



Sachse, Texas

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

Meeting Agenda City Council

Monday, December 1, 2014

7:30 PM

Council Chambers

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

The City Council of the City of Sachse will hold a Regular Meeting on Monday, December 1, 2014, at 7:30 p.m. in the Council Chambers at the Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas to consider the following items of business:

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

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

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

1. CONSENT AGENDA.

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

[14-2557](#) Consider approval of the minutes of the November 17, 2014, regular meeting.

Executive Summary

Minutes from the recent Council meeting.

Attachments: [Minutes.November 17, 2014.pdf](#)

[14-2123](#) Consider a resolution of the City Council of the City of Sachse, Texas, approving the Interlocal Agreement between the City and Collin County concerning improvements to Ranch Road from Harlan to Clearmeadow and from Dewitt Road to Sachse Fire Station #2 -- 2007 Bond Project #07-087.

Executive Summary

The completion of Ranch Road from Dewitt Road to Clearmeadow Lane has been planned for the City of Sachse. This project will

complete Ranch Road as a four lane divided roadway from Dewitt Road to Clearmeadow Lane, and improve mobility in the City of Sachse. 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 and the City of Sachse.

Attachments: [Exhibit A Project Map PDF](#)
[Exhibit B Interlocal Agreement with Collin County PDF](#)
[Resolution Approving Interlocal with Collin County PDF](#)

[14-2563](#) Consider receiving the Monthly Revenue and Expenditure Report for the period ending October 31, 2014.

Executive Summary

The Finance Department will prepare a report each month to update the City Council regarding revenues and expenditures for the City. The attached reports are for the month ended October 31, 2014.

Attachments: [GF 10-31-14.pdf](#)
[UF 10-31-14.pdf](#)
[DS 10-31-14.pdf](#)
[SEDC 10-31-14.pdf](#)
[Sales Tax Analysis.pdf](#)

[14-2570](#) Consider a resolution of the City Council of the City of Sachse, Texas, approving the Supplemental Road & Bridge Interlocal Agreement between the City and Dallas County for roadway striping within the jurisdictional limits of the City of Sachse.

Executive Summary

This proposed supplement to the Master Interlocal Agreement between the City of Sachse and Dallas County is for striping projects that do not exceed \$5,000.00 and will be initiated by a work order from the City to the County outlining the specific scope of the striping project. Projects that exceed \$5,000.00 will require a separate Project Specific Agreement as has been required in the past.

Attachments: [Striping Resolution.pdf](#)
[Striping ILA.pdf](#)
[Striping Transmittal Letter.pdf](#)

[14-2555](#) Consider a resolution of the City Council of the City of Sachse, Texas, authorizing the purchase of a one-ton Ford F350 extended cab pickup truck for the Parks and Recreation Department through

the Houston-Galveston Area Council of Governments HGACBuy Cooperative Purchasing Program in the amount not to exceed \$25,936.28.

Executive Summary

Resolution providing for authorization to purchase a one-ton truck.

Attachments: [FordF350Quote](#)

[RESOLUTIONpurchasetruck2014](#)

[14-2571](#)

Consider an ordinance of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 9, "Traffic Regulations" by amending Section 9-6, "Parking", to provide for no parking areas.

Executive Summary

The proposed ordinance will amend Section 9-6 of the Code of Ordinances to add two additional no parking zones to the ordinance. The proposed new "No Parking" zones are:

Ridgebluff Lane from Ranch Road to the alley between Ranch Road and Paddock Trail; and Clearmeadow Lane from Ranch Road to the alley between Ranch Road and Meadowview Lane.

Attachments: [No Parking Ordinance - Presentation PDF](#)

[Sachse Ordinance for No Parking on Ridgebluff and Clearmeadow PDF](#)

[14-2573](#)

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Letter of Agreement, by and between the City of Sachse and the City of Rowlett for the cities' Fire Rescue Departments to work collaboratively on a regional application under the FY 2014 Assistance to Firefighters Grant ("AFG") Program to assist in funding the purchase of a shared P25 radio system.

Executive Summary

The Cities of Sachse and Rowlett are considering a joint application for an Assistance to Firefighters Grant for the purchase of P25 radios. Under a current federal mandate, both cities must transition to digital radios in 2016. The grant, if awarded to Sachse and Rowlett, would decrease the direct costs to the cities.

Attachments: [Rowlett Letter Agreement Resolution.pdf](#)

[Rowlett Letter.pdf](#)

[14-2562](#)

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement between the City of Sachse and Securadyne Systems, contracting

through the BuyBoard Purchasing Cooperative in an amount not to exceed \$73,000, for the purchase and installation of security equipment for the Municipal Campus.

Executive Summary

Resolution providing for the authorization for the City of Sachse to enter into an agreement with Securadyne Systems and authorizing the City Manager to execute the Agreement on behalf of the City of Sachse, Texas.

Attachments: [Security Resolution.pdf](#)
[Securadyn Agreement.pdf](#)
[Securadyn Scope of Work.pdf](#)

- [14-2567](#) Consider the appointment of Marcia L. Harris-Daniel to the State Highway 78 Plan Advisory Committee.

Executive Summary

The Advisory Committee members will consist of members from City Council, Planning and Zoning Commission and Economic Development Corporation. The Committee will serve to guide the direction of the Plan.

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. Time limit is 3 minutes per speaker.

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

4. **REGULAR AGENDA ITEMS.**

- [14-2558](#) Administer Oath of Office to newly appointed Board and Commission members.

Executive Summary

Mayor Felix will administer the Oath of Office to the new Board members appointed at the last meeting.

Attachments: [Sample Oath.pdf](#)

- [14-2568](#) Conduct a public hearing and consider an Ordinance of the City of

Sachse, Texas, amending Figure 3-3 Future Land Use Plan of the Sachse Comprehensive Plan; amending Table 3-2 Future Land Use Plan Acreage of the Sachse Comprehensive Plan.

Executive Summary

The applicant is requesting a change in the Future Land Use Plan designation for the property from Commercial/ Retail to Industrial. The impetus for the requested change is that the Future Land Use designation is not consistent with the proposed zoning designation that is part of a companion zoning request. Since the Zoning designation must be consistent with the Future Land Use designation, the Future Land Use change must be considered prior to the Zoning change.

Attachments: [CD - STAPLES STORAGE FLUM CC -Presentation.pdf](#)
[CD - STAPLES STORAGE FLUM CC - ATTACHMENT 1.pdf](#)
[CD - STAPLES STORAGE FLUM CC-ATTACHMENT 2.pdf](#)
[CD - STAPLES STROAGE FLUM CC - ATTACHMENT 3.pdf](#)
[CD - STAPLES STROAGE FLUM CC - ATTACHMENT 4.pdf](#)
[CD - STAPLES STROAGE FLUM CC - ATTACHMENT 5.pdf](#)
[CD -STAPLES STORAGE ZONING ATTACHMENT 7.pdf](#)
[CD -Staples Storage FLUM CC -Draft Ord](#)
[CD -Staples Storage FLUM CC -Draft Ord EX A.pdf](#)
[CD -Staples Storage FLUM CC -Draft Ord EX C.pdf](#)
[CD -Staples Storage FLUM CC -Draft Ord EX D.pdf](#)

[14-2569](#)

Conduct a public hearing and consider 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 a General Commercial District (C-2) to a Restricted Manufacturing / Warehousing District (I-1) with a Special Use Permit on an approximately .90 acre tract of land, more particularly described in Exhibit "A" and located along the south side of State Highway 78, just west of Third Street, City of Sachse, Dallas County, Texas; providing for the approval of the Zoning Concept Plan attached as Exhibit "B".

Executive Summary

The applicant is requesting to rezone the subject property from its existing General Commercial zoning district to a Restricted

Manufacturing and Warehousing zoning district with a Special Use Permit.

Attachments: [CD -STAPLES STORAGE ZONING PRESENTATION](#)
[CD -STAPLES STORAGE ZONING ATTACHMENT 1.pdf](#)
[CD - STAPLES STORAGE ZONING ATTACHMENT 2.pdf](#)
[CD - STAPLES STORAGE ZONING.SURVEY. ATTACHMENT .pdf3](#)
[CD - STAPLES STORAGE ZONING.FLUM MAP. ATTACHMENT 4.pdf](#)
[CD - STAPLES STORAGE ZONING.CONCEPT PLAN. ATTACHMENT 5.pdf](#)
[CD - STAPLES STORAGE ZONING. LETTER . ATTACHMENT 6.pdf](#)
[CD -STAPLES STORAGE ZONING ATTACHMENT 7.pdf](#)
[CD -Staples Storage Zoning CC -Draft Ord.pdf](#)
[CD -Staples Storage Zoning CC -Draft Ord EX A.pdf](#)
[CD -Staples Storage Zoning CC -Draft Ord EX B.pdf](#)

[14-2564](#)

Discuss and Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Memorandum of Understanding, by and between the City of Sachse and Friends of Sachse Parks and Recreation (“Friends”) to provide support to the City’s Parks and Recreation Department.

Executive Summary

This Memorandum of Understanding (“MOU”) is made by and between the City of Sachse, Texas and Friends of Sachse Parks and Recreation. The Friends of Sachse Parks and Recreation purpose is to support the City of Sachse Parks and Recreation Department in providing programs and facilities to promote the social, cultural and recreational well-being of all residents of the City of Sachse. The MOU clearly identifies both the Friends group and the City of Sachse agreement upon roles and responsibilities each organization or agency will be providing to ensure program and project success.

Attachments: [51SACHSE Resolution Approving MOU Friends of Parks.pdf](#)
[Draft Friends MOU.pdf](#)
[Presentation Friends MOU.pdf](#)

[14-2566](#)

Discuss a draft traffic calming document for the City of Sachse.

Executive Summary

Traffic calming is a community-based initiative, and is not bound by any state or federal requirements or policies. Therefore, each community may determine what guidelines and/or policies are best

for their citizens. In previous discussions with the City Council, staff presented various options for inclusion in a traffic calming document. The Council requested that City staff return with a draft document for discussion and review, with the purpose of creating a document for Citizens to utilize in the request of a traffic calming device. The purpose of this discussion item is to review and discuss a draft traffic calming document for the City of Sachse.

Attachments: [DRAFT Sachse Citizens Traffic Calming Handbook PDF](#)
[Traffic Calming Presentation PDF](#)

5. ADJOURNMENT.

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

The City of Sachse reserves the right to reconvene, recess or realign the regular session or called Executive Session or order of business at any time prior to adjournment. Note: The Sachse City Council reserves the right to convene into Executive Session pursuant to the Texas Government Code, 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: November 25, 2014; 5:00 p.m.
Terry Smith, City Secretary _____.

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



Legislation Details (With Text)

File #: 14-2557 **Version:** 1 **Name:** Consider approval of the minutes of the most recent Council meeting.

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

File created: 11/19/2014 **In control:** City Council

On agenda: 12/1/2014 **Final action:**

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

Executive Summary
Minutes from the recent Council meeting.

Sponsors:

Indexes:

Code sections:

Attachments: [Minutes.November 17, 2014.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

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

Executive Summary

Minutes from the recent Council meeting.

Background

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

Policy Considerations

Not applicable.

Budgetary Considerations

Not applicable.

Staff Recommendations

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

**REGULAR MEETING
OF THE
CITY COUNCIL OF THE CITY OF SACHSE
NOVEMBER 17, 2014**

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

Mayor Mike Felix
Mayor Pro Tem Jeff Bickerstaff
Councilman Charles Ross
Councilman Brett Franks
Councilman Paul Watkins
Councilman Cullen King
Councilman Bill Adams

and all were present.

Staff present: City Manager Billy George, City Secretary Terry Smith, Executive Assistant Michelle Sirianni, Community Development Director Dan McGinn, Police Chief Dennis Veach, Human Resources Manager Stacy Buckley, Parks and Recreation Director Lance Whitworth, Library Manager Mignon Morse, City Engineer Greg Peters, Public Works Director Joe Crase, Fire Chief Rick Coleman, and Finance Director Teresa Savage.

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

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

1. Consent Agenda:

Councilman King moved to approve the Consent Agenda consisting of: 14-2532 Consider approval of the minutes of the November 3, 2014, regular Meeting; 14-2540 Resolution No. 3627 of the City Council of the City of Sachse, Texas, adopting a policy setting forth the regulations for the rental of indoor city facilities; 14-2493 14-2540 Resolution No. 3628 of the City Council of the City of Sachse, Texas, amending the master fee schedule adopted by Resolution No. 3433 by amending facility use fees to include a deposit for use of AV cables; 14-2551 Consider canceling the December 15, 2014 City Council Workshop and Meeting and 14-2528 Resolution No. 3629 of the City Council of the City of Sachse, Texas, authorizing the purchase of two (2) 2015 Ford Interceptor Utility police package vehicles from Sam Packs Five Star Ford through the Texas Multiple Schedule Contract Program ("TXMAS") in the amount not to exceed forty nine thousand two hundred and ninety three (\$49,293) for the City of Sachse Police Department; and providing for an effective date. The motion was seconded by Councilman Ross and carried unanimously.

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

14-2552 Recognize Alex Liehr for completing his Eagle Scout project for the City of Sachse.

Mayor Pro Tem Bickerstaff reviewed the following Library events: On 11/18 at 6:30 pm. the Writers Group meets; on 11/19 at 4:30 p.m. is the Mary Poppins movie; on 11/20 at 11:00 a.m. is the pre-school story time; 11/24 is the Wizard of Oz movie; and on 11/25 is the Masters of the Universe movie.

Councilman King stated that Thanksgiving morning is the Turkey Trot fundraiser at Sachse High School. There is a 1 mile fun run and 5K run; on 11/22 is the Sachse High School Craft Fair.

Councilman Franks stated last Saturday were Veterans events at the Sachse Historical Society Museum. He also noted Daddy/Daughter Dance is December 5th from 7:00 p.m. until 9:00 p.m. at the Senior Center.

Mayor Felix noted the following events: December 4th is the Christmas Tree Lighting Ceremony at City Hall; December 6th is Pancakes with Santa from 8:00 a.m. until 11:00 a.m. at Fire Station No. 1; December 13th is the Christmas Parade at 9:30 a.m. and at 10:00 a.m. is Cookies with Santa at City Hall; and December 17th at 10:00 a.m. is the Yuletide Potluck at the Senior Center.

3. Citizen Input: No comments were made.

4. Regular Agenda Items:

14-2536 Administer Oath of Office to newly appointed Board and Commission members:

Mayor Felix administered the Oath of Office to Board and Commission members.

14-2534 Consider appointments to Boards and Commissions:

Following discussion, Councilman King moved to appoint Jeremy Staab, full member on the Board of Adjustments, Michelle Howarth as alternate and Debbie Stout on the Animal Shelter Advisory Committee. The motion was seconded by Councilman Watkins and carried unanimously.

Councilman Adams made a motion to move up 14-2554 next on the agenda. The motion was seconded by Councilman Ross and carried unanimously.

14-2554 The City Council shall convene into Executive Session pursuant to the TEXAS GOVERNMENT CODE, Section §551.071 (Consultation with Attorney) to seek legal advice and to deliberate on contract modifications to the existing development agreement between the City of Sachse, Texas and Jackson Meadows Partners, LP affecting the Jackson Hills subdivision in the City of Sachse, Texas:

Consider any action necessary as a result of executive session:

At 8:08 p.m. Councilman Adams moved to recess to Executive Session. The motion was seconded by Councilman Ross and carried unanimously.

At 8:41 p.m. Mayor Pro Tem Bickerstaff moved to return to open session. The motion was seconded by Councilman Ross and carried unanimously.

Mayor Felix stated no action was necessary.

14-2537 Discuss and consider banner options for State Highway 78:

Following discussion, Mayor Pro Tem Bickerstaff moved to approve the spacing on every 3rd pole; City banner, Option B; Holiday banner, Option C; red, white and blue blast banner, Option B, with the date July 3rd; and the fall banner for Chamber of Commerce funding. The motion was seconded by Councilman Adams and carried unanimously.

14-2535 Conduct Executive Session pursuant to the provisions of the Texas Government Code Section 551.074: To discuss the annual evaluation of the City Secretary:

Consider any action necessary as a result of Executive Session:

At 9:17 p.m. Councilman Ross moved to recess to Executive Session. The motion was seconded by Councilman Watkins and carried unanimously.

At 10:34 p.m. Councilman King moved to return to open session. The motion was seconded by Councilman Ross and carried unanimously.

Councilman King moved to increase the base salary of the City Secretary by 3%. The motion was seconded by Councilman Franks and carried unanimously.

5. Adjournment:

There being no further business, Councilman Adams moved to adjourn. The motion was seconded by Councilman Ross and carried unanimously. The meeting adjourned at 10:35 p.m.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR



Legislation Details (With Text)

File #: 14-2123 **Version:** 1 **Name:** Collin County ILA for Ranch Road Construction
Type: Agenda Item **Status:** Agenda Ready
File created: 4/1/2014 **In control:** City Council
On agenda: 12/1/2014 **Final action:**
Title: Consider a resolution of the City Council of the City of Sachse, Texas, approving the Interlocal Agreement between the City and Collin County concerning improvements to Ranch Road from Harlan to Clearmeadow and from Dewitt Road to Sachse Fire Station #2 -- 2007 Bond Project #07-087.

Executive Summary

The completion of Ranch Road from Dewitt Road to Clearmeadow Lane has been planned for the City of Sachse. This project will complete Ranch Road as a four lane divided roadway from Dewitt Road to Clearmeadow Lane, and improve mobility in the City of Sachse. 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 and the City of Sachse.

Sponsors:

Indexes:

Code sections:

Attachments: [Exhibit A Project Map PDF](#)
[Exhibit B Interlocal Agreement with Collin County PDF](#)
[Resolution Approving Interlocal with Collin County PDF](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving the Interlocal Agreement between the City and Collin County concerning improvements to Ranch Road from Harlan to Clearmeadow and from Dewitt Road to Sachse Fire Station #2 -- 2007 Bond Project #07-087.

Executive Summary

The completion of Ranch Road from Dewitt Road to Clearmeadow Lane has been planned for the City of Sachse. This project will complete Ranch Road as a four lane divided roadway from Dewitt Road to Clearmeadow Lane, and improve mobility in the City of Sachse. 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 and the City of Sachse.

Background

Ranch Road currently exists as a mix of a four lane divided roadway and a two lane roadway from Dewitt Road to Clearmeadow Lane (see Exhibit A Project Map). The completion of the unbuilt lanes of Ranch Road from Dewitt Road to Clearmeadow Lane is shown on the Master Thoroughfare Plans for the City of Sachse.

The completion of Ranch Road will improve mobility for the residents of Sachse located in Collin County to travel to and from homes, schools, and local businesses. The project is listed in the City of Sachse Capital Improvements Plan. Collin County has approved funding in the amount \$480,000.00 using discretionary bond funds for the completion of Ranch Road.

The section of Ranch Road from Dewitt Road to the east side of Fire Station #2 was constructed with the development of Phase 17 of Woodbridge, and was completed earlier this year. The City Council approved a facilities agreement with the Developer that included this project at the November 3, 2014 City Council Meeting.

The remaining section of Ranch Road to be constructed is from from Harlan Drive to Clearmeadow Lane. An engineering consultant is currently working on the completion of the construction documents for the project. In addition, the City is working with the adjacent property owners to obtain the necessary right-of-way for the project.

Policy Considerations

The City of Sachse took the lead to draft an Interlocal Agreement (ILA) between Collin County and the City of Sachse which defines the funding responsibility of each partner along with the roles and responsibilities of each partner (see attached Exhibit B). The ILA has been reviewed by the staff and legal team of the City of Sachse and Collin County.

The project is planned to be constructed following the completion of construction documents, obtaining the necessary public right-of-way, and completing a publicly advertised bid process for the construction of the project.

Budgetary Considerations

The cost of the completion of Ranch Road from Dewitt Road to Clearmeadow Lane is estimated to be \$960,000.00. The City of Sachse is responsible for providing one half of the project funding. Therefore, the City of Sachse will provide funding in the amount of \$480,000.00 for the project through Roadway Impact Fees as shown in the City of Sachse 2013-2014 Capital Improvements Plan. Collin County is responsible for providing one half of the project funding, in the amount of \$480,000.00 through dicretionary bond funds.

Staff Recommendations

Staff recommends the City Council approve a resolution of the City Council of the City of Sachse, Texas, approving the Interlocal Agreement between the City and Collin County concerning improvements to Ranch Road from Harlan to Clearmeadow and from Dewitt Road to Sachse Fire Station #2 -- 2007 Bond Project #07-087, as a Consent Agenda Item.

Ranch Road Project Map



Legend

 Project Limits

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF SACHSE
CONCERNING THE IMPROVEMENTS TO RANCH ROAD
FROM HARLAN TO CLAEARMEADOW AND FROM DEWITT RD. TO SACHSE
FIRE STATION #2
2007 BOND PROJECT # 07-087**

WHEREAS, the County of Collin, Texas (“County”) and the City of Sachse, Texas (“City”) desire to enter into an agreement concerning the construction of improvements to Ranch Road (the “Project”) in 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, the City and County 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 and the City upon and for the mutual consideration stated herein.

WITNESSETH:

ARTICLE I.

The City shall arrange to construct improvements to Ranch Road from Harlan to Clearmeadow and from Dewitt Road to the southwest corner of Sachse Fire Station #2, hereinafter called the “Project”. The Construction improvements include: construction of two lanes of concrete roadway in two locations, including sidewalks and storm drainage improvements, to complete Ranch Road as a 4-lane divided minor arterial roadway. All 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 City.

ARTICLE II.

The City shall prepare plans and specifications for the improvements, accept bids and award a contract to construct the improvements and administer the construction contract. In all such activities, the City shall comply with all state statutory requirements. The City shall provide the County with a copy of the executed construction contract(s) for the Project.

ARTICLE III.

The City shall also acquire approximately 1.0 acres of real property in the vicinity of the improvements for use as right-of-way.

ARTICLE IV.

The City estimates the total actual cost of the project to be \$960,000. The County agrees to fund one half of the total cost to construct the improvements in an amount not to exceed \$480,000. The County shall remit 50 percent of this amount \$240,000 to the City within thirty (30) days after the City issues a Notice to proceed to the lowest responsible bidder and the City requests payment or upon the availability of bond funds for this Project, whichever occurs later. The County will remit the remaining 50 percent within thirty (30) days after receipt of notice from the City that the Project is 50 percent complete. Following completion of the Project, the City shall provide 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 City shall remit the County 50 percent 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 "total cost of the Project" shall include land acquisition, engineering, construction, inspection, testing, street lighting, and construction administration costs including contingencies.

ARTICLE V.

The County's participation in the Project shall not exceed \$480,000.

ARTICLE VI.

The City 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.

The City and County agree that the party paying for the performance of governmental functions or services 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 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, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this agreement without the written consent of the other party.

ARTICLE XIII.

IMMUNITY. It is expressly understood and agreed that, in the execution of this agreement, neither party waives, 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 both parties and shall continue in effect annually until final acceptance of the Project. This agreement shall automatically renew annually during this period.

(signature page to follow)

APPROVED AS TO FORM:

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

COUNTY OF COLLIN, TEXAS

By: _____
Name: Keith Self
Title: County Judge
Date: _____
Executed on this _____ day of _____,
201_, by the County of Collin,
pursuant to Commissioners' Court
Order No. _____.

ATTEST:

By: _____
Name: Terry Smith
Title: City Secretary
Date: _____

CITY OF SACHSE, TEXAS

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

APPROVED AS TO FORM:

By: _____
Name: _____
Title: City Attorney
Date: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY AND COLLIN COUNTY CONCERNING IMPROVEMENTS TO RANCH ROAD FROM HARLAN TO CLEARMEADOW AND FROM DEWITT ROAD TO SACHSE FIRE STATION #2 -- 2007 BOND PROJECT #07-087; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the responsibility of the City of Sachse to provide its citizens with safe highways and roadways; and

WHEREAS, Chapter 791 of the Texas Government Code (“Interlocal Cooperation Act”) and Chapter 251 of the Texas Transportation Code (“General County Authority Relating to Roads and Bridges”) provide authorization for local governments to contract amongst themselves for the performance of governmental functions; and

WHEREAS, the City Council of the City of Sachse, Texas, has been presented a proposed Interlocal Agreement between Collin County and the City of Sachse Concerning Improvements to Ranch Road from Harlan to Clearmeadow and from Dewitt Road to Sachse Fire Station #2 – 2007 Bond Project #07-087 (the “Agreement”) for the City to arrange for improvements to Ranch Road from Harlan to Clearmeadow and from Dewitt Road to the southwest corner of Sachse Fire Station #2 (the “Project”); and

WHEREAS, Collin County has agreed to fund one-half of the total Project in an amount not to exceed \$480,000;

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

SECTION 1. That the City Manager is hereby authorized to execute the Agreement, attached hereto as Exhibit “A,” with Collin County for the Project which Collin County has agreed to fund one-half of the total cost of the Project not to exceed \$480,000.

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

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

APPROVED:

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

)

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



Legislation Details (With Text)

File #:	14-2563	Version:	1	Name:	Monthly Revenue and Expenditure Report for October 2014
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	11/20/2014	In control:		In control:	City Council
On agenda:	12/1/2014	Final action:		Final action:	

Title: Consider receiving the Monthly Revenue and Expenditure Report for the period ending October 31, 2014.

Executive Summary

The Finance Department will prepare a report each month to update the City Council regarding revenues and expenditures for the City. The attached reports are for the month ended October 31, 2014.

Sponsors:

Indexes:

Code sections:

- Attachments:**
- [GF 10-31-14.pdf](#)
 - [UF 10-31-14.pdf](#)
 - [DS 10-31-14.pdf](#)
 - [SEDC 10-31-14.pdf](#)
 - [Sales Tax Analysis.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider receiving the Monthly Revenue and Expenditure Report for the period ending October 31, 2014.

Executive Summary

The Finance Department will prepare a report each month to update the City Council regarding revenues and expenditures for the City. The attached reports are for the month ended October 31, 2014.

Background

Included in the report are unaudited summaries for the General Fund, Utility Fund, Debt Service Fund, and Sachse Economic Development Corporation, for the period ended October 31, 2014. The FY 2015 monthly reports will also include an analysis of sales tax receipts compared to the prior year.

Policy Considerations

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

Budgetary Considerations

N/A

Staff Recommendations

Staff recommends that the City Council receive the Monthly Revenue and Expenditure Report for the period ending October 31, 2014 as a Consent Agenda item.

City of Sachse
 Monthly Revenue and Expenditure Report
 October 31, 2014
 (Unaudited)

GENERAL FUND

	8% of Year Completed				
	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 8%
Revenue Summary					
Property Tax	\$ 7,700,541	\$ 207,998	\$ 207,998	2.70%	A
Sales Tax	1,184,444	90,032	90,032	7.60%	
Franchise Fees	1,486,816	186,335	186,335	12.53%	
Licenses and Permits	527,220	60,914	60,914	11.55%	
Service Fees	614,027	58,513	58,513	9.53%	
Fines	250,000	16,940	16,940	6.78%	
Interest Income	5,000	-	-	0.00%	
Miscellaneous Income	154,613	4,340	4,340	2.81%	
Intergovernmental Revenue	899,864	74,989	74,989	8.33%	
Total Revenue	\$ 12,822,525	\$ 700,060	\$ 700,061	5.46%	
Expenditure Summary					
City Manager	\$ 345,708	\$ 25,039	\$ 25,039	7.24%	
City Secretary	169,012	15,582	15,582	9.22%	
Human Resources	292,304	13,681	13,681	4.68%	
Finance	552,435	34,442	34,442	6.23%	
Municipal Court	185,400	6,339	6,339	3.42%	
Parks & Recreation	899,087	48,543	48,543	5.40%	
Senior Programs	115,061	7,703	7,703	6.69%	
Library Services	327,083	27,510	27,510	8.41%	
Community Development	677,969	49,904	49,904	7.36%	
Streets & Drainage	1,057,273	65,691	65,691	6.21%	
Facility Maintenance	389,947	24,612	24,612	6.31%	
Police	3,808,914	318,884	318,884	8.37%	
Animal Control	177,431	14,884	14,884	8.39%	
Fire/EMS	2,869,257	209,413	209,413	7.30%	
Combined Services	561,690	228,480	228,480	40.68%	B
City Engineer	290,568	20,062	20,062	6.90%	
Total Expenditures	\$ 12,719,139	\$ 1,110,769	\$ 1,110,769	8.73%	
Total Revenue Over/Under Expenses	\$ 103,386	\$ (410,709)	\$ (410,708)		

Explanation of Major Variances:

- A** Property Tax receipts peak in December and January
- B** Total annual property and liability premium paid in October

City of Sachse
 Monthly Revenue and Expenditure Report
 October 31, 2014
 (Unaudited)

UTILITY FUND

8% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 8%
Revenue Summary					
Water Revenue	\$ 4,135,178	\$ 426,738	\$ 426,738	10.32%	
Sewer Revenue	3,712,681	294,553	294,553	7.93%	
Fees	168,200	15,630	15,630	9.29%	
Interest Income	2,000	-	-	0.00%	
Miscellaneous Income	-	-	-		
Total Revenue	\$ 8,018,059	\$ 736,921	\$ 736,921	9.19%	
Expenditure Summary					
Utility Administration	\$ 262,207	\$ 22,554	\$ 22,554	8.60%	
Water Operations	4,252,457	330,503	330,503	7.77%	
Sewer Operations	3,061,482	218,983	218,983	7.15%	
Meter Reading	217,977	8,836	8,836	4.05%	
Total Expenditures	\$ 7,794,123	\$ 580,876	\$ 580,876	7.45%	
Total Revenue Over/Under Expenses	\$ 223,936	\$ 156,045	\$ 156,045		

Explanation of Major Variances:

Monthly Revenue and Expenditure Report
 October 31, 2014
 (Unaudited)

Debt Service Fund

	Annual Budget	Current Month Actual	Actual YTD	8% of Year Completed YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Property Tax	\$ 2,964,058	\$ 78,862	\$ 78,862	2.66%	
Interest Income	1,500			0.00%	
Total Revenue	\$ 2,965,558	\$ 78,862	\$ 78,862	2.66%	
Expenditure Summary					
Fees	\$ 1,000	\$ -		0.00%	
Principal	1,195,000	-		0.00%	A
Interest	1,762,191			0.00%	A
Total Expenditures	\$ 2,958,191	\$ -	\$ -	0.00%	
Total Revenue Over/Under Expenses	\$ 7,367	\$ 78,862	\$ 78,862		

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

City of Sachse
 Monthly Revenue and Expenditure Report
 October 31, 2014
 (Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

8% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 8%
Revenue Summary					
Sales Tax	\$ 583,222	\$ 42,584	\$ 42,584	7.30%	
Other Income	\$ -	\$ -			
Interest Income	7,500	-	-	0.00%	
Total Revenue	\$ 590,722	\$ 42,584	\$ 42,584	7.21%	
Expenditure Summary					
Expenditures	586,553	15,517	15,517	2.65%	
Total Expenditures	\$ 586,553	\$ 15,517	\$ 15,517	2.65%	
Total Revenue Over/Under Expenses	\$ 4,169	\$ 27,068	\$ 27,067		

Explanation of Major Variances:

**CITY OF SACHSE
2014/2015 SALES TAX ANALYSIS**

FY 2014	Total Sales Tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget	FY 2015	Total Sales Tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget
October	93,523	62,349	62,349	7.25%	October	149,053	85,169	85,169	7.30%
November	151,568	101,046	163,395	19.01%	November	227,089	129,759	214,928	18.43%
December	99,161	56,661	220,055	25.60%	December				
January	107,510	61,431	281,486	32.75%	January				
February	189,230	108,126	389,612	45.33%	February				
March	104,381	59,643	449,256	52.26%	March				
April	97,372	55,638	504,894	58.74%	April				
May	187,319	107,034	611,928	71.19%	May				
June	153,599	87,766	699,694	81.40%	June				
July	129,621	74,065	773,760	90.02%	July				
August	199,329	113,897	887,656	103.27%	August				
September	141,803	81,026	968,683	112.69%	September				
TOTAL	1,654,417	968,683			TOTAL	376,142	214,928		
BUDGET		859,583			BUDGET		1,166,444		



Legislation Details (With Text)

File #:	14-2570	Version:	1	Name:	2013 Type B Roadway Interlocal
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	11/24/2014	In control:		In control:	City Council
On agenda:	12/1/2014	Final action:		Final action:	

Title: Consider a resolution of the City Council of the City of Sachse, Texas, approving the Supplemental Road & Bridge Interlocal Agreement between the City and Dallas County for roadway striping within the jurisdictional limits of the City of Sachse.

Executive Summary

This proposed supplement to the Master Interlocal Agreement between the City of Sachse and Dallas County is for striping projects that do not exceed \$5,000.00 and will be initiated by a work order from the City to the County outlining the specific scope of the striping project. Projects that exceed \$5,000.00 will require a separate Project Specific Agreement as has been required in the past.

Sponsors:

Indexes:

Code sections:

- Attachments:** [Striping Resolution.pdf](#)
[Striping ILA.pdf](#)
[Striping Transmittal Letter.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving the Supplemental Road & Bridge Interlocal Agreement between the City and Dallas County for roadway striping within the jurisdictional limits of the City of Sachse.

Executive Summary

This proposed supplement to the Master Interlocal Agreement between the City of Sachse and Dallas County is for striping projects that do not exceed \$5,000.00 and will be initiated by a work order from the City to the County outlining the specific scope of the striping project. Projects that exceed \$5,000.00 will require a separate Project Specific Agreement as has been required in the past.

Background

In past years Dallas County has required that a Project Specific Agreement be executed for each pavement striping project requested by the city regardless of the dollar amount. Under the new policy, projects under \$5,000.00 will now only require that the city submit a work order to the county outlining the scope of the project. Projects over \$5,000.00 will still require a Project Specific Agreement to be executed.

Policy Considerations

Approval of this Supplemental Interlocal Agreement will continue the partnership between the City of Sachse and Dallas County for assistance in the maintenance roadways within the City of Sachse.

Budgetary Considerations

The City of Sachse can realize cost savings for roadway striping by partnering with Dallas County instead of using independent contractors.

