate.
 - NTMWD's supply source becomes contaminated.
 - NTMWD's water supply system is unable to deliver water due to the failure or damage of major water system components.
- Supplier's water demand exceeds the amount that can be delivered to customers.
 - Supplier's water demand for all or part of the delivery system seriously exceeds delivery capacity because the delivery capacity is inadequate.
 - Supply source becomes contaminated.
 - Supplier's water supply system is unable to deliver water due to the failure or damage of major water system components.
 - Supplier's individual plan may be implemented if other criteria dictate.
 - Stage 3 may terminate when NTMWD terminates its Stage 3 condition or when the circumstances that caused the initiation of Stage 3 no longer prevail.

Goals for Use Reduction and Actions Available under Stage 3

The goal for water use reduction under Stage 3 is a reduction of whatever amount is necessary in the amount of water obtained from NTMWD from the previous annual payment period prior to drought

restrictions. If circumstances warrant or if required by NTMWD, the City Manager, General Manager, Mayor, Chief Executive, or official designee can set a goal for greater or lesser water use reduction.

The City Manager, General Manager, Mayor, Chief Executive, or official designee may order the implementation of any or all of the actions listed below, as deemed necessary. Measures described as “requires notification to TCEQ” impose mandatory requirements on member cities and customers. The supplier must notify TCEQ and NTMWD within five business days if these measures are implemented.

- Continue or initiate any actions available under Stages 1, and 2.
- Notify wholesale customers of actions being taken and request them to implement similar procedures.
- Implement viable alternative water supply strategies.
- **Requires Notification to TCEQ** – Initiate mandatory water use restrictions as follows:
 - Hosing and washing of paved areas, buildings, structures, windows or other surfaces is prohibited except by variance and performed by a professional service using high efficiency equipment.
 - Prohibit operation of ornamental fountains or ponds that use potable water except where supporting aquatic life or water quality.
- **Requires Notification to TCEQ** – Prohibit new sod, hydro seeding, hydro mulching, and sprigging.
- **Requires Notification to TCEQ** – Prohibit the use of potable water for the irrigation of new landscaping.
- **Requires Notification to TCEQ** – Prohibit all commercial and residential landscape watering, except that foundations and trees (within a ten foot radius of its trunk) may be watered for two hours one day per week with a hand-held hose, a dedicated zone using a drip irrigation system and/or soaker hose provided no runoff occurs. ET/Smart irrigation systems and drip irrigation systems are not exempt from this requirement.
- **Requires Notification to TCEQ** – Prohibit washing of vehicles except at commercial vehicle wash facilities.
- **Requires Notification to TCEQ** – Landscape watering of parks, golf courses, and athletic fields with potable water is prohibited. Exception for golf course greens and tee boxes which

may be hand watered as needed. Variances may be granted by the water provider under special circumstances.

- **Requires Notification to TCEQ** – Prohibit the filling, draining and refilling of existing swimming pools, wading pools, Jacuzzi and hot tubs except to maintain structural integrity, proper operation and maintenance or to alleviate a public safety risk. Existing pools may add water to replace losses from normal use and evaporation. Permitting of new swimming pools, wading pools, Jacuzzi and hot tubs is prohibited.
- **Requires Notification to TCEQ** – Prohibit the operation of interactive water features such as water sprays, dancing water jets, waterfalls, dumping buckets, shooting water cannons, or splash pads that are maintained for public recreation.
- **Requires Notification to TCEQ** – Require all commercial water users to reduce water use by a percentage established by the City Manager, General Manager, Mayor, Chief Executive, or official designee.
- **Requires Notification to TCEQ** – If NTMWD has imposed a reduction in water available to Member Cities and Customers, impose the same percent reduction on wholesale customers.
- **Requires Notification to TCEQ** - Initiate a rate surcharge for all water use over normal rates for all water use.

4.4 PROCEDURES FOR GRANTING VARIANCES TO THE PLAN

The City Manager, General Manager, Mayor, Chief Executive, or official designee may grant temporary variances for existing water uses otherwise prohibited under this Water Resource and Emergency Management Plan if one or more of the following conditions are met:

- Failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation, or fire safety for the public or the person or entity requesting the variance.
- Compliance with this plan cannot be accomplished due to technical or other limitations.
- Alternative methods that achieve the same level of reduction in water use can be implemented.
- Variances shall be granted or denied at the discretion of the City Manager, General Manager, Mayor, Chief Executive, or official designee. All petitions for variances should be in writing and should include the following information:

- Name and address of the petitioners
- Purpose of water use
- Specific provisions from which relief is requested
- Detailed statement of the adverse effect of the provision from which relief is requested
- Description of the relief requested
- Period of time for which the variance is sought
- Alternative measures that will be taken to reduce water use
- Other pertinent information.

4.5 PROCEDURES FOR ENFORCING MANDATORY WATER USE RESTRICTIONS

Mandatory water use restrictions may be imposed in Stage 1, Stage 2 and Stage 3 Water Resource and Emergency Management Plan stages. The penalties associated with the mandatory water use restrictions will be determined by each entity.

Appendix D contains potential ordinances, resolutions, and orders that may be adopted by the city council, board, or governing body approving the Water Resource and Emergency Management plan and water response plan, including enforcement of same.

4.6 COORDINATION WITH THE REGIONAL WATER PLANNING GROUP AND NTMWD

Appendix C includes a copy of a letter sent to the Chairs of the Region C Water Planning Group and the North East Texas Water Planning Group with this model Water Resource and Emergency Management plan.

The suppliers will send a draft of its ordinance(s) or other regulation(s) implementing this plan to NTMWD for their review and comment. The supplier will also send the final ordinance(s) or other regulation(s) to NTMWD.

4.7 REVIEW AND UPDATE OF WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN

As required by TCEQ rules, Member Cities and Customers must review the Water Resource and Emergency Management plan every five years. The plan will be updated as appropriate based on new or updated information.

APPENDIX A
LIST OF REFERENCES

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1. Texas Commission on Environmental Quality Annual Report.
http://www.tceq.texas.gov/permitting/water_rights/conserve.html#imple
2. Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rules 288.1 and 288.5, and Subchapter B, Rule 288.22, downloaded from
[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=4&ti=30&pt=1&ch=288,](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=4&ti=30&pt=1&ch=288)
June 2013.
3. Water Conservation Implementation Task Force: "Texas Water Development Board Report 362, Water Conservation Best Management Practices Guide," prepared for the Texas Water Development Board, Austin, November 2004.
4. Water Conservation Advisory Council: Guidance and Methodology for Reporting on Water Conservation and Water Use, December 2012
5. Freese and Nichols, INC.: Model Water Conservation Plan for NTMWD Members Cities and Customers, prepared for the North Texas Municipal Water District, Fort Worth, November 2013.
6. Definitions from City of Austin Water Conservation and Drought Contingency Ordinance adopted August 16, 2012.
http://www.austintexas.gov/sites/default/files/files/Water/Conservation/Planning_and_Policy/ProposedCodeRevision_DRAFT_with_watering_schedule-8-15-2012.pdf
7. Definition from City of San Antonio Water Conservation Ordinance adopted 2005.
http://saws.org/conservation/ordinance/docs/Ch34_Ordinance_2009.pdf
8. Definition developed by Freese and Nichols Inc.
9. Texas Water Development Board, Texas Commission on Environmental Quality, Water Conservation Advisory Council. "DRAFT Guidance and Methodology for Water Conservation Reporting."
10. Freese and Nichols Inc., Alan Plummer and Associates, CP & Y Inc. and Cooksey Communications. "2011 Region C Regional Water Plan"

APPENDIX B

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES ON MUNICIPAL
WATER CONSERVATION PLANS**

SUBCHAPTER A: WATER CONSERVATION PLANS
§§288.1 - 288.7
Effective December 6, 2012

§288.1. Definitions.

The following words and terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise.

(1) Agricultural or Agriculture--Any of the following activities:

(A) cultivating the soil to produce crops for human food, animal feed, or planting seed or for the production of fibers;

(B) the practice of floriculture, viticulture, silviculture, and horticulture, including the cultivation of plants in containers or non-soil media by a nursery grower;

(C) raising, feeding, or keeping animals for breeding purposes or for the production of food or fiber, leather, pelts, or other tangible products having a commercial value;

(D) raising or keeping equine animals;

(E) wildlife management; and

(F) planting cover crops, including cover crops cultivated for transplantation, or leaving land idle for the purpose of participating in any governmental program or normal crop or livestock rotation procedure.

(2) Agricultural use--Any use or activity involving agriculture, including irrigation.

(3) Best management practices--Voluntary efficiency measures that save a quantifiable amount of water, either directly or indirectly, and that can be implemented within a specific time frame.

(4) Conservation--Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water so that a water supply is made available for future or alternative uses.

(5) Commercial use--The use of water by a place of business, such as a hotel, restaurant, or office building. This does not include multi-family residences or agricultural, industrial, or institutional users.

(6) Drought contingency plan--A strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies. A drought contingency plan may be a separate document identified as such or may be contained within another water management document(s).

(7) Industrial use--The use of water in processes designed to convert materials of a lower order of value into forms having greater usability and commercial value, and the development of power by means other than hydroelectric, but does not include agricultural use.

(8) Institutional Use--The use of water by an establishment dedicated to public service, such as a school, university, church, hospital, nursing home, prison or government facility. All facilities dedicated to public service are considered institutional regardless of ownership.

(9) Irrigation--The agricultural use of water for the irrigation of crops, trees, and pastureland, including, but not limited to, golf courses and parks which do not receive water from a public water supplier.

(10) Irrigation water use efficiency--The percentage of that amount of irrigation water which is beneficially used by agriculture crops or other vegetation relative to the amount of water diverted from the source(s) of supply. Beneficial uses of water for irrigation purposes include, but are not limited to, evapotranspiration needs for vegetative maintenance and growth, salinity management, and leaching requirements associated with irrigation.

(11) Mining use--The use of water for mining processes including hydraulic use, drilling, washing sand and gravel, and oil field repressuring.

(12) Municipal use--The use of potable water provided by a public water supplier as well as the use of sewage effluent for residential, commercial, industrial, agricultural, institutional, and wholesale uses.

(13) Nursery grower--A person engaged in the practice of floriculture, viticulture, silviculture, and horticulture, including the cultivation of plants in containers or nonsoil media, who grows more than 50% of the products that the person either sells or leases, regardless of the variety sold, leased, or grown. For the purpose of

this definition, grow means the actual cultivation or propagation of the product beyond the mere holding or maintaining of the item prior to sale or lease, and typically includes activities associated with the production or multiplying of stock such as the development of new plants from cuttings, grafts, plugs, or seedlings.

(14) Pollution--The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to the public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

(15) Public water supplier--An individual or entity that supplies water to the public for human consumption.

(16) Residential use--The use of water that is billed to single and multi-family residences, which applies to indoor and outdoor uses.

(17) Residential gallons per capita per day--The total gallons sold for residential use by a public water supplier divided by the residential population served and then divided by the number of days in the year.

(18) Regional water planning group--A group established by the Texas Water Development Board to prepare a regional water plan under Texas Water Code, §16.053.

(19) Retail public water supplier--An individual or entity that for compensation supplies water to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants when that water is not resold to or used by others.

(20) Reuse--The authorized use for one or more beneficial purposes of use of water that remains unconsumed after the water is used for the original purpose of use and before that water is either disposed of or discharged or otherwise allowed to flow into a watercourse, lake, or other body of state-owned water.

(21) Total use--The volume of raw or potable water provided by a public water supplier to billed customer sectors or nonrevenue uses and the volume lost during conveyance, treatment, or transmission of that water.

(22) Total gallons per capita per day (GPCD)--The total amount of water diverted and/or pumped for potable use divided by the total permanent population divided by the days of the year. Diversion volumes of reuse as defined in this chapter

shall be credited against total diversion volumes for the purposes of calculating GPCD for targets and goals.

(23) Water conservation plan--A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water. A water conservation plan may be a separate document identified as such or may be contained within another water management document(s).

(24) Wholesale public water supplier--An individual or entity that for compensation supplies water to another for resale to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants as an incident of that employee service or tenancy when that water is not resold to or used by others, or an individual or entity that conveys water to another individual or entity, but does not own the right to the water which is conveyed, whether or not for a delivery fee.

(25) Wholesale use--Water sold from one entity or public water supplier to other retail water purveyors for resale to individual customers.

