



Sachse, Texas

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

Meeting Agenda City Council

Monday, October 7, 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, October 7, 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.

[13-1807](#) Consider approval of the minutes of the September 16, 2013, regular meeting.

*Executive Summary
Minutes from the recent Council meeting.*

Attachments: [Min.09.16.13.pdf](#)

[13-1815](#) Consider approval of the minutes of the September 30, 2013, special meeting.

*Executive Summary
Minutes from the recent Council meeting.*

Attachments: [Minutes.Special.09.30.13.pdf](#)

[13-1816](#) Consider the acceptance of the resignation of Charlie Ross from the Planning and Zoning Commission.

Executive Summary

Mr. Ross has resigned his seat on the Commission, to accept the Council position he was recently elected to serve.

Attachments: [Charlie Ross resignation.pdf](#)

[13-1806](#)

Consider receiving the Monthly Revenue and Expenditure Report for the period ending August 31, 2013.

Executive Summary

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

Attachments: [GF 8-31-2013 Budget Report.pdf](#)

[UF 8-31-2013 Budget Report.pdf](#)

[DS 8-31-2013 Budget Report.pdf](#)

[SEDC 8-31-2013 Budget Report.pdf](#)

[13-1801](#)

Consider the application of Plano ARS, LP for a Preliminary Plat for Westgate Shopping Center Addition, Lots 1 - 3, Block A, being a total of 9.599 acres.

Executive Summary

The applicant is requesting approval of a Preliminary Plat for three individual lots comprising a total of 9.599 acres. The subject property is located on the northeast corner of Murphy Road and Blackburn Road.

Attachments: [CD - WESTGATE SHOPPING CTR PP CC - PRELIMINARY PLAT.pdf](#)

[CD - WESTGATE SHOPPING CTR PP CC - ATTACHMENT 1.pdf](#)

[CD - WESTGATE SHOPPING CTR PP CC - ATTACHMENT 2.pdf](#)

[13-1828](#)

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement by and between Dallas County and the City of Sachse for fire protection and fire fighting services to be provided by the City of Sachse in the unincorporated areas of Dallas County.

Executive Summary

This Resolution will approve the renewal of the Dallas County Mutual Aid agreement for Fire services.

Attachments: [2013 Dallas Cnty Fire.pdf](#)

[Fire Protection.pdf](#)

- [13-1831](#) Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement by and between Dallas County and the City of Sachse for ambulance services to be provided by the City of Sachse in the unincorporated areas of Dallas County.

Executive Summary

This Resolution will approve the renewal of the Dallas County Mutual Aid agreements for Ambulance services.

Attachments: [2013 Dallas Cnty Ambulance.pdf](#)
[Ambulance Services.pdf](#)

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

- [13-1820](#) Recognize employees for their service to the City of Sachse.

Executive Summary

Each quarter the City Council recognizes the Employee of the Quarter and employees with milestone service anniversaries.

- [13-1809](#) Proclamation declaring October, 2013, as Breast Cancer Awareness month.

Executive Summary

Marilyn Fouts and Michael Enette will be in attendance to receive the proclamation.

Attachments: [Proc. Breast Cancer Awareness.pdf](#)

- [13-1810](#) Proclamation declaring October, 2013, as Male and Female Breast Cancer Awareness month.

Executive Summary

Members of the American Cancer Society will be in attendance to receive the proclamation.

Attachments: [Proc. Cancer Awareness..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.

[13-1808](#) Administer Oath of Office to Councilman-elect Charlie Ross.

Executive Summary

Mayor Felix will administer the Oath of Office to Councilman-elect Charlie Ross.

Attachments: [Oath.Charles Ross.pdf](#)

[13-1803](#) Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an economic development agreement by and between the Sachse Economic Development Corporation and Lizzie Bee's Flowers, a subsidiary of Teleflora LLC, a Delaware Limited Liability Company.

Executive Summary

The Sachse Economic Development Corporation is making a recommendation to fund the request for a project for Lizzie Bee's Flower Shoppe sign located at 6302 State Highway 78, Sachse, Texas for an amount not to exceed \$17,120.00.

Attachments: [Sachse Lizzie Bee's Flowers RESO approving economic development agreem](#)
[51SEDC Lizzie Bees Flower Shop Economic Development Agreement-monume](#)
[LizzieBeeSEDCResolution.pdf](#)
[LizzieBeeGrantAppliction.pdf](#)
[LizzieBeeSignGraphic.pdf](#)

[13-1833](#) Consider an ordinance of the City Council of the City of Sachse, Texas, approving a negotiated resolution between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2013 Annual Rate Review Mechanism ("RRM") filing in all cities exercising original jurisdiction; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; requiring the company to reimburse cities' reasonable ratemaking expenses; repealing conflicting resolutions or ordinances; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a Savings Clause; declaring an Effective Date; providing a Most Favorable Nations Clause; and requiring delivery of this ordinance to the Company and the Steering Committee's legal counsel.

Executive Summary

The City of Sachse, along with approximately 164 other cities served by Atmos Energy Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). On or about July 15, 2013, Atmos Mid-Tex filed with the City an application to increase natural gas rates pursuant to the Rate Review Mechanism (“RRM”) tariff renewed by the City in 2013 as a continuation and refinement of the previous RRM rate review process. This is the first annual RRM filing under the renewed RRM tariff.

Attachments: [2013 09 17 Model Staff Report \(RRM Ordinance\)](#)
[Ord Atmos RRM Tarriff.pdf](#)

[13-1819](#)

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the project specific interlocal agreement for the purpose of transportation-related maintenance, between the City of Sachse, Texas and Dallas County, Texas.

Executive Summary

Sachse Road and 5th Street are both minor arterial roadways in the City of Sachse. The existing asphalt pavement in the 5th Street/Sachse Road Corridor is aging and rapidly deteriorating. In order to maintain a safe and effective roadway, city staff worked with Dallas County to identify a funding source for asphalt repair and replacement. The project budget is anticipated to be \$656,212.40. The interlocal agreement with Dallas County will provide 50% of the anticipated construction cost from Dallas County. This partnership will make city funds go further in making repairs to Sachse Road and 5th Street.

Attachments: [EXHIBIT A COST ESTIMATE PDF](#)
[Exhibit B MAP PDF](#)
[PROJECT SPECIFIC AGREEMENT 11-2012 PDF](#)
[MASTER ILA 11-2012 PDF](#)
[RESO FOR SACHSE ROAD ILA](#)

[13-1762](#)

Consider an Ordinance of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 9 titled “Traffic Regulations” by amending Section 9-4 titled “speed limits” to amend the maximum prima facie speed limits for 5th Street, Dewitt Road, and McCreary Road; providing a repealing clause; providing a savings clause; providing a severability clause; providing for a penalty of fine not to exceed the sum of two hundred dollars (\$200.00) for each offense.

Executive Summary

The City Engineer has conducted an engineering investigation on traffic speeds for 5th Street, Dewitt Road, and McCreary Road from State Highway 78 to the north City limit. This ordinance will establish a speed limit of 40 mph for 5th Street, Dewitt Road, and McCreary Road from State Highway 78 to the north City limits.

Attachments: [Exhibit A - 5TH STREET SPEED STUDY MAP PDF](#)
[Exhibit B - Traffic Speed - 5th St btwn Floyd and Dewitt PDF](#)
[Exhibit C - Traffic Speed - Dewitt Rd btwn Scott & Creekside PDF](#)
[Exhibit D - Speed Limit Study Memo PDF](#)
[Exhibit E - Sachse Ordinance for Speed limit on 5th Dewitt McCreary PDF](#)

[13-1818](#)

Discuss roadway lighting projects for 5th Street & Dewitt Road, State Highway 78, and the Sachse Industrial Park

Executive Summary

The City's Capital Improvement Plan (CIP) includes funds budgeted for installing street lights in the Sachse Industrial Park, along 5th Street and Dewitt Road from SH 78 to Ranch Road, and along State Highway 78 from Murphy Road to 5th Street. This item will provide the City Council with an update on the projects and request feedback from Council on lighting options for each project.

Attachments: [ROADWAY LIGHTING PROJECTS PRESENTATION PDF](#)
[INDUSTRIAL PARK LIGHTING PRELIMINARY LAYOUT PDF](#)
[5TH STREET LIGHTING PRELIMINARY LAYOUT PDF](#)
[SH 78 LIGHTING PRELIMINARY LAYOUT PDF](#)

[13-1827](#)

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

Executive Summary

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

Attachments: [CM Review - Existing Format.pdf](#)
[CM Review - Examples.pdf](#)
[CM Review - Alt A - Format.pdf](#)
[CM Review - Alt B - Format - Questions.pdf](#)
[CM Review - Alt C - Format - Questions.pdf](#)

[13-1832](#)

The City Council shall convene into Executive Session pursuant to

the TEXAS GOVERNMENT CODE, Section § 551.087 (Economic Development) to deliberate on economic development incentives with the Trull Foundation for property located northwest, northeast, southwest, and southeast of the intersection of the President George Bush Turnpike and Miles Road.

Consider any action necessary as a result of executive session.

Executive Summary

Closed Executive Session as provided by State Law.

5. ADJOURNMENT.

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

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

State law prohibits the introduction or discussion of any item of business not posted at least seventy-two (72) hours prior to the meeting time. Therefore, during Citizen Input for example, the Council is prohibited by state law to deliberate or take action on any issues introduced by the public other than to take them under advisement. Posted: October 4, 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 #: 13-1807 **Version:** 1 **Name:** Consider approval of the minutes of the September 16, 2013, regular meeting.

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

File created: 9/30/2013 **In control:** City Council

On agenda: 10/7/2013 **Final action:**

Title: Consider approval of the minutes of the September 16, 2013, regular meeting.

Executive Summary
Minutes from the recent Council meeting.

Sponsors:

Indexes:

Code sections:

Attachments: [Min.09.16.13.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider approval of the minutes of the September 16, 2013, regular meeting.

Executive Summary

Minutes from the recent Council meeting.

Background

Minutes form the most recent Council meeting on September 16, 2013, for review and approval.

Policy Considerations

Not applicable.

Budgetary Considerations

Not applicable.

Staff Recommendations

Approval of the minutes of the September 16, 2013, regular meeting, as a Consent Agenda Item.

REGULAR MEETING
OF THE
CITY COUNCIL OF THE CITY OF SACHSE
SEPTEMBER 16, 2013

The City Council of the City of Sachse held a Regular Meeting on Monday, September 16, 2013 at 7:30 p.m. at the Sachse City Hall after proper notice. The roll of the duly constituted City Council Members was called which members are as follows, to wit:

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

and all were present.

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

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

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

1. Consent Agenda:

Mayor Pro Tem Adams moved to approve the Consent Agenda consisting of: 13-1783 Consider approval of the minutes of the September 3, 2013, special meeting; 13-1786 Consider approval of the minutes of the September 9, 2013 Special Meeting; 13-1777 Resolution No. 3520 of the City Council of the City of Sachse, Texas, authorizing execution of the Interlocal Agreement for Food Establishment Inspection and Environmental Health Services between Dallas County, on behalf of Dallas County Health and Human Services, and City of Sachse; 13-1775 Resolution No. 3521 of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Professional Services Agreement, by and between the City of Sachse and the City of Garland for the City of Garland Health Department to provide immunizations, well child health care and communicable disease investigation services for the City of Sachse; 13-1789 Resolution No. 3522 of the City Council of the City of Sachse, Texas, approving the terms and conditions of a facilities agreement, by and between the City of Sachse and Meritage Homes of Texas, LLC; authorizing its execution by the City Manager; and providing an effective date; and 13-1791 Resolution No. 3523 of the City Council of the City of Sachse, Texas, adopting the 2013 Standard Construction Details of the City of Sachse, Texas. The motion was seconded by Councilman Franks and passed unanimously.

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

13-1769 Presentation of Hancher Library Grant for \$24,999.00.

13-1788 Proclamation recognizing Constitution Week.

Councilman King noted the new YMCA Program of Advanced Adventure Guides and Princesses. He also highlighted the October 19th Ride Fest at Equest, their fund raiser. On October 12 is Fallfest. On Tuesday at 4:00 p.m. at the Library is the Cabbage Critters Program.

Councilman Franks noted the Pumpkin Prowl on October 26th at Salmon Park.

Mayor Felix noted the upcoming Events: October 1st in National Night Out; and October 19th from 10:00 a.m. until 2:00 p.m. is the low cost pet shot clinic at the Animal Shelter.

3. Citizen Input:

No comments were made.

4. Regular Agenda Items:

Councilman Ronnau made a motion to move Agenda Item No. 13-1770, next on the agenda. The motion was seconded by Councilman King and carried unanimously.

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

Following discussion, Mayor Pro Tem Adams moved to approve Resolution No. 3524 , as amended, in recognition and appreciation of David B. Sanford's civic and community services, hereby authorizes the re-naming of Park Lake Park: Dave Sanford Park. The motion was seconded by Councilman King and carried unanimously.

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

Following discussion, Councilman Bickerstaff moved to approve the application of JR&R Investments, Ltd. for a Preliminary Plat for CLH Addition, Lot 1 & 2, Block A, being a 2.8388-acre tract consisting of two lots. The subject property is generally located on the southeast corner of State Highway 78 and Hooper Road. The motion was seconded by Councilman King and carried unanimously.

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

Following discussion, Mayor Pro Tem Adams moved to approve Resolution No. 3525 of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Mutual Aid Agreement by and between the City of Sachse, Texas, and other participating local governments of the State of Texas for the purpose of providing planning and operating procedures whereby public works related agencies may request aid and assistance in the form of personnel, equipment, materials and/or other associated

services from other public works related agencies. The motion was seconded by Councilman Franks and carried unanimously.

13-1771 Consider a resolution of the City Council of the City of Sachse, Texas, authorizing the purchase of EMS Technology Solutions, Operative IQ Inventory, Asset, Purchasing and Fleet Management software:

Following discussion, Councilman King moved to approve Resolution No. 3526 authorizing the purchase of EMS Technology Solutions, Operative IQ Inventory, Asset, Purchasing and Fleet Management software. The motion was seconded by Councilman Ronnau and carried unanimously.

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

Following discussion, Councilman King moved to approve Ordinance No. 3527 of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 4, Business Regulations, Section 4-7, Sexually Oriented Businesses, by amending the definition of “nudity” or a “state of nudity” in Subsection D(14). The motion was seconded by Councilman Bickerstaff and carried unanimously.

13-1793 Discuss the Mayor, City Manager and Emergency Management lines of succession included in the City of Sachse Emergency Management Plan:

Following discussion, the Council felt the Council Member with the most continuous seniority would be the next in line, then the second level would Council place number, with No. 1 being the highest for emergency management purposes.

13-1792 Discuss the employee evaluation form and format that the City Council currently uses to evaluate the City Manager:

Following discussion, Council members expressed as preference for Alternative B, to be reviewed more in depth at the next meeting.

13-1795 Adjourn to Executive Session pursuant to the provisions of Texas Government Code Section 551.072: a. Discuss the potential purchase of real estate for the extension of sanitary sewer facilities:

Consider any action necessary as the result of executive session:

At 8:58 p.m. Councilman Ronnau moved to recess to executive session. The motion was seconded by Councilman King and carried unanimously.

At 9:27 p.m. Councilman Ronnau moved to return to open session. The motion was seconded by Mayor Pro Tem Adams and carried unanimously.

Consider any action necessary as the result of executive session:

Mayor Felix stated no action was being taken.

5. Adjournment:

There being no further business, Councilman Ronnau made a motion to adjourn. The motion was seconded by Councilman King and carried unanimously. The meeting adjourned at 9:27 p.m.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR



Legislation Details (With Text)

File #: 13-1815 **Version:** 1 **Name:** Consider approval of the minutes of the September 30, 2013, special meeting.

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

File created: 10/1/2013 **In control:** City Council

On agenda: 10/7/2013 **Final action:**

Title: Consider approval of the minutes of the September 30, 2013, special meeting.

Executive Summary
Minutes from the recent Council meeting.

Sponsors:

Indexes:

Code sections:

Attachments: [Minutes.Special.09.30.13.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider approval of the minutes of the September 30, 2013, special meeting.

Executive Summary

Minutes from the recent Council meeting.

Background

Minutes from a recent Council meeting on September 30, 2013, for review and approval.

Policy Considerations

Not applicable.

Budgetary Considerations

Not applicable.

Staff Recommendations

Approval of the minutes of the September 30, 2013, special meeting, as a Consent Agenda Item.

**SPECIAL MEETING
OF THE
CITY COUNCIL OF THE CITY OF SACHSE
SEPTEMBER 30, 2013**

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

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

and all were present except Councilman Ronnau.

Staff present: City Manager Billy George; City Secretary Terry Smith; and Project Coordinator Denise Vice.

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

2. Agenda Items:

13-1800 Consider a resolution to canvass of the results of the Special Election held on September 21, 2013:

City Secretary Smith read the Dallas County elections unofficial final runoff election results into the record.

<u>Place 2 Candidates</u>	<u>Early</u> <u>Voting</u>	+	<u>Election Day</u>	=	<u>Total</u> <u>Votes</u>	<u>%</u>
David Hock	12		15		27	19.57
Charlie Ross	77		34		111	80.43
Totals	89		49		138	100

Mayor Pro Tem Adams moved to approve Resolution No. 3528 to canvass of the results of the special election held on September 30, 2013. The motion was seconded by Councilman Bickerstaff and carried unanimously.

13-1805 Consider adoption of a Resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement, by and between the City of Sachse, Texas, and Bureau Veritas North America, Inc. to provide plan review and inspection services for the City; and providing for an effective date:

Following discussion, Mayor Pro Tem Adams moved to approve Resolution No. 3529 approving the terms and conditions of an agreement, by and between the City of Sachse, Texas, and Bureau Veritas North America, Inc. to provide plan review and inspection services for the City; and providing for an effective date. The motion was seconded by Councilman Franks and carried unanimously.

13-1804 Consider adoption of a Resolution of the City Council of the City of Sachse, Texas, amending the Master Fee Schedule by amending the Building Permit Fee by removing the provision regarding outside consultants for plan checking and inspections; and providing for an effective date:

Following discussion, Councilman King moved to approve Resolution No. 3530 amending the Master Fee Schedule by amending the Building Permit Fee by removing the provision regarding outside consultants for plan checking and inspections; and providing for an effective date.. The motion was seconded by Councilman Franks and carried unanimously.

3. Adjourn:

There being no further business, Mayor Pro Tem Adams moved to adjourn at 6:45 p.m. The motion was seconded by Councilman King and carried unanimously.

ATTEST:

CITY SECRETARY

APPROVED:

MAYOR



Legislation Details (With Text)

File #:	13-1816	Version:	1	Name:	Consider the acceptance of the resignation of Charlie Ross from the Planning and Zoning Commission.
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	10/1/2013	In control:		In control:	City Council
On agenda:	10/7/2013	Final action:		Final action:	
Title:	Consider the acceptance of the resignation of Charlie Ross from the Planning and Zoning Commission.				
	Executive Summary Mr. Ross has resigned his seat on the Commission, to accept the Council position he was recently elected to serve.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Charlie Ross resignation.pdf				

Date	Ver.	Action By	Action	Result
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Title
Consider the acceptance of the resignation of Charlie Ross from the Planning and Zoning Commission.

Executive Summary
Mr. Ross has resigned his seat on the Commission, to accept the Council position he was recently elected to serve.

Background
Planning and Zoning Commission Member Charlie Ross has resigned his seat on the Commission, due to his election to the City Council. Staff has advertised for the vacancy.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Acceptance of the resignation of Charlie Ross from the Planning and Zoning Commission, as a Consent Agenda Item.

Terry Smith

From: Charlie Ross [charlie.ross@ericsson.com]
Sent: Tuesday, October 01, 2013 10:01 AM
To: Terry Smith
Cc: Mike Felix
Subject: P&Z Resignation

Terry,

In preparation for taking my seat on the city council, I am submitting my resignation from the Sachse Planning & Zoning Commission, effective immediately. My time as a commissioner and, ultimately, as chairman has given me valuable experience and insights into the operations and governance of the city. I leave this role having the highest regards for the professionalism of the Community Development staff and for the other board members with whom I've had the pleasure to serve.

With thanks and appreciation,

Charlie Ross
Councilman-Elect, Place 2



Legislation Details (With Text)

File #:	13-1806	Version:	1	Name:	Monthly Revenue and Expenditure Report for August 2013
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	9/26/2013	In control:		In control:	City Council
On agenda:	10/7/2013	Final action:		Final action:	
Title:	Consider receiving the Monthly Revenue and Expenditure Report for the period ending August 31, 2013.				
	Executive Summary The Finance Department will prepare a report each month to update the City Council regarding revenues and expenditures for the City. The attached report is for the month ended August 31, 2013.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	GF 8-31-2013 Budget Report.pdf UF 8-31-2013 Budget Report.pdf DS 8-31-2013 Budget Report.pdf SEDC 8-31-2013 Budget Report.pdf				

Date	Ver.	Action By	Action	Result
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Title

Consider receiving the Monthly Revenue and Expenditure Report for the period ending August 31, 2013.

Executive Summary

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

Background

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

Policy Considerations

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

Budgetary Considerations

N/A

Staff Recommendations

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

City of Sachse
 Monthly Revenue and Expenditure Report
 August 31, 2013
 (Unaudited)

GENERAL FUND

92% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 92%
Revenue Summary					
Property Tax	\$ 7,036,517	\$ 28,088	\$ 7,028,448	99.89%	
Sales Tax	833,553	93,196	781,775	93.79%	
Franchise Fees	1,385,412	97,598	1,252,587	90.41%	A
Licenses and Permits	323,775	34,356	398,879	123.20%	
Service Fees	734,341	67,159	789,000	107.44%	A
Fines	330,000	23,251	303,697	92.03%	
Interest Income	5,000	(787)	4,423	88.47%	
Miscellaneous Income	143,097	1,340	142,218	99.39%	
Intergovernmental Revenue	960,271	79,988	879,868	91.63%	
Total Revenue	\$ 11,751,966	\$ 424,188	\$ 11,580,895	98.54%	
Expenditure Summary					
City Manager	\$ 309,558	\$ 27,376	\$ 275,993	89.16%	A
City Secretary	171,241	18,772	138,388	80.81%	A
Human Resources	248,104	25,237	198,485	80.00%	
Finance	478,268	36,759	390,714	81.69%	
Municipal Court	166,610	15,988	146,355	87.84%	
Parks & Recreation	762,643	72,073	664,522	87.13%	A
Senior Programs	104,312	10,073	91,236	87.46%	
Library Services	291,436	27,858	263,105	90.28%	
Community Development	603,315	61,288	542,732	89.96%	
Streets & Drainage	1,138,483	74,218	1,025,886	90.11%	
Facility Maintenance	336,581	28,654	255,779	75.99%	A
Police	3,262,153	333,828	2,905,209	89.06%	A
Animal Control	137,201	14,118	123,389	89.93%	
Fire/EMS	2,282,631	205,037	1,927,430	84.44%	A
Combined Services	1,176,674	56,499	1,025,274	87.13%	
City Engineer	274,155	24,815	196,837	71.80%	
Total Expenditures	\$ 11,743,365	\$ 1,032,593	\$ 10,171,331	86.61%	
Total Revenue Over/Under Expenses	\$ 8,601	\$ (608,405)	\$ 1,409,563		

Explanation of Major Variances:

A Budget Amendment approved 7/1/2013 included

City of Sachse
Monthly Revenue and Expenditure Report
 August 31, 2013
 (Unaudited)

UTILITY FUND

92% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 92%
Revenue Summary					
Water Revenue	\$ 4,062,949	\$ 503,556	\$ 3,447,591	84.85%	
Sewer Revenue	2,974,582	259,527	2,676,074	89.96%	
Fees	150,900	17,587	171,505	113.65%	
Impact Fees	120,000	16,717	137,300	114.42%	A
Interest Income	3,500	(448)	2,607	74.47%	
Miscellaneous Income	1,200	-	95	7.92%	
Total Revenue	\$ 7,313,131	\$ 796,938	\$ 6,435,172	87.99%	
Expenditure Summary					
Utility Administration	\$ 250,758	\$ 20,857	\$ 209,618	83.59%	
Water Operations	3,823,654	421,220	3,464,163	90.60%	
Sewer Operations	2,934,366	203,421	2,388,379	81.39%	
Meter Reading	121,994	15,604	121,806	99.85%	B
Total Expenditures	\$ 7,130,772	\$ 661,102	\$ 6,183,966	86.72%	
Total Revenue Over/Under Expenses	\$ 182,359	\$ 135,836	\$ 251,206		

Explanation of Major Variances:

- A** Year-to-date Impact Fees are at 114% of budget compared to 72% in the previous year.
- B** Water Meters purchased are at 133% of budget; includes new services.

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

Debt Service Fund

92% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 92%
Revenue Summary					
Property Tax	\$ 2,492,137	\$ 9,065	\$ 2,492,704	100.02%	
Interest Income	500	(188)	1,286	257.12%	
Total Revenue	\$ 2,492,637	\$ 8,877	\$ 2,493,990	100.05%	
Expenditure Summary					
Fees	\$ 1,000	\$ -	\$ 823	82.33%	
Principal	1,035,000		1,035,000	100.00%	
Interest	1,830,446	907,576	1,830,446	100.00%	
Total Expenditures	\$ 2,866,446	\$ 907,576	\$ 2,866,270	99.99%	
Total Revenue Over/Under Expenses	\$ (373,809)	\$ (898,698)	\$ (372,280)		

Notes: Explanation of Major Variances

- A Annual principal payments were posted in February
- B Debt interest is paid biannually, in February and August.

City of Sachse
 Monthly Revenue and Expenditure Report
 August 31, 2013
 (Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

92% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 92%
Revenue Summary					
Sales Tax	\$ 410,273	\$ 46,598	\$ 383,218	93.41%	A
Interest Income	7,500	(988)	6,257	83.43%	
Total Revenue	\$ 417,773	\$ 45,611	\$ 389,475	93.23%	
Expenditure Summary					
Expenditures	485,866	28,043	210,969	43.42%	
Total Expenditures	\$ 485,866	\$ 28,043	\$ 210,969	43.42%	
Total Revenue Over/Under Expenses	\$ (68,093)	\$ 17,568	\$ 178,507		

Explanation of Major Variances:

A Current year sales tax is \$383,218 compared to \$365,162 previous year



Legislation Details (With Text)

File #:	13-1801	Version:	1	Name:	CD - WESTGATE SHOPPING CTR PP CC
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	9/23/2013	In control:		In control:	City Council
On agenda:	10/7/2013	Final action:		Final action:	
Title:	Consider the application of Plano ARS, LP for a Preliminary Plat for Westgate Shopping Center Addition, Lots 1 - 3, Block A, being a total of 9.599 acres.				
	<p>Executive Summary</p> <p>The applicant is requesting approval of a Preliminary Plat for three individual lots comprising a total of 9.599 acres. The subject property is located on the northeast corner of Murphy Road and Blackburn Road.</p>				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CD - WESTGATE SHOPPING CTR PP CC - PRELIMINARY PLAT.pdf CD - WESTGATE SHOPPING CTR PP CC - ATTACHMENT 1.pdf CD - WESTGATE SHOPPING CTR PP CC - ATTACHMENT 2.pdf				

Date	Ver.	Action By	Action	Result
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Title

Consider the application of Plano ARS, LP for a Preliminary Plat for Westgate Shopping Center Addition, Lots 1 - 3, Block A, being a total of 9.599 acres.

Executive Summary

The applicant is requesting approval of a Preliminary Plat for three individual lots comprising a total of 9.599 acres. The subject property is located on the northeast corner of Murphy Road and Blackburn Road.

Background

The 9.599-acre (approximately 418,127 square feet) subject property is located on the northeast corner of Murphy Road and Blackburn Road (See Attachment 1 - Aerial Location Map) and retains a zoning designation of General Commercial / C-2 (See Attachment 2 for Zoning Identification Map).

There are no existing trees located on the subject site.

Planning and Zoning Commission approved the Preliminary Plat by a vote of 5-0 at their September 23, 2013, with the following condition:

"A 50-ft landscape buffer shall be constructed along the north and east property lines

consistent with the Deed Restrictions recorded in Dallas County (201300249427), and Collin County (20130808001124810)."

The condition does not introduce any new information, but simply provides clarification of previously approved documents. Therefore, staff is recommending that this condition remain as part of the Preliminary Plat.

Policy Considerations

The applicant is proposing to plat the subject property into three separate lots.

The site will have three access points, two from Blackburn Road and one from Murphy Road. The access point on Murphy Road will be a full-access drive entry and will utilize the existing median cut. On Blackburn Road, there are two access points proposed, with the westernmost access being a limited "right-turn in/right-turn out only" access point and the easternmost access being a full-access drive entry. No right-of-way dedications are being proposed on either Blackburn Road or Murphy Road, as both of these roads are currently constructed at their ultimate width in accordance with the Capital Improvements Plan and the Major Thoroughfare Plan. The developer is proposing to construct a right-turn deceleration lane along the Murphy Road frontage.

It should be noted that pursuant to the Subdivision Ordinance, the property owner will be required to escrow funds for improving one-half of Blackburn Road as an improved concrete road. The cost of this construction will be credited against the roadway impact fees due.

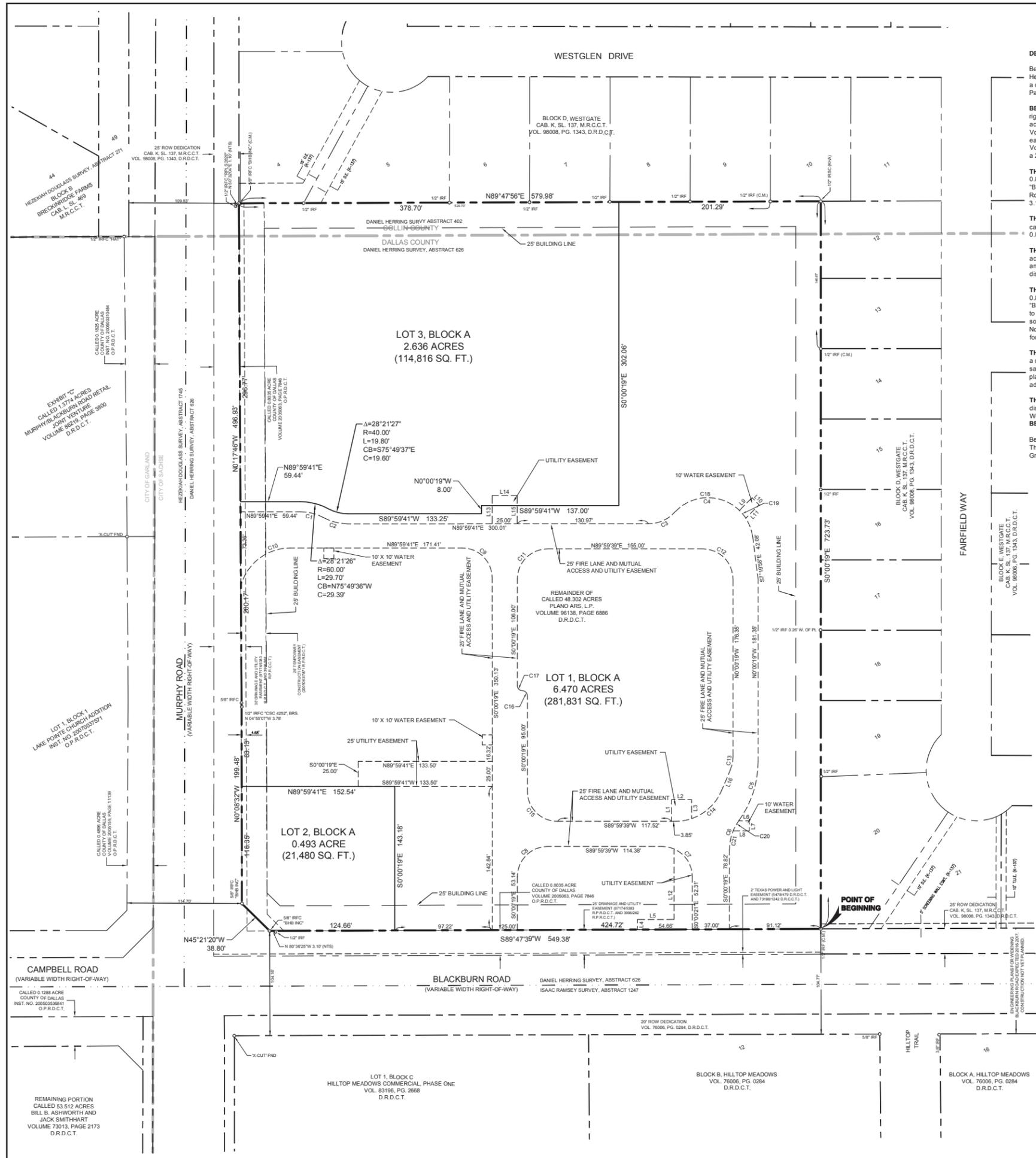
Staff has determined that the proposed Preliminary Plat meets the standards of the City of Sachse Code of Ordinances and is designed in accordance with the zoning of the property. The Preliminary Plat and its supporting documents have been reviewed by the City Engineer and have been found to be in compliance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

Budgetary Considerations

None.