Staff Recommendations

Approval of a resolution of the City Council of the City of Sachse, Texas, approving the Supplemental Road & Bridge Interlocal Agreement between the City and Dallas County for roadway striping within the jurisdictional limits of the City of Sachse, as a Consent Agenda Item.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE SUPPLEMENTAL ROAD & BRIDGE INTERLOCAL AGREEMENT BETWEEN THE CITY AND DALLAS COUNTY FOR ROADWAY STRIPING PROJECTS WITHIN THE JURISDICTIONAL LIMITS OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the responsibility of the City of Sachse (the "City") to provide its citizens with safe highways and roadways; and

WHEREAS, Chapter 791 of the Texas Government Code ("Interlocal Cooperation Act") and Chapter 251 of the Texas Transportation Code ("General County Authority Relating to Roads and Bridges") provide authorization for local governments to contract amongst themselves for the performance of governmental functions; and

WHEREAS, on or about February 11, 2014, the City and Dallas County entered into a Master Road & Bridge Interlocal Agreement for the purpose of collaborating on road and bridge projects located within the territorial and jurisdictional limits of the City; and

WHEREAS, the City Council of the City of Sachse, Texas, has been presented with a Supplemental Master Road & Bridge Interlocal Agreement Re: Roadway Striping Within Jurisdictional Limits of the City of Sachse, Texas (the "Agreement") to specifically provide for infrequent and occasional collaborative efforts for striping projects on duly qualified public roadways located in the City;

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

SECTION 1. That the Mayor is hereby authorized to execute the Agreement, attached hereto as Exhibit "A," with Dallas County to specifically provide for infrequent and occasional collaborative efforts for striping projects on duly qualified roadways located within the jurisdictional limits of the City.

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

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

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

EXHIBIT "A"
SUPPLEMENTAL MASTER ROAD & BRIDGE INTERLOCAL
AGREEMENT RE: ROADWAY STRIPING WITHIN JURISDICTIONAL
LIMITS OF THE CITY OF SACHSE, TEXAS

STATE OF TEXAS §

COUNTY OF DALLAS §

**SUPPLEMENTAL MASTER ROAD & BRIDGE INTERLOCAL
AGREEMENT RE: ROADWAY STRIPING WITHIN JURISDICTIONAL
LIMITS OF THE CITY OF SACHSE, TEXAS**

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

WHEREAS, on or about February 11, 2014, Dallas County (“County”) and the City of Sachse, Texas (“City”), entered into a Master Road & Bridge Interlocal Agreement (“Agreement”), whereby County and City agreed to collaborate on road and bridge maintenance projects, said projects situated within the territorial limits and jurisdiction of City; and

WHEREAS, County and City now wish to supplement the aforementioned Master Road & Bridge Interlocal Agreement to specifically provide for infrequent and occasional collaborative efforts regarding striping projects on or about duly qualified public roadway situated in the city of Sachse, Texas; and

WHEREAS, the typical striping project is *de minimis* in scope, nature and costs to perform, is heavily dependent on brief windows weather-permitting opportunity, and does not warrant a formal Project Specific Agreement for each such undertaking; and

WHEREAS, the governing bodies of County and City desire to simplify the processes for carrying out implementing and completing roadway striping projects.

NOW THEREFORE this Supplemental Master & Road Interlocal Agreement is made by and entered into by County and City, for the mutual consideration stated below.

This supplement to the Master Road & Bridge Interlocal Agreement, authorizes appropriate and designated County and City personnel, acting on behalf of their respective governmental entities, to enter into documented informal agreements authorizing Dallas County

Road & Bridge personnel to conduct transportation-related maintenance, specifically roadway striping activity, on and about the public roadway within the jurisdictional limits of the City.

For each such striping project requested by City, and agreed to by County, there shall be a work order describing the limits of such projects, and the agreed measures of payment therefor.

All requests approved shall conform to then-existing City and County codes, ordinances and regulations. It is anticipated hereunder that each request for related services, submitted in writing by authorized City personnel, and correspondingly approved in writing, by authorized County personnel, shall cumulatively be considered a work order authorizing rendering of said services and invoking attendant payment obligations.

This supplement shall only authorize such projects that do not exceed Five Thousand Dollars (\$5,000.00) in payment obligation from City to County. All striping projects which exceed the amount of Five Thousand Dollars (\$5,000.00) shall be documented by formal Road & Bridge Project Specific Agreements, as contemplated in the Master Road & Bridge Interlocal Agreement.

This term of this supplement to the Master Road & Bridge Interlocal Agreement shall be effective from date of last execution by either party hereto, until December 31, 2017, the date on which the primary agreement terminates.

Beyond the specific provisions stated above, nothing contained herein is intended to supplant, change, modify or replace any of the terms and conditions of the existing Master Road & Bridge Interlocal Agreement, and all terms contained therein remain in full force and effect for striping agreements entered into hereunder.

The City of Sachse, State of Texas, has executed this Supplemental Road & Bridge Agreement Re: Roadway Striping pursuant to duly authorized City Council Resolution _____, Minutes _____, dated the ____ day of _____, 2014.

The County of Dallas, State of Texas, has executed this Supplemental Road & Bridge Agreement Re: Roadway Striping pursuant to Commissioners Court Order Number _____ and passed on the _____ day of _____, 2014.

Executed this the _____ day of _____, 2014.

Executed this the _____ day of _____, 2014.

CITY OF SACHSE:

COUNTY OF DALLAS:

MIKE J. FELIX
MAYOR

CLAY LEWIS JENKINS
COUNTY JUDGE

ATTEST:

APPROVED AS TO FORM:*
CRAIG WATKINS
DISTRICT ATTORNEY

CITY SECRETARY

TERESA GUERRA SNELSON
CHIEF, CIVIL DIVISION



Paul E. Hamilton
Assistant District Attorney

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

STATE OF TEXAS §

COUNTY OF DALLAS §

SUPPLEMENTAL MASTER ROAD & BRIDGE INTERLOCAL AGREEMENT RE: ROADWAY STRIPING WITHIN JURISDICTIONAL LIMITS OF THE CITY OF SACHSE, TEXAS

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

WHEREAS, on or about February 11, 2014, Dallas County (“County”) and the City of Sachse, Texas (“City”), entered into a Master Road & Bridge Interlocal Agreement (“Agreement”), whereby County and City agreed to collaborate on road and bridge maintenance projects, said projects situated within the territorial limits and jurisdiction of City; and

WHEREAS, County and City now wish to supplement the aforementioned Master Road & Bridge Interlocal Agreement to specifically provide for infrequent and occasional collaborative efforts regarding striping projects on or about duly qualified public roadway situated in the city of Sachse, Texas; and

WHEREAS, the typical striping project is *de minimis* in scope, nature and costs to perform, is heavily dependent on brief windows weather-permitting opportunity, and does not warrant a formal Project Specific Agreement for each such undertaking; and

WHEREAS, the governing bodies of County and City desire to simplify the processes for carrying out implementing and completing roadway striping projects.

NOW THEREFORE this Supplemental Master & Road Interlocal Agreement is made by and entered into by County and City, for the mutual consideration stated below.

This supplement to the Master Road & Bridge Interlocal Agreement, authorizes appropriate and designated County and City personnel, acting on behalf of their respective governmental entities, to enter into documented informal agreements authorizing Dallas County

Road & Bridge personnel to conduct transportation-related maintenance, specifically roadway striping activity, on and about the public roadway within the jurisdictional limits of the City.

For each such striping project requested by City, and agreed to by County, there shall be a work order describing the limits of such projects, and the agreed measures of payment therefor.

All requests approved shall conform to then-existing City and County codes, ordinances and regulations. It is anticipated hereunder that each request for related services, submitted in writing by authorized City personnel, and correspondingly approved in writing, by authorized County personnel, shall cumulatively be considered a work order authorizing rendering of said services and invoking attendant payment obligations.

This supplement shall only authorize such projects that do not exceed Five Thousand Dollars (\$5,000.00) in payment obligation from City to County. All striping projects which exceed the amount of Five Thousand Dollars (\$5,000.00) shall be documented by formal Road & Bridge Project Specific Agreements, as contemplated in the Master Road & Bridge Interlocal Agreement.

This term of this supplement to the Master Road & Bridge Interlocal Agreement shall be effective from date of last execution by either party hereto, until December 31, 2017, the date on which the primary agreement terminates.

Beyond the specific provisions stated above, nothing contained herein is intended to supplant, change, modify or replace any of the terms and conditions of the existing Master Road & Bridge Interlocal Agreement, and all terms contained therein remain in full force and effect for striping agreements entered into hereunder.

The City of Sachse, State of Texas, has executed this Supplemental Road & Bridge Agreement Re: Roadway Striping pursuant to duly authorized City Council Resolution _____, Minutes _____, dated the ___ day of _____, 2014.

The County of Dallas, State of Texas, has executed this Supplemental Road & Bridge Agreement Re: Roadway Striping pursuant to Commissioners Court Order Number _____ and passed on the _____ day of _____, 2014.

Executed this the _____ day of _____, 2014.

Executed this the _____ day of _____, 2014.

CITY OF SACHSE:

COUNTY OF DALLAS:

MIKE J. FELIX
MAYOR

CLAY LEWIS JENKINS
COUNTY JUDGE

ATTEST:

APPROVED AS TO FORM:*
CRAIG WATKINS
DISTRICT ATTORNEY

CITY SECRETARY

TERESA GUERRA SNELSON
CHIEF, CIVIL DIVISION



Paul E. Hamilton
Assistant District Attorney

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



**DALLAS COUNTY
PUBLIC WORKS**

September 22, 2014

Joe Crase
Public Works Director
6420 Sachse Road
Sachse, Texas 75048

Re: Dallas County Supplemental Master Road & Bridge Interlocal Agreement
Re: Roadway Striping Within Jurisdictional Limits of the City of Sachse, Texas

Dear Mr. Crase:

Dallas County has recently initiated efforts to standardize our approach to documenting road and bridge maintenance agreements affecting projects co-sponsored and/or funded with the various municipalities making up the county. In this regard, we formulated the Master Interlocal Agreement which sets out our respective responsibilities, obligations and expectations when undertaking qualified road maintenance activities, and which your city adopted.

We now wish to supplement the aforementioned Master Road & Bridge Interlocal Agreement to specifically provide for infrequent and occasional collaborative efforts regarding striping projects on or about duly qualified public roadway situated in the city of Sachse, Texas.

As you are aware, the typical striping project is relatively minor in scope and heavily dependent on brief windows of weather-permitting opportunities and does not warrant a formal Project Specific Agreement for each such undertaking. For those reasons, Dallas County would like to simplify the processes for carrying out, implementing, and completing roadway striping projects.

I ask that you review and consider the proposed agreement attached. Provided it meets with your approval, I further ask that you present same to your local governing body for its consideration and adoption. Once approved by your local governing bodies, please return to my attention for further handling before the Dallas County Commissioners Court.

I am certain that the processes that we are attempting to establish will better serve our mutual interests in orderly and timely facilitating our joint roadway striping projects. We appreciate your timely consideration and handling of this matter. Should you have questions, comments or concerns, please contact Ms. Antoinette Bacchus, P.E., Assistant Director of Public Works, at 214-653-7151 or via email at Antoinette.Bacchus@dallascounty.org.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Blair", is written over a horizontal line.

Alberta L. Blair, P.E.
Director of Public Works

Attachment (Supplemental Master Road & Bridge Interlocal Agreement)

411 Elm St., 4th Floor

Dallas, Texas 75202

(214)653-7151



Legislation Details (With Text)

File #: 14-2555 **Version:** 1 **Name:** Resolution requesting the purchase of a Ford F 350

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

File created: 11/18/2014 **In control:** City Council

On agenda: 12/1/2014 **Final action:**

Title: Consider a resolution of the City Council of the City of Sachse, Texas, authorizing the purchase of a one-ton Ford F350 extended cab pickup truck for the Parks and Recreation Department through the Houston-Galveston Area Council of Governments HGACBuy Cooperative Purchasing Program in the amount not to exceed \$25,936.28.

Executive Summary
Resolution providing for authorization to purchase a one-ton truck.

Sponsors:

Indexes:

Code sections:

Attachments: [FordF350Quote](#)
[RESOLUTIONpurchasestruck2014](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, authorizing the purchase of a one-ton Ford F350 extended cab pickup truck for the Parks and Recreation Department through the Houston-Galveston Area Council of Governments HGACBuy Cooperative Purchasing Program in the amount not to exceed \$25,936.28.

Executive Summary

Resolution providing for authorization to purchase a one-ton truck.

Background

In the FY 2014-2015 budget, Council approved funds for the purchase of a one-ton pickup truck to replace a 1999 model pickup truck in the Parks Department. The 1999 truck has over 170,000 miles and will be sent to auction. The new truck will be purchased through the HGACBuy Cooperative Purchasing Program and purchase price will not exceed the budgeted amount of \$26,000. This total amount also includes the HGACBuy Cooperative Purchasing Program administration fees of \$400, head rack \$395, strobe lights \$755, spray bed liner \$450, and the Ford F350 extended cab truck \$23,936.28 for a total amount of \$25,936.28.

Policy Considerations

Replacement of high-mileage truck that is no longer cost-effective to operate.

Budgetary Considerations

A total of \$26,000.00 is allocated in the FY 2014-2015 budget for this purchase.

Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, authorizing the purchase of a one-ton Ford F350 extended cab pickup truck for the Parks and Recreation Department through the Houston-Galveston Area Council of Governments HGACBuy Cooperative Purchasing Program in the amount not to exceed \$25,936.28, as a Consent Agenda Item.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AUTHORIZING THE PURCHASE OF A ONE-TON FORD F350 EXTENDED CAB PICKUP TRUCK FOR THE PARKS AND RECREATION DEPARTMENT THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS HGACBUY COOPERATIVE PURCHASING PROGRAM IN THE AMOUNT NOT TO EXCEED \$25,936.28; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sachse, Texas, pursuant to the authority granted by Chapter 271, Subchapter D, of the Texas Local Government Code, desires to participate in intergovernmental purchasing; and

WHEREAS, the City Council is of the opinion that participation in this program will be highly beneficial to the taxpayers of this City, through the anticipated savings to be realized through the intergovernmental purchase of products including municipal vehicles; and

WHEREAS, funding has been appropriated in the fiscal year 2014-2015 budget for the purchase of a one-ton Ford F350 extended cab pickup truck for the Parks and Recreation Department.

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

SECTION 1. The City Council does hereby approve the use of cooperative purchasing through Houston-Galveston Area Council of Governments HGACBuy Cooperative Purchasing Program to purchase a one-ton Ford F350 crew cab pickup truck in an amount not to exceed \$25,936.88 from Sam Pack's Five Star Ford and authorizes the City Manager to execute any documents necessary to complete this transaction.

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

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

ATTEST:

APPROVED:

City Secretary

Mike Felix, Mayor



Legislation Details (With Text)

File #:	14-2571	Version:	1	Name:	No parking
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	11/24/2014	In control:		In control:	City Council
On agenda:	12/1/2014	Final action:		Final action:	

Title: Consider an ordinance of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 9, "Traffic Regulations" by amending Section 9-6, "Parking", to provide for no parking areas.

Executive Summary

The proposed ordinance will amend Section 9-6 of the Code of Ordinances to add two additional no parking zones to the ordinance. The proposed new "No Parking" zones are:
Ridgebluff Lane from Ranch Road to the alley between Ranch Road and Paddock Trail; and
Clearmeadow Lane from Ranch Road to the alley between Ranch Road and Meadowview Lane.

Sponsors:

Indexes:

Code sections:

Attachments: [No Parking Ordinance - Presentation PDF](#)
[Sachse Ordinance for No Parking on Ridgebluff and Clearmeadow PDF](#)

Date	Ver.	Action By	Action	Result
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Title

Consider an ordinance of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 9, "Traffic Regulations" by amending Section 9-6, "Parking", to provide for no parking areas.

Executive Summary

The proposed ordinance will amend Section 9-6 of the Code of Ordinances to add two additional no parking zones to the ordinance. The proposed new "No Parking" zones are: Ridgebluff Lane from Ranch Road to the alley between Ranch Road and Paddock Trail; and Clearmeadow Lane from Ranch Road to the alley between Ranch Road and Meadowview Lane.

Background

The City Council adopted an ordinance amending the no parking section of the Sachse Code of Ordinances in March 2011. This amendment clearly listed the various no parking zones in the city. Staff has prepared a proposed ordinance that further amends this section to add the following no parking zones:

- Ridgebluff Lane from Ranch Road to the alley between Ranch Road and Paddock Trail - Ridgebluff Lane contains a median at the Ranch Road intersection, which includes landscaping and signage for the subdivision. In this location, the road section has 15-foot wide travel lanes and a 12-foot wide median (measured from back of curb to back of curb).

The pavement width allows for one vehicle in each direction. Due to the median, there is not enough room to accommodate a parked vehicle and a moving vehicle along the median. In addition, a parked vehicle in this location would cause difficulties for emergency response vehicles such as fire trucks and ambulances. Staff is proposing a no parking zone along both sides of Ridgebluff Lane from Ranch Road to the alley between Ranch Road and Paddock Trail to ensure access for both residents and emergency response.

- Clearmeadow Lane from Ranch Road to the alley between Ranch Road and Meadowview Lane - Clearmeadow Lane contains a median at the Ranch Road intersection, which includes landscaping and signage for the subdivision. In this location, the road section has 15-foot wide travel lanes and a 12-foot wide median (measured from back of curb to back of curb). The pavement width allows for one vehicle in each direction. Due to the median, there is not enough room to accommodate a parked vehicle and a moving vehicle along the median. In addition, a parked vehicle in this location would cause difficulties for emergency response vehicles such as fire trucks and ambulances. Staff is proposing a no parking zone along both sides of Ridgebluff Lane from Ranch Road to the alley between Ranch Road and Paddock Trail to ensure access for both residents and emergency response.

Policy Considerations

None

Budgetary Considerations

It is estimated that six signs/poles will be necessary, at a total cost of \$600.00. Funding would be provided through the annual Public Works Street Maintenance budget.

Staff Recommendations

Staff recommends approval of an ordinance of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 9, "Traffic Regulations" by amending Section 9-6, "Parking", to provide for no parking areas as a Consent Agenda Item.

Ordinance – Amending Chapter 9 No Parking Areas

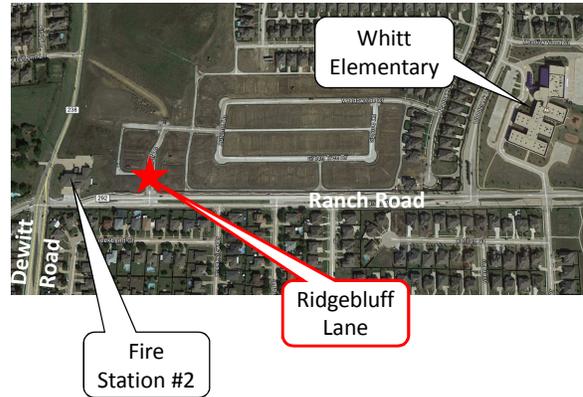
City Council
December 1, 2014

Chapter 9, Section 9-6(b) No Parking Areas

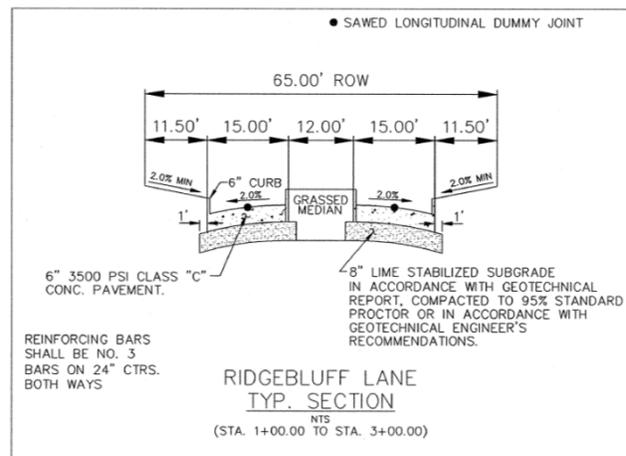
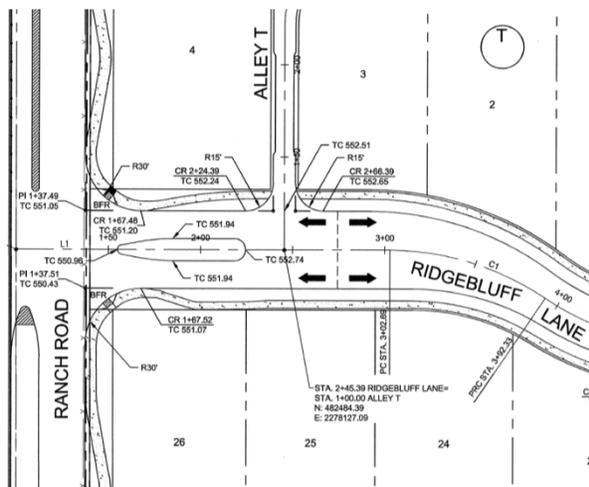
- *No parking areas.* Certain areas or portions of the public streets described in this section have been, are hereby and shall hereafter be set apart, marked and designated as no parking for all vehicles owned by or operated by any person within said areas or portions of said public streets. The parking of any vehicle within any space within the designated area which is or shall be marked "No Parking" shall be prohibited on each and every day of the year between the hours of 12:01 a.m. and 12:00 midnight.
- (1) *Violation.* It shall be unlawful and a violation of the provisions of this division for any person to cause, allow, permit or suffer any vehicle operated by such person to be parked within the area herein designated as "No Parking."
- (2) *Areas designated.*

Ridgebluff Lane at Ranch Road

- Woodbridge – Phase 17
- Existing road has 15-foot wide travel lanes with a 12-foot median (measured from back of curb to back of curb)
- Road too narrow to accommodate a parked vehicle and a moving vehicle along the median
- Homes have alley access (rear/side driveway)
- Parked vehicles along the median will block traffic movement, causing:
 - Impacts to traffic movements into and out of the subdivision
 - Impacts to emergency response
 - Congestion on Ranch Road at the intersection



Ridgebluff Lane – As-Built Plan



Ridgebluff Lane – Proposed No Parking Zone



Clearmeadow Lane at Ranch Road

- Woodbridge – Phase 8
- Existing road has 15-foot wide travel lanes with a 12-foot median (measured from back of curb to back of curb)
- Road too narrow to accommodate a parked vehicle and a moving vehicle along the median
- Homes have alley access (rear/side driveway)
- Parked vehicles along the median will block traffic movement, causing:
 - Impacts to traffic movements into and out of the subdivision
 - Impacts to emergency response
 - Congestion on Ranch Road at the intersection



Staff Recommendations

- Staff recommends that the City Council of the City of Sachse approve an ordinance amending Chapter 9, "Traffic Regulations" by amending Section 9-6 "Parking" to provide for additional no parking areas on:
 - Ridgebluff Lane from Ranch Road to the alley between Ranch Road and Paddock Trail
 - Clearmeadow Lane from Ranch Road to the alley between Ranch Road and Meadowview Lane

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 9, "TRAFFIC REGULATIONS" BY AMENDING SECTION 9-6, "PARKING", TO PROVIDE FOR NO PARKING AREAS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED (\$200.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Sachse has determined that an amendment to the no parking zones regulations for the city is necessary in order to clarify where no parking is permitted.

NOW, THEREFORE, BE IT RESOLVED 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 9, Traffic Regulations, Section 9-6, Parking, in part, to read as follows:

"Chapter 9

TRAFFIC REGULATIONS

...

"Sec. 9-6 Parking.

...

B. *No parking areas.* Certain areas or portions of the public streets described in this section have been, are hereby and shall hereafter be set apart, marked and designated as no parking for all vehicles owned by or operated by any person within said areas or portions of said public streets. The parking of any vehicle within any space within the designated area which is or shall be marked "No Parking" shall be prohibited on each and every day of the year between the hours of 12:01 a.m. and 12:00 midnight.

...

(1) *Violation.* It shall be unlawful and a violation of the provisions of this division for any person to cause, allow, permit or suffer any vehicle operated by such person to be parked within the area herein designated as "No Parking."

(2) *Areas Designated.* The area of the public streets of the city within which certain areas or spaces shall be marked or designated as “No Parking” shall and does hereby include:

...

h. Ridgebluff Lane

- i. Both sides of Ridgebluff Lane from Ranch Road to the alley between Ranch Road and Paddock Trail.

i. Clearmeadow Lane

- i. Both sides of Clearmeadow Lane from Ranch Road to the alley between Ranch Road and Meadowview Lane.

...”

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

SECTION 3. Than an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 4. That should any sentence, article, paragraph, subdivision, clause, phrase, or section of this ordinance be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid or unconstitutional.

SECTION 5. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Sachse, as heretofore amended, and upon conviction shall be punished by fine not to exceed the sum of two hundred dollars (\$200.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

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

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

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

DULY ENROLLED:

Terry Smith, City Secretary



Legislation Details (With Text)

File #: 14-2573 **Version:** 1 **Name:** P-25 MOU
Type: Agenda Item **Status:** Agenda Ready
File created: 11/25/2014 **In control:** City Council
On agenda: 12/1/2014 **Final action:**

Title: Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Letter of Agreement, by and between the City of Sachse and the City of Rowlett for the cities' Fire Rescue Departments to work collaboratively on a regional application under the FY 2014 Assistance to Firefighters Grant ("AFG") Program to assist in funding the purchase of a shared P25 radio system.

Executive Summary

The Cities of Sachse and Rowlett are considering a joint application for an Assistance to Firefighters Grant for the purchase of P25 radios. Under a current federal mandate, both cities must transition to digital radios in 2016. The grant, if awarded to Sachse and Rowlett, would decrease the direct costs to the cities.

Sponsors:

Indexes:

Code sections:

Attachments: [Rowlett Letter Agreement Resolution.pdf](#)
[Rowlett Letter.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Letter of Agreement, by and between the City of Sachse and the City of Rowlett for the cities' Fire Rescue Departments to work collaboratively on a regional application under the FY 2014 Assistance to Firefighters Grant ("AFG") Program to assist in funding the purchase of a shared P25 radio system.

Executive Summary

The Cities of Sachse and Rowlett are considering a joint application for an Assistance to Firefighters Grant for the purchase of P25 radios. Under a current federal mandate, both cities must transition to digital radios in 2016. The grant, if awarded to Sachse and Rowlett, would decrease the direct costs to the cities.

Background

The City of Rowlett and the City of Sachse are pursuing an Assistance to Firefighter's Grant to offset funding for the P-25 Digital Radio upgrade scheduled to occur in 2016. The grant authorities need a memorandum of understanding between both municipalities to possibly award the grant. The City of Rowlett has taken the lead on this process and has requested information from the City of Sachse.

Policy Considerations
None

Budgetary Considerations
None at this time.

Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Letter of Agreement, by and between the City of Sachse and the City of Rowlett for the cities' Fire Rescue Departments to work collaboratively on a regional application under the FY 2014 Assistance to Firefighters Grant ("AFG") Program to assist in funding the purchase of a shared P25 radio system, 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 A LETTER OF AGREEMENT, BY AND BETWEEN THE CITY OF SACHSE AND THE CITY OF ROWLETT FOR THE CITIES' FIRE RESCUE DEPARTMENTS TO WORK COLLABORATIVELY ON A REGIONAL APPLICATION UNDER THE FY 2014 ASSISTANCE TO FIREFIGHTERS GRANT ("AFG") PROGRAM TO ASSIST IN FUNDING THE PURCHASE OF A SHARED P25 RADIO SYSTEM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Sachse and Rowlett Fire Rescue Departments have agreed to work collaboratively on a Regional Application under the FY 2014 AFG Program to assist in funding the purchase of a shared Phase P25 radio system; and,

WHEREAS, the City Council of the City of Sachse has been presented with a proposed Letter of Agreement by and between the City of Sachse and the City of Rowlett for the cities' Fire Rescue Departments to work collaboratively on a Regional Application under the FY 2014 AFG Program to assist in funding the purchase of a shared P25 radio system; and

WHEREAS, upon full review and consideration of the Letter of Understanding 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 Letter of Understanding 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 Letter of Understanding, attached hereto as Exhibit "A".

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

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

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

EXHIBIT "A"
LETTER OF AGREEMENT

Mayor ~ Todd Gottel
Mayor Pro Tem ~ Michael Gallops
Deputy Mayor Pro
Tem ~ Carl Pankratz

City Council ~
Rick Sheffield
Tammy Dana-Bashian
Debby Bobbitt
Robbert van Bloemendaal

City Manager ~ Brian Funderburk



*A unique community where families
enjoy life and feel at home*

November 17, 2014

This letter of agreement between the City of Rowlett and the City of Sachse is for the purpose of applying for the FY 2014 Assistance to Firefighters Grant (AFG) Program. The application will be a Regional Application to help fund the purchase of P25 Phase 2 compliant mobile radios, portable radios, and base/control stations for the Rowlett and Sachse Fire Rescue Departments. The cities of Rowlett and Sachse currently use the City of Garland's Motorola 800 MHz trunked radio system for all public safety radio communications. This system is facing the end of factory support on major components in 2016; forcing all three cities to undertake a program, with the City of Mesquite, to replace this aging system with a new shared P25 radio system. This new system will bring participating cities into compliance with the Federal Communications Commission's (FCC) mandate on interoperable, P25 requirements. A significant cost associated with the replacement program, will be the cost of replacing all mobile radios, portable radios, and base/control stations.

The Rowlett and Sachse Fire Rescue Departments have agreed to work collaboratively on a Regional Application under the FY 2014 AFG Program. The City of Rowlett will serve as the regional "host" applicant and the City of Sachse as the participating agency under the Regional Application. The City of Rowlett will lead and coordinate the completion of the application process and performance period, and agrees, if awarded the grant, to be responsible for all aspects of the grant. This includes, but is not limited to, accountability for the assets and all reporting requirements in the Regional Application. The City of Sachse agrees to, in a timely manner, assist the City of Rowlett in completing the application process and in meeting the requirements set forth by the Regional Application. This includes, but is not limited to, providing all necessary grant asset-related information and documentation to the City of Rowlett throughout the performance period and appropriate record retention cycle.

It is understood that the City of Rowlett, serving as the host organization, will not serve as a pass-through organization and that the City of Sachse is not a sub-grantee; the City of Rowlett will distribute grant-funded assets, not grant funds, to the City of Sachse. Based on pre-determined equipment requirements, the cities of Rowlett and Sachse agree to a proportional distribution of grant-funded assets and cost-share burden of approximately 68.5-percent and 31.5-percent, respectively. It is understood that the final distribution may change depending on final system costs and/or the amount and type of assets funded under an award; however, the same proportional methodology will be used to determine the final distribution.

The necessary information for the application has already been gathered, and the City of Rowlett is expecting to complete the application before the December 5, 2014 5:00 PM EST deadline.

Approved By:

Approved By:

City of Rowlett
Dated:

City of Sachse
Dated:



Legislation Details (With Text)

File #: 14-2562 **Version:** 2 **Name:** Security Upgrades for Municipal Campus
Type: Agenda Item **Status:** Agenda Ready
File created: 11/20/2014 **In control:** City Council
On agenda: 12/1/2014 **Final action:**
Title: Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement between the City of Sachse and Securadyne Systems, contracting through the BuyBoard Purchasing Cooperative in an amount not to exceed \$73,000, for the purchase and installation of security equipment for the Municipal Campus.

Executive Summary

Resolution providing for the authorization for the City of Sachse to enter into an agreement with Securadyne Systems and authorizing the City Manager to execute the Agreement on behalf of the City of Sachse, Texas.

Sponsors:

Indexes:

Code sections:

- Attachments:** [Security Resolution.pdf](#)
[Securadyn Agreement.pdf](#)
[Securadyn Scope of Work.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement between the City of Sachse and Securadyne Systems, contracting through the BuyBoard Purchasing Cooperative in an amount not to exceed \$73,000, for the purchase and installation of security equipment for the Municipal Campus.

Executive Summary

Resolution providing for the authorization for the City of Sachse to enter into an agreement with Securadyne Systems and authorizing the City Manager to execute the Agreement on behalf of the City of Sachse, Texas.

Background

At the September 2, 2014 City Council Workshop, the Council reviewed potential enhancements to the Municipal Campus. Included in that discussion was a proposal to add security camera coverage to select areas of the campus and to upgrade the quality of select existing cameras to improve their resolution and ability to capture important detailed information.

After several years of usage, staff reviewed the Security System for the Municipal Complex. The review led staff to conclude that there is a need to expand and upgrade campus Security

Systems. This will include upgrading external cameras to High Definition models, the addition of two PanTiltZoom cameras on opposite ends of the campus. Improvements will also include expanding the memory storage for the City Jail Video System. Card-Swipe security for external doors as well as security cameras will also be added to the Library as part of this upgrade.

Policy Considerations

Expand and Upgrade Security for the Municipal Campus.

Budgetary Considerations

With a contingency for unanticipated, the total budget for this project is \$73,000. The amount budget presented to the City Council in September of 2014 was \$73,000.

Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement between the City of Sachse and Securadyne Systems, contracting through the BuyBoard Purchasing Cooperative in an amount not to exceed \$73,000, for the purchase and installation of security equipment for the Municipal Campus, as a Consent Agenda Item.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BETWEEN THE CITY OF SACHSE AND SECURADYNE SYSTEMS, CONTRACTING THROUGH THE BUYBOARD PURCHASING COOPERATIVE IN AN AMOUNT NOT TO EXCEED \$73,000, FOR THE PURCHASE AND INSTALLATION OF SECURITY EQUIPMENT FOR THE MUNICIPAL CAMPUS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City staff prepared and requested a quote from the Buy Board Purchasing Cooperative for the purchase and installation of security equipment for the municipal campus (the “Security Equipment”); and

WHEREAS, City staff received and determined that the Security Equipment can be purchased and installed by Securadyne Systems for An amount not to exceed \$73,000; and

WHEREAS, the City Council has been presented with a proposed Agreement with Securadyne Systems for the purchase and installation of the Security Equipment for the municipal campus for an amount not to exceed \$73,000 (the “Agreement”); and

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

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

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

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

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

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

EXHIBIT "A"
SECURADYNE SYSTEMS AGREEMENT

EXHIBIT A

|



City of Sachse
 Ste B
 3815 Sachse Rd
 Sachse TX 75048-3893

Contact Person : Martin Cassidy
Phone : +1 (469) 429-9822
Email : mcassidy@cityofsachse.com

Quotation No. : 12401
Date : Oct 16, 2014
Your Reference : BASE EXPANSION REV 1
Valid To : Nov 16, 2014
Payment Terms : 30 days net
Customer Number : 1001110
Quoted By : Jeff Gravley
Phone : +1 4693106125

Product	Description	Total (USD)
Video Expansion at Library, Public Safety, and City Hall as per attached SOW		
QUOTE	Dell PowerEdge Server	1 Each
XPECL	MLST:XProtect Enterprise Camera License	10 Each
Y2XPECL	MLST:SUP XProtect Enterprise for camera	10 Each
0516-001	Axis:M3004-V 1MP IP Camera	2 Each
0353-001	AXI:P3304-V Fixed Dome Network Camera	1 Each
0318-004	AXIS: Q6032-E PTZ Dome Network Camera	2 Each
5031-244	AXI:T8124-E Outdoor Midspan 60W	2 Each
5017-671	AXIS: T91A67 Pole Bracket	1 Each
5017-641	AXIS: T91A64 Corner Bracket	1 Each
0371-001	AXIS: P3346-VE	2 Each
0465-001	AXIS: P3354 (6mm) Fixed Dome 720P, WDR	4 Each
Access Control adds at Library per attached SOW		
920NTNNEK00000	HID:iCLASS SE R40 Reader, Wall Switch, N	2 Each
8310-DSS-X-28	RCI:Standard Magnetic Lock 12/24 VDC	4 Each



Quotation No: 12401

Product	Description	Total (USD)
5216-MP23DA/RXE1	DORT:Pneumatic Exit Button	2 Each
DS150I	BSCH:Request to Exit Motion Sensor, Grey	2 Each
NSC-100-12V	OO:IP Network Sub Controller w/PoE Suppo	2 Each
AL600ULACM	ALTR:Access Control power supply, 12/24	1 Each
AL400ULPD8	ALTR:DC power supply, 12/24 vdc, 3-amp,	1 Each
CAT5E-PLENUM	CSC:Cat5e Blue Plenum - priced per 1000	2 Each
823398-500	CSC:Composite Plenum Home Run 500' Cable	1 Each
112000-500	CSC:18/2 Conductor, 500'	1 Each
CAT6-OSP-500	SS:CAT6 Outside Plant Black 500'	1 Each
Replacement HD Cameras for exterior of City Hall to replace existing IP Cameras		
SNC-EM602R	SON:HD Outdoor Minidome D/N IR IP66	8 Each
S118_BR10	Installation	
S103_BR10	Programming	
S101_BR10	Project Management (Internal Resources)	
S115	Miscellaneous Materials	

Total Price Before Tax 69,535.28 USD

Total Solution Price 69,535.28 USD

Customer Note :

Please see attached SOW for detailed information. Quote only valid by contracting with 2015 Software and Hardware Maintenance as found in Sales Quote #12024

Page 2 / 11 Initial _____



Quotation No: 12401

SECURADYNE SYSTEMS, LLC	CLIENT
<p>Signature of this proposal assumes full agreement with the Securadyne Systems' Terms & Conditions and associated Scope/ Statement of Work. The issuance of a purchase order by a Customer that directly references the Securadyne quotation number constitutes acknowledgement of Securadyne Systems' Terms & Conditions and associated Scope/ Statement of Work.</p>	
By : _____ Sales Representative Signature	By : _____ Client Signature
By : _____ Sales Representative Printed Name	By : _____ Client Printed Name
Date : _____	Date : _____

Page 3 / 11 Initial _____



TERMS AND CONDITIONS OF SALE

These are the terms and conditions (the "Agreement") pursuant to which Securadyne Systems Texas, LLC (the "Company") agrees to provide the Equipment and Services to the entity or person whose name appears on page one of this Proposal above (the "Client") and this Agreement is incorporated into and is part of the Proposal. In this Agreement, "Equipment" means the equipment described above; "Services" mean the services selected by the Client described above; "Premises" means the Client's premises at the address set forth in the box labeled "Client Information"; and "System" means the system installed at the Premises. "Data" means any form of data, including alarm signals, video, audio or any other form of data. In this Agreement, the Company is sometimes referred to as "we" and the Client is sometimes referred to as "you" or "your." The effective date of this Agreement is set forth on page 1 of the Agreement.

1. **Equipment and Services.** The Company shall sell or lease (as indicated on this Proposal) and install the Equipment at the Premises and/or provide a centrally monitored signaling system and services necessary to transmit signals from the premises of Client to Company's central monitoring station. You shall pay Company for the Equipment and Services as indicated on the Proposal. You are responsible for all sales, use or similar taxes that may arise in connection with this Agreement. You shall also promptly reimburse us all shipping or handling costs related to the delivery of Equipment under this Agreement. Payment terms are net thirty (30) days for full or partial invoices. We shall invoice for the Equipment and Services as set forth above. Your municipality may require a license or permit for the installation, use or monitoring of the System or the Services. You are solely responsible for complying with such obligations and providing Company with any then current license or permit number. Services exclude routine or preventative maintenance. Unless otherwise agreed in writing, all Services will be invoiced at Company's then-prevailing services rates, including such rates for work performed after hours and on weekends or holidays.

2. **Term and Renewal.** The term of this Agreement shall be for thirty-six (36) months beginning on the day the Company has installed the Equipment and first provides the Services. This Agreement shall automatically renew for a period of one year until one party provides the other party with written notice of non-renewal no later than ninety (90) days prior to expiration date of the Agreement. If this renewal provision is not effective for any reason whatsoever, this Agreement shall automatically renew from month-to-month unless either party provides written notice of non-renewal at least ninety (90) days prior to the expiration of the Agreement. Time is of the essence and the time periods in this section must be complied with strictly.

[SSAs] The Company and the Client agree that should there be any SSAs that has a period of performance to be completed that does not expire until after the expiration date of this Agreement, to include any periods of renewal, the Agreement shall be extended to the same date of expiration as the longest SSA under which services are still to be performed.

3. **INSURANCE AND COMPANY'S LIABILITY RELEASE.** COMPANY IS NOT AN INSURER. YOU SHALL MAINTAIN INSURANCE COVERING YOU AND ALL OTHERS FOR ALL LOSS, DAMAGE OR EXPENSE ARISING OUT OF OR FROM (I) THIS AGREEMENT, (II) THE EQUIPMENT, OR (III) THE SERVICES. RECOVERY FOR ANY LOSS, DAMAGE OR EXPENSE SHALL BE LIMITED TO YOUR INSURANCE. COMPANY IS RELEASED FROM ALL LIABILITY DUE TO (1) THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF COMPANY OF ANY KIND OR DEGREE, (2) THE IMPROPER OPERATION OR NON-OPERATION OF THE EQUIPMENT OR SYSTEM, (3) BREACH OF CONTRACT, EXPRESS OR IMPLIED, WHICH OCCURS BEFORE OR AFTER THE SIGNING OF THIS AGREEMENT (4) BREACH OF WARRANTY, EXPRESS OR IMPLIED, (5) PRODUCT OR STRICT LIABILITY, (6) LOSS OR DAMAGE TO OR MALFUNCTION OF FACILITIES NECESSARY TO OPERATE THE SYSTEM, TRANSMIT ANY SIGNAL OR OPERATE ANY MONITORING FACILITY, OR (7) FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION. (THE ITEMS LISTED IN SECTIONS 1 THROUGH 7 HEREOF ARE REFERRED TO IN THIS AGREEMENT COLLECTIVELY AS THE "COVERED CLAIMS") IF COMPANY IS FOUND LIABLE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED IN WHOLE OR IN PART BY ANY OF THE COVERED CLAIMS, ANY SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF TEN THOUSAND (\$10,000) DOLLARS. IF YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY OBTAIN A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT BUT COMPANY SHALL NOT BE HELD TO BE AN INSURER HEREUNDER.

4. **Release of Insured Losses; Waiver of Subrogation.** You release Company for all losses, damages or expenses covered by your insurance policies and for all insurance deductibles. You also waive and release any rights your insurance company may have against Company for money paid to you or on your behalf.

5. **INDEMNIFICATION.**
A. WE SHALL INDEMNIFY YOU FOR LOSS OR DAMAGE OCCURRING WHILE COMPANY'S EMPLOYEE IS ON THE PREMISES AND SUCH LOSS OR DAMAGE IS CAUSED DIRECTLY AND SOLELY BY THE NEGLIGENCE OF THE COMPANY'S EMPLOYEE



PROVIDED, HOWEVER, SUCH INDEMNIFICATION AND THE COMPANY'S LIABILITY SHALL NOT EXCEED THE PROCEEDS RECEIVED FROM COMPANY'S INSURANCE POLICY(IES), IF ANY, APPLICABLE TO THE CLAIM OR ACTION FOR SUCH LOSS OR DAMAGE. IF ANYONE OTHER THAN YOU (INCLUDING YOUR INSURANCE COMPANY) ASKS COMPANY TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) ARISING OUT OF OR FROM (I) THIS AGREEMENT, (II) THE EQUIPMENT, (III) THE SERVICES OR ANY OF THE COVERED CLAIMS, YOU SHALL PAY COMPANY (WITHOUT ANY CONDITION THAT COMPANY FIRST PAY AND NOTWITHSTANDING ANY PROTECTIONS OTHERWISE AFFORDED UNDER ANY WORKER'S COMPENSATION ACT, LAW OR REGULATION), FOR ALL LOSSES, DAMAGES, COSTS OR EXPENSES INCLUDING ATTORNEYS' FEES ASSERTED AGAINST OR INCURRED BY COMPANY. COMPANY MAY APPOINT LEGAL COUNSEL TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM OR SUIT AGAINST COMPANY.

B. When CLIENT in the ordinary course of business has the property of others in its custody, or the alarm system extends to protect the property of others, CLIENT agrees to and shall indemnify, defend, and hold harmless COMPANY, its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause including COMPANY'S performance or failure to perform and including defects in products, design, repair service, installation of equipment, operation or non-operation of the system whether based upon active or passive negligence, express or implied warranty contribution of indemnification, or strict or product liability on the part of COMPANY, its employees, agents or assigns.

6. **Additional Equipment.** If the System is owned by the Company or and leased by Client, Client shall, at Client's sole cost, promptly and without demand, return the System to the Company at the expiration or termination of this Agreement. Additional Equipment, at additional cost, may provide increased detection. You have selected the System based on your personal considerations (i.e., cost, environment and conditions, insurance requirements, etc.).

7. **Installation and Service; System Removal.** You shall comply with any technical requirements set forth above such as providing electrical power, transformers, wiring, conduits, insulation, lighting, door hardware and any specified environmental requirements. You also shall comply with any applicable laws, codes or standards. Drawings and related documents remain the Company's property and any use or reproduction is strictly prohibited. Installers are not aware of hidden pipes, wires or other objects within walls, floors, ceilings or other concealed spaces. You must advise Company of such hidden objects or Company and its installers are released for any damages, losses or expenses for personal injury, including death, or to real or personal property. Company is not obligated to repair, restore, or redecorate the Premises if the System is removed from the Premises. The Company makes no promise of installation of equipment or commencement of Services by any particular date and shall not be liable for any loss, damage or expense resulting from any delay in the installation.

8. **Title to System and Panel.** Title to all Equipment shall remain in Company until fully paid. Delivery will be by common carrier F.O.B Seller's shipping point. Seller assumes sole risk of loss or destruction to the Equipment during shipment. Client grants Company a security interest in the Equipment until paid in full. Client authorizes Company to file this Agreement or one or more financing or continuation statements (or amendments) (without signature where permitted by law) respecting leased or financed equipment. Client shall execute financing statement reflecting Company's security interest following Company's request. Company shall provide Client a copy of any such filing; provided, however, Company's failure to do so shall not constitute a breach hereof or a condition precedent to the granting of a security interest.

9. **Equipment Returns.** You will pay our then-standard re-stocking fee for returned Equipment, including any restocking fees imposed on Company. Special or custom orders (including Equipment sold "As-Is") and any orders that are master-keyed or final sale may not be canceled. To be returned for credit, Equipment must be returned to Company in its original, unmarked and undamaged factory packaging, no later than 120 days after sold.

10. **Increase in Charges.** Company shall have the right at any time during the term of this Agreement, to increase the lease, monitoring/service charges provided herein above to reflect any additional taxes, fees or charges relating to the services provided under the terms of this Agreement which may hereafter be imposed on Company by any utility, government or other regulating entity and Client agrees to pay same. Company may increase periodic recurring charges at any one or more times following the twelve (12) month anniversary of the Agreement. Company shall provide you thirty (30) days notice of such increase. If you are unwilling to pay the increased charges, you must notify Company in writing no later than fifteen (15) days prior to the date on which any such increase takes effect. Company may then rescind the increase in which event the Agreement shall continue under these terms and conditions for the balance of the term or the Company may elect not to rescind the increase in which event this Agreement shall terminate on what would have been the effective date of the Company's increase in charges. Failure on the part of the Client to notify the Company within fifteen (15) days shall constitute Client's acceptance of the increase.



11. **Default.** If you default under this Agreement, Company shall (i) be entitled to retain all prepayments received and you shall immediately pay Company (a) all payments then due and payable, and (b) fifty (50%) percent of all payments due for the unexpired term as agreed upon damages and not as a penalty; and (ii) have no further obligation to perform under this Agreement. In addition, you shall pay Company for all costs and expenses in enforcing its rights under this Agreement, including reasonable attorneys' fees. If your account balance extends beyond thirty (30) days, we may, in our sole discretion, until the account is paid in full, either (a) ship Equipment or provide Services to you on a C.O.D. or C.O.D. plus basis; or (b) refuse to ship Equipment or provide Services.

12. **Binding Agreement.** This Agreement only becomes binding upon Company when signed by Company's authorized representative or upon the commencement of any of the Services. If there are any additions, alterations, modifications or deletions to these printed terms, such terms shall not become part of the Agreement unless agreed to and initialed by a person authorized to agree to such terms by Company. You may not receive a copy of this Agreement executed by Company's authorized representative. This Agreement is binding on the parties' heirs, executors, administrators, successors and permitted assigns. This Agreement may be executed in several counterparts and by facsimile or email signature, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the parties with the same effect as if all the signatures were upon the same instrument. A telecopy/email signature shall be as legally effective as an original signature.

13. **Applicable Law.** This Agreement shall be governed by and construed according to the laws of Texas without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.

14. **Assignment.** You may not assign this Agreement. The Company may assign all or any portion of this Agreement.

15. **Payment and Finance and Late Charges.** Payment and Finance and Late Charges. The Company's practice will be to charge and invoice the Client twenty (20%) percent of the entire Proposal amount for any Project in excess of \$10,000, which shall be referred to as a "Mobilization Fee." This Mobilization Fee will be due and payable on receipt. It shall be credited against the total amount due upon final invoice. This Mobilization Fee is subject to any restocking fees that may be applicable. For purposes of this provision, restocking fees shall include the stocking or restocking fees or charges that are charged to the Company by its suppliers, subcontractors or vendors due to the return of any equipment or materials. All other invoices sent by the Company to the Client are due upon receipt. You agree to pay a finance charge of one and one-half (1-1/2%) percent per month (eighteen (18%) percent per year) for all charges not paid within thirty (30) days of the invoice date. In addition, you shall pay an administrative fee (late charge) of 5% of any invoice not paid (as agreed upon damages and not a penalty) within sixty (60) days of the invoice date.

16. **No Waiver of Breach.** Waiver of your breach of this Agreement shall not be a waiver of any subsequent breach. Company's rights under this Agreement be cumulative, may be exercised concurrently or consecutively, and shall include all remedies available even if referred to in this Agreement

17. **Delays in Service.** You acknowledge that there may be interruptions of Service or delays in performing the Services. Company's sole obligation after receiving a service request from you is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays.

18. **Takeover Systems.** If Company takes over rendering service to an existing system, in whole or in part, Company reserves the right, in its sole discretion, to terminate this Agreement at any time by giving you ten (10) days written notice to you that, in Company's sole discretion, there have been excessive activations of the System or the number of problems or cost of service has been or may become excessive. You shall be entitled to reimbursement of the unearned charge paid for the then current period on your request and this shall be the limit of Company's liability.

19. **Provision and Modification of Services.** Only Company or its authorized subcontractors shall provide any form of Service for or in connection with any of the Equipment or System. We will not provide, and do not assume any obligation to provide, any service that is not included as part of the Services. We will provide all Services in accordance with our then-current policies and specifications.



We may modify, terminate or suspend any particular form of Service if permitted, requested or required to do so by any governmental authority, standards setting entity or insurance interest.

20. **Title to Intellectual Property.** Client acknowledges and agrees that all software, hardware, firmware, shareware, codes, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from Services are Company's sole and exclusive property and that Client has no rights whatsoever in any of the foregoing.

21. **LIMITED WARRANTY.**

A. COMPANY WARRANTS TO YOU ALONE AND NO OTHER PARTY THAT EQUIPMENT WE ARE OBLIGATED TO INSTALL IS INSTALLED IN A GOOD AND WORKMANLIKE MANNER. IF ANY PART (EXCLUDING WIRING, LIGHT BULBS, L.E.D.'S, L.C.D.'S OR BATTERIES) BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE ISSUANCE DATE OF THE COSC (CERTIFICATE OF SUBSTANTIAL COMPLETION) OR COFC (CERTIFICATE OF FINAL COMPLETION) FOR THIS INSTALLATION OR THE TERM PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, COMPANY SHALL REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO YOU. THIS WARRANTY IS NOT ASSIGNABLE.

B. IF YOU DISCOVER A DEFECT IN THE EQUIPMENT, YOU SHOULD IMMEDIATELY CONTACT COMPANY IN WRITING OR BY TELEPHONE AND FULLY DESCRIBE THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED.

C. EXCEPT AS SET FORTH IN SECTION A, COMPANY MAKES NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED.

D. THIS WARRANTY DOES NOT COVER DAMAGE TO EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, CLIENT NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, AN ACT OF GOD, ANY CASUALTY, INCLUDING ELECTRICAL CHARGES, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY. COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED, OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED. YOU AGREE THAT YOU ARE NOT RELYING ON COMPANY'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THERE ARE NO EXPRESS WARRANTIES THAT EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT OR IN THIS SECTION. ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

22. **Time Limitation on Actions.** All claims, actions or proceedings against Company must be commenced in court within two (2) years and one (1) day or sooner if required by the laws of the State of Texas after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred. The time period in this section must be complied with strictly.

23. **Integrated Agreement.** This Agreement, the Proposal and any document made a part of this Agreement contains the entire Agreement between the parties respecting the transactions described in such documents and supersedes all prior or current negotiations



commitments, contracts (express or implied) warranties (express or implied) statements and representations, whether written or oral, pertaining to such transactions, all of which shall be deemed merged into this Agreement. NEITHER PARTY HAS MADE ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") NOT EXPRESSED IN THIS AGREEMENT AND, IN ENTERING INTO THIS AGREEMENT, NEITHER PARTY IS RELYING ON ANY INDUCEMENT WHICH IS NOT SET FORTH IN THIS AGREEMENT.

24. **Valid Agreement.** Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall remain in full force and effect as valid, binding and continuing.

25. **Modifications.** All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

26. **Additional Equipment or Service.** If, at any time after the date hereof, you request or authorize additional equipment or services, all sales, installation and services supplied by Company shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, installation or services.

27. **Right to Subcontract.** Company may, in its sole and absolute discretion, subcontract for the provision of any of the Services under this Agreement. The provisions of this Agreement apply to and shall be for the benefit of (i) any subcontractors engaged to provide any of the Services to you; and (ii) each of the Company's shareholders, partners, members, directors, employees, agents and representatives and bind you to all such persons or entities listed in subsection (i) or (ii) with the same force and effect as they bind you to Company.

28. **Consent to Intercept, Record And Use Communications.** You, for yourself and as the authorized agent of your family, guests, agents, servants, representatives and employees (individually and collectively, "Any Person"), hereby consent to Company intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication to which you, Any Person or Company are parties.

29. **Prior Agreements With Others.** You represent and warrant that (a) your cancellation, or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person or entity.

30. **Section Headings.** The section titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement. When used in this Agreement, the word "including" shall not be a word of limitation but shall mean "including, but not limited to."

31. **Credit Investigation Report.** You authorize and consent to credit investigations and reports by the Company and any other person or entity that provides financing to the Company or to whom this Agreement may be assigned.

32. **Right to Notice and Cure.** If Company breaches this Agreement, you shall provide Company written notice specifically identifying the nature of the breach and the provisions of this Agreement affected as a result of such breach. Company may cure the breach within five (5) business days following Company's receipt of the written notice or, if the breach cannot be reasonably cured within such period, to promptly commence to cure and diligently proceed until cured. If Company cures any such breach, this Agreement shall continue unabated and Company shall not be liable to you for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any such breach.

33. **JURISDICTION, VENUE AND WAIVER OF JURY TRIAL.** EACH PARTY HEREBY IRREVOCABLY AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ("SUIT") ARISING OUT OF OR FROM, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF RECORD OR THE COURTS OF THE UNITED STATES LOCATED IN THE DISTRICT OR COUNTY WHERE THE COMPANY'S PRINCIPAL PLACE OF BUSINESS IS LOCATED.



EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF EACH SUCH COURT IN ANY SUCH SUIT AND WAIVES ANY OBJECTION THAT IT MAY HAVE TO JURISDICTION OR VENUE OF ANY SUCH SUIT. EACH PARTY CONSENTS TO SERVICE OF PROCESS IN ACCORDANCE WITH THE NOTICE PROVISIONS OF THIS AGREEMENT. **EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING BROUGHT BY EITHER PARTY.**

34. **Right to Terminate.** Notwithstanding anything set forth in this Agreement to the contrary, Company may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) day notice. If such termination is without cause, Company shall refund you any unearned service charges. The following sections shall survive any termination or expiration of this Agreement: 3, 4, 5, 10, 11, 13, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, 30, 33, 34, and 35.

35. **Electronic Media.** A copy of this Agreement and signatures transmitted and delivered by facsimile or e-mail shall be deemed to be originals for all purposes. We may scan or otherwise convert this Agreement into an electronic and/or digital media file and a copy of this Agreement or the Data file produced from any such electronic or digital media format may serve and be given the same legal force and effect as the original.

36. **Software.** If the Equipment or Services include the delivery or use of any software, such software shall be subject to the terms and conditions of any license or sub-license between Company or the software licensor, on the one hand, and Client, on the other hand. For purposes of this Agreement, the term "Equipment" shall include any software licensed, delivered or otherwise used by Client in connection with the Services, the Equipment or this Agreement. Under all circumstances, Company shall only be required to load any software on one (1) server.

37. **Environmental Considerations.** You represent and warrant that there are no hazardous substances, ultra hazardous or dangerous activities or conditions or public or private nuisance (collectively, "Hazardous Conditions") on the Premise and that there are no violations of any applicable local, state or federal law, order or court order respecting any Hazardous Conditions. Company may, in its sole and absolute discretion, immediately terminate this Agreement if this representation and warranty is not true in each and every respect.

38. **Non-Solicitation / Non-Hire.** Client acknowledges that the services rendered by the Company are facilitated by special know-how and expertise that is embodied by the Company's employees providing said services to Client, and that these services are of a special and unique nature, and that the Company has incurred substantial expense in the training and development of its employees so that they are able to provide said services. Client further acknowledges that cessation of employment with the Company by those individuals servicing Client would cause significant and immeasurable damage to the Company. Therefore, Client hereby agrees that it shall not hire or employ, directly or indirectly, any employee of the Company, or any individual who was formerly employed by the Company over the course of the twelve (12) months predating this agreement, for a period of no less than twelve (12) months following expiration or termination of this agreement without the prior written consent of a Company officer.

The following Sections are considered to be included in the Terms and Conditions when a signatory from both parties initials each section to indicate its inclusion within the Proposal and this Agreement.

U.L. Systems

39. **U.L. Certificated Systems.** If the System is certificated by Underwriters Laboratories or any similar organization, you shall pay Company's then prevailing initial and renewal certificate fees. If the System is activated without objective physical evidence of the need for such activation and Company dispatches an agent, you shall pay the Company's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. If U.L. adopts new or different requirements for the certificate issued, the Company agrees, upon receipt of your written consent, to perform all services necessary to satisfy the new or different requirements of U.L. for the certificate issued and you shall pay all fees, costs and expenses for such work at the Company's then prevailing charges.

Section 39 is included as part of this Agreement:
Customer Initials _____ Company Initials _____

40. **Communications Equipment and Services.** The System and the transmission of Data from the System, regardless of the communications equipment or communications service used, may be interrupted, circumvented or otherwise compromised. If such equipment or service is inoperative or interrupted by any natural or human cause, including the loss of a telephone line or dial tone (either because the line is cut or otherwise) or the failure of the internet connection to the Premises or the monitoring facility, there will be no indication of such interruption unless you elect to use and pay for some available form of technology that detects and reports such an interruption. You must test the System's Data transmission with the monitoring facility immediately after the installation, modification or repair of any communications equipment or communications service. The use of DSL or other broadband telephone service may prevent the System from transmitting Data to the monitoring facility or interfere with the telephone line-seizure feature of the System. (DSL or other broadband telephone service should be installed on a telephone number that is not used for System Data transmission). You may elect to use some form of back-up communication equipment or service (e.g., telephone combined with some form of wireless communication). You will need some other means of communications if and when the System transmits Data by telephone. You must confirm that your communications equipment or services are compatible with the System including after there are changes to the communications equipment or services. You must test the System periodically, at least monthly. You must immediately report (i) problems with the communications equipment or communications services to the communications provider; and (ii) problems with the System to the Company for repair service. You must pay all charges for communications equipment and communications services, including any charges for the installation, modification or repair of such communications equipment and communications services. Company shall have no responsibility for your equipment or devices or any equipment, devices or property of any communications equipment or service provider.

41. **False Alarms; Suspension of Service, Shut-Down and Lock-Out.** You agree to prevent false alarms and be solely liable for false alarms. Excessive false alarms are a material breach of this Agreement. You must pay (or reimburse Company) any fines, fees, costs, expenses and penalties assessed against you or Company by any court or governmental agency. Company may, in its sole discretion, electronically lock out the Panel to limit access to Company only. If you default under this Agreement, or upon termination of monitoring services for any reason, or if the System becomes a "runaway" system, or otherwise excessively signals Company's monitoring station without apparent reason, you authorize and empower Company to (i) remove the System from the Premises (if installation and sale price not fully paid), (ii) disconnect the System, (iii) shut-down the Panel and/or the System, (iv) render some or all of the equipment incapable of signaling locally or communicating with any monitoring station; and/or (v) refuse to unlock the Panel. The exercise of such rights shall not be deemed a waiver of Company's right to damages.

42. **Web Reporting.** If you elect to receive any form of web-based reporting or access, Company shall grant you a non-exclusive, non-transferable license to use the Internet to access a designated website, http://www.securadyne.com/hosted_managed_login.html (the "Portal"), to permit you to access, input, delete and modify information related to your account and the Services. You (i) acknowledge there is a risk unauthorized persons may gain access to the Portal and data posted on or entered into the Portal; and (ii) consent to the Company posting response and other status reports on the Portal. Except for your (a) failure to keep confidential all such information, passwords, etc., (b) use of the license or the information in any manner that negatively affects the Company, (c) use of the license or the information for any illegal purpose, or (d) violation of any applicable law, this license will continue and be coextensive with the term of this Agreement. You are solely responsible for information you input, delete or modify. Upon termination of this Agreement or termination or suspension of the license by Company, Company may, immediately and without notice, disable your access to the Portal and cancel all passwords or other access codes.

43. **Suspension of Service.** Company's obligations under this Agreement are waived automatically without notice and you release Company for all loss, damage or expense following any default or breach of this Agreement by you or if the monitoring facility, or communications equipment or services are destroyed, damaged, inoperable or malfunction for any reason whatsoever, for the duration of such interruption of service, and you shall be entitled to reimbursement of the unearned charges paid for the period of interruption on your request, which shall be the limit of Company's liability. If this Agreement is terminated or the Services are suspended or terminated for any reason, you shall (i) immediately disconnect the System from all communications equipment and services (e.g., telephone line, radio transmitter, cellular transmitter, etc.) (collectively, the "Communication Services"); and (ii) promptly provide us reasonable access to the premises to disconnect the System from the Communication Services. Upon termination of this Agreement or if the Services are suspended or terminated for any reason we may, in our sole and absolute discretion, without notice, and without any liability, remotely disable, disconnect or block the System and Data from the System from communicating with the monitoring facility.

Sections 40, 41, 42 and 43 are included as part of this Agreement:
Customer Initials _____ Company Initials _____



Video System

44. Video System Requirements. Clients whose System transmits video will (i) provide and maintain adequate power and lighting for all cameras or other video-related equipment; (ii) instruct all person who may use the Service or the System of any limitations respecting the Service or the System as set forth in this Agreement or otherwise; (iii) take all steps necessary to inform any person who may be the subject of any video and/or audio monitoring of the possibility of such monitoring, including the prominent and conspicuous display of signs or the broadcasting of periodic or intrusion-related aural announcements informing any such person of the audio and/or video monitoring while on the Premises; (iv) not use or permit the use of video data transmitted or received from cameras installed with a view where any person may have a reasonable expectation of privacy, including restrooms, dressing or changing areas, locker rooms or similar areas; (v) use some form of broadband connectivity to permit the transmission of video from any System; (vi) use the Service and video transmitted from a System to be used only for the intended purpose of providing security surveillance or management services and for no other purpose, including any criminal, illegal or otherwise unlawful activity, including invasion of or intrusion upon the privacy or seclusion or the private affairs of another or eavesdropping or for viewing, transmitting or storing sexually explicit materials; (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the System or use of each of the Services; (ix) keep confidential all passwords, account information and access codes that permit access to or the use of the Service or any System. CLIENT WILL NOT AUDIOTAPE OR EAVESDROP ON ORAL COMMUNICATIONS OF OTHERS WITHOUT HAVING SECURED ALL NECESSARY PERMISSION TO DO SO LAWFULLY.

Section 44 is included in this Agreement:
Customer Initials _____ Company Initials _____

BY SIGNING THIS AGREEMENT, YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS SET FORTH ABOVE AND INDICATE YOUR INTENT TO BE LEGALLY BOUND TO THE PROPOSAL AND THIS AGREEMENT. BY SIGNING THIS AGREEMENT, THE CLIENT REPRESENTS THAT THE PERSON SIGNING ON ITS BEHALF HAS THE AUTHORITY TO BIND THE CLIENT TO THIS PROPOSAL AND AGREEMENT.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE DESCRIPTION SET FORTH ABOVE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SECURADYNE SYSTEMS, LLC

By : _____
Sales Representative Signature

By : _____
Sales Representative Printed Name

Date : _____

CLIENT

By : _____
Client Signature

By : _____
Client Printed Name

Date : _____

Approved : _____
Authorized Representative Signature
Securadyne Systems, LLC

Authorized Representative Printed Name Date
Securadyne Systems, LLC

Place of Performance

City of Sachse
City Hall, Public Safety Building, and City Library
3815 Sachse Road
Sachse, TX 75048

Primary Point of Contact:

Lt. Marty Cassidy
City of Sachse PD
3815 Sachse Road
Sachse, TX 75048
469-429-9822
mcassidy@cityofsachse.com

Background

Securadyne Systems, LLC shall perform Camera and Reader Additions to the following locations as identified below:

Marty Cassidy has requested the additions of Cameras and Reader to the existing DNA and Milestone VMS System. Currently City of Sachse is utilizing separate Milestone Video Management Systems for the Jail area which has 25 IP cameras and the Administrative area which has deployed 20 IP cameras.

The current Storage retention at the Jail is approximately 6 months and the client requests the addition of storage that would provide 2 years total.

The following proposal outlines this solution.

Period of Performance

Project Duration and timeline will be determined post award during project kick-off meeting which will occur two (2) weeks after project award.

Scope

Reader and Camera Additions City of Sachse Library

1. Installation of iClass Reader Controls and Fixed camera at 3 Exterior Doors at City of Sachse Library:
 - a. 1 Reader and WDR Fixed camera on West Double Storefront Door:
 - i. 2 Mags, Exit Button, and DSI150i
 - b. 1 Reader and WDR Fixed camera on East Double Storefront Door:
 - i. 2 Mags, Exit Button, and DSI150i
 - c. 1 WDR Fixed camera on Single South Storefront Door
 - d. 1 Fixed camera viewing Library Counter
2. Installation of Networked Access Panels in Telecom closet nearest Single South Door that will communicate with existing Security Network
3. Installation of 4 fixed cameras will communicate via Owner Security Network to Milestone VMS in Public Safety Building
4. Provide Updated DNA SSA as needed
5. Provide Updated Milestone SSA as needed

Camera Additions to Public Safety Building

1. 2 cameras added to Corridor 110 viewing the interior of hallway (Exterior camera #C1-7 to be relocated to this area as one of the two hallway cameras).
2. 1 PTZ camera to be installed on Antenna Tower between Fire Station and Public Safety.

Camera Additions to City Hall

1. Replace existing exterior Camera #C1-7 with HD quality Fixed camera
2. Install new PTZ Camera to Corner of building for General Parking Surveillance
3. Install new Fixed Exterior Camera on South East Corner of Building
4. Install new Interior Fixed Camera in corridor 121

Fire Station Lower Level

1. Relocate Camera #C1-3 less than 1' from existing location away from down spout

Jail VMS Storage Expansion & Camera Addition

1. Provide additional Server and storage for Jail Milestone Server to allow up to 2 years storage for all existing and new cameras at 7 FPS utilizing full resolution and 33% motion retention.
2. Replace one new HD Fixed Camera in CID Interview room with Audio Capability in place of existing Camera

City Hall Replacement Cameras

1. Replace 8 existing IP cameras to Sony Outdoor HD EM632R 1920 x 1080 Cameras
2. Provide existing cameras to owner for salvage

Execution and Delivery

Securadyne will work with City of Sachse to finalize the project timeline once the project is awarded. Securadyne will need to involve the following Department Managers from City of Sachse Security, Building Engineering, and IT. All work will be performed during normal business hours Monday through Friday, 8AM EST to 5PM EST and excludes holidays and weekends. Customer acceptance will be outlined during the project kick-off meeting post award.