Adopted November 14, 2012

Effective December 6, 2012

§288.2. Water Conservation Plans for Municipal Uses by Public Water Suppliers.

(a) A water conservation plan for municipal water use by public water suppliers must provide information in response to the following. If the plan does not provide information for each requirement, the public water supplier shall include in the plan an explanation of why the requirement is not applicable.

(1) Minimum requirements. All water conservation plans for municipal uses by public water suppliers must include the following elements:

(A) a utility profile in accordance with the Texas Water Use Methodology, including, but not limited to, information regarding population and customer data, water use data (including total gallons per capita per day (GPCD) and residential GPCD), water supply system data, and wastewater system data;

(B) a record management system which allows for the classification of water sales and uses into the most detailed level of water use data currently available to it, including, if possible, the sectors listed in clauses (i) - (vi) of this subparagraph.

Any new billing system purchased by a public water supplier must be capable of reporting detailed water use data as described in clauses (i) - (vi) of this subparagraph;

(i) residential;

(I) single family;

(II) multi-family;

(ii) commercial;

(iii) institutional;

(iv) industrial;

(v) agricultural; and,

(vi) wholesale.

(C) specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use in total GPCD and residential GPCD. The goals established by a public water supplier under this subparagraph are not enforceable;

(D) metering device(s), within an accuracy of plus or minus 5.0% in order to measure and account for the amount of water diverted from the source of supply;

(E) a program for universal metering of both customer and public uses of water, for meter testing and repair, and for periodic meter replacement;

(F) measures to determine and control water loss (for example, periodic visual inspections along distribution lines; annual or monthly audit of the water system to determine illegal connections; abandoned services; etc.);

(G) a program of continuing public education and information regarding water conservation;

(H) a water rate structure which is not "promotional," i.e., a rate structure which is cost-based and which does not encourage the excessive use of water;

(I) a reservoir systems operations plan, if applicable, providing for the coordinated operation of reservoirs owned by the applicant within a common watershed or river basin in order to optimize available water supplies; and

(J) a means of implementation and enforcement which shall be evidenced by:

(i) a copy of the ordinance, resolution, or tariff indicating official adoption of the water conservation plan by the water supplier; and

(ii) a description of the authority by which the water supplier will implement and enforce the conservation plan; and

(K) documentation of coordination with the regional water planning groups for the service area of the public water supplier in order to ensure consistency with the appropriate approved regional water plans.

(2) Additional content requirements. Water conservation plans for municipal uses by public drinking water suppliers serving a current population of 5,000 or more and/or a projected population of 5,000 or more within the next ten years subsequent to the effective date of the plan must include the following elements:

(A) a program of leak detection, repair, and water loss accounting for the water transmission, delivery, and distribution system;

(B) a requirement in every wholesale water supply contract entered into or renewed after official adoption of the plan (by either ordinance, resolution, or tariff), and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements in this chapter. If the customer intends to resell the water, the contract between the initial supplier and customer must provide that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with the provisions of this chapter.

(3) Additional conservation strategies. Any combination of the following strategies shall be selected by the water supplier, in addition to the minimum requirements in paragraphs (1) and (2) of this subsection, if they are necessary to achieve the stated water conservation goals of the plan. The commission may require that any of the following strategies be implemented by the water supplier if the commission determines that the strategy is necessary to achieve the goals of the water conservation plan:

(A) conservation-oriented water rates and water rate structures such as uniform or increasing block rate schedules, and/or seasonal rates, but not flat rate or decreasing block rates;

(B) adoption of ordinances, plumbing codes, and/or rules requiring water-conserving plumbing fixtures to be installed in new structures and existing structures undergoing substantial modification or addition;

(C) a program for the replacement or retrofit of water-conserving plumbing fixtures in existing structures;

(D) reuse and/or recycling of wastewater and/or graywater;

(E) a program for pressure control and/or reduction in the distribution system and/or for customer connections;

(F) a program and/or ordinance(s) for landscape water management;

(G) a method for monitoring the effectiveness and efficiency of the water conservation plan; and

(H) any other water conservation practice, method, or technique which the water supplier shows to be appropriate for achieving the stated goal or goals of the water conservation plan.

(b) A water conservation plan prepared in accordance with 31 TAC §363.15 (relating to Required Water Conservation Plan) of the Texas Water Development Board and substantially meeting the requirements of this section and other applicable commission rules may be submitted to meet application requirements in accordance with a memorandum of understanding between the commission and the Texas Water Development Board.

(c) A public water supplier for municipal use shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. The public water supplier for municipal use shall review and update the next revision of its water conservation plan every five years to coincide with the regional water planning group.

§288.3. Water Conservation Plans for Industrial or Mining Use.

(a) A water conservation plan for industrial or mining uses of water must provide information in response to each of the following elements. If the plan does not provide information for each requirement, the industrial or mining water user shall include in the plan an explanation of why the requirement is not applicable.

(1) a description of the use of the water in the production process, including how the water is diverted and transported from the source(s) of supply, how the water is utilized in the production process, and the estimated quantity of water consumed in the production process and therefore unavailable for reuse, discharge, or other means of disposal;

(2) specific, quantified five-year and ten-year targets for water savings and the basis for the development of such goals. The goals established by industrial or mining water users under this paragraph are not enforceable;

(3) a description of the device(s) and/or method(s) within an accuracy of plus or minus 5.0% to be used in order to measure and account for the amount of water diverted from the source of supply;

(4) leak-detection, repair, and accounting for water loss in the water distribution system;

(5) application of state-of-the-art equipment and/or process modifications to improve water use efficiency; and

(6) any other water conservation practice, method, or technique which the user shows to be appropriate for achieving the stated goal or goals of the water conservation plan.

(b) An industrial or mining water user shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. The industrial or mining water user shall review and update the next revision of its water conservation plan every five years to coincide with the regional water planning group.

Adopted November 14, 2012

Effective December 6, 2012

§288.4. Water Conservation Plans for Agricultural Use.

(a) A water conservation plan for agricultural use of water must provide information in response to the following subsections. If the plan does not provide information for each requirement, the agricultural water user must include in the plan an explanation of why the requirement is not applicable.

(1) For an individual agricultural user other than irrigation:

(A) a description of the use of the water in the production process, including how the water is diverted and transported from the source(s) of supply, how the water is utilized in the production process, and the estimated quantity of water consumed in the production process and therefore unavailable for reuse, discharge, or other means of disposal;

(B) specific, quantified five-year and ten-year targets for water savings and the basis for the development of such goals. The goals established by agricultural water users under this subparagraph are not enforceable;

(C) a description of the device(s) and/or method(s) within an accuracy of plus or minus 5.0% to be used in order to measure and account for the amount of water diverted from the source of supply;

(D) leak-detection, repair, and accounting for water loss in the water distribution system;

(E) application of state-of-the-art equipment and/or process modifications to improve water use efficiency; and

(F) any other water conservation practice, method, or technique which the user shows to be appropriate for achieving the stated goal or goals of the water conservation plan.

(2) For an individual irrigation user:

(A) a description of the irrigation production process which shall include, but is not limited to, the type of crops and acreage of each crop to be irrigated, monthly irrigation diversions, any seasonal or annual crop rotation, and soil types of the land to be irrigated;

(B) a description of the irrigation method, or system, and equipment including pumps, flow rates, plans, and/or sketches of the system layout;

(C) a description of the device(s) and/or methods, within an accuracy of plus or minus 5.0%, to be used in order to measure and account for the amount of water diverted from the source of supply;

(D) specific, quantified five-year and ten-year targets for water savings including, where appropriate, quantitative goals for irrigation water use efficiency and a pollution abatement and prevention plan. The goals established by an individual irrigation water user under this subparagraph are not enforceable;

(E) water-conserving irrigation equipment and application system or method including, but not limited to, surge irrigation, low pressure sprinkler, drip irrigation, and nonleaking pipe;

(F) leak-detection, repair, and water-loss control;

(G) scheduling the timing and/or measuring the amount of water applied (for example, soil moisture monitoring);

(H) land improvements for retaining or reducing runoff, and increasing the infiltration of rain and irrigation water including, but not limited to, land leveling, furrow diking, terracing, and weed control;

(I) tailwater recovery and reuse; and

(J) any other water conservation practice, method, or technique which the user shows to be appropriate for preventing waste and achieving conservation.

(3) For a system providing agricultural water to more than one user:

(A) a system inventory for the supplier's:

(i) structural facilities including the supplier's water storage, conveyance, and delivery structures;

(ii) management practices, including the supplier's operating rules and regulations, water pricing policy, and a description of practices and/or devices used to account for water deliveries; and

(iii) a user profile including square miles of the service area, the number of customers taking delivery of water by the system, the types of crops, the

types of irrigation systems, the types of drainage systems, and total acreage under irrigation, both historical and projected;

(B) specific, quantified five-year and ten-year targets for water savings including maximum allowable losses for the storage and distribution system. The goals established by a system providing agricultural water to more than one user under this subparagraph are not enforceable;

(C) a description of the practice(s) and/or device(s) which will be utilized to measure and account for the amount of water diverted from the source(s) of supply;

(D) a monitoring and record management program of water deliveries, sales, and losses;

(E) a leak-detection, repair, and water loss control program;

(F) a program to assist customers in the development of on-farm water conservation and pollution prevention plans and/or measures;

(G) a requirement in every wholesale water supply contract entered into or renewed after official adoption of the plan (by either ordinance, resolution, or tariff), and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements in this chapter. If the customer intends to resell the water, the contract between the initial supplier and customer must provide that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with applicable provisions of this chapter;

(H) official adoption of the water conservation plan and goals, by ordinance, rule, resolution, or tariff, indicating that the plan reflects official policy of the supplier;

(I) any other water conservation practice, method, or technique which the supplier shows to be appropriate for achieving conservation; and

(J) documentation of coordination with the regional water planning groups, in order to ensure consistency with appropriate approved regional water plans.

(b) A water conservation plan prepared in accordance with the rules of the United States Department of Agriculture Natural Resource Conservation Service, the Texas

State Soil and Water Conservation Board, or other federal or state agency and substantially meeting the requirements of this section and other applicable commission rules may be submitted to meet application requirements in accordance with a memorandum of understanding between the commission and that agency.

(c) An agricultural water user shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. An agricultural water user shall review and update the next revision of its water conservation plan every five years to coincide with the regional water planning group.

Adopted November 14, 2012

Effective December 6, 2012

§288.5. Water Conservation Plans for Wholesale Water Suppliers.

A water conservation plan for a wholesale water supplier must provide information in response to each of the following paragraphs. If the plan does not provide information for each requirement, the wholesale water supplier shall include in the plan an explanation of why the requirement is not applicable.

(1) Minimum requirements. All water conservation plans for wholesale water suppliers must include the following elements:

(A) a description of the wholesaler's service area, including population and customer data, water use data, water supply system data, and wastewater data;

(B) specific, quantified five-year and ten-year targets for water savings including, where appropriate, target goals for municipal use in gallons per capita per day for the wholesaler's service area, maximum acceptable water loss, and the basis for the development of these goals. The goals established by wholesale water suppliers under this subparagraph are not enforceable;

(C) a description as to which practice(s) and/or device(s) will be utilized to measure and account for the amount of water diverted from the source(s) of supply;

(D) a monitoring and record management program for determining water deliveries, sales, and losses;

(E) a program of metering and leak detection and repair for the wholesaler's water storage, delivery, and distribution system;

(F) a requirement in every water supply contract entered into or renewed after official adoption of the water conservation plan, and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements of this chapter. If the customer intends to resell the water, then the contract between the initial supplier and customer must provide that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with applicable provisions of this chapter;

(G) a reservoir systems operations plan, if applicable, providing for the coordinated operation of reservoirs owned by the applicant within a common watershed or river basin. The reservoir systems operations plans shall include optimization of water supplies as one of the significant goals of the plan;

(H) a means for implementation and enforcement, which shall be evidenced by a copy of the ordinance, rule, resolution, or tariff, indicating official adoption of the water conservation plan by the water supplier; and a description of the authority by which the water supplier will implement and enforce the conservation plan; and

(I) documentation of coordination with the regional water planning groups for the service area of the wholesale water supplier in order to ensure consistency with the appropriate approved regional water plans.

