



# Sachse, Texas

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

## Meeting Agenda City Council

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Monday, June 18, 2012

7:30 PM

Council Chambers

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

The City Council of the City of Sachse will hold a Regular Meeting on Monday, June 18, 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.

[12-0921](#) Consider approval of the minutes of the June 4, 2012, regular meeting.

*Executive Summary*

*Minutes of the last meeting on June 4, 2012, for consideration.*

Attachments: [Min.pdf](#)

[12-0920](#) Consider acceptance of the resignation of Brenda Sizemore on the Animal Shelter Board.

*Executive Summary*

*We have a resignation on the Animal Shelter Board and the Council must formally accept it.*

Attachments: [Brenda Sizemore Ltr.pdf](#)

- [12-0892](#) Consider a resolution authorizing the project submittal for the 2012 Call for Projects for the Dallas County Major Capital Improvement Program (MCIP).

*Executive Summary*

*Dallas County issues a call for projects to partnering cities for transportation projects every two to three years under their Major Capital Improvement Program (MCIP). The MCIP is a program which funds up to half the cost of the paving, drainage, and sidewalk improvements for an eligible transportation project. This item is to authorize staff to submit the City's project submittal for the Dallas County 2012 MCIP Call for Projects.*

Attachments: [presentation for discussion of MCIP submittal](#)  
[Attachment 1 - project maps](#)  
[Attachment 2](#)  
[resolution for MCIP submittal](#)

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

- [12-0925](#) Adjourn to Executive Session pursuant to 551.071(1)(a) of the Texas Government Code to consult with our attorney Joe Gorfida regarding pending litigation - City of Sachse, Texas v. Clementina Okoye, et al.; Cause no. 11-14282-M.

Consider any action necessary as a result of executive session.

*Executive Summary*

*Closed session as provided by State Law.*

- [12-0894](#) Consider a resolution awarding the bid in the amount of eighty-six thousand thirty-three dollars and no cents (\$86,033) to Reynolds Asphalt & Construction Company, Incorporated for the installation of paving improvements to 7th Street from State Highway 78 to

Boone Street.

*Executive Summary*

*The City was awarded Community Development Block Grant (CDBG) funds from Dallas County for low to moderate income areas to be used on public infrastructure projects. 7th Street from SH 78 to Boone Street needs reconstructed and is an eligible CDBG area. The project was been designed in-house by staff and bids were opened on June 13 2012. This item is to award the bid to the lowest responsible bidder, which is Reynolds Asphalt & Construction Company, Inc. in the amount of \$86,033.*

**Attachments:** [Attachment 1](#)  
[resolution for 7th street award](#)  
[attachment 2](#)

**12-0923**

Discuss and consider a resolution approving the Sachse Public Library Exhibit Policy.

*Executive Summary*

*Library Manager is requesting approval of the resolution supporting the exhibits policy which outlines the requirements for any organization wanting to display materials in the library. Exhibits function as an integral part of the library's total program of public service and are planned to direct the attention of the public to the materials, services and aims of the library. The policy states that the Library Manager has the right of refusal to any display item. The library is not responsible for any items in the exhibit and the exhibitor must provide their own insurance. If exhibit items are for sale, the prices will not be posted and there will be no purchase transactions in the library.*

**Attachments:** [Microsoft Word - 51SACHSE Resolution Approving Library Exhibits Policy55855](#)  
[Microsoft PowerPoint - Council June 18, 2012](#)

**12-0922**

Consider a resolution authorizing the City Manager to execute a contract with Brinson Benefits for Employee Benefits Broker/Consulting Services for the City of Sachse.

*Executive Summary*

*In May, 2012 the City of Sachse requested proposals for Employee Benefit Advisory/Patient Advocate Services.*

**Attachments:** [Benefits Broker City Council Presentation](#)  
[RFP Comparision](#)  
[RFP Ranking Benefits Broker 2012](#)  
[51SACHSE Resolution Approving Brinson Benefits Inc 55855](#)  
[City of Sachse Brinson Benefits Professional Services Agreement 7 01 12](#)

12-0900

Consider a resolution authorizing the City Manager to execute an agreement with BrooksCardiel, PLLC, to provide auditing services for the City's financial statements for the fiscal year ending September 30, 2012.

*Executive Summary*

*The City of Sachse submitted a request for proposals for Professional Auditing Services for the audit of the fiscal year ending September 30, 2012 financial statements.*

**Attachments:** [Auditing Services Bid Summary \(3\).pdf](#)

[Audit RFP Scoring.pdf](#)

[Audit RFP Ranking.pdf](#)

[Professional Auditing Services Proposals Presentation.pdf](#)

[51SACHSE Resolution Approving BrooksCardiel PLLC \(Auditing Services\)5578](#)

**5. ADJOURNMENT.**

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

The City of Sachse reserves the right to reconvene, recess or realign the regular session or called Executive Session or order of business at any time prior to adjournment.

Note: The Sachse City Council reserves the right to convene into Executive Session pursuant to the Texas Government Code, Title 5, Chapter 551 regarding posted items on the regular meeting agenda.

State law prohibits the introduction or discussion of any item of business not posted at least seventy-two (72) hours prior to the meeting time. Therefore, during Citizen Input for example, the Council is prohibited by state law to deliberate or take action on any issues introduced by the public other than to take them under advisement. Posted: June 15, 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 #:** 12-0921      **Version:** 1      **Name:** Consider approval of the minutes of the June 4, 2012, regular meeting.

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

**File created:** 6/8/2012      **In control:** City Council

**On agenda:** 6/18/2012      **Final action:**

**Title:** Consider approval of the minutes of the June 4, 2012, regular meeting.

Executive Summary  
Minutes of the last meeting on June 4, 2012, for consideration.

**Sponsors:**

**Indexes:**

**Code sections:**

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

Date	Ver.	Action By	Action	Result
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### Title

Consider approval of the minutes of the June 4, 2012, regular meeting.

### *Executive Summary*

*Minutes of the last meeting on June 4, 2012, for consideration.*

### Background

The June 4, 2012, regular meeting minutes are attached for review and consideration.

### Policy Considerations

None.

### Budgetary Considerations

None.

### Staff Recommendations

Approval of the minutes of the June 4, 2012, regular meeting, as a Consent Agenda Item.

**REGULAR MEETING**  
**OF THE**  
**CITY COUNCIL OF THE CITY OF SACHSE**  
**JUNE 4, 2012**

The City Council of the City of Sachse held a Regular Meeting on Monday, June 4, 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; City Engineer Shawn Poe; Police Chief Dennis Veach; Public Works Director Joe Crase; Fire Chief Doug Kendrick; Parks Director Lance Whitworth; Library Manager Mignon Morse; Sachse EDC Director Carlos Vigil; and City Secretary Terry Smith.

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

The invocation was offered by Pastor Josh King and the pledges were led by Councilman Adams.

**1. Consent Agenda:**

Councilman Timm moved to approve the Consent Agenda Items No. **12-0876** Consider approval of the minutes of the May 21, 2012, regular Meeting; **12-0879** Ordinance No. 3390 amending the 2011-2012 Budget; **12-0873** Resolution No. 3391 approving a Pipeline Crossing Contract with The Kansas City Southern Railway Company for construction, maintenance, operation, and use of a proposed potable water pipeline under the Kansas City Southern Railroad tracks and right-of-way at Mile Post T 203.88 (Dallas Subdivision) to serve the Woodbridge Commons Development (Wal-Mart); **12-0874** Resolution No. 3392 approving a Facilities Agreement with C.W. Young Construction, L.P., and Herzog Development Corporation for the installation of a 12-inch waterline under the Kansas City Southern Railroad tracks and right-of-way at Mile Post T 203.88 (Dallas Subdivision) to serve the Woodbridge Commons Development (Wal-Mart); **12-0885** Resolution No. 3393 approving an Interlocal Agreement with the City of Plano to offer training to City Employees. The motion was seconded by Councilwoman McMillan and passed unanimously.

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

Mayor Felix made the following presentations:

**12-0877** Proclamation recognizing Sachse High School Principal Steve Hammerle.

**12-0878** Proclamation declaring Management Week.

**12-0875** Staff Briefing: City Engineer. City Engineer Shawn Poe updated the Council on activities in his department.

Councilman Ronnau stated the Summer Reading Program had their kick-off event over the weekend. There was a big turnout.

Councilman Patterson noted the YMCA summer day programs have started. There is a different program each week. He also mentioned the successful Memorial Day event at City Hall that was coordinated by Dave Sanford and General Eichelberger.

**3. Citizen Input:**

Patty Jones 6212 Aspen Estates Drive, stated she was at the meeting to support Jared Patterson for another term. She noted she was a clerk in the recent Primary Election. She met lots of people and most feel voting for all elections should be at City Hall. Possibly writing a letter could accomplish this.

**4. Regular Agenda Items:**

**12-0881 Administer Oath of Office to Councilman-elect Jared Patterson:**

Mayor Felix administered the Oath of Office. No formal Council action was taken.

The City Council recessed briefly from 8:10 p.m. until 8:18 p.m.

**12-0895 Receive early Citizen input for the 2012-2013 Fiscal Year Budget:**

Jim Becker 1105 Meadow Lane, stated the City is making progress on the streets but feels they still need attention. In some areas the sidewalks need to be finished out.

Kathy Cobb 3820 6<sup>th</sup> Street, requested a sidewalk connection on Sachse road in front of the municipal complex, and a right turn lane to S.H. 190 at the mall. She wants to encourage quarterly citizen communication meetings. She stated the Library lost \$6,000 in funding for books and noted there is a need for additional man hours, so the library can open earlier.

No formal Council action was taken.

**12-0883 Adjourn to Executive Session pursuant to the provisions of Texas Government Code Section 551.071: To discuss pending litigation: Dan Wood vs. the City of Sachse Cause No. DC-12-00218-M:**

**Consider any action necessary as a result of Executive Session:**

At 8:29 p.m. Councilman Patterson moved to recess to executive session. The motion was seconded by Councilman Ronnau and carried unanimously.

At 9:16 p.m. Councilman Timm moved to return to open session. The motion was seconded by Councilman Ronnau and carried unanimously.

Mayor Felix stated no action was being taken.

**12-0888 Discuss Fireworks Program.**

Denise Vice, Project Coordinator, briefed the Council on the matter in workshop session. Following discussion, no formal action was taken.

**12-0890 Consider appointment of voting representative to the North Central Texas Council of Government's General Assembly.**

Following discussion, Councilman Adams moved to appoint Jared Patterson as the voting representative to the North Central Texas Council of Government. The motion was seconded by Mayor Pro Tem Smith and carried unanimously.

There being no further business, Councilman Patterson moved to adjourn. The motion was seconded by Councilman Ronnau and passed unanimously. The meeting adjourned at 9:21 p.m.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR



## Legislation Details (With Text)

**File #:** 12-0920      **Version:** 1      **Name:** Consider acceptance of the resignation of Brenda Sizemore on the Animal Shelter Board.

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

**File created:** 6/7/2012      **In control:** City Council

**On agenda:** 6/18/2012      **Final action:**

**Title:** Consider acceptance of the resignation of Brenda Sizemore on the Animal Shelter Board.

Executive Summary  
We have a resignation on the Animal Shelter Board and the Council must formally accept it.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Brenda Sizemore Ltr.pdf](#)

Date	Ver.	Action By	Action	Result
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### Title

Consider acceptance of the resignation of Brenda Sizemore on the Animal Shelter Board.

