



Sachse, Texas

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

Meeting Agenda City Council

Monday, March 19, 2012

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, March 19, 2012, 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.

[12-0759](#) Consider approval of the minutes of the March 5, 2012, regular meeting.

Executive Summary

Minutes from the last regular meeting on March 5, 2012.

Attachments: [Min.3.5.12.pdf](#)

[12-0725](#) Consider a resolution approving the extension of the Bank Depository Service Agreement between the City and American National Bank.

Executive Summary

The current banking contract ends September 30, 2012. In order to continue under the same terms and conditions approval of a resolution extending the Bank Depository Service Agreement

between the City and American National Bank (ANB) is necessary. This extension is for a period of one year from October 1, 2012 through September 30, 2013.

Attachments: [Sachse ANB Bank Depository Services Agreement 082110.pdf](#)
[ANB Extension Request Resolution 2-2012.pdf](#)
[Bank Depository Extension letter.doc.pdf](#)

12-0763

Consider a resolution approving an Interlocal Agreement between Collin County, the City of Sachse, and the City of Wylie concerning the construction of the Woodbridge Parkway improvements from Hensley Lane to State Highway 78 as a consent agenda item.

Executive Summary

The extension of Woodbridge Parkway north of State Highway 78 to Hensley Lane in Wylie has been planned for both the City of Sachse and the City of Wylie. This extension will connect FM 544 to SH 78 and will promote economic benefits for both cities and improve mobility for southeast Collin County. This Interlocal Agreement defines the funding responsibility along with the roles and responsibilities of each of the partners in this project, which are Collin County, the City of Sachse, and the City of Wylie.

Attachments: [Attachment 1 project map](#)
[51Resolution Approving Interlocal Agreement for Woodbridge Parkway Extensio](#)
[Sachse Interlocal Agreement between Collin County Wylie Sachse54171 ed 3-](#)

12-0773

Consider an ordinance of the City of Sachse, Texas, amending the code of ordinances by amending Chapter 1 "General Provisions" by adding a new section 1-21 titled "Library" establishing the responsibilities of the Library Manager; providing for the operating policies and procedures for the Sachse Public Library and allowing for the establishment of fees, as a consent agenda item.

Executive Summary

Library manager is requesting approval of the updated Sachse Public Library circulation policy and procedures. The ordinance gives council the ability to set fees and adopt the library circulation policy. The policy sets paramaters on applying for a library card, overdues and fines, lost materials, and copyright law.

Attachments: [Microsoft Word - sachse ordinance adoption library policies](#)
[Microsoft Word - Sachse circulation policy021312](#)

12-0774

Consider a resolution approving the Sachse Public Library Circulation

Policy as a consent agenda item.

Executive Summary

Library manager is requesting approval of the resolution supporting the circulation policy. The policy sets requirements for getting a library card, loan intervals and fees, and copyright law standards. The fees are as follows: 10 cents per day for all items except DVDs. DVDs are \$1.00 a day. Patrons can not use their cards if they have more than \$5.00 on their card.

Attachments: [Microsoft Word - Sachse circulation policy021312](#)

[Microsoft Word - 51SACHSE Resolution Approving Library Circulation Policy54](#)

12-0772

Consider a resolution amending the master fee schedule to include fees for failure to return materials to the Sachse Public Library as a consent agenda item.

Executive Summary

Library manager is requesting approval of the updated Sachse Public Library Ordinance for the Circulation Policy. Fees are 10 cents a day for all items except DVDS which are \$1.00 a day. There is a \$5.00 cap on the card for fines. Fines have to be paid once they reach \$5.00 before the citizen can use the card.

Attachments: [Microsoft Word - Sachse circulation policy021312](#)

[Microsoft Word - 51SACHSE Resolution Amending Master Fee Schedule Re_L](#)

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

12-0760

Proclamation recognizing Sachse High School Girls Basketball successful season.

Executive Summary

Sachse High School Girls Basketball Team advanced as a regional finalist- a first in school history.

Attachments: [Proc.shs.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.

[12-0758](#) Administer Oath of Office to Diane Model, Library Board Member.

Executive Summary

Ms. Diane Model was appointed to the Library Board at the last meeting. After taking the Oath she can assume the duties of her office.

Attachments: [Oath.pdf](#)

[12-0715](#) Conduct a public hearing and consider the approval of an ordinance as requested by Benbrook Winchester, L.P. for a change in zoning for an approximately 65.54 acre tract located at 3100 Pleasant Valley Road, generally on the southeast corner of Merritt Road and Pleasant Valley Road from Agricultural (AG) District to Planned Development (PD) District and Turnpike Overlay District generally for Commercial 2 (C-2) uses.

Executive Summary

The applicant is requesting to rezone an approximately 65.54 acre property on the southeast corner of Merritt Road and Pleasant Valley Road from Agricultural (AG) District to Planned Development (PD) District. The property is within the Sachse Turnpike District.

Attachments: [PP Presentation File 11-03cc 031912 - Final.pdf](#)
[Exhibit A - Revised 2-28-12.pdf](#)
[20120308 Exhibit B.pdf](#)
[ZO 11-03 Benbrook-Aerial.pdf](#)
[ZO 11-03 Benbrook-Zoning.pdf](#)
[PD-25 - Benbrook Winchester - Draft Ordinance.pdf](#)
[Dev Application 11-03.pdf](#)

[12-0707](#) Conduct a public hearing and consider approval of an ordinance amending Chapter 11, Zoning, Article 2 by adding a definition for "Drive-Through Establishment" and by amending Schedule 1 Permitted Use chart to add "Drive-Through Establishment" and by amending Retail Sales / Drive-Through in Industrial-1 and Industrial-2 by approval of a Special Use Permit.

Executive Summary

The proposed ordinance would prohibit the development of a retail

drive-through establishment in the City of Sachse and require a Special Use Permit for all retail sales establishments requesting drive-through windows. Drive-Through Establishment is defined as a business that allows the interior passage of motor vehicles for the retail sale of food or beverages or the delivery of food or beverages to the occupants of the vehicle.

Attachments: [03192012cc Drive Through Establishment Ordinance Presentation - Final.pdf](#)
[Zoning Map color streets.pdf](#)
[51SACHSE Ordinance Re Drive-Through Establishment53790 - Final.pdf](#)

12-0710

Conduct a public hearing and consider the approval of an ordinance as requested by Arms of Hope Childrens Home for a Special Use Permit for Used Goods or Products Collection Point (Temporary) such as Goodwill or Salvation Army type collection box on property approximately 1.421 acres, zoned Commercial 2 (C-2) District, located at 7010 State Highway 78.

Executive Summary

The proposed ordinance would allow Arms of Hope Childrens Home to place two (2) donation boxes on Steak Kountry's property, which is approximately 1.421 acres, zoned Commercial 2 (C-2) District, and located at 7010 State Highway 78.

Attachments: [SUP 12-01cc presentation - Final.pdf](#)
[Letter of Authorization from Property Owner.pdf](#)
[Site Plan Showing Proposed Location of Donation Box.pdf](#)
[SUP 12-01 - 7010 Hwy78-Aerial.pdf](#)
[SUP 12-01 - 7010 Hwy78-Zoning.pdf](#)
[SUP 12-01 for Donation Boxes - Draft Ordinance.pdf](#)
[SUP Application - Arms of Hope Children's Homes.pdf](#)

12-0743

Consider a resolution authorizing the City Manager to execute contracts for employee Health Insurance; Dental Insurance; Life Insurance; Long Term Disability (LTD), Accidental Death and Dismemberment (AD&D) and Vision Insurance for employees.

Executive Summary

Each year the City of Sachse goes out to bid for group health insurance. This year the City also requested a market-check on dental; life insurance; long-term disability; accidental death & dismemberment and vision insurance.

Attachments: [2012 Benefits Renewal presentation](#)
[Brinson Benefits Proposal Summary](#)
[2012 2013 Health Dental Rates](#)
[BUDGET ANALYSIS 2012](#)
[RES benefits 03 19 12 Aetna Lincoln](#)

12-0775

Discuss the Fire Department's August 2011 request for six (6) additional full time Fire Rescue Specialist positions, eliminating part time positions in the Fire Department, creation of Driver/Operator positions in the Fire Department, revenue received from ambulance fees, and budgetary impacts.

Executive Summary

In August 2011, the Fire Department presented a proposal to the City Council that would result in funding six (6) additional full time Fire Rescue Specialist positions and two Driver/Operator positions by eliminating part time positions and increasing ambulance fees and result in an annual revenue increase to the City of \$ 50,036.

Council subsequently adopted a next ambulance fee schedule and directed staff to monitor ambulance receipts, evaluate the proposal, and present the findings at a later date. This discussion item includes staff's findings and projections.

Attachments: [Ambulance Revenue Mid Year Update 3-2012](#)

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 : March 16, 2012; 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 #: 12-0759 **Version:** 1 **Name:** Consider approval of the minutes of the March 5, 2012, regular meeting.

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

File created: 3/8/2012 **In control:** City Council

On agenda: 3/19/2012 **Final action:**

Title: Consider approval of the minutes of the March 5, 2012, regular meeting.

Executive Summary
Minutes from the last regular meeting on March 5, 2012.

Sponsors:

Indexes:

Code sections:

Attachments: [Min.3.5.12.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider approval of the minutes of the March 5, 2012, regular meeting.

Executive Summary

Minutes from the last regular meeting on March 5, 2012.

Background

Minutes of the last regular meeting on March 5, 2012, for approval.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Approval of the minutes of the March 5, 2012, regular meeting, as a consent agenda item.

REGULAR MEETING
OF THE
CITY COUNCIL OF THE CITY OF SACHSE

MARCH 5, 2012

The City Council of the City of Sachse held a Regular Meeting on Monday, March 5, 2012 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 Charles W. Smith
Councilman Bill Adams
Councilwoman Pat McMillan
Councilman Jared Patterson
Councilman Todd Ronnau
Councilman Mark Timm

and all were present.

Staff present: City Manager Billy George, Finance Director Jeri Rainey; Community Development Director Marc Kurbansade; Building Official Michael Spencer; Fire Chief Doug Kendrick, Police Chief Dennis Veach, Sachse EDC Director Carlos Vigil, Public Works Director Joe Crase and City Secretary Terry Smith.

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

The invocation was offered by Councilman Timm and the pledges were led by Councilman Adams.

1. Consent Agenda:

Councilman Timm moved to approve the Consent Agenda Items: **12-0717** Consider approval of the minutes of the February, 20, 2012, regular meeting; **12-0709** Resolution No. 3363 requesting discretionary funds from Collin County for the design and construction of Woodbridge Parkway from Hensley Lane to State Highway 78; **12-0716** Resolution No. 3364 approving a professional services agreement with CobbFendley, Incorporated for the engineering and design of sanitary sewer upgrades to the Merritt Road Lift Station, Sachse Road Lift Station, Merritt Road 16-inch Force Main, and 27-inch Merritt Road Interceptor Line in the amount of one hundred sixteen thousand seven hundred twenty-five dollars and no cents (\$116,725.00); **12-0713** Resolution No. 3365 approving a professional services agreement with KSA Engineers, Incorporated for the engineering and design of the Bunker Hill Sanitary Sewer Upsize project in the amount of eighty thousand and five hundred dollars and no cents (\$80,500.00); **12-0714** Resolution No. 3366 approving a professional services agreement with KSA Engineers, Incorporated for the engineering and design of the Haverhill Lane Reconstruction project in the amount of fifty thousand two hundred dollars and no cents (\$50,200.00); **12-0724** Resolution No. 3367 approving an agreement for furnishing, installing, and maintenance of traffic signal preemption equipment by and between the City of Sachse and the Texas Department of Transportation; and

12-0736 Resolution No. 3368 of the City Council of the City of Sachse, Texas, authorizing the City Manager to execute a contract approving an agreement between the City of Sachse and Siemens Industry, Inc. to provide HVAC Control Services for the City's Municipal Complex HVAC system; and **12-0737** Resolution No. 3369 authorizing the City Manager to enter into an agreement with Schindler Elevator Corporation to provide preventative maintenance services for the City's elevators. The motion was seconded by Councilwoman McMillan and passed unanimously.

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

12-0722 Staff Briefing: Library Department Update. Mignon Morse, Library Manager, briefed the Council on activities in the Library and goals for the year.

Councilman Patterson noted that Mike Felix became a Council Member in 1992, and at the Chamber of Commerce Banquet last Saturday, he received the Public Service award for outstanding public service and keeping Sachse a vibrant community.

Councilwoman McMillan stated she had attended Municipal Court last week and the Judge, Bailiffs and Clerks all did a top notch job, very professional.

Mayor Felix noted the recent release of The Best of Sachse, with Mayor Pro Tem Smith receiving best community advocate and Councilman Adams receiving best Councilman.

Mayor Felix stated at the annual Sachse Historical Society meeting on Sunday, a book about the history of Sachse, written by former City Manager Lloyd Henderson, was on sale.

Mayor Felix noted the upcoming events: March 31st is the Easter Egg Hunt and April 14th is Arbor Day & the Great American Cleanup.

3. Citizen Input:

No comments were made.

4. Regular Agenda Items:

12-0720 Administer Oath of Office to newly reappointed TIF Board members:

Mayor Felix administered the oath of office to Troy Riner and Jeff Dowdle. No formal Council action was taken.

12-0735 Discuss rezoning for Benbrook Winchester, LP:

City Manager George summarized the issue that was discussed in workshop session. Following discussion, no formal Council action was taken.

12-0729 Discuss Library Circulation Policy:

Mignon Morse, Library Manager briefed the Council on a proposed circulation policy. The item will be on the next agenda for action. Following discussion, no formal Council action was taken.

12-0719 Consider an appointment to the Library Board:

Following discussion, Councilman Timm moved to appoint Diane Model to the Library Board. The motion was seconded by Councilman Adams and passed unanimously.

There being no further business, Councilman Patterson moved to adjourn. The motion was seconded by Councilman Timm and passed unanimously. The meeting adjourned at 8:18 p.m.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR



Legislation Details (With Text)

File #: 12-0725 **Version:** 1 **Name:** ANB Banking Contract Extension
Type: Regular Agenda Item **Status:** Agenda Ready
File created: 2/22/2012 **In control:** City Council
On agenda: 3/19/2012 **Final action:**
Title: Consider a resolution approving the extension of the Bank Depository Service Agreement between the City and American National Bank.

Executive Summary

The current banking contract ends September 30, 2012. In order to continue under the same terms and conditions approval of a resolution extending the Bank Depository Service Agreement between the City and American National Bank (ANB) is necessary. This extension is for a period of one year from October 1, 2012 through September 30, 2013.

Sponsors:

Indexes:

Code sections:

Attachments: [Sachse ANB Bank Depository Services Agreement 082110.pdf](#)
[ANB Extension Request Resolution 2-2012.pdf](#)
[Bank Depository Extension letter.doc.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution approving the extension of the Bank Depository Service Agreement between the City and American National Bank.

Executive Summary

The current banking contract ends September 30, 2012. In order to continue under the same terms and conditions approval of a resolution extending the Bank Depository Service Agreement between the City and American National Bank (ANB) is necessary. This extension is for a period of one year from October 1, 2012 through September 30, 2013.

Background

The City and ANB entered into a Bank Depository Agreement that will expire on September 30, 2012. Under the terms of the agreement (paragraph 1, Designation of Depository) the City has the option to renew the Agreement for three one-year extensions under the same terms and conditions.

ANB has been supportive and responsive to the City of Sachse's needs as well as complying with the terms of the agreement. Because the City values the professional and courteous banking relationship developed over the years we are requesting a one year extension of this banking contract.

Policy Considerations

Compliance with contract terms and conditions.

Budgetary Considerations

None

Staff Recommendations

Approval of a resolution of the City Council of the City of Sachse, Texas, approving an extension of the Bank Depository Service Agreement between the City and American National Bank for a period of one year from October 1, 2012, and continuing through September 30, 2013; and providing an effective date as a Consent Agenda item.

BANK DEPOSITORY SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AMERICAN NATIONAL BANK

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

CITY OF SACHSE

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

APPROVED AS TO FORM



PETER G. SMITH, CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING AN EXTENSION OF THE BANK DEPOSITORY SERVICE AGREEMENT BETWEEN THE CITY AND AMERICAN NATIONAL BANK FOR A PERIOD OF ONE YEAR FROM OCTOBER 1, 2012, AND CONTINUING THROUGH SEPTEMBER 30, 2013; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sachse and American National Bank entered into a Bank Depository Agreement (the "Agreement") that will expire on September 30, 2012; and

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

WHEREAS, upon full review and consideration of the Agreement and all matters related thereto, the City Council is of the opinion and finds that the Agreement shall be extended for a period of one year, from October 1, 2012, and continuing through September 30, 2013, under the same terms and conditions.

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

SECTION 1. The City Manager shall have the authority to sign the necessary documents extending the Agreement, attached hereto as Exhibit "A," for a period of one year, from October 1, 2012, and continuing through September 30, 2013, under the same terms and conditions as set forth in the Agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the _____ day of _____, 2012.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

EXHIBIT "A"
BANK DEPOSITORY AGREEMENT



Finance Department

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

March 19, 2012

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

Dear Ms. Collins:

The City of Sachse desires to continue the contract for Bank Depository Services for another year beginning October 1, 2012 and ending September 30, 2013. In consideration of an extension, the City of Sachse desires to extend at the same terms and conditions per the original Bank Depository Services Agreement dated October 1, 2010.

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

Sincerely,

William K. George, City Manager
City of Sachse



Legislation Details (With Text)

File #: 12-0763 **Version:** 1 **Name:** ILA for Woodbridge extension construction
Type: Regular Agenda Item **Status:** Agenda Ready
File created: 3/9/2012 **In control:** City Council
On agenda: 3/19/2012 **Final action:**
Title: Consider a resolution approving an Interlocal Agreement between Collin County, the City of Sachse, and the City of Wylie concerning the construction of the Woodbridge Parkway improvements from Hensley Lane to State Highway 78 as a consent agenda item.

Executive Summary

The extension of Woodbridge Parkway north of State Highway 78 to Hensley Lane in Wylie has been planned for both the City of Sachse and the City of Wylie. This extension will connect FM 544 to SH 78 and will promote economic benefits for both cities and improve mobility for southeast Collin County. This Interlocal Agreement defines the funding responsibility along with the roles and responsibilities of each of the partners in this project, which are Collin County, the City of Sachse, and the City of Wylie.

Sponsors:

Indexes:

Code sections:

Attachments: [Attachment 1 project map](#)
[51Resolution Approving Interlocal Agreement for Woodbridge Parkway Extension54544](#)
[Sachse Interlocal Agreement between Collin County Wylie Sachse54171 ed 3-15-12b](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution approving an Interlocal Agreement between Collin County, the City of Sachse, and the City of Wylie concerning the construction of the Woodbridge Parkway improvements from Hensley Lane to State Highway 78 as a consent agenda item.

Executive Summary

The extension of Woodbridge Parkway north of State Highway 78 to Hensley Lane in Wylie has been planned for both the City of Sachse and the City of Wylie. This extension will connect FM 544 to SH 78 and will promote economic benefits for both cities and improve mobility for southeast Collin County. This Interlocal Agreement defines the funding responsibility along with the roles and responsibilities of each of the partners in this project, which are Collin County, the City of Sachse, and the City of Wylie.

Background

Woodbridge Parkway currently extends from FM 544 to Hensley Lane in Wylie. Woodbridge Parkway starts again at the intersection of SH 78 in Sachse and extends through the Woodbridge Subdivision and extends to Sachse Road (see Attachment 1 Project Map). The extension of Woodbridge Parkway from SH 78 to Hensley Road is shown on the Master Thoroughfare Plans for both the City of Sachse and City of Wylie.

The extension of Woodbridge Parkway will cross the Kansas City Southern Railroad (KCS) just north of SH 78. The City of Sachse has been granted the right to extend the road across the KCS right-of-way. The extension of Woodbridge Parkway from SH 78 to Hensley Lane has been divided into five phases. Herzog Development platted and sold land to Wal-Mart for construction of a Wal-Mart Supercenter located just north of SH 78. Access to this development will be provided by Phase 1 of the Woodbridge Parkway extension and construction of a KCS railroad crossing. The City has entered into an Escrow Agreement with Herzog Development which provided means for the developer to escrow funds to pay for the paving, drainage, and utility costs for Woodbridge Parkway, Phase 1 along with the construction of Cody Lane so the property could be platted and sold to Wal-Mart prior to construction of the development. The Escrow Agreement totals \$2,779,143.07 (\$2,595,380.29 by Herzog and \$183,762.78 by Wal-Mart).

The extension of Woodbridge Parkway from SH 78 to Hensley Lane will improve mobility for the residents of Sachse located in Collin County to attend schools in Wylie. Furthermore, this improved north-south access will promote economic development in the region by providing access to the Wal-Mart development in Sachse along with planned developments in Wylie. Access for southeast Collin County residents to the President George Bush Turnpike (PGBT) will also improve with the Woodbridge Parkway extension.

The City of Sachse approved a resolution supporting the extension of Woodbridge Parkway and requested Collin County to fund 50% of the project on the March 5, 2012 City Council meeting. The City of Wylie approved the same resolution. On February 20, 2012, Collin County subsequently approved funding in the amount \$5,514,949 using discretionary bond funds for the Woodbridge Parkway extension.

Policy Considerations

The City of Sachse took the lead to draft an Interlocal Agreement (ILA) between Collin County, the City of Sachse and the City of Wylie which defines the funding responsibility of each of the partners along with the roles and responsibilities of each partner (see attached Exhibit A). The ILA has been reviewed by the staff and legal team of each partner. The ILA describes the project in five phases: Woodbridge Parkway & KCS Railroad Crossing, Phase 1, Phase 2, Maxwell Creek Bridge, and Woodbridge Parkway north of Maxwell Creek Bridge as depicted in Attachment 1 Project Map. The ILA states the following:

- 1) The City of Sachse will cause to be delivered the Woodbridge Parkway & KCS Railroad Crossing and Phase 1, design Phase 2, and contribute \$277,000 is reallocated 2007 Collin County Bond Funds.
- 2) The City of Wylie will be responsible for the construction of Phase 2 and the engineering and construction Maxwell Creek Bridge, and Woodbridge Parkway north of Maxwell Creek Bridge.
- 3) Collin County will fund 50% of the project in an amount not to exceed \$4,084,198.77.

Construction of Phase 1 is planned to begin a few months after the ILA is executed by all

parties. Construction of the KCS Railroad crossing will occur after the construction of Phase 1 begins. An agreement between the City and KCS Railroad has to be executed. Staff is working with the KCS Railroad to complete the draft of the agreement for Council consideration in a few weeks. Phase 2 has been designed and will be bid with the Maxwell Creek Bridge and Woodbridge Parkway north of the Maxwell Creek Bridge sections. The design of the Maxwell Creek Bridge and Woodbridge Parkway north of the Maxwell Creek Bridge sections are in its beginning stages.

Budgetary Considerations

The cost of the extension of Woodbridge Parkway from Hensley Lane to SH 78 is estimated to be \$8,487,009.05. The City of Wylie agrees to commit \$2,289,661.50 to the project. Collin County has committed to fund 50% of the project cost in an amount not to exceed \$4,084,198.77.

The City of Sachse will cause to be delivered the KSC crossing and Phase 1 of the project, which is estimated to cost \$1,874,018.13. The City of Sachse has also committed \$277,000 to the extension project from reallocated 2007 Collin County bond funds it is set to receive from Collin County for the Maxwell Creek Road widening project and will contribute the design of Phase 2. Sachse's total contribution is estimated to be \$2,113,148.78. If the total cost to construct the Project exceeds the amount estimated, the County and Cities shall share the excess costs with the County contributing 50% and the Cities contributing an amount equal to the percent of total cost to construct indicated previously. The City of Sachse intends to use additional reallocated 2007 Collin County bond funds it is set to receive from Collin County for the Maxwell Creek Road widening project for any project cost overages.

Staff Recommendations

Staff recommends the City Council approve a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an interlocal agreement, by and among the City of Sachse, the City of Wylie, and Collin County concerning the construction of Woodbridge Parkway Improvement; and providing an effective date as a consent agenda item.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT, BY AND AMONG THE CITY OF SACHSE, THE CITY OF WYLIE, AND COLLIN COUNTY CONCERNING THE CONSTRUCTION OF WOODBRIDGE PARKWAY IMPROVEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Chapter 791 of the Texas Government Code authorizes interlocal agreements between and among local governments, including cities and counties, for the purpose of providing governmental services or functions that each local government is authorized to perform; and

WHEREAS, Woodbridge Parkway serves as a major north-south thoroughfare for the Cities of Sachse and Wylie; and

WHEREAS, the construction of Woodbridge Parkway is shown on the Thoroughfare Plan and included in the 10-year Thoroughfare Capital Improvements Plan for both the City of Sachse and the City of Wylie; and

WHEREAS, pursuant to requests from the City of Sachse and the City of Wylie, the Commissioners Court of Collin County has (1) authorized the City of Sachse to reallocate \$277,000 in 2007 Collin County Bond funds previously allocated for the Maxwell Creek Road project and (2) allocated \$3,514,949 in 2007 Discretionary Road Bond funds to be used for the construction of the extension of Woodbridge Parkway from State Highway 78 to Farm to Market Road 544 (“the Project”); and

WHEREAS, the City Manager has negotiated the terms of an interlocal agreement regarding the funding and administration of the design and construction of the Project with representatives of the City of Wylie and Collin County (“the Agreement”); and

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

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

SECTION 1. The City Manager is hereby authorized to execute the Agreement with the City of Wylie and Collin County concerning the construction of Woodbridge Parkway Improvements which shall be substantially in the form attached hereto as Exhibit “A,” and incorporated herein by reference.

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 _____, 2012.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

EXHIBIT "A"
INTERLOCAL COOPERATION AGREEMENT

**INTERLOCAL AGREEMENT BETWEEN COLLIN COUNTY,
THE CITY OF SACHSE AND THE CITY OF WYLIE
CONCERNING THE CONSTRUCTION OF
WOODBIDGE PARKWAY IMPROVEMENTS
_____ BOND PROJECT #**

WHEREAS, the County of Collin, Texas (“County”), the City of Sachse, Texas (“Sachse”), and the City of Wylie, Texas (“Wylie”) (Sachse and Wylie herein sometimes collectively referred to as “Cities”), desire to enter into an agreement concerning the construction of improvements to Woodbridge Parkway (the “Project”) in the Cities of Wylie and Sachse, Collin County, Texas; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, County, Sachse, and Wylie have determined that the improvements may be constructed most economically by implementing this agreement.

NOW, THEREFORE, this agreement is made and entered into by the County, Sachse, and Wylie upon and for the mutual consideration stated herein.

WITNESSETH:

ARTICLE I.

The Cities shall arrange to cause the construction of the improvements to Woodbridge Parkway, hereinafter called the “Project”. The Project shall consist of constructing Woodbridge Parkway from SH 78 to Hensley Lane and includes the construction of approximately 5,280 feet of 4-lane concrete divided roadway, a 320 foot bridge, and crossing of the KCS railroad. The Project improvements shall also include construction of underground storm sewers as part of the road improvements.

The Project shall consist of five phases: Woodbridge Parkway & KCS Railroad Crossing, Phase 1, Phase 2, Maxwell Creek Bridge, and Woodbridge Parkway north of Maxwell Creek Bridge as depicted in Exhibit “A” attached hereto and incorporated herein for all purposes. All Project improvements shall be designed to meet or exceed the current Collin County design standards and shall be constructed in accordance with the plans and specifications approved by the respective Cities.

ARTICLE II.

Sachse shall be obligated to deliver or cause to have delivered Phase 1 and the Woodbridge Parkway & KCS Railroad Crossing portions of the Project as a roadway system. The projected cost for this portion of the project is \$1,874,018.13. Sachse shall also be responsible for the design of Phase 2. The City of Sachse participation is estimated to be \$2,113,148.78 which includes \$277,000 in reallocated 2007 Collin County Transportation Bond funds to be applied toward the remaining phases of the Project.

Wylie shall be responsible for the construction of Phase 2, and the design and construction of Maxwell Creek Bridge, and Woodbridge Parkway north of Maxwell Creek Bridge. The projected cost for this portion of the project is \$6,612,990.92. Wylie participation is estimated to be \$2,289,661.50. Wylie shall prepare specifications for Phase 2; plans and specifications for the Maxwell Creek Bridge and Woodbridge Parkway north of Maxwell Creek Bridge, accept bids and award contracts to construct such improvements and administer the construction contract(s).

In all such activities, the Cities shall comply with all state statutory requirements. The Cities shall provide the County with a copy of the executed construction contract(s) for the Project.

ARTICLE III.

The Cities shall also acquire the necessary property in the vicinity of the Project improvements for use as right-of-way.

ARTICLE IV.

The County and Cities estimate the total actual cost of the Project to be \$8,487,009.05, which shall include land acquisition, engineering, construction, inspection, testing, street lighting, and construction administration costs including contingencies.

The County agrees to fund one half of the total cost to construct the Project improvements in an amount not to exceed a total of \$4,084,198.77 hereinafter called the "Funds". The Funds consist of 2003 County Bond funds in the amount of \$569,250.00 previously committed to the Project and 2007 County discretionary bond funds in the amount of \$3,514,948.77.

The Payment Schedule is as follows:

- (a) Within thirty (30) days after all of the following have occurred, the County shall remit to the Cities fifty percent (50%) of the Funds:
 - (1) the Cities issue a Notice to Proceed to the lowest responsible bidder for the construction of Phase 2, Maxwell Creek Bridge, and Woodbridge Parkway north of Maxwell Creek Bridge;
 - (2) the Cities request payment from the County; and
 - (3) County bond money is available.
- (b) Within thirty (30) days after the Cities issue a notice that the Project is fifty percent (50%) complete and request payment from the County, the County shall remit the remaining Funds not already disbursed under this Agreement.
- (c) Upon the completion of the Project, the Cities shall provide to the County a final accounting of expenditures for the Project. If the actual cost to construct the Project is less than the estimated amount set forth herein, the Cities shall remit to the County fifty percent (50%) of the difference between the estimated cost and the actual cost. The Commissioners Court may revise this payment schedule based on the progress of the Project.

The City of Sachse shall deliver or cause to have delivered Phase 1 and the Woodbridge Parkway & KCS Railroad Crossing portions of the project as a roadway system, complete and in place, shall design Phase 2 and shall contribute \$277,000 in reallocated 2007 Collin County Transportation Bond funds toward the remaining phases. The total cost to construct Phase 1 and the Woodbridge Parkway & KCS Railroad Crossing portions of the project shall be computed based on the unit prices for the construction of Phase 2, Maxwell Creek Bridge, and Woodbridge Parkway north of Maxwell Creek Bridge to the maximum extent possible.

ARTICLE V.

If the total cost to construct the Project exceeds the amount estimated in Article IV above, the County and Cities shall share the excess costs with the County contributing 50% and the Cities contributing an amount equal to the percent of total cost indicated in Articles II and IV above. Sachse's funds for excess costs shall consist of reallocated 2007 Collin County Transportation Bond Funds. However, the County's participation in the Project shall not exceed \$4,084,198.77.

ARTICLE VI.

The Cities shall prepare for the County an itemized statement specifying Project costs that have been incurred to date and submit detailed Project cost and progress reports every thirty (30) days until Project completion.

ARTICLE VII.

