



Sachse, Texas

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

Meeting Agenda

City Council

Monday, July 1, 2013

7:30 PM

Council Chambers

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

The City Council of the City of Sachse will hold a Regular Meeting on Monday, July 1, 2013, at 7:30 p.m. in the Council Chambers at the Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas to consider the following items of business:

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

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

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

1. CONSENT AGENDA.

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

[13-1616](#) Consider approval of the minutes of the June 17, 2013, regular meeting.

Executive Summary

Minutes from the recent Council meeting.

Attachments: [Minutes 06.17.13.pdf](#)

[13-1620](#) Consider the acceptance of the resignation of Stephen Curtis from the Planning and Zoning Commission.

Executive Summary

Mr. Curtis has resigned his seat on the Commission.

Attachments: [Stephen Curtis.pdf](#)

[13-1621](#) Consider receiving the Monthly Revenue and Expenditure Report for the period ending May 31, 2013.

Attachments: [General Fund May 2013.pdf](#)
[Utility Fund May 2013.pdf](#)
[Debt Service May 2013.pdf](#)
[EDC May 2013.pdf](#)

[13-1626](#)

A Resolution of the City Council of the City of Sachse, Texas, hereby requesting that a signal progression study be performed on State Highway 78 from South Murphy Road to State Highway 205, and on Farm to Market Road 544 from Dublin Road to State Highway 78 in the cities of Sachse, Wylie, and Murphy; authorizing its execution by the City Manager; and providing for an effective date.

Executive Summary

State Highway 78 and Farm to Market Road 544 have large volumes of traffic each day, approaching 40,000 to 50,000 vehicles per day. City Staff for the cities of Sachse, Wylie, and Murphy are recommending that a request be made to TxDOT for a signal progression study along both corridors to improve traffic conditions in all three cities.

Attachments: [Signal Timing Request Resolution.pdf](#)

[13-1613](#)

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 Gerard & Associates; authorizing its execution by the City Manager, and providing for an effective date.

Executive Summary

This contract will allow the engineering consultant, Gerard & Associates, to begin final engineering design for three lighting projects, listed as follows: State Highway 78 from Murphy Road to 5th Street, 5th Street from State Highway 78 to Ranch Road, and the Sachse Industrial Park including Industrial Drive and Park Lane.

Attachments: [Lighting Design Contract.pdf](#)
[Lighting Design Resolution.pdf](#)

[13-1623](#)

Consider an Ordinance of the City Council of the City of Sachse, Texas ("CITY"), authorizing certain budget amendments pertaining to the fiscal year 2012-2013 budget; and providing an effective date.

Executive Summary

This budget amendment is to recognize surplus development fee revenue received in the current budget year, to authorize certain one-time expenditures, and to adjust five specific expenditure line-items in the current year.

Attachments: [51SACHSE Ordinance Amending 2012-2013 Budget61122.pdf](#)

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

[13-1618](#) Recognition of Scott Williams service to the City.

Executive Summary

Scott Williams has resigned his seat on the Planning & Zoning Commission and this item is to recognize his service to the City.

Attachments: [Scott Williams.pdf](#)

3. CITIZEN INPUT.

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

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

4. REGULAR AGENDA ITEMS.

[13-1617](#) Administer Oath of Office to newly appointed Board and Commission members.

Executive Summary

Mayor Felix will administer the Oath of Office to the new Board members.

Attachments: [Sample Oath.pdf](#)

[13-1614](#) Conduct a public hearing and consider approval of an Ordinance of the City of Sachse, Texas, amending the Comprehensive Zoning Ordinance and Map so as to grant a Special Use Permit for a Wind Energy System use on an approximately 2.235 acre tract of land, located at 5517 Sachse Road, more particularly described as Lot 1 of Sachse Park Estates and located in a Residential R-1 zoning district; providing special conditions; providing a repealing clause; providing for the approval of the Concept Plan attached as Exhibit "A"; providing for the approval of the elevations attached as Exhibit "B"; providing for the approval of the specifications attached as

Exhibit "C".

Executive Summary

The City of Sachse Wind Energy Systems standards permit such systems provided they meet the defined criteria set forth in the Code of Ordinances. When the standards are not met, a Special Use Permit is required. The homeowners are requesting to deviate from the current requirements of installing the wind energy system on a monopole tower by installing the wind energy system on the roof of their existing home.

Attachments: [5517 SACHSE RD WIND GEN SUP CC - PRESENTATION.pdf](#)
[5517 SACHSE RD WIND GEN SUP CC - DRAFT ORD.pdf](#)
[5517 SACHSE RD WIND GEN SUP CC - DRAFT ORD - EXHIBIT A.pdf](#)
[5517 SACHSE RD WIND GEN SUP CC - DRAFT ORD - EXHIBIT B.pdf](#)
[5517 SACHSE RD WIND GEN SUP CC - DRAFT ORD - EXHIBIT C.pdf](#)
[5517 SACHSE RD WIND GEN SUP CC - ATTACHMENT 1.pdf](#)
[5517 SACHSE RD WIND GEN SUP CC - ATTACHMENT 2.pdf](#)
[5517 SACHSE RD WIND GEN SUP CC - ATTACHMENT 3.pdf](#)
[5517 SACHSE RD WIND GEN SUP CC - ATTACHMENT 4.pdf](#)

13-1611

Consider approval of a Variance Request for an On-Site Sewage Facility associated with the Vietnamese Baptist Church Development, generally located on the south side of Sachse Road, and east of the Public Works Department building.

Executive Summary

A variance is being requested by the property owner to permit an aerobic septic system, also known as an On-Site Sewage Facility, or OSSF, to be constructed on the property to provide sewage treatment on-site, in lieu of connecting to the public sanitary sewer system.

Attachments: [Aerobic System.pdf](#)
[Letter of Intent.pdf](#)
[Lift Station.pdf](#)
[Location Map.pdf](#)
[Presentation.pdf](#)
[Uniform Development Application.pdf](#)

13-1628

Discuss a contract renewal with Allied Waste Systems, Inc. or current parent company for Allied Waste Systems, Inc. for the collection and disposal of solid waste and recyclable commodities in the City of Sachse for one additional five-year term.

Executive Summary

The term of the existing five-year waste disposal and recycling agreement in the City of Sachse between Allied Waste Systems, Inc. and the city will expire on April 2, 2014. The term of the agreement permits the city to renew the agreement for one additional five-year term ending April 2, 2019. The purpose of this item is to discuss renewal alternatives with the City Council and to understand the Council's desire to renew the agreement.

Attachments: [Allied Contract.pdf](#)
[Republic Fees.pdf](#)
[2013 Waste Contract Renewal.pdf](#)

[13-1627](#) Discussion of Traffic Calming Measures.

Executive Summary

Traffic calming is a community-based policy. Traffic calming measures are divided into two groups, speed control and volume control.

Attachments: [Traffic Calming Presentation.pdf](#)

[13-1624](#) Discuss and consider, including rescinding, the City of Sachse's Speed Hump (traffic control) Policy adopted by the City Council on January 18, 1999.

Executive Summary

The City Council has expressed a desire to consider traffic calming within the City of Sachse at recent City Council meetings. Another agenda item included on this City Council Meeting agenda includes a discussion on current traffic calming general practice. The purpose of this item is to provide the City Council with the opportunity to rescind the city's current Speed Hump (traffic control) Policy until a new policy is developed.

Attachments: [speed hump policy.pdf](#)

[13-1622](#) Discuss activities pertaining to the Mosquito Action Plan and control of West Nile Virus.

Executive Summary

The City implemented a Mosquito Action Plan in April 2013 as a tool for mosquito abatement and control of West Nile Virus. Staff is providing City Council an update of staff activities and recent developments in state legislation.

Attachments: [CD WNV MOSQUITO UPDATED DISC - PRESENTATION.pdf](#)
[CD WNV MOSQUITO UPDATED DISC - ATTACHMENT 1.pdf](#)
[CD WNV MOSQUITO UPDATED DISC - ATTACHMENT 2.pdf](#)
[CD WNV MOSQUITO UPDATED DISC - ATTACHMENT 3.pdf](#)
[CD WNV MOSQUITO UPDATED DISC - ATTACHMENT 4.pdf](#)

13-1605

Consider a motion to select ground cover for the landscaping improvements related to the Merritt Road Paving and Drainage Improvements Project from the intersection with Pleasant Valley Road to the southern city limit.

Executive Summary

The contractor for the Merritt Road Paving and Drainage Improvements Project from the intersection with Pleasant Valley Road to the southern city limit has provided City Staff with four (4) options for the required landscaping ground cover associated with the project. Xeriscaping utilizes various forms of rock ground cover in lieu of traditional grass. This minimizes irrigation demand for the landscaping, conserving water. The City of Sachse needs to provide the contractor direction on a selected ground cover for the project.

Attachments: [Merritt Road Landscaping Plan.pdf](#)
[Merritt Road Landscaping Presentation.pdf](#)

5. ADJOURNMENT.

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

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

State law prohibits the introduction or discussion of any item of business not posted at least seventy-two (72) hours prior to the meeting time. Therefore, during Citizen Input for example, the Council is prohibited by state law to deliberate or take action on any issues introduced by the public other than to take them under advisement. Posted: June 28, 2013; 5:00 p.m. Terry Smith, City Secretary _____.

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



Legislation Details (With Text)

File #: 13-1616 **Version:** 1 **Name:** Consider approval of the minutes of the June 17, 2013, regular meeting.

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

File created: 6/24/2013 **In control:** City Council

On agenda: 7/1/2013 **Final action:**

Title: Consider approval of the minutes of the June 17, 2013, regular meeting.

Executive Summary
Minutes from the recent Council meeting.

Sponsors:

Indexes:

Code sections:

Attachments: [Minutes 06.17.13.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approval of the minutes of the June 17, 2013, regular meeting.

Executive Summary
Minutes from the recent Council meeting.

Minutes form the most recent Council meeting on June 17, 2013, for review and approval.

Not applicable.

Not applicable.

Approval of the minutes of the June 17, 2013, regular meeting, as a Consent Agenda Item.

REGULAR MEETING
OF THE
CITY COUNCIL OF THE CITY OF SACHSE

JUNE 17, 2013

The City Council of the City of Sachse held a Regular Meeting on Monday, June 17, 2013 at 7:30 p.m. at the Sachse City Hall after proper notice. The roll of the duly constituted City Council Members was called which members are as follows, to wit:

Mayor Mike Felix
Mayor Pro Tem Bill Adams
Councilman Brett Franks
Councilman Jared Patterson
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, Cathy Cade Administrative Assistant, Community Development Director Marc Kurbansade, Police Chief Dennis Veach, Human Resources Manager Laura Morrow, Parks and Recreation Director Lance Whitworth, Library Manager Mignon Morse, City Engineer Greg Peters, Sachse EDC Director Carlos Vigil, Public Works Director Joe Crase, Finance Director Teresa Savage, Interim Fire Chief Rick Coleman.

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

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

1. Consent Agenda:

Councilman Bickerstaff moved to approve the Consent Agenda consisting of 13-1587 Consider approval of the minutes of the June 3, 2013, regular meeting, 13-1589 Consider the acceptance of the resignation of Scott Williams from the Planning and Zoning Commission, 13-1597 Resolution No. 3484 of the City Council of the City of Sachse, Texas, awarding the bid for the Haverhill Lane Pavement Replacement from Miles Road to Hunters Ridge Drive as a capital improvement project to McMahon Contracting, L.P., in the amount not to exceed four hundred ninety thousand dollars and no cents (\$490,000.00); authorizing the City Manager to execute such agreement in a form approved by the City Attorney; and providing an effective date, 13-1595 Ordinance No. 3485 of the City of Sachse, Texas, approving and adopting rate schedule "RRM - Rate Review Mechanism" for Atmos Energy Corporation, Mid-Tex Division to be in force in the City for a period of time as specified in the rate schedule; adopting a savings clause; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; declaring an effective date; and requiring delivery of this ordinance to the company and ACSC legal counsel, 13-1591 Resolution No. 3486 authorizing submittal of a project to Dallas County for proposed Community Development Block Grant for Fiscal Year 2013-2014. The motion was seconded by Councilman Franks and passed unanimously.

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

13-1593 Accept Donation for the Sachse Animal Shelter. Donation from Frank Millsap on behalf of Mr. Ken Wimmer in the amount of \$9,000.

Councilman King stated last Saturday was the Library Reading Program kick-off. This Saturday is the Amateur Radio Field Day at Salmon Park.

Several Council Members noted that community activist Dave Sanford died and the City will miss him.

Mayor Felix noted the upcoming events: July 3rd is the Red, White and Blue Blast, the parade starts at 6:00 pm at City Hall and fireworks are at 9:30 p.m. at Heritage Park.

3. Citizen Input:

No comments were made.

4. Regular Agenda Items:

13-1592 Consider a request for installation of one speed hump on Creek Crossing Drive, between Hickory Estates Drive and Royal Oak Estates Court in accordance with the City of Sachse Speed Hump Policy to include alternative speed humps:

Following discussion Councilman King moved to table 13-1592 and take up 13-1596 next. The motion was seconded by Councilman Patterson and failed by the following vote:

Voting yes: King, Adams and Patterson

Voting no: Franks, Ronnau, Felix and Bickerstaff

Matt Dalton 56129 Creek Crossing, stated the speed humps will not deter the cut thru traffic. His request has taken 3 years to reach the City Council.

Chris Stricker 7221 Royal Oaks, requested the Council to deny the request for a speed hump.

Chris Boucher 7120 Bailey Road, stated there is a speed hump in front of his house and it works.

Kathy McDade 5620 Creek Crossing, requested the council take careful consideration of the request.

Steve Daniel 5612 Creek Crossing, stated he was for the speed hump installation.

Sara Dalton 5619 Creek Crossing, stated at 2,000 cars a day along the street, she would like the Council and staff take a pro-active approach, not reactive.

Following discussion, Councilman Ronnau moved to approve the request for the installation of one speed hump on Creek Crossing Drive, between Hickory Estates Drive and Royal Oak Estates Court in accordance with the City of Sachse Speed Hump Policy to include alternative speed humps. The motion was seconded by Councilman Franks and carried unanimously.

13-1596 Consider any action necessary for traffic calming measures on Creek Crossing:

Following discussion, no formal City Council action was taken.

13-1600 Consider the re-allocation of funds from the Haverhill Lane Pavement replacement Project to the Brookhollow Drive Pavement Replacement Project in order to fund the additional sanitary sewer improvements:

Following discussion, Mayor Pro Tem Adams moved to approve the re-allocation of funds from the Haverhill Lane Pavement replacement Project to the Brookhollow Drive Pavement Replacement Project in order to fund the additional sanitary sewer improvements. The motion was seconded by Councilman Bickerstaff and carried unanimously.

13-1599 Consider a resolution of the City Council of the City of Sachse, Texas, awarding the bid for the Brookhollow Drive Pavement Replacement from Alexander Street to Lee Hutson Lane as a capital improvement project to RKM Utility Services in the amount not to exceed six hundred ninety thousand dollars and no cents (\$690,000.00); authorizing the City Manager to execute such agreement in a form approved by the City Attorney; and providing an effective date:

Following discussion, Councilman Franks moved to approve Resolution No. 3487 awarding the bid for the Brookhollow Drive Pavement Replacement from Alexander Street to Lee Hutson Lane as a capital improvement project to RKM Utility Services in the amount not to exceed six hundred ninety thousand dollars and no cents (\$690,000.00); authorizing the City Manager to execute such agreement in a form approved by the City Attorney; and providing an effective date. The motion was seconded by Councilman Ronnau and carried unanimously.

13-1588 Consider appointment of Council Liaisons to Boards, Commissions and organizations:

Following discussion, Councilman Patterson moved to appoint the following Liaisons: Mayor Felix, NTTA and NCTCOG voting member; Mayor Pro Tem Adams, RTC and P&Z; Councilman King, ASB, and ASAC; Councilman Bickerstaff, Library and GISD; Councilman Ronnau, TIF and WISD, Councilman Franks, Parks & Recreation Commission and himself as EDC Liaison. The motion was seconded by Councilman Franks and carried unanimously.

13-1586 Consider appointments to Boards and Commissions:

Following discussion, Mayor Pro Tem Adams moved to appoint Niloufer Watkins to the Parks & Recreation Commission, Julie Morris to the Planning & Zoning Commission and Jeremy Hallock to the Zoning Board of Adjustments, as an alternate. The motion was seconded by Councilman Bickerstaff and carried unanimously.

13-1594 Discuss the City of Sachse budget forecast for the next three years:

City Manager George and Finance Director Savage briefed the Council on the matter. Following discussion, no formal City Council action was taken.

13-1602 Discuss current FY 2013 budget status as of June 14th, 2013 to include possible current year budget amendments:

City Manager George and Finance Director Savage briefed the Council on the matter. Following discussion, no formal City Council action was taken.

13-1590 Discuss the existing perimeter masonry walls associated with portions of the Sachse on the Creek Phases 1 & 2, Park Lake Estates Phases 2 & 4, Hudson Crossing Phases 1 & 2, and Westgate subdivisions:

Community Development Director Kurbansade briefed the Council on the matter. Following discussion, no formal City Council action was taken.

5. Adjournment:

There being no further business, Councilman Patterson made a motion to adjourn. The motion was seconded by Councilman Ronnau and carried unanimously. The meeting adjourned at 11:15 p.m.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR



Legislation Details (With Text)

File #:	13-1620	Version:	1	Name:	Consider the acceptance of the resignation of Stephen Curtis from the Planning and Zoning Commission.
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	6/24/2013	In control:		In control:	City Council
On agenda:	7/1/2013	Final action:		Final action:	
Title:	Consider the acceptance of the resignation of Stephen Curtis from the Planning and Zoning Commission.				
	Executive Summary Mr. Curtis has resigned his seat on the Commission.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Stephen Curtis.pdf				

Date	Ver.	Action By	Action	Result
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Consider the acceptance of the resignation of Stephen Curtis from the Planning and Zoning Commission.

Executive Summary
Mr. Curtis has resigned his seat on the Commission.

Planning and Zoning Commission Member Stephen Curtis has resigned his seat on the Commission, due to moving from the City. He will be recognized for his service at a future meeting. Staff has advertised for the vacancy.

None.

None.

Acceptance of the resignation of Stephen Curtis from the Planning and Zoning Commission, as a Consent Agenda Item.

Terry Smith

From: CURTIS, Steve - G6 HOSPITALITY [CURTIS_Steve@g6hospitality.com]
Sent: Wednesday, June 19, 2013 3:44 PM
To: Mike Felix; Terry Smith; Bill Adams
Subject: Steve Curtis P&Z Resignation
Attachments: Sachse P&Z Resignation.pdf

Please see the attached referencing my letter of resignation. Lesley and I have moved this past weekend to Rockwall and as such I no longer meet the residency requirement. I am available to serve as long as necessary to insure a quorum is met and business is conducted. Since I still have to sell my house, I will be in the city off and on for a short time and I will always look forward to seeing the growth along the PGBT as I pass thru. I would really like to thank you for the opportunity to serve on the commission and to get to know you all over the last few years.

STEVE CURTIS

Director – Franchise Development Support



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Carrollton, Texas 75007

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Legislation Details (With Text)

File #:	13-1621	Version:	1	Name:	Monthly Revenue and Expenditure Report for May 2013
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	6/24/2013	In control:		In control:	City Council
On agenda:	7/1/2013	Final action:		Final action:	
Title:	Consider receiving the Monthly Revenue and Expenditure Report for the period ending May 31, 2013.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	General Fund May 2013.pdf Utility Fund May 2013.pdf Debt Service May 2013.pdf EDC May 2013.pdf				

Date	Ver.	Action By	Action	Result
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Consider receiving the Monthly Revenue and Expenditure Report for the period ending May 31, 2013.

The Finance Department will prepare a report each month to update the City Council regarding revenues and expenditures of the City. The attached report is for the month ended May 31, 2013.

Included in this report are unaudited summaries for the General Fund, the Utility Fund, the Debt Service Fund, and the Sachse Economic Development Corporation for the period ending May 31, 2013.

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

N/A

Staff recommends that the City Council receive the Monthly Revenue and Expenditure Report for the period ending May 31, 2013 as a Consent Agenda item.

City of Sachse

Monthly Revenue and Expenditure Report

May 31, 2013

(Unaudited)

GENERAL FUND

67% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 67%
Revenue Summary					
Property Tax	\$ 7,036,517	\$ 20,821	\$ 6,947,828	98.74%	
Sales Tax	833,553	94,666	590,198	70.81%	A
Franchise Fees	1,444,403	96,073	980,388	67.87%	
Licenses and Permits	323,775	34,130	291,392	90.00%	
Service Fees	434,450	43,213	638,890	147.06%	B
Fines	330,000	24,527	230,817	69.94%	
Interest Income	5,000	(1,124)	2,952	59.04%	C
Miscellaneous Income	143,097	23,939	99,942	69.84%	
Intergovernmental Revenue	960,271	79,988	639,904	66.64%	
Total Revenue	\$ 11,511,066	\$ 416,234	\$ 10,422,311	90.54%	
Expenditure Summary					
City Manager	\$ 294,468	\$ 31,280	\$ 210,646	71.53%	
City Secretary	153,366	9,066	99,017	64.56%	
Human Resources	248,104	14,096	137,594	55.46%	
Finance	478,268	36,533	305,331	63.84%	
Municipal Court	166,610	12,518	101,756	61.07%	
Parks & Recreation	737,643	57,822	471,925	63.98%	
Senior Programs	104,312	7,232	66,898	64.13%	
Library Services	291,436	19,702	190,077	65.22%	
Community Development	603,315	44,207	392,925	65.13%	
Streets & Drainage	1,138,483	140,834	791,943	69.56%	
Facility Maintenance	325,081	20,408	175,950	54.12%	
Police	3,170,903	213,943	2,149,738	67.80%	
Animal Control	137,201	9,207	91,240	66.50%	
Fire/EMS	2,209,598	157,709	1,415,097	64.04%	
Combined Services	1,176,674	71,748	831,961	70.70%	
City Engineer	274,155	16,368	136,443	49.77%	
Total Expenditures	\$ 11,509,617	\$ 862,672	\$ 7,568,541	65.76%	
Total Revenue Over/Under Expenses	\$ 1,449	\$ (446,438)	\$ 2,853,770		

Explanation of Major Variances:

- A** Sales tax collections in the current year are at 70.81% compared to 66.56% in the previous year.
- B** Developer fees for the current period are significantly higher than the same time period last year.
- C** 3rd quarter interest income will post in June; May activity is investment expense.

City of Sachse

Monthly Revenue and Expenditure Report

May 31, 2013

(Unaudited)

UTILITY FUND

67% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 67%
Revenue Summary					
Water Revenue	\$ 4,062,949	\$ 327,900	\$ 2,188,296	53.86%	
Sewer Revenue	2,974,582	257,668	1,899,674	63.86%	
Fees	150,900	14,552	120,723	80.00%	
Impact Fees	120,000	6,168	102,657	85.55%	A
Interest Income	3,500	(393)	1,769	50.54%	B
Miscellaneous Income	1,200	-	95	7.92%	
Total Revenue	\$ 7,313,131	\$ 605,895	\$ 4,313,214	58.98%	
Expenditure Summary					
Utility Administration	\$ 250,758	\$ 9,868	\$ 149,483	59.61%	
Water Operations	3,823,654	272,281	2,411,983	63.08%	
Sewer Operations	2,934,366	46,258	1,512,443	51.54%	
Meter Reading	121,994	6,140	86,220	70.68%	
Total Expenditures	\$ 7,130,772	\$ 334,546	\$ 4,160,129	58.34%	
Total Revenue Over/Under Expenses	\$ 182,359	\$ 271,348	\$ 153,085		

Explanation of Major Variances:

- A** Year-to-date Impact Fees are at 85.55% of budget compared to 38.85% in the previous year.
- B** 3rd quarter interest income will post in June; May activity is investment expense.

Monthly Revenue and Expenditure Report
 May 31, 2013
 (Unaudited)

Debt Service Fund

67% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 67%
Revenue Summary					
Property Tax	\$ 2,492,137	\$ 7,364	\$ 2,465,146	98.92%	
Interest Income	500	(337)	935	186.94%	A
Total Revenue	\$ 2,492,637	\$ 7,027	\$ 2,466,081	98.93%	
Expenditure Summary					
Fees	\$ 1,000	\$ -	\$ 823	82.33%	
Principal	1,035,000		1,035,000	100.00%	B
Interest	1,830,446		922,871	50.42%	C
Total Expenditures	\$ 2,866,446	\$ -	\$ 1,958,694	68.33%	
Total Revenue Over/Under Expenses	\$ (373,809)	\$ 7,027	\$ 507,387		

Notes: Explanation of Major Variances

- A 3rd quarter interest income will post in June; May activity is investment expense.
- B Annual principal payments were posted in February
- C Debt interest is paid biannually.

City of Sachse

Monthly Revenue and Expenditure Report

May 31, 2013

(Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

67% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Sales Tax	\$ 410,273	\$ 47,333	\$ 289,336	70.52%	
Interest Income	7,500	(1,068)	4,411	58.81%	A
Total Revenue	\$ 417,773	\$ 46,266	\$ 293,747	70.31%	
Expenditure Summary					
Expenditures	485,866	18,563	147,504	30.36%	
Total Expenditures	\$ 485,866	\$ 18,563	\$ 147,504	30.36%	
Total Revenue Over/Under Expenses	\$ (68,093)	\$ 27,702	\$ 146,243		

Explanation of Major Variances:

A 3rd quarter interest income will post in June; May activity is investment expense.



Legislation Details (With Text)

File #: 13-1626 Version: 1 Name: Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a facilities agreement, by and between the City of Sachse and Oxford Development Holdings, LLC; and providing an effective date.
Type: Agenda Item Status: Agenda Ready
File created: 6/27/2013 In control: City Council
On agenda: 7/1/2013 Final action:
Title: A Resolution of the City Council of the City of Sachse, Texas, hereby requesting that a signal progression study be performed on State Highway 78 from South Murphy Road to State Highway 205, and on Farm to Market Road 544 from Dublin Road to State Highway 78 in the cities of Sachse, Wylie, and Murphy; authorizing its execution by the City Manager; and providing for an effective date.

Executive Summary

State Highway 78 and Farm to Market Road 544 have large volumes of traffic each day, approaching 40,000 to 50,000 vehicles per day. City Staff for the cities of Sachse, Wylie, and Murphy are recommending that a request be made to TxDOT for a signal progression study along both corridors to improve traffic conditions in all three cities.

Sponsors:

Indexes:

Code sections:

Attachments: Signal Timing Request Resolution.pdf

Table with 5 columns: Date, Ver., Action By, Action, Result

A Resolution of the City Council of the City of Sachse, Texas, hereby requesting that a signal progression study be performed on State Highway 78 from South Murphy Road to State Highway 205, and on Farm to Market Road 544 from Dublin Road to State Highway 78 in the cities of Sachse, Wylie, and Murphy; authorizing its execution by the City Manager; and providing for an effective date.

Executive Summary

State Highway 78 and Farm to Market Road 544 have large volumes of traffic each day, approaching 40,000 to 50,000 vehicles per day. City Staff for the cities of Sachse, Wylie, and Murphy are recommending that a request be made to TxDOT for a signal progression study along both corridors to improve traffic conditions in all three cities.

City Staff for the cities of Sachse, Wylie, and Murphy recognize that State Highway 78 and Farm to Market Road 544 are the major entry and exit points of the region. It is imperative to the health, safety, and welfare of the citizens of Sachse for State Highway 78, including all intersections with arterial and collector roads, to function as efficiently as possible. The movement of traffic onto, off of, and across State Highway 78 provide citizens access to their homes, local businesses, and places of employment. The cities of Sachse, Wylie, and

Murphy desire to work together with TxDOT to ensure that these corridors function properly.

Staff will note that the resolution includes one "WHEREAS" intended to communicate that efficient operation of Sachse streets that intersection State Highway 78 is an important consideration to include in the study. It reads as follows:

"WHEREAS, safe and efficient vehicular movement onto State Highway 78 from City of Sachse arterial and collector roads, and efficient vehicular movement across State Highway 78 on City of Sachse arterial and collector roads is imperative for the health, safety, and welfare of the Citizens of Sachse ; and"

None.

None.

Staff recommends the approval of a resolution of the City Council of the City of Sachse, Texas, requesting that a signal progression study be performed on State Highway 78 from South Murphy Road to State Highway 205, and on Farm to Market Road 544 from Dublin Road to State Highway 78 in the cities of Sachse, Wylie, and Murphy as a Consent Agenda item.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, HEREBY REQUESTING THAT A SIGNAL PROGRESSION STUDY BE PERFORMED ON STATE HIGHWAY 78 FROM SOUTH MURPHY ROAD TO STATE HIGHWAY 205, AND ON FARM TO MARKET ROAD 544 FROM DUBLIN ROAD TO STATE HIGHWAY 78 IN THE CITIES OF SACHSE, WYLIE, AND MURPHY; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, over forty thousand vehicles per day travel along State Highway 78 and Farm to Market Road 544 in the cities of Sachse, Wylie, and Murphy; and

WHEREAS, State Highway 78 serves as a principal 6-lane divided thoroughfare through the cities of Sachse and Wylie; and

WHEREAS, Farm to Market Road 544 serves as a major 6-lane divided thoroughfare through the cities of Murphy and Wylie; and

WHEREAS, there are fifteen traffic signals on State Highway 78 at the intersections of South Murphy Road, Ben Davis Road, 5th Street, Williford Road, Ranch Road, Woodbridge Parkway, Sanden Boulevard, Westgate Way, Farm to Market Road 544, Ballard Avenue, Brown Street, Eubanks Lane, Kreymer Lane, Wylie East Drive, State Highway 205; and

WHEREAS, there are fourteen traffic signals on Farm to Market Road 544 at the intersections of Dublin Road, Heritage Parkway, Brand Road, Wal-Mart main entrance, Murphy Road, Hawthorne Drive, Maxwell Creek Road, McCreary Road, Target main entrance, Springwell Parkway, Country Club Drive, Sanden Boulevard, Westgate Way, and State Highway 78; and

WHEREAS, State Highway 78 and Farm to Market Road 544 experiences heavy traffic volumes in the morning and afternoon peak periods from cars traveling to/from the southeast portions of Collin County to access the President George Bush Turnpike; and

WHEREAS, safe and efficient vehicular movement onto State Highway 78 from City of Sachse arterial and collector roads, and efficient vehicular movement across State Highway 78 on City of Sachse arterial and collector roads is imperative for the health, safety, and welfare of the Citizens of Sachse ; and

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

SECTION 1. The City Council requests that the Texas Department of Transportation conduct a signal progression study on State Highway 78 from South Murphy Road to State Highway 205, and on Farm to Market Road 544 from Dublin Road to State Highway 78 in the cities of Sachse, Wylie, and Murphy.