### *Executive Summary*

*We have a resignation on the Animal Shelter Board and the Council must formally accept it.*

### Background

Ms. Brenda Sizemore has resigned her seat on the Animal Shelter Board. At the appropriate time staff will arrange for recognition of her service to the City. Staff has advertised the vacancy for applicants, then interviews will be scheduled.

### Policy Considerations

None.

### Budgetary Considerations

None.

### Staff Recommendations

Acceptance of the resignation of Brenda Sizemore on the Animal Shelter Board as a consent Agenda Item.

## Terry Smith

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**From:** Dennis Veach  
**Sent:** Thursday, June 07, 2012 8:29 AM  
**To:** 'Brenda Sizemore'  
**Cc:** Terry Smith  
**Subject:** Animal Shelter Board

Brenda, thank you for the note. I hope things go well with you.  
Dennis Veach  
Sachse Police

-----Original Message-----

**From:** Brenda Sizemore  
**Sent:** Tuesday, June 05, 2012 5:24 PM  
**To:** Dennis Veach  
**Subject:** Animal Control Brd

Chief. I regret letting you know that I have to step down as a member of our Animal Control Board.

I hope to regain my strength quickly and to look for other volunteer opportunities to support our wonderful community.

Thank you and best regards.

Brenda Sizemore

Have a blessed day.  
sent from my iPhone



Legislation Details (With Text)

**File #:** 12-0892      **Version:** 1      **Name:** resolution to submit MCIP projects  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 5/30/2012      **In control:** City Council  
**On agenda:** 6/18/2012      **Final action:**  
**Title:** Consider a resolution authorizing the project submittal for the 2012 Call for Projects for the Dallas County Major Capital Improvement Program (MCIP).

Executive Summary

Dallas County issues a call for projects to partnering cities for transportation projects every two to three years under their Major Capital Improvement Program (MCIP). The MCIP is a program which funds up to half the cost of the paving, drainage, and sidewalk improvements for an eligible transportation project. This item is to authorize staff to submit the City's project submittal for the Dallas County 2012 MCIP Call for Projects.

Sponsors:

Indexes:

Code sections:

**Attachments:** [presentation for discussion of MCIP submittal](#)  
[Attachment 1 - project maps](#)  
[Attachment 2](#)  
[resolution for MCIP submittal](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution authorizing the project submittal for the 2012 Call for Projects for the Dallas County Major Capital Improvement Program (MCIP).

*Executive Summary*

*Dallas County issues a call for projects to partnering cities for transportation projects every two to three years under their Major Capital Improvement Program (MCIP). The MCIP is a program which funds up to half the cost of the paving, drainage, and sidewalk improvements for an eligible transportation project. This item is to authorize staff to submit the City's project submittal for the Dallas County 2012 MCIP Call for Projects.*

Background

Dallas County created a Major Capital Improvement Program (MCIP) to partner with cities and other stakeholders to plan for and construct roadway improvements. The 2012 MCIP is the sixth call for projects since the inception of the program. Projects submitted for the 2012 MCIP will be planned for construction in 2017-2020.

Every two to four years (depending on available funding), Dallas County issues a call for

projects to partnering cities under their Major Capital Improvement Program (MCIP) for funding up to half the cost of the paving, drainage, and sidewalk improvements for transportation projects. In 2008, the City submitted the Merritt Road widening construction project from Pleasant Valley to the City's southern City limits as well as the engineering for the widening of Sachse Road from SH 78 to the east City limits. Both projects were chosen through the selection process. The MCIP program requires at least a 50/50 match from the City for the engineering, right-of-way, paving, drainage, and sidewalk costs. The City is responsible for 100% of the water and sanitary sewer costs in addition to any betterment requested by the City.

### Policy Considerations

Staff has begun the process of completing an application to submit roadway reconstruction projects to meet the MCIP September 28 submittal deadline. However, staff needs the City Council authorization to submit these projects. Dallas County plans to make its selections in March 2013. Staff has prepared a prioritized list of projects which will be discussed in the City Council Workshop on June 18, 2012.

Staff met and discussed potential projects and has prioritized a list of projects, which is below and shown in Attachment 1-Project Map:

- 1) Construction cost for the widening of 5<sup>th</sup> Street from SH 78 to Sachse Road and Sachse Road from 5<sup>th</sup> Street to the eastern City limits
- 2) Merritt Road from Sachse Road at the intersection of Woodbridge Parkway to north of Pleasant Valley
- 3) Pleasant Valley from Merritt Road to the City limits

As stated previously, the engineering for the widening of 5<sup>th</sup> Street/Sachse Road to a four-lane divided roadway was selected by Dallas County as a MCIP project under the 5<sup>th</sup> Call for Projects in 2008. Dallas County is in the process of negotiating a fee with an engineering consultant. Once the fee is known, the City will need to determine during the budget process and CIP update if funding is available in remaining 2006 Transportation Bond funds to cover its 50% match. Should the City be able to find its match, the engineering could be complete by 2014. Therefore, the highest prioritized project submittal would be for the right-of-way and construction costs for 5<sup>th</sup> Street from SH 78 to Sachse Road and Sachse Road from 5<sup>th</sup> Street to the eastern City limits, which could begin as early as 2017.

Each project submitted to Dallas County is prioritized through an extensive rating process. Factors which could rate projects higher include but are not limited to higher percentage match from City, engineering and right-of-way identification complete, outside leverage funding from other programs (Regional Toll Revenue, North Central Texas Council of Governments, etc), economic impacts, regional impacts, improving air quality, etc. The 5<sup>th</sup> Street/Sachse Road project will score well for several reasons:

- The engineering and right-of-way identification was selected as a previous MCIP project.

- The project provides a major east-west corridor.
- Project could spur redevelopment and/or provide economic development.
- Air quality will improve due to less congestion.
- Regional impact since Wylie plans to submit the widening of Ballard Road from their city limit to the Collin County line as a MCIP project. Wylie is in the process of partnering with Collin County to widen Ballard Road from Alanis Drive to the County line.
- The condition of Sachse Road will be worse than Merritt Road, which will be reconstructed this year as a two lane asphalt road, and Pleasant Valley, which is maintained by the City of Garland as the refuse haul route.

#### Budgetary Considerations

It is anticipated Dallas County will have approximately \$74 million to fund their match of selected projects. The estimated total cost and the City's anticipated match for each project is tabulated below and the details are shown in Attachment 2:

- 1) 5<sup>th</sup> Street/Sachse Road - \$25.35M (City match \$13.7M)
- 2) Merritt Road - \$14M (City match \$7.5M)
- 3) Pleasant Valley - \$15.5M (City match \$8.1M)

There is no commitment to funding from the City until the selection process is complete and an interlocal agreement is approved should any of the projects be selected.

#### Staff Recommendations

Staff recommends the City Council approve a resolution authorizing staff to submit projects for funding through the 2012 Major Capital Improvement Program (MCIP) administered by Dallas County and providing an effective date as a consent agenda item.

**DISCUSS THE MCIP PROJECT SUBMITTAL**  
**JUNE 18, 2012**  
**SACHSE CITY COUNCIL MEETING**

### **MCIP PROJECT SUBMITTAL**

- × Dallas County issues a call for projects for its Major Capital Improvement Project (MCIP) every two to four years.
- × MCIP selected projects are funded up to 50% by Dallas County for paving, drainage, and sidewalk improvements
- × City must match at least 50% paving, drainage, and sidewalk improvements. City must cover water/sanitary sewer relocation costs and any betterments.

## **MCIP PROJECT SUBMITTAL**

- × Dallas County issues a call for projects for its Major Capital Improvement Project (MCIP) every two to four years.
- × MCIP selected projects are funded up to 50% by Dallas County for paving, drainage, and sidewalk improvements
- × City must match at least 50% paving, drainage, and sidewalk improvements. City must cover water/sanitary sewer relocation costs and any betterments.

## **MCIP PROJECT SUBMITTAL**

- × 5<sup>th</sup> Call for Projects in 2008
  - + Merritt Road Widening from Pleasant Valley to south City limits – County \$0.891M/City \$1.782M
  - + 5<sup>th</sup> Street / Sachse Road Widening Engineering – County \$1.5M/City \$1.5M
- × Dallas County anticipates funding \$74 million for selected projects in 6<sup>th</sup> Call for projects.
- × Staff needs authorization from City Council to submit projects for the 6<sup>th</sup> Call for Projects



## ATTACHMENT 1 - PROJECT MAP

**Pleasant Valley Road**



- ✘ Widen roadway to 4-lane divided section
- ✘ Water relocations
- ✘ Major drainage crossings
- ✘ \$14.0M estimated cost (City match \$7.5M)

## ATTACHMENT 1 - PROJECT MAP

**Merritt Road**



- ✘ Widen roadway to 4-lane divided section
- ✘ Water and sanitary sewer relocations
- ✘ Major drainage crossings
- ✘ \$15.5M estimated cost (City match \$8.1M)

## **MCIP PROJECT SUBMITTAL**

- × Project submittal due date is September 28
- × Once project data is submitted it is tabulated, verified, screened, ranked, and presented for selection by Commissioners.
- × Commissioners make final decisions
  - + Tentatively after March 2013

## **MCIP PROJECT SUBMITTAL**

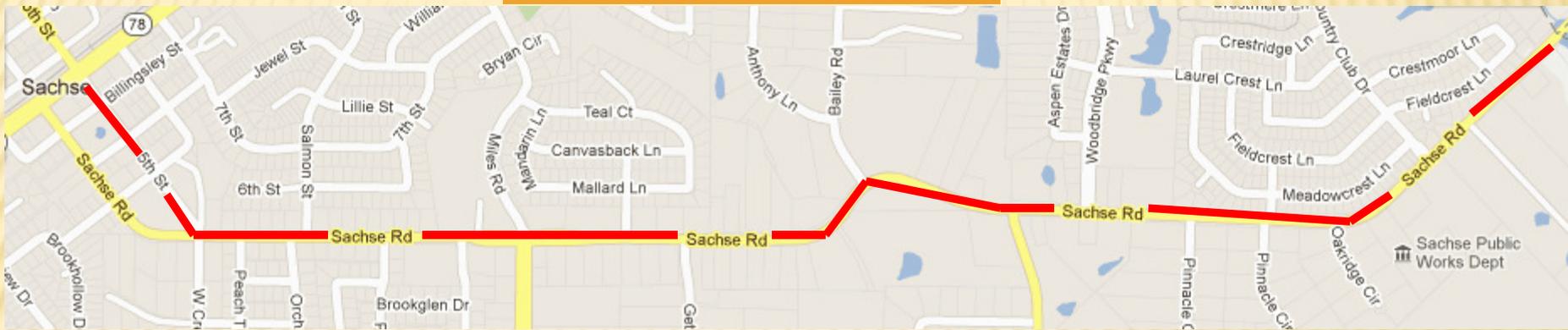
- × Staff needs City Council authorization to submit projects
- × Funding does not need to be committed at the time of submittal

## **MCIP PROJECT SUBMITTAL**

× QUESTIONS?