(2) Additional conservation strategies. Any combination of the following strategies shall be selected by the water wholesaler, in addition to the minimum requirements of paragraph (1) of this section, if they are necessary in order to achieve the stated water conservation goals of the plan. The commission may require by commission order that any of the following strategies be implemented by the water supplier if the commission determines that the strategies are necessary in order for the conservation plan to be achieved:

(A) conservation-oriented water rates and water rate structures such as uniform or increasing block rate schedules, and/or seasonal rates, but not flat rate or decreasing block rates;

(B) a program to assist agricultural customers in the development of conservation pollution prevention and abatement plans;

(C) a program for reuse and/or recycling of wastewater and/or graywater; and

(D) any other water conservation practice, method, or technique which the wholesaler shows to be appropriate for achieving the stated goal or goals of the water conservation plan.

(3) Review and update requirements. The wholesale water supplier shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. A wholesale water supplier shall review and update the next revision of its water conservation plan every five years to coincide with the regional water planning group.

Adopted November 14, 2012

Effective December 6, 2012

§288.6. Water Conservation Plans for Any Other Purpose or Use.

A water conservation plan for any other purpose or use not covered in this subchapter shall provide information where applicable about those practices, techniques, and technologies that will be used to reduce the consumption of water, prevent or reduce the loss or waste of water, maintain or improve the efficiency in the use of water, increase the recycling and reuse of water, or prevent the pollution of water.

Adopted April 5, 2000

Effective April 27, 2000

§288.7. Plans Submitted With a Water Right Application for New or Additional State Water.

(a) A water conservation plan submitted with an application for a new or additional appropriation of water must include data and information which:

(1) supports the applicant's proposed use of water with consideration of the water conservation goals of the water conservation plan;

(2) evaluates conservation as an alternative to the proposed appropriation;
and

(3) evaluates any other feasible alternative to new water development including, but not limited to, waste prevention, recycling and reuse, water transfer and marketing, regionalization, and optimum water management practices and procedures.

(b) It shall be the burden of proof of the applicant to demonstrate that no feasible alternative to the proposed appropriation exists and that the requested amount of appropriation is necessary and reasonable for the proposed use.

APPENDIX C
TCEQ WATER UTILITY PROFILE

UTILITY PROFILE FOR RETAIL WATER SUPPLIER

Fill out this form as completely as possible.
If a field does not apply to your entity, leave it blank.

CONTACT INFORMATION

Name of Utility: City of Sachse

Public Water Supply Identification Number (PWS ID): 0570057

Certificate of Convenience and Necessity (CCN) Number: _____

Surface Water Right ID Number: _____

Wastewater ID Number: 10090-002

Completed By: Jeremy Wiseman Title: P.W. Superintendent

Address: 3815-B Sachse Rd. City: Sachse Zip Code: 75048

Email: jwiseman@cityofsachse.com Telephone Number: 972-495-7600

Date: 03/03/14

Regional Water Planning Group: C [Map](#)

Groundwater Conservation District: _____ [Map](#)

Check all that apply:

- Received financial assistance of \$500,000 or more from TWDB
- Have 3,300 or more retail connections
- Have a surface water right with TCEQ

Section I: Utility Data

A. Population and Service Area Data

1. Current service area size in square miles: 10
 (Attach or email a copy of the service area map.)

2. Provide historical service area population for the previous five years, starting with the most current year.

Year	Historical Population Served By Retail Water Service	Historical Population Served By Wholesale Water Service	Historical Population Served By Wastewater Service
2013	21,596		21,246
2012	20,800		20,450
2011	20,570		20,220
2010	20,329		19,979
2009	19,840		19,490

3. Provide the projected service area population for the following decades.

Year	Projected Population Served By Retail Water Service	Projected Population Served By Wholesale Water Service	Projected Population Served By Wastewater Service
2020	25,000		24,650
2030	28,499		28,149
2040	28,499		28,149
2050	28,499		28,149
2060	28,499		28,149

4. Describe the source(s)/method(s) for estimating current and projected populations.

U.S. Census population estimates, NCTCOG population estimates, TWDB population estimates, staff population estimates for population served by wastewater service

B. System Input

Provide system input data for the previous five years.

Total System Input = Self-supplied + Imported – Exported

Year	Self-supplied Water in Gallons	Purchased/Imported Water in Gallons	Exported Water in Gallons	Total System Input	Total GPCD
2013		1,089,696,000	0	1,089,696,000	138
2012		1,076,466,000	0	1,076,466,000	142
2011		1,294,619,000	0	1,294,619,000	172
2010		1,087,945,000	0	1,087,945,000	147
2009		1,036,216,000	0	1,036,216,000	143
Historic 5-year Average	0	1,116,988,400	0	1,116,988,400	148

C. Water Supply System (Attach description of water system)

1. Designed daily capacity of system 9,200,000 gallons per day.
2. Storage Capacity:
 Elevated 900,000 gallons
 Ground 6,000,000 gallons
3. List all current water supply sources in gallons.

Water Supply Source	Source Type*	Total Gallons
NTMWD	Contract	1,332,153,000
	Choose One	

*Select one of the following source types: *Surface water, Groundwater, or Contract*

4. If surface water is a source type, do you recycle backwash to the head of the plant?
 Yes _____ estimated gallons per day
 No

D. Projected Demands

1. Estimate the water supply requirements for the next ten years using population trends, historical water use, economic growth, etc.

Year	Population	Water Demands (gallons)
2014	22,028	1,189,952,560
2015	22,469	1,213,775,380
2016	22,918	1,238,030,360
2017	23,376	1,262,771,520
2018	23,844	1,288,052,880
2019	24,321	1,313,820,420
2020	25,000	1,350,500,000
2021	25,500	1,377,510,000
2022	26,010	1,405,060,200
2023	26,530	1,433,150,600

2. Describe sources of data and how projected water demands were determined. Attach additional sheets if necessary.

Projected 2% population growth. 2020 population estimated to concur with NCTCOG and NTMWD estimates
 Projected demand: Averaged 148 GPCD (previous 5 year avg) from 2014 to 2023

E. High Volume Customers

- List the annual water use, in gallons, for the five highest volume **RETAIL customers**. Select one of the following water use categories to describe the customer; choose Residential, Industrial, Commercial, Institutional, or Agricultural.

Retail Customer	Water Use Category*	Annual Water Use	Treated or Raw
Sachse High School	Institutional	10,557,300	Treated
Heritage Park	Institutional	6,251,180	Treated
Hudson Middle School	Institutional	4,516,700	Treated
Armstrong Elementary	Institutional	3,590,020	Treated
Sewell Elementary	Institutional	2,842,540	Treated

*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use](#).

- If applicable, list the annual water use for the five highest volume **WHOLESALE customers**. Select one of the following water use categories to describe the customer; choose Municipal, Industrial, Commercial, Institutional, or Agricultural.

Wholesale Customer	Water Use Category*	Annual Water Use	Treated or Raw
	Choose One		Choose One
	Choose One		Choose One
	Choose One		Choose One
	Choose One		Choose One
	Choose One		Choose One

*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use](#).

F. Utility Data Comment Section

Provide additional comments about utility data below.

Section II: System Data

A. Retail Connections

1. List the active retail connections by major water use category.

Water Use Category*	Active Retail Connections			
	Metered	Unmetered	Total Connections	Percent of Total Connections
Residential – Single Family	7,135		7,135	91%
Residential – Multi-family (units)	380		380	5%
Industrial			0	0%
Commercial	225		225	3%
Institutional	86		86	1%
Agricultural			0	0%
TOTAL	7,826	0	7,826	

*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use](#).

2. List the net number of new retail connections by water use category for the previous five years.

Water Use Category*	Net Number of New Retail Connections				
	2013	2012	2011	2010	2009
Residential – Single Family	140	136	98	124	141
Residential – Multi-family (units)					
Industrial					
Commercial	4	3	4	2	2
Institutional		2	6		
Agricultural					
TOTAL	144	141	108	126	143

*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use](#).

B. Accounting Data

For the previous five years, enter the number of gallons of RETAIL water provided in each major water use category.

Water Use Category*	Total Gallons of Retail Water				
	2013	2012	2011	2010	2009
Residential - Single Family	771,688,000	838,176,200	935,110,200	830,360,000	705,555,000
Residential – Multi-family	16,454,000	13,830,000	15,052,800	15,112,000	15,112,000
Industrial					
Commercial	40,603,000	84,026,400	67,080,000	73,031,000	66,261,000
Institutional	33,103,000				
Agricultural					
TOTAL	861,848,000	936,032,600	1,017,243,000	918,503,000	786,928,000

*For definitions on recommended customer categories for classifying customer water use, refer to the online [Guidance and Methodology for Reporting on Water Conservation and Water Use](#).

C. Residential Water Use

For the previous five years, enter the residential GPCD for single family and multi-family units.

Water Use Category*	Residential GPCD				
	2013	2012	2011	2010	2009
Residential - Single Family	110	123	137	118	103
Residential – Multi-family	44	38	45	40	40

D. Annual and Seasonal Water Use

- For the previous five years, enter the gallons of treated water provided to RETAIL customers.

Month	Total Gallons of Treated Retail Water				
	2013	2012	2011	2010	2009
January	35,933,000	44,009,000	46,432,000	41,760,400	52,037,100
February	43,268,000	39,951,000	43,853,000	46,145,500	44,431,600
March	49,382,000	39,570,000	46,358,000	37,060,700	61,540,600
April	50,370,000	47,733,000	77,891,000	55,155,000	53,273,200
May	74,518,000	72,632,000	73,124,000	75,827,200	55,169,800
June	73,550,000	89,203,000	100,912,000	118,106,700	89,276,300
July	99,097,000	110,991,000	162,976,000	128,718,700	119,570,800
August	115,308,000	145,330,000	186,976,000	161,497,600	100,957,000
September	140,578,000	113,135,000	193,110,000	126,061,400	118,776,700
October	80,272,000	88,825,000	100,805,000	89,566,200	51,182,800
November	55,144,000	76,378,000	56,175,000	75,650,500	42,640,900
December	44,428,000	68,277,000	42,303,000	51,835,800	50,177,500
TOTAL	861,848,000	936,034,000	1,130,915,000	1,007,385,700	839,034,300

2. For the previous five years, enter the gallons of raw water provided to RETAIL customers.

Month	Total Gallons of Raw Retail Water				
	2013	2012	2011	2010	2009
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
TOTAL	0	0	0	0	0

3. Summary of seasonal and annual water use.

Water Use	Seasonal and Annual Water Use					Average in Gallons
	2013	2012	2011	2010	2009	
Summer Retail (Treated + Raw)	287,955,000	345,524,000	450,864,000	408,323,000	309,804,100	360,494,020 5yr Average
TOTAL Retail (Treated + Raw)	861,848,000	936,034,000	1,130,915,000	1,007,385,700	839,034,300	955,043,400 5yr Average

E. Water Loss

Provide Water Loss data for the previous five years.

$$\text{Water Loss GPCD} = [\text{Total Water Loss in Gallons} \div \text{Permanent Population Served}] \div 365$$

$$\text{Water Loss Percentage} = [\text{Total Water Loss} \div \text{Total System Input}] \times 100$$

Year	Total Water Loss in Gallons	Water Loss in GPCD	Water Loss as a Percentage
2013	207,848,000	26	19%
2012	128,432,000	17	12%
2011	150,104,000	20	12%
2010	66,962,000	9	6%
2009	169,981,000	23	16%
5-year average	144,665,400	19	13%

F. Peak Water Use

Provide the Average Daily Water Use and Peak Day Water Use for the previous five years.

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (peak/avg)
2013	2,985,000	7,770,000	2.60
2012	2,949,000	7,283,000	2.47
2011	3,547,000	9,539,000	2.69
2010	2,980,000	7,362,000	2.47
2009	2,839,000	6,021,000	2.12

G. Summary of Historic Water Use

Water Use Category	Historic 5-year Average	Percent of Connections	Percent of Water Use
Residential SF	816,177,880	91%	1%
Residential MF	15,112,160	5%	0%
Industrial	0	0%	0%
Commercial	66,200,280	3%	0%
Institutional	6,620,600	1%	0%
Agricultural	0	0%	0%

H. System Data Comment Section

Provide additional comments about system data below.

Under G. Summary of Historic Water Use, the column for Percent of Water Use would not populate correctly.