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 ____ day of July, 2013.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary



Legislation Details (With Text)

File #: 13-1613 **Version:** 1 **Name:** Consider a resolution authorizing the City Manager of Sachse to execute a contract

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

File created: 6/26/2013 **In control:** City Council

On agenda: 7/1/2013 **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 Gerard & Associates; authorizing its execution by the City Manager, and providing for an effective date.

Executive Summary

This contract will allow the engineering consultant, Gerard & Associates, to begin final engineering design for three lighting projects, listed as follows: State Highway 78 from Murphy Road to 5th Street, 5th Street from State Highway 78 to Ranch Road, and the Sachse Industrial Park including Industrial Drive and Park Lane.

Sponsors:

Indexes:

Code sections:

Attachments: [Lighting Design Contract.pdf](#)
[Lighting Design Resolution.pdf](#)

Date	Ver.	Action By	Action	Result
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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 Gerard & Associates; authorizing its execution by the City Manager, and providing for an effective date.

Executive Summary

This contract will allow the engineering consultant, Gerard & Associates, to begin final engineering design for three lighting projects, listed as follows: State Highway 78 from Murphy Road to 5th Street, 5th Street from State Highway 78 to Ranch Road, and the Sachse Industrial Park including Industrial Drive and Park Lane.

The City of Sachse requested a proposal from Gerard & Associates for the final engineering design of three lighting projects, located along State Highway 78, along 5th Street, and within the Sachse Industrial Park. The final design will include construction plans, specifications, and attendance at the pre-construction meetings for the three projects.

Gerard & Associates recently completed the preliminary engineering design for the three projects.

All three lighting projects are included in the City's Capital Improvements Plan.

The Capital Improvement Program has an approved budget of \$350,000.00 in previous CIP funds from RCC Funds, allocated for the design and construction of lighting along State Highway 78 from Murphy Road to 5th Street. The consultant fee for final design of this project is \$5,250.00.

The Capital Improvement Program has an approved budget of \$310,000.00 in previous CIP funds from 2006 Bond Funds, allocated for the design and construction of lighting along 5th Street from State Highway 78 to Ranch Road. The consultant fee for final design of this project is \$4,650.00.

The Capital Improvement Program has an approved budget of \$200,000.00 in previous CIP funds from RCC Funds, allocated for the design and construction of lighting in the Sachse Industrial Park. The consultant fee for final design of this project is \$3,000.00.

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 Gerard & Associates; authorizing its execution by the City Manager, and providing for an effective date, as a Consent Agenda item.

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 Gerard & Associates Consulting Engineers (the “Professional”) acting by and through their authorized representatives.

Recitals:

WHEREAS, the 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, the Professional desires to render professional services for the City for Electrical Engineering related to the final design for Street Lighting Projects in the City of Sachse, including: the Industrial Park Lighting, State Highway 78 Lighting, and 5th Street Lighting (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, the 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 The 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 the Professional represent the best judgment of the Professional.
- 2.3 Schematic Design Documents, Design Development Documents, Contract Documents, drawings, plans, specifications and other documents, including those in electronic form, prepared by the Professional and its consultants, agents, representatives, and/or employees in

connection with the Project are intended for the use and benefit of the City. The Professional and its consultants, agents, representatives, and/or employees shall be deemed the authors of their respective part of said Project documents. Notwithstanding, the 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. The 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 the Professional in connection with this Agreement are “works for hire” and shall be the property of the City. The 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

The Professional agrees to commence services upon written direction from the City and to complete the required services in accordance with a work schedule established by the City (the “Work Schedule”).

Article IV Compensation and Method of Payment

4.1 The City shall compensate the Professional for the services by payment of a fee not to exceed \$12,900.00 without the City’s prior written approval.

4.2 The 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 The 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, the 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 the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents,

assistants, persons, or corporations that the 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 the Professional.

5.3 The 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, the 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 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 the Professional, require the Professional to complete regular oral or written reports, require that Professional devote his full-time services to City, or dictate the Professional's sequence of work or location at which the Professional performs his work.

Article VII Insurance

7.1 Professional shall during the term hereof maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 Dollars per occurrence for injury to persons (including death), and for property damage; (2) 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; and (3) statutory Worker's Compensation Insurance covering all of Professional's employees involved in the provision of services under this Agreement.

7.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; and (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.

7.3 All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "B" by AM Best or other equivalent rating service, or approved by the City Manager.

7.4 A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

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. The 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 the 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 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

If intended for Professional:

Walter S. Gerard, P.E.
Owner
Gerard & Associates Consulting Engineers
434 W. Kiest Blvd.
Suite 260B
Dallas, TX 75224

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 THE 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 THE 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, THE

PROFESSIONAL, ON NOTICE FROM City, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT PROFESSIONAL'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO City. THE 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. The 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 the 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. The Professional represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

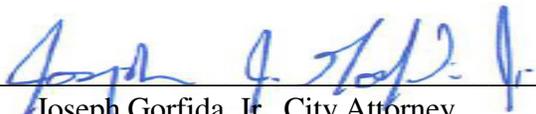
(signature page to follow)

EXECUTED this _____ day of _____, 2013.

City of Sachse, Texas

By: _____
William K. George, City Manager

Approved as to form:

By: 
Joseph Gorfida, Jr., City Attorney

EXECUTED this _____ day of _____, 2013.

Professional

By: _____
Name: Walter S. Gerard
Title: Owner

Exhibit "A"
Scope of Services



**FEE PROPOSAL
Industrial Park Street Lighting**

June 11, 2013

This proposal is for **Gerard & Associates Consulting Engineers** to provide **the City of Sachse, TX** with **Professional Services** for Industrial Park Street Lighting, located along Industrial Dr. and Park Ln. in Sachse, Texas.

SCOPE OF WORK

GACE proposes to provide **ELECTRICAL ENGINEERING** to include the following: Electrical requirements for street lighting including eight existing lighting fixtures retrofitted with new LED light sources, existing light poles, wiring & control design, coordination with the local electrical utility company, signed & sealed electrical drawings & specifications and preconstruction meeting.

The Electrical Design will be based on information provided by the City of Sachse, TX., March 15, 2013.

Design services during construction are not a part of this fee proposal, however, they will be provided on an "as-needed" basis for the hourly rate of \$204.85 per hour for Electrical Engineering and \$60.00 per hour for CADD.

COMPENSATION

GACE proposes to provide the **Professional Services** for the above Scope Of Work for the lump sum fee of **\$3,000.00 (Three Thousand Dollars)** which will become due after the completion of the work. Any amount paid for Preliminary Engineering done under separate contract for the above Scope Of Work will be deducted from this Fee Proposal amount.

Thank you for the opportunity to provide you with this fee proposal and we look forward to working with you on this project.

Walter S. Gerard, P.E., Owner
Gerard & Associates Consulting Engineers



**FEE PROPOSAL
5th Street Lighting**

June 11, 2013

This proposal is for **Gerard & Associates Consulting Engineers** to provide **The City of Sachse, TX** with **Professional Services** for 5th Street Lighting, spaced approximately every 200 feet along both sides of the street between SH 78 and Ranch Road, in Sachse, Texas.

SCOPE OF WORK

GACE proposes to provide ELECTRICAL ENGINEERING to include the following: Electrical requirements for street lighting including existing lighting fixtures retrofitted with new LED light sources, existing & new light poles as required, wiring & control design, coordination with the local electrical utility company, signed & sealed electrical drawings & specifications and preconstruction meeting.

The Electrical Design will be based on information provided by the City of Sachse, TX.

Design services during construction are not a part of this fee proposal, however, they will be provided on an "as-needed" basis for the hourly rate of \$204.85 per hour for Electrical Engineering and \$60.00 per hour for CADD.

COMPENSATION

GACE proposes to provide the **Professional Services** for the above Scope Of Work for the lump sum fee of **\$4,650.00 (Four Thousand Six Hundred Fifty Dollars)** which will become due after the completion of the work. Any amount paid for Preliminary Engineering done under separate contract for the above Scope Of Work will be deducted from this Fee Proposal amount.

Thank you for the opportunity to provide you with this fee proposal and we look forward to working with you on this project.

Walter S. Gerard, P.E., Owner
Gerard & Associates Consulting Engineers



**FEE PROPOSAL
Highway 78 Street Lighting**

June 11, 2013

This proposal is for **Gerard & Associates Consulting Engineers** to provide **the City of Sachse, TX** with **Professional Services** for Highway 78 street Lighting, spaced approximately every 200 feet along both sides of the highway between Murphy Road and 5th Street, in Sachse, Texas.

SCOPE OF WORK

GACE proposes to provide ELECTRICAL ENGINEERING to include the following: Electrical requirements for street lighting including new LED lighting fixtures & poles, wiring & control design, coordination with the local electrical utility company, signed & sealed electrical drawings & specifications and preconstruction meeting.

The Electrical Design will be based on information provided by the City of Sachse, TX.

Design services during construction are not a part of this fee proposal, however, they will be provided on an "as-needed" basis for the hourly rate of \$204.85 per hour for Electrical Engineering and \$60.00 per hour for CADD.

COMPENSATION

GACE proposes to provide the **Professional Services** for the above Scope Of Work for the lump sum fee of **\$5,250.00 (Five Thousand two Hundred Fifty Dollars)** which will become due after the completion of the work. Any amount paid for Preliminary Engineering done under separate contract for the above Scope Of Work will be deducted from this Fee Proposal amount.

Thank you for the opportunity to provide you with this fee proposal and we look forward to working with you on this project.

Walter S. Gerard, P.E., Owner
Gerard & Associates Consulting Engineers

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 GERARD & ASSOCIATES; 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 Gerard & Associates for final engineering design services related to three lighting projects in the City of Sachse, including: State Highway 78 from Murphy Road to 5th Street, 5th Street from State Highway 78 to Ranch Road, and the Sachse Industrial Park including Industrial Boulevard and Park Lane, 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 July, 2013.

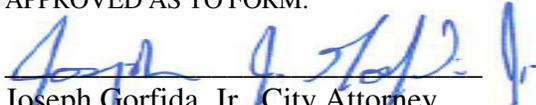
CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

APPROVED AS TO FORM:



Joseph Gorfida, Jr., City Attorney

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



Legislation Details (With Text)

File #:	13-1623	Version:	1	Name:	Budget Amendment July 1, 2013
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	6/26/2013	In control:		In control:	City Council
On agenda:	7/1/2013	Final action:		Final action:	
Title:	Consider an Ordinance of the City Council of the City of Sachse, Texas ("CITY"), authorizing certain budget amendments pertaining to the fiscal year 2012-2013 budget; and providing an effective date.				
	<p>Executive Summary</p> <p>This budget amendment is to recognize surplus development fee revenue received in the current budget year, to authorize certain one-time expenditures, and to adjust five specific expenditure line-items in the current year.</p>				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	51SACHSE Ordinance Amending 2012-2013 Budget61122.pdf				

Date	Ver.	Action By	Action	Result
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Consider an Ordinance of the City Council of the City of Sachse, Texas ("CITY"), authorizing certain budget amendments pertaining to the fiscal year 2012-2013 budget; and providing an effective date.

Executive Summary

This budget amendment is to recognize surplus development fee revenue received in the current budget year, to authorize certain one-time expenditures, and to adjust five specific expenditure line-items in the current year.

At the June 17, 2013 City Council meeting, staff presented an update on the current status of the FY 2013 budget and discussed how a development revenues are projected to exceed the budgeted amount by \$299,891. Staff stated that the current unrestricted General Fund Balance is equal to 34% of operating expenses due to the Council's conservative budgeting practices. At 34% of operating expenses, the fund balance is healthy and the Council has the opportunity to increase the fund balance or invest in some one-time needs that have been postponed in prior years.

Staff suggested that the Council consider purchasing:

- 2 - Police Patrol Vehicles
- 1 - Fire Command Vehicle
- 1 - Parks Maintenance Truck

Several other equipment and service items identified in Exhibit A.

The total amount of suggested investment in equipment and services is \$196,783.

In addition, prior years expense budgeting has been very specific. During this year, five expenditure line-items have had unanticipated activity of an amount significant enough to affect the department's ability to absorb the costs. The difference between the surplus revenue and the total of those line-item adjustments is sufficient to allow the purchase of several one-time items which have been requested in the 2013-2014 budget (see Exhibit A).

The City Council may amend the current City of Sachse FY 2013 Budget to include previously postponed equipment investment and other items describe above with no forecasted negative impact the General Fund Balance.

The budget amendment is being considered on the basis of Generally Accepted Accounting Principles (GAAP) as it applies to budgeting for sources and uses of financial resources.

Budget amendments are required by City Charter.

Staff recommends approval of an Ordinance of the City Council of the City of Sachse, Texas ("CITY"), authorizing certain budget amendments pertaining to the fiscal year 2012-2013 budget; and providing an effective date as a consent agenda item.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF SACHSE, TEXAS (“CITY”),
AUTHORIZING CERTAIN BUDGET AMENDMENTS PERTAINING TO THE FISCAL
YEAR 2012-2013 BUDGET; AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, a budget amendment has been prepared for certain appropriations and expenditures in the 2012-2013 Budget and submitted to the City council for approval and a true and correct copy is attached as Exhibit A.

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

SECTION 1. Pursuant to the City Charter requirements of the City of Sachse, Texas, in the year 2012-2013, a Budget Amendment attached as Exhibit A is hereby authorized and approved.

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

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

APPROVED:

Mike Felix
Mayor

DULY ENROLLED:

Terry Smith
City Secretary

APPROVED AS TO FORM:

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

EXHIBIT A

General Fund

Revenue:

01-000-40090 Franchise Fee-Gas	\$ -30,596
01-000-40080 Franchise Fee-Electric	\$ -28,395
01-000-41310 Developer Fees	\$ 299,891

Total Revenue

\$ 240,900

Expenditures:

01-010-50000 Salaries and Wages	City Manager	\$ 10,500
01-010-50060 TMRS	City Manager	\$ 1,210
01-010-53070 Newsletter	City Manager	\$ 3,380
01-011-53370 Codification	City Secretary	\$ 2,500
01-024-53130 Ambulance Billing	Fire	\$ 4,000

Total Expense Adjustments

\$ 21,590

01-015-54000 Vehicles	Park	\$ 25,000
01-021-52050 Building Maint.	Facilities	\$ 6,000
01-021-54110 HVAC Units	Facilities	\$ 5,500
01-022-54000 Vehicles	Police	\$ 69,000
01-022-54140 Communication Equip.	Police	\$ 18,750
01-022-51510 Small Tools & Equip	Police	\$ 3,500
01-024-54000 Vehicles	Fire	\$ 65,000
01-024-51530 Bunker Gear	Fire	\$ 4,033

Total One-Time Expenses

\$196,783

Total Expenditures

\$218,373



Legislation Details (With Text)

File #: 13-1618 **Version:** 1 **Name:** Recognition of Scott Williams service to the City.
Type: Agenda Item **Status:** Agenda Ready
File created: 6/24/2013 **In control:** City Council
On agenda: 7/1/2013 **Final action:**
Title: Recognition of Scott Williams service to the City.

Executive Summary
 Scott Williams has resigned his seat on the Planning & Zoning Commission and this item is to recognize his service to the City.

Sponsors:

Indexes:

Code sections:

Attachments: [Scott Williams.pdf](#)

Date	Ver.	Action By	Action	Result
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Recognition of Scott Williams service to the City.

Executive Summary

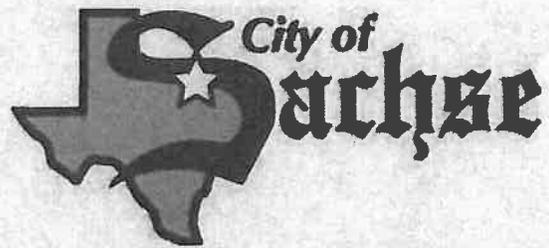
Scott Williams has resigned his seat on the Planning & Zoning Commission and this item is to recognize his service to the City.

Bill has served recently on the Planning & Zoning commission. Staff will have a plaque of appreciation to present to him. Please see attached.

None.

None.

Recognize Scott Williams service to the City.



CERTIFICATE OF APPRECIATION

**IN THE NAME AND BY THE AUTHORITY
OF THE CITY OF SACHSE, TEXAS**

is presented to

Scott Williams

In grateful recognition of Outstanding
Public Service faithfully rendered to the
City of Sachse

**Planning and Zoning Commission
2012-2013**

**PRESENTED BY:
MAYOR, CITY COUNCIL AND STAFF
OF THE CITY OF SACHSE, TEXAS
JULY 1, 2013**



Legislation Details (With Text)

File #: 13-1617 **Version:** 1 **Name:** Administer Oath of Office
Type: Agenda Item **Status:** Agenda Ready
File created: 6/24/2013 **In control:** City Council
On agenda: 7/1/2013 **Final action:**
Title: Administer Oath of Office to newly appointed Board and Commission members.
 Executive Summary
 Mayor Felix will administer the Oath of Office to the new Board members.

Sponsors:

Indexes:

Code sections:

Attachments: [Sample Oath.pdf](#)

Date	Ver.	Action By	Action	Result
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Administer Oath of Office to newly appointed Board and Commission members.

Executive Summary

Mayor Felix will administer the Oath of Office to the new Board members.

At the Council meeting on June 17, 2013, the Council appointed Niloufer Watkins to the Parks and Recreation Commission, Julie Morris to the Planning and Zoning commission and Jeremy Hallock to the Zoning Board of Adjustments as an alternate. Tonight they will take the Oath of Office, so that they may assume the duties of their office. Ms. Morris has notified she will be out of town next week, so she will make arrangements with the City Secretary for her Oath of Office upon her return.

None.

None.

Mayor Felix administer the Oath of Office to the newly appointed board members.

In the name and by the authority of

THE STATE OF TEXAS

OATH OF OFFICE

Sample

I, Niloufer Watkins do solemnly swear, that I will faithfully execute the duties of the office of the Parks & Recreation Commission Member, 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 ____ day of July, 2013.

Signature of person administering oath

Printed Name

Title



Legislation Details (With Text)

File #: 13-1614 **Version:** 1 **Name:** CD - 5517 SACHSE RD WIND GEN SUP CC
Type: Agenda Item **Status:** Agenda Ready
File created: 6/20/2013 **In control:** City Council
On agenda: 7/1/2013 **Final action:**

Title: Conduct a public hearing and consider approval of an Ordinance of the City of Sachse, Texas, amending the Comprehensive Zoning Ordinance and Map so as to grant a Special Use Permit for a Wind Energy System use on an approximately 2.235 acre tract of land, located at 5517 Sachse Road, more particularly described as Lot 1 of Sachse Park Estates and located in a Residential R-1 zoning district; providing special conditions; providing a repealing clause; providing for the approval of the Concept Plan attached as Exhibit "A"; providing for the approval of the elevations attached as Exhibit "B"; providing for the approval of the specifications attached as Exhibit "C".

Executive Summary

The City of Sachse Wind Energy Systems standards permit such systems provided they meet the defined criteria set forth in the Code of Ordinances. When the standards are not met, a Special Use Permit is required. The homeowners are requesting to deviate from the current requirements of installing the wind energy system on a monopole tower by installing the wind energy system on the roof of their existing home.

Sponsors:

Indexes:

Code sections:

- Attachments:** [5517 SACHSE RD WIND GEN SUP CC - PRESENTATION.pdf](#)
[5517 SACHSE RD WIND GEN SUP CC - DRAFT ORD.pdf](#)
[5517 SACHSE RD WIND GEN SUP CC - DRAFT ORD - EXHIBIT A.pdf](#)
[5517 SACHSE RD WIND GEN SUP CC - DRAFT ORD - EXHIBIT B.pdf](#)
[5517 SACHSE RD WIND GEN SUP CC - DRAFT ORD - EXHIBIT C.pdf](#)
[5517 SACHSE RD WIND GEN SUP CC - ATTACHMENT 1.pdf](#)
[5517 SACHSE RD WIND GEN SUP CC - ATTACHMENT 2.pdf](#)
[5517 SACHSE RD WIND GEN SUP CC - ATTACHMENT 3.pdf](#)
[5517 SACHSE RD WIND GEN SUP CC - ATTACHMENT 4.pdf](#)

Date	Ver.	Action By	Action	Result
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Conduct a public hearing and consider approval of an Ordinance of the City of Sachse, Texas, amending the Comprehensive Zoning Ordinance and Map so as to grant a Special Use Permit for a Wind Energy System use on an approximately 2.235 acre tract of land, located at 5517 Sachse Road, more particularly described as Lot 1 of Sachse Park Estates and located in a Residential R-1 zoning district; providing special conditions; providing a repealing clause; providing for the approval of the Concept Plan attached as Exhibit "A"; providing for the approval of the elevations attached as Exhibit "B"; providing for the approval of the specifications attached as Exhibit "C".

Executive Summary

The City of Sachse Wind Energy Systems standards permit such systems provided they meet the defined criteria set forth in the Code of Ordinances. When the standards are not met, a Special Use Permit is required. The homeowners are requesting to deviate from the current requirements of installing the wind energy system on a monopole tower by installing the wind energy system on the roof of their existing home.

The 2.235-acre subject property is located at 5517 Sachse Road. (See Attachment 1 - Aerial Location Map). The subject property retains a zoning designation of Residential R-1 (See Attachment 2 - Zoning Identification Map).

The homeowners at 5517 Sachse Road applied for building permit on April 16, 2013, and the Building Permit issued on May 15, 2013. The homeowners began installation of the Wind Energy System with the exception of final inspections (See Attachment 3 for a site photo). On May 29, 2013, City staff discovered that the Building Permit that was issued was not in conformance with Zoning Regulations for Wind Energy Systems. City Staff met with the homeowners on May 30, 2013 to explain the situation. The homeowners then promptly applied for a Special Use Permit on June 4, 2013.

On June 24, 2013, Planning and Zoning Commission voted 5-0 to recommend approval of the request.

The requirements for a Wind Energy System are established in Article 4, Section 9 of the Zoning Ordinance. These requirements are addressed individually below in this section of the staff report. Since, the proposed Wind Energy System does not fully meet the requirements set forth in Article 4, Section 9, a Special Use Permit is required. The requirements for a Special Use Permit are generally addressed below as well.

Residential Wind Energy Systems (Article 4, Section 9 - Zoning Ordinance)

(a) Utility grid wind energy systems. Utility grid wind energy systems are prohibited within the city.

Staff Comment: The proposed wind energy system will not be a "utility grid wind energy system" and thus satisfies the above requirement.

(b) Construction standards. A wind energy system must be installed according to the manufacturer's recommendations and under the seal of a professional engineer registered in the State of Texas. Additionally, all components of a wind energy system shall comply with applicable state and local building codes. Only wind energy systems utilizing monopole towers shall be permitted. No systems utilizing lattice

towers or requiring guy wires shall be permitted in the city.

Staff Comment: The proposed wind energy system meets all of the requirements of this section with the exception that the system does not utilize a monopole tower. This exception is the sole reason that a Special Use Permit is required.

- (c) Maximum height. Wind energy systems shall not exceed 64 feet in tower height (inclusive of the turbine and blades) in all zoning classifications where structures of any sort are allowed, subject to the regulations set forth in this section.

Staff Comment: The proposed wind energy system will be approximately 50-feet above grade, thus meeting this requirement.

- (d) Location and setback.

- (1) A wind energy system shall only be permitted on lots that are two acres or greater in size (87,120 square feet).

Staff Comment: The subject property is 2.235 acres, thus meeting this requirement.

- (2) No wind energy system shall be permitted in the front yard, which is defined as the space between the street and the front building face of the primary structure. This provision shall include a side yard adjacent to the street on a corner lot.

Staff Comment: The proposed wind energy system will be mounted on the roof of the single-family home; therefore it is not located in the front yard.

- (3) The tower structure of a wind energy system shall be set back from all property lines a minimum distance equal to one and one-fourth times the height of the tower.

Staff Comment: The purpose of this requirement is to protect adjacent properties should the tower structure collapse. The proposed wind energy system will not utilize a tower structure, and will be mounted on the roof of the single-family home. Based on the mounted location of the wind energy system on the roof, the system is set back 163-feet from the front property line, 170-feet from the rear property line, 172-feet from the side (west) property line, and 121-feet from the side (east) property line.

- (4) Location and setback requirements, including minimum lot size shall be maintained so long as the wind energy system is in place. If a tower ceases to meet these criteria due to subsequent subdivision of land, the wind energy system is in violation of this ordinance.

Staff Comment: This requirement is pertaining to on-going monitoring of the property is not applicable at this point.

- (e) Primary structure required on lot. A wind energy system may be constructed or installed on a lot as a secondary structure only after a primary structure has been constructed on the lot.

Staff Comment: An existing single-family home is constructed on the subject property.

- (f) Sound pressure levels. Sound pressure levels shall not exceed 50 decibels (dBA) between 7:00 a.m. and 10:00 p.m. and 35 decibels (dBA) between the hours of 10:00 p.m. and 7:00 a.m. as measured from the property line closest to the wind energy system.

Staff Comment: Based on the product specifications issued by the manufacturer of the wind energy system (Exhibit B), the turbine would have a sound pressure level of a maximum of 35 dB at 3 meters away, with a wind speed of 30 miles per hour.

- (g) Lights. All lighting, including but not limited to, upward lighting, flood lights, or lighting mounted on the structure itself, shall be prohibited unless such lighting is required by the Federal Aviation Administration (FAA). When obstruction lighting is required by the FAA, such lighting shall not exceed the minimum requirements of said agency.

Staff Comment: No lighting is proposed for the wind energy system.

- (h) Signs. No advertising or other signs or flags shall be allowed on a wind energy system.

Staff Comment: No signs are proposed to be collocated on the wind energy system.

- (i) Prohibited in easements. No portion of a wind energy system shall be placed in easements unless authorized by the easement holder.

Staff Comment: The proposed wind energy system is mounted on the roof of the single-family home; therefore is not located in any easements.

- (j) Notice to utility company on grid-interconnected systems. No grid-interconnected wind energy system shall be installed until the customer provides the building official evidence that the appropriate utility company has been informed of the customer's intent to install. Off-grid systems shall be exempt from this requirement.

Staff Comment: The property owners will comply with the above requirement.

- (k) Color. Wind energy system towers shall be a neutral color (i.e. light grey, white) and shall remain painted or finished the color and/or finish that was originally applied by the manufacturer, unless otherwise approved in the special use permit.

Staff Comment: The proposed wind energy system contains a neutral color, and is original per the manufacturer.

- (l) City building codes/safety standards. To ensure the structural integrity of a wind energy system, the owner of such system must ensure that it is maintained in compliance with all provisions of the City of Sachse's building codes and zoning regulations. If, upon inspection, the city concludes that a wind energy system fails to comply with such codes and regulations and/or constitutes a danger to persons or property, then upon written notice to the owner of the wind energy system, the owner shall have 60 days to bring the wind energy system into compliance or be found in violation of this ordinance and be subject to the fines provided herein.

Staff Comment: This requirement is pertaining to on-going monitoring of the property is not applicable at this point.

- (m) Collocation. Collocation of any kind shall be prohibited. Wind energy system towers shall not be utilized for any purpose other than that specified by the manufacturer.

Staff Comment: No collocation is proposed.

- (n) Maintenance and abandonment.

- (1) The wind turbines shall be maintained at all times according to the manufacturer's specifications.

Staff Comment: This requirement is pertaining to on-going monitoring of the

property is not applicable at this point.

- (2) A wind turbine that has become unstable leans significantly out-of-plumb, or that poses a danger of collapse shall be removed or brought into repair within 60 days following notice by the building official to the owner of the lot upon which the wind turbine is located. The building official may order immediate repairs or removal in the event of imminent collapse.

Staff Comment: This requirement is pertaining to on-going monitoring of the property is not applicable at this point.

- (3) If the owner of the wind turbines plans to abandon or discontinue, or is required to discontinue the operation of the system, the owner shall notify the building official by certified U.S. Mail of the proposed date of abandonment or discontinuation. Such notice shall be given no less than 30 days prior to abandonment or discontinuation.
- i. In the event that an owner fails to give such notice, the wind turbine shall be considered abandoned if the turbine is not operated for a continuous period of 12 months.
 - ii. Upon abandonment or discontinuation of use, the property owner shall physically remove the wind turbine within 90 days from the date of abandonment or discontinuation of use. "Physically remove" includes, without limitation, the actual, complete removal of the tower, turbine and all other components of the system and transportation of such components to an appropriate disposal site.

Staff Comment: This requirement is pertaining to potential future abandonment of the structure and is not applicable at this point.

The requirements for a Special Use Permit (SUP) are set forth in Article 3, Section 11 of the Zoning Ordinance. The requirements are established primarily to show that the health safety and general welfare of adjacent properties is protected. It is from this perspective that an SUP is reviewed. The applicant has provided a site plan showing the location of the wind energy system and manufacturer specifications showing the operating characteristics of the system to show compliance with these standards.

When City staff met with the homeowners on May 30, 2013, alternatives were discussed for the location of the wind energy system. In order to be in compliance with Zoning Ordinance, the tower would need to be constructed on a monopole tower; however, the homeowners

could not find a location without removing some existing large trees. The subject property is heavily vegetated and partially encumbered by an existing floodway, which provides challenges regarding the location of the wind energy system

It should be noted that the homeowners could potentially remove the existing trees and would not be required to obtain a permit nor mitigate for them. Furthermore, if they did this and mounted the wind energy system on a monopole tower adjacent to the house behind the front building line, they would not be required to obtain an SUP. It is the opinion of staff that the installation of the Wind Energy System on the roof of the existing home is a preferable alternative to removing existing trees on the home site and installing the System on a monopole tower. It is further the opinion of staff that the appearance of the wind energy system would not be noticeably different were it to be installed on a monopole tower. It is for these reasons that staff is recommending approval of the applicant's request.

Public Notification

Notice of this public hearing was mailed to the property owner and all other property owners within 1,000 feet of the subject property, as indicated by the most recently approved municipal tax roll and as required by Texas Local Government Code and the City of Sachse Code of Ordinances. Mailed notification was sent out on June 13, 2013 to a total of 59 property owners. As of Tuesday, June 25, 2013, eleven responses were returned-ten in favor of the request and one opposed to the request. See Attachment 4 for returned responses.

None.