County and Cities agree that the party paying for the performance of governmental functions or services pursuant to this agreement shall make those payments only from current revenues legally available to the paying party.

ARTICLE VIII.

INDEMNIFICATION. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

ARTICLE IX.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this agreement. The parties agree that this agreement is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

ARTICLE X.

SEVERABILITY. The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provision had never been included.

ARTICLE XI.

ENTIRE AGREEMENT. This agreement embodies the entire agreement between the parties regarding the subject matter of this agreement and may only be modified in a writing executed by both parties.

ARTICLE XII.

SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the parties hereto, their successors and assigns. No party may assign or transfer an interest in this agreement without the written consent of the other parties.

ARTICLE XIII.

IMMUNITY. It is expressly understood and agreed that, in the execution of this agreement, none of the parties waive, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

By entering into this agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this agreement shall not create any rights in parties not signatories hereto.

ARTICLE XIV.

TERM. This agreement shall be effective upon execution by all parties and shall continue in effect annually until final acceptance of the Project. This agreement shall automatically renew annually during this period.

APPROVED AS TO FORM:

COUNTY OF COLLIN, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Keith Self
County Judge
Date: _____
Executed on this ____ day of _____, 2012,
by the County of Collin, pursuant to
Commissioners' Court Order No.
_____.

ATTEST:

CITY OF SACHSE, TEXAS

By: _____
Terry Smith
City Secretary
Date: _____

By: _____
William K. George
City Manager
Date: _____
Executed on behalf of the City of Sachse
pursuant to City Council Resolution No.
_____.

APPROVED AS TO FORM:

By: _____
Peter G. Smith
City Attorney
Date: _____

ATTEST:

CITY OF WYLIE, TEXAS

By: _____
Carole Ehrlich
City Secretary
Date: _____

By: _____
Mindy Manson
City Manager
Date: _____
Executed on behalf of the City of Wylie
pursuant to City Council Resolution No.
_____.

APPROVED AS TO FORM:

By: _____
Richard Abernathy
City Attorney
Date: _____



Legislation Details (With Text)

File #: 12-0773 **Version:** 1 **Name:** Circulation policy
Type: Regular Agenda Item **Status:** Agenda Ready
File created: **In control:** City Council
On agenda: 3/19/2012 **Final action:**
Title: Consider an ordinance of the City of Sachse, Texas, amending the code of ordinances by amending Chapter 1 "General Provisions" by adding a new section 1-21 titled "Library" establishing the responsibilities of the Library Manager; providing for the operating policies and procedures for the Sachse Public Library and allowing for the establishment of fees, as a consent agenda item.

Executive Summary

Library manager is requesting approval of the updated Sachse Public Library circulation policy and procedures. The ordinance gives council the ability to set fees and adopt the library circulation policy. The policy sets paramaters on applying for a library card, overdues and fines, lost materials, and copyright law.

Sponsors:

Indexes:

Code sections:

Attachments: [Microsoft Word - sachse ordinance adoption library policies](#)
[Microsoft Word - Sachse circulation policy021312](#)

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 1 "General Provisions" by adding a new section 1-21 titled "Library" establishing the responsibilities of the Library Manager; providing for the operating policies and procedures for the Sachse Public Library and allowing for the establishment of fees, as a consent agenda item.

Executive Summary

Library manager is requesting approval of the updated Sachse Public Library circulation policy and procedures. The ordinance gives council the ability to set fees and adopt the library circulation policy. The policy sets paramaters on applying for a library card, overdues and fines, lost materials, and copyright law.

Background

Library Manager is proposing new circulation policy to be more comparable with metroplex libraries. This ordinance will enable library staff to substantiate library fees from patrons. The daily fine is being changed from five cents per day to ten cents per day on all materials except DVDS. The fine for DVDS will remain the same at \$1.00 per day.

Policy Considerations

This ordinance will formalize the authority of the Library Manager and the circulation policy. Policy recommended by the Library Advisory Board on February 13, 2012. The policy sets parameters on applying for a library card, overdues and fines, lost materials, and copyright law. The daily fine will be ten cents per day on all materials except DVDS. The fine for DVDS will remain the same at \$1.00 per day.

Budgetary Considerations

Fees will be deposited in general fund.

Staff Recommendations

Approving an ordinance of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 1 "General Provisions" by adding new section 1-21 titled "Library"; establishing the responsibilities of the Library Manager; providing for the operating policies and procedures for the Sachse Public Library; establishing fees; providing a repealing clause; providing a savings clause; providing a severability clause; and providing an effecting date, as a consent agenda item.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 1 “GENERAL PROVISIONS” BY ADDING A NEW SECTION 1-21 TITLED “LIBRARY”; ESTABLISHING THE RESPONSIBILITIES OF THE LIBRARY MANAGER; PROVIDING FOR THE OPERATING POLICIES AND PROCEDURES FOR THE SACHSE PUBLIC LIBRARY; ESTABLISHING FEES; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That Chapter 1 “General provisions” of the City of Sachse Code of Ordinances be, and the same is hereby amended by adding Section 1-21 “Library” to read as follows:

“Sec. 1-21 Library

A. Definitions.

Library shall mean the Sachse Public Library.

Library Manager shall mean the library manager or designee.

Library Board shall mean the advisory board of the Sachse Public Library.

B. Library manager.

All library department activities shall be administered under the direction of a library manager. The manager is responsible for carrying out approved policies under the direction of the city manager. The library manager shall provide staff support to the library board.

The city shall be entitled to pursue collection of fees and/or costs for overdue or lost materials through its employees and agents.

C. Operating policies and procedures.

The library manager shall be responsible for day to day operations of the library. The library will be operated in accordance with administrative directives and procedures issued by the city manager or his designee, the library manager. All policies shall be recommended by the library board and approved by the city council, a copy of which shall be kept on file in the office of the city secretary.

D. Identification of borrowers; overdue materials.

(1) Any person making application to borrow materials from the library will be required to

present whatever documents are deemed necessary by the librarian for adequate identification of the applicant.

(2) Any person who has outstanding fees for overdue materials may be disallowed from further borrowing until the fees have been paid.

(3) The fees for failure to return library materials, which have been borrowed from the Library shall be established by city council resolution.”

SECTION 2. That all provisions of the Ordinances of the City of Sachse, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. An offense committed before the effective date of this ordinance is governed by 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 word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

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

PASSED AND APPROVED by the City Council of the City of Sachse, Texas this the _____ day of _____, 2012.

APPROVED:

Mike Felix
Mayor

DULY ENROLLED:

Terry Smith
City Secretary

APPROVED AS TO FORM:

Peter G. Smith
City Attorney

Sachse Public Library Circulation Policy

**POLICY Approved by the board on February 13,
City Attorney review, then Council approval**

1. Borrowers must have a valid library card to check out materials. (A driver's license or other appropriate identification may be used on occasion if the card is forgotten, but should not be used as a permanent substitute for the actual library card.)
2. To apply for a library card:
 - a. Persons 16 and older are to present a photo I.D. and proof of current address – e.g. current driver's license, student I.D., employment identification card, printed personal check, recent utility bill, car registration, etc.
 - b. Persons under 16 are to be accompanied by a parent or guardian who must present proper identification and sign the application form at the time of registration. This parent or guardian is responsible for any fees incurred by the minor.
 - c. First time borrowers may only check out a maximum of 5 items.
3. There is no charge to apply for a library card; a replacement card will cost \$1.00. Identification will be requested before a replacement card is issued.
4. Each patron should use his/her own library card when checking out library material.
5. Loan Periods:

DVDS	7 DAYS (LIMIT SEVEN PER CARD)
BOOKS	21 DAYS
BOOKS ON CD/MP3	21 DAYS
E-BOOK READERS (NOTE: THERE IS AN E-BOOK READER POLICY THAT DEFINES THESE GUIDELINES.)	14 DAYS
ALL OTHER MEDIA	21 DAYS
VIDEOCASSETTES	7 DAYS

6. Items (excluding videos & DVD's) may be renewed for the same length of time as the original check-out unless another patron has placed a hold on it. Items may be renewed through the library website, by presenting them at the circulation desk, or by phone.
7. A hold may be placed on any item that is able to be checked out (excluding videos & DVD's). Reference materials, newspapers and magazines may not be checked out.
8. Any type of item or particular subject area may be placed on in-house reserve or limited in number of checked out items in a particular subject at the discretion of the library staff.
9. The library assumes no responsibility for damage caused to a borrower's audiovisual or computer equipment.
10. Copyright laws limit videocassettes, CDs, MP3 audio materials and DVDs to home viewing only and prohibit their duplication. Copyright laws also protect most books, magazines, and other Library media. Do not copy, reproduce, rebroadcast, tamper with, or alter any copyrighted materials in any manner.
11. Overdue material: Any item kept after the return date is overdue and is subject to fines.
12. Overdue Fines shall be set by City Council Resolution.
 - a. 10 cents per day per item – includes all items except videos and DVDs which are \$1.00 per day
 - b. The maximum fine per item is \$5.00.
 - c. E-book readers \$5.00 a day (Patrons are asked to sign an agreement before checking out an e-book reader.)
 - d. Overdue fines will not be charged for days when the library is closed.
 - e. Materials more than 120 days overdue will be deemed lost.
 - f. A patron may not check out any additional materials until all overdue items are returned or replaced.
13. Each patron will be responsible for materials checked out on his/her card as well as fines for late returns, lost items, and items damaged beyond repair. For lost and damaged items, the actual cost of a new or an exact replacement item will be charged. A lost or damaged item may also be replaced with an exact, new copy of the item unless the item had special value above a new item.

14. The Sachse Public Library will make every reasonable attempt to obtain interlibrary loan (ILL) requests. Usually this service is free of charge, though some libraries will charge for ILL loans. The borrower is responsible for any charges.
15. Parents and/or legal guardians are responsible for supervising the materials viewed and selected by their minor children. The Library will not be responsible to determine what materials may or may not be appropriate for children based on their individual circumstances.

Approved by the Library Board February 13, 2012



Legislation Details (With Text)

File #: 12-0774 **Version:** 1 **Name:** Circulation Policy
Type: Regular Agenda Item **Status:** Agenda Ready
File created: **In control:** City Council
On agenda: 3/19/2012 **Final action:**
Title: Consider a resolution approving the Sachse Public Library Circulation Policy as a consent agenda item.

Executive Summary

Library manager is requesting approval of the resolution supporting the circulation policy. The policy sets requirements for getting a library card, loan intervals and fees, and copyright law standards. The fees are as follows: 10 cents per day for all items except DVDs. DVDs are \$1.00 a day. Patrons can not use their cards if they have more than \$5.00 on their card.

Sponsors:

Indexes:

Code sections:

Attachments: [Microsoft Word - Sachse circulation policy021312](#)
[Microsoft Word - 51SACHSE Resolution Approving Library Circulation Policy54217](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution approving the Sachse Public Library Circulation Policy as a consent agenda item.

Executive Summary

Library manager is requesting approval of the resolution supporting the circulation policy. The policy sets requirements for getting a library card, loan intervals and fees, and copyright law standards. The fees are as follows: 10 cents per day for all items except DVDs. DVDs are \$1.00 a day. Patrons can not use their cards if they have more than \$5.00 on their card.

Background

Library Manager is proposing new circulation policy to be more comparable with metroplex libraries. This resolution will enable library staff to substantiate library fees from patrons. The policy sets requirements for getting a library card, loan intervals and fees, and copyright law standards. The fees are as follows: 10 cents per day for all items except DVDs. DVDs are \$1.00 a day. Patrons can not use their cards if they have more than \$5.00 on their card.

Policy Considerations

Policy Approved by Library Advisory Board on February 13, 2012 to formalize the circulation policy.

Budgetary Considerations

Fees will be deposited in general fund.

Staff Recommendations

Approval of a resolution of the City Council of the City of Sachse, Texas, approving the Sachse Public Library Circulation Policy; and providing an effective date as a consent agenda item.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE SACHSE PUBLIC LIBRARY CIRCULATION POLICY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sachse, Texas, desires to provide effective and efficient library services to meet the needs of its citizens; and

WHEREAS, the City Council of the City of Sachse has been presented with the Sachse Public Library Circulation Policy (the "Policy") that was approved by the Library Board on February 13, 2012, to provide guidelines for library usage and borrowing procedures; and

WHEREAS, upon full review and consideration of the Policy and all matters related thereto, the City Council is of the opinion and finds that the Policy should be approved and adopted by the Sachse Public Library.

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

SECTION 1. The Policy attached hereto as Exhibit "A," is approved and shall be adopted by the Sachse Public Library.

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 _____, 2012.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

Sachse Public Library Circulation Policy
POLICY Approved by the board on February 13,
City Attorney review, then Council approval

1. Borrowers must have a valid library card to check out materials. (A driver's license or other appropriate identification may be used on occasion if the card is forgotten, but should not be used as a permanent substitute for the actual library card.)
2. To apply for a library card:
 - a. Persons 16 and older are to present a photo I.D. and proof of current address – e.g. current driver's license, student I.D., employment identification card, printed personal check, recent utility bill, car registration, etc.
 - b. Persons under 16 are to be accompanied by a parent or guardian who must present proper identification and sign the application form at the time of registration. This parent or guardian is responsible for any fees incurred by the minor.
 - c. First time borrowers may only check out a maximum of 5 items.
3. There is no charge to apply for a library card; a replacement card will cost \$1.00. Identification will be requested before a replacement card is issued.
4. Each patron should use his/her own library card when checking out library material.
5. Loan Periods:

DVDS	7 DAYS (LIMIT FIVE PER CARD)
BOOKS	21 DAYS
BOOKS ON CD/MP3	21 DAYS
E-BOOK READERS (NOTE: THERE IS A E-BOOK READER POLICY THAT DEFINES THESE GUIDELINES.)	14 DAYS
ALL OTHER MEDIA	21 DAYS
VIDEOCASSETTES	7 DAYS

6. Items (excluding videos & DVD's) may be renewed for the same length of time as the original check-out unless another patron has placed a hold on it. Items may be renewed through the library website, by presenting them at the circulation desk, or by phone.
7. A hold may be placed on any item that is able to be checked out (excluding videos & DVD's). Reference materials, newspapers and magazines may not be checked out.
8. Any type of item or particular subject area may be placed on in-house reserve or limited in number of checked out items in a particular subject at the discretion of the library staff.
9. The library assumes no responsibility for damage caused to a borrower's audiovisual or computer equipment.
10. Copyright laws limit videocassettes, CDs, MP3 audio materials and DVDs to home viewing only and prohibit their duplication. Copyright laws also protect most books, magazines, and other Library media. Do not copy, reproduce, rebroadcast, tamper with, or alter any copyrighted materials in any manner.
11. Overdue material: Any item kept after the return date is overdue and is subject to fines.
12. Overdue Fines shall be set by City Council Resolution.
 - a. 10 cents per day per item – includes all items except videos and DVDs which are \$1.00 per day
 - b. The maximum fine per item is \$5.00.
 - c. E-book readers \$5.00 a day (Patrons are asked to sign an agreement before checking out an e-book reader.)
 - d. Overdue fines will not be charged for days when the library is closed.
 - e. Materials more than 120 days overdue will be deemed lost.
 - f. A patron may not check out any additional materials until all overdue items are returned or replaced.
13. Each patron will be responsible for materials checked out on his/her card as well as fines for late returns, lost items, and items damaged beyond repair. For lost and damaged items, the actual cost of a new or an exact replacement item will be charged. A lost or damaged item may also be replaced with an exact, new copy of the item unless the item had special value above a new item.
14. The Sachse Public Library will make every reasonable attempt to obtain interlibrary loan (ILL) requests. Usually this service is free of charge, though some libraries will charge for ILL loans. The borrower is responsible for any charges.

15. Parents and/or legal guardians are responsible for supervising the materials viewed and selected by their minor children. The Library will not be responsible to determine what materials may or may not be appropriate for children based on their individual circumstances.

Approved by the Library Board February 13, 2012



Legislation Details (With Text)

File #: 12-0772 **Version:** 1 **Name:** ordinance for library fees
Type: Regular Agenda Item **Status:** Agenda Ready
File created: **In control:** City Council
On agenda: 3/19/2012 **Final action:**

Title: Consider a resolution amending the master fee schedule to include fees for failure to return materials to the Sachse Public Library as a consent agenda item.

Executive Summary

Library manager is requesting approval of the updated Sachse Public Library Ordinance for the Circulation Policy. Fees are 10 cents a day for all items except DVDS which are \$1.00 a day. There is a \$5.00 cap on the card for fines. Fines have to be paid once they reach \$5.00 before the citizen can use the card.

Sponsors:

Indexes:

Code sections:

Attachments: [Microsoft Word - Sachse circulation policy021312](#)
[Microsoft Word - 51SACHSE Resolution Amending Master Fee Schedule Re Library Fees54185](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution amending the master fee schedule to include fees for failure to return materials to the Sachse Public Library as a consent agenda item.

Executive Summary

Library manager is requesting approval of the updated Sachse Public Library Ordinance for the Circulation Policy. Fees are 10 cents a day for all items except DVDS which are \$1.00 a day. There is a \$5.00 cap on the card for fines. Fines have to be paid once they reach \$5.00 before the citizen can use the card.

Background

Library Manager is proposing new circulation policy to be more comparable with metroplex libraries. This resolution will enable library staff to substantiate library fees from patrons. The daily fine is being changed from five cents per day to ten cents per day on all materials except DVDS. The fine for DVDS will remain the same at \$1.00 per day.

Policy Considerations

A Library Policy, which includes proposed library fees, was recommended for approval by Library Advisory Board on February 13, 2012. The policy is to formalize the circulation policy and give the Library Manger authority to enforce the library ciruclation policy.

Budgetary Considerations

Fees will be deposited in general fund.

Staff Recommendations

Approval of a resolution of the City Council of the City of Sachse, Texas, amending the Master Fee Schedule to provide for library fees for failure to return library material; and providing for an effective date as a consent agenda item.

Sachse Public Library Circulation Policy

**POLICY Approved by the board on February 13,
City Attorney review, then Council approval**

1. Borrowers must have a valid library card to check out materials. (A driver's license or other appropriate identification may be used on occasion if the card is forgotten, but should not be used as a permanent substitute for the actual library card.)
2. To apply for a library card:
 - a. Persons 16 and older are to present a photo I.D. and proof of current address – e.g. current driver's license, student I.D., employment identification card, printed personal check, recent utility bill, car registration, etc.
 - b. Persons under 16 are to be accompanied by a parent or guardian who must present proper identification and sign the application form at the time of registration. This parent or guardian is responsible for any fees incurred by the minor.
 - c. First time borrowers may only check out a maximum of 5 items.
3. There is no charge to apply for a library card; a replacement card will cost \$1.00. Identification will be requested before a replacement card is issued.
4. Each patron should use his/her own library card when checking out library material.
5. Loan Periods:

DVDS	7 DAYS (LIMIT SEVEN PER CARD)
BOOKS	21 DAYS
BOOKS ON CD/MP3	21 DAYS
E-BOOK READERS (NOTE: THERE IS AN E-BOOK READER POLICY THAT DEFINES THESE GUIDELINES.)	14 DAYS
ALL OTHER MEDIA	21 DAYS
VIDEOCASSETTES	7 DAYS

6. Items (excluding videos & DVD's) may be renewed for the same length of time as the original check-out unless another patron has placed a hold on it. Items may be renewed through the library website, by presenting them at the circulation desk, or by phone.
7. A hold may be placed on any item that is able to be checked out (excluding videos & DVD's). Reference materials, newspapers and magazines may not be checked out.
8. Any type of item or particular subject area may be placed on in-house reserve or limited in number of checked out items in a particular subject at the discretion of the library staff.
9. The library assumes no responsibility for damage caused to a borrower's audiovisual or computer equipment.
10. Copyright laws limit videocassettes, CDs, MP3 audio materials and DVDs to home viewing only and prohibit their duplication. Copyright laws also protect most books, magazines, and other Library media. Do not copy, reproduce, rebroadcast, tamper with, or alter any copyrighted materials in any manner.
11. Overdue material: Any item kept after the return date is overdue and is subject to fines.
12. Overdue Fines shall be set by City Council Resolution.
 - a. 10 cents per day per item – includes all items except videos and DVDs which are \$1.00 per day
 - b. The maximum fine per item is \$5.00.
 - c. E-book readers \$5.00 a day (Patrons are asked to sign an agreement before checking out an e-book reader.)
 - d. Overdue fines will not be charged for days when the library is closed.
 - e. Materials more than 120 days overdue will be deemed lost.
 - f. A patron may not check out any additional materials until all overdue items are returned or replaced.
13. Each patron will be responsible for materials checked out on his/her card as well as fines for late returns, lost items, and items damaged beyond repair. For lost and damaged items, the actual cost of a new or an exact replacement item will be charged. A lost or damaged item may also be replaced with an exact, new copy of the item unless the item had special value above a new item.

14. The Sachse Public Library will make every reasonable attempt to obtain interlibrary loan (ILL) requests. Usually this service is free of charge, though some libraries will charge for ILL loans. The borrower is responsible for any charges.
15. Parents and/or legal guardians are responsible for supervising the materials viewed and selected by their minor children. The Library will not be responsible to determine what materials may or may not be appropriate for children based on their individual circumstances.

Approved by the Library Board February 13, 2012

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AMENDING THE MASTER FEE SCHEDULE TO PROVIDE FOR LIBRARY FEES FOR FAILURE TO RETURN LIBRARY MATERIAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend the Master Fee Schedule adopted by Resolution No. 2177 by providing for library fees for failure to return library materials to the Sachse Public Library;

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

SECTION 1. That the Master Fee Schedule adopted by Resolution No. 2177 is hereby amended to read as follows:

“LIBRARY FEES

The fees for failure to return library materials, which have been borrowed from the Sachse Public Library, within the time allowed, shall be as follows:

- | | |
|----------------------------|---|
| (1) Book, per day | \$0.10 (increased from 5 cents per day) |
| (2) DVDs per day | \$1.00 |
| (4) CD per day | \$0.10 |
| (5) E-book readers per day | \$5.00 |

...”

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

DULY PASSED and approved by the City Council of the City of Sachse, Texas, on this the _____ day of _____, 2012.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

APPROVED AS TO FORM:

Joe Gorfida, Jr., City Attorney
(JIG/02-24-12/54185)



Legislation Details (With Text)

File #: 12-0760 **Version:** 1 **Name:** Proclamation recognizing Sachse High School Girls Basketball successful season.

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

File created: 3/8/2012 **In control:** City Council

On agenda: 3/19/2012 **Final action:**

Title: Proclamation recognizing Sachse High School Girls Basketball successful season.

Executive Summary
Sachse High School Girls Basketball Team advanced as a regional finalist- a first in school history.

Sponsors:

Indexes:

Code sections:

Attachments: [Proc.shs.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Proclamation recognizing Sachse High School Girls Basketball successful season.

Executive Summary

Sachse High School Girls Basketball Team advanced as a regional finalist- a first in school history.

Background

The Sachse High School Girls Basketball Team had a successful season they won district and was a regional finalist- both firsts in school history. Mayor Felix will present a proclamation recognizing their successful year. See attached proclamation.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Mayor Felix present the proclamation recognizing the record setting season of the Sachse High School Girls Basketball Team.

PROCLAMATION

WHEREAS, the citizens of Sachse take great pride in the academic and extracurricular activities of our students; and

WHEREAS, Sachse High School has a 13 member girls varsity basketball squad; and

WHEREAS, the Sachse team had a record of 31 victories and 8 defeats and won their district, which was a first in school history; and

WHEREAS, the Lady Mustang Basketball Squad was successful as a regional tournament finalist, another first in school history, under the guidance of Coach Donna McCullough; and

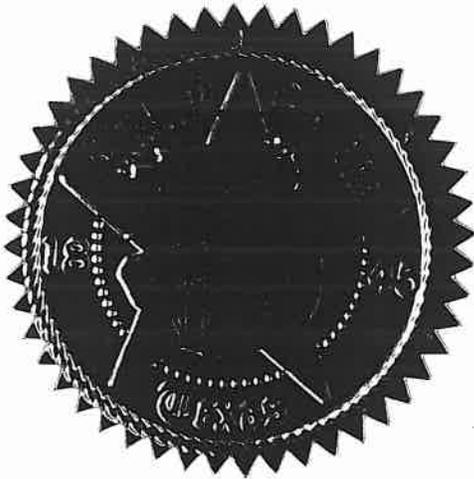
WHEREAS, the Sachse High School varsity girls basketball squad was well represented by Cynthia Matthews, Moriah Reed, Monica Dorsey, Candice Followwell, Larissa Villarruel, Amber Battiest, Lorian Benjamin, Acheil Tac, Michelle Chuk, Jaliyah Bolden, Ivey Oghakpor, Jasmine Langston and Nekiya Jackson, managers Casey James, Latreasha Harris, Edinam Kokutse and Maureen Kanayo, trainers Sylvia Hauskenecht, and Shelby Mitchell and assistant coaches Rory Barcheski, Alexis Hill and Katie Kelley.

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

March 19, 2012 as "Sachse High School Girls Basketball Day" in the City of Sachse

and urge all citizens to congratulate team members on their achievements.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 19th day of March, 2012.



Mike J. Felix
Mayor



Legislation Details (With Text)

File #: 12-0758 **Version:** 1 **Name:** Administer Oath of Office to Diane Model, Library Board Member.
Type: Regular Agenda Item **Status:** Agenda Ready
File created: 3/8/2012 **In control:** City Council
On agenda: 3/19/2012 **Final action:**
Title: Administer Oath of Office to Diane Model, Library Board Member.

Executive Summary

Ms. Diane Model was appointed to the Library Board at the last meeting. After taking the Oath she can assume the duties of her office.

Sponsors:

Indexes:

Code sections:

Attachments: [Oath.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Administer Oath of Office to Diane Model, Library Board Member.

Executive Summary

Ms. Diane Model was appointed to the Library Board at the last meeting. After taking the Oath she can assume the duties of her office.

Background

On March 3rd, the Council appointed Ms. Diane Model to the Library Board. She is required by state law and city charter to take the oath of office before assuming her duties. Mayor Felix will administer the Oath. Ms. Model will be presented a Board and Commission handbook for her use.

Policy Considerations

Oath of Office is a legal requirement.

Budgetary Considerations

None

Staff Recommendations

Mayor Felix administer the oath of office to Diane Model, Library Board Member.

In the name and by the authority of

THE STATE OF TEXAS

OATH OF OFFICE

I, Diane Model do solemnly swear, that I will faithfully execute the duties of the office of the Library Board Member, of the City of Sachse, State of Texas, and will, to the best of my ability preserve, protect and defend the Constitution and laws of the United States and of this State, so help me God.

X
Affiant

SWORN TO and subscribed before me by affiant on the ____ day of March, 2012.

Signature of person administering oath

Printed Name

Title



Legislation Details (With Text)

File #: 12-0715 **Version:** 2 **Name:** Planned Development for Benbrook Winchester, LP
Type: Regular Agenda Item **Status:** Agenda Ready
File created: 2/17/2012 **In control:** City Council
On agenda: 3/19/2012 **Final action:**

Title: Conduct a public hearing and consider the approval of an ordinance as requested by Benbrook Winchester, L.P. for a change in zoning for an approximately 65.54 acre tract located at 3100 Pleasant Valley Road, generally on the southeast corner of Merritt Road and Pleasant Valley Road from Agricultural (AG) District to Planned Development (PD) District and Turnpike Overlay District generally for Commercial 2 (C-2) uses.

Executive Summary

The applicant is requesting to rezone an approximately 65.54 acre property on the southeast corner of Merritt Road and Pleasant Valley Road from Agricultural (AG) District to Planned Development (PD) District. The property is within the Sachse Turnpike District.

Sponsors:

Indexes:

Code sections:

- Attachments:** [PP Presentation File 11-03cc 031912 - Final.pdf](#)
[Exhibit A - Revised 2-28-12.pdf](#)
[20120308 Exhibit B.pdf](#)
[ZO 11-03 Benbrook-Aerial.pdf](#)
[ZO 11-03 Benbrook-Zoning.pdf](#)
[PD-25 - Benbrook Winchester - Draft Ordinance.pdf](#)
[Dev Application 11-03.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Conduct a public hearing and consider the approval of an ordinance as requested by Benbrook Winchester, L.P. for a change in zoning for an approximately 65.54 acre tract located at 3100 Pleasant Valley Road, generally on the southeast corner of Merritt Road and Pleasant Valley Road from Agricultural (AG) District to Planned Development (PD) District and Turnpike Overlay District generally for Commercial 2 (C-2) uses.

Executive Summary

The applicant is requesting to rezone an approximately 65.54 acre property on the southeast corner of Merritt Road and Pleasant Valley Road from Agricultural (AG) District to Planned Development (PD) District. The property is within the Sachse Turnpike District.

Background

The applicant is requesting a change in zoning for an approximately 65.54 acre tract located at 3100 Pleasant Valley Road, generally on the southeast corner of Merritt Road and

Pleasant Valley Road from Agricultural (AG) District to Planned Development (PD) District and Turnpike Overlay District generally for Commercial 2 (C-2) uses.

The Planning and Zoning Commission voted at their February 27, 2011 meeting to unanimously recommend approval of this case with the stipulation that Section 2.4.b of Exhibit "A" be further clarified by stating that the landscape buffer will be maintained "in a live condition at all times".

SITE DATA

The subject site is approximately 65.54 acres in area, and has frontage on Merritt Road, Pleasant Valley Road and the President George Bush Turnpike. The turnpike does not have frontage roads adjacent to the subject property and vehicular access to the turnpike is not permitted.

USE OF PROPERTY UNDER CURRENT ZONING

Agricultural (AG) District - The AG-agricultural district is intended to be used primarily in areas where agricultural uses of at least five acres should be retained, where scattered, non-farm growth should be prevented, and as a temporary classification for newly annexed lands.

SURROUNDING ZONING AND LAND USES

North: Property located to the north is zoned Agricultural and Residential 1 (R-1). The area is generally developed as rural residential, but also includes the Pleasant Valley United Methodist Church.

East: Property to the east is zoned Residential 1 (R-1). The area is generally developed as single family residential.

South: Property to the south is zoned Agricultural (AG). The area is generally undeveloped and includes the President George Bush Turnpike.

West: Property to the west is zoned Agricultural (AG). The area is generally undeveloped, but does have a few rural residential structures.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

The proposed Planned Development (PD) zoning district is intended for the conduct of personal and business services and the general retail business of the community. Persons living in the community and in the surrounding trade territory require direct and frequent access. Traffic generated by the uses will be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

The proposed Planned Development (PD) zoning district will be one of many commercial zoning requests in the tollway district. These requests are in conformance with the City of

zoning requests in the tollway district. These requests are in conformance with the City of Sachse Comprehensive Plan, which designates this region as Business Park in an effort to promote commercial development along the President George Bush Turnpike. While the district does not currently include commercial uses, the landscape will dramatically change now that the tollway has been completed. The development of retail, office and other commercial uses in this district is key to the future success of the City of Sachse. The proposed Planned Development (PD) zoning is in conformance with the City's vision of this district and the overlay zoning standards will help prevent potential adjacency issues with existing development in the vicinity.

The portion of the subject property that is nearest the residential subdivision has a couple of unique features that should protect the existing homes from the future commercial uses. First, the easternmost portion of the subject property is within the transition zone of the Turnpike Overlay District and will be required to be developed in accordance with those standards. The eastern portion of the subject property also has flood plain, floodway and a conservation easement that will prevent a good portion of the property from developing. This undeveloped portion of the property will preserve the existing trees and will serve as a buffer between the residential uses and the future commercial uses.