Section III: Wastewater System Data

If you do not provide wastewater system services then you have completed the Utility Profile. Save and Print this form to submit with your Plan. Continue with the Water Conservation Plan Checklist to complete your Water Conservation Plan.

A. Wastewater System Data (Attach a description of your wastewater system.)

1. Design capacity of wastewater treatment plant(s): _____ gallons per day.
2. List the active wastewater connections by major water use category.

Water Use Category*	Active Wastewater Connections			
	Metered	Unmetered	Total Connections	Percent of Total Connections
Municipal			0	0%
Industrial			0	0%
Commercial			0	0%
Institutional			0	0%
Agricultural			0	0%
TOTAL	0	0	0	

2. What percent of water is serviced by the wastewater system? 98%
3. For the previous five years, enter the number of gallons of wastewater that was treated by the utility.

Month	Total Gallons of Treated Wastewater				
	2013	2012	2011	2010	2009
January	54,794,000	95,736,000	86,189,000	79,169,000	35,009,000
February	51,513,000	72,903,000	78,084,000	81,631,000	33,777,000
March	55,695,000	70,953,000	66,276,000	82,671,000	61,305,000
April	52,682,000	59,294,000	85,508,000	55,420,000	55,605,000
May	58,394,000	54,731,000	93,078,000	68,219,000	72,812,000
June	55,570,000	58,313,000	65,623,000	69,471,000	51,422,000
July	49,093,000	54,583,000	60,510,000	55,117,000	50,235,000
August	48,640,000	61,195,000	55,551,000	61,925,000	53,782,000
September	49,606,000	49,760,000	53,830,000	78,778,000	76,435,000
October	55,744,000	53,740,000	63,196,000	54,514,000	89,918,000
November	54,498,000	49,344,000	58,948,000	67,451,000	57,069,000
December	59,079,000	54,935,000	81,028,000	68,021,000	68,029,000
TOTAL	645,308,000	735,487,000	847,821,000	822,387,000	705,398,000

4. Can treated wastewater be substituted for potable water?
 Yes No

B. Reuse Data

1. Provide data on the types of recycling and reuse activities implemented during the current reporting period.

Type of Reuse	Total Annual Volume (in gallons)
On-site irrigation	
Plant wash down	
Chlorination/de-chlorination	
Industrial	
Landscape irrigation (parks, golf courses)	
Agricultural	
Discharge to surface water	
Evaporation pond	
Other	
TOTAL	0

C. Wastewater System Data Comment

Provide additional comments about wastewater system data below.

The City of Sachse contracts with the City of Garland for all Wastewater treatment. The totals above for 2009-2013 are effluent flow totals from 2 flow meters.

You have completed the Utility Profile. Save and Print this form to submit with your Plan. Continue with the [Water Conservation Plan Checklist](#) to complete your Water Conservation Plan.

APPENDIX D

**NTMWD MEMBER CITY AND CUSTOMER ANNUAL WATER
CONSERVATION REPORT**

APPENDIX D
NTMWD MEMBER CITY AND CUSTOMER WATER CONSERVATION REPORT
 Due: March 31 of every year

City of Sacrist
 Jeremy Wiseman
 01/24/2014
 2012
 7,836

Entity Reporting:
 Filled Out By:
 Date Completed:
 Year Covered:
 # of Connections

Recorded Deliveries and Sales by Month (in Million Gallons):

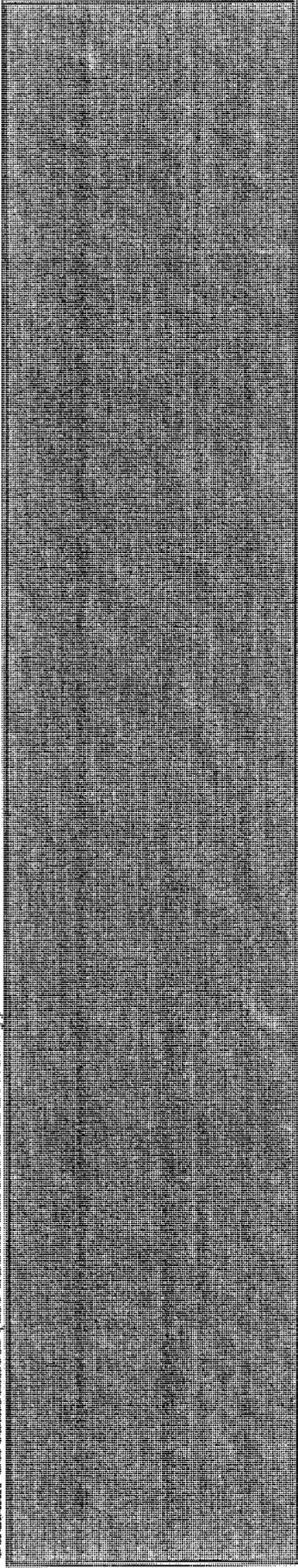
Month	Deliveries from NTMWD	Sales by Category						Total
		Other Supplies	Residential	Commercial	Public/Institutional	Industrial	Wholesale	
January	53,760		32,709	2,303	0,921			35,933
February	52,382		38,164	3,892	1,212			43,268
March	70,729		42,873	4,916	1,593			49,382
April	71,519		46,616	1,720	2,034			50,370
May	99,013		67,535	3,790	3,193			74,518
June	93,842		67,088	3,690	2,772			73,550
July	127,435		92,087	3,455	3,555			99,097
August	153,518		107,201	3,639	4,468			115,308
September	156,074		130,900	4,988	5,290			140,578
October	91,537		72,007	3,378	4,887			80,272
November	65,570		49,737	3,988	2,019			55,144
December	54,977		41,225	2,044	1,159			44,428
TOTAL	1,089,696	0.000	788,142	40,603	33,103	0.000	0.000	861,848

Peak Day Usage
 Peak Day (MG) 2,770 Total peak day use (Peak day delivery from NTMWD + other supplies)
 Average Day (MG) 2,985 Average day use (Annual deliveries from NTMWD + other supplies / 365 days)
 Peak/Average Day Ratio 2.603 Total peak day use/average day use

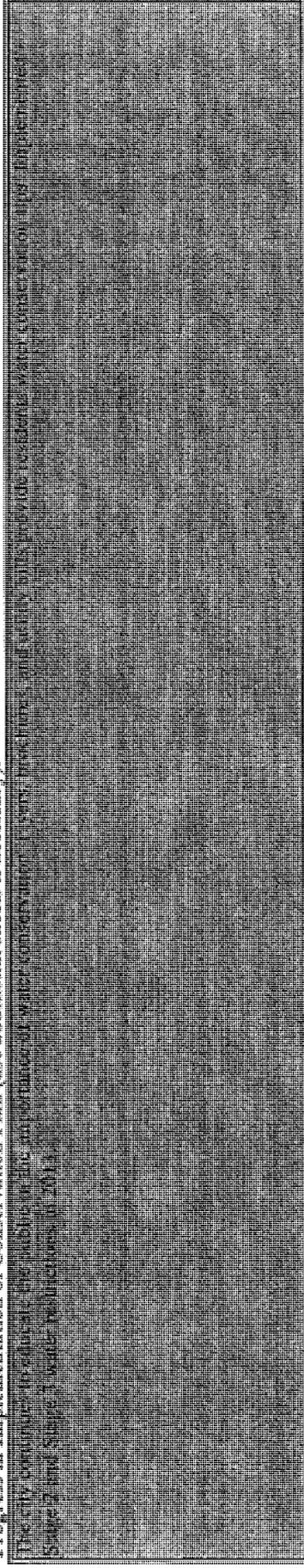
Unaccounted Water (Million Gallons):

NTMWD Deliveries 1,089,696 from Table above
 Other Supplies 0.000 from Table above
 Total Supplies 1,089,696 from Table above
 Total Sales 861,848 from Table above
 Estimated Fire Use 2,000 estimated from best available data
 Estimated Line Flushing Use 18,000 estimated from best available data
 Unaccounted Water 207,848
 % Unaccounted 19.07%
 Goal for % Unaccounted 12.00%

Unusual Circumstances (use additional sheets if necessary):



Progress in Implementation of Conservation Plan (use additional sheets if necessary):



The city continues to educate the public on the importance of water conservation. Many brochures and utility bills provide residents with information on the benefits of water conservation. (See Attachment 2013-2014 Water Conservation Report)

Conservation measures planned for next year (use additional sheets if necessary):

Update Water Conservation and Water Resource Management Plans for 2014. Continued enforcement of water use regulations.

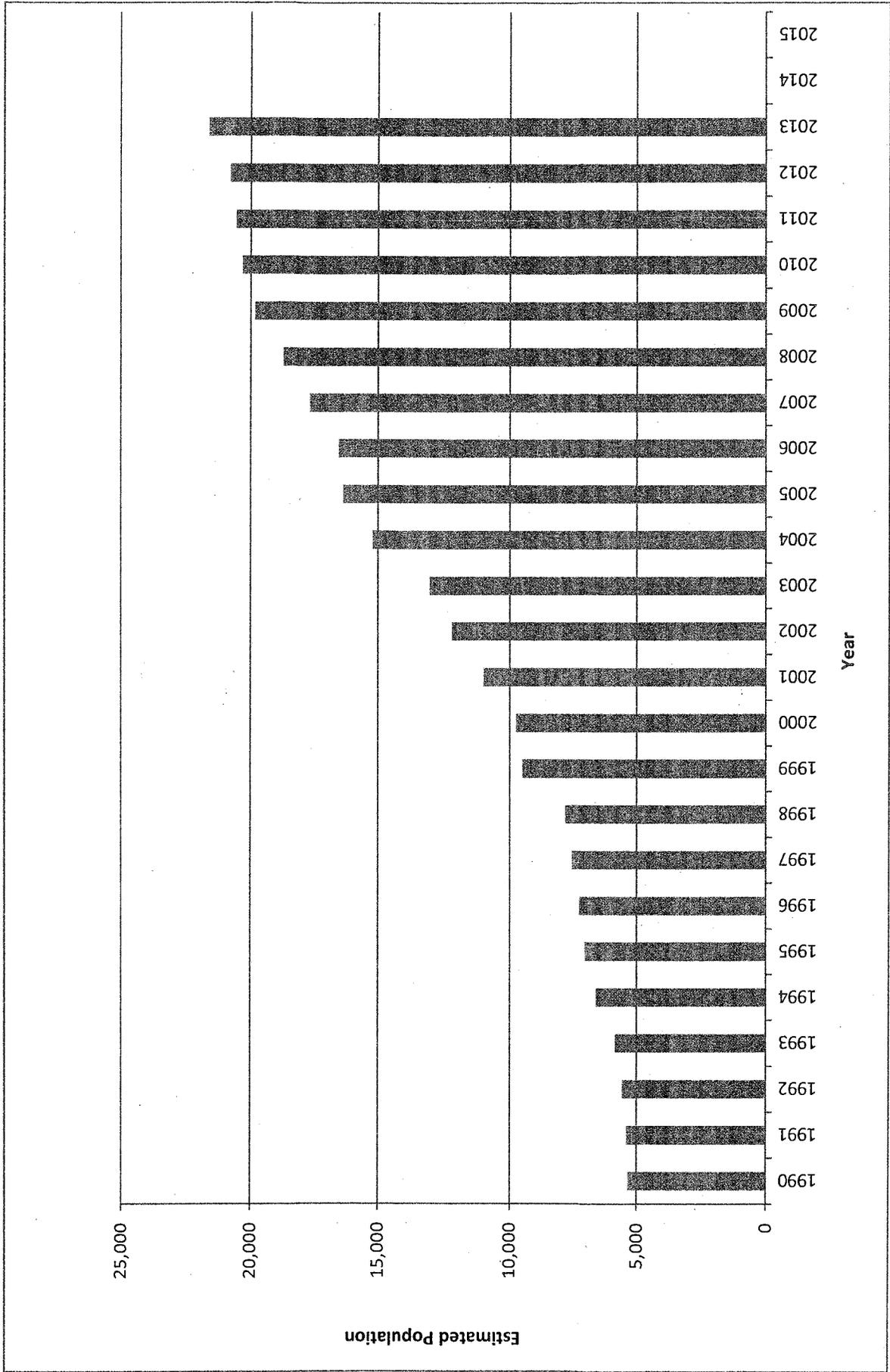
Assistance requested from North Texas Municipal Water District (use additional sheets if necessary):

Other (use additional sheets if necessary):