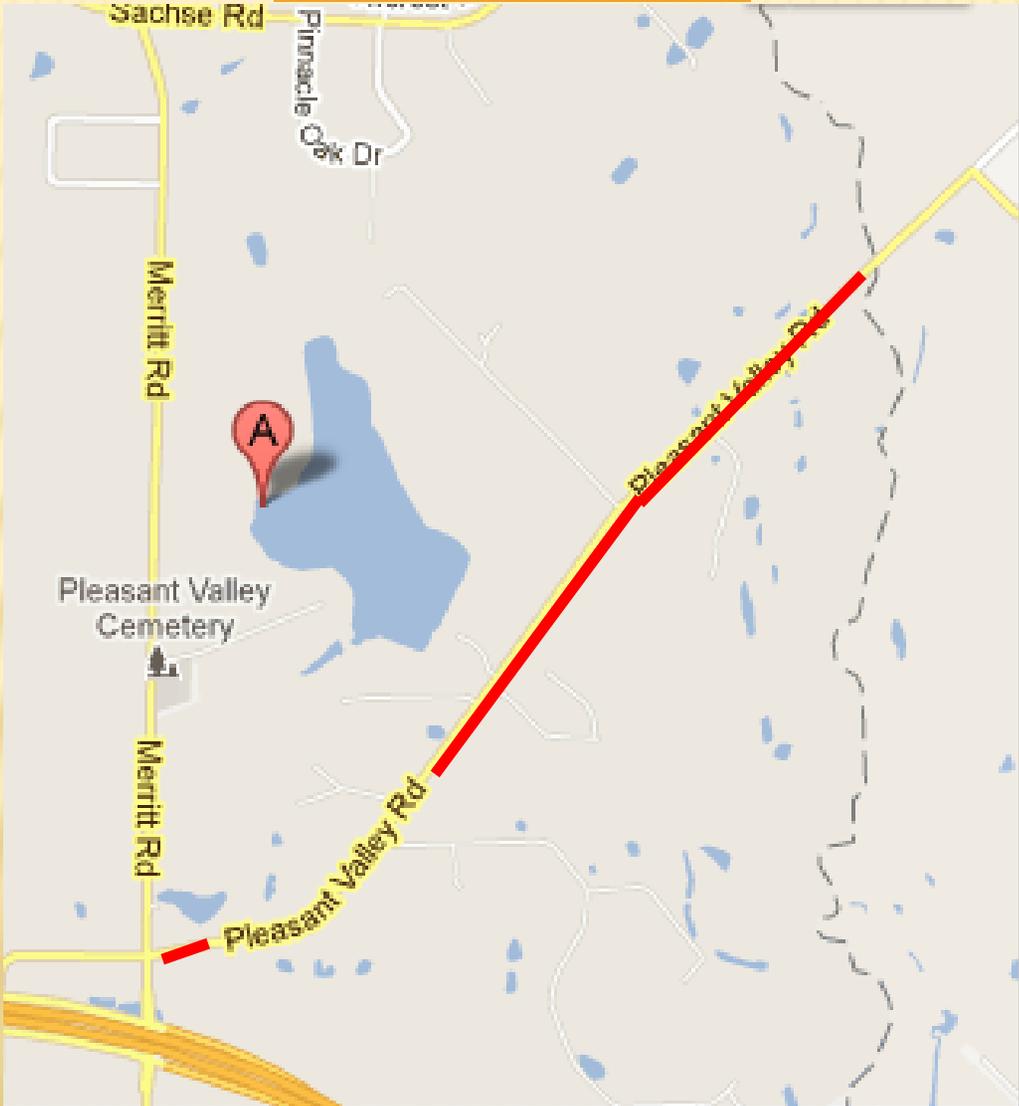
# ATTACHMENT 1 – PROJECT MAP

## 5th Street/Sachse Road



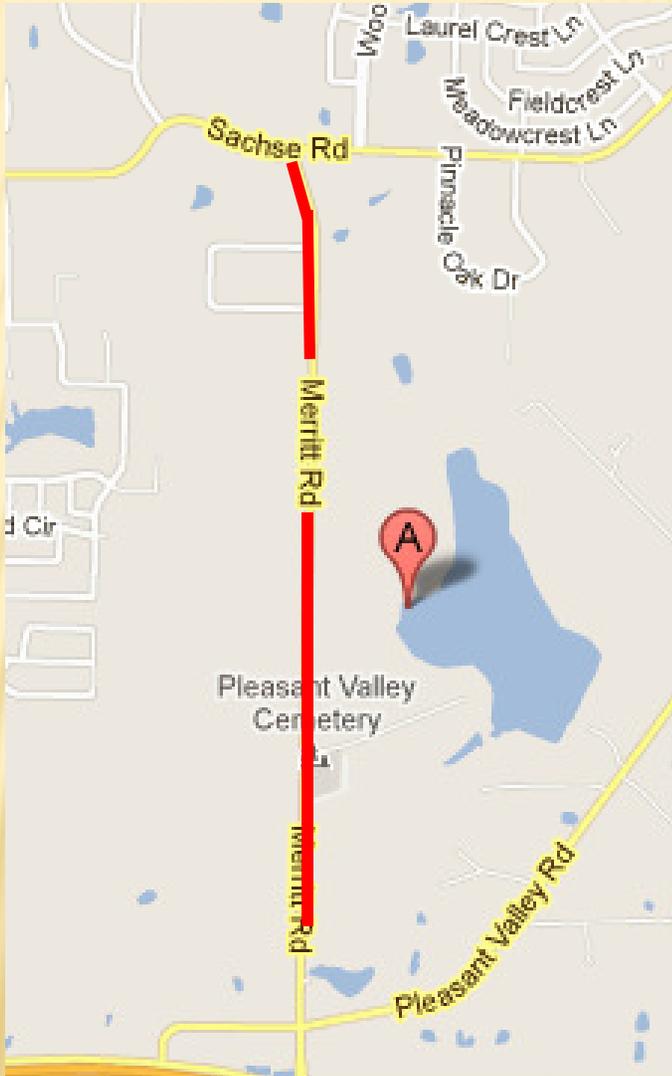
# ATTACHMENT 1 – PROJECT MAP

## Pleasant Valley Road



# ATTACHMENT 1 – PROJECT MAP

## Merritt Road



**ATTACHMENT 2**

**DALLAS COUNTY 2012 MCIP CALL FOR PROJECTS**

**Cost Estimation**

*5th Street/Sachse Road - SH 78 to eastern City limits (four-lane divided roadway)*

1	Length (mile)		2.65		
2	Construction Cost (\$1.5M/lane mile)	\$	15,909,091		
3	Extra items (bridge, signals, etc.)	\$	1,000,000		
4	Water & sanitary sewer relocations	\$	2,000,000		
5	Right-of-way/easements	\$	3,000,000		
6	Engineering & Surveying (3%)*	\$	567,273		
7	Contingency (15%)	\$	2,836,364		
	Total	\$	25,312,727	City match	\$ 13,656,364
	<b>USE</b>	<b>\$</b>	<b>25,350,000</b>	<b>USE</b>	<b>\$ 13,700,000</b>

\*Cost is just surveying since engineering is assumed to be funded from 2008 MCIP for \$3M (50/50 match)

*Merritt Road - Sachse Road to north of Pleasant Valley (four-lane divided roadway)*

1	Length (mile)		1.36		
2	Construction Cost (\$1.5M/lane mile)	\$	8,181,818		
3	Extra items (bridge, signals, etc.)	\$	650,000		
4	Water & sanitary sewer relocations	\$	1,000,000		
5	Right-of-way/easements	\$	1,500,000		
6	Engineering & Surveying (12%)	\$	1,179,818		
7	Contingency (15%)	\$	1,474,773		
	Total	\$	13,986,409	City match	\$ 7,493,205
	<b>USE</b>	<b>\$</b>	<b>14,000,000</b>	<b>USE</b>	<b>\$ 7,500,000</b>

*Pleasant Valley Road - Merritt Road to City limits (four-lane divided roadway)*

1	Length (mile)		1.55		
2	Construction Cost (\$1.5M/lane mile)	\$	9,318,182		
3	Extra items (bridge, signals, etc.)	\$	750,000		
4	Water & sanitary sewer relocations	\$	750,000		
5	Right-of-way/easements	\$	1,600,000		
6	Engineering & Surveying (12%)	\$	1,298,182		
7	Contingency (15%)	\$	1,622,727		
	Total	\$	15,339,091	City match	\$ 8,044,545
	<b>USE</b>	<b>\$</b>	<b>15,500,000</b>	<b>USE</b>	<b>\$ 8,100,000</b>

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS,  
AUTHORIZING STAFF TO SUBMIT PROJECTS FOR FUNDING THROUGH  
THE 2012 MAJOR CAPITAL IMPROVEMENT PROGRAM ADMINISTERED BY  
DALLAS COUNTY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Dallas County administers the 2012 Major Capital Improvement Program (MCIP) for transportation and roadway improvements, and;

**WHEREAS**, the City of Sachse is eligible to submit roadway reconstruction projects for consideration to be selected in the 2012 MCIP, and;

**WHEREAS**, the City of Sachse will submit 5<sup>th</sup> Street/Sachse Road from SH 78 to the eastern City limits, Pleasant Valley Road from east of Merritt Road to the City limits, and Merritt Road from Sachse Road to north of Pleasant Valley Road to be considered for the 2012 MCIP.

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

**Section 1:** That the City Council hereby authorizes the submission to Dallas County for consideration for the 2012 Major Capital Improvement Program for the proposed projects as listed below:

- 1) 5<sup>th</sup> Street/Sachse Road from SH 78 to the eastern City limits
- 2) Pleasant Valley Road from east of Merritt Road to the City limits
- 3) Merritt Road from Sachse Road to north of Pleasant Valley Road

**Section 2:** This resolution shall become effective immediately upon its passage.

**RESOLVED** this 18<sup>th</sup> day of June, 2012. CITY OF SACHSE, TEXAS.

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

ATTEST:

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



Legislation Details (With Text)

**File #:** 12-0925      **Version:** 1      **Name:** Okoye et al Lawsuit  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 6/13/2012      **In control:** City Council  
**On agenda:** 6/18/2012      **Final action:**  
**Title:** Adjourn to Executive Session pursuant to 551.071(1)(a) of the Texas Government Code to consult with our attorney Joe Gorfida regarding pending litigation - City of Sachse, Texas v. Clementina Okoye, et al.; Cause no. 11-14282-M.

Consider any action necessary as a result of executive session.

Executive Summary  
Closed session as provided by State Law.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

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

Adjourn to Executive Session pursuant to 551.071(1)(a) of the Texas Government Code to consult with our attorney Joe Gorfida regarding pending litigation - City of Sachse, Texas v. Clementina Okoye, et al.; Cause no. 11-14282-M.

Consider any action necessary as a result of executive session.

*Executive Summary*

*Closed session as provided by State Law.*

**Background**

This agenda item is provided for the City Council to meet in executive session with the City Attorney to discuss this pending litigation.

**Policy Considerations**

None.

**Budgetary Considerations**

None.

**Staff Recommendations**

Conduct executive session and take any action appropriate.



Legislation Details (With Text)

**File #:** 12-0894      **Version:** 1      **Name:** award of bid for 7th Street  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 5/30/2012      **In control:** City Council  
**On agenda:** 6/18/2012      **Final action:**

**Title:** Consider a resolution awarding the bid in the amount of eighty-six thousand thirty-three dollars and no cents (\$86,033) to Reynolds Asphalt & Construction Company, Incorporated for the installation of paving improvements to 7th Street from State Highway 78 to Boone Street.