Staff recommends approval of an Ordinance of the City of Sachse, Texas, amending the Comprehensive Zoning Ordinance and Map so as to grant a Special Use Permit for a Wind Energy System use on an approximately 2.235 acre tract of land, located at 5517 Sachse Road, more particularly described as Lot 1 of Sachse Park Estates and located in a Residential R-1 zoning district; providing special conditions; providing a repealing clause; providing for the approval of the Concept Plan attached as Exhibit "A"; providing for the approval of the elevations attached as Exhibit "B"; providing for the approval of the specifications attached as Exhibit "C".



CITY COUNCIL

JULY 1, 2013

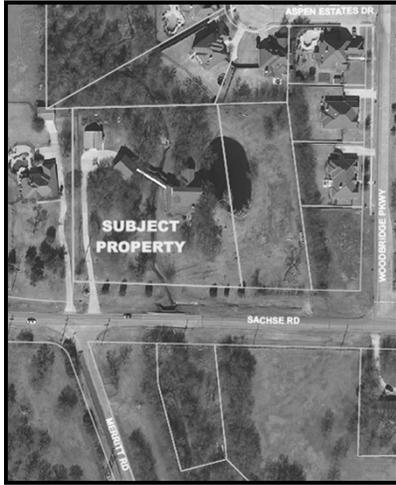
REQUEST

Conduct a public hearing and consider approval of an Ordinance of the City of Sachse, Texas, amending the Comprehensive Zoning Ordinance and Map so as to grant a Special Use Permit for a Wind Energy System use on an approximately 2.235 acre tract of land, located at 5517 Sachse Road, more particularly described as Lot 1 of Sachse Park Estates and located in a Residential R-1 zoning district; providing special conditions; providing a repealing clause; providing for the approval of the Concept Plan attached as Exhibit "A"; providing for the approval of the elevations attached as Exhibit "B"; providing for the approval of the specifications attached as Exhibit "C".



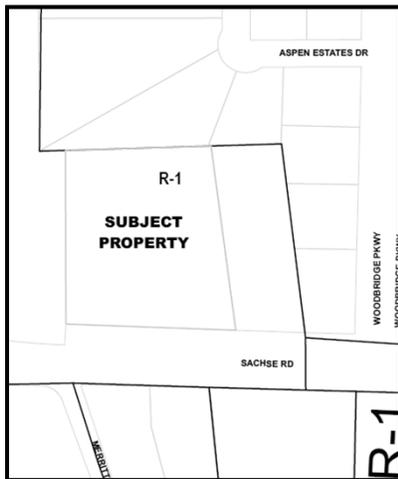
BACKGROUND

AERIAL LOCATION MAP



BACKGROUND

ZONING MAP



BACKGROUND

SITE INFORMATION

- ❑ Proposed Use: Wind Energy System
(mounted on roof of existing home)
- ❑ Site Area: 2.235 acres
- ❑ Existing Zoning: R-1
- ❑ Proposed Zoning: SUP



BACKGROUND

SITE INFORMATION

- ❑ Building Permit Application: 4/16
- ❑ Building Permit Issued: 5/15
- ❑ Construction of Wind Energy System:
5/15-5/29
- ❑ Staff discovered that the Building Permit that
was issued was not in conformance with
Zoning Regulations: 5/29
- ❑ Meeting with Homeowners: 5/30
- ❑ SUP request submitted: 6/4



BACKGROUND

SITE PHOTO



BACKGROUND

PLANNING & ZONING COMMISSION

Planning & Zoning Commission voted 5-0 on June 24, 2013, to recommend approval of this request.

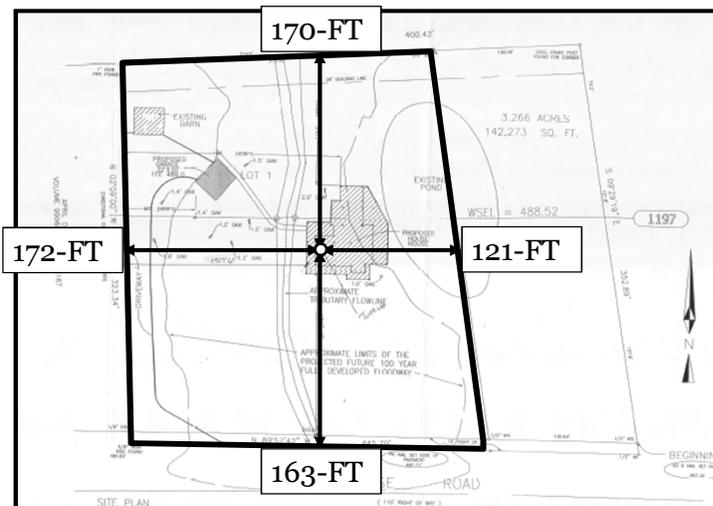


POLICY CONSIDERATIONS REQUIREMENTS

- ❑ Requirements outlined in Article 4, Section 9 of the Zoning Ordinance:
Construction standards. A wind energy system must be installed according to the manufacturer's recommendations and under the seal of a professional engineer registered in the State of Texas. Additionally, all components of a wind energy system shall comply with applicable state and local building codes. Only wind energy systems utilizing *monopole towers* shall be permitted. No systems utilizing lattice towers or requiring guy wires shall be permitted in the city.
- ❑ Request meets all requirements except “monopole tower”

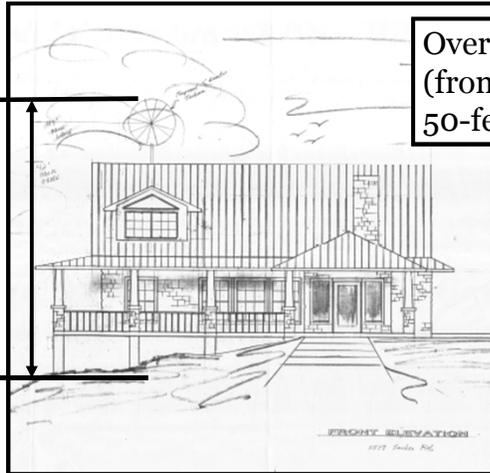


POLICY CONSIDERATIONS SITE PLAN - SETBACKS



POLICY CONSIDERATIONS

ELEVATION



Overall Height
(from grade to top of turbine):
50-feet



POLICY CONSIDERATIONS

SOUND LEVELS

- ❑ “Sound pressure levels. Sound pressure levels shall not exceed 50 decibels (dBA) between 7:00 a.m. and 10:00 p.m. and 35 decibels (dBA) between the hours of 10:00 p.m. and 7:00 a.m. as measured from the property line closest to the wind energy system.” (Zoning Ordinance, Article 4, Section 9.2(f))
- ❑ Product Specifications - At 10 ft. (3 meters) away, less than 35 dBA at 30 mph wind
- ❑ For reference, common sounds
 - pin dropping - 10 dBA
 - whisper - 30 dBA
 - light traffic - 50 dBA
 - conversational speech - 60 dBA



PUBLIC NOTIFICATION FEEDBACK

- 59 Property Owners within 1,000-feet notified
 - 10 in favor
 - 1 opposed



STAFF RECOMMENDATION

Staff recommends approval of the zoning request as presented.



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP SO AS TO GRANT A SPECIAL USE PERMIT FOR A WIND ENERGY SYSTEM USE ON AN APPROXIMATELY 2.235 ACRE TRACT OF LAND, LOCATED AT 5517 SACHSE ROAD, MORE PARTICULARLY DESCRIBED AS LOT 1 OF SACHSE PARK ESTATES AND LOCATED IN A RESIDENTIAL R-1 ZONING DISTRICT; PROVIDING SPECIAL CONDITIONS; PROVIDING A REPEALING CLAUSE; PROVIDING FOR THE APPROVAL OF THE CONCEPT PLAN ATTACHED AS EXHIBIT “A”; PROVIDING FOR THE APPROVAL OF THE ELEVATIONS ATTACHED AS EXHIBIT “B”; PROVIDING FOR THE APPROVAL OF THE SPECIFICATIONS ATTACHED AS EXHIBIT “C”; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Sachse and the governing body of the City of Sachse, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance and Map, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the governing body of the City of Sachse is of the opinion that said zoning ordinance should be amended as provided herein;

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Sachse, Texas, as heretofore amended, be and the same are hereby amended to grant a Special Use Permit for a Wind Energy System for the property located at 5517 Sachse Road, more particularly described as Lot 1 of Sachse Park Estates (hereinafter the “Property”), being situated in the City of Sachse, Dallas County, Texas, in a Residential R-1 District.

SECTION 2. That the above-described property shall be used only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Sachse, as heretofore amended, subject to the following special conditions:

1. The Special Use Permit shall be only for a Wind Energy System.
2. The Wind Energy System shall be mounted on the roof of the primary residential structure and shall be in accordance with the Specifications attached hereto as Exhibit “C” and incorporated as if set forth herein.

SECTION 3. That all provisions of the ordinances of the City of Sachse in conflict with the provisions of this ordinance be and the same are hereby repealed.

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 5. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Sachse, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

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

APPROVED:

Mike Felix, Mayor

DULY ENROLLED:

Terry Smith, City Secretary

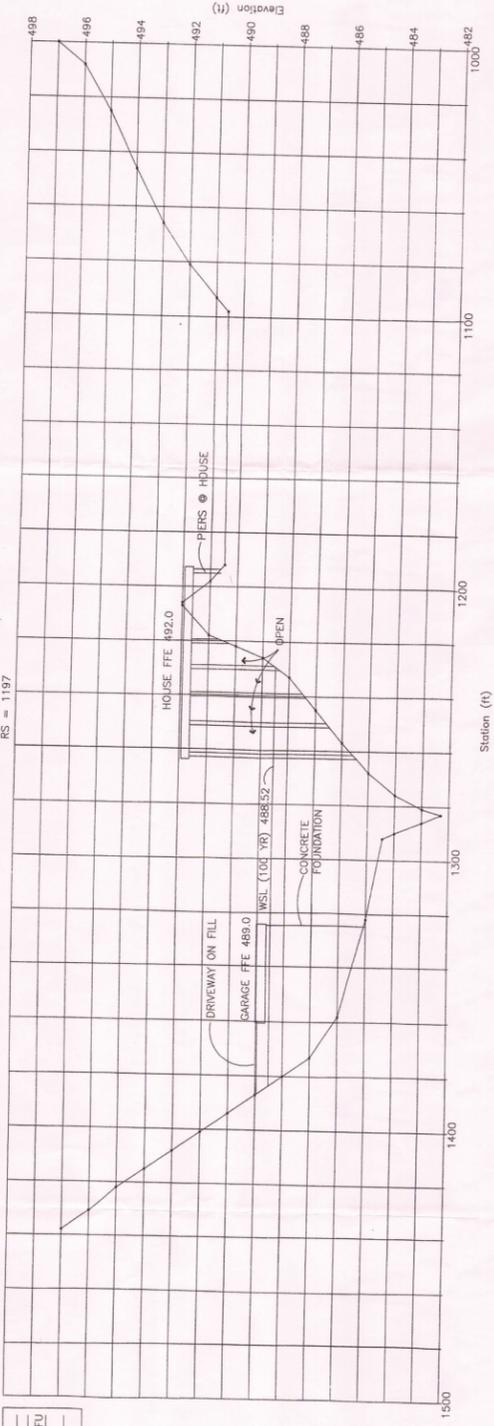
APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(PGS/06-20-13/61123)

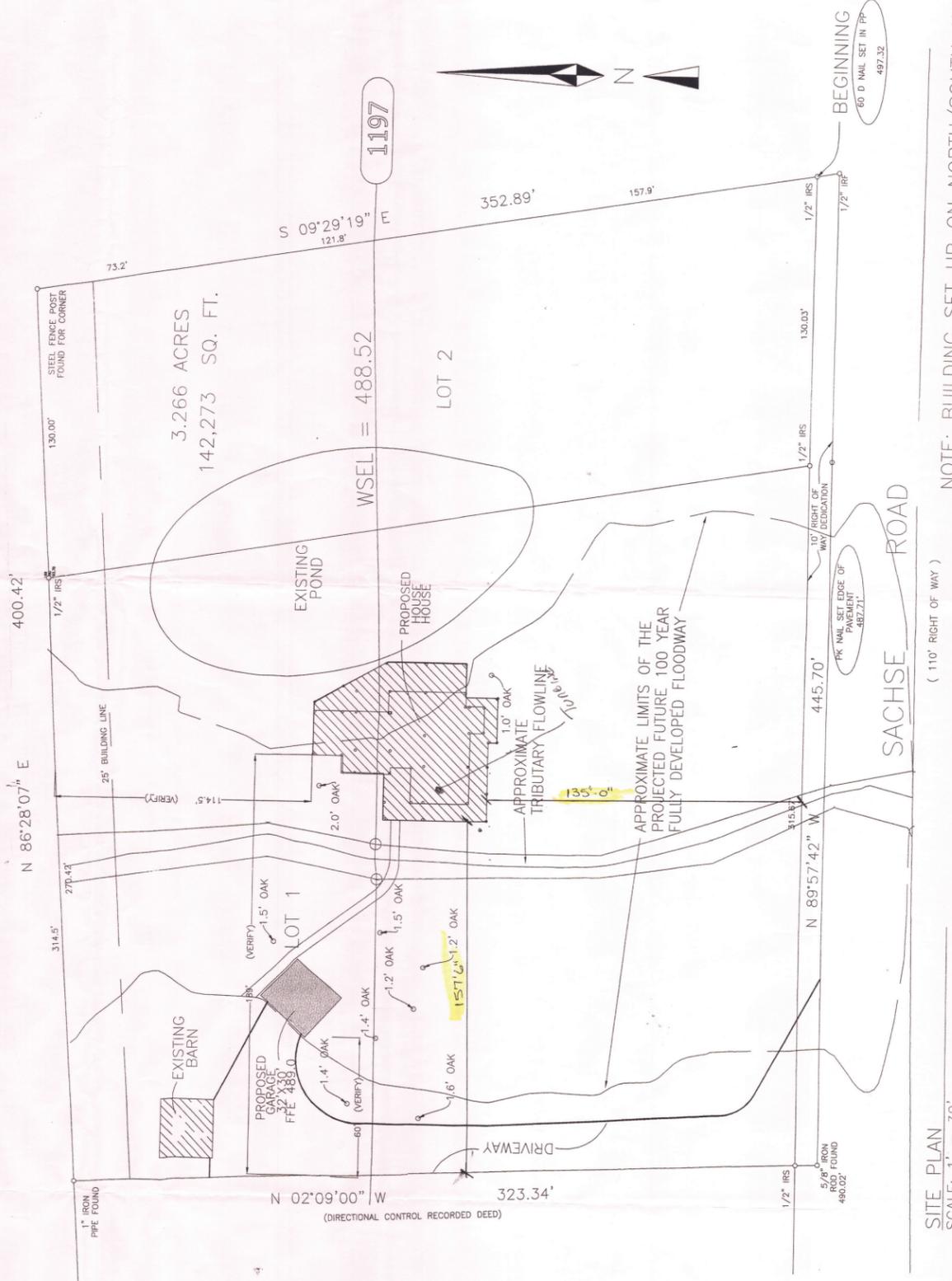
EXHIBIT A

nd	
Yr	EU
nd	
Sta	

Ex. Topo with Bridge & FU Q's
RS = 1197



SECTION 1197
SCALE: 1" = 30'



APRIL D. JOHNSON
VOLUME 99068 PAGE 3167

- Water surface elevations and floodplain limits have not been determined beyond the limits of the Lee Property.
- Water surface elevations and floodplain limits shown are based upon the assumption and calculations detailed in the September, 2002 Letter-Report to the City of Sachse

LEGEND:
WSEL = 488.46
1197 Cross Section Location Number and Water Surface Elevation.

NOTE: Ground Elevations and contours are from a survey by Barry Rhodes, Professional Land Surveyor.

MAY 06 2013

SITE PLAN
SCALE: 1" = 30'

NOTE: BUILDING SET UP ON NORTH/SOUTH AXIS
(110' RIGHT OF WAY)

EXHIBIT B



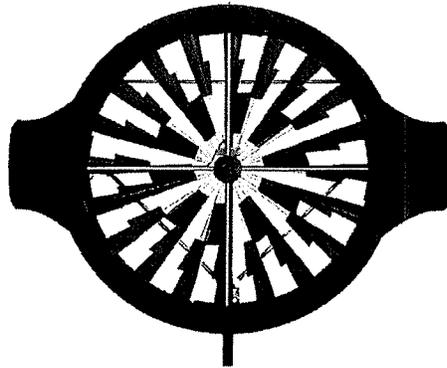
FRONT ELEVATION

5517 Sachse Rd.

MAY 06 2013

City of Sachse
Copy

WT6500 Specifications



Model WT6500	Specifications
Rated Power Output:	1500 W at 31 mph (13.9 m/s)
Weight:	Turbine: 225 lb. (102 kg), Directional Fins: 16 lb. (7.3 kg)
Rotor Diameter:	6 ft. (1.82 m)
Type:	Blade Tip Power System™
Blades:	20 Glass Filled Nylon (10 short and 10 long)
Shut Down Speed:	165 VDC or 40 mph (17.9 m/s)
Generator:	Perimeter Tip Permanent Magnet/Stator System
Grid Feeding:	Depends on Energy Management System chosen
Braking System:	Electromagnetic
Duty Type:	S1, Continuous Duty
Cut-In Wind Speed:	2-3 mph (0.9 m/s)
Rated Wind Speed:	31 mph (13.9 m/s)
Survival Wind Speed:	140 mph (62.6 m/s)
Recommended Minimum Average Wind Speed:	12 mph (5.4 m/s)
Sound Power Level:	At 10 ft. (3 m) away, less than 35 dB at 30 mph (13.4 m/s)
Temperature - Operating, Storage and Transportation:	-40 C to 60 C (-40 F to 140 F)

Spokes

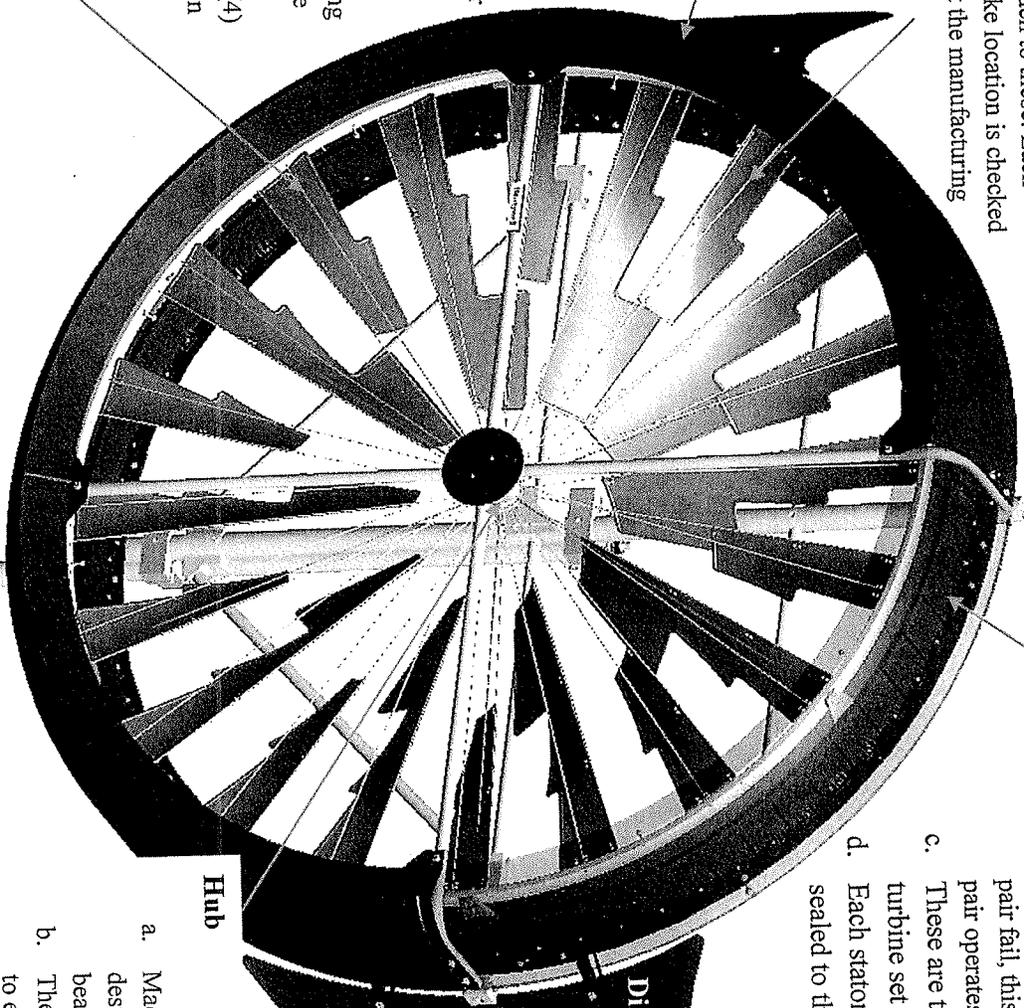
- a. Made of stainless steel
- b. There are 40 on each turbine
- c. The blades attach to these. Each individual spoke location is checked and verified at the manufacturing facility.

Stator

- a. Inside each stator are copper windings which are the power house of this turbine.
- b. There are 68 pairs of stators around the entire turbine. Should one pair fail, this will not affect the output of the other stator pairs. Each pair operates independently.
- c. These are tested individually, as a quad, and as a complete turbine set at the manufacturing facilities.
- d. Each stator is sonic welded to avoid any leakage and they are sealed to the circuit boards and the quads themselves.

Shroud

- a. Same material as the blades
- b. This allows a 120 degree wind acceptance to funnel the wind towards the center of the turbine.
- c. Should this get damaged from a storm or something hitting it, it can be replaced in the field. There are (4) shroud sections on a turbine.



Directional Fins

- a. Made from powder-coated aluminum
- b. These allow the turbine to always face prevailing winds. The turbine can spin degrees. It is allowed to change when changes.
- c. These do not come pre-assembled on the turbines. However, they are shipped together and can be assembled on site with (4) bolts per directional fin.

Hub

- a. Made of Stainless Steel and (2) ceramic bearings. A thrust bearing design encapsulates the hub to prevent damage to the radial bearing
- b. The hub of the wheel is the component that has allowed the turbine to eliminate its need for a gearbox.
- c. The ceramic bearings contain no lubrication and have a 5-7 year life expectancy. They will need to be replaced at that time.
- d. Everything on the turbine is built off from this center point to ensure the best possible concentricity and therefore the most fluid 'free-wheel' ability once assembled.

Multi-Stage Blades

- a. Made from recycled glass and nylon
- b. 20 per turbine (10 are long (3) stage, 10 are short (2) stage)
- c. These are allowed to flex with the wind. There were originally only 10 single stage blades, but to increase performance and direct the wind towards the center of the turbine they were upgraded to the current design.
- d. These are easy to replace should one break off in the field from a stick or other object flying into the turbine. Blade replacement kits are available.

Updated: 4/18/12

Main Pole

- a. Anodized Aluminum
- b. This is the main backbone of the turbine. The house pole pivots around this pole.

Top Horizontal Cross Bar

- a. Anodized Aluminum

Wire Coupler

- a. This allows the turbine to spin infinitely and the wires will never become tangled.
- b. The wire coupler is covered.

Quad

- a. Made up of the powder-coated quad plate, circuit boards, and stators.
- b. This contains the main electronics of the turbine. (4) Of these make up one turbine.

Horizontal Cross Bar

- a. Anodized Aluminum
- b. The wires run from the quad along this bar to the center wire coupler.

House Pole Bushings

- a. These allow the turbine to spin on the main pole around the house pole.

House Pole

- a. Anodized Aluminum
- b. This is what the turbine spins around.
- c. The house pole is what connects into the QuadPod or a pole coupler.

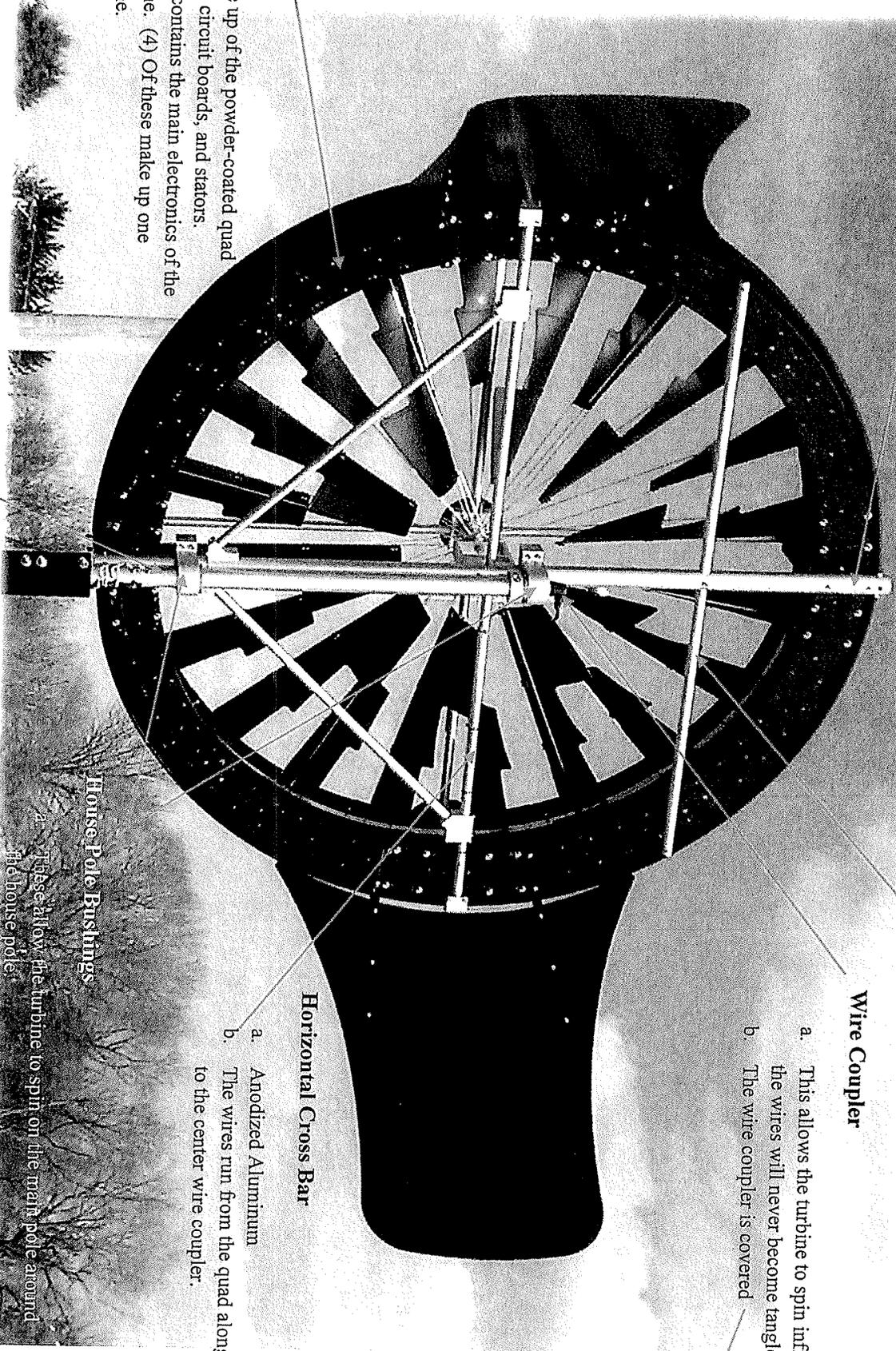
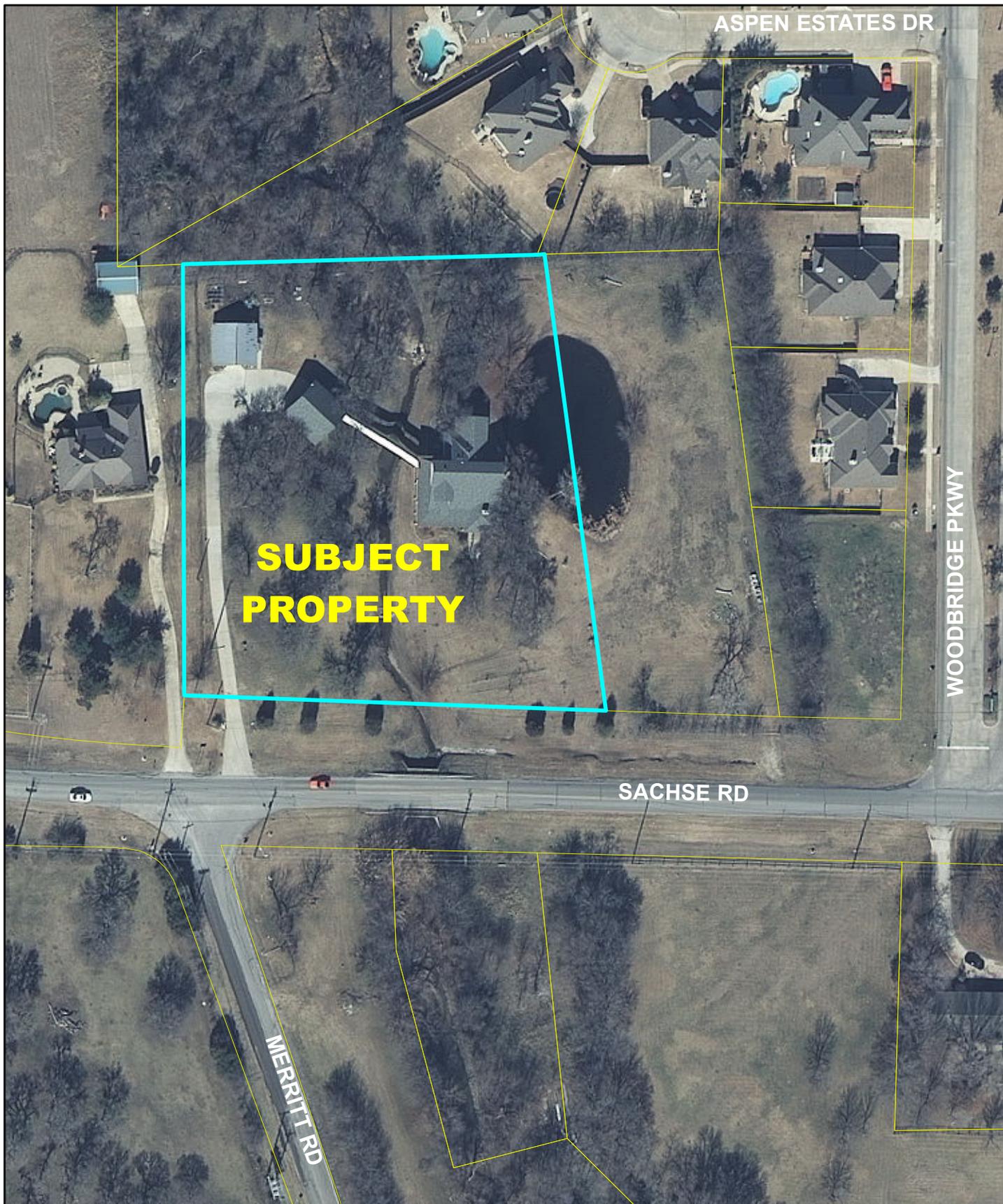


EXHIBIT C

Updated: 4/18/12





AERIAL LOCATION MAP

*5517 Sachse Road - Wind Generator
Special Use Permit (SUP13-04)
Map Created: May 31, 2013*

ASPEN ESTATES DR

R-1

**SUBJECT
PROPERTY**

WOODBIDGE PKWY

WOODBIDGE PKWY

SACHSE RD

R-1

MERRITT RD



ZONING IDENTIFICATION MAP

*5517 Sachse Road - Wind Generator
Special Use Permit (SUP13-04)
Map Created: May 31, 2013*



TIME RECEIVED June 13, 2013 11:59:27 AM CDT	REMOTE CSID 972 276 7969	DURATION 55	PAGES 1	STATUS Received
06/13/2013 11:29	972-276-7969	DLT POWER, INC.		PAGE 01



ATTACHMENT 4
Community Development
Department

NOTICE OF PUBLIC HEARING

TO: Property Owner
DATE: June 10, 2013
RE: Special Use Permit for a Wind Energy System
LOCATION: This property is located 5517 Sachse Road. (A location map depicting the 1,000-foot notification area is attached for reference.)