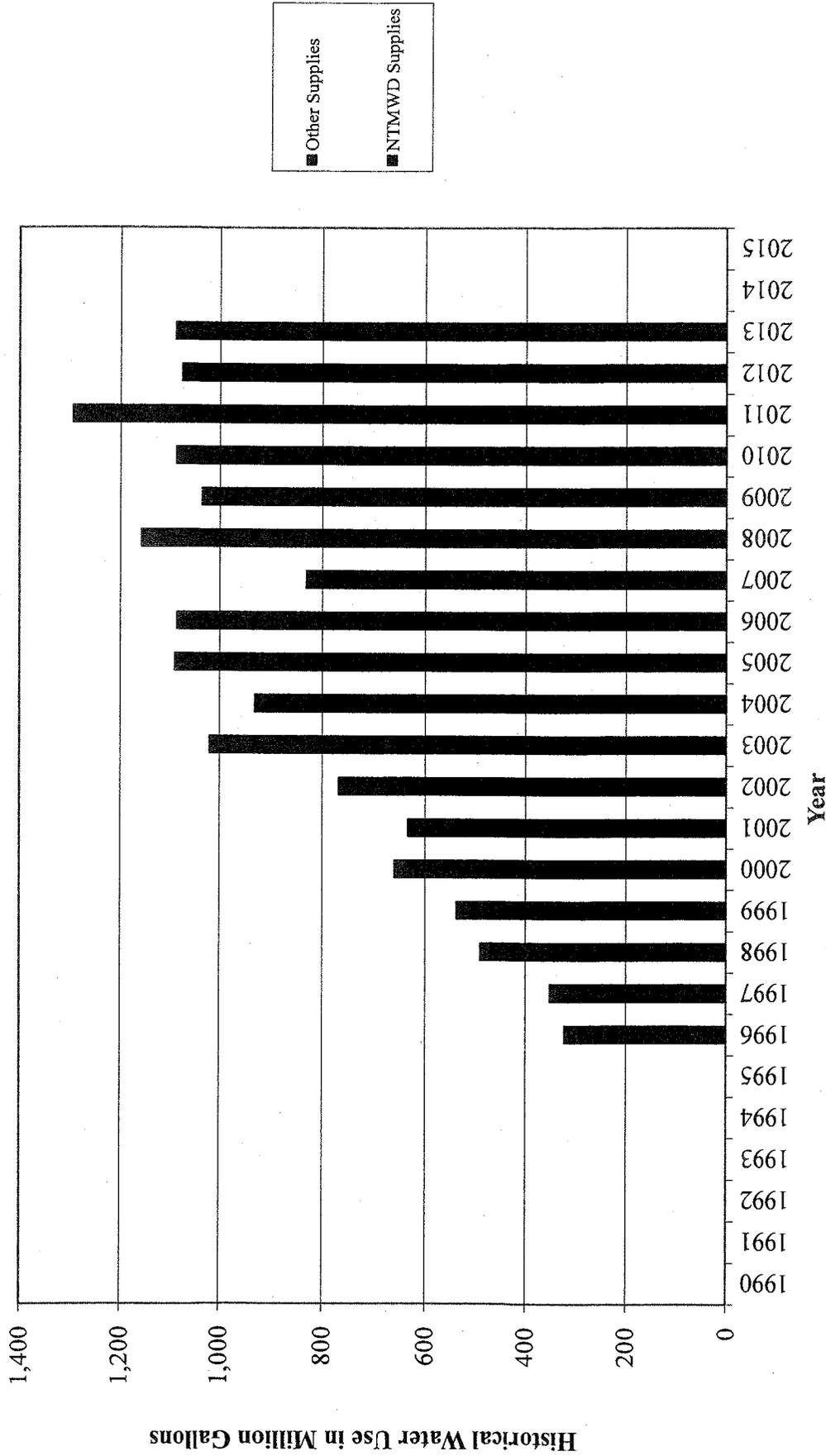
Historical Per Capita Use Data and Unaccounted Water for City of Sachse

Year	Estimated Population	In-City Municipal Use (MG)	Per Capita Municipal Use (gpcd)	Deliveries from NTMWD (MG)	Other Supplies (MG)	Total Metered Sales (MG)	Estimated Fire Use (MG)	Estimated Line Flushing (MG)	Unaccounted Water (MG)	% Unaccounted
1990	5,346	0.000	0	0.000	0.000	0.000			0.000	#DIV/0!
1991	5,400	0.000	0	0.000	0.000	0.000			0.000	#DIV/0!
1992	5,550	0.000	0	0.000	0.000	0.000			0.000	#DIV/0!
1993	5,850	0.000	0	0.000	0.000	0.000			0.000	#DIV/0!
1994	6,600	0.000	0	0.000	0.000	0.000			0.000	#DIV/0!
1995	7,000	0.000	0	0.000	0.000	0.000			0.000	#DIV/0!
1996	7,250	321.165	121	321.165	0.000	0.000			321.165	100.00%
1997	7,570	350.580	127	350.580	0.000	0.000			350.580	100.00%
1998	7,840	491.928	172	491.928	0.000	0.000			491.928	100.00%
1999	9,514	538.603	155	538.603	0.000	0.000			538.603	100.00%
2000	9,751	659.245	185	659.245	0.000	0.000			659.245	100.00%
2001	10,975	633.260	158	633.260	0.000	0.000			633.260	100.00%
2002	12,195	767.714	172	767.714	0.000	0.000			767.714	100.00%
2003	13,029	916.821	193	1,018.915	0.000	781.181			237.734	23.33%
2004	15,210	869.484	157	931.559	0.000	762.467			169.092	18.15%
2005	16,335	989.948	166	1,090.772	0.000	971.863			118.909	10.90%
2006	16,518	1,018.910	169	1,086.593	0.000	999.542			87.051	8.01%
2007	17,650	784.082	122	831.171	0.000	738.196			92.975	11.19%
2008	18,717	1,081.851	158	1,157.862	0.000	943.840	1.000	1.000	212.022	18.31%
2009	19,840	968.922	134	1,036.216	0.000	854.222	8.750	18.450	154.794	14.94%
2010	20,329	999.065	135	1,087.945	0.000	1,007.383	1.600	12.000	66.962	6.15%
2011	20,570	1,180.947	157	1,294.619	0.000	1,130.915	1.600	12.000	150.104	11.59%
2012	20,800	1,001.649	132	1,076.466	0.000	936.034	1.000	11.000	128.432	11.93%
2013	21,596	1,089.696	138	1,089.696	0.000	861.848	2.000	18.000	207.848	19.07%
2014	0	0.000	#DIV/0!	0.000	0.000	0.000			0.000	#DIV/0!
2015	0	0.000	#DIV/0!	0.000	0.000	0.000			0.000	#DIV/0!

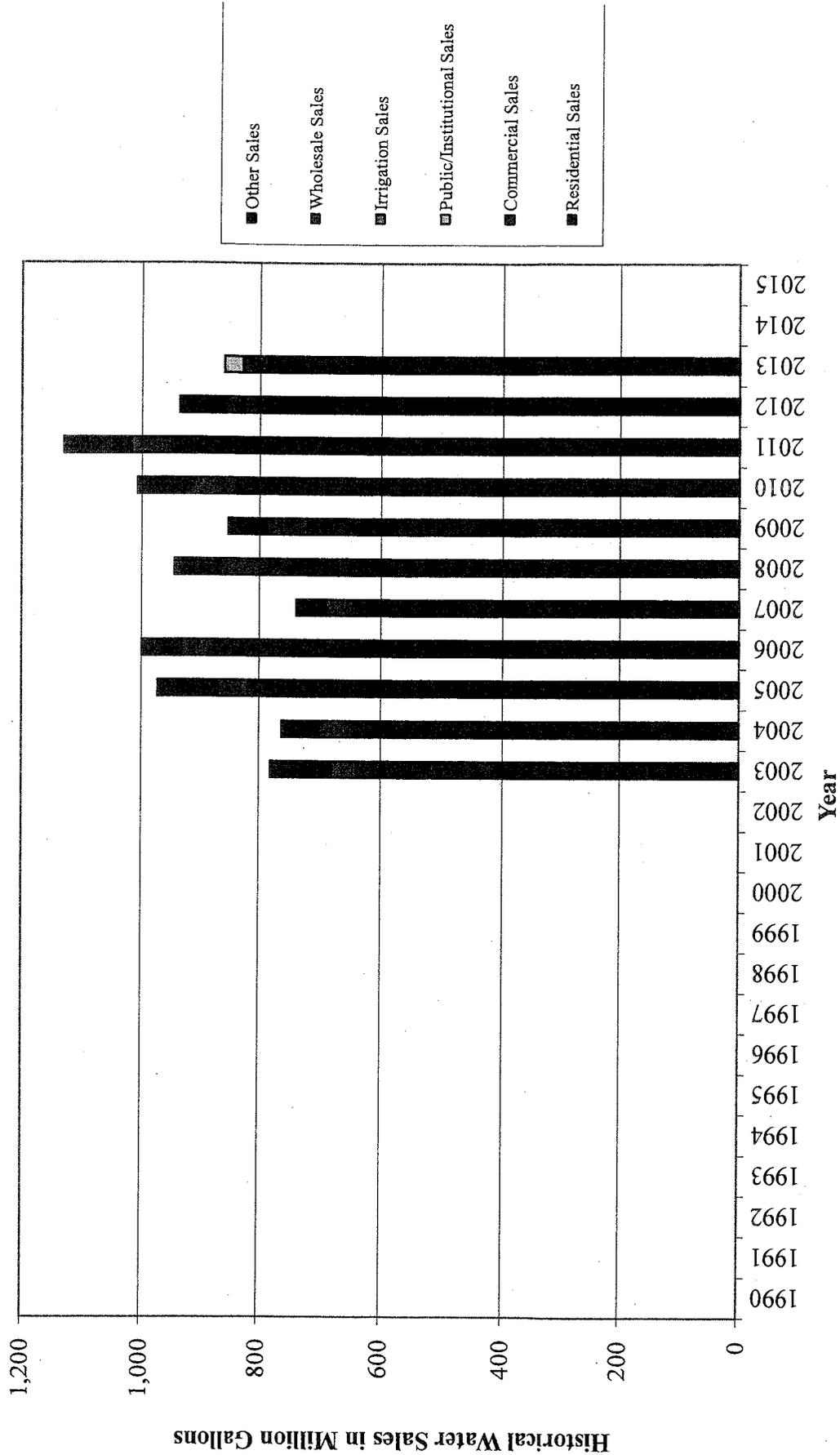
Note: In-city municipal use = total water supplied less sales to industry, wholesale sales and other sales.