COMPREHENSIVE PLAN

The Future Land Use Plan designates the majority of the subject property as Business Park, which is defined as offices and office buildings, technology centers, restaurants and specialty retail. The proposed PD, when combined with the overlay district standards fits this definition.

The easternmost portion of the property is designated as parks and open space. While the applicant is requesting PD zoning for the entire property, the floodplain, floodway and conservation easement will prevent this portion of the property from developing as commercial and will preserve the property as open space.

THOROUGHFARE PLAN

The City's Thoroughfare Plan identifies Merritt Road and Pleasant Valley Road as Minor Arterials. These 4-lane divided roadways with a minimum 80 feet of right-of-way are designed to provide direct access to adjacent properties and the local street network. Both roads are currently constructed as a two lane asphalt roads. The widening of this segment of Merritt Road and a portion of Pleasant Valley Road are currently being designed and will be constructed as part of a joint City of Sachse - Dallas County project.

Policy Considerations

1. The City's Zoning Ordinance stipulates the following development regulations for the C-2 District:

Minimum lot width: Not specified.

Minimum lot depth: Not specified.

Minimum front yard setback adjacent to a street: 25 feet.

Minimum side yard setback (interior): Not specified.

Minimum side yard setback adjacent to a street : 25 feet, same as front yard setback requirement.

Minimum rear yard setback: 10 feet and 25 feet where adjacent to a dwelling district.

Maximum Building Height: 90 feet.

2. The subject property will be required to be developed according to both the C-2 standards in the Zoning Ordinance as well as the overlay districts Commercial Zone. Where the standards of the Zoning Ordinance are in conflict with the standards of the overlay district, the more restrictive shall apply.

- a. The overlay district will further limit the allowed uses.
- b. The Commercial Zone allows for a wide variety of retail, restaurant, office, hotel and other commercial uses, all relying on the base zoning district for most development standards such as building heights and setbacks.
- c. The Commercial Zone provides for a higher level of building and site design and landscaping that will create more attractive developments.
- d. The Transition Zone is intended to form the buffer between the residential uses and the intense commercial uses found in the Commercial Zone. To achieve this buffering, the following standards have been included:
 - i. While the Transition Zone is intended to be a commercial district, retail uses are specifically limited to that area within 400 feet of the Commercial Zone to eliminate any negative impacts associated with residential adjacency. Non-retail uses such as professional and medical offices are permitted throughout the Transition Zone.
 - ii. Uses in the transition zone are limited in their scope by the following maximum building footprints:
 1. Retail sales and service: 50,000 square feet max
 2. Financial and office uses: 35,000 square feet max
 3. Mixed Use buildings: 30,000 square feet max
 - iii. Buildings shall not exceed two stories in height within 300 feet of residentially zoned lots. Beyond 300 feet from a residential zoned lot, building height may increase one foot for each additional four feet in setback to a maximum height of four stories.
 - iv. The transition zone also requires all freestanding signage to be monument signs, with a maximum height of eight feet and exterior lighting.
- e. Additional measures for buffering have been included:
 - i. A minimum 50 foot landscape buffer shall be maintained along the north property boundary a minimum distance of 875 feet from the northeast boundary corner and 413 feet along the east property boundary terminating outside of the area defined by the Water Impoundment Easement.
 - ii. Prior to development of Area 2, this landscape buffer shall be planted to provide a visual screen and consist of tree types that exist on the property or evergreen shade trees, and tall shrubs resulting in a tree spaced at a minimum of every 20 feet along the buffer.
 - iii. All new trees shall have at minimum a 3-inch caliper trunk and be a minimum of 7 feet tall at time of planting.
 - iv. Evergreen shrubs shall be planted along this buffer to provide a minimum 6 feet tall continuous screen.
 - v. A screening fence or wall shall not be permitted along the east property boundary or within 875 feet of the northern most corner of the property along the north property boundary.
- f. Additional measures for design standards include:

~~i. Area 1 as shown on Exhibit B and described on Exhibit B-1 shall conform to the City of Sachse Zoning Sachse, Texas~~

- i. Area 1 as shown on Exhibit B and described on Exhibit B-1 shall conform to the City of Sachse Zoning Ordinance, Article 3 Section 5 - C-2 General Commercial District and Section 14.5 Commercial Zone Standards of the Sachse Turnpike overlay district.
- ii. Area 2 as shown on Exhibit B and described on Exhibit B-2 shall conform to the City of Sachse Zoning Ordinance, Article 3 Section 5 - C-2 General Commercial District and Section 14.6 Transition Zone Standards of the Sachse Turnpike overlay district.
- iii. No development shall be permitted within the area defined by the Dalworth Soil Conservation District Water Impoundment Easement.
- iv. Clearing and improvements associated with an access road not to exceed 50 feet in width shall be permitted in order to provide access across this area at one location, with the roadway being a minimum of 400 feet from the eastern property boundary.
- v. Sidewalks, plantings, and other park related improvements shall be permitted in this area with the City of Sachse approval.
- vi. All improvements within this area shall meet all federal and state regulations and meet all conditions of the Water impoundment Easement.

Budgetary Considerations

None

Staff Recommendations

Staff recommends approval of an Ordinance of the City of Sachse, Texas, amending the Comprehensive Zoning Ordinance and Map, as heretofore amended; to grant a change of zoning from Agricultural District to Planned Development No. 25 (PD-25) to provide for the development of a Commercial-2 District in accordance with the Benbrook Winchester Planned Development regulations as set forth in Exhibit A attached hereto on approximately 65.54 acres of land, located at 3100 Pleasant Valley Road, generally on the southeast corner of Merritt Road and Pleasant Valley Road, City of Sachse, Dallas County, Texas, depicted in Exhibit B attached hereto and more particularly described by metes and bounds in Exhibits B-1 and B-2 attached hereto; providing a repealing clause; providing a savings clause; providing a severability clause; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date.

Zoning Request Benbrook Winchester, LP

City Council

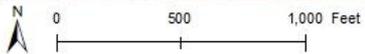
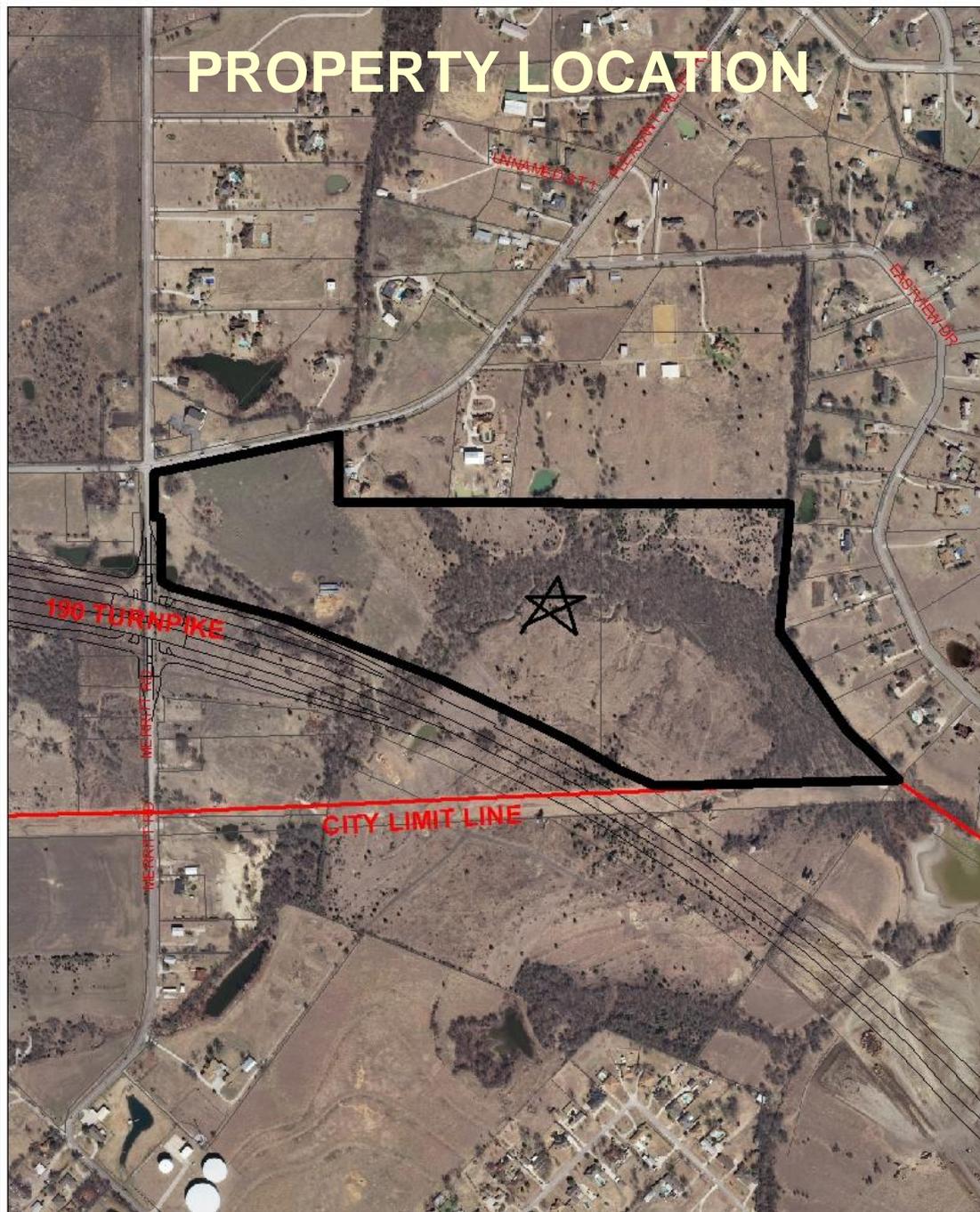
Presentation

March 19, 2012

Request

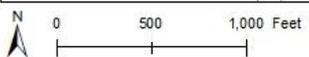
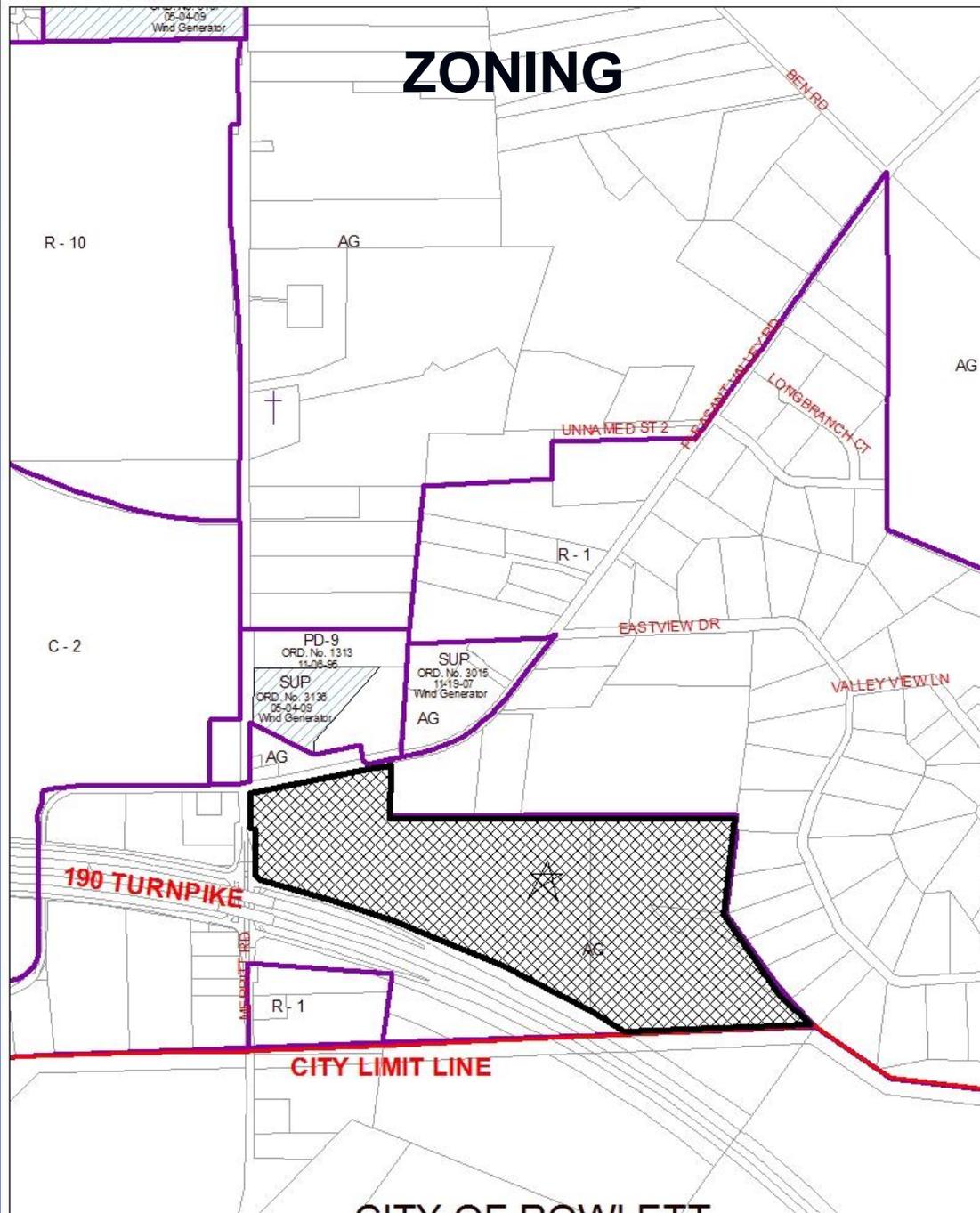
- Conduct a public hearing and consider the approval of an ordinance as requested by **Benbrook Winchester, L.P.** for a change in zoning for an approximately 65.54 acre tract located at 3100 Pleasant Valley Road, generally on the southeast corner of Merritt Road and Pleasant Valley Road from Agricultural (AG) District to Planned Development (PD) District and Turnpike Overlay District generally for Commercial 2 (C-2) uses.

PROPERTY LOCATION



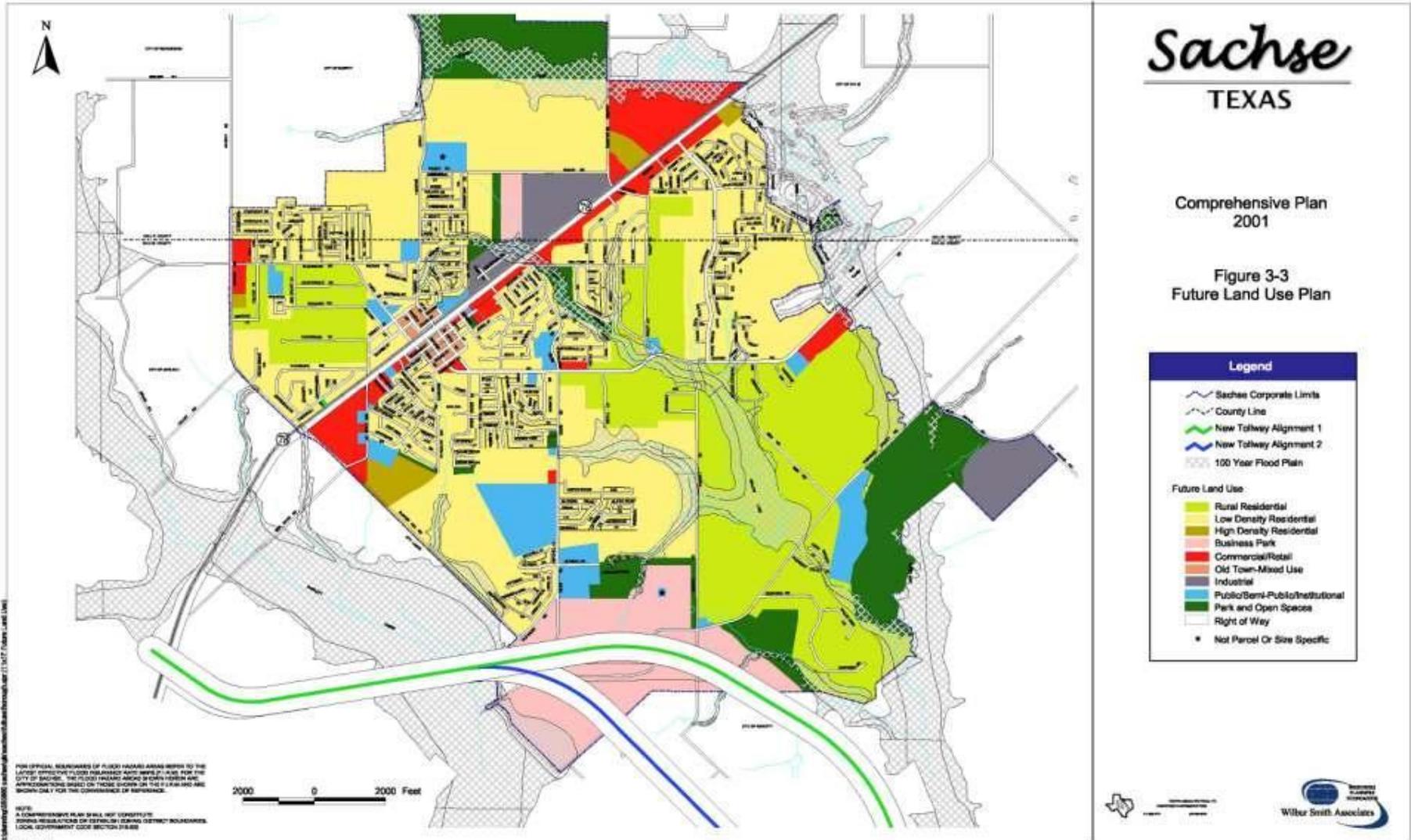
AERIAL MAP

ZONING



ZONING MAP

Future Land Use Plan



Zoning Exhibit

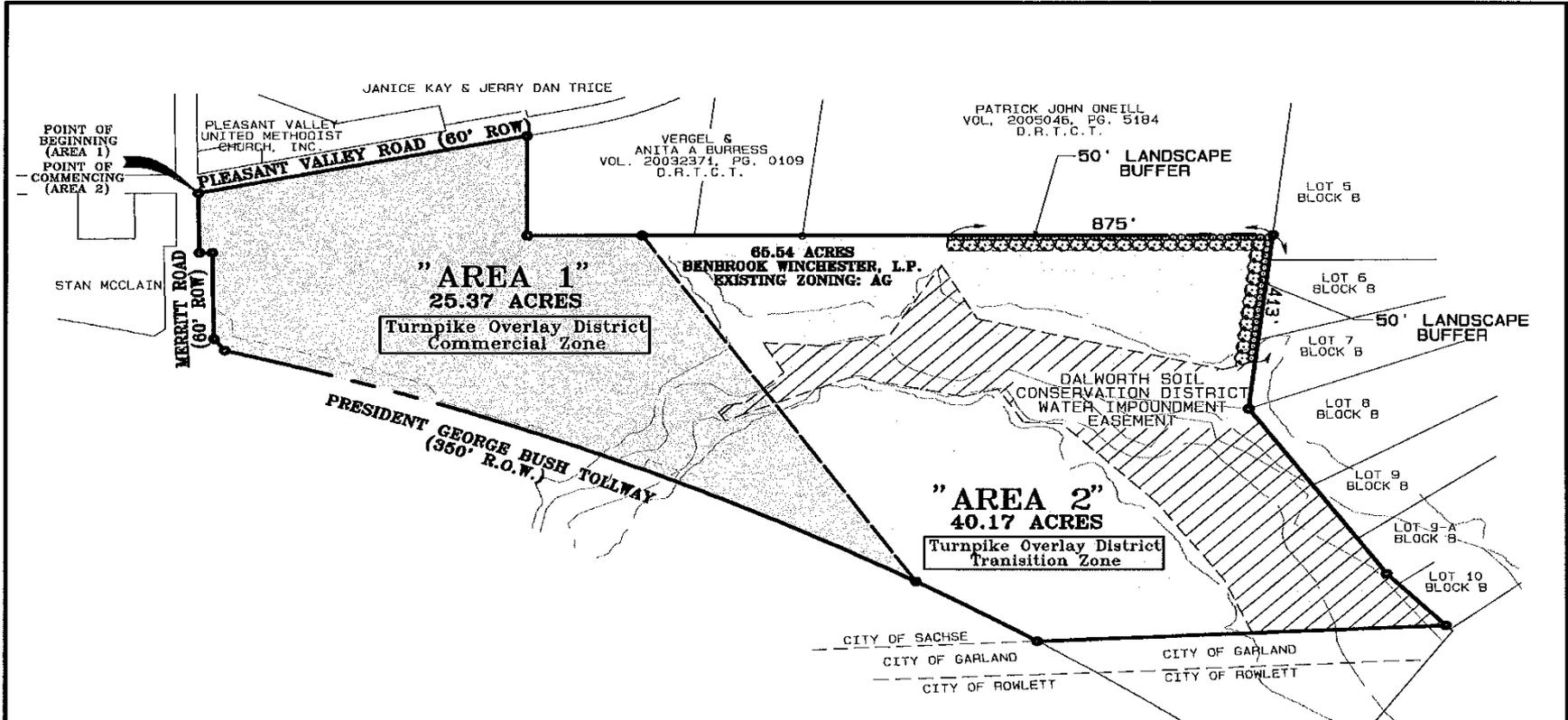


EXHIBIT "B"

BENBROOK WINCHESTER ZONING EXHIBIT



Graham Associates, Inc.
 CONSULTING ENGINEERS & PLANNERS
 600 SIX FLAGS DRIVE, SUITE 500
 ARLINGTON, TEXAS 76011 (817) 640-8535
 TBPE FIRM: F-1191/TBPLS FIRM: 101538-00



1" = 400'

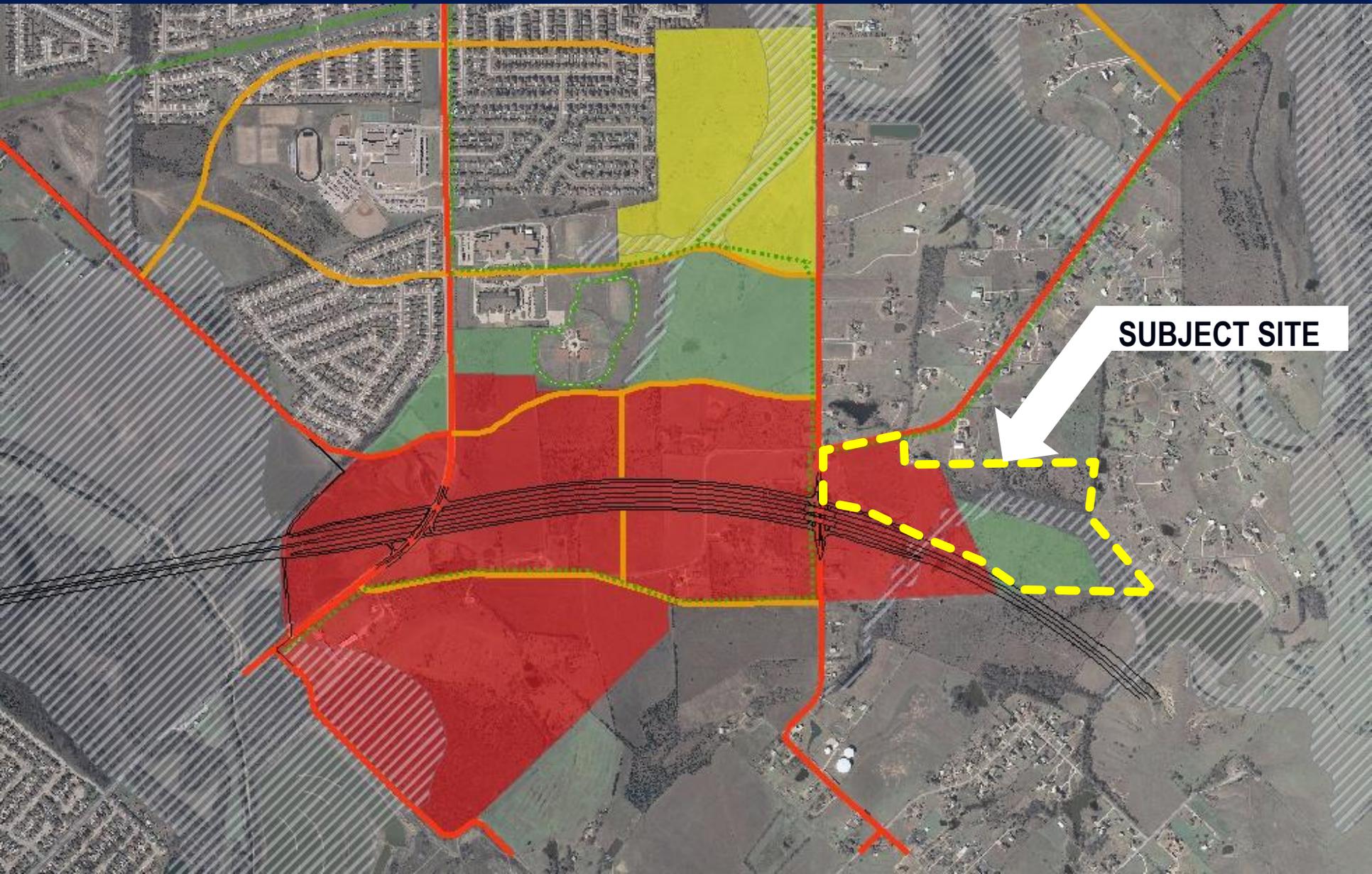
Existing Zoning

- Agriculture (AG) Uses: agriculture, residential
 - Minimum lot size:
 - Agriculture – no minimum
 - Single family – 1 acre
 - Other permitted uses – 2 acres
 - Minimum dwelling unit size of 2,000 square feet
 - Minimum lot width – 150 feet for sf, 200 for other uses
 - Minimum front yard setback – 25 feet
 - Minimum side yard setback – 15 feet for sf, 30 feet for other uses
 - Maximum building height – 35 feet

Proposed Zoning

- Planned Development (PD) District and Sachse Turnpike Overlay District generally for Commercial 2 (C-2) uses.

Overlay District



SUBJECT SITE

Overlay Standards

■ Commercial Zone

■ Front yard setback –

- 25 feet from PGBT since “no accessible service road is available”
- 30 feet from all other streets

■ Parking

■ Lighting

■ Screening

■ Landscaping

C-2 - Transition Zone

- Will have a base zoning of C-2
 - The permitted use chart for both C-2 and overlay zone are used. The more restrictive of the two applies.
 - The uses are further restricted by their location within the transition zone:
 - Retail uses shall only be permitted within 380 feet of the commercial zone
 - Other commercial uses, such as professional and medical offices are permitted throughout the transition zone

C-2 - Transition Zone

■ Overlay standards

■ Height requirements

- Buildings cannot exceed two stories within 300 feet of any residentially zoned property. Beyond 300 feet the height may increase 1 foot for every 4 additional feet of setback to a maximum of 4 stories

■ Maximum building footprint

- Projects shall be restricted to maximum building footprints base on the use

■ Additional landscape requirements

- In addition to the landscape standards in the Commercial Zone, the Transition Zone requires a vegetative open space area equal to the building footprint adjacent to the building

C-2 - Transition Zone

- Overlay standards

- Signage requirements

- Within the Transition District, all freestanding signage must be monument style with a maximum height of eight feet
 - Monument signs must have exterior lighting
 - A planter bed totaling at least 40 square feet must be planted around the base of the monument sign.

Proposed Zoning

- Per PD Ord., a minimum 50 foot landscape buffer shall be maintained along the north and east property boundaries.
 - Along north boundary 875 ft from east boundary.
 - Along east boundary 413 ft from north boundary.
 - Prior to development of Area “2”, this landscape buffer shall be planted to provide a visual screen.
 - Existing trees
 - Evergreen shade trees
 - Tall shrubs

Proposed Zoning

- PD Landscape Buffer requirements (continued):
 - New tree shall be spaced a minimum of every 20 feet along the buffer.
 - All new trees shall have at minimum a 3-inch caliper trunk and be a minimum 7 feet tall when planted.
 - Evergreen shrubs shall be planted along the buffer to provide a minimum 6 feet tall continuous cover.
 - A screening wall or fence is prohibited along the property boundary within the buffer area.

Proposed Zoning

- Improvements associated with an access road along the north boundary shall not to exceed 50 feet in width.
 - To provide access from Area “1” to the remote area of Area “2”.
 - The access road shall be a minimum 400 feet from the east boundary.

Proposed Zoning

- Area “1” and “2” shall conform to C-2 and Sachse Turnpike Overlay districts.
- No development shall be permitted within the Dalworth Soil Conservation District Water Improvement Easement.
 - Sidewalks, plantings, and other park related improvements shall be permitted in this area with the City’s approval.
 - All improvements in this area shall meet federal and state guidelines.

Staff Recommendation

- That the City Council approve the requested rezone of approximately 65.54 acres from Agricultural (AG) District to Planned Development (PD) District and Turnpike Overlay District generally for Commercial 2 (C-2) uses.

EXHIBIT “A”

Benbrook Winchester

Planned Development Regulations

1.0 General Regulations:

- 1.1 Except as otherwise set forth in these Planned Development Regulations, the property shall develop under the Commercial District (C-2) standards and according to the Turnpike Overlay District Standards contained in the City’s Zoning Ordinances as it currently exists or may be amended.
- 1.2 Definitions used herein shall be the same as those found in the Zoning Ordinance for the City of Sachse, Texas.

2.0 Design Standards:

- 2.1 “Area 1” as shown on Exhibit “B” and described on Exhibit “B-1” shall conform to the City of Sachse Zoning Ordinance, Article 3, Section 5.– C-2 General Commercial District and Section 14.5 Commercial Zone Standards of the Sachse Turnpike Overlay District.
- 2.2 “Area 2” as shown on Exhibit “B” and described on Exhibit “B-2” shall conform to the City of Sachse Zoning Ordinance, Article 3, Section 5. – C-2 General Commercial District and Section 14.5 Commercial Zone Standards of the Sachse Turnpike Overlay District.
- 2.3 No development shall be permitted within the area defined by the Dalworth Soil Conservation District Water Impoundment Easement as recorded in Volume 4007, Page 460, Deed Records, Dallas County, Texas. Clearing and improvements associated with an access road not to exceed 50 feet in width shall be permitted in order to provide access across this area at one location with the roadway being a minimum of 400 feet from the eastern property boundary. Sidewalks, plantings, and other park related improvements shall be permitted in this area with City of Sachse approval. All improvements within this area shall meet all federal and state regulations and meet all conditions of the Water Impoundment Easement.
- 2.4 Screening:
 - a) A screening fence or wall shall not be permitted along the east property boundary or within 875 feet of the northeastern most corner of the property along the north property boundary.

- b) A minimum 50 foot landscape buffer shall be maintained in a live condition at all times along the north property boundary a minimum distance of 875 feet from the northeastern most corner of the property and 413 feet along the east property boundary terminating outside of the area defined by the Water Impoundment easement. Prior to development of any portion of "Area 2", this landscape buffer shall be planted to provide a visual screen and consists of tree types that exist on the property or evergreen shade trees, and tall shrubs resulting in a tree spaced at a minimum of every 20 feet along the buffer. All new trees shall have a minimum of a 3 inch caliper trunk and be a minimum of 7 feet tall at the time of planting. Evergreen shrubs shall be planted along this buffer to provide a minimum 6 feet tall continuous screen.