Equipment Provided

See attached proposal number 12401

*Quote only valid by contracting Sales Quote 12024 consisting of Software Maintenance for both DNA and Milestone

Customer/ Third-Party Furnished Property/Services

1. 110vac power at Head End equipment location
2. 110 VAC at PTZ locations as needed
3. Painting and patching if required at hard cap ceilings/walls
4. Open POE Ports for new cameras at for each building (as per original project,
5. POE Power for IO Modules
6. Network Connectivity between buildings for Security Equipment
7. Customer Assistance for Tower Camera Installation
8. Raceways to each camera/reader location
9. Any required Conduit
10. CADS of facilities to provide as builds after project completion

11. Access Hatches for equipment installation in hard ceilings
12. Access to Exterior of City Hall Building via Bucket truck for high installation area
13. Sales Quote 12410 only valid by contracting with Sales Quote 12024 consisting of Software Maintenance

Project Performance Requirements

Securadyne Systems is not aware of any special safety or security concerns at this time for project. Standard OSHA guidelines are always adhered to.



Legislation Details (With Text)

File #:	14-2567	Version:	1	Name:	CD - SH78 ADV CMTE EDC APPT CC
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	11/24/2014	In control:		In control:	City Council
On agenda:	12/1/2014	Final action:		Final action:	
Title:	Consider the appointment of Marcia L. Harris-Daniel to the State Highway 78 Plan Advisory Committee.				

Executive Summary

The Advisory Committee members will consist of members from City Council, Planning and Zoning Commission and Economic Development Corporation. The Committee will serve to guide the direction of the Plan.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Consider the appointment of Marcia L. Harris-Daniel to the State Highway 78 Plan Advisory Committee.

Executive Summary

The Advisory Committee members will consist of members from City Council, Planning and Zoning Commission and Economic Development Corporation. The Committee will serve to guide the direction of the Plan.

Background

The State Highway 78 Plan Advisory Committee was set up to have three members each from the Planning and Zoning Commission, Economic Development Corporation, and City Council. At this time the Economic Development Corporation representation is down one member due to the resignation of Mike Caldwell from the Economic Development Corporation Board.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Staff recommends that City Council appoint Marcia L. Harris-Daniel to serve on the State Highway 78 Planning Advisory Committee as a Consent Agenda Item.



Legislation Details (With Text)

File #: 14-2558 **Version:** 1 **Name:** Administer Oath of Office
Type: Agenda Item **Status:** Agenda Ready
File created: 11/19/2014 **In control:** City Council
On agenda: 12/1/2014 **Final action:**

Title: Administer Oath of Office to newly appointed Board and Commission members.

Executive Summary
 Mayor Felix will administer the Oath of Office to the new Board members appointed at the last meeting.

Sponsors:

Indexes:

Code sections:

Attachments: [Sample Oath.pdf](#)

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

Executive Summary
 Mayor Felix will administer the Oath of Office to the new Board members appointed at the last meeting.

Background
 At the November 17, 2014 meeting, the Council made final appointments to boards and commissions: Jeremy Staab &, Michelle Howarth on ZBA and Debbie Stout on ASAC. Tonight, they will receive the Oath of Office, to enable the new members to assume their office. Staff members will follow up with the appointees before their next board meeting.

Policy Considerations
 None.

Budgetary Considerations
 None.

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

In the name and by the authority of

THE STATE OF TEXAS

OATH OF OFFICE

SAMPLE

I, Scott Everett do solemnly swear, that I will faithfully execute the duties of the office of the Planning & Zoning Commissioner, of the City of Sachse, State of Texas, and will, to the best of my ability preserve, protect and defend the Constitution and laws of the United States and of this State, so help me God.

X
Affiant

SWORN TO and subscribed before me by affiant on the 18th day of November, 2013.

Signature of person administering oath

Printed Name

Title



Legislation Details (With Text)

File #: 14-2568 **Version:** 1 **Name:** CD - STAPLES STORAGE FLUM CC
Type: Agenda Item **Status:** Agenda Ready
File created: 11/24/2014 **In control:** City Council
On agenda: 12/1/2014 **Final action:**
Title: Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending Figure 3-3 Future Land Use Plan of the Sachse Comprehensive Plan; amending Table 3-2 Future Land Use Plan Acreage of the Sachse Comprehensive Plan.

Executive Summary

The applicant is requesting a change in the Future Land Use Plan designation for the property from Commercial/ Retail to Industrial. The impetus for the requested change is that the Future Land Use designation is not consistent with the proposed zoning designation that is part of a companion zoning request. Since the Zoning designation must be consistent with the Future Land Use designation, the Future Land Use change must be considered prior to the Zoning change.

Sponsors:

Indexes:

Code sections:

- Attachments:** [CD - STAPLES STORAGE FLUM CC -Presentation.pdf](#)
[CD - STAPLES STORAGE FLUM CC - ATTACHMENT 1.pdf](#)
[CD - STAPLES STORAGE FLUM CC-ATTACHMENT 2.pdf](#)
[CD - STAPLES STROAGE FLUM CC - ATTACHMENT 3.pdf](#)
[CD - STAPLES STROAGE FLUM CC - ATTACHMENT 4.pdf](#)
[CD - STAPLES STROAGE FLUM CC - ATTACHMENT 5.pdf](#)
[CD -STAPLES STORAGE ZONING ATTACHMENT 7.pdf](#)
[CD -Staples Storage FLUM CC -Draft Ord](#)
[CD -Staples Storage FLUM CC -Draft Ord EX A.pdf](#)
[CD -Staples Storage FLUM CC -Draft Ord EX C.pdf](#)
[CD -Staples Storage FLUM CC -Draft Ord EX D.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

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

Executive Summary

The applicant is requesting a change in the Future Land Use Plan designation for the property from Commercial/ Retail to Industrial. The impetus for the requested change is that the Future Land Use designation is not consistent with the proposed zoning designation that is part of a companion zoning request. Since the Zoning designation must be consistent with

the Future Land Use designation, the Future Land Use change must be considered prior to the Zoning change.

Background

The .90-acre subject property is located along the south side of State Highway 78 just west of Third Street and retains a current zoning designation of General Commercial (C-2) district. (See Attachment 1 - Aerial Location Map).

The applicant is requesting to amend the Future Land Use Map designation of the subject property from Commercial/ Retail to Industrial (See Attachment 2 for a citywide Future Land Use Map and Attachment 3 for a larger scale view showing the subject property).

The development/land uses adjacent to the subject property are as follows:

- North: Across State Highway 78 is the Original Town Sachse subdivision developed with half acre single family lots.
- South: Existing duplex and single family homes within the Brookview Estates subdivision.
- East: Existing commercial land use developed as a retail strip center.
- West: Existing commercial land use developed as a retail strip center.

Policy Considerations

The proposed amendment to the Future Land Use Map (FLUM) is necessitated by the companion zoning request. In this companion zoning request, the applicant is requesting to rezone the subject property from a General Commercial Zoning District to a Restricted Warehousing and Manufacturing zoning district. The proposed zoning change is not consistent with the FLUM designation; therefore, the FLUM amendment is required. Since the zoning designation must be consistent with the FLUM designation, the FLUM amendment must be considered prior to the zoning change.

With respect to process for amending the FLUM, the only guideline offered to amending the Future Land Use Plan is contained in Chapter 3 (page 3-10) of the Comprehensive Plan. Below is the language taken directly from this page of the Comprehensive Plan:

AMENDMENTS TO THE FUTURE LAND USE PLAN

It is recognized that circumstances will change in the future and the Comprehensive Plan will require modifications and refinements to be kept up-to-date and current. Needed adjustments and changes to the Future Land Use Plan and other components of the Land Use element should be carefully considered as part of the annual Plan updates and five-year major Plan revisions. Amendments to the Future Land Use Plan

should be subject to the same scrutiny and considered through the same public processes and procedures required in any ordinance change.

The presence of this statement indicates that when the Plan was adopted, it was recognized that Future Land Use Plan modifications and refinements would be necessary in the future. The evaluation criteria for such changes are not specifically articulated. Therefore, the evaluation of this Future Land Use Plan change will be conducted with standard measures assessed in light of existing Goals and Policies in the Comprehensive Plan.

All elements of Comprehensive Plans are integrally linked and none can be modified without impacting others. For instance, a change in the Future Land Use map would have clear impacts on such components as Transportation and Community Facilities. The evaluation in this staff report will focus largely on the Land Use element of the Comprehensive Plan.

The Comprehensive Plan offers the following Land Use Goal in Chapter 3 of the Plan:

Land Use Goal - Ensure a balanced and diverse use of land within the City while maintaining desirable rural residential character.

From this statement it appears, the City of Sachse desires to preserve its diverse use of land, ranging from higher intensity commercial and multifamily uses to lower density rural residential uses.

A survey of the FLUM viewed concurrently with existing land uses reveals that Sachse has developed consistent with the intent of the FLUM and the aforementioned "Land Use Goal". There are no clearly evident instances where the zoning of a property and subsequent development has occurred inconsistently with the FLUM adopted in 2001.

The Land Use element of the Comprehensive Plan (Attachment 4) has a number of Policies and Goals. The Policy categories directly related to this request are detailed below.

General

- Neighboring land uses should not detract from the enjoyment or value of properties.
- Potential land use impacts should be considered (noise, odor, pollution, excessive light, traffic, etc.).
- Transportation access and circulation should be provided for uses that generate large numbers of trips such as schools and large commercial areas, but should not infringe upon neighborhoods.

Residential Uses

- Residential areas should generally not be next to industrial areas.

Industrial Uses

- Industrial uses should not be directly adjacent to residential areas.
- Industrial locations should be targeted in selected industrial development areas.

In general, the request does meet the stated intent of many of the above Policies. Of the above policies, three are highlighted for education (see below).

- Neighboring land uses should not detract from the enjoyment or value of properties (General).
- Residential areas should generally not be next to industrial areas (Residential Uses).
- Industrial locations should be targeted in selected industrial development areas (Industrial Uses).

The Land Use Goals, Objectives and associated Actions were also evaluated. The most relevant instance (see below) was examined.

Land Use Goal: Ensure a balanced and diverse use of land within the City while maintaining desirable rural residential character.

Objective A: Encourage the continued development of compatible land uses by avoiding incompatible uses in close proximity to each other.

Action 1: Use the Future Land Use Plan in making development decisions to ensure compatibility between uses.

Objective E: Designate as well as maintain appropriate industrial areas.

Action 1: Minimize impacts on residential areas through transitional buffering and visual screening.

The proposed FLUM amendment is appears to be contrary to the general intent of this Goal. Specifically, it deviates from “Action 1” listed under Objective A and E.

With regard to “Action 1” under objective A, since the Plan’s adoption in 2001, the City has used the Future Land Use Plan as a guide in making its decisions.

It is staff's opinion that the FLUM amendment is not consistent with the City's comprehensive plan. Therefore, staff is recommending denial of this request.

Public Notification

Notice of this public hearing was mailed to the property owner and all other property owners within 1,000 feet of the subject property, as indicated by the most recently approved municipal tax roll and as required by Texas Local Government Code and the City of Sachse Code of Ordinances. A total of 160 notices were mailed out. As of November 24, 2014, seven responses were returned, two in favor and five opposed to the zoning request (See Attachment 7 for returned responses).

On September 8th, 2014, the Planning and Zoning Commission voted 6-0 to deny the requested change to the Future Land Use Plan.

Budgetary Considerations

None.

Staff Recommendations

Staff recommends denial of an Ordinance of the City of Sachse, Texas, amending Figure 3-3 Future Land Use Plan of the Sachse Comprehensive Plan; amending Table 3-2 Future Land Use Plan Acreage of the Sachse Comprehensive Plan.



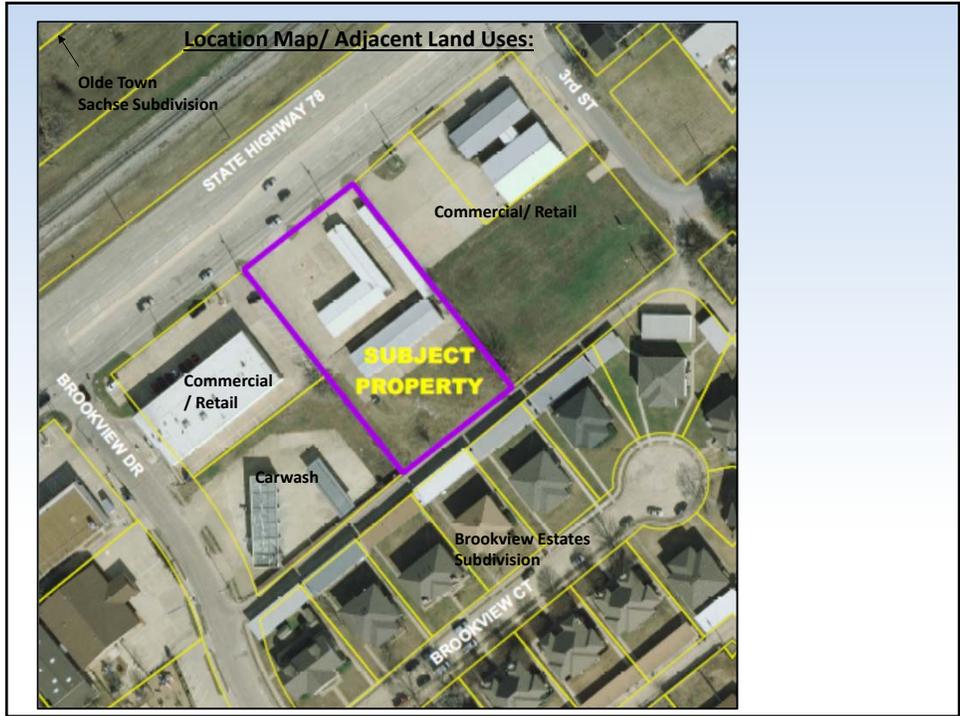
CITY COUNCIL

DECEMBER 1, 2014

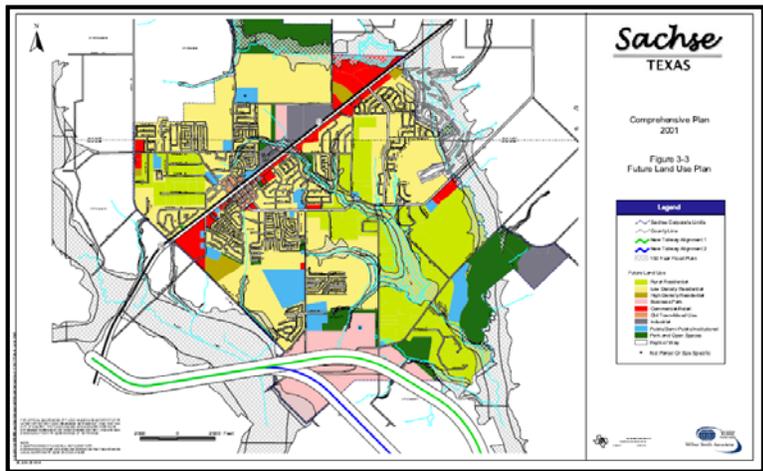
REQUEST

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





BACKGROUND FUTURE LAND USE MAP



BACKGROUND

FLU PLAN AMENDMENTS

AMENDMENTS TO THE FUTURE LAND USE PLAN

*It is recognized that **circumstances will change in the future and the Comprehensive Plan will require modifications and refinements to be kept up-to-date and current.** Needed adjustments and changes to the Future Land Use Plan and other components of the Land Use element should be carefully considered as part of the annual Plan updates and five-year major Plan revisions.*

Amendments to the Future Land Use Plan should be subject to the same scrutiny and considered through the same public processes and procedures required in any ordinance change.



POLICY CONSIDERATIONS

LAND USE GOAL

Land Use Goal – Ensure a balanced and diverse use of land within the City while maintaining a desirable rural residential character.



POLICY CONSIDERATIONS

LAND USE POLICIES – GENERAL

- Neighboring land uses should not detract from the enjoyment or value of properties.
- Potential land use impacts should be considered (noise, odor, pollution, excessive light, traffic, etc.).
- Transportation access and circulation should be provided for uses that generate large numbers of trips such as schools and large commercial areas, but should not infringe upon neighborhoods.



POLICY CONSIDERATIONS

LAND USE POLICIES (LAND USE TYPE)

Residential Uses:

- Residential areas should generally not be next to industrial areas.

Industrial Uses:

- Industrial uses should not be directly adjacent to residential areas.
- Industrial locations should be targeted in selected industrial development areas.



POLICY CONSIDERATIONS

GOALS, OBJECTIVES, AND ACTIONS

Land Use Goal – Ensure a balanced and diverse use of land within the City while maintaining desirable rural residential character.

Objective A: Encourage the continued development of compatible land uses by avoiding incompatible uses in close proximity to each other.

Action 1: Use the Future Land Use Plan in making development decisions to ensure compatibility between uses.



POLICY CONSIDERATIONS

GOALS, OBJECTIVES, AND ACTIONS

Objective E: Designate as well as maintain appropriate industrial areas.

Action 1: Minimize impacts on residential areas through transitional buffering and visual screening.

Action 3: Encourage redevelopment and improvements in the existing industrial parks.





AERIAL LOCATION MAP

STAPLES STORAGE
FILE: SUP 14-03 SUP AUTO SALES
Map Created: August 15, 2014

Sachse

TEXAS

Comprehensive Plan
2001

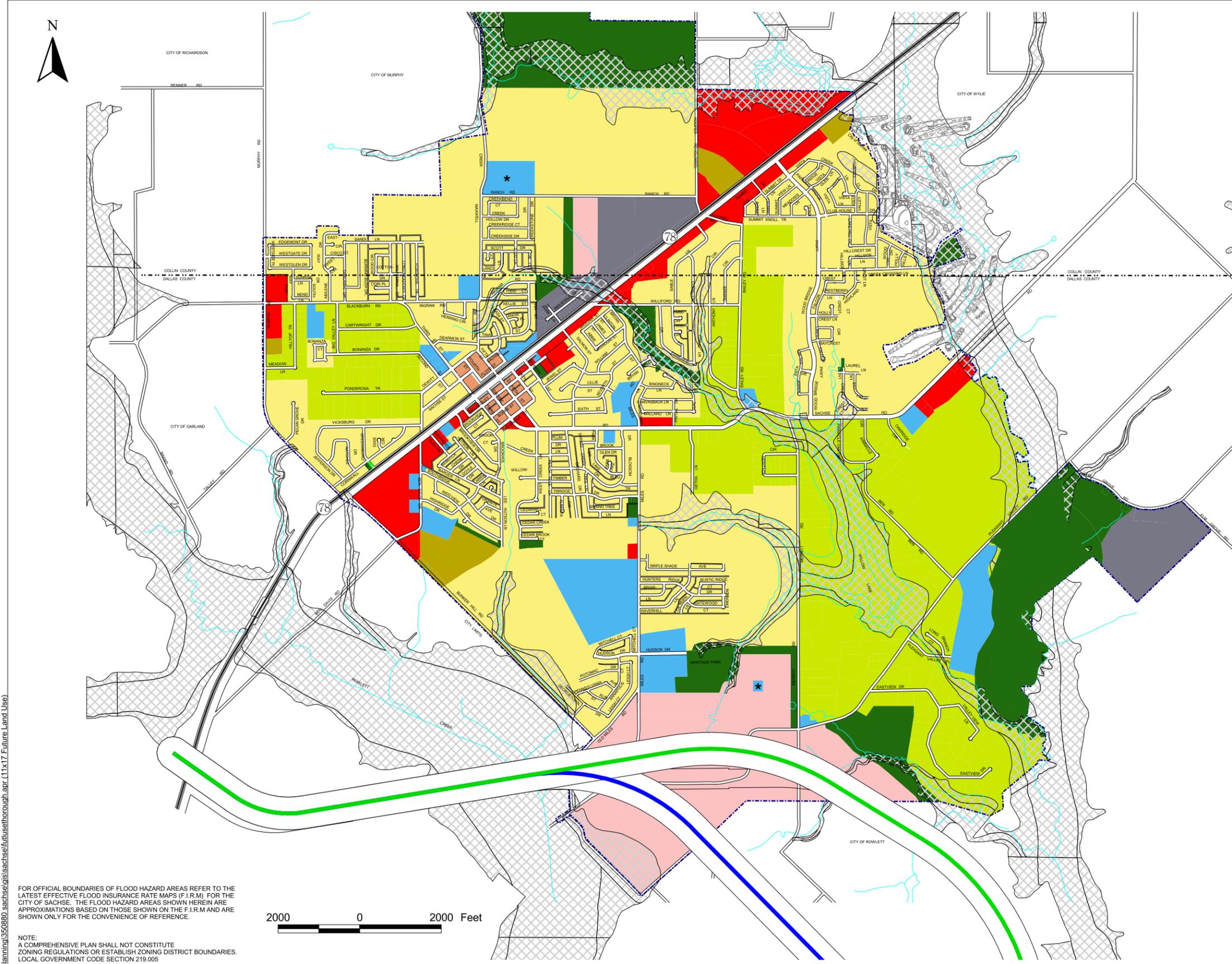
Figure 3-3
Future Land Use Plan

Legend

- Sachse Corporate Limits
- County Line
- New Tollway Alignment 1
- New Tollway Alignment 2
- 100 Year Flood Plain

Future Land Use

- Rural Residential
- Low Density Residential
- High Density Residential
- Business Park
- Commercial/Retail
- Old Town-Mixed Use
- Industrial
- Public/Semi-Public/Institutional
- Park and Open Spaces
- Right of Way
- * Not Parcel Or Size Specific



FOR OFFICIAL BOUNDARIES OF FLOOD HAZARD AREAS REFER TO THE LATEST EFFECTIVE FLOOD INSURANCE RATE MAPS (F.I.R.M.) FOR THE CITY OF SACHSE. THE FLOOD HAZARD AREAS SHOWN HEREIN ARE APPROXIMATIONS BASED ON THOSE SHOWN ON THE F.I.R.M AND ARE SHOWN ONLY FOR THE CONVENIENCE OF REFERENCE.

NOTE:
A COMPREHENSIVE PLAN SHALL NOT CONSTITUTE ZONING REGULATIONS OR ESTABLISH ZONING DISTRICT BOUNDARIES. LOCAL GOVERNMENT CODE SECTION 219.005

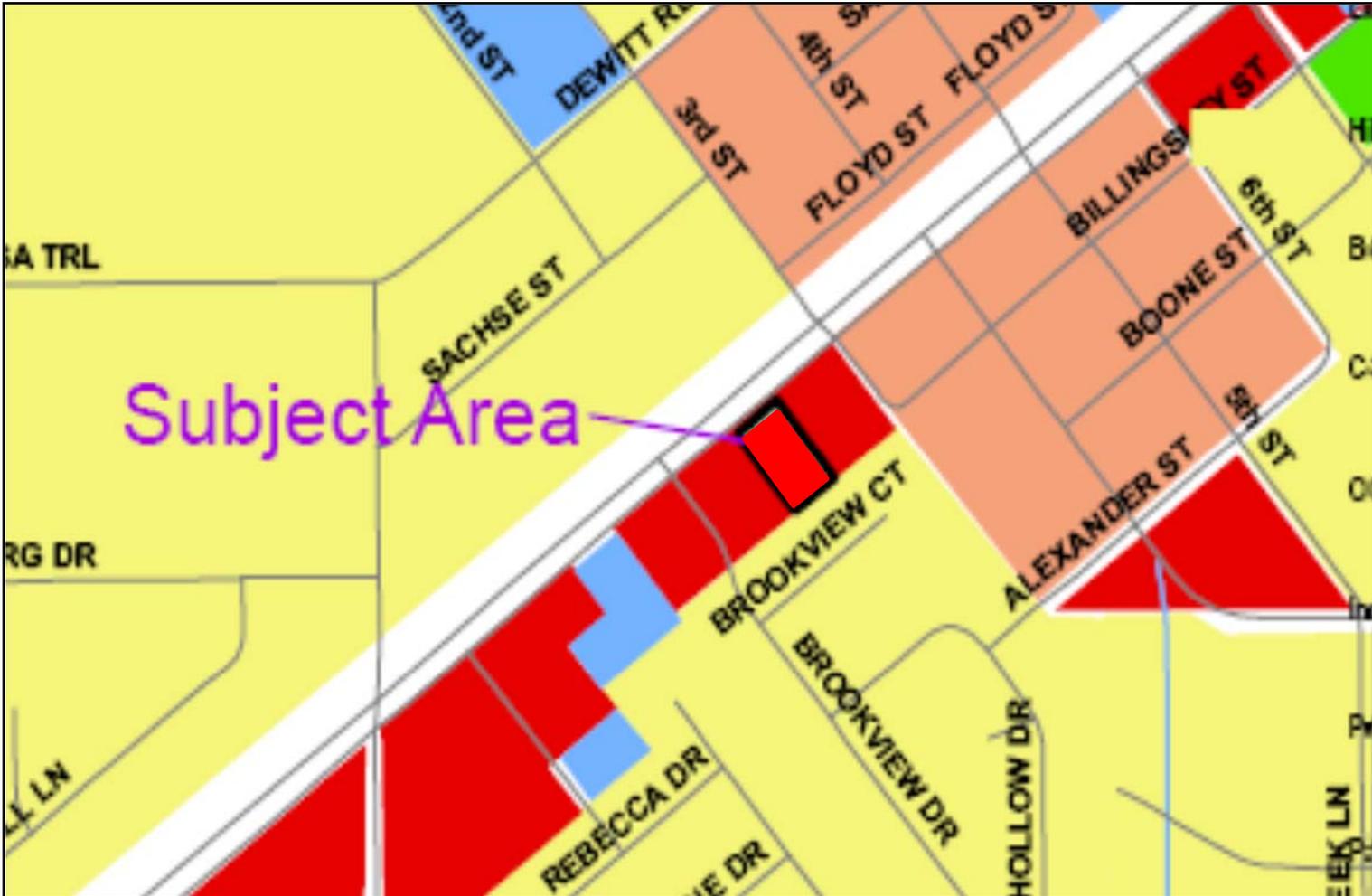
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HANTER ASSOCIATES TEXAS, LTD.
ENGINEERS/PLANNERS/SURVEYORS
214-369-9171 512-424-8716





- Low Density Residential
- High Density Residential
- Business Park
- Commercial/Retail
- Old Town-Mixed Use
- Industrial
- Public/Semi-Public/Institutional
- Park and Open Spaces



Land Use

Sachse Comprehensive Plan

The Land Use Element, a primary part of the City of Sachse's Comprehensive Plan, is the basis for guiding development and future redevelopment. This element begins with an examination of the existing land uses, and then outlines future land use requirements and defines them in the new Future Land Use Plan. The future land use designations and distribution patterns are based on the desire to retain the City's rural residential character, while balancing the need for the appropriate commercial development to supplement the fiscal demands to maintain the expected quality of life.

Located in the northeast area of the rapidly expanding Dallas-Fort Worth Metroplex, Sachse is surrounded by the cities of Garland, Richardson, Murphy, Wylie, and Rowlett, cities which are experiencing similar if not the same urbanization pressures. In the first town meeting and in subsequent neighborhood meetings, the citizens of Sachse were vocal in expressing their desire for their city to have the specific identity as a wonderful place to live with good community services, proximity to work, but removed from the pressures of higher density urban developments.

EXISTING LAND USE

Over the years, Sachse developed as a choice location for homes and families. In 2000, the majority of land use is residential, both in rural residential and planned development neighborhoods. The next highest use of land is currently agricultural or vacant land and road rights-of-way.

By identifying historic and current land uses and the physical characteristics of the City in terms of type, scale, density and location of land uses on the **Figure 3-1 - Existing Land Use Plan, 2000**, a desired pattern of future land use can be visualized. The Future Land Use Plan can then display the potential locations of where development is likely to occur in the next twenty years. Previous plans and studies, analyses of existing conditions, and development of projections and forecasts were used in determining future land uses within the City. Careful consideration must also be given to the Thoroughfare Plan, as the relationship between the Future Land Use Plan and the Thoroughfare Plan is reciprocal; one affects the other.

An inventory of land parcels was conducted within the city limits in the spring of 2000. In each area of the City the current arrangement of land use types and patterns were identified and mapped. The Existing Land Use Plan displays how the land is being used and relationships between uses. It is also used to identify urban problems and opportunities.

EXISTING LAND USE CLASSIFICATIONS

The existing land use inventory for the City of Sachse, conducted in the spring of 2000, is shown on **Figure 3-1 – Existing Land Use Plan, 2000**. This map and **Table 3-1 – Existing Land Use Acreage, 2000** depict the various land uses as they are currently utilized in the City. The existing land uses are not always consistent with established zoning districts, as they may have existed prior to the initiation of the Zoning Ordinance. It should be emphasized here that the Existing Land Use Plan is not a zoning map but rather a record of the current uses. The following uses are shown on the Existing Land Use Plan:

- ✦ Single Family Residential (Yellow) – Conventional detached dwellings
- ✦ Two Family Residential (Gold) – Two family attached dwellings
- ✦ Multiple Family Residential (Orange) – Tri-plexes, four-plexes and apartment buildings
- ✦ Public (light blue) – Public buildings and offices, facilities
- ✦ Semi- Public (dark blue) – Semi-public facilities including schools, churches, hospitals
- ✦ Commercial (red) – Offices and office buildings, general retail, wholesale
- ✦ Industrial (gray) – Light industrial office warehousing and assembly and manufacturing
- ✦ Parks and Open Space (green) – Public parks and public golf courses
- ✦ Agriculture (light green) – cultivated cropland, pastures, orchards, vineyards
- ✦ Vacant (beige) – Undeveloped with no current use

The following table indicates how many acres are in each current land use classification.

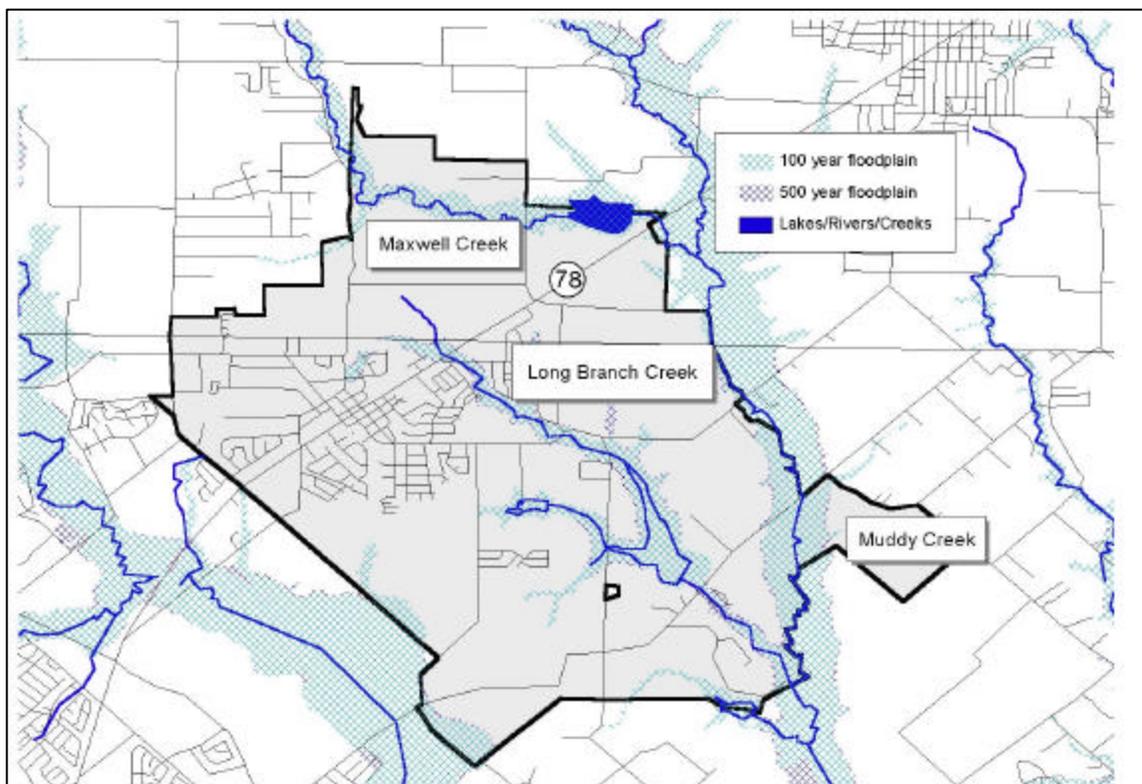
**TABLE 3-1
EXISTING LAND USE ACREAGE, 2000**

CATEGORY	ACRES	PERCENT
Single Family Residential	1561.932	25.19%
Two Family Residential	16.901	0.28%
Multi-Family	9.149	0.15%
Commercial	26.899	0.44%
Industrial	90.054	1.47%
Public	33.320	0.53%
Semi-Public/Institutional	68.866	1.12%
Parks	83.521	1.34%
Agriculture	932.547	15.14%
ROW	645.083	10.43%
Vacant	2721.786	43.91%
Total	6200.029	100.00%

ENVIRONMENTAL CONSIDERATIONS

Physical and environmental characteristics impose constraints and limitations on future growth and development in the City. As a result, these characteristics must be taken into account in determining appropriate future land uses within the City. The floodplain areas in Sachse are illustrated in **Figure 3-2 - Floodplains**. As displayed, Maxwell, Long Branch and Muddy Creeks as well as Willow Lake are in or are surrounded by the 100-year and 500-year floodplains. Floodplain areas are where rising waters will directly and frequently impact development. The floodplain areas are also illustrated on **Figure 3-3 - Future Land Use Plan**.

**FIGURE 3-2
FLOODPLAINS**



Source: Flood Insurance Rate Map (FIRM) Federal Emergency Management Agency

LAND USE POLICIES

Policies serve as a guide for decision-making and the development of goals and objectives. They should be a continual reference for city officials and city staff, and should be used to assure that goals, objectives and actions are addressed when reviewing new development and redevelopment that require zoning classification changes or amendment to the Future Land Use Plan. The following policies were considered by the Steering Committee in the development of land use considerations:

General

- ✧ Neighboring land uses should not detract from the enjoyment or value of properties.
- ✧ Potential land use impacts should be considered (noise, odor, pollution, excessive light, traffic, etc.).
- ✧ Transportation access and circulation should be provided for uses that generate large numbers of trips such as schools and large commercial areas, but should not infringe upon neighborhoods.
- ✧ Floodplain areas should not be encroached upon by future development unless there is compliance with stringent floodplain management practices.
- ✧ Environmentally sensitive areas should be protected, including wildlife habitat areas and floodplains.

