



Sachse, Texas

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

Meeting Agenda City Council

Monday, January 5, 2015

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, January 5, 2015, 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.

[14-2605](#) Consider receiving the Monthly Revenue and Expenditure Report for the period ending November 30, 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 November 30, 2014.

Attachments: [GF 11-30-14.pdf](#)

[UF 11-30-14.pdf](#)

[DS 11-30-14.pdf](#)

[SEDC 11-30-14.pdf](#)

[Sales Tax Analysis 11-30-14.pdf](#)

[14-2604](#) Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the mowing services agreement, by and between the City of Sachse and Good Earth Corporation to

provide mowing and maintenance services for the city's parks, median, rights-of-way and open spaces.

Executive Summary

The annual mowing contract expired on January 1, 2015. The City of Sachse solicited bids for these services. Three contractors submitted sealed bids, which were opened on December 18, 2014. Good Earth Corporation submitted a low bid of \$73,273. Good Earth Corporation meets all of the requirements and specifications to be awarded the contract. This mowing contract will start on January 12, 2015, and shall be effective for a period of one year and shall automatically renew for two successive one year terms unless either party provides 30 days written notice to the other party.

Attachments: [2015MowingBidSheet.pdf](#)
[2015 Good Earth Mowing Contract.pdf](#)
[2015 Contract Mowing-Map.pdf](#)
[2015 City of Sachse Mowing Contract PP Presentation.pdf](#)
[2015 Resolution for Good Earth.pdf](#)
[MowingSpecs2015-Exhibit A.pdf](#)

- [14-2584](#) Consider acceptance of the resignation of Eric Dumois on the Economic Development Corporation Board of Directors.

Executive Summary

Mr. Eric Dumois has resigned his seat on the EDC Board.

Attachments: [Eric Dumois resignation.pdf](#)

- [14-2600](#) Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a master purchase agreement, by and between the City of Sachse and Advanced Public Safety, Inc. to convert the Sachse Police Department's current Advanced Public Safety ("APS") electronic ticketing solution from PocketCitation to QuickTicket.

Executive Summary

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

Attachments: [Quick Ticket Master Purchase Agreement.pdf](#)
[QuickTicket Scope of Work.pdf](#)
[QuickTicket Quote.pdf](#)
[Resolution Advance Public Safety QuickTicket.pdf](#)

- [14-2619](#) Consider an Ordinance of the City of Sachse, Texas, directing the City Manager to erect a No Left Turn Sign for eastbound traffic in the Blackburn Road median approximately 235 feet east of Murphy Road,

and to erect a Left Turn Only sign for eastbound traffic in the Blackburn road median approximately 500 feet east of Murphy Road, as a Consent Agenda Item.

Executive Summary

Chapter 9 of the City of Sachse Code of Ordinances provides that the City Council of the City of Sachse shall direct the City Manager by ordinance to erect traffic control signs. Blackburn Road is now a 4-lane divided roadway from Murphy Road to Hilltop Trail. There is a hooded left turn lane for westbound traffic turning into the Prosperity Bank driveway. To the east, there is a left turn lane for eastbound traffic turning into the Walmart Neighborhood Market driveway. Under the guidance of the City Manager, the City Engineer has evaluated the existing traffic conditions related to the left turn lanes on Blackburn Road. This ordinance will establish a no left turn sign and a left turn only sign in these locations, to prevent eastbound traffic from turning into the hooded left turn lane from the wrong direction, and to direct eastbound traffic to use the left turn lane located further to the east.

Attachments: [A - Location Map PDF](#)

[B - Blackburn Study Memo PDF](#)

[Presentation PDF](#)

[Ordinance for Regulatory Traffic Signs on Blackburn Road PDF](#)

[14-2609](#)

Consider a resolution of the City Council of the City of Sachse, Texas, adopting the 2015 Strategic Plan attached as Exhibit "A".

Executive Summary

The City Council conducted workshops or discussions on September 20th, November 1st, November 17th, and December 1st to discuss and create goals for the city. On November 5th, 2014, the staff leadership team met to generate tasks/actions with target completion years to support and realize the Council's strategies. The purpose of this item is to provide the Council the opportunity to adopt the resulting 2015 City of Sachse Strategic Plan.

Attachments: [RES Adopting 2015 Strategic Plan](#)

[2015 Draft Goals Report PDF](#)

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

[14-2606](#)

Present Proclamation recognizing Officer Richard Oliver's 20 years of service with the City of Sachse and acknowledge his retirement.

Executive Summary

Officer Richard Oliver has recently achieved twenty (20) years of service with the City of Sachse. The Mayor has issued a Proclamation recognizing his service.

Attachments: [Proclamation.Richard Oliver.pdf](#)

[14-2613](#) Recognize employees for their service to the City of Sachse.

Executive Summary

Each quarter the City Council recognizes employee milestones.

[14-2602](#) Staff Briefing: City Manager.

Executive Summary

Each month a briefing is given to City Council providing an update of recent actions and events for a specific department. This month the City Manger will brief the Council.

Attachments: [20150105 CM Staff Briefing PDF](#)

3. CITIZEN INPUT.

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

[14-2607](#) Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending the Zoning Ordinance and map, as heretofore amended; to grant a change of zoning from a Residential-1 (R-1) and Agricultural (AG) District with a Turnpike Overlay District to a Planned Development (PD) District with a Turnpike Overlay District on an 8.44 acre tract of land, located on the southeast corner of Merritt Road and President George Bush Turnpike, City of Sachse, Dallas County, Texas, and particularly described in Exhibit "A" and depicted in Exhibit "B"; providing for the approval of the Zoning Concept Plan approved as Exhibit "C"; 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.

Executive Summary

The applicant is requesting to rezone the subject property from its existing Residential and Agricultural zoning districts to a Planned Development zoning district. The proposed Planned Development would be comprised of commercial and retail uses along with residential townhomes.

Attachments: [CD- Harmony Hill PD Presentation CC.pdf](#)
[CD- Harmony Hill PD Attachment 1.pdf](#)
[CD- Harmony Hill PD Attachment 2.pdf](#)
[CD- Harmony Hill PD Attachment 3.pdf](#)
[CD- Harmony Hill PD Ordinance.pdf](#)
[CD- Harmony Hill PD Exhibit A.pdf](#)
[CD- Harmony Hill PD Exhibit B.pdf](#)
[CD- Harmony Hill PD Exhibit C.pdf](#)

[14-2603](#)

Discuss and consider a resolution of the City Council of the City of Sachse, Texas approving the terms and conditions of the Agreement for Services between the City of Sachse, Texas, and Waters & Company Executive Recruitment/A Springstead Company; authorizing its execution by the City Manager; and providing for an effective date.

Executive Summary

Police Chief Dennis Veach announced his plan to retire, but has agreed to remain as his current Police Chief position until a new chief is selected. The City Manager desires to use the services of an executive search firm to assist the City in finding a new chief. The purpose of this item is to provide the Council with the opportunity to consider hiring a search firm to assist in the recruitment and selection of Sachse's next Chief of Police.

Attachments: [RES Approving Waters Company Agreement for Services.pdf](#)
[Agreement Police Chief Search.pdf](#)
[Proposal Sachse TX Exec Search Police Chief FINAL.pdf](#)

[14-2621](#)

Discuss increasing alarm permit fees.

Executive Summary

Discuss increasing alarm permit fees. Currently alarm permit fees are ten dollars (\$10) for two years. Staff suggests alarm permit fees be raised to twenty four dollars (\$24) per two year permit period, effective upon renewal.

Attachments: [Alarm Permit Fee Presentation.pdf](#)

[14-2572](#)

Consider a resolution of the City Council of the City of Sachse, Texas, approving the payment of thirty nine thousand three hundred seventy three dollars and eighty six cents(\$39,373.86) to Kansas City Southern Railway Company per the final project accounting of the Fifth Street Grade Crossing Improvements North of State Highway 78; and providing for an effective date.

Executive Summary

The City Council approved Resolution 3038 on March 3rd, 2008 authorizing the City Manager to execute a Grade Crossing

Improvements Agreement with Kansas City Southern Railway Company. The agreement specifies the fiduciary responsibility of both parties. Kansas City Southern Railway Company completed the final project accounting for the project, and has issued an invoice to the City, in the amount of \$39,373.86, for the difference between the anticipated costs and actual costs incurred on the project.

Attachments: [Exhibit A - Resolution 3038 PDF](#)

[Exhibit B - Grade Crossing Improvements Agreement PDF](#)

[Exhibit C - Final KCS Invoice PDF](#)

[Sachse RESO approving payment to KCS](#)

[Presentation - KCS Final Project Accounting](#)

[14-2620](#)

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.

Executive Summary

A closed session, as provided by state law, to consult with the City Attorney.

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: January 2, 2015; 5:00 p.m.

Michelle Lewis Sirianni, Executive Assistant for 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 #: 14-2605 **Version:** 1 **Name:** Monthly Revenue and Expenditure Report for November 2014

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

File created: 12/19/2014 **In control:** City Council

On agenda: 1/5/2015 **Final action:**

Title: Consider receiving the Monthly Revenue and Expenditure Report for the period ending November 30, 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 November 30, 2014.

Sponsors:

Indexes:

Code sections:

- Attachments:** [GF 11-30-14.pdf](#)
[UF 11-30-14.pdf](#)
[DS 11-30-14.pdf](#)
[SEDC 11-30-14.pdf](#)
[Sales Tax Analysis 11-30-14.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider receiving the Monthly Revenue and Expenditure Report for the period ending November 30, 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 November 30, 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 November 30, 2014, as well as an analysis of sales tax receipts for the first two months of the fiscal year.

Policy Considerations

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

Budgetary Considerations

None

Staff Recommendations

Staff recommends that the City Council receive the Monthly Revenue and Expenditure Report for the period ending November 30, 2014 as a Consent Agenda item.

City of Sachse
 Monthly Revenue and Expenditure Report
 November 30, 2014
 (Unaudited)

GENERAL FUND

17% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Property Tax	\$ 7,700,541	\$ 245,243	\$ 453,241	5.89%	A
Sales Tax	1,184,444	129,759	219,791	18.56%	
Franchise Fees	1,486,816	135,326	321,661	21.63%	
Licenses and Permits	527,220	62,022	122,996	23.33%	
Service Fees	614,027	63,291	121,743	19.83%	
Fines	250,000	16,498	33,439	13.38%	
Interest Income	5,000	5	653	13.06%	
Miscellaneous Income	154,613	12,153	31,365	20.29%	
Intergovernmental Revenue	899,864	74,989	149,977	16.67%	
Total Revenue	\$ 12,822,525	\$ 739,285	\$ 1,454,864	11.35%	
Expenditure Summary					
City Manager	\$ 345,708	\$ 29,698	\$ 52,736	15.25%	
City Secretary	169,012	13,372	28,954	17.13%	
Human Resources	292,304	21,308	34,989	11.97%	
Finance	552,435	56,107	105,820	19.16%	
Municipal Court	185,400	11,933	18,272	9.86%	
Parks & Recreation	899,087	58,402	108,992	12.12%	
Senior Programs	115,061	8,132	15,835	13.76%	
Library Services	327,083	22,996	51,161	15.64%	
Community Development	677,969	62,217	112,120	16.54%	
Streets & Drainage	1,057,273	53,859	119,566	11.31%	
Facility Maintenance	389,947	17,131	41,991	10.77%	
Police	3,808,914	299,478	629,744	16.53%	
Animal Control	177,431	14,337	29,221	16.47%	
Fire/EMS	2,869,257	200,346	410,021	14.29%	
Combined Services	561,690	17,896	256,279	45.63%	B
City Engineer	290,568	21,211	41,273	14.20%	
Total Expenditures	\$ 12,719,139	\$ 908,422	\$ 2,056,974	16.17%	
Total Revenue Over/Under Expenses	\$ 103,386	\$ (169,138)	\$ (602,109)		

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
 November 30, 2014
 (Unaudited)

UTILITY FUND

17% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 17%
Revenue Summary					
Water Revenue	\$ 4,135,178	\$ 380,893	\$ 807,631	19.53%	
Sewer Revenue	3,712,681	297,172	591,725	15.94%	
Fees	168,200	18,616	34,246	20.36%	
Interest Income	2,000	-	202	10.11%	
Miscellaneous Income	-	-	-		
Total Revenue	\$ 8,018,059	\$ 696,681	\$ 1,433,804	17.88%	
Expenditure Summary					
Utility Administration	\$ 262,207	\$ 23,555	\$ 46,109	17.58%	
Water Operations	4,252,457	345,089	675,641	15.89%	
Sewer Operations	3,061,482	210,243	429,550	14.03%	
Meter Reading	217,977	44,978	53,814	24.69%	A
Total Expenditures	\$ 7,794,123	\$ 623,864	\$ 1,205,113	15.46%	
Total Revenue Over/Under Expenses	\$ 223,936	\$ 72,817	\$ 228,691		

Explanation of Major Variances:

A YTD Expenses include meters purchased for new construction.

Monthly Revenue and Expenditure Report
November 30, 2014
(Unaudited)

Debt Service Fund

17% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Property Tax	\$ 2,964,058	\$ 93,493	\$ 171,665	5.79%	
Interest Income	1,500		59	3.94%	
Total Revenue	\$ 2,965,558	\$ 93,493	\$ 171,724	5.79%	
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	\$ 93,493	\$ 171,724		

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

City of Sachse
 Monthly Revenue and Expenditure Report
 November 30, 2014
 (Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

17% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 17%
Revenue Summary					
Sales Tax	\$ 583,222	\$ 64,879	\$ 107,464	18.43%	
Other Income	\$ -	\$ -			
Interest Income	7,500	37	704	9.38%	
Total Revenue	\$ 590,722	\$ 64,916	\$ 108,168	18.31%	
Expenditure Summary					
Expenditures	586,553	20,488	36,600	6.24%	
Total Expenditures	\$ 586,553	\$ 20,488	\$ 36,600	6.24%	
Total Revenue Over/Under Expenses	\$ 4,169	\$ 44,428	\$ 71,568		

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	162,100	92,624	307,552	26.37%
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	538,243	307,552		
BUDGET		859,583			BUDGET		1,166,444		



Legislation Details (With Text)

File #:	14-2604	Version:	1	Name:	2015 City of Sachse Mowing Contract
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	12/19/2014	In control:		In control:	City Council
On agenda:	1/5/2015	Final action:		Final action:	

Title: Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the mowing services agreement, by and between the City of Sachse and Good Earth Corporation to provide mowing and maintenance services for the city's parks, median, rights-of-way and open spaces.

Executive Summary

The annual mowing contract expired on January 1, 2015. The City of Sachse solicited bids for these services. Three contractors submitted sealed bids, which were opened on December 18, 2014. Good Earth Corporation submitted a low bid of \$73,273. Good Earth Corporation meets all of the requirements and specifications to be awarded the contract. This mowing contract will start on January 12, 2015, and shall be effective for a period of one year and shall automatically renew for two successive one year terms unless either party provides 30 days written notice to the other party.

Sponsors:

Indexes:

Code sections:

- Attachments:**
- [2015MowingBidSheet.pdf](#)
 - [2015 Good Earth Mowing Contract.pdf](#)
 - [2015 Contract Mowing-Map.pdf](#)
 - [2015 City of Sachse Mowing Contract PP Presentation.pdf](#)
 - [2015 Resolution for Good Earth.pdf](#)
 - [MowingSpecs2015-Exhibit A.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 the mowing services agreement, by and between the City of Sachse and Good Earth Corporation to provide mowing and maintenance services for the city's parks, median, rights-of-way and open spaces.

Executive Summary

The annual mowing contract expired on January 1, 2015. The City of Sachse solicited bids for these services. Three contractors submitted sealed bids, which were opened on December 18, 2014. Good Earth Corporation submitted a low bid of \$73,273. Good Earth Corporation meets all of the requirements and specifications to be awarded the contract. This mowing contract will start on January 12, 2015, and shall be effective for a period of one year and shall automatically renew for two successive one year terms unless either party provides 30 days written notice to the other party.

Background

Sealed bids were received and opened on December 18, 2014, for medians, rights-of-way, parks, and open space maintenance for the City of Sachse. There were three contractors that submitted bids: McCrary's Mow Time Inc., J. Nichols Construction, and Good Earth Corporation. Bids ranged from a high of \$94,801 submitted by J. Nichols to the low bid from Good Earth Corporation of \$73,273 annually. Good Earth Corporation meets all of the specifications and is the qualified low bid. The contract shall be effective for a period of one year and shall automatically renew for two successive one year terms unless either party provides 30 days written notice to the other party.

Policy Considerations

This will be a new partnership with Good Earth Corporation. They are a well established company that serves a variety of municipalities in the metroplex. We look forward to working with such and established mowing company and building a great working relationship.

Budgetary Considerations

The Parks and Recreation budget for contract mowing for the 2014-15 year is \$85,000. There were a couple areas added to the contract including Firefighters Park and Bunker Hill Road. The contractor will maintain 16 areas throughout the City containing approximately 38 acres. The \$85,000 budgeted will cover the initial contract and allow some funds to cover additional land that may be added in the future. This contract will include fertilizer, herbicide and pesticide application on HWY 78, Fire Station #2, Bunker Hill Road, Hudson Lane, and Dave Sanford Park.

Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the mowing services agreement, by and between the City of Sachse and Good Earth Corporation to provide mowing and maintenance services for the city's parks, median, rights-of-way and open spaces, as a Consent Agenda Item.