**Executive Summary**

The City was awarded Community Development Block Grant (CDBG) funds from Dallas County for low to moderate income areas to be used on public infrastructure projects. 7th Street from SH 78 to Boone Street needs reconstructed and is an eligible CDBG area. The project was been designed in-house by staff and bids were opened on June 13 2012. This item is to award the bid to the lowest responsible bidder, which is Reynolds Asphalt & Construction Company, Inc. in the amount of \$86,033.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Attachment 1](#)  
[resolution for 7th street award](#)  
[attachment 2](#)

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

Consider a resolution awarding the bid in the amount of eighty-six thousand thirty-three dollars and no cents (\$86,033) to Reynolds Asphalt & Construction Company, Incorporated for the installation of paving improvements to 7<sup>th</sup> Street from State Highway 78 to Boone Street.

*Executive Summary*

*The City was awarded Community Development Block Grant (CDBG) funds from Dallas County for low to moderate income areas to be used on public infrastructure projects. 7<sup>th</sup> Street from SH 78 to Boone Street needs reconstructed and is an eligible CDBG area. The project was been designed in-house by staff and bids were opened on June 13 2012. This item is to award the bid to the lowest responsible bidder, which is Reynolds Asphalt & Construction Company, Inc. in the amount of \$86,033.*

**Background**

The City's Capital Improvement Plan (CIP) includes the installation of paving improvements to 7<sup>th</sup> Street from SH 78 to Boone Street (see Attachment 1 - Project Map). The existing asphalt has deteriorated beyond repair and needs reconstructed.

The City receives Community Development Block Grant (CDBG) funding each year, which is allocated by Dallas County, for improvements to areas that qualify as low to moderate income areas. The 2010 CDBG funding was allocated to the reconstruction of 7<sup>th</sup> Street from SH 78 to Boone Street.

#### Policy Considerations

The construction plans were designed in-house by City staff and the contract includes provisions to reconstruct 7<sup>th</sup> Street with new asphalt pavement from SH 78 to Boone Street. A neighborhood meeting will be held prior to work beginning.

Notice to bidders was published in the *Sachse News* on May 23, 2012 and May 30, 2012. Sealed bids were received in the City Secretary's Office until 2:30 pm, June 13, 2012 and then publicly read aloud in the City Hall Council Chambers in accordance with the Texas Local Government Code.

Two bids were received (see attached bid tabulation Attachment 2). The low bid was received from Reynolds Asphalt & Construction Company, Inc. of Euless, TX. The references for Reynolds Asphalt & Construction Company, Inc. were checked and found to be satisfactory. Reynolds Asphalt is also performing the work on Merritt Road and the other asphalt improvement projects in the City and has adequate resources to complete all the projects in a timely manner. The design engineer and City staff recommends awarding the contract to Reynolds Asphalt & Construction Company, Inc. in the amount of \$86,033.

#### Budgetary Considerations

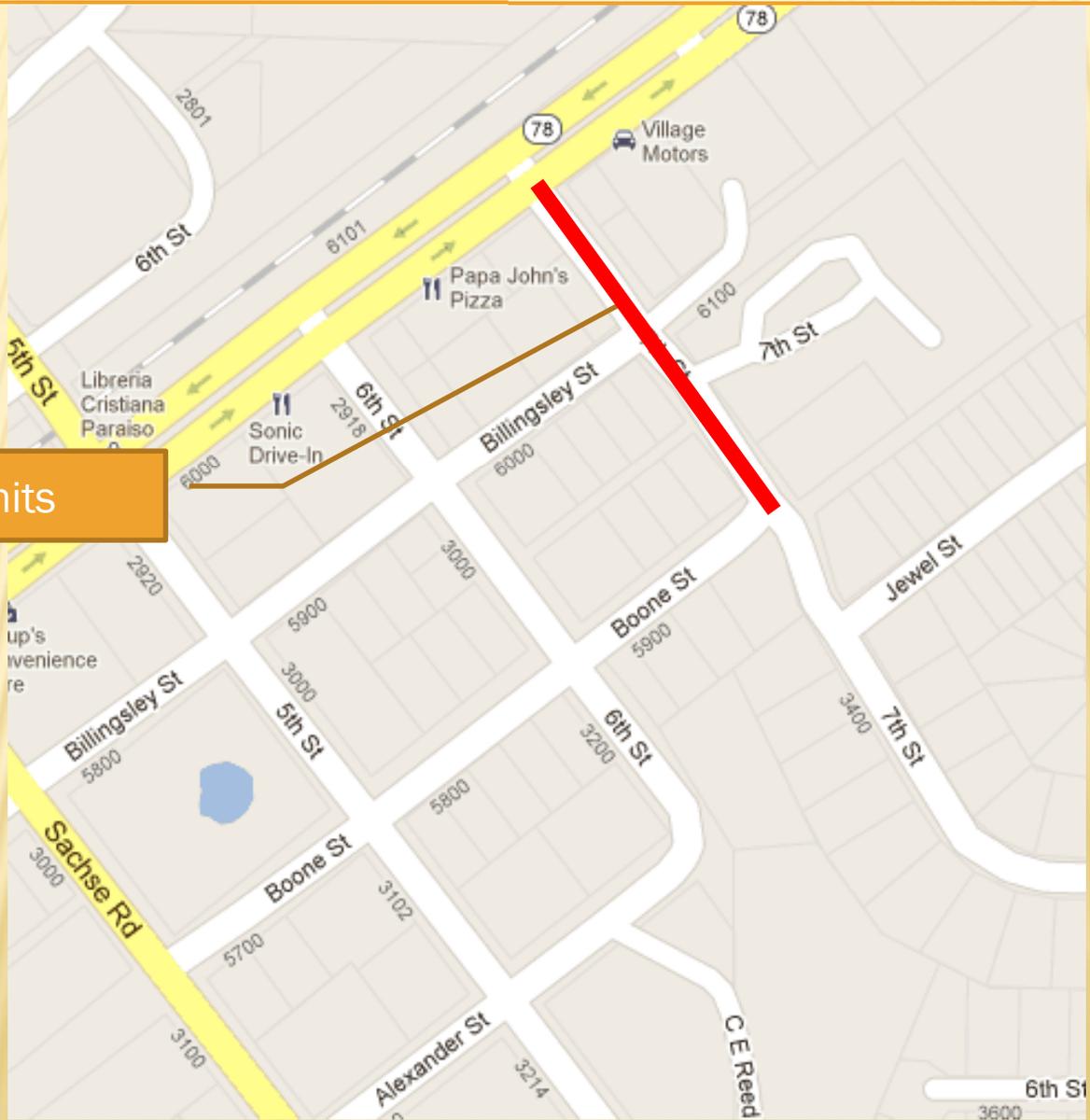
The funding for this project will be from CDBG funding in the amount of \$126,137.89. There was no hard cost for the engineering since it was done in-house by qualified staff. The low bid was determined by the contractor submitting the low bid. The low base bid was received from Reynolds Asphalt & Construction Company, Inc. in the amount of \$86,033, which is below the amount of available CDBG funds totaling \$126,137.89.

#### Staff Recommendations

Staff recommends the City Council approve a resolution of the City Council of the City of Sachse, Texas awarding the bid for the installation of paving improvements to 7<sup>th</sup> Street from State Highway 78 to Boone Street to Reynolds Asphalt & Construction Company, Inc. in the amount totaling eighty-six thousand thirty-three dollars and no cents (\$86,033), authorizing the City Manager to execute such agreement in a form approved by the City Attorney, and providing an effective date as a consent item.

# ATTACHMENT 1 – PROJECT MAP

Project limits



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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AWARDING THE BID FOR THE 7<sup>TH</sup> STREET PAVING IMPROVEMENTS FROM STATE HIGHWAY 78 TO BOONE STREET AS A COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT TO REYNOLDS ASPHALT & CONSTRUCTION COMPANY, INCORPORATED IN THE AMOUNT TOTALING EIGHTY-SIX THOUSAND THIRTY-THREE DOLLARS AND NO CENTS (\$86,033.00); AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH AGREEMENT IN A FORM APPROVED BY THE CITY ATTORNEY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, it is necessary for a contractor to furnish and install paving improvements to 7<sup>th</sup> Street from SH 78 to Boone Street; and

**WHEREAS**, the City has received 2010 Community Development Block Grant (CDBG) funding allocated by Dallas County under Grant No. B-10-UC-48-0003 in Dallas County District No. 2; and

**WHEREAS**, the City has taken sealed bids and City staff is recommending award to the lowest responsible bidder meeting specifications; and

**WHEREAS**, the City Council of the City of Sachse, Texas desires to award the contract.

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

**Section 1:** That the Bid for the installation of paving improvements to 7<sup>th</sup> Street from SH 78 to Boone Street is hereby awarded to Reynolds Asphalt & Construction Company, Inc. in the amount totaling eighty-six thousand thirty-three dollars and no cents (\$86,033.00).

**Section 2:** That the City Manager is authorized, after approval of the City Attorney, to execute a contract with Reynolds Asphalt & Construction Company, Inc. in the amount totaling eighty-six thousand thirty-three dollars and no cents (\$86,033.00).

**Section 3:** That this resolution shall take effect immediately from and upon its adoption and it is so resolved.

**RESOLVED** this 18<sup>th</sup> day of June, 2012. CITY OF SACHSE, TEXAS

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

ATTEST:

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

**BID TABULATION**  
**7th STREET ASPHALT RECONSTRUCTION**

CITY OF SACHSE, TEXAS  
Summary By: WL  
Checked By:

Date: 06/13/2012

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION / UNIT PRICE	PEACHTREE CONSTRUCTION, LTD.		REYNOLDS ASPHALT & CONSTRUCTION CO.	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	2,030	SY	Furnish all labor, materials, equipment, and supervision to remove, salvage, haul, and stockpile existing HMAc pavement to a depth of four inches (4"), leaving one inch (1") of existing HMAc in place, complete in place, the sum of:  DOLLARS CENTS \$4.50 per Square Yard	\$4.25	\$9,135.00	\$4.25	\$8,627.50
2	2,300	SY	Furnish all labor, materials, equipment, and supervision to scarify and pulverize remaining asphalt surface & existing base to a depth of six inches (6"), to provide a six inch (6") cement treated base, including mixing of remaining asphaltic materials into the roadway section, cement treating, moisture control, and compaction of the road section to a smooth and uniform grade complete in place, ready for use by the Owner, for the sum of:  DOLLARS CENTS \$5.00 per Square Yard	\$3.70	\$11,500.00	\$3.70	\$8,510.00
3	1	LS	Mobilization  DOLLARS CENTS \$7,500.00 per Lump Sum	\$2,000.00	\$7,500.00	\$2,000.00	\$2,000.00
4	37	TON	Furnish cement material for cement treatment (32 lbs/S.Y.) as directed for asphalt paving, for the sum of:  DOLLARS CENTS \$120.00 per Ton	\$110.00	\$4,440.00	\$110.00	\$4,070.00
5	340	TON	Furnish all labor, materials, supervision, and equipment necessary to place three inches (3") minimum thickness of TxDOT Type "B" Hot Mix Asphaltic Concrete (including prime and tack coats) for a complete in-place system ready for use by the Owner, for the sum of:  DOLLARS CENTS \$88.00 per Ton	\$86.00	\$29,920.00	\$86.00	\$29,240.00
6	240	TON	Furnish all labor, materials, supervision, and equipment necessary to place two inches (2") minimum thickness of TxDOT Type "C" Hot Mix Asphaltic Concrete (including prime and tack coats) for a complete in-place system ready for use by the Owner, for the sum of:  DOLLARS CENTS \$89.00 per Ton	\$91.00	\$21,360.00	\$91.00	\$21,840.00
7	1	LS	Furnish all labor, materials, supervision, and equipment necessary to implement a Traffic Control Plan according to City of Sachse and the Texas Manual on Uniform Traffic Control Devices standards, maintaining access to driveways during construction, complete in place, the sum of:  DOLLARS CENTS \$1,500.00 per Lump Sum	\$500.00	\$1,500.00	\$500.00	\$500.00
8	1	EA	Furnish all labor, materials, supervision, and equipment necessary to provide and install a project detail sign to be displayed during construction, complete in place, the sum of:  DOLLARS CENTS \$300.00 per Each	\$750.00	\$300.00	\$750.00	\$750.00
9	1	LS	Furnish all labor, materials, supervision, and equipment necessary to provide, install, maintain, and remove erosion control devices to prevent sediment migration, complete in place, for the sum of:  DOLLARS CENTS \$2,000.00 per Lump Sum	\$1,000.00	\$2,000.00	\$1,000.00	\$1,000.00
10	1,215	LF	Furnish all labor, materials, supervision, and equipment necessary to provide, install, and establish seeding on disturbed areas of vegetation. Included in this item are watering and fertilizing, complete in place and ready for use by the Owner, for the sum of:  DOLLARS CENTS \$2.00 per Linear Feet	\$2.00	\$2,430.00	\$2.00	\$2,430.00
11	1	LS	Owner's Contingency:  \$ 5,000 Dollars \$0 Cents (\$5,000) per lump sum	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
12	1,215	LF	Furnish all labor, materials, supervision, and equipment necessary to provide, install backfill along the shoulders of the HMAc pavement, complete in place, for the sum of:  DOLLARS CENTS \$3.50 per Linear Feet	\$1.70	\$4,252.50	\$1.70	\$2,065.50
					\$99,337.50		\$86,033.00