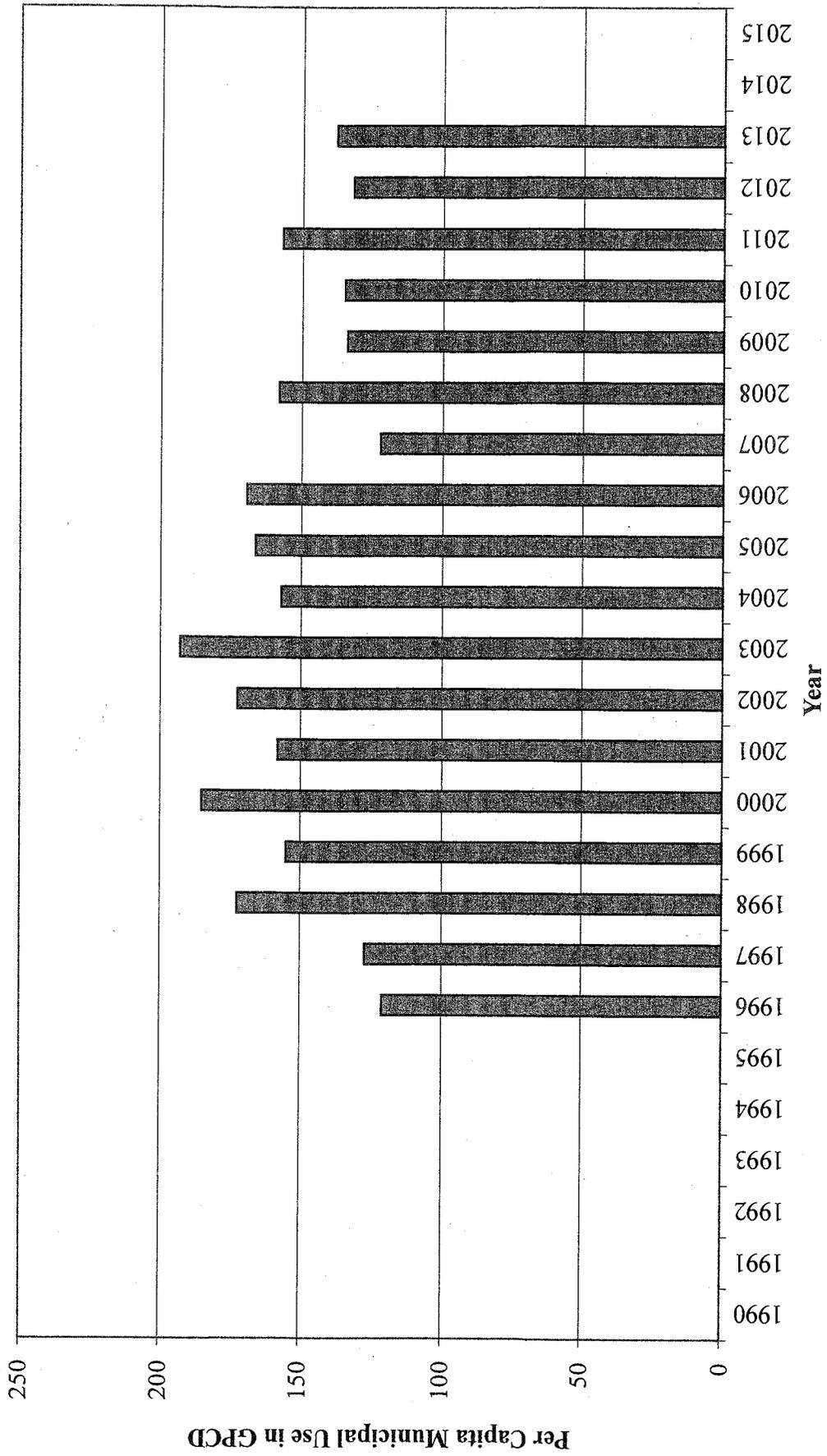
Historical Water Use



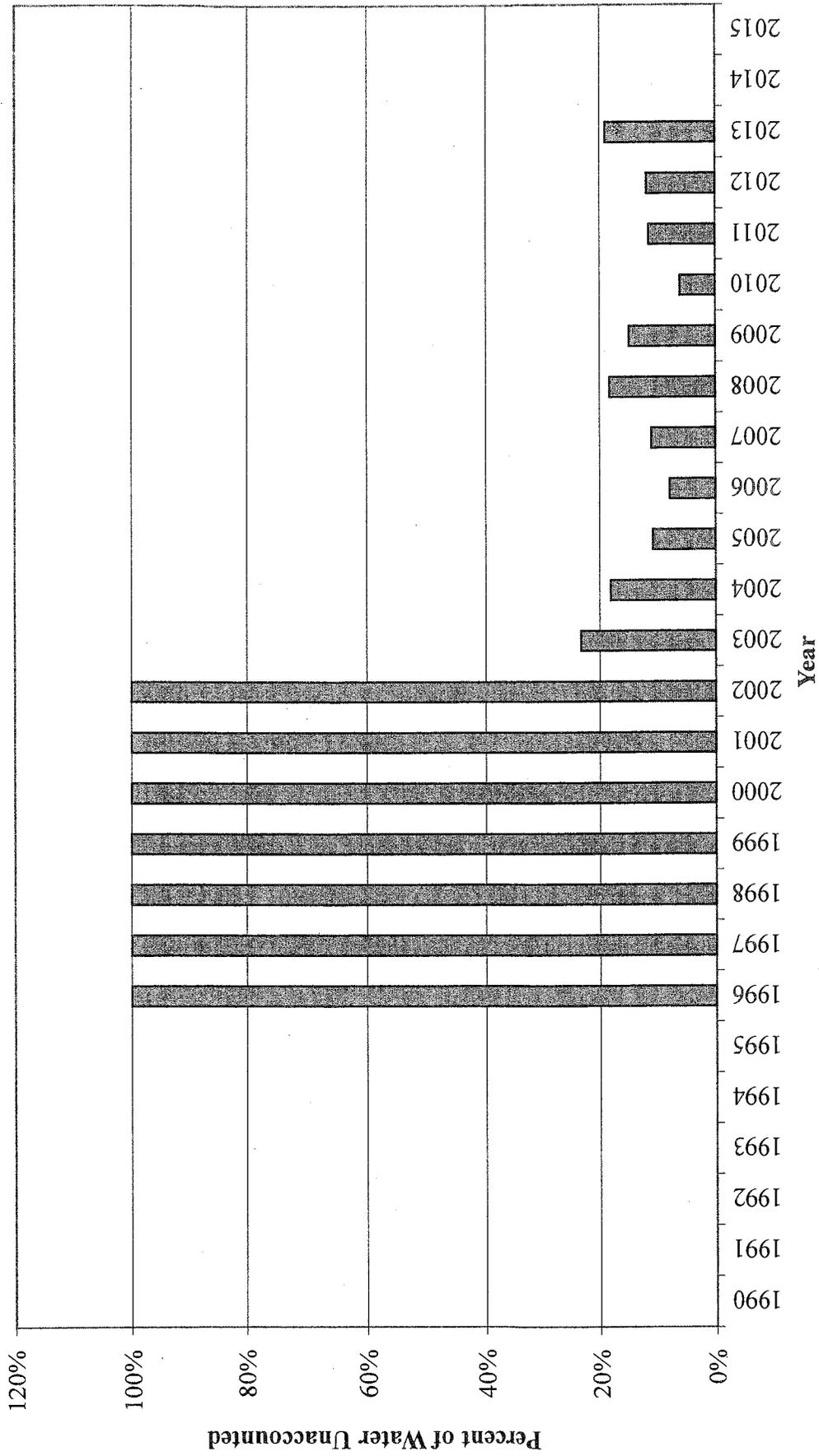
Historical Water Sales by Classification



Historical Per Capita Municipal Use



Historical Percent Unaccounted Water



APPENDIX E
CONSIDERATIONS FOR LANDSCAPE WATER MANAGEMENT
REGULATIONS

APPENDIX E
CONSIDERATIONS FOR LANDSCAPE WATER MANAGEMENT
REGULATIONS

A. Purpose

The purpose of these proposed landscape water management regulations is to provide a consistent mechanism for preventing the waste of water resources. To enact these provisions, entities must verify legal authority to adopt such provisions, and must promulgate valid rules, orders, or ordinances.

B. Required Measures

The following landscape water conservation measures are required to be included in the landscape management regulations adopted and enforced in this plan.

1. Lawn and Landscape Irrigation Restrictions

- a. A person commits an offense if the person irrigates, waters, or knowingly or recklessly causes or allows the irrigation or watering of any lawn or landscape located on any property owned, leased, or managed by the person between the hours of 10:00 a.m. and 6:00 p.m. from April 1 through October 31 of any year.
- b. A person commits an offense if the person knowingly or recklessly irrigates, waters, or causes or allows the irrigation or watering of lawn or landscape located on any property owned, leased, or managed by that person in such a manner that causes:
 - 1) over-watering lawn or landscape, such that a constant stream of water overflows from the lawn or landscape onto a street or other drainage area; or
 - 2) irrigating lawn or landscape during any form of precipitation or freezing conditions. This restriction applies to all forms of irrigation, including automatic sprinkler systems; or
 - 3) the irrigation of impervious surfaces or other non-irrigated areas, wind driven water drift taken into consideration.
- c. A person commits an offense if the person knowingly or recklessly allows the irrigation or watering of any lawn or landscape located on any property owned, leased, or managed by the person more than two days per week.

2. Rain and Freeze Sensors and/or ET or Smart Controllers

Any new irrigation system installed on or after November 4, 2004, must be equipped with rain and freeze sensing devices and/or ET or Smart controllers in compliance with state design and installation regulations.

- a. A person commits an offense on property owned, leased or managed if the person:
 - 1) knowingly or recklessly installs or allows the installation of new irrigation systems in violation of Subsection B.2.a; or
 - 2) knowingly or recklessly operates or allows the operation of an irrigation system that does not comply with Subsection B.2.a.

3. Filling or Refilling of Ponds

A person commits an offense if the person knowingly or recklessly fills or refills any natural or manmade pond located on any property owned, leased, or managed by the person by introducing any treated water to fill or refill the pond. This does not restrict the filling or maintenance of pond levels by the effect of natural water runoff or the introduction of well water into the pond. A pond is considered to be a still body of water with a surface area of 500 square feet or more.

4. Washing of Vehicles

A person commits an offense if the person knowingly or recklessly washes a vehicle without using a water hose with a shut-off nozzle on any property owned, leased, or managed by the person.

5. Enforcement

Each entity will develop its own set of penalties for violations of the ordinance, order, or resolution. The ordinance, order, or resolution will designate the responsible official(s) to implement and enforce the landscape water conservation measures.

C. Recommended Measures

1. Lawn and Landscape Irrigation Restrictions

- a. A person commits an offense if the person knowingly or recklessly operates a lawn or irrigation system or device on property that the person owns, leases, or manages that:
 - 1) has broken or missing sprinkler head(s); or
 - 2) has not been properly maintained to prevent the waste of water.

- b. A person commits an offense if the person knowingly or recklessly overseeds a lawn with rye or winter grass on property that the person owns, leases, or manages. Golf courses and public athletic fields are exempt from this restriction.
 - c. All new athletic fields must have separate irrigation systems that are capable of irrigating the playing fields separately from other open spaces.
2. Rain and Freeze Sensors
- a. Existing irrigation systems must be retrofitted with similar rain and freeze sensors and be capable of multiprogramming within 5 years.

D. Variances

1. In special cases, variances may be granted to persons demonstrating extreme hardship or need. Variances may be granted under the following circumstances:
- a. the applicant must sign a compliance agreement agreeing to irrigate or water the lawn and/or landscape only in the amount and manner permitted by the variance; and
 - b. the variance must not cause an immediate significant reduction to the water supply; and
 - c. the extreme hardship or need requiring the variance must relate to the health, safety, or welfare of the person making the request; and
 - d. the health, safety, and welfare of the public and the person making the request must not be adversely affected by the requested variance.
2. A variance will be revoked upon a finding that:
- a. the applicant can no longer demonstrate extreme hardship or need; or
 - b. the terms of the compliance agreement are violated; or
 - c. the health, safety, or welfare of the public or other persons requires revocation.

APPENDIX F

LETTERS TO REGION C AND REGION D WATER PLANNING GROUPS

APPENDIX F

LETTERS TO REGION C AND REGION D WATER PLANNING GROUPS

Date

Region C Water Planning Group
North Texas Municipal Water District
P.O. Box 2408
Wylie, TX 75098

Dear Sir:

Enclosed please find a copy of the recently updated Model Water Conservation Plan for the Member Cities and Customers of the North Texas Municipal Water District. I am submitting a copy of this model plan to the Region C Water Planning Group in accordance with the Texas Water Development Board and Texas Commission on Environmental Quality rules. The Board of the North Texas Municipal Water District adopted the updated model plan on _____, 2013.

Sincerely,

Jim Parks
North Texas Municipal Water District

Date

Mr. Bret McCoy
Chair, Region D Water Planning Group
700 CR3347 Omaha, TX 75571

Dear Mr. McCoy:

Enclosed please find a copy of the recently updated Model Water Conservation Plan for the Member Cities and Customers of the North Texas Municipal Water District. I am submitting a copy of this model plan to the Region D Water Planning Group in accordance with the Texas Water Development Board and Texas Commission on Environmental Quality rules. The Board of the North Texas Municipal Water District adopted the updated model plan on _____, 2013.

Sincerely,

Jim Parks
Executive Director
North Texas Municipal Water District

APPENDIX G

ADOPTION OF WATER CONSERVATION PLAN

APPENDIX G

ADOPTION OF WATER CONSERVATION PLAN

Municipal Ordinance Adopting Water Conservation Plan

Ordinance No. _____

AN ORDINANCE ADOPTING A WATER CONSERVATION PLAN FOR THE CITY OF _____ TO PROMOTE RESPONSIBLE USE OF WATER AND TO PROVIDE FOR PENALTIES AND/OR THE DISCONNECTION OF WATER SERVICE FOR NONCOMPLIANCE WITH THE PROVISIONS OF THE WATER CONSERVATION PLAN.