All other development (zoning) requirements shall conform to the City of Sachse Zoning Ordinance, Article 3, Section 5, as it exists or may be amended. Special Use Permit (SUP) will be required where indicated adjacent to an allowable use.

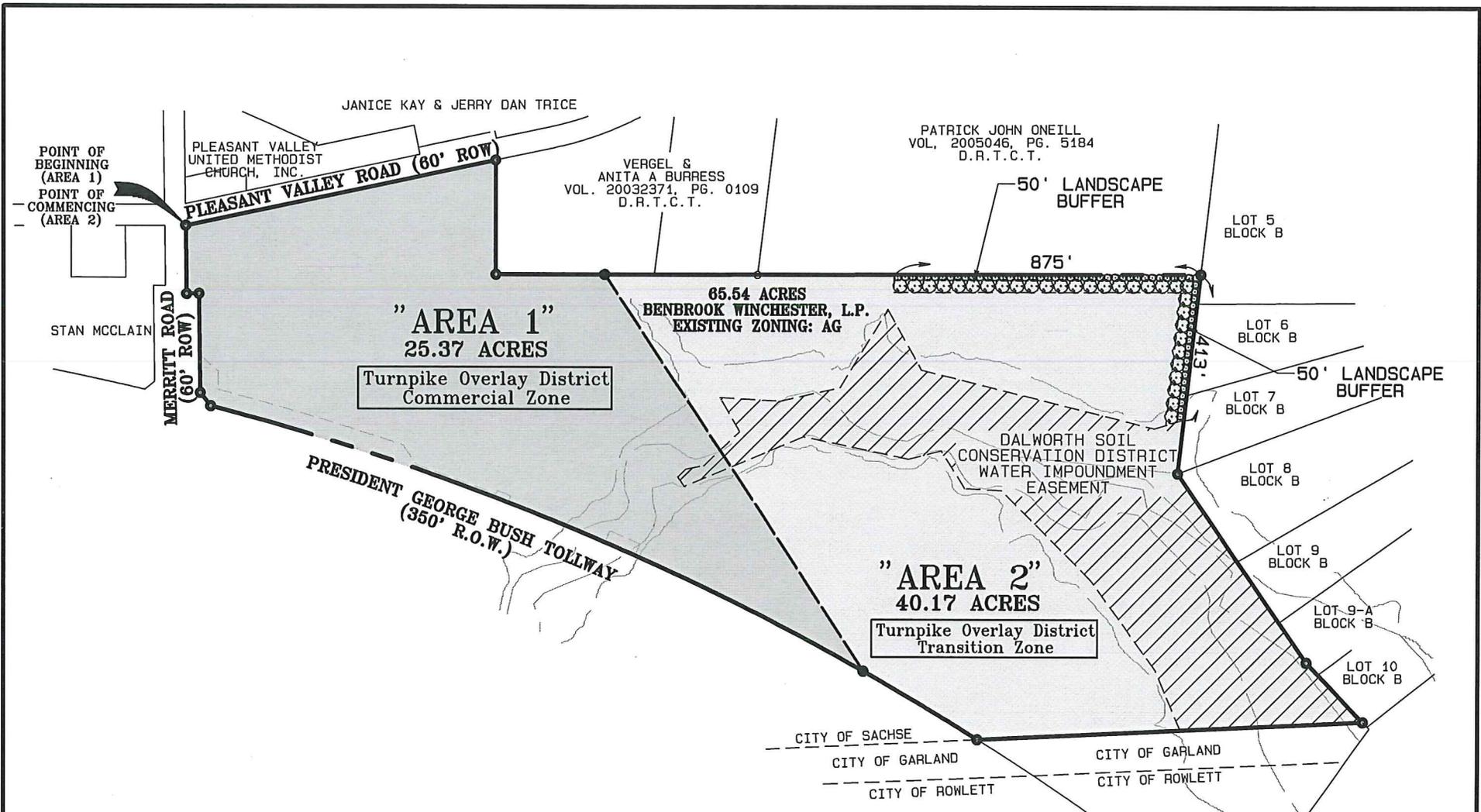


EXHIBIT "B"

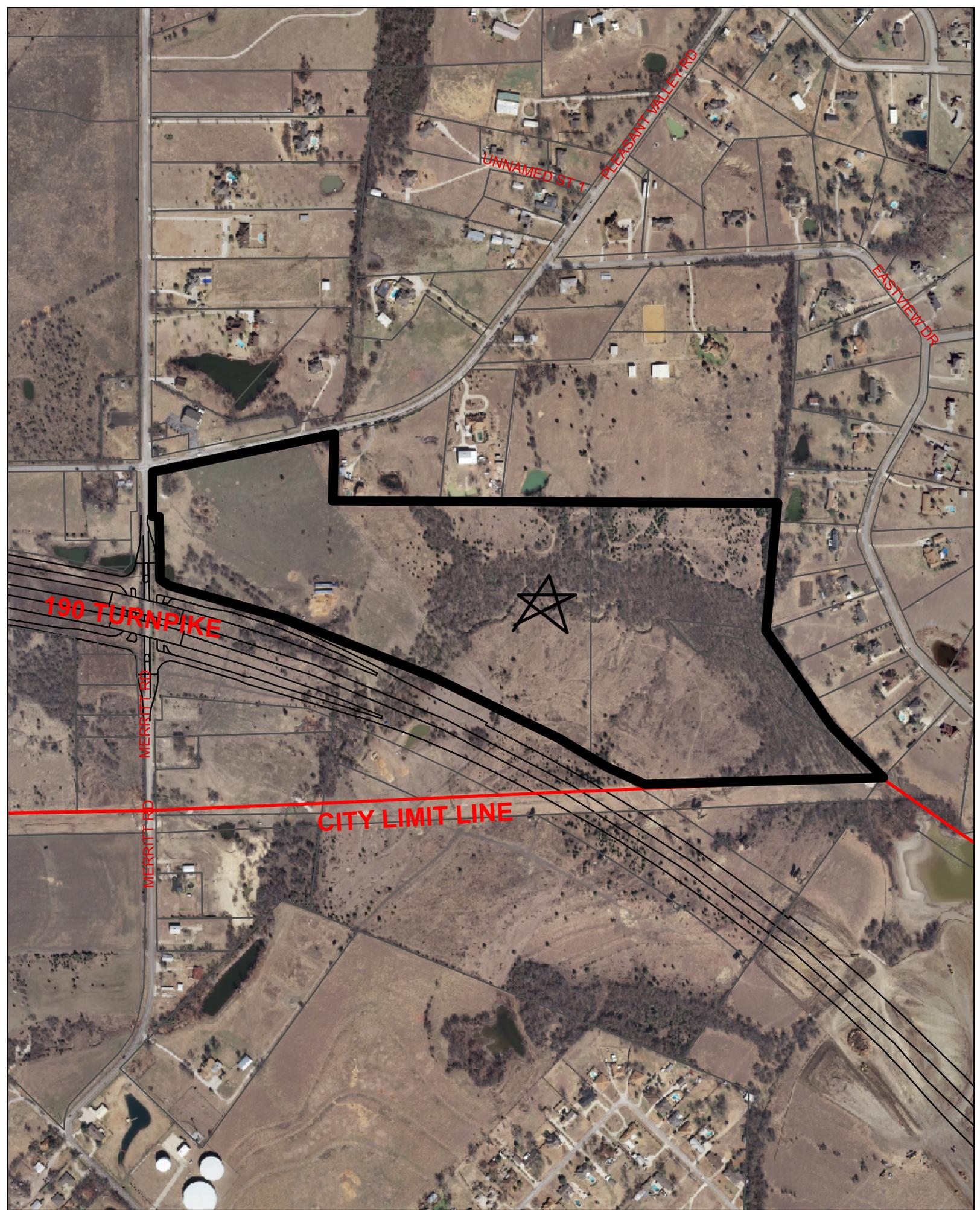
BENBROOK WINCHESTER ZONING EXHIBIT



1"=400'



Graham Associates, Inc.
 CONSULTING ENGINEERS & PLANNERS
 600 SIX FLAGS DRIVE, SUITE 500
 ARLINGTON, TEXAS 76011 (817) 640-8535
 TBPE FIRM: F-1191/TBPLS FIRM: 101538-00



190 TURNPIKE

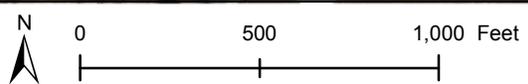
UNNAMED ST

PLEASANT VALLEY RD

EASTVIEW DR

MERRITT RD

CITY LIMIT LINE



AERIAL MAP

FILE: ZO 11-03
BENBROOK AG TO C2

ORD. No. 3136
05-04-09
Wind Generator

R - 10

AG

AG

UNNAMED ST 2

BEN RD
LONGBRANCH CT

R - 1

C - 2

EASTVIEW DR

VALLEY VIEW LN

PD-9
ORD. No. 1313
11-06-95

SUP
ORD. No. 3136
05-04-09
Wind Generator

SUP
ORD. No. 3015
11-19-07
Wind Generator

AG

AG

190 TURNPIKE

MERRILL RD

R - 1

AG

CITY LIMIT LINE

CITY OF BOWLETT



0 500 1,000 Feet

ZONING MAP

FILE: ZO 11-03
BENBROOK AG TO C2

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED; TO GRANT A CHANGE OF ZONING FROM AGRICULTURAL DISTRICT TO PLANNED DEVELOPMENT NO. 25 ("PD-25") TO PROVIDE FOR THE DEVELOPMENT OF A COMMERCIAL-2 DISTRICT IN ACCORDANCE WITH THE BENBROOK WINCHESTER PLANNED DEVELOPMENT REGULATIONS AS SET FORTH IN EXHIBIT "A" ATTACHED HERETO ON APPROXIMATELY 65.54 ACRES OF LAND, LOCATED AT 3100 PLEASANT VALLEY ROAD, GENERALLY ON THE SOUTHEAST CORNER OF MERRITT ROAD AND PLEASANT VALLEY ROAD, CITY OF SACHSE, DALLAS COUNTY, TEXAS, DEPICTED IN EXHIBIT "B" ATTACHED HERETO AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBITS "B-1" AND "B-2" ATTACHED HERETO; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Sachse, Texas, as heretofore amended, be and the same are hereby further amended to grant a change in zoning from Agricultural ("AG") to Planned Development 25 ("PD-25") for the development of personal and business services, and general retail businesses, in accordance with development regulations set forth in Exhibit "A" on approximately 65.54 acres of land located at 3100 Pleasant Valley Road, generally on the southeast corner of Merritt Road and Pleasant Valley Road, City of Sachse, Dallas County, Texas, being depicted in Exhibit "B" and more particularly described by metes and bounds in Exhibits "B-1" and "B-2".

SECTION 2. That the Comprehensive Zoning Ordinance and Map of the City of Sachse, Texas, are hereby amended in part by designation of approximately 65.54 acres of land as PD-25 with a base zoning of Commercial-2 ("C-2") to be developed in accordance with development regulations set forth in Exhibit "A" on the property located at 3100 Pleasant Valley Road,

generally on the southeast corner of Merritt Road and Pleasant Valley Road, City of Sachse, Dallas County, Texas, being depicted in Exhibit "B" and more particularly described by metes and bounds in Exhibits "B-1" and "B-2".

SECTION 3. That the above property contained within PD-25 shall be developed and used only in accordance with the development regulations set forth in Exhibit "A."

SECTION 4. 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 5. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 6. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 7. 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 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 thousand dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption as the law in such cases provides.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas on the _____ day of February, 2012.

APPROVED:

Mike Felix
Mayor

DULY ENROLLED:

Terry Smith
City Secretary

APPROVED AS TO FORM:

Peter G. Smith
City Attorney
(JG/02-21-2012/54098)

EXHIBIT "A"

Benbrook Winchester
Planned Development Regulations

1.0 General Regulations:

- 1.1 Except as otherwise set forth in these Planned Development Regulations, the property shall develop under the Commercial District (C-2) standards and according to the Turnpike Overlay District Standards contained in the City's Zoning Ordinances as it currently exists or may be amended.
- 1.2 Definitions used herein shall be the same as those found in the Zoning Ordinance for the City of Sachse, Texas.

2.0 Design Standards:

- 2.1 "Area 1" as shown on Exhibit "B" and described on Exhibit "B-1" shall conform to the City of Sachse Zoning Ordinance, Article 3, Section 5.— C-2 General Commercial District and Section 14.5 Commercial Zone Standards of the Sachse Turnpike Overlay District.
- 2.2 "Area 2" as shown on Exhibit "B" and described on Exhibit "B-2" shall conform to the City of Sachse Zoning Ordinance, Article 3, Section 5. — C-2 General Commercial District and Section 14.5 Commercial Zone Standards of the Sachse Turnpike Overlay District.
- 2.3 No development shall be permitted within the area defined by the Dalworth Soil Conservation District Water Impoundment Easement as recorded in Volume 4007, Page 460, Deed Records, Denton County, Texas. Clearing and improvements associated with an access road not to exceed 50 feet in width shall be permitted in order to provide access across this area at one location with the roadway being a minimum of 400 feet from the eastern property boundary. Sidewalks, plantings, and other park related improvements shall be permitted in this area with City of Sachse approval. All improvements within this area shall meet all federal and state regulations and meet all conditions of the Water Impoundment Easement.
- 2.4 Screening:
 - a) A screening fence or wall shall not be permitted along the east property boundary or within 875 feet of the northeastern most corner of the property along the north property boundary.

- b) A minimum 50 foot landscape buffer shall be maintained along the north property boundary a minimum distance of 875 feet from the northeastern most corner of the property and 413 feet along the east property boundary terminating outside of the area defined by the Water Impoundment easement. Prior to development of any portion of "Area 2", this landscape buffer shall be planted to provide a visual screen and consists of tree types that exist on the property or evergreen shade trees, and tall shrubs resulting in a tree spaced at a minimum of every 20 feet along the buffer. All new trees shall have a minimum of a 3 inch caliper trunk and be a minimum of 7 feet tall at the time of planting. Evergreen shrubs shall be planted along this buffer to provide a minimum 6 feet tall continuous screen.

All other development (zoning) requirements shall conform to the City of Sachse Zoning Ordinance, Article 3, Section 5, as it exists or may be amended. Special Use Permit (SUP) will be required where indicated adjacent to an allowable use.

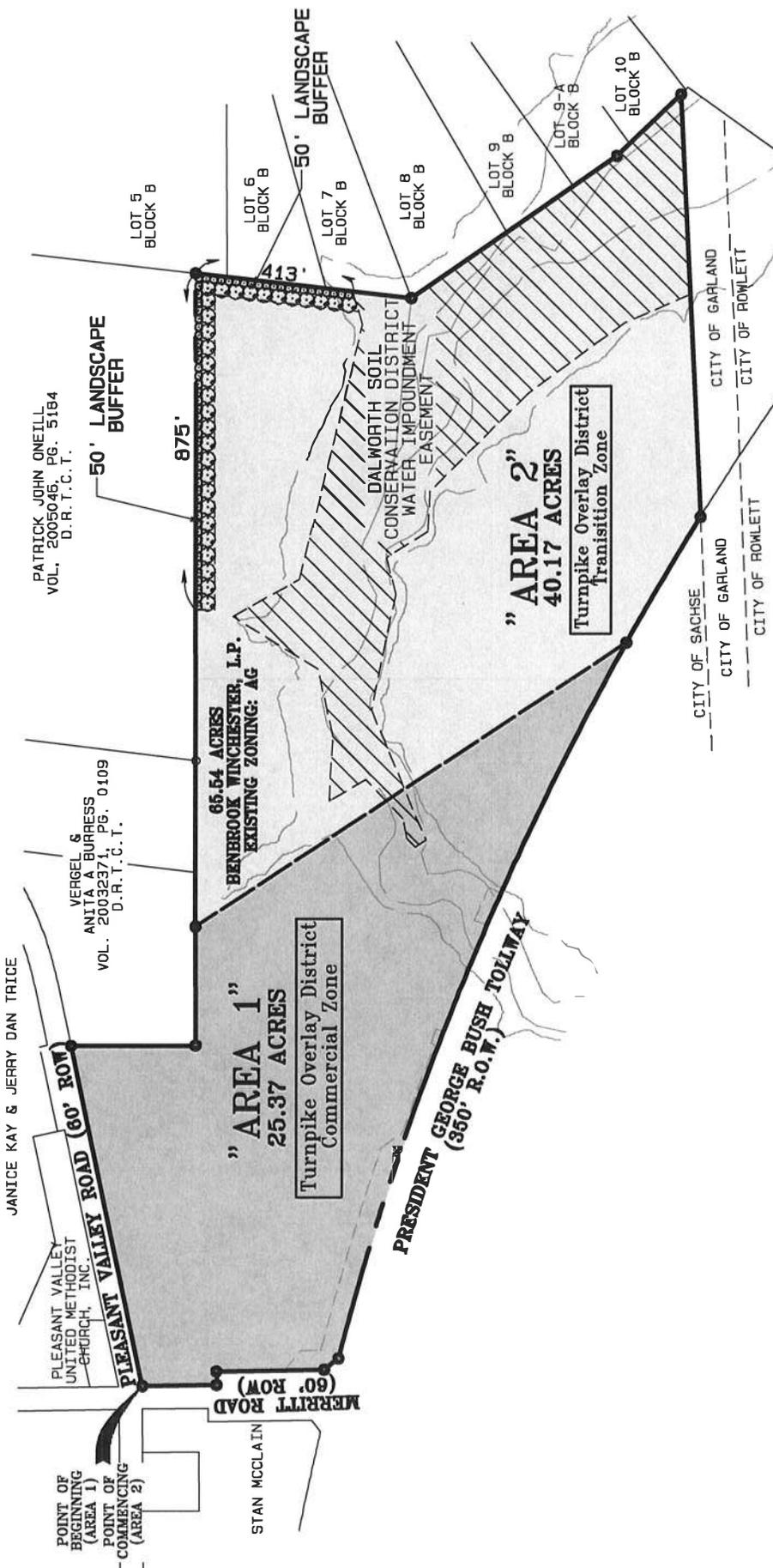


EXHIBIT "B"

BENBROOK WINCHESTER ZONING EXHIBIT



1" = 400'



Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
 600 SIX FLAGS DRIVE, SUITE 500
 ARLINGTON, TEXAS 76011 (817) 640-8535
 TBE FIRM: F-1191/TBPLS FIRM: 101538-00

Exhibit "B-1"
Legal Description
AREA 1
(25.37 Acres)

Being a 25.37 acre tract of land situated in the Margaret J. Survey, Abstract No.1263, McKinney & Williams Survey, Abstract No.1015, and William D. Burnett Survey, Abstract 92, of Dallas County, Texas and being a portion of that certain parcel conveyed to Benbrook Winchester, L.P. by the deed recorded in Volume 94194, Page 2246, Deed Records, Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a found ½ inch iron rod with a cap stamped "Pacheco Koch", being the northwest corner of said Benbrook Winchester tract, and being the southeast right-of-way corner of the intersection of Merritt Road (a 60 foot right-of-way) and Pleasant Valley Road (a 60 foot right-of-way);

THENCE North 78°05'20" East, along the south line of said Pleasant Valley Road a distance of 903.27 feet to a point for corner, being a north corner of said Benbrook Winchester tract and being the northwest corner of a tract of land conveyed to Vergel & Anita A Burress by the deed recorded in Volume 20032371, Page 0109, D.R.D.C.T., being a common line;

THENCE South 00°10'13" East, along said common line a distance of 323.51 feet to a found ½ inch iron rod for corner, being the southwest corner of said Burress Tract;

THENCE North 89°54'06" East, continuing along said common line, a distance of 308.88 feet to a point for corner,

THENCE South 33°20'41" East, leaving said common line, a distance of 1340.67 feet to a point for corner, for the beginning of a non-tangent curve to the left having a radius of 7815.00 feet and a central angle of 14°43'43", and a long chord which bears North 68°06'51" West, 2003.43 feet, said point being in the north right-of-way line of President George Bush Tollway (a 350 foot right-of-way);

THENCE along said north right-of-way line, and along said non-tangent curve to the left an arc distance of 2008.96 feet to a point for corner;

THENCE North 38°11'28" West, leaving said north right-of-way line, a distance of 47.67 feet to a point for corner, said point being in the east right-of-way line of said Merritt Road;

THENCE North 00°47'49" West, along said east right-of-way line, a distance of 279.66 feet to a point for corner;

THENCE South 89°12'11" West, continuing along said east right-of-way line, a distance of 35.50 feet to a found 1/2 inch iron rod with a cap stamped "Pacheco Koch" for corner;

THENCE North 00°47'49" West, continuing along said east right-of-way line, a distance of 193.13 feet to the POINT OF BEGINNING and CONTAINING 1,105,301 square feet, 25.37 acres of land, more or less.

Exhibit "B-2"
Legal Description
AREA 2
(40.17 Acres)

Being a 40.17 acre tract of land situated in the Margaret J. Survey, Abstract No.1263, McKinney & Williams Survey, Abstract No.1015, and William D. Burnett Survey, Abstract 92, of Dallas County, Texas and being a portion of that certain parcel conveyed to Benbrook Winchester, L.P. by the deed recorded in Volume 94194, Page 2246, Deed Records, Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a found ½ inch iron rod with a cap stamped "Pacheco Koch", being the northwest corner of said Benbrook Winchester tract, and being the southeast right-of-way corner of the intersection of Merritt Road (a 60 foot right-of-way) and Pleasant Valley Road (a 60 foot right-of-way);

THENCE North 78°05'20" East, along the south line of said Pleasant Valley Road a distance of 903.27 feet to a point being a north corner of said Benbrook Winchester tract and being the northwest corner of a tract of land conveyed to Vergel & Anita A Burress by the deed recorded in Volume 20032371, Page 0109, D.R.D.C.T., being a common line;

THENCE South 00°10'13" East, along said common line a distance of 323.51 feet to a found ½ inch iron rod being the southwest corner of said Burress Tract;

THENCE North 89°54'06" East, continuing along said common line, a distance of 308.88 feet to a point for the POINT OF BEGINNING;

THENCE North 89°54'06" East, a distance of 432.12 passing a found 4 inch iron post being the southeast corner of said Burress tract and the southwest corner of a tract of land conveyed to Patrick John ONeill by the deed recorded in Volume 2005046, Page 5184, D.R.D.C.T., and continuing along the common line for a total distance of 1697.61 feet to a point, said point being in the west line of Pleasant Valley Ranch Estates as recorded in Volume 72061, Page 2775 and Volume 72128, Page 2082, Deed Records, Denton County, Texas;

THENCE South 06°36'08" West, along said west line, a distance of 566.71 feet to a point for corner;

THENCE South 34°39'03" East, continuing said west line, a distance of 649.26 feet to a point for corner;

THENCE South 43°45'33" East, continuing said west line, a distance of 231.81 feet to a point for corner, said point being in the north right-of-way line of President George Bush Tollway (a 350 foot right-of-way);

THENCE South 87°20'30" West, leaving said west line and along said north right-of-way line, a distance of 1100.89 feet to a point for corner, for the beginning of a non-tangent curve to the left having a radius of 7815.00 feet and a central angle of 2°46'20" and a long chord which bears North 59°21'50" West, 378.08 feet;

Exhibit "B-2" (cont.)

Legal Description

AREA 2

(40.17 Acres)

THENCE along said north right-of-way line and along said non-tangent curve to the left an arc distance of 378.11 feet to a point for corner;

THENCE North $33^{\circ}20'41''$ West, leaving said north right-of-way line, a distance of 1340.67 feet to the POINT OF BEGINNING and CONTAINING 1,749,638 square feet, 40.17 acres of land, more or less.

JUL 27 2011



DEVELOPMENT APPLICATION

Type of Request: (Please Check Applicable Category)

- Change in Zoning from AG to C2
- Specific Use Permit (SUP) for _____
- Planned Development (PD) Zoning from _____ to _____
- Detail Plan Approval/ Amend Existing Planned Development (PD) Ordinance
- Sign Variance

Reason for Request TO REZONE THE PROPERTY TO BE CONSISTENT WITH THE ANTICIPATED LAND USE

The Applicant shall provide four (4) 24" X 36" copies and one (1) reduced 11" X 17" copy of an Exhibit drawn to scale showing the location of all existing and proposed structures, easements, driveways and parking.

Area of Property (in acres and square feet): 65.54 / 2,854,938 Existing Zoning: AG

Applicant

Name: BENBROOK WINCHESTER, LP Daytime Telephone No: (214) 750-1800
 Mailing Address: 8200 DOUGLAS AVE, SUITE 300
 City: DALLAS, TEXAS State: TX Zip: 75225
 Phone: (214) 750-1800 Fax No: (214) 750-5900 Email: HPorteus@huffinescommunities.com

Owner

Name: BENBROOK WINCHESTER, LP Daytime Telephone No: (214) 750-1800
 Mailing Address: 8200 DOUGLAS AVE, SUITE 300
 City: DALLAS State: TX Zip: 75225
 Phone: (214) 750-1800 Fax No: (214) 750-5900 Email: HPorteus@huffinescommunities.com

Architect/ Engineer

Name: MICHAEL PETERSON, P.E. Daytime Telephone No: (817) 640-8535
 Company Name: GRAHAM ASSOCIATES, INC.
 Mailing Address: 1600 SIX FLAGS DR., SUITE 500
 City: ARLINGTON State: TX Zip: 76011
 Phone: (817) 640-8535 Fax No: (817) 633-5240 Email: mpeterson@grahamcivil.com

Legal Description of Subject Property:

Street Address: 3100 Pleasant Valley Rd.

Subdivision Name: NOT PLATTED BENBROOK WINCHESTER, L.P. Lot _____ Block _____
VOL. 94194, PG. 2246
DEED RECORDED DALLAS COUNTY TEXAS

Attach Metes and Bounds description if property is unplatted.

Acknowledgments

I understand that all required information and plans must be submitted with this application or the application may be delayed at my expense.

I hereby authorize the placing of a sign on subject property indicating a zoning change is under consideration, and I hereby declare that the information supplied herein is true and correct and that I have read and understand this application.

I understand the requirements of the zoning classifications as stated in the City of Sachse Zoning Ordinance applicable to this request and will comply with all necessary requirements of the City codes. I am aware that the City Council has the power to zone land as most appropriate in their wisdom, to promote the health, safety, morals and for the protection and preservation of places of historical or cultural importance, and the general welfare of the community.

The City of Sachse will not accept any application for rezoning if property taxes or liens are outstanding or delinquent. Any property taxes or liens owed to the City of Sachse must be paid in full prior to being accepted by the Community Development Department.

Applicants (or a representative) are expected to be present at all public hearings concerning this application to justify and explain their request and to answer questions posed by the Planning and Zoning Commission and City Council.

Bunbrook Winchester L.P.
By: Milk Creek Crossing, L.C.
general partner

Signature of Owner

7-27-11

Date

The following is to be completed only if a person other than the owner is submitting this application.

Signature of Applicant

Date



Legislation Details (With Text)

File #: 12-0707 **Version:** 2 **Name:** Drive-Through Establishment
Type: Regular Agenda Item **Status:** Agenda Ready
File created: 2/14/2012 **In control:** City Council
On agenda: 3/19/2012 **Final action:**
Title: Conduct a public hearing and consider approval of an ordinance amending Chapter 11, Zoning, Article 2 by adding a definition for "Drive-Through Establishment" and by amending Schedule 1 Permitted Use chart to add "Drive-Through Establishment" and by amending Retail Sales / Drive-Through in Industrial-1 and Industrial-2 by approval of a Special Use Permit.

Executive Summary

The proposed ordinance would prohibit the development of a retail drive-through establishment in the City of Sachse and require a Special Use Permit for all retail sales establishments requesting drive-through windows. Drive-Through Establishment is defined as a business that allows the interior passage of motor vehicles for the retail sale of food or beverages or the delivery of food or beverages to the occupants of the vehicle.

Sponsors:

Indexes:

Code sections:

Attachments: [03192012cc Drive Through Establishment Ordinance Presentation - Final.pdf](#)
[Zoning Map color streets.pdf](#)
[51SACHSE Ordinance Re Drive-Through Establishment53790 - Final.pdf](#)

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

Title

Conduct a public hearing and consider approval of an ordinance amending Chapter 11, Zoning, Article 2 by adding a definition for "Drive-Through Establishment" and by amending Schedule 1 Permitted Use chart to add "Drive-Through Establishment" and by amending Retail Sales / Drive-Through in Industrial-1 and Industrial-2 by approval of a Special Use Permit.

Executive Summary

The proposed ordinance would prohibit the development of a retail drive-through establishment in the City of Sachse and require a Special Use Permit for all retail sales establishments requesting drive-through windows. Drive-Through Establishment is defined as a business that allows the interior passage of motor vehicles for the retail sale of food or beverages or the delivery of food or beverages to the occupants of the vehicle.

Background

Council had asked City staff to research the City of Mesquites newly adopted ordinance prohibiting beverage barns. The City of Mesquite adopted an ordinance on July 5, 2011 that defined beverage barns and pre-packaged beverages and prohibited beer barns in all zoning districts.

On September 19, 2011, staff brought the beverage barn before Council as a workshop discussion item. Council then directed staff to prepare an ordinance modeled after the City of Greenville ordinance prohibiting pre-packaged beverage retail sales (drive-through).

On December 12, 2012, staff brought the proposed ordinance before the Planning and Zoning Commission, which was patterned after the ordinance adopted by the City of Greenville. The item was tabled until a later unspecified date, until the City attorneys office could refine the content and to provide a more clearly stated ordinance.

On February 27, 2012, Planning and Zoning Commission unanimously recommended approval of this Zoning Ordinance amendment request.

Staff has prepared a draft ordinance that amends the zoning ordinance definitions to provide the following new definition:

Drive-Through Establishment . A business that allows the interior passage of motor vehicles for the retail sale of food or beverages, or the delivery of food or beverages to the occupants of the vehicle.

The draft ordinance also amends Schedule I Permitted Uses, which adds the use "Drive-Through Establishment" and amends the use Retail Sales / Drive-Through by changing the zoning requirements for the Industrial-1 and Industrial-2 districts from an allowed use by right to requiring an approval of a Special Use Permit. A Drive-Through Establishment would be prohibited in all zoning districts.

Policy Considerations

None

Budgetary Considerations

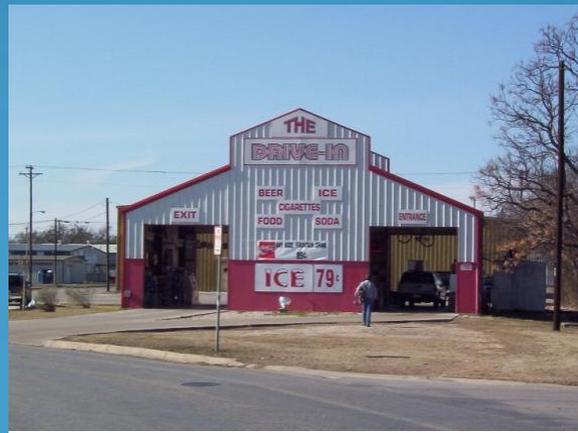
None

Staff Recommendations

Staff recommends approval an Ordinance of the City of Sachse, amending the Code of Ordinances, Chapter 11 "Zoning," Article 2, by adding a definition for Drive Through Establishment; by amending Schedule 1 Permitted Use to add Drive Through Establishment and amending Retail Sales / Drive-Through in Industrial-1 and Industrial-2 by approval of a Special Use Permit; providing for a repealing clause; providing for a severability clause; providing for a savings clause; providing for a penalty of a fine not to exceed the sum of two thousand (\$2,000.00) dollars for each offense; and providing an effective date.