Residential Uses

- ✧ Neighborhoods should be buffered from major and minor arterial streets.
- ✧ Residential and commercial areas may be adjacent if separated by a buffer.
- ✧ Residences should be close to schools, parks and community facilities.
- ✧ Homes should have direct access to residential streets, but not to primary streets.
- ✧ Neighborhoods should have good access to major streets, but major streets should not divide a neighborhood.
- ✧ Residential areas should generally not be next to industrial areas.
- ✧ Residential areas should not be adjacent to major arterials.

Commercial Uses

- ✧ Buffers should separate commercial and residential areas.
- ✧ Commercial uses should be convenient to residential areas.
- ✧ Local businesses should be located at intersections of major and minor arterial streets.
- ✧ Larger commercial centers and office buildings should be located along major thoroughfares that are designed and constructed to accommodate heavy traffic.
- ✧ Commercial parcels should be large enough to accommodate intended uses with adequate parking and suitable landscaping.
- ✧ Commercial uses should include a variety of neighborhood stores, shopping centers, office and technology complexes, and freestanding commercial sites (restaurants and gasoline stations).

Industrial Uses

- ✧ Industrial uses should not be directly adjacent to residential areas.
- ✧ There should be good access to major and minor arterials and the toll road truck routes, hazardous material routes and railroads.
- ✧ Industrial locations should be targeted in selected industrial development areas.

- ✧ Landscaping and other buffers should separate industrial uses from other uses.
- ✧ Outdoor storage should be screened along street frontages and where visible from residential areas.

Parks and Open Space

- ✧ Parks should be evenly dispersed throughout the city and include larger community parks and smaller neighborhood parks.
- ✧ There should be linkages between parks, schools, employment centers and residential areas.
- ✧ Parks are a desirable use for floodplain areas.
- ✧ Parks and open space may be used to buffer incompatible land uses.
- ✧ Natural features should be preserved in parks and open space areas.

Community Facilities

- ✧ Major facilities should be centrally located together in easily accessible areas within the community.
- ✧ Additional public safety facilities should be dispersed in appropriate service areas.
- ✧ Community facilities should be located adjacent to major streets to accommodate traffic.
- ✧ Community facilities should be accessible by trails and sidewalks.

GOALS, OBJECTIVES AND ACTIONS

Goals, objectives and actions form the basis of the Comprehensive Plan. The following goal, objectives and actions should serve as a foundation for guiding future land use within the City. They are based on accepted planning principles to encourage an orderly and well-managed community now and in the future.

To develop the appropriate future land uses in the City of Sachse, the Comprehensive Plan Steering Committee reviewed the existing land uses then worked through a series of land use map scenarios to determine what uses were really needed to ensure that Sachse would be a viable community both in the near term and long range future. Their input and the comments received at the Town Meeting and neighborhood meetings formed the basis for the development of a new land use goal with objectives and actions to achieve that goal.

Land Use Goal: Ensure a balanced and diverse use of land within the City while maintaining desirable rural residential character.

Objective A: Encourage the continued development of compatible land uses by avoiding incompatible uses in close proximity to each other.

Action 1: Use the Future Land Use Plan in making development decisions to ensure compatibility between uses.

Action 2: Review and update the zoning map and development related ordinances to ensure incompatible uses are not in close proximity to each other.

Action 3: Discourage redevelopment of current low-density residential properties to higher density uses by adhering strictly to the zoning ordinance.

Land Use

Sachse Comprehensive Plan

- Objective B:** Ensure adequate areas for local commercial development.
- Action 1: Encourage and retain existing commercial uses, especially along major thoroughfares.
 - Action 2: Ensure infrastructure serving commercial land uses is provided.
- Objective C:** Provide adequate locations for new and larger regional commercial development along major thoroughfares and buffered from residential uses.
- Action 1: Locate commercial uses along the Highway 78 and the proposed extension of the President George Bush Turnpike.
 - Action 2: Create a new "old town Sachse" in the vicinity of the original town site through zoning and business incentives.
- Objective D:** Ensure adequate areas for schools and other public facilities.
- Action 1: Ensure infrastructure serving public facilities is provided.
 - Action 2: Work with the school district to locate schools at appropriate locations in terms of traffic and infrastructure extensions.
 - Action 3: Designate areas for new City facilities
- Objective E:** Designate as well as maintain appropriate industrial areas.
- Action 1: Minimize impacts on residential areas through transitional buffering and visual screening.
 - Action 2: Provide adequate infrastructure in identified industrial areas.
 - Action 3: Encourage redevelopment and improvements in the existing industrial park.
- Objective F:** Increase accessibility of parks and open space areas to all members of the community.
- Action 1: Ensure that there is adequate acreage of parks needed for the community to meet National Parks and Recreation Association standards for future population.
 - Action 2: Identify suitable land for future parks.
 - Action 3: Use areas along creeks, floodways and Muddy Creek Reserve for walking and riding trails.
 - Action 4: Link existing and future parks through sidewalks and trails.
 - Action 5: Continue partnerships with School Districts to develop parks adjacent to school sites.
 - Action 6: Provide areas for community facilities, which are accessible and appropriately located.
- Objective G:** Continue to put emphasis on procedural administration and enforcement of development codes and ordinances.

FUTURE LAND USE PLAN

The Future Land Use Plan reflects the desired pattern of growth over the planning period and is intended to guide public and private decision making about future land use and development within the community. This plan will aid in ensuring that development occurs in an orderly and efficient manner contributing to the quality of life in Sachse. In determining the future land use, the existing uses, environmental considerations and appropriate land use guidelines and policies were considered. The Future Land Use Plan is consistent with the stated goals, objectives and policies. It is a conceptual plan and although the delineation of the uses tends to follow streets and other divisions, it is not intended to be parcel specific.

The categories for **Figure 3-3 - Future Land Use Plan** are as follows:

- ✦ Rural residential (light green) – Rural, larger lot neighborhoods.
- ✦ Low Density Residential (yellow) – Neighborhoods with conventional detached dwellings.
- ✦ High Density Residential (gold) – Tri-plexes, four-plexes, apartment buildings and assisted living centers.
- ✦ Public (blue) – Public buildings and offices, semi-public facilities including public and private schools, churches, and historical buildings.
- ✦ Original Town Site-Mixed Use (orange) – Residences and small businesses in residential type buildings compatible with the older areas.
- ✦ Commercial (red) – General retail, wholesale and office buildings.
- ✦ Business Park (peach) – Offices and office buildings, technology centers, restaurants and specialty retail.
- ✦ Industrial (gray) – Light industrial office, warehousing and assembly, and manufacturing.
- ✦ Parks and Open Space (green) – Public and private parks, trails, floodways and public golf courses.

The following table shows the amount of acreage for each land use classification of Future Land Use Plan.

**TABLE 3-2
 FUTURE LAND USE PLAN ACREAGE**

CATEGORY	ACRES*	PERCENT
Rural Residential	1358.935	21.93%
Low Density Residential	2301.088	37.11%
High Density Residential	63.053	1.02%
Commercial	251.369	4.05%
Old Town	22.412	0.36%
Business Park	529.522	8.54%
Industrial	188.532	3.04%
Public, Semi-Public/Institutional	263.177	4.24%
Parks	631.237	10.18%
ROW	590.704	9.53%
Total	6200.029	100.00%

* Note: Acreages are approximate.

In keeping with the desire of the citizens to retain the rural residential character of the City, most of the currently undeveloped areas in the City are shown in the new land use classification. Older, large lot areas are also classified as rural residential in order to preclude subdivision into smaller lots.

Commercial development is encouraged in the business and office park classifications along the proposed routes for the extension of the President George Bush Turnpike to provide additional tax base as well as provide new workplaces in Sachse. Other commercial areas are encouraged to remain and expand along Highway 78. Considering the potential for redevelopment in the older areas and original town site, a mix of residences and businesses is encouraged to provide additional commercial that will not infringe on the current residential uses.

Adequate areas should be provided for public facilities including City facilities and those for future schools (elementary, middle and high school). It should be noted that schools, parks and other public facilities are permitted uses in residential zoning districts in the current zoning ordinance.

Industrial uses remain along the railroad with a new industrial area on the far east side of the City. Additional landscape buffering should be provided in areas where industrial uses are adjacent to or front residential areas.

New park development is indicated in several areas on the northwest side of Highway 78, with the largest being the area of the closed landfill. The separate Parks Master Plan details the proposed park development as well as the proposed trail system.

RELATIONSHIP OF LAND USE TO ZONING

Zoning is a form of land use control permitted by both the federal and state governments. The applicable statutes for municipal land use and zoning are found in Section 211 of the *Texas Local Government Code*. This statute includes the requirement that zoning be in conformance with the Comprehensive Plan. When a zoning change is requested, the first step in considering the change is to see what the Future Land Use Plan has determined as the appropriate use of the property. If the use is not in conformance, the request may be denied. To grant the requested change would require that the Future Land Use Plan be amended before the zoning change could occur. This requires careful consideration to be sure that the change is in accordance with the principles, goals and objectives of the Land Use Element of the Comprehensive Plan. The use of the Future Land Use Plan in decision making relating to zoning and subdivision approvals is to ensure that development and redevelopment are consistent with the City's Comprehensive Plan. Each new development or redevelopment should be reviewed for general compliance to the plan, but this does not automatically preclude a use not identified in an area from being located there.

IMPLEMENTATION

The Future Land Use Plan is a very general plan for future land use and development. It bridges the gap between existing and future development. In using land use principles and policies it is available to guide new projects so that they may better blend into the community. The Plan is not to be considered etched in stone or viewed as zoning. The areas shown on the map are considered to be the best use of the property at the time the map was developed. The map does not attempt to predetermine the use of each individual tract, but seeks to establish a logical framework for future land use and development decisions.

The implementation tools of a Comprehensive Plan are the Zoning Ordinance, the Subdivision Regulations and the Capital Improvements Program.

The **Zoning Ordinance** and the zoning map should not to be confused with land use, nor are the maps for zoning and land use interchangeable. While the Future Land Use Plan expresses the desirable land use, the zoning map indicates the permitted use of the property in accordance with the Zoning Ordinance for the district in which it is located. In some cases the current use of the property is not a permitted use, having been in existence prior to the adoption of the Zoning Ordinance. In such cases, the non-conforming use is "grandfathered" as

Land UseSachse Comprehensive Plan

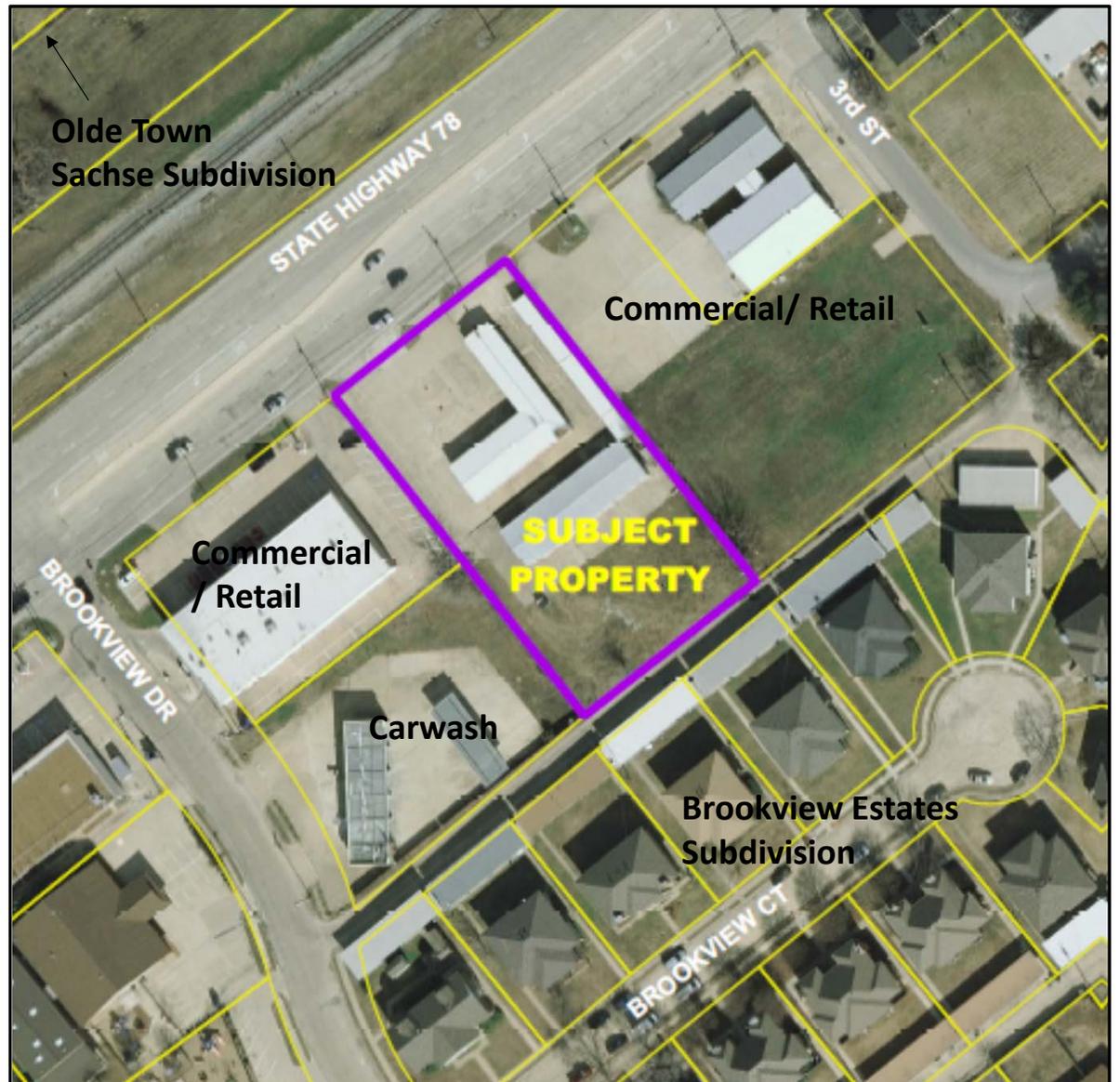
long as it continues in operation. However, should the non-conforming use cease for a specified period of time, the property use must be in compliance with the permitted uses in the zoning districts and in accordance with the land use map.

The **Subdivision Regulations** govern the division of land and the platting process. Plat requirements should conform to the zoning district in which the new subdivision is located. The Subdivision Regulations also work with the **Capital Improvements Program** to guide general development and the expenditures for infrastructure needs. Easements, rights-of-way, and the location of parks and public facilities are included in the requirements of both of these tools. Other implementation tools are the new landscape ordinance and the Building Code.

AMENDMENTS TO THE FUTURE LAND USE PLAN

It is recognized that circumstances will change in the future and the Comprehensive Plan will require modifications and refinements to be kept up-to-date and current. Needed adjustments and changes to the Future Land Use Plan and other components of the Land Use element should be carefully considered as part of the annual Plan updates and five-year major Plan revisions. Amendments to the Future Land Use Plan should be subject to the same scrutiny and considered through the same public processes and procedures required in any ordinance change.

Attachment 5
Adjacent Land Uses:



TIME RECEIVED
August 30, 2014 9:49:11 AM CDT
08/29/2014 06:11 9722346160

REMOTE CSID
9722346160

DURATION
70
COMPUTER_JUNCTION

PAGES
1

STATUS
Received
PAGE 01/01



Community Development Department

NOTICE OF PUBLIC HEARING

TO: Property Owner
DATE: August 28, 2014
RE: Zoning Change from General Commercial 2 (C-2) to Industrial 1 (I-1) with a Special Use Permit for Automobile Sales
LOCATION: This property is located at 5708 Highway 78 (A location map depicting the 1,000-foot notification area is attached for reference.)

EXPLANATION OF REQUEST: The applicant is requesting a Zoning Change from General Commercial 2-(C-2) to Industrial 1 (I-1) with a Special Use Permit (SUP) specifically to allow for Automobile Sales.

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

COMMENTS: Please full time on site personnel
Improve curb appeal Already have U-Haul display, CAR lot
would be better cosmetically

SIGNATURE: John Staples
PRINTED NAME: JOHN STAPLES
ADDRESS: 205 Cliffbrook Dr. Wylie TX 75098

Your written comments are being solicited in the above case. Additional information is available through the Community Development Department located at 3815-B Sachse Road. The Planning and Zoning Commission will hold a public hearing and offer a formal recommendation of the above request at 7:00pm on Monday, September 8, 2014. The meeting will be conducted in the City Council Chambers, located at 3815-B Sachse Road, Sachse, Texas.

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

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

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



NOTICE OF PUBLIC HEARING

TO: Property Owner
DATE: August 28, 2014
RE: Zoning Change from General Commercial 2 (C-2) to Industrial 1 (I-1) with a Special Use Permit for Automobile Sales
LOCATION: This property is located at 5708 Highway 78 (A location map depicting the 1,000-foot notification area is attached for reference.)

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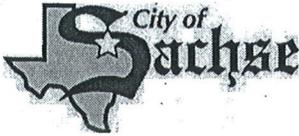
- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: See no problem if a person is having financial problem or personal problem

SIGNATURE: Donald Harp - Donna Harp
PRINTED NAME: DONALD HARP - DONNA HARP
ADDRESS: 2808 4th Street Sachse Tex 75048

Your written comments are being solicited in the above case. Additional information is available through the Community Development Department located at 3815-B Sachse Road. The Planning and Zoning Commission will hold a public hearing and offer a formal recommendation of the above request at 7:00pm on Monday, September 8, 2014. The meeting will be conducted in the City Council Chambers, located at 3815-B Sachse Road, Sachse, Texas. Any owner of property subject to a proposed rezoning or affected by a proposed rezoning may protest the rezoning by filing a written protest (this form is sufficient) with the Director of Community Development within the time specified above. The protest shall object to the zoning map amendment, contain a legal description of the property on behalf of which the protest is made, and be signed by the owner of the property. If protests in the form of opposition are received from property owners within 200 feet of the subject property, or the property owners own a combined minimum of 20 percent or more of the land area, approval by the City Council shall only occur with a concurring vote of at least three-fourths of the full membership of the City Council.

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SEP 09 2014

Community Development Department

NOTICE OF PUBLIC HEARING

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

I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Enough business in this old neighborhood.
The noise from all these businesses is disgusting.
Many elderly people who are retired & can't afford homes to move.

SIGNATURE: Carolyn Bratcher

PRINTED NAME: CAROLYN BRATCHER

ADDRESS: 5744 Billingsley SACHSE, TX 75048

Your written comments are being solicited in the above case. Additional information is available through the Community Development Department located at 3815-B Sachse Road. The Planning and Zoning Commission will hold a public hearing and offer a formal recommendation of the above request at 7:00pm on Monday, September 8, 2014. The meeting will be conducted in the City Council Chambers, located at 3815-B Sachse Road, Sachse, Texas.

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 Sachse, TX 75048
 FAX: (972) 675-9812

Sachse needs some businesses beside vapor stores, tattoo parlors, beer joints, etc!



**Community Development
Department**

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

COMMENTS: **An automobile sales has the potential to downgrade the property of homes around it. They are usually not kept clean and can turn into an auto repair lot which will become an eye sore for the surrounding properties. We already have such with the abundant car wash on Brookview Drive. Please insist the owners keep it clean.**

SIGNATURE: *Jimmie B. Roberts*
PRINTED NAME: **Jimmie B. Roberts**
ADDRESS: **5540 Brookview Ct. # C**
 Sachse, TX. 75048 **214-802-1822**

Your written comments are being solicited in the above case. Additional information is available through the Community Development Department located at 3815-B Sachse Road. The Planning and Zoning Commission will hold a public hearing and offer a formal recommendation of the above request at 7:00pm on Monday, September 8, 2014. The meeting will be conducted in the City Council Chambers, located at 3815-B Sachse Road, Sachse, Texas.

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Community Development Department

NOTICE OF PUBLIC HEARING

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

COMMENTS: Dont want city to look as Trashy
as GARLAND + And thats the direction
it looks like its going

SIGNATURE: Julie Hostrop
 PRINTED NAME: JULIE HOSTROP
 ADDRESS: 3203 Meadowcreek

Your written comments are being solicited in the above case. Additional information is available through the Community Development Department located at 3815-B Sachse Road. The Planning and Zoning Commission will hold a public hearing and offer a formal recommendation of the above request at 7:00pm on Monday, September 8, 2014. The meeting will be conducted in the City Council Chambers, located at 3815-B Sachse Road, Sachse, Texas.

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If you have any questions concerning this request, please contact the Community Development Department. Phone: (469) 429-4781 Email: dmcginn@cityofsachse.com	RETURN BY FAX OR MAIL City of Sachse Community Development Dept. 3815-B Sachse Road Sachse, TX 75048 FAX: (972) 675-9812
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3815 Sachse Road, Building B, Sachse, Texas 75048 Phone: (469) 429-4781 Fax: (972) 675-9812



**Community Development
Department**

NOTICE OF PUBLIC HEARING

TO: Property Owner
DATE: August 28, 2014
RE: Zoning Change from General Commercial 2 (C-2) to Industrial 1 (I-1) with a Special Use Permit for Automobile Sales

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

I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: NOT interested in car lot already tried of
looking at 12 HARD TRUCKS

SIGNATURE: Praveen Sethi
PRINTED NAME: PRAVEEN SETHI
ADDRESS: 5634 HWY 78

Your written comments are being solicited in the above case. Additional information is available through the Community Development Department located at 3815-B Sachse Road. The Planning and Zoning Commission will hold a public hearing and offer a formal recommendation of the above request at 7:00pm on Monday, September 8, 2014. The meeting will be conducted in the City Council Chambers, located at 3815-B Sachse Road, Sachse, Texas.

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TIME RECEIVED

September 7, 2014 11:03:52 AM CDT

REMOTE CSID

972 422 7593

DURATION

116

PAGES

2

STATUS

Received

Sep 07 14 09:50a

Sambina Properties

972-422-7593

p.1



Community Development Department

NOTICE OF PUBLIC HEARING

TO: Property Owner
 DATE: August 28, 2014
 RE: Zoning Change from General Commercial 2 (C-2) to Industrial 1 (I-1) with a Special Use Permit for Automobile Sales
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I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: NOT interested in parcel next to mine!

SIGNATURE: Praveen Sethi
 PRINTED NAME: Praveen Sethi
 ADDRESS: 5708 Hwy 78 Sachse TX 75048

Your written comments are being solicited in the above case. Additional information is available through the Community Development Department located at 3815-B Sachse Road. The Planning and Zoning Commission will hold a public hearing and offer a formal recommendation of the above request at 7:00pm on Monday, September 8, 2014. The meeting will be conducted in the City Council Chambers, located at 3815-B Sachse Road, Sachse, Texas.

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TIME RECEIVED
September 3, 2014 10:02:22 AM CDT

REMOTE CSID

DURATION
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PAGES
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STATUS
Received



Community Development Department

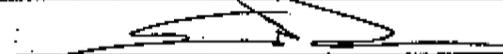
NOTICE OF PUBLIC HEARING

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

COMMENTS: I already have a highway to contend with when I exit my street. The last thing I want is an auto lot there that I have to stare at when I am waiting to turn out that highway.

SIGNATURE: 
PRINTED NAME: Samuel Downs
ADDRESS: 5211 Brookview Dr. Sachse, TX, 75048

Your written comments are being solicited in the above case. Additional information is available through the Community Development Department located at 3815-B Sachse Road. The Planning and Zoning Commission will hold a public hearing and offer a formal recommendation of the above request at 7:00pm on Monday, September 8, 2014. The meeting will be conducted in the City Council Chambers, located at 3815-B Sachse Road, Sachse, Texas.

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING FIGURE 3-3 FUTURE LAND USE PLAN OF THE SACHSE COMPREHENSIVE PLAN; AMENDING TABLE 3-2 FUTURE LAND USE PLAN ACREAGE OF THE SACHSE COMPREHENSIVE PLAN; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sachse Comprehensive Plan is intended to capture the policy direction and priorities of the City; and

WHEREAS, the Land Use Section of the Comprehensive Plan, including the Future Land Use Plan, serves as a general guide for long range growth and development of the community's land uses; and

WHEREAS, an updated Future Land Use Plan is necessary for accommodating growth estimates of the City and for the orderly development of the community; and

WHEREAS, the Planning and Zoning Commission and the governing body of the City of Sachse, in compliance with the laws of the State of Texas and the ordinances of the City of Sachse have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all the people within the City of Sachse; and in the exercise of its legislative discretion, have concluded that the Land Use Section of the Comprehensive Plan should be amended;

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

SECTION 1. That the Comprehensive Plan and Future Land Use Map of the City of Sachse, Texas, as heretofore amended, be and the same are hereby further amended to grant a change in Future Land Use designation from Commercial/Retail to Industrial on an approximately .90-acre tract of land generally located along the south side of State Highway 78, just west of Third Street, City of Sachse, Dallas County, Texas being more particularly described by metes and bounds in Exhibit "A".

SECTION 2. That Figure 3-3 of the Sachse Comprehensive Plan, the Future Land Use Plan, is hereby amended as shown on Exhibit "C," attached hereto and incorporated herein by reference.

SECTION 3. That Table 3-2 of the Sachse Comprehensive Plan, the Future Land Use Plan Acreage, is hereby amended as shown on Exhibit "D," attached hereto and incorporated herein by reference.

SECTION 4. 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 5. 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 Plan as a whole.

SECTION 6. That 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.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas, this the _____ day of _____, 2014.

APPROVED:

Mike Felix
Mayor

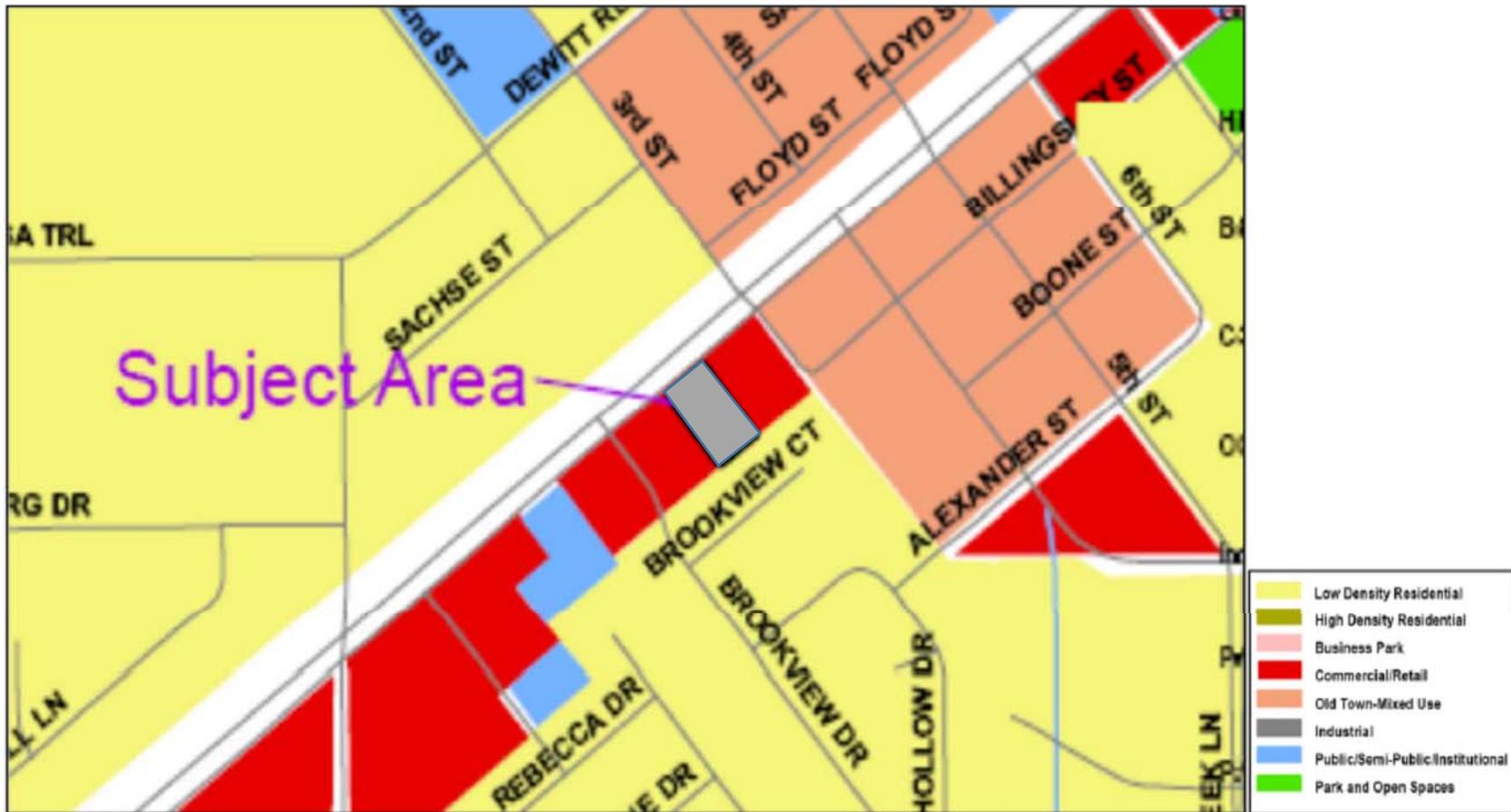
DULY ENROLLED:

Terry Smith
City Secretary

APPROVED AS TO FORM:

Peter G. Smith
City Attorney
(PGS:10-31-14:TM 68947)

Exhibit C



**TABLE 3-2
FUTURE LAND USE PLAN ACREAGE**

CATEGORY	ACRES*	PERCENT
Rural Residential	1358.935	19.42%
Low Density Residential	2301.088	39.61%
High Density Residential	63.053	1.02%
Commercial	251.369	4.05%
Old Town	22.412	0.36%
Business Park	529.522	8.54%
Industrial	188.532	3.04%
Public, Semi-Public/Institutional	263.177	4.24%
Parks	631.237	10.18%
ROW	590.704	9.53%
Total	6200.029	100.00%

*Note: Acreages are approximate.



Legislation Details (With Text)

File #:	14-2569	Version:	1	Name:	CD - STAPLES STORAGE ZONING CC
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	11/24/2014	In control:		In control:	City Council
On agenda:	12/1/2014	Final action:		Final action:	

Title: Conduct a public hearing and consider 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 a General Commercial District (C-2) to a Restricted Manufacturing / Warehousing District (I-1) with a Special Use Permit on an approximately .90 acre tract of land, more particularly described in Exhibit "A" and located along the south side of State Highway 78, just west of Third Street, City of Sachse, Dallas County, Texas; providing for the approval of the Zoning Concept Plan attached as Exhibit "B".

Executive Summary

The applicant is requesting to rezone the subject property from its existing General Commercial zoning district to a Restricted Manufacturing and Warehousing zoning district with a Special Use Permit.

Sponsors:

Indexes:

Code sections:

- Attachments:**
- [CD -STAPLES STORAGE ZONING PRESENTATION](#)
 - [CD -STAPLES STORAGE ZONING ATTACHMENT 1.pdf](#)
 - [CD - STAPLES STORAGE ZONING ATTACHMENT 2.pdf](#)
 - [CD - STAPLES STORAGE ZONING.SURVEY. ATTACHMENT .pdf3](#)
 - [CD - STAPLES STORAGE ZONING.FLUM MAP. ATTACHMENT 4.pdf](#)
 - [CD - STAPLES STORAGE ZONING.CONCEPT PLAN. ATTACHMENT 5.pdf](#)
 - [CD - STAPLES STORAGE ZONING. LETTER . ATTACHMENT 6.pdf](#)
 - [CD -STAPLES STORAGE ZONING ATTACHMENT 7.pdf](#)
 - [CD -Staples Storage Zoning CC -Draft Ord.pdf](#)
 - [CD -Staples Storage Zoning CC -Draft Ord EX A.pdf](#)
 - [CD -Staples Storage Zoning CC -Draft Ord EX B.pdf](#)

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

Title

Conduct a public hearing and consider 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 a General Commercial District (C-2) to a Restricted Manufacturing / Warehousing District (I-1) with a Special Use Permit on an approximately .90 acre tract of land, more particularly described in Exhibit "A" and located along the south side of State Highway 78, just west of Third Street, City of Sachse, Dallas County, Texas; providing for the approval of the Zoning Concept Plan attached as Exhibit "B".

Executive Summary

The applicant is requesting to rezone the subject property from its existing General Commercial zoning district to a Restricted Manufacturing and Warehousing zoning district with a Special Use Permit.

Background

The .90-acre subject property is located along the south side of State Highway 78, just west of Third Street and retains a current zoning designation of General Commercial (C-2) district. (See Attachment 1 - Aerial Location Map and Attachment 2 - Zoning Identification Map). The applicant is requesting to rezone the subject property to a Restricted Manufacturing / Warehousing District (I-1) with a Special Use Permit.

Site Information

The subject property is approximately .90 acres and has 145 feet of frontage along State Highway 78. The property is currently developed with a self-storage facility identified as, "Staples Storage" that was originally constructed in 1984. The self-storage facility was a permitted use under the previous zoning ordinance (1973) for the C-2 zoning district. Amendments to the Zoning Ordinance over the years have removed this as an allowed use within the C-2 zoning district and caused the existing business to become non-conforming or a grandfathered use within the C-2 zoning district. The use can continue but no expansion would be permitted under the current zoning district.

The subject property was approved for a Special Use Permit back in February of 2004, to allow for the storage and operation of six (6) U-Haul vehicles. The property is not actively being utilized for U-Haul rentals at this time.

The development/land uses adjacent to the subject property are as follows:

- North: Across State Highway 78 is the Original Town Sachse subdivision developed with half acre single family lots.
- South: Existing single family homes within the Brookview Estates subdivision.
- East: Existing commercial land use developed as a retail strip center.
- West: Existing commercial land use developed as a retail strip center.

The Future Land Use designation for the subject property is Commercial/ Retail (See Attachment 4 for a copy of the Future Land Use Plan). The Comprehensive Plan describes Commercial/ Retail as "general retail, wholesale, and office buildings". The expansion of the self-storage and automobile sales uses associated with the proposed Industrial rezoning are

not consistent with the Future Land Use Plan. Therefore, the property owner is requesting an amendment to the Future Land Use Map concurrent with this zoning request.