EXPLANATION OF REQUEST: The applicant is requesting a Special Use Permit (SUP) for a roof-mounted Wind Energy System on their single-family residential property.

I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
 I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

*Good for environment - Roof mounted are
okay on houses w/ acreage.*

SIGNATURE: *Cathy Taylor* *Not on city lots*
PRINTED NAME: CATHY TAYLOR *IN neighborhood*
ADDRESS: 5114 Merritt Rd

Your written comments are being solicited in the above case. Additional information is available through the Community Development Department located at 3815-B Sachse Road. The Planning and Zoning Commission will hold a public hearing and offer a formal recommendation of the above request at 7:00pm on Monday, June 24, 2013. The City Council will hold a public hearing and consider approval of an Ordinance for the Special Use Permit at 7:30pm on Monday, July 15, 2013. Both meetings will be conducted in the City Council Chambers, located at 3815-B Sachse Road, Sachse, Texas.

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If you have any questions concerning this request, please contact the Community Development Department. Phone: (469) 429-4781 Email: mkurbansade@cityofsachse.com	RETURN BY FAX OR MAIL City of Sachse Community Development Dept. 3815-B Sachse Road Sachse, TX 75048 FAX: (972) 675-9812
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TIME RECEIVED
June 13, 2013 11:04:15 AM CDT

REMOTE CSID

DURATION
37

PAGES
1

STATUS
Received

06/13/2013 11:04

COLDWELL BANKER

#1723 P.001/001



**ATTACHMENT 4
Community Development
Department**

NOTICE OF PUBLIC HEARING

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I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Good idea for environment

SIGNATURE: Lavenda Lee
PRINTED NAME: LAVENDA LEE
ADDRESS: 5517 - Sachse Rd

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City of Sachse Community Development Dept.
3815-B Sachse Road
Sachse, TX 75048
FAX: (972) 675-9812

TIME RECEIVED
June 18, 2013 10:11:06 AM CDT

REMOTE CSID
9728402512

DURATION
40

PAGES
1

STATUS
Received

06/17/2013 22:14 9728402512

GARLAND ROOFING

PAGE 01/01

ATTACHMENT 4



**Community Development
Department**

NOTICE OF PUBLIC HEARING

TO: Property Owner
DATE: June 10, 2013
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I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
 I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Its his land, he can do what he
wants with it.
I wish all our neighbors were like them.

SIGNATURE: Todd & April Johnson
PRINTED NAME: Todd & April Johnson
ADDRESS: 5505 Sachse Rd. Sachse, TX 75048

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City of Sachse Community Development Dept.
3815-B Sachse Road
Sachse, TX 75048
FAX: (972) 675-9812

TIME RECEIVED
June 13, 2013 10:11:21 AM CDT

REMOTE CSID
2146132810

DURATION
71

PAGES
1

STATUS
Received

JUN-13-2013 10:32 AM Calvary Hill Baptist

2146132810

P. 1



ATTACHMENT 4
Community Development
Department

NOTICE OF PUBLIC HEARING

TO: Property Owner
DATE: June 10, 2013
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I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
 I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

SIGNATURE: Pam Sandlin / Rick Sandlin
PRINTED NAME: 5715 Sachse Rd. Pam Sandlin Rick Sandlin
ADDRESS: Sachse TX 75048

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TIME RECEIVED
June 14, 2013 1:05:14 PM CDT

REMOTE CSID
2143451200

DURATION PAGES
41 1

STATUS
Received

06/14/2013 11:59 2143451200

W D C B

PAGE 01/01



ATTACHMENT 4
Community Development
Department

NOTICE OF PUBLIC HEARING

TO: Property Owner
DATE: June 10, 2013
RE: Special Use Permit for a Wind Energy System

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I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Everyone should be allowed to have wind + solar energy systems. Even as a Woodbridge resident + subject to their homeowners association, I feel anyway you can conserve energy should be allowed.

SIGNATURE: [Signature]
PRINTED NAME: DAVID G. HESSLER
ADDRESS: 5921 Woodbridge Pkwy, Sachse

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City of Sachse Community Development Dept.
3815-B Sachse Road
Sachse, TX 75048
FAX: (972) 675-9812

TIME RECEIVED
June 13, 2013 7:13:10 AM CDT

REMOTE CSID

DURATION PAGES
44 1

STATUS
Received

JUN-13-2013 07:12 From:

To: 9726759812

Page: 1/1



**ATTACHMENT 4
Community Development
Department**

NOTICE OF PUBLIC HEARING

TO: Property Owner
DATE: June 10, 2013
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- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
- I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: ANY TIME WE CAN SAVE ENERGY,
WE SHOULD USE WIND!

SIGNATURE: [Signature]
PRINTED NAME: LARRY A. BOYEE
ADDRESS: 6006 ASPEN ESTATES DR

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TIME RECEIVED
June 12, 2013 8:22:04 PM CDT

REMOTE CSID
9724963224

DURATION PAGES
71 1

STATUS
Received

Jun 12 13 08:22p Oren Peacock

9724963224

p.1



ATTACHMENT 4
Community Development
Department

NOTICE OF PUBLIC HEARING

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DATE: June 10, 2013
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- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
- I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: FOR A LOT THIS SIZE THEY SHOULD BE ALLOWED WITH OUT A REQUEST FOR A SPECIAL USE PERMIT

SIGNATURE: Oren Peacock
PRINTED NAME: OREN PEACOCK
ADDRESS: 5409 HERITAGE CR.

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Community Development Department

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- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: I have no reason to oppose. It is fine with us.

SIGNATURE: Phil Cozelle Jean McCozelle
PRINTED NAME: Phil & Jean Cozelle
ADDRESS: 5915 Woodbridge Pkwy Sachse 75048

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Community Development Department

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- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Before supporting this, I need assurance that this device will not generate noise that will disturb neighbors
SIGNATURE: Winston S. Jones
PRINTED NAME: Winston S. Jones
ADDRESS: 6212 Aspen Estates Dr. Sachse, TX 75048

Your written comments are being solicited in the above case. Additional information is available through the Community Development Department located at 3815-B Sachse Road. The Planning and Zoning Commission will hold a public hearing and offer a formal recommendation of the above request at 7:00pm on Monday, June 24, 2013. The City Council will hold a public hearing and consider approval of an Ordinance for the Special Use Permit at 7:30pm on Monday, July 15, 2013. Both meetings will be conducted in the City Council Chambers, located at 3815-B Sachse Road, Sachse, Texas.
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ATTACHMENT 4
Community Development
Department

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- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: His land, he can do what he wants with it.
I wish all our neighbors were like them.

SIGNATURE: Todd & April Johnson
PRINTED NAME: Todd & April Johnson
ADDRESS: 5505 Sachse Rd. Sachse, TX 75048

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**ATTACHMENT 4
Community Development
Department**

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- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
 I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Cannot see this except from Sachse Rd.

SIGNATURE: Bobbie Gardner
PRINTED NAME: Bobbie GARDNER
ADDRESS: 6207 Aspen Estates Dr, Sachse, TX

Your written comments are being solicited in the above case. Additional information is available through the Community Development Department located at 3815-B Sachse Road. The Planning and Zoning Commission will hold a public hearing and offer a formal recommendation of the above request at 7:00pm on Monday, June 24, 2013. The City Council will hold a public hearing and consider approval of an Ordinance for the Special Use Permit at 7:30pm on Monday, July 15, 2013. Both meetings will be conducted in the City Council Chambers, located at 3815-B Sachse Road, Sachse, Texas.

Any owner of property subject to a proposed rezoning or affected by a proposed rezoning may protest the rezoning by filing a written protest (this form is sufficient) with the Director of Community Development within the time specified above. The protest shall object to the zoning map amendment, contain a legal description of the property on behalf of which the protest is made, and be signed by the owner of the property. If protests in the form of opposition are received from property owners within 200 feet of the subject property, or the property owners own a combined minimum of 20 percent or more of the land area, approval by the City Council shall only occur with a concurring vote of at least three-fourths of the full membership of the City Council.

If you have any questions concerning this request, please contact the Community Development Department.
Phone: (469) 429-4781
Email: mkurbansade@cityofsachse.com

RETURN BY FAX OR MAIL
City of Sachse Community Development Dept.
3815-B Sachse Road
Sachse, TX 75048
FAX: (972) 675-9812



Legislation Details (With Text)

File #: 13-1611 **Version:** 1 **Name:** Vietnamese Baptist Church - Sewer Variance
Type: Agenda Item **Status:** Agenda Ready
File created: 6/26/2013 **In control:** City Council
On agenda: 7/1/2013 **Final action:**
Title: Consider approval of a Variance Request for an On-Site Sewage Facility associated with the Vietnamese Baptist Church Development, generally located on the south side of Sachse Road, and east of the Public Works Department building.

Executive Summary

A variance is being requested by the property owner to permit an aerobic septic system, also known as an On-Site Sewage Facility, or OSSF, to be constructed on the property to provide sewage treatment on-site, in lieu of connecting to the public sanitary sewer system.

Sponsors:

Indexes:

Code sections:

- Attachments:** [Aerobic System.pdf](#)
[Letter of Intent.pdf](#)
[Lift Station.pdf](#)
[Location Map.pdf](#)
[Presentation.pdf](#)
[Uniform Development Application.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approval of a Variance Request for an On-Site Sewage Facility associated with the Vietnamese Baptist Church Development, generally located on the south side of Sachse Road, and east of the Public Works Department building.

Executive Summary

A variance is being requested by the property owner to permit an aerobic septic system, also known as an On-Site Sewage Facility, or OSSF, to be constructed on the property to provide sewage treatment on-site, in lieu of connecting to the public sanitary sewer system.

The information contained within this staff report is the latest information provided by the applicant. The applicant has submitted the Uniform Development Application, a letter requesting the variance, and two proposed plans (one for a septic system and one for connection to the public system) to City Staff for review. Staff has reviewed both plans.

The subject property associated with the variance request is approximately 9 acres and is generally located on the south side of Sachse Road, and east of the Public Works Department building (See Attachment 1 - Location Map). The proposed development on the subject property is an 8,000 square foot Church.

Current regulations would require the applicant to construct an on-site lift station with a force lateral that would lift their sewage up and connect to the public sanitary sewer system. Typically, the public main in this situation is a gravity main. However, there is not currently a gravity sewer system in Sachse Road. The development would be required to connect to the existing 12-inch force main in the north right-of-way of Sachse Road.

The applicant is requesting to construct an OSSF (septic system) which would require a variance based upon Sachse City Code, Chapter 6: Health and Sanitation Ordinance.

The variance that has been requested is as follows:

1. Variance for the construction of an on-site sewage facility (OSSF) in lieu of connecting to the public sanitary sewer system.

Pursuant to Chapter 6, Section 6-6.C(3) of the Code of Ordinances:

In the City of Sachse the property owner shall connect to the public sewage collection system where it is available or within six months after notification is given that public sewer is available. In those areas not sewered by the public sewage system, a city approved septic tank and soil absorption system may be used. This section is to regulate the use and construction of septic tanks for those areas which are not served by a public sewage system.

Pursuant to Chapter 6, Section 6-6.E of the Code of Ordinances:

E. Variances. The City of Sachse may authorize a variance from these regulations when in its opinion undue hardship will result from requiring strict compliance. In granting a variance, the city shall prescribe only conditions that it deems necessary or desirable to the public interest and making the findings herein below required. The city shall take into account the nature of the proposed use of treatment involved and the probable effect of such variance upon the public health, safety, convenience, and welfare in the vicinity.

- (1) That there are special circumstances or conditions affecting the property involved such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of his land.
- (2) That the variances are necessary for the preservation and employment of substantial property right of the applicant, that the granting of the variance will not be detrimental to the public health, safety or welfare or injurious to other property in the area.
- (3) That the granting of a variance is not the result of findings of a pecuniary hardship to a building or home owner, standing alone, and the result of financial hardship.
- (4) The city may not authorize a variance that would constitute a violation of any other valid ordinance of the City of Sachse, the County of Dallas, the Texas state health department, the City of Dallas, and/or the Texas water commission.

Staff has reviewed the information provided by the applicant in light of the aforementioned criteria set forth in the Code of Ordinances (See Attachment 2 for the Letter of Intent provided by the applicant).

Staff concludes that the location of the property and available public infrastructure does present somewhat of a unique circumstance. Typically a property connects to a public gravity sanitary sewer main. In this circumstance, the only available public sewer is a 12" force main in Sachse Road. It is possible for the development to connect to this existing force main, with special considerations taken for the pressure and flow of the force main relative to the pressure and flow of the private force lateral to ensure sewage in the public main does not backflow into the private system.

None.

Staff recommends denial of the variance request.



God's Servants Vietnamese Baptist Church
 6516 Sachse Rd.
 Scarshe, TX

DATE	REV. NO.	DESCRIPTION
03/22/2013	FOA	ISSUE FOR OWNER APPROVAL

PROJECT No. 03062013
 DATE: xx/xx/xxxx
 DRAWN BY:
 APPROVED BY: EEW

DRAWING TITLE
**SITE PLAN
 AEROBIC
 SYSTEM**

SHEET NO.
SP1A

1 SITE PLAN -AEROBIC SYSTEM

SCALE: 1/32"=1'-0"

concept plan 4



NOTICE: These plans are instruments of a professional service and are prepared by common law, statutory and other reserved rights including copyrights. They may not be reproduced or used for any purpose without the written consent of the Architect.



May 31, 2013

City of Sachse
Development Services
c/o Greg, A Peters, P.E. LEED, City Engineer
3815-B Sachse Rd.
Sachse, TX 75048

RE: Variance Request for Aerobic Septic System
God's Servants Vietnamese Baptist Church
3616 Sachse Road
Sachse, TX 75048

Gentlemen,

We are request consideration of a variance for the septic system required for the development of the God's Servants Vietnamese Baptist Church.

We are proposing the installation of an Aerobic Septic System for the church property as opposed to the grinder and pump station to the forced main city line.

Request are for financial and operational cost as follows.

The "Grinder and Forced Main System" would be a total install cost at \$25,000.00.

The "Aerobic Septic System" a total install cost at \$8,500.00.

Financial savings of \$16,500.00.

This saving represents a significant savings for the community. This cost saving will help pay of the 8" fire water line the church will have bear the full cost of approximately \$26,000.00 with no financial assistance from the city for primary service lines.

It also has a long term savings aspect in regard to water usage and water demand on city system. The Aerobic system would reuse and retreat the water consumed on the site for irrigation system. and be self sustaining. The system would be designed to include and proposed future expansion. Preliminary design we anticipate a 1000 gal storage system would meet the current expansion plan. The system would be reevaluated with any expansion plan.

We believe the long term applications this will be a positive water conservation system for the community and city since the demand on the water supply will only increase demand and existing systems and reduce the city treatment cost of septic city water.



Inclosing we believe this is a positive for both the city, community, and church.

We appreciate the committees serious consideration of our proposal.

Thanks You,

A handwritten signature in black ink, appearing to read 'Ernest E. Warnock, Jr.'.

Ernest E Warnock, Jr. Architect
Owner's Representative
EE Warnock & Associates

FLIE: ltr-cog app 05312013



God's Servants Vietnamese
 Baptist Church
 6516 Sachse Rd.
 Scarshe, TX

DATE	REV. NO.	DESCRIPTION
03/22/2013	FOA	ISSUE FOR OWNER APPROVAL

PROJECT No. 03062013
 DATE: xx/xx/xxxx
 DRAWN BY:
 APPROVED BY: EEW

DRAWING TITLE
 SITE PLAN
 FORCED MAIN
 GRINDER SYSTEM

SHEET NO.
SP1G

1 SITE PLAN -FORCED MAIN GRINDER SYSTEM
 concept plan 4
 SCALE: 1/32"=1'-0"



NOTICE: These plans are instruments of a professional service and are prepared by common law, statutory and other reserved rights including copyrights. They may not be reproduced or used for any purpose without the written consent of the Architect.

PROJECT LOCATION



VIETNAMESE BAPTIST CHURCH OF SACHSE

VARIANCE REQUEST



CITY COUNCIL

JULY 1, 2013

OVERVIEW

- × PROJECT DESCRIPTION
- × PROJECT LOCATION
- × CITY OF SACHSE HEALTH AND SANITATION ORDINANCE
- × EXISTING UTILITIES
- × SURROUNDING CONDITIONS
- × VARIANCE REQUEST
- × STAFF FINDINGS
- × STAFF RECOMMENDATION
- × DISCUSSION

CITY COUNCIL

JULY 1, 2013

PROJECT DESCRIPTION

- ✘ The Vietnamese Baptist Church is a proposed development on the south side of Sachse Road, east of the Public Works Department building.
- ✘ The property is zoned Agriculture.
- ✘ The proposed development includes the construction of a new 8,000 square foot Church on approximately 9 acres of land.

CITY COUNCIL

JULY 1, 2013

PROJECT LOCATION



CITY COUNCIL

JULY 1, 2013

CITY ORDINANCE

The City Ordinance pertaining to this request is City Ordinance 164, dated August 8, 1972.

Chapter 6: Health & Sanitation

6-6 C. Authority

In the City of Sachse the property owner shall connect to the public sewage collection system where it is available or within six months after notification is given that public sewer is available. In those areas not sewered by the public sewage system, a city approved septic tank and soil absorption system may be used.

CITY COUNCIL

JULY 1, 2013

CITY ORDINANCE

Chapter 6: Health & Sanitation

6-6 E. Variances

The City of Sachse may authorize a variance from these regulations when in its opinion undue hardship will result from requiring strict compliance. In granting a variance, the City shall prescribe only conditions that it deems necessary or desirable to the public interest and making the findings herein below required. The city shall take into account the nature of the proposed use of treatment involved and the probable effect of such variance upon the public health, safety, convenience, and welfare in the vicinity.

CITY COUNCIL

JULY 1, 2013

CITY ORDINANCE

Chapter 6: Health & Sanitation

6-6 E. Variances (continued)

- (1) *That there are special circumstances or conditions affecting the property involved such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of his land.*
- (2) *That the variances are necessary for the preservation and employment of a substantial property right of the applicant, that the granting of the variance will not be detrimental to the public health, safety or welfare or injurious to other property in the area.*

CITY COUNCIL

JULY 1, 2013

CITY ORDINANCE

Chapter 6: Health & Sanitation

6-6 E. Variances (continued)

- (3) *That the granting of a variance is not the result of findings of a pecuniary hardship to a building or home owner, standing alone, and the result of a financial hardship.*
- (4) *The city may not authorize a variance that would constitute a violation of any other valid ordinance of the City of Sachse, the County of Dallas, the Texas state health department, the City of Dallas, and/or the Texas water commission.*

CITY COUNCIL

JULY 1, 2013

EXISTING UTILITIES

- × Currently there is not a gravity sanitary sewer system in Sachse Road.
- × There are no current plans to construct a gravity sewer system in Sachse Road.
- × There is an existing 12” Sanitary Sewer Force Main in the North R.O.W. of Sachse Road.
- × Connection to this force main would require the Church to construct a private lift station with a force lateral that would tie into the existing force main in Sachse Road.

CITY COUNCIL

JULY 1, 2013

SURROUNDING CONDITIONS

- × The Sachse Road 12-inch force main was constructed in 1998.
- × There are no direct connections of a private sanitary sewer lateral to an existing public sanitary sewer force main in the City of Sachse.
- × The City of Sachse Animal Shelter was taken off of an OSSF in 2009, with the installation of a small lift station and force lateral.
- × The City of Sachse Public Works Building currently utilizes an OSSF (septic system).
- × There is an existing home on Sachse Road east of the subject property, constructed in 1985, that has an OSSF.

CITY COUNCIL

JULY 1, 2013

VARIANCE REQUEST

- ✘ The Owner is requesting a variance to allow for the construction of an On-Site Sewage Facility (OSSF), also known as a septic system, in lieu of connecting to the public sanitary sewer system.
- ✘ It has been estimated by the Owner's representative that a 1,000-gallon aerobic system would be required to treat sewage for the proposed facility and all future additions/expansions that may occur.
- ✘ The Owner's representative has completed the Uniform Development Application and submitted a letter officially requesting the variance.

CITY COUNCIL

JULY 1, 2013

VARIANCE REQUEST (CONT.)

- ✘ The Owner's Representative has estimated the cost implications as listed below:
 - + Cost to connect to the public force main with a grinder pump/lift station/small force main - \$25,000.00
 - + Cost to install an aerobic septic system on-site - \$8,500.00

CITY COUNCIL

JULY 1, 2013

VARIANCE REQUEST (CONT.)

- × The Owner's Representative has provided the following reasons for the variance request in a letter dated May 31, 2013:
 - + "Financial hardship"
 - + "Savings will assist the Owner in paying for the installation of an 8-inch public water main in Sachse Road, which will bring city water to multiple adjacent properties that are currently on a sub-standard, non-city water main from East Fork Water District. (Est. \$26,000.00 cost)"
 - + "Water Conservation: re-use of sewer water for irrigation"
 - + "Reduce demand on the public sewer system"

CITY COUNCIL

JULY 1, 2013

CONCLUSION

- × The Owner of the Vietnamese Baptist Church Property is requesting a variance to allow for the construction of an On Site Sewage Facility (OSSF), or septic system, in lieu of connecting to the public sanitary sewer system.

CITY COUNCIL

JULY 1, 2013

STAFF FINDINGS

- + *Only one new sewer has been constructed in the immediate area, the Animal Shelter, with the installation of a lift station in 2009.*
- + *A connection to the 12-inch force main will not deprive the applicant of the reasonable use of his land.*
- + *Granting the variance is not required for the preservation and employment of a substantial property right of the applicant.*
- + *Granting the variance will not be detrimental to the public health, safety or welfare or injurious to other property in the area.*
- + *The property does meet the minimum size requirements for an OSSF as listed in Article 4, Section 6 of the Zoning Ordinance.*

CITY COUNCIL

JULY 1, 2013

STAFF RECOMMENDATION

- ✘ *City Staff recommends denial of the variance request.*
- ✘ *City Council may review the variance request and make a motion to approve or deny the variance per the variance process identified in the Sachse City Code, Chapter 6: Health & Sanitation Ordinance.*

CITY COUNCIL

JULY 1, 2013

DISCUSSION

CITY COUNCIL

JULY 1, 2013



#65138456510080000

UNIFORM DEVELOPMENT APPLICATION

APPLICATION INFORMATION			
Project Name: God's Servants Vietnamese Baptist Church		Total Acreage: 8.96	
Location of Property: 6516 Sachse Road		Appraisal District Account Number(s) & County: 1384565100800 2 CK 3845651 Dallas	
Subdivision/Addition Name: City of Sachse Addition		Lot: 1	Block: 1
Future Land Use Map Designation(s):		Current Zoning Designation(s):	
TYPE OF REQUEST			
		Fees Paid (*For Administrative Use Only)	
<input type="checkbox"/> Rezoning		\$	
<input type="checkbox"/> Planned Development		\$	
<input type="checkbox"/> Special Use Permit (SUP)		\$	
<input type="checkbox"/> Temporary Special Use Permit (SUP)		\$	
<input type="checkbox"/> Temporary Seasonal Sales		\$	
<input type="checkbox"/> Temporary Retail Sales		\$	
<input checked="" type="checkbox"/> Variance		\$	
<input type="checkbox"/> Site Plan		\$	
<input type="checkbox"/> Landscape Plan		\$	
<input type="checkbox"/> Tree Management Plan		\$	
<input type="checkbox"/> Preliminary Plat		\$	
<input type="checkbox"/> Final Plat		\$	
<input type="checkbox"/> Replat		\$	
<input type="checkbox"/> Amending Plat		\$	
<input type="checkbox"/> Minor Plat		\$	
<input type="checkbox"/> Conveyance Plat		\$	
CURRENT PROPERTY OWNER			
Company: God's Servants Vietnamese Baptist Church		Name: Jim R. Klassen	
Address: P.O. BOX 495127		Phone No: 214-732-4820	
		Fax No:	
City: Garland	State: TX	Zip Code: 75049-5127	E-Mail: jimshoes2003@yahoo.com
APPLICANT/CONTRACT PURCHASER			
Company: EE Warnock & Associates, LLC		Name: Ernest E Warnock, Architect	
Address: 2834 Sunny Hill Lane		Phone No: 972-757-7551	
		Fax No:	
City: Dallas	State: TX	Zip Code: 75234	E-mail: ernest.warnock@gmail.com
AGENT/REPRESENTATIVE			
Company: EE Warnock & Associates, LLC		Name: Ernest E Warnock, Architect	
Address: 2834 Sunny Hill Lane		Phone No: 972-757-7551	
		Fax No:	
City: Dallas	State: TX	Zip Code: 75234	E-mail: ernest.warnock@gmail.com
For Administrative Use Only			
Date: _____		Case Number: _____	
		Total Fees Paid: \$ _____	



Legislation Details (With Text)

File #: 13-1628 **Version:** 1 **Name:** Republic Waste Renewal
Type: Agenda Item **Status:** Agenda Ready
File created: 6/28/2013 **In control:** City Council
On agenda: 7/1/2013 **Final action:**
Title: Discuss a contract renewal with Allied Waste Systems, Inc. or current parent company for Allied Waste Systems, Inc. for the collection and disposal of solid waste and recyclable commodities in the City of Sachse for one additional five-year term.

Executive Summary

The term of the existing five-year waste disposal and recycling agreement in the City of Sachse between Allied Waste Systems, Inc. and the city will expire on April 2, 2014. The term of the agreement permits the city to renew the agreement for one additional five-year term ending April 2, 2019. The purpose of this item is to discuss renewal alternatives with the City Council and to understand the Council's desire to renew the agreement.

Sponsors:

Indexes:

Code sections:

Attachments: [Allied Contract.pdf](#)
[Republic Fees.pdf](#)
[2013 Waste Contract Renewal.pdf](#)

Date	Ver.	Action By	Action	Result
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Discuss a contract renewal with Allied Waste Systems, Inc. or current parent company for Allied Waste Systems, Inc. for the collection and disposal of solid waste and recyclable commodities in the City of Sachse for one additional five-year term.

Executive Summary

The term of the existing five-year waste disposal and recycling agreement in the City of Sachse between Allied Waste Systems, Inc. and the city will expire on April 2, 2014. The term of the agreement permits the city to renew the agreement for one additional five-year term ending April 2, 2019. The purpose of this item is to discuss renewal alternatives with the City Council and to understand the Council's desire to renew the agreement.

The city entered into a five-year agreement with Allied Waste Systems, Inc. (Allied) on April 2, 2009. The agreement expires on April 2, 2014. Under the terms of the agreement, the city must notify Allied 180 days prior to April 2, 2014 in the event that the city will not renew the agreement. The deadline to notice Allied is October 4, 2013.

Staff has met with representatives of Republic Services, Inc., the current corporation who acquired Allied Waste Systems, Inc., several times this year to discuss a potential contract renewal. Staff met with Mr. Mike Tarbet, General Manager, and Mrs. Brenda Lalonde,

Division Municipal Services Manager.

During our most recent meeting on June 25, 2013, Mr. Tarbet agreed to provide several additional items to the city at no change to the current cost structure included in the agreement if the city will renew the contract with Republic. Those services are listed below.

1. During the annual holiday tree collection, Republic will mulch the waste trees and return the mulch to the city.
2. During the annual Great American Cleanup event, Republic will provide:
 - a. E-waste collection and disposal.
 - b. Household hazardous waste collect and disposal.
 - c. Document shredding.

The current household monthly cost for waste pickup and recycling is \$14.40 per month. There is an additional charge of \$6.34 per month for an additional waste polycart. An additional recycling polycart is available to residents at no additional cost. The existing agreement provides for annual adjustments to the fee based on the Consumer Price Index and reasonable cost increases. All increases are "subject to City Council approval and any justifiable increase shall not be unreasonably withheld." A copy of the entire agreement is attached to this agenda item.

The total household monthly fee history (less additional services) for waste services provided to customers is tabulated below. A detailed table showing historic fees is attached to this agenda item.

March 2009: \$13.65
October 2011: \$14.10
October 2012: \$14.40
October 2013: ?

It should be noted that commercial and industrial waste disposal is not included in the city-wide service, but is provided on a market basis. That is, commercial and industrial customers in Sachse purchase waste disposal services at market prices from the provider of their choice.

Representatives of Republic Services, Inc. will be in attendance at the meeting to address questions of the City Council.

Staff requests Council's direction on either continuing negotiations with Republic Services or preparing to request proposals for waste disposal and recycling services.

The city procures waste disposal and recycling services for the city. Fees associated for these services are paid by the residents who use the services.

Waste disposal and recycling fees are paid by end-users, residential account holders in Sachse.

That the City Council provide direction to staff to either continue negotiations with Republic Services, Inc. or make preparations to request for solid waste and recycling service proposals.

STATE OF TEXAS §
 § **AGREEMENT FOR CITY OF SACHSE**
 § **SOLID WASTE COLLECTION & DISPOSAL**
COUNTY OF DALLAS §

This Agreement is made and entered into by and between the City of Sachse, Texas (“City”) and Allied Waste Systems, Inc. (“Contractor”), acting by and through their respective authorized officers, and representatives.