Staff Recommendations

Staff recommends approval of the application of Plano ARS, LP for a Preliminary Plat for Westgate Shopping Center Addition, Lots 1 - 3, Block A, being a total of 9.599 acres as a Consent Agenda Item.



DESCRIPTION OF PROPERTY SURVEYED:

Being a tract of land situated in the Daniel Herring Survey, Abstract No. 402, Collin County, and the Daniel Herring Survey, Abstract No. 626, Dallas County, Texas, and in the City of Sachse, and being a portion of a called 48.302 acre tract of land described in the deed to Plano ARS, L.P., recorded in Volume 96138, Page 6886, Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at the southeast corner of the herein described tract of land at a 1/2" iron rod found in the north right-of-way line of Blackburn Road at the southwest corner of Lot 20 in Block D of the Westgate addition according to the plat thereof recorded in Cabinet K, Slide 137, Map Records of Collin County, Texas, and Volume 98008, Page 1343, said Deed Record of Dallas County, said point of beginning also being the eastern-most northeast corner of a called 0.8035 acre right-of-way dedication to County of Dallas recorded in Volume 2005063, Page 7846, Official Public Records of Dallas County, Texas, and the northwest corner of a 25 foot wide right-of-way dedication by said Westgate addition;

THENCE South 89°47'39" West, with the north right-of-way line of Blackburn Road according to said 0.8035 acre right-of-way dedication a distance of 549.38 feet to a 5/8" iron rod with plastic cap stamped "BHB INC" found for corner at a corner clip at the intersection of the north right-of-way line of Blackburn Road and the east right-of-way line of Murphy Road and which bears North 80°36'25" West a distance of 3.10 feet from a 1/2" iron rod found for witness;

THENCE North 45°21'20" West, with said corner clip a distance of 38.80 feet to a 5/8" iron rod with plastic cap stamped "BHB INC" found for corner in the east right-of-way line of Murphy Road according to said 0.8035 acre right-of-way dedication;

THENCE North 0°08'32" West, with the east right-of-way line of Murphy Road according to said 0.8035 acre right-of-way dedication, a distance of 199.48 feet to a 5/8" iron rod with plastic cap found for corner at an angle point in the east right-of-way line of Murphy Road and which bears North 04°55'07" West a distance of 3.78 feet from a 1/2" iron rod with plastic cap stamped "CSO-4252" found for witness;

THENCE North 0°17'46" West, continuing with the east right-of-way line of Murphy Road according to said 0.8035 acre right-of-way dedication, a distance of 496.93 feet to a 5/8" iron rod with plastic cap stamped "BHB INC" found for corner at the southwest corner of Lot 4 in Block D of said Westgate addition, common to the northern-most northeast corner of said 0.8035 acre right-of-way dedication, common to the southeast corner of a 25 foot wide right-of-way dedication by said Westgate addition, and which bears North 50°32'04" East a distance of 1.10 feet from a 1/2" iron rod with plastic cap stamped "RPLS 2826" found for witness;

THENCE North 89°47'56" East, with a south line of Block D, in said Westgate addition, passing en route at a distance of 529.70 feet a 1/2" iron rod found for witness at the southwest corner of Lot 10 in Block D of said Westgate addition, and continuing on said course a total distance of 579.98 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner at the northwest corner of Lot 12 in Block D of said Westgate addition and at a re-entrant corner of said Block D;

THENCE South 0°00'19" East, with a west line of Block D, in said Westgate addition, passing en route at a distance of 146.67 feet a 1/2" iron rod found for witness at the northwest corner of Lot 14 in Block D of said Westgate addition, and continuing on said course a total distance of 723.73 feet to the **POINT OF BEGINNING** and containing 9.599 acres (418128 square feet) of land, more or less.

Bearings and distances are based upon Texas State Plane Coordinates, North Central Zone 4202, NAD83. The bearings shown are Grid values. The distances shown are Surface values. To convert the distances to Grid values, multiply the distances by a Combined Scale Factor of 0.999846523.

LINE TABLE		
NO.	BEARING	LENGTH
L1	N00°00'19"W	21.50'
L2	N89°59'41"E	20.00'
L3	S00°00'19"E	18.82'
L4	S00°12'21"E	10.00'
L5	S89°47'39"W	36.48'
L6	S89°59'41"W	10.57'
L7	S00°00'19"E	10.00'
L8	S89°59'41"W	16.10'
L9	N44°59'41"E	17.87'
L10	S45°00'19"E	10.00'
L11	N44°59'41"E	18.84'
L12	N00°00'20"W	70.09'
L13	N00°00'19"W	28.00'
L14	N89°59'41"E	25.00'
L15	N00°00'19"W	28.00'
L16	S22°54'58"W	22.25'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	28°21'28"	50.00'	24.75'	N75°49'36"W	24.49'
C2	28°21'27"	50.00'	24.75'	S75°49'37"E	24.49'
C3	47°32'45"	35.00'	29.04'	N66°13'18"E	28.22'
C4	130°13'09"	45.00'	102.27'	N72°26'31"W	81.64'
C5	35°59'03"	100.00'	62.80'	N17°59'12"E	61.78'
C6	35°59'03"	50.00'	31.40'	S17°59'12"W	30.89'
C7	90°00'00"	30.00'	47.12'	N45°00'00"W	42.43'
C8	90°00'00"	30.00'	47.12'	S45°00'00"W	42.43'
C9	90°00'00"	30.00'	47.12'	N45°00'19"W	42.43'
C10	74°28'55"	51.00'	66.30'	S52°45'13"W	61.73'
C11	90°00'00"	30.00'	47.12'	S45°00'00"W	42.43'
C12	90°00'00"	30.00'	47.12'	N45°00'19"W	42.43'
C13	22°55'18"	35.00'	14.00'	N11°27'20"E	13.91'
C14	67°04'42"	50.00'	58.54'	N56°27'20"E	55.25'
C15	90°00'00"	30.00'	47.12'	S45°00'00"E	42.43'
C16	90°00'00"	5.00'	7.85'	N45°00'19"W	7.07'
C17	90°00'00"	5.00'	7.85'	S45°00'19"E	7.07'
C18	91°41'46"	45.00'	72.02'	S88°17'49"W	64.57'
C19	12°49'09"	45.00'	10.07'	N39°26'44"W	10.05'
C20	13°07'19"	50.00'	11.45'	S28°55'40"W	11.43'
C21	22°22'20"	50.00'	19.52'	S11°10'51"W	19.40'

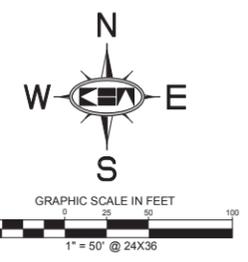
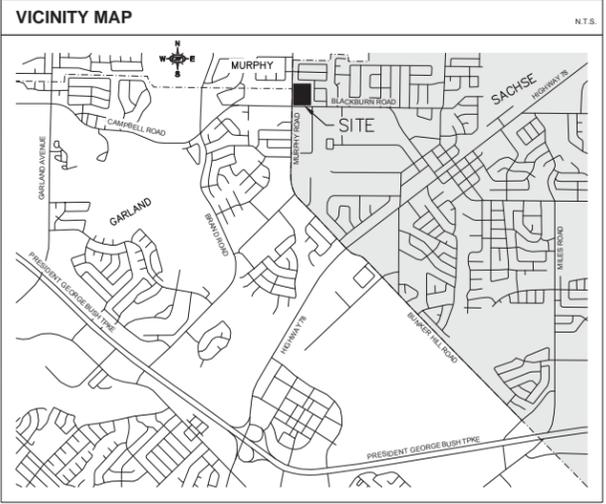
NOTES

- SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY SUBDIVISION ORDINANCE AND STATE PLATTING STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS
- THIS PRELIMINARY PLAT IS FOR INSPECTION PURPOSES ONLY AND IN NO WAY OFFICIAL OR APPROVED FOR RECORD PURPOSES.

FLOOD NOTE

THE PROPERTY DESCRIBED HEREON DOES NOT APPEAR TO BE LOCATED IN ANY PRESENTLY ESTABLISHED 100-YEAR FLOOD PLAIN AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR CITY OF SACHSE, TEXAS. COMMUNITY PANEL NUMBER 48113C0230 J. MAP REVISED AUGUST 23, 2001.

OWNER:
Plano ARS, L.P.
4229 Cochran Chapel Road
Dallas, Texas, 75209
C/o Kimley-Horn and Associates, Inc.
Phone No.: (972) 335-3580
Contact: Heath Voyles, PE



PRELIMINARY PLAT
Approved for preparation of final plat for the subdivision shown on this plat.

APPROVED BY: Planning and Zoning Commission
City of Sachse

Chairman, Planning and Zoning Commission _____ Date _____

ATTEST: _____

Signature _____ Date _____

Name & Title _____

APPROVED BY: City Council
City of Sachse

Mayor _____ Date _____

ATTEST: _____

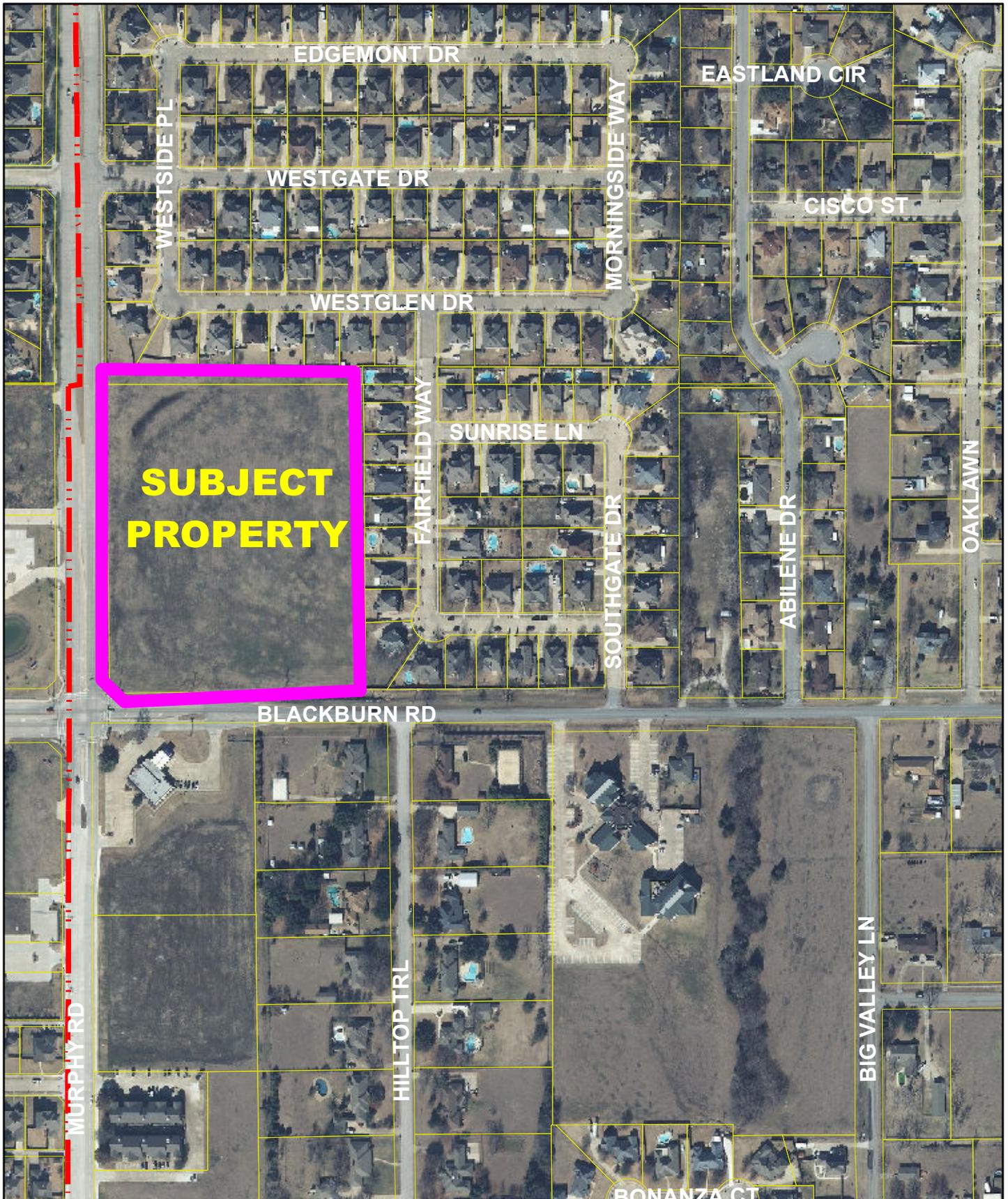
City Secretary _____ Date _____

PRELIMINARY PLAT
WESTGATE SHOPPING CENTER
LOTS 1-3, BLOCK A
9.599 ACRES
SITUATED IN THE
DANIEL HERRING SURVEY, ABSTRACT NO. 626,
(DALLAS COUNTY)
DANIEL HERRING SURVEY, ABSTRACT NO. 402,
(COLLIN COUNTY)
THE
CITY OF SACHSE, COLLIN COUNTY &
DALLAS COUNTY, TEXAS

Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 50'	CRN	MBM	09/17/2013	063362372	1 OF 1

DWG NAME: K:\FILE_SURVEY\063362372\WALMART_SACHSE\DWG\063362372-PRELIM\PLAT.DWG PLOTTED BY: LEWIS, HUNTLEY 9/17/2013 9:52 AM LAST SAVED: 9/17/2013 9:50 AM

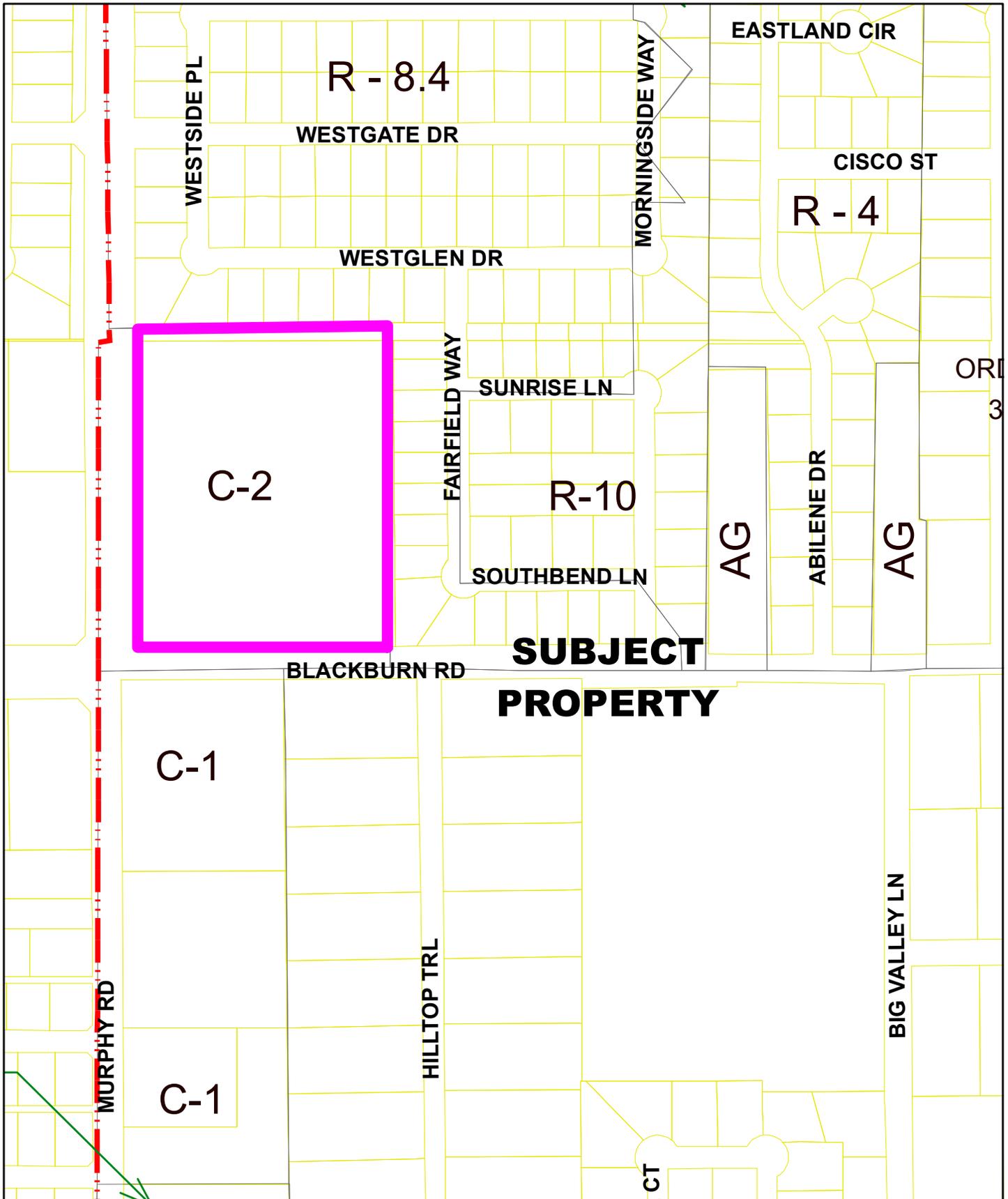


**SUBJECT
PROPERTY**



AERIAL LOCATION MAP

*Westgate Shopping Center Addition
Preliminary Plat (P13-16)
Map Created: September 19, 2013*



**SUBJECT
PROPERTY**



ZONING IDENTIFICATION MAP

*Westgate Shopping Center Addition
Preliminary Plat (P13-16)
Map Created: September 19, 2013*



Legislation Details (With Text)

File #: 13-1828 **Version:** 1 **Name:** Dallas County Mutial Aid Fire 2013
Type: Agenda Item **Status:** Agenda Ready
File created: 10/3/2013 **In control:** City Council
On agenda: 10/7/2013 **Final action:**
Title: Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement by and between Dallas County and the City of Sachse for fire protection and fire fighting services to be provided by the City of Sachse in the unincorporated areas of Dallas County.

Executive Summary

This Resolution will approve the renewal of the Dallas County Mutual Aid agreement for Fire services.

Sponsors:

Indexes:

Code sections:

Attachments: [2013 Dallas Cnty Fire.pdf](#)
[Fire Protection.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement by and between Dallas County and the City of Sachse for fire protection and fire fighting services to be provided by the City of Sachse in the unincorporated areas of Dallas County.

Executive Summary

This Resolution will approve the renewal of the Dallas County Mutual Aid agreement for Fire services.

Background

Dallas County has requested the City of Sachse provide Fire service for the unincorporated area of Dallas County. Dallas County is agreeing to reimburse the City for providing such services and the Interlocal Cooperation Act in Chapter 791 of the Texas Government Code authorizes this Agreement.

Policy Considerations

Renewal of the Fire Department Standard Operating Procedures for response to Unincorporated Dallas County for Fire and Ambulance services.

Budgetary Considerations

Dallas County agrees to reimburse the City of Sachse \$400.00 for each approved Fire Run that the City of Sachse makes into the defined area of Unincorporated Dallas County.

Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement by and between Dallas County and the City of Sachse for fire protection and fire fighting services to be provided by the City of Sachse in the unincorporated areas of Dallas County as a Consent Agenda Item.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE AN AGREEMENT BY AND BETWEEN DALLAS COUNTY AND THE CITY OF SACHSE FOR FIRE PROTECTION AND FIRE FIGHTING SERVICES TO BE PROVIDED BY THE CITY OF SACHSE IN THE UNINCORPORATED AREAS OF DALLAS COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Dallas County (“County”) has requested the City of Sachse (“City”) to provide fire protection and fire fighting services (“Services”) to certain unincorporated areas of Dallas County, Texas; and

WHEREAS, Dallas County has agreed to reimburse the City for providing such Services; and

WHEREAS, the Interlocal Cooperation Act in Chapter 791 of the Texas Government Code authorizes this Agreement (“Agreement”) between the City and the County; and

WHEREAS, the City Council finds that it is in the public interest to approve the Agreement between Dallas County and the City; 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 Mayor is authorized to execute the Agreement on behalf of the City of Sachse, Texas.

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

SECTION 1. That the Agreement for Fire Protection Services, attached hereto as Exhibit “A,” having been reviewed by the City Council of the City of Sachse, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved, and the Mayor is hereby authorized to execute the Agreement on behalf of the City of Sachse, Texas.

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

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

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

EXHIBIT A
Fire Protection Agreement

Robert De Los Santos - 20
Fire Marshal

COURT CORDER

ORDER NO. 2013 1484

DATE: September 10, 2013

STATE OF TEXAS §

COUNTY OF Dallas County §

*Original
to be returned*

BE IT REMEMBERED, at the regular meeting of the Commissioners Court of Dallas County, Texas, held on the 10 day of September, 2013, on motion made by Dr. Elba Garcia, District 4, and seconded by John Wiley Price, District 3, the following order was adopted.

WHEREAS, Dallas County Commissioners Court was briefed on August 13, 2013; and

WHEREAS, Dallas County Commissioners Court has executed one-year agreements with automatic renewals for the next two consecutive years with neighboring cities for Fire Protection in the unincorporated areas adjacent to their respective cities since October 1983; and

WHEREAS, the need still exist for fire protection in the unincorporated areas of Dallas County; and

WHEREAS, agreement has been reached for this service to be provided by certain cities within Dallas County at a cost of \$400.00 for each approved fire response.

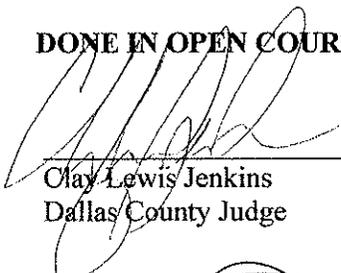
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Commissioners Court does hereby approve the attached Fire Protection Agreement between Dallas County and the following cities, and authorizes Dallas County Judge to execute same on behalf of Dallas County.

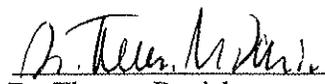
City of De Soto
City of Sachse

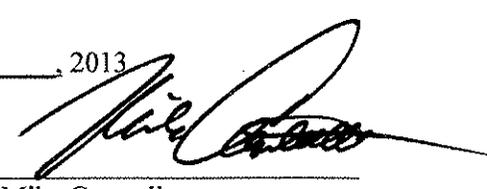
City of Lancaster
City of Wilmer

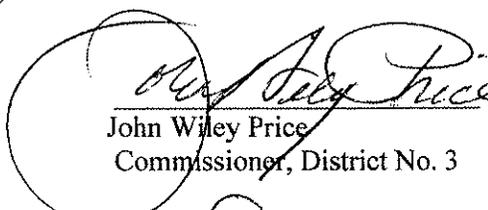
City of Hutchins

DONE IN OPEN COURT this the 10 day of September, 2013


Clay Lewis Jenkins
Dallas County Judge

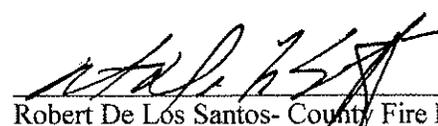

Dr. Theresa Daniel
Commissioner, District No. #1


Mike Cantrell
Commissioner, District No. 2


John Wiley Price
Commissioner, District No. 3


Dr. Elba Garcia
Commissioner, District No. 4

Recommended By: 
Darryl Martin- Dallas County Court Administrator


Robert De Los Santos- County Fire Marshal



Dallas County
Fire Marshal's Office
509 Main Street, Suite 310 Dallas Texas 75202
Main: 214.653.7970 Fax: 214.653.6372



DATE: July 31, 2013
TO: Chief Rick Coleman, Sachse Fire & Rescue
FROM: Robert De Los Santos – Chief – Dallas County Fire Marshal
REF: Renewal Contracts for Fire & Ambulance Protection

DALLAS COUNTY
COMMISSIONERS COURT
13 AUG 28 AM 8:28

Chief, again it is time to renew the contract agreements between the City of Sachse and Dallas County. Attached you will find the contracts for the Fire and Ambulance Protection of the unincorporated areas adjacent to your city. After your review, please forward these to your Mayor and City Council for a resolution approving said contracts. The renewal date is October 1, 2013, and runs for a three year period, as identified within the documents. There is one main change to this year contracts, in that we have increased the run amounts for both fire and ambulance responses. We realize that the rates have been the same for many years, and hope that the increases will meet your approval.

Attached to each document is an area response map of the assigned county district. Also, attached is one extra copy of the response map for your department. Please leave the maps that are attached to each document for the official record. Upon completion of your city resolution and mayor's signature, please notify me and we will have them picked up. From that point they must go before the Dallas County Commissioners Court for their approval. A copy of the fully signed contract will be returned to you immediately thereafter.

We thank you and your department for your continued assistance in covering the assigned portions of unincorporated Dallas County adjacent to your city. If you have any questions, please contact me at 214/653-7970.

Respectfully,

A handwritten signature in black ink, appearing to read "Robert De Los Santos".

Robert De Los Santos – Chief
Dallas County Fire Marshal

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

FIRE PROTECTION AGREEMENT

WHEREAS, the Sachse, Texas (the “City”), has agreed to provide fire protection services to the unincorporated areas of the County of Dallas, (the “County”), and

WHEREAS, County has requested the City to provide such services with City owned and City operated fire protection equipment.

NOW THEREFORE, this Agreement (the “Agreement”) between City and County is hereby made between said City and County as follows:

I.

SERVICES

For the consideration stated herein, the City agrees to (i) furnish fire protection services, and (ii) to answer all fire calls in the assigned unincorporated area adjacent and/or near the corporate limits of said City, as shown on the official fire protection zone map of the County, a copy of which is attached hereto as Exhibit “A” and made a part hereof for all purposes. Any deletions due to annexations or any additions due to de-annexations will be furnished to the City by the County Fire Marshal and the official map shall be updated by the City to reflect these changes. Responses shall continue into any annexed area until official notice is received from the County Fire Marshal. Response shall commence into any de-annexed area when official notice is received from the County Fire Marshal.

II.

TERM

This Agreement shall be in effect during the County fiscal year of October 1, 2013 through September 30, 2014, and will automatically be extended for two additional one-year fiscal periods (October 1, 2015 through September 30, 2015, and October 1, 2016 through September 30, 2017)

provided, and only if County appropriates and budgets the necessary funds to pay for fire services in each of the succeeding one year fiscal periods. In the event that funds are not appropriated by County for a succeeding fiscal year, this Agreement shall terminate on the last day of the fiscal year in which funds are appropriated for such fiscal year.

III.

DEFINITIONS & CONDITIONS

1) "Fire Run" shall mean a fire response with a fire fighting vehicle into the assigned unincorporated area of the County where any type of extinguishing agent is applied to a fire, or where valid reasons can be provided by City as to why there was no need to apply an extinguishing agent to a fire. A Fire Run does not include the routine dispatch of a fire vehicle to the location/address of an "Ambulance Run" (as defined below), when the necessity of the fire vehicle at such location/address does not exist and is not required to meet the requirements of a valid Fire Run or an Ambulance Run.

2) "Ambulance Run" shall mean an ambulance response into the assigned unincorporated area of the County where any type of emergency medical treatment is performed, or when valid reasons are provided by City as to why there was no need to administer treatment

The following three (3) conditions may justify a Fire Run made in conjunction with an Ambulance Run:

- 1) an unconscious person is involved where CPR may need to be performed to sustain life;
- 2) an individual is experiencing breathing difficulties where additional personnel is needed for patient evaluation and administering life support; or
- 3) a motor vehicle accident ("MVA") has occurred where extrication is needed or fuel is leaking and must be washed away from the vehicle to assure safety of responders/patients or other types of rescue, where fire apparatus/skills are required.

IV.

REIMBURSEMENT BY COUNTY

The County agrees to reimburse the City at the rate of FOUR HUNDRED NO/100 DOLLARS (\$400.00) for each approved Fire Run that the City makes into the defined unincorporated area.

In order for the City to be eligible for reimbursement for a Fire Run, the Fire Run must be to a location within the unincorporated area assigned to City. When the City receives an original call for a Fire Run, the City must immediately notify the County Fire Marshal by contacting the Sheriff's Department by telephone or radio. The City must file with the County Fire Marshal, not later than five (5) days after the end of the calendar month, a certified list of the runs made into said unincorporated areas during the preceding month. Fire Runs that are not to a location in the assigned unincorporated area, or that have not been approved prior to a mutual aid assistance call, will be disallowed by the County Fire Marshal and no reimbursement will be made to the City for such runs.

The County Fire Marshal will notify the City of any response locations that cannot be located from the information provided on the run sheet, and of runs which are not eligible for reimbursement within thirty (30) days after the receipt of said City report. If a reply is not received from the City after the second request from the County Fire Marshal, the run will be disallowed. City will not be reimbursed for a Fire Run when (i) a fire vehicle is routinely dispatched to the same location/address of an Ambulance Run, (ii) the necessity for a fire vehicle at the location /address of an Ambulance Run does not exist, or (iii) a fire vehicle is not required to meet the requirements of a valid Fire Run or an Ambulance Run. All duplicate Fire Runs and Ambulance Runs to the same location/address must be verified by the County Fire Marshal for validity and the necessity of such duplicate run must be established by the City in order to be

eligible for reimbursement. County will reimburse the City for all eligible Fire Runs within thirty (30) days after the end of each quarter year during the Agreement Term.

V.

MUTUAL AID ASSISTANCE

City agrees that it will provide mutual aid assistance to the County when requested, provided it may do so without endangering the property and lives of its own citizens.

VI.

TERMINATION

This Agreement may be terminated by either party without cause by giving the other party ninety (90) days prior written notice of the termination.

VII.

LIABILITY City and County agree to be responsible each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this Agreement without waiving any sovereign immunity, governmental immunity or other defenses available to the parties under federal or State law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the parties, or their employees, agents or officers, shall be determined in accordance with comparative responsibility laws of Texas.