Drive-Through Establishment Ordinance

City Council
March 19, 2012



Drive-Through Establishment Ordinance

- Council had asked city staff to research Mesquite's newly adopted ordinance prohibiting beverage barns.
- Discussion topics:
 - Mesquite
 - Greenville
 - Sachse's existing standards
 - Sachse's first proposed standards
 - Sachse's new proposed standards

Mesquite

- Mesquite adopted an ordinance in July 2011 that included the following:
 - A definition of a **Beverage Barn** – A building enclosed on two or more sides where vehicles may pull into or through the building and where pre-packaged beverages are sold to the occupants of the vehicle.
 - A definition of **Pre-packaged beverages** – Beverages sold to the consumer in the original container and include, but are not limited to, soft drinks, beer, wine, bottled water, milk and juices.
 - The ordinance prohibits Beverage Barns in all zoning districts in the City of Mesquite.

Mesquite

- Mesquite structured their ordinance because of the following:
 - The City had no provision in their zoning ordinance to manage the development of drive-through service facilities.
 - The City allowed by right, a drive-through facility in every zoning district with the exception of their Civic zoning district, in which it was prohibited.
 - In order to mend their foreseen problem, the City opted to modify their ordinance by the inclusion of the aforementioned definitions and the prohibition of Beverage Barns.

Greenville

- In March 2009, the City of Greenville adopted a similar ordinance that included the following:
 - **Pre-packaged Beverage Retail Sales (Drive Through)** – Business whose primary activity is the sale of pre-packaged beverages, for off-premise consumption, with a drive-through facility including a drive-up window, drive-through building or any other means of conducting sales without requiring customers to exit their vehicles.
 - **Pre-packaged Beverage Retail Sales (No Drive Through)** – Business whose primary activity is the sale of pre-packaged beverages, for off-premise consumption, with no drive-through facility .

Greenville

- The ordinance prohibits Pre-packaged Beverage Retail Sales (Drive Through) in all zoning districts in the City of Greenville.
- The ordinance limits the sale of Pre-packaged Beverage Retail Sales (No Drive Through) to three of their commercial zoning districts; General Retail, Commercial and Light Industrial.
- The City also had no provision in their zoning ordinance to manage the development of drive-through service facilities and may have created the new Use Types to help distinguish it from a Convenience Store use.

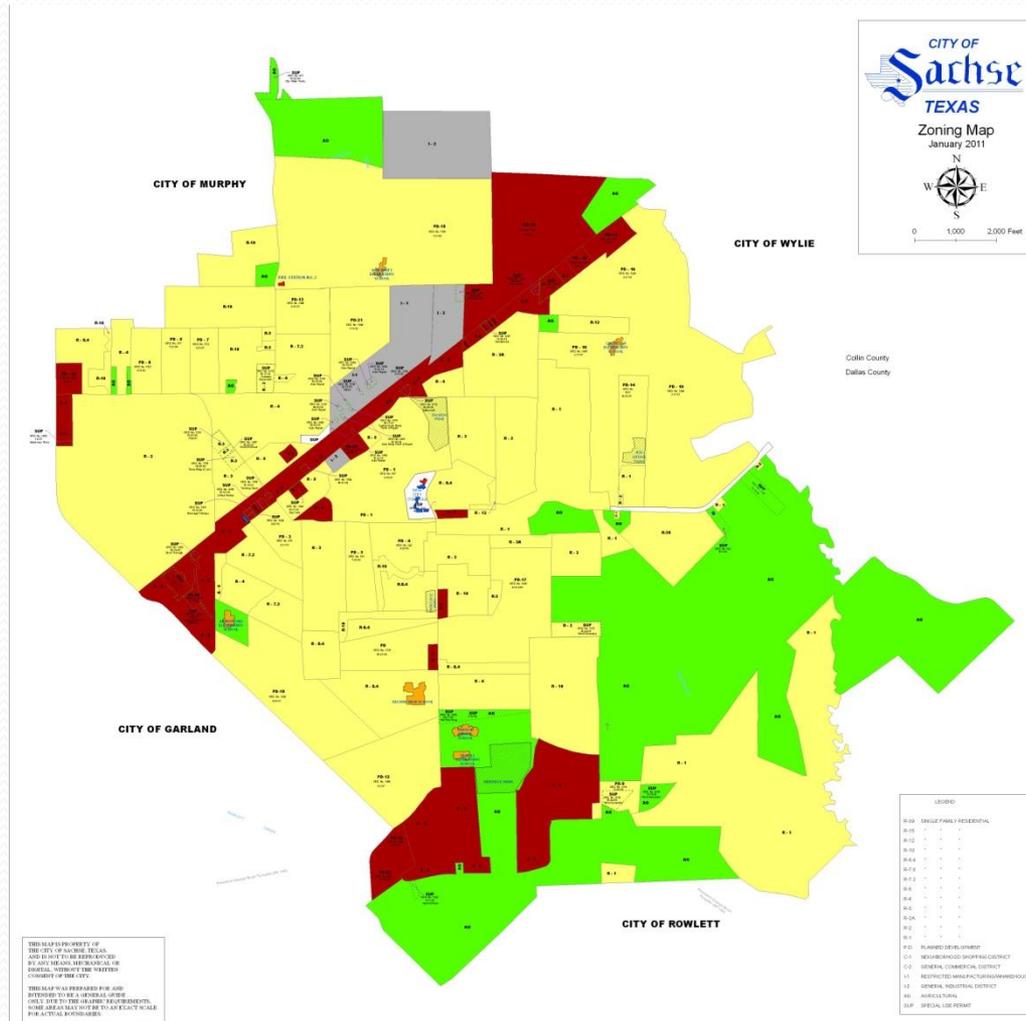
Greenville

- Greenville looked into allowing Pre-packaged Beverage Retail Sales (Drive Through) with restrictions on location based on distances to other similar uses and with regulations that would dictate drive-through stacking and orientation, but they decided to prohibit the use throughout the city.

Sachse

- The Sachse Zoning Ordinance categorizes beverage barns as Retail Sales/Drive-Through, which is permitted in the following zoning districts:
 - By Right in Industrial 1 and Industrial 2
 - By SUP in Office Park, Mixed Use, Commercial 1 and Commercial 2.

Sachse



First Proposed Ordinance

- The City Council directed staff to prepare an ordinance modeled after the Greenville ordinance.
- The first proposal of the ordinance, which was presented before the Planning and Zoning Commission on December 12, 2011, included definitions for:
 - *Pre-packaged beverage retail sales (drive through).*
 - *Pre-packaged beverage retail sales (no drive through).*
 - *Pre-packaged beverages.*
 - *Primary Activity.*

First Proposed Ordinance

- However, because of the uncertainty of a good definition for Primary Activity, the Commissioners thought it best to table the item and return when our attorneys had a better definition.
- After careful review, our attorneys directed staff into a different direction.
 - Sachse currently has zoning in place that requires a developer to apply for a Special Use Permit for Retail Sales with Drive-Through in all commercial districts except in Industrial-1 and Industrial-2, which is allowed by right.

New Proposed Ordinance

- The new proposed ordinance includes.
 - A definition for ***Drive-Through Establishment*** – A business that allows the interior passage of motor vehicles for the retail sale of food or beverages, or the delivery of food or beverages to the occupants of the vehicle.
 - An amendment to Schedule I “Permitted Uses” to add Drive-Through Establishment and making it a prohibited use in all districts.
 - An amendment to Schedule I “Permitted Uses” to amend Retail Sales with Drive-Through in Industrial-1 and Industrial-2 districts, by approval of a Special Use Permit.

New Proposed Ordinance

- These proposed amendments will provide the City of Sachse with the means necessary to explore all aspects of a development requesting a drive-through window for a facility for serving occupants in vehicles, in all zoning districts.
- Additionally, the proposed amendments will prohibit the use of a drive-through establishment or building in all zoning districts.

QUESTIONS?





0 1,000 2,000 Feet

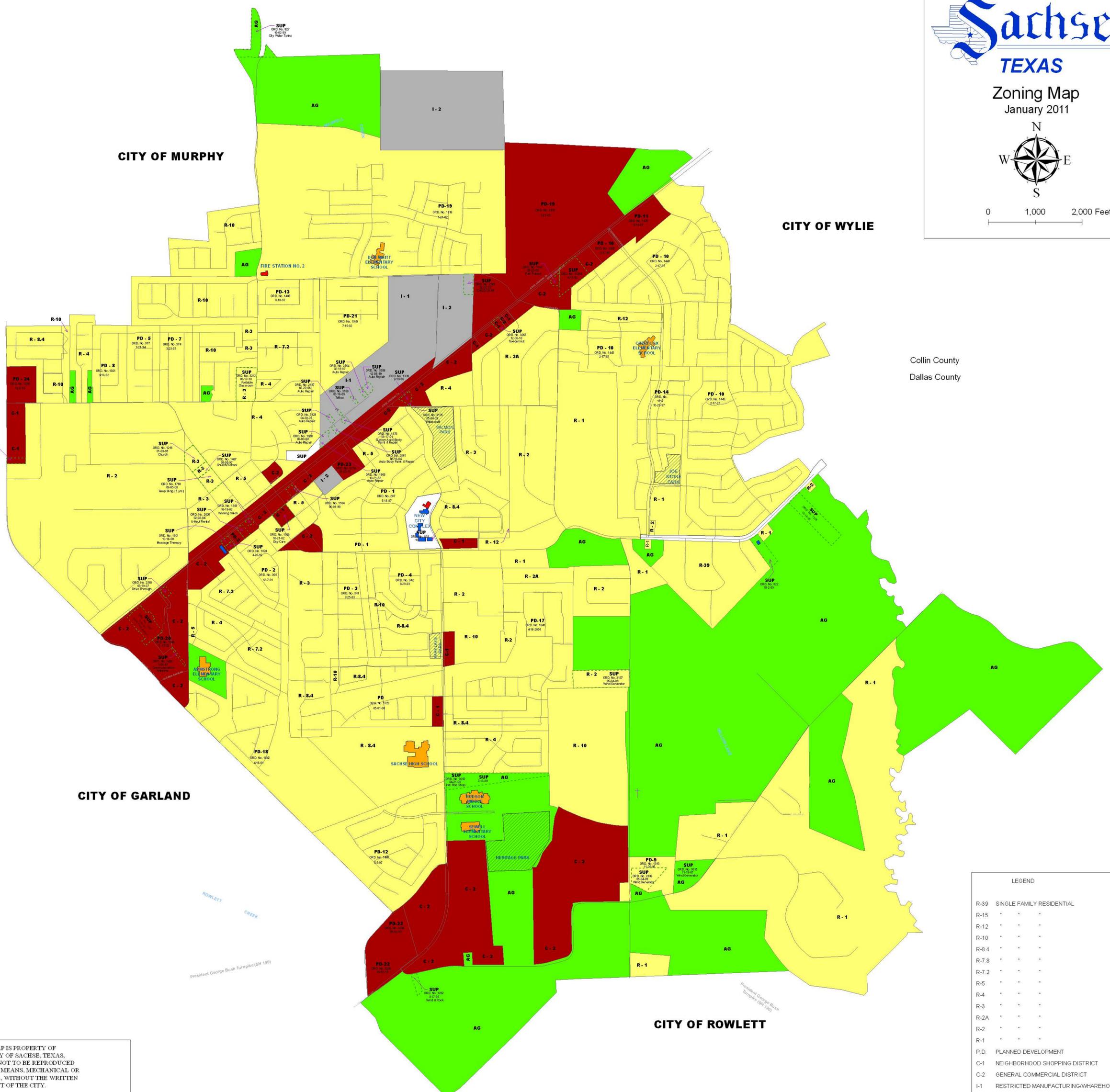
CITY OF MURPHY

CITY OF WYLIE

Collin County
Dallas County

CITY OF GARLAND

CITY OF ROWLETT



LEGEND	
R-39	SINGLE FAMILY RESIDENTIAL
R-15	" " "
R-12	" " "
R-10	" " "
R-8.4	" " "
R-7.8	" " "
R-7.2	" " "
R-5	" " "
R-4	" " "
R-3	" " "
R-2A	" " "
R-2	" " "
R-1	" " "
P.D.	PLANNED DEVELOPMENT
C-1	NEIGHBORHOOD SHOPPING DISTRICT
C-2	GENERAL COMMERCIAL DISTRICT
C-3	RESTRICTED COMMERCIAL DISTRICT
I-1	RESTRICTED MANUFACTURING/WAREHOUSE
I-2	GENERAL INDUSTRIAL DISTRICT
AG	AGRICULTURAL
SUP	SPECIAL USE PERMIT

THIS MAP IS PROPERTY OF THE CITY OF SACHSE, TEXAS, AND IS NOT TO BE REPRODUCED BY ANY MEANS, MECHANICAL OR DIGITAL, WITHOUT THE WRITTEN CONSENT OF THE CITY.

THIS MAP WAS PREPARED FOR AND INTENDED TO BE A GENERAL GUIDE ONLY. DUE TO THE GRAPHIC REQUIREMENTS, SOME AREAS MAY NOT BE TO AN EXACT SCALE FOR ACTUAL BOUNDARIES.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 11 “ZONING,” ARTICLE 2, BY ADDING A DEFINITION FOR DRIVE THROUGH ESTABLISHMENT; BY AMENDING SCHEDULE I “PERMITTED USES” TO ADD DRIVE THROUGH ESTABLISHMENT AND AMENDING RETAIL SALES/DRIVE-THROUGH IN INDUSTRIAL-1 AND INDUSTRIAL-2 BY APPROVAL OF A SPECIAL USE PERMIT; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sachse adopted the Zoning Regulations for the protection of the public health and general welfare of the people of the City of Sachse; and

WHEREAS, the City Council and the Planning and Zoning Commission have recognized that certain provisions of the Zoning Regulations should be reviewed and updated; and

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

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

SECTION 1. The Code of Ordinances, City of Sachse, Texas, be amended, by amending Chapter 11, Zoning, in part, to read as follows:

“Chapter 11

ZONING

....

ARTICLE 2. DEFINITIONS

....

1.1

ADD

Drive -Through Establishment. A business that allows the interior passage of motor vehicles for the retail sale of food or beverages, or the delivery of food or beverages to the occupants of the vehicle.

....

SCHEDULE I. PERMITTED USES

COMMERCIAL	<i>Agricultural</i>	<i>Single Family R-39</i>	<i>Single Family R-15</i>	<i>Single Family R-12</i>	<i>Single Family R-10</i>	<i>Single Family R-E</i>	<i>Office Park</i>	<i>Mixed Use</i>	<i>Commercial-1</i>	<i>Commercial-2</i>	<i>Industrial-1</i>	<i>Industrial-2</i>	<i>Planned Development</i>	<i>Parking Requirements</i>
...														
“Drive Through Establishment”														
...														

SCHEDULE I. PERMITTED USES

OFFICE AND RETAIL	<i>Agricultural</i>	<i>Single Family R-39</i>	<i>Single Family R-15</i>	<i>Single Family R-12</i>	<i>Single Family R-10</i>	<i>Single Family R-E</i>	<i>Office Park</i>	<i>Mixed Use</i>	<i>Commercial-1</i>	<i>Commercial-2</i>	<i>Industrial-1</i>	<i>Industrial-2</i>	<i>Planned Development</i>	<i>Parking Requirements</i>
...														
“Retail sales/drive-through”							S	S	S	S	S	S	*	1/200 gfa

SECTION 2. All provisions of the ordinances of the City of Sachse, Texas, in conflict with the provisions of this ordinance be, and the same are hereby repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

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

SECTION 4. An offense committed before the effective date of this ordinance is governed by the prior law and 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 5. 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, as hereby amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2000) for each offense, and each and every day such violation shall continue shall be deemed to 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 APPROVED AND PASSED by the City Council of the City of Sachse, Texas on the _____ day of _____, 2012.

APPROVED:

Mike Felix
Mayor

DULY ENROLLED:

Terry Smith
City Secretary

APPROVED AS TO FORM:

Peter G. Smith
City Attorney
(PGS/JJG/02-02-12/53790)



Legislation Details (With Text)

File #: 12-0710 **Version:** 2 **Name:** SUP for Arms of Hope Donation Boxes
Type: Regular Agenda Item **Status:** Agenda Ready
File created: 2/15/2012 **In control:** City Council
On agenda: 3/19/2012 **Final action:**

Title: Conduct a public hearing and consider the approval of an ordinance as requested by Arms of Hope Childrens Home for a Special Use Permit for Used Goods or Products Collection Point (Temporary) such as Goodwill or Salvation Army type collection box on property approximately 1.421 acres, zoned Commercial 2 (C-2) District, located at 7010 State Highway 78.

Executive Summary

The proposed ordinance would allow Arms of Hope Childrens Home to place two (2) donation boxes on Steak Kountry's property, which is approximately 1.421 acres, zoned Commercial 2 (C-2) District, and located at 7010 State Highway 78.

Sponsors:

Indexes:

Code sections:

- Attachments:** [SUP 12-01cc presentation - Final.pdf](#)
[Letter of Authorization from Property Owner.pdf](#)
[Site Plan Showing Proposed Location of Donation Box.pdf](#)
[SUP 12-01 - 7010 Hwy78-Aerial.pdf](#)
[SUP 12-01 - 7010 Hwy78-Zoning.pdf](#)
[SUP 12-01 for Donation Boxes - Draft Ordinance.pdf](#)
[SUP Application - Arms of Hope Children's Homes.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Conduct a public hearing and consider the approval of an ordinance as requested by Arms of Hope Childrens Home for a Special Use Permit for Used Goods or Products Collection Point (Temporary) such as Goodwill or Salvation Army type collection box on property approximately 1.421 acres, zoned Commercial 2 (C-2) District, located at 7010 State Highway 78.

Executive Summary

The proposed ordinance would allow Arms of Hope Childrens Home to place two (2) donation boxes on Steak Kountry's property, which is approximately 1.421 acres, zoned Commercial 2 (C-2) District, and located at 7010 State Highway 78.

Background

The applicant is requesting approval of a Special Use Permit in order to install two (2) donation boxes on the subject property for a period of five (5) years. Section 11.4 (c) (6) of the Sachse Zoning Ordinance states that a specific time period shall be submitted for the

temporary special use in which the applicant is requesting.

The Planning and Zoning Commission voted at their February 27, 2011 meeting to unanimously recommend approval of this case.

A donation box, which falls under used goods or products collection point (temporary) on the use chart, is allowed in the Commercial-2 (C-2) district by special use permit.

SITE DATA

The subject property contains an approximately 1.421-acre tract of land fronting State Highway 78.

USE OF PROPERTY UNDER CURRENT ZONING

Development of this property is restricted to the uses permitted in the Commercial-2 (C-2) zoning district. The Commercial-2 zoning district permits general commercial retail, restaurant, and business uses. The existing restaurant is an allowed use under the existing zoning.

SURROUNDING ZONING AND LAND USES

Subject Property: C-2 - Commercial-2 District

Northeast	C-2 - Commercial-2 District	Kimberley K. Honza Addition Drive-Through Restaurant
Southeast	C-2 - Commercial-2 District	Romana Sachse Addition Church
Northwest	I-2 - Industrial-2 District	James Cumba Abstract - Undeveloped
Southwest	C-2 - Commercial-2 District	James Cumba Abstract - Undeveloped

Policy Considerations

1. The applicant was issued a permit for the two (2) donation boxes in error and has since come forward to comply with the City's zoning ordinance by requesting a Special Use Permit.
2. The donation boxes are currently on the subject property.
3. The applicant has provided a letter of authorization from the property owner to operate the donation boxes on the subject property.
4. The applicant has provided a site plan indicating the location of the two (2) donation boxes.
5. The donation boxes are currently located at the northeast corner of the property and are in

5. The donation boxes are currently located at the northeast corner of the property and are in compliance with the setback requirements.

- a. Front yard setback - 25 feet
- b. Side yard setback - 3 feet
- c. Rear yard setback - 3 feet

6. The donation boxes will be a manned site during the day.

7. The applicant will respond promptly, within 24 hours to remedy any situation that is brought to the charity's attention.

8. The applicant will keep the site clean and well maintained.

9. The applicant is requesting a Special Use Permit for Used Goods or Products Collection Point (Temporary) for a period of five (5) years.

Budgetary Considerations

None

Staff Recommendations

Staff recommends approval of an Ordinance of the City of Sachse, Texas, amending the Comprehensive Zoning Ordinance and Map so as to grant a Special Use Permit for the installation of two (2) Used Goods or Products Collection Points (Temporary) for a period of (5) five years on an approximately 1.421-acre tract of land located at 7010 State Highway 78, with a base zoning of Commercial 2 (C-2) district; providing special conditions; providing a repealing clause; providing a savings clause; providing a severability clause; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date.

SUP Request

Arms of Home Children's Home

City Council

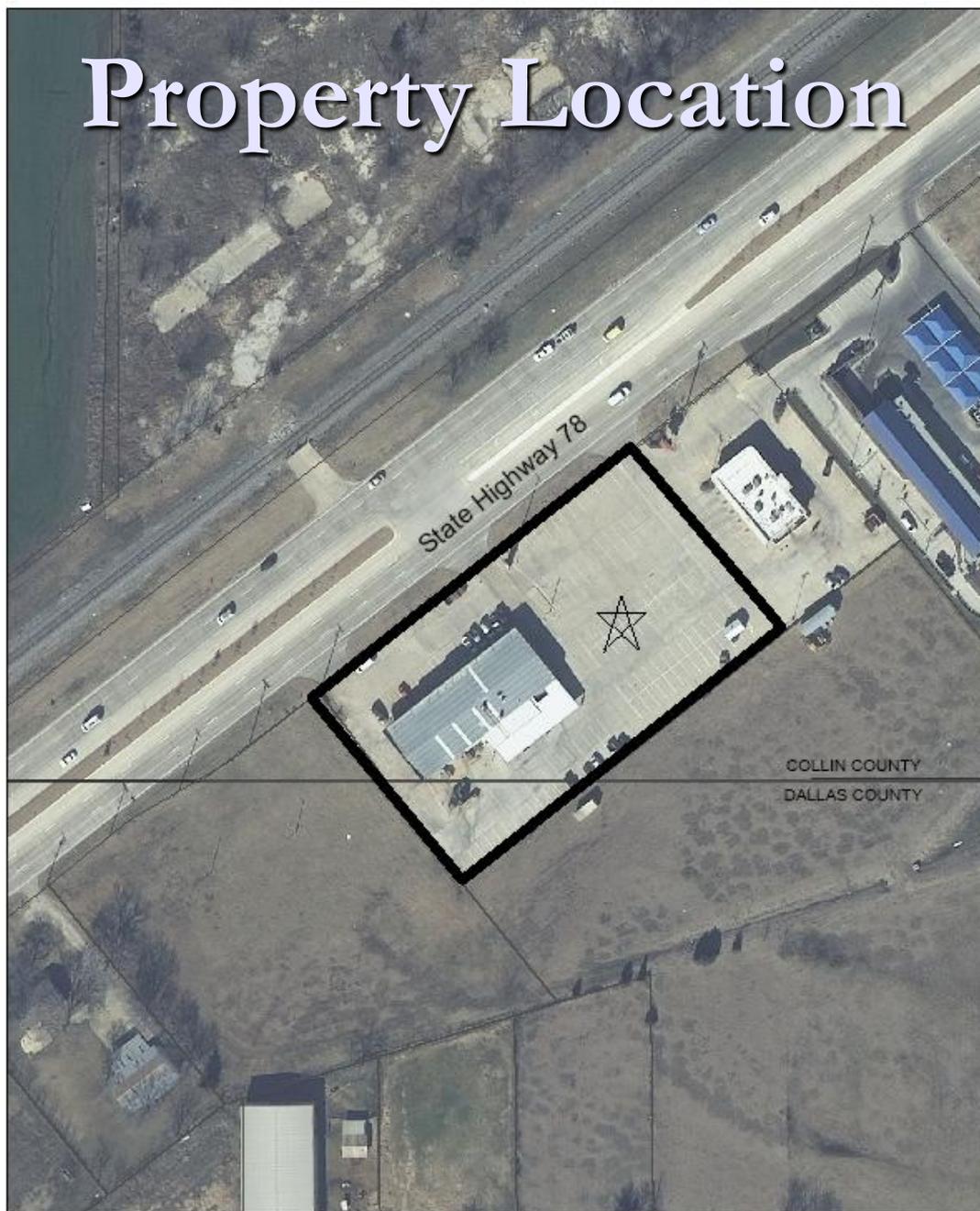
Presentation

March 19, 2012

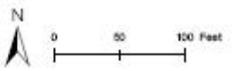
SUP Request

- The applicant is requesting approval of a Special Use Permit for the temporary placement of two (2) donation boxes on an approximately 1.421 acre property located at 7010 State Highway 78 with an existing restaurant.
- A donation box, which falls under used goods or products collection point (temporary) on the use chart, is allowed in the Commercial (C-2) district by special use permit.

Property Location



COLLIN COUNTY
DALLAS COUNTY



AERIAL MAP



FILE: SUP 12-01
7010 HIGHWAY 78
SUBJECT PROPERTY

Zoning

SUP
ORD. No. 2565
03-05-07
CHILD CARE

I-1

I-2

State Highway 78

C-1 C-2 C-1

SU
ORD. No.
12-0
Taxide

STATE HIGHWAY 78

C-2

R-2A

COLLIN COUNTY
DALLAS COUNTY

STATE HIGHWAY 78

C-2

R-4

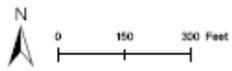
SABLE LN

CORAL LN

WILLIFORD RD

SUP
ORD. No. 3135
05-04-09
Watercraft

UP



ZONING MAP



FILE: SUP 12-01
7010 HIGHWAY 78
SUBJECT PROPERTY

Site Plan

STATE HIGHWAY 78

CONCRETE PAVEMENT

VARIABLE R.O.W.

7010 S. Hwy. 78

STEAK COUNTRY

1 STORY METAL FRAME BUILDING

RESIDUE OF CALLED WILLIAM H. MORROW ET AL
A.K.A. 431, P.C. D.R.C.C.T. 3093

5' U.E. INSTR. 20060822001203570 D.R.C.C.T.

24' ACCESS & UTILITY EASEMENT INSTR. 20060822001203550 D.R.C.C.T.

24' ACCESS & UTILITY EASEMENT INSTR. 20060822001203550 D.R.C.C.T.

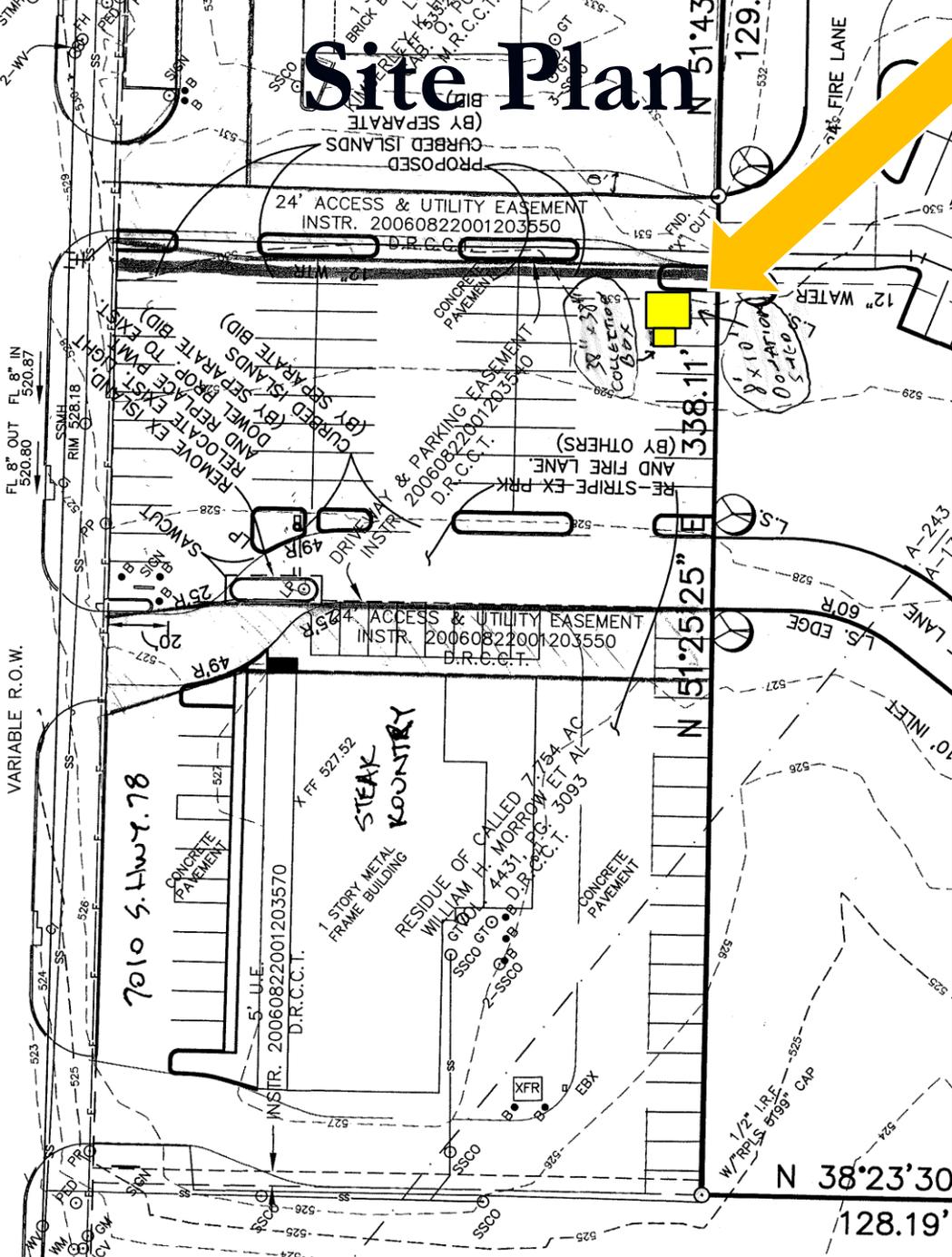
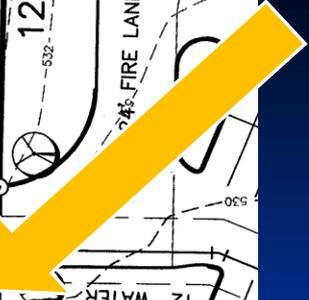
N 51°25'25" E

338.11'

N 51°43'

N 38°23'30"

128.19'



Considerations

- The applicant was issued a permit for the two (2) donation boxes in error and has since come forward to comply with the City's Zoning Ordinance by requesting a Special Use Permit.
- The donation boxes are currently on the subject property.
- The applicant has provided a letter of authorization from the property owner to operate the donation boxes on the subject property.
- The applicant has provided a site plan indicating the location of the donation boxes.

Considerations

- The donation boxes are currently located at the northeast corner of the property and are in compliance with the setback requirements.
 - Front yard setback – 25 feet
 - Side yard setback – 3 feet
 - Rear yard setback – 3 feet
- The donation boxes will be a manned site during the day.
- The applicant will respond promptly, within 24 hours to remedy any situation that is brought to the charity's attention.