WITNESSETH:

WHEREAS, City desires to engage the services of Contractor for the collection and disposal of residential and commercial solid waste and recyclable commodities; and

WHEREAS, the Contractor agrees to follow all Federal, State, Local and any and all applicable laws, rules and regulations pertaining to solid waste collection and disposal, and recyclable goods: and

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

INITIAL TERM: 4/2/09 - 4/2/14
TERMINATION NOTICE: BEFORE 10/4/13

**ARTICLE I
TERM**

The initial term of this Agreement shall be effective upon execution and shall end five (5) years from said date. This Agreement may thereafter be renewed with one (1) five-year renewal, by written agreement of the parties and annual funding authorization by the City. Should either the City or Contractor elect not to renew and extend this Agreement for an additional five (5) year period, notice must be given by certified mail (return receipt requested) to the other party in writing not less than 180 days prior to the expiration of this Agreement. Notwithstanding any of its other provisions, this Agreement is subject to appropriation of funds by the Sachse City Council and shall be automatically terminated in any fiscal year for which adequate funding is not appropriated.

**ARTICLE II
DEFINITIONS**

Where used in this Agreement, the following terms shall have the meanings ascribed to them.

“Agreement Documents” shall mean the Request for Proposals, Instruction to Contractors, Contractor’s Proposal, General Specifications, the Agreement Performance Bond, and any addenda or changes to the foregoing document agreed to by the City and Contractor, and this Agreement signed by Contractor and City.

“Bags” shall mean plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds.

“Bin (Commercial/Industrial)” shall mean metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

“Brush” shall mean plants or grass clippings, leaves or tree trimmings.

“Bulky Wastes” shall mean stoves, refrigerators which have CFC’s removed by a certified technician, water tanks, washing machines, all other household appliances, furniture, loose brush greater than four (4) inches in diameter that cannot be bundled in four (4) foot lengths and weighs more than 50 lbs., and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for containers.

“Bundle” shall mean tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length, six (6) inches in diameter, or 50 lbs. in weight. Total amount of “bundled” material set out for collection each week (per home) shall not exceed two (12) cubic yards (6’ x 6’ x 9’).

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

“Commercial and Industrial Refuse” shall mean all Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

“Commercial and Industrial Unit” shall mean all premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City, not a Residential Unit.

“Commercial Hand Collect Unit” shall mean a retail or light commercial type of business which generates no more than one (1) cubic yard of refuse per week.

“Commodity” shall mean material that can be sold in a spot or future market for processing and use or reuse.

“Commodity Buyer” shall mean a buyer or processor, selected by Contractor pursuant to the Agreement Documents, of Recyclable Materials delivered by Contractor.

“Consumer Price Index” shall mean Garbage & Trash collection series id: CUSR0000SEHG02 base index figure will be July, released in mid August.

“Construction Debris” shall mean waste building materials resulting from construction, remodeling, repair, or demolition operations.

“Contractor” shall mean Allied Waste Systems, Inc.

“Customer” shall mean an occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.

“Dead Animals” shall mean animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

“Garbage” shall mean any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable, and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

“Hazardous Waste” shall mean solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic wastes.

“Landfill” shall mean a facility used by Contractor where trash and garbage are disposed of by burying between layers of earth.

“Premises” shall mean all public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.

“Polycart” shall mean a rubber-wheeled receptacle with a maximum capacity of 90 - 95 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a polycart and its contents shall not exceed 175 lbs. Polycarts will be provided to each Residential Unit with ownership retained by Contractor.

“Recyclable Materials” shall mean commodities collected by the Contractor pursuant to the Agreement Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers, aluminum cans and metal (tin) cans.

“Refuse” shall mean Residential Garbage and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires.

“Residential Garbage” shall mean all Garbage and Rubbish generated by a Customer at a Residential Unit.

“Residential Unit” shall mean a dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

“Rubbish” shall mean nonputrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and the like materials which will not burn at ordinary incinerator temperatures (1600 degrees Fahrenheit to 1800 degrees Fahrenheit).

“Special Waste” shall mean waste, from a non-residential source, meeting any of the following descriptions: (a) A containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (b) A waste transported in bulk tanker, (c) A liquid waste, (d) A sludge waste, (e) A waste from an industrial process, (f) A waste from a pollution control process, (g) Residue and debris from the cleanup of a spill or release of chemical.

“Solid Waste” shall mean all non-hazardous (as defined by CERCLA and other applicable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.

“Stable Matter” shall mean all manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

“Unusual Accumulated” shall mean (a) for residences, each regular collection more-than six (6) containers of garbage, or the equivalent; (b) for commercial establishments accumulations that would not occur in the ordinary course of business; (c) large, heavy, or bulky objects such as furniture or appliances; and (d) materials judged by the Sanitarian to be hazardous such as oil, acid, or caustic materials.

ARTICLE III SCOPE OF WORK

3.1 **Scope of Work.** Contractor agrees to provide services as set forth in Exhibit “A”, City’s Request for Proposal for solid waste collection and disposal and Contractor’s response to

City's Request for Proposal solid waste collection and disposal. In case of conflict between the language in Exhibit "A" and this Agreement, this Agreement shall have priority. In case of conflict between the terms of this agreement and the terms of the request for proposal, or the General specifications, the terms of this agreement shall have priority.

3.2 **Fee Structure.** Contractor shall be compensated as provided in Exhibit "A." In addition, base rate adjustment for CPI, and Disposal will have an effective date of October 1, 2010 and each year thereafter. Any proposed increase will be subject to City Council approval and any justifiable increase shall not be unreasonably withheld.

(a) **CPI** – The base rate provided in Exhibit "A" shall be adjusted to reflect changes in the cost of doing business as measured by fluctuations in the Consumer Price Index (CPI), all items as published by the U.S. Department of Labor, Bureau of Labor Statistics, Dallas – Fort Worth area. The charges shall be adjusted by using the average percentage change of July 2009 through March July 2010.

(b) Contractor may petition the City Council from time to time for adjustments to reimburse the Contractor for the reasonable cost to Contractor of any increased cost due to changes in location of disposal facilities and/or increases in disposal costs / or operating expenditures including taxes, fees and surcharges required solely by federal or state law, regulation, rule, permit condition, that was not imposed because of the action or inaction of the Contractor.

3.3 **Collection Operations.**

(a) **Hours of Operation:** Collection of solid waste shall begin no earlier than 7:00 o'clock A.M. and shall generally not extend beyond 6:00 o'clock P.M. No collection shall be made on Sunday.

(b) **Hours of Disposal:** Contractor shall dispose of waste within the operating hours of disposal site.

(c) **Routes of Collection:** Collection routes shall be established by the Contractor as approved by the City. The City shall be provided route collection maps and container locations.

(d) **Holidays:** The following shall be holidays for purposes of this Contract:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

(e) **Make-Up Collections:** Contractor may decide to observe any or all of the above mentioned holidays by suspension or collection service on the holiday, but the

Contractor must meet his obligation as required. Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be the next business day following the holiday.

- (f) Complaints: At a minimum, customer complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints, and provide the City on a weekly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, address of complaint, name of customer, and the manner and timing of its resolution. Any missed pickups of residential refuse will be collected the same business day if notification to the Contractor is provided by 2:00 p.m. but not later than 12:00 p.m. the next business day if notification is provided after 2:00 p.m. The Contractor will provide and maintain one point of contact for all Sachse customers. Sachse's point of contact shall office at the Contractor's hauling division located at 4200 E.14th St. Plano, TX 75074.
- (g) Collection Equipment: Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Agreement as specified in Exhibit "A." Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the disposal site, where such accumulation shall be dumped. All bins, containers, trucks and any other equipment that Contractor furnished under this Agreement shall remain Contractor's property. The City shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Contractor shall not be responsible for any damages to pavement, curbing or other driving surfaces resulting from Contractor's providing services.
- (h) Vehicle Markings; Condition of Vehicles: All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well kept appearance, and a regular preventative maintenance program. The City may inspect Contractors vehicles at any time to insure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to City. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.
- (i) Lease Container (Compactors): The Contractor may lease containers for waste storage to the owner or occupant of the Contractors commercial, institutional, and

industrial customers. In the event any such lease agreement is entered into, the Contractor shall lease the container at a rate approved by the City of Sachse. Such containers shall be equipped with suitable covers to prevent blowing or scattering of waste and shall be maintained in a sanitary and safe condition. Such containers shall be clearly marked with the Contractor's name and telephone number in letters not less than two inches (2") in height. Such containers shall be maintained in the City approved single color or color scheme.

- (j) Non-Routine Collection: The Contractor shall be required to provide annual Christmas tree collection for recycling purposes. The Contractor shall provide ten (10) hauls, at no charge, for each of three events for a total of thirty (30) hauls, at no charge, per Agreement year. If City wants more than the 30 hauls for the year, Contractor will charge city an agreed upon rate. Contractor shall furnish, at no charge, 1,000 educational fliers for each of the City's Community Clean Up events for a total of 3,000 educational fliers per year. Said fliers shall include information about the Contractor's services in the City of Sachse, pick-up schedule for recyclables and bulky items, and Contractor's contact information. The City reserves the right to review and approve the information printed on the flier prior to each event.

- (k) Spillage: The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the Point of Contact of the City so that proper notice can be given to the customer at the premises to properly contain refuse. Commercial refuse spillage or excess refuse shall be picked up by the Contractor after the customer reloads the container. In the case of commercial customers, Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, City may require the commercial customer and Contractor to increase the frequency of collection of the commercial customers refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services. Contractor shall hand-clean all spillage and power wash all hydraulic oil and vehicle fluid leaks from public and/or private property resulting from its collection activities by end of the next business day after receiving a complaint of such spillage or leak.

- (l) Hazardous Waste: Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.

- (m) Protection From Scattering: Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or

tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a broom and shovel for this purpose.

ARTICLE IV NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed received three days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

If intended for Contractor, to:
Allied Waste Systems, Inc.
4200 East 14th Street
Plano, Texas 75074

With a copy to:
Allied Waste
18500 N. Contractor Way
Phoenix, AZ 85054
Attn: General Counsel

If intended for City, to:
Allen Barnes, City Manager
City of Sachse
5560 Highway 78
Sachse, Texas 75048

With copy to:
Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

ARTICLE V INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the Agreement insurance as set forth in Exhibit "C" attached hereto and incorporated herein.

ARTICLE VI INDEMNIFICATION

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY THE NEGLIGENT ACTS OF CONTRACTOR, INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN THE PERFORMANCE OF ITS DUTIES HEREUNDER OR FOR BREACH OF THIS AGREEMENT BY CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, INVITEES OR ANY OTHER PERSON FOR WHOM CONTRACTOR IS LEGALLY LIABLE, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT, AND CONTRACTOR WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT CITY FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.

In any and all claims against any party indemnified hereunder by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workman's compensation or other employee benefit acts.

ARTICLE VII TERMINATION

7.1 If at any time, Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, City shall notify Contractor by registered or certified mail with return receipt requested addressed to Contractor at the address set forth herein of specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a thirty (30) day period from the date of receipt of said notice from City to remedy any failure to perform. Should City deem the failure to perform remedied, no hearing shall be held.

7.2 Should Contractor fail to remedy its performance, after a hearing described herein, City may terminate this Agreement and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than ten (10) days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of the Agreement. Should City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the City Council makes a finding

that Contractor has failed to provide adequate refuse collection, the City Council may terminate this Agreement.

**ARTICLE VIII
MISCELLANEOUS**

8.1 **Compliance with Laws.** Contractor shall conduct operations under this Agreement in compliance with all applicable laws.

8.2 **Records and Audits.** Contractor shall keep full, complete and proper books, records and accounts or the gross receipts both for cash and on credit for all recyclable items as well as the weight collected Related to the services provided by Contractor for the City pursuant to this agreement. Such records shall be maintained for a period of three (3) years or such longer period as may be required by law. Said books, records and accounts, including any sales tax reports that management may be required to furnish (on payment related to the services provided by contractor for City pursuant to this agreement of all recyclable items) to any government or governmental agency, shall at all reasonable times be open to the inspection of the City, City's auditor or other authorized representatives or agents. The audit trail will be based upon but not limited to the following key elements;

- (a) Total commodity weight of materials being accepted for recycling.
- (b) A yearly sorting of materials by type to assess the composition of collected materials will be provided to the City and this composition shall be used to determine commodity profile used in preparation of the City's monthly invoice.

8.3 **Excused Performance.** Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance during the term of such event and for a reasonable time thereafter.

8.4 **Assignment.** Neither party shall assign this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding this, either party may assign this Agreement without the other party's consent to an affiliate or successor in interest in the operations under which this work is performed.

8.5 **Title.** Contractor shall acquire title to Recyclable Material and Refuse when they are loaded into Contractor's collection vehicles. Title to and liability for any Hazardous waste shall remain with City and shall at no time pass to Contractor.

8.6 **Documentation.** Contractor shall be responsible for the cost inherent in documenting and reporting all recyclable materials accepted, purchased, sold and disposed and shall report to the City on a monthly basis.

8.7 **Independent Contractor.** Contractor and their employees will operate as an independent contractor and are not considered to be employees of the City.

8.8 **Restrictions and Conditions.** Contractor will be responsible to, adhere to and obey, any restrictions and conditions that are imposed upon the site by any authorized governmental agency or by virtue of any existing easement.

8.9 **Entire Agreement.** This Agreement is the entire agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

8.10 **Representation.** Both Contractor and the City represent that they have full capacity and authority to grant all rights and assume all obligations that they have granted and assumed under this Agreement.

8.11 **Recitals.** The recitals to this Agreement are incorporated herein.

8.12 **Governing Law.** This Agreement is governed by the laws of the State of Texas; and venue for any action shall be in Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

8.13 **Amendment.** This Agreement may be amended by the mutual agreement of the parties to it, in writing and attached to and incorporated in this Agreement.

8.14 **Legal Construction.** 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 affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

8.15 **Survival of Covenants.** Any of the representatives, 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.

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

ARTICLE IX FORCE MAJEURE

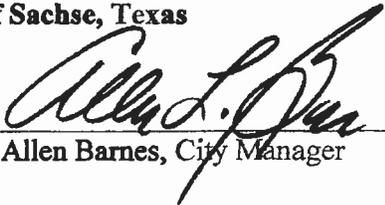
9.1 Force Majeure: Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure, or delay of, performance of its duties if such failure is caused by a catastrophe, riot, public disturbance, accidents, military authority, war, act of terrorism, governmental order or regulation, fire, act of God or other similar or different contingency beyond the reasonable control of Contractor. The services required by this Agreement do not

include the collection and disposal of severe straight winds or severe storms or the like or from any act of terrorism. City shall negotiate in good faith the cost for all work necessary to collect additional volumes of Garbage and Rubbish resulting from such force majeure events; provided, however, that City may at its option seek third party cost is less than agreed amount for all work necessary to collect additional volumes of Garbage and Rubbish resulting from such force majeure events.

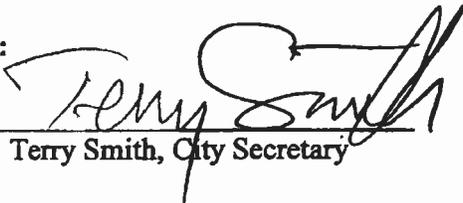
(Signature page to follow)

EXECUTED on this 2nd day of April, 2009.

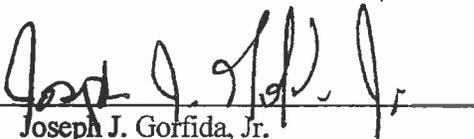
City of Sachse, Texas

By: 
Allen Barnes, City Manager

Attest:

By: 
Terry Smith, City Secretary

Approved As To Form:

By: 
Joseph J. Gorfida, Jr.
City Attorney
(JIG/cgo/33934)

EXECUTED on this 2 day of APRIL, 2009.

Allied Waste Systems, Inc.

By: 
Title: Area President

EXHIBIT "A"

**SOLID WASTE COLLECTION REQUEST FOR PROPOSAL AND ALLIED WASTE
SYSTEMS, INC. RESPONSE TO PROPOSAL DATED NOVEMBER 19, 2008**

EXHIBIT "B"

ACCEPTED RECYCLABLE MATERIALS

Commodity:

Computer Printouts	Letter Head
Typing Paper	Legal Pads
Scratch Paper	Stationery (Any Color)
Bond Paper	Message Pads
Photocopy Paper	Time Cards
Adding Machine Tape	Envelopes (White & Window)
Fax (Plain Paper)	Mail
File Folders (Manila Only)	Self-Adhesive Notes
Posters	Tabulating Cards
NCR Invoices	Receipts
Newspaper Clean, dry, unsoiled newspaper	Corrugated Cardboard
Magazines Clean, dry, unsoiled newspaper	Gray Cartons
Brown Envelopes	Aluminum Cans Clean aluminum, tin/steel containers
Tin/Metal Cans	All Plastics (#1, #2 #3, #4, #5, and #7) Including wide mouth containers such as yogurt and butter tubs
Glass (Clear & Colored) Clean glass containers, bottles/jars	
Telephone Books	Other agreed upon recyclable materials

EXHIBIT "C"

INSURANCE REQUIREMENTS

Contractors providing goods, materials and services for the City of Sachse shall, during the term of the Agreement with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All certificate(s) of insurance shall contain the following provisions:

1. List the City, its officers, agents and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance or other employee benefit plan for work related injuries as allowed by Texas Labor Code.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, or non-renewal 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, only to the extent of the negligence of contractor.

Insurance Company Qualification: 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.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the Bidder's RFB/RFQ/RFP. If the Agreement is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the Agreement is renewed or extended. All coverage amounts listed shall be in United States dollars.

Type of Contract

Type and Amount of Insurance

Special Events

General Liability insurance for Personal Injury (including death) and Property Damage with a minimum of \$1 million per occurrence and \$2 million aggregate, including coverage for Advertising Injury and Products coverage.

Statutory Workers Compensation or other employee benefit plan as allowed by Texas Labor Law as required by state law.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage Excess Coverage of \$ 2 million.

(If automobile or limousine service is involved even if volunteers). Automobile Liability with a minimum of \$1 million combined single limit.

Public Works and Construction

General Liability insurance for Personal Injury (including death) and Property Damage with a minimum of \$1 million per occurrence and \$2 million aggregate, including Advertising Injury, Products Coverage and (XCU) Explosion, Collapse and Underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 million Statutory Workers Compensation insurance or other employee benefit plan for work related injuries as allowed by Texas Labor Code, as required by state law.

Professional Services

EXHIBIT "A"
CITY OF SACHSE
SOLID WASTE & RECYCLING
RATE SCHEDULE

EFFECTIVE MARCH 1, 2009

Residential:

Solid Waste	1 x week	\$ 6.92
Recycle	Every other week	\$ 2.30
Bulk	1 x month limit of 12 cubic yards special p/u \$ 95/hr with 1 hour minimum	\$ 2.71

Extra Cart

Solid Waste	\$ 6.00
Recycle	No charge

Replacement cost for cart: Lost, stolen or destroyed: \$ 75.00

Free service provided to city facilities

10 - 30yd rolloff provided three times per year for cleanups

Christmas tree recycling picked up two times during a 2 week period

Commercial and Industrial: Open Market

City to charge administrative and franchise fee

Sachse Waste Disposal and Recycling Fees (03/2009 - 10/2013)

	Effective 3/1/2009 (original)	Effective 10/1/2011	Effective 10/1/2012
Solid Waste(1 time per week)	\$6.92	\$7.15	\$7.31
Recycling(1 time every other week)	\$2.30	\$2.38	\$2.43
Bulk(1 time per month)	\$2.71	\$2.80	\$2.86
Franchise fee	\$0.48	\$0.50	\$0.50
Administrative fee	\$0.26	\$0.26	\$0.26
Sales tax	\$0.98	\$1.01	\$1.04
Subtotal	\$13.65	\$14.10	\$14.40

Extra cart Solid Waste	\$6.00	\$6.15	\$6.34
Extra cart Recycling	\$0.00	\$0.00	\$0.00
Special Bulk	\$95.00	\$95.00	\$95.00
Replacement cart	\$75.00	\$75.00	\$75.00

Discuss Waste & Recycling Contract Renewal

7/1/2013 City Council Meeting

Current Agreement

- Republic Services, Inc. (formerly Allied Waste Systems, Inc.)
- Initial Term: 5 years (4/2/09 – 4/2/14)
- Permits on 5 year term renewal
- Must notice if NOT renewing before 10/4/13

Historic Fees

	Effective 3/1/2009 (original)	Effective 10/1/2011	Effective 10/1/2012
Solid Waste(1 time per week)	\$6.92	\$7.15	\$7.31
Recycling(1 time every other week)	\$2.30	\$2.38	\$2.43
Bulk(1 time per month)	\$2.71	\$2.80	\$2.86
Franchise fee	\$0.48	\$0.50	\$0.50
Administrative fee	\$0.26	\$0.26	\$0.26
Sales tax	\$0.98	\$1.01	\$1.04
Subtotal	\$13.65	\$14.10	\$14.40
Extra cart Solid Waste	\$6.00	\$6.15	\$6.34
Extra cart Recycling	\$0.00	\$0.00	\$0.00
Special Bulk	\$95.00	\$95.00	\$95.00
Replacement cart	\$75.00	\$75.00	\$75.00

Fee Structure

- The existing agreement provides for annual adjustments to the fee based on the Consumer Price Index and reasonable cost increases. All increases are "subject to City Council approval and any justifiable increase shall not be unreasonably withheld."

Negotiations with Republic

- Staff met with Mr. Mike Tarbet and Mrs. Brenda Lalonde
- They agreed to provide additional services at no change to contract Fee Structure:
 - Tree mulching for Christmas Trees
 - During Great American Cleanup:
 - E-Waste Disposal
 - Household Hazardous Waste Disposal
 - Document Shredding

Discussion

- Staff requests Council's input on:
 - Continuing with renewal negotiations
 - Preparing for requesting proposals from vendors



Legislation Details (With Text)

File #: 13-1627 **Version:** 1 **Name:** Traffic Calming - Creek Crossing
Type: Agenda Item **Status:** Agenda Ready
File created: 6/27/2013 **In control:** City Council
On agenda: 7/1/2013 **Final action:**

Title: Discussion of Traffic Calming Measures.

Executive Summary
Traffic calming is a community-based policy. Traffic calming measures are divided into two groups, speed control and volume control.

Sponsors:

Indexes:

Code sections:

Attachments: [Traffic Calming Presentation.pdf](#)

Date	Ver.	Action By	Action	Result
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Discussion of Traffic Calming Measures.

Executive Summary

Traffic calming is a community-based policy. Traffic calming measures are divided into two groups, speed control and volume control.

The City of Sachse currently has a Speed Hump Policy, which provides reasonable opportunities for property owners to participate in the process that leads to speed hump installation. A speed hump is one of many commonly accepted traffic calming measures. Traffic calming measures are divided into two groups, speed control and volume control.

Speed Control Measures

- Radar Speed Signs
- Speed Control Display
- Speed Tables, Humps, Bumps, Cushions
- Traffic Buttons
- Traffic Circles
- Chicanes
- Center Island Narrowings
- Intersection Neckdowns
- Textured Pavement
- Raised Crosswalks
- Raised Intersections

Volume Control Measures

- Median Barriers
- Forced Turn Islands
- Partial Street Closure
- Half Street Closure
- Mid-Block Street Closure
- Full Street Closure
- Diagonal Diverters

It is important to note that not all of the above traffic calming measures would be applicable to a given roadway. Limitations include street geometry, available right-of-way, and the geometry of the surrounding streets

In addition, specific traffic calming measures that are effective for one city may not be effective for another. Traffic calming is a community-based response to speeding and cut-through traffic at the local level.

City Staff will be available to address any questions during the discussion.

Currently the City of Sachse Speed Hump Policy is in place for the City of Sachse. There are no other traffic calming policies currently in place in the City of Sachse.

None.

Staff recommends the City Council review and discuss the commonly accepted traffic calming measures available, and discuss the next steps.



**DISCUSSION ON
TRAFFIC CALMING MEASURES**

**CITY COUNCIL MEETING
JULY 1, 2013**

OBJECTIVE

- Provide information on current traffic calming measures
- Understand the City Council's desire in regards to traffic calming in the City of Sachse
- Discuss the next steps



SACHSE CITY COUNCIL

JULY 1, 2013

THE BIG PICTURE

- Traffic calming is a community-based regulatory environment. There are no State or Federal requirements that govern the implementation of traffic calming measures, however guidelines are available.
- Each community must select what is best for their citizens.
- What works for one community may not work for another community.

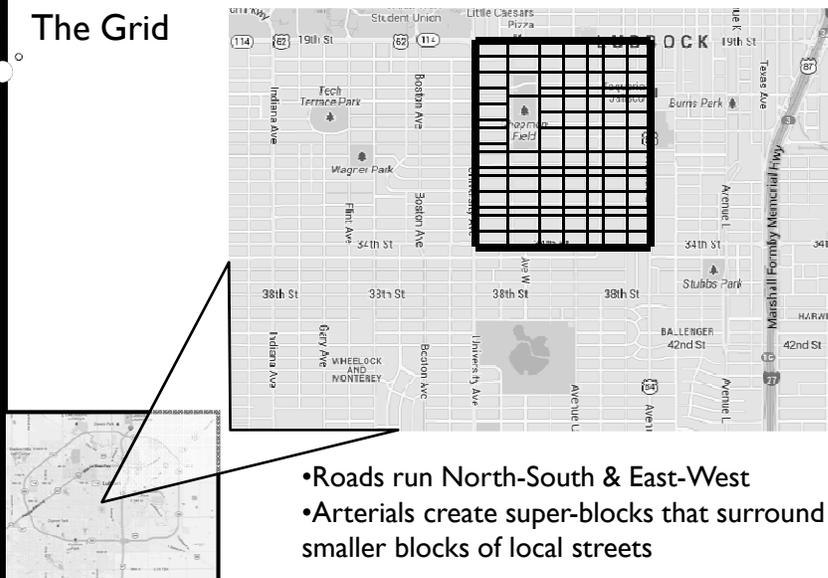


SACHSE CITY COUNCIL

JULY 1, 2013

COMMUNITY ROAD NETWORKS

The Grid



- Roads run North-South & East-West
- Arterials create super-blocks that surround smaller blocks of local streets

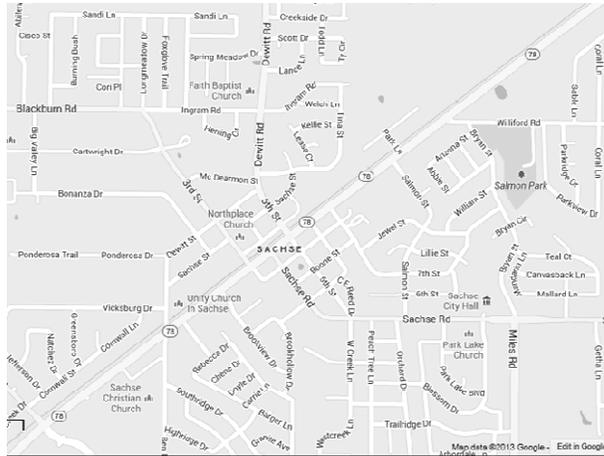


SACHSE CITY COUNCIL

JULY 1, 2013

COMMUNITY ROAD NETWORKS

Sachse



•Roads run in various directions, depending upon when they were constructed and for what purpose.



SACHSE CITY COUNCIL

JULY 1, 2013

EDUCATION & ENFORCEMENT

- Education
 - Neighborhood Traffic Safety Campaigns
 - No empirical evidence shows effectiveness

- Enforcement
 - Radar Speed Display Units
 - Neighborhood Speed Watch
 - Targeted Police Enforcement



SACHSE CITY COUNCIL

JULY 1, 2013

ENFORCEMENT EFFECTS

Community	Street	Program	85th Percentile Speed (mph)		
			Before	After	% Change
Austin, TX	Mesa Drive	Strict Speed Enforcement	38	40	5
	Mesa Drive		39	38	-3
	Highland Trail		38	34	-11
	Powell Lane		39	39	0
	Lightsey Road		43	38	-12
	Circle S Road		41	38	-7
	Webberville Road		39	39	0
	Webberville Road		40	38	-5
Boulder, CO	N 26th Street	High Enforcement Zone	34	37	9
	N 26th Street		37	37	0
	Baseline		34	34	0
	Baseline		37	37	0
Phoenix, AZ	71st Ave	Neighborhood Speed Watch	36	36	0
	Campbell Ave		39	39	0
	Campbell Ave		36	33	-8
	Utopia Rd		32	33	3
	24th Street		41	40	-2

**taken from ITE*

TRAFFIC CALMING OVERVIEW

- Multiple organizations have produced design tools and studies on the impact of traffic calming.
- The most widely accepted authority on traffic calming measures is the Institute of Transportation Engineers, or ITE.
- There are many tools available in the traffic calming tool box, ranging in both cost and impact.
- Traffic calming measures are intended to be self-enforcing, where as traffic control devices (stop signs, speed limit signs) require enforcement.
- Traffic calming measures can be viewed in two overall groups
 - Speed Control Measures
 - Volume Control Measures

SACHSE CITY COUNCIL JULY 1, 2013



TRAFFIC CALMING OVERVIEW

- In addition, the ITE Traffic Calming Manual divides all traffic calming measures into three classes:

- Class I – measures that preclude through traffic
- Class II – measures that discourage but still allow through traffic
- Class III – measures that are neutral with respect to through traffic other than to slow it down

Speed Control Measures are typically considered Class II and Class III measures, while Volume Control Measures are typically Class I Measures.



SACHSE CITY COUNCIL

JULY 1, 2013



Speed Control Measures

- Speed Control Measures are divided into four groups, including:

- Signage (Class III)
- Vertical Controls (Class II/III)
- Horizontal Controls (Class II/III)
- Narrowing (Class II/III)

Speed control measures may have an impact on traffic volume depending upon the configuration of the surrounding road network, the percentage of non-local traffic, and the selected measure.



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Speed Control Measures

- Signage Controls Include:
 - Radar Speed Signs
 - Speed Control Display



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Speed Control Display

Not listed in the ITE Manual as a traffic calming measure

Is commonly used in other municipalities in our region

Designed to alert motorist of their speed

May be permanently installed or mobile

Can be utilized in conjunction with other traffic calming measures



Radar Speed Sign

Not listed in the ITE Manual as a traffic calming measure

Is used in some municipalities in our region

Permanently mounted to a pole

Designed to alert motorist of their speed and the posted speed limit

Can be utilized in conjunction with other traffic calming measures

Speed Control Measures

- Vertical Controls Include:
 - Speed Bumps
 - Speed Humps
 - Speed Tables
 - Speed Cushions
 - Traffic Buttons
 - Textured Pavement
 - Raised Crosswalks
 - Raised Intersections



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JULY 1, 2013



Speed Bump

Not listed in the ITE Manual as a traffic calming measure

Commonly placed in parking lot drive aisles, particularly in shopping centers and schools

Reduce speeds to 5-10 mph

Can be asphalt or rubber

May extend completely across the path or be segmented



Speed Hump

ITE traffic calming measure

Typically 12-14 ft in length, 3"-4" high

Extends completely across the roadway

Hump profile can be sinusoidal, circular, or parabolic.