WHEREAS, the City of _____, Texas (the "City"), recognizes that the amount of water available to its water customers is limited; and

WHEREAS, the City recognizes that due to natural limitations, drought conditions, system failures and other acts of God which may occur, the City cannot guarantee an uninterrupted water supply for all purposes at all times; and

WHEREAS, the Water Code and the regulations of the Texas Commission on Environmental Quality (the "Commission") require that the City adopt a Water Conservation Plan; and

WHEREAS, the City has determined an urgent need in the best interest of the public to adopt a Water Conservation Plan; and

WHEREAS, pursuant to Chapter 54 of the Local Government Code, the City is authorized to adopt such Ordinances necessary to preserve and conserve its water resources; and

WHEREAS, the City Council of the City of _____ desires to adopt the North Texas Municipal Water District (the "NTMWD") Model Water Conservation Plan as official City policy for the conservation of water.

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

Section 1. The City Council hereby approves and adopts the NTMWD Model Water Conservation Plan (the "Plan"), attached hereto as Addendum A, as if recited verbatim herein. The City commits to implement the requirements and procedures set forth in the adopted Plan.

Section 2. Any customer, defined pursuant to 30 Tex. Admin. Code Chapter 291, failing to comply with the provisions of the Plan shall be subject to a fine of up to two thousand dollars (\$2,000.00) and/or discontinuance of water service by the City. Proof of a culpable mental state is not required for a conviction of an offense under this section. Each day a customer fails to comply with the Plan is a

separate violation. The City's authority to seek injunctive or other civil relief available under the law is not limited by this section.

Section 3. The City Council does hereby find and declare that sufficient written notice of the date, hour, place and subject of the meeting adopting this Ordinance was posted at a designated place convenient to the public for the time required by law preceding the meeting, that such place of posting was readily accessible at all times to the general public, and that all of the foregoing was done as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the posting thereof.

Section 4. Should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected.

Section 5. The City Manager or his designee is hereby directed to file a copy of the Plan and this Ordinance with the Commission in accordance with Title 30, Chapter 288 of the Texas Administrative Code.

Section 6. The City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this ordinance as an alternative method of publication provided by law.

Section 7. {If Applicable} Ordinance No. _____, adopted on _____, is hereby repealed.

Passed by the City Council on this ___ day of _____, _____.

Mayor

Attest:

City Secretary

APPENDIX H
TCEQ WATER CONSERVATION IMPLEMENTATION REPORT

Water Conservation Plan Annual Report

Retail Water Supplier

CONTACT INFORMATION

Name of Entity: City of Sachse

Public Water Supply Identification Number (PWS ID): 0570057

Certificate of Convenience and Necessity (CCN) Number: _____

Surface Water Rights ID Number: _____

Wastewater ID Number: _____

Check all that apply:

- Retail Water Supplier
- Wholesale Water Supplier
- Wastewater Treatment Utility

Address: 3815-B Sachse Rd City: Sachse Zip Code: 75048

Email: jwiseman@cityofsachse.com Telephone Number: 972-495-7600

Regional Water Planning Group: C [Map](#)

Groundwater Conservation District: _____ [Map](#)

Form Completed By: Jeremy Wiseman Title: P.W. Superintendent

Date: 03/06/2014

Reporting Period (check only one):

- Fiscal Period Begin (mm/yyyy) _____ Period End (mm/yyyy) _____
- Calendar Period Begin (mm/yyyy) 01/2013 Period End (mm/yyyy) 12/2013

Check all of the following that apply to your entity:

- Receive financial assistance of \$500,000 or more from TWDB
- Have 3,300 or more retail connections
- Have a water right with TCEQ

SYSTEM DATA

Retail Customer Categories*

- Residential Single Family
- Residential Multi-family
- Industrial
- Commercial
- Institutional
- Agricultural

**Recommended Customer Categories for classifying your customer water use. For definitions, refer to Guidance and Methodology on Water Conservation and Water Use.*

1. For this reporting period, select the category(s) used to classify customer water use:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Residential Single Family | <input checked="" type="checkbox"/> Commercial |
| <input checked="" type="checkbox"/> Residential Multi-family | <input checked="" type="checkbox"/> Institutional |
| <input type="checkbox"/> Industrial | <input type="checkbox"/> Agricultural |

2. For this reporting period, enter the gallons of **metered retail water** used by each customer category. If the Customer Category does not apply, enter zero or leave blank.

Retail Customer Category	Number of Connections	Gallons Metered
Residential Single Family	7,135	771,688,000
Residential Multi-family	380	16,454,000
Industrial		
Commercial	225	40,603,000
Institutional	86	33,103,000
Agricultural		
Total Retail Water Metered¹	7,826	861,848,000

1. Residential + Industrial + Commercial + Institutional + Agricultural = Total Retail Water Metered

Water Use Accounting

	Total Gallons During the Reporting Period
Water Produced: Water from permitted sources such as rivers, lakes, streams, and wells. <i>Same as line 14 of the water loss audit.</i>	0
Wholesale Water Imported: Purchased wholesale water transferred into the system. <i>Same as line 15 of the water loss audit.</i>	1,089,696,000
Wholesale Water Exported: Wholesale water sold or transferred out of the system. <i>Same as line 16 of the water loss audit.</i>	0
System Input: Total water supplied to system and available for retail use.	1,089,696,000
	Produced + Imported – Exported = System Input
Total Retail Water Metered	861,848,000
Other Authorized Consumption: Water that is authorized for other uses such as the following: This water may be metered or unmetered. <i>Same as the total of lines 19, 20, and 21 of the water loss audit.</i> <ul style="list-style-type: none"> - back flushing - line flushing - storage tank cleaning - municipal golf courses/parks - fire department use - municipal government offices 	20,000,000
Total Authorized Use: All water that has been authorized for use.	881,848,000
	Total Retail Water + Other Authorized Consumption = Total Authorized Use
Apparent Losses: Water that has been consumed but not properly measured or billed. <i>Same as line 28 of the water loss audit.</i> <i>(Includes losses due to customer meter accuracy, systematic data discrepancy, unauthorized consumption such as theft)</i>	11,429,775
Real Losses: Physical losses from the distribution system prior to reaching the customer destination. <i>Same as line 29 of the water loss audit.</i> <i>(Includes physical losses from system or mains, reported breaks and leaks, or storage overflow)</i>	2,000,000
Unidentified Water Losses: Unreported losses not known or quantified.	194,418,225
	System Input - Total Authorized Use - Apparent Losses - Real Losses = Unidentified Water Losses
Total Water Loss	207,848,000
	Apparent + Real + Unidentified = Total Water Loss

Targets and Goals

Provide the **specific and quantified five and ten-year targets** as listed in your current Water Conservation Plan. Target dates and numbers should match your current Water Conservation Plan.

Achieve Date	Target for Total GPCD	Target for Water Loss (expressed in GPCD)	Target for Water Loss Percentage (expressed in percentage)
Five-year target date: 2014	147	17	12
Ten-year target date: 2019	141	17	12

Gallons Per Capita per Day (GPCD) and Water Loss

Provide current GPCD and water loss totals. To see if you are making progress towards your stated goals, compare these totals to the above targets and goals. Provide the population and residential water use of your service area.

Total System Input in Gallons	Permanent Population¹	Total GPCD
1,089,696,000 Water Produced + Wholesale Imported - Wholesale Exported	21,596	138 (System Input ÷ Permanent Population) ÷ 365

1. Permanent Population is the total permanent population of the service area, including single family, multi-family, and group quarter populations.

Residential Use in Gallons (Single Family + Multi-family)	Residential Population¹	Residential GPCD
788,142,000	21,596	100 (Residential Use ÷ Residential Population) ÷ 365

1. Residential Population is the total residential population of the service area, including only single family and multi-family populations.

Total Water Loss	Permanent Population	Water Loss	
		GPCD¹	Percent²
207,848,000 Apparent + Real + Unidentified = Total Water Loss	21,596	26	19%

1. (Total Water Loss ÷ Permanent Population) ÷ 365 = Water Loss GPCD
 2. (Total Water Loss ÷ Total System Input) x 100 = Water Loss Percentage

Water Conservation Programs and Activities

As you complete this section, review your utility's water conservation plan to see if you are making progress towards meeting your stated goals.

1. What year did your entity adopt or revise the most recent Water Conservation Plan? 2009
2. Does The Plan incorporate Best Management Practices? Yes No
3. Using the table below select the types of Best Management Practices or water conservation strategies actively administered during this reporting period and estimate the savings incurred in implementing water conservation activities and programs. Leave fields blank if unknown.

Methods and techniques for determining gallons saved are unique to each utility as they conduct internal effective cost analyses and long-term financial planning. Texas Best Management Practices can be found at TWDB's Water Conservation Best Management Practices [webpage](#). The [Alliance for Water Efficiency Water Conservation Tracking Tool](#) may offer guidance on determining and calculating savings for individual BMPs.

Best Management Practice	Check if Implemented	Estimated Gallons Saved
Conservation Analysis and Planning		
Conservation Coordinator	<input type="checkbox"/>	
Cost Effective Analysis	<input type="checkbox"/>	
Water Survey for Single Family and Multi-family Customers	<input type="checkbox"/>	
Financial		
Wholesale Agency Assistance Programs	<input type="checkbox"/>	
Water Conservation Pricing	<input checked="" type="checkbox"/>	
System Operations		
Metering New Connections and Retrofitting Existing Connections	<input checked="" type="checkbox"/>	
System Water Audit and Loss Control	<input checked="" type="checkbox"/>	
Landscaping		
Landscape Irrigation Conservation and Incentives	<input type="checkbox"/>	
Athletic Fields Conservation	<input type="checkbox"/>	
Golf Course Conservation	<input type="checkbox"/>	
Park Conservation	<input type="checkbox"/>	
Education and Public Awareness		
School Education	<input type="checkbox"/>	
Public Information	<input checked="" type="checkbox"/>	
Rebate, Retrofit, and Incentive Programs		
Conservation Programs for ICI Accounts	<input type="checkbox"/>	
Residential Clothes Washer Incentive Program	<input type="checkbox"/>	
Water Wise Landscape Design and Conversion Programs	<input type="checkbox"/>	

Showerhead, Aerator, and Toilet Flapper Retrofit	<input type="checkbox"/>	
Residential Toilet Replacement Programs	<input type="checkbox"/>	
ICI Incentive Programs	<input type="checkbox"/>	
Conservation Technology		
Water Reuse	<input type="checkbox"/>	
New Construction Graywater	<input type="checkbox"/>	
Rainwater Harvesting and Condensate Reuse	<input type="checkbox"/>	
Regulatory and Enforcement		
Prohibition on Wasting Water	<input checked="" type="checkbox"/>	
Other, please describe:		
Total Gallons of Water Saved		0

4. For this reporting period, provide the estimated gallons of direct or indirect reuse activities.

Reuse Activity	Estimated Volume (in gallons)
On-site irrigation	
Plant wash down	
Chlorination/de-chlorination	
Industrial	
Landscape irrigation (parks, golf courses)	
Agricultural	
Other, please describe:	
Total Volume of Reuse	0

5. For this reporting period, estimate the savings from water conservation activities and programs.

Gallons Saved/Conserved	Gallons Recycled/Reused	Total Volume of Water Saved ¹	Dollar Value of Water Saved ²
	0	0	

1. Estimated Gallons Saved/Conserved + Estimated Gallons Recycled/Reused = Total Volume Saved
 2. Estimate this value by taking into account water savings, the cost of treatment or purchase of water, and deferred capital costs due to conservation.

6. During this reporting period, did your rates or rate structure change? Yes No

Select the type of rate pricing structures used. Check all that apply.