Policy Considerations

The zoning request is to rezone the subject property from its existing General Commercial (C-2) district zoning designation to a Restricted Manufacturing / Warehousing District (I-1) zoning designation with a Special Use Permit.

The proposed zoning change request would allow the applicant to expand the existing self-storage facility and allow automobile sales on the subject property. The proposed rezoning would also allow the property to be redeveloped in the future with any of the allowed uses within the Restricted Manufacturing / Warehousing District (I-1) zoning district. Land uses within this district are generally not compatible with the residential land uses.

The proposed Restricted Manufacturing / Warehousing District (I-1) zoning district is intended primarily for the conduct of manufacturing, assembly plants, and warehousing. These uses do not depend primarily on frequent personal visits of customers or clients, but usually require good accessibility to major rail, air or street transportation facilities. The proposed use of the property for industrial development is not compatible with the existing residential uses on adjacent properties.

The site will access State Highway 78 and will not be permitted to access the alley to the rear of the subject property.

Public Notification

Notice of this public hearing was mailed to the property owner and all other property owners within 1,000 feet of the subject property, as indicated by the most recently approved municipal tax roll and as required by Texas Local Government Code and the City of Sachse Code of Ordinances. A total of 160 notices were mailed out. As of November 24, 2014, seven responses were returned, two in favor and five opposed to the zoning request (See Attachment 7 for returned responses).

In summary, due to the fact that the proposed zoning request is not consistent with the Future Land Use category of Commercial/ Retail, staff is recommending denial of this request.

On September 8th, 2014, the Planning and Zoning Commission voted 6-0 to deny the requested zoning change.

Budgetary Considerations

None.

Staff Recommendations

Staff recommends denial 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 a General Commercial District (C-2) to a Restricted Manufacturing / Warehousing District (I-1) with a Special Use Permit on an approximately .90 acre tract of land, more particularly described in Exhibit "A" and located along the south side of State Highway 78, just west of Third Street, City of Sachse, Dallas County, Texas; providing for the approval of the Zoning Concept Plan attached as Exhibit "B".



CITY COUNCIL

DECEMBER 1, 2014

REQUEST

Conduct a public hearing and consider 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 **the General Commercial District (C-2) to a Restricted Manufacturing / Warehousing District (I-1) with a Special Use Permit** on an approximately .90 acre tract of land, more particularly described in (Exhibit A –Property Survey) and located along the south side of State Highway 78, just west of Third Street, City of Sachse, Dallas County, Texas; providing for the approval of the Zoning Concept Plan approved (Exhibit B -Concept Plan).



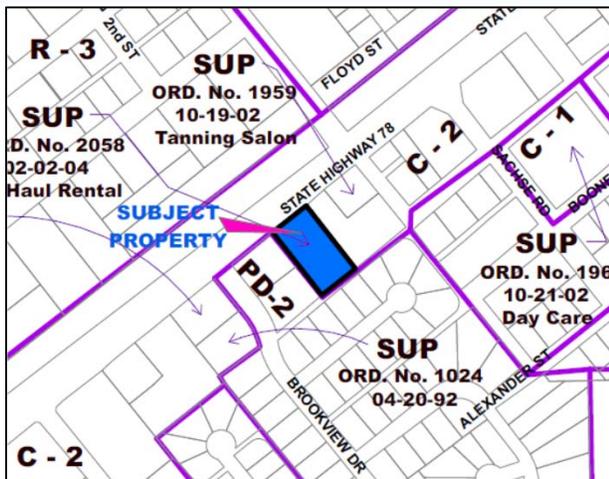
BACKGROUND

AERIAL LOCATION MAP

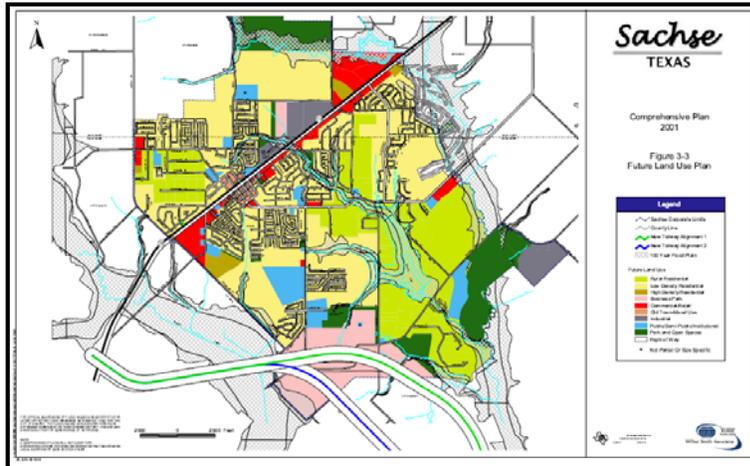


BACKGROUND

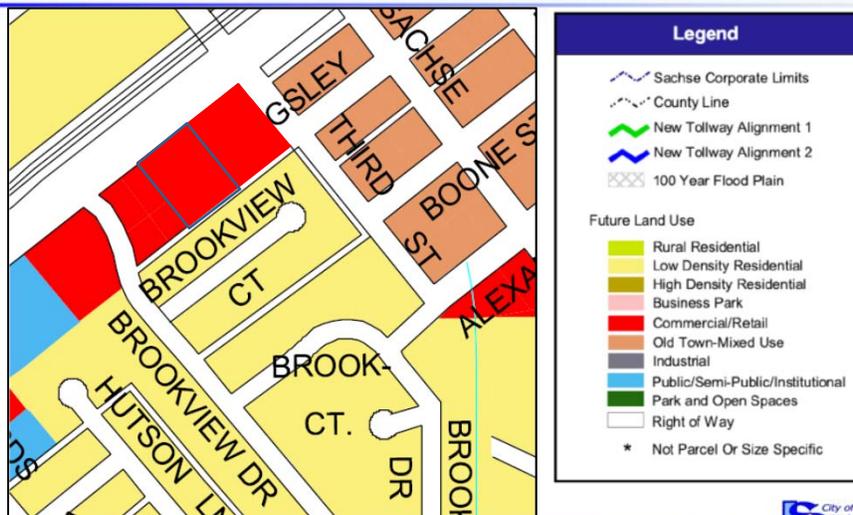
ZONING MAP



BACKGROUND FUTURE LAND USE MAP



BACKGROUND FUTURE LAND USE MAP



BACKGROUND

SITE INFORMATION

- ❑ Site Area: .90 acres
- ❑ Currently developed as a self-storage facility (Staples Storage)
- ❑ Existing Future Land Use designation: Commercial/ Retail
- ❑ Proposed Future Land Use designation: Industrial
- ❑ Existing Zoning designation: General Commercial District with a Special Use Permit (2-2-04) (C-2 SUP)
- ❑ Proposed Zoning designation: Restricted Manufacturing and Warehousing District (I-1 –SUP)



BACKGROUND



POLICY CONSIDERATIONS

LAND USE POLICIES

Residential Uses:

- Residential areas should generally not be next to industrial areas.

Industrial Uses:

- Industrial uses should not be directly adjacent to residential areas.
- Industrial locations should be targeted in selected industrial development areas.



POLICY CONSIDERATIONS

GOALS, OBJECTIVES, AND ACTIONS

Land Use Goal – Ensure a balanced and diverse use of land within the City while maintaining desirable rural residential character.

Objective A: Encourage the continued development of compatible land uses by avoiding incompatible uses in close proximity to each other.

Action 1: Use the Future Land Use Plan in making development decisions to ensure compatibility between uses.



POLICY CONSIDERATIONS

GOALS, OBJECTIVES, AND ACTIONS

Objective E: Designate as well as maintain appropriate industrial areas.

Action 1: Minimize impacts on residential areas through transitional buffering and visual screening.

Action 3: Encourage redevelopment and improvements in the existing industrial parks.



PUBLIC NOTIFICATION

FEEDBACK



- 160 Property Owners within 1,000-feet notified
 - 2 – in favor
 - 5 - opposed



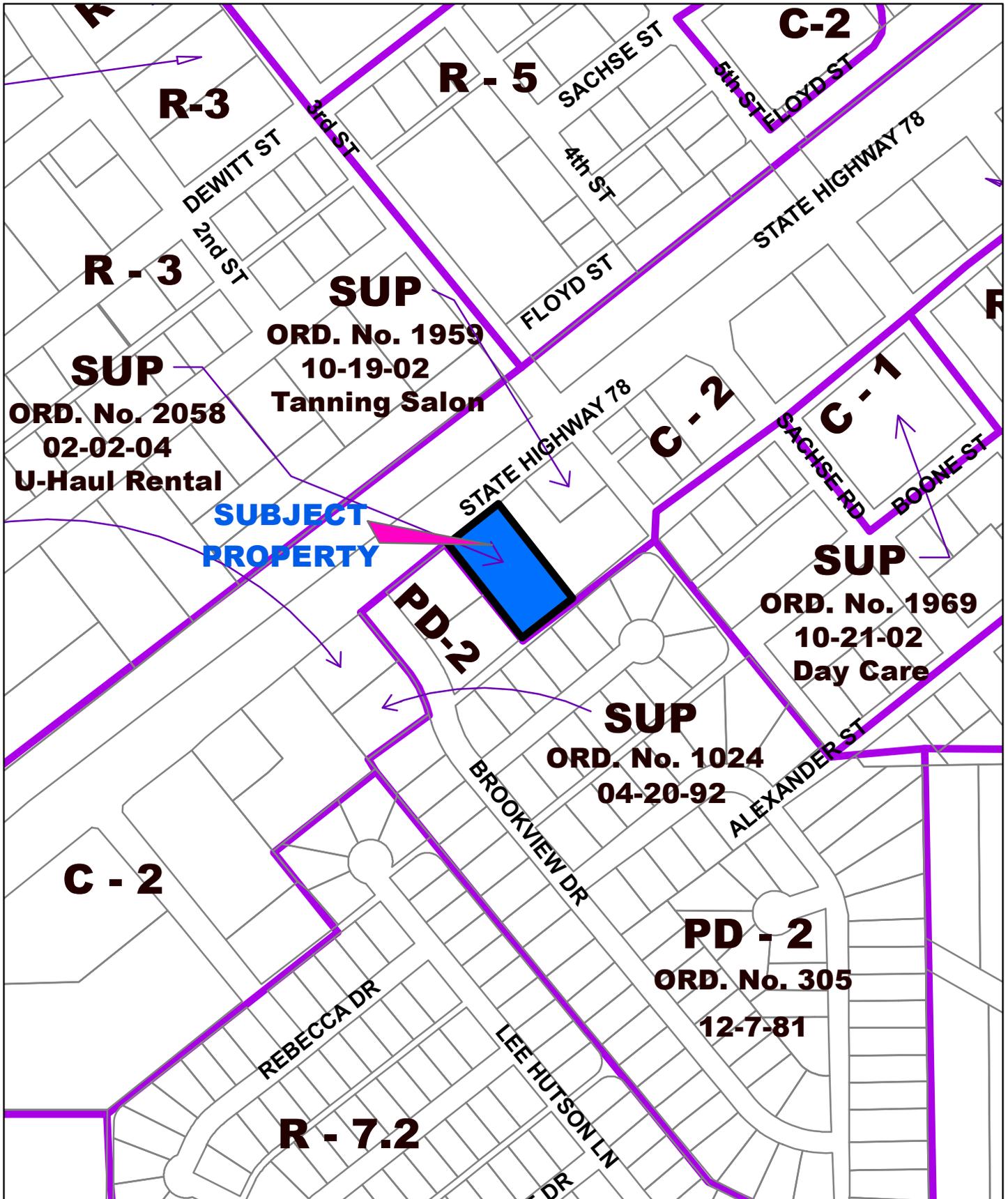
STAFF RECOMMENDATION

Planning and Zoning Commission recommended denial of the request with a 6-0 vote at the September 8, 2014 meeting.

Staff recommends denial of the zoning request.







ZONING IDENTIFICATION MAP
 STAPLES STORAGE C2 TO I1
 FILE: SUP 14-03 AUTO SALES
 Map Created: August 15, 2014

Sachse

TEXAS

Comprehensive Plan
2001

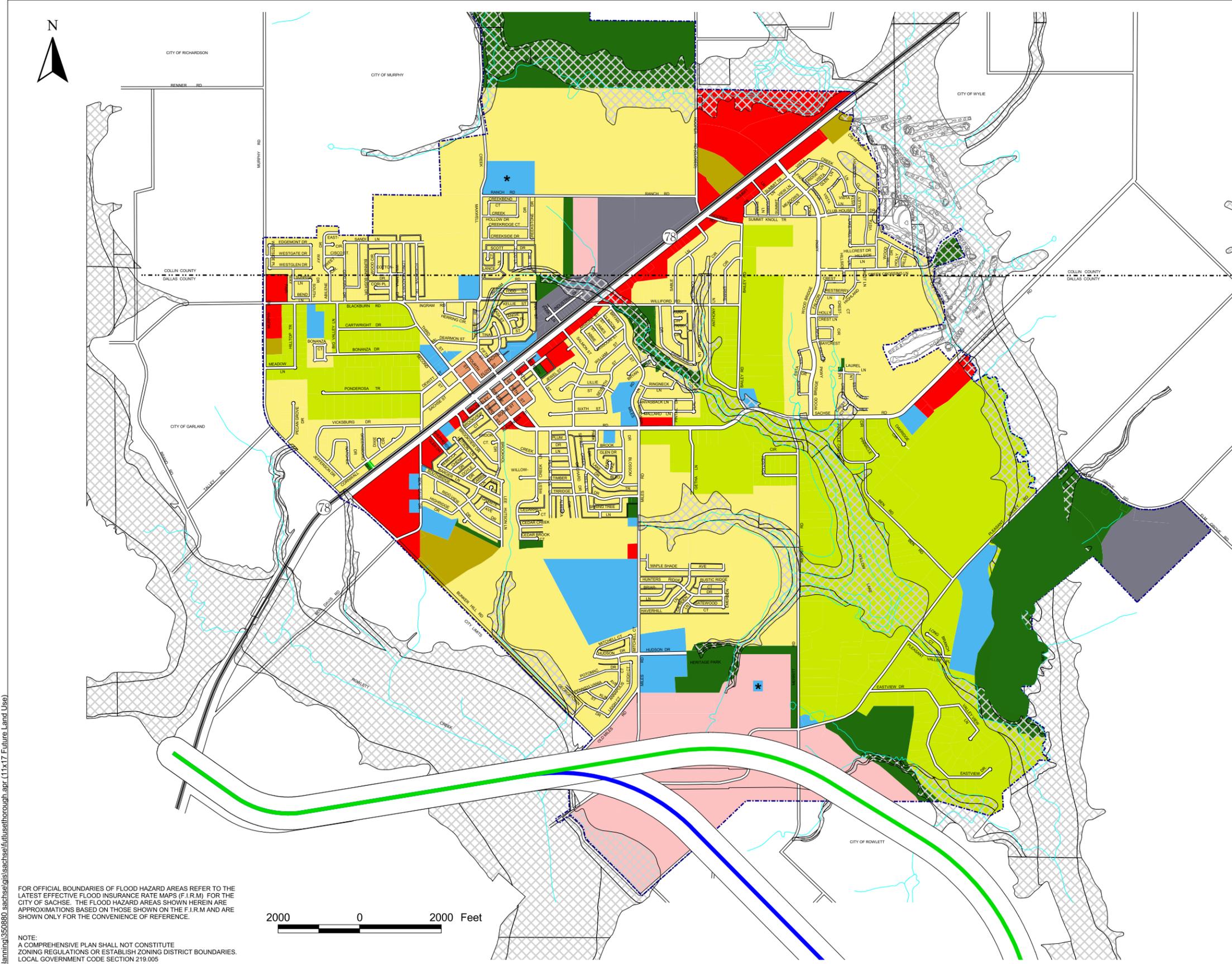
Figure 3-3
Future Land Use Plan

Legend

- Sachse Corporate Limits
- County Line
- New Tollway Alignment 1
- New Tollway Alignment 2
- 100 Year Flood Plain

Future Land Use

- Rural Residential
- Low Density Residential
- High Density Residential
- Business Park
- Commercial/Retail
- Old Town-Mixed Use
- Industrial
- Public/Semi-Public/Institutional
- Park and Open Spaces
- Right of Way
- * Not Parcel Or Size Specific



FOR OFFICIAL BOUNDARIES OF FLOOD HAZARD AREAS REFER TO THE LATEST EFFECTIVE FLOOD INSURANCE RATE MAPS (F.I.R.M.) FOR THE CITY OF SACHSE. THE FLOOD HAZARD AREAS SHOWN HEREIN ARE APPROXIMATIONS BASED ON THOSE SHOWN ON THE F.I.R.M AND ARE SHOWN ONLY FOR THE CONVENIENCE OF REFERENCE.

NOTE:
A COMPREHENSIVE PLAN SHALL NOT CONSTITUTE ZONING REGULATIONS OR ESTABLISH ZONING DISTRICT BOUNDARIES. LOCAL GOVERNMENT CODE SECTION 219.005

2000 0 2000 Feet

H:\planning\350880_sachse\gis\sachse\futureuse\borough.apr.11x17\Future_Land_Use
 25 JUN 02 9:04



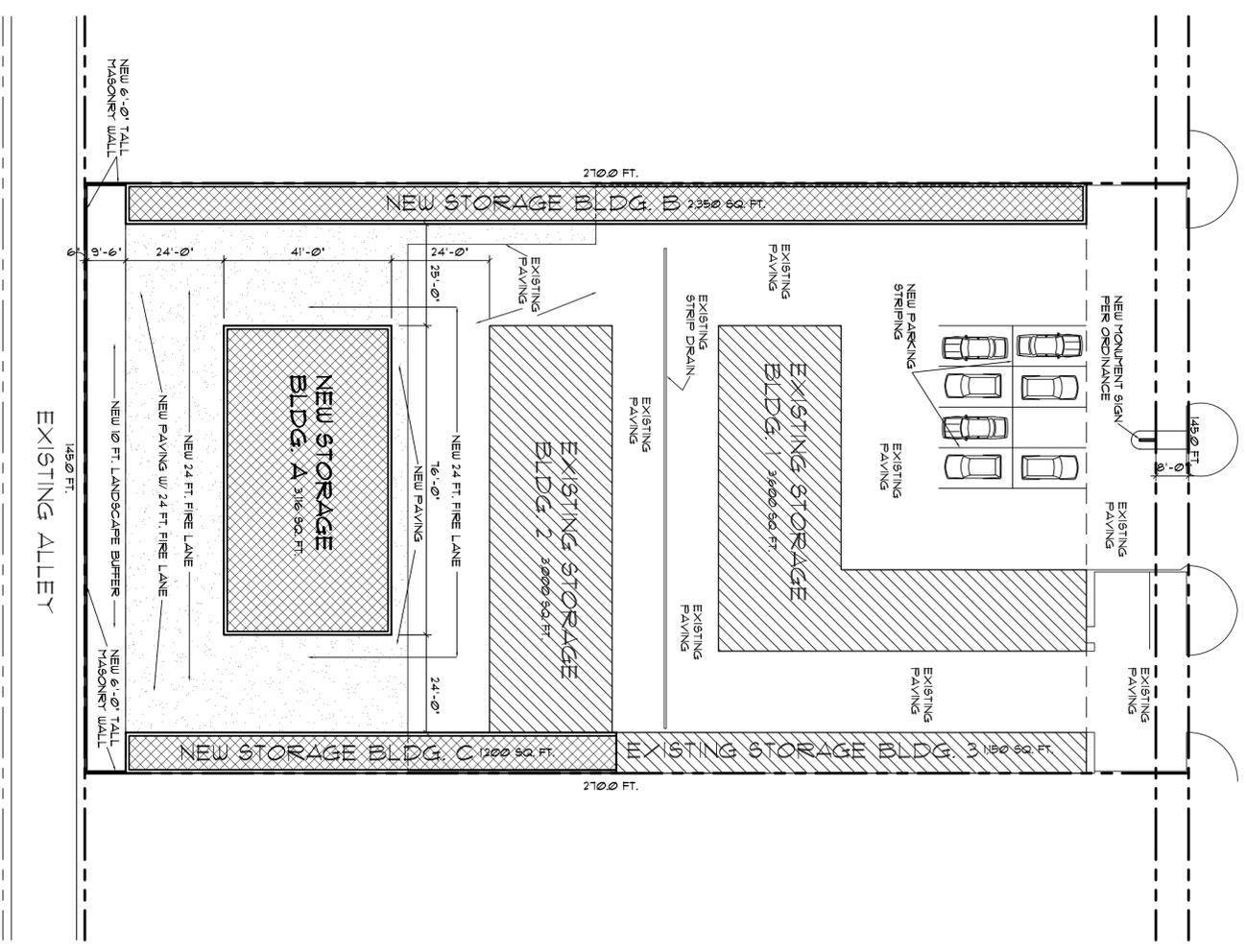
HANTER ASSOCIATES TEXAS, LTD.
ENGINEERS/PLANNERS/SURVEYORS
214-369-9171 512-454-8716



PREPARED WITH
GUIDANCE OF
KENNETH G. HILL
ARCHITECT
THIS SET NOT FOR
REGULATORY APPROVAL,
CONSTRUCTION
PROCEDURE

STATE HWY. 78

SITE DEVELOPMENT		
SITE AREA	39,150 SQ. FT. = 899 AC.	TOTAL 9
BUILDING AREA		
NEW BUILDING A	3,160 SQ. FT.	6,710
NEW BUILDING B	2,350 SQ. FT.	5,070
NEW BUILDING C	1,200 SQ. FT.	2,640
EXISTING BUILDING 1	3,600 SQ. FT.	4,350
EXISTING BUILDING 2	3,000 SQ. FT.	3,600
EXISTING BUILDING 3	1,150 SQ. FT.	1,380



1 SITE PLAN
Scale: 1" = 20'-0"

PLAN NORTH



ISSUED

- 1 06/26/14
- 2
- 3
- 4
- 5
- 6
- 7
- 8

THIS DRAWING INDICATES THE GENERAL SCOPE OF THE PROJECT IN TERMS OF THE DIMENSIONS OF THE BUILDING, THE MAKEUP ARCHITECTURAL ELEMENTS AND ELECTRICAL SYSTEMS AS SCORE NECESSARILY INDICATE OR DESCRIBE ALL WORK REQUIRED FOR FULL PERFORMANCE OF THE PROJECT. THE CONTRACTOR SHALL FURNISH ALL ITEMS FOR THE PROJECT EXCEPT FOR THE WORK INDICATED BY THE ARCHITECT.

THE CONTENT OF THESE DOCUMENTS ARE AND REMAIN THE PROPERTY OF: **NADC ARCHITECTS, LLC**

USE OF THESE DOCUMENTS IS PROHIBITED WITHOUT THE KNOWLEDGE AND WRITTEN PERMISSION OF THE ARCHITECT.



206 South Bois D'Arc
Forney, TX 75126
469 689-0050

P.O. Box 908
Foxy: 469 689-0055

**PRELIMINARY LAYOUT FOR
CONRAD STORAGE FACILITY
CITY, STATE**

PROJECT NO.
2014-04

A.1.1

John Staples
205 Cliffbrook Dr.
Wylie, Tx. 75098

DATE: August 1, 2014
TO: City of Sachse
SUBJECT: Letter of intent to rezone

The property at 5708 Highway 78, Staples Storage, has a potential buyer and hereby request a zoning change from C2 to I1 with SUP for auto sales.

Thank you
John Staples
Jstaples205@gmail.com
972-989-9222

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 A GENERAL COMMERCIAL DISTRICT (C-2) TO A RESTRICTED MANUFACTURING/ WAREHOUSING DISTRICT (I-1) WITH A SPECIAL USE PERMIT FOR AUTO SALES WITH SPECIAL CONDITIONS ON AN APPROXIMATELY .90 ACRE TRACT OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" AND LOCATED ALONG THE SOUTH SIDE OF STATE HIGHWAY 78, JUST WEST OF THIRD STREET, CITY OF SACHSE, DALLAS COUNTY, TEXAS; PROVIDING FOR THE APPROVAL OF THE ZONING CONCEPT PLAN ATTACHED AS EXHIBIT "B"; 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 FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Sachse and the governing body of the City of Sachse, in compliance with state laws 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 the Comprehensive Zoning Ordinance and Zoning Map 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 Zoning 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 the General Commercial District (C-2) to a Restricted Manufacturing / Warehousing District (I-1) with a Special Use Permit for auto sales with special conditions on an approximately .90 acre tract of land, located along the south side of State Highway 78, just west of Third Street City of Sachse, Dallas County, Texas being more particularly described by metes and bounds in Exhibit "A".

SECTION 2. That a Special Use Permit is granted for auto sales subject to the following special condition:

That the property shall be developed and used in accordance with the Concept Plan attached hereto as Exhibit "B," and made a part hereof for all purposes.

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. That 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.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas, this the _____ day of _____, 2014.

APPROVED:

Mike Felix

ate: Decembe

DULY ENROLLED:

Terry Smith
City Secretary

APPROVED AS TO FORM:

Peter G. Smith
City Attorney
(PGS:10-31-14/:TM 68945)

PROPERTY DESCRIPTION

BEING A 0.897 ACRE TRACT OUT OF THE R. MCCULLOUGH SURVEY, ABST. NO. 928 AND I. RAMSEY SURVEY, ABST. NO. 1248, IN THE CITY OF SACHSE, DALLAS COUNTY, TEXAS, AND BEING THE SOUTH 50 FEET OF LOTS 1, 2, 3 AND PART OF LOT 4 AND LOT 14 AND ALL OF LOTS 15 AND 16 IN BLOCK 28 OF THE ORIGINAL TOWN OF SACHSE AS SHOWN BY THE MAP AND PLAT RECORDS OF SAID TOWN OF SACHSE MADE BY J. G. HITCHCOCK, ENGINEER, AS RECORDED IN VOLUME 2, PAGE 34-35 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS (MRDCT), AND BEING PART OF AN ABANDONED ALLEY AND PART OF ABANDONED SECOND STREET AND PART OF ABANDONED BILLINGSLEY STREET AND BEING A PART OF LOT 9, BLOCK E OF BROOKVIEW ESTATES, AN ADDITION TO THE CITY OF SACHSE AS RECORDED IN VOLUME 81242, AT PAGE 527 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS (DRDCT), AND BEING THAT TRACT CONVEYED TO JOHN R. STAPLES, AS RECORDED IN UNDER VOLUME 2002197, PAGE 3926, DRDCT, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR THE NORTH CORNER OF SAID JOHN R. STAPLES TRACT, ALSO BEING THE NORTH CORNER OF SAID 0.897 ACRE TRACT, BEING THE WEST CORNER OF THAT TRACT CONVEYED TO LEADING PROPERTIES LLC, AS RECORDED IN UNDER COUNTY CLERK'S FILE NO. 201000072221, REAL PROPERTY RECORDS, DALLAS COUNTY, TEXAS (RPDCT), BEING IN THE NORTHWEST LINE OF STATE HIGHWAY NO. 78, WITH A VARIABLE WIDTH RIGHT-OF-WAY;

THENCE DEPARTING THE NORTHWEST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 78, SOUTH 36 DEGREES 24 MINUTES 15 SECONDS EAST, WITH THE NORTHEAST LINE OF SAID JOHN R. STAPLES TRACT, ALSO BEING THE NORTHEAST LINE OF SAID 0.897 ACRE TRACT AND THE SOUTHWEST LINE OF SAID LEADING PROPERTIES LLC TRACT, A DISTANCE OF 269.54 FEET (DEED CALL 270.00 FEET) TO A 1/2 INCH IRON ROD FOUND FOR THE EAST CORNER OF SAID JOHN R. STAPLES TRACT, ALSO BEING THE EAST CORNER OF SAID 0.897 ACRE TRACT, THE SOUTH CORNER OF SAID LEADING PROPERTIES LLC TRACT, AND BEING IN THE NORTHWEST LINE OF A 20 FOOT ALLEY OF BROOKVIEW ESTATES, AN ADDITION TO THE CITY OF SACHSE, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN UNDER VOL. 84084, PG. 1677, MRDCT;

THENCE SOUTH 53 DEGREES 34 MINUTES 45 SECONDS WEST, WITH THE NORTHWEST LINE OF SAID ALLEY RIGHT-OF-WAY, THE SOUTHWEST LINE OF SAID JOHN R. STAPLES TRACT, ALSO BEING THE SOUTHWEST LINE OF SAID 0.897 ACRE TRACT, A DISTANCE OF 145.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTH CORNER OF SAID JOHN R. STAPLES TRACT, ALSO BEING THE SOUTH CORNER OF SAID 0.897 ACRE TRACT, THE EAST CORNER OF THAT TRACT CONVEYED TO HARRISON REAL ESTATE RETIREMENT PLAN, AS RECORDED IN UNDER COUNTY CLERK'S FILE NO. 201300268259, RPRDCT, BEING IN THE NORTHWEST LINE OF SAID BROOKVIEW ESTATES;

THENCE DEPARTING THE NORTHWEST LINE OF SAID ALLEY RIGHT-OF-WAY NORTH 36 DEGREES 24 MINUTES 15 SECONDS WEST, WITH THE SOUTHWEST LINE OF SAID JOHN R. STAPLES TRACT, THE SOUTHWEST LINE OF SAID 0.897 ACRE TRACT, THE NORTHEAST LINE OF SAID HARRISON REAL ESTATES RETIREMENT PLAN TRACT, CONTINUING WITH THE NORTHEAST LINE OF THAT TRACT CONVEYED TO SAMBINA BROOKVIEW CENTER, LTD., AS RECORDED IN UNDER VOL. 2007011, PG. 6934, DRDCT, A DISTANCE OF 269.58 FEET (DEED CALL 270.00 FEET) TO A 1/2 INCH IRON ROD WITH RED CAP MARKED B&D SURVEYING SET FOR THE WEST CORNER OF SAID JOHN R. STAPLES TRACT, ALSO BEING THE WEST CORNER OF SAID 0.897 ACRE TRACT, THE NORTH CORNER OF SAID SAMBINA BROOKVIEW CENTER, LTD. TRACT AN BEING IN THE SOUTHEAST LINE OF THE AFOREMENTIONED STATE HIGHWAY NO 78;

THENCE NORTH 53 DEGREES 35 MINUTES 45 SECONDS EAST, WITH THE SOUTHEAST LINE OF SAID STATE HIGHWAY NO. 78, THE NORTHWEST LINE OF SAID JOHN R. STAPLES TRACT, ALSO BEING THE NORTHWEST LINE OF SAID 0.897 ACRE TRACT, A DISTANCE OF 145.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.897 ACRES AND/OR 39,086 SQUARE FEET OF LAND, PLUS OR MINUS.

GENERAL NOTES

- 1) THE BASIS OF BEARING FOR THIS SURVEY WAS DERIVED FROM DATA PROVIDED FROM THE DEED RECORDED IN VOLUME 2002197, PAGE 3926, DEED RECORDS DALLAS COUNTY, TEXAS.
- 2) THERE ARE NO VISIBLE CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN.
- 3) THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE NAMED CLIENT, MORTGAGE COMPANY, TITLE COMPANY, AND IS MADE PURSUANT TO THAT ONE CERTAIN TITLE COMMITMENT UNDER THE GF NUMBER LISTED HEREON.
- 4) AS OF THIS DATE, ALL EASEMENTS, RIGHTS-OF-WAY OR OTHER LOCATABLE MATTERS OF RECORD SHOWN OR NOTED HEREON WERE DERIVED FROM THE RECORDED PLAT, THE VESTING DEED, OR THE TITLE REPORT AND SUPPORTING DOCUMENTS. ALL SUCH ITEMS WERE OBTAINED DURING THE RESEARCH PHASE OF THIS SURVEY OR PROVIDED BY THE CLIENT/TITLE COMPANY LISTED HEREON. B & D SURVEYING, INC MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH ITEMS AND HAS MADE NO ATTEMPTS TO OBTAIN OR SHOW ANY ADDITIONAL RESTRICTIONS ON OR NEAR THIS PROPERTY PUT IN PLACE BY LOCAL MUNICIPALITIES OR ASSOCIATIONS.
- 5) THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
- 6) THE EXISTING UTILITIES DEPICTED HEREON ARE BASED ON FIELD LOCATION OF VISIBLE, ABOVE GROUND EVIDENCE, UNDERGROUND UTILITIES AND OTHER MINOR IMPROVEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY. B & D SURVEYING, INC. IS NOT RESPONSIBLE FOR THE EXACT LOCATION OF SUBSURFACE UTILITIES, NOR FOR ANY DAMAGES BY ANY CONSTRUCTION OR EXCAVATION ON OR NEAR SAID UTILITIES.

LEGEND

	CONCRETE		WOOD FENCE
	BRICK		CHAIN LINK FENCE
	ASPHALT		WROUGHT IRON FENCE
	WOOD		WIRE FENCE
	STONE		R.R. THE RETAINING WALL
	GRAVEL		BRICK WALL
	COVERED AREA		STONE WALL
	CM = CONTROLLING MONUMENT		OVERHEAD TELEPHONE LINE
			OVERHEAD ELECTRIC LINE
			IRF(S) = IRON ROD FOUND (SET)
			IPF = IRON PIPE FOUND
			FD = FOUND MON. (AS DESCRIBED)
			W/YC = WITH YELLOW CAP
			W/FPC = WOOD FENCE POST COR

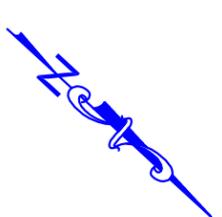
SURVEYORS CERTIFICATION

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, IS CORRECT, AND TO THE BEST OF MY KNOWLEDGE THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS AND EASEMENTS OF RIGHT-OF-WAY THAT I HAVE BEEN ADVISED OF EXCEPT AS SHOWN HEREON. SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

FLOOD STATEMENT
THE PROPERTY DESCRIBED HEREON IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP PANEL NO. 4813C0230K PRESENT EFFECTIVE DATE OF MAP JULY 7, 2014, HEREIN PROPERTY SITUATED WITHIN ZONE X (UNSHADED).

NOTE: THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF TITLE COMMITMENT; THEREFORE, NO SEARCH OF RECORDED EASEMENTS WAS PERFORMED. THIS SURVEY WAS PERFORMED FOR ZONING CHANGE.