CITY OF SACHSE MOWING CONTRACT BIDS, DECEMBER 18, 2014, 11:00 AM

Company Name	Base Bid	Alternate Bid	Insurance Verification
McCrary's Mow Time	79,410	\$100 ⁰⁰ /HR	X
C & C Mowing	No	SHOW	—
Good Earth Inc.	73,273	\$45/HR	X
J. Nichols Construction	94,801	\$75/hr	X

**Article III
Scope of Services**

The Company agrees to provide the City with the services in accordance with those specifically set out in the City's Bid for Maintenance Specifications ("Bid Specifications") and the Company's Response to same, attached hereto as Exhibit A. In the event of any conflict between the Bid Specifications and the Company's Response, the Bid Specifications shall control. In the event of any conflict between the Bid Specifications and this Agreement, this Agreement shall control.

**Article IV
Compensation**

3.1 The City shall compensate Company as set forth in Exhibit A in an amount not to exceed seventy-three thousand two hundred seventy-three dollars (\$73,273). This amount may be exceeded for the work identified in Section 3.2.

3.2 Additional Work. Mowing of vacant lots and/or areas other than set forth in the Bid Specifications, when requested in writing by the City, shall be charged at the rate of \$45.00 per hour.

**Article V
Suspension of Work**

The City shall have the right to immediately suspend work by the Company if the City determines in its sole discretion that the Company has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Company shall be suspended until the Company has taken satisfactory corrective action.

**Article VI
Availability of Funds**

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Professional may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

**Article VII
Insurance**

The Company shall provide and maintain for the duration of this Agreement, and for the benefit of the City (naming the City and its officers, agents and employees as additional insureds), insurance coverage as set forth in the Insurance Requirements as set out in Exhibit "A." The Company shall provide a signed Certificate of Insurance verifying that the Company

has obtained the required insurance coverage for the City prior to the Effective Date of this Agreement.

Article VIII Indemnification

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

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

Article IX Miscellaneous

9.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

9.2 Assignment. The Company may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by the Company to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

9.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

9.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

9.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

9.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

9.7 Independent Contractor. It is understood and agreed by and between the Parties that Professional, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by the Company pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. The Company shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

9.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:
City of Sachse, Texas
Attn: Billy George
3815 Sachse Road
Sachse, Texas 75048
Facsimile: 972-530-0426

With a copy to:
Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201
Facsimile: 214-965-0010

If intended for the Company:
George Belk, COO
Good Earth Corporation
8020 Heinen Drive
Dallas, Texas 75227
Facsimile: 214-381-9315

9.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

9.10 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

9.11 Audits and Records. The Company agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Company's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

9.12 Conflicts of Interests. Professional represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

9.13 Compliance with Federal, State & Local Laws. The Company shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

9.14 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

(signature page to follow)

EXECUTED this ____ day of _____, 201__.

City of Sachse, Texas

By: _____
Billy George, City Manager

Approved as to form:

By: _____
Peter G. Smith, City Attorney
(PGS/JIG/12-19-11/53031)

EXECUTED this _____ day of _____, 201__.

Good Earth Corporation

By: _____
Name: _____
Title: _____



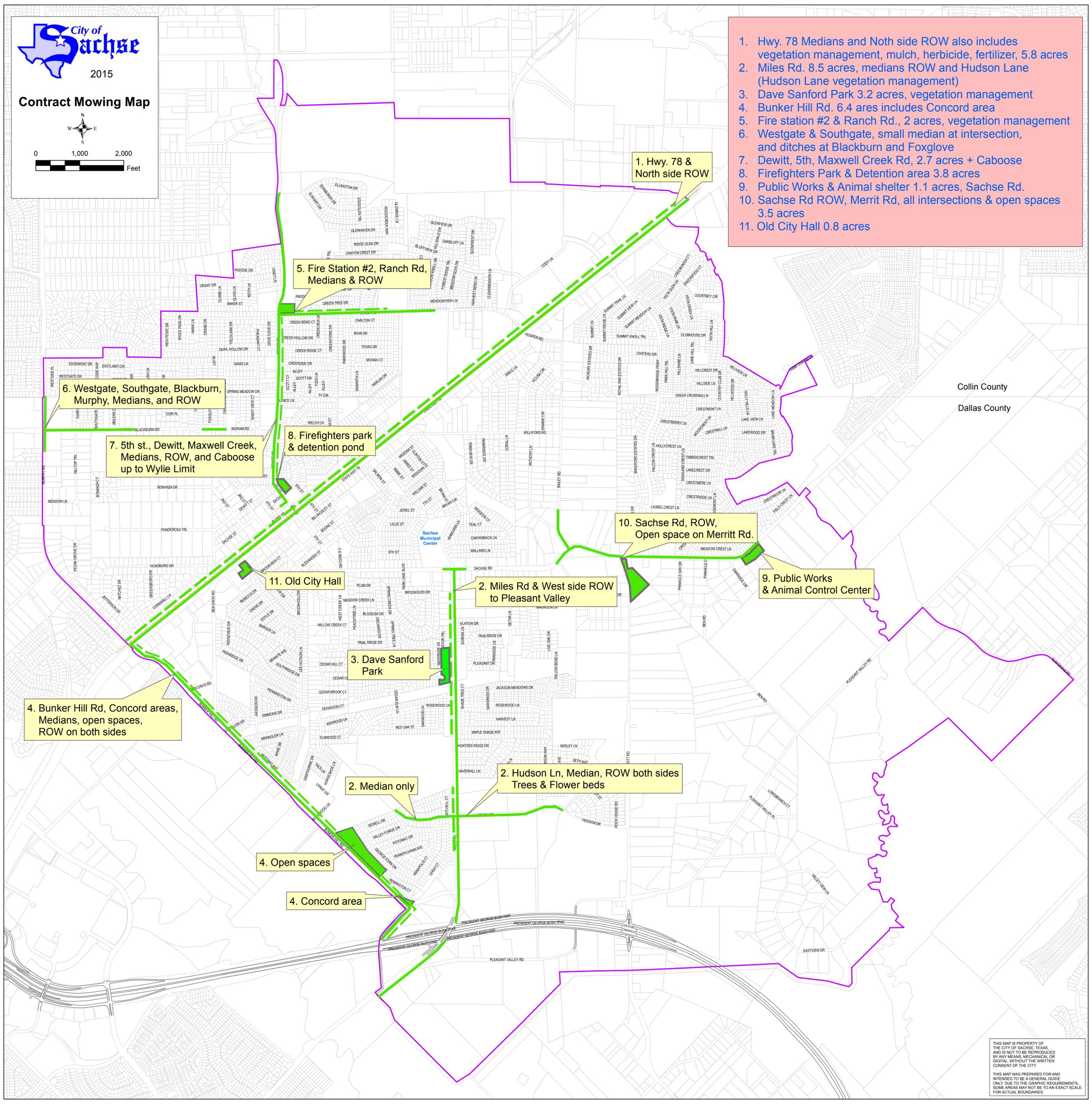
2015

Contract Mowing Map



0 1,000 2,000 Feet

1. Hwy. 78 Medians and Noth side ROW also includes vegetation management, mulch, herbicide, fertilizer, 5.8 acres
2. Miles Rd. 8.5 acres, medians ROW and Hudson Lane (Hudson Lane vegetation management)
3. Dave Sanford Park 3.2 acres, vegetation management
4. Bunker Hill Rd. 6.4 ares includes Concord area
5. Fire station #2 & Ranch Rd., 2 acres, vegetation management
6. Westgate & Southgate, small median at intersection, and ditches at Blackburn and Foxglove
7. Dewitt, 5th, Maxwell Creek Rd, 2.7 acres + Caboose
8. Firefighters Park & Detention area 3.8 acres
9. Public Works & Animal shelter 1.1 acres, Sachse Rd.
10. Sachse Rd ROW, Merrit Rd, all intersections & open spaces 3.5 acres
11. Old City Hall 0.8 acres



Collin County
Dallas County

4. Bunker Hill Rd, Concord areas, Medians, open spaces, ROW on both sides

4. Open spaces

4. Concord area

2. Median only

2. Hudson Ln, Median, ROW both sides Trees & Flower beds

11. Old City Hall

2. Miles Rd & West side ROW to Pleasant Valley

3. Dave Sanford Park

8. Firefighters park & detention pond

7. 5th st., Dewitt, Maxwell Creek, Medians, ROW, and Caboose up to Wylie Limit

6. Westgate, Southgate, Blackburn, Murphy, Medians, and ROW

5. Fire Station #2, Ranch Rd, Medians & ROW

1. Hwy. 78 & North side ROW

10. Sachse Rd, ROW, Open space on Merrit Rd.

9. Public Works & Animal Control Center

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

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

2015 City of Sachse Mowing Contract

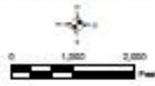
January 5, 2015

Steps to Selecting Mowing Contractor

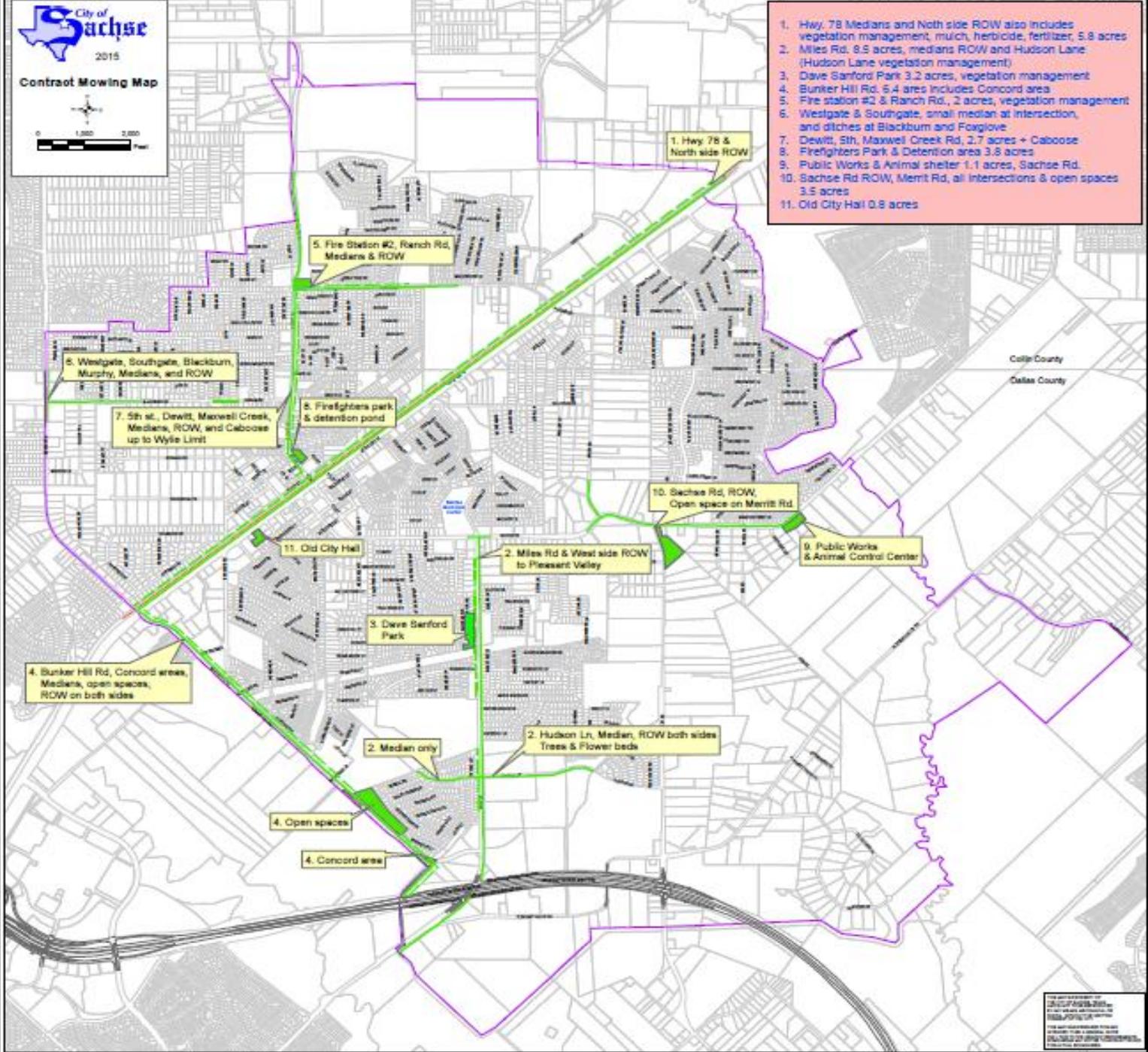
- ▶ Prepare specifications
 - ▶ Advertise for bid
 - ▶ Mandatory pre-bid meeting
 - ▶ Bid opening
 - ▶ Make recommendation to City Council
- 

Bid Opening on December 18, 2014

Company	Annual Bid Amount	Insurance Verification	Equipment Verification	Alternate Bid - Code Enforcement
Good Earth Inc.	\$73,273	X	X	\$45.00/hr
McCrary's Mow Time Inc.	\$79,410	X	X	\$100.00/hr
Jay Nichols, Inc.	\$94,801	X	X	\$75.00/hr



1. Hwy. 78 Medians and North side ROW also includes vegetation management, mulch, herbicide, fertilizer, 5.8 acres
2. Miles Rd. 8.5 acres, medians ROW and Hudson Lane (Hudson Lane vegetation management)
3. Dave Sanford Park 3.2 acres, vegetation management
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5. Fire station #2 & Ranch Rd., 2 acres, vegetation management
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7. Dewitt, 5th, Maxwell Creek Rd, 2.7 acres + Caboose
8. Firefighters Park & Detention area 3.8 acres
9. Public Works & Animal shelter 1.1 acres, Sachse Rd.
10. Sachse Rd ROW, Merritt Rd, all intersections & open spaces 3.5 acres
11. Old City Hall 0.8 acres



QUESTIONS ?



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE MOWING SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF SACHSE AND GOOD EARTH CORPORATION TO PROVIDE MOWING AND MAINTENANCE SERVICES FOR THE CITY'S PARKS, MEDIANS, RIGHTS-OF-WAY AND OPEN SPACES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the responsibility of the City of Sachse to maintain its parks, medians, rights-of-way and open spaces; and

WHEREAS, the City Council for the City of Sachse desires to secure mowing and maintenance services for the City's parks, medians, rights-of-way and open spaces;

WHEREAS, the City Council of the City of Sachse has been presented a proposed Mowing Services Agreement ("Agreement") between the City of Sachse and Good Earth Corporation to provide mowing and maintenance services for the City's parks, medians, rights-of-way and open spaces; and

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

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

SECTION 1. The Mayor is hereby authorized to execute the Agreement, attached hereto as Exhibit "A," with Good Earth Corporation to provide mowing and maintenance services for the City's parks, medians, rights-of-way and open spaces.

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 _____, 2015.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

2015 CITY OF SACHSE
MEDIAN, RIGHT-OF-WAY, PARKS, and OPEN SPACE
MAINTENANCE SPECIFICATIONS

I. GENERAL INFORMATION

A. Intent

It is the intent of these specifications to describe the requirements for parks, open space, median, right-of-way mowing maintenance for the City of Sachse. Contractor will supply all necessary materials, equipment, labor and supervision.

B. Unit Cost

The unit cost for evaluation purposes shall be the total cost to mow or maintain each site for one year.

C. Equipment

Contractor must supply a list of all equipment to be used in the execution of this agreement including, but not limited to: tractors, mowers, riding mowers, trimming/edging equipment, transport vehicles, spray rig for chemicals, and trailers (see attachment 1). If contractor plans to lease or purchase any or all equipment, contractor shall provide evidence satisfactory to the City that includes:

1. Name, address, and telephone number of company where equipment is to be leased/purchased, including itemization of equipment.
2. Statements from that company that the contractor qualifies for leasing/purchase of equipment specified. An on-site inspection may be required as part of the qualifying process.

D. **Increases/Decreases of Acreage**

Dependent upon funding and/or growth conditions, the City may request an increase in the acreage or areas that are maintained by the city. Any increases will be calculated at the cost per acre bid.

II. SPECIFICATIONS

A. **General Specifications**

1. All work should be performed Monday - Friday only. Work will not be allowed on Saturday or Sunday without prior permission from contract administrator.
2. All employees and equipment shall have the proper safety equipment devices, which include, but are not limited to: hearing and eye protection, orange safety vests, and flashers/strobe lights on vehicles. All equipment and personal protective equipment shall meet OSHA safety standards. Warning signs and barricading shall be in accordance with any applicable state or federal laws.
3. During the term of the agreement, the contractor must provide to the **contract administrator (the contract administrator is the Parks and Recreation Director or designee)** a working telephone number and address. The telephone must be answered during normal working hours to, at least, take a message.
4. Contractor may invoice for each completed month of maintenance.
5. Contractor will be responsible for any damage done to plant materials or other property during its maintenance operations.
6. Contractor may not sell, sublet or otherwise assign any part of its responsibilities to others without written consent of City of Sachse.
7. Contractor and employees will be courteous to the public at all times while at the work site. Conflicts, or potential conflicts between required work and public use of a location, should be reported to the contract administrator.
8. The parties agree the City may cancel this agreement by providing thirty (30) days notice to contractor.

9. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Sachse, and shall control its operation at the work site and be solely responsible for the acts or omissions of its employees.
10. The contractor's employees shall report to work in clean uniforms, including shirt and pants. Uniforms worn by employees shall indicate contractor's name in a manner clearly identifiable to the public. Employees shall at all times wear a shirt.
11. Equipment shall be kept in good operating condition at all times.
12. The Mowing and Lawn Maintenance Contract shall be effective for a period of one (1) year and shall automatically renew for two (2) successive one (1) year terms unless either party provides thirty (30) days written notice to the other party delivered by certified mail prior to the expiration after current term.
13. Poor performance, breach of contract, or default authorizes the City to award specified work to another contractor or otherwise purchase services elsewhere. The full increase in cost may be charged to the defaulting bidder.
14. Any questions or concerns during the contract period should be directed to the contract administrator.

B. Maintenance Specifications

1. **Locations** - The parks, open space, medians and rights of way to be mowed are designated on the attached list. We will visit the sites at the pre-bid meeting. It is the responsibility of the bidder to visit all the sites.
2. **Inspection** - Inspections will be done by contract administrator regularly. If any deficiencies are cited, the contractor must correct them within 48 hours. Failure to do so may result in termination of the agreement.
3. **Mowing Height** -
March - June = 2"
July - November = 2 1/2"

4. **Mowing Frequency:**

Calendar Schedule for areas:

HWY 78 medians from Murphy Road to Wylie city limits, Old City Hall, Dave Sanford Park, Fire Station #2, Westgate, Southgate, Public Works, Animal Control, Sachse Business Library, Hudson Lane, Firefighters Park.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Mowing	B	B	B	W	W	W	W	W	W	W	B	B
Edging	B	B	B	W	W	W	W	W	W	W	B	B
Weed Eating	B	B	B	W	W	W	W	W	W	W	B	B
Bed Weeding	M	M	M	B	B	B	B	B	B	B	M	M
Hedge Trimming	M	M	M	B	B	B	B	B	B	B	M	M

B = Bi-weekly; W = Weekly; M = Monthly

Calendar Schedule for areas:

Miles Road from Sachse Road to Garland City Limits, 5th Street, DeWitt, Ranch Road, Bunker Hill Road, Old Miles Road, Concord, Sachse Road ROW, Merritt Rd vacant lot, Maxwell Creek ROW.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Mowing	M	M	M	B	B	B	B	B	B	B	M	M
Edging	M	M	M	B	B	B	B	B	B	B	M	M
Weed Eating	M	M	M	B	B	B	B	B	B	B	M	M

B = Bi-weekly; M = Monthly

5. **Chemicals/Fertilizers** - With prior approval of chemicals by contract administrator, the contractor may apply herbicide to beds. A glyphosate type herbicide may be sprayed at the base of trees (limited to 18" radius), around signs (limited to 12" radius), against walls (limited to 6" band), along expansion joints and concrete/pavers. All applications must include an indicator dye.

Vegetation Management Program for HWY 78, Fire Station #2, Hudson Lane, Bunker Hill Road, and Dave Sanford Park:

- A. Contractor will provide the city with 6-Herbicide Applications, 4-Nitrogen Fertilizations and 1-winterization fertilization.
- B. The initial herbicide application will begin after February 15 of each year of the contract with a pre-emergence herbicide and a broadleaf herbicide for winter weed control.
- C. The second application will be a split pre-emergence application for grass control plus a spot treatment for broadleaf escapes plus your first application of Nitrogen Fertilizer.
- D. Applications three through five will consist of a post-emergence grass control, nut sedge control and any broadleaf weeds. These applications will also consist of nitrogen fertilization applications as well.
- E. The final application will begin around October 15 for your winter pre-emergence for winter grasses and broadleaf's. This application will also consist of a winterizer for your turf to help develop root vigor.
- F. The herbicides and fertilizers to be used by the Contractor must meet EPA Standards and must be applied in accordance with the manufacturer's recommendations and in accordance with all applicable regulatory agency requirements. Safe industry standards and work practices shall be observed at all times while performing any work under this agreement.
- G. All chemical waste material must be disposed of by the Contractor off the Owners property, at the Contractor's expense. The Contractor must immediately clean up any spilled material from sidewalks, roads, etc. Any spills will be handled following Safe Industry Standards.

All applications must be made by a licensed applicator (SPCB or TDA).

6. **Edging** - All median curbs/sidewalks shall be edged with every mowing cycle.
7. **Trimming** - All signs, poles, trees, planter bed edges, obstacles, expansion joints, concrete/paver areas, etc., shall be trimmed around with string trimmers. The turf shall be trimmed to the assigned mowing height. Care shall be used to avoid injury to plant material. Trimming shall be completed concurrently with mowing on every cycle.
8. **Irrigation** - The City of Sachse shall operate and maintain all irrigation systems. However, damage to irrigation heads or drip irrigation shall be repaired by the contractor. Contractor and Contract Administrator will communicate with each other on any problems or issues concerning the irrigation system.
9. **Planter Bed Maintenance** – Decorative beds on HWY 78, Fire Station #2, Hudson Crossing and Dave Sanford Park will be maintained by the contractor. Weeding of beds monthly, planting of perennials or annuals semi-annually, May and November.
10. **Mulching** – All trees on HWY 78, Fire Station #2, Hudson Lane and Dave Sanford Park the contractor will apply mulch to all trees semi annually, May and November. Mulch rings must be 4-5 inches in depth and should not cover the bark of the tree.
11. **Litter** - The contractor shall be responsible for picking-up and removing any and all trash or debris, such as paper, cans, bottles, limbs three inches or smaller in diameter, rocks, etc., which is not intended to be part of the landscape. Removal of trash will include sweeping/removing grass clippings from sidewalk and curb areas. Trash and debris must be removed during each mow.

Contact contract administrator for removal of large items. (Mattresses, furniture, fencing etc.)

12. **Tree Pruning** - The contractor shall be responsible for minor tree pruning. Minor tree pruning shall mean removing sucker growth, small limbs 1" in diameter or less. The frequency shall be every month. The contractor will contact the contract administrator for pruning low-hanging or broken/damaged limbs that are larger than 1".

13. **Mowed Areas** - All mowed areas will be free of clumped grass cuttings. Turf shall be cut in professional manner so as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge onto any paved surface, such as streets, curbs and gutters, sidewalks, or any adjoining property.

14. **Damage to Trees** -

- Contractor shall be responsible for damage to trees, which is a result of its actions.
- A check of all trees may be made at the beginning and end of the maintenance period. Contract administrator and contractor will attend the inspection.
- Damages shall be assessed: \$75.00 for any slight damage to trees, this is damage that may heal; \$150.00 for badly damaged trees which, in the opinion of the city or its representative, may eventually contribute to the death of the tree.
- Damages as described herein shall be deducted from payments otherwise due to the contractor.

City of Sachse Insurance Requirements

Requirements

Contractors performing work on City property or public right-of-way for the City of Sachse shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Sachse.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	\$1,000,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated A+ or higher by A.M.Best or A or higher by Standard & Poors
Business Auto Liability	As required by State of Texas	
Workers' Compensation & Employers' Liability	Statutory Limits \$100,000 each accident	City to be provided a waiver of subrogation

Questions regarding this insurance should be directed to the City of Sachse Purchasing Department (972) 495-1212.

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

INSURANCE REQUIREMENT AFFIDAVIT
(SUPPLEMENTAL INFORMATION)

(To be completed by appropriate Insurance Agent)

I, the undersigned agent, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below identified vendor. If the below identified vendor is awarded this contract by the City of Sachse, I will be able, within ten (10) working days after being notified of such potential award, to furnish a valid insurance certificate to the City meeting all of the requirements contained in this proposal.

Agent's Signature

Agent's Name Printed

Name of Insurance Carrier

Address of Agency

City, State, Zip

Phone number where Agent may be contacted

Vendor's Name (please print or type)

SUBSCRIBED AND SWORN to before me by the above named _____

On this the _____ day of _____, 20____.

Notary Public in and for the State of _____.

NOTE TO AGENT:
IF THIS TIME REQUIREMENT IS NOT MET, THE CITY HAS THE RIGHT TO DECLARE THIS VENDOR NON-RESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOWEST BIDDER MEETING THE SPECIFICATIONS. IF YOU HAVE ANY QUESTIONS CONCERNING THESE REQUIREMENTS, PLEASE CONTACT THE CITY OF SACHSE PURCHASING DIVISION AT 972-495-1212.

THIS BID FORM SHOULD BE THE LAST PAGES OF YOUR ORIGINAL BID AND COPY!

City of Sachse, 3518 B Sachse Road, Sachse TX

ITEM	DESCRIPTION LOCATION	QTY APPROX ACRES	UNIT PRICE PER ACRE	TOTAL COST EXT. PRICE PER YEAR
1	HWY 78. Medians and North Side ROW (Murphy Rd north to Wylie city limits) Vegetation Management Mulch, Herbicide, Pruning and Fertilizer Included on bid price	5.8		
2	Miles Road Medians and some ROW including Hudson Lane and Hudson Crossing (Sachse Road south to Garland City Limits) Vegetation Management Mulch, Herbicide, Pruning and Fertilizer Included on bid price	8.5		
3	Dave Sanford Park including Detention Pond and Playground area (4915 Miles Rd) Vegetation Management Mulch, Herbicide, Pruning and Fertilizer Included on bid price	3.2		
4	Bunker Hill Road and Concord St., Bunker Hill Open Space, ROW on each side of Street Vegetation Management Mulch, Herbicide, Pruning and Fertilizer Included on bid price	6.4		
5	Fire Station #2, Maxwell Creek Road and Ranch Road (3012 Ranch Rd.) Vegetation Management Mulch, Herbicide, Pruning and Fertilizer Included on bid price	2		

6	Southgate, Westgate Blackburn including ditches down Blackburn Westgate (600 Murphy Rd)	2.1			
7	5th, Dewitt Rd, Ranch Rd. (Medians and ROW)	2.7			
8	Firefighters Park including the Detention Pond (2841 5 th Street)	2.7			
9	Public Works (6420 Sachse Road) and Animal Control (6436 Sachse Road)	1.1			
10	Sachse Road ROW, Merrit Road, Open Space (including all intersections)	3.5			
11	Old City Hall (5560 HWY 78)	.8			
	APPROXIMATE TOTAL ACRES	38.8			

Alternate Bid

	Location	
A	Code Enforcement Mowing Throughout the City	Bid Price Per Hour

Optional Items listed above are contingent upon budgetary funding.

Please note that this bid will be awarded on the basis of best value. The award to the successful bidder will be determined by best value to the City of Sachse. The following criteria will be considered when selecting a contractor.

- Purchase price
- Reputation of the bidder and the bidder's services
- Quality of the bidder's service
- Extent to which the bidder's services meet the City's needs

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any or all products/services upon

which prices are extended at the price offered, and upon conditions contained in the specifications of the Invitation for Bid.

The following information must be filled out in its entirety for your bid to be considered:

Company Name: _____

Address of Principal Place of Business: _____

Phone/Fax of Principal Place of Business: _____

Address, Phone/Fax Number of Majority
Owner Principal Place of Business: _____

E-mail Address of Representative _____

Authorized Representative Signature/Title: _____ Date: _____

Print Authorized Representative Name: _____



Legislation Details (With Text)

File #: 14-2584 **Version:** 1 **Name:** Accept resignation.
Type: Agenda Item **Status:** Agenda Ready
File created: 12/11/2014 **In control:** City Council
On agenda: 1/5/2015 **Final action:**
Title: Consider acceptance of the resignation of Eric Dumois on the Economic Development Corporation Board of Directors.

Executive Summary
Mr. Eric Dumois has resigned his seat on the EDC Board.

Sponsors:

Indexes:

Code sections:

Attachments: [Eric Dumois resignation.pdf](#)

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

Title

Consider acceptance of the resignation of Eric Dumois on the Economic Development Corporation Board of Directors.

Executive Summary

Mr. Eric Dumois has resigned his seat on the EDC Board.

Background

Mr. Eric Dumois has resigned his seat on the Economic Development Corporation Board. Staff has advertised for the vacancy. Mr. Dumois will be recognized at Board Banquet in January.

Policy Considerations

None

Budgetary Considerations

None

Staff Recommendations

Staff recommends the City Council accept the resignation of Mr. Eric Dumois on the Economic Development Corporation Board of Directors, as a Consent Agenda Item.

Terry Smith

From: Terry Smith
Sent: Friday, December 05, 2014 7:34 AM
To: Terry Smith
Subject: FW: Oath of Office

From: Eric Dumois [mailto:ericdumois@live.com]
Sent: Thursday, December 04, 2014 4:56 PM
To: Terry Smith
Cc: Leslyn Blake
Subject: RE: Oath of Office

Terry,

Yesterday, I spoke to Leslyn regarding my ability to effectively serve the EDC board. I am taking on an additional assignment so I am working on three consulting assignments at one time. It would be unfair to hold a vacant chair as I simply cannot attend the meetings. So I will not be taking another term.

Best,

Eric Dumois
(972) 904-6559

about.me/ericdumois



Legislation Details (With Text)

File #: 14-2600 **Version:** 1 **Name:** Upgrade Electronic Citation System
Type: Agenda Item **Status:** Agenda Ready
File created: 12/18/2014 **In control:** City Council
On agenda: 1/5/2015 **Final action:**
Title: Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a master purchase agreement, by and between the City of Sachse and Advanced Public Safety, Inc. to convert the Sachse Police Department's current Advanced Public Safety ("APS") electronic ticketing solution from PocketCitation to QuickTicket.

Executive Summary

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

Sponsors:

Indexes:

Code sections:

- Attachments:** [Quick Ticket Master Purchase Agreement.pdf](#)
[QuickTicket Scope of Work.pdf](#)
[QuickTicket Quote.pdf](#)
[Resolution Advance Public Safety QuickTicket.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 master purchase agreement, by and between the City of Sachse and Advanced Public Safety, Inc. to convert the Sachse Police Department's current Advanced Public Safety ("APS") electronic ticketing solution from PocketCitation to QuickTicket.

Executive Summary

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

Background

Upgrading the electronic citation system was requested and approved in the FY2015 budget as a supplemental request to be funded using Court Technology Funds. The system currently in use, PocketCitation, is used only by handheld ticketwriters utilized by the motorcycle officers; the upgraded system will be compatible with handheld devices and with the mobile computers in squad cars, and will allow for daily uploads of citations into the Municipal Court system.

Policy Considerations

This upgrade is from one system to another system provided by the same vendor, Advanced Public Safety. Because this is the only vendor providing the upgrade, the City's customary purchasing practice of obtaining three separate quotes, was not applicable.

Budgetary Considerations

This purchase was authorized in the FY2014-2015 operating budget. The source of funds is Municipal Court Technology Funds.

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 master purchase agreement, by and between the City of Sachse and Advanced Public Safety, Inc. to convert the Sachse Police Department's current Advanced Public Safety ("APS") electronic ticketing solution from PocketCitation to QuickTicket, as a Consent Agenda Item.



Master Purchase Agreement

This **Master Purchase Agreement** (the "**Agreement**"), dated as of the Effective Date set forth below, is entered into by and between **Advanced Public Safety, Inc.**, a Florida corporation, with its principal place of business at 400 Fairway Drive, Suite 101, Deerfield Beach, FL 33441, USA (hereinafter "**APS**"), and the corporation, government agency or other entity, as described below (hereinafter "**Customer**").

This Agreement is entered into with reference to the following information:

"Customer"	Customer Name:	
	Customer Address:	
	Site Address: <i>(if different than Customer Address):</i>	
"Customer Contact"	Contact Name:	
	Contact Title:	
	Contact Mailing Address: <i>(if different than Customer Mailing Address):</i>	
	Contact Telephone Number:	
	Contact Fax Number:	
	Contact Email:	
"Effective Date":		

This **Agreement** consists of this **Signature Page**, the attached **Agreement Terms and Conditions** and any **Exhibits or Attachments** attached hereto, and applies exclusively to the APS Products or Services identified in the Product Schedule and licensed or purchased by Customer. **This Agreement becomes legally binding upon the signatures by authorized representatives of both parties below.**

ADVANCED PUBLIC SAFETY, INC.

[CUSTOMER NAME]

By: _____

By: _____

Printed Name
and Title: _____

Printed Name
and Title: _____

Dated: _____

Dated: _____

Advanced Public Safety, Inc.
Agreement Terms and Conditions

1. SCOPE OF AGREEMENT

Customer desires to purchase from APS and APS desires to sell to Customer the products and/or services listed on a Product Schedule on the terms and conditions contained herein.

2. DEFINITIONS

- 2.1 "Documentation"** means the user's guide, product manual and/or operating instructions (whether in printed or electronic format) supplied to the Customer by APS for aiding use of the Software. Documentation is deemed to include any APS-provided revisions thereof.
- 2.2 "Equipment"** shall mean those items of hardware or equipment specified on an applicable Product Schedule to be purchased by Customer and sold by APS.
- 2.3 "Order"** means the document in hard copy or electronic form by which Customer orders APS products.
- 2.4 "Products"** means the Software and Equipment.
- 2.5 "Product Schedule"** means the proposal, Order, Statement of Work, or other schedule identifying the APS Products or Services purchased and/or licensed under this Agreement.
- 2.6 "Software"** means the software modules and customization specified in the applicable Product Schedule, together with any associated Documentation (in any medium), furnished under this Agreement as well as Fixes, Minor Updates or Major Upgrades furnished to Customer pursuant to the terms of Exhibit 1 hereto.
- 2.7 "Statement of Work"** means the Product Schedule (or portion thereof) describing Professional Services to be provided by APS for Customer and executed by the parties.