<input type="checkbox"/>	Uniform Rates	<input type="checkbox"/>	Water Budget Based Rates	<input type="checkbox"/>	Surcharge - seasonal
<input checked="" type="checkbox"/>	Flat Rates	<input type="checkbox"/>	Excess Use Rates	<input type="checkbox"/>	Surcharge - drought
<input checked="" type="checkbox"/>	Inclining/Inverted Block Rates	<input type="checkbox"/>	Drought Demand Rates	Other, please describe:	
<input type="checkbox"/>	Declining Block Rates	<input type="checkbox"/>	Tailored Rates		
<input type="checkbox"/>	Seasonal Rates	<input type="checkbox"/>	Surcharge - usage demand		

7. For this reporting period, select the public awareness or educational activities used.

	Implemented	Number/Unit
<i>Example: Brochures Distributed</i>	√	10,000/year
<i>Example: Educational School Programs</i>	√	50 students/month
Brochures Distributed	<input type="checkbox"/>	_____
Messages Provided on Utility Bills	<input checked="" type="checkbox"/>	7500
Press Releases	<input checked="" type="checkbox"/>	2/year
TV Public Service Announcements	<input type="checkbox"/>	_____
Radio Public Service Announcements	<input type="checkbox"/>	_____
Educational School Programs	<input type="checkbox"/>	_____
Displays, Exhibits, and Presentations	<input type="checkbox"/>	_____
Community Events	<input type="checkbox"/>	_____
Social Media campaigns	<input type="checkbox"/>	_____
Facility Tours	<input type="checkbox"/>	_____
Other :	<input type="checkbox"/>	_____

Leak Detection and Water Loss

1. During this reporting period, how many leaks were repaired in the system or at service connections? 150

Select the main cause(s) of water loss in your system.

- Leaks and breaks
- Un-metered utility or city uses
- Master meter problems
- Customer meter problems
- Record and data problems
- Other: _____
- Other: _____

2. For this reporting period, provide the following information regarding meter repair:

Type of Meter	Total Number	Total Tested	Total Repaired	Total Replaced
Production Meters	2	2		
Meters larger than 1 ½"				2
Meters 1 ½ or smaller				350

3. Does your system have automated meter reading? Yes No

Program Effectiveness and Drought

1. In your opinion, how would you rank the effectiveness of your conservation activities?

Customer Classification	Less Than Effective	Somewhat Effective	Highly Effective	Does Not Apply
Residential Customers	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Industrial Customers	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Institutional Customers	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Commercial Customers	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Agricultural Customers	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

2. During the reporting period, did you implement your Drought Contingency Plan?

Yes No

If yes, how many days were water use restrictions in effect? 365

If yes, check the reason(s) for implementing your Drought Contingency Plan.

- | | |
|--|---|
| <input checked="" type="checkbox"/> Water Supply Shortage
<input type="checkbox"/> High Seasonal Demand
<input type="checkbox"/> Capacity Issues | <input type="checkbox"/> Equipment Failure
<input type="checkbox"/> Impaired Infrastructure
<input type="checkbox"/> Other: |
|--|---|

3. Select the areas for which you would like to receive more technical assistance:

- | | |
|--|--|
| <input type="checkbox"/> Best Management Practices
<input type="checkbox"/> Drought Contingency Plans
<input type="checkbox"/> Landscape Irrigation
<input checked="" type="checkbox"/> Leak Detection and Equipment
<input type="checkbox"/> Rainwater Harvesting
<input type="checkbox"/> Rate Structures | <input checked="" type="checkbox"/> Educational Resources
<input type="checkbox"/> Water Conservation Annual Reports
<input type="checkbox"/> Water Conservation Plans
<input type="checkbox"/> Water IQ: Know Your Water
<input type="checkbox"/> Water Loss Audits
<input type="checkbox"/> Recycling and Reuse |
|--|--|

SUBMIT

APPENDIX A
LIST OF REFERENCES

APPENDIX A

LIST OF REFERENCES

1. Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter B, Rules 288.20 and 288.22, downloaded from
[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=4&ti=30&pt=1&ch=288](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=4&ti=30&pt=1&ch=288),
June 2013
2. Freese and Nichols, Inc.: Model Water Resource Management Plan for NTMWD Members Cities and Customers, prepared for the North Texas Municipal Water District, Fort Worth, October 2012.
3. Definitions from City of Austin Water Conservation and Drought Contingency Ordinance adopted August 16, 2012.
http://www.austintexas.gov/sites/default/files/files/Water/Conservation/Planning_and_Policy/ProposedCodeRevision_DRAFT_with_watering_schedule-8-15-2012.pdf
4. Definition from City of San Antonio Water Conservation Ordinance adopted 2005.
http://saws.org/conservation/ordinance/docs/Ch34_Ordinance_2009.pdf
5. Definition developed by Freese and Nichols, Inc.
6. Freese and Nichols, Inc.: Water Conservation and Drought Contingency and Water Emergency Response Plan, prepared for North Texas Municipal Water District, Fort Worth, March 2008.
7. Texas Water Development Board, Texas Commission on Environmental Quality, Water Conservation Advisory Council. "Guidance and Methodology for Water Conservation Reporting.", December 2012.
8. Freese and Nichols, Inc., Alan Plummer and Associates, CP &Y Inc., Cooksey Communications, "2011 Region C Water Plan".

APPENDIX B

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES ON
DROUGHT CONTINGENCY PLANS**

APPENDIX B

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES ON DROUGHT CONTINGENCY PLANS

<u>TITLE 30</u>	ENVIRONMENTAL QUALITY
<u>PART 1</u>	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
<u>CHAPTER 288</u>	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
<u>SUBCHAPTER B</u>	DROUGHT CONTINGENCY PLANS
RULE §288.20	Drought Contingency Plans for Municipal Uses by Public Water Suppliers

(a) A drought contingency plan for a retail public water supplier, where applicable, must include the following minimum elements.

(1) Minimum requirements. Drought contingency plans must include the following minimum elements.

(A) Preparation of the plan shall include provisions to actively inform the public and affirmatively provide opportunity for public input. Such acts may include, but are not limited to, having a public meeting at a time and location convenient to the public and providing written notice to the public concerning the proposed plan and meeting.

(B) Provisions shall be made for a program of continuing public education and information regarding the drought contingency plan.

(C) The drought contingency plan must document coordination with the regional water planning groups for the service area of the retail public water supplier to ensure consistency with the appropriate approved regional water plans.

(D) The drought contingency plan must include a description of the information to be monitored by the water supplier, and specific criteria for the initiation and termination of drought response stages, accompanied by an explanation of the rationale or basis for such triggering criteria.

(E) The drought contingency plan must include drought or emergency response stages providing for

the implementation of measures in response to at least the following situations:

- (i) reduction in available water supply up to a repeat of the drought of record;
- (ii) water production or distribution system limitations;
- (iii) supply source contamination; or
- (iv) system outage due to the failure or damage of major water system components (e.g., pumps).

(F) The drought contingency plan must include specific, quantified targets for water use reductions to be achieved during periods of water shortage and drought. The entity preparing the plan shall establish the targets. The goals established by the entity under this subparagraph are not enforceable.

(G) The drought contingency plan must include the specific water supply or water demand management measures to be implemented during each stage of the plan including, but not limited to, the following:

- (i) curtailment of non-essential water uses; and
- (ii) utilization of alternative water sources and/or alternative delivery mechanisms with the prior approval of the executive director as appropriate (e.g., interconnection with another water system, temporary use of a non-municipal water supply, use of reclaimed water for non-potable purposes, etc.).

(H) The drought contingency plan must include the procedures to be followed for the initiation or termination of each drought response stage, including procedures for notification of the public.

(I) The drought contingency plan must include procedures for granting variances to the plan.

(J) The drought contingency plan must include procedures for the enforcement of mandatory water use restrictions, including specification of penalties (e.g., fines, water rate surcharges, discontinuation of service) for violations of such restrictions.

(2) Privately-owned water utilities. Privately-owned water utilities shall prepare a drought contingency plan in accordance with this section and incorporate such plan into their tariff.

(3) Wholesale water customers. Any water supplier that receives all or a portion of its water supply from another water supplier shall consult with that supplier and shall include in the drought contingency

plan appropriate provisions for responding to reductions in that water supply.

(b) A wholesale or retail water supplier shall notify the executive director within five business days of the implementation of any mandatory provisions of the drought contingency plan.

(c) The retail public water supplier shall review and update, as appropriate, the drought contingency plan, at least every five years, based on new or updated information, such as the adoption or revision of the regional water plan.

Source Note: The provisions of this §288.20 adopted to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384

APPENDIX C

LETTERS TO REGION C AND REGION D WATER PLANNING GROUPS

APPENDIX C

LETTERS TO REGION C AND REGION D WATER PLANNING GROUPS

Date

Region C Water Planning Group
c/o North Texas Municipal Water District
P.O. Box 2408
Wylie, TX 75098

Dear Sir:

Enclosed please find a copy of the Model Water Resource and Emergency Management Plan (which is an update to the previous Drought Contingency and Water Emergency Response Plan) for Member Cities and Customers of the North Texas Municipal Water District. I am submitting a copy of this plan to the Region C Water Planning Group in accordance with the Texas Water Development Board and Texas Commission on Environmental Quality rules. The Board of the North Texas Municipal Water District adopted the updated model plan on _____, 2013.

Sincerely,

James M. Parks, Executive Director
North Texas Municipal Water District

Date

Mr. Brett McCoy
Chair, Region D Water Planning Group
700 CR3347
Omaha, TX 75571

Dear Mr. McCoy:

Enclosed please find a copy of the recently updated Model Water Resource and Emergency Management Plan for Member Cities and Customers of the North Texas Municipal Water District. I am submitting a copy of this plan to the Region C Water Planning Group in accordance with the Texas Water Development Board and Texas Commission on Environmental Quality rules. The Board of the North Texas Municipal Water District adopted the updated model plan on _____, 2013.

Sincerely,

James M. Parks, Executive Director
North Texas Municipal Water District

APPENDIX D

ADOPTION OF WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN

APPENDIX D

**ADOPTION OF WATER RESOURCE AND EMERGENCY MANAGEMENT
PLAN**

Municipal Ordinance

Adopting Water Resource and Emergency Management Plan

Ordinance No. _____

AN ORDINANCE ADOPTING A WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN FOR THE CITY OF _____ TO PROMOTE RESPONSIBLE USE OF WATER AND TO PROVIDE FOR PENALTIES AND/OR THE DISCONNECTION OF WATER SERVICE FOR NONCOMPLIANCE WITH THE PROVISIONS OF THE WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN.

WHEREAS, the City of _____, Texas (the "City"), recognizes that the amount of water available to its water customers is limited; and

WHEREAS, the City recognizes that due to natural limitations, drought conditions, system failures and other acts of God which may occur, the City cannot guarantee an uninterrupted water supply for all purposes at all times; and

WHEREAS, the Water Code and the regulations of the Texas Commission on Environmental Quality (the "Commission") require that the City adopt a Water Resource and Emergency Management Plan; and

WHEREAS, the City has determined an urgent need in the best interest of the public to adopt a Water Resource and Emergency Management Plan; and

WHEREAS, pursuant to Chapter 54 of the Local Government Code, the City is authorized to adopt such Ordinances necessary to preserve and conserve its water resources; and

WHEREAS, the City Council of the City of ____ desires to adopt the North Texas Municipal Water District (the "NTMWD") Model Water Resource and Emergency Management Plan as official City policy for the conservation of water.

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

Section 1. The City Council hereby approves and adopts the NTMWD Model Water Resource and Emergency Management Plan (the "Plan"), attached hereto as Addendum A, as if recited verbatim herein. The City commits to implement the requirements and procedures set forth in the adopted Plan.

Section 2. Any customer, defined pursuant to 30 Tex. Admin. Code Chapter 291, failing to comply with the provisions of the Plan shall be subject to a fine of up to two thousand dollars (\$2,000.00) and/or discontinuance of water service by the City. Proof of a culpable mental state is not required for a conviction of an offense under this section. Each day a customer fails to comply with the Plan is a separate violation. The City's authority to seek injunctive or other civil relief available under the law is not limited by this section.

Section 3. The City Council does hereby find and declare that sufficient written notice of the date, hour, place and subject of the meeting adopting this Ordinance was posted at a designated place convenient to the public for the time required by law preceding the meeting, that such place of posting was readily accessible at all times to the general public, and that all of the foregoing was done as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the posting thereof.

Section 4. Should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected.

Section 5. The City Manager or his designee is hereby directed to file a copy of the Plan and this Ordinance with the Commission in accordance with Title 30, Chapter 288 of the Texas Administrative Code.

Section 6. The City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this ordinance as an alternative method of publication provided by law.

Section 7. {If Applicable} Ordinance No. _____, adopted on _____, is hereby repealed.

Passed by the City Council on this ____ day of _____, _____.

Mayor

Attest:

City Secretary