Discrepancy in Final Total

No



Legislation Details (With Text)

<b>File #:</b>	12-0923	<b>Version:</b>	1	<b>Name:</b>	exhibits policy
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	6/12/2012	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	6/18/2012	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Discuss and consider a resolution approving the Sachse Public Library Exhibit Policy.				

Executive Summary

Library Manager is requesting approval of the resolution supporting the exhibits policy which outlines the requirements for any organization wanting to display materials in the library. Exhibits function as an integral part of the library's total program of public service and are planned to direct the attention of the public to the materials, services and aims of the library. The policy states that the Library Manager has the right of refusal to any display item. The library is not responsible for any items in the exhibit and the exhibitor must provide their own insurance. If exhibit items are for sale, the prices will not be posted and there will be no purchase transactions in the library.

Sponsors:

Indexes:

Code sections:

**Attachments:** [Microsoft Word - 51SACHSE Resolution Approving Llibrary Exhibits Policy55852](#)  
[Microsoft PowerPoint - Council June 18, 2012](#)

Date	Ver.	Action By	Action	Result
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Title

Discuss and consider a resolution approving the Sachse Public Library Exhibit Policy.

*Executive Summary*

*Library Manager is requesting approval of the resolution supporting the exhibits policy which outlines the requirements for any organization wanting to display materials in the library. Exhibits function as an integral part of the library's total program of public service and are planned to direct the attention of the public to the materials, services and aims of the library. The policy states that the Library Manager has the right of refusal to any display item. The library is not responsible for any items in the exhibit and the exhibitor must provide their own insurance. If exhibit items are for sale, the prices will not be posted and there will be no purchase transactions in the library.*

Background

Library Manager is proposing the exhibits policy which is similar to policies in other metroplex libraries. The resolution will enable library staff to set requirements for groups or individuals who are interested in exhibiting materials in the Sachse Public Library.

Policy Considerations

Policy recommended by Library Advisory Board on June 11, 2012.

Budgetary Considerations

N/A

Staff Recommendations

Staff recommends approving a resolution of the City Council of the City of Sachse, Texas, approving the Sachse Public Library Exhibits Policy; and providing an effective date.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE SACHSE PUBLIC LIBRARY EXHIBITS 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 Exhibits Policy (the "Policy") that was approved by the Library Advisory Board on June 11, 2012, to provide guidelines for the exhibits displayed in the Sachse Public Library; 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

**EXHIBIT A**  
**EXHIBITS POLICY**  
**JUNE 11, 2012**  
**LIBRARY ADVISORY BOARD**

*PURPOSE*

Exhibits function as an integral part of the Library's total program of public service and are planned to direct the attention of the public to the materials, services and mission of the library.

*PLAN OF EXHIBITS*

- A. The library shall control the content and arrangement of all exhibits. The Library Manager reserves the right to reject any part of an exhibit or to change the manner of display if the items to be exhibited are contrary to the library's community responsibility.
- B. Booklists, posters, signs, brochures, publicity and all materials relative to any exhibit shall be controlled by the library.
  - 1. The library will utilize materials from its own holdings whenever possible to publicize the collections and services of the library.
  - 2. Non-solicited requests for display space from outside exhibitors shall be directed to the Library Manager, who will evaluate the requests.
  - 3. Final authority regarding the acceptance or rejection of outside exhibits for the library display rests with the Library Manager.

*CONDITIONS OF EXHIBITS*

- A. The Library will provide no insurance of exhibits. However, reasonable precautions will be taken to assure the safety of all exhibits. Locked exhibit cases will be used if available.
- B. The Library shall in no way act as agent for the sale of items from an outside exhibit.
  - 1. Purchase prices shall not be posted, nor shall they be listed in exhibit brochures.
  - 2. Inquiries from visitors to the exhibit regarding purchase prices shall be referred to the outside exhibitor or his/her official agent.
  - 3. Transactions for the purchase of exhibit items shall be directly between the purchaser and the outside exhibitor or his/her official agent. Such transactions shall not be conducted in the Library.
  - 4. The library shall receive no fees, commissions or other enumeration in connection with the sale of material from outside exhibits.
  - 5. In accordance with items 1-4 under Conditions of Exhibit B of this policy, no exhibit material, which is sold during its display in the library, may be removed from the exhibit before the end of the exhibition period, unless the Library Manager approves such removal and rearrangement of the display.
- C. Unclaimed exhibit materials may be disposed 30 days after the end of the exhibit period.

**EXHIBIT LOAN AGREEMENT FORM**

This certifies that I have read, understand, and will honor all sections of the POLICY ON EXHIBITS of the Sachse Public Library.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name *(please print)*

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Address City ZIP

\_\_\_\_\_  
Phone: Home Work/Cell

\_\_\_\_\_  
Title of Exhibit

\_\_\_\_\_  
Place of Exhibit

\_\_\_\_\_  
Dates of Exhibit

\_\_\_\_\_  
Description *(include condition of items)*

\_\_\_\_\_  
Library Manager Signature Date

# EXHIBITS POLICY

CITY COUNCIL MEETING

JUNE 18, 2012



# EXHIBITS POLICY

Exhibits function as an integral part of the Library's total program of public service and are planned to direct the attention of the public to the materials, services and aims of the library.

# Highlights of Exhibits Policy

- The library shall control the content and arrangement of all exhibits. The Library Manager has the right to refuse any exhibits.
- Booklists, posters, signs, brochures, publicity and all materials relative to any exhibit shall be controlled by the library.
- The Library will provide no insurance of exhibits.
- The Library shall in no way act as agent for the sale of items from an outside exhibit. Prices can not be placed on exhibit items.

# EXHIBITS POLICY

- Board review on June 11, 2012
- Staff recommends council approval of the resolution



Legislation Details (With Text)

**File #:** 12-0922      **Version:** 1      **Name:** Employee Benefits Broker/Consultant Contract  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 6/12/2012      **In control:** City Council  
**On agenda:** 6/18/2012      **Final action:**  
**Title:** Consider a resolution authorizing the City Manager to execute a contract with Brinson Benefits for Employee Benefits Broker/Consulting Services for the City of Sachse.

Executive Summary

In May, 2012 the City of Sachse requested proposals for Employee Benefit Advisory/Patient Advocate Services.

Sponsors:

Indexes:

Code sections:

- Attachments:** [Benefits Broker City Council Presentation](#)  
[RFP Comparision](#)  
[RFP Ranking Benefits Broker 2012](#)  
[51SACHSE Resolution Approving Brinson Benefits Inc 55855](#)  
[City of Sachse Brinson Benefits Professional Services Agreement 7 01 12](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution authorizing the City Manager to execute a contract with Brinson Benefits for Employee Benefits Broker/Consulting Services for the City of Sachse.

*Executive Summary*

*In May, 2012 the City of Sachse requested proposals for Employee Benefit Advisory/Patient Advocate Services.*

Background

As a standard practice, municipal entities such as the City of Sachse employ a Benefits Broker/Consulting Firm to perform services related to the design, bidding process and overall administration of medical, dental, vision, life, prescription, disability, wellness, patient advocacy, compliance and voluntary benefits.

Brinson Benefits has been providing Benefits Broker/Consulting services to the City of Sachse since 2003. During this time Brinson has provided responsive services to the City by working diligently to maintain competitive benefits for employees and provide successful insurance renewals.

In order to ensure the City of Sachse is receiving optimal services from Brinson Benefits at a

competitive price, staff requested proposals for Broker/Consulting services. The Request for Proposals was advertized in the Dallas Morning News, and posted on the City of Sachse Website and FindRFP.com. The City received proposals from the following companies: Brinson Benefits, IPS Advisors, Inc., McGriff, Seibels & Williams, Holmes Murphy, McQueary, Henry, Bowles, Troy (MBHT), and Galligher Benefits Services.

After reviewing the bids in detail, staff determined that Brinson Benefits had the best overall bid for Employee Benefit Consulting/Broker Services. Brinson Benefits submitted the second lowest bid price at \$30,396. The lowest bid price was \$29,274.

#### Policy Considerations

None

#### Budgetary Considerations

The 2011-2012 budget includes funds in the amount of \$31,164 for Benefits Broker/Consulting Services. The actual amount needed will be \$29,274. An increase for the 2012-2013 budget will not be needed.

#### Staff Recommendations

Staff recommends approving a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement, by and between the City of Sachse and Brinson Benefits, Inc. to provide employee benefit consulting/broker services for City employees; and providing an effective date.