City acknowledges and agrees that County is prohibited by Article XI, Section 7 of the Texas Constitution from indemnifying City or any other third party for damages arising under this Agreement.

VIII.

NOTICE

Any notice or certification provided for in this Agreement to be given by either party to the other shall be required to be in writing and shall be deemed given when personally

delivered or within three (3) business days after being deposited in the United States mail, postage prepaid, certified, return receipt requested or registered addressed as follows:

To County: Fire Marshal
 County of Dallas
 Records Building
 509 Main St. – Room 310
 Dallas, Texas 75202

To City: Fire Chief, Rick Coleman
 Sachse Fire & Rescue
 3815 Sachse Road Bldg. D
 Sachse, Texas 75048

IX.

MISCELLANEOUS

A. Applicable Law. This Agreement is expressly made subject to County’s Sovereign Immunity, Title 5 of the Texas Civil Remedies Code and all applicable laws. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in the state and federal courts of competent jurisdiction sitting in Dallas County, Texas.

B. Entire Contract. This Agreement, including all Exhibits, and Addendum, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto.

C. Binding Effect. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves; provided, however, that County, its successors and assigns shall be obligated to perform County's covenants under this Agreement only during, and in respect of their successive periods as County during the term of this Agreement.

D. Fiscal Funding. Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the Term of the Agreement and any pertinent extensions. City shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City at the earliest possible time.

E. Severability. If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provision shall remain in full force and effect.

F. Amendment. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

G. Number and Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

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

I. This Agreement shall not become effective until approved by City Resolution and Commissioners' Court Order. A copy of the respective Resolution and Order will be furnished to each signing entity.

By their signatures below, the duly authorized representatives of City and County accept the terms of this Agreement in full.

COUNTY:


BY: Clay Lewis Jenkins

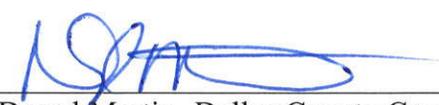
Dallas County Judge

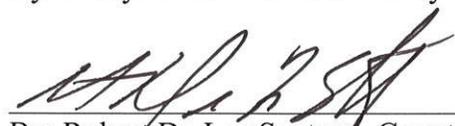
CITY:

BY:

Mayor of Sachse 

RECOMMENDED BY:


By: Darryl Martin- Dallas County Court Administrator


By: Robert De Los Santos - County Fire Marshal

APPROVED AS TO FORM*:

**CRAIG WATKINS
CRIMINAL DISTRICT ATTORNEY**

**TERESA GUERRA SNELSON
CHIEF, CIVIL DIVISION**

BY: _____


Randall Miller

Assistant District Attorney

*** By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).**

EXHIBIT "A"
FIRE PROTECTION ZONE MAP



Legislation Details (With Text)

File #:	13-1831	Version:	1	Name:	Dallas County Mutial Aid 2013
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	10/3/2013	In control:		In control:	City Council
On agenda:	10/7/2013	Final action:		Final action:	
Title:	Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement by and between Dallas County and the City of Sachse for ambulance services to be provided by the City of Sachse in the unincorporated areas of Dallas County.				
	<p>Executive Summary</p> <p>This Resolution will approve the renewal of the Dallas County Mutual Aid agreements for Ambulance services.</p>				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2013 Dallas Cnty Ambulance.pdf Ambulance Services.pdf				

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement by and between Dallas County and the City of Sachse for ambulance services to be provided by the City of Sachse in the unincorporated areas of Dallas County.

Executive Summary

This Resolution will approve the renewal of the Dallas County Mutual Aid agreements for Ambulance services.

Background

Dallas County has requested the City of Sachse provide Ambulance service for the unincorporated area of Dallas County. Dallas County is agreeing to reimburse the City for providing such services and the Interlocal Cooperation Act in Chapter 791 of the Texas Government Code authorizes this Agreement.

Policy Considerations

Renewal of the Fire Department Standard Operating Procedures for response to Unincorporated Dallas County for Ambulance services.

Budgetary Considerations

Dallas County agrees to reimburse the City of Sachse \$420.00 for each approved ambulance run that the City of Sachse makes into the defined area of Unincorporated Dallas County.

Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement by and between Dallas County and the City of Sachse for ambulance services to be provided by the City of Sachse in the unincorporated areas of Dallas County as a Consent Agenda Item.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN DALLAS COUNTY AND THE CITY OF SACHSE FOR AMBULANCE SERVICES TO BE PROVIDED BY THE CITY OF SACHSE IN THE UNINCORPORATED AREAS OF DALLAS COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Dallas County (“County”) has requested the City of Sachse (“City”) to provide ambulance services (“Services”) to certain unincorporated areas of Dallas County, Texas; and

WHEREAS, Dallas County has agreed to reimburse the City for providing such Services; and

WHEREAS, the Interlocal Cooperation Act in Chapter 791 of the Texas Government Code authorizes this Agreement (“Agreement”) between the City and the County; and

WHEREAS, the City Council finds that it is in the public interest to approve the Agreement between Dallas County and the City; 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 Mayor is authorized to execute the Agreement on behalf of the City of Sachse, Texas.

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

SECTION 1. That the Agreement for Ambulance Services, attached hereto as Exhibit “A,” having been reviewed by the City Council of the City of Sachse, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved, and the Mayor is hereby authorized to execute the Agreement on behalf of the City of Sachse, Texas.

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

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

EXHIBIT A
Ambulance Services Agreement

Robert De Los Santos - Fire Marshal 19

COURT CORDER

ORDER NO. 2013 1483

DATE: September 10, 2013

STATE OF TEXAS §

COUNTY OF Dallas County §

Original
to be returned
(Sachse)

BE IT REMEMBERED, at the regular meeting of the Commissioners Court of Dallas County, Texas, held on the 10 day of September, 2013, on motion made by Dr. Elba Garcia, District 4, and seconded by John Wiley Price, District 3, the following order was adopted.

WHEREAS, Dallas County Commissioners Court was briefed on September 3, 2013; and

WHEREAS, Dallas County Commissioners Court has executed one-year agreements with automatic renewals for the next two consecutive years with neighboring cities for Ambulance Services in the unincorporated areas adjacent to their respective cities since October 1983; and

WHEREAS, the need still exist for ambulance services in the unincorporated areas of Dallas County; and

WHEREAS, agreement has been reached for this service to be provided by certain cities within Dallas County at a cost of \$420.00 for each approved ambulance response; and

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Commissioners Court does hereby approve the attached Ambulance Service Agreement between Dallas County and the following cities, and authorizes Dallas County Judge to execute same on behalf of Dallas County.

City of De Soto
City of Sachse

City of Lancaster
City of Wilmer

City of Hutchins

DONE IN OPEN COURT this the 10 day of September, 2013

Clay Lewis Jenkins
Dallas County Judge

DR. Teresa Daniel
Commissioner, District No. #1

Mike Cantrell
Commissioner, District No. 2

John Wiley Price
Commissioner, District No. 3

Dr. Elba Garcia
Commissioner, District No. 4

Recommended By:

Darryl Martin, Dallas County Court Administrator

Robert De Los Santos, Dallas County Fire Marshal

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AMBULANCE SERVICES AGREEMENT

WHEREAS, the City of Sachse, Texas, (the “City”), has agreed to provide ambulance services to the unincorporated areas for the County of Dallas, (the “County”), and

WHEREAS, County has requested the City to provide such services with City-owned and City-operated ambulance equipment,

NOW THEREFORE, this Agreement (the “Agreement”) between City and County is hereby made by and between said City and County as follow:

I - SERVICES

For the consideration stated herein, the City agrees to (i) furnish ambulance services and, (ii) to answer all ambulance calls in the assigned unincorporated area adjacent and/or near the corporate limits of said City, as shown on the official ambulance zone map of County, a copy of which is attached hereto as Exhibit “A” and made a part hereof for all purposes. Any deletions due to annexations or any additions due to de-annexations will be furnished the City by the County Fire Marshal and the official map shall be updated by the City to reflect these changes. Response shall continue into any annexed area until official notice is received from the County Fire Marshal. Response shall commence into any de-annexed area when official notice is received from the County Fire Marshal.

II - TERM

This Agreement shall be in effect during the County fiscal year of October 1, 2013 through September 30, 2014 and will automatically be extended for two (2) additional one-year fiscal periods

(October 1, 2014 through September 30, 2015, and October 1, 2016 through September 30, 2017) provided, and only if County appropriates and budgets the necessary funds to pay for ambulance services in each of the succeeding one-year periods. In the event that funds are not appropriated by County for a succeeding fiscal year, this Agreement shall terminate on the last day of the fiscal year in which funds are appropriated for such fiscal year.

III – DEFINITIONS

An “Ambulance Run” shall mean an ambulance response into the assigned unincorporated area of the County where any type of emergency medical treatment is performed, or where valid reasons can be provided by City as to why there was no need to administer treatment. An Ambulance Run does not include the routine dispatch of an ambulance vehicle to the location/address of a “Fire Run” (as defined below), when the necessity of an ambulance vehicle at such location/address does not exist and is not required to meet the requirements of a valid Ambulance Run or a Fire Run.

The “Minimum Ambulance Staffing” shall be defined as follows: (i) “Advanced Life Support” (ALS) units shall have a minimum of one (1) EMT-Paramedic and one EMT-Basic. (ii) “Basic Life Support” (BLS) units shall have a minimum of two (2) EMT-Basics.

A “Fire Run” shall mean a fire department response with a fire protection vehicle into the assigned unincorporated area of the County where any type of extinguishing agent is applied to a fire or when valid reasons are provided by City as to why there was no need to apply an extinguishing agent to a fire.

IV – REIMBURSEMENT BY COUNTY

The County agrees to reimburse the City at the rate of FOUR HUNDRED AND TWENTY NO/100 DOLLARS (\$420.00) for each approved Ambulance Run that the City makes into the defined unincorporated area.

In order for the City to be eligible for reimbursement for a run, the Ambulance Run must be to a location within the unincorporated area assigned to the City. When the City receives an original call for an Ambulance Run, the City must immediately notify the County Fire Marshal by contacting the Sheriff’s

Department by telephone or radio. The City must file with the County Fire Marshal, not later than five (5) days after the end of the calendar month, a certified list of the runs made into said unincorporated areas during the preceding month. Ambulance Runs that are not to a location in the assigned unincorporated area or that have not been approved prior to mutual aid assistance call will be disallowed by the County Fire Marshal and no reimbursement will be made to the City for such runs. The County Fire Marshal will notify the City of any response locations that cannot be located from the information provided on the run sheet and of runs which are not eligible for reimbursement within thirty (30) days after the receipt of said City Report. If a reply is not received from the City after the second request from the County Fire Marshal, the run will be disallowed. City will not be reimbursed for an Ambulance Run when (i) an ambulance is routinely dispatched to the same location/address of a Fire Run (ii) the necessity for an ambulance at the location/address of a Fire Run does not exist, or (iii) an ambulance is not required to meet the requirements of a valid Ambulance Run or a Fire Run. County will reimburse City for all eligible Ambulance Runs within thirty (30) days after the end of each quarter year during the Agreement Term.

V – FEES CHARGED TO CITIZENS

The City may collect from the citizens the same fee for ambulance service in the assigned unincorporated areas that it charges for like services in the City. The City shall not charge the citizens in the assigned unincorporated area more for services than it charges for like services in the City. The County shall not assist in the collection of any fees charged by the City. No reimbursement for uncollected fees shall be made by County.

Payment shall be for “per ambulance utilized” not for “per patient transported”. In multi-injury incidents/situations, each ambulance must transport two patients per ambulance, except in those cases where CPR is in progress or where multiple injuries involving a patient in a life-threatening situation must receive extensive personal treatment while being transported.

VI – TERMINATION

This Agreement may be terminated by either party without cause by giving the other party ninety (90) days prior written notice of the termination.

VII – LIABILITY

City and County agree to be responsible each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this Agreement without waiving any sovereign immunity, governmental immunity or other defenses available to the parties under federal or State law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the parties, or their employees, agents or officers, shall be determined in accordance with comparative responsibility laws of Texas.

City acknowledges and agrees that County is prohibited by Article XI, Section 7 of the Texas Constitution from indemnifying City or any other third party for damages arising under this Agreement.

VIII – NOTICE

Any notice or certification provided for in this Agreement to be given by either party to the other shall be required to be in writing and shall be deemed given when personally delivered or within three (3) business days after being deposited in the United States mail, postage prepaid, certified, return receipt requested or registered addressed as follows:

To County: Dallas County Fire Marshal
Records Building
509 Main St. – Room 310
Dallas, Texas 75202

To City: Fire Chief Rick Coleman
Sachse Fire & Rescue
3815 Sachse Road Bldg. D
Sachse, Texas 75048

VIII – MISCELLANEOUS

A. **Applicable Law.** This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Remedies Code and all applicable laws. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in the state and federal courts of competent jurisdiction sitting in Dallas County, Texas.

B. **Entire Agreement.** This Agreement including all Exhibits, and Addendum, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto.

C. **Binding Effect.** This Agreement and the respective rights and obligations of the parties hereto shall insure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves, provided, however, that County, its successors and assigns shall be obligated to perform County's covenants under this Agreement only during, and in respect of their successive periods as County during the term of this Agreement.

D. **Fiscal Funding.** Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the Term of the Agreement and any pertinent extensions. City shall have no right of action against County in the event County is unable to fulfill its obligations under this

Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City at the earliest possible time.

E. Severability. If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

F. Amendment. This Agreement may not be amended except in a written instrument specifically referring to this agreement and signed by the parties hereto.

G. Number and Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

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

I. This Agreement shall not become effective until approved by City Resolution and Commissioners Court Order. A Copy of the respective Resolution and Order will be furnished to each signing entity.

By their signatures below, the duly authorized representatives of City and County accept the terms of this Agreement in full.

EXECUTED this the 10th day of September, 2013.

COUNTY:

CITY:



BY: Clay Lewis Jenkins
Dallas County Judge

BY: _____
Mayor of Sachse

RECOMMENDED:



BY: Darryl Martin – Dallas County Court Administrator



BY: Robert De Los Santos - Dallas County Fire Marshal

APPROVED AS TO FORM*:

CRAIG WATKINS
CRIMINAL DISTRICT ATTORNEY

TERESA GUERRA SNELSON
CHIEF, CIVIL DIVISION


BY: _____
Randall Miller
Assistant District Attorney

* By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

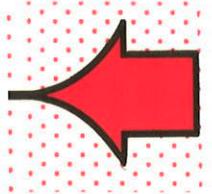
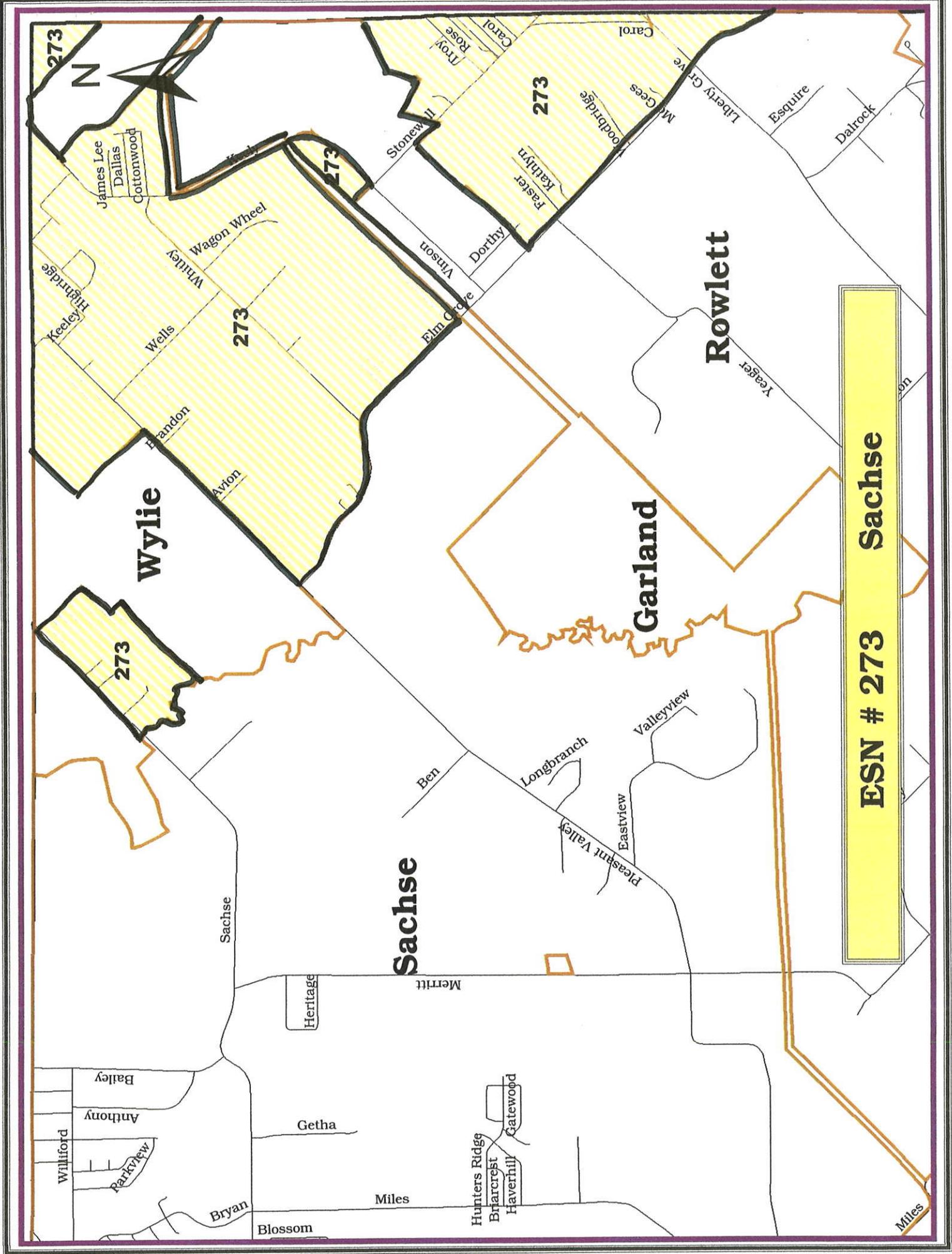


EXHIBIT "A"
AMBULANCE RESPONSE ZONE MAP



ESN # 273 Sachse



Legislation Details (With Text)

File #:	13-1820	Version:	1	Name:	Employee Recognition 4th Quarter 2013 Employee Recognition 4th Quarter 2013
Type:	Agenda Item	Status:			Agenda Ready
File created:	10/2/2013	In control:			City Council
On agenda:	10/7/2013	Final action:			
Title:	Recognize employees for their service to the City of Sachse.				

Executive Summary
Each quarter the City Council recognizes the Employee of the Quarter and employees with milestone service anniversaries.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Recognize employees for their service to the City of Sachse.

Executive Summary

Each quarter the City Council recognizes the Employee of the Quarter and employees with milestone service anniversaries.

Background

5 Year Service Award

Andrew Abbott - Police Officer

Andrew Abbott has been very active during his first five years at the police department. He serves as a Field Training Officer; tactical bicycle officer, also supervising that unit; a Special Response Team member; and is currently serving in the Criminal Investigation Division. Officer Abbott is also an Intoxilyzer Operator and last year was recognized as Employee of the Quarter for the fourth quarter of 2012. We appreciate his hard work.

Robert Beauchamp - Police Officer

Robert is one of the most active officers in the enforcement of DWI laws. He was honored with an award by the Dallas County Mothers Against Drunk Driving organization this year. He is also a Field Training Officer and has been a member of the Special Response Team. Officer Beauchamp has received two department commendations for outstanding work while investigating crimes, and also serves as an Intoxilyzer Operator. His efforts are appreciated.

Lester Price - Police Officer

Lester is a School Resource Officer at Hudson Middle School as well as a Tactical Bicycle Officer. Officer Price is also an Intoxilyzer Officer. We thank him for his dedication.

David Wright - Police Officer

Currently assigned to the Traffic Unit as a Motorcycle Officer, David is also a member of the Special Response Team. Officer Wright has received a department commendation for outstanding work. His hard work does not go unnoticed.

10 Year Service Award

Charles Mott - Plans Examiner

Charles has worn many hats throughout his tenure. Working in the Community Development Department, no two days are the same and you have to adapt to change. Charles has certainly responded to this, serving on the front-line by helping customers, whether at the front desk or by telephone, and is many times the first person people interact with when applying for permits or looking for clarification or something in the Codes. We thank him for his dedication.

Policy Considerations

None

Budgetary Considerations

None

Staff Recommendations

Staff recommends that presentations be made by Mayor Felix.



Legislation Details (With Text)

File #: 13-1809 **Version:** 1 **Name:** Proclamation declaring October, 2013, as Breast Cancer Awareness month.
Type: Agenda Item **Status:** Agenda Ready
File created: 10/1/2013 **In control:** City Council
On agenda: 10/7/2013 **Final action:**
Title: Proclamation declaring October, 2013, as Breast Cancer Awareness month.

Executive Summary
Marilyn Fouts and Michael Enette will be in attendance to receive the proclamation.

Sponsors:

Indexes:

Code sections:

Attachments: [Proc. Breast Cancer Awareness.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Proclamation declaring October, 2013, as Breast Cancer Awareness month.

Executive Summary

Marilyn Fouts and Michael Enette will be in attendance to receive the proclamation.

Background

The proclamation will be presented to Marilyn Fouts and Michael Enette.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Mayor Felix present the proclamation declaring October, 2013, as Breast Cancer Awareness month.

PROCLAMATION

WHEREAS, In Texas in 2012, there were 15,050 new cases of female breast cancer diagnosed and 2,650 deaths occurred. There were 114 new cases of male breast cancer diagnosed and 27 deaths occurred; and

WHEREAS, Research shows that breast cancer mortality could be reduced by at least 30 percent if women followed recommended breast cancer screening guidelines; and

WHEREAS, All women have a chance of developing breast cancer. Women 50 or older are the most likely to develop breast cancer. African American women are the most likely to die of breast cancer than any other group of women. Getting a mammogram and breast exam only once is not enough. The American Cancer Society recommends that women get a mammogram and clinical breast exam every year beginning at age 40; and

WHEREAS, A woman has the greatest chance of successful treatment if breast cancer is found at an early stage. Early detection practices are part of a good breast health routine. A good breast health routine includes a yearly mammogram, clinical breast examination and monthly breast self-examination.

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

October, 2013 as "Breast Cancer Awareness Month"

and urge all women to become aware that they are at risk and to discuss a screening program with their health care providers.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 1st day of October, 2013.



Mike Felix
Mayor



Legislation Details (With Text)

File #: 13-1810 **Version:** 1 **Name:** Proclamation declaring October, 2013, as Male and Female Breast Cancer Awareness month.
Type: Agenda Item **Status:** Agenda Ready
File created: 9/30/2013 **In control:** City Council
On agenda: 10/7/2013 **Final action:**
Title: Proclamation declaring October, 2013, as Male and Female Breast Cancer Awareness month.

Executive Summary
Members of the American Cancer Society will be in attendance to receive the proclamation.

Sponsors:

Indexes:

Code sections:

Attachments: [Proc. Cancer Awareness..pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Proclamation declaring October, 2013, as Male and Female Breast Cancer Awareness month.

Executive Summary

Members of the American Cancer Society will be in attendance to receive the proclamation.

Background

Martha Wolf will be here to receive the proclamation and highlight the Relay for Life event.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Mayor Felix present the proclamation declaring October, 2013, as Breast Cancer Awareness month.

PROCLAMATION

WHEREAS, The City of Sachse is honored to join with the American Cancer Society Relay For Life of Wylie/Sachse/Murphy on this occasion of recognizing Breast Cancer Awareness Month, which is a special month set aside to shed light on this disease and make us aware of the preventative steps to take against Breast Cancer; and

WHEREAS, In 2011, an estimated 230,480 new cases of invasive breast cancer were expected to be diagnosed among women, as well as an estimated 57,650 additional cases of in situ breast cancer; and

WHEREAS, In 2011, approximately 39,520 women were expected to die from breast cancer. Only lung cancer accounts for more cancer deaths in women; and

WHEREAS, Additionally, about 2,140 cases of breast cancer were expected to occur among men, accounting for about 1% of all breast cancers. In addition, approximately 450 men were expected to die from breast cancer; and

WHEREAS, Relay For Life is a life changing event that brings together friends, neighbors, and family to celebrate the lives of those who have battled cancer, remember loved ones lost, and empower individuals and communities to fight back against a disease that takes too much.

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

October, 2013 as "Male & Female Breast Cancer Awareness Month"

and urge all citizens to join with the American Cancer Society Relay For Life of Wylie/Sachse/Murphy in renewing every one's commitment to fighting Breast cancer during this month.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 1st day of October, 2013.



Mike Felix
Mayor



Legislation Details (With Text)

File #:	13-1808	Version:	1	Name:	Administer Oath of Office to Councilman-elect Charlie Ross.
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	9/30/2013	In control:		In control:	City Council
On agenda:	10/7/2013	Final action:		Final action:	
Title:	Administer Oath of Office to Councilman-elect Charlie Ross.				
	Executive Summary Mayor Felix will administer the Oath of Office to Councilman-elect Charlie Ross.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Oath.Charles Ross.pdf				

Date	Ver.	Action By	Action	Result
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Title
Administer Oath of Office to Councilman-elect Charlie Ross.

Executive Summary
Mayor Felix will administer the Oath of Office to Councilman-elect Charlie Ross.

Background
At the Council meeting on September 30, 2013, the Council approved the canvass of the Special election to fill the unexpired term in Place 2. Now, Councilman-elect Charlie Ross will be sworn-in.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Mayor Felix administer the Oath of Office to Oath of Office to Councilman-elect Charlie Ross.

In the name and by the authority of

THE STATE OF TEXAS

OATH OF OFFICE

I, Charles Ross do solemnly swear, that I will faithfully execute the duties of the office of the City Council, Place 2, 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 October, 2013.

Signature of person administering oath

Printed Name

Title



Legislation Details (With Text)

File #: 13-1803 **Version:** 1 **Name:** Lizzie Bee's Flower Shoppe Grant
Type: Agenda Item **Status:** Agenda Ready
File created: 9/26/2013 **In control:** City Council
On agenda: 10/7/2013 **Final action:**
Title: Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an economic development agreement by and between the Sachse Economic Development Corporation and Lizzie Bee's Flowers, a subsidiary of Teleflora LLC, a Delaware Limited Liability Company.

Executive Summary

The Sachse Economic Development Corporation is making a recommendation to fund the request for a project for Lizzie Bee's Flower Shoppe sign located at 6302 State Highway 78, Sachse, Texas for an amount not to exceed \$17,120.00.

Sponsors:

Indexes:

Code sections:

- Attachments:** [Sachse Lizzie Bee's Flowers RESO approving economic development agreement.pdf](#)
[51SEDC Lizzie Bees Flower Shop Economic Development Agreement-monument sign61440.pdf](#)
[LizzieBeeSEDCResolution.pdf](#)
[LizzieBeeGrantAppliction.pdf](#)
[LizzieBeeSignGraphic.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an economic development agreement by and between the Sachse Economic Development Corporation and Lizzie Bee's Flowers, a subsidiary of Teleflora LLC, a Delaware Limited Liability Company.

Executive Summary

The Sachse Economic Development Corporation is making a recommendation to fund the request for a project for Lizzie Bee's Flower Shoppe sign located at 6302 State Highway 78, Sachse, Texas for an amount not to exceed \$17,120.00.

Background

Elizabeth Blandford owner of Lizzie Bee's Flower Shoppe started the flower shop at 5848 Highway 78 on April 23, 2011. Relocation and expansion discussion started with Elizabeth on January 8, 2013. In one year 9 months the business was growing to the point of needing more space. The City has approved operation of a flower shop at 6302 Highway 78. The funding request for sign improvements to the Sachse Economic Development Corporation was made on July 10, 2013 with a unanimous approval for funding in an amount not to

exceed \$17,120.00 to replace the existing pole sign with a monument sign. The new sign size and design has been approved for installation by the City. On September 18, 2013 a required public hearing was held after the 60 day notice. At the public hearing there was not anyone present to speak for or against the funding request. The Sachse Economic Development Corporation voted unanimously to make a recommendation to the city council to approve the funding request.

Policy Considerations

This project meets the requirements of the Development Corporation Act and within the scope of the Sachse Economic Development Corporation Local Business Grant Guidelines. The owner of the land has submitted an acknowledgement letter and permission to proceed with the installation of the sign.

Budgetary Considerations

Project funding for an amount not to exceed \$17,120.00. This will be a reimbursement grant and the funds are not disbursed until completion of the project and a paid invoice by the applicant is submitted.

Staff Recommendations

Approve a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an economic development agreement by and between the Sachse Economic Development Corporation and Lizzie Bee's Flowers, a subsidiary of Teleflora LLC, a Delaware Limited Liability Company.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE SACHSE ECONOMIC DEVELOPMENT CORPORATION AND LIZZIE BEE'S FLOWERS, A SUBSIDIARY OF TELEFLORA LLC, A DELAWARE LIMITED LIABILITY COMPANY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has determined that the Economic Development Agreement ("Agreement") attached as Exhibit "A" will promote new and expanded business enterprises within the City of Sachse; and

WHEREAS, the City Council has determined that the expenditure of funds pursuant to the Agreement is authorized by the Act and is an authorized project under the Act, and that the Agreement should be approved;

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

Section 1. That the City Council hereby approves the Agreement attached hereto as Exhibit "A".

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

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

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

APPROVED AS TO FORM:

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

PETE SMITH, CITY ATTORNEY
(PGS:7-19-13:TM 61454)

**Exhibit “A”
Economic Development Agreement**

(to be attached)

STATE OF TEXAS §
§ **ECONOMIC DEVELOPMENT AGREEMENT**
COUNTY OF DALLAS §

This Economic Development Agreement (“Agreement”) is made by and between the Sachse Economic Development Corporation, Texas (“SEDC”), and Lizzie Bee’s Flowers, a subsidiary of Teleflora LLC, a Delaware limited liability company (“Company”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, Company intends to relocate its florist business to lease the retail space located at 6302 Highway 78, Sachse, Texas (the Improvements”); and

WHEREAS, Company has advised the SEDC that a contributing factor that would induce Company to relocate it business to the Improvements would be an agreement by the SEDC to provide an economic development grant to Company to defray the costs to design and construct a monument sign (“Monument Sign”); and

WHEREAS, the SEDC has adopted programs for promoting economic development; and

WHEREAS, the Development Corporation Act, Chapters 501-505, Texas Local Government Code (the “Act”) authorizes the SEDC to provide economic development grants for new or expanded business enterprises; and

WHEREAS, the SEDC desires to encourage business expansions within the City that will add property tax base and generate additional sales tax and other revenue for the City; and

WHEREAS, promoting the expansion of existing businesses within the City will promote economic development, stimulate commercial activity, generate additional sales tax and will enhance the property tax base and economic vitality of the City; and

WHEREAS, the SEDC has determined that making an economic development grant to Company in accordance with this Agreement will further the objectives of the SEDC, will benefit the City and the City’s inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

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

Article I Definitions

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

“Bankruptcy or Insolvency” shall mean the dissolution or termination of Company’s existence, insolvency, employment of receiver for any part of Company’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Company and such proceedings are not dismissed within ninety (90) days after the filing thereof.