Reduces speed to 10-20 mph

Increases emergency response times



Speed Table

ITE traffic calming measure

Typically 22 ft in length, 3"-4" high

Extends completely across the roadway

Profile has 6 ft ramps on either side and a flat 10 ft center section.

Reduces speed to 25-30 mph

Low increase to emergency response times



Speed Cushion

ITE traffic calming measure

Typically 12-14 ft in length, 3"-4" high

Typically consists of 3 divided segments

Profile similar to a speed hump

Reduces speed to 10-20 mph

Minimal increase to emergency response times

Definitions

Traffic Calming Comparison Table				
Type	Height	Length	Span	Speed
Speed Bump	3" - 6"	1' - 3'	full road width	5-10 mph
Speed Hump	3" - 4"	12' - 14'	full road width	10-20 mph
Speed Table	3" - 4"	20' - 24'	full road width	20-30 mph
Speed Cushion	3" - 4"	10' - 12'	divided	10-20 mph



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JULY 1, 2013



Raised Intersections

ITE traffic calming measure

Length and height vary depending upon characteristic of the intersection

Extends completely across the intersection

Profile similar to a speed table in all directions

Speed reduction depends upon characteristic of the intersection



Traffic Buttons

Not currently listed in the ITE traffic calming manual

Provides a vertical and visual break between lanes to limit vehicles cutting across traffic lanes, particularly in curves

Speed reduction depends upon roadway characteristics



Textured Pavement

ITE traffic calming measure

May be constructed by removing pavement or by constructing new sections of pavement with alternate materials

Provides the driver a vibration sensation that increases with speed

Speed reduction depends upon the depth and frequency of the grooves



ITE traffic calming measure

Construction is similar to Speed Tables

Extends completely across the roadway

Reduces speed to 25-30 mph, or more depending upon pedestrian use

Low increase to emergency response times

Raised Crosswalks



Speed Control Measures

- Horizontal Controls Include:
 - Traffic Circles
 - Chicanes
 - Lateral Shifts



SACHSE CITY COUNCIL

JULY 1, 2013



Traffic Circles

ITE traffic calming measure

Raised island placed in an intersection to circulate traffic

Typically controlled as a YIELD in all directions

Prevent speeding through intersections

May be constructed with mountable curbs to accommodate larger vehicles



Chicanes

ITE traffic calming measure

Consist of curb extensions that alternate from one side of the road to the other

Typically require the road to be one-way, unless divided with a median



Lateral Shift

ITE traffic calming measure

Consists of curb extensions to cause travel lanes to bend

One of the few measures that may be used on larger roadways

Speed reduction depends upon the angle of deflection

Speed Control Measures

- Narrowing Controls Include:
 - Center Island Narrowing
 - Intersection Neckdown



Center Island Narrowing

ITE traffic calming measure

Consists of curb islands in the center of the road to narrow travel lanes

Short sections have a greater impact on speed than continuous medians

Speed reduction depends upon the roadway configuration and lane width



Intersection Neck-Down

ITE traffic calming measure

Commonly used in urban environments

Consists of curb extensions to narrow roads at intersections

Smaller radiuses reduce turning vehicle speeds and increase pedestrian safety

Volume Control Measures

•Volume Control Measures are all Class I measures, significantly impacting traffic patterns, and include:

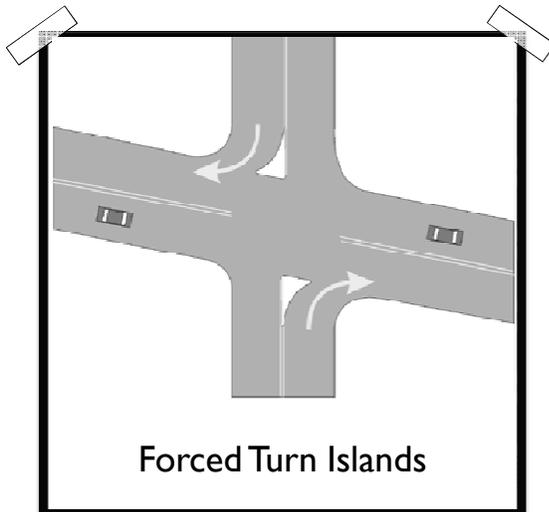
- Forced Turn Islands
- Semi-Diverter
- Median Barriers
- Partial Street Closure
- Half Street Closure
- Mid-Block Street Closure
- Diagonal Diverters
- Full Street Closure

*Volume control measures typically have a significant impact on the traffic volumes of surrounding streets. Therefore, **careful consideration of the entire road network must be considered prior to implementation of any volume control measure.***



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JULY 1, 2013



ITE traffic calming measure

Forces cut-through traffic to turn right, but allows left turns from the intersecting street



Semi-Diverter

ITE traffic calming measure

Forces cut-through traffic to turn one direction (left or right depending on the configuration) and limits turning from the intersecting street

May be modified to allow bicycle traffic (as shown)



Median Barriers

ITE traffic calming measure

Typically placed on a larger road at an intersection of a smaller road where cut-through traffic is prevalent

Forces cut-through traffic to turn right

Does not allow left turn movements from the intersecting street



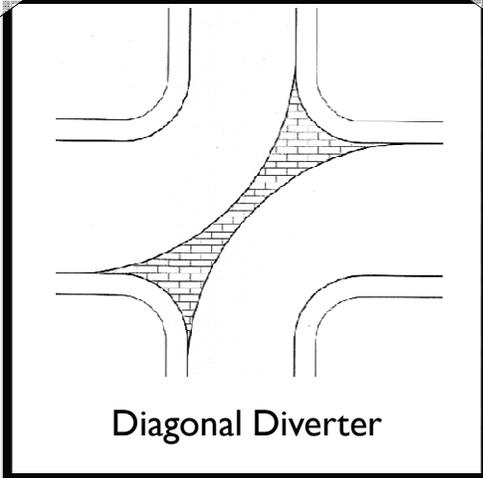
Partial & Half Street Closure

ITE traffic calming measure

May create a short one-way section of road depending on the length of the closure

Forces cut-through traffic to turn, but gives the option of left or right turns

Does not allow left turn movements from the intersecting street



Diagonal Diverter

ITE traffic calming measure

Creates two 90-degree roads instead of an intersection

Completely blocks traffic from crossing an intersection

May require special considerations for emergency vehicle access and travel routes



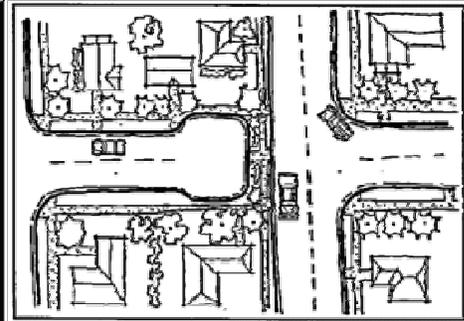
Mid-Block Street Closure

ITE traffic calming measure

Completely blocks all traffic at mid-block

Requires traffic to U-turn to get out of the area

May require special considerations for emergency vehicle access and travel routes



Full Street Closure

ITE traffic calming measure

Not allowed, or strongly discouraged in most municipal policies

Completely blocks all traffic into a road from an intersection, creating a dead end street

May require special considerations for emergency vehicle access and travel routes

SPEED IMPACTS OF MEASURES

Sample Measure	Sample Size	85th Percentile Speed (mph)		
		Average After Calming	Average Change After Calming	Percentage Change
12-foot humps	179	27.4	-7.6	-22
14-foot humps	15	25.6	-7.7	-23
22-foot tables	58	30.1	-6.6	-18
longer tables	10	31.6	-3.2	-9
raised intersections	3	34.3	-0.3	-1
traffic circles	45	30.3	-3.9	-11
narrowsings	7	32.3	-2.6	-4
half closures	16	26.3	-6	-19
diagonal diverters	7	27.9	-1.4	-4

**Prepared by the Portland Bureau of Traffic Management, taken from ITE*

SACHSE CITY COUNCIL **JULY 1, 2013**



VOLUME IMPACTS OF MEASURES

Sample Measure	Sample Size	Average Change in Volume (vpd)	Average Percentage Change in Volume (vpd)
12-foot humps	143	-355	-18
14-foot humps	15	-529	-22
22-foot tables	46	-415	-12
traffic circles	49	-293	-5
narrowsings	11	-263	-10
half closures	53	-1,611	-42
diagonal diverters	27	-501	-35
full closures	19	-671	-44

**Prepared by the Portland Bureau of Traffic Management, taken from ITE*

SACHSE CITY COUNCIL **JULY 1, 2013**



EMERGENCY RESPONSE TIME DELAYS

Community	Measure	Delay at Slow Point (seconds)
Berkeley, CA	12-foot speed humps	10.7 (fire engine)
		9.2 (ladder truck)
	22-foot speed tables	3.0 (fire engine)
		13.5 (ladder truck)
Boulder, CO	8-foot speed hump	4.7 (fire engine)
	12-foot speed humps	2.8 (fire engine)
	37-foot speed table	3.8 (fire engine)
	40-foot speed table	3.8 (fire engine)
	25-foot dia. Traffic circle	7.5 (fire engine)
Montgomery County, MD	12-foot speed humps	2.8 (ladder truck)
		3.8 (ambulance)
		4.2 (fire engine)
		7.3 (pumper truck)
	18-foot diameter traffic circle	5.4 (ladder truck)
		3.2 (ambulance)
		5.0 (fire engine)
		7.0 (pumper truck)

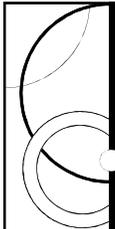
 *taken from ITE

NEXT STEPS

Staff is requesting City Council Input regarding:

- Interest in Speed Control Measures
- Interest in Volume Control Measures
- Policy Development
- Triggers for Consideration of Calming Measures

 SACHSE CITY COUNCIL JULY 1, 2013



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SACHSE CITY COUNCIL **JULY 1, 2013**



Legislation Details (With Text)

File #: 13-1624 **Version:** 1 **Name:** Rescind Speed Hump Policy
Type: Agenda Item **Status:** Agenda Ready
File created: 6/26/2013 **In control:** City Council
On agenda: 7/1/2013 **Final action:**
Title: Discuss and consider, including rescinding, the City of Sachse's Speed Hump (traffic control) Policy adopted by the City Council on January 18, 1999.

Executive Summary

The City Council has expressed a desire to consider traffic calming within the City of Sachse at recent City Council meetings. Another agenda item included on this City Council Meeting agenda includes a discussion on current traffic calming general practice. The purpose of this item is to provide the City Council with the opportunity to rescind the city's current Speed Hump (traffic control) Policy until a new policy is developed.

Sponsors:

Indexes:

Code sections:

Attachments: [speed hump policy.pdf](#)

Date	Ver.	Action By	Action	Result
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Discuss and consider, including rescinding, the City of Sachse's Speed Hump (traffic control) Policy adopted by the City Council on January 18, 1999.

Executive Summary

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The City of Sachse currently address traffic calming with a Speed Hump Policy that was adopted by the City Council in 1999. Since that time, much has changed within the practice of traffic calming.

Over the last several years, two speed hump requests have been received and considered by the City Council in accordance with the existing Speed Hump Policy. Recently, some on the Council have expressed a desire to consider other traffic calming options. Should other traffic calming measures be included in a new traffic calming policy, the current Speed Hump Policy will possibly be superseded.

The purpose of this item is to provide the City Council with the option of rescinding the existing City of Sachse Speed Hump Policy permanently so a different traffic calming policy

may be considered.

The Speed Hump Policy is the city's current policy that addresses traffic calming. Rescinding the Speed Hump Policy will eliminate the criteria and approval process included in the policy.

The city is currently obligated to provide one half of the funding required for a speed hump installed under the current Speed Hump Policy.

The City Council rescind the City of Sachse's Speed Hump (traffic control) Policy adopted by the City Council on January 18, 1999.

SPEED HUMP POLICY

CITY OF SACHSE

Introduction

While proper transportation planning, subdivision layout and residential street design are the most effective methods of reducing residential traffic problems, these goals are not always achievable. In many cases, a successful traffic management program is dependent more on public participation and consensus building than on the particular traffic control technique used. The Institute of Transportation Engineers (ITE) has recognized the need for providing transportation professionals and community leaders with strategies and techniques for effectively reducing vehicle speeds and “cut through” traffic in residential neighborhoods. To address that need, the Institute has developed and published their Guidelines for the Design and Application of Speed Humps. A copy of the ITE document is attached to this policy. Refer to Appendix A and B for additional information on speed humps, their construction and installation.

Speed humps should only be installed to address documented speeding and “cut through” traffic concerns supported by proper traffic studies and after consideration of alternative traffic control measures (i.e. proper speed / stop signage). Proper installation will minimize driver frustration and encourage safe driving practices. Studies have shown that speed humps may tend to divert traffic to other streets. If the installation of speed humps is expected to create equal or greater traffic problems on other residential street(s), property owners on the affected street(s) will be notified of the proposed speed hump petition. NOTE: For purposes of this policy, each spouse is considered to be a property owner.

This policy provides reasonable opportunities for property owners most affected by the proposed speed humps to participate in the process that leads to speed hump installation. It also provides for the sharing of speed hump installation costs among the affected neighborhood property owners along with the City of Sachse.

Eligibility Requirements

All of the eligibility requirements established in the ITE recommended guidelines, including the following requirements, shall apply in the consideration of speed hump installations:

- Speed humps will be installed only on streets with no more than one moving lane of traffic in each direction;
- A speed hump will not be located in front of a property if the owner objects;
- A minimum street or street segment length of 1,000 feet is required;
- The street must have adequate sight distances to safety accommodate the speed humps;

- The street must not have curves or grades that prevent safe placement of the speed humps. Speed humps may be placed on streets with curves and/or grades, but the speed humps must not be placed within a curve, or on a grade greater than 8% or their immediate approaches;
- The street must be paved. If there are no curbs, a special design must be used to prevent vehicle “run-arounds”;
- The land uses on the street where the speed humps are proposed must be composed primarily of low density residential dwellings;
- Minimum distance between a proposed speed hump and a traffic signal or stop sign must be no less than 250 feet;

To help in the decision making process, the City may ask the designated neighborhood contact or applicant to conduct a traffic speed survey. This survey will be designed to monitor traffic at various times of the day over a specific time period. Instructions, forms and equipment will be furnished by the City.

Petition Requirements

A petition for speed hump installation must be circulated among all property owners within a defined area called the “petition area”. To be considered, the petition must be circulated such that 100% of the property owners within the petition area are given a reasonable opportunity to indicate whether FOR or AGAINST the installation of speed humps in their neighborhood. A designated contact person or applicant from the neighborhood will be responsible for collecting the required signatures and submitting the petition to the City.

For the petition to be successful, at least 67% of the property owners within the petition area must favor the installation of speed humps in their neighborhood. The Public Works Committee will provide information regarding the proximity of proposed speed hump locations on the subject street and a cost estimate to the applicant before the petition process begins. It is the responsibility of the applicant to obtain the support of the property owners in the petition area and, if required, to notify property owners on other affected streets as defined by the Public Works Committee. All signatures on the petition will be verified by the City based on tax rolls. An example copy of a Speed Hump Petition is shown in Appendix C.

Petition Area

The petition area includes the entire length of the street segment most affected by the proposed speed humps. Typical petition area illustrations are shown in Appendix D. As defined earlier, a 1,000 foot street or street segment is a minimum requirement for consideration of speed hump installation. The minimum petition area shall include all the property owners lying in a multi-lot area immediately adjacent to the length of the petitioned street segment.

The minimum petition area, when practical, will be extended by at least 3 lots preceding the first speed hump location and 3 lots beyond the last speed hump location. The Public Works Committee will have

the responsibility of defining the petition area for a specific speed hump installation petition, but in no case, will it be less than the minimum petition area.

Speed Hump Removal

The process for speed hump removal is similar to that of installation. To have speed humps removed, a petition must be circulated to all property owners in the original installation petition area. This information can be obtained from the City. The Public Works Committee will have the responsibility for modifying the petition area, if required. In order to be successful, the removal petition must be approved by 67% of the property owners within the petition area. Upon obtaining a successful petition, the applicant must submit it to the City for final approval.

Cost and Funding

The cost of speed hump installation consists of the cost of asphalt materials, supplemental signs and markings and labor costs. All speed hump installation requests that meet eligibility and petition requirements and are approved by the City Council will be installed on a 50/50 cost share with the requesting neighborhood. All speed hump removal requests that meet petition requirements and are approved by the City Council will be removed at the expense of the requesting neighborhood. The applicant will receive a cost assessment from the City Council and will be responsible for collecting and delivering the collected funds to the City. Installation or removal will begin as soon afterwards as scheduling permits. The applicant must deliver their total funds (50% share for installation; 100% share for removal) within 6 months after City approval, otherwise the project will be removed from the approved list and any partial funds collected will be returned to the applicant.

Approved:

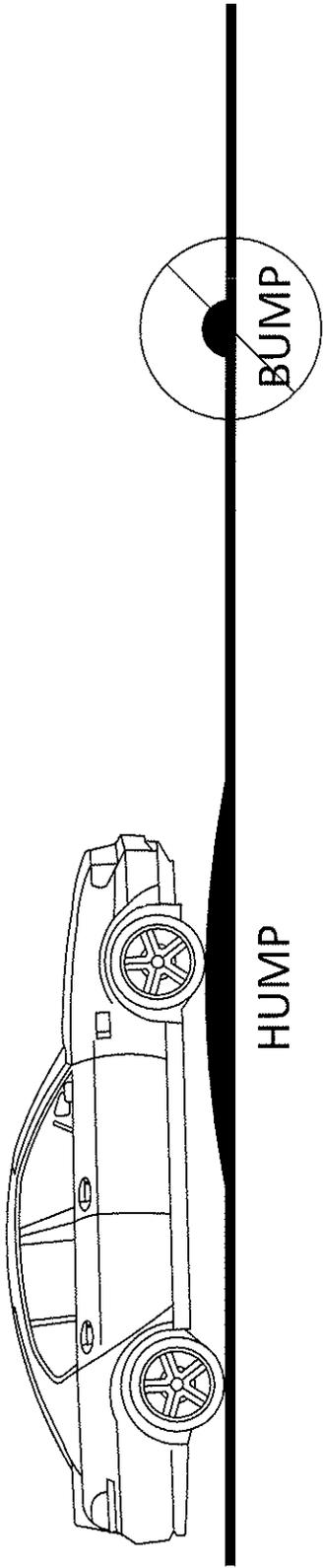
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Date:

Speed Humps vs. Speed Bumps

Appendix A

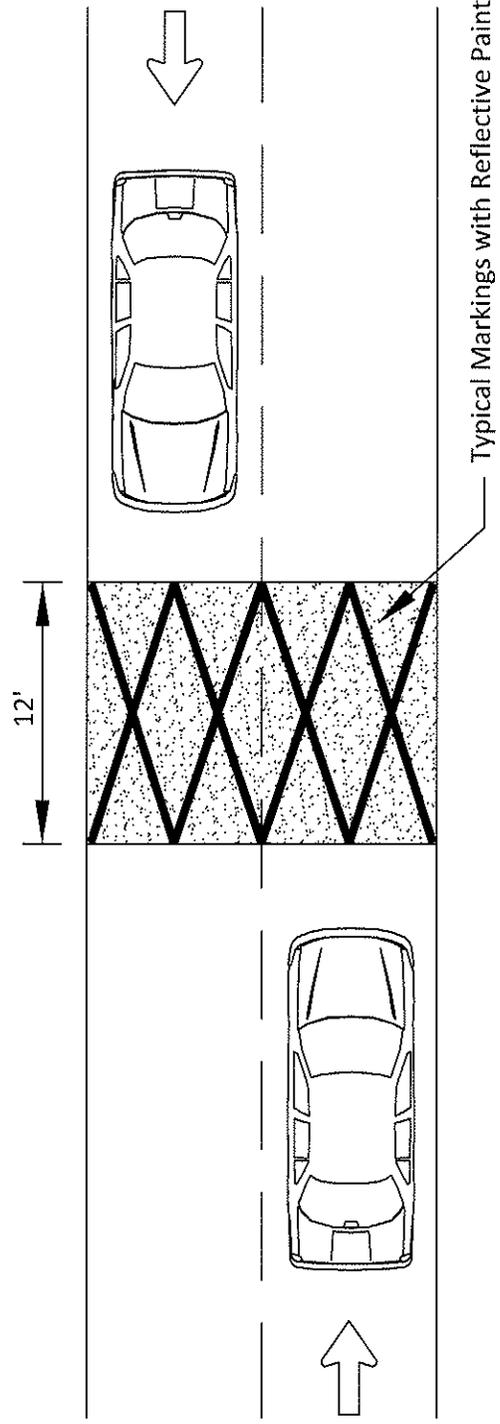
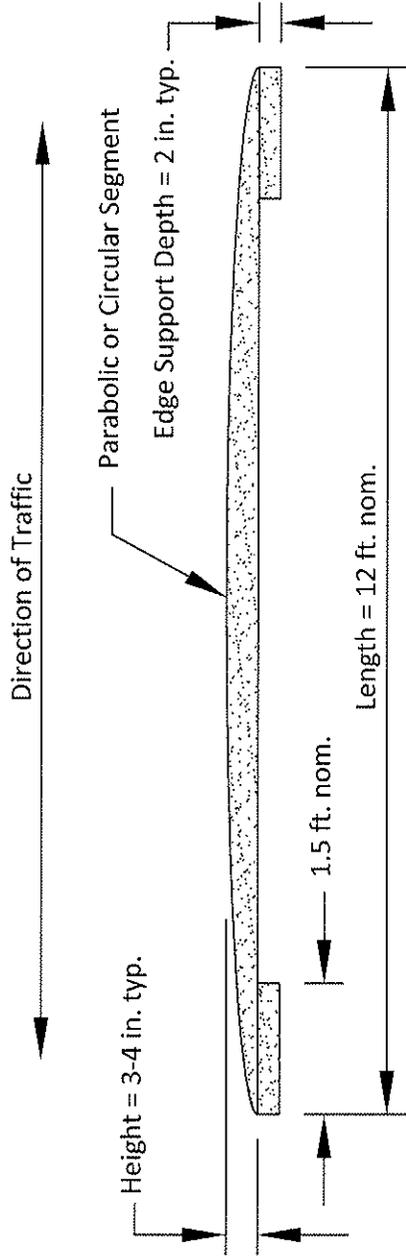


- * A "speed hump" is a raised area in the roadway surface extending transversely across the travel way. Normally 3-4 inches high with a travel length of approximately 12 feet.
- * A "speed bump" is a raised area across a roadway and generally has a height of 3-6 inches with a travel length of 1-3 feet.

Note: Speed BUMPS are NOT RECOMMENDED for installation on town streets.

Speed Hump Construction / Installation

Appendix B





Legislation Details (With Text)

File #: 13-1622 **Version:** 1 **Name:** CD - WNV MOSQUITO UPDATE DISC
Type: Agenda Item **Status:** Agenda Ready
File created: 6/25/2013 **In control:** City Council
On agenda: 7/1/2013 **Final action:**
Title: Discuss activities pertaining to the Mosquito Action Plan and control of West Nile Virus.

Executive Summary

The City implemented a Mosquito Action Plan in April 2013 as a tool for mosquito abatement and control of West Nile Virus. Staff is providing City Council an update of staff activities and recent developments in state legislation.

Sponsors:

Indexes:

Code sections:

- Attachments:** [CD WNV MOSQUITO UPDATED DISC - PRESENTATION.pdf](#)
[CD WNV MOSQUITO UPDATED DISC - ATTACHMENT 1.pdf](#)
[CD WNV MOSQUITO UPDATED DISC - ATTACHMENT 2.pdf](#)
[CD WNV MOSQUITO UPDATED DISC - ATTACHMENT 3.pdf](#)
[CD WNV MOSQUITO UPDATED DISC - ATTACHMENT 4.pdf](#)

Date	Ver.	Action By	Action	Result
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Discuss activities pertaining to the Mosquito Action Plan and control of West Nile Virus.

Executive Summary

The City implemented a Mosquito Action Plan in April 2013 as a tool for mosquito abatement and control of West Nile Virus. Staff is providing City Council an update of staff activities and recent developments in state legislation.

City staff last provided City Council an update regarding the Mosquito Action Plan on January 21, 2013. Since this last update, City staff has implemented the Mosquito Action Plan in April 2013, as well as commencing with the activities outlined in the Action Plan. Additionally, state legislation was recently passed that allows for treatment of abandoned properties. This discussion item will provide an update of these recent activities.

The Mosquito Action Plan was implemented with the main purpose being to provide clear guidelines and information to City Council, City staff and other partners/stakeholders regarding the various responses made to prevent and control mosquito-borne diseases. Staff has been working diligently to carry out the directives set forth in this Plan in an effort to meet this purpose. As is evidenced by recent reports of the first human case of West Nile Virus in

Fort Worth and the first positive trap test in Dallas County (Attachment 1), these efforts are becoming increasingly important.

City staff continues to provide information to the public regarding West Nile Virus control. Staff has primarily relied upon the City website along with the Dallas County Health and Human Services (DCHHS) website in order to disseminate information. DCHHS provides weekly summary reports on their website (Attachment 2 for example) along with other tools that can be utilized by the public to obtain information. Staff has also placed signage at various locations in the City notifying the public to drain standing water, and attached magnetic versions of these signs to two City vehicles.

DCHHS continues to conduct weekly tests at four traps located throughout the City. The test results are provided to the City every Friday, showing the counts of different mosquito species at each trap location along with any positive tests for West Nile Virus. While total counts of mosquitoes have been increasing as the season progresses, the City has not received any positive test results for West Nile Virus. (See Attachment 3 for a "Guide for Epidemiologic Analysis of West Nile Virus Mosquito Trap Data in Dallas County".)

With regard to control of mosquito larvae, staff has completed its third round of treatment of standing water located on public property. To date, staff has been restricted to control of standing water associated with private property. This has limited staff's ability to address the problems that typically arise with abandoned or foreclosed homes containing swimming pools.

On May 10, 2013, Governor Perry signed Senate Bill 186 (Attachment 4) into law, which provided City staff the ability to treat stagnant water on private property with larvicide. Below is background information taken directly from the bill that provides the guidelines where this would be permissible.

SB 186 amends the Health and Safety Code giving authority to municipalities, counties and other local health authorities to treat stagnant water in which mosquitoes are breeding with a mosquito larvicide if:

- *The property is residential and reasonably presumed to be abandoned or uninhabited due to foreclosure; and*
- *The property must pose an immediate danger to the health, life or safety of people*

Furthermore, additional language from the bill shown below provides the guidelines that City staff will need to follow when treating a property:

The public official, agent, or employee shall post on the front door of the residence a notice stating:

- *the identity of the treating authority*
- *the purpose and date of the treatment*
- *a description of the areas of the property treated with larvicide*
- *the type of larvicide used; and*
- *any known risks of the larvicide to humans or animals*

Unless otherwise directed by City Council, City staff would like to operate within the guidelines posed by the recently signed legislation in order to provide another tool in the control of West Nile Virus.

None.

None.

Staff recommends that City Council offer staff direction regarding any potential policy changes pertaining to the Mosquito Action Plan.



CITY COUNCIL

JULY 1, 2013

OUTLINE

- Background
- In the News
- Larvicide Application
- DCHHS Weekly Testing
- Public Information/Education
- Scenarios for Action for positive test cases



BACKGROUND

PURPOSE OF THE PLAN

- The purpose of the **Mosquito Action Plan** is to provide clear guidelines and information to City Council, City staff and other partners/stakeholders regarding the various responses made to prevent and control mosquito-borne diseases.



BACKGROUND

PARTNERING AGENCIES' ROLES

- Dallas County Health and Human Services (DCHHS)
 - Public Information
 - Trapping & Testing
 - Ground Spraying
 - Epidemiological
- Garland Health Department
 - Public Information
 - Epidemiological (Investigation of Case)
 - Reporting



IN THE NEWS

DALLAS COUNTY POSITIVE TRAP TEST



DALLAS COUNTY

Date: June 18, 2013

From: _____

To: _____

Date: _____

HEALTH ADVISORY: West Nile Virus

Dallas County Health and Human Services (DCHHS) is reporting confirmation today by a public health laboratory of the first positive West Nile Virus (WNV) mosquito trap for 2013 in Dallas County. The trap collection date was June 11, 2013 in zip code 75217. The abundance of mosquitoes capable of carrying WNV has been steadily increasing in recent weeks. No confirmed human cases of WNV infection have yet been reported to date this year in Dallas County. Reports of human cases typically begin locally in the weeks following the first identification of the virus from area mosquitoes, based on DCHHS WNV surveillance patterns from prior years.

DCHHS is reporting the first positive trap test for West Nile Virus (WNV) in Dallas County and to send WNV antibody (IgM and IgG) testing in patients with clinically compatible symptoms. Current testing recommendations for all patients with suspected WNV or WNV-like symptoms include sending WNV IgM and IgG antibodies from serum. In suspected WNV patients, the following tests should additionally be sent from CSE laboratories: (1) WNV IgM and IgG antibodies in CSF; (2) panel for IgM and IgG antibodies for other arboviruses from CSF. Additional testing by PCR for WNV from CSF or serum should be considered in patients with immune suppression or very recent onset of symptoms (within 3 days of presentation).

Patients at higher risk of severe disease, including those over 50 years of age or with immune-suppression (e.g. organ transplantation, chemotherapy, dialysis, HIV infection), should be reminded to take particular preventive measures to avoid mosquito exposures, including wearing long sleeves and pants when outside and using EPA-registered repellents such as DEET.

In 2012, 308 cases of WNV infection were recorded in Dallas County including 20 deaths. Please report suspected WNV cases as soon as possible by fax to DCHHS at (214) 819-1933. For questions please contact DCHHS at (214) 819-2004. Information about WNV is available at www.doh.state.tx.us/diseases/westnile/index.htm.

DCHHS - Human Services
Dallas, Texas 75201 Office: 817-884-2000
Fax: 817-884-2008



IN THE NEWS

1ST HUMAN CASE REPORTED IN METROPLEX

- Tarrant County reported its first human case on June 14th



The perfect mix of Cowboys and Culture!