Arms of Hope Donation Boxes



02/20/2012 16:06

Arms of Hope Donation Boxes



02/20/2012 16:07

Considerations

- The applicant will keep the site clean and well maintained.
- The applicant is requesting a Special Use Permit for Used Goods or Products Collection Point (Temporary) for a period of five (5) years.

Staff Recommendation

- That the City Council approve the Special Use Permit with the following special conditions:
 - The Special Use Permit shall be for this installation of two (2) temporary Donation Boxes on the Property.
 - The two (2) Donation Boxes shall be installed on the Property and operated in accordance with the site plan attached hereto as Exhibit “A” and incorporated as if set forth herein
 - This Special Use Permit for the installation of two (2) temporary Donation Boxes on the Property shall be for a period of five (5) years.



www.armsofhope.org

Toll Free (877)777-4919

I / We D. BELL agree to host a donation site & acknowledge Arms of Hope / Texas Thrift Stores will install & maintain donation collections on the property listed below.

Company name: STEAK KOUNTRY

Primary Phone Number 972 442-4995

Primary contact (Name & Title) DAVE BELL

Secondary contact (Name & Title) MELEAH BELL

Company address 7010 S Hwy 78, SACUSE

Collection Site Address Same

Collection Unit Type (Drop Box) + Suro # of Parking spaces allotted 2

Tentative date for placement _____

Special Instructions

This is not a binding contract but an acknowledgment and agreement to host a donation collection site for Arms of Hope charity. As host of this collection site I acknowledge that we agree to give Arms of Hope permission to operate a collection site for used clothing, shoes and other household items. Arms of Hope agrees to respond promptly - within 24 hours to remedy any situation that the site host brings to the charity's attention and help keep the site clean and well maintained. Terms of this agreement may be modified or terminated at any time without legal or monetary penalty. Arms of Hope is a 501 © 3 Non-Profit organization helping to support Boles & Medina Children's Homes.

Signature Dave Bell Date 1-31-12

DAVE BELL

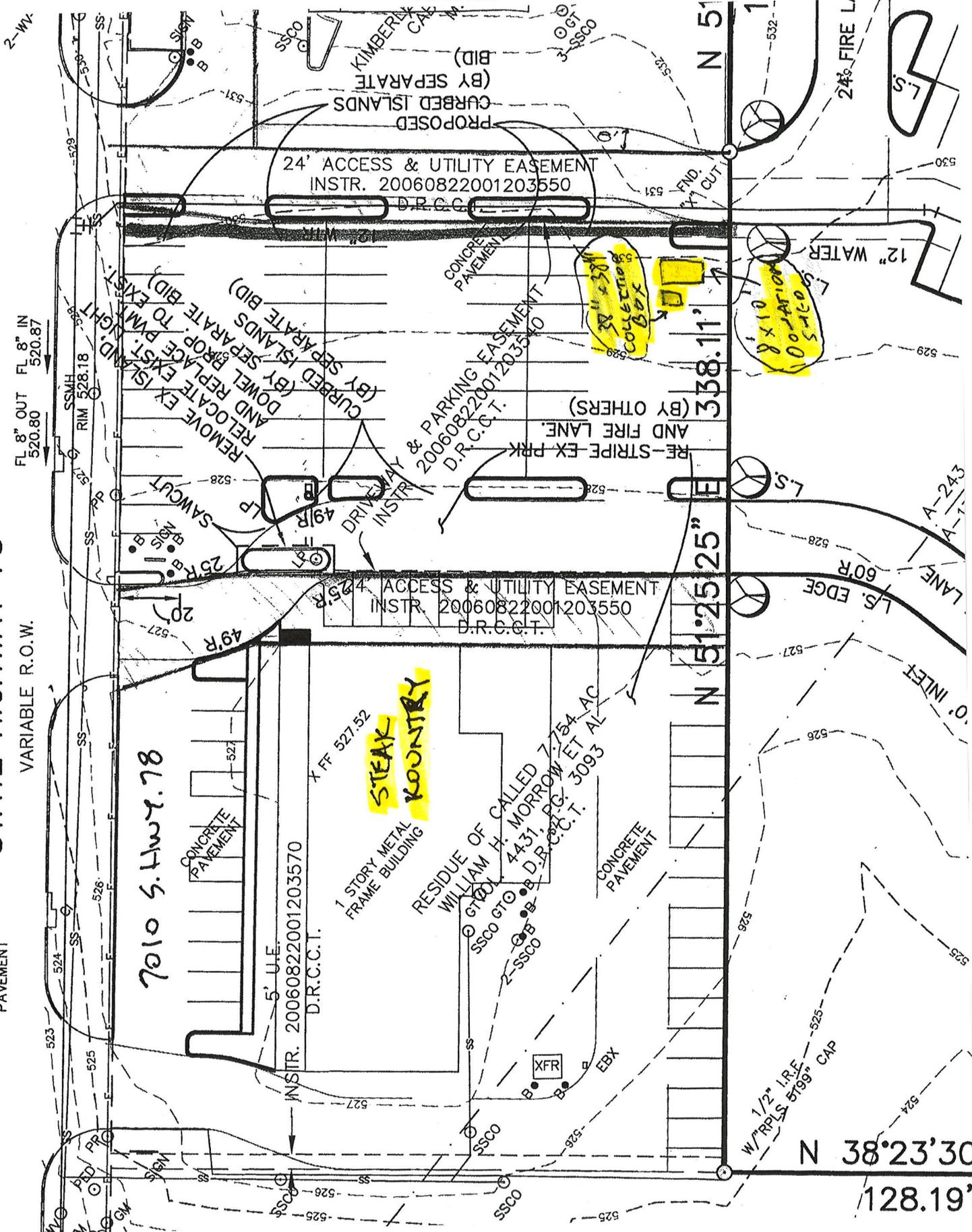


EXHIBIT "A"
Site Plan

STATE HIGHWAY 78

CONCRETE
PAVEMENT

VARIABLE R.O.W.

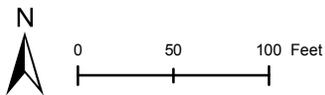


N 38°23'30"
128.19'



State Highway 78

COLLIN COUNTY
DALLAS COUNTY



AERIAL MAP



FILE: SUP 12-01
7010 HIGHWAY 78
SUBJECT PROPERTY

I - 1

I - 2

SUP
ORD. No. 2565
03-05-07
CHILD CARE

HOPPER RD

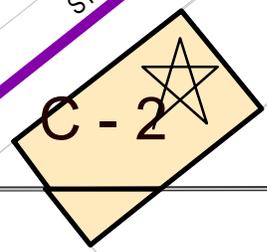
State Highway 78

SABLE LN

C-2

SUP
ORD. No. 12-01
12-01
Taxidermy

R - 2A



COLLIN COUNTY

DALLAS COUNTY

STATE HIGHWAY 78

C-2

R - 4

SABLE LN

CORAL LN

WILLIFORD RD

SUP

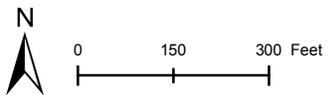
ORD. No. 3135
05-04-09
Watercraft

SUP

BRYAN ST

PARKVIEW DR

PARKRIDGE DR



ZONING MAP



FILE: SUP 12-01
7010 HIGHWAY 78
SUBJECT PROPERTY

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP SO AS TO GRANT A SPECIAL USE PERMIT FOR THE INSTALLATION OF TWO (2) USED GOODS OR PRODUCTS COLLECTION POINTS (TEMPORARY) FOR A PERIOD OF (5) FIVE YEARS ON AN APPROXIMATELY 1.421-ACRE TRACT OF LAND LOCATED AT 7010 STATE HIGHWAY 78, WITH A BASE ZONING OF COMMERCIAL 2 (“C-2”) DISTRICT; PROVIDING SPECIAL CONDITIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Sachse and the governing body of the City of Sachse, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance and Map, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and in the exercise of its legislative discretion, the City Council of the City of Sachse has concluded that the Comprehensive Zoning Ordinance and Map should be amended as provided herein;

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

SECTION 1. The Comprehensive Zoning Ordinance and Map of the City of Sachse, Texas, as heretofore amended, be and the same are hereby amended to grant a Special Use Permit for the installation of two (2) Used Goods or Products Collection Points (Temporary) such as Goodwill or Salvation Army type collection boxes (“Donation Boxes”) for a period of five years for the property located at 7010 State Highway 78, (hereinafter the “Property”), being situated in the City of Sachse, Dallas County, Texas.

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

- (1) The Special Use Permit shall be for this installation of two (2) temporary Donation Boxes on the Property.
- (2) The two (2) Donation Boxes shall be installed on the Property and operated in accordance with the site plan attached hereto as Exhibit “A” and incorporated as if set forth herein.

- (3) This Special Use Permit for the installation of two (2) temporary Donation Boxes on the Property shall be for a period of five (5) years.

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

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

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

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

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

PASSED AND APPROVED by the City Council of the City of Sachse, Texas on the _____ day of February, 2012.

APPROVED:

Mike Felix
Mayor

DULY ENROLLED:

Terry Smith
City Secretary

APPROVED AS TO FORM:

Peter G. Smith
City Attorney
(JJG/02-21-2012/54090)

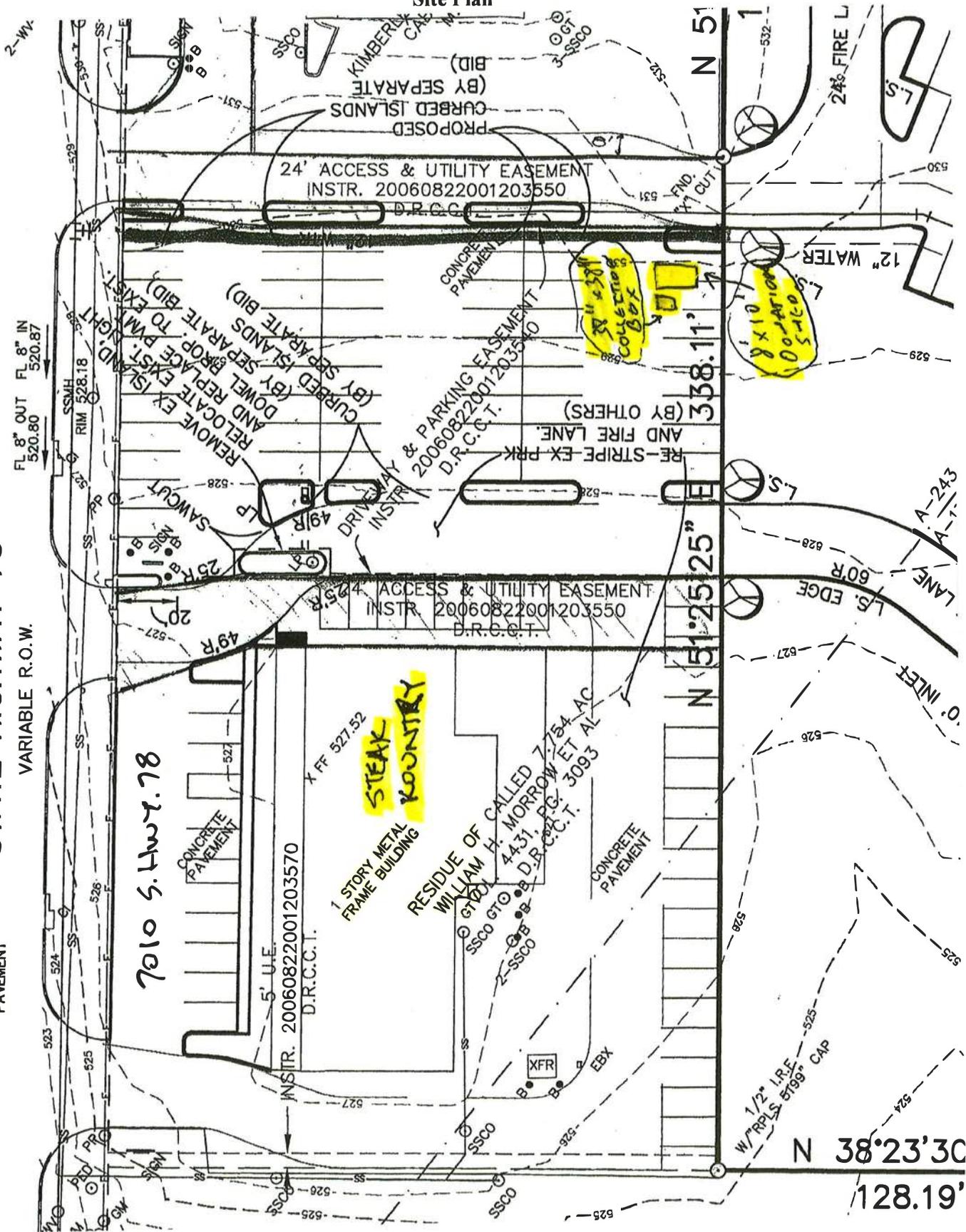
EXHIBIT "A"

Site Plan

STATE HIGHWAY 78

CONCRETE PAVEMENT

VARIABLE R.O.W.



7010 S. Hwy. 78

STEAK KOUNTRY

RESIDUE OF CALLED WILLIAM H. MORROW ET AL 4431, P.C. D.B.C.C.T. 3093

INS. 20060822001203570 D.R.C.C.T. 5' U.E.

1 STORY METAL FRAME BUILDING

24' ACCESS & UTILITY EASEMENT INSTR. 20060822001203550 D.R.C.C.T.

CONCRETE PAVEMENT & PARKING EASEMENT 20060822001203540 D.R.C.C.T.

REMOVE EX. ISLAND AND RELOCATE EX. DOWEL BROP. TO EXIST. (BY SEPARATE BID) CURBED ISLANDS (BY SEPARATE BID)

24' ACCESS & UTILITY EASEMENT INSTR. 20060822001203550 D.R.C.C.T.

PROPOSED CURBED ISLANDS (BY SEPARATE BID) KIMBERLY C.A.B. W.

N 51°25'25" E 338.11'

N 51°

N 38°23'30" 128.19'

1/2" I.R.F. W/TP LS 5199" CAP

60' R. L.S. EDGE

LANE A-243

8' x 10' OPERATOR SCALE

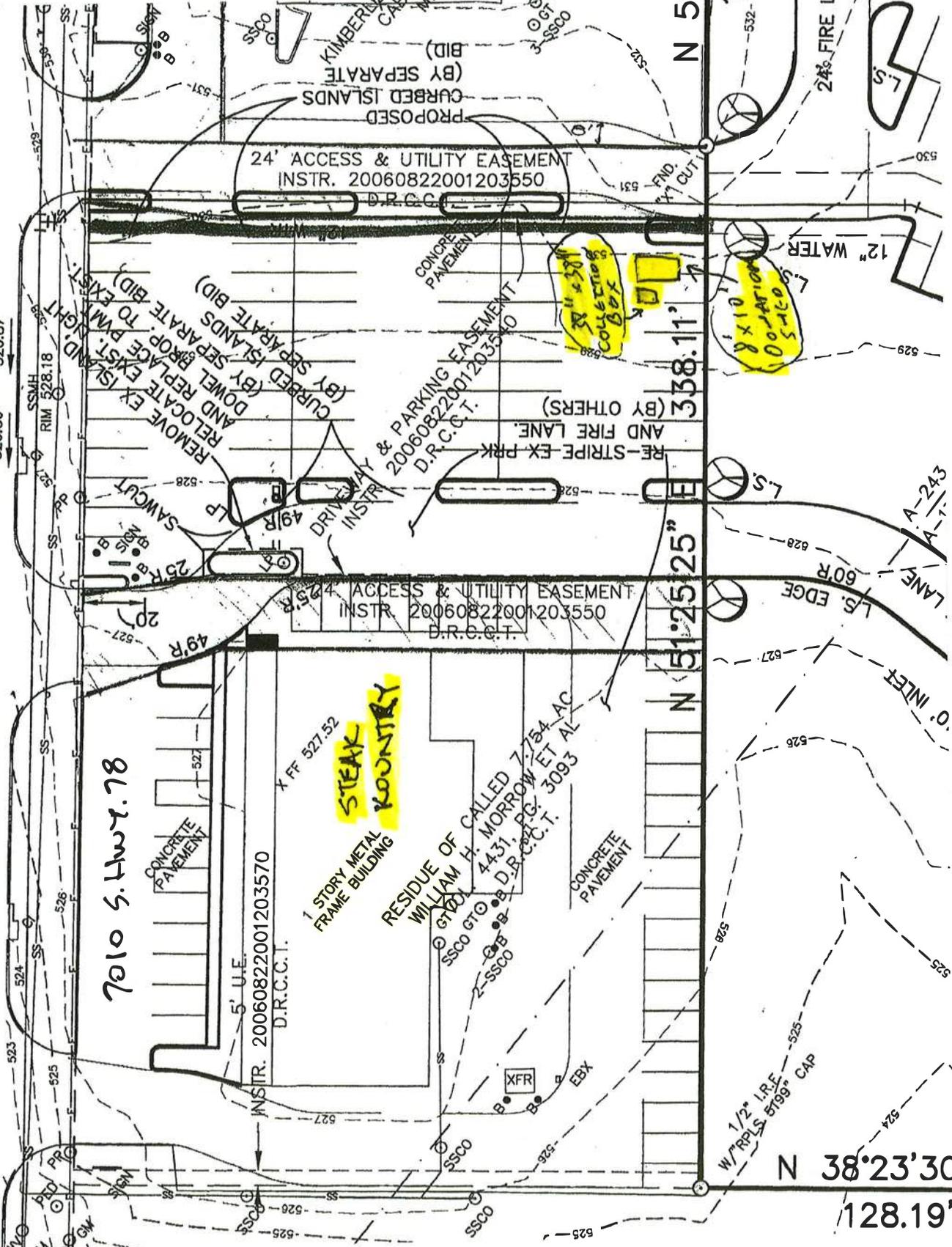
3' x 3' COLLECTING BOX

12" WATER

24" FIRE L

FL 8" OUT 520.80 RIM 528.18 SSMH

2" W.V.



FEB 06 2012



DEVELOPMENT APPLICATION

Type of Request: (Please Check Applicable Category)

2012 0084

Change in Zoning from _____ to _____

Specific Use Permit (SUP) for 8' X 10' FT SHED + COLLECTION BOX
COLLECTION OF CHARITABLE DONATION REUSABLE
CLOTHES AND HOUSEHOLD ITEMS

Planned Development (PD) Zoning from _____ to _____

Detail Plan Approval/ Amend Existing Planned Development (PD) Ordinance

Sign Variance

Reason for Request CONTINUE TO COLLECT CHARITABLE DONATIONS
AS WE HAVE FOR THE PAST 4 YEARS. WE HAVE HAD A MANNED
COLLECTION STATION AT ATTACHED PROPERTY.

The Applicant shall provide four (4) 24" X 36" copies and one (1) reduced 11" X 17" copy of an Exhibit drawn to scale showing the location of all existing and proposed structures, easements, driveways and parking.

Area of Property (in acres and square feet): _____ / _____ Existing Zoning: _____

Applicant

Name:	<u>Arms of Hope Children's</u>	Daytime Telephone No:	<u>205 907-6960</u>
Mailing Address:	<u>HOMES 2100 S. Cooper</u>		
City:	<u>ARLINGTON</u>	State:	<u>TX</u> Zip: <u>76013</u>
Phone:	<u>877 777-4919</u>	Fax No:	<u>817 460-4917</u> Email: <u>gnessinger@AOFH.ORG</u>

Owner

Name:	<u>DAVE BELL</u>	Daytime Telephone No:	<u>972 442-4995</u>
Mailing Address:	<u>7010 S. Hwy 78</u>		
City:	<u>SACHSE</u>	State:	<u>TX</u> Zip: _____
Phone:	<u>972 442-4995</u>	Fax No:	_____ Email: _____

Architect/ Engineer

Name:	_____	Daytime Telephone No:	_____
Company Name:	_____		
Mailing Address:	_____		
City:	_____	State:	_____ Zip: _____
Phone:	_____	Fax No:	_____ Email: _____

Legal Description of Subject Property:

Street Address: 7010 S. Hwy. 78, Sachse, TX

Subdivision Name: _____ Lot _____ Block _____

Attach Metes and Bounds description if property is unplatted.

Acknowledgments

I understand that all required information and plans must be submitted with this application or the application may be delayed at my expense.

I hereby authorize the placing of a sign on subject property indicating a zoning change is under consideration, and I hereby declare that the information supplied herein is true and correct and that I have read and understand this application.

I understand the requirements of the zoning classifications as stated in the City of Sachse Zoning Ordinance applicable to this request and will comply with all necessary requirements of the City codes. I am aware that the City Council has the power to zone land as most appropriate in their wisdom, to promote the health, safety, morals and for the protection and preservation of places of historical or cultural importance, and the general welfare of the community.

The City of Sachse will not accept any application for rezoning if property taxes or liens are outstanding or delinquent. Any property taxes or liens owed to the City of Sachse must be paid in full prior to being accepted by the Community Development Department.

Applicants (or a representative) are expected to be present at all public hearings concerning this application to justify and explain their request and to answer questions posed by the Planning and Zoning Commission and City Council.

Melinda Bee x

Signature of Owner

2/3/12 x

Date

The following is to be completed only if a person other than the owner is submitting this application.

George Nguyen

Signature of Applicant

1/31/12

Date



Legislation Details (With Text)

File #: 12-0743 **Version:** 1 **Name:** Consider a resolution authorizing the City Manager to execute a contract for employee Health Insurance and other benefits for employees

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

File created: **In control:** City Council

On agenda: 3/19/2012 **Final action:**

Title: Consider a resolution authorizing the City Manager to execute contracts for employee Health Insurance; Dental Insurance; Life Insurance; Long Term Disability (LTD), Accidental Death and Dismemberment (AD&D) and Vision Insurance for employees.

Executive Summary

Each year the City of Sachse goes out to bid for group health insurance. This year the City also requested a market-check on dental; life insurance; long-term disability; accidental death & dismemberment and vision insurance.

Sponsors:

Indexes:

Code sections:

- Attachments:** [2012 Benefits Renewal presentation](#)
[Brinson Benefits Proposal Summary](#)
[2012 2013 Health Dental Rates](#)
[BUDGET ANALYSIS 2012](#)
[RES benefits 03 19 12 Aetna Lincoln](#)

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

Title

Consider a resolution authorizing the City Manager to execute contracts for employee Health Insurance; Dental Insurance; Life Insurance; Long Term Disability (LTD), Accidental Death and Dismemberment (AD&D) and Vision Insurance for employees.

Executive Summary

Each year the City of Sachse goes out to bid for group health insurance. This year the City also requested a market-check on dental; life insurance; long-term disability; accidental death & dismemberment and vision insurance.

Background

In an effort to ensure the Citys cost of benefits remain competitive with the market, the City went out to bid for group health Insurance and requested proposals for dental; life insurance; long-term disability; accidental death & dismemberment and vision insurance.

A total of seven bids were received for health insurance. The City requested and

evaluated fully-insured options; self-insured options and a variety of plan design options including Health Reimbursement Arrangements, Health Savings Accounts and standard PPO options.

Aetna is the current carrier for the City's group health insurance. Aetna's initial renewal resulted in an increase of 25% for medical insurance with no plan design changes. Our benefits consulting firm, Brinson Benefits, negotiated with them to reduce the renewal from 25% to 10%. Aetna presented a similar plan with changes to the co-insurance; out of pocket maximums; office visit co-pays and prescription drug co-pays at a 1.18% increase.

This renewal information includes a continuance of the Health Reimbursement Arrangement (HRA), which permits employees to be reimbursed for up to \$2,000 of the deductible for individuals and \$6,000 for family deductible.

The City received eight bids for dental insurance. Cigna is the current carrier for dental insurance. Cigna's renewal for dental insurance resulted in a 3.41% increase. Lincoln Financial, the company who currently handles our life insurance proposed a 23.97% decrease to the dental premiums if we agree to continue our life insurance coverage with them.

Additionally, the City requested our benefits broker, Brinson Benefits to conduct a market check on life insurance, long term disability and accidental death & dismemberment insurance.

We received five proposals. After evaluating the proposals, we determined the most cost effective measure would be to stay with our current carrier, Lincoln Financial.

Although the City does not contribute towards the premiums for vision insurance, Brinson Benefits also did a market check on vision insurance. We received five proposals for vision insurance and did not find the other proposals to be more cost effective than our current carrier which is EyeMed.

Policy Considerations

None

Budgetary Considerations

The City allocated a total of \$752,628 for Health (including the HRA); Dental; Life; LTD and AD&D insurance. As a result of the proposed 1.18% increase in health insurance and the 23.97% proposed decrease in dental insurance, the estimated actual cost for the 2011-2012 year is \$729,859. The estimated amount needed for 2012-2013 is \$743,381.

Staff Recommendations

After staff evaluation, it is recommended that the City Council authorize the City Manager to execute a contract with Aetna for group health insurance and a contract with Lincoln Financial for dental insurance, life insurance, long-term disability and accidental death and dismemberment. It is also recommended that the City Council authorize the City Manager to execute a contract with Eyemed for vision insurance.



City of Sachse

Employee Benefits Renewal

March 19, 2012

Benefits Evaluated

- ▶ Health Insurance
 - (Fully-Insured, Partially-Insured & Self-Funded)
 - ▶ Dental Insurance
 - ▶ Vision Insurance
 - ▶ Basic Life Insurance & Accidental Death and Dismemberment
 - ▶ Long-Term Disability
- 

Health Insurance Bids Received

- ▶ Aetna (current carrier)
- ▶ Blue Cross Blue Shield
- ▶ TML
- ▶ United Healthcare

Third Party Administrators (TPA)/Stop Loss for Self-Insured Plans

- ▶ Group & Pension Administrators (TPA)
- ▶ Fairmont (stop loss)
- ▶ IHC Risk Solutions (stop loss)

Health Insurance

Recommendation

- ▶ Aetna– 1.18% increase in total premiums after negotiations and plan design changes
- ▶ Budget Impact for 2011–2012
 - Savings: \$13,571
- ▶ Budget Impact for 2012/2013
 - Anticipated Increase: \$3,927

Estimated Budget Impact

- ▶ Current Amount Budgeted for 2011 / 2012
 - \$641,983
 - ▶ Estimated Actual for 2011 / 2012
 - \$628,413
-
- ▶ Estimated Budget for 2012 / 2013
 - \$645,910

Plan Design Changes

	Current Plan Design	Proposed Plan Design
Deductible	\$2,500/\$5,000	\$2,500/\$6,000
Co-Insurance	100/70	80/50
Individual Out of Pocket Max	\$4,000/\$15,000	\$6,000/13,000
Family Out of Pocket Max	\$12,000/\$45,000	\$18,000/\$39,000
Office Visit Co-Pay	\$35/\$50	\$35/\$65
Preventative	100%- no cym	100%- no cym
Prescription Co-pays	\$15/\$40/\$60	\$20/\$40/\$70* Mandatory Generic

Estimated Impact on Employees

- ▶ Premiums (annual)
 - \$41 increase for EE+ Spouse
 - \$21 for EE + Children
 - \$68 increase for EE + Family
- ▶ Co-Insurance/Out of Pocket Max
 - Up to \$2,000 more for individual
 - Up to \$6,000 more for family
- ▶ Co-pays
 - Specialist office visits
 - \$15 increase per family member/ \$60 increase per family (Assuming one specialist office visit per year, per family member in a family of 4)
 - Prescriptions: \$180 increase per family member
(Assuming one 1st tier preventative maint. prescription & one 3rd tier preventative maint. prescription)

Current & Proposed Health Insurance Costs

	Current Monthly Premiums	Proposed Monthly Premiums	Current City Contr.	Proposed City Contr.	Current Employee Contr.	Proposed Employee Contr.
Employee Only	\$375.96	\$380.41	\$375.96	\$380.41	\$0.00	\$0.00
Employee +Spouse	\$819.60	\$829.29	\$531.23	\$537.52	\$288.37	\$291.77
Employee +Child(ren)	\$605.30	\$612.45	\$456.23	\$461.62	\$149.07	\$150.83
Employee + Family	\$1,109.10	\$1,122.21	\$632.56	\$640.04	\$476.54	\$482.17

Health Insurance Premium Comparisons

(Total Monthly Cost for Employee Only)

▶ Wylie	\$635	▶ Richmond	\$450
▶ Frisco	\$618/\$678/\$741	▶ Mesquite	\$439/\$478
▶ Coppell	\$582	▶ Princeton	\$437
▶ League City	\$509	▶ Sachse (with HRA)	\$419
▶ Addison	\$503/\$598	▶ Cedar Hill	\$409
▶ Mckinney	\$503/\$558	▶ Rowlett	\$393/\$426
▶ Plano	\$498	▶ Murphy	\$385
▶ Greenville	\$486/\$552	▶ Sachse	\$380
▶ Parker	\$463	▶ Prosper	\$291/\$214
▶ Little Elm	\$461/\$468	▶ Rockwall	\$260/\$713/805
▶ Duncanville	\$450		

Individual Deductibles

▶ Addison	\$0/\$500	▶ Little Elm	\$1,500/\$3,000
▶ Parker	\$200	▶ Rockwall	\$0/\$1,500/\$2,500
▶ League City	\$250	▶ Cedar Hill	\$1,500
▶ Greenville	\$500	▶ Duncanville	\$2,000
▶ Mesquite	\$500/\$1,500	▶ Wylie	\$2,000
▶ Plano	\$1,000	▶ Rowlett	\$2,000/\$3,000
▶ Richmond	\$1,000	▶ Murphy	\$2,500
▶ Frisco	0/\$250/\$1,500	▶ Sachse	\$2,500
▶ Mckinney	\$500/\$1,200	▶ Prosper	\$5,000
▶ Coppell	\$1,500	▶ Princeton	No Data

Co-Insurance Comparisons

(In-Network)

▶ Greenville	No Data	▶ Coppell	80%
▶ Princeton	No Data	▶ Mckinney	80%
▶ Duncanville	70%	▶ Cedar Hill	80%
▶ Sachse	80%	▶ Rockwall	80%/90%
▶ Murphy	80%	▶ League City	90%
▶ Frisco	80%/90%	▶ Little Elm	80%/100%
▶ Parker	85%	▶ Rowlett	90%/100%
▶ Addison	80%	▶ Wylie	100%
▶ Mesquite	80%	▶ Prosper	100%
▶ Plano	80%	▶ Richmond	100%

Dental Insurance Bids Received

- ▶ Cigna (current carrier)
 - ▶ **Lincoln Financial**
 - ▶ MetLife
 - ▶ Guardian
 - ▶ United Concordia
 - ▶ Deerborn National
 - ▶ Principal
 - ▶ Sunlife
- 

Dental Insurance

Recommendation

- ▶ Lincoln Financial: **23.97%** decrease in total premiums if packaged with Life Ins. & AD&D
- ▶ City Contribution: **18.5%** decrease
- ▶ Estimated Annual Savings for Employees
 - Employee+Spouse: \$60.48(DHMO), \$62.12 (PPO)
 - Employee+Children: \$136.32 (DHMO), \$54.84 (PPO)
 - Employee+Family: \$274.91 (DHMO), \$139.44 (PPO)
- ▶ Budget Impact for 2011–2012: **<-\$3,553>**
- ▶ Est. Budget Impact for 2012–2013: **<-\$6,144>**