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

“Commencement of Construction shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Monument Sign; (ii) all necessary permits for the construction of the Monument Sign pursuant to the plans therefore have been issued by all the applicable governmental authorities; and (iii) construction of the Monument Sign has commenced.

“Company” shall mean Lizzie Bee’s Flowers, a subsidiary of Teleflora LLC, a Delaware limited liability company.

“Completion of Construction” shall mean that: (i) substantial completion of the Monument Sign has occurred; and (ii) the CITY has conducted a final inspection of the Monument Sign.

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

“Expiration Date” shall mean the first (1st) anniversary date of the Effective Date.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by acts of omissions of the Party), fires, explosions or floods, strikes, slowdowns or work stoppages, but may not impact any payments to be made hereunder.

“Grant” shall mean an economic development grant in an amount equal to the actual costs incurred and paid by the Company for the Monument Sign, not to exceed Seventeen Thousand One Hundred Twenty Dollars (\$17,120.00), to be paid as set forth herein.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Company with respect to the Improvements or any property or any business owned by Company within the City.

“Improvements” shall mean the retail space located at 6302 Highway 78, Sachse, Texas.

“Monument Sign” shall mean the design, construction and installation of a monument sign, in accordance with the plans approved by the City.

“Payment Request” shall mean a written request from Company to SEDC for payment of the Grant accompanied by copies of paid invoices, receipts and other evidence of the costs incurred and paid by the Company for the Monument Sign, and such other information as may reasonably be requested by the SEDC.

“Related Agreement” shall mean any agreement (other than this Agreement) by and between the SEDC and/or the City and the Company, or any of its affiliated or related entities.

“Required Use” shall mean the continuous occupancy and use of the Improvements for a retail florist business open to the public and serving the citizens of the City.

“SEDC” shall mean the Sachse Economic Development Corporation.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III Monument Sign

3.1 **Monument Sign.** The Company shall, subject to events of Force Majeure, cause Commencement of Construction of the Monument Sign to occur within sixty (60) days after the Effective Date, and subject to events of Force Majeure to cause Completion of Construction thereof to occur on or before October 1, 2014.

3.2 **Design and Construction Standards.** The Company shall design and construct the Monument Sign in accordance with plans approved by the City. The Company shall submit plans for the design and construction of the Monument Sign to the City to obtain approval within thirty (30) days after the Effective Date.

Article IV Economic Development Grant

4.1 Subject to the obligation of the Company to repay the Grant pursuant to Section 5.2 hereof, and the continued satisfaction of all the terms and conditions of this Agreement by the Company, the SEDC agrees to provide the Company with the Grant to be paid in a single lump sum payment within thirty (30) days after SEDC's receipt of the Payment Request following Completion of Construction of the Monument Sign and SEDC verification of the costs paid and incurred by the Company for the Monument Sign. Failure of the Company to submit a Payment Request for the Grant, accompanied by the required records and documentation, within sixty (60) days after Completion of Construction of the Monument Sign shall result in forfeiture of the payment of the Grant.

4.2 The Grant made hereunder shall be provided solely from lawful available funds. The SEDC shall have no obligation or liability to pay any portion of the Grant unless the SEDC appropriates funds to make such payment during the budget year in which the payment of the Grant is due. The SEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Company. None of the obligations of the SEDC under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution without the prior written consent of the SEDC.

Article V Conditions to Economic Development Grant

The obligation of the SEDC to pay the Grant shall be conditioned upon the compliance and satisfaction by Company of the terms and conditions of this Agreement and each of the following conditions.

5.1 Payment Request. Company shall, as a condition precedent to the payment of the Grant, provide the SEDC with the Payment Request.

5.2 Good Standing. Company shall not have an uncured breach or default of this Agreement, or a Related Agreement.

5.3 Required Use. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Improvements shall not be used for any purpose other than the Required Use, and the operation and occupancy of the Improvements in conformance with the Required Use shall not cease for more than thirty (30) days, except in connection with and to the extent of an event of Force Majeure.

Article VI Termination; Repayment

- 6.1 Termination. This Agreement shall terminate upon any one of the following:
- (a) by mutual written agreement of the Parties;
 - (b) on the Expiration Date;
 - (c) by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement, or a Related Agreement, and such default or breach is not cured within thirty (30) days after written notice thereof;
 - (d) by SEDC, if Company suffers an event of Bankruptcy or Insolvency;
 - (e) by SEDC, if any Impositions owed to the SEDC or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions); or
 - (f) by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

6.2. Repayment. In the event the Agreement is terminated by the SEDC pursuant to Section 6.1(c), (d), (e), or (f), the Company shall immediately repay to the SEDC an amount equal to the Grant previously paid by the SEDC to Company immediately preceding the date of such termination, plus interest at the rate of interest periodically announced by the *Wall Street Journal* as the prime or base commercial lending rate, or if the *Wall Street Journal* shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the SEDC) as its prime or base commercial lending rate, from the date on which the Grant is paid by the SEDC until such Grant is refunded by the Company. The repayment obligation of Company set forth in this section 6.2 hereof shall survive termination.

6.3 Right of Offset. The SEDC may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the SEDC from the Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether or not the debt due the SEDC has been reduced to judgment by a court.

Article VII Miscellaneous

7.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

7.2 Limitation on Liability. It is understood and agreed between the Parties that the Company and SEDC, in satisfying the conditions of this Agreement, have acted independently, and the SEDC assumes no responsibilities or liabilities to third parties in connection with these actions. The Company agrees to indemnify and hold harmless the SEDC from all such claims,

suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of the Company's performance of the conditions under this Agreement.

7.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the Parties.

7.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) 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 SEDC, to:

With a copy to:

Attn: Eric Dumois, President
Sachse Economic Development
Corporation
3815 Sachse Rd., Building B
Sachse, Texas 75048

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 N. Akard
Dallas, Texas 75201

If intended for Company, to:

Attn: Elizabeth Blanford
Lizzie Bee's Flowers
6302 Highway 78
Sachse, Texas 75048

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

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

7.7 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

7.8 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.

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

7.10 Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

7.11 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

7.12 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

7.13 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 other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

7.14 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 permitted assigns. This Agreement may not be assigned by the Company without the prior written consent of the SEDC.

7.15 Employment of Undocumented Workers. During the term of this Agreement, the Company agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Company shall repay the Grant, and any other funds received by the Company from the SEDC as of the date of such violation within one hundred twenty (120) days after the date the Company is notified by the SEDC of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid.

7.16 Conditions Precedent. This Agreement is subject to and conditioned upon the authority of the SEDC to undertake the obligations herein as an authorized project under the Act, sixty (60) days after public hearing and notice, as applicable.

[Signature Page to Follow]

EXECUTED on this _____ day of _____, 2013.

SACHSE ECONOMIC DEVELOPMENT CORPORATION

By: _____
Eric Dumois, President

EXECUTED on this _____ day of _____, 2013.

LIZZIE BEE'S FLOWERS

By: _____
Elizabeth Blanford, Owner

RESOLUTION NO. 091813

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SACHSE ECONOMIC DEVELOPMENT CORPORATION (“SEDC”), APPROVING THE TERMS AND CONDITIONS OF THE ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE SEDC AND LIZZIE BEE’S FLOWERS, A SUBSIDIARY OF TELEFLORA LLC, A DELAWARE LIMITED LIABILITY COMPANY; AUTHORIZING ITS EXECUTION BY THE PRESIDENT OF THE BOARD OF DIRECTORS OF THE SEDC; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Directors of the SEDC has determined that the Economic Development Agreement (“Agreement”) expenditure will provide and promote new and expanded business enterprises within the City of Sachse and is an authorized project under the Act; and

WHEREAS, the Board of Directors of the SEDC, after approval of the Agreement and the project by the City Council, has or will cause an appropriate amendment to the SEDC budget as applicable;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SACHSE ECONOMIC DEVELOPMENT CORPORATION:

Section 1. That the terms, provisions, and conditions of the Economic Development Agreement, a copy of which is attached hereto as Exhibit “A”, be and the same are hereby approved.

Section 2. That the President of the Sachse Economic Development Corporation is hereby authorized to execute the Economic Development Agreement on behalf of the SEDC, and any amendments or other instruments related thereto.

Section 3. That the Executive Director and/or the President of the Board of Directors is hereby authorized to disburse SEDC funds in accordance with the Agreement.

Section 4. That this Resolution shall take effect immediately from and after its passage, and it is, accordingly, so resolved.

DULY RESOLVED AND ADOPTED by the Sachse Economic Development Corporation, this 18th day of September, 2013.

SACHSE ECONOMIC DEVELOPMENT CORPORATION

APPROVED:



Eric Dumois, President

APPROVED AS TO FORM:



Peter G. Smith, General Counsel
(PGS:7-19-13:TM 61452)

Exhibit "A"
Economic Development Agreement
(to be attached)



SEDC Local Business Grant Guidelines

Basic Philosophy of Program

The Sachse Economic Development Corporation will provide Local Business Grants to qualified Sachse businesses. Qualifying applicants may receive Grants to fund projects that enhance property and provide visual improvements to the exterior of their facilities. These projects may include landscaping, painting, parking improvements, painting, signage, building of facades and screening.

The Sachse Economic Development Corporation will meet regularly to consider grant applications. The SEDC will budget a limited amount of funding for the program. All applications are considered on a first come, first served basis. The SEDC Board of Directors will evaluate the program annually and the SEDC Board of Directors may terminate the program at anytime.

The Sachse Economic Development Corporation Board of Directors will discuss and act upon each application on a case-by-case basis. Grant amounts are considered on a case-by-case basis. The Board of Directors reserves the right to fund or not fund any project. Every project will require a written contract outlining the considerations of the Grantor and Grantee.

Grant Range and Geographic Area

General Beautification Grant

Generally, the Sachse Economic Development Corporation will match each project dollar for dollar up to a maximum of Ten Thousand Dollars (\$10,000.00).

Examples:

If the total cost for completion of a qualified project is \$7,200, the Sachse Economic Development Corporation will pay \$3,600 or half of the cost of the project.

If the total cost for completion of a project is \$24,000 the Sachse Economic Development Corporation contribution will be limited to \$10,000, the maximum amount the SEDC may expend on a project under the program.

Signage Grant

Generally, the Sachse Economic Development Corporation will pay up to \$6,000 for the replacement of an existing Pole Sign with an approved Monument Sign. There is no fund matching requirement under this portion of the program.

Examples:

If the total cost for completion of a qualified project is \$4,200, the Sachse Economic Development Corporation will pay the entire \$4,200 cost of the project.

However, if the total cost for completion of a qualified project is \$9,000, the Sachse Economic Development Corporation contribution will be limited to \$6,000, the maximum amount the SEDC may expend on a sign project under the program.

Grant Limitations

Grants will be limited to one project per location once every 5 years.

Applicants may apply for both a General Beautification Grant and Signage Grant for the same project but SEDC expenditures will not exceed Twelve Thousand Dollars (\$12,000).

Locations with one owner but multiple tenants will be considered as one location under this program.

This program does not prohibit the SEDC Board of Directors from undertaking other projects or expending funds for other projects to attract, retain or expand business in Sachse.

Areas of Interest

The Sachse Economic Development Corporation seeks to improve the aesthetic appearance of our business community. Examples of projects that the SEDC will consider funding include but are not limited to:

- Landscaping and Tree Planting
- Paint, brick and similar building improvements and finish out
- Removal of unsightly trash and debris
- Screening of certain land uses
- Improved parking

Application Procedure

Each applicant is required to complete an application form provided by the Sachse Economic Development Corporation which will include the following information:

- A general description of the project
- The estimated cost of the project
- The amount of funding requested and description of the intended use of the funds
- Timeline for project completion

Applicants are encouraged to supply supporting information such as photographs of the property, contractor estimates and landscape or construction plans.

Fund disbursement:

Prior to receiving any funds for an approved project, the applicant must sign an incentive contract with the Sachse Economic Development Corporation, which contains the terms and conditions for the use of the funds. The Sachse Economic Development Corporation will inspect the project following completion. Successful applicants will be required to provide copies of all invoices, receipts and other evidence of the projects costs incurred by the applicant prior to the disbursement of funds.

Applications may be submitted by mail, email, fax, or delivered in person:

Mailing Address

Executive Director
Sachse Economic Development Corporation
3815 Sachse Road, Building B Sachse, Texas 75048
469-429-4764 *cvigil@cityofsachse.com*



Grant Application

(Please type or print clearly)

Date of application: 7-2-13

Contact Information:

Company Name: Elizabeth Blunfoxel
Applicant Name: Elizabeth Blunfoxel
Contact Person: Elizabeth Blunfoxel
Position: Owner

Phone: 409-556-1043 Fax: 972-495-7946
E-mail: LittleBeesFlowerShop@gmail.com Web site address: _____

Mailing Address: 6302 Hwy 78
Sachse, TX 75048

Physical Address: same

Business Information:

Legal entity name (DBA) Little Bee's
State ID Number: 1-45-15912-55-9
Date Business was started April 23, 2011

Location of project: 6302 Hwy 78 Sachse, TX 75048

Do you own or lease building, land or site for which the grant is being requested?
 Own Lease Property Owner Jim

Project Contractor Name: Signs Now: Chris Freeman
Address: 1711 I-35 Carrollton, TX 75006
Phone No. 972-243-5030 e-mail: _____

Project Engineer Name: Chris Freeman

Address: same

Phone No. same e-mail: Chris@SignsNowDallas.com

Business Activities:

NAICS Code _____

Company's principal business Florist

Description of proposed project: Build Monument Sign

Provide copy of business plan not completed
For consideration are you willing to provide financial information on the company?
yes

Proposed Project/Development:

Amount of Grant Request \$ 18,821.97

Is the Company expanding its existing local operations or relocating its operations from somewhere else to Sachse? Expansion Relocation

Does the Company plan to lease or own the facility? Lease Own

Will the facility be new or existing? New Existing

What is the address of the existing facility or main office? 5848 Hwy 78 Ste. 108 Sachse TX 75048

What is the estimated total cost of the project? (include supporting information such as estimates or written bids) \$ 18,821.97

Project completion date: Sept. 10 2013

Description of benefits from project, intended uses and users, and other information (with documentation) that demonstrates the need for this project.

marketing & promotion, will have better visibility for shop.

Capital/Financial

Number of jobs to be created: _____ Average salary: _____

Increased value to City, site or surrounding parcels: added sales tax

Provide a cost benefit analysis of project with requested funding: unknown

	Project Cost
1. Land Acquisition	\$ _____
2. Site Preparation	\$ _____
3. Professional Services	\$ _____
4. Personnel/Labor/Admin	\$ _____
5. Contracting Services	\$ _____
6. Materials/Supplies	\$ _____
7. Equipment/Furnishings	\$ _____
8. Other (describe)	\$ _____
TOTAL PROJECT COST	\$ <u>18,821.97</u>
Other funds to be used	\$ _____

Return on Investment (maximum 3 years) will triple in sales

Has the company filed any bankruptcies in the past? Yes No

Which type _____ Has anyone every initiated bankruptcy on the company, business or individual owner?
 Yes No Why? _____

Has the business status with the State Comptroller changed in any manner?

Yes No How? _____
When _____

Attach business plan for confidential review. Not complete.

Sales

Will there be taxable sales for the City of Sachse? Yes ___ No
Amount 67720.01 Type sales
Will the company make taxable purchases in the City of Sachse? Yes ___ No
What percentage of purchases will be executed with suppliers outside of Sachse?
75%
Will Sachse be designated as the "point of deliver" of the "point of first use" for the purpose of collecting sales/use taxes of purchases? Yes ___ No

Employment

How many individuals will the company employ in Sachse? 5
2 Full Time 3 Part Time ___ Temporary
Average wage of new employees in Sachse: 8.25
What percentage of the employees will receive employment benefits? None
Provide information on additional employee benefits: none.

Utilities

Monthly electric utility consumption \$ N/A
Monthly water use \$ N/A
Monthly waste water \$ N/A
Monthly telephone service \$ N/A
Monthly gas service \$ N/A

Is the facility of the business LEED Certified? ___ Yes No
Are there plans to obtain any LEED Certifications ___ Yes No
Will there be any energy reduction features, operations or programs at the place of business? ___ Yes No What are they? _____

Other Economic Impact Considerations

Member of the Sachse Chamber of Commerce? Yes ___ No
Past involvement in local community: fall fest 2011, 2012, 2013, men who cook 2012, 2013
Company sponsorships Chamber events, local school & community sports
Future Community Involvement Chamber member, exchange member

Attach photos of designated improvement area.

Attach drawing of planned improvements.

A Letter of Acceptance of the project completion from the City of Sachse will be required upon completion of the project along with invoices for all costs of the completed project before disbursement of funds by the SEDC for any approved funding.
The Sachse Economic Development Corporation reserves the right to request, receive and evaluate additional information from the applicant before a decision is made on this request.

I DECLARE THAT THE INFORMATION IN THIS DOCUMENT AND ANY ATTACHMENTS IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

APPLICANT: Elizabeth Blanford DATE: 7.2.13
Title: Owner
This application received by: Carlos Vigil
On 7-2-13

A complete application may be delivered or mailed to:

Carlos Vigil, Executive Director
Sachse Economic Development Corporation
3815 Sachse Road, Building B
Sachse, Texas 75048
cvigil@cityofsachse.com
469-429-4764

VERIFICATION

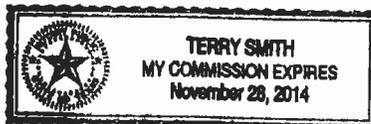
State of Texas
County of Dallas

Before me, a notary public, on this day personally appeared ELIZABETH BLANFORD, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Today, the 2nd day of July 2013.

Terry Smith
Notary Public's Signature

(Personalized Seal)



(SEDC Grant Application revised March 2012)

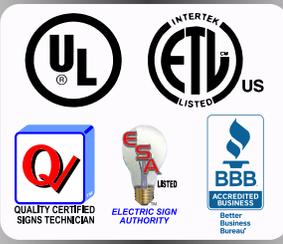
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 (972) 850-3300 fax: (214) 339-9987



6/7/2013

Customer Representative:

Customer Approval



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Legislation Details (With Text)

File #: 13-1833 **Version:** 1 **Name:** Negotiated resolution between Atmos cities steering committee
Type: Agenda Item **Status:** Agenda Ready
File created: 10/4/2013 **In control:** City Council
On agenda: 10/7/2013 **Final action:**

Title: Consider an ordinance of the City Council of the City of Sachse, Texas, approving a negotiated resolution between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the Company’s 2013 Annual Rate Review Mechanism (“RRM”) filing in all cities exercising original jurisdiction; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; requiring the company to reimburse cities’ reasonable ratemaking expenses; repealing conflicting resolutions or ordinances; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a Savings Clause; declaring an Effective Date; providing a Most Favorable Nations Clause; and requiring delivery of this ordinance to the Company and the Steering Committee’s legal counsel.

Executive Summary

The City of Sachse, along with approximately 164 other cities served by Atmos Energy Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). On or about July 15, 2013, Atmos Mid-Tex filed with the City an application to increase natural gas rates pursuant to the Rate Review Mechanism (“RRM”) tariff renewed by the City in 2013 as a continuation and refinement of the previous RRM rate review process. This is the first annual RRM filing under the renewed RRM tariff.

Sponsors:

Indexes:

Code sections:

Attachments: [2013 09 17 Model Staff Report \(RRM Ordinance\)](#)
[Ord Atmos RRM Tarriff.pdf](#)

Date	Ver.	Action By	Action	Result
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Title
Consider an ordinance of the City Council of the City of Sachse, Texas, approving a negotiated resolution between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the Company’s 2013 Annual Rate Review Mechanism (“RRM”) filing in all cities exercising original jurisdiction; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; requiring the company to reimburse cities’ reasonable ratemaking expenses; repealing conflicting resolutions or ordinances; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a Savings Clause; declaring an Effective Date; providing a Most Favorable Nations Clause; and requiring delivery of this ordinance to the Company and the Steering Committee’s legal counsel.

Executive Summary

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Background

The Atmos Mid-Tex RRM filing sought a \$22.7 million rate increase system-wide based on an alleged test-year cost of service revenue deficiency of \$25.7 million. The City worked with ACSC to analyze the schedules and evidence offered by Atmos Mid-Tex to support its request to increase rates. The Ordinance and attached rate tariffs are the result of negotiations between ACSC and the Company to resolve issues raised by ACSC during the review and evaluation of Atmos Mid-Tex’s RRM filing.

The Ordinance resolves the Company’s RRM filing by authorizing additional revenues to the Company of \$16.6 million system-wide. For purposes of comparison, this negotiated result is about \$11 million less than what ACSC’s consultants calculated that Atmos would have been entitled to if Atmos had filed a case under the Gas Reliability Infrastructure Program (“GRIP”) rather than an RRM case. The settlement is expected to increase the average residential customer’s bill by approximately \$0.74 per month. An Average Bill Comparison of base rates has been prepared for residential, commercial, industrial, and transportation customers.

The ACSC Executive Committee and ACSC legal counsel recommend that all ACSC Cities adopt the Ordinance implementing the rate change.

RRM Background:

The RRM tariff was originally approved by ACSC Cities as part of the settlement agreement to resolve the Atmos Mid-Tex 2007 system-wide rate filing at the Railroad Commission. In early 2013, the City adopted a renewed RRM tariff for an additional five years. Atmos Mid-Tex’s July 2013 filing was made pursuant to the renewed RRM tariff.

The RRM tariff and the process implementing that tariff were created collaboratively by ACSC and Atmos Mid-Tex as an alternative to the legislatively-authorized GRIP surcharge process. ACSC has opposed GRIP because it constitutes piecemeal ratemaking, does not allow any review of the reasonableness of Atmos’ expenditures, and does not allow participation by cities or recovery of cities’ rate case expenses. In contrast, the RRM process has allowed for a more comprehensive rate review and annual adjustment as a substitute for GRIP filings. ACSC’s consultants have calculated that had Atmos filed under the GRIP provisions, it would have received additional revenues from ratepayers in excess of \$28 million.

Policy Considerations

Rates cannot change without the adoption of rate ordinances by cities. No related matter is pending at the Railroad Commission. The purpose of the Ordinance is to approve rates

(shown on "Attachment A" to the Ordinance) that reflect the negotiated rate changes pursuant to the RRM process and to ratify the recommendation of the ACSC Executive Committee.

As a result of the negotiations, ACSC was able to reduce the Company's requested \$22.7 million RRM increase to \$16.6 million. Approval of the Ordinance will result in the implementation of new rates that increase Atmos Mid-Tex's revenues effective November 1, 2013.

Reasons Justifying Approval of the Negotiated Resolution:

Consultants working on behalf of ACSC Cities have investigated the support for the Company's requested rate increase. While the evidence does not support the \$22.7 million increase requested by the Company, ACSC's consultants agree that the Company can justify an increase in revenues of some lesser amount. The agreement on \$16.6 million is a compromise between the positions of the parties.

The alternative to a resolution of the RRM filing would be a GRIP filing by the Company, based upon the Railroad Commission's decision in the 2012 rate case. A GRIP filing would entitle the Company to receive more than \$28 million in additional revenues, with ACSC being precluded from reviewing the reasonableness of the GRIP filing. The ACSC Executive Committee recommends that ACSC members take action to approve the Ordinance authorizing new rate tariffs.

Budgetary Considerations

N/A

Staff Recommendations

Staff recommends that Council adopt an ordinance of the City Council of the City of Sachse, Texas, approving a negotiated resolution between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2013 Annual Rate Review Mechanism ("RRM") filing in all cities exercising original jurisdiction; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; requiring the company to reimburse cities' reasonable ratemaking expenses; repealing conflicting resolutions or ordinances; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a Savings Clause; declaring an Effective Date; providing a Most Favorable Nations Clause; and requiring delivery of this ordinance to the Company and the Steering Committee's legal counsel.

MODEL STAFF REPORT

The City, along with approximately 164 other cities served by Atmos Energy Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). On or about July 15, 2013, Atmos Mid-Tex filed with the City an application to increase natural gas rates pursuant to the Rate Review Mechanism (“RRM”) tariff renewed by the City in 2013 as a continuation and refinement of the previous RRM rate review process. This is the first annual RRM filing under the renewed RRM tariff.

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The Ordinance resolves the Company’s RRM filing by authorizing additional revenues to the Company of \$16.6 million system-wide. For purposes of comparison, this negotiated result is about \$11 million *less* than what ACSC’s consultants calculated that Atmos would have been entitled to if Atmos had filed a case under the Gas Reliability Infrastructure Program (“GRIP”) rather than an RRM case. The settlement is expected to increase the average residential customer’s bill by approximately \$0.74 per month. An Average Bill Comparison of base rates has been prepared for residential, commercial, industrial, and transportation customers.

The ACSC Executive Committee and ACSC legal counsel recommend that all ACSC Cities adopt the Ordinance implementing the rate change.

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The RRM tariff was originally approved by ACSC Cities as part of the settlement agreement to resolve the Atmos Mid-Tex 2007 system-wide rate filing at the Railroad Commission. In early 2013, the City adopted a renewed RRM tariff for an additional five years. Atmos Mid-Tex’s July 2013 filing was made pursuant to the renewed RRM tariff.

The RRM tariff and the process implementing that tariff were created collaboratively by ACSC and Atmos Mid-Tex as an alternative to the legislatively-authorized GRIP surcharge process. ACSC has opposed GRIP because it constitutes piecemeal ratemaking, does not allow any review of the reasonableness of Atmos’ expenditures, and does not allow participation by cities or recovery of cities’ rate case expenses. In contrast, the RRM process has allowed for a more comprehensive rate review and annual adjustment as a substitute for GRIP filings. ACSC’s consultants have calculated that had Atmos filed under the GRIP provisions, it would have received additional revenues from ratepayers in excess of \$28 million.

Purpose of the Ordinance:

Rates cannot change without the adoption of rate ordinances by cities. No related matter is pending at the Railroad Commission. The purpose of the Ordinance is to approve rates

(shown on “Attachment A” to the Ordinance) that reflect the negotiated rate changes pursuant to the RRM process and to ratify the recommendation of the ACSC Executive Committee. **Please make sure that the tariffs are attached when the Ordinance is passed by the City Council.**

As a result of the negotiations, ACSC was able to reduce the Company’s requested \$22.7 million RRM increase to \$16.6 million. Approval of the Ordinance will result in the implementation of new rates that increase Atmos Mid-Tex’s revenues effective November 1, 2013.

Reasons Justifying Approval of the Negotiated Resolution:

Consultants working on behalf of ACSC Cities have investigated the support for the Company’s requested rate increase. While the evidence does not support the \$22.7 million increase requested by the Company, ACSC’s consultants agree that the Company can justify an increase in revenues of some lesser amount. The agreement on \$16.6 million is a compromise between the positions of the parties.

The alternative to a resolution of the RRM filing would be a GRIP filing by the Company, based upon the Railroad Commission’s decision in the 2012 rate case. A GRIP filing would entitle the Company to receive more than \$28 million in additional revenues, with ACSC being precluded from reviewing the reasonableness of the GRIP filing. The ACSC Executive Committee recommends that ACSC members take action to approve the Ordinance authorizing new rate tariffs.

No Changes to Residential Customer Charges:

For the first annual filing under the revised RRM tariff, the Company agreed to forgo any change to the residential customer charge. Therefore, for the 2013 RRM, the result of the filing will not increase the residential customer charge, and the entirety of the increase to the residential class will be applied to the commodity (natural gas consumption) component of rates.

Explanation of “Be It Ordained” Paragraphs:

1. This paragraph approves all findings in the Ordinance.
2. This section adopts the attached tariffs (“Attachment A”) in all respects and finds the rates set pursuant to the attached tariffs to be just, reasonable and in the public interest. Note that only new tariffs or existing tariffs being revised are attached to the Ordinance. Existing tariffs not being changed in any way are not attached to the Ordinance.
3. This section requires the Company to reimburse ACSC for reasonable ratemaking costs associated with reviewing and processing the RRM application.
4. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.

5. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

6. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.

7. This section is a “most favored nations” clause. It provides that if the Company settles with other parties on better terms than agreed to with the ACSC Cities, the ACSC Cities (including the City) will automatically receive the benefit of those better terms.

8. This section provides for an effective date upon passage.

9. This paragraph directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for ACSC.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS CITIES STEERING COMMITTEE AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2013 ANNUAL RATE REVIEW MECHANISM FILING IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; REPEALING CONFLICTING RESOLUTIONS OR ORDINANCES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; PROVIDING A MOST FAVORED NATIONS CLAUSE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE STEERING COMMITTEE'S LEGAL COUNSEL.

WHEREAS, the City of Sachse, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of approximately 164 similarly situated cities served by Atmos Mid-Tex that have joined together to facilitate the review of and response to natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, pursuant to the terms of the agreement settling the Company's 2007 Statement of Intent to increase rates, ACSC Cities and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process controlled in a three-year experiment by ACSC Cities as a substitute to the current Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature; and

WHEREAS, the City took action in 2008 to approve a Settlement Agreement with Atmos Mid-Tex resolving the Company's 2007 rate case and authorizing the RRM tariff; and

WHEREAS, in 2013, ACSC and the Company negotiated a renewal of the RRM tariff process for an additional five years; and

WHEREAS, the City passed an ordinance renewing the RRM tariff process for the City for an additional five years; and

WHEREAS, the RRM renewal tariff contemplates reimbursement of ACSC Cities' reasonable expenses associated with RRM applications; and

WHEREAS, on or about July 15, 2013, the Company filed with the City its first annual RRM filing under the renewed RRM tariff, requesting to increase natural gas base rates by \$22.7 million; and

WHEREAS, ACSC coordinated its review of Atmos Mid-Tex's RRM filing through its Executive Committee, assisted by ACSC attorneys and consultants, to resolve issues identified by ACSC in the Company's RRM filing; and

WHEREAS, the ACSC Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve the attached rate tariffs ("Attachment A" to this Ordinance), which will increase the Company's revenues by \$16.6 million; and

WHEREAS, the attached tariffs implementing new rates are consistent with the negotiated resolution reached by ACSC Cities and are just, reasonable, and in the public interest;

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

SECTION 1. That the findings set forth in this Ordinance are hereby in all things approved.

SECTION 2. That the City Council finds the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable and new tariffs which are attached hereto and incorporated herein as Attachment A, are just and reasonable and are hereby adopted.

SECTION 3. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC Cities in processing the Company's RRM application.

SECTION 4. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

SECTION 5. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 6. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

SECTION 7. That if ACSC determines any rates, revenues, terms and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement approved in any proceeding addressing the issues raised in Atmos' 2013 RRM filing would be more beneficial to the ACSC Cities than the terms of the attached tariffs, then the more favorable rates, revenues, terms and conditions, or benefits shall additionally and automatically accrue to the ACSC Cities, including the City, without the need for City to take any further action. If this automatic adjustment occurs, Atmos Mid-Tex shall promptly thereafter file with the City an amended tariff documenting the adjustment to rates.

SECTION 8. That this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after November 1, 2013.