SCALE: 1"=40'



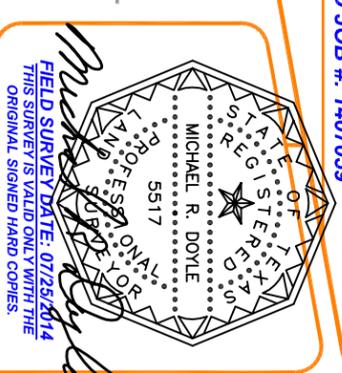
BOUNDARY SURVEY

B & D SURVEYING, INC.



P.O. BOX 293264,
LEWISVILLE, TEXAS 75029
PHONE/FAX: 972-221-2838

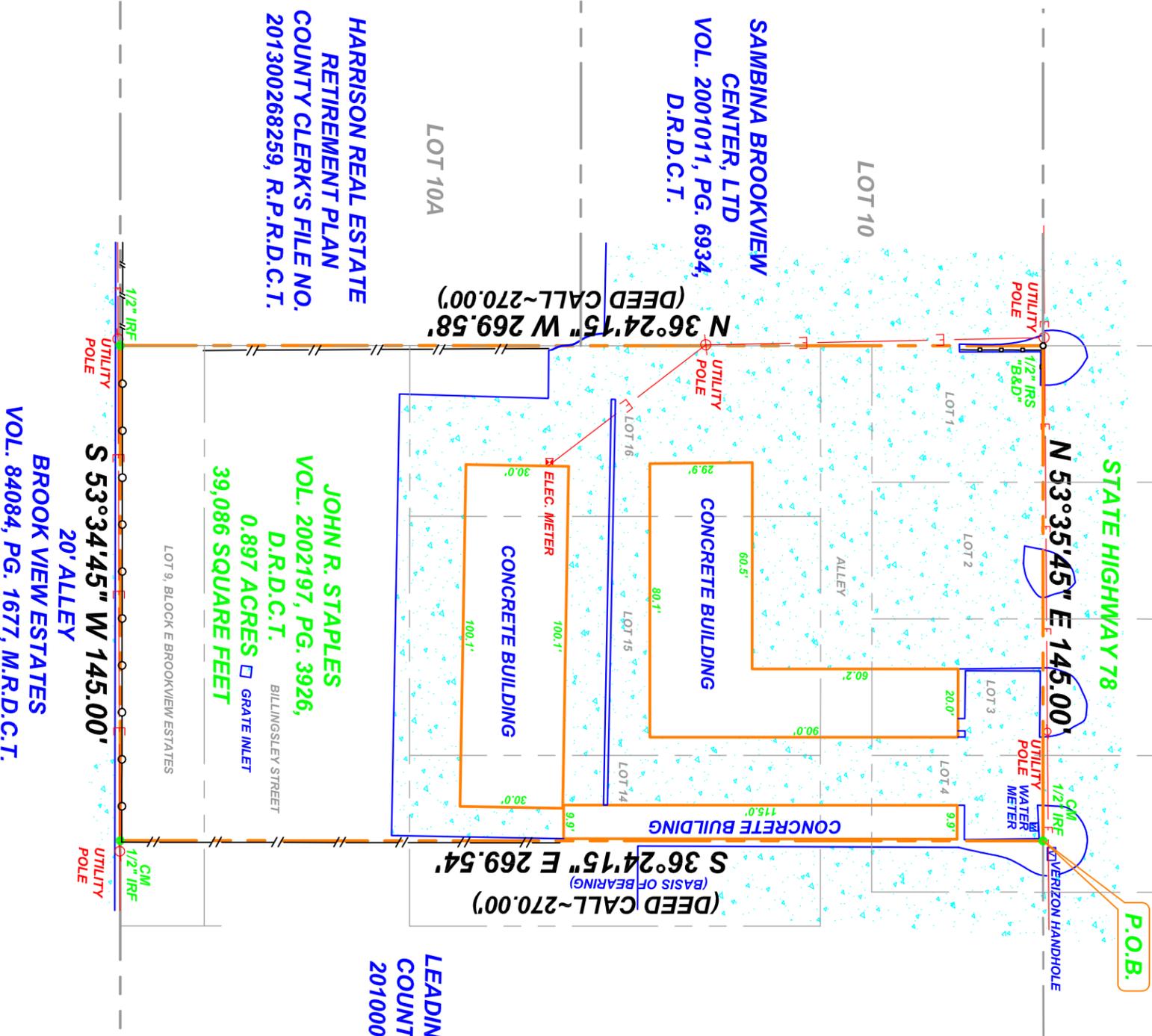
DATE: 07/26/2014
TECH: BJB/MRD
B & D JOB #: 1407059



LEADING PROPERTIES LLC.
COUNTY CLERK'S FILE NO.
201000072221, R.P.R.D.C.T.

JOHN R. STAPLES
5708 STATE
HIGHWAY 78
SACHSE, TEXAS

GF#: N/A



HARRISON REAL ESTATE RETIREMENT PLAN
COUNTY CLERK'S FILE NO.
201300268259, R.P.R.D.C.T.

JOHN R. STAPLES
VOL. 2002197, PG. 3926,
D.R.D.C.T. 0.897 ACRES
39,086 SQUARE FEET
BILLINGSLEY STREET
LOT 9, BLOCK E BROOKVIEW ESTATES

BROOK VIEW ESTATES
20' ALLEY
VOL. 84084, PG. 1677, M.R.D.C.T.



Legislation Details (With Text)

File #:	14-2564	Version:	1	Name:	Friends of Sachse Parks and Recreation MOU
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	11/20/2014	In control:		In control:	City Council
On agenda:	12/1/2014	Final action:		Final action:	
Title:	Discuss and Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Memorandum of Understanding, by and between the City of Sachse and Friends of Sachse Parks and Recreation ("Friends") to provide support to the City's Parks and Recreation Department.				

Executive Summary

This Memorandum of Understanding ("MOU") is made by and between the City of Sachse, Texas and Friends of Sachse Parks and Recreation. The Friends of Sachse Parks and Recreation purpose is to support the City of Sachse Parks and Recreation Department in providing programs and facilities to promote the social, cultural and recreational well-being of all residents of the City of Sachse. The MOU clearly identifies both the Friends group and the City of Sachse agreement upon roles and responsibilities each organization or agency will be providing to ensure program and project success.

Sponsors:

Indexes:

Code sections:

- Attachments:** [51SACHSE Resolution Approving MOU Friends of Parks.pdf](#)
[Draft Friends MOU.pdf](#)
[Presentation Friends MOU.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Discuss and Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Memorandum of Understanding, by and between the City of Sachse and Friends of Sachse Parks and Recreation ("Friends") to provide support to the City's Parks and Recreation Department.

Executive Summary

This Memorandum of Understanding ("MOU") is made by and between the City of Sachse, Texas and Friends of Sachse Parks and Recreation. The Friends of Sachse Parks and Recreation purpose is to support the City of Sachse Parks and Recreation Department in providing programs and facilities to promote the social, cultural and recreational well-being of all residents of the City of Sachse. The MOU clearly identifies both the Friends group and the City of Sachse agreement upon roles and responsibilities each organization or agency will be providing to ensure program and project success.

Background

The Friends of Sachse Parks and Recreation was recently organized to support the City of

Sachse Parks and Recreation Department. At the October 6, 2014, City Council meeting the Council approved the request from the Friends to construct a brick walkway at Firefighters Park to Honor and Remember the Sachse Volunteer Firefighters and the Ladies Auxiliary that supported them. After Council approved the project, both the Friends and the City thought it would be in the best interest of both parties to develop an MOU to clearly identify the responsibilities of each party to ensure the programs and projects the Friends propose to the City are successful.

Policy Considerations

This MOU between the City of Sachse, Texas and Friends of Sachse Parks and Recreation establishes an agreement that clearly identifies the responsibilities for each party in supporting projects and programs proposed by the Friends of Sachse Parks and Recreation.

Budgetary Considerations

All funds contributed to the City by the Friends will go directly into an account designated to the specific project that is approved by City Council.

Staff Recommendations

Approve a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Memorandum of Understanding, by and between the City of Sachse and Friends of Sachse Parks and Recreation ("Friends") to provide support to the City's Parks and Recreation Department.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A MEMORANDUM OF UNDERSTANDING, BY AND BETWEEN THE CITY OF SACHSE AND FRIENDS OF SACHSE PARKS AND RECREATION (“FRIENDS”) TO PROVIDE SUPPORT TO THE CITY’S PARKS AND RECREATION DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to partner with private, nonprofit and not-for-profit organizations who demonstrate a willingness to align with the City’s vision, mission and goals to further the cultural and recreational opportunities and amenities available to the City’s residents; and,

WHEREAS, the Friends desire to support the City of Sachse Parks and Recreation Department’s mission and has the opportunity to accomplish more than public funding will allow; and,

WHEREAS, the City Council of the City of Sachse has been presented with a proposed Memorandum of Understanding by and between the City of Sachse, Texas and Friends of the Sachse Parks and Recreation (“MOU”) for Friends to provide support to the City’s Parks and Recreation Department; and

WHEREAS, upon full review and consideration of the MOU 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 Manger should be authorized to execute the MOU 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 MOU, attached hereto as Exhibit “A”, for Friends to provide support to the City’s Park and Recreation Department.

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

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

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

EXHIBIT "A"
MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF SACHSE, TEXAS AND
FRIENDS OF THE SACHSE PARKS AND RECREATION

STATE OF TEXAS §
§ **Memorandum of Understanding between**
§ **City of Sachse, Texas and Friends of**
COUNTY OF DALLAS § **Sachse Park and Recreation**

This Memorandum of Understanding (“MOU”) is made by and between the City of Sachse, Texas (the “City”) and Friends of Sachse Parks and Recreation (the “Friends”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

Recitals:

WHEREAS, the Friends are recognized as a Domestic Nonprofit Corporation by the Secretary of State of the State of Texas; and,

WHEREAS, the Friends’ bylaws state that the purpose of the organization is to “support the City of Sachse Parks and Recreation Department in providing programs and facilities to promote the social, cultural and recreational well-being of all residents of the City of Sachse”; and,

WHEREAS, the City of Sachse Parks and Recreation Department is the departmental custodian of the City’s real estate, buildings, and other recreational and entertainment facilities, and operates a wide variety of programs and services; and,

WHEREAS, the Friends desire to support the City of Sachse Parks and Recreation Department’s mission and has the opportunity to accomplish more than public funding will allow; and,

WHEREAS, the City desires to partner with private, nonprofit and not-for-profit organizations who demonstrate a willingness to align with the City’s vision, mission and goals to further the cultural and recreational opportunities and amenities available to the City’s residents; and,

WHEREAS, the City Council places a high value on volunteerism and citizen involvement within the City; and,

WHEREAS, the Friends have demonstrated a commitment to the noble values of serving the public and furthering the adopted goals and purposes of the City of Sachse Parks and Recreation Department;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Board Participation:

- 1.1. Any current voting member of the Friends Board of Directors who simultaneously serves as a member of either the Parks Board or the City Council shall abstain from both voting and participating in discussions at either a Parks Board meeting or City Council meeting as applicable when action is being considered on a Friends' project or program.
2. Use of the City's Mailing Address:
 - 2.1. The City agrees to allow the Friends to use the City's Parks and Recreation Department mailing address to receive regular postal parcels subject to the following:
 - 2.1.1. Parcels intended for the Friends shall be labeled as follows: The Friends of Sachse Parks and Recreation, c/o City of Sachse Parks and Recreation Department, 3815-B Sachse Road, Sachse, Texas, 75048.
 - 2.1.2. The City Parks and Recreation Department agrees to receive parcels addressed to the Friends and to hold said parcels until they are retrieved by the Friends. The Friends shall provide the City a list of persons eligible to retrieve Friends' parcels and shall provide the City with notice of any changes to the eligibility list. The City shall not be responsible for delivery of parcels to Friends.
 - 2.1.3. The City shall not be held responsible or liable for any lost or damaged parcels in any way including but not limited to mailed dues, checks, donations, or other items of value.
 - 2.1.4. Receipt of the Friends' parcels by the City is limited to regular mail only. Employees of the City shall not sign for or otherwise accept any delivery other than regularly mailed parcels.
3. Access to City's Media:
 - 3.1. Subject to the Friends' compliance with the provisions of this MOU, the City agrees to include notices of regular Friends' meetings on the City's marquis sign located at 3815-B Sachse Road subject to the availability of space on the sign. The Friends understand and agree that the marquis is primarily used for public information and that notices of regular meetings at times are omitted from the marquis in the interest of providing priority information to the public. The City Manager or designee is responsible for content provided on the marquis and any decision to exclude a Friends' notice of meeting from the marquis shall be final.
 - 3.2. Subject to the Friends' compliance with the provisions of this MOU, the City agrees to include an internet link to the Friends' website on the City's Parks and Recreation webpage. Additional links to the Friends' website may be included on other City webpages with approval of the City Manager or designee. The Friends

shall submit a request in writing to the Director of Parks and Recreation for any internet link to be placed on the City's website.

- 3.3. Subject to the Friends' compliance with the provisions of this MOU and the availability of print space on printed media and materials, the City may include information about the Friends in printed material produced for the purpose of providing recreational and cultural information or opportunities to the residents. Any request for including the Friends' information in a City publication is subject to space limitations, funding availability and approval of the City Manager or designee. The Friends shall submit any requests for inclusion in printed materials in writing to the Director of Parks and Recreation.

4. Project & Program Submission & Approval

- 4.1. The Friends agree to pursue projects and programs that are consistent with the City's Parks, Recreation and Open Space Master Plan (the "Master Plan"), current revision.
- 4.2. Any projects and programs undertaken by the Friends impacting City property shall not commence without the approval of the City Council and Friends providing the required insurance as set forth in Section 8. No project or program shall be allowed on City property, other than a project or program allowed by any park user, without the prior approval of the City Council.
- 4.3. The Friends shall submit a request in writing for approval for a project or program to the Director of Parks and Recreation. The request shall include the following items:
 - 4.3.1. Description of the proposed improvements or program;
 - 4.3.2. A plan showing proposed improvements (if applicable);
 - 4.3.3. An itemized opinion of cost (if applicable);
 - 4.3.4. An itemized annual maintenance and operation costs (if applicable); and
 - 4.3.5. Additional items identified by the Director of Parks and Recreation as being necessary to evaluate the request.
- 4.4. The Director of Parks and Recreation shall determine whether any individual project or program is consistent with the Master Plan and shall provide said determination in writing to the Friends within ten (10) business days after receiving said request.
 - 4.4.1. Following the tenth (10th) business day after the request is received by the Director, if the Director finds that the request is consistent with the Master Plan, the Director shall place the request on the next regularly scheduled Parks Board agenda. The Parks Board shall have up to three (3) additional regular scheduled meetings, in which a quorum is present, to discuss and act on the request by either approval or denial of the request. If the Parks Board fails to take action on the request by the third regularly scheduled meeting, following the meeting at which the request was

presented, the request shall be automatically forwarded to the next available regular City Council meeting for consideration. Parks Board discussion items related to the Friends projects and programs not in response to a project or program request may be included on Parks Board agendas at the discretion of the Director or Parks Board Chairperson.

4.4.2. Following the tenth (10th) business day after the request is received by the Director, if the Director finds that the request is not consistent with the Master Plan then The Friends may first consult with the Director as provided for in Section 4.4.2.1. If, after consulting with the Director, the Director's finding is that the request is not consistent with the Master Plan, the Friends may appeal the Director's finding to the Parks Board as provided for in Section 4.4.2.2

4.4.2.1. The Friends may consult with the Director to determine if there is a mutually agreeable modification to the program or project that will result in the request being consistent with the Master Plan.

4.4.2.2. The Friends may appeal the Director of Parks and Recreation's finding that the request is not consistent with the Master Plan to the Parks Board at the next regularly scheduled Parks Board meeting subject to legal agenda posting requirements by submitting a request to appeal to the Director.

4.4.2.3. The Friends may appeal the Parks Board's finding that the request is not consistent with the Master Plan to the City Council at the next regularly scheduled City Council meeting subject to legal agenda posting requirements by submitting a request to appeal to the Director.

5. Project Delivery:

5.1. Subject to any other funding arrangement or agreement, the Friends shall provide all funding necessary to construct or complete an approved project or project phase. The Director of Parks and Recreation shall review all opinions of cost provided by the Friends for each project or project phase. The Director shall generate a finding of whether an opinion of cost provides sufficient funding to complete a project. Projects with insufficient funding shall not be initiated.

5.2. The Friends shall provide all necessary funding to the City prior to the initiation of additions, alterations, or changes to any existing or new park facility. Funding provided by the Friends and accounted for separately shall be held in a separate, interest bearing account within a City fund.

5.3. A Friends' project involving additions, alterations, or changes to existing or new park facilities shall be delivered by the Parks Department with the assistance of additional City departments where applicable and all funds necessary to complete the project shall be provided by Friends. All projects shall comply with local, state and federal regulations.

5.4. Upon completion of any project or project phase, the City shall prepare a final accounting statement for the project; and, upon satisfaction of all obligations related to the project, the City shall return any remaining funds to Friends.

6. Fund Raising and Funding:

6.1. The Friends shall be solely responsible for all activities associated with accumulating funds and soliciting donations for Friends' projects and programs.

6.2. The City shall not bare any fiduciary responsibility related to the Friends in addition to fiduciary responsibilities specifically included in this Memorandum of Understanding.

6.3. The Friends shall provide to the Director a complete copy of the Friends' annual tax filing to the United States of America Internal Revenue Service including copies of all completed forms, worksheets, and support information prior to the first of May each year.

6.4. The City shall not be required to provide tools, equipment, personnel, materials, or other goods or services necessary to complete a project or program as a result of this Memorandum of Understanding. Nothing in this MOU shall prohibit the City from participating with the Friends on project or program implementation.

7. Ownership:

7.1. Upon the completion of a City approved Friends' project on City property, the City shall be the sole owner of the project with sole discretion to continue, expand, terminate, remove, demolish or otherwise alter or eliminate the project upon approval by the City Council. However, if the City Manager determines that such a project creates an immediate safety risk, the City Manager or designee has the authority to remove or demolish or otherwise make safe the project. The City Manager's decision is final.

8. Insurance:

8.1 Prior to the Friends, or any of Friends' contractors or subcontractors, commencing any projects or programs on City property, the Friends shall procure and maintain the following insurance policies at its expense:

8.1.1 A comprehensive general liability policy for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Friends' performance of services pursuant to this MOU with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

8.1.2 Automobile liability policy covering any vehicles owned and/or operated by the Friends, its officers, agents, and employees, and used in the performance of this MOU with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; and

8.1.3 Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of the Friends' employees involved in the provision of services under this MOU with policy limits of not less than \$500,000.00.

8.2 All policies of insurance shall be endorsed and contain the following provisions: (1) the City, its officers, and employees shall be named as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; and (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. The Friends shall provide written notice to the City of any material change of or to the insurance required herein.

8.3 All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

8.4 A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon written request of the City.

9. Termination:

9.1 The City or Friends may terminate this MOU with or without cause by providing written notice of said termination to the Friends President. Any funds remaining with the City will be returned to the Friends within thirty (30) days of the termination notice. However, if any projects remain uncompleted at the time of termination, the funds will be returned as provided in Section 5.4.

(signature page to follow)

EXECUTED this _____ day of _____, 2014.

City of Sachse, Texas

By: _____
Name: _____
Title: _____

EXECUTED this _____ day of _____, 2014.

Friends of Sachse Parks and Recreation

By: _____
Name: _____
Title: _____



**MEMORANDUM OF
UNDERSTANDING (“MOU”) WITH
THE FRIENDS OF SACHSE PARKS
AND RECREATION**

DECEMBER 1, 2014

KEY POINTS IN THE MOU

Section 1:

- Members of the Friends' Board who are on the Parks Board cannot vote on actions related to Friends' parks requests at Parks Board meetings.

Section 2:

- The Friends can use the City's mailing address, but the City accepts no liability for the mail and will not sign for packages.

KEY POINTS IN THE MOU

Section 3:

- ❑ Friends information may be included on the City marquee, website, and printed materials, subject to cost and space availability.
- ❑ Friends must submit a request in writing to the Director of Parks and Recreation for any internet link to be placed on the City's website.
- ❑ Any requests for including the Friends' information in a City publication is subject to space limitations, funding availability and approval of the City Manager or designee.
- ❑ The Friends shall submit any requests for inclusion in printed materials in writing to the Director of Parks and Recreation.

KEY POINTS IN THE MOU

Section 4:

- ❑ States the Friends agree to pursue projects and programs that are consistent with the City's Parks, Recreation and Open Space Master Plan (the "Master Plan").
- ❑ States the Friends shall submit a request in writing for approval for the project or program to the Director of Parks and Recreation. The request will include the following:
 - Description of the proposed project or program
 - A plan showing proposed project or improvements
 - An itemized opinion of cost
 - Any additional items identified by the Director as being necessary to evaluate

KEY POINTS IN THE MOU

Section 4 continued:

Process for approval:

- The Director will determine whether the project or program is consistent with the Master Plan.
- If the project is consistent with the Master Plan the Director shall place the request on the next regularly scheduled Parks Board agenda, which a quorum is present.
- If the Parks Board determines that the project is consistent with the Master Plan, the request shall be placed on the next regularly scheduled City Council meeting which a quorum is present.
- The Friends may appeal the Director's decision to the Board and the Board's decision to the Council.
- There are timelines required by the City and Parks Board once a submittal is made.

KEY POINTS IN THE MOU

Section 5:

□ Project Delivery

- States that the City will deliver a Friends project on City property once the Friends provide the full project funding to the City and the Director has reviewed it.
- The Friends shall provide all necessary funding to the City prior to the initiation of additions, alterations, or changes to any existing or new facility.
- It also includes accounting requirements for the City and spells out how funds are returned to the Friends, as well as required submittals, and appeal provisions.
- States that upon completion of the project the City shall prepare a final accounting statement for the project and return any remaining funds to the Friends.

KEY POINTS IN THE MOU

Section 6:

- ❑ Clarifies that the Friends are solely responsible for raising funds for their projects. States that City resources may not be required for any project, and does not preclude the City from participating with the Friends.
- ❑ The Friends will provide to the Director a complete copy of the Friends' annual filing to the United States of America Internal Revenue Service

Section 7:

- ❑ States that a Friends project becomes City property once complete and that the City can do what needs to be done to the project in the future. It is explicit that the City can take any action needed if a project poses an immediate safety risk.

KEY POINTS IN THE MOU

Section 8:

- ❑ In the event that a project includes an approval for the Friends to work on City property (unlike the normal City delivery expresses in Section 5), the Friends are required to provide insurance covering the City.
 - ❑ Comprehensive liability \$1,000,000
 - ❑ Automobile liability \$500,000
 - ❑ Workers Compensation \$500,000

Section 9:

- ❑ States that either the City or Friends may terminate the MOU.

**THANK YOU,
ANY QUESTIONS?**



Legislation Details (With Text)

File #:	14-2566	Version:	1	Name:	Traffic Calming Document Discussion
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	11/24/2014	In control:		In control:	City Council
On agenda:	12/1/2014	Final action:		Final action:	
Title:	Discuss a draft traffic calming document for the City of Sachse.				

Executive Summary

Traffic calming is a community-based initiative, and is not bound by any state or federal requirements or policies. Therefore, each community may determine what guidelines and/or policies are best for their citizens. In previous discussions with the City Council, staff presented various options for inclusion in a traffic calming document. The Council requested that City staff return with a draft document for discussion and review, with the purpose of creating a document for Citizens to utilize in the request of a traffic calming device. The purpose of this discussion item is to review and discuss a draft traffic calming document for the City of Sachse.

Sponsors:

Indexes:

Code sections:

- Attachments: [DRAFT Sachse Citizens Traffic Calming Handbook PDF](#)
[Traffic Calming Presentation PDF](#)

Date	Ver.	Action By	Action	Result
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Title

Discuss a draft traffic calming document for the City of Sachse.

Executive Summary

Traffic calming is a community-based initiative, and is not bound by any state or federal requirements or policies. Therefore, each community may determine what guidelines and/or policies are best for their citizens. In previous discussions with the City Council, staff presented various options for inclusion in a traffic calming document. The Council requested that City staff return with a draft document for discussion and review, with the purpose of creating a document for Citizens to utilize in the request of a traffic calming device. The purpose of this discussion item is to review and discuss a draft traffic calming document for the City of Sachse.

Background

Staff has prepared a draft document for the City Council to review and provide feedback. The document has been reviewed by staff from Engineering, Public Works, Police, Fire, and Community Development.

Policy Considerations

This discussion is part of discovering Sachse's policy for traffic calming.

Budgetary Considerations

A budget line item for traffic calming devices may be included in future Annual Budgets for the City. The decisions regarding funding method and funding amount are part of this discussion.

Staff Recommendations

Staff recommends the City Council review and discuss the draft definitions and processes that may be included in a new traffic calming document for the City of Sachse.



Citizens Handbook for Requesting Traffic Calming Devices



**December 1, 2014
for
City Council Discussion**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS,
ADOPTING THE CITY OF SACHSE TRAFFIC CALMING GUIDELINES FOR
RESIDENTIAL NEIGHBORHOODS; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the City Council desires to adopt a policy aimed at slowing the speed of motor vehicle traffic in neighborhoods; and

WHEREAS, the Traffic Calming Guidelines for Residential Neighborhoods was reviewed by the City Council, which finds such policy to be in the best interest of the citizens of Sachse; and

WHEREAS, the City Council of the City of Sachse desires to adopt the City of Sachse Traffic Calming Guidelines for Residential Neighborhoods, attached hereto as Exhibit "A";

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

Section 1: The City of Sachse Traffic Calming Guidelines for Residential Neighborhoods attached hereto having been reviewed by the City Council of the City of Sachse, Texas, is found to be acceptable and in the best interest of the City and its citizens, be and the same is hereby, in all things approved.

Section 2: Notwithstanding the criteria and procedures described in this policy, the City Council, at its discretion, may cause to construct improvements on any public street within the City when deemed necessary to preserve or protect the public health, safety, and welfare.

Section 3: This Resolution shall become effective immediately from and after its passage.

RESOLVED this ____ day of _____, 2014. CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary



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Appendix

APPLICATION AND SAMPLE PETITION FORM

PRIMARY AFFECTED AREA – SAMPLE MAP

TRAFFIC CALMING MEASURE EXHIBITS



1. Purpose

The purpose of this handbook is to provide residents living in Sachse neighborhoods with guidelines for requesting a traffic calming device on their local street. The guidelines included herein emphasize a citizen-driven method to calming traffic on neighborhood streets. Larger thoroughfares, which include the arterial and collector streets identified in the City's Thoroughfare Plan, are not eligible for the traffic calming guidelines included in this handbook.

The City of Sachse is committed to preserving the integrity of residential neighborhoods while meeting the needs of motorists. The City has a diverse network of roadways, ranging from large divided thoroughfares that move traffic through and across the City, to the local streets that provide access to homes. This handbook is focused on addressing neighborhood traffic concerns on local neighborhood streets in the City.

This handbook provides an organized method by which citizens have the opportunity to request the installation of certain Traffic Calming measures and establish a procedure for the evaluation of such requests. The Traffic Calming guidelines included specify the types of streets eligible for consideration, how a request is made, what procedures will be used to evaluate a request, and how the cost of installing the Traffic Calming measure will be paid.

When a Traffic Calming device is installed, it may affect adjacent and surrounding streets. These guidelines provide for the participation of nearby property owners who may be affected. The City will provide the opportunity for affected citizens to participate in the process and provide feedback on a request. If the installation of a traffic calming device is approved, the City will also work with the neighborhood to select the appropriate device to meet the primary goal of preserving the integrity of the neighborhood.

The Engineering Department is responsible for the program application process and implementation of any approved Traffic Calming Measures. The installation of Traffic Calming Devices through this program is limited by the annual budget adopted by the City Council each year.



2. *Definitions*

An *Applicant* is the individual designated as the contact person for the group (neighborhood, subdivision, or a sub-set of a neighborhood or subdivision) making the traffic calming request.

An *application* will consist of a completed form provided by the City, along with a petition in favor of the proposed Traffic Calming device, signed as described herein, and the required review fee.

Critical service routes consist of streets necessary for the provision of services to the community by Police, Fire, and the bus routes of Garland and Wylie Independent School Districts.

Neighborhood concurrence is the percentage of homeowners in the Primary Affected Area that must concur with the placement of either a temporary or permanent Traffic Calming device.

The *Primary Affected Area* consists of the private property along 1) the street being considered for a Traffic Calming device; 2) those streets in the area that are likely to experience an increase in traffic after the Traffic Calming measure is implemented due to diverted traffic; and 3) those intersecting streets that depend on the street(s) under discussion for convenient access. The Primary Affected Area shall not cross any existing arterial or collector roads as shown in the City of Sachse Thoroughfare Plan. The City Engineer will determine the Primary Affected Area for each proposed Traffic Calming measure following a pre-application meeting with the applicant.

Street length is the distance measured along the centerline of the street from the projection of the curb line at the last intersecting street or an existing acceptable turn-around point to the center of the proposed turn-around, dead-end, or cul-de-sac.

A *Traffic Calming measure or device* is a physical barrier, electronic device, or a geometric design feature installed for the purpose of reducing the speed of vehicles traveling a roadway and classified as speed control measures.

Traffic Calming measures include speed monitor display signs (temporary or permanent), speed humps, speed cushions, speed tables, traffic circles, chicanes, center island narrowing, midblock narrowing, and intersection neckdowns.

The *85th percentile speed* is the speed at or below which 85% of vehicles on the roadway travel.



General Information

Any request/petition for a Traffic Calming device must be in writing and include a completed Traffic Calming Request Application. The application must be signed and submitted with the required signature of the Applicant. Applications must be turned in to the City Engineer to be eligible for consideration. Each request will be evaluated according to the requirements and procedures outlined below.

Traffic calming measures require approval from the City Council. In order for a request to be forwarded to the City Council for consideration, all eligibility requirements must be met. This is done by meeting the minimum threshold criteria, achieving the appropriate level of concurrence from the impacted property owners, and conducting the necessary traffic impact analyses.

3.1. Eligibility Requirements

A local street eligible to be considered for a new traffic calming device shall meet the following requirements:

3.1.1. Operational Characteristics:

- The roadway must be classified as a two-lane local street. The traffic calming guidelines herein do not pertain to Major Arterials, Minor Arterials, and Collector Streets as depicted in the latest Thoroughfare Plan, which is amended from time to time.
- Properties fronting or having access to the street must be predominantly residential in character.
- The street must have a legal speed limit of 30 miles per hour, or less.
- Traffic volumes must be greater than 500 vehicles/day.



Citizens Handbook for Requesting Traffic Calming Devices

- If the street is a critical service route as identified by the Police, Fire, or an Independent School District, the list of acceptable traffic calming devices include: Speed Control Signs, Speed Cushions, and Midblock Narrowings. The list of acceptable traffic calming devices will be provided to the City Council for consideration.
- A Traffic Calming measure must not block the only means of vehicular, pedestrian, or service vehicle access to any property or restrict access to utilities.

3.1.2. *Geometric Characteristics:*

- The street must have adequate sight distances to safely accommodate the Traffic Calming measure as determined by the City Engineer.
- The street must not have curves or grades that prevent safe placement of the Traffic Calming measure. The Traffic Calming measure may not be located on streets that have a vertical grade of more than 5% on their immediate approaches.
- The street must be paved and be at least 1,000 feet in length. If there is no curb and gutter, a special design shall be used to prevent vehicles from maneuvering around the device.
- The design and implementation of the traffic calming device must not interfere with the existing street drainage, property access, or driveways.

3.1.3. *Other Characteristics:*

- A traffic calming device shall not be placed in front of a driveway.
- A traffic calming device shall not be placed in front of a property whose owner/resident is opposed to the device installation.

For application requests meeting the above requirements, City staff will proceed with the analysis described in Section 4.4. If a request is found to not be eligible for a traffic calming device, the Applicant will be notified in writing.



3.2. *Cost Responsibility*

3.2.1. *Traffic Calming Measure Costs:*

Installation cost - The installation of various traffic calming devices (including accompanying signs, pavement markings, etc.) that meet the eligibility and petition requirements and are approved by the City Council will be funded through a 50/50 cost share between the City and the Applicant. The Applicant shall be responsible for obtaining 50% of the funding for the device, and providing the funds to the City no later than 90 days following City Council approval of the device. The City's 50% share of funding for the device is limited to the available funds in the fiscal year operating budget. If the applicant chooses to provide 100% of the funding for the installation of the traffic calming device, the City will expedite the installation.

3.3. *Location of Traffic Calming Device*

Many factors must be considered in locating Traffic Calming devices for optimal effectiveness. If not correctly placed, localized reductions in speed or volume may occur instead of overall speed or volume reductions along the entire block. Specific site details and conditions should be the dominant consideration in determining the location for each device.

3.4. *Removal of Traffic Calming Device*

The process and procedure for requesting removal or alteration of Traffic Calming devices is the same as the process for installation, except that there is no City participation in cost sharing for removal of speed humps and speed cushions that were installed under this policy. All associated costs for the removal of devices originally installed under this program must be borne by the Applicant.

Notwithstanding the criteria and procedures described in this policy, the City Council, at its discretion, may cause improvements to be made to any public street within the City when deemed necessary to preserve or protect the public health, safety, and welfare.



3.5 Street Maintenance

3.5.1 Maintenance of Traffic Calming Devices

All traffic calming devices installed under this policy shall be maintained by the City of Sachse.

3.5.2 Street Reconstruction

Streets scheduled for reconstruction that contain a traffic calming device installed under this policy will be evaluated prior to reconstruction. The City Engineer shall hold a public meeting with the property owners in the Affected Area and provide a new petition form for completion. If the petition requirements of Section 4.5.2 are met, the City Engineer will include the device in the construction documents and project scope for the reconstruction of the road.

3.6. Design Standards and Procedures

The City Engineer shall prepare and maintain design standards and installation procedures for Traffic Calming devices in accordance with these guidelines.

4. Procedures for Requesting and Installing a Traffic Calming Device

4.1. Project Request

The initial request for installation of traffic calming measures shall originate from a resident(s) residing on the street(s) in question. A request in writing must be mailed or delivered to the City of Sachse, Engineering Department, 3815-B Sachse Road, Sachse, Texas 75048.