Life, Accidental Death & Dismemberment (AD&D)/ Long-Term Disability Insurance (LTD) Bids Received

- ▶ **Lincoln Financial (current carrier)**
 - ▶ Mutual of Omaha (Life & AD&D only)
 - ▶ Sunlife
 - ▶ Deerborn
 - ▶ Unum
- 

Life, Accidental Death & Dismemberment (AD&D)/ Long-Term Disability Insurance (LTD) Bids Received

Recommendation

- ▶ Lincoln Financial– 12.06% decrease if packaged with Dental
- ▶ Budget Impact for 2011–2012: <-\$5,646>
- ▶ Est. Budget Impact for 2012–2013: <\$7,030>

Voluntary Vision Bids Received

- ▶ **EyeMed (current carrier)**
 - ▶ Guardian
 - ▶ Principal
 - ▶ Block Vision
 - ▶ Metlife
- 

Voluntary Vision Insurance

Recommendation

- ▶ EyeMed– Rate pass, other carriers had higher employee only rates
- ▶ No rate increase for employees
- ▶ No budget impact
 - City does not contribute to Voluntary Vision

Total Budget Impact

2011/2012

Budgeted

▶ Health Insurance	\$641,983
▶ Dental Insurance	\$ 29,849
▶ Life/LTD/AD&D	\$ 24,324
▶ HRA Deductible	\$ 56,472
Total	\$752,628

2011/2012

Estimated Actual

▶ Health Insurance	\$628,413
▶ Dental Insurance	\$ 26,296
▶ Life/LTD/AD&D	\$ 18,678
▶ HRA Deductible	\$ 56,472
Total	\$729,859

2012/2013 Est. Budget Impact

▶ Health Insurance	\$645,910
▶ Dental Insurance	\$ 23,705
▶ Life/LTD/AD&D	\$ 17,294
▶ HRA Deductible	<u>\$ 56,472</u>
Total	\$743,381

2010/2011: \$784,508

2011/2012: \$752,628

2012/2013: \$743,381

City of Sachse
Medical Options
5.1.2012

Medici

	1	2	3	3a	4
Carrier	Current	Renewal	Renewal-negotiated	Renewal-further negotiation	Alternate
Plan Type	Aetna	Aetna	Aetna	Aetna	Aetna
Plan Name	CPOS	CPOS	CPOS	CPOS	CPOS
Network	TX CPOS B25 - 10	TX CPOS B25 Value - 10			
Individual Deductible	\$2,500 / \$ 5,000	\$2,500 / \$ 5,000	\$2,500 / \$ 5,000	\$2,500 / \$ 5,000	\$2,500 / \$6,000
Family Deductible Limit	3x	3x	3x	3x	3x
Embedded/Non-Embedded	Embedded	Embedded	Embedded	Embedded	Embedded
Coinurance	100 / 70	100 / 70	100 / 70	100 / 70	80 / 50
Individual Out of Pocket Max (ded. incl.)	\$4,000 / \$15,000	\$4,000 / \$15,000	\$4,000 / \$15,000	\$4,000 / \$15,000	\$6,000 / \$13,000
Family Out of Pocket Max (ded. Incl.)	\$12,000 / \$45,000	\$12,000 / \$45,000	\$12,000 / \$45,000	\$12,000 / \$45,000	\$18,000 / \$39,000
Office Visit Copay	\$35 / \$50	\$35 / \$50	\$35 / \$50	\$35 / \$50	\$35 / \$65
Preventive	100% -no cym				
Routine Lab & Xray	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV
Outpatient Surgery	100 / 70 AD	80 / 50 AD			
Hospital Services	100 / 70 AD	80 / 50 AD			
Per Confinement Hosp Copay	\$0	\$0	\$0	\$0	\$0
ER Copay or Deductible	\$250	\$250	\$250	\$250	\$250
ER Coinurance	100 / 100	100 / 100	100 / 100	100 / 100	100 / 100
Urgent Care	\$75	\$75	\$75	\$75	\$75
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Prescription Deductible	None	None	None	None	None
Prescription Card	\$15 / \$40 / \$60	\$15 / \$40 / \$60	\$15 / \$40 / \$60	\$15 / \$40 / \$60	\$20 / \$40 / \$70
	Step Therapy	Step Therapy	Step Therapy	Step Therapy	Mandatory Generics/Step Therapy
Prescription Mail Order Copay	3x	3x	3x	3x	3x
Prescription Mail Order Supply	90 days				
Prescription Out of Pocket Max	No Limit- Specialty filled at Aetna Pharmacy				
Employee Only	Current	Renewal	Renewal-negotiated	Renewal-further negotiation	Alternate
Employee + Spouse	66 \$375.96	\$469.95	\$447.39	\$413.56	\$380.41
Employee + Child(ren)	11 \$819.60	\$1,024.50	\$975.32	\$901.56	\$829.29
Employee + Family	29 \$605.30	\$756.63	\$720.31	\$665.83	\$612.45
	13 \$1,109.10	\$1,386.38	\$1,319.83	\$1,220.01	\$1,122.21
	119				
Underwriting Guidelines					
Monthly Total	\$65,801	\$82,251	\$78,303	\$72,381	\$66,579
Annual Total	\$789,612	\$987,017	\$939,636	\$868,576	\$798,948
Change from Current		\$197,405	\$150,025	\$78,964	\$9,337
% Change from Current		25.00%	19.00%	10.00%	1.18%

*Aetna: to pair H.S.A. and OAMC/PPO plan, there will be a 2% load and needs approval from UW.



City of Sachse
Medical Options
5.1.2012

Medicat

Annual Employer Funding									
EE			\$671,089	\$638,873	\$590,564	\$543,225			
Dependent			\$110,575	\$105,267	\$97,304	\$89,503			
Total			\$781,664	\$744,140	\$687,868	\$632,728			
Change from Current			\$156,333	\$118,810	\$62,538	\$7,398			
% Change from Current			25.00%	19.00%	10.00%	1.18%			
Individual HRA Contribution			\$2,000	\$2,000	\$2,000	\$2,000			
Family HRA Contribution			\$6,000	\$6,000	\$6,000	\$6,000			
* HRA Annual Admin Fee (pppm) - \$100 min / mo			\$4.00	\$5,712	\$5,712	\$5,712			
* Initial Enrollment			\$250	\$250	\$250	\$250			
* HRA SPD/ Plan Document Fee			\$250	\$250	\$250	\$250			
HRA Funding MAXIMUM			100%	\$450,000	\$450,000	\$450,000			
HRA Funding @ Est. Max Claims			15%	\$67,500	\$67,500	\$67,500			
HRA Funding @ Est. Expected Claims			10%	\$45,000	\$45,000	\$45,000			

City of Sachse
Medical Options
5.1.2012

	1	5	6	7	8
Carrier	Current	Alternate	Alternate	Alternate	Alternate
Plan Type	Aetna	Aetna	Aetna	Aetna	Aetna
Plan Name	CPOS	CPOS	CPOS	OAMC	H.S.A
Network	TX CPOS B25 - 10	TX CPOS B30	TX CPOS B50	TX OAMC B50 Value	TX H.S.A.C15
Individual Deductible	\$2,500 / \$ 5,000	\$3,000 / \$5,000	\$5,000 / \$5,000	\$5,000 / \$5,000	\$1,500 / \$ 3,000
Family Deductible Limit	Embedded	Embedded	Embedded	Embedded	Embedded
Coinsurance	100 / 70	100 / 70	100 / 70	80 / 50	80 / 60
Individual Out of Pocket Max (ded. incl.)	\$4,000 / \$15,000	\$4,500 / \$11,000	\$6,500 / \$15,000	\$10,000 / \$15,000	\$2,500 / \$4,500
Family Out of Pocket Max (ded. Incl.)	\$12,000 / \$45,000	\$13,500 / \$33,000	\$19,500 / \$45,000	\$30,000 / \$45,000	\$5,000 / \$9,000
Office Visit Copay	\$35 / \$50	\$30 / \$50	\$30 / \$60	\$35 / \$65	80 / 60 AD
Preventive	100% -no cym	100% -no cym	100% -no cym	100% -no cym	100% - no cym
Routine Lab & Xray	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV
Outpatient Surgery	100 / 70 AD	80 / 60 AD			
Hospital Services	100 / 70 AD	80 / 60 AD			
Per Confinement Hosp Copay	\$0	\$0	\$0	\$0	\$0
ER Copay or Deductible	\$250	\$200	\$200	\$200	Plan Deductible
ER Coinsurance	100 / 100	100 / 100	100 / 100	80 / 80	80 / 80
Urgent Care	\$75	\$75	\$75	\$100	80 / 60 AD
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Prescription Deductible	None	None	None	None	Plan Deductible
Prescription Card	\$15 / \$40 / \$60	\$15 / \$40 / \$60	\$15 / \$40 / \$60	\$20 / \$40 / \$70	Unlimited
	Step Therapy	Step Therapy	Step Therapy	Mandatory Generics/Step Therapy	Plan Deductible
Prescription Mail Order Copay	3x	3x	3x	3x	\$15 / \$35 / \$50
Prescription Mail Order Supply	90 days	90 days	90 days	90 days	2x
Prescription Out of Pocket Max	No Limit- Specialty filled at Aetna Pharmacy	No Limit			
Employee Only	Total Current	Alternate	Alternate	Alternate	Alternate
Employee + Spouse	66 \$375.96	\$409.53	\$385.08	\$355.52	\$396.26
Employee + Child(ren)	11 \$819.60	\$892.78	\$839.47	\$775.03	\$863.84
Employee + Family	29 \$605.30	\$659.34	\$619.97	\$572.38	\$637.97
	13 \$1,109.10	\$1,208.13	\$1,135.98	\$1,048.79	\$1,168.96
	119				
Underwriting Guidelines					
Monthly Total	\$65,801	\$71,676	\$67,396	\$62,223	\$69,353
Annual Total	\$789,612	\$860,113	\$808,756	\$746,675	\$832,236
Change from Current		\$70,502	\$19,144	(\$42,936)	\$42,625
% Change from Current		8.93%	2.42%	-5.44%	5.40%

*Aetna: to pair H.S.A. and OAMC/PPO plan, there will be a 2% load and needs approval from UW.



City of Sachse
Medical Options
5.1.2012

	1	9	10	11
Carrier	Current	Alternate	Alternate	Alternate
Plan Type	Aetna	Aetna	Aetna	Aetna
Plan Name	CPOS	H.S.A	H.S.A	H.S.A
Network	TX CPOS B25 - 10	TX H.S.A. C30	TX H.S.A. C40	TX H.S.A. C50
Individual Deductible	CPOS	OAMC POS	OAMC POS	OAMC POS
Family Deductible Limit	\$2,500 / \$ 5,000	\$3,000 / \$6,000	\$4,000 / \$8,000	\$5,000 / \$8,000
Embedded/Non-Embedded	3x	2x	2x	2x
Coinsurance	Embedded	Embedded	Embedded	Embedded
Individual Out of Pocket Max (ded. incl.)	100 / 70	100 / 70	100 / 70	100 / 70
Family Out of Pocket Max (ded. incl.)	\$4,000 / \$15,000	\$3,000 / \$7,500	\$4,000 / \$16,000	\$5,000 / \$16,000
Office Visit Copay	\$12,000 / \$45,000	\$6,000 / \$15,000	\$8,000 / \$32,000	\$10,000 / \$32,000
Preventive	\$35 / \$50	100 / 70 AD	100 / 70 AD	100 / 70 AD
Routine Lab & Xray	100% - no cym	100% - no cym	100% - no cym	100% - no cym
Outpatient Surgery	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV
Hospital Services	100 / 70 AD	100 / 70 AD	100 / 70 AD	100 / 70 AD
Per Confinement Hosp Copay	100 / 70 AD	100 / 70 AD	100 / 70 AD	100 / 70 AD
ER Copay or Deductible	\$0	\$0	\$0	\$0
ER Coinsurance	\$250	Plan Deductible	Plan Deductible	Plan Deductible
Urgent Care	100 / 100	100 / 100	100 / 100	100 / 100
Lifetime Maximum	\$75	100 / 70 AD	100 / 70 AD	100 / 70 AD
Prescription Deductible	Unlimited	Unlimited	Unlimited	Unlimited
Prescription Card	None	Plan Deductible	Plan Deductible	Plan Deductible
	\$15 / \$40 / \$60			
Step Therapy				
Prescription Mail Order Copay	3x	100 / 70 AD	100 / 70 AD	100 / 70 AD
Prescription Mail Order Supply	90 days	3x	3x	3x
Prescription Out of Pocket Max	No Limit- Specialty filled at Aetna Pharmacy	90 days	90 days	90 days
		Plan Maximum	Plan Maximum	Plan Maximum
		Alternate	Alternate	Alternate
Employee Only	Total	\$407.30	\$380.94	\$362.29
Employee + Spouse	66	\$887.91	\$830.46	\$789.79
Employee + Child(ren)	11	\$655.75	\$613.32	\$583.29
Employee + Family	29	\$1,201.54	\$1,123.79	\$1,068.76
	13			
	119			

Underwriting Guidelines
 Monthly Total \$65,801
 Annual Total \$789,612
Change from Current \$65,815
% Change from Current 8.34%

*Aetna: to pair H.S.A. and OAMC/PPPO plan, there will be a 2% load and needs approval from UW.
 \$71,286
 \$855,427
 \$65,815
 8.34%



City of Sachse
Medical Options
5.1.2012

	1	12	13	14	15
Carrier	Current	Proposed	Proposed	Proposed	Proposed
Plan Type	Aetna	UHC	UHC	UHC	UHC
Plan Name	CPOS	PP0	PPO	H.S.A.	H.S.A.
Network	TX CPOS B25 - 10	TZP-FZ	T07P-FZ	1TS - 2V	1TN - 2V
Individual Deductible	CPOS	Choice Plus	Choice Plus	Choice Plus	Choice Plus
Family Deductible Limit	\$2,500 / \$ 5,000	\$2,500 / \$7,500	\$2,500 / \$5,000	\$1,500 / \$ 2,000	\$3,000 / \$5,000
Embedded/Non-Embedded	3x	2x	2x	2x	2x
Coinsurance	Embedded	Embedded	Embedded	Aggregate	Embedded
Individual Out of Pocket Max (ded. incl.)	100 / 70	100 / 70	80 / 60	80 / 60	100 / 80
Family Out of Pocket Max (ded. Incl.)	\$4,000 / \$15,000	\$2,500 / \$17,500	\$7,500 / \$15,000	\$3,000 / \$8,000	\$4,000 / \$6,000
Office Visit Copay	\$12,000 / \$45,000	\$5,000 / \$35,000	\$15,000 / \$30,000	\$6,000 / \$16,000	\$8,000 / \$12,000
Preventive	\$35 / \$50	\$30 / \$30	\$30 / \$30	80 / 60 AD	100 / 80 AD
Routine Lab & Xray	100% - no cym	100% - no cym	100% - no cym	100% - no cym	100% - no cym
Outpatient Surgery	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV
Hospital Services	100 / 70 AD	100 / 70 AD	80 / 60 AD	80 / 60 AD	100 / 80 AD
Per Confinement Hosp Copay	100 / 70 AD	100 / 70 AD	80 / 60 AD	80 / 60 AD	100 / 80 AD
ER Copay or Deductible	\$0	\$0	\$0	\$0	\$0
ER Coinsurance	\$250	\$200	\$150	Plan Deductible	Plan Deductible
Urgent Care	100 / 100	100 / 100	100 / 100	80 / 80 AD	100 / 100 AD
Lifetime Maximum	\$75	\$75	\$50	100 / 60 AD	100 / 80 AD
Prescription Deductible	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Prescription Card	None	None	None	Plan Deductible	Plan Deductible
	\$15 / \$40 / \$60	\$15 / \$30 / \$65	\$15 / \$30 / \$65	\$15 / \$35 / \$50	\$15 / \$35 / \$50
Step Therapy					
Prescription Mail Order Copay	3x	2.5x	2.5x		
Prescription Mail Order Supply	90 days	90 days	90 days	2x	2x
Prescription Out of Pocket Max	No Limit- Specialty filled at Aetna Pharmacy	No Limit	No Limit	90 days	90 days
Employee Only	Total	Proposed	Proposed	Proposed	Proposed
Employee + Spouse	66	\$429.20	\$390.58	\$386.83	\$360.47
Employee + Child(ren)	11	\$935.66	\$851.47	\$843.29	\$785.82
Employee + Family	29	\$691.02	\$628.84	\$622.79	\$580.35
	13	\$1,266.15	\$1,152.22	\$1,141.14	\$1,063.38
	119				
Underwriting Guidelines					
Monthly Total	\$65,801	\$75,119	\$68,360	\$67,703	\$63,089
Annual Total	\$789,612	\$901,428	\$820,316	\$812,432	\$757,070
Change from Current	\$111,816	\$30,705	\$22,821	\$22,821	(\$32,542)
% Change from Current	14.16%	3.89%	2.89%	2.89%	-4.12%

**UHC: to pair H.S.A. and PPO plan there is a 2% load and needs approval from UW

City of Sachse
Medical Options
5.1.2012

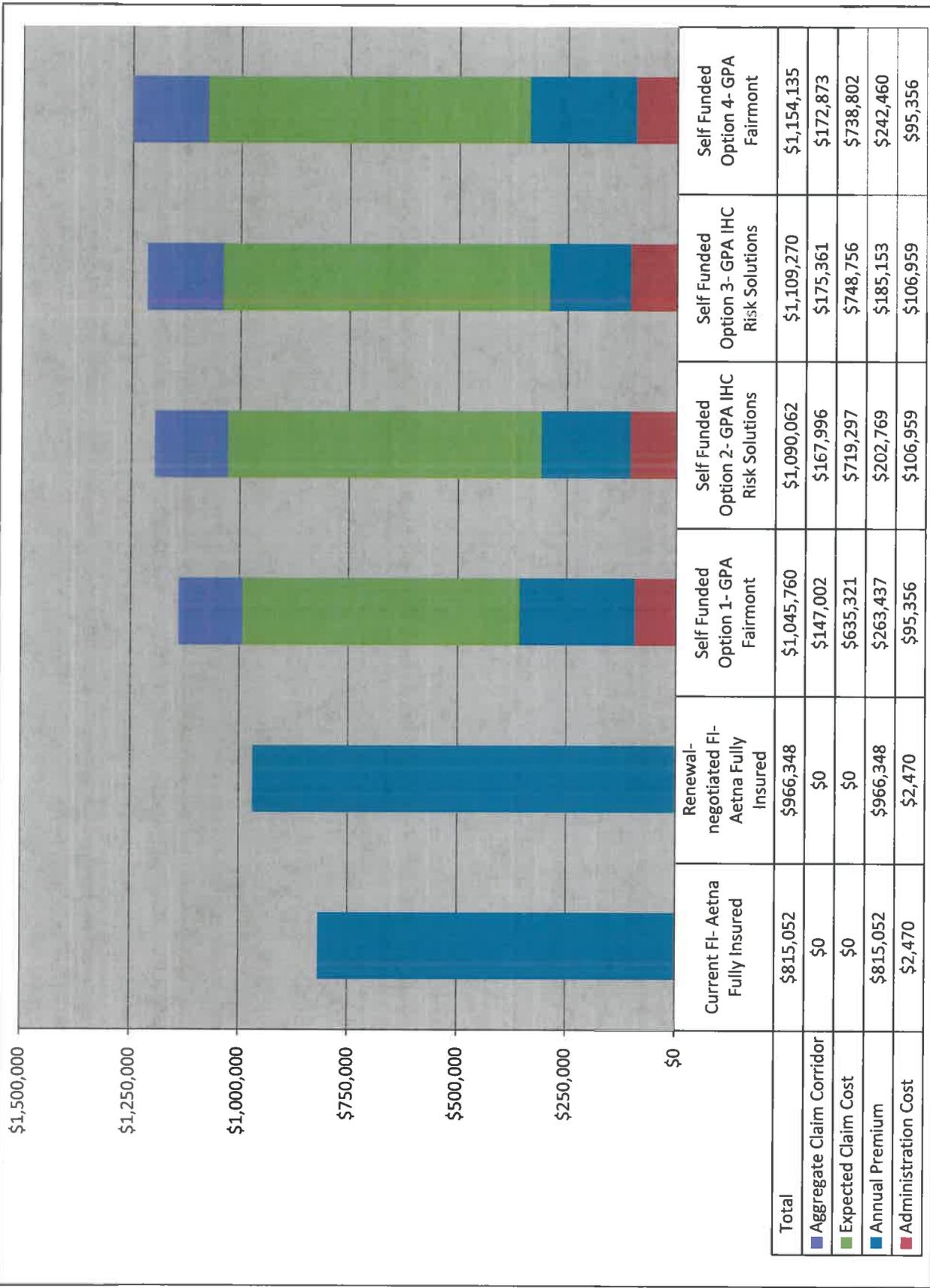
	1	16	17
Carrier	Current	Proposed	Proposed
Plan Type	Aetna	UHC	UHC
Plan Name	CPOS	H.S.A.	H.S.A.
Network	TX CPOS B25 - 10	1TP - 2V	1TQ - 2V
Individual Deductible	CPOS	Choice Plus	Choice Plus
Family Deductible Limit	\$2,500 / \$ 5,000	\$4,000 / \$8,000	\$5,000 / \$10,000
Embedded/Non-Embedded	3x	2x	2x
Coinsurance	Embedded	Embedded	Embedded
Individual Out of Pocket Max (ded. incl.)	100 / 70	100 / 80	100 / 70
Family Out of Pocket Max (ded. incl.)	\$4,000 / \$15,000	\$5,000 / \$16,000	\$5,950 / \$20,000
Office Visit Copay	\$12,000 / \$45,000	\$10,000 / \$32,000	\$11,900 / \$40,000
Preventive	\$35 / \$50	100 / 80 AD	100 / 80 AD
Routine Lab & Xray	100% -no cym	100% - no cym	100% - no cym
Outpatient Surgery	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV
Hospital Services	100 / 70 AD	100 / 80 AD	100 / 80 AD
Per Confinement Hosp Copay	100 / 70 AD	100 / 80 AD	100 / 80 AD
ER Copay or Deductible	\$0	\$0	\$0
ER Coinsurance	\$250	Plan Deductible	Plan Deductible
Urgent Care	100 / 100	100 / 100 AD	100 / 100 AD
Lifetime Maximum	\$75	100 / 80 AD	100 / 80 AD
Prescription Deductible	Unlimited	Unlimited	Unlimited
Prescription Card	None	Plan Deductible	Plan Deductible
	\$15 / \$40 / \$60		
	Step Therapy		
Prescription Mail Order Copay	3x	\$15 / \$35 / \$50	\$15 / \$35 / \$50
Prescription Mail Order Supply			
Prescription Out of Pocket Max			
	90 days	2x	2x
	No Limit- Specialty filled at Aetna Pharmacy	90 days	90 days
		Plan Maximum	Plan Maximum
	Total	Proposed	Proposed
Employee Only	Current	\$347.20	\$326.50
Employee + Spouse	66 \$375.96	\$756.90	\$711.77
Employee + Child(ren)	11 \$819.60	\$559.00	\$525.67
Employee + Family	29 \$605.30	\$1,024.25	\$963.18
	13 \$1,109.10		
	119		
Underwriting Guidelines			
Monthly Total	\$65,801	\$60,767	\$57,144
Annual Total	\$789,612	\$729,208	\$685,731
Change from Current		(\$60,403)	(\$103,881)
% Change from Current		-7.65%	-13.16%

City of Sachse
Medical Options
5.1.2012

	1	18	19	20
Carrier	Current	Proposed	Proposed	Proposed
Plan Type	Aetna	TML	TML	TML
Plan Name	CPOS	PPO	H.S.A.	H.S.A.
Network	TX CPOS B25 - 10 CPOS	P95-250-15-MAC A UHC Choice Plus Network	P85-150-40-MAC A-HDHP UHC Choice Plus Network	P85-250-30-MAC A-HDHP UHC Choice Plus Network
Individual Deductible	\$2,500 / \$ 5,000	\$2,500 / \$2,750	\$1,500 / \$1,750	\$2,500 / \$2,750
Family Deductible Limit	3x	2x	2x	2x
Embedded/Non-Embedded	Embedded	Embedded	Embedded	Embedded
Coinurance	100 / 70	90 / 60	80 / 50	80 / 50
Individual Out of Pocket Max (ded. Incl.)	\$4,000 / \$15,000	\$4,000 / Unlimited	\$5,500 / Unlimited	\$5,500 / Unlimited
Family Out of Pocket Max (ded. Incl.)	\$12,000 / \$45,000	\$8,000 / Unlimited	\$11,000 / Unlimited	\$11,000 / Unlimited
Office Visit Copay	\$35 / \$50	\$35 / \$35	80 / 50 AD	80 / 50 AD
Preventive	100% - no cym	100% - \$500 cym	100% - \$500 cym	100% - \$500 cym
Routine Lab & Xray	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV	Included in OV if billed as part of OV
Outpatient Surgery	100 / 70 AD	90 / 60 AD	80 / 50 AD	80 / 50 AD
Hospital Services	100 / 70 AD	90 / 60 AD	80 / 50 AD	80 / 50 AD
Per Confinement Hosp Copay	\$0	\$0	\$0	\$0
ER Copay or Deductible	\$250	\$100	\$100	\$100
ER Coinurance	100 / 100	90 / 90 AD	80 / 80 AD	80 / 80 AD
Urgent Care	\$75	90 / 90 AD	80 / 80 AD	80 / 80 AD
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited
Prescription Deductible	None	None	Plan Deductible	Plan Deductible
Prescription Card	\$15 / \$40 / \$60 Step Therapy	\$0* / \$9** / \$10 / \$38 / \$60 / \$120 / N/A	\$0* / \$9** / \$10 / \$38 / \$60 / \$120 / N/A	\$0* / \$9** / \$10 / \$38 / \$60 / \$120 / N/A
Prescription Mail Order Copay	3x	Management ;Generic Incentive	Management ;Generic Incentive	Management ;Generic Incentive
Prescription Mail Order Supply	90 days	N/A / N/A / N/A / \$25 / \$95 / \$150 / \$300 / \$100*	N/A / N/A / N/A / \$25 / \$95 / \$150 / \$300 / \$100*	N/A / N/A / N/A / \$25 / \$95 / \$150 / \$300 / \$100*
Prescription Out of Pocket Max	No Limit- Specialty filled at Aetna Pharmacy	CVS/Caremark only *up to 34 day supply; ** 35-90 day supply	CVS/Caremark only *up to 34 day supply; ** 35-90 day supply	CVS/Caremark only *up to 34 day supply; ** 35-90 day supply
Employee Only	Total	Proposed	Proposed	Proposed
Employee + Spouse	66	\$413.32	\$360.02	\$339.72
Employee + Child(ren)	11	\$1,070.88	\$931.52	\$878.44
Employee + Family	29	\$761.54	\$662.68	\$625.02
	13	\$1,289.14	\$1,121.22	\$1,057.26
	119			
Underwriting Guidelines				
Monthly Total		\$77,902	\$67,802	\$63,954
Annual Total		\$934,827	\$813,619	\$767,452
Change from Current		\$145,216	\$24,008	(\$22,160)
% Change from Current		18.39%	3.04%	-2.81%

Illustrative rates only****TML to pair load varies per plan and needs approval from UW

City of Sachse
 Self Funded vs Fully Insured
 Effective May 1, 2012



City of Sachse
Self Funded vs Fully Insured
Effective May 1, 2012

Census Information for Reinsurance Costs

Single Family Total
66
53
119

FULLY INSURED		SELF FUNDED		Renewal-negotiated FI		Self Funded Option 1		Self Funded Option 2		Self Funded Option 3		Self Funded Option 4	
Prepared Vendors	Claims Administrator	Current FI Aetna Fully Insured CPOS	Stop Loss Carrier PPO Network	Prepared Vendors	Claims Administrator	Fully Insured CPOS	PHCS Network	IHC Risk Solutions	IHC Risk Solutions	IHC Risk Solutions	PHCS Network	GPA	PHCS Network
Insurance Coverage	Plan Details	Reinsurance Coverage	Reinsurance Coverage	Insurance Coverage	Plan Details	Reinsurance Coverage	Reinsurance Coverage	Reinsurance Coverage	Reinsurance Coverage	Reinsurance Coverage	Reinsurance Coverage	Reinsurance Coverage	Reinsurance Coverage
EE Only	Specific Reinsurance Premium (Single)	\$375.86	CPOS B25 100 / 70 AD IN: \$2,500 OUT \$5,000	EE Only	Specific Reinsurance Premium (Single)	\$447.39	CPOS B25 100 / 70 AD IN: \$2,500 OUT \$5,000	\$35,000	\$35,000	\$40,000	PHCS Network	\$40,000	PHCS Network
EE + Spouse	Specific Reinsurance Premium (Family)	\$816.60	IN: 100% OUT: 70% IN: \$4,000 OUT: \$15,000 \$15 / \$40 / \$80	EE + Spouse	Specific Reinsurance Premium (Family)	\$975.32	IN: 100% OUT: 70% IN: \$4,000 OUT: \$15,000 \$15 / \$40 / \$80	\$274.42	\$201.28	\$183.34	Fairmont	\$251.08	Fairmont
EE + Ch	Aggregate Reinsurance Premium	\$605.30		EE + Ch	Aggregate Reinsurance Premium	\$720.31		\$4.09	\$8.43	\$6.54	PHCS Network	\$5.02	PHCS Network
EE + Family	Fully Insured Transplant Premium (Single)	\$1,108.10		EE + Family	Fully Insured Transplant Premium (Single)	\$1,318.83		\$0.00	\$0.00	\$0.00	PHCS Network	\$0.00	PHCS Network
N/A	Fully Insured Transplant Premium (Family)			N/A	Fully Insured Transplant Premium (Family)			\$0.00	\$0.00	\$0.00	PHCS Network	\$0.00	PHCS Network
N/A	Monthly Medical/Rx Aggregate Factor (Single)			N/A	Monthly Medical/Rx Aggregate Factor (Single)			\$300.06	\$347.22	\$362.38	PHCS Network	\$352.87	PHCS Network
N/A	Monthly Reinsurance Premiums (fixed)			N/A	Monthly Reinsurance Premiums (fixed)			\$782.02	\$988.34	\$927.36	PHCS Network	\$919.64	PHCS Network
N/A	Monthly Aggregate Attachment Point (claims)			N/A	Monthly Aggregate Attachment Point (claims)			\$21,953	\$16,897	\$15,429	PHCS Network	\$20,205	PHCS Network
N/A	Annual Reinsurance Costs (premium + claims)			N/A	Annual Reinsurance Costs (premium + claims)			\$61,251	\$48,999	\$73,087	PHCS Network	\$72,030	PHCS Network
N/A	Administrative Costs			N/A	Administrative Costs			\$998,449	\$1,042,751	\$1,063,959	PHCS Network	\$1,106,824	PHCS Network
EE Only	Medical Plan & RX Administrative Fee/ELAP	66		EE Only	Medical Plan & RX Administrative Fee/ELAP	66		\$23.00	\$23.00	\$23.00	PHCS Network	\$23.00	PHCS Network
EE + Spouse	Utilization Review Services & Disease Mgmt	11		EE + Spouse	Utilization Review Services & Disease Mgmt	11		\$3.00	\$0.00	\$0.00	PHCS Network	\$0.00	PHCS Network
EE + Ch	Preferred Provider Network Fee	29		EE + Ch	Preferred Provider Network Fee	29		\$5.50	\$15.00	\$15.00	PHCS Network	\$5.50	PHCS Network
EE + Family	V Pay non activation fee	13		EE + Family	V Pay non activation fee	13		\$0.75	\$0.75	\$0.75	PHCS Network	\$0.75	PHCS Network
	PBM Fee				PBM Fee			\$0.00	\$0.00	\$0.00	PHCS Network	\$0.00	PHCS Network
	Broker Fee				Broker Fee			\$18.71	\$18.71	\$18.71	PHCS Network	\$18.71	PHCS Network
	Monthly Administrative Fixed Costs				Monthly Administrative Fixed Costs			\$6,064	\$6,837	\$6,837	PHCS Network	\$6,064	PHCS Network
	Additional Fees and Expense				Additional Fees and Expense						PHCS Network		PHCS Network
	TPA Set Up Fee				TPA Set Up Fee			\$1,800	\$1,800	\$1,800	PHCS Network	\$1,800	PHCS Network
	COBRA Administration Fees				COBRA Administration Fees			\$2,600	\$2,600	\$2,600	PHCS Network	\$2,600	PHCS Network
	Est Run Out Administration Fees / Claim Liability				Est Run Out Administration Fees / Claim Liability			\$18,181	\$20,512	\$20,512	PHCS Network	\$18,181	PHCS Network
	Annual Premium Cost				Annual Premium Cost			\$283,437	\$202,769	\$185,153	PHCS Network	\$242,480	PHCS Network
	Annual Administrative Cost				Annual Administrative Cost			\$95,356	\$106,959	\$106,959	PHCS Network	\$95,356	PHCS Network
	Annualized Fixed Cost				Annualized Fixed Cost			\$815,032	\$986,793	\$986,793	PHCS Network	\$986,793	PHCS Network
	Expected Aggregate Stop Loss (expected claims)				Expected Aggregate Stop Loss (expected claims)			\$0	\$671,886	\$701,445	PHCS Network	\$691,481	PHCS Network
	Annualized Aggregate Stop Loss (maximum claims)				Annualized Aggregate Stop Loss (maximum claims)			\$0	\$830,982	\$976,806	PHCS Network	\$984,384	PHCS Network
	Run Out Claims				Run Out Claims			\$0	\$47,311	\$47,311	PHCS Network	\$47,311	PHCS Network
	Expected Annual Fixed + Claim Cost				Expected Annual Fixed + Claim Cost			\$994,114	\$1,029,025	\$1,040,868	PHCS Network	\$1,076,818	PHCS Network
	Maximum Annual Fixed + Claim Cost				Maximum Annual Fixed + Claim Cost			\$1,144,116	\$1,197,021	\$1,216,229	PHCS Network	\$1,248,481	PHCS Network
	Fully Insured Comparison With Self Funded - Estimated Projections				Fully Insured Comparison With Self Funded - Estimated Projections						PHCS Network		PHCS Network
	Plan Cost at Expected (Including Fixed Costs)				Plan Cost at Expected (Including Fixed Costs)			18.51%	25.87%	27.32%	PHCS Network	31.69%	PHCS Network
	Plan Cost at Maximum (Including Fixed Costs)				Plan Cost at Maximum (Including Fixed Costs)			38.58%	46.43%	48.77%	PHCS Network	53.84%	PHCS Network