SECTION 9. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Manager of Rates and Regulatory Affairs, at Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

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
(10-04-13/62737)

ATTACHMENT "A"
Atmos Mid-Tex Tariffs
Effective November 1, 2013

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 17.70 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 17.72 per month
Commodity Charge – All Ccf	\$0.05831 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2013.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 35.75 per month
Rider CEE Surcharge	\$ 0.10 per month ¹
Total Customer Charge	\$ 35.85 per month
Commodity Charge – All Ccf	\$ 0.06893 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation And Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2013.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 620.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2565 per MMBtu
Next 3,500 MMBtu	\$ 0.1879 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0403 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I - INDUSTRIAL SALES
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 620.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2565 per MMBtu
Next 3,500 MMBtu	\$ 0.1879 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0403 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j^{th} customer in i^{th} rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j^{th} customer in i^{th} rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION EXCEPT THE CITY OF DALLAS AND UNINCORPORATED AREAS	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2013	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.97	0.1318	96.50	0.5859
Austin	11.05	0.1262	189.59	0.7195
Dallas	13.13	0.1832	171.84	0.8797
Waco	9.78	0.1262	117.60	0.5774
Wichita Falls	10.99	0.1297	107.70	0.5041

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNA factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and a Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.



Legislation Details (With Text)

File #: 13-1819 **Version:** 1 **Name:** Consider a resolution authorizing the City Manager to execute a project specific interlocal agreement with Dallas County for asphalt repair and reconstruction on 5th Street and Sachse Road east of State Highway 78.

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

File created: 10/2/2013 **In control:** City Council

On agenda: 10/7/2013 **Final action:**

Title: Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the project specific interlocal agreement for the purpose of transportation-related maintenance, between the City of Sachse, Texas and Dallas County, Texas.

Executive Summary

Sachse Road and 5th Street are both minor arterial roadways in the City of Sachse. The existing asphalt pavement in the 5th Street/Sachse Road Corridor is aging and rapidly deteriorating. In order to maintain a safe and effective roadway, city staff worked with Dallas County to identify a funding source for asphalt repair and replacement. The project budget is anticipated to be \$656,212.40. The interlocal agreement with Dallas County will provide 50% of the anticipated construction cost from Dallas County. This partnership will make city funds go further in making repairs to Sachse Road and 5th Street.

Sponsors:

Indexes:

Code sections:

- Attachments:** [EXHIBIT A COST ESTIMATE PDF](#)
[Exhibit B MAP PDF](#)
[PROJECT SPECIFIC AGREEMENT 11-2012 PDF](#)
[MASTER ILA 11-2012 PDF](#)
[RESO FOR SACHSE ROAD ILA](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the project specific interlocal agreement for the purpose of transportation-related maintenance, between the City of Sachse, Texas and Dallas County, Texas.

Executive Summary

Sachse Road and 5th Street are both minor arterial roadways in the City of Sachse. The existing asphalt pavement in the 5th Street/Sachse Road Corridor is aging and rapidly deteriorating. In order to maintain a safe and effective roadway, city staff worked with Dallas County to identify a funding source for asphalt repair and replacement. The project budget is anticipated to be \$656,212.40. The interlocal agreement with Dallas County will provide 50% of the anticipated construction cost from Dallas County. This partnership will make city funds go further in making repairs to Sachse Road and 5th Street.

Background

Sachse Road and 5th Street are both minor arterial roadways in the City of Sachse. The existing corridor of 5th Street from Billingsley Street to Sachse Road, and Sachse Road from 5th Street to Country Club Drive consists of a 2-lane asphalt road. There is a separate project jointly funded by the City of Sachse and Dallas County for the preliminary design of upgrading Sachse Road from a 2-lane asphalt roadway to a 4-lane divided concrete roadway. The preliminary design project is underway. However, the funds for final design and construction have not yet been identified.

The existing asphalt pavement in the 5th Street/Sachse Road corridor is aging and rapidly deteriorating. The interlocal agreement with Dallas County will allow for significant roadway repair that will extend the service life of the 2-lane asphalt road. The project will include 3510 linear feet of full depth asphalt replacement on 5th Street from Billingsley Street to Sachse Road, and on Sachse Road from 5th Street to Miles Road. In addition, the project will include 7200 linear feet of full depth asphalt replacement on Sachse Road from Miles Road to Country Club Drive. The existing intersection of Sachse Road and Miles Road has already been improved to a concrete intersection.

Exhibit A, attached, is the cost estimate for the project.

Exhibit B, attached, is a map showing the limits of the project.

Policy Considerations

This project adheres to the city's policy of providing safe and effective roadways throughout the city.

Budgetary Considerations

The project budget is anticipated to be \$656,212.40. The interlocal agreement will provide 50% of the anticipated construction cost from Dallas County in the amount not to exceed \$328,106.20. Sachse's primary source of funds will be the General Capital Projects Fund and from project savings realized from the Southeast Lift Station preliminary design project, which is currently available.

Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the project specific interlocal agreement for the purpose of transportation-related maintenance, between the City of Sachse, Texas and Dallas County, Texas.

CITY OF SACHSE
Sachse Road

		UNIT PRICE	TOTAL	TOTAL
		BID	QUANTITY	COMPLETED TO DATE
1	HMAC Type D Delivered more than 1500 tons	TONS \$ 67.00		\$ -
2	HMAC Type D Delivered 500 to 1499 tons	TONS \$ 71.00		\$ -
3	HMAC Type D Delivered less than 499 tons	TONS \$ 76.00		\$ -
4	HMAC Type C Delivered more than 1500 tons	TONS \$ 64.00	4,713.00	\$ 301,632.00
5	HMAC Type C Delivered 500 to 1499 tons	TONS \$ 67.00		\$ -
6	HMAC Type C Delivered less than 499 tons	TONS \$ 72.00		\$ -
7	HMAC Type B Delivered more than 1500 tons	TONS \$ 55.00		\$ -
8	HMAC Type B Delivered 500 to 1499 tons	TONS \$ 58.00		\$ -
9	HMAC Type B Delivered less than 499 tons	TONS \$ 63.00		\$ -
10	Additional Mileage Hauled beyond the first 10 from bidders plant Items# 1-9 Per Ton Per Mile	EACH \$ 12.80	4,713.00	\$ 60,326.40
	NOTE: \$0.40 per mile @ 32 miles	PER TON MILE		
11	Move In/Out Charge for projects under 499 tons	EACH \$ 500.00		\$ -
12	Thoroughfare Traffic Control Charges Per street	EACH \$ 800.00	1.00	\$ 800.00
13	Manhole Ring Riser Adjustment/Placement Ring	EACH \$ 75.00		\$ -
14	Valve Ring Riser Adjustment/Placement Ring	EACH \$ 50.00		\$ -
15	Base Repair - 6" Flex Base & 2" HMAC	SY \$ 27.00		\$ -
16	Base Repair - Flex Base installed only	TONS \$ 14.00		\$ -
17	8" Cement Stab Existing - more than 3000 sy	SY \$ 6.25	28,560.00	\$ 178,500.00
18	8" Cement Stab Existing - 1400 to 2999 sy	SY \$ 7.00		\$ -
19	8" Cement Stab Existing - less than 1399 sy	SY \$ 8.50		\$ -
20	Hauling Excessive Material more than 101 cy	CY \$ 14.00		\$ -
21	Hauling Excessive Material 51 to 100 cy	CY \$ 17.00		\$ -
22	Hauling Excessive Material less than 50 cy	CY \$ 21.00		\$ -
23	Wedge Mill	LF \$ 2.50		\$ -
24	Full Depth Milling	SY \$ 3.50	28,560.00	\$ 99,960.00
25	Backfill Shoulders	LF \$ 0.70	21,420.00	\$ 14,994.00
26	8" Pulverization	SY \$ 2.00		\$ -

TOTAL FOR PAGE

\$ 656,212.40

STATE OF TEXAS §

COUNTY OF DALLAS §

**PROJECT SPECIFIC AGREEMENT
RE:**

**A “TYPE B” ROADWAY PROJECT-- MADE PURSUANT TO DALLAS COUNTY’S
MASTER ROAD & BRIDGE INTERLOCAL MAINTENANCE AGREEMENT WITH
CITY OF Sachse, TEXAS**

This Project Specific Agreement, (hereinafter “PSA”), supplemental to the Master Interlocal Agreement, is made by and between Dallas County, Texas (hereinafter “County”) and the City of Sachse, Texas (hereinafter “City”), acting by and through their duly authorized representatives and officials, for the purpose of transportation-related maintenance, repairs and improvements to be undertaken in certain designated blocks of enumerated public roadway as more fully set forth and described in Attachments “A” and “B”, incorporated herein by reference (“Project”).

WHEREAS, Chapter 791 of the Texas Government Code and Chapter 261 of the Texas Transportation Code provides authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

WHEREAS, on or about May 20, 2013, County and City entered into a Master Interlocal Agreement (“Agreement”), whereby County agreed to provide partial funding for certain duly qualified “Type B” road and bridge maintenance projects, said projects situated within the territorial limits and jurisdiction of City; and

WHEREAS, City now desires County to provide partial funding for such a duly qualified project, consisting of Sachse Rd./Fifth St. asphalt reconstruction/repair covering 2.02 miles, all on public roadway situated in the City as more fully described on Attachment “A”;

NOW THEREFORE THIS PSA is made by and entered into by County and City, for the mutual consideration stated herein.

Witnesseth

Article I.

Project Specific Agreement

This PSA is specifically intended to identify a Project authorized under the Master Agreement. This document sets forth the rights and responsibilities pertaining to each party hereto, and is additional and supplemental to the Master Agreement, and all amendments and supplements thereto, which are incorporated herein. All terms of the Master Agreement remain in full force and

effect, except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

Article II
Incorporated Documents

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Interlocal Agreement authorized by County Commissioners Court Order. _____-_____, dated _____ ____, 20____, and additions thereto as incorporated herein,
2. Initial Projected Project Cost (Attachment “A”), and
3. Map/Diagram of the Proposed Work Site (Attachment “B”).

Article III
Term of Agreement

This PSA becomes effective when signed by the last party whose signature makes the agreement fully executed and shall terminate upon the completion and acceptance of the Project by City or upon the terms and conditions in the Master Agreement.

Article IV
Project Description

This PSA is entered into by the parties for purpose of jointly identifying and funding repair, maintenance and improvements on duly qualified “Type B” public roadway within the City of Sachse, Texas. The Project shall consist of 2.02 miles in enumerated blocks of designated public streets, in the City of Sachse, Texas, (hereinafter “Project”), and as more fully described in Attachments “A” and “B”. The Project is authorized by the aforementioned Master Interlocal Agreement, with the parties’ obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and County.

Article V.
Fiscal Funding

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon each party’s ability to fund each and every funding obligation contained herein from funds currently available to them as required by Chapter 791, Texas Government Code. City shall have no right of action or claim against the County as regards any funding obligations of the Project.

Article VI
Agreements

I. **City’s Responsibilities:**

1. Where necessary, City, at its own expense, shall be responsible for the following: (a) managing construction of the Project; (b) informing the public of the proposed reconstruction of the Project; (c) locating all manholes, water valves, and other

utilities within the Project; (d) making or causing to be made all utility relocations or adjustments necessary for execution and completion of the Project; (e) acquiring any right-of-way necessary to complete the Project; (f) remediating any hazardous or regulated material, or any other environmental hazard in the Project location; (g) receiving and processing all payments due contractors City hires to work on the Project; (h) contracting through formal bidding procedures to acquire the services of contractors; and (i) furnishing materials, labor, and equipment necessary to perform the Project construction.

2. City shall be responsible for all maintenance on or about the Project site.

II. County Responsibilities and Rights:

1. County shall only reimburse City for proportionate Project Costs, as more fully set forth in Section III below.
2. County, its Auditor or its designated representative(s) shall have the unrestricted right to audit any and all accounting or other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditures, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this agreement. City agrees that all related records shall be retained for a period of time not less than four (4) years from the date of the termination of this Agreement. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request. The results of any audit may be furnished to City for comment.
3. In the event that any audit shall determine that funds are due and owing to County, such sums shall be due and payable to County within thirty (30) days of the date that an invoice for same is provided to City.

III. Funding:

County and City mutually agree that the initial and anticipated Project Cost is \$656,212.40, as set forth in the attached Exhibit "A". The parties hereto further agree that City shall be totally responsible for the construction and maintenance of said Project, and that County shall only be responsible to City for a contribution, in the form of reimbursement, of \$ 328,106.20, which amount shall not exceed Fifty Percent (50%) of the initial and anticipated Project Cost. City and County further agree as follows:

1. Should the final cost of the Project exceed the initial and anticipated Project Costs, City agrees to either reduce the scope of the Project, or to seek additional funding to facilitate its completion. In either event, City shall be solely responsible for all such costs in excess thereof, and County shall bear no additional responsibilities beyond those contemplated herein, and
2. City shall submit timely invoices to County, which invoices shall provide complete information and documentation to substantiate City's charges, and which shall not be for periods of work totaling less than thirty (30) days. County's acceptances of City's invoices are contingent upon City's compliance with County's invoicing procedures.

County may withhold any disputed amounts until such time as the underlying dispute is resolved to County's satisfaction, but shall pay all undisputed amounts timely. City understands and acknowledges that occasionally there might be short-term delays in the County's review and processing of invoices. Should such reasonable and necessary delays occur, City agrees that shall not place the County in default of this Agreement.

Article VII
Miscellaneous:

- I. **No Third Party Beneficiaries.** The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- II. **Applicable Law.** This PSA is and shall be expressly subject to the County's and City's Sovereign Immunity and/or Governmental Immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.
- III. **Notice.** All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:

Commissioner Mike Cantrell
Road & Bridge District # 2
1701 N. Collins, Ste. 1000
Richardson, Texas 75080

and

Alberta Blair, Director
Dallas County Public Works
411 Elm Street, Suite 400
Dallas, Texas 75202

CITY:

William K. George
City Manager, City of Sachse, Tx.
3815-B Sachse Rd.
Sachse, Tx. 75048

- IV. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- V. Binding Agreement; Parties Bound. Upon execution by the parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VI. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VII. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- VIII. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
- IX. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersede previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.
- X. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by Resolution of the governing body of the City of Lancaster.

The City of Sachse, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the ____ day of _____, 20__.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 20__.

Executed this the _____ day of _____, 20__.

Executed this the _____ day of _____, 20__.

CITY OF SACHSE:

COUNTY OF DALLAS:

MAYOR

CLAY LEWIS JENKINS
DALLAS COUNTY JUDGE

ATTEST:

APPROVED AS TO FORM:
CRAIG WATKINS
DISTRICT ATTORNEY

CITY SECRETARY

TERESA GUERRA SNELSON
CHIEF, CIVIL DIVISION

PAUL E. HAMILTON
ASSISTANT DISTRICT ATTORNEY

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

ATTACHMENT "A"

Initial Projected Project Cost

ATTACHMENT "B"

Map/Diagram of the Proposed Work Site

STATE OF TEXAS §

COUNTY OF DALLAS §

**MASTER INTERLOCAL AGREEMENT
BETWEEN DALLAS COUNTY AND THE CITY OF _____
PERTAINING TO TRANSPORTATION-RELATED MAINTENANCE ON OR ABOUT
CERTAIN DESIGNATED ROADWAYS SITUATED WITHIN THE TERRITORIAL
LIMITS OF THE CITY OF _____**

WHEREAS, This Master Interlocal Agreement (“Agreement”) is entered into by the authority of Chapter 791 of the Texas Government Code and Chapter 251 of the Texas Transportation Code to provide authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

WHEREAS, On occasion, the County of Dallas, Texas, hereinafter called "County", and the City of _____, Texas, hereinafter called "City", desire to enter into an Interlocal Agreement for the purpose of City retaining and authorizing County, through its Road & Bridge forces, to maintain various “Type E” Roadways, situated wholly within the territorial limits of City; and

WHEREAS, On occasion, the County and City desire to enter into an Interlocal Agreement for the purpose of jointly coordinating, facilitating and/or funding maintenance activity on certain duly qualified “Type B” Roadways, also situated wholly within the territorial limits of City; and

WHEREAS, On occasion, the County and City desire to enter into an Interlocal Agreement for purpose of City authorizing and retaining County, through its Road & Bridge forces, to perform minor transportation-related maintenance services, including but not limited to pothole repair, cleaning and clearing of drainage culverts, roadway debris removal, and the like, which services do not fall squarely within the purview of “Type E” or “Type B” Roadway Projects, such projects to be performed on or about public roadways and alleyways situated wholly within the territorial limits of City; and

WHEREAS, This collaboration between County and City is consistent with Strategy 4.2 of the Dallas County’s Strategic Plan in that it fosters partnership between County and local cities therein on local transportation projects;

NOW THEREFORE, THIS AGREEMENT is hereby made and entered into between County and City for the mutual consideration stated herein:

I. PURPOSE

City has requested in the past, and will likely request in the foreseeable future (1) that County participate in the funding of, certain roadway maintenance projects (“projects”) on City’s street system, which projects shall be duly qualified “Type B” Roadway Projects, (2) that County provide certain roadway maintenance services (“projects”) on City’s street system, which projects shall be duly qualified “Type E” Roadway Projects, or (3) that County, through its Road & Bridge forces, perform certain minor transportation-related maintenance services on or about City’s streets and alleyways which do not fall squarely within the collaborations contemplated by either of the aforementioned. The terms and conditions set forth herein provide the cooperative framework for County and City to jointly undertake one or more of these transportation-related maintenance projects upon public roadways situated wholly within the incorporated and territorial jurisdiction of the City of _____, said roadway being of significance to Dallas County.

Each roadway maintenance project commenced hereunder shall be fully and specifically set forth and described in a separate Project Specific Agreement (“PSA”), and shall be approved by specific order of the Dallas County Commissioners Court, as well as the governing body of the City of _____. Projects considered hereunder that are neither Type B, C or E roadway maintenance or improvements, and that do that do not exceed the amount of \$25,000 may be approved by the Director, Dallas County Public Works, and shall be binding on Dallas County just as if approved by the Commissioners County.

Projects undertaken pursuant to this Agreement are for the benefit of the City and County, and not the purposeful benefit of any third parties. It is the express intention of City and County that any person or entity, other than City or County, receiving services or benefits hereunder shall be deemed incidental beneficiaries only.

Nothing herein shall be construed so as to prevent County and City from collaborating and working jointly, without prior and formal approval of their respective governing bodies, in cases of national, state or local emergencies or natural disasters.

II. CITY’S CONTRIBUTION

For duly qualified “Type B” Roadway Projects contemplated hereunder, City shall be responsible for the total funding and payment for the roadway maintenance services, less any amounts contributed by County, which contributions, if any, may not exceed fifty percent (50%) of the total project costs, and may be made through commitment of financial resources or in-kind services, i.e. use of County’s labor, equipment and/or materials.

For all other projects contemplated hereunder, City shall be responsible for one hundred percent (100%) of the funding for services provided in whole or in part through use of County Road & Bridge personnel, equipment and/or materials.

All expenditures herein undertaken by City or County for the performance of these government functions shall be made from current revenues available to them.

III. CITY'S OBLIGATIONS

Prior to the commencement of any project hereunder, City shall clearly detail the location, scope and nature of the services it desires performed. Should City desire that County, through deployment of its Road & Bridge workforces, perform such services, County shall prepare a written and detailed proposal for City's consideration and approval, indicating all work to be performed by County, and at what costs and expense to City. Before any such work commences, City and County must have a clear and mutual understanding of the scope of services to be provided by County and the costs associated with each such project. Said mutual understanding shall be evidenced by supplemental documentation, i.e. project specific proposals, which shall only be binding once approved by County and the governing body of the City. Said proposals, if approved, shall be confirmed in writing, which shall be considered supplemental hereto.

For all projects, other than "Type B" Roadway Projects, wherein the County is obligated to provide maintenance and/or services, immediately upon County's commencement of work duly authorized by them, City shall set aside, segregate and escrow for County's benefit, the full agreed amounts for costs and expenses for each project undertaken. County may elect to bill against segregated funds on a monthly basis for services performed during the course of the month, or it may bill against the segregated funds in full once a project is completed. In either event, County shall be paid promptly, and in full once the project is completed.

Where required by nature of the projects undertaken, City, at its own expense, shall be responsible for the following: (1) informing the public of the proposed maintenance or construction activity, (2) acquiring any right-of-way necessary to complete the project under consideration, (3) locating all manholes, water valves, and other utilities within the project, (4) making all utility relocations or adjustments necessary for the project, (5) remediation of any hazardous or regulated materials, or other environmental hazard on or near the project site, and (6) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the project to be completed in a timely and safe manner. City agrees to accomplish these functions, if required by projects under consideration, in a timely and efficient manner to insure that such activity will not delay the County's timely performance of its maintenance activities.

City agrees to permit County, at County's expense, to conduct routine special studies of traffic conditions within City, which studies might include traffic counts, measurements of speeds,

delays, congestion, and the like.

IV. COUNTY'S CONTRIBUTION

For all projects contemplated hereunder, County shall contribute as follows:

1. For all duly qualified "Type B" Roadway Projects, County shall contribute an amount not to exceed fifty percent (50%), which contribution may be through pledge and commitment of County Road and Bridge funds, use of County Road and Bridge personnel and/or equipment, or a combination of the two, and
2. For all other duly qualified projects, County's contribution hereunder shall be limited solely to supplying labor, materials and/or equipment necessary to provide maintenance services, all of which shall be provided at City's, or another funding source's, expense.

V. COUNTY'S OBLIGATIONS

County shall not undertake performance of any project hereunder, until such time as same has been specifically approved per the protocol set forth in Section I, above. Once so approved, if called upon to do so, County shall perform all services contemplated hereunder in a good and workmanlike manner. Further, County shall not assign its rights, or delegate its duties and obligations hereunder to any third party without prior written approval of City. Nothing herein shall be construed to prohibit County from using subcontractors, where reasonably necessary, to aid in the completion of projects.

Should County, in executing any project contemplated hereunder, encounter adverse conditions unforeseen by City or County, County shall immediately bring same to attention of City, and await direction and guidance from City on resolution of same. Where reasonably required by nature of the unknown condition, County may cease performance hereunder until such time as adverse conditions are rectified or remedied by City, and such delay shall not constitute a material breach of this Agreement.

VI. TERM

The initial term of this Agreement shall be from the date of last execution by any required signatory party hereto until December 31, 2017. However, either party hereto, shall have the absolute right to terminate this Agreement, without cause, at any time, upon providing sixty (60) days written notice to the other party. If necessary, notice of termination shall be tendered consistent with the notice provisions and protocol stated below.

VII. LIABILITY

Nothing stated herein shall be construed as a waiver of all the protections afforded County as a sovereign governmental unit. To the extent afforded by Texas Tort Claims Act, County shall be responsible only for claims, demands, judgments and the like attributable to the sole acts and omissions of its agents, officers and/or employees. County assumes no liability or responsibility for the acts and omissions of City, their employees, agents, officers or others working through them in any capacity.

Nothing stated herein shall be construed as a waiver of all the protections afforded City as a sovereign governmental unit. To the extent afforded by the Texas Tort Claims Act, City shall be responsible only for claims, demands, judgments and the like attributable to the sole acts and omissions of its agents, officers and/or employees. City assumes no liability or responsibility for the acts and omissions of County, their employees, agents, officers or others working through them in any capacity.

VIII. MISCELLANEOUS PROVISIONS

A. **Entire Agreement.** This Agreement and any attachments hereto sets forth the entire agreement between the parties respecting the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether oral or in writing, between the parties respecting the same.

B. **Severability.** If any term, covenant, condition or provision of this Agreement shall be declared invalid by a tribunal of competent jurisdiction, the remaining terms, covenants, conditions, and provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

C. **Not an Agent.** County and City mutually agree that neither entity acting hereunder shall be considered an agent of the other, and that each entity is responsible, if at all, for its own acts, forbearance, and deeds.

D. **Venue.** This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

E. **Amendment.** This Agreement may be supplemented and/or amended at any time through the mutual consent of both County and City, so long as all amendments, changes,

revisions, and discharges of this Agreement, in whole or in part, are reduced to writing and executed by the parties thereto.

F. **Notice.** All notices, requests, demands, and other communication under this Agreement shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:

Alberta Blair
Director of Public Works
Dallas County
411 Elm Street, Fourth Floor
Dallas, Texas 75202

and

Mike Cantrell
Dallas County Commissioner
District 2
1701 N. Collins, Suite 1000
Richardson, Texas 75080

CITY:

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

H. **Headings.** The headings and titles used herein are for sake of convenience only, and not intended to affect the interpretation or construction of such provisions.

I. **Contingent.** This Agreement is expressly contingent upon formal approval by the Dallas County Commissioners Court and the governing body of the City of _____, Texas.

The City of _____, State of Texas, has executed the Agreement pursuant to duly authorized City Council Action on the ____ day of _____, 2012.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2012.

Executed this the _____ day of _____, 2012.

Executed this the _____ day of _____, 2012.

CITY OF _____:

COUNTY OF DALLAS:

MAYOR

CLAY LEWIS JENKINS
COUNTY JUDGE

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:
CRAIG WATKINS
DISTRICT ATTORNEY

TERESA GUERRA SNELSON
CHIEF, CIVIL DIVISION

Paul E. Hamilton
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE PROJECT SPECIFIC INTERLOCAL AGREEMENT FOR THE PURPOSE OF TRANSPORTATION-RELATED MAINTENANCE, BETWEEN THE CITY OF SACHSE, TEXAS, AND DALLAS COUNTY, TEXAS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sachse, Texas has a policy of providing safe and effective roadways throughout the City; and

WHEREAS, on or about May 20, 2013, Dallas County, Texas and the City of Sachse, Texas entered into a Master Interlocal Agreement, whereby Dallas County, Texas agreed to provide partial funding for certain duly qualified “Type B” road and bridge maintenance projects, said projects situated within the territorial limits and jurisdiction of the City; and

WHEREAS, the City of Sachse, Texas has requested partial funding for such a duly qualified project, consisting of Sachse Road and 5th Street asphalt reconstruction and repair covering 2.02 miles, all on public roadway situated in 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 Project Specific Interlocal Agreement for a “Type B” Roadway Project, 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 Project Specific Interlocal Agreement for a “Type B” Roadway Project 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 7th day of October, 2013.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary



Legislation Details (With Text)

File #: 13-1762 **Version:** 1 **Name:** Consider an Ordinance amending the Code of Ordinances of the City of Sachse by establishing a 40 mile per hour maximum lawful prima facie speed limit on 5th Street between State Highway 78 and the north City limits.

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

File created: 10/4/2013 **In control:** City Council

On agenda: 10/7/2013 **Final action:**

Title: Consider an Ordinance of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 9 titled "Traffic Regulations" by amending Section 9-4 titled "speed limits" to amend the maximum prima facie speed limits for 5th Street, Dewitt Road, and McCreary Road; providing a repealing clause; providing a savings clause; providing a severability clause; providing for a penalty of fine not to exceed the sum of two hundred dollars (\$200.00) for each offense.

Executive Summary

The City Engineer has conducted an engineering investigation on traffic speeds for 5th Street, Dewitt Road, and McCreary Road from State Highway 78 to the north City limit. This ordinance will establish a speed limit of 40 mph for 5th Street, Dewitt Road, and McCreary Road from State Highway 78 to the north City limits.

Sponsors:

Indexes:

Code sections:

- Attachments:** [Exhibit A - 5TH STREET SPEED STUDY MAP PDF](#)
[Exhibit B - Traffic Speed - 5th St btwn Floyd and Dewitt PDF](#)
[Exhibit C - Traffic Speed - Dewitt Rd btwn Scott & Creekside PDF](#)
[Exhibit D - Speed Limit Study Memo PDF](#)
[Exhibit E - Sachse Ordinance for Speed limit on 5th Dewitt McCreary PDF](#)

Date	Ver.	Action By	Action	Result
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Title

Consider an Ordinance of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 9 titled "Traffic Regulations" by amending Section 9-4 titled "speed limits" to amend the maximum prima facie speed limits for 5th Street, Dewitt Road, and McCreary Road; providing a repealing clause; providing a savings clause; providing a severability clause; providing for a penalty of fine not to exceed the sum of two hundred dollars (\$200.00) for each offense.

Executive Summary

The City Engineer has conducted an engineering investigation on traffic speeds for 5th Street, Dewitt Road, and McCreary Road from State Highway 78 to the north City limit. This ordinance will establish a speed limit of 40 mph for 5th Street, Dewitt Road, and McCreary Road from State Highway 78 to the north City limits.

Background

The existing maximum prima facie speed limit along 5th Street, Dewitt Road, and McCreary Road fluctuates between 35 and 40 miles per hour from State Highway 78 to the north City Limits, as listed below:

SH 78 to Ingram Road: 40 mph
Ingram to Ranch Road: 35 mph
Ranch Road to the north City Limit: 35 mph

Note: the existing maximum prima facie speed limit north of the Sachse City Limit is 40 mph

The City Engineer conducted an engineering investigation for the speed limit along 5th Street and Dewitt Road. Exhibit "A", attached, shows the limits of the study area and traffic count locations. The investigation concluded the speed limit should be 40 mph for several reasons:

- 1) 5th Street and Dewitt Road consists of a four-lane concrete roadway in an urbanized area from State Highway 78 to Ranch Road. North of Ranch Road, McCreary Road is currently a two lane concrete road.
- 2) The 85% speed for traffic count location 1 (near 5th and Floyd) was 38 miles per hour. The existing speed limit in this section of the road is 40 mph. The speed and volume data gathered is included as Exhibit "B", attached.
- 3) The 85% speed for traffic count location 2 (near Dewitt and Scott) fluctuated between 42 and 43 mph. The speed and volume data gathered is included as Exhibit "C", attached.
- 4) The segment of the road with the highest number of driveways (south of Ingram Road) is already 40 mph.
- 5) The roadway geometry is generally flat and straight, with a large diameter curve near State Highway 78, and minor curves north of Ranch Road.
- 6) Removing speed fluctuations and changing the speed limit to 40 mph for the entire segment of roadway will create a more consistent environment for motorists.

The City Engineer conducted an engineering investigation for the speed limit along Bunker Hill Road (see Exhibit D - Engineering Investigation). The investigation concluded the design speed used for the design of the widening project is 40 mph. The investigation also concluded the speed limit should be 40 mph given the roadway classification of a minor arterial, the width of the roadway, adequate stopping sight distance and intersection sight distance.

Policy Considerations

It is the opinion of the City Engineer the speed limit along 5th Street, Dewitt Road, and McCreary Road from SH 78 to the north City limit should be 40 mph. This ordinance, attached hereto as Exhibit E, will amend Chapter 9, Section 9-4 of the Code of Ordinances. The speed limit signs will be installed by the City's Street Department.

Budgetary Considerations

Costs will include erecting three new speed limit signs which are estimated to cost \$75.00 each, for a total of \$225.00, and will be funded from the City Street Department operating budget.

Staff Recommendations

Staff recommends adopting an Ordinance of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 9 titled "Traffic Regulations" by amending Section 9-4 titled "speed limits" to amend the maximum prima facie speed limits for 5th Street, Dewitt Road, and McCreary Road; providing a repealing clause; providing a savings clause; providing a severability clause; providing for a penalty of fine not to exceed the sum of two hundred dollars (\$200.00) for each offense.