3. SOFTWARE LICENSE

The terms of this Section 3 shall apply to Customer's license of Software from APS pursuant to this Agreement.

- 3.1 License Grant.** Subject to the terms and conditions of this Agreement and payment of the license fee(s) specified in the applicable Product Schedule, APS grants Customer a non-exclusive, non-transferable, revocable license, without the right to sublicense, to use the number of copies of the Software listed in the applicable Product Schedule in machine-readable form on any computer hardware and operating system for which it was intended, but solely for Customer's internal business. Customer may authorize the personnel associated with its business to use the Software, but only one person at one time, on one computer at one time. Customer may also store or install a copy of the Software on a storage device, such as a network server, used only to install or run the Software on its other computers over an internal network, but in such case Customer must acquire and dedicate a seat license for each separate computer on which the Software is installed or run from the storage device. A seat license for the Software may not be shared or used concurrently on different computers/devices. Customer's use of the Software is limited to the total number of installation copies and seat licenses purchased. Software is licensed, not sold and any references herein to purchasing Software shall mean licensing Software.

3.2 Other Rights and Limitations.

3.2.1 Customer may not copy, modify, make derivative works of, rent, lease, sell, distribute or transfer the Software, in whole or in part, except as otherwise expressly authorized under this Agreement. No service bureau work, multiple-user license or time-sharing arrangement is permitted. For purposes of this Agreement "service bureau work" shall be deemed to include, without limitation, use of the Software to process or to generate output data for the benefit of or for purposes of rendering services to any third party over the Internet or other communications network. Customer agrees to use all commercially reasonable efforts to prevent its unauthorized use and disclosure.

3.2.2 The Software contains valuable trade secrets proprietary to APS and its suppliers. To the extent permitted by relevant law, Customer shall not, nor allow any third party to copy, decompile, disassemble or otherwise reverse engineer the Software, or attempt to do so, provided, however, that to the extent any applicable mandatory laws give Customer the right to perform any of the aforementioned activities without APS' consent in order to gain certain information about the Software for purposes specified in the respective statutes (e.g., interoperability), Customer hereby agree that, before exercising any such rights, it shall first request such

information from APS in writing detailing the purpose for which it needs the information. Only if and after APS, at its sole discretion, partly or completely denies the request, may Customer exercise such statutory rights.

3.2.3 The Software is licensed as a single product. Customer may not separate its component parts for use on more than one computer except as specifically authorized in this Agreement.

3.2.4 Customer may not use the Software for performance, benchmark or comparison testing or analysis, or disclose to any third party or release any results thereof (all of which information shall be considered APS confidential information) without APS' prior written consent.

3.2.5 Customer agrees to cooperate with APS to track the number of users, server computers, computers and other devices with access to the Software at Customer's sites to ensure compliance with the license grant and installation restrictions in this Agreement.

3.3 Copyright. All title and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, and text incorporated into the Software), the accompanying printed materials, and any copies of the Software are owned by APS and its suppliers. Customer may, however, either: (a) make one (1) copy of the Software solely for backup or archival purposes; or (b) install the Software on a single computer provided it keeps the original solely for backup or archival purposes. Customer may not copy the accompanying printed materials without APS' consent or unless provided herein.

3.4 U.S. Government Restricted Rights. The Software is provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in this Agreement, and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14(ALT III), as applicable.

3.5 Customization. Customization or configuration of APS Software performed by APS at Customer's request, if any, are Professional Services as provided in Section 5 and will be subject to additional charges, except as agreed to in writing by APS. APS will retain all intellectual property and other proprietary rights in and to the Software and any additional customization or configuration, and shall have the right and authority to use, sell and distribute the Software and utilize the results of the work for any other purpose, in APS' sole discretion, without requirement of notification or liability to Customer of any kind (including, without limitation, monetary remuneration).

3.6 Limited Software Warranty. APS warrants that the Software will perform substantially in accordance with the accompanying written materials (i.e., applicable user's guide or product manual) for a period of one (1) year from the date of purchase. The above limited warranty does not apply to error corrections, updates or upgrades, if any, of the Software after expiration of the limited warranty period, which are provided "AS IS" and without warranty unless otherwise specified in writing by APS. APS does not warrant that the Software will operate error free or uninterrupted, will meet Customer's needs or expectations, or that all nonconformities can or will be corrected.

3.7 Customer Remedies. APS' and its suppliers' entire liability, and Customer's sole remedy, with respect to the Software shall be either, at APS' option, (a) repair or replacement of the Software, or (b) return of the license fee paid for any Software that does not meet APS' limited warranty. The foregoing limited warranty is void if failure of the Software has resulted from: (i) accident, misuse, abuse, or misapplication; (ii) alteration or modification of the Software without APS' authorization; (iii) interaction with software or hardware not supplied or supported by APS; (iv) improper, inadequate or unauthorized installation, maintenance or storage; or (v) if Customer violates the terms of this Agreement. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

3.8 Third Party Software Warranty. APS will extend to Customer the manufacturer's warranty, if any, for third-party Software delivered by APS to Customer under this Agreement. Customer acknowledges and agrees that APS shall not be responsible for separately warranting or supporting third-party Software and that Customer must contract directly with the manufacturer of such third-party Software for any support or maintenance.

3.9 Software Support and Maintenance. Upon payment of the applicable fees, APS may provide support and maintenance services ("**Maintenance Services**") for the Software, but not including any third-party Software, to Customer as described in Exhibit 1 hereto.

4. EQUIPMENT PURCHASES

The terms of this Section 4 shall apply to Customer's purchase of Equipment from APS pursuant to this Agreement.

4.1 Purchase Price. The Purchase Price shall be the total purchase price to be paid for the Equipment as set forth on the applicable Product Schedule. Billing, payment and shipping terms shall be pursuant to Sections 7 and 8 of this Agreement.

4.2 Security Interest. Until APS has received full payment of the Purchase Price, APS shall retain a purchase money security interest in the Equipment. Customer agrees to execute any document to perfect such security interest as reasonably requested by APS.

4.3 Installation of Equipment. Unless Customer has purchased installation services in the applicable Product Schedule, APS shall not be responsible for installing Equipment at Customer's location. Customer shall be solely responsible for arranging for the Equipment to be installed at Customer's location.

4.4 Testing of Equipment. Customer shall test all Equipment within five (5) business days of receipt of such Equipment to ensure each unit is functioning properly. All packaging, user manuals, and accessories must be retained for at least thirty (30) days in their original condition should a warranty exchange, as provided below, be necessary.

4.5 Third Party Manufactured Equipment Warranty.

4.5.1 If Third Party Manufactured Equipment is incorrect, nonconforming, or damaged, Customer must notify APS in writing within five (5) business days after Customer's receipt of such Equipment. APS will handle warranty returns pursuant to its RMA warranty return procedures then in effect for defects in such Equipment identified by Customer within thirty (30) days after Customer receives such Equipment. After such thirty (30) day period, Customer must refer all requests for warranty repairs or processing directly to the manufacturer.

4.5.2 APS will extend to Customer the manufacturer's warranty, if any, for all third-party manufactured Equipment delivered by APS to Customer under this Agreement. Customer acknowledges and agrees that APS shall not be responsible for separately warranting or supporting third-party manufactured Equipment other than as provided in [Section 4.5.1](#).

4.5.3 THIS SECTION 4.5 STATES CUSTOMER'S SOLE REMEDY, AND THE SOLE LIABILITY OF APS, ARISING OUT OF ANY DEFECT IN THE EQUIPMENT SUPPLIED HEREUNDER.

5. PROFESSIONAL SERVICES

The terms of this [Section 5](#) shall apply to APS' provision of professional services, including Deliverables, ("**Services**") as described on an applicable Statement of Work. Services may include, as examples and without limitation, software customization, software changes or Equipment installation.

5.1 Professional Services. APS agrees to use diligent efforts to render the Services described on the applicable Statement of Work by the delivery dates specified therein, if any. Any deliverables provided to Customer as part of the Services shall be deemed "**Deliverables**". Customer acknowledges and agrees that APS requires Customer's diligent and timely cooperation, testing and feedback, including providing APS with reasonable access to Customer materials, resources, personnel, equipment or facilities to the extent such access is necessary for the performance of Services. To the extent that Customer does not timely provide the foregoing cooperation, testing, feedback, and access required for APS to perform the Services, APS shall be excused from performance until such items are provided.

5.2 Changes to Scope of Professional Services. If Customer desires to change a Statement of Work, Customer will submit a written request to APS detailing the proposed changes. If APS has the resources available to accommodate such changes, APS shall prepare an amendment to the Statement of Work or a change order (collectively "**Change Order**") detailing the changes, any fee adjustments required as a result of such changes, any adjustments to the delivery schedule required as a result of such changes, and any other necessary adjustments. If the Change Order is agreeable to Customer, both parties will execute the Change Order. If Customer and APS are not able to agree to changes to the Statement of Work, it will remain unchanged.

5.3 Services Warranty. APS represents and warrants that Services performed will be performed in a professional, workmanlike manner by qualified professionals. APS MAKES NO OTHER WARRANTIES WHATSOEVER WITH RESPECT TO SERVICES, WHICH IF PROVIDED HEREUNDER, ARE PROVIDED "AS-IS."

5.4 Training; User Acceptance Testing

5.4.1 Training Before User Acceptance Testing. Customer must complete the remote, web-based training program provided by APS within fifteen (15) days after APS provides the initial software deliverables to Customer as described in the Statement of Work.

5.4.2 User Acceptance Testing ("UAT"). Customer must complete its UAT within thirty (30) days after completing the training referenced in [Section 5.4.1](#).

5.4.3 Failure of Customer to schedule and attend the training programs or perform UAT within the time periods described in this [Section 5.4](#) shall result in the APS' automatic termination of Customer's Product Schedule pursuant to [Section 9.2.2](#).

5.5 SmartExport Integration Services. If Customer licenses the SmartExport product pursuant to Section 3 and the applicable Product Schedule, Customer must timely provide APS with the data and/or specifications APS requires to perform the configuration and customization Services for SmartExport for Customer. If Customer does not provide APS with such data or specifications by the

agreed-upon deadline (but in no event more than 180 days after the initial software delivery), then APS may provide and implement a Change Order to Customer by notice removing the SmartExport product from the applicable Product Schedule and refund the money paid by Customer for the SmartExport product only.

- 5.6 Final Training Program.** If Customer purchases a final training program for Customer's end user employees, Customer shall cooperate with APS to schedule and attend such training program within thirty (30) days after APS provides the final software deliverable. If Customer fails to schedule and attend such training, APS may provide and implement a Change Order to Customer by notice removing the Final Training Program from the applicable Product Schedule and refund the money paid by Customer for the Final Training Program only.

6. PRODUCT SCHEDULES

- 6.1 Submission of Product Schedule(s).** From time to time during the term of this Agreement, Customer may submit one or more Product Schedules, pursuant to which Customer shall purchase or license and APS shall deliver (upon acceptance thereof by APS, in accordance with Section 6.2) the Products and/or Services specified thereon. This Agreement shall apply to all Product Schedules submitted to and accepted by APS during the term of this Agreement which Product Schedules shall be incorporated herein by reference. Unless otherwise specified therein, each Product Schedule shall be independent from, and have no impact on, any other Product Schedule(s). In the event any of the terms and conditions of a Product Schedule conflict with any term or condition hereof, the terms of this Agreement shall control and take precedence, unless the parties specifically agree otherwise in writing. Customer's submitting a Product Schedule to APS shall constitute Customer's binding and irrevocable offer to purchase the Products and/or Service specified thereon. Any additional or conflicting terms or conditions appearing on Orders or within Customer's terms and conditions of purchase or any other documentation shall be of no effect.
- 6.2 Acceptance of a Product Schedule; Statement of Work.** A Product Schedule shall not become effective unless or until it has been accepted by APS. A Product Schedule shall be deemed accepted by APS only upon the earlier of (a) the date APS ships any Product or makes available any Services under such Product Schedule; or (b) the date APS executes the applicable Product Schedule, thereby accepting in writing the terms thereof, provided however that a Statement of Work shall be deemed accepted by APS only upon the signature of both parties to the Statement of Work. The parties acknowledge that once APS accepts a Product Schedule, such Product Schedule shall represent a binding agreement whereby APS agrees to provide and Customer agrees to purchase the Products and/or Services ordered thereunder, pursuant to this Agreement.

7. DELIVERY; ACCEPTANCE

- 7.1 Delivery time.** Delivery times are established as provided in a Product Schedule, or when Customer's Order is received and accepted in writing by APS. APS will use commercially reasonable efforts to meet the delivery dates agreed upon, unless Customer is in default under this Agreement or APS' performance is otherwise excused. Delivery dates shall be determined after a Statement of Work is signed by Customer and accepted by APS, after which APS will produce the full business and functional requirements and specifications for the project and determine delivery dates. APS shall not be liable for late or delayed shipment. Late or delayed shipment shall not be a basis for Customer's cancellation of any Order.
- 7.2 Delivery terms.** Delivery of the Products will be made on an FCA (Incoterms 2000) APS' facility basis. Title and risk of loss or damage to the Products shall pass to Customer upon shipment (except for title to Software). Unless otherwise agreed, APS will deliver the Products freight prepaid; provided that Customer will pay or reimburse APS for all costs of carriage, freight, insurance (if applicable), taxes, duty and other related shipping charges in connection with shipment hereunder. Customer shall make such payments to APS within thirty (30) days after the date of APS' invoice. APS has the right to make partial deliveries.
- 7.3 Acceptance.** Equipment shall be deemed accepted after the five (5) day testing period referenced in Section 4.4, unless Customer notifies APS in writing prior to the expiration of such testing period that such Equipment is not functioning properly. Software and Services shall be deemed accepted fifteen (15) days after completed delivery of all Software deliverables or professional services, as applicable, unless Customer notifies APS in writing of a material nonconformity in the Software.
- 7.4 Return of Products.** There is no right of return of Products. If APS, in its discretion, permits the return of Equipment, such Equipment must be returned to APS (a) within thirty (30) days of Customer's receipt of the Equipment, (b) in new, unused condition with all original packaging, and (c) pursuant to instructions provided by APS. APS will charge a 10% restocking fee for permitted returns.

8. PRICING; PAYMENT TERMS

- 8.1 Pricing.** Customer shall pay the charges and fees for the Products and Services as shown on the applicable Product Schedule.
- 8.2 Payment Terms.** Payment terms applicable to this Agreement shall be as follows:

8.2.1 Payment Terms. Unless otherwise agreed in a Product Schedule, payment terms shall be as follows: 50% of the total price is due on receipt of Customer's Order or execution of the applicable Product Schedule; thereafter, 40% of the price is due on initial software delivery (excluding SmartExport if applicable); and the remaining 10% is due fifteen (15) days following completed delivery of all Software deliverables. Customer agrees to reimburse APS for pre-approved travel, lodging and meal expenses incurred in the course of performing the Services at any location other than APS' site. APS will invoice Customer for expenses incurred and, at Customer's request and expense, APS will provide copies of receipts for which charges are incurred. Payments for reimburseable expenses, late payment fees, freight expenses, Equipment not included in the payment schedule described in the first sentence above, and other fees or expenses shall be made net thirty (30) days from the date of APS' invoice. All payments shall be in U.S. Dollars. APS shall have the continuing right to review Customer's credit and change Customer's payment terms and, without limiting the foregoing, may at any time demand advance payment, satisfactory security (such as, but not limited to, a confirmed, irrevocable letter of credit acceptable to APS), or a guarantee of prompt payment, prior to shipment, if APS deems such to be required in view of APS' assessment of Customer's credit worthiness. No discount will be granted for advance payment. All payments are nonrefundable, unless expressly provided herein. APS may in its sole discretion stop performing Services until any past-due amounts are paid in full.

8.2.2 Late Payments. If any fees or expenses are not paid when due, APS may, at its option and without prejudice to any other rights or remedies it may have, charge interest at a rate of one percent (1%) per month or, if less, the highest rate allowed by applicable law from the date such fee or the charge first became due. Customer shall be liable for any costs incurred by APS in the collection of unpaid amounts. The date of the receipt of payment by APS shall be determinative. APS shall be entitled to offset payments against prior debt balances in Customer's account.

8.2.3 Taxes. Fees are stated exclusive of any income (except for taxes on APS' net income), consumption, VAT, property, export, excise, sales and use, or other taxes, custom duties, or similar charges, levies or assessments, or by any related withholding obligations or withholding taxes, all of which are the responsibility of and shall be paid solely by Customer, unless Customer provides an exemption certificate valid in the state to which the Products will be shipped or Services delivered.

9. TERM AND TERMINATION

9.1 Term. This Agreement shall commence upon the Effective Date and continue in effect for three (3) years thereafter unless terminated earlier pursuant to this Agreement (the "**Term**"). Thereafter this Agreement shall automatically renew for additional one (1) year periods unless terminated earlier pursuant to this Agreement.

9.2 Termination.

9.2.1 For Convenience. Either party may terminate this Agreement and any Product Schedule for any reason or no reason by giving ninety (90) days' advance, written notice delivered in accordance with Section 15.10.

9.2.2 For Breach. Either party shall have the right to terminate this Agreement and any Product Schedule upon written notice in the event that the other party, or any of its officers, employees or agents breaches any provision of this Agreement, and such breach remains uncorrected for more than thirty (30) days after the non-breaching party gives the breaching party written notice of such breach.