TARRANT COUNTY



100 E. Weatherford Street
Fort Worth, Texas 76196
817-884-1111

TEXT ONLY Contact: Vanessa Joseph, Sr. Public Information Officer; 817-321-5306, cell: 817-401-5967
vjoseph@tarrantcountv.com

Google™ Custom Search

Tarrant County reports its first human case of West Nile

(Tarrant County, Texas) ... Today, Tarrant County Public Health (TCPH) announced the county's first case of West Nile for the 2013 season.

The first West Nile virus case of the season is the milder form, West Nile Fever; it involves a female in Fort Worth who is in her 40s. Additional details about the case are not being released to protect the person's identity.



LARVICIDE APPLICATION

PUBLIC PROPERTY

- Completed



LARVICIDE APPLICATION

PRIVATE PROPERTY



June 2013
 Director
 Darby Thompson, Director
 Department of Health and Human Services

Passage of Texas Senate Bill 186 Adds Another Mosquito Abatement Tool for Cities

Governor Rick Perry signed Texas Senate Bill 186, which allows immediate treatment of abandoned properties and pools to reduce mosquito breeding sites in Texas cities. The passing of SB 186 in May assists city mosquito control divisions throughout Texas with abatement of mosquito breeding sites to reduce the number of West Nile virus-infected adult mosquitoes.

"There were numerous complaints from Dallas County residents about abandoned properties, some with retaining pools, which posed potential breeding sites for mosquitoes," said Dr. Christopher Perkins, DCHS medical director and health authority. "This is always a local government issue. Texas proactively reduce the impact of the West Nile virus-infected mosquitoes to keep its residents safe."

Research has shown that one of the most effective treatments to eradicate mosquitoes carrying the disease is to regularly treat with larvicide. In order to prevent the spread of this disease, counties and municipalities needed authority to treat properties that were been abandoned or foreclosed.

"The cities have been provided yet another tool to fight West Nile virus," said

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"There were numerous complaints from Dallas County residents about abandoned properties, some



SB 186 is a great bill for assisting Dallas County municipalities and municipalities throughout the State of Texas in the prevention of West Nile virus.

"Dallas County Health and Human Services would like to thank Senator John Carona and State Representative Helen Giddings for sponsoring SB 186 and HB 832," Thompson said.

"This bill allows local governments

"The property must pose an immediate danger to the health, life or safety of people."

Dr. Christopher Perkins, DCHS medical director and health authority



LARVICIDE APPLICATION

PRIVATE PROPERTY

SB 186 amends the Health and Safety Code giving authority to municipalities, counties and other local health authorities to treat stagnant water in which mosquitoes are breeding with a mosquito larvicide if:

- ❑ The property is residential and reasonably presumed to be abandoned or uninhabited due to foreclosure; and
- ❑ The property must pose an immediate danger to the health, life or safety of people



LARVICIDE APPLICATION

PRIVATE PROPERTY

Dallas County Health and Human Services *Safe families, healthy lives.*

PUBLIC HEALTH PREPAREDNESS UPDATE

June 2013
Director
 Darby Thompson, Director

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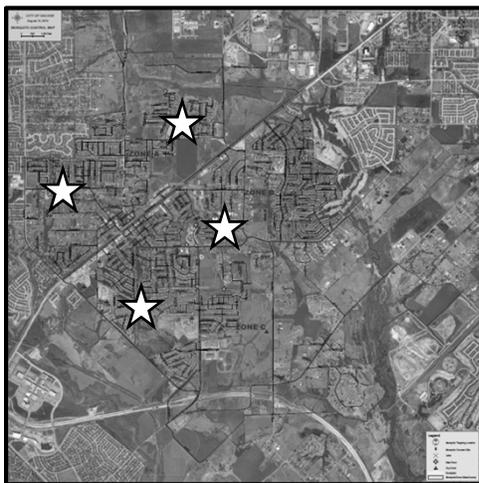
LARVICIDE APPLICATION PRIVATE PROPERTY (EXCERPT FROM SB186)

The public official, agent, or employee shall post on the front door of the residence a notice stating:

- the identity of the treating authority
- the purpose and date of the treatment
- a description of the areas of the property treated with larvicide
- the type of larvicide used; and
- any known risks of the larvicide to humans or animals



DCHHS WEEKLY TESTING TRAP LOCATIONS



DCHHS WEEKLY TESTING TEST RESULTS

- ❑ Total Counts are high compared to last year
- ❑ To date, no positive test cases in any of Sachse's four traps



OUTREACH PUBLIC INFORMATION/EDUCATION

- ❑ City Website
- ❑ Partnering Agencies' websites
- ❑ Pamphlets
- ❑ Code Enforcement
- ❑ All Employees!



OUTREACH

PUBLIC INFORMATION/EDUCATION



HELP DO YOUR PART
REMEMBER TO DRAIN
STANDING WATER
WHERE MOSQUITOES GROW

VISIT WWW.CITYOFSACHSE.COM FOR MORE INFORMATION



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PUBLIC INFORMATION/EDUCATION



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□ DCHHS website

<http://www.dallascounty.org/hhs/>

<http://www.dallas.leateamapps.com/PublicMap/>



PLANNED SCENARIOS & ACTION

THREE POTENTIAL SCENARIOS

1. Positive Trap Test
2. Positive Human Case (no previous positive trap test in vicinity)
3. Positive Human Case (previous positive trap test in vicinity)



PLANNED SCENARIOS & ACTION

SCENARIO # 1 - POSITIVE TRAP TEST

- Trap results will be received Friday at noon
- DCHHS to provide spraying dates
 - Ground spraying to start within 72 hours
 - Minimum two days spraying (10 pm – 6 am)
 - ***Weather Permitting***
- Triggers following events:
 - Website Notification
 - Reverse 911
 - Notifications signs placed at entrances to neighborhoods



PLANNED SCENARIOS & ACTION

SCENARIO #2 - POSITIVE HUMAN CASE

*****No previous positive trap test*****

- Set trap in area with results expected within five days
- If trap results are positive, initiate ground spraying within 72 hours



PLANNED SCENARIOS & ACTION

SCENARIO #3 - POSITIVE HUMAN CASE

*****Previous positive trap test*****

- Initiate ground spraying within 72 hours





**DALLAS COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES
EPIDEMIOLOGY**

ATTACHMENT 1

Zachary Thompson
Director

Dr. Christopher Perkins
Health Authority/ Medical Director

From: Sonya Hughes, MPH, Sibeso Joyner, MPH, Epidemiologists
Scott Sawlis, Tony Jenkins, Environmental Health Services
Wendy Chung, MD, Chief Epidemiologist

To: Dallas County Medical Providers and Laboratory Staff

Date: June 18, 2013

HEALTH ADVISORY: West Nile Virus

Dallas County Health and Human Services (DCHHS) is reporting confirmation today by a public health laboratory of the first positive West Nile Virus (WNV) mosquito trap for 2013 in Dallas County. The trap collection date was June 11, 2013 in zip code 75217. The abundance of mosquitoes capable of carrying WNV has been steadily increasing in recent weeks. No confirmed human cases of WNV infection have yet been reported to date this year in Dallas County. **Reports of human cases typically begin locally in the weeks following the first identification of the virus from area mosquitoes, based on DCHHS WNV surveillance patterns from prior years.**

DCHHS is reminding medical providers to be alert for cases of WNV disease, and to send WNV antibody (IgM and IgG) testing in patients with clinically compatible symptoms.

Although the majority of WNV infections may be asymptomatic or cause mild febrile illness in humans, some individuals can develop severe illness. Clinicians should maintain a high index of suspicion for West Nile Neuroinvasive disease (WNND), which occurs in <1% of infections, typically characterized by: fever with aseptic meningitis, encephalitis, acute flaccid paralysis, altered mental status, seizures, transverse myelitis, or cranial nerve palsies, with generalized muscle weakness.

DCHHS is reminding medical providers to continue to be alert for cases of WNV disease, and to send WNV antibody (IgM and IgG) testing in patients with clinically compatible symptoms.

Current testing recommendations for all patients with suspected WNF or WNND include sending WNV IgM and IgG antibodies from serum. **In suspected WNND patients, the following tests should additionally be sent from CSF specimens:** (1) WNV IgM and IgG antibodies in CSF, (2) panel for IgM and IgG antibodies for other endemic arboviruses from CSF. Additional testing by PCR for WNV from CSF or serum should be considered in patients with immune suppression or very recent onset of symptoms (within 3 days of presentation).

Patients at higher risk of severe disease, including those over 50 years of age or with immune-suppression (e.g. organ transplantation, chemotherapy, dialysis, HIV infection), should be reminded to take particular preventive measures to avoid mosquito exposures, including wearing long sleeves and pants when outside and using EPA-registered repellants such as DEET.

In 2012, 398 cases of WNV infection were recorded in Dallas County including 20 deaths. Please report suspected WNV cases as soon as possible by fax to DCHHS at (214) 819-1933. For questions please contact DCHHS at (214) 819-2004. Information about WNV is available at: www.cdc.gov/ncidod/dvbid/westnile/index.htm.



Dallas County Health and Human Services West Nile Surveillance Report

Week 25 ending June 22, 2013

Mosquito Laboratory and Human Case Surveillance Data, Dallas County

Week Ending	5/25	5/31	6/08	6/15	6/22	YTD
MMWR Week	21	22	23	24	25	
Total Traps Placed in Dallas County ^a	211	181	215	179	86	1,531
Number of Pools Tested (PHL; IL) ^{b,c}	166;23	128;26	186; 37	170; 46	97; 12	1,103; 234
Number of Trap Results Currently Pending	0	0	1	56	>100	
Average Number of <i>Cx. quinquefasciatus</i> per Trap ^d	31.0	29.0	66.5	83.6	125.7	35.0
Total Number of <i>Cx. quinquefasciatus</i> Trapped and Tested	4,618	3,800	7,112	8,746	4,541	38,805
Number of Positive Mosquito Pools (PHL; IL) ^c	0; 0	0; 0	0; 0	1; 0	0; 0	0; 6
WNV Infection Rate per 1,000 <i>Cx. quinquefasciatus</i> ^e	0	0	0	0.12	0	
Weekly Vector Index (VI) ^f	0	0	0	0.01	0	
Presumptive WNV Viremic Blood Donors	0	0	0	0	0	0
Confirmed WNV Human Cases (WNND; WNF) ^g	0	0	0	0	0	0

- a. All traps deployed in municipalities submitting data to DCHHS, including traps without mosquitoes or non-working traps
- b. Excludes traps without female *Culex quinquefasciatus* identified; maximum of 50 female *Culex quinquefasciatus* per pool
- c. PHL = Public health laboratory (DSHS, DCHHS) testing performed by viral culture or CDC RT-PCR protocol; IL = Testing from independent labs by alternate methods
- d. Average abundance of female *Culex quinquefasciatus* mosquitoes per trap night/week (excludes non-working traps)
- e. WNV Infection rates calculated using a Maximum Likelihood Estimation (MLE). *Biggerstaff BJ. PooledInfRate, version 4.0; Microsoft Excel Add-In; CDC 2007*
- f. The Vector Index (VI) reflects the MLE adjusted for *Culex quinquefasciatus* abundance. $VI = \sum_{i=species} \bar{N}_i \hat{P}_i$, where \bar{N} is the average number of *Culex quinquefasciatus* mosquitoes collected per trap night and \hat{P} is the estimated infection rate
- g. WNND = West Nile Neuroinvasive Disease; WNF = West Nile Fever

Figure 1: All WNV Negative and Positive Mosquito Traps Collected During Weeks 23, 24 and 25*

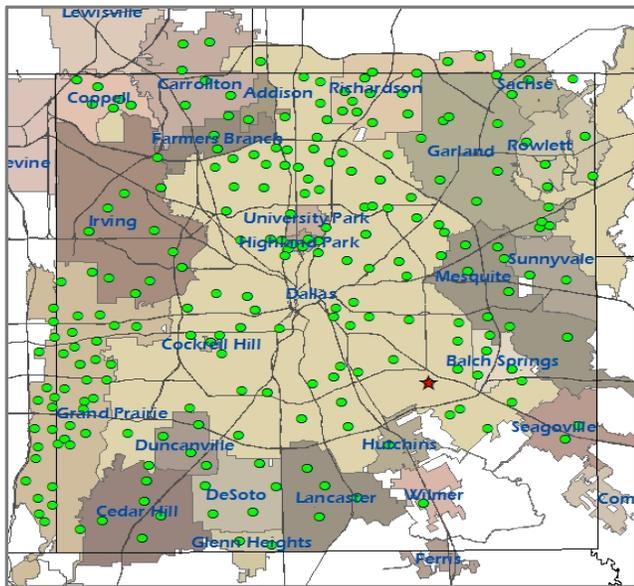
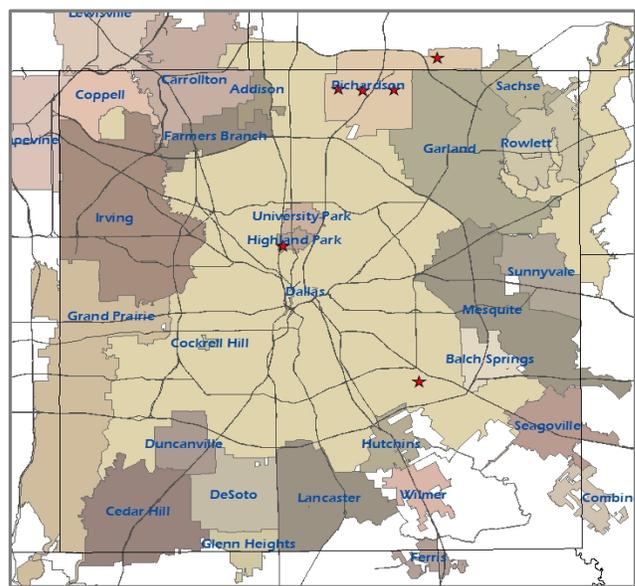


Figure 2: Cumulative WNV Positive Mosquito Traps Collected During Weeks 23, 24 and 25 (N=6)



Legend: ● Negative Mosquito Traps ★ Positive Mosquito Traps

*Figure 1 only shows traps for which results were available; pending results and malfunctioning traps were excluded. Almost all traps are at fixed sites.
Note: Most recent 1-2 weeks data are preliminary and subject to change following receipt of data still pending.



GUIDE FOR EPIDEMIOLOGIC ANALYSIS OF WEST NILE VIRUS MOSQUITO TRAP DATA IN DALLAS COUNTY

April 2013

Epidemiology Division

Dallas County Health and Human Services

This guide was developed for the dedicated environmental health staff of the 25 cities within our County, with much appreciation for their constant efforts in protecting the health of our residents.

Acknowledgements:

Dr. Janet McAllister, Centers for Disease Control and Prevention, Fort Collins, CO for invaluable technical assistance.

Scott Sawlis, M.S, DCHHS Entomologist, and Spencer Lockwood, DCHHS Mosquito Laboratory, for maintenance and explanation of archival DCHHS mosquito data.

Mary D'Anton, for maintenance and explanation of DSHS mosquito laboratory data.

Sibeso Joyner, MPH, Sonya Hughes, MPH, Christen Buseman, PhD, DCHHS epidemiologists, for their willingness to extend far beyond their usual human communicable disease surveillance roles during and following the 2012 WNV outbreak, to assist with entomologic analysis.

Wendy Chung, MD, Chief Epidemiologist
Dallas County Health and Human Services

1. Maximum Likelihood Estimation (MLE)

a. Definition:

The MLE is a statistical method used in the calculation of West Nile virus infection rates of female *Culex quinquefasciatus* mosquitoes in the area. For the Dallas area, the *Culex quinquefasciatus* species mosquitoes are considered the predominant significant vectors for West Nile. The MLE takes into account the size of each pool tested during a specific time period and their corresponding results.

b. Software for Mosquito Surveillance:

The CDC developed a user-friendly tool to assist with the calculation of West Nile Virus infection rates. This software is a Microsoft Excel Add-In that can be downloaded for free at the following link: <http://www.cdc.gov/ncidod/dvbid/westnile/software.htm>.

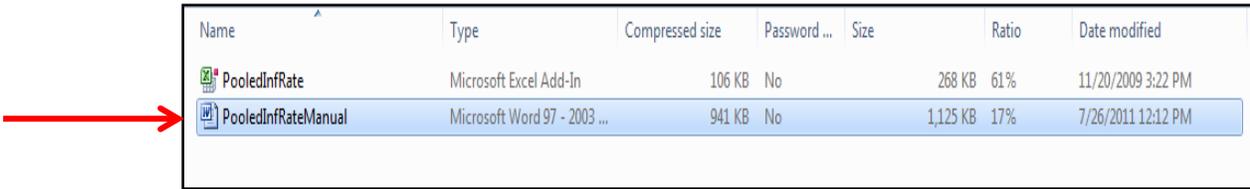
c. Downloading the Microsoft Excel Add-In:

Two versions of the Mosquito Surveillance software are available through the CDC. Each version is compatible with either earlier versions of Microsoft Office (2003 and older) or more recent versions of Microsoft Office (2007 and newer).

The screenshot shows the CDC website page for West Nile Virus Software for Mosquito Surveillance. The page is titled "Software for Mosquito Surveillance" and is part of the "Division of Vector-Borne Diseases" section. The page includes a navigation menu on the left with links for "West Nile Virus Basics", "Specific Topics", and "Resources". The main content area features two download links for Excel files: "download Windows Excel 2000/2003 v4 ZIP" (1.43MB) and "download Windows Excel 2007 v4 ZIP file" (1.53MB). Two red arrows point to these links. Below the links, there is a paragraph explaining the purpose of the software and how it is used to calculate the Infection Rate (IR). The page also includes a "Top of Page" link and a "Page last modified July 26, 2011" notice.

d. Pooled Infection Rate Manual:

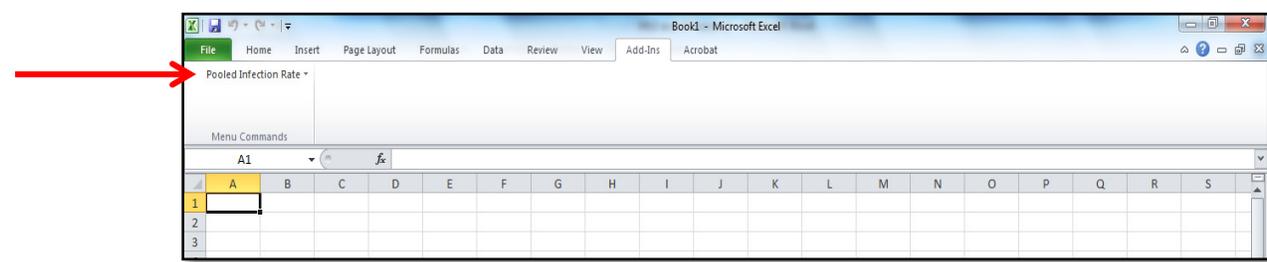
Materials to download using the respective Mosquito Surveillance download options include: (1) the Microsoft Excel Add-In file, named “PooledInfRate”, and (2) a Word document instruction manual, entitled “PooledInfRateManual.” This manual provides step-by-step instructions regarding the use of the “PooledInfRate” Microsoft Excel Add-In.



Name	Type	Compressed size	Password ...	Size	Ratio	Date modified
PooledInfRate	Microsoft Excel Add-In	106 KB	No	268 KB	61%	11/20/2009 3:22 PM
PooledInfRateManual	Microsoft Word 97 - 2003 ...	941 KB	No	1,125 KB	17%	7/26/2011 12:12 PM

e. “PooledInfRate” Microsoft Excel Add-In:

Once installed, the “Pooled Infection Rate” add-in will always be located under the “Add-In” tab of all Microsoft Excel worksheets that are opened on your computer in the future.



f. Example:

	A	B	C	D	E	F	G	H	I
1	Week Ending	Trap Address	Trap Number	Species	Number Tested	Results	Coded Result		
2	4/27/2013	A	Trap 1	Culex quinquefasciatus	10	Negative	0		
3	4/27/2013	B	Trap 2	Culex quinquefasciatus	5	Negative	0		
4	4/27/2013	C	Trap 3	Culex quinquefasciatus	4	Positive	1		
5	4/27/2013	D	Trap 4	Culex quinquefasciatus	8	Negative	0		
6	4/27/2013	E	Trap 5	Culex quinquefasciatus	16	Positive	1		
7	4/27/2013	F	Trap 6	Culex quinquefasciatus	28	Negative	0		
8	4/27/2013	G	Trap 7	Culex quinquefasciatus	2	Negative	0		

a. Prior to using the add-in to calculate the MLE for a specific period of time (e.g. 1 week), make sure that the following information is included in specific columns on your data sheet:

- i. The number of **female** *Culex quinquefasciatus* tested in each pool. If a trap contains any female *Culex quinquefasciatus* mosquitoes, the DSHS and DCHHS mosquito laboratories will sort them into “pools” of up to 50, and then submit one pool for WNV-testing.
- ii. West Nile Virus testing results of the pool as binary variables, coded as follows:

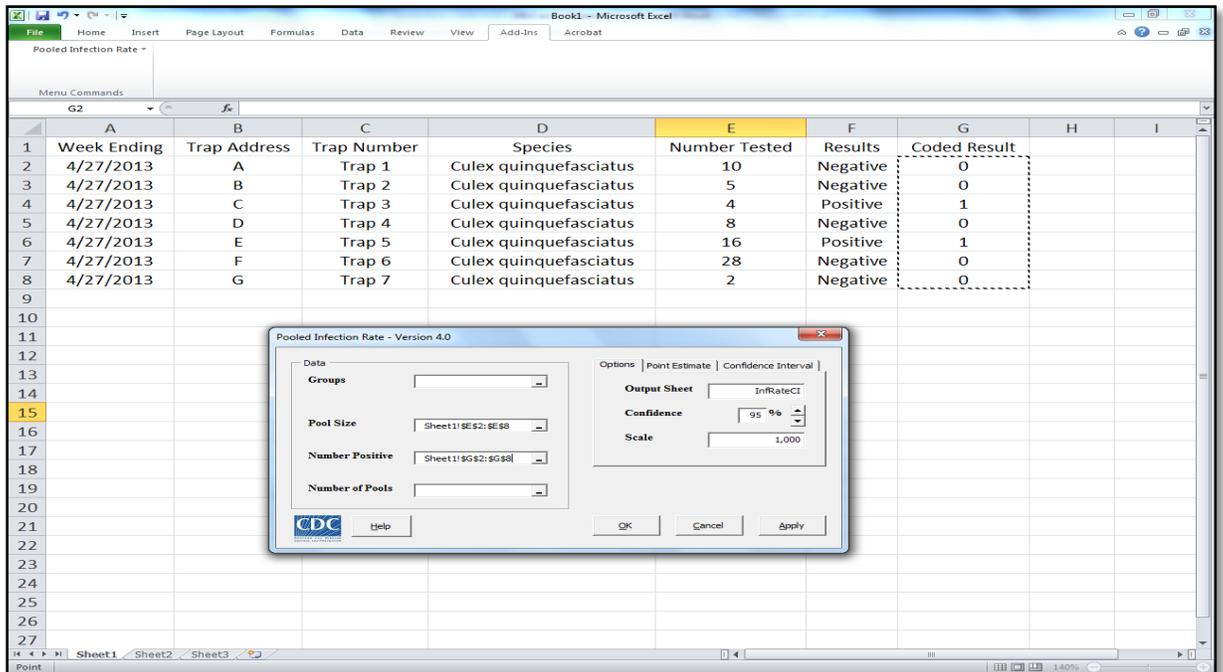
Negative = 0

Positive = 1

b. Under the Excel “Add-Ins” tab click on “Pooled Infection Rate” and select “One Sample...”

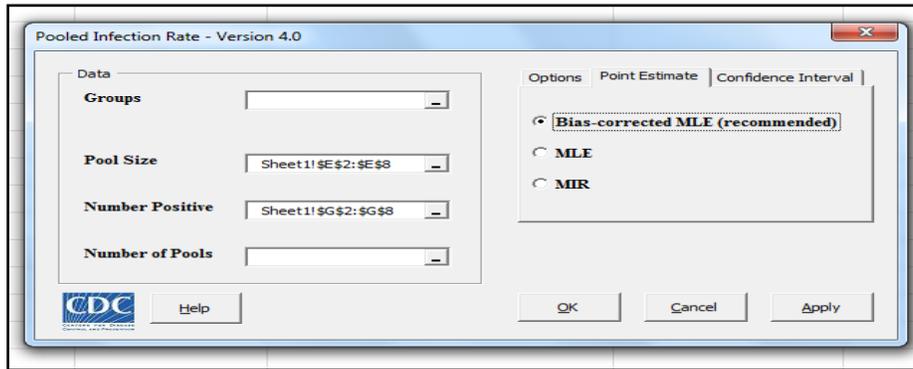
	A	B	C	D	E	F	G	H	I
1	Week Ending	Trap Address	Trap Number	Species	Number Tested	Results	Coded Result		
2	4/27/2013	A	Trap 1	Culex quinquefasciatus	10	Negative	0		
3	4/27/2013	B	Trap 2	Culex quinquefasciatus	5	Negative	0		
4	4/27/2013	C	Trap 3	Culex quinquefasciatus	4	Positive	1		
5	4/27/2013	D	Trap 4	Culex quinquefasciatus	8	Negative	0		
6	4/27/2013	E	Trap 5	Culex quinquefasciatus	16	Positive	1		
7	4/27/2013	F	Trap 6	Culex quinquefasciatus	28	Negative	0		
8	4/27/2013	G	Trap 7	Culex quinquefasciatus	2	Negative	0		

c. A pop-up box entitled “Pooled Infection Rate – Version 4.0” box appears



- Click in the “**Pool Size**” field located on the left hand side of the “Pooled Infection Rate” box, then, on the Excel worksheet, select (click and drag) all **cells with the number of female mosquitoes tested** for each trap collected that week.
- Next, click in the “**Number Positive**” field located directly below the “Pool Size” field. In the Excel worksheet, select (click and drag) all **cells with the corresponding binary results (1 or 0)** for each one of the traps tested that week.
- **Note:** *The number of cells selected under “Pool Size” must be the same as the number of cells selected under “Number Positive”*

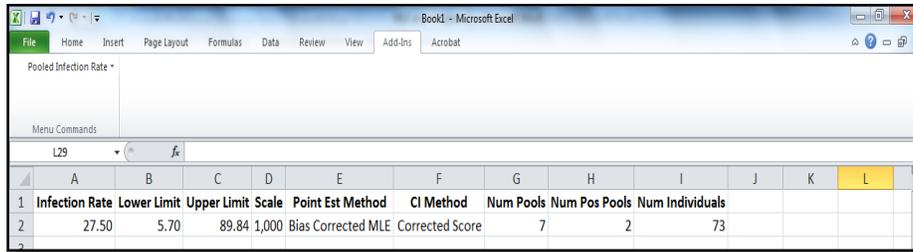
d. Calculating the MLE



On the right hand side, under the “Point Estimate” tab, select “Bias-corrected MLE (recommended)”. Then, click on “OK”.

e. MLE Results

MLE calculation results will display in the “InfRateCI” tab that is automatically generated once you click “OK” in previous step.



f. Following is the explanation of the above information:

Item in File	Explanation	Value in this example
Infection Rate	MLE	27.50
Lower Limit	Lower limit of the MLE confidence interval	5.70
Upper Limit	Upper limit of the MLE confidence interval	89.84
Num Pools	Number of Pools included in this calculation	7
Num Pos Pools	Number of West Nile Positive Pools included in this calculation	2
Num individuals	Total number of <i>Cx. quinquefasciatus</i> included in this calculation	73

Note: The MLE is always expressed per 1,000 species tested. In this example: 27.50 per 1,000 *Cx. quinquefasciatus*.

1. Vector Index

a. **Importance:** Objective method of following trends in mosquito infection rates, adjusted for mosquito abundance in the area.

b. **Definition:**

Measure of infectivity that takes into account the following information:

- **Vector species composition** – Key species carrying West Nile virus in our region. (In Dallas, there is only 1 predominant bridge vector of importance for WNV.)
- **Vector species population density** – Vector abundance relative to trapping effort.
- **Vector species infection rate** – Proportion of vector population infected with WNV.

c. **Vector Index formula:**

$$VI = \sum_{i=species} NiPi$$

- N is the average number of *Culex quinquefasciatus* collected per trap night
- P is the estimated infection rate

d. **Vector Index Calculation (weekly):**

- i. **Step 1:** Calculate average mosquito density (Average female *Cx. quinquefasciatus* per trap night). In this calculation, use numbers of female *Cx. quinquefasciatus* identified in each trap collected over the course of 1 week. Include traps which did not catch any mosquitoes, but exclude any malfunctioning traps (e.g. trap knocked over, trap batteries without charge). For consistency include only gravid traps, which comprise >95% of area traps, and exclude data from any CO₂-baited light traps. Use of CDC MMWR “week-ending” dates will facilitate comparisons between data from past years.