5th/Dewitt/McCreary Speed Study



● SPEED LIMIT SIGN LOCATION

◆ STOP SIGN LOCATION

▮ TRAFFIC COUNT/SPEED LOCATION

City of Sachse

5560 Highway 78
Sachse, Texas 75048

location: 5th St btwn Floyd & Dewitt
duration of test: 48 hrs
date of test: 6/27/13-6/28/13

Site Code: 00053
Station ID:

COMBINED

Latitude: 0' 0.000 Undefined

Report for 06/27/2013 to Midnight

Vehicles	Peak Periods			
	AM		PM	
8,595	Time	08:15	Time	06:45
	Count	572	Count	804
	PHF	0.966	PHF	0.935

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	43	5861	2319	21	288	11	0	45	4	0	0	0	0	3
Percent	0.5	68.2	27.0	0.2	3.4	0.1	0.0	0.5	0.0	0.0	0.0	0.0	0.0	0.0

COMBINED GAP STATISTICS - 2 To 26+ by 2 Seconds

Seconds	2	4	6	8	10	12	14	16	18	20	22	24	26	28
Count	2609	1666	980	706	510	379	299	196	209	162	102	117	93	566
Percent	30.4	19.4	11.4	8.2	5.9	4.4	3.5	2.3	2.4	1.9	1.2	1.4	1.1	6.6

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	19	48	230	1112	4151	2712	295	26	2	0	0	0	0	0
Percent	0.2	0.6	2.7	12.9	48.3	31.6	3.4	0.3	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	8576	8528	8298	7186	3035	323	28	2	0	0	0	0	0	0
Percent	99.8	99.2	96.5	83.6	35.3	3.8	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile Speed	5%	10%	15%	45%	50%	55%	85%	90%	95%					
	27	29	30	34	34	35	38	39	40					

Average (Mean) 34

Pace Speed 30-39
Number in Pace 7033
Percent in Pace 81.8

City of Sachse

5560 Highway 78
Sachse, Texas 75048

location: 5th St btwn Floyd & Dewitt
duration of test: 48 hrs
date of test: 6/27/13-6/28/13

Site Code: 00053
Station ID:

COMBINED

Latitude: 0' 0.000 Undefined

Report for Friday, June 28, 2013, Midnight to 11:59 PM

Vehicles	Peak Periods			
	AM		PM	
8,687	Time	08:15	Time	06:45
	Count	585	Count	785
	PHF	0.845	PHF	0.896

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	37	5910	2314	12	319	15	0	68	6	0	1	0	1	4
Percent	0.4	68.0	26.6	0.1	3.7	0.2	0.0	0.8	0.1	0.0	0.0	0.0	0.0	0.0

COMBINED GAP STATISTICS - 2 To 26+ by 2 Seconds

Seconds	2	4	6	8	10	12	14	16	18	20	22	24	26	28
Count	2627	1690	992	691	516	393	300	227	159	173	151	122	106	539
Percent	30.2	19.5	11.4	8.0	5.9	4.5	3.5	2.6	1.8	2.0	1.7	1.4	1.2	6.2

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	8	50	257	1264	4038	2681	363	24	2	0	0	0	0	0
Percent	0.1	0.6	3.0	14.6	46.5	30.9	4.2	0.3	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	8679	8629	8372	7108	3070	389	26	2	0	0	0	0	0	0
Percent	99.9	99.3	96.4	81.8	35.3	4.5	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Percentile Speed	5%	10%	15%	45%	50%	55%	85%	90%	95%					
	26	29	30	34	34	35	38	39	40					

Average (Mean) 34

Pace Speed 30-39
Number in Pace 6925
Percent in Pace 79.7

City of Sachse

5560 Highway 78
Sachse, Texas 75048

location: 5th St btwn Floyd & Dewitt
duration of test: 48 hrs
date of test: 6/27/13-6/28/13

Site Code: 00053
Station ID:

COMBINED

Latitude: 0' 0.000 Undefined

Report for Report From 06/27/2013 to 06/28/2013 11:59:59 PM

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	80	11771	4633	33	607	26	0	113	10	0	1	0	1	7
Percent	0.5	68.1	26.8	0.2	3.5	0.2	0.0	0.7	0.1	0.0	0.0	0.0	0.0	0.0

COMBINED GAP STATISTICS - 2 To 26+ by 2 Seconds

Seconds	2	4	6	8	10	12	14	16	18	20	22	24	26	28
Count	5236	3356	1972	1397	1026	772	599	423	368	335	253	239	199	1105
Percent	30.3	19.4	11.4	8.1	5.9	4.5	3.5	2.4	2.1	1.9	1.5	1.4	1.2	6.4

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	27	98	487	2376	8189	5393	658	50	4	0	0	0	0	0
Percent	0.2	0.6	2.8	13.7	47.4	31.2	3.8	0.3	0.0	0.0	0.0	0.0	0.0	0.0

Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	17255	17157	16670	14294	6105	712	54	4	0	0	0	0	0	0
Percent	99.8	99.3	96.5	82.7	35.3	4.1	0.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%
Speed	27	29	30	34	34	35	38	39	40

Average (Mean) 34

Pace Speed 30-39
Number in Pace 13958
Percent in Pace 80.8

City of Sachse

5560 Highway 78
Sachse, Texas 75048

location: Dewitt Rd between
Scott Dr & Creekside Dr
duration of test: 48 hrs
date of test: 7/10/13~7/11/13
COMBINED

Site Code: 00054
Station ID:

Latitude: 0' 0.000 Undefined

Report for 07/10/2013 to Midnight

Vehicles	Peak Periods			
	AM		PM	
8,659	Time	08:15	Time	06:30
	Count	654	Count	945
	PHF	0.874	PHF	0.956

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	29	6333	1954	15	265	9	0	42	5	1	1	0	0	5
Percent	0.3	73.1	22.6	0.2	3.1	0.1	0.0	0.5	0.1	0.0	0.0	0.0	0.0	0.1

COMBINED GAP STATISTICS - 2 To 26+ by 2 Seconds

Seconds	2	4	6	8	10	12	14	16	18	20	22	24	26	28
Count	2427	1750	1150	748	534	400	310	221	161	138	103	89	85	541
Percent	28.0	20.2	13.3	8.6	6.2	4.6	3.6	2.6	1.9	1.6	1.2	1.0	1.0	6.2

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	1	24	158	395	1437	4011	2243	354	31	5	0	0	0	0
Percent	0.0	0.3	1.8	4.6	16.6	46.3	25.9	4.1	0.4	0.1	0.0	0.0	0.0	0.0
Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	8658	8634	8476	8081	6644	2633	390	36	5	0	0	0	0	0
Percent	100.0	99.7	97.9	93.3	76.7	30.4	4.5	0.4	0.1	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	29	32	34	38	39	39	43	44	45					

Average (Mean) 38

Pace Speed 34-43
Number in Pace 6615
Percent in Pace 76.4

City of Sachse

5560 Highway 78
Sachse, Texas 75048

location: Dewitt Rd between
Scott Dr & Creekside Dr
duration of test: 48 hrs
date of test: 7/10/13~7/11/13
COMBINED

Site Code: 00054
Station ID:

Latitude: 0' 0.000 Undefined

Report for Thursday, July 11, 2013, Midnight to 11:59 PM

Vehicles	Peak Periods			
	AM		PM	
8,743	Time	08:15	Time	06:30
	Count	604	Count	921
	PHF	0.858	PHF	0.914

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	51	6332	2005	9	266	10	0	56	10	0	0	0	0	4
Percent	0.6	72.4	22.9	0.1	3.0	0.1	0.0	0.6	0.1	0.0	0.0	0.0	0.0	0.0

COMBINED GAP STATISTICS - 2 To 26+ by 2 Seconds

Seconds	2	4	6	8	10	12	14	16	18	20	22	24	26	28
Count	2453	1651	1188	835	579	394	289	230	177	162	124	89	84	488
Percent	28.1	18.9	13.6	9.6	6.6	4.5	3.3	2.6	2.0	1.9	1.4	1.0	1.0	5.6

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	6	26	162	471	1501	4025	2200	312	39	0	1	0	0	0
Percent	0.1	0.3	1.9	5.4	17.2	46.0	25.2	3.6	0.4	0.0	0.0	0.0	0.0	0.0
Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	8737	8711	8549	8078	6577	2552	352	40	1	1	0	0	0	0
Percent	99.9	99.6	97.8	92.4	75.2	29.2	4.0	0.5	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	28	32	34	38	38	39	42	43	45					

Average (Mean) 38

Pace Speed 34-43
Number in Pace 6675
Percent in Pace 76.3

City of Sachse

5560 Highway 78
Sachse, Texas 75048

location: Dewitt Rd between
Scott Dr & Creekside Dr
duration of test: 48 hrs
date of test: 7/10/13-7/11/13
COMBINED

Site Code: 00054
Station ID:

Latitude: 0' 0.000 Undefined

Report for Report From 07/10/2013 to 07/11/2013 11:59:59 PM

CLASS STATISTICS - Modified Scheme F

Class	Bikes	Cars & Trailers	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi	No Class
Count	80	12665	3959	24	531	19	0	98	15	1	1	0	0	9
Percent	0.5	72.8	22.8	0.1	3.1	0.1	0.0	0.6	0.1	0.0	0.0	0.0	0.0	0.1

COMBINED GAP STATISTICS - 2 To 26+ by 2 Seconds

Seconds	2	4	6	8	10	12	14	16	18	20	22	24	26	28
Count	4880	3401	2338	1583	1113	794	599	451	338	300	227	178	169	1029
Percent	28.0	19.5	13.4	9.1	6.4	4.6	3.4	2.6	1.9	1.7	1.3	1.0	1.0	5.9

SPEED STATISTICS - 15 to 70+ by 5 MPH

Speed in MPH	1 - 15	16 - 20	21 - 25	26 - 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 999
Count	7	50	320	866	2938	8036	4443	666	70	5	1	0	0	0
Percent	0.0	0.3	1.8	5.0	16.9	46.2	25.5	3.8	0.4	0.0	0.0	0.0	0.0	0.0
Over Speed	15	20	25	30	35	40	45	50	55	60	65	70	75	999
Count	17395	17345	17025	16159	13221	5185	742	76	6	1	0	0	0	0
Percent	100.0	99.7	97.8	92.9	76.0	29.8	4.3	0.4	0.0	0.0	0.0	0.0	0.0	0.0
Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%					
Speed	29	32	34	38	38	39	42	43	45					

Average (Mean) 38

Pace Speed 34-43
Number in Pace 13290
Percent in Pace 76.4



ENGINEERING

To: Billy George, P.E.

From: Greg A. Peters, P.E.

CC: file

Date: October 4, 2013

Re: ENGINEERING INVESTIGATION: SPEED LIMIT ON 5TH STREET, DEWITT ROAD, AND MCCREARY ROAD

The City Engineer investigated vehicular traffic movement in and around the minor arterial roadway comprised of 5th Street, Dewitt Road, and McCreary Road from State Highway 78 to the north City Limit.

City Staff placed a traffic counting device in two locations along the corridor from June 27th, 2013 to June 28th, 2013, and from July 10th, 2013 to July 11th, 2013. The traffic counts showed an 85th percentile speed of 38 miles per hour on 5th Street near Floyd, and 42-43 miles per hour on Dewitt Road near Creekside Drive. The current speed limit is 40 miles per hour on 5th Street, and 35 miles per hour on Dewitt and McCreary Roads. Additional findings include:

- 1) 5th Street and Dewitt Road consists of a four-lane concrete roadway in an urbanized area from State Highway 78 to Ranch Road. North of Ranch Road, McCreary Road is currently a two lane concrete road.
- 2) The 85% speed for traffic count location 1 (near 5th and Floyd) was 38 miles per hour. The existing speed limit in this section of the road is 40 mph. The speed and volume data gathered is included as Exhibit "B", attached.
- 3) The 85% speed for traffic count location 2 (near Dewitt and Scott) fluctuated between 42 and 43 mph. The speed and volume data gathered is included as Exhibit "C", attached.
- 4) The segment of the road with the highest number of driveways (south of Ingram Road) is already 40 mph.
- 5) The roadway geometry is generally flat and straight, with a large diameter curve near State Highway 78, and minor curves north of Ranch Road.
- 6) Removing speed fluctuations and changing the speed limit to 40 mph for the entire segment of roadway will create a more consistent environment for motorists.

Staff also met with the internal Transportation Committee, consisting of city staff from Police, Fire, Community Development, Public Works, and the Engineering Department. The Transportation Committee agreed unanimously that a consistent speed limit in the corridor is needed.

Staff recommends changing the maximum lawful prima facie speed limit for 5th Street, Dewitt Road, and McCreary Road to 40 miles per hour.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 9 TITLES “TRAFFIC REGULATIONS” BY AMENDING SECTION 9-4 TITLED “SPEED LIMITS” TO AMEND THE MAXIMUM PRIMA FACIE SPEED LIMIT FOR 5TH STREET, DEWITT ROAD, AND MCCREARY ROAD; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED (\$200.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 545.356 of the Transportation Code provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the city, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway ; and

WHEREAS, the City Council of the City of Sachse, Texas, upon the basis of an engineering and traffic investigation finds it necessary to alter prima facie maximum speed limits established by Section 545.356 of the Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe, and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof; and,

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

SECTION 1. That Chapter 9 “Traffic Regulations” of the City of Sachse Code of Ordinances be, and the same is hereby amended by amending Section 9-4 “Speed Limits” to read as follows:

“Chapter 9

TRAFFIC REGULATIONS

...

Sec. 9-4 Speed Limits.

...

B. Special speed zones. Pursuant to subsection A(3) above, the following streets, or portions thereof, are designated as special speed zones. A person commits an offense if he or she drives a vehicle in a special speed zone at a speed greater than is reasonable and prudent under the circumstances then existing. Except when a special hazard exists that requires lower speeds for compliance with the preceding sentence, the limits specified in this subsection shall be lawful, but any speed in excess of the limits specified in this subsection shall be prima facie evidence that the speed is not reasonable or prudent and that it is unlawful:

...

(14) 5th Street:

Northbound from State Highway 78 to Dewitt Road to be 40 mph

Southbound from Dewitt Road to State Highway 78 to be 40 mph

(15) Dewitt Road:

Northbound from 5th Street to Ranch Road to be 40 mph

Southbound from Ranch Road to 5th Street to be 40 mph

(16) McCreary Road:

Northbound from Ranch Road to the north City Limit to be 40 mph

Southbound from the north City Limit to Ranch Road to be 40 mph

...

SECTION 2. That any provisions of the ordinances of the City of Sachse in conflict with the provisions of this ordinance be and the same are hereby repealed and any provisions not so in conflict shall remain in force and effect.

SECTION 3. 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 4. That should any sentence, article, paragraph, subdivision, clause, phrase, or section of this ordinance be adjudged invalid or held unconstitutional for any reason, such

judgment or holding shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid or unconstitutional.

SECTION 5. 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 Code of Ordinances of the City of Sachse, as heretofore amended, and upon conviction shall be punished by fine not to exceed the sum of two hundred dollars (\$200.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 6. This ordinance shall take effect immediately from and after its passage, and publication of the caption, as the law and charter in such cases provide.

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

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

DULY ENROLLED:

Terry Smith, City Secretary



Legislation Details (With Text)

File #: 13-1818 **Version:** 1 **Name:** Discuss the Sachse Industrial Park, 5th/Dewitt Road and SH 78 street lighting projects

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

File created: 10/3/2013 **In control:** City Council

On agenda: 10/7/2013 **Final action:**

Title: Discuss roadway lighting projects for 5th Street & Dewitt Road, State Highway 78, and the Sachse Industrial Park

Executive Summary

The City's Capital Improvement Plan (CIP) includes funds budgeted for installing street lights in the Sachse Industrial Park, along 5th Street and Dewitt Road from SH 78 to Ranch Road, and along State Highway 78 from Murphy Road to 5th Street. This item will provide the City Council with an update on the projects and request feedback from Council on lighting options for each project.

Sponsors:

Indexes:

Code sections:

- Attachments:** [ROADWAY LIGHTING PROJECTS PRESENTATION PDF](#)
[INDUSTRIAL PARK LIGHTING PRELIMINARY LAYOUT PDF](#)
[5TH STREET LIGHTING PRELIMINARY LAYOUT PDF](#)
[SH 78 LIGHTING PRELIMINARY LAYOUT PDF](#)

Date	Ver.	Action By	Action	Result
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Title

Discuss roadway lighting projects for 5th Street & Dewitt Road, State Highway 78, and the Sachse Industrial Park

Executive Summary

The City's Capital Improvement Plan (CIP) includes funds budgeted for installing street lights in the Sachse Industrial Park, along 5th Street and Dewitt Road from SH 78 to Ranch Road, and along State Highway 78 from Murphy Road to 5th Street. This item will provide the City Council with an update on the projects and request feedback from Council on lighting options for each project.

Background

The 2011-2012 Capital Improvement Plan (CIP) included the following street lighting projects:

- 1) Industrial Park
- 2) 5th Street / Dewitt Road from SH 78 to Ranch Road
- 3) SH 78 from Murphy Road to 5th Street

City staff has been working with a consulting engineer to provide preliminary and final

electrical engineering design for each project. The preliminary design has been completed. City staff is currently working with the consultant on the early stages of final design for each project.

At this time, city staff is seeking feedback on the lighting options for each project, so that the consultant may move forward with the engineering plans and construction documents.

Sachse Industrial Park

- Attachment 2 is the preliminary layout for the Sachse Industrial Park project
- existing light poles and fixtures being stored at Public Works will be used for the project
- an LED conversion kit will be installed in each fixture, replacing the metal halide system

5th Street & Dewitt Road:

- Attachment 3 is the preliminary layout for the 5th Street / Dewitt Road project
- The 5th Street / Dewitt Road lighting project has two lighting options, each with strengths and weaknesses
 - A. new LED fixtures, selected to match the fixtures on Bunker Hill Road
 - B. Re-use existing poles and fixtures with LED conversion kits

State Highway 78:

- Attachment 4 is the preliminary layout for the SH 78 project
- The SH 78 lighting project has 3 options, each with strengths and weaknesses
 - A. Single-light fixtures on each side of the highway
 - B. Double-light fixtures in the highway median
 - C. Light fixtures only at and around intersections

Policy Considerations

None.

Budgetary Considerations

The CIP included the following funding:

- \$200,000 from RCC funds for the installation of the Industrial Park light project
- \$310,000 from the 2006 Transportation Bond funds for the installation of the 5th Street / Dewitt Road street light project
- \$350,000 from RCC funds for the installation of the SH 78 street light project

The City plans to finalize the plans and specifications and bid the project in early 2014. Construction is anticipated to follow shortly after receiving bids.

Staff Recommendations

Staff recommends the City Council discuss and provide feedback on the street lighting projects for the Sachse Industrial Park, 5th Street / Dewitt Road, and State Highway 78. No

action is necessary for this item.

Sachse City Council
October 7, 2013

ROADWAY LIGHTING PROJECTS

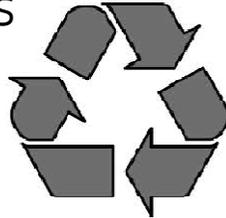


OVERVIEW

- INDUSTRIAL PARK LIGHTING
- 5TH/DEWITT LIGHTING
- STATE HIGHWAY 78 LIGHTING

INDUSTRIAL PARK LIGHTING

■ LIGHT FIXTURES



INDUSTRIAL PARK LIGHTING

■ LED CONVERSION

- SIMPLE DROP-IN LED SYSTEM COMPATIBLE WITH OUR EXISTING FIXTURES
- LESS EXPENSIVE THAN PURCHASING ALL NEW FIXTURES



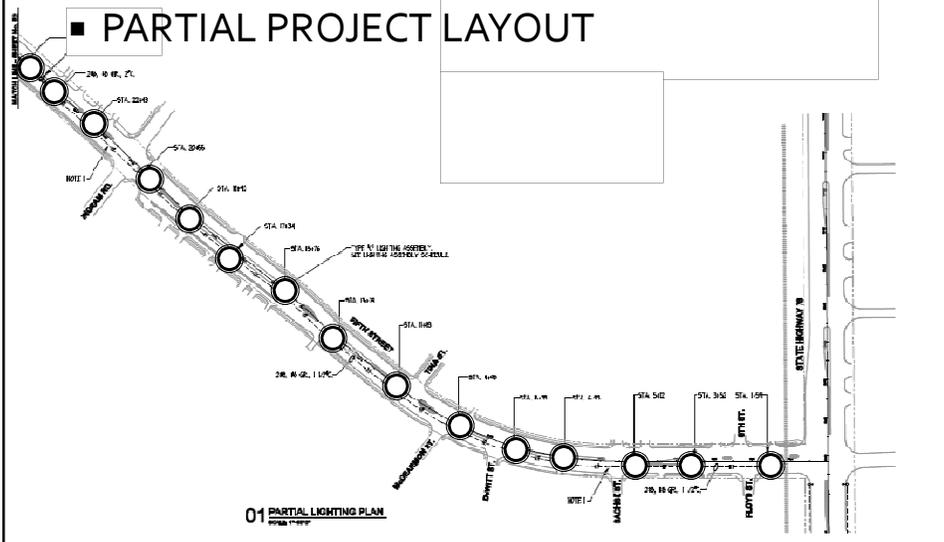
5TH & DEWITT LIGHTING

- PROJECT GOAL: PROVIDE ROAD LIGHTING ON 5TH STREET AND DEWITT ROAD FROM SH 78 TO RANCH ROAD

- OPTIONS:
 - A – INSTALL NEW LED LIGHT FIXTURES IN THE MEDIANS
 - B – RE-USE EXISTING 2-LIGHT FIXTURES WITH LED CONVERSION

5TH & DEWITT LIGHTING

▪ PARTIAL PROJECT LAYOUT



5TH & DEWITT LIGHTING

- **OPTION A – NEW LED FIXTURES**
 - LIGHT FIXTURES WILL BE SELECTED TO MATCH BUNKER HILL ROAD LIGHTING
 - LIGHTS ARE DOWNCAST
 - SPACING ~ 200 FEET ALONG THE ROADWAY

5TH & DEWITT LIGHTING

- **OPTION B – EXISTING FIXTURES WITH LED CONVERSION**
 - LIGHT FIXTURES ARE 2-ARM FIXTURES SAVED FROM THE WIDENING OF SH 78
 - FIXTURES WOULD UTILIZE THE SAME LED CONVERSION AS THE INDUSTRIAL PARK LIGHTS
 - LIGHTS ARE NOT DOWNCAST
 - SPACING ~ 200 FEET ALONG THE ROADWAY
 - LESS EXPENSIVE THAN OPTION A

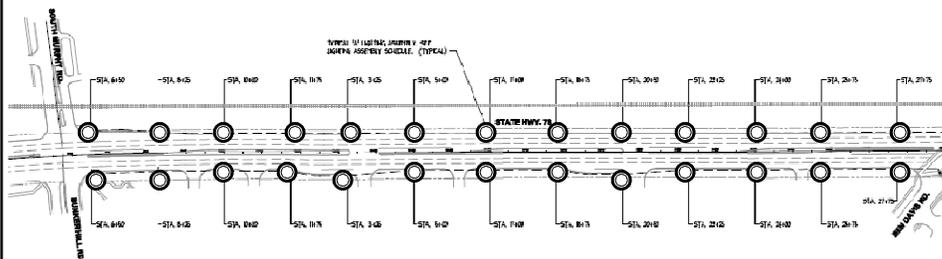
STATE HIGHWAY 78 LIGHTING

- PROJECT GOAL: PROVIDE NEW LED HIGHWAY LIGHTING ON STATE HIGHWAY 78 FROM MURPHY ROAD TO RANCH ROAD

- OPTIONS:
 - A – INSTALL NEW LED LIGHT FIXTURES ON EACH SIDE OF THE HIGHWAY
 - B – INSTALL NEW LED LIGHT FIXTURES IN THE MEDIANS
 - C – INSTALL NEW LED LIGHT FIXTURES AT AND AROUND INTERSECTIONS ON SH 78

STATE HIGHWAY 78 LIGHTING

- PARTIAL PROJECT LAYOUT (OPTION A)



STATE HIGHWAY 78 LIGHTING

- **OPTION A – LIGHT FIXTURES ON EACH SIDE OF THE HIGHWAY**
 - LIGHT FIXTURES WILL BE SELECTED TO MATCH THE BUNKER HILL ROAD LIGHTING
 - LIGHT FIXTURES WILL BE SPACED ~200 FEET APART
 - PROVIDES LIGHTING FOR FULL WIDTH OF THE HIGHWAY
 - POLES CAN BE AS CLOSE AS 3- FEET TO THE CONCRETE CURB
 - PREFERRED BY TXDOT

STATE HIGHWAY 78 LIGHTING

- **OPTION B – LIGHT FIXTURES IN THE HIGHWAY MEDIAN**
 - LIGHT FIXTURES WILL BE SELECTED TO MATCH THE BUNKER HILL ROAD LIGHTING
 - HALF AS MANY LIGHTS ARE NEEDED FOR THE FULL LENGTH OF THE HIGHWAY
 - DOES NOT ILLUMINATE THE FULL WIDTH OF THE ROADWAY
 - POLES CAN BE AS CLOSE AS 3- FEET TO THE CONCRETE CURB
 - TXDOT DOES NOT PREFER LIGHT POLES IN THE MEDIAN

STATE HIGHWAY 78 LIGHTING

- OPTION C –LIGHT FIXTURES AT AND AROUND ROAD INTERSECTIONS ON SH 78
 - LIGHT FIXTURES WILL BE SELECTED TO MATCH THE BUNKER HILL ROAD LIGHTING
 - COULD POTENTIALLY ILLUMINATE ALL SH 78 INTERSECTIONS
 - WILL NOT ILLUMINATE THE FULL LENGTH OF SH 78
 - THE LAYOUT WOULD VARY DEPENDING UPON EXISTING LIGHT FIXTURES AT THE INTERSECTIONS

DISCUSSION





ELECTRICAL LEGEND

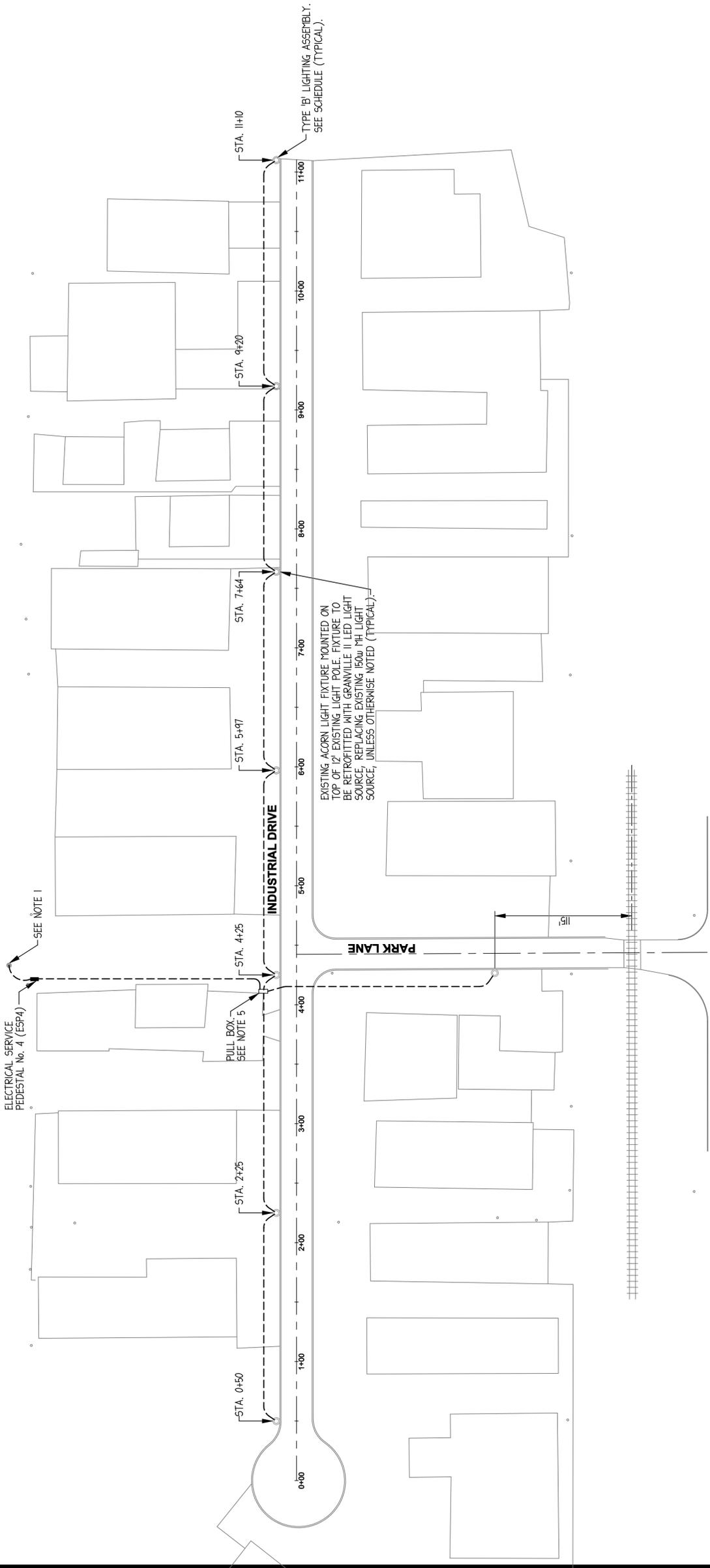
- CONDUIT ROUTED BELOW GRADE
- ⊕ GROUND PER NATIONAL ELECTRICAL CODE
- A AMPERE
- C CONDUIT
- GR GROUND
- P POLE

NOTES:

1. EXISTING POWER COMPANY POWER POLE. VERIFY EXACT IN THE FIELD. SEE DETAIL 2 ON SHEET No. E2.
2. SEE DETAIL 2 ON SHEET No. E2 FOR ELECTRICAL SERVICE PEDESTAL DETAILS.
3. SAW CUT EXISTING PAVEMENT WHERE CONDUIT IS SHOWN ROUTED BELOW EXISTING PAVEMENT. THOROUGHLY BACKFILL AND TAMP. TRENCH AFTER CONDUIT IS INSTALLED. RESTORE AND REPAIR EXISTING PAVEMENT TO IT'S ORIGINAL CONDITION.
4. ALL CONDUIT SHALL BE ROUTED 1'-6" MINIMUM BELOW TOP OF FINISHED GRADE EXCEPT WHERE ROUTED BELOW VEHICULAR TRAFFIC. ALL CONDUIT ROUTED BELOW VEHICULAR TRAFFIC SHALL BE 3'-0" MINIMUM BELOW TOP OF FINISHED GRADE.
5. INSTALL PULL BOX SO THAT COVER IS FLUSH WITH TOP OF FINISHED GRADE. THOROUGHLY COMPACT BACKFILL AROUND AND BELOW PULL BOX TO PREVENT SHIFTING DUE TO SOIL EROSION. SEE TxDOT DETAIL ED-3.

GENERAL NOTE:

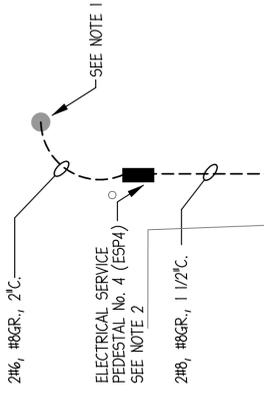
1. CONTRACTOR SHALL UTILIZE THE DETAILS PROVIDED IN TxDOT ELECTRICAL DETAILS ED-3 FOR SCHEDULE 40 PVC CONDUIT (BORED) AND FOR GROUND RODS AND GROUND BOXES.



01 PARTIAL LIGHTING PLAN
SCALE: 1"=50'-0"

LIGHT FIXTURE SCHEDULE NOTES:

1. INSTALL COMPLETE LIGHTING ASSEMBLY WHERE SHOWN ON DRAWINGS AND IN ACCORDANCE WITH DETAIL 1 ON DRAWING E3.
2. PROVIDE AND INSTALL HOUSE SIDE SHIELD.
3. INCLUDE HOUSE SIDE SHIELD WITH NEW LED RETROFITTING.
4. PROVIDE 34 NEW POST-TOP LED LIGHT FIXTURES AND 22 NEW LIGHT POLES AS SHOWN IN SCHEDULE. SOME NEW POST-TOP LED LIGHT FIXTURES WILL BE MOUNTED ON EXISTING LIGHT POLES. COORDINATE WITH GARY ALEXANDER, CITY OF SACHSE, 469.429.4789.