9.2.3 For Bankruptcy, Insolvency. Either party may terminate this Agreement and any Product Schedule upon written notice in the event that the other party ceases business operations or enters into any bankruptcy, insolvency, receivership or like proceeding not dismissed within thirty (30) days, or assigns its assets for the benefit of creditors.

9.2.4 For Customer's Unresponsiveness, Delays. In addition to APS' right to terminate this Agreement or the applicable Product Schedule pursuant to Sections 9.2.1 or 9.2.2, if Customer is unresponsive and does not timely provide or perform the feedback, testing, training or other communication required or anticipated by the applicable Product Schedule, APS' performance shall be excused and APS may put the applicable Product Schedule on hold and/or terminate this Agreement or Product Schedule as follows:

9.2.4.1 If Customer is unresponsive for ninety (90) days from the date the last Deliverable was provided by APS to Customer, then APS may put the applicable Product Schedule on hold and suspend performance pending Customer's required response or action. APS may immediately invoice Customer for Products delivered and Services rendered through the date of the hold at APS' then-current time and materials rates.

9.2.4.2 If a Product Schedule remains on hold for six (6) months or more, then APS may terminate this Agreement pursuant to Section 9.2.2 and/or the applicable Product Schedule immediately upon written notice to Customer.

9.2.4.3 If Customer is unresponsive for a period of one (1) year from the date the last Deliverable was provided by APS to Customer and APS has not previously terminated this Agreement and/or the applicable Product Schedule, this Agreement and the applicable Product Schedule shall automatically terminate and all fees listed in the applicable Product Schedule shall become due and payable, provided that Customer shall not be required to pay for Equipment not shipped as of the date of termination.

9.2.4.4 Customer acknowledges and agrees that placing a Product Schedule on hold and suspending performance shall affect the schedule for performance of Services and delivery of Deliverables to Customer and APS may reassign its personnel in its sole

discretion. If a Product Schedule is re-started with APS' consent, adjustments shall be made to the delivery schedule dependent upon the availability of APS personnel. If APS authorizes Customer to restart a Product Schedule terminated by APS pursuant to this Section 9.2.4, such re-engagement shall be at APS' then-current prices. The parties shall enter into a Change Order or new Product Schedule reflecting such new pricing and schedule for performance.

9.3 Effect of Termination. If this Agreement or a Product Schedule is terminated by Customer pursuant to Section 9.2.1, Customer shall pay APS for (a) Services and Software on a time and materials basis at APS' then-current rates through the effective date of the termination, (b) Equipment shipped, and (c) reimburseable expenses incurred, less amounts previously paid by Customer to APS under the applicable Product Schedule. If this Agreement or a Product Schedule is terminated by APS pursuant to Section 9.2.2, all fees listed in the applicable Product Schedule shall become due and payable, provided that Customer shall not be required to pay for Equipment not shipped as of the date of termination. The termination of this Agreement or any Product Schedule shall not relieve either party of any obligation previously accrued hereunder; nor is termination an exclusive remedy.

9.4 Survival. The following sections, and any other sections that by their terms so provide, shall survive the expiration or termination of this Agreement: 2, 3.2, 3.4, 3.6 through 3.8, 4.2, 9.2.4.4, 9.3, 9.4, 10, 11.2, and 12 through 15.

10. WARRANTY DISCLAIMER

10.1 Warranty Disclaimer. THE REPRESENTATIONS AND LIMITED WARRANTIES HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (WHICH ARE HEREBY DISCLAIMED), WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING (BUT NOT LIMITED TO) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, NONINTERFERENCE AND NONINFRINGEMENT WITH REGARD TO THE PRODUCTS OR SERVICES PROVIDED BY APS, ITS LICENSORS, SUPPLIERS, REPRESENTATIVES OR SERVICE PROVIDERS.

10.2 APS DOES NOT WARRANT THAT THE SERVICES OR PRODUCTS PROVIDED HEREUNDER WILL SOLVE ANY GENERAL OR SPECIFIC PROBLEM OR MEET ANY GENERAL OR SPECIFIC CUSTOMER NEEDS.

11. ACKNOWLEDGEMENTS; REPRESENTATIONS

11.1 Acknowledgements. APS and Customer acknowledge and agree:

11.1.1 APS is not responsible for the terms, conditions, obligations, or performance of or arising under agreements between Customer and any wireless or cellular network or airtime provider in connection with using the Products;

11.1.2 APS assumes no responsibility for improper storage of data or information or delivery of messages;

11.1.3 Customer assumes the entire risk in downloading or otherwise accessing any data, information, files or other materials obtained from the APS website;

11.1.4 Functionality of the Products is limited to and by the functionality and limitations of the global positioning system, wireless networks, carrier services, and the Internet;

11.1.5 Wireless networks and coverage, satellite coverage, and Internet access that are necessary for use and operation of the Products may be interrupted, terminated or restricted or the quality of the transmission may be diminished at any time. Actual coverage and operation of the Products may depend on system availability and capacity, system and equipment upgrades, repairs, maintenance, modifications and relocation, Customer's equipment, terrain, signal strength, structural conditions, weather and atmospheric conditions, governmental regulations, suspected fraudulent activities, acts of God and other conditions beyond APS' reasonable control; and

11.2 Representations. Each party to this Agreement represents and warrants to the other party that: (a) such party has the full corporate right, power and authority to enter into this Agreement and each and every Product Schedule hereunder, and to perform the acts required of it hereunder; and (b) when executed and delivered by such party, subject to applicable law (if any), this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms. Customer shall not use the Products for any unlawful, abusive or fraudulent purpose, including without limitation, in any way that: (x) interferes with the ability of APS to provide products and services to Customer or other customers; or (y) avoids Customer's obligation to pay for the Products. Customer shall indemnify and hold harmless APS from any loss or damage to Customer or any third party resulting from Customer's misuse of Products.

12. LIMITATION OF LIABILITY

12.1 EXCEPT FOR DAMAGES FOR PHYSICAL HARM TO PERSONS, TANGIBLE PERSONAL PROPERTY OR REAL PROPERTY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF APS, APS SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, LOSS OR

DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY ANY OF THE PRODUCTS OR SERVICES PROVIDED HEREUNDER OR BY ANY INADEQUACY THEREOF OR DEFICIENCY OR DEFECT THEREIN, EVEN IF APS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

12.2 EXCEPT FOR AN INDEMNIFICATION OBLIGATION OR BREACH OF SECTION 14, IN NO EVENT SHALL APS' TOTAL LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE PRODUCTS OR SERVICES FURNISHED, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE ACTUAL AMOUNT OF FEES PAID TO APS BY CUSTOMER UNDER THE APPLICABLE PRODUCT SCHEDULE.

12.3 THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12.4 The parties agree that APS has set its fees and entered into this Agreement in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

13. INTELLECTUAL PROPERTY

13.1 Intellectual Property Ownership. As between APS and Customer, Customer agrees that APS and its suppliers, as applicable, own all right, title and interest in and to all intellectual property and other proprietary rights in the technology, software, designs, engineering details, schematics and similar data relating to or incorporated in the Products and Services and any accompanying documentation or information derived from the foregoing. Customer is prohibited from, and shall prevent any third party from, removing, covering or altering any of APS' or its suppliers' patent, copyright or trademark notices placed upon, embedded in or displayed by the Products or their packaging and related materials. APS and its suppliers, as applicable, reserve all rights not specifically granted to Customer hereunder.

13.2 Indemnification. APS shall indemnify and hold Customer harmless from and against any finally adjudicated loss, damage, liability or expense on account of any claim(s), and shall defend any suit and dispose of any claim(s) or other proceedings, arising from an allegation that the Software (which shall not include third party software) infringes any United States patent, copyright, or other proprietary right. In the event that such Software is, or in APS' opinion is likely to be, enjoined due to the type of infringement described in this Section 13.2, APS, at its option and expense, may in its discretion: (a) procure for Customer the right under such patent or copyright to use the infringing Software; (b) modify the infringing Software so that it becomes non-infringing; (c) replace the infringing Software with functionally equivalent non-infringing products or services; or (d) if APS determines that the foregoing alternatives are not reasonably available, accept return (or certification of permanent removal) of the infringing Software or applicable part thereof, and refund the payments paid for such Software. APS shall not be liable for any costs or expenses incurred without its prior written authorization.

13.3 Exceptions. Notwithstanding the provisions of Section 13.2 above, APS shall have no liability to the extent that any claim or action would have been avoided but for: (a) the combination, operation or use of the Software with any other product(s) or service(s) not provided by APS; (b) modification of the Software after delivery by APS, unless such modification is performed by APS or a duly-authorized APS agent and authorized in advance in writing by APS; (c) Customer's use of a Software version which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Software, or (d) incorporation of the Software into any of Customer's own product(s) or service(s).

13.4 Entire Liability. THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF APS AND THE EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ALLEGED INFRINGEMENT OF ANY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER INTELLECTUAL PROPERTY RIGHTS BY THE SOFTWARE OR ANY PART THEREOF.

13.5 Procedure. APS' indemnification obligations under this Section 13 shall be subject to and conditioned upon Customer: (a) giving APS sole control of any such claim, suit or proceeding or settlement negotiations; (b) notifying APS promptly in writing of such claim, suit or proceeding and giving APS authority to proceed as contemplated herein; (c) at APS' reasonable expense, giving proper and full information and assistance to settle and/or defend any such claim, suit or proceeding; and (d) agreeing not to enter into any settlement of such claim, suit or proceeding.

14. CONFIDENTIALITY

14.1 Confidential Information. "Confidential Information" of a party shall mean any information disclosed by that party to the other pursuant to this Agreement or pursuant to any Product Schedule hereunder which is in written, graphic, machine readable or other tangible form and is marked "Confidential," "Proprietary" or in some other manner to indicate its confidential nature. Confidential Information may also include oral information disclosed by one party to the other pursuant to this Agreement or any Product Schedule hereunder, provided that such information is designated as confidential at the time of disclosure and is reduced to writing by the disclosing party within a

reasonable time (not to exceed thirty (30) days) after its oral disclosure, and such writing is marked in a manner to indicate its confidential nature and delivered to the receiving party. The terms and conditions of this Agreement and of each applicable Product Schedule shall be considered Confidential Information of APS.

14.2 Nondisclosure. Each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except as set forth herein, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each of the parties shall use at least the same degree of care that it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other party under this Agreement, which shall in no event be less than reasonable care. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information.

14.3 Exceptions. Notwithstanding the above, neither party shall have liability to the other with regard to any Confidential Information of the other which the receiving party can prove: (a) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the receiving party; (b) was known to the receiving party, without restriction, at the time of disclosure; (c) is disclosed with the prior written approval of the disclosing party; or (d) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving party shall provide prompt notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Notwithstanding anything in this Agreement or any applicable Product Schedule to the contrary, each party may disclose Confidential Information to its affiliates, employees, consultants, agents, attorneys and advisors ("**Representatives**") who need to know the Confidential Information, provided that each such Representative is bound by a confidentiality obligation at least as restrictive as that in this Agreement.

14.4 Remedies. Any breach of the restrictions contained in this Section 14 is a breach of this Agreement which may cause irreparable harm to the nonbreaching party. Any such breach shall entitle the nonbreaching party to injunctive relief in addition to all legal remedies.

15. MISCELLANEOUS

15.1 Assignment. Customer shall not assign or transfer its rights or obligations under this Agreement, in whole or in part, without the prior written consent of APS, which consent shall not be unreasonably withheld. This Agreement shall be binding on and inure to the benefit of the parties respective successors and permitted assigns.

15.2 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of California and applicable United States Federal law without reference to "conflict of laws" principles or provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Jurisdiction and venue for any action or proceeding arising out of or in connection with this Agreement shall lie exclusively in or be transferred to the applicable state or federal court located in Santa Clara County, California, and Customer hereby waives any objection it may have to such venue, including, without limitation, an objection based on the assertion that this venue is an inconvenient forum.

15.3 Compliance with Law; Export Compliance. Each party shall perform its obligations and exercise its rights under this Agreement in compliance with all applicable laws, rules, regulations and legal orders, including but not limited to the United States Foreign Corrupt Practices Act of 1977 as amended, the International Anti-Bribery and Fair Competition Act of 1998, and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. Customer may not directly or indirectly export or re-export, or knowingly permit the export or re-export of the Products or Services (or portions thereof) to any country, or to any person or entity subject to United States or foreign export restrictions in contravention of such laws and without first obtaining the appropriate license(s).

15.4 Force Majeure. Except for the payment of fees by the Customer, if the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the reasonable control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

15.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

15.6 Waiver. No waiver of any provision of this Agreement shall be effective unless signed by both parties. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

15.7 Headings. The section headings used herein are for reference and convenience only and shall not enter into the interpretation of this Agreement.

15.8 Relationship of the Parties. The relationship of the parties shall be only that of independent contractors. Nothing in this Agreement shall be construed so as to deem a party, or any of its employees, agents, successors or assignees thereof, as an employee, partner, joint venturer or agent of the other party, and neither party shall hold itself or the other party out as such.

15.9 Entire Agreement. This Agreement (including all Exhibits, Attachments and Product Schedules attached hereto or incorporated herein by reference) constitutes the entire agreement between the parties with respect to its subject matter and supersedes all oral and written negotiations, representations, commitments, proposals, offers, writings and other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by each of the parties. It is expressly agreed that the terms of this Agreement shall supersede the terms in any Customer Order or other purchasing or sales document.

15.10 Notices. All notices and requests in connection with this Agreement are deemed given as of the day they are received either by messenger, overnight delivery service, or in the United States of America mails, postage prepaid, certified or registered, return receipt requested. Any such notices to Customer should be sent to the address set forth in the Table on page 1, and sent to the attention of the Customer Contact named in such Table. Any such notices to APS should be addressed as follows (or to such other address as APS may designate in writing to Customer pursuant to this notice provision:

Address:	Copy to:
Advanced Public Safety, Inc. Attention: General Manager 400 Fairway Drive, Suite 101 Deerfield Beach, FL 33441 USA	Trimble Navigation Limited Attention: General Counsel – Legal Notice 935 Stewart Drive Sunnyvale, CA 94085 USA

If Customer elects to change the Customer Contact set forth in the Table on page 1 during the Term, Customer must notify APS of the new Customer contact in writing pursuant to this notice provision.

15.11 Limitations on Actions. No dispute or legal action arising under this Agreement, may be brought by either party more than one (1) year after such cause of action accrued, except that an action for nonpayment may be brought within two (2) years of the date of the last payment.

15.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which will be considered an original and all of which when taken together will constitute a single fully-signed original. Facsimile and other electronic means of signatures on this Agreement shall be binding.

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Exhibit 1
Support and Maintenance Services

This Exhibit 1, Support and Maintenance Services ("**Maintenance Services Agreement**"), to the Master Purchase Agreement ("**Agreement**"), and incorporated therein by reference, describes the technical support and maintenance services to be provided by APS for the Software licensed to Customer under the Agreement.

1. ADDITIONAL DEFINITIONS

- 1.1 "**Fix(es)**" means an error correction or other update created to fix a previous Software version that does not substantially conform to its performance specifications in the Documentation.
- 1.2 "**Maintenance Services**" means the Software technical support and maintenance services described in Section 2 of this Maintenance Services Agreement.
- 1.3 "**Minor Update(s)**" occur(s) when enhancements are made to current features in the Software, including for example without limitation, updates resulting from changes in state specifications, laws or regulations. A non-exhaustive list of examples of the types of enhancements that APS may consider to be Minor Updates is included in Schedule B.
- 1.4 "**Major Upgrade(s)**" occur(s) when significant new features are added to Software, or when a new product containing new features replaces the further development of a current product line.
- 1.5 "**Maintenance Services Term**" means each twelve (12)-month period during which APS will furnish the maintenance services to Customer under this Maintenance Services Agreement. The initial Maintenance Services Term commences on the date of completed delivery to Customer of all Software deliverables. A "Renewal Services Term" is deemed to commence automatically at expiration of the previous Services Term (subject to Customer's payment of the applicable fee), or, in the event of a period of discontinuance under Section 4.2 below, the date on which Customer's Order for a resumption of maintenance services is accepted in writing by APS.

2. SOFTWARE MAINTENANCE SERVICES

During the Term of this Maintenance Services Agreement APS will provide Customer with the following described Maintenance Services to correct Software errors and enable the Software to perform substantially in accordance with its Documentation:

- 2.1 **Standard Support.** APS will provide telephonic and email Software support and, subject to Section 2.2 below, will use commercially reasonable efforts to correct or recommend a workaround solution for Software errors in accordance with the priority levels, times of service and escalation procedures set forth in Schedule A attached hereto. Such support is provided for the current release of the Software and any other release of the Software for up to one (1) year following APS' announcement of discontinuance of such Software release.
- 2.2 **Corrective Maintenance.** APS will use commercially reasonable efforts to provide Fixes and/or workarounds to correct errors in the Software discovered by the Customer conditioned on the following:
- 2.2.1 The error is promptly reported and sufficiently described in writing by the Customer in order for APS to reproduce it;
- 2.2.2 The error did not result from a modification of the Software done by someone other than APS (or without APS' approval);
- 2.2.3 The error is not due to a failure of equipment, hardware, material or software (drivers, operating systems, etc.) not supplied or supported by APS, and the error occurs through no fault of the Customer;
- 2.2.4 The Software is used in the form in which it was supplied and/or updated and/or upgraded by APS;
- 2.2.5 The Software is and has been at all times installed and used in a proper manner and in accordance with the instructions and Documentation supplied by APS; and
- 2.2.6 The applicable maintenance service fee has been paid in full.
- 2.3 **Fixes, Updates and Upgrades.** APS may from time to time develop Fixes, Minor Updates and Major Upgrades for release to its customers generally. During the Maintenance Services Term Customer will be entitled to receive Fixes and Minor Updates at no additional charge, subject to APS' established procedures for delivery to its customers. Major Upgrades will be made available to Customer for an additional fee. APS will provide reasonable assistance to help Customer install and operate such enhancements, provided that if APS agrees, in its sole discretion, to provide such assistance at Customer's facility, such assistance shall be subject to supplemental charges as described in Section 2.5 below. APS reserves the right to determine, in its sole discretion, what constitutes a Fix, Minor Update or Major Upgrade.