4.2. Pre-Application Conference

Upon receipt of a written request from a resident, the City Engineer will meet with the resident(s) to discuss the application process, the eligibility requirements, the limits of the area potentially impacted by the Traffic Calming device (the Primary Affected Area), the evaluation procedure and the implementation process. The resident(s) will select an Applicant and provide the Applicant's contact information to the City Engineer. The Applicant shall be a resident that resides on the street in question.



4.3. Application

The application will consist of a completed Traffic Calming Request form supplied by the City Engineer to the Applicant, and the required petition with signatures. The petition must be signed by greater than 50% of the residents in the Primary Affected Area. All signatures must be dated within six months of the issuance of the petition. The applicant is responsible for submitting all of the components of the application to the City Engineer in order for review of the Traffic Calming proposal to commence.

A dated petition form will be issued by the City Engineer to the Applicant after the pre-application meeting. It will include the names and addresses of residents living within the Primary Affected Area. The Applicant must obtain the signatures. The petition form in the appendix is only an example.

4.4. Implementation Process for Trial Device

After the application and all its components have been submitted to the city, the City Engineer will evaluate the request and make a recommendation to the City Council relative to the proposed Traffic Calming device based on a combination of the factors listed below and accepted engineering principles and practices. The following procedures must be followed for a trial Traffic Calming device placement request.

- 4.4.1. City Staff will conduct a traffic study to determine if the subject street meets the eligibility requirements and an infrastructure review to confirm existing conditions. The study may include, but is not limited to, the following:
- A review of pertinent issues and conditions, including but not limited to, existing traffic conditions, projected traffic conditions, vehicle and pedestrian safety, bus routes (i.e., speed, volume etc.) and other factors.
 - License plate surveys, 24-hour traffic counts, spot speed studies, accident history for the prior three years and crime statistics for the prior three years.
 - An examination of the technical feasibility, physical conditions, and anticipated impacts of the proposed device.
 - A review of safe school routes and pedestrian flow.
 - Confirmation that the proposed device and resulting traffic flow modifications will not exceed the capacity of streets and intersections impacted by the diverted traffic.



Citizens Handbook for Requesting Traffic Calming Devices

- 4.4.2. The review conducted by the City Engineer will be sent to all affected City departments, including Public Works, Community Development, Police and Fire as well as school district(s) for comment.
- 4.4.3. Once the studies are completed, the City staff will determine if the subject street meets the eligibility requirements and is a good candidate for a Traffic Calming device. If the street either does not meet the eligibility criteria or the petition requirements are not met, the Applicant will be notified of this in writing by the City staff.
- 4.4.4. If a traffic calming measure meets the eligibility and petition requirements, the City Council will be briefed on the request and consider approval of a trial installation. Approval of the City Council is required prior to installation of any traffic calming device. If approved by the City Council, the location will be placed on the list for trial device installation. The applicant will be notified of the result, and an estimated time frame for the installation of a trial device.
- 4.4.5. Signs giving notice of the trial device and contact information for questions or comments will be erected by the City at the location of the device approximately two weeks prior to the installation date.
- 4.4.6. The trial period for a traffic calming device will last a minimum of 60 days for evaluation. During the trial period, city staff will conduct traffic studies similar to those performed before the trial period to determine the effectiveness of the traffic calming device. A letter explaining the trial device will be sent to the Applicant and the property owners in the Primary Affected Area.

After the end of the trial period, the City Engineer will prepare a report, including data from the completed studies and feedback received from residents. Written public comments received during the evaluation period will be attached and summarized in the report. The report will be made available to the property owners. The City Engineer will give a presentation to the City Council, providing the information included in the report and the recommendations of City staff. After reviewing the report about the effectiveness of the device and evaluating the public comments, the City Council will consider approving a permanent device.



4.5. Implementation for Permanent Device Installation

The trial device evaluation process must be completed, documented and the required percentage of all residents in the Primary Affected Area must concur prior to the City Council consideration of the installation of the permanent device. The process is as follows:

- 4.5.1 City staff will estimate the funding necessary to implement the permanent device based on design, right-of-way, and construction costs.
- 4.5.2 The City will notify all property owners in the affected area by mail of the requested permanent device. The notice will include a mail-back ballot to indicate support or opposition to the request. A minimum of 50% of the ballots must be returned to the City within 30 days of the mailing date. In addition, at least 75% of all responding residents in the Primary Affected Area must support the permanent installation of a traffic calming device.
- 4.5.3 If 75% of all returned ballots from residents in the Primary Affected Area support the installation of a permanent traffic calming device, and all other conditions are met, staff will prepare an agenda item for public hearing at a City Council Meeting. If the criteria described herein are not met, the application will not be presented to the City Council for approval consideration and the Applicant will be notified in writing.



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4.5.4 If a permanent device is approved by the City Council, the temporary devices will remain in place for no longer than 90 days after City Council Approval. If the Applicant's share of the funding is not received by the City within 90 days of City Council approval, the request will expire, and no device will be installed. Once funds to construct any permanent modifications are identified and received, the design and construction process will begin as outlined below.

- City staff will initiate the preliminary design and review process to implement the device.
- The Applicant will be notified and have the opportunity to review the design with staff prior to construction; however, the City will have final design approval.
- The City will develop a final design and cost estimate for the device and the Applicant's cost, if applicable, will be adjusted accordingly.
- Once the Applicant's share of the project cost is received (if applicable), the City will finalize the design and schedule construction of the Traffic Calming device, subject to the availability of the City's portion of the funds.

Notwithstanding the criteria and procedures described in this policy, the City Council, at its discretion, may cause improvements to be made to any public street within the City when deemed necessary to preserve or protect the public health, safety, and welfare.



5. Types of Traffic Calming Measures

Traffic Calming measures are installed to control vehicle speed on neighborhood streets. Allowable measures are listed below with a description.

5.1. Speed Control Display Signs

- Either pole mounted or portable signs that display the speed of approaching vehicles. The displays will be installed only with solar powered cells on appropriate support structures, either installed, or existing.
- The device may or may not include a sign displaying the posted speed limit.
- Estimated cost \$5,000 and up
- Reference Exhibit #1 in the Appendix.

5.2. Speed Cushions

- A rubber overlay that measures 6 feet by 7 feet, about 3 inches high, placed in sets of two or more across a roadway depending on the width of the roadway. Speed cushions are wide enough that they force regular vehicles to travel over them, but they allow wide axle vehicles (i.e. emergency vehicles) to travel over them without slowing down.
- Estimated cost \$1,000 and up per cushion; if the street width requires three cushions, then the cost would be approximately \$3,000 and up.
- Rubberized speed cushions may be used as trial or permanent devices.
- Reference Exhibit #2 in the Appendix.

5.3. Speed Humps

- A pavement overlay placed on the roadway, approximately 14 feet in length, about 3.5 inches high, extending from curb to curb. The ends are tapered to be flush with the street at the curbs and gutter to allow water to drain.
- Estimated cost \$2,000 and up
- Reference Exhibit #3 in the Appendix.

5.4. Speed Tables

- A pavement overlay placed on the roadway, approximately 22 feet in length, and about 3.5 inches high, extending from curb to curb. The ends are tapered to be flush with the street at the curbs and gutters to allow water to drain.
- Estimated cost \$2,500 and up
- Reference Exhibit #4 in the Appendix.



5.5. Traffic Circles

- Raised island, often landscaped, placed in an intersection, around which traffic circulates.
- Estimated cost \$6,000 and up
- Reference Exhibit #5 in the Appendix.

5.6. Chicanes

- Series of two or more staggered curb extensions on alternating sides of the roadway. A raised island can be added to the center of the road to prevent motorist from crossing the center line.
- Estimated cost \$22,500 and up
- Reference Exhibit #6 in the Appendix.

5.7. Center Island Narrowings

- Also called midblock medians, slow points, or median chokers; medians placed down the center of the street to narrow the lanes to slow traffic; often landscaped to provide a visual amenity and neighborhood identity.
- Estimated cost \$8,000 and up
- Reference Exhibit #7 in the Appendix.

5.8. Midblock Narrowings

- Curb extensions at midblock that narrow a street by widening the sidewalk or planting strip.
- Estimated cost \$8,000 and up
- Reference Exhibit #8 in the Appendix.

5.9. Intersection Neckdowns

- Curb extensions at intersections that reduce roadway width between curbs.
- Estimated cost \$8,000 and up
- Reference Exhibit #9 in the Appendix.

Note: *The estimated costs for each traffic calming measure cannot replace detailed cost estimates using quantities and local unit prices for work items associated with specific projects; however, these estimates are provided for use in the conceptual planning phase, as they show order-of-magnitude differences among the various calming measures.*



Appendix

Traffic Calming for Residential Neighborhoods Application

Prior to submission of an application, the applicant must meet with the City of Sachse Engineering Department staff to discuss eligibility requirements, the Primary Affected Area of impact, the evaluation procedure and the implementation process. A completed application with petition must be submitted to initiate the evaluation of the request.

Submittal Date _____

Neighborhood

(Subdivision Name and Street Name)

**Brief Description
of Traffic
Calming Request**

(Include Street Name and address limits of requested Traffic Calming device, attach a map with limits of the desired Traffic Calming area clearly identified)

**Reason for
Request**

Attach an "Applicant's Statement" to this application detailing the reason for the requested Traffic Calming device.

**Application
Petition**

Following the pre-application meeting, the City will provide a petition form that must be signed by at least 50% of the residents in the Primary Affected Area as determined by the City to initiate a review of the request. For consideration of a permanently-installed device, a separate poll of all impacted residences will be conducted by the City. A favorable vote of 75% of the residents for a permanent device would be required before permanent modification of the street is considered by City Council.

(Please print legibly or type on the lines below).

**Acknowledgement
and Applicant's
Signature**

Applicant / Contact Person

Title (if applicable)

Address

City, State, Zip

Telephone

Fax

e-mail address

Signature (must be original signature)

City of Sachse
Traffic Calming Petition Form

This petition is required by the City of Sachse in order to consider an application requesting the placement of a Traffic Calming device on a residential street. The purpose of the City's Traffic Calming Policy is to provide uniform guidelines for evaluation and implementation of citizens' requests for Traffic Calming devices. The policy and procedures specify what type of streets may be modified, what procedures should be used to evaluate the request, how to implement the process and how the cost for the device should be paid. Since the placement of a Traffic Calming device may affect other streets, the policy provides a means for area property owners to participate in this process and to understand the impact on all affected streets prior to a permanent modification.

An application for speed control measures must consist of a petition in favor of the proposed device signed by greater than 50% of the residents in the Primary Affected Area. Obtaining a completed petition is only one step in the process and does not guarantee a street will be modified.

By signing this petition, the residents in the Primary Affected Area concur with the request for a study to be conducted on the feasibility of placing a Traffic Calming device on the subject street. Fifty % of all property owners in the Primary Affected Area must concur with the request for the study and review process; 75% must concur for permanent placement of a traffic calming device, such as a speed hump.

Property Address	Mailing Address	Property Owner	Signature
123 Main Street	123 Main Street	John Doe	
124 Main Street	124 Main Street	George and Mary Smith	
125 Main Street	125 Main Street	Billy and Betty Johnson	
126 Main Street	126 Main Street	Susie Taylor	
127 Main Street	127 Main Street	Mark Marks	
128 Main Street	128 Main Street	Rocky Roads	
129 Main Street	129 Main Street	Sally Streets	

Primary Affected Area - Example



Sample Primary Affected Area Speed Control Measure

Neighborhood Traffic Calming

Legend:

Affected Area - 

Target Street - 

Speed Hump - 

Affected Street - 

0 62.5 125 250 Feet



Exhibit 1. Speed Control Signs (Radar Speed Signs)



Exhibit 2. Speed Cushions (undulations)



- Multiple small speed humps that allow for the passage of wide axle vehicles without slowing down, including firetrucks.



Exhibit 3. Speed Humps

(undulations)



- A rounded vertical undulation in the road surface, usually 12 to 14 feet in length.

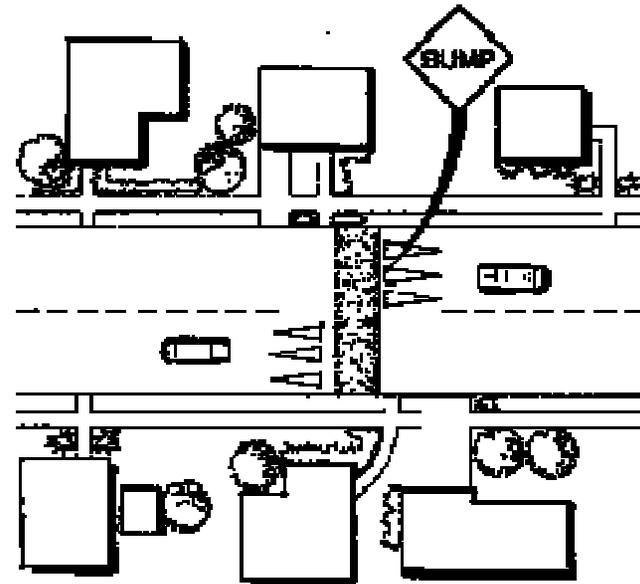
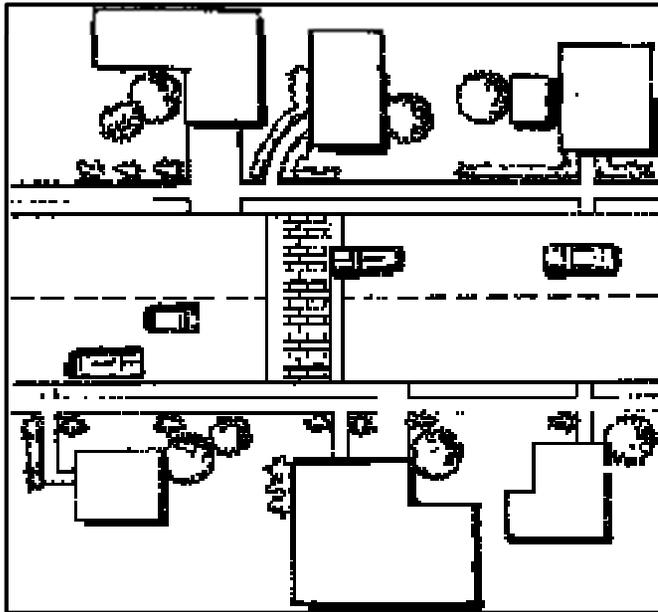


Exhibit 4. Speed Tables

(trapezoidal humps, flat topped humps)

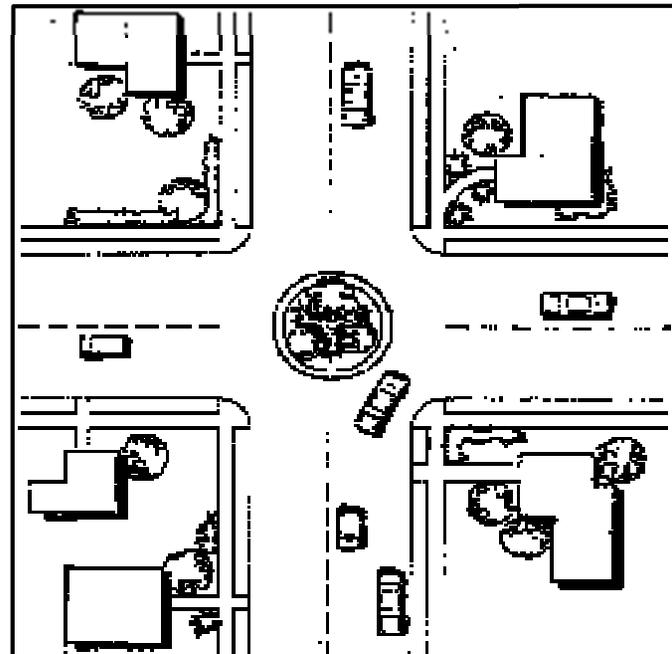


- A flat topped speed hump that is longer than a standard speed hump and has less of an incline on each side.



Exhibit 5. Traffic Circles

(rotaries, intersection islands)

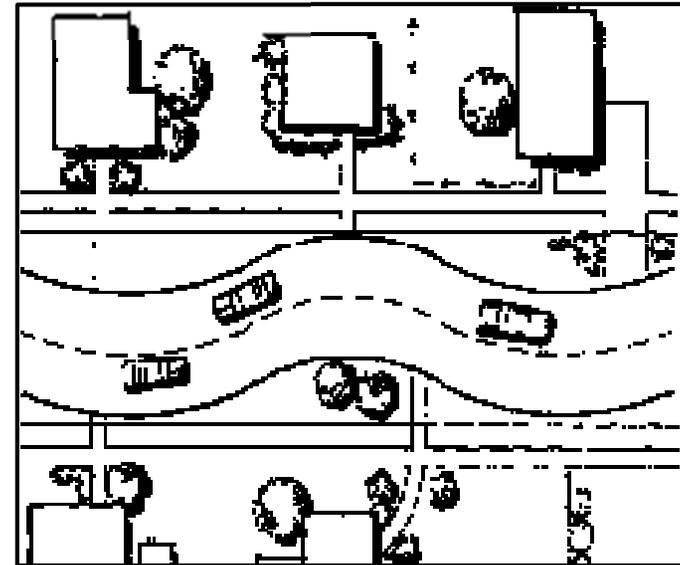


- A raised island at an intersection creating a one way circular street for both turning and through traffic.



Exhibit 6. Chicanes

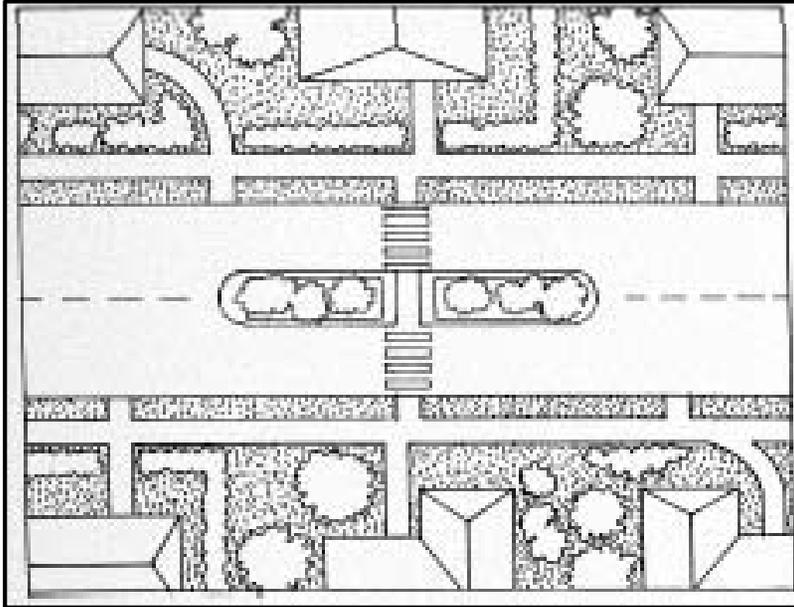
(serpentine, reversing curves)



- Undulating curbs or projections into the street to create curves in the vehicle driving path.



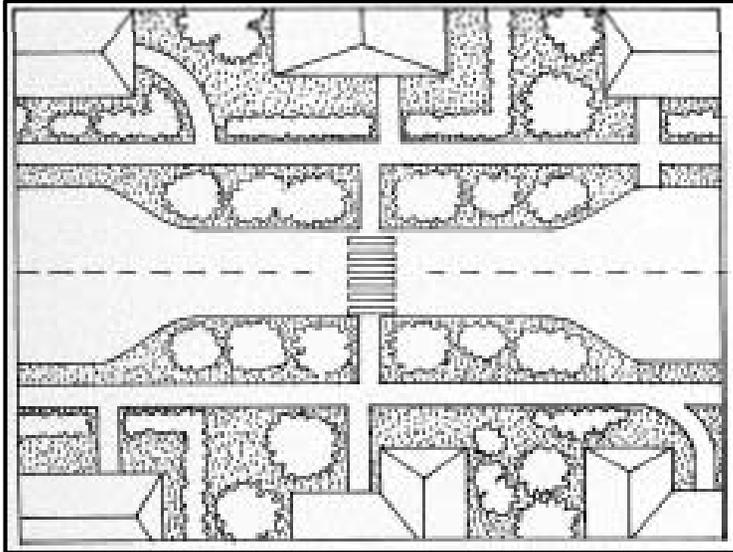
Exhibit 7. Center Island Narrowings



- Raised curb medians that narrow the travel lanes at midblock locations.
- Often used to protect pedestrians when crossing a street.



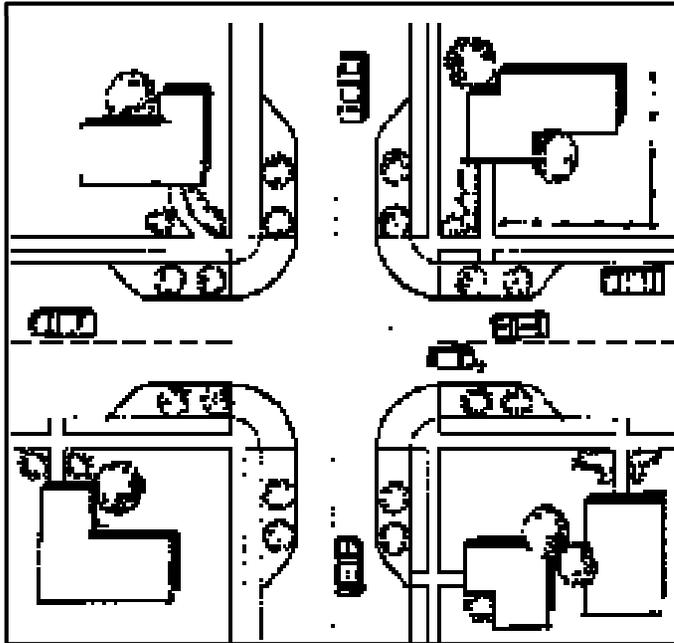
Exhibit 8. Midblock Narrowings (chokers, curb extensions)



- Raised curb extensions that narrow the travel lanes at intersections midblock locations.
- Often used to lessen the length of pedestrian crossings.



Exhibit 9. Intersection Neckdowns (nubs, bulbouts, knuckles, intersection narrowings, corner bulges)



- Raised curb extensions that narrow the travel lanes at intersections.
- Often used to lessen the length of pedestrian crossings.





Discussion
Citizens Handbook
for
Requesting Traffic Calming Devices
City Council
December 1, 2014

Timeline

- September 3, 2013 (Council Workshop)
 - Discussion on roadway classification, route consideration, and allowable measures/devices
- October 21, 2013 (Council Workshop)
 - Discussion on guidelines vs. policy, sample table of contents, sample guidelines and policies
- December 2, 2013 (Council Meeting)
 - Discussion on processes, critical/non-critical routes, petition area, approval level, and minimum distance between devices

Citizens Handbook for Requesting Traffic Calming Devices

- Staff took the feedback, comments, and ideas provided by the City Council and prepared a draft document.
- Staff is seeking comments and feedback on the draft document, so that a final document may be prepared for future Council approval.

1. Purpose

- The purpose of this handbook is to provide residents living in Sachse neighborhoods with guidelines for requesting a traffic calming device on their local street.
- The guidelines included herein emphasize a citizen-driven method to calming traffic on neighborhood streets.
- Arterial and collector streets identified in the City's Thoroughfare Plan, are not eligible for the traffic calming guidelines included in this handbook.
- These guidelines provide for the participation of nearby property owners who may be affected. The City will provide the opportunity for affected citizens to participate in the process and provide feedback on a request.
- The Engineering Department is responsible for the process.
- The installation of Traffic Calming Devices through this program is limited by the annual budget adopted by the City Council each year.

2. Definitions

- **Critical service routes** consist of streets necessary for the provision of services to the community by Police, Fire, and the bus routes of Garland and Wylie Independent School Districts.
- **Neighborhood concurrence** is the percentage of homeowners in the Primary Affected Area that must concur with the placement of either a temporary or permanent Traffic Calming device.
- The **Primary Affected Area** consists of the private property along 1) the street being considered for a Traffic Calming device; 2) those streets in the area that are likely to experience an increase in traffic after the Traffic Calming measure is implemented due to diverted traffic; and 3) those intersecting streets that depend on the street(s) under discussion for convenient access. The Primary Affected Area shall not cross any existing arterial or collector roads as shown in the City of Sachse Thoroughfare Plan. The City Engineer will determine the Primary Affected Area for each proposed Traffic Calming measure following a pre-application meeting with the applicant.
- **Traffic Calming measures** include speed monitor display signs (temporary or permanent), speed humps, speed cushions, speed tables, traffic circles, chicanes, center island narrowing, midblock narrowing, and intersection neckdowns.

3. General Information

3.1.1 Operational Characteristics

- The roadway must be classified as a two-lane local street. The traffic calming guidelines herein do not pertain to Major Arterials, Minor Arterials, and Collector Streets as depicted in the latest Thoroughfare Plan, which is amended from time to time.
- Properties fronting or having access to the street must be predominantly residential in character.
- The street must have a legal speed limit of 30 miles per hour, or less.
- Traffic volumes must be greater than 500 vehicles/day.
- If the street is a critical service route as identified by the Police, Fire, or an Independent School District, the list of acceptable traffic calming devices include: Speed Control Signs, Speed Cushions, and Midblock Narrowings. The list of acceptable traffic calming devices will be provided to the City Council for consideration.
- A Traffic Calming measure must not block the only means of vehicular, pedestrian, or service vehicle access to any property or restrict access to utilities.

3. General Information

3.1.2 Operational Characteristics

- The street must have adequate sight distances to safely accommodate the Traffic Calming measure as determined by the City Engineer.
- The street must not have curves or grades that prevent safe placement of the Traffic Calming measure. The Traffic Calming measure may not be located on streets that have a vertical grade of more than 5% on their immediate approaches.
- The street must be paved and be at least 1,000 feet in length. If there is no curb and gutter, a special design shall be used to prevent vehicles from maneuvering around the device.
- The design and implementation of the traffic calming device must not interfere with the existing street drainage, property access, or driveways.

3. General Information

3.1.3 Other Characteristics

- A traffic calming device shall not be placed in front of a driveway.
- A traffic calming device shall not be placed in front of a property whose owner/resident is opposed to the device installation.

For application requests meeting the above requirements, City staff will proceed with analysis. If a request is found to not be eligible for a traffic calming device, the Applicant will be notified in writing.

3. General Information

3.2 Cost Responsibility

Installation cost - The installation of various traffic calming devices (including accompanying signs, pavement markings, etc.) that meet the eligibility and petition requirements and are approved by the City Council will be funded through a 50/50 cost share between the City and the Applicant. The Applicant shall be responsible for obtaining 50% of the funding for the device, and providing the funds to the City no later than 90 days following City Council approval of the device. The City's 50% share of funding for the device is limited to the available funds in the fiscal year operating budget. If the applicant chooses to provide 100% of the funding for the installation of the traffic calming device, the City will expedite the installation.

3. General Information

3.4 Removal of a Traffic Calming Device

The process and procedure for requesting removal or alteration of Traffic Calming devices is the same as the process for installation, except that there is no City participation in cost sharing for removal of speed humps and speed cushions that were installed under this policy. All associated costs for the removal of devices originally installed under this program must be borne by the Applicant.

3.5.1 Maintenance

All traffic calming devices installed under this policy shall be maintained by the City of Sachse.

3.5.2 Street Reconstruction

Streets scheduled for reconstruction that contain a traffic calming device installed under this policy will be evaluated prior to reconstruction. The City Engineer shall hold a public meeting with the property owners in the Affected Area and provide a new petition form for completion. If the petition requirements of Section 4.5.2 are met, the City Engineer will include the device in the construction documents and project scope for the reconstruction of the road.

4. Procedures for Requesting and Installing a Traffic Calming Device

4.1 Project Request

The initial request for installation of traffic calming measures shall originate from a resident(s) residing on the street(s) in question. A request in writing must be mailed or delivered to the City of Sachse, Engineering Department, 3815-B Sachse Road, Sachse, Texas 75048.

4.2 Pre-Application Conference

Upon receipt of a written request from a resident, the City Engineer will meet with the resident(s) to discuss the application process, the eligibility requirements, the limits of the area potentially impacted by the Traffic Calming device (the Primary Affected Area), the evaluation procedure and the implementation process. The resident(s) will select an Applicant and provide the Applicant's contact information to the City Engineer. The Applicant shall be a resident that resides on the street in question.

4. Procedures for Requesting and Installing a Traffic Calming Device

4.3 Application

- The application will consist of a completed Traffic Calming Request form supplied by the City Engineer to the Applicant, and the required petition with signatures.
- The petition must be signed by greater than 50% of the residents in the Primary Affected Area.
- All signatures must be dated within six months of the issuance of the petition.
- The applicant is responsible for submitting all of the components of the application to the City Engineer in order for review of the Traffic Calming proposal to commence.
- A dated petition form will be issued by the City Engineer to the Applicant after the pre-application meeting. It will include the names and addresses of residents living within the Primary Affected Area. The Applicant must obtain the signatures.

4. Procedures for Requesting and Installing a Traffic Calming Device

4.4 Implementation Process for a Trial Device

4.4.1 City Staff will conduct a traffic study to determine if the subject street meets the eligibility requirements and an infrastructure review to confirm existing conditions.

4.4.2 The review conducted by the City Engineer will be sent to all affected City departments, including Public Works, Community Development, Police and Fire as well as school district(s) for comment.

Once the studies are completed, the City staff will determine if the subject street meets the eligibility requirements and is a good candidate for a Traffic Calming device. If the street either does not meet the eligibility criteria or the petition requirements are not met, the Applicant will be notified of this in writing by the City staff.

4. Procedures for Requesting and Installing a Traffic Calming Device

4.4 Implementation Process for a Trial Device (Continued)

- 4.4.3. Once the studies are completed, the City staff will determine if the subject street meets the eligibility requirements and is a good candidate for a Traffic Calming device. If the street either does not meet the eligibility criteria or the petition requirements are not met, the Applicant will be notified of this in writing by the City staff.
- 4.4.4. If a traffic calming measure meets the eligibility and petition requirements, the City Council will be briefed on the request and consider approval of a trial installation. Approval of the City Council is required prior to installation of any traffic calming device. If approved by the City Council, the location will be placed on the list for trial device installation. The applicant will be notified of the result, and an estimated time frame for the installation of a trial device.
- 4.4.5. Signs giving notice of the trial device and contact information for questions or comments will be erected by the City at the location of the device approximately two weeks prior to the installation date.
- 4.4.6. The trial period for a traffic calming device will last a minimum of 60 days for evaluation. During the trial period, city staff will conduct traffic studies similar to those performed before the trial period to determine the effectiveness of the traffic calming device. A letter explaining the trial device will be sent to the Applicant and the property owners in the Primary Affected Area.
- After the end of the trial period, the City Engineer will prepare a report, including data from the completed studies and feedback received from residents. Written public comments received during the evaluation period will be attached and summarized in the report. The report will be made available to the property owners.

4. Procedures for Requesting and Installing a Traffic Calming Device

4.5 Implementation for a Permanent Device Installation

The trial device evaluation process must be completed, documented and the required percentage of all residents in the Primary Affected Area must concur prior to the City Council consideration of the installation of the permanent device. The process is as follows:

- 4.5.1 City staff will estimate the funding necessary to implement the permanent device based on design, right-of-way, and construction costs.
- 4.5.2 The City will notify all property owners in the affected area by mail of the requested permanent device. The notice will include a mail-back ballot to indicate support or opposition to the request. A minimum of 50% of the ballots must be returned to the City within 30 days of the mailing date. In addition, at least 75% of all responding residents in the Primary Affected Area must support the permanent installation of a traffic calming device.
- 4.5.3 If 75% of all returned ballots from residents in the Primary Affected Area support the installation of a permanent traffic calming device, and all other conditions are met, staff will prepare an agenda item for public hearing at a City Council Meeting. If the criteria described herein are not met, the application will not be presented to the City Council for approval consideration and the Applicant will be notified in writing.

4. Procedures for Requesting and Installing a Traffic Calming Device

4.5 Implementation for a Permanent Device Installation (Continued)

- 4.5.4 If a permanent device is approved by the City Council, the temporary devices will remain in place for no longer than 90 days after City Council Approval. If the Applicant's share of the funding is not received by the City within 90 days of City Council approval, the request will expire, and no device will be installed. Once funds to construct any permanent modifications are identified and received, the design and construction process will begin as outlined below.
- City staff will initiate the preliminary design and review process to implement the device.
- The Applicant will be notified and have the opportunity to review the design with staff prior to construction; however, the City will have final design approval.
- The City will develop a final design and cost estimate for the device and the Applicant's cost, if applicable, will be adjusted accordingly.
- Once the Applicant's share of the project cost is received (if applicable), the City will finalize the design and schedule construction of the Traffic Calming device, subject to the availability of the City's portion of the funds.

5. Types of Traffic Calming Measures

- 5.1. Speed Control Display Signs
- 5.2. Speed Cushions
- 5.3. Speed Humps
- 5.4. Speed Tables
- 5.5. Traffic Circles
- 5.6. Chicanes
- 5.7. Center Island Narrowings
- 5.8. Midblock Narrowings
- 5.9. Intersection Neckdowns

Appendix

- Application and Sample Petition Form
- Primary Affected Area – Sample Map
- Traffic Calming Measure Exhibits

Process Overview

1. Citizen Request & Pre-Application Meeting with City Engineer
2. City Engineer determines Primary Affected Area, provides application/petition to Applicant
3. Applicant submits petition for traffic calming (min. 50% of residents must sign)
4. Staff completes a traffic study and review of the request
5. If requirements are met, Staff presents to City Council for consideration of a trial device
6. Trial Device implemented, staff completes a traffic study, collects feedback, prepares report
7. City issues mail-back ballot to citizens in Primary Affected Area
8. If ballot meets 50/75 rule (50% returned, 75% in favor), City Council Considers permanent device
9. If approved by Council, Applicant has 90 days to provide 50% funding match
10. Device installed based on available City funds

Discussion

- Staff is seeking feedback on the following items:
 - Primary Affected Area
 - Minimum response/favor for petition & ballot
 - Trial Device/Permanent Device Process
 - Cost Responsibility & Funding Methods
 - Application Fee