Traps placed in 1 week	Species	# Females in each trap
A	<i>Cx. quinquefasciatus</i>	10
B	<i>Cx. quinquefasciatus</i>	5
C	<i>Cx. quinquefasciatus</i>	4
D	<i>Cx. quinquefasciatus</i>	8
E	<i>Cx. quinquefasciatus</i>	16
F	<i>Cx. quinquefasciatus</i>	28
G	<i>Cx. quinquefasciatus</i>	2
N = Average Female <i>Cx. quinquefasciatus</i> per trap night = 73/7 = 10		

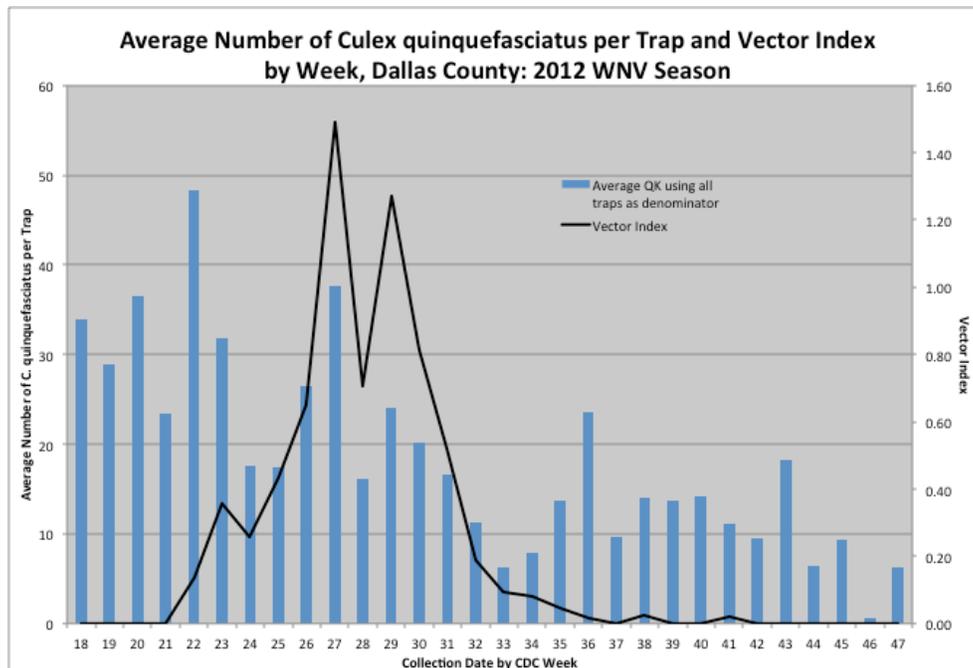
ii. **Step 2:** Calculate infection rate as **proportion** of all mosquitoes

Trap Site	Species	# Females	WNV Positive (0=No; 1=Yes)
A	<i>Cx. quinquefasciatus</i>	10	0
B	<i>Cx. quinquefasciatus</i>	5	0
C	<i>Cx. quinquefasciatus</i>	4	1
D	<i>Cx. quinquefasciatus</i>	8	0
E	<i>Cx. quinquefasciatus</i>	16	1
F	<i>Cx. quinquefasciatus</i>	28	0
G	<i>Cx. quinquefasciatus</i>	2	0
P = Infection Rate = MLE/1000 = 27.50/1000 = 0.0275	Lower Limit	Upper Limit	Confidence Interval
	0.0057	0.08984	0.95

iii. **Step 3:** Calculate weekly Vector Index to adjust for mosquito abundance

Vector Index Calculation	<i>Cx. quinquefasciatus</i>
N = Average per trap night	10
P = Proportion Infected	0.0275
Vector Index = Average per trap x Proportion Infected	0.275

iv. **Step 4:** Plotting the Vector Index



References:

- Biggerstaff BJ. PooledInfRate, version 4.0: a Microsoft® Excel© Add-In to compute prevalence estimates from pooled samples. Centers for Disease Control and Prevention, Fort Collins, CO U.S.A., 2009.
<http://www.cdc.gov/ncidod/dybid/westnile/software.htm>
- Jones RC, Weaver KN, Smith S et al. Use of the vector index and geographic information system to prospectively inform West Nile virus interventions. *J A Mosquito Contr Assoc* 2011;27:315-319.
- Nasci RS, Doyle M, Biggerstaff BJ, LeBailly A. Calculation and application of a vector index (VI) reflecting the number of WN virus infected mosquitoes in a population. In: 71st Annual Meeting of the American Mosquito Control Association. 2005 April 3-7; Vancouver, Canada. Poster accessed at:
<http://www.colorado.gov/cs/Satellite/CDPHE-DCEED/CBON/1251607766375>
Access link for “Resources for Public Health Professionals” and then “Calculation of infected mosquitoes in a population (CDC poster).”
- Ruktanonchai D. Epi-Aid 2012-069 Final Report: Evaluation of the impact of adult mosquito control during a West Nile virus outbreak in Dallas, Tarrant, Denton, and Collin Counties — Texas, 2012. Centers for Disease Control and Prevention, Fort Collins, CO U.S.A., February 5, 2013.



DALLAS COUNTY

DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION

ZACHARY THOMPSON, M.A.
DIRECTOR

ATTACHMENT 4

May 15, 2013

Dallas County Municipalities,

As you are aware, Dallas County was the epicenter for West Nile virus in 2012. There were numerous complaints from Dallas County residents about abandoned properties, some with swimming pools, which posed potential breeding areas for mosquitoes.

Governor Rick Perry has signed SB 186, which allows immediate treatment of abandoned properties and pools to reduce mosquito breeding sites in your city. The passing of SB 186 will greatly assist your mosquito control division with abatement of mosquito breeding sites to reduce the number of WNV infected adult mosquitoes.

Dallas County Health and Human Services (DCHHS) would like to thank Senator John Carona and State Representative Helen Giddings for sponsoring SB 186 and HB 832. A copy of the Bill is attached. You are encouraged to share a copy of the Bill with your elected officials, code enforcement department, and your city's legal department.

We have been provided yet another tool to fight West Nile virus in Dallas County and in your city. Thank you for your role in the 2013 West Nile virus prevention campaign.

Please contact me at zthompson@dallascounty.org, or at 214-819-2101, if you have questions.

Sincerely,

Zachary Thompson, M.A.
Director

Dr. Christopher Perkins
Medical Director/Health Authority

Attachment

ENROLLED

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AN ACT

relating to the abatement of mosquitoes in stagnant water located on certain uninhabited residential property.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subchapter B, Chapter 341, Health and Safety Code, is amended by adding Section 341.019 to read as follows:

Sec. 341.019. MOSQUITO CONTROL ON UNINHABITED RESIDENTIAL PROPERTY. (a) Notwithstanding any other law, a municipality, county, or other local health authority may abate, without notice, a public health nuisance under Section 341.011(7) that:

(1) is located on residential property that is reasonably presumed to be abandoned or that is uninhabited due to foreclosure; and

(2) is an immediate danger to the health, life, or safety of any person.

(b) A public official, agent, or employee charged with the enforcement of health, environmental, or safety laws may enter the premises described by Subsection (a) at a reasonable time to inspect, investigate, or abate the nuisance.

(c) In this section, abatement is limited to the treatment with a mosquito larvicide of stagnant water in which mosquitoes are breeding.

(d) The public official, agent, or employee shall post on the front door of the residence a notice stating:

- 1 (1) the identity of the treating authority;
- 2 (2) the purpose and date of the treatment;
- 3 (3) a description of the areas of the property treated
- 4 with larvicide;
- 5 (4) the type of larvicide used; and
- 6 (5) any known risks of the larvicide to humans or
- 7 animals.

8 SECTION 2. This Act takes effect immediately if it receives
 9 a vote of two-thirds of all the members elected to each house, as
 10 provided by Section 39, Article III, Texas Constitution. If this
 11 Act does not receive the vote necessary for immediate effect, this
 12 Act takes effect September 1, 2013.

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 186 passed the Senate on
 March 12, 2013, by the following vote: Yeas 28, Nays 3.

Secretary of the Senate

I hereby certify that S.B. No. 186 passed the House on
 May 4, 2013, by the following vote: Yeas 136, Nays 1, two present
 not voting.

Chief Clerk of the House

Approved:

Date

Governor



Legislation Details (With Text)

File #: 13-1605 **Version:** 1 **Name:** Merritt Road Landscaping - Ground Cover Selection
Type: Agenda Item **Status:** Agenda Ready
File created: 6/18/2013 **In control:** City Council
On agenda: 7/1/2013 **Final action:**

Title: Consider a motion to select ground cover for the landscaping improvements related to the Merritt Road Paving and Drainage Improvements Project from the intersection with Pleasant Valley Road to the southern city limit.

Executive Summary

The contractor for the Merritt Road Paving and Drainage Improvements Project from the intersection with Pleasant Valley Road to the southern city limit has provided City Staff with four (4) options for the required landscaping ground cover associated with the project. Xeriscaping utilizes various forms of rock ground cover in lieu of traditional grass. This minimizes irrigation demand for the landscaping, conserving water. The City of Sachse needs to provide the contractor direction on a selected ground cover for the project.

Sponsors:

Indexes:

Code sections:

Attachments: [Merritt Road Landscaping Plan.pdf](#)
[Merritt Road Landscaping Presentation.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider a motion to select ground cover for the landscaping improvements related to the Merritt Road Paving and Drainage Improvements Project from the intersection with Pleasant Valley Road to the southern city limit.

Executive Summary

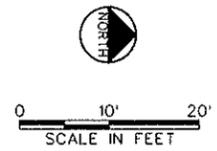
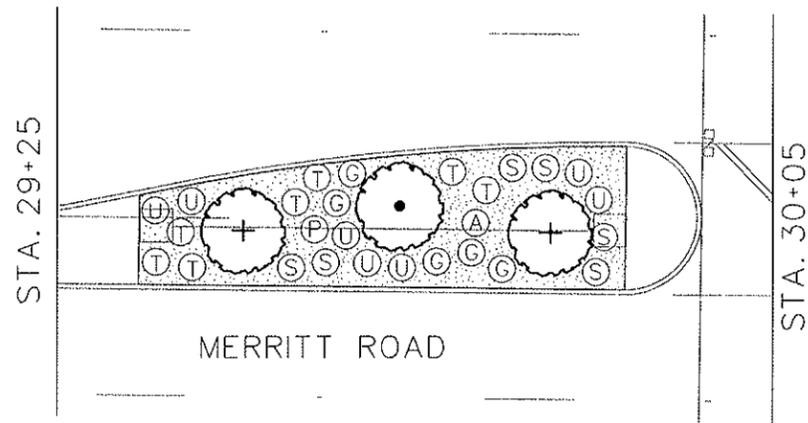
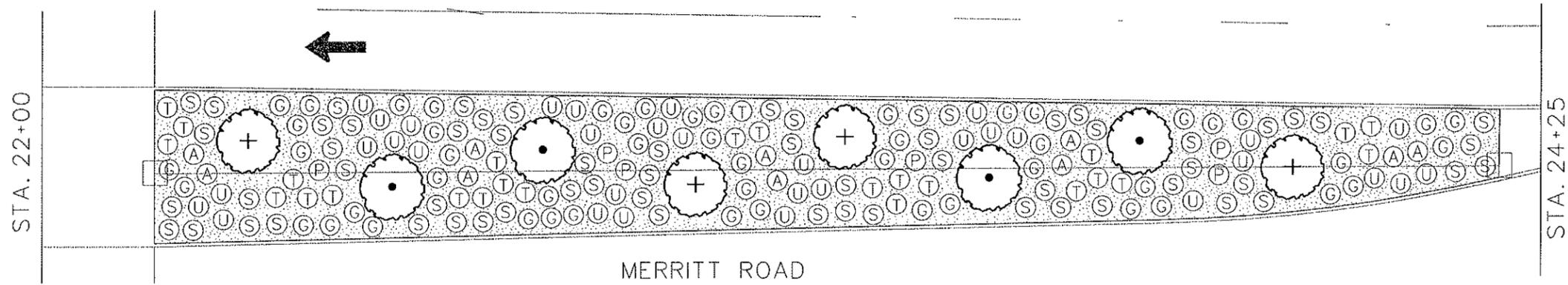
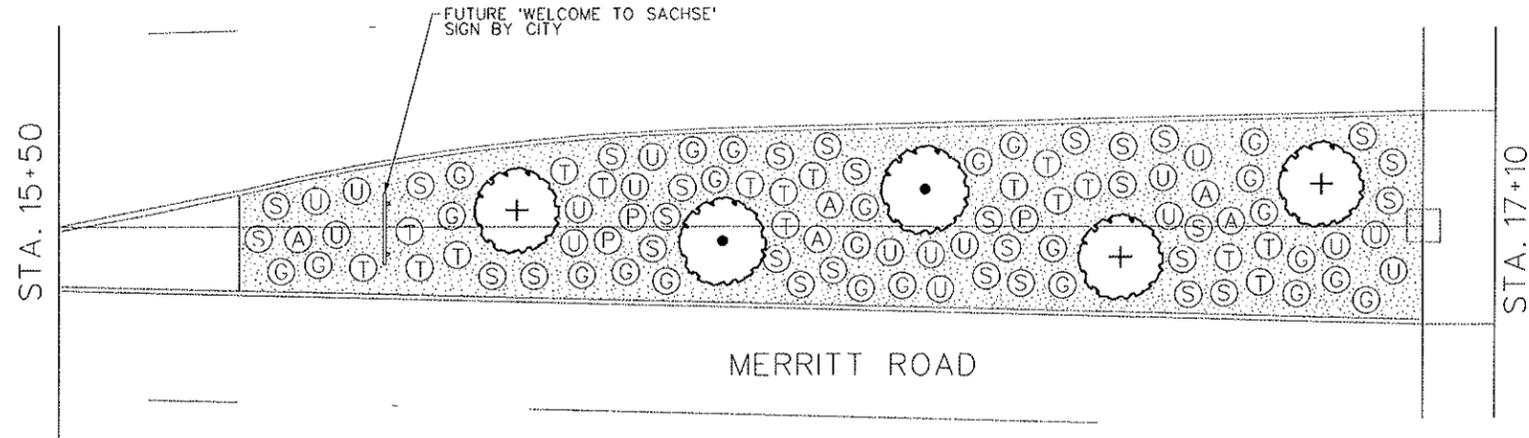
The contractor for the Merritt Road Paving and Drainage Improvements Project from the intersection with Pleasant Valley Road to the southern city limit has provided City Staff with four (4) options for the required landscaping ground cover associated with the project. Xeriscaping utilizes various forms of rock ground cover in lieu of traditional grass. This minimizes irrigation demand for the landscaping, conserving water. The City of Sachse needs to provide the contractor direction on a selected ground cover for the project.

On January 21, 2013, the City Council selected the xeriscape landscaping plan for the Merritt Road project. The xeriscape plan utilizes rock ground cover in lieu of traditional grass. The project is currently under construction and the contractor now needs the City to select a rock to be used as ground cover. The contractor has provided City Staff with four (4) rock choices.

None.

The cost is fixed for the groundcover options. All available options have the same cost.

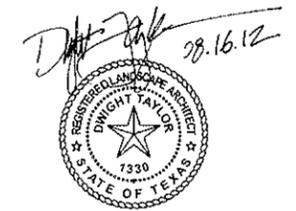
Staff Recommends that the City Council select one of the four materials provided and consider a motion to approve the installation of the selected rock ground cover for landscaping of the Merritt Road project from Pleasant Valley Road to the South City Limits.



LEGEND

-  'BUBBA' PINK DESERT WILLLOW
-  'SHOAL CREEK' PURPLE VITEX
-  UPRIGHT ROSEMARY
-  COMPACT TEXAS SAGE
-  CHERRY PINK AUTUMN SAGE
-  SKELETONLEAF GOLDENEYE
-  CENTURY PLANT
-  SPINELESS PRICKLY PEAR
-  DECOMPOSED GRANITE

NOTE:
1) REFER TO PLANT LIST, SHEET LP-2 FOR PLANT DESCRIPTIONS.



FRESE NICHOLS
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Fax - (214) 217-2201
Web - www.frese.com

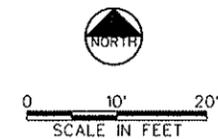
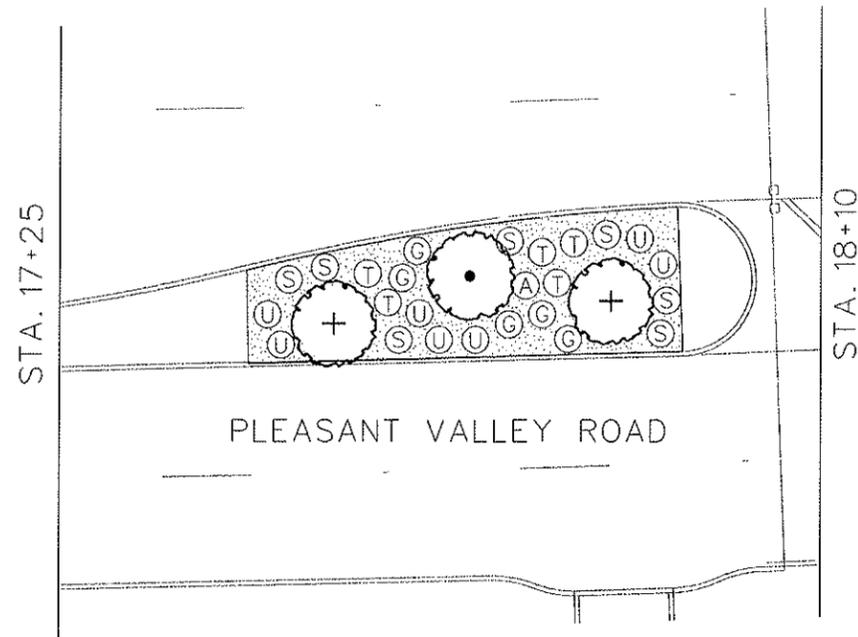
NO.	REVISION	BY	DATE

COUNTY OF DALLAS, TEXAS
DEPARTMENT OF PUBLIC WORKS
LANDSCAPE PLANNING PLAN
MERRITT ROAD
FROM STA. 15+50 TO STA. 30+05

DESIGNED-DT	DRAWN-RSP	DATE ADDED 8/16/12	FILE- LP-TRI-PL-LINDSOI.SHT
APPROVED-DT	CHECKED-DT	SCALE- 1"=10'	SHEET LP1 57

ALTERNATE NO. 2 ('XERISCAPE')

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 Office: Fred Weath

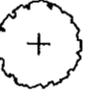


LEGEND

-  'BUBBA' PINK DESERT WILLOW
-  'SHOAL CREEK' PURPLE VITEX
-  UPRIGHT ROSEMARY
-  COMPACT TEXAS SAGE
-  CHERRY PINK AUTUMN SAGE
-  SKELETONLEAF GOLDENEYE
-  CENTURY PLANT
-  SPINELESS PRICKLY PEAR
-  DECOMPOSED GRANITE

NOTE:

1) REFER TO PLANT LIST, SHEET LP-2 FOR PLANT DESCRIPTIONS.

PLANT LIST							
SYMBOL	QUANTITY	SIZE	COMMON NAME	BOTANICAL NAME	CONDITION	COMMENTS	
MULTI-TRUNK TREES							
	8	#30 CLASS MINIMUM	'SHOAL CREEK' PURPLE VITEX	VITEX AGNUS-CASTUS 'SHOAL CREEK'	CONTAINER	FOUR TO FIVE TRUNKS; MINIMUM TRUNK DIAMETER 1.5 INCHES; MINIMUM SPREAD FIVE FEET; MINIMUM HEIGHT FIVE FEET; FULL DENSE CANOPY; MATCH SELECTIONS FOR UNIFORM HEIGHT AND SPREAD	
	11	#30 CLASS MINIMUM	'BUBBA' PINK DESERT WILLOW	CHILOPSIS LINEARIS 'BUBBA'	CONTAINER	FOUR TO FIVE TRUNKS; MINIMUM TRUNK DIAMETER 1.5 INCHES; MINIMUM SPREAD FIVE FEET; MINIMUM HEIGHT FIVE FEET; FULL DENSE CANOPY; MATCH SELECTIONS FOR UNIFORM HEIGHT AND SPREAD	
SHRUBS/PERENNIALS							
	64	#7 CLASS MINIMUM	UPRIGHT ROSEMARY	ROSEMARY OFFICINALIS	CONTAINER	15 INCHES	18 INCHES
	55	#7 CLASS MINIMUM	COMPACT TEXAS SAGE	LEUCOPHYLLUM FRUTESCENS COMPACTUM	CONTAINER	18 INCHES	18 INCHES
	105	#5 CLASS MINIMUM	CHERRY PINK AUTUMN SAGE	SALVIA GREGGII	CONTAINER	18 INCHES	15 INCHES
	86	#5 CLASS MINIMUM	SKELETONLEAF GOLDENEYE	VIGUIERA STENOLOBA	CONTAINER	15 INCHES	18 INCHES
	17	#15 CLASS MINIMUM	CENTURY PLANT	AGAVE AMERICANA	CONTAINER	24 INCHES	18 INCHES
	10	#7 CLASS MINIMUM	SPINELESS PRICKLY PEAR	OPUNTIA SPP.	CONTAINER	18 INCHES	15 INCHES
						FULL DENSE CANOPY; MATCH SELECTIONS FOR UNIFORM HEIGHT AND SPREAD	

NOTES:

ALL SIZES SHOWN FOR ALL PLANTS (SUCH AS CALIPER, CONTAINER SIZE, SPREAD, HEIGHT, BRANCHING HEIGHT, ETC.) ARE THE MINIMUM CRITERIA REQUIRED. A CONTAINER SIZE LARGER THAN THE MINIMUM SIZE CONTAINER INDICATED IN THE PLANT LIST MAY BE NECESSARY TO PROVIDE THE OTHER MINIMUM CRITERIA INDICATED.



FREESSE NICHOLS
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 Dallas, TX 75202-2001
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 Fax - (214) 217-2201
 Web - www.freesse.com

NO.	REVISION	BY	DATE

COUNTY OF DALLAS, TEXAS
 DEPARTMENT OF PUBLIC WORKS
 LANDSCAPE PLANNING PLANT LIST

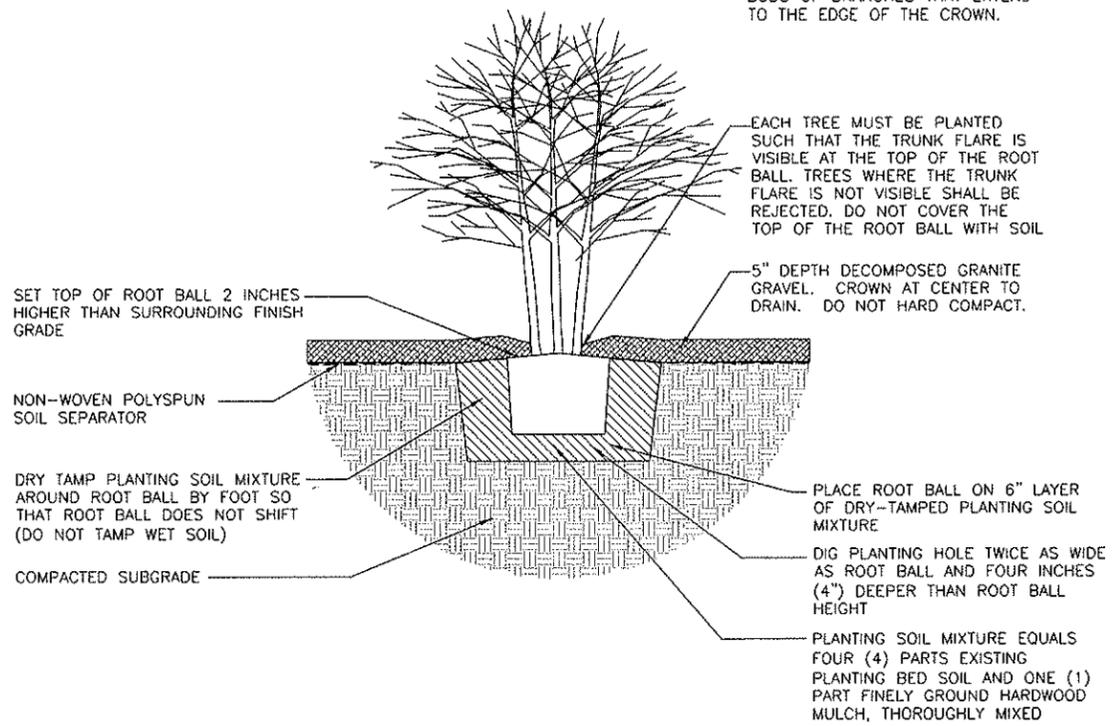


ALTERNATE NO. 2 ('XERISCAPE')

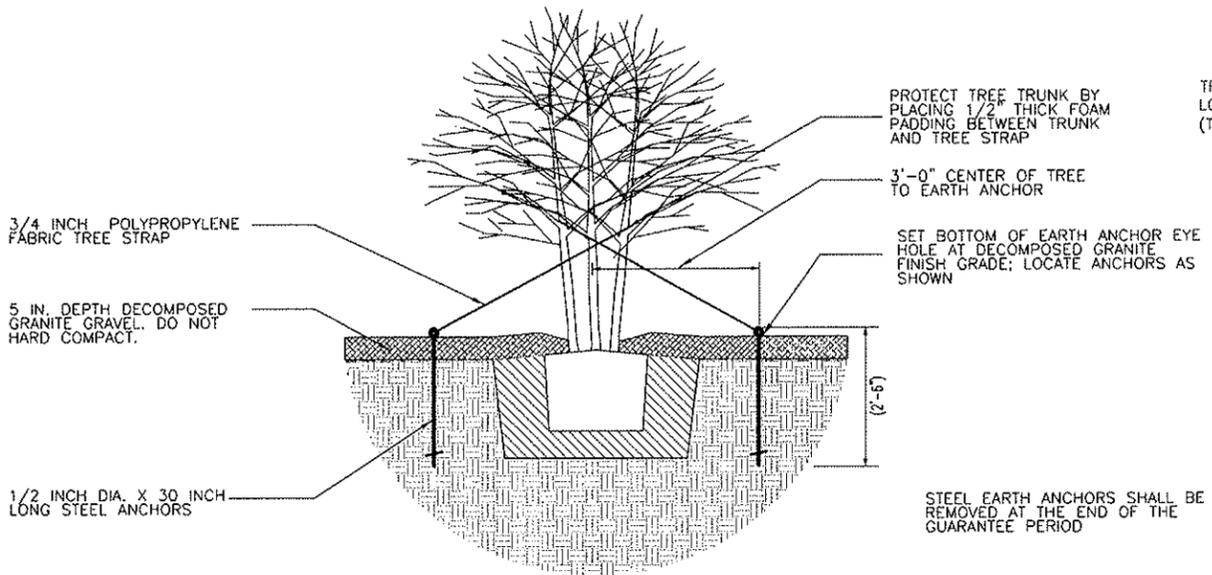
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 Office: Fort Worth

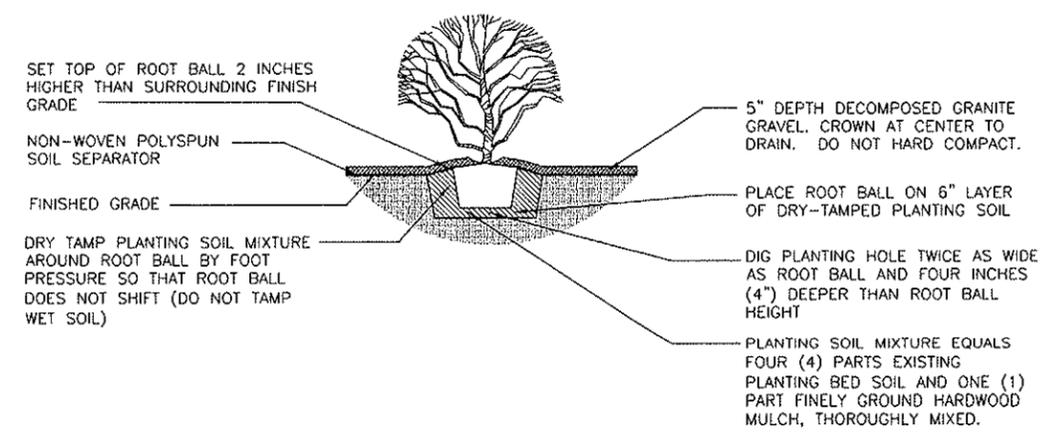
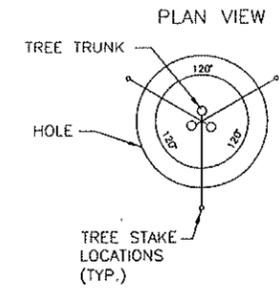
DO NOT HEAVILY PRUNE TREE. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, AND BROKEN OR DEAD BRANCHES. DO NOT PRUNE THE PRIMARY LEADER. DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.



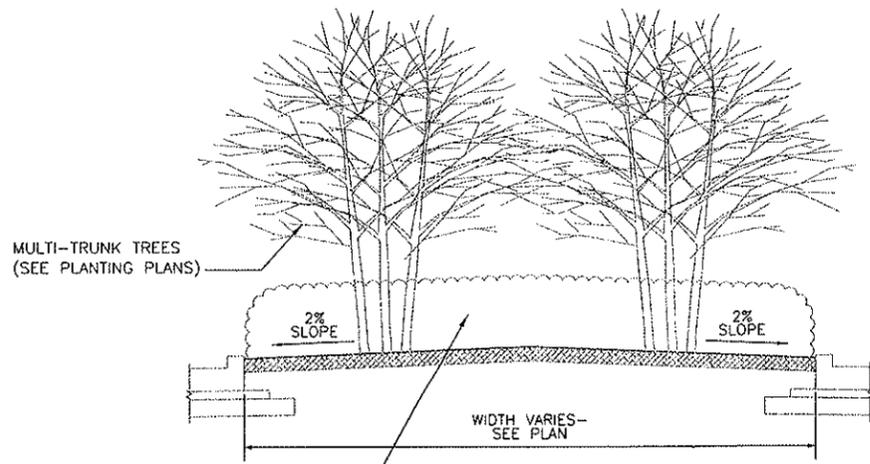
1 MULTI-TRUNK TREE PLANTED IN DECOMPOSED GRANITE DETAIL
NOT TO SCALE



2 MULTI-TRUNK TREE STAKING DETAIL
NOT TO SCALE



3 SHRUBS/PERENNIALS PLANTING DETAIL
NOT TO SCALE



4 SECTION @ MEDIAN
NOT TO SCALE



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NO.	REVISION	BY	DATE
COUNTY OF DALLAS, TEXAS			
DEPARTMENT OF PUBLIC WORKS			
LANDSCAPE ARCHITECTURE DETAILS 1			
DESIGNED BY	DRAWN BY	DATE	SCALE
APPROVED BY	CHECKED BY	SCALE	NTS
FILE: LP-TRT-DT-LANDS01.SHT		SHEET LP-3 59	

ALTERNATE NO. 2 ('XERISCAPE')

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 Project: DCW0169

MERRITT ROAD LANDSCAPING



CITY COUNCIL

JULY 1, 2013

OVERVIEW

- At the January 21st City Council Meeting, the Council selected the Xeriscape Landscaping Plan for the Merritt Road Improvements Project.
- The Xeriscape Landscaping Plan utilizes a rock ground cover in lieu of grass, minimizing irrigation demand, thus conserving water.
- City Staff has worked with the General Contractor to bring four ground cover options to City Council for review.
- One of the ground cover options is to be selected for use in landscaping of the project.

CITY COUNCIL

JULY 1, 2013

#1 - DECOMPOSED GRANITE



CITY COUNCIL

JULY 1, 2013

#2 - RED GRANITE ROCK



CITY COUNCIL

JULY 1, 2013

#3 - FAIRLAND PINK GRANITE



CITY COUNCIL

JULY 1, 2013

#4 - CRUSHED GRANITE



CITY COUNCIL

JULY 1, 2013

RECOMMENDATION

- City Staff recommends that the City Council select one of the four materials provided, and consider a motion to approve the installation of the selected rock ground cover for landscaping of the Merritt Road project from Pleasant Valley Road to the South City Limits.

CITY COUNCIL

JULY 1, 2013

DISCUSSION



CITY COUNCIL

JULY 1, 2013