- 2.4 Excluded Services.** The Maintenance Services provided by APS under this Maintenance Services Agreement exclude training, customized software programming services, hardware or related supplies, upgrades or changes to third party software, or upgrades or changes to Software due to changes or upgrades in Customer or third party software that interfaces with Software. A non-exhaustive list of examples of Excluded Services is included in Schedule B.
- 2.5 On-site Technical Support.** On-site technical support is excluded from the Maintenance Services provided by APS under this Maintenance Services Agreement. APS may, however, in its sole discretion, make on-site technical support available to Customer at APS' then current rates for such on-site technical support, plus travel and other reasonable expenses. On-site technical support will be furnished at mutually agreed times.
- 2.6 Microsoft Windows XP Support.** Microsoft announced that it will no longer support its Windows XP operating system as of April 8, 2014. After that date, Microsoft will stop providing service packs, security patches, and technical support for Windows XP. Customer understands and agrees that any Software operating on Windows XP may become more vulnerable to security risks and viruses and APS shall have no liability for such events. APS will continue to attempt to support Software for Customer that is being used on a computing device using Windows XP pursuant to the terms of this Agreement, provided however, that if the cause of a reported issue with the use of Software is due to a Windows XP issue, such issue is out-of-scope for APS support pursuant to Section 2.2.3, APS will not be able to resolve such issue, and APS will not be in breach of this Agreement for its inability to resolve such issue.

3. CUSTOMER OBLIGATIONS

- 3.1 Customer Contact.** Customer shall designate and notify APS of Customer's principal contact and one alternate back-up contact who are tasked with operation and maintenance of the Software for Customer ("**Customer Contact(s)**." To the maximum extent practicable, Customer's communications with APS will be through such designated Customer Contacts, and APS will have no obligation to provide its Maintenance Services to any other persons.
- 3.2 Customer Cooperation.** During the Maintenance Services Term or Renewal Service Term Customer agrees to:
- 3.2.1** promptly make available to APS without charge complete and accurate data, assistance and cooperation from Customer's personnel as well as access to Customer's facilities systems and equipment (including but not limited to server and mobile devices) as reasonable and necessary to enable APS to carry out its maintenance service obligations under this Maintenance Services Agreement;
 - 3.2.2** notify APS in writing immediately on becoming aware of a fault in the Software which might materially affect the operation of the Software;
 - 3.2.3** use the Software in accordance with the Documentation and terms of the Agreement;
 - 3.2.4** keep full security copies of all data processed by the Software in accordance with best computing practice;
 - 3.2.5** ensure that all employees, consultants and contractors of Customer who use the Software or the Maintenance Services are properly trained in respect of such use;
 - 3.2.6** ensure that a suitable modem link (e.g., a VPN) as specified by APS is installed and operated by the Customer on the equipment on which the Software is to be located at its own expense, for the purpose of providing APS with remote access to assist performance of the Maintenance Services; and
 - 3.2.7** use only the current release version of the Software as may be provided by APS from time-to-time.
- Customer acknowledges and agrees that APS shall not be liable for any deficiency in performing the Maintenance Services if the deficiency results from Customer's failure to provide the foregoing cooperation; and in such case, Customer shall not become entitled to a refund of all or any portion of the applicable Maintenance Services Fee.
- 3.3 Installation of Fixes, Updates and Upgrades.** Customer agrees to install all Fixes, Minor Updates and Major Upgrades in accordance with the instructions and in order of receipt from APS.
- 3.4 No Modification of Software.** Customer agrees not to modify, enhance or otherwise alter the Software unless and only to the extent specifically authorized in the Software user guide or manual furnished by APS or to the extent that the prior written consent of APS is obtained.

4. MAINTENANCE SERVICE FEES

- 4.1 Annual Maintenance Services Fees.** Customer agrees to pay annually, in advance of each Maintenance Services Term, a non-refundable fee for the Maintenance Services. APS reserves the right to change the amount of the annual Maintenance Services fee one time per year at the date of renewal, subject to APS notifying the Customer at least thirty (30) days in advance.
- 4.2 Period of Discontinuance.** Customer understands that if Customer discontinues and then resumes purchase of the Maintenance Services, then in addition to the Maintenance Services fee for the upcoming year, Customer shall pay APS a reinstatement fee in an amount equal to 25% of the Maintenance Services fees for the upcoming year.

5. TERMINATION

In addition to the provisions of Section 9.2 of the Agreement:

- 5.1** This Maintenance Services Agreement shall automatically terminate upon termination of the Agreement.
- 5.2** Either party may terminate this Maintenance Services Agreement by written notice delivered in accordance with Section 15.10 of the Agreement and received by the other party no less than thirty (30) days prior to the commencement of a Renewal Services Term.

Schedule A
Error Priority Levels, Support Times, Escalation

I. TELEPHONE SUPPORT

APS will provide telephone assistance to Customer upon Customer's purchase of Maintenance Services. Telephone Support hours are from 8:30 a.m. to 7 p.m. Eastern Time (ET), excluding weekends (Saturday and Sunday) and APS holidays. The telephone support number is 1-954-354-3000, option 3.

APS holidays are as follows:

• New Year's Day	• Independence Day	• Christmas Eve
• President's Day	• Labor Day	• Christmas Day
• Memorial Day	• Thanksgiving Day	• New Year's Eve
• Pre-Independence Day	• Day after Thanksgiving	

II. ELECTRONIC MAIL SUPPORT

APS will provide electronic mail assistance to Customer upon its purchase of Maintenance Services. Electronic mail support hours are from 8:30 a.m. to 7 p.m. Eastern Time (ET), excluding weekends (Saturday and Sunday) and APS holidays. The email support address is support@aps.us.

III. PRIORITY LEVELS OF ERRORS

In the performance of Maintenance Services, APS applies priority ratings to problems reported by Customer in the following manner:

A) Priority I Errors

- Description: Program errors that prevent some function or process from substantially meeting the functional specifications described in the Software Documentation, which materially affect the overall performance of the Software function or process, and for which no work-around solution is known.
- APS Response: APS will initiate the following procedures: (1) assign APS staff to correct the error; (2) provide Customer with periodic reports on the status of corrections; (3) commence work to provide Customer with a work-around, if a work-around can be determined, until final solution is available; (4) provide final solution to Customer as soon as it is available.

B) Priority II Errors

- Description: Program errors that prevent some function or process from substantially meeting the functional specifications described in the Software Documentation, but which has a reasonable work-around solution.
- APS Response: APS will provide a work-around solution to the Customer as soon as possible and shall exercise commercially reasonable efforts to include the Fix for the error in the next Software maintenance release.

C) Priority III Errors

- Description: Program errors that prevent some portion of a function from substantially meeting its functional specification described in the Software Documentation, but that do not materially affect the overall performance of the Software function.
- APS Response: APS may include the fix for the error in the next major release of the Software.

IV. ESCALATION PROCEDURES

The previous sections define the process for addressing errors that may arise with the Software. Sufficient Customer Contact information should be provided to APS so that either party can contact the other as needed if a problem arises. In an urgent situation in which the Customer reasonably requires an escalation of the aforesaid Maintenance Services support for Priority I or Priority II Error correction, Customer may contact the following APS personnel:

Time of communication	APS Escalation Contact	Contact information
Regular Business hours	Technical Support Department	Phone: 954-354-3000, option 3 Email: support@aps.us
Non-business hours	Technical Support Department	Phone: 954-354-3000, option 3 Email: support@aps.us

Schedule B
Error Priority Levels, Support Times, Escalation

Non-Exhaustive List of Examples of Minor Updates

1. Update dropdown list values with no change in the list schema.
2. Update default values provided no software programming is required.
3. Modifications to support parsing query returns from Customer's Mobile Data Client (MDC) for a state driver's license, vehicle registration, or to add a new alert.
4. Modifications to support a new version of the Customer's existing MDC or a new MDC being implemented by Customer, if said MDC is already supported in the software.
5. Modifications to support scanning or swiping of a new state driver's license or vehicle registration.
6. Add, Change, Remove fields on the forms software interface, printed form and /or data export, required by applicable State law only but not including modifications to the software logic.
7. Modifications to the printed form to update the footer or other static text such as addresses, or other change required by applicable State law only.
8. Modifications to the export destination path.

Non- Exhaustive List of Examples of Excluded Services

1. Dropdown list schema change.
2. Modifications to support an MDC that is not already supported in the software.
3. Modification to support a non-driver's license query return or scan such as a boat registration.
4. Add, Change, Remove fields on the forms software interface, printed form or data export not required by applicable State law.
5. Modifications to the software logic.
6. Cosmetic changes to the printed form such as adding thick dividing lines, etc.
7. Adding signatures, logos, etc.
8. Modifications to the data export such as:
 - a. Conversion to new data format or schema
 - b. Addition or change to any data transformation logic
9. Modifications to support different or additional hardware.
10. Technical services to execute a move and/or re-installation of APS Software due to Customer's need to move to different hardware, or other Customer-driven reasons.

Exhibit 2 Hosted Software Service

This Exhibit 2, Hosted Software Service, to the Master Purchase Agreement ("**Agreement**") and incorporated therein by reference describes the Services to be provided by APS for Customer's subscription to access and use the hosted reporting module of the ReportBeam software ("**Hosted Software Service**") for the Subscription Term (as defined below). The Hosted Software Service is located on APS' or third-party servers and is accessed remotely by Customer. For clarity, Customer's access to and use of the reporting module of the ReportBeam software hereunder is contingent upon Customer's payment of the applicable fees and all renewal fees for the Hosted Software Service pursuant to Section 8 below.

1. **License Grant.** Subject to the terms and conditions of the Agreement and this Exhibit 2 and payment of the fees specified in the applicable Product Schedule, APS grants Customer a non-exclusive, non-transferable, revocable license, without the right to sublicense, to access and use the Hosted Software Service listed in the applicable Product Schedule solely for Customer's internal business needs for the Subscription Term. Customer may authorize the personnel associated with its business to access and use the Hosted Software Service for the number of users listed on the applicable Product Schedule. Section 3.2 (Other Rights and Limitations) of the Agreement shall apply to Customer's access to and use of the Hosted Software Service. In addition, Customer shall not copy or reproduce the Hosted Software Service in any manner, including onto its own computer, server or network systems.
2. **Unique Authentication.** Access to and use of the Hosted Software Service is restricted to Customer's authorized users only. Customer shall be responsible to ensure all Customer users maintain the security of any password, username, or other form of authentication involved in obtaining access to the Hosted Software Service. Usernames and passwords must be uniquely assigned to a specific individual and may not be shared by multiple individuals at any one time or transferred.
3. **No Harmful Use.** Customer shall not: (i) send, store or run software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) interfere with or disrupt the integrity of the Hosted Software Service or the data contained therein; or (iii) upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (including the right of publicity and/or privacy) without first obtaining the permission of the owner of such rights.
4. **Customer Responsibilities.** Customer is solely responsible for (i) monitoring and controlling the activity of each of its users, (ii) ensuring users' compliance with this Agreement, (iii) ensuring there is no unauthorized access to the Hosted Software Service and notifying APS promptly of any such access of which Customer becomes aware, (iv) the reliability, accuracy, quality, integrity and legality of all Customer data and the means by which Customer acquires the Customer data, and (v) ensuring that its use of the Hosted Software Service is in compliance with all applicable laws and regulations. Customer shall be solely responsible and liable for the acts and omissions of each of its users on the Hosted Software Service.
5. **Maintenance of Infrastructure.** APS shall be responsible for maintaining all hardware and infrastructure necessary to host the Hosted Software Service if housed in data centers under APS' control but not if housed in third party data centers ("**Hosting Facility**"). If housed in a Hosting Facility, the terms of use between APS and the Hosting Facility shall apply.
6. **Customer Data; Backup.** Upon termination or expiration of the Agreement, Product Schedule for the Hosted Software Service, or Subscription Term Customer shall have sixty (60) days to request a copy of the Customer data in a mutually agreeable, commercially standard form. Customer shall pay APS for providing such Customer data on a time and materials basis at APS' then-current rates. APS backs up all Customer data within Customer's instances weekly, performs differential backups of Customer data nightly, and maintains two (2) weekly backups of such Customer data; provided that APS may change its backup and retention schedule from time-to-time in its sole discretion.
7. **Technical Support.**
 - 7.1 **Support.** APS shall provide its standard technical support for the Hosted Software Service during the Subscription Term, contingent upon payment of all fees pursuant to Section 8 below. APS reserves the right to modify the standard technical support services at any time without notice and in its sole discretion; provided, however, APS shall use commercially reasonable efforts not to modify such technical support in such a manner as to have a material adverse impact on Customer's access to and use of the Hosted Software Service. Technical support for the Hosted Software Service does not include the following or related services: implementation services, configuration services, integration services, custom software development, modifications to the Hosted Software Service, training, or assistance with administrative functions. APS will provide its standard technical support to Customer by telephone or electronic mail. Technical support hours are from 8:30 a.m. to 7 p.m. Eastern Time (ET), excluding weekends (Saturday and Sunday) and APS holidays. The telephone support number is 1-954-354-3000, option 3; the email support address is support@aps.us.

APS holidays are as follows:

• New Year's Day	• Independence Day	• Christmas Eve
• President's Day	• Labor Day	• Christmas Day
• Memorial Day	• Thanksgiving Day	• New Year's Eve
• Pre-Independence Day	• Day after Thanksgiving	

7.2 System Performance Guidelines

7.2.1 System Performance. The Hosted Software Service shall be available (as defined below) 99.9% of the month, 24 hours a day, 7 days a week, provided however, that APS may schedule periodic maintenance of the system ("**Service Availability Commitment**"). For purposes of this Service Availability Commitment, the Hosted Software Service shall be deemed available during periods of "**Service Availability**", which shall be deemed to exist when the Hosted Software Service can be accessed by authorized users via the Internet or other applicable wireless technologies and APS is able to receive, store and transmit data to and from the Hosted Software Service. The Service Availability Commitment and Service Availability do not include periods in which APS is performing periodic maintenance of the service pursuant to [Section 7.2.3](#).

7.2.2 Service Availability Performance. If, in any given calendar month, Service Availability is less than the Service Availability Commitment, Customer may provide APS written notice of such Service Availability failure. APS and Customer shall cooperate (at no cost to Customer) to cure the Service Availability failure as quickly as possible from Customer's delivery of such written notice. Notwithstanding anything herein to the contrary, a Service Availability failure shall not occur and the Hosted Software Service shall not be considered "unavailable" if a lack of Service Availability is due to the following: (a) failure of utilities, services, equipment or systems not within APS' reasonable control, including the Hosting Facility; (b) scheduled downtime or planned maintenance with advance written notice to Customer; (c) any act or omission of Customer; (d) Customer's applications, facilities, or equipment; or (e) other causes beyond the reasonable control of APS, including without limitation, failure of a wireless network or the Internet, default of a common carrier, or other *force majeure* event.

7.2.3 Scheduled Downtime. From time to time, APS may schedule downtime periods in which maintenance to the Hosted Software Service is performed ("**Scheduled Downtime**"), thereby working to ensure further reliability and quality of the Hosted Software Service. In the event of planned upgrades and maintenance, APS will provide Customer with at least five (5) days prior written notice of any such planned outage. APS will provide notifications on the client login web page on www.reportbeam.com. Such notice shall set forth the planned completion time for the maintenance performed during the Scheduled Downtime. APS shall use its good faith efforts to schedule and perform Scheduled Downtime on off-peak usage days and times appropriate for the region being served. Any Scheduled Downtime will be excluded from the Service Availability calculations.

8. **Purchase of Service.** APS shall provide the Hosted Software Service to Customer for up to the number of authorized users and with such enhancements or add-on services for the Subscription Term as are specifically set forth in each applicable Product Schedule. APS shall invoice Customer annually in advance for the fees for the Hosted Software Service for the applicable Subscription Term. APS may increase its fees annually upon renewal. Fees for the Hosted Software Service are payable net thirty (30) days from the date of APS' invoice and are non-refundable. Other billing and payment terms shall be in accordance with [Section 8](#) of the Agreement.
9. **Subscription Term.** Notwithstanding [Section 9.1](#) of the Agreement, the "**Subscription Term**" applicable to the Hosted Software Services means the one-year initial term or one-year renewal term(s) as specified in the applicable Product Schedule. The Hosted Software Service shall automatically renew for successive one-year periods unless terminated earlier pursuant to the Agreement.
10. **Suspension.** APS may suspend or restrict Customer's authorized users' access to the Hosted Software Service, without liability, if (i) Customer materially breaches (which shall include without limitation nonpayment of fees due) its obligations hereunder (provided, however, APS shall provide Customer with prior written notice of such suspension); (ii) APS determines in its sole discretion that the delivery of the Hosted Software Service or Customer's use of the Hosted Software Service is a threat to the normal operation of or otherwise compromises the APS network or any network used to provide the Hosted Software Service; or (iii) APS has reason to believe that Customer, any of its personnel or any third party is abusing the Hosted Software Service or using it fraudulently or unlawfully.
11. **Privacy.** APS and Customer acknowledge that use of the Hosted Software Service may have user privacy implications. Whether, and to what extent, a user's privacy rights are implicated may be affected by such things as: the use to which the Hosted Software Service is put; the information that is gathered by the Hosted Software Service; the dissemination of information that is gathered; the actions that are taken based upon the information gathered; the user's knowledge and/or consent to such monitoring; the policies and procedures that have been implemented and communicated by the administrator; and current federal and state laws, regulations and constitutional

rights applicable to the user. Use of Customer data arising from the Hosted Software Service shall be governed by the Trimble Privacy Policy as may be modified from time to time, located at www.trimble.com/privacy.aspx and incorporated herein by this reference.