**Benefits  
Broker/Consultant  
Proposals  
June 18, 2012**

# RFP Advertisements

- ▶ Advertized in the Dallas Morning News
  - (May 20<sup>th</sup> & 27<sup>th</sup>)
- ▶ Posted on City of Sachse Website
- ▶ Posted on FindRFP.com

# Requests for Proposal were sent to the following companies

- ▶ Brinson Benefits
  - ▶ Walker Benefits
  - ▶ IPS
  - ▶ Willis
  - ▶ McQueary, Henry, Bowles, Troy (MHBT)
  - ▶ McGriff, Seubels & Williams
  - ▶ Homes Murphy
  - ▶ Employee Benefit Strategies
  - ▶ Wylie Insurance Agency
  - ▶ Whitley-Penn
  - ▶ IPS Advisors, Inc.
  - ▶ Benefit Concepts
- 

# RFP Respondents

- ▶ *Brinson Benefits*
- ▶ IPS Advisors, Inc.
- ▶ McGriff, Seibels & Williams
- ▶ Holmes Murphy
- ▶ McQueary, Henry, Bowles, Troy (MHBT)
- ▶ Gallagher Benefit Services

*\*Bid Opening Held on June 4, 2012*



Name of Company	Annual Base Fee	Additional Fees	Total Fees	Contract Terms	Patient Advocate Service
<i>Brinson Benefits</i>	\$25,440	<i>Patient Advocate Services: \$4,956</i>	\$30,396	<i>2 year rate guarantee, 5% cap on 3<sup>rd</sup> year</i>	<i>In house</i>
MCQueary, Henry, Bowles, Troy (MHBT)	\$29,274	Compass Professional Health Services: \$7,140	\$29,274	2 year rate guarantee	In house with optional outsourcing
McGriff, Seibels & Williams (MSW)	\$25,000	Compass Professional Health Services: \$2,856– \$7,140	\$32,140	2 year rate guarantee	Outsourced

Name of Company	Annual Base Fee	Additional Fees	Total Fees	Contract Terms	Patient Advocate Service
Holmes Murphy	\$35,000	Compass Professional Health Services: \$6,426	\$35,000	one year	In house with optional outsourcing
IPS Advisors	\$29,750	Travel to city offices or misc. expenses/ Patient Advocate Services: \$6,426	\$36,176	2 year rate guarantee, with a 5% cap on year three	Outsourced
Gallagher Benefit Services	No Information				

# Proposal Rankings

Name of Company	Total Fees (1-5)	Contract Terms (1-3)	Patient Advocate Services (1-3)	Representative Municipal Clients (1-3)	Total Score
MCQueary, Henry, Bowles, Troy (MHBT)	5	2	2	1	10
Brinson Benefits	4	3	3	2	12
McGriff, Seibels & Williams (MSW)	3	2	1	3	9
Holmes Murphy	2	1	2	3	8
IPS Advisors	1	3	1	3	8
Gallagher Benefits Services	Not provided	Not provided	Not provided	Not provided	0

# Recommendation

## ▶ Brinson Benefits

- Proven renewal success—\$799,959 savings over 7 years
- Negotiating Power
- Patient Advocate Service—Recovered \$316,831 in claims
- 2 year contract, no fee increase
- No increase in City budget

*\*Proposed effective date: July 1, 2012*

# City of Sachse

## Renewal History/Brinson Benefits

	<b>Renewal 1st offer</b>	<b>Renewal Final offer</b>	<b>Savings to City of Sachse</b>
2006	18.98%	8.20%	\$50,140
2007	23.00%	-11.39%	\$128,301
2008	35.00%	9.77%	\$143,281
2009	18.75%	1.99%	\$124,493
2010	11.80%	6.75%	\$37,862
2011	22.39%	-3.59%	\$166,946
2012	25.00%	1.18%	\$148,936
<b>Total Savings</b>			<b>\$799,959</b>

# Patient Advocate Service

May, 2004–May, 2012

- ▶ Claims Recovery: \$316,831
- ▶ Man Hours Saved:644.94
  
- ▶ Dedicated Resources
- ▶ In-house services

City of Sachse  
Benefits Broker Proposals  
June, 2012

Name of Company	Annual Base Fee	Additional Fees	Total Fees	Contract Terms	Patient Advocate Service	Municipal Clients
<b>Brinson Benefits</b>	\$25,440	Patient Advocate Services:\$4,956	\$30,396	2 year rate guarantee, with a 5% cap on year three	In house	Coppell, Murphy, Joshua, Kennedale, Springtown, River Oaks, Grandbury, East Texas Council of Governments, Smith County, Camp County
<b>MCQueary, Henry, Bowles, Troy (MHBT)</b>	\$29,274	Compass Professional Health Services: \$7,140	\$29,274	2 year rate guarantee	In house Patient advocate service with additional options outsourced to Compass Professional Health Services for a fee.	Lubbock, Pflugerville ISD, Del Valle ISD
<b>McGriff, Seibels &amp; Williams (MSW)</b>	\$25,000	Patient Advocate Services: \$2,856-\$7140	\$32,140	2 year rate guarantee	Outsourced to Compass Professional Health Services	College Station, Denton, Desoto, Edmond, Farmers Branch, Garland, Grand Praire, Grapevine, Harlingen, Henryetta, La Pore, League City, Missouri, San Marcos, Texas City, Little Elm, Green County, Addison, Jefferson County, Collin County, DFW Airport, Richardson ISD
<b>Holmes Murphy</b>	\$35,000	Compass Professional Health Services:\$6,426	\$35,000	one year	In house Patient advocate service with additional options outsourced to Compass Professional Health Services for a fee.	Over 210 clients including Rockwall, Johnson County, Grand Prairie
<b>IPS Advisors</b>	\$29,750	Base fee does not include travel to city offices or misc. expenses/ Patient Advocate Services:\$6,426	\$36,176	2 year rate guarantee, with a 5% cap on year three	Outsourced to Compass Professional Health Services	Wichita Falls, Mesquite,Pearland, Lewisville, Allen, Cleburne, Rowlett, Lancaster, Corinth, Seabrook, Tomball, Highland Park, Live Oak, El Campo, Hewitt, Kaufman County, Melissa, Castle Hills

City of Sachse  
Benefits Broker/Consultant Proposals  
June, 2012  
Ranking Sheet

Name of Company	Total Fees	Contract Terms	Patient Advocate Services	Representative Municipal Clients	Total Score
MCQueary, Henry, Bowles, Troy (MHBT)	5	2	2	1	10
Brinson Benefits	4	3	3	2	12
McGriff, Seibels & Williams (MSW)	3	2	1	3	9
Holmes Murphy	2	1	2	3	8
IPS Advisors	1	3	1	3	8
Gallagher Benefits Services	Not provided	Not provided	Not provided	Not provided	0

<b>Total Fees:</b>	Ranked on a scale of 1-5, 5 being the highest based on the lowest cost including annual fees and the cost of Patient Advocate Services
<b>Contract Terms:</b>	Ranked on a scale of 1-3, 3 being the highest based on the duration of a rate guarantee. 1 year = 1, two years = 2, 2 years with 5% cap on the 3rd year= 3
<b>Patient Advocate Services:</b>	1= Patient Advocate Services Outsourced, 2= Patient Advocate Services offered in house on a limited basis with optional outsourcing, 3= Patient Advocate Services offered in house.
<b>Resprentative Municipal Clients:</b>	Ranked on a scale of 1-3, 3 being the highest based on the number of municipal clients the firm has. 1=less than five clients, 2= 5-15 clients, 3= 15+ clients

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT, BY AND BETWEEN THE CITY OF SACHSE AND BRINSON BENEFITS, INC., TO PROVIDE EMPLOYEE BENEFIT CONSULTING/BROKER SERVICES FOR CITY EMPLOYEES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is the responsibility of the City of Sachse to provide City employees with employee benefits; and

**WHEREAS**, the City Council for the City of Sachse desires to secure a professional to provide employee benefit consultant/broker services for City employees; and

**WHEREAS**, the City Council of the City of Sachse has been presented with a proposed Agreement between the City of Sachse and Brinson Benefits, Inc. (the "Agreement") to provide employee benefit consultant/broker services for City employees; and

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

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

**SECTION 1.** The City Manager is hereby authorized to execute the Agreement with Brinson Benefits, Inc., to provide employee benefit consultant/broker services for City employees.

**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

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Mike Felix, Mayor

ATTEST:

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Terry Smith, City Secretary

## **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is made and entered into by and between City of Sachse located in Collin County, Texas (“Client”) and Brinson Benefits, Inc., having its principal place of business in Dallas County, Texas, at 12720 Hillcrest, Suite 810-b, Dallas, Texas 75230 (“Brinson”).

**1. Purpose.** The purpose of this Agreement is to state the terms and conditions under which Brinson shall provide employee benefit consultant services to Client.

**2. Description of Services.** Brinson’s services to Client shall include, but shall not be limited to, the following:

A. Review the various Client plans’ structure, benefits, service, vendor contracts, and costs, including (i) review of current benefits and recommend potential benefit adjustments or changes; and (ii) review costs and other obligations.

B. Review proposal specifications, including (i) review and recommendation of specification adjustments for improvement of benefits for Client’s Plans to be offered; (ii) review presentation procedures for eligible participants; and (iii) assist with the selection of insurance carriers and other professional vendors that will be provided with a request for proposal.

C. Assist in the selection process by (i) responding to questions or inquiries from insurance carriers and other professional vendors during the proposal process; (ii) reviewing and comparing the proposals received to determine conformity to bid request requirements; (iii) conducting discussions and meet with those insurance carriers and other professional vendors who are competitive to achieve the best benefits, costs and contractual terms for Client; and (iv) making recommendations for the placement of coverage for insurance services and other related professional services.

D. Assist in implementation, communication and Plan management by (i) coordinating the enrollment and installation of contract(s), including employee communication and employee meetings and other necessary services to complete the enrollment and implementation of the Plans; (ii) coordinating with the insurance carrier and other professional vendors for proper administrative procedures, reporting requirements, and contacting service representatives; (iii) monitoring the performance, throughout the year, of such insurance carriers and other vendors; (iv) assisting in the resolution of claims or service issues with insurance carriers or other

related professional vendors; and (v) providing services not listed above as may be necessary or negotiated by Brinson and Client .

**3. Work with Client Staff.** In undertaking the foregoing services on behalf of Client, Brinson shall work closely with the Human Resources and/or his/her designees, including other Client Human Resources personnel and other appropriate Client personnel and officials ("Client Staff"), and perform any and all related tasks required by Client Staff in order to fulfill the purposes of this Agreement.

**4. Performance of Services.** Brinson and its employees and/or associates shall perform all the services under this Agreement and Brinson hereby agrees and represents that all of its employees and/or associates who perform services under this Agreement are and shall be fully qualified and competent to perform the services described herein.

**5. Term.** The term of this Agreement shall begin July 1, 2012 and, unless sooner terminated pursuant to paragraph number 10 below, shall continue for two years to June 30, 2014 provided, however, that either party shall give written notice of termination as provided in paragraph number 10 below, the term shall automatically continue in force and effect for consecutive one-year periods starting on July 1 of each year after June 30, 2014. Further, Brinson understands and agrees that all services, written reports, and other data are to be completed and delivered to Client by the termination date unless an extension of time is approved by Client Staff.

**6. Compensation for Services.** In consideration of the professional services to be performed by Brinson pursuant to the terms of this Agreement, Client shall pay Brinson for services rendered, as referenced in attached Exhibit A, which is incorporated by reference. Payments to Brinson shall be in the amount shown by its billings and other documentation submitted to Client. Payments are due on the 1<sup>st</sup> day of the month for that month's services. If payment is not received by the end of that same month there will be a late fee assessed in the amount of 10% on any past due amounts. Brinson reserves the right to suspend or terminate all Brinson services until full payment and applicable late fees are received. Brinson shall have the right to change its professional service fees at any time during this Agreement.

**7. Change in Scope or Focus of Services.** Client and Brinson acknowledge that Client may request, from time to time, changes in the scope or focus of the activities and services conducted or to be conducted by Brinson pursuant to this Agreement. Any such change which varies significantly from the Description of Services referenced above and which entails a significant increase in cost or expense to Brinson shall be mutually agreed on by Brinson and Client. Changes in the scope, which in the opinion of Brinson and Client Staff will or in

all likelihood will require additional funding by Client, must first be authorized in advance by Client.