02 ELECTRICAL SERVICE PEDESTAL (ESP4)
SCALE: 1"=50'-0"

LIGHT FIXTURE SCHEDULE			
TYPE	DESCRIPTION	VOLTS	NOTES
A	135 WATTS NOMINAL, LED ROADWAY LIGHTING FIXTURE. IP66 RATED LED LIGHT ENGINE, 0 RATED AT 100,000 HOURS AT 20 DEGREES C, ZERO PERCENT UPLIGHT, DIE CAST ALUMINUM, POLYESTER POWDER COATED HOUSING, CATEGORY C LEVEL SURGE PROTECTION, IEEE/ANSI C62.4H, AEL AUTOBAHN SERIES ATB2 60 BLEDE 53 60B CHFS, 5/2 TIA DRIVER 240 R3 OR APPROVED EQUAL.	120	FIXTURE AND 30" ROUND TAPERED ALUMINUM POLE TO BE GRAY. PROVIDE PAST ARM AND BASE COVER, HOLOPHANE No. RTA 3080E PL ND GR2, No. 1209-H MOUNTING ARM. SEE NOTE 1.
B	EXISTING POST-TOP LIGHT FIXTURE AND POLE. CONTACT GARY ALEXANDER, CITY OF SACHSE, 469.429.4789 FOR COORDINATION OF EXISTING POST-TOP LIGHT FIXTURES AND POLES WITH WORK.	120	RETROFIT EXISTING POST-TOP LIGHT FIXTURE WITH NEW LED LIGHT SOURCE. GRANVILLE LED II RETROFIT, 800M, 400 TIA DRIVER, 5000 SERIES CCT, AUTO-SENSING (120-277V), LEAF STYLE-STANDARD, UNFINISHED, ASYMMETRIC TYPE III DISTRIBUTION. SEE NOTES 1 & 3.
C	EXISTING DOUBLE ARM, LIGHT POLE WITH TWIN LIGHT FIXTURES. CONTACT GARY ALEXANDER, CITY OF SACHSE, 469.429.4789 FOR COORDINATION OF EXISTING LIGHT FIXTURES AND POLES WITH WORK.	120	RETROFIT EXISTING TWIN LIGHT FIXTURE WITH NEW LED SOURCES, GRANVILLE LED II RETROFIT, 800M, 400 TIA DRIVER, 5000 SERIES CCT, AUTO-SENSING (120-277V), ASYMMETRIC TYPE IV DISTRIBUTION. SEE NOTE 1.

Revisions	No.	Date	Item

Date	September 18, 2013
Scale	
Drawn	LDR
Checked	WBS
Project No.	

GERARD & ASSOCIATES CONSULTING ENGINEERS
Mechanical Electrical Plumbing Systems Design
434 W. Kiest Boulevard
Suite 260B, Dallas, TX 75224
PH: 214.375.9700
FAX: 214.375.9725

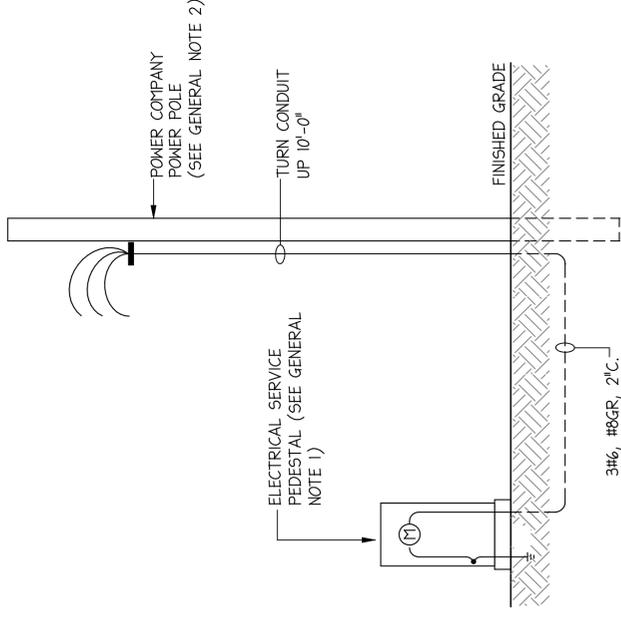
City of Sachse
INDUSTRIAL PARK
CITY OF SACHSE
SACHSE, TEXAS

Sheet No. **E1**
LIGHTING PLAN

GENERAL NOTES:

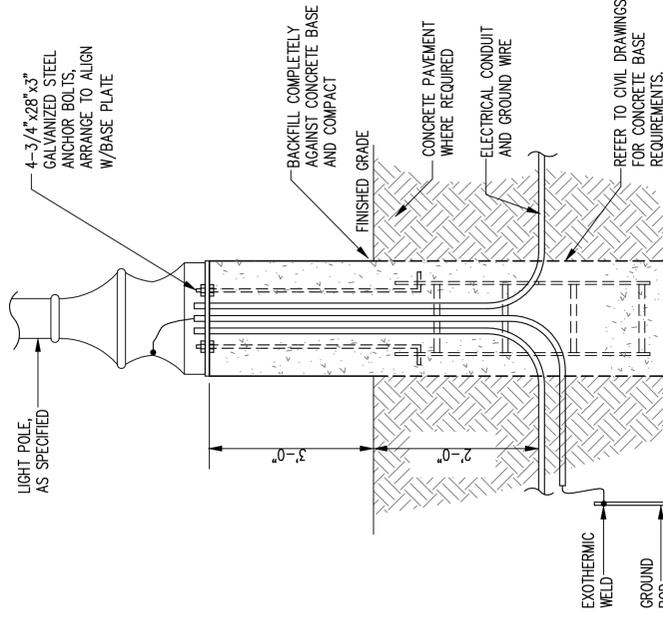
1. CONTRACTOR SHALL UTILIZE THE DETAILS PROVIDED IN TxDOT ELECTRICAL DETAILS ED-5 AND ED-8 FOR ELECTRICAL SERVICE PEDESTAL, SCHEMATIC TYPE D.
2. CONTRACTOR SHALL UTILIZE THE DETAILS PROVIDED IN TxDOT ELECTRICAL DETAIL ED-4 FOR OVERHEAD SERVICE.

ESP4		120/240 VOLTS	SINGLE PHASE	10,000 AIC
60 AMP MCB				
CIRCUIT No.	CIRCUIT BREAKER	LOAD (WATTS)	NOTES:	
	AMPS	POLES		
1	20	2	640	2#8, #8 GR., 1 1/2" C.



- NOTES:
1. COORDINATED EXACT LOCATION OF ELECTRICAL SERVICE PEDESTAL WITH ONCOR ELECTRIC DELIVERY.
 2. INSTALL ELECTRICAL SERVICE CONDUIT PER THE REQUIREMENTS OF ONCOR ELECTRIC DELIVERY, NATIONAL ELECTRICAL CODE AND ALL AUTHORITIES HAVING JURISDICTION.

02 TYPICAL ELECTRICAL RISER DIAGRAM
NOT TO SCALE



01 LIGHT POLE FOUNDATION
NOT TO SCALE

No.	Date	Item

Date: September 18, 2013
 Scale: 1"=100'
 Drawn: LDR
 Checked: WBS
 Project No.:

This document is for interim review and not for construction, bidding or permit purposes.
 Walker S. Gerard, P.E., Tx Reg. # 52704

Consultant: **GERARD & ASSOCIATES CONSULTING ENGINEERS**
 Mechanical Electrical Plumbing Systems Design
 434 W. Kiest Boulevard
 Suite 260B, Dallas, TX 75224
 PH: 214.375.9700
 FAX: 214.375.9725



PROJECT LOCATION
INDUSTRIAL PARK
CITY OF SACHSE
SACHSE, TEXAS

ELECTRICAL DETAILS

Sheet No.

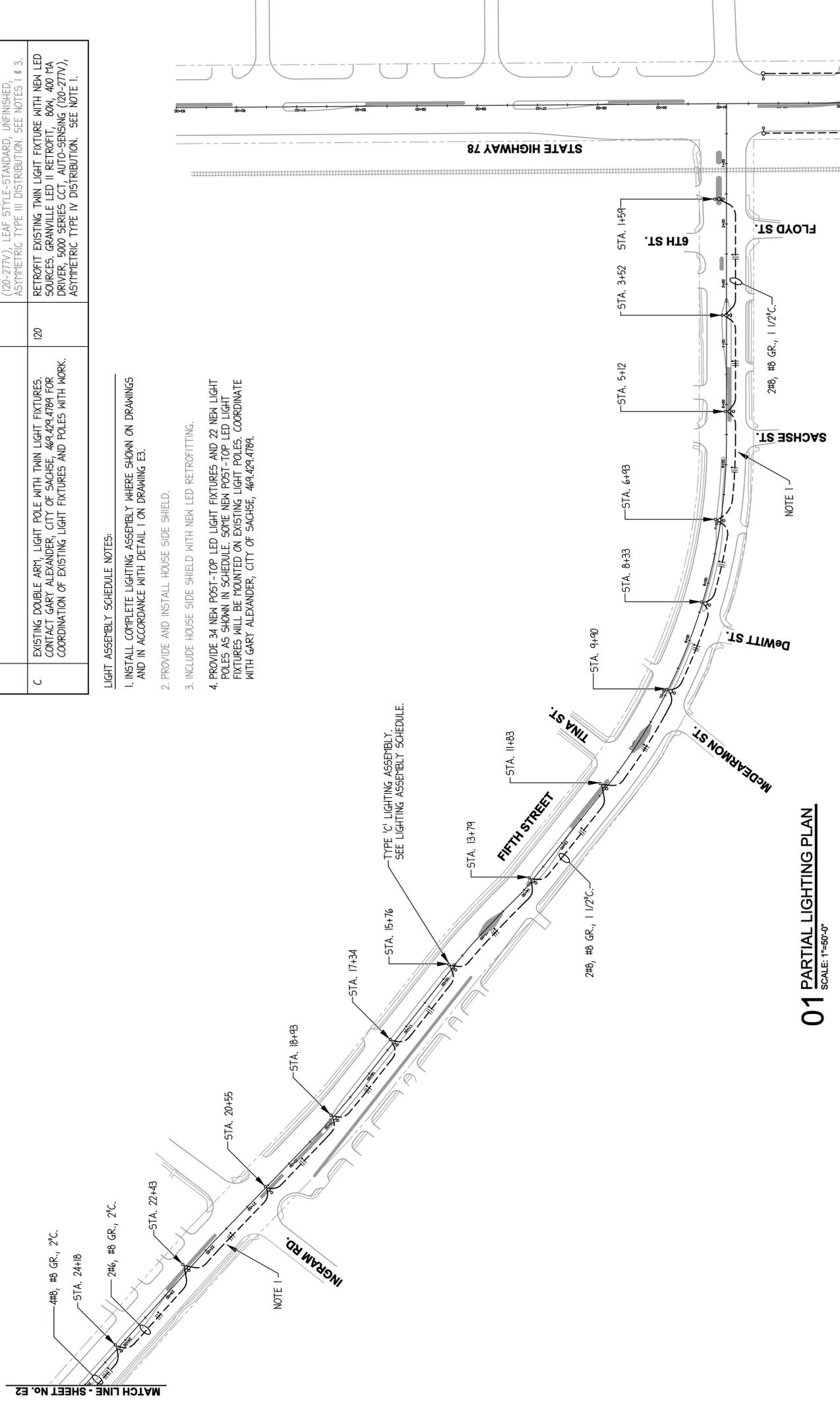
E2

LIGHT ASSEMBLY SCHEDULE

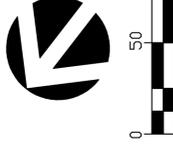
TYPE	DESCRIPTION	VOLTS	NOTES
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B	EXISTING POST-TOP LIGHT FIXTURE AND POLE. CONTACT GARY ALEXANDER, CITY OF SACHSE, 464.429.4789 FOR COORDINATION OF EXISTING POST-TOP LIGHT FIXTURES AND POLES WITH WORK.	120	RETROFIT EXISTING POST-TOP LIGHT FIXTURE WITH NEW LED LIGHT SOURCE. GRANVILLE LED II RETROFIT, 80W, 400 MA DRIVER, 5000 SERIES CCT, AUTO-SENSING (20-277V), LEAF STYLE-STANDARD, UNFINISHED, ASYMMETRIC TYPE III DISTRIBUTION. SEE NOTES 1 & 3.
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LIGHT ASSEMBLY SCHEDULE NOTES:

- INSTALL COMPLETE LIGHTING ASSEMBLY WHERE SHOWN ON DRAWINGS AND IN ACCORDANCE WITH DETAIL 1 ON DRAWING E3.
- PROVIDE AND INSTALL HOUSE SIDE SHIELD.
- INCLUDE HOUSE SIDE SHIELD WITH NEW LED RETROFITTING.
- PROVIDE 34 NEW POST-TOP LED LIGHT FIXTURES AND 22 NEW LIGHT POLES AS SHOWN IN SCHEDULE. SOME NEW POST-TOP LED LIGHT FIXTURES WILL BE MOUNTED ON EXISTING LIGHT POLES. COORDINATE WITH GARY ALEXANDER, CITY OF SACHSE, 464.429.4789.



01 PARTIAL LIGHTING PLAN
SCALE: 1"=50'-0"



ELECTRICAL LEGEND

- CONDUIT ROUTED BELOW GRADE
- HOT & GROUND
- GROUND PER NATIONAL ELECTRICAL CODE
- A AMPERE
- C CONDUIT
- GR GROUND
- P POLE

NOTES:

- DIRECTLY BORE BELOW EXISTING PAVEMENT AND INSTALL 4" GALVANIZED RIGID STEEL CONDUIT SLEEVE FOR ROUTING OF CONDUIT. TYPICAL WHEREVER CONDUIT IS SHOWN ROUTED BELOW EXISTING PAVEMENT.
- ALL CONDUIT SHALL BE ROUTED 1'-6" MINIMUM BELOW TOP OF FINISHED GRADE EXCEPT WHERE ROUTED BELOW VEHICULAR TRAFFIC. ALL CONDUIT ROUTED BELOW VEHICULAR TRAFFIC SHALL BE 3'-0" MINIMUM BELOW TOP OF FINISHED GRADE.

GENERAL NOTE:

- CONTRACTOR SHALL UTILIZE THE DETAILS PROVIDED IN TxDOT ELECTRICAL DETAILS ED-3 FOR SCHEDULE 40 PVC CONDUIT (BORED) AND FOR GROUND RODS AND GROUND BOXES.

No.	Date	Item

Date	September 18, 2013
Scale	1"=100'
Drawn	LDR
Checked	WBS
Project No.	

This document is for interim review and not for construction, bidding or permit purposes.
Walker S. Gerard, P.E., Tx Reg. # 52704

GERARD & ASSOCIATES
CONSULTING ENGINEERS
Mechanical Electrical Plumbing
Systems Design

434 W. Kiest Boulevard
Suite 260B, Dallas, TX 75224
PH: 214.375.9700
FAX: 214.375.9725



PROJECT LOCATION
FIFTH STREET
FROM S. H. 78 TO RANCH RD.
CITY OF SACHSE
SACHSE, TEXAS

Sheet No.

**LIGHTING PLAN
SHEET 1 OF 2**

E1

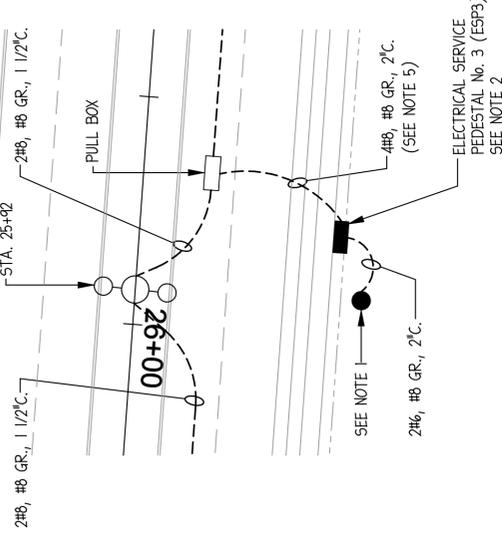


NOTES:

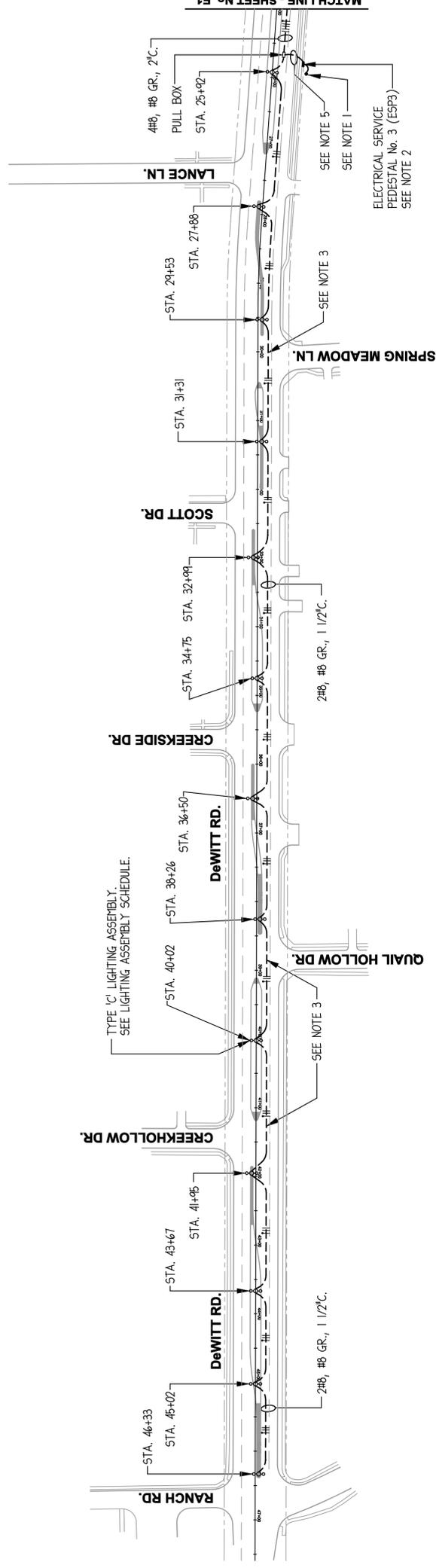
1. EXISTING POWER COMPANY POWER POLE. VERIFY EXACT LOCATION IN THE FIELD. SEE DETAIL 2 ON SHEET No. E3.
2. SEE DETAIL 2 ON SHEET No. E3 FOR ELECTRICAL SERVICE PEDESTAL DETAILS.
3. DIRECTLY BORE BELOW EXISTING PAVEMENT AND INSTALL 4" GALVANIZED RIGID STEEL CONDUIT SLEEVE FOR ROUTING ELECTRICAL CONDUIT. TYPICAL WHEREVER CONDUIT IS SHOWN ROUTED BELOW EXISTING PAVEMENT UNLESS OTHERWISE SHOWN.
4. ALL CONDUIT SHALL BE ROUTED 1'-6" MINIMUM BELOW TOP OF FINISHED GRADE EXCEPT WHERE ROUTED BELOW VEHICULAR TRAFFIC. ALL CONDUIT ROUTED BELOW VEHICULAR TRAFFIC SHALL BE 3'-0" MINIMUM BELOW TOP OF FINISHED GRADE.
5. SAW CUT EXISTING PAVEMENT WHERE CONDUIT IS SHOWN ROUTED BELOW EXISTING PAVEMENT. THOROUGHLY BACKFILL AND TAMP TRENCH AFTER CONDUIT IS INSTALLED. RESTORE AND REPAIR EXISTING PAVEMENT TO IT'S ORIGINAL CONDITION.

GENERAL NOTE:

1. CONTRACTOR SHALL UTILIZE THE DETAILS PROVIDED IN TxDOT ELECTRICAL DETAILS ED-3 FOR SCHEDULE 40 PVC CONDUIT (BORED) AND FOR GROUND RODS AND GROUND BOXES.



02 ELECTRICAL SERVICE PEDESTAL No. 3
SCALE: 1"=20'-0"



01 PARTIAL LIGHTING PLAN
SCALE: 1"=60'-0"

Revisions	No.	Date	Item

Date	September 18, 2013
Scale	1"=100'
Drawn	LDR
Checked	WBS
Project No.	

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Walker S. Gerard, P.E., Tx Reg. # 52704

Consultant

Owner

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Systems Design

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FAX: 214.375.9725

PROJECT LOCATION

FIFTH STREET
FROM S. H. 78 TO RANCH RD.
CITY OF SACHSE
SACHSE, TEXAS

Sheet Title

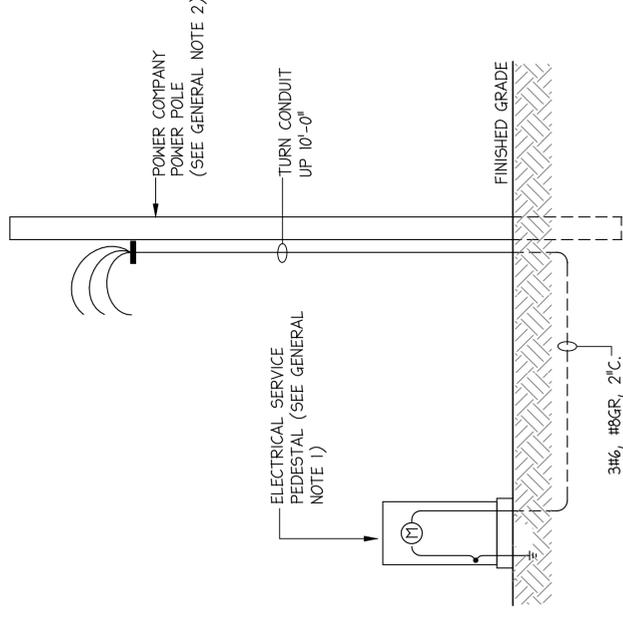
LIGHTING PLAN
SHEET 2 OF 2

Sheet No.

E2

GENERAL NOTES:

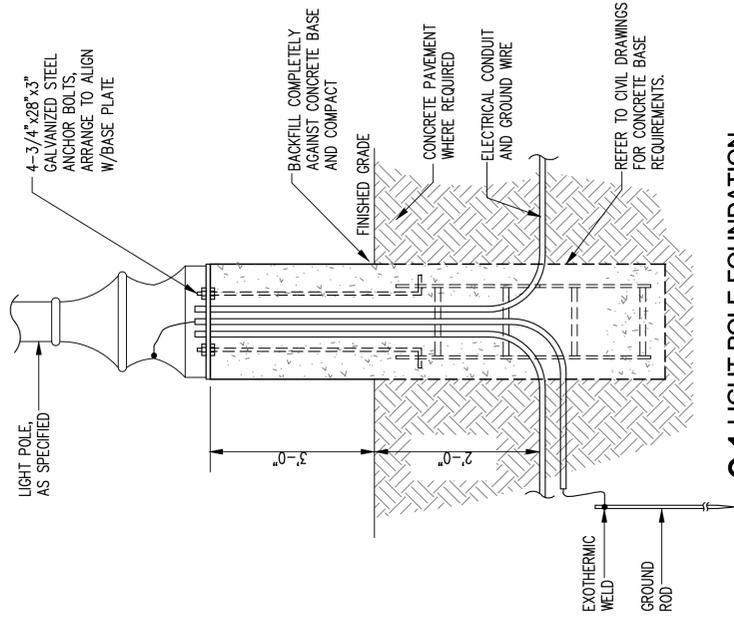
1. CONTRACTOR SHALL UTILIZE THE DETAILS PROVIDED IN TxDOT ELECTRICAL DETAILS ED-5 AND ED-8 FOR ELECTRICAL SERVICE PEDESTAL, SCHEMATIC TYPE D.
2. CONTRACTOR SHALL UTILIZE THE DETAILS PROVIDED IN TxDOT ELECTRICAL DETAIL ED-4 FOR OVERHEAD SERVICE.



NOTES:

1. COORDINATED EXACT LOCATION OF ELECTRICAL SERVICE PEDESTAL WITH ONCOR ELECTRIC DELIVERY.
2. INSTALL ELECTRICAL SERVICE CONDUIT PER THE REQUIREMENTS OF ONCOR ELECTRIC DELIVERY, NATIONAL ELECTRICAL CODE AND ALL AUTHORITIES HAVING JURISDICTION.

02 TYPICAL ELECTRICAL RISER DIAGRAM
NOT TO SCALE



01 LIGHT POLE FOUNDATION
NOT TO SCALE

ESP3		60 AMP MCB	120/240 VOLTS	SINGLE PHASE	10,000 AC
CIRCUIT No.		CIRCUIT BREAKER AMPS	POLES	LOAD (WATTS)	NOTES:
1		20	2	2,000	2#6, #8 GR, 1 1/2" C.
2		20	2	2,240	2#6, #8 GR, 1 1/2" C.

Revisions

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PROJECT LOCATION

**FIFTH STREET
FROM S. H. 78 TO RANCH RD.
CITY OF SACHSE
SACHSE, TEXAS**

Sheet Title

ELECTRICAL DETAILS

Sheet No.

E3

LIGHT FIXTURE SCHEDULE

TYPE	DESCRIPTION	VOLTS	NOTES
A	135 WATTS NOMINAL, LED ROADWAY LIGHTING FIXTURE, IP66 RATED LED LIGHT ENGINE, 0 RATED AT 100,000 HOURS AT 20 DEGREES C, ZERO PERCENT UPLIGHT, DIE CAST ALUMINUM, POLYESTER POWDER COATED HOUSING, CATEGORY C LEVEL SURGE PROTECTION, IEEE/ANSI C62. 41, AEL AUTOBAHN SERIES ATB2 60 BLEDE 53 60B CHIPS, 525 MA DRIVER, 240 R3 OK APPROVED EQUAL.	120	FIXTURE AND 30' ROUND TAPERED ALUMINUM POLE TO BE GRAY. PROVIDE MAST ARM AND BASE COVER, HLOPHANE No. RTA 3080E PL ND GR2. No. 1204-H MOUNTING ART. SEE NOTE 1.
B	EXISTING POST-TOP LIGHT FIXTURE AND POLE. CONTACT GARY ALEXANDER, CITY OF SACHSE, 469.429.4789 FOR COORDINATION OF EXISTING POST-TOP LIGHT FIXTURES AND POLES WITH WORK.	120	RETROFIT EXISTING POST-TOP LIGHT FIXTURE WITH NEW LED LIGHT SOURCE. GRANVILLE LED II RETROFIT, 80W, 400 MA DRIVER, 5000 SERIES CCT, AUTO-SENSING (120-277V), LEAF STYLE-STANDARD, UNFINISHED, ASYMMETRIC TYPE III DISTRIBUTION. SEE NOTES 1 & 3.
C	EXISTING DOUBLE ARM, LIGHT POLE WITH TWIN LIGHT FIXTURES. CONTACT GARY ALEXANDER, CITY OF SACHSE, 469.429.4789 FOR COORDINATION OF EXISTING LIGHT FIXTURES AND POLES WITH WORK.	120	RETROFIT EXISTING TWIN LIGHT FIXTURE WITH NEW LED SOURCES. GRANVILLE LED II RETROFIT, 80W, 400 MA DRIVER, 5000 SERIES CCT, AUTO-SENSING (120-277V), ASYMMETRIC TYPE IV DISTRIBUTION. SEE NOTE 1.

LIGHT FIXTURE SCHEDULE NOTES:

1. INSTALL COMPLETE LIGHTING ASSEMBLY WHERE SHOWN ON DRAWINGS AND IN ACCORDANCE WITH DETAIL 1 ON DRAWING E3.
2. PROVIDE AND INSTALL HOUSE SIDE SHIELD.
3. INCLUDE HOUSE SIDE SHIELD WITH NEW LED RETROFITTING.
4. PROVIDE 34 NEW POST-TOP LED LIGHT FIXTURES AND 22 NEW LIGHT POLES AS SHOWN IN SCHEDULE. SOME NEW POST-TOP LED LIGHT FIXTURES WILL BE MOUNTED ON EXISTING LIGHT POLES. COORDINATE WITH GARY ALEXANDER, CITY OF SACHSE, 469.429.4789.

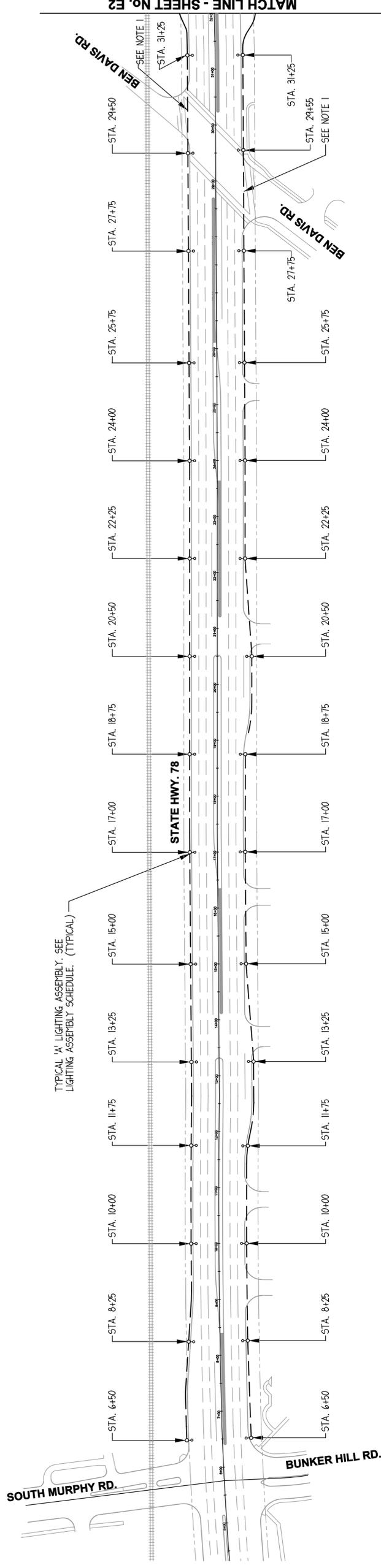
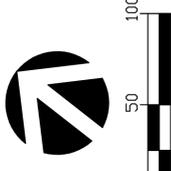
ELECTRICAL LEGEND

- CONDUIT ROUTED BELOW GRADE
- ⊕ GROUND PER NATIONAL ELECTRICAL CODE
- A AMPERE
- C CONDUIT
- GR GROUND
- P POLE

- NOTES:**
1. DIRECTLY BORE BELOW EXISTING PAVEMENT AND INSTALL 4" GALVANIZED RIGID STEEL CONDUIT SLEEVE FOR ROUTING OF CONDUIT. TYPICAL WHEREVER CONDUIT IS SHOWN ROUTED BELOW EXISTING PAVEMENT.
 2. ALL CONDUIT SHALL BE ROUTED 1'-6" MINIMUM BELOW TOP OF FINISHED GRADE EXCEPT WHERE ROUTED BELOW VEHICULAR TRAFFIC. ALL CONDUIT ROUTED BELOW VEHICULAR TRAFFIC SHALL BE 3'-0" MINIMUM BELOW TOP OF FINISHED GRADE.