City of Sachse
Dental Options
5.1.2012

Dental

	1	2	5	6	7
	Current	Renewal	Proposed	Proposed	Proposed
Carrier Website	Cigna www.cigna.com	Cigna www.cigna.com	Guardian www.guardianlife.com	United Concordia www.ucci.com	Dearborn National www.dearbornnational.com
Network	Cigna Dental Care	Cigna Dental Care	Managed DentalGuard	DentalGuard	Dearborn National Network
Type of Plan	DHMO	DHMO	DHMO	DHMO	PPO
Plan Name	None	None	U40	None	None
Copay	\$0	\$0	\$5	None	None
Deductible	None	None	None	See Fee Schedule	None
Waived for Preventive?	Yes	Yes	Fee Schedule	Yes	Yes
Preventive Care	Fee Schedule	Fee Schedule	Fee Schedule	80%	100%
Basic Care	Fee Schedule	Fee Schedule	Fee Schedule	60%	60%
Basic Waiting Period	None	None	None	None	None
Periodontics in Basic / Major?	Fee Schedule	Fee Schedule	Fee Schedule	Basic	Basic
Endodontics in Basic / Major?	Fee Schedule	Fee Schedule	Fee Schedule	Basic	Basic
Major Care	Fee Schedule	Fee Schedule	Fee Schedule	40%	40%
Major Waiting Period	None	None	None	None	None
Annual Maximums	Unlimited	Unlimited	Unlimited	\$1,000	\$1,000
Maximum Rollover	None	None	None	None	None
Orthodontia	Fee Schedule	Fee Schedule	Fee Schedule	40%	50%
Orthodontia Maximum	\$1,900	\$1,900	\$2,500	\$1,000	\$1,000
Orthodontia Waiting Period	None	None	None	None	None
Adult Orthodontia?	Not Covered	Not Covered	Not Covered	Not Covered	Included
Implant Benefit	Not Covered	Not Covered	Not Covered	Not Covered	Excluded
Out of Network Reimbursement	Fee schedule	90th	Fee schedule	90th	90th
UCR Data Source	n/a	Ingenix	n/a	Ingenix	Ingenix
Rates	DMO	DMO	DMO	DMO	DMO
Employee	34	34	34	34	34
Employee + Spouse	60	60	60	60	60
Employee + Child(ren)	19	19	19	19	19
Employee + Family	17	17	17	17	17
Total	118	118	118	118	118
Monthly Total	\$4,306	\$4,453	\$3,701	\$3,905	\$4,039
Annual Total	\$51,673	\$53,432	\$44,413	\$46,860	\$48,464
Change from Current		\$1,760	(\$7,259)	(\$4,813)	(\$3,209)
% Change from Current		3.41%	-14.05%	-9.31%	-6.21%
Annual Employer Funding - Both Plans	EE Contribution	EE Contribution	EE Contribution	EE Contribution	EE Contribution
Dependent Contribution	\$28,031	\$28,990	\$24,074	\$26,135	\$26,295
Annual Employer Premium	\$461	\$473	\$398	\$421	\$439
Change from Current	\$28,492	\$29,463	(\$4,472)	\$26,556	\$26,734
% Change from Current		\$971	(\$4,020)	(\$1,936)	(\$1,758)
		3.41%	-14.11%	-6.79%	-6.17%
Participation Requirement					
Rate Guarantee		standalone	90% 1 year	118 enrolled 1 year	97% 1 year
Contingencies / Packaging			Packaged w/ Vision	standalone	Packaged w/Life, LTD

	1	2	8	9
Carrier	Cigna	Cigna	Principal	Proposed Sun Life
Website	www.cigna.com	www.cigna.com	www.principal.com	www.sunlife.com
Network	Cigna Dental Care	Cigna Dental Care	Principal Network	Dentemax and ConnectionDental
Type of Plan	DHMO	DHMO	PPO	PPO
Plan Name	None	None	None	None
Copay	\$0	\$0	None	None
Deductible	None	None	\$50	\$50
Waived for Preventive?	Yes	Yes	Yes	Yes
Preventive Care	Fee Schedule	Fee Schedule	80%	100%
Basic Care	Fee Schedule	Fee Schedule	60%	80%
Basic Waiting Period	None	None	None	None
Periodontics in Basic / Major?	Basic	Basic	Major	Basic
Endodontics in Basic / Major?	Basic	Basic	Major	Basic
Major Care	Fee Schedule	Fee Schedule	40%	50%
Major Waiting Period	None	None	None	None
Annual Maximums	Unlimited	Unlimited	\$1,500	\$1,000
Maximum Rollover	None	None	None	None
Orthodontia	Fee Schedule	Fee Schedule	50%	50%
Orthodontia Maximum	\$1,900	\$1,900	\$1,500	\$1,000
Orthodontia Waiting Period	None	None	None	None
Adult Orthodontia?	Not Covered	Not Covered	Included	Included
Implant Benefit	Not Covered	Not Covered	Major	Excluded
Out of Network Reimbursement	Fee schedule	Fee schedule	MAC	90th
UCR Data Source	n/a	n/a	Ingenix / Principal blend	Ingenix
Rates				
Employee	\$14.03	\$23.89	\$24.85	\$27.90
Employee + Spouse	\$27.48	\$48.97	\$50.93	\$56.35
Employee + Child(ren)	\$32.15	\$54.89	\$57.09	\$59.10
Employee + Family	\$50.84	\$88.44	\$91.98	\$98.05
Total				
Monthly Total	\$4,306	\$4,453	\$4,056	\$5,906
Annual Total	\$51,673	\$53,432	\$48,677	\$70,877
Change from Current		\$1,760	(\$2,995)	\$19,205
% Change from Current		3.41%	-5.80%	37.17%
Annual Employer Funding - Both Plans				
EE Contribution	\$28,031	\$28,990	\$25,035	\$39,506
Dependent Contribution	\$461	\$473	\$461	\$600
Annual Employer Premium	\$28,492	\$29,463	\$25,496	\$40,107
Change from Current		\$971	(\$2,997)	\$11,615
% Change from Current		3.41%	-10.52%	40.77%
Participation Requirement			75%	96.70%
Rate Guarantee			1 year	1 year
Contingencies / Packaging	standalone	standalone	Packaged w/ Vision	standalone

City of Sachse
Basic Life and AD&D
5.1.2012

Basic Life and AD&D

	1	1a	2	3
Carrier	Current / Renewal Lincoln Financial	Alternate Lincoln Financial	Proposed Mutual of Omaha	Proposed Sunlife
Life and AD&D	1x salary to \$50,000	1x salary to \$50,000	\$50,000	1x salary to \$50,000
Guarantee Issue	\$50,000	\$50,000	\$50,000	\$50,000
	35% age 70	35% age 70	35% age 70	35% age 70
	50% age 75	50% age 75	50% age 75	50% age 75
Benefit Reduction	Terms at Retirement	Terms at Retirement	term at retirement	
Conversion/Portability	Yes/No	Yes/No	Yes/No	Yes/Yes
Accelerated Life Benefit	75% of Benefit	75% of Benefit	80% of Benefit	75% of Benefit
Covered Employees	120	120	120	120
Volume	\$4,943,000	\$4,943,000	\$4,943,000	\$4,943,000
Life Rate	\$0.120	\$0.080	\$0.080	\$0.110
AD&D Rate	\$0.020	\$0.020	\$0.020	\$0.020
Monthly Premium	\$692	\$494	\$494	\$643
Annual Premium	\$8,304	\$5,932	\$5,932	\$7,711
Change from Current		(\$2,373)	(\$2,373)	(\$593)
% Change from Current		-28.57%	-28.57%	-7.14%
Rate Guarantee	2 years	2 years	2 years	2 years
Contingencies / Packaging	Packaged w/ Life/DI	Packaged w/ Dental/Life/DI	Packaged w/ Life	Packaged w/ Life/DI



City of Sachse
Long Term Disability Options
5.1.2012

Long Term Disability

	1	2	3
	Current / Renewal	Proposed	Proposed
Carrier	Lincoln Financial	Dearborn	Sunlife
Benefit Percentage	60%	60%	60%
Maximum Monthly Benefit	\$5,000	\$5,000	\$5,000
Minimum Monthly Benefit	\$100	\$100	\$100
Benefits taxed or tax free	taxed	taxed	taxed
Elimination Period	90 days	90 days	90 days
Maximum Benefit Duration	SSNRA / to age 65	SSNRA / to age 65	SSNRA / to age 65
Definition of Disability (3 parts)			
Loss of: (And/Or)	Duties	Duties AND income	Duties AND income
Own Occ/Any Occ/Own Specialty	2 year Own Occ/ Any Occ thereafter	2 year Own Occ/ Any Occ thereafter	2 year Own Occ/ Any Occ thereafter
% of Income lost	20%	20%	20%
Definition of Earnings	Salary	Salary	Salary
Preexisting Condition limit	3/12	3/12	3/3/12
Mental illness/Drug & Alcohol limit	24 / 24	24 / 24	24 / 24
Per Lifetime or Per Occurrence	Per Occurrence	Lifetime	Per Occurrence
Combined or separate	Separate	Combined	Separate
Self Reported limit	24 Months	24 Months	24 Months
Rehab Benefit	Mandatory	Non-Mandatory	Mandatory
Return to work offset	Proportionate loss	Progressive partial	Proportionate Loss
Employee Assistance Program	4 face to face visits 24/7 assistance 1 telephonic consultation	3 face to face visits 24/7 Assistance Unlimited Telephonic Consultation	None
Covered Employees	120	120	116
Volume	\$450,890	\$450,890	\$450,890
Rate/\$100	\$0.210	\$0.210	\$0.250
Monthly Premium	\$947	\$947	\$1,127
Annual Premium	\$11,362	\$11,362	\$13,527
Change from Current	\$0	\$0	\$2,164
% Change from Current	0.00%	0.00%	19.05%
Participation Requirement			
Rate Guarantee	Packaged w/ Life	100% 2 years Packaged w/ Dental/Life	100% 2 years Packaged w/ Life
Contingencies / Packaging			



City of Sachse
 Long Term Disability Options
 5.1.2012

Long Term Disability

4

Carrier	Proposed Unum
Benefit Percentage	60%
Maximum Monthly Benefit	\$5,000
Minimum Monthly Benefit	\$100
Benefits taxed or tax free	taxed
Elimination Period	90 days
Maximum Benefit Duration	SSNRA / to age 65
Definition of Disability (3 parts)	
Loss of: (And/Or)	Duties AND income
Own Occ/Any Occ/Own Speciality	2 year Own Occ/ Any Occ thereafter
% of Income lost	20%
Definition of Earnings	Salary
Preexisting Condition limit	3/12
Mental Illness/Drug & Alcohol limit	24 /24
Per Lifetime or Per Occurrence	Lifetime
Combined or separate	Separate
Self Reported limit	24 Months
Rehab Benefit	Non-Mandatory
Return to work offset	Proportionate loss
Employee Assistance Program	Included unlimited phone consultation

Covered Employees	120
Volume	\$450,890
Rate/\$100	\$0.290
Monthly Premium	\$1,308
Annual Premium	\$15,691
Change from Current	\$4,329
% Change from Current	38.10%

Participation Requirement	100%
Rate Guarantee	2 years
Contingencies / Packaging	Packaged w/ Life



City of Sachse
Voluntary Vision Options
5.1.2012

Vision

	1	2	3	4
Carrier	Current Renews 5.1.2013 Eyemed www.eyemedvisioncare.com Eyemed	Proposed Guardian www.guardianlife.com Davis	Proposed Principal www.principal.com Any Network	Proposed Block Vision www.blockvision.com Block Vision Gold 120 Plan
Website				
Plan Name				
Frequencies	12/12/12/24	12/12/12/24	12/12/12/24	12/12/12/24
Exam/Lenses/Contacts/Frames	\$10 / Reimb up to \$35	\$10 / Reimb up to \$50 after copay	Reimb up to \$50	\$10 / Reimb up to \$35
Eye Exam Benefit (In/Out)	\$10 / Reimb up to \$25	\$10 / Reimb up to \$48 after copay	Reimb up to \$50	\$10/ Reimb up to \$25
Lenses -Single (In/Out)	\$10 / Reimb up to \$40	\$10 / Reimb up to \$67 after copay	Reimb up to \$75	\$10 / Reimb up to \$40
Lenses - Bifocal (In/Out)	\$10 / Reimb up to \$60	\$10 / Reimb up to \$86 after copay	Reimb up to \$100	\$10 / Reimb up to \$45
Lenses - Trifocal (In/Out)	N/A	\$10 / Reimb up to \$126 after copay	Reimb up to \$150	\$10 / Reimb up to \$80
Lenses - Lenticular (In/Out)		\$10 / Reimb up to \$210 after copay	Reimb up to \$150	\$10 / Reimb up to \$150 retail
Contacts - Medically Nec. (In/Out)	\$0 - Paid in Full / Reimb up to \$200			
Contacts - Elective (In/Out)	\$135 allowance+15% off balance / Reimb up to \$95	Formulary \$10; not formulary \$120 max - copay waived / Reimb up to \$105 - copay waived	Reimb up to \$150	Reimb up to \$145 / Reimb up to \$80 retail
Frames Benefit (In/Out)	\$0 copay; \$120 Allowance+20% off balance / Reimb up to \$48 retail value	Tower Designer collection \$25 copay, \$50 copay for Tower Premier collection, non Tower frame collection copay then reimb up to \$120 / Reimb up to \$48 after copay	Reimb up to \$100	Reimb up to \$120 retail / Reimb up to \$70 retail value
Network Providers	Private Practice, LensCrafters, Pearle Vision, Sears, Target	Walmart, Target, J C Penney, Sears, Pearle Vision, Sam's Club and Private Practice	Any Provider	Walmart, Sam's Club, Eyemasters & Private Practice
Rates				
Employee	49 \$4.68	\$7.76	\$5.58	\$4.60
Employee + Spouse	16 \$14.60	\$13.06	\$12.10	\$14.52
Employee + Child(ren)	10 \$15.36	\$13.32	\$11.32	\$15.28
Employee + Family	13 \$22.60	\$21.09	\$17.84	\$22.45
Total	88			
Monthly Total	\$910	\$997	\$812	\$902
Annual Total	\$10,924	\$11,959	\$9,746	\$10,828
Change from Current		\$1,035	(\$1,176)	(\$95)
% Change from Current		9.47%	-10.79%	-0.87%
Participation	70%	70%	20%	10 enrolled
Rate Guarantee	1 year	1 year	1 year	4 years
Contingencies / Packaging	standalone	standalone	Packaged w/ Dental	standalone



City of Sachse
Voluntary Vision Options
5.1.2012

Vision

1	5	Proposed
Current	Renews 5.1.2013	Metlife
Carrier	EyeMed	www.safeguard.net
Website	www.eyemedvisioncare.com	SafeGuard Dental Network
Network	Eyemed	Varies
Plan Name	12/12/12/24	12/12/12/24
Frequencies		
Exam/Lenses/Contacts/Frames	\$10 / Reimb up to \$35	\$10 / Reimb up to \$35
Eye Exam Benefit (In/Out)	\$10 / Reimb up to \$25	\$10 / Reimb up to \$25
Lenses -Single (In/Out)	\$10 / Reimb up to \$40	\$10 / Reimb up to \$35
Lenses - Bifocal (In/Out)	\$10 / Reimb up to \$60	\$10 / Reimb up to \$45
Lenses - Trifocal (In/Out)	N/A	\$10 / Reimb up to \$100
Lenses - Lenticular (In/Out)		Allowance \$250 / Reimb up to \$250
Contacts - Medically Nec. (In/Out)	\$0 - Paid in Full / Reimb up to \$200	Allowance \$160 / Reimb up to \$125
Contacts - Elective (In/Out)	\$135 allowance+15% off balance / Reimb up to \$95	\$125 allowance retail / Reimb up to \$85
Frames Benefit (In/Out)	\$0 copay; \$120 Allowance+20% off balance / Reimb up to \$48 retail value	
Network Providers	Private Practice, LensCrafters, Pearle Vision, Sears, Target	Walmart, Eyemart, Eyemasters, Sams Club & Private Practice
Rates		
Employee	49	\$7.28
Employee + Spouse	16	\$14.57
Employee + Child(ren)	10	\$15.00
Employee + Family	13	\$20.77
Total	88	
Monthly Total	\$910	\$1,010
Annual Total	\$10,924	\$12,118
Change from Current		\$1,194
% Change from Current		10.93%
Participation		5 enrolled
Rate Guarantee		2 years
Contingencies / Packaging	standalone	standalone

**City of Sachse
Health, Dental Vision
Proposed Premiums
2012-2013**

Aetna Healthcare Medical Insurance	Total Premiums	City Contribution¹	Monthly Employee Premium	Semi- Monthly Employee Premium
PPO				
Employee Only	\$380.41	\$380.41	\$0.00	\$0.00
Spouse	\$829.29	\$537.52	\$291.77	\$145.89
Children	\$612.45	\$461.62	\$150.83	\$75.41
Family	\$1,122.21	\$640.04	\$482.17	\$241.09

Lincoln Dental Insurance	Total Premiums	City Contribution¹	Monthly Employee Premium	Semi- Monthly Employee Premium
DHMO				
Employee Only	\$9.66	\$9.66	\$0.00	\$0.00
Spouse	\$18.07	\$9.66	\$8.41	\$4.21
Children	\$16.42	\$9.66	\$6.76	\$3.38
Family	\$23.56	\$9.66	\$13.90	\$6.95
PPO				
Employee Only	\$20.77	\$20.77	\$0.00	\$0.00
Spouse	\$40.67	\$20.77	\$19.90	\$9.95
Children	\$47.20	\$20.77	\$26.43	\$13.22
Family	\$73.70	\$20.77	\$52.93	\$26.47

¹The City contributes 35% toward employee health insurance for any employee choosing dependent coverage. If an employee does not select dependent health insurance, the City contributes \$50 monthly towards dependent dental.

EyeMed Voluntary Vision Coverage
Semi-Monthly Rates:
Employee Only—\$2.34; Employee + Spouse—\$7.30; Employee + Child/rn—\$7.68; Family—\$11.30

Fiscal Year 2011-2012 Estimate

Medical

October - April	May - September	Total	11/12 Budget	Difference
\$364,776	\$263,637	\$628,413	\$641,983	-\$13,571

Dental

October - April	May - September	Total	11/12 Budget	Difference
\$16,620	\$9,675	\$26,296	\$29,849	-\$3,553

Current Annual Amount	
Health	\$625,330
Dental	\$28,492

Proposed Annual Amount	
1.18% increase for Medical	\$632,728
18.5% decrease for Dental	\$23,221

2011-2012 Total Est. Budget Savings (health & dental) \$17,124

Life, AD&D & LTD Insurance

October - April	May - September	Total	11/12 Budget	Difference
\$11,472	\$7,206	\$18,678	\$24,324	-\$5,646

Current Annual Amount	
	\$19,666

Proposed Annual Amount	
	\$17,294

2011-2012 Total Estimated Budget Savings (life) \$5,646

2011-2012 Total Estimated Budget Savings \$22,770

Fiscal Year 2012-2013 Estimate

Medical

October - April	May - September	12/13 Proposed Budget	11/12 Budget	Difference
\$369,091	\$276,819	\$645,910	\$641,983	\$3,927

Dental

October - April	May - September	12/13 Proposed Budget	11/12 Budget	Difference
\$13,546	\$10,159	\$23,705	\$29,849	-\$6,144

Annual Amount	
Health	\$632,728
Dental	\$23,221

Estimated Increase	
5% est. increase for Medical	\$664,364
5% est. increase for Dental	\$24,382

2012-2013 Total Est. Budget Savings (health & dental) \$2,217

Life, AD&D & LTD Insurance

October - April	May - September	12/13 Proposed Budget	11/12 Budget	Difference
\$10,088	\$7,206	\$17,294	\$24,324	-\$7,030

Annual Amount	
	\$17,294

Estimated Increase 0%	
	\$17,294

2012-2013 Total Estimated Budget Savings (life) \$7,030

2012-2013 Total Estimated Budget Savings \$9,247

RESOLUTION NO. _____

WHEREAS, the City of Sachse provides group health insurance as a benefit for City employees;
and

WHEREAS, the City of Sachse has advertised for bids for group medical insurance and requested proposals for dental insurance, life insurance, long-term disability insurance, accidental death and dismemberment insurance and vision insurance; and

WHEREAS, the City of Sachse has received bids and information from various insurance underwriters, and

WHEREAS, staff has reviewed the bids and information provided and is under the opinion that Aetna has the best overall bid for Medical and Lincoln Financial has the best overall option dental insurance, life insurance, accidental death and dismemberment and long term disability.

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

That the City Council hereby requests the City Manager to execute a contract with Aetna for group medical insurance and Lincoln Financial for dental, life, accidental death and dismemberment and long-term disability insurance.

PASSED AND APPROVED this the 19th day of March, 2012.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



Legislation Details (With Text)

File #: 12-0775 **Version:** 1 **Name:** Update on additional six Fire Rescue Specialist proposal

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

File created: 3/16/2012 **In control:** City Council

On agenda: 3/19/2012 **Final action:**

Title: Discuss the Fire Department’s August 2011 request for six (6) additional full time Fire Rescue Specialist positions, eliminating part time positions in the Fire Department, creation of Driver/Operator positions in the Fire Department, revenue received from ambulance fees, and budgetary impacts.

Executive Summary

In August 2011, the Fire Department presented a proposal to the City Council that would result in funding six (6) additional full time Fire Rescue Specialist positions and two Driver/Operator positions by eliminating part time positions and increasing ambulance fees and result in an annual revenue increase to the City of \$ 50,036.

Council subsequently adopted a next ambulance fee schedule and directed staff to monitor ambulance receipts, evaluate the proposal, and present the findings at a later date. This discussion item includes staff’s findings and projections.

Sponsors:

Indexes:

Code sections:

Attachments: [Ambulance Revenue Mid Year Update 3-2012](#)

Date	Ver.	Action By	Action	Result
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Title

Discuss the Fire Department’s August 2011 request for six (6) additional full time Fire Rescue Specialist positions, eliminating part time positions in the Fire Department, creation of Driver/Operator positions in the Fire Department, revenue received from ambulance fees, and budgetary impacts.

Executive Summary

In August 2011, the Fire Department presented a proposal to the City Council that would result in funding six (6) additional full time Fire Rescue Specialist positions and two Driver/Operator positions by eliminating part time positions and increasing ambulance fees and result in an annual revenue increase to the City of \$ 50,036.

Council subsequently adopted a next ambulance fee schedule and directed staff to monitor ambulance receipts, evaluate the proposal, and present the findings at a later date. This discussion item includes staff’s findings and projections.

Background

The basis for the Fire Department requesting additional full time Fire Rescue Specialists is to

address challenges of staffing to keep up with calls. Over the past four (4) years, the Fire Department has experienced an average turnover of 5.5 part time personnel per year and has experienced challenges in filling absent employees with overtime personnel.

Eliminating the part time positions and adding six (6) full time positions will not eliminate overtime needs or challenges faces by absent employees, but is projected to decrease the frequency of absenteeism-related staffing challenges.

FUNDING CONSIDERATIONS

The proposal presented to Council assumed that Sachse would experience an increase in ambulance receipts resulting in \$ 356,966 per year and would add \$53,311 to the annual revenues after paying for the additional Fire Rescue Specialists. After five (5) months of collections data from actual receipts, the increase in ambulance fees is projected to add \$ 15,487 to the annual revenues before any full time positions are funded. Based on these receipts, the cost to the City during for a full fiscal year to fund the additional positions after the elimination of part time positions is \$ 244,113.

STAFFING RECOMMENDATIONS AND MANDATES

The Fire Department has a policy (SOP) for the staffing to be at eight (8) to man the equipment for that shift which we can go down to minimum staffing of 7 without paying overtime. The Fire Department is mandated with requirements from the Department of Human Services to man ambulances with 2 men. The National Fire Protection Association (NFPA) strongly recommends for manning of 4 firefighters per engine crew but will allow 3 man engine crews at this time. The Texas Commission on Fire Protection (TCFP governed by law) requires for us to man an incident during a fire for "2 in 2 out" to make an interior attack. The NFAP also recommends that all Fire responses are to respond in a time of less than 5 minutes to any call in any part of the community. These recommendations and mandates are strongly reviewed in the case of any incident that may occur requiring an investigation by the State.

Policy Considerations

The Fire Department forecasts that hiring six (6) full time Fire Rescue Specialists and eliminating part time positions will reduce staff challenges associated with absenteeism.

Budgetary Considerations

Eliminating the Fire Department's part time positions and hiring six (6) full time Fire Rescue Specialists and creating a Drive/Operator position at Fire Station No. 2 will require a minimum increase in the FY 2013 expense budget of \$ 268,890.

Staff Recommendations

The City Council requested that staff provide information after the City had some experience with increases in ambulance fees. This item presents staff's findings. The Fire Department will request additional Fire Rescue Specialists during the FY 2013 budget process.



City of Sachse

Ambulance Revenue Mid Year Update
March 19, 2012

Proposal 1

Hire 3 Full Time Fire-Rescue Specialists	- \$ 209,694
Eliminate 22 Part Time Fire-Rescue Specialists	\$ 227,000

Estimated Savings (+) or Cost (-) \$ 17,306

Proposal 2

Hire 3 Full Time Fire-Rescue Specialists	- \$ 209,694
Eliminate 22 Part Time Fire-Rescue Specialists	\$ 227,000
Hire 3 Full Time Fire-Rescue Specialists	- \$ 209,694
Reduction in Overtime	\$ 80,733

Estimated Savings (+) or Cost (-) - \$ 111,655

Proposal 3

Hire 3 Full Time Fire-Rescue Specialists	- \$ 209,694
Eliminate 22 Part Time Fire-Rescue Specialists	\$ 227,000
Hire 3 Full Time Fire-Rescue Specialists	- \$ 209,694
Reduction in Overtime	\$ 80,733
Increase Ambulance Fees \$232.62 per Transport	\$ 356,966
Existing Ambulance Fee Deduction	- \$ 192,000

Estimated Savings (+) or Cost (-) \$ 53,311

Proposal 4

Eliminate Lt "Move Up" at Station 1	\$ 24,353
Create Driver/Operator Pos. at Station 1	- \$ 2,851
Create Driver/Operator Pos. at Station 2	- \$ 24,777

Estimated Savings (+) or Cost (-) - \$ 3,275

Ambulance Revenues FY 2012

Have 5 Months Actual Receipts

Expected Receipts FY 2012	\$ 190,487
Revenue Budgeted in City Budget	- \$ 175,000

Estimated Excess Ambulance Revenue \$ 15,487

Budget Impact Proposal 3

Increase in Ambulance Revenue	15,487
Wages	
Eliminate Part Time Rescue Specialists	254,819
Hire 3 Full Time Rescue Specialists	(222,738)
Hire 3 Full Time Rescue Specialists	(222,738)
Increase in OT to \$135,622.88 (Current Year Budget \$109,680)	(25,943)
Move Up Pay	(41,000)
Certification Pay	(2,000)
Estimated cost	<u>(244,113)</u>

Budget Impact Proposal

Proposal 3 Cost	(244,113)
Wages	
Create Sta. 2 Driver/Operator	(24,777)
Estimated cost	<u>(268,890)</u>

Mid Year Budget Need

Increase in Ambulance Revenue	15,487
Wages	
Eliminate Part Time Rescue Specialists	127,410
Hire 3 Full Time Rescue Specialists	(111,369)
Hire 3 Full Time Rescue Specialists	(111,369)
Increase in OT to \$175,349.44 (Current Year Budget \$109,680)	(65,669)
Move Up Pay	(20,500)
Certification Pay	(1,000)
Estimated cost	<u>(167,011)</u>

Alternatives

	Budget Increase	
	FY 2012	FY 2013
Implement Proposals Now	\$ 167,011	\$ 268,890
Consider in FY 2012 Budget Cycle	\$ 0	\$ 268,890

Considerations

- Part Time Turnover Averages 5.5 per Year
- Sachse Pays \$ 3,250 for Equipment & Uniforms
- Staffing Challenges will Persist, but Change
- Personnel Budgeting
- Budget Constraints