**8. Brinson's Liability and Insurance Coverage.** Approval of Client shall not constitute nor be deemed a release of the responsibility and liability of Brinson, its employees, agents and/or associates for the accuracy and competency for their designs, reports, information, and other documents or services, nor shall approval be deemed to be the assumption of such responsibility by Client for any defect, error or omission in the documents prepared by Brinson, its employees, agents and/or associates.

**9. Indemnity.** Brinson shall defend, indemnify, and hold Client whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by or from any negligent act, error or omission of Brinson and/or any agent, servant, or employee of Brinson, in the execution or performance of this Agreement.

**10. Termination.** Either party may terminate this Agreement upon sixty (60) days advance written notice, it being understood and agreed that the termination date shall be effective 60 days after the written notice of termination is provided after the two year rate guarantee period. Payments for services are due within 14 days of the termination date.

**11. Additional Terms of Agreement.** The following shall be additional conditions of, and a part of, the consideration of this Agreement, to-wit:

**A. Conflict of Interest.** Brinson hereby acknowledges that no officer or employee of Brinson is financially interested, directly or indirectly, in the sale to Client of any materials, supplies or services other than the professional services referenced herein. Brinson hereby agrees that it shall not accept other employment or engage in outside activities incompatible with the proper discharge of its professional obligations, duties and responsibilities to Client, or which might impair its independent judgment in the performance of its obligations, duties and responsibilities to Client. Notwithstanding any provision herein to the contrary, Client understands that Brinson may be paid a commission or fee by an insurance carrier providing insurance coverage to Client and/or its employees. Client acknowledges and agrees that receipt of such commission and/or fees from insurance carriers does not constitute a conflict of interest for Brinson in providing services as set forth this Agreement.

**B. Nondiscrimination.** As a condition of this Agreement, Brinson covenants that it will take all necessary actions to insure that, in connection with any work undertaken pursuant to this Agreement, that it, its associates, agents and subcontractors will not discriminate in the

treatment or employment of any individual or groups of individuals on any basis prohibited by applicable law, including but not limited to race, color, religion, national origin, age, sex or physical disability, either directly, indirectly or through contractual or other arrangements. In this regard, Brinson shall keep, retain and safeguard all records relating to this Agreement or work performed hereunder for a minimum period of three (3) years from completion of services to Client, with full access allowed to authorized representatives of Client, upon request, for purposes of evaluating compliance with this and other provisions of this Agreement.

**C. Assignment.** This Agreement shall not be assigned, in whole or in part, without the prior express written consent of Client.

**D. Notices.** All notices and communications, required or permitted under this Agreement shall be personally delivered, mailed or emailed to the respective parties, postage prepaid, or delivered electronically at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing.

If intended for Client to:

City of Sachse  
Human Resources  
3815 Sachse Road, Building B  
Sachse, TX 75048

If intended for Brinson, to:

Melinda Malone  
Account Executive  
Brinson Benefits, Inc.  
12720 Hillcrest Road, Suite 810-b  
Dallas, Texas 75230

**E. Independent Contractor.** In performing services under this Agreement, Brinson is and shall be considered an independent contractor of Client. Nothing contained herein shall modify that relationship and the parties hereto specifically acknowledge that Brinson is an independent contractor of Client. Additionally, no term or provision of this Agreement shall be construed as making Brinson an agent, servant or employee of Client.

**F. Venue.** The obligations of the parties pursuant to this Agreement are performable in Dallas County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Dallas County, Texas.

**G. Applicable Laws.** This Agreement is made subject to the provisions of applicable state and federal laws. Further, this Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

**H. Mediation.** In the event of any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, the parties hereto agree to submit such controversy or claim to nonbinding mediation.

**I. Entire Agreement.** This Agreement contains the entire agreement between the parties and this Agreement supersedes any and all other agreements, whether oral or written. This Agreement may not be amended except in writing and all amendments must be approved by both Client and Brinson.

**J. Severability.** If any one or more of the provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision.

**K. Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Client warrants and represents that the individual executing this Agreement on behalf of Client has full authority to execute this Agreement and bind Client to the same. Brinson warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Brinson to same.

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

**M. Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

**N. Attorney Fees.** In the event of any dispute that results in a proceeding to construe or enforce any provisions of this Agreement, the prevailing party shall recover from the non-prevailing party reasonable attorneys' fees and other costs incurred (in addition to all other amounts and relief to which such party may be entitled to recover).

EXECUTED AND AGREED TO by the City of Sachse and Brinson Benefits, Inc. on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**ACCEPTED:**

**Brinson Benefits, Inc.**

**ACCEPTED:**

**City of Sachse**

By: \_\_\_\_\_  
Dawn Brinson, President

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Billy George, City Manager

\_\_\_\_\_  
Date

**PROFESSIONAL SERVICES AGREEMENT**

**EXHIBIT A**

<p align="center"><b>City of Sachse Professional Services</b></p>	<p align="center"><b>Benefit Plans</b></p>
<p><b>Brinson Benefits, Inc. services include:</b></p> <p>Plan Benefit/Cost Renewal Analysis            Plan Design Consultation &amp; Strategic Benefit Planning            Plan Management and Data Analysis            Vendor Negotiations            Annual Bid Process and Plan Implementations            Open Enrollment/Communication Support            Customer Service</p> <p>Purple Card – Patient Advocate Services &amp; Reporting</p>	<p><b>Brinson Benefits Monthly Service Fees effective 7/1/2012 – 6/30/2014</b></p> <p align="center"><b>Medical Dental Basic Life &amp; AD&amp;D Long Term Disability</b></p> <p><b>\$2,120 per month – paid quarterly (does not include applicable insurance premiums paid to carrier)</b></p> <p align="center"><b><u>Purple Card Services</u> \$413 per month</b></p> <p align="center"><b>3rd Year Renewal - not to exceed 5% increase Automatically renews at the end of each 12 month period beginning year 3</b></p> <p align="center"><b><u>Standard Commissions</u> Voluntary Vision Voluntary Life &amp; AD&amp;D</b></p>
<p>The following are not included in the compensation: 5500 preparation, printing, graphic design work, custom programming, contracted third-party services &amp;/or products (COBRA/HIPAA, Technology, Legal/Accounting, Wellness Services, etc.), travel outside of DFW area, and independent third party audits. Any lines of coverage or services not provided in this proposal are subject to additional fees.</p>	<p align="center"><b>Available Upon Request</b></p>



Legislation Details (With Text)

**File #:** 12-0900      **Version:** 1      **Name:** Discuss and Award Contract for Auditing Services  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 6/4/2012      **In control:** City Council  
**On agenda:** 6/18/2012      **Final action:**  
**Title:** Consider a resolution authorizing the City Manager to execute an agreement with BrooksCardiel, PLLC, to provide auditing services for the City's financial statements for the fiscal year ending September 30, 2012.

Executive Summary

The City of Sachse submitted a request for proposals for Professional Auditing Services for the audit of the fiscal year ending September 30, 2012 financial statements.

Sponsors:

Indexes:

Code sections:

- Attachments:** [Auditing Services Bid Summary \(3\).pdf](#)  
[Audit RFP Scoring.pdf](#)  
[Audit RFP Ranking.pdf](#)  
[Professional Auditing Services Proposals Presentation.pdf](#)  
[51SACHSE Resolution Approving BrooksCardiel PLLC \(Auditing Services\)55786.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution authorizing the City Manager to execute an agreement with BrooksCardiel, PLLC, to provide auditing services for the City's financial statements for the fiscal year ending September 30, 2012.

*Executive Summary*

*The City of Sachse submitted a request for proposals for Professional Auditing Services for the audit of the fiscal year ending September 30, 2012 financial statements.*

Background

City Charter Section 7.18 requires that an independent audit be performed at the close of each fiscal year by a certified public accountant. No more than five consecutive annual audits can be completed by the same firm. The independent audit firm of Rutledge, Crain & Company, P.C., completed the audit of the City 's financial statements for the period ending September 30, 2011 which was the completion of five successive years as the City Auditor.

The Finance Department issued a Request for Proposals (RFP) for independent auditors for the fiscal year ending September 30, 2012. The RFP allows for an extension of the contract for an additional four year term.

Seven proposals were received (**Proposals have been provided to the City Secretary and are available upon request**):

BKD, LLP, Dallas, Texas  
BrooksCardiel, PLLC, The Woodlands, Texas  
Conway Company CPAs, PC, Greenville, Texas  
Patillo, Brown & Hill, LLP, Waco, Texas  
Vail & Knauth, LLP, Dallas, Texas  
Weaver and Tidwell, LLP, Dallas, Texas  
WhitleyPenn, Dallas, Texas

All of the firms submitting an RFP substantially met the minimum standards and mandatory requirements as set out in the RFP such as licensing requirements, independence standards, and a record of responsible work, peer review and continuing education requirements. Issues taken into consideration in evaluating the proposals were the firms ability to meet stated deadlines, ability to complete interim and audit fieldwork in accordance with the City's schedule and completion of the final report and presentation to City Council as well as the response to reference checks. Staff also considered the proposed number of hours and the proposed annual fee.

After reviewing the proposals in detail, staff determined that BrooksCardiel, PLLC, had the best overall bid for Professional Auditing Services for the City of Sachse. BrooksCardiel submitted the second lowest bid price in the amount of \$23,975. Based on the attached score card evaluating conformance to the RFP's, number of work hours, references, and bid price, BrooksCardiel was the only firm scoring more than 17 points. Vail & Knauth, LLP, submitted the lowest bid price in the amount of \$19,500.

#### Policy Considerations

Section 7.18 of the City charter sets forth a requirement for the City Council to call for an independent audit to be made of all accounts of the City by a Certified Public Accountant. In addition it is the responsibility of the City to comply with reasonable internal controls and to make representations that the City's financial statements are presented fairly and with full disclosure of any and all financial implications.

#### Budgetary Considerations

The City will propose an amount equal to the contract amount for Auditing Services in the 2012-2013 budget in the General Fund, Utility Fund and the EDC. Currently the City has budgeted \$39,130 for auditing services. The City Council will be required to adopt a resolution to extend the contract each year.

#### Staff Recommendations

Approval of a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement, by and between the City of Sachse and BrooksCardiel, PLLC, to provide auditing services for the City's financial statements for the fiscal year ending September 30, 2012; authorizing its execution by the City Manager; and providing an

effective date.