12. Customer's use of the Hosted Software Service may create data that becomes the subject of litigation. If any aspect of the Hosted Software Service becomes the subject of compulsory process for documents, testimony or other investigation in any proceeding in which Customer is a party and APS is not a party, Customer agrees to pay all fees incurred by APS in connection with reviewing, responding and complying with the process or other investigation to the extent such fees are not otherwise reimbursed by third parties. These fees include, without limitation, fees of APS or its outside counsel to object to or negotiate the terms of APS' compliance with the process and fees for time spent by APS' employees (at APS' then-current consulting rates) to respond to the process, together with all other reasonable out-of-pocket expenses incurred by APS, including but not limited to attorney's fees and travel.

**Convert eTicketing from
PocketCitation to QuickTicket**

Sachse Police Department, Texas



Statement of Work

**Revision 1.00
May 15, 2014**

Approved By:

Customer

APS

Signature:

Signature:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:



Richard Sudasassi

Solution Specialist

05/15/2014

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3.	Project Scope and Deliverables.....	4
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Revision History:

Revision	Date	By	Description
1.00	05/15/14	RS	Initial release.

1. STATEMENT OF WORK

This Statement of Work ("SOW") describes the Advanced Public Safety ("APS") work to be performed and deliverables to convert Sachse Police Department, Texas ("Customer") from PocketCitation to QuickTicket.

2. BACKGROUND

Customer is using an APS electronic ticketing solution that includes the following products:

- PocketCitation
- SmartExport for Court (Incode)
- SmartExport for RMS (Southern Software)
- Symbol MC50 handhelds
- Zebra RW420 printers with 802.11

Customer would like to convert their APS electronic ticketing solution from PocketCitation to QuickTicket. This requires:

- One Virtual Partner site license
- Professional Services to convert Customer's PocketCitation build to QuickTicket
- Replacement of the current Zebra RW420 printer(s) with printer(s) that support Bluetooth

Customer would also like to purchase the following from APS:

- Additional QuickTicket licenses for their mobile computers
- Hardware as specified in APS proposal

3. PROJECT SCOPE AND DELIVERABLES

In Scope:

The following APS deliverables are addressed in this statement of work:

1. Virtual Partner
2. QuickTicket (Customer's PocketCitation build converted to QuickTicket under Professional Services)
3. Move SmartExport processes from cradling computer to tablet computer running Virtual Partner and QuickTicket.
4. Project Management

The following items listed on the APS Sales Quotation are not addressed in this document:

1. Hardware
2. Annual Maintenance

Out of Scope:

The following are out of scope for this project:

1. Anything not addressed in this SOW is out-of-scope and not included in this effort. Changes to this Statement of Work will be handled in accordance with APS change control procedures. The investigation and the implementation of changes may result in modifications to the estimated schedule and/or charges.

4. CONSTRAINTS

The following constraints are identified for this project:

- Some features in Customer's existing PocketCitation build may not be available in the converted QuickTicket build or may require the purchase of additional hardware and/or software when running on a tablet computer.
- The existing exports to Court and RMS must continue to be functional throughout the conversion process.
- The delivered solution must not require that any changes be made to the Customer's Court and/or RMS import scripts.

5. RESPONSIBILITIES

The successful completion of this project depends on the full commitment and participation of Customer management and personnel. The Customer responsibilities listed in this section are to be provided at no charge to APS. APS' performance is predicated upon these responsibilities being fulfilled by Customer. Delays in performance of these responsibilities may result in additional cost and/or delay of the completion of the project, and will be handled in accordance with APS change control procedures.

5.1 Project Management

APS Responsibilities:

APS will designate an individual to be the APS Project Manager, who will:

- Provide direction to the APS Project Team.
- Measure, track and evaluate progress against the project plan.
- Review project progress with the Customer Project Manager.
- Administer project change control in accordance with APS change control procedures. *Project change control will be used to verify budget allocation and estimates as well as scope changes.*
- Maintain project communication through the Customer Project Manager.
- Establish documentation and procedural standards for Deliverables.
- Review project tasks, schedules, and resources and make changes or additions, as appropriate.
- Prepare regular status reports. *The Customer Project Manager and the APS Project Manager will jointly determine the time and frequency of these meeting.*
- Participate in regularly scheduled project status meetings. *The Customer Project Manager and the APS Project Manager will jointly determine the time and frequency of these meeting.*

Customer Responsibilities:

Prior to the start of this Statement of Work, Customer will designate a Project Manager who will be the focal point for APS communications relative to this project and will have the authority to act on behalf of Customer in all matters regarding this project. The Customer Project Manager's responsibilities include:

- Manage the Customer responsibilities for this project.
- Review the SOW and associated appendices with the APS Project Manager during the project initiation and startup period to discuss the responsibilities of both parties.

- Manage, control, and direct all the Customer employees and/or subcontractors engaged in the project.
- Serve as the interface between APS and all Customer departments participating in the project.
- Administer project change control in accordance with APS change control procedures. Project change control will be used to verify budget allocation and estimates as well as scope changes.
- Participate in weekly project status meetings.
- Obtain and provide information, data, decisions and approvals within three (3) working days of APS' request unless Customer and APS agree in writing to a different response time.
- Take direct action, as appropriate, with Customer employees and subcontractors to rectify deviations from plans, schedules or procedures that are agreed to by the Customer and APS.
- Communicate directly with the APS Project Manager on matters where Customer requires appropriate action from APS personnel to rectify deviations from plans, schedules or procedures that are agreed to by the Customer and APS.
- Help resolve project issues and escalate issues within Customer, as necessary.
- Appoint a technical liaison, with technical knowledge of the current Customer system environment. This person will provide technical assistance to the project on an "as needed" basis.
- Identify Customer personnel to participate in Systems Administration training.
Identify Customer personnel to participate in User training.

5.2 Project Kickoff

The Project Kickoff task is a meeting via conference call that officially starts the project. The objectives of the project kickoff meeting are to:

- Introduce the project personnel.
- Review the objectives and goals of the project.
- Created a contact list for project communication.
- Define and agree to a high level project plan.
- Schedule periodic project status and technical review meetings.

APS Responsibilities:

1. Participate in the project kick-off meeting.

Customer Responsibilities:

1. Identify and make available appropriate personnel to participate in the project kickoff meeting.
2. Participate in the project kick-off meeting.

5.3 Business Requirements

The purpose of this project phase is to generate a detailed written Business Requirements Document ("BRD") as required for each project deliverable.

APS Responsibilities:

1. Identify which project deliverables require a BRD.
2. Delivered the final Business Requirements Documents to the Customer Project Manager.

Customer Responsibilities:

1. Identify and make available appropriate personnel to review and approve BRDs.
2. Review and approve BRDs.

6. PROJECT SCHEDULE

The project schedule will be determined by the APS and Customer Project Managers after Project Kickoff.

7. EXPIRATION

The contents of this Statement of Work are valid for 90 days from the date of this document.



400 Fairway Drive, Suite 101
 Deerfield Beach, Florida 33441
 954-354-3000 (Main)
 954-354-3001 (Fax)
www.aps.us

ORDER

Date: 12/10/2014

Agency
Contact: Mr. Michael Hunter Agency Name: Sachse Police Department Address: 3815 Sachse Rd City, State & Zip: Sachse, TX 75048-3835

Details
Order No: 0067000000XxrHA Contact Name: Jim Van Cleave (281) 610-1930 jvancleave@aps.us

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	MISCELLANEOUS	UNIT PRICE	TOTAL PRICE
1	Virtual Partner Engine	Interface to mobile data system	_____	\$5,000.00	\$5,000.00
10	Professional Services (Flat Rate)	Professional Services without AM	Convert Pocket Citation to QuickTicket	\$175.00	\$1,750.00
7	QuickTicket	Electronic traffic citation form using existing mobile software	add 7 new licenses	\$399.00	\$2,793.00
7	SmartSwipe Software with Magtek Magstripe Reader (USB)	SmartSwipe Software, Magtek Magstripe DL reader - Black (USB) (Mobile)	magstripes for car	\$144.00	\$1,008.00
1	MobileDemand xTablet T7200, Win7, 1.6 GHz, 2GB RAM, 64GB SSD, EA30 Scanner, GPS, 4G LTE Ready, Camera, Dual Batteries, MagStripe Reader, & 110 PS with 3 Yr Warranty	Win7 Pro, 1.6 GHz, 2GB RAM, 64GB SSD, xView Hi-Brite Touch Panel Display, Enhanced EA30 Scanner/Imager, GPS, 4G LTE Ready, 5MP Camera, Dual Ext Batteries, MagStripe Reader, Stylus, Tether, Holder & 110 Power Supply. 3 yr Comprehensive Service Plan for Tablet.	_____	\$3,069.00	\$3,069.00
7	Brother (Pentax) PocketJet 6 Plus Printer Bundle (Open Ended PS)	PJ6 Plus 300-dpi, integrated USB/IrDA Printer, 6 ft USB cable, and 14 Ft Open Ended Car Adapter	For use in cars	\$409.00	\$2,863.00
1	Zebra RW420 Printer w/ Bluetooth (110-volt Power Supply)	Zebra RW420 thermal printer w/ bluetooth. (Requires APS SmartConnect application to operate properly with APS software.)	printers for cars	\$770.00	\$770.00
1	Zebra RW420 Cable	Zebra RW220/420 Cable	_____	\$29.00	\$29.00

	(Serial, 6-Ft.)	(Serial, 6-Ft.)			
1	_Annual Maintenance	Annual Maintenance	_____	\$1,273.95	\$1,273.95
1	_Project Management	Dedicated Project Manager assigned from PO through Software Delivery. Provides single point of contact.	_____	\$592.30	\$592.30
1	_Shipping & Handling	Shipping & Handling	_____	\$169.06	\$169.06

NET TOTAL (USD) \$19,317.31

**You have received a discount of (USD) \$464.9
Pricing is guaranteed 90 days from date of proposal**

Notes

Terms and Conditions

All Customer purchase orders for APS products and services are subject to APS' End User License Agreement and Terms and Conditions of Sale, which can be viewed at <http://www.aps.us/downloads/agreement.pdf>. Such terms, along with any additional terms and conditions agreed to and accepted by APS in Customer's purchase order or otherwise stipulated in writing, shall prevail over any differing or conflicting terms in this Order.

Payment terms: 100% invoice on shipment

Order Approval and Authorization to Ship

Completion of this section indicates you are authorizing the purchase of the items listed on the ORDER for the amount of \$19,317.31. Please submit a purchase order or complete the below information to indicate this shall serve as an official purchase order and fax the completed form and signed proposal to: (954) 354-3001 or email to jvancleave@aps.us. **All pages must be received for this order to be considered valid and accepted.**

Purchase Order Number Account/Funds Number

Name (Please Print) Title Date

Telephone

Signature

Confirm shipping address:

Attn: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A MASTER PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF SACHSE AND ADVANCED PUBLIC SAFETY, INC. TO CONVERT THE SACHSE POLICE DEPARTMENT'S CURRENT ADVANCED PUBLIC SAFETY ("APS") ELECTRONIC TICKETING SOLUTION FROM POCKETCITATION TO QUICKTICKET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Sachse has been presented with a proposed Master Purchase Agreement between the City of Sachse and Advanced Public Safety, Inc. (the "Agreement") to convert the Sachse Police Department's current APS electronic ticketing solution from PocketCitation to QuickTicket; and

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

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

SECTION 1. The City Manager is hereby authorized to execute the Agreement with Advanced Public Safety, Inc., to convert the Sachse Police Department's current APS electronic ticketing solution from PocketCitation to QuickTicket.

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 _____, 201____.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

EXHIBIT "A"
MASTER PURCHASE AGREEMENT



Legislation Details (With Text)

File #:	14-2619	Version:	1	Name:	Consider an Ordinance of the City of Sachse installing a "No Left Turn" and a "Left Turn" sign on Blackburn Road east of Murphy Road
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	1/2/2015	In control:		In control:	City Council
On agenda:	1/5/2015	Final action:		Final action:	

Title: Consider an Ordinance of the City of Sachse, Texas, directing the City Manager to erect a No Left Turn Sign for eastbound traffic in the Blackburn Road median approximately 235 feet east of Murphy Road, and to erect a Left Turn Only sign for eastbound traffic in the blackburn road median approximately 500 feet east of Murphy Road, as a Consent Agenda Item.

Executive Summary

Chapter 9 of the City of Sachse Code of Ordinances provides that the City Council of the City of Sachse shall direct the City Manager by ordinance to erect traffic control signs. Blackburn Road is now a 4-lane divided roadway from Murphy Road to Hilltop Trail. There is a hooded left turn lane for westbound traffic turning into the Prosperity Bank driveway. To the east, there is a left turn lane for eastbound traffic turning into the Walmart Neighborhood Market driveway. Under the guidance of the City Manager, the City Engineer has evaluated the existing traffic conditions related to the left turn lanes on Blackburn Road. This ordinance will establish a no left turn sign and a left turn only sign in these locations, to prevent eastbound traffic from turning into the hooded left turn lane from the wrong direction, and to direct eastbound traffic to use the left turn lane located further to the east.

Sponsors:

Indexes:

Code sections:

- Attachments:** [A - Location Map PDF](#)
[B - Blackburn Study Memo PDF](#)
[Presentation PDF](#)
[Ordinance for Regulatory Traffic Signs on Blackburn Road PDF](#)

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

Title

Consider an Ordinance of the City of Sachse, Texas, directing the City Manager to erect a No Left Turn Sign for eastbound traffic in the Blackburn Road median approximately 235 feet east of Murphy Road, and to erect a Left Turn Only sign for eastbound traffic in the blackburn road median approximately 500 feet east of Murphy Road, as a Consent Agenda Item.

Executive Summary

Chapter 9 of the City of Sachse Code of Ordinances provides that the City Council of the City of Sachse shall direct the City Manager by ordinance to erect traffic control signs. Blackburn Road is now a 4-lane divided roadway from Murphy Road to Hilltop Trail. There is a hooded left turn lane for westbound traffic turning into the Prosperity Bank driveway. To the east, there is a left turn lane for eastbound traffic turning into the Walmart Neighborhood Market driveway. Under the guidance of the City Manager, the City Engineer has evaluated the

existing traffic conditions related to the left turn lanes on Blackburn Road. This ordinance will establish a no left turn sign and a left turn only sign in these locations, to prevent eastbound traffic from turning into the hooded left turn lane from the wrong direction, and to direct eastbound traffic to use the left turn lane located further to the east.

Background

The recent construction project of the Walmart Neighborhood Market Development included improving Blackburn Road to a 4-lane divided roadway from Murphy Road to Hilltop Trail. (Location Map - Attachment A). The roadway improvements are complete and open to traffic.

Staff has witnessed eastbound traffic traveling through the hooded left turn lane for Prosperity Bank, in the wrong direction, to access a driveway for the Walmart Neighborhood Market. There is an existing left turn lane into a second driveway for the Walmart Neighborhood Market, located further east. The City Engineer conducted an engineering investigation related to regulatory traffic signs for the turn lanes in Blackburn Road between Murphy Road and Hilltop Trail and provided recommendations for the type and location of traffic control signs (Memo - Attachment B). The factors considered in the determination of the location and type of recommended traffic control signs include:

- standards for regulatory traffic signs as shown in the Manual on Uniform Traffic Control Devices (MUTCD)
- location of existing driveways for the commercial properties (Walmart Neighborhood Market, Prosperity Bank)
- location of left turn lanes in the median of Blackburn Road

Policy Considerations

Chapter 9 "Traffic Regulations", Section 9-2 "Traffic Control Devices", Subsection E "Installation of Traffic Control Devices", of the Code of Ordinances of the City of Sachse, Texas, provides that the City Council shall, by ordinance, direct that the City Manager shall have the duty of erecting or installing traffic control devices. Under the guidance of the City Manager, the City Engineer has completed an investigation of the road type, geometry, design, and surrounding properties.

Budgetary Considerations

Costs will include erecting two new traffic control signs which are estimated to cost \$75.00 each, for a total of \$150.00, and will be funded from the City Street Department operating budget.

Staff Recommendations

Staff recommends approval of an Ordinance of the City of Sachse, Texas, directing the City Manager to erect a No Left Turn Sign for eastbound traffic in the Blackburn Road median approximately 235 feet east of Murphy Road, and to erect a Left Turn Only sign for eastbound traffic in the blackburn road median approximately 500 feet east of Murphy Road, as a Consent Agenda Item.