GENERAL NOTE:

1. CONTRACTOR SHALL UTILIZE THE DETAILS PROVIDED IN TxDOT ELECTRICAL DETAILS ED-3 FOR SCHEDULE 40 PVC CONDUIT (BORED) AND FOR GROUND RODS AND GROUND BOXES.



01 PARTIAL LIGHTING PLAN
SCALE: 1"=50'-0"

Revisions	No.	Date	Item

Date	September 18, 2013
Scale	1"=100'
Drawn	LDR
Checked	WBS
Project No.	

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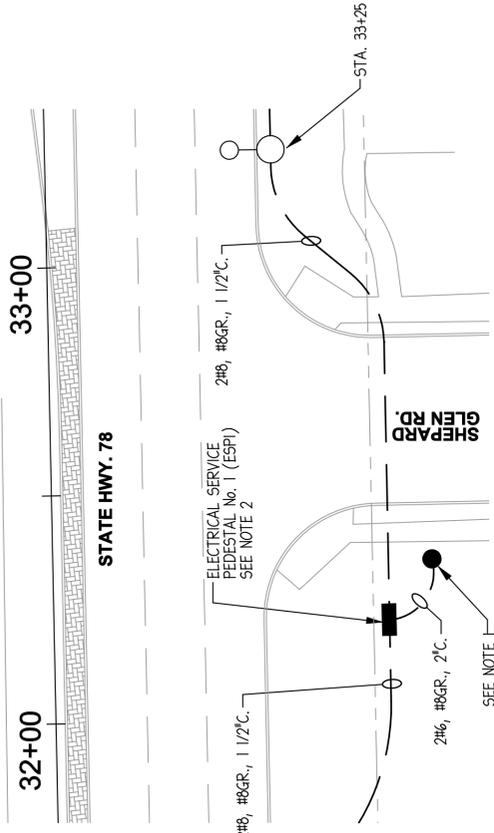
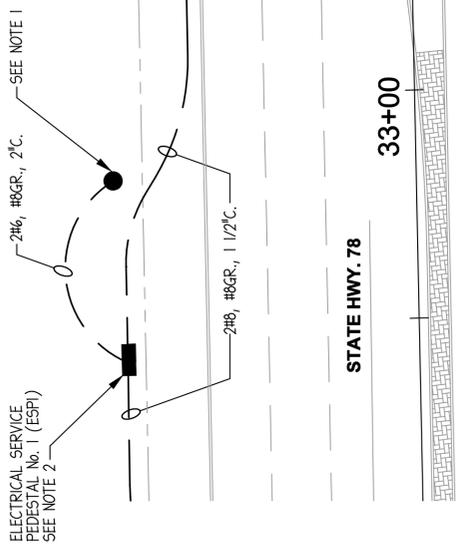
**STATE HIGHWAY 78
FROM S. MURPHY RD. TO FIFTH ST.
CITY OF SACHSE
SACHSE, TEXAS**

Sheet Title

**LIGHTING PLAN
SHEET 1 OF 2**

Sheet No.

E1



NOTES:

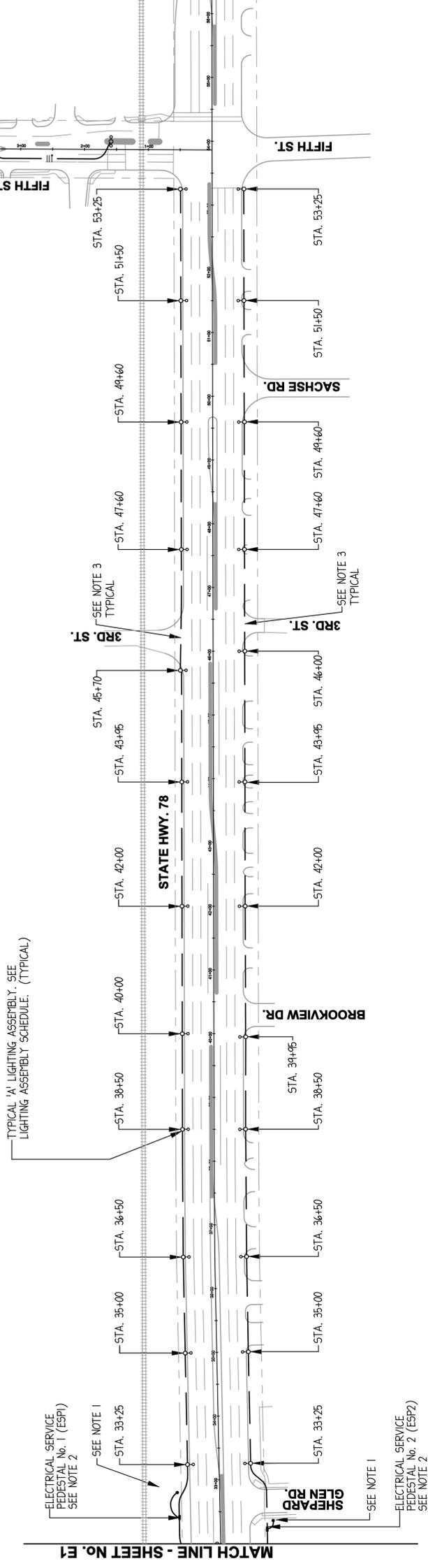
- EXISTING POWER COMPANY POWER POLE. VERIFY EXACT LOCATION IN FIELD. SEE DETAIL 2 ON DRAWING E3.
- SEE DETAILS 2 ON DRAWING E3 FOR ELECTRICAL SERVICE PEDESTAL DETAILS.
- DIRECTLY BORE BELOW EXISTING PAVEMENT AND INSTALL 4" GALVANIZED RIGID STEEL CONDUIT SLEEVE FOR ROUTING OF CONDUIT. TYPICAL WHEREVER CONDUIT IS SHOWN ROUTED BELOW EXISTING PAVEMENT.
- ALL CONDUIT SHALL BE ROUTED 1'-6" MINIMUM BELOW TOP OF FINISHED GRADE EXCEPT WHERE ROUTED BELOW VEHICULAR TRAFFIC. ALL CONDUIT ROUTED BELOW VEHICULAR TRAFFIC SHALL BE 3'-0" MINIMUM BELOW TOP OF FINISHED GRADE.

GENERAL NOTE:

- CONTRACTOR SHALL UTILIZE THE DETAILS PROVIDED IN TxDOT ELECTRICAL DETAILS ED-3 FOR SCHEDULE 40 PVC CONDUIT (BORED) AND FOR GROUND RODS AND GROUND BOXES.

02 ELECTRICAL SERVICE PEDESTAL (ESP1)
SCALE: 1"=50'-0"

03 ELECTRICAL SERVICE PEDESTAL (ESP2)
SCALE: 1"=50'-0"



01 PARTIAL LIGHTING PLAN
SCALE: 1"=50'-0"

No.	Date	Item

Date	September 18, 2013
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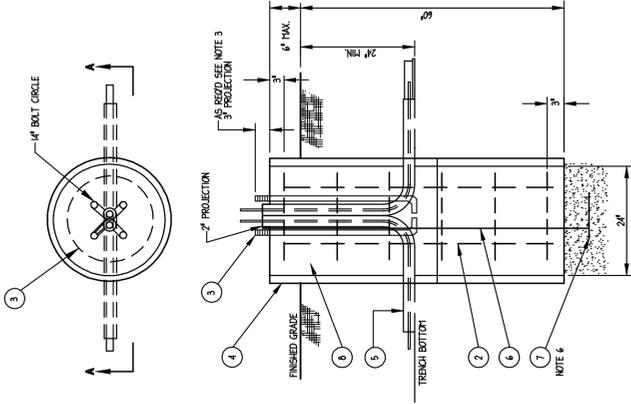
PROJECT LOCATION
STATE HIGHWAY 78
FROM S. MURPHY RD. TO FIFTH ST.
CITY OF SACHSE
SACHSE, TEXAS

GENERAL NOTES:

- CONTRACTOR SHALL UTILIZE THE DETAILS PROVIDED IN TXDOT ELECTRICAL DETAILS ED-5 AND ED-8 FOR ELECTRICAL SERVICE PEDESTAL, SCHEMATIC TYPE D.
- CONTRACTOR SHALL UTILIZE THE DETAILS PROVIDED IN TXDOT ELECTRICAL DETAIL ED-4 FOR OVERHEAD SERVICE.

KEY NOTES:

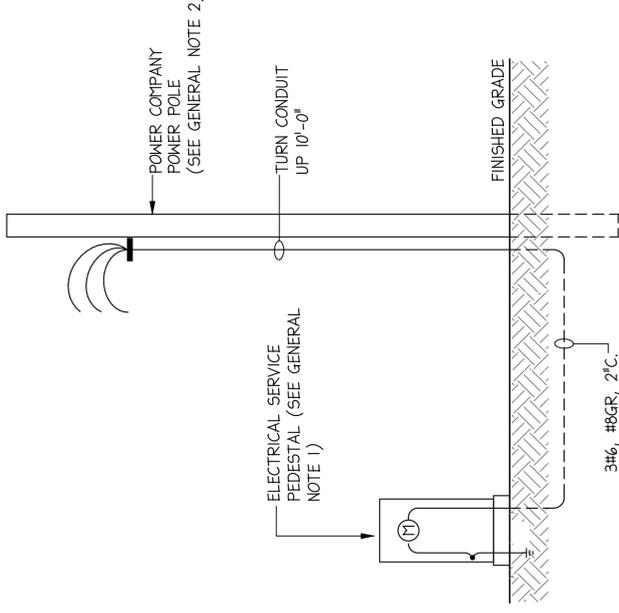
- CONCRETE TO BE MIN. 3000 PSI AT 28 DAYS. (5 SACK) MAX. TOP OF FOUNDATION TO BE TROWELED TO A FLAT AND LEVEL SURFACE. AVOID EXCESSIVE TROWELING. CONCRETE TO SET A MIN. OF 7 DAYS BEFORE POLE INSTALLATION.
- REBAR HOOPS ARE TIED BEGINNING 3' BELOW TOP OF CONCRETE FORM AND ARE REPEATED AT APPROXIMATE 1' INTERVALS TO BOTTOM OF FOUNDATION.
- 1" ANCHOR BOLTS TO BE USED WITH 251 # 30' POLE. 1 1/4" ANCHOR BOLTS TO BE USED WITH 40' POLE WITH A PROJECTION OF 3" ON 251 # 30' SQUARE AND 3 1/2" ON 40' SQUARE AND ROUND POLES.
- CONCRETE FORM OF SONOTUBE TO EXTEND TO BOTTOM OF TRENCH OR AS NEEDED.
- PROVIDE MIN. 24" GROUND WIRE PIGTAIL OUT OF CONCRETE FOR CONNECTION TO POLE.
- A MIN. OF 12" OF BARE #5 SD CU WIRE TO BE PLACED IN BOTTOM OF HOLE AND COVERED WITH 2" OF DIRT.
- IF SOIL HAS BEEN DISTURBED, EXTEND FOUNDATION BY DEPTH OF DISTURBED SOIL.
- NOT APPLICABLE FOR POLE HEIGHT GREATER THAN 40'.



SECTION A-A

01 LIGHT POLE FOUNDATION
NOT TO SCALE

- LIGHT POLE FOUNDATION NOTES
- REFER TO LIGHT POLE MANUFACTURER'S BOLT PATTERN REQUIREMENTS. REVISE BOLT CIRCLE SHOWN TO MATCH.
 - REFER TO CIVIL DRAWINGS FOR ADDITIONAL CONCRETE LIGHT POLE FOUNDATION REQUIREMENTS. WHERE CONFLICTS OCCUR, THE CIVIL DRAWINGS WILL TAKE PRECEDENCE.



NOTES:

- COORDINATED EXACT LOCATION OF ELECTRICAL SERVICE PEDESTAL WITH ONCOR ELECTRIC DELIVERY.
- INSTALL ELECTRICAL SERVICE CONDUIT PER THE REQUIREMENTS OF ONCOR ELECTRIC DELIVERY, NATIONAL ELECTRICAL CODE AND ALL AUTHORITIES HAVING JURISDICTION.

02 TYPICAL ELECTRICAL RISER DIAGRAM
NOT TO SCALE

ITEM	DESCRIPTION
1	#3 REBAR, 18" DIA. HOOP, 3" OVERLAP
2	#5 REBAR, STRAIGHT, 60" LONG, 3" COVER
3	ANCHOR BOLT, GALV. 1" W/25 # 30' POLES AND 1 1/4" W/40' POLES
4	CONCRETE FOUNDATION TUBE, 24" DIA.
5	CONDUIT, PVC OR PEC (NOT IN FOUNDATION AUN)
6	WIRE, #5 COPPER, SOLID (SEE NOTE 6)
7	GROUND, POLE BUTT WIRE COIL (SEE NOTE 6)
8	CONCRETE (SEE NOTE 1)

ESP1			
60 AMP MCB		120/240 VOLTS	SINGLE PHASE
CIRCUIT No.	CIRCUIT BREAKER AMPS	POLES	LOAD (WATTS) NOTES:
1	20	2	1,500 2#8, #8 GR., 1 1/2" C.
2	20	2	1,500 2#8, #8 GR., 1 1/2" C.

ESP2			
60 AMP MCB		120/240 VOLTS	SINGLE PHASE
CIRCUIT No.	CIRCUIT BREAKER AMPS	POLES	LOAD (WATTS) NOTES:
1	20	2	1,500 2#8, #8 GR., 1 1/2" C.
2	20	2	1,200 2#8, #8 GR., 1 1/2" C.

ITEM	DESCRIPTION
1	#3 REBAR, 18" DIA. HOOP, 3" OVERLAP
2	#5 REBAR, STRAIGHT, 60" LONG, 3" COVER
3	ANCHOR BOLT, GALV. 1" W/25 # 30' POLES AND 1 1/4" W/40' POLES
4	CONCRETE FOUNDATION TUBE, 24" DIA.
5	CONDUIT, PVC OR PEC (NOT IN FOUNDATION AUN)
6	WIRE, #5 COPPER, SOLID (SEE NOTE 6)
7	GROUND, POLE BUTT WIRE COIL (SEE NOTE 6)
8	CONCRETE (SEE NOTE 1)

Revisions

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Date	September 18, 2013
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Owner



STATE HIGHWAY 78
FROM S. MURPHY RD. TO FIFTH ST.
CITY OF SACHSE
SACHSE, TEXAS

Sheet Title

LIGHTING PLAN
SHEET 2 OF 2

Sheet No.

E3



Legislation Details (With Text)

File #: 13-1827 **Version:** 1 **Name:** 2013 CM Review Form Discussion x2
Type: Agenda Item **Status:** Agenda Ready
File created: 10/3/2013 **In control:** City Council
On agenda: 10/7/2013 **Final action:**
Title: Discuss the employee evaluation form and format that the City Council currently uses to evaluate the City Manager.

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

Sponsors:
Indexes:
Code sections:
Attachments: [CM Review - Existing Format.pdf](#)
[CM Review - Examples.pdf](#)
[CM Review - Alt A - Format.pdf](#)
[CM Review - Alt B - Format - Questions.pdf](#)
[CM Review - Alt C - Format - Questions.pdf](#)

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

Title

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

Executive Summary

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

Background

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

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

Items attached to this agenda item include the following.

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

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

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

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

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

Policy Considerations

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

Budgetary Considerations

None.

Staff Recommendations

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



CITY MANAGER PERFORMANCE ASSESSMENT AND DEVELOPMENT FORM INSTRUCTIONS

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

Specifically, the evaluation shall serve the following needs:

- ➔ It will allow the City Manager and Council to test, identify and refine their respective roles, relationships, expectations of and responsibilities to each other.
- ➔ It allows the discussion of the City Manager's strengths and weaknesses as demonstrated by past performance, with the objective of increasing the Manager's effectiveness; that is, it gives the Council the opportunity to provide positive feedback in areas that have been handled well and to clarify areas where the Manager could become more effective through improved performance.
- ➔ Two weeks before the evaluation is scheduled, the City Manager will provide each Council Member with a copy of the evaluation form.
- ➔ The Mayor, City Council and City Manager will meet in Executive Session to review the evaluations and share their observations. A special meeting will be called solely for the purposes of conducting the performance evaluation for the City Manager. (The meeting will be in Executive Session unless the City Manager requests such evaluation to be done in an Open Session, pursuant to Section 551.074 of the Government code).
- ➔ The Mayor establishes the operating ground rules for the session.
- ➔ The Performance Evaluation Format will be reviewed and evaluated annually.

Process

Instructions

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

The rating system for key performance areas is outlined below:

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

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



CITY MANAGER PERFORMANCE ASSESSMENT AND DEVELOPMENT FORM

GENERAL INFORMATION

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

A. OBJECTIVES AND EXPECTATIONS

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

OBJECTIVES AND EXPECTATIONS FOR ASSESSMENT PERIOD	PERFORMANCE RATING <small>(Check the appropriate box)</small>					COMMENTS
	1	2	3	4	5	
1.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

B. EFFECTIVE RELATIONSHIPS

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

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

(Check the appropriate box)

COMMENTS

EFFECTIVE RELATIONSHIPS WITH EMPLOYEES

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

C. PROFESSIONALISM

PERFORMANCE RATING
(Check the appropriate box)

COMMENTS

PROFESSIONALISM

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

staff.						
35) Exhibits the technical skills necessary for competence in local government, especially financial planning and control, administrative analysis, program direction and planning.	<input type="checkbox"/>					
36) Effectively represents the City in negotiations with other parties.	<input type="checkbox"/>					

D. POLICY EXECUTION

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

E. INTEGRITY

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

F. REPORTING AND FISCAL MANAGEMENT

REPORTING AND FISCAL MANAGEMENT

PERFORMANCE RATING
(Check the appropriate box)

COMMENTS

	1	2	3	4	5	
45) Provides the Council with reports concerning matters of importance to the City.	<input type="checkbox"/>					
46) Reports are accurate and comprehensive.	<input type="checkbox"/>					
47) Prepares a sound agenda which prevents trivial, administrative matters from being reviewed by the Council.	<input type="checkbox"/>					
48) Proposes a balanced budget to provide services at a level intended by the Council.	<input type="checkbox"/>					
49) Follows the Texas Uniform Budget laws in the preparation of the City budget.	<input type="checkbox"/>					
50) Suggests appropriate use of available funds and is conscious of the need to operate the City efficiently and effectively.	<input type="checkbox"/>					
51) The proposed budget is in an intelligible format.	<input type="checkbox"/>					

G. INTERPERSONAL EFFECTIVENESS

INTERPERSONAL EFFECTIVENESS

PERFORMANCE RATING
(Check the appropriate box)

COMMENTS

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

STRENGTHS AND AREAS OF IMPROVEMENT

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

OBJECTIVES AND EXPECTATIONS FOR THE NEXT YEAR

OBJECTIVES AND EXPECTATIONS FOR NEXT ASSESSMENT PERIOD

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

- 1.)
- 2.)
- 3.)

MAYOR/COUNCIL MEMBER COMMENTS

SIGNATURE	Date:

CITY MANAGER'S COMMENTS

City Manager's Signature:	Date:

GEORGE OLSON, CITY MANAGER
2013 Evaluation of Job Performance

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

ADMINISTRATION	
<i>Managing Human Resources</i>	
Developing and Evaluating Subordinates	
Affirmative Action Compliance	
Developing Coordination among Subordinates	
Developing Equitable Personnel System	
Comments	1.
<i>Managing Financial Resources</i>	
Budget Planning and Preparation	
Budget Execution and Fiscal Soundness	
Concern with Productivity	
Cost Effective Manpower Utilization	
Comments	1.
<i>Managing Work Systems and Operations</i>	
Ability to Conceptualize Needs of Organization	
Ability to Organize Programs to Increase Efficiency and Effectiveness	
Long-term Organizational Planning	
Delivery of Services to the Citizens	
Comments	1.
<i>Managing Information</i>	
Concise and Understandable Written Reports	
Effective Public Contact	
Agenda Preparation	
Verbal Presentations	
Comments	1.
COMMUNITY RELATIONS	
Accessible	
Participates in Community Activities	
Effective Listener	
Promotes Credibility	
Comments	1.

COUNCIL RELATIONS

Accessible

Communication

Equity

Effective Listener

Comments

1.

PROFESSIONALISM***Professional Conduct***

Execution of Council Goals and Objectives

Liaison with Other Agencies

News Media Relations

Adherence to High Ethical Standards

Commitment to Goals of Profession

OVERALL EVALUATION OF CITY MANAGER'S PERFORMANCE DURING PAST YEAR

Comments

1.

Name**Title****Date Signed**

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



PERFORMANCE EVALUATION: Mindy Manson, City Manager

Date of Review: January __, 20__

Time Period of Review: Annual

Directions

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

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

Rating Scale

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

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

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

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

Unsatisfactory: Performance in a competency is consistently unacceptable.

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

Reflects ability to recruit and retain competent staff.
___ Outstanding ___ Excellent ___ Satisfactory ___ Needs Improvement ___ Unsatisfactory

Comments:

Creates and inspires a leadership climate providing challenges and motivating employees to high performance.
___ Outstanding ___ Excellent ___ Satisfactory ___ Needs Improvement ___ Unsatisfactory

Comments:

Maintains personal accessibility to the management team and all City of Wylie employees.
___ Outstanding ___ Excellent ___ Satisfactory ___ Needs Improvement ___ Unsatisfactory

Comments:

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

Demonstrates competence in recognizing organizational priorities.

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

Accomplishes City objectives in an effective manner.

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

✧ Maintains personal accessibility to Council Members.

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

✧ Reflects knowledge of organizational structure and operations.

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

Ensures that all city ordinances are effectively enforced.

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

✗ Demonstrates effectiveness in identifying major policy issues.

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

✗ Exercises effective participation at Council Meetings.

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

✗ Maintains appropriate role in policy decisions.

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

✗ Performs well under pressure - including certain unstructured situations.

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

Demonstrates effective verbal and written communication skills with Council members.

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

* Manages City within adopted budget policies and expectations.

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

Maintains an effective public relations program with citizens.

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

6. Performs other duties.

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

CITY MANAGER GOALS AND OBJECTIVES FOR 2010:

-
-
-

ADDITIONAL COMMENTS/RECOMMENDATIONS:

Strengths –

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

Areas of Improvement –

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

Summary -



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

APPROVALS

Mayor

Councilmember, Place 1

Councilmember, Place 2

Councilmember, Place 3

Councilmember, Place 4

Councilmember, Place 5

Councilmember, Place 6

City Manager



City Manager Performance Evaluation

Peter H. Vargas

Evaluation period: January 20XX to January 20XX

INSTRUCTIONS

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

5 = **Excellent** (almost always exceeds the performance standard)

4 = **Above average** (generally exceeds the performance standard)

3 = **Average** (generally meets the performance standard)

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

1 = **Poor** (rarely meets the performance standard)

*City Manager
Performance
Evaluation
Forms*

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

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

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

_____ Exercises sound judgment

_____ Displays enthusiasm, cooperation and willingness to adapt

_____ Displays effective personal leadership attributes

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

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

2. PROFESSIONAL SKILLS AND STATUS

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

_____ Demonstrates innovation and creativity

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

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

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

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

3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY

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

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

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

_____ Assists in facilitating decision making without usurping authority

_____ Responds well to requests, advice and constructive criticism

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

4. POLICY EXECUTION

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

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

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

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

PERFORMANCE CATEGORY SCORING

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



Add the values from above and enter the subtotal

_____ 0 _____

divide by total scored

_____ 0 _____

PERFORMANCE CATEGORY SCORING

5. REPORTING

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

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

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

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

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

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

6. CITIZEN RELATIONS

Responsive to requests from citizens

Demonstrates a dedication to service to the community and its citizens

Maintains a nonpartisan approach in communicating with the news media

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

Demonstrates and appropriate effort to maintain citizen satisfaction with city services

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

7. STAFFING

Recruits and retains competent personnel for staff positions

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

Stays accurately informed and appropriately concerned about employee relations

Professionally manages the compensation and benefits plan

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

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

PERFORMANCE CATEGORY SCORING

8. SUPERVISION

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

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

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

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

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

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

9. FISCAL MANAGEMENT

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

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

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

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

Appropriately monitors and manages fiscal activities of the organization

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

10. COMMUNITY

Shares responsibility for addressing the difficult issues facing the city

Avoids unnecessary controversy

Cooperates with neighboring communities and the county

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

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

 **OVERALL SCORE**

PERFORMANCE CATEGORY SCORING

OPTIONAL NARRATIVE EVALUATION

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

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

PERFORMANCE CATEGORY SCORING

OPTIONAL NARRATIVE EVALUATION

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

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



Performance Plan and Evaluation Folio

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

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

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

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

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

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

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

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

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

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

TOTAL OF INPUT SCORES x 10:
--

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

Step 2: Key Performance Areas

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

Must equal 100 total points: 100

Step 4: Performance Evaluation

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

Name: _____
Period Covered: _____

Job Title: _____
Next Scheduled Review Date: _____

OUTPUT SCORE _____

*7/11
my proposal
to CC*

CITY MANAGER PERFORMANCE EVALUATI
AND
WORK PLAN PERFORMANCE EVALUATIO

Rockwall

Values-Based Evaluation

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

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

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

Initial _____
Employee Mayor

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

Initial _____
 Employee Mayor

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

CITY MANAGER WORK PLAN PERFORMANCE EVALUATION

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

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

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

The ~~work~~ ~~initiatives~~ These would be initiatives from the work plan

Initial _____
Employee Mayor

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

Initial _____
Employee Mayor

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

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

Mayor's Signature

Date

City Manager's Signature

Date

Initial _____
Employee Mayor

**CITY OF PLANO
EVALUATION OF CITY MANAGER**

Management of Ends and Means Statements

Exceeds Expectations ____ Meets Expectations ____ Does Not Meet Expectations ____

Comments: _____

Goals Results

Exceeds Expectations ____ Meets Expectations ____ Does Not Meet Expectations ____

Comments: _____

Goals Going Forward

Exceeds Expectations ____ Meets Expectations ____ Does Not Meet Expectations ____

Comments: _____



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

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

OBJECTIVES AND EXPECTATIONS

OBJECTIVES AND EXPECTATIONS FOR ASSESSMENT PERIOD

- 1)
- 2)
- 3)

Comments 1.

EFFECTIVE RELATIONSHIPS

EFFECTIVE RELATIONSHIPS WITH THE MAYOR AND CITY COUNCIL

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

Comments 1.

EFFECTIVE RELATIONSHIPS WITH THE COMMUNITY

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

Comments 1.

EFFECTIVE RELATIONSHIPS WITH EMPLOYEES

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

Comments 1.

PROFESSIONALISM

PROFESSIONALISM

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

Comments 1.

POLICY EXECUTION

POLICY EXECUTION

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

Comments 1.

INTEGRITY

INTEGRITY

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

Comments 1.

REPORTING AND FISCAL MANAGEMENT

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

INTERPERSONAL EFFECTIVENESS

INTERPERSONAL EFFECTIVENESS

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

Comments

1.

OVERALL EVALUATION OF CITY MANAGER'S PERFORMANCE DURING PAST YEAR

Comments 1.

OVERALL SCORE

Signature

Title Mayor

Date Signed

City Manager's Comments

Comments 1.

Signature

Title City Manager

Date Signed

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

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

OVERALL SCORE #DIV/0!



CITY MANAGER

2013 Evaluation of Job Performance

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

ADMINISTRATION

Managing Human Resources

- Developing and Evaluating Subordinates
- Developing Coordination among Subordinates
- Developing Equitable Personnel System

Comments	1.
----------	----

Managing Financial Resources

- Budget Planning and Preparation
- Budget Execution and Fiscal Soundness
- Concern with Productivity
- Cost Effective Manpower Utilization

Comments	1.
----------	----

Managing Work Systems and Operations

- Ability to Conceptualize Needs of Organization
- Ability to Organize Programs to Increase Efficiency and Effectiveness
- Long-term Organizational Planning
- Delivery of Services to the Citizens

Comments	1.
----------	----

Managing Information

- Concise and Understandable Written Reports
- Effective Public Contact
- Agenda Preparation
- Verbal Presentations

Comments	1.
----------	----

COMMUNITY RELATIONS

- Accessible
- Participates in Community Activities
- Effective Listener
- Promotes Credibility

Comments	1.
----------	----

COUNCIL RELATIONS

Accessible

Communication

Equity

Effective Listener

Comments

1.

PROFESSIONALISM

Professional Conduct

Execution of Council Goals and Objectives

Liaison with Other Agencies

News Media Relations

Adherence to High Ethical Standards

Commitment to Goals of Profession

OVERALL EVALUATION OF CITY MANAGER'S PERFORMANCE DURING PAST YEAR

Comments

1.

OVERALL SCORE

Name

Title

Date Signed

City Manager's Comments

Comments

1.

Signature

Title

City Manager

Date Signed

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



PERFORMANCE EVALUATION: Billy George, City Manager

Date of Review: January ____, 20__

Time Period of Review: Annual

Directions

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

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

Rating Scale

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

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

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

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

Unsatisfactory: Performance in a competency is consistently unacceptable.

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

Reflects ability to recruit and retain competent staff.

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

Demonstrates competence in recognizing organizational priorities.

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

Accomplishes City objectives in an effective manner.

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

Maintains personal accessibility to Council Members.

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

Reflects knowledge of organizational structure and operations.

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

Ensures that all city ordinances are effectively enforced.

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

Demonstrates effectiveness in identifying major policy issues.

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

Exercises effective participation at Council Meetings.

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

Maintains appropriate role in policy decisions.

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

Performs well under pressure - including certain unstructured situations.

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

Demonstrates effective verbal and written communication skills with Council members.

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

Manages City within adopted budget policies and expectations.

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

Maintains an effective public relations program with citizens.

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

6. Performs other duties.

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

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

Outstanding Excellent Satisfactory Needs Improvement Unsatisfactory

Comments:

CITY MANAGER GOALS AND OBJECTIVES FOR 2013:

-
-
-

ADDITIONAL COMMENTS/RECOMMENDATIONS:

Strengths –

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

Areas of Improvement –

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

Summary -



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

APPROVALS

Mayor

Councilmember, Place 1

Councilmember, Place 2

Councilmember, Place 3

Councilmember, Place 4

Councilmember, Place 5

Councilmember, Place 6

City Manager



Legislation Details (With Text)

File #: 13-1832 **Version:** 1 **Name:** Trull Foundation Econ Dev Exec Session
Type: Agenda Item **Status:** Agenda Ready
File created: 10/4/2013 **In control:** City Council
On agenda: 10/7/2013 **Final action:**

Title: The City Council shall convene into Executive Session pursuant to the TEXAS GOVERNMENT CODE, Section § 551.087 (Economic Development) to deliberate on economic development incentives with the Trull Foundation for property located northwest, northeast, southwest, and southeast of the intersection of the President George Bush Turnpike and Miles Road.

Consider any action necessary as a result of executive session.

Executive Summary
Closed Executive Session as provided by State Law.

Sponsors:
Indexes:
Code sections:
Attachments:

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

Title
The City Council shall convene into Executive Session pursuant to the TEXAS GOVERNMENT CODE, Section § 551.087 (Economic Development) to deliberate on economic development incentives with the Trull Foundation for property located northwest, northeast, southwest, and southeast of the intersection of the President George Bush Turnpike and Miles Road.

Consider any action necessary as a result of executive session.

Executive Summary
Closed Executive Session as provided by State Law.

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

Policy Considerations
None.

Budgetary Considerations

None.

Staff Recommendations

Conduct executive session and take any action appropriate.