Auditing Services RFP Summary of Bids  
May 31, 2012

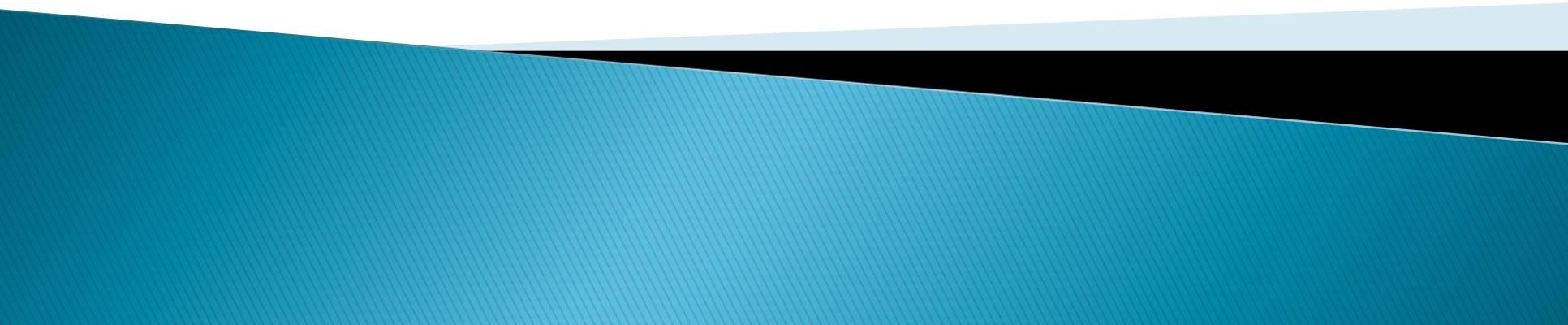
	Vail & Knauth	Brooks, Cardiel	Conway	Patillo, Brown	BKD	Weaver & Tidwell	Whitney Penn	
General Information	✓	✓	✓	✓	✓	✓	✓	NA Not Applicable
Auditing Standards	✓	✓	✓	✓	✓	✓	✓	NI Not Included
Scope								I Included
Express an opinion	✓	✓	✓	✓	✓	✓	✓	X High Bid
governmental activities	✓	✓	✓	✓	✓	✓	✓	✓ Meets Requirement
business-type activities	✓	✓	✓	✓	✓	✓	✓	@ Did Not Meet Requirement
component units	✓	✓	✓	✓	✓	✓	✓	
major funds	✓	✓	✓	✓	✓	✓	✓	
other	✓	✓	✓	✓	✓	✓	✓	
Assist with CAFR	✓	✓	✓	✓	✓	✓	✓	
In-relation-to report	✓	✓	✓	✓	✓	✓	✓	
Supplementary information	✓	✓	✓	✓	✓	✓	✓	
Component Unit	✓	✓	✓	✓	✓	✓	✓	
Financial Statements	✓	✓	✓	✓	✓	✓	✓	
Submittal to GFOA	✓	✓	✓	✓	✓	✓	✓	
Special Assistance	✓	✓	✓	✓	✓	✓	✓	
Time Requirements	✓	✓	✓	✓	✓	✓	✓	
Able to meet	✓	✓	✓	✓	✓	✓	✓	
Reports	✓	✓	✓	✓	✓	✓	✓	
CAFR	✓	✓	✓	✓	✓	✓	✓	
Introductory and Statistical Secti	✓	✓	✓	✓	✓	✓	✓	
Financial statements and schedu	✓	✓	✓	✓	✓	✓	✓	
Notes	✓	✓	✓	✓	✓	✓	✓	
Financial Section	✓	✓	✓	✓	✓	✓	✓	
General Requirements	✓	✓	✓	✓	✓	✓	✓	
3 Copies	I	I	I	I	I	I	I	
1 Unbound Original	I	I	I	I	I	I	I	
Received by Deadline	✓	✓	✓	✓	✓	✓	✓	
Correctly Marked	✓	@	-1	@	-1	✓	✓	
Delivered to Terry Smith	✓	✓	✓	✓	✓	✓	✓	
Inappropriate Inquiries	✓	✓	✓	✓	✓	✓	✓	
Submission of Proposal	✓	✓	✓	✓	✓	✓	✓	
Title Page	✓	✓	✓	✓	✓	✓	✓	
Name	I	I	I	I	I	I	I	
Address	I	I	I	I	I	I	I	
Phone number	I	I	I	I	I	I	I	
e-mail addresses	I	I	I	I	I	I	I	
Date of proposal	I	I	I	I	I	I	I	
Table of Contents	I	I	I	I	I	I	I	
Signed Transmittal Letter	I	I	I	I	I	I	I	
Statement of understanding	I	I	I	I	I	I	I	
Commitment to perform	I	I	I	I	I	I	I	
Qualification statement	I	I	I	I	I	I	I	
Irrevocable statement	I	I	I	I	I	I	I	
Dollar Cost Bid	I	I	I	I	I	I	I	
Technical Proposal	✓	✓	✓	✓	✓	✓	✓	
Demonstration of Qualifications	✓	✓	✓	✓	✓	✓	✓	
Firm	✓	✓	✓	✓	✓	✓	✓	
Staff	✓	✓	✓	✓	✓	✓	✓	
Audit approach	✓	✓	✓	✓	✓	✓	✓	
Address all points	✓	✓	✓	✓	✓	✓	✓	
Evaluation Criteria	✓	✓	✓	✓	✓	✓	✓	
Independence	I	I	I	I	I	I	I	
License to practice in Texas	I	I	I	I	I	I	I	
Firm qualifications and experince	I	I	I	I	I	I	I	
Copy of peer review	I	I	I	I	I	I	I	
Qualifications of staff	I	I	I	I	I	I	I	
List of clients	I	I	I	I	I	I	I	
Current clients identified	I	I	NI	-1	I	I	I	
Litigation statement	I	I	I	I	I	I	I	
Disciplinary action statement	I	I	I	I	I	I	I	
Joint venture statement	NA	NA	NA	NA	NA	NA	NA	
Specific Audit Approach	✓	✓	✓	✓	✓	✓	✓	
Work Plan	I	I	I	I	I	I	I	
Proposed segmentation	I	I	I	I	I	I	I	
Level of staff	I	I	I	I	I	I	I	
Number of hours	I	I	I	I	I	I	I	
Use of EDP	I	I	I	I	I	I	I	
Use of analytical procedures	I	I	I	I	I	I	I	
Approach to documentation	I	I	I	I	I	I	I	
Determination of laws	I	I	NI	-1	I	I	I	
Audit sampling	I	I	I	I	I	I	I	
Sealed Dollar Cost Bid	✓	✓	✓	✓	✓	✓	✓	
Total All-Inclusive Maximum Price	I	I	I	I	I	I	I	
Additional Criteris	✓	✓	✓	✓	✓	✓	✓	
Independent	✓	✓	✓	✓	✓	✓	✓	
Licensed in the State of Texas	✓	✓	✓	✓	✓	✓	✓	
Adequate education	✓	✓	✓	✓	✓	✓	✓	
No conflict of interest	✓	✓	✓	✓	✓	✓	✓	
Comparative Tally		0	-1	-3	0	0	0	0
References	✓	✓	✓	✓	✓	✓	✓	
Number of Negative Comments	1	-1	0	0	0	0	0	
Fee Comparison								
2012	\$ 19,500	\$ 23,975	\$ 28,000	\$ 40,000	\$ 43,000	\$ 43,000	\$ 43,500	
2013	\$ 20,300	\$ 24,694	\$ 28,840	\$ 41,200	\$ 44,200	NI	\$ 43,500	
2014	\$ 21,100	\$ 25,435	\$ 29,700	\$ 42,436	\$ 45,400	NI	\$ 44,300	
2015	\$ 22,000	\$ 26,198	\$ 30,595	\$ 43,709	\$ 46,600	NI	\$ 45,200	
2016	\$ 22,900	\$ 26,984	\$ 31,510	\$ 45,020	\$ 47,800	NI	\$ 46,000	
Single Audit	Included	7 \$ 5,000	6 \$ 2,500	5 \$ 3,500	4 \$ 5,000	3 \$ 2,500	2 \$ 5,354	1
Estimated Total Hours	195	0	289	1	370	2	375	2

RFP Criteria	Maximum points=5, Ranked on a scale of 1-5, 1 point deduction for each 2 deviations
Proposed Hours	Maximum additional points = 2, number of hours proposed <250=1 points, 251-350=2points, >351=3 points
Annual Fees	Ranked on a scale of 1 to 7, 7=lowest cost, 1=highest cost
References	Ranked on a scale of 1 to 5 with 1 point reduction for each negative reference.

Name of Company	RFP Criteria	Proposed Hours	Annual Fee	References	Total Score
BKD, LLP, Dallas, Texas	5	3	3	5	16
Brooks Cardiel, PLLC, The Woodlands, Texas	5	2	6	5	18
Conway Company CPAs, PC, Greenville, Texas	4	3	5	5	17
Patillo, Brown & Hill, LLP, Waco, Texas	5	3	4	5	17
Vail & Knauth, LLP, Dallas, Texas	5	1	7	4	17
Weaver and Tidwell, LLP, Dallas, Texas	5	2	2	4	13
WhitleyPenn, Dallas, Texas	5	2	1	4	12

# Professional Auditing Services Proposals

June 18, 2012



# Timeline

- ▶ April 23 – Issued Request for Proposals
    - (Posted on City Website)
    - Posted on FindRFP.com
  - ▶ May 6 & 13 – Advertized in Dallas Morning News
  - ▶ May 31 – Deadline for Submission
  - ▶ June 18 – Selection by City Council
  - ▶ June 22 – Execute Contract
  - ▶ August 16 – Pre-Engagement Planning
  - ▶ December 31 – Completion of Fieldwork
  - ▶ February 21 – Audit report presented to Council
- 

# Proposals Received

- ▶ BKD, LLP – Dallas, Texas
  - ▶ Brooks Cardiel, PLLC – The Woodlands, Texas
  - ▶ Conway Company, CPA's – Greenville, Texas
  - ▶ Patillo, Brown & Hill, LLP – Waco, Texas
  - ▶ Vail & Knauth, LLP – Dallas, Texas
  - ▶ Weaver and Tidwell, LLP Dallas, Texas
  - ▶ WhitleyPenn – Dallas, Texas
- 

# Ranking

Company	RFP Criteria	Proposed Hours	Annual Fee	References	Score
BKD	5	3	3	5	16
Brooks Cardiel	5	2	6	5	18
Conway Company	4	3	5	5	17
Patillo, Brow & Hill, LLP	5	3	4	5	17
Vail & Knauth, LLP	5	1	7	4	17
Weaver and Tidwell, LLP	5	2	2	4	13
WhitleyPenn	5	2	1	4	12

# Proposed Fees

	Brooks, Cardiel	Vail & Knauth	Conway	Patillo, Brown	BKD	Weaver & Tidwell	Whitley/ Penn
	18 pts	17 pts	17 pts	17 pts	16 pts	13 pts	12 pts
2012	\$23,975	\$19,500	\$28,000	\$40,000	\$43,000	\$ 43,000	\$43,500
2013	\$24,694	\$20,300	\$28,840	\$41,200	\$44,200	NI	\$43,500
2014	\$25,435	\$21,100	\$29,700	\$42,436	\$45,400	NI	\$44,300
2015	\$26,198	\$22,000	\$30,595	\$43,709	\$46,600	NI	\$45,200
2016	\$26,984	\$22,900	\$31,510	\$45,020	\$47,800	NI	\$46,000
Single Audit	\$ 5,000	Included	\$ 2,500	\$ 3,500	\$ 5,000	\$ 2,500	\$ 5,354

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT, BY AND BETWEEN THE CITY OF SACHSE AND BROOKSCARDIEL, PLLC, TO PROVIDE AUDITING SERVICES FOR THE CITY'S FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2012; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the City Council of the City of Sachse has been presented with a proposed Agreement between the City of Sachse and BrooksCardiel, PLLC (the "Agreement") to provide auditing services for the City's financial statements for the fiscal year ending September 30, 2012; and

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

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

**SECTION 1.** The City Manager is hereby authorized to execute the Agreement, attached hereto as Exhibit "A," with BrooksCardiel, PLLC to provide auditing services for the City's financial statements for the fiscal year ending September 30, 2012.

**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

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Mike Felix, Mayor

ATTEST:

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Terry Smith, City Secretary

**EXHIBIT "A"**  
**AGREEMENT**