Location Map

**Location of Proposed
Regulatory Traffic Signs**





ENGINEERING

To: Billy George, P.E.

From: Greg A. Peters, P.E.

CC: file

Date: December 29, 2014

Re: ENGINEERING INVESTIGATION: REGULATORY TRAFFIC SIGNS ON BLACKBURN ROAD
EAST OF MURPHY ROAD

The Engineering Department reviewed the traffic conditions for Blackburn Road east of Murphy Road in relation to the two existing left turn lanes.

The findings include:

- 1) There is a left turn lane in Blackburn Road for eastbound traffic. This turn lane is located approximately 500 feet east of Murphy Road, and is the intended access point to the Walmart Neighborhood Market for eastbound traffic on Blackburn Road.
- 2) There are two driveways for the Walmart Neighborhood Market on Blackburn Road. The easterly driveway aligns with the easterly left turn lane in Blackburn Road, allowing both eastbound and westbound traffic to enter. The westerly driveway allows for only westbound traffic to enter.
- 3) There is a hooded left turn lane in Blackburn Road for westbound traffic. This turn lane is located approximately 250 feet east of Murphy Road, and is the intended access point to Prosperity Bank for westbound traffic on Blackburn Road.
- 4) There are two driveways for Prosperity Bank on Blackburn Road. The easterly driveway aligns with the hooded left turn lane in Blackburn Road to allow westbound traffic to enter, along with eastbound traffic. The westerly driveway is for exit only, allowing vehicles to leave the site and travel eastbound.
- 5) On December 17, 2014, the City Engineer and the Public Works Director witnessed an eastbound vehicle turn left, heading in the wrong direction, through the westbound hooded left turn lane for Prosperity Bank. The vehicle used the hooded left turn lane for Prosperity Bank to turn into the westerly driveway on Blackburn Road for the Walmart Neighborhood Market.
- 6) Section 2B of the Manual on Uniform Traffic Control Devices contains standards regarding regulatory traffic signs, including the application and design of the signs, and stated the following:
 - Regulatory signs shall be used to inform road users of selected traffic laws or regulations and indicate the applicability of the legal requirements.
 - Regulatory signs shall be installed at or near where the regulations apply. The signs shall clearly indicate the requirements imposed by the regulations and shall be designed and installed to provide adequate visibility and legibility in order to obtain compliance.

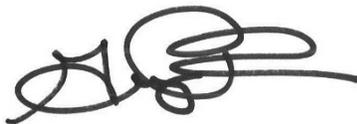
Below is a photo of the left turn lanes in the median on Blackburn Road:



Looking to the east on Blackburn Road

Staff recommends placing regulatory traffic signs at the following locations:

- “No Left Turn” sign (R3-2) on Blackburn Road, facing eastbound traffic, located approximately 235 feet east of Murphy Road.
- “Left Turn Only” sign (R3-5L) on Blackburn Road, facing eastbound traffic, located approximately 500 feet east of Murphy Road.

A handwritten signature in black ink, appearing to read "G. A. Peters".

Greg A. Peters, P.E., CFM
City Engineer



Traffic Signs Blackburn Road

City Council
January 5, 2015

Policy

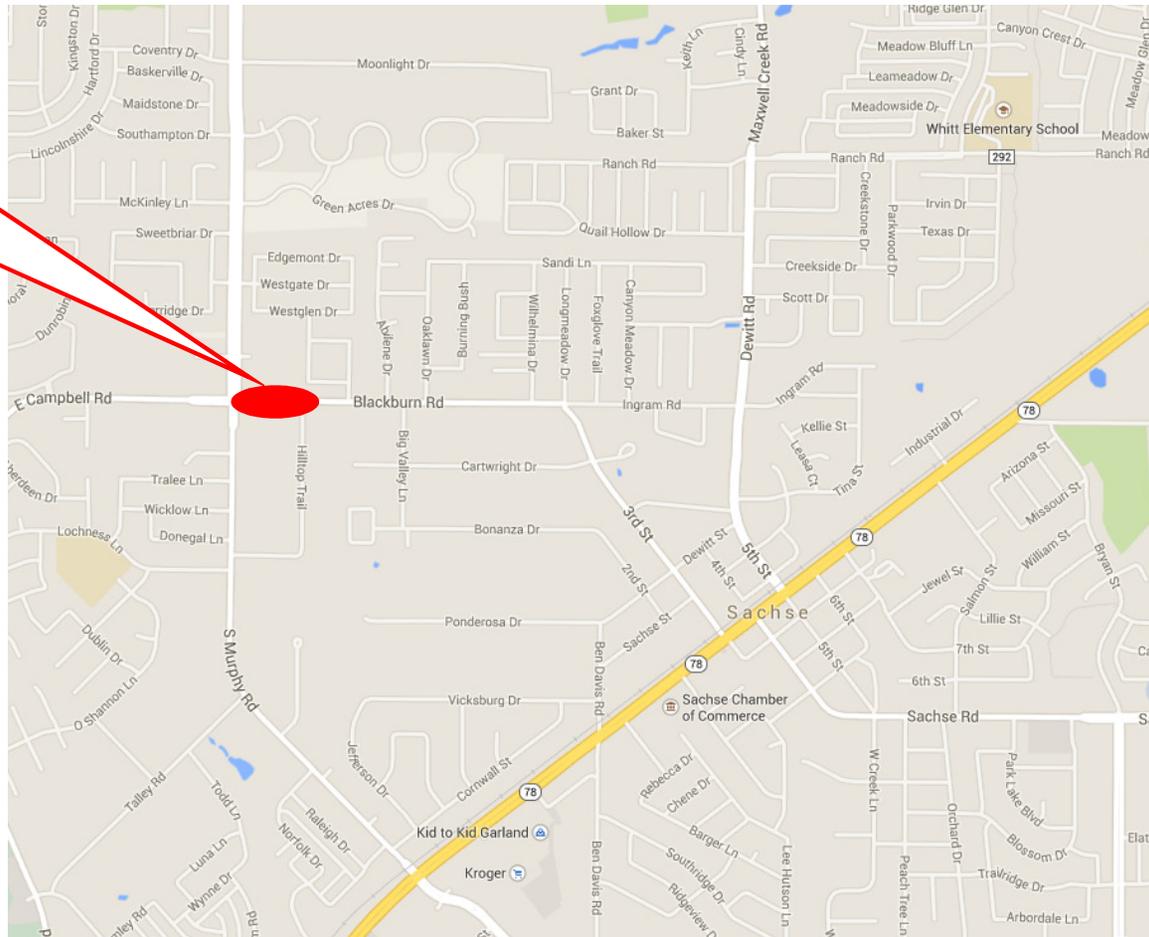
- Traffic Regulations are identified in Chapter 9 of the Ordinances of the City of Sachse, Texas
- Section 9-2 “Traffic Control Devices” states:
 - The city council of the City of Sachse shall, by ordinance, direct that the city manager shall have the duty of erecting or installing upon, over, along, or beside any highway, street, or alley, signs, signals, and markings, or cause the same to be erected, installed, or placed in accordance with this section and consistent with the manual. Said traffic control devices shall be installed immediately or as soon as such specific device, sign, or signal can be procured

Overview

- The recent construction project of the Walmart Neighborhood Market Development included improving Blackburn Road to a 4-lane divided roadway from Murphy Road to Hilltop Trail. The roadway improvements are complete and open to traffic.
- There are two left turn lanes on Blackburn Road between Murphy Road and Hilltop Trail, including:
 - Eastbound left turn lane for the Walmart Neighborhood Market
 - Westbound hooded left turn lane for Prosperity Bank
- The installation of regulatory traffic signs would provide eastbound motorists important information regarding the left turn lanes

Location Map

Blackburn
Road



Blackburn Road Turn Lanes

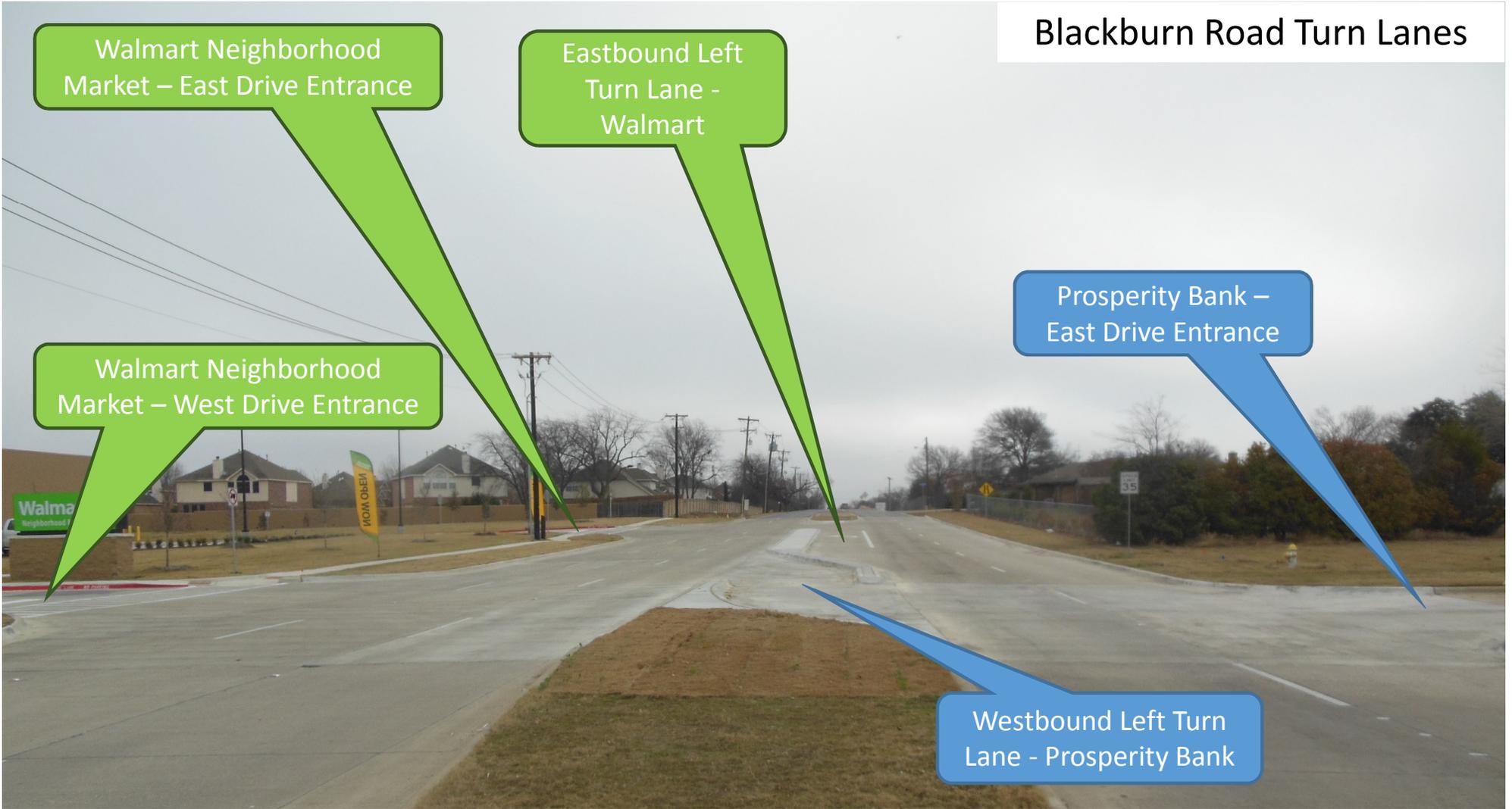
Walmart Neighborhood
Market – East Drive Entrance

Eastbound Left
Turn Lane -
Walmart

Walmart Neighborhood
Market – West Drive Entrance

Prosperity Bank –
East Drive Entrance

Westbound Left Turn
Lane - Prosperity Bank



Blackburn Road Turn Lanes

- Staff has witnessed eastbound traffic traveling through the hooded left turn lane for Prosperity Bank, in the **wrong direction**, to access a driveway for the Walmart Neighborhood Market.



Engineering Investigation

- The City Engineer conducted an engineering investigation related to regulatory traffic signs for the turn lanes in Blackburn Road between Murphy Road and Hilltop Trail and provided recommendations for the type and location of traffic signs.
- The factors considered in the determination of the location and type of recommended traffic signs include:
 - Standards for regulatory traffic signs as shown in the Manual on Uniform Traffic Control Devices (MUTCD)
 - Location of existing driveways for the commercial properties (Walmart Neighborhood Market, Prosperity Bank)
 - Location of turn lanes in the medians of Blackburn Road

Recommended Regulatory Signs



Staff Recommendations

- Staff recommends adopting an Ordinance of the City of Sachse, Texas, directing the City Manager to erect the following regulatory traffic signs on Blackburn Road: a "No Left Turn" sign approximately 235 feet east of Murphy Road, and a "Left Turn Only" sign approximately 500 feet east of Murphy Road; providing a repealing clause; providing a severability clause; and providing for an effective date, as a Consent Agenda Item.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, DIRECTING THE CITY MANAGER TO ERECT A NO LEFT TURN SIGN FOR EASTBOUND TRAFFIC IN THE BLACKBURN ROAD MEDIAN APPROXIMATELY 235 FEET EAST OF MURPHY ROAD, AND TO ERECT A LEFT TURN ONLY SIGN FOR EASTBOUND TRAFFIC IN THE BLACKBURN ROAD MEDIAN APPROXIMATELY 500 FEET EAST OF MURPHY ROAD; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Code of Ordinances of the City of Sachse provides that the City Manager shall install traffic control devices when directed to do so by ordinance of the City Council ; and

WHEREAS, the City Council has determined that, to protect the health and safety of its citizens, a no left turn sign should be erected in the median of Blackburn Road approximately 235 feet east of Murphy Road, and to erect a left turn only sign for eastbound traffic in the Blackburn Road Median approximately 500 feet east of Murphy Road;

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

SECTION 1. The City Council hereby designates a no left turn sign in the median of Blackburn Road approximately 235 feet east of Murphy Road, and such no left turn sign to conform to the manual and specification adopted under Texas Transportation Code § 544.001 and located in accordance with Texas Transportation Code § 544.003.

SECTION 2. The City Council hereby designates a left turn only sign for eastbound traffic in the Blackburn Road Median approximately 500 feet east of Murphy Road, and such left turn only sign to conform to the manual and specification adopted under Texas Transportation Code § 544.001 and located in accordance with Texas Transportation Code § 544.003.

SECTION 3. All provisions of the Ordinances of the City of Sachse, Texas, in conflict with the provisions of this ordinance are hereby repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. If any article, paragraph, subdivision, clause or provision 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. 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 _____, 2015.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

DULY ENROLLED:

Terry Smith, City Secretary



Legislation Details (With Text)

File #: 14-2609 **Version:** 1 **Name:** 2015 Strategic Plan Adoption.
Type: Agenda Item **Status:** Agenda Ready
File created: 12/23/2014 **In control:** City Council
On agenda: 1/5/2015 **Final action:**
Title: Consider a resolution of the City Council of the City of Sachse, Texas, adopting the 2015 Strategic Plan attached as Exhibit "A".

Executive Summary

The City Council conducted workshops or discussions on September 20th, November 1st, November 17th, and December 1st to discuss and create goals for the city. On November 5th, 2014, the staff leadership team met to generate tasks/actions with target completion years to support and realize the Council's strategies. The purpose of this item is to provide the Council the opportunity to adopt the resulting 2015 City of Sachse Strategic Plan.

Sponsors:

Indexes:

Code sections:

Attachments: [RES Adopting 2015 Strategic Plan](#)
[2015 Draft Goals Report PDF](#)

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

Title

Consider a resolution of the City Council of the City of Sachse, Texas, adopting the 2015 Strategic Plan attached as Exhibit "A".

Executive Summary

The City Council conducted workshops or discussions on September 20th, November 1st, November 17th, and December 1st to discuss and create goals for the city. On November 5th, 2014, the staff leadership team met to generate tasks/actions with target completion years to support and realize the Council's strategies. The purpose of this item is to provide the Council the opportunity to adopt the resulting 2015 City of Sachse Strategic Plan.

Background

At the first Council goals session on September 20th, 2014, the City Council discussed a new format for the city's goals. Once established, Council engaged in brainstorming and prioritization exercised to create a framework for the high-level goals the city seeks to achieve.

Following the September 20th meeting, staff reviewed the initial work and generated a set of draft goals and strategies. The intent of those draft goals and strategies was to capture the intent of what Council wants to achieve over both short and long terms. The draft goals and strategies were presented to Council at the November 5th workshop and Council refined

them to communicate more closely their intent.

At the November 17th City Council Workshop, Council reviewed and provided comments on the Plan through Goal 4, Strategy 3. The remaining goals, strategies, and task/actions were discussed on December 1st.

A guiding principal of the strategic plan is that Sachse faces many opportunities and challenges as a rapidly growing city. In many areas, the needs outpace the ability of the city to meet them. However, adopting a strategic plan that begins to address those needs incrementally within a framework of other major needs and will add predictability to the growth process and will begin creating the capacity to meet the growing needs of the city.

In all, the current draft strategic plan includes:

6	Goals
30	Strategies
107	Tasks/Actions

Policy Considerations

An adopted strategic plan would set forth specific activities to pursue in order to accomplish the goals of the City Council. Staff will provide periodic progress updates to Council.

Budgetary Considerations

An adopted strategic plan may guide future budgeting recommendations and decisions.

Staff Recommendations

Staff recommend approval of a resolution of the City Council of the City of Sachse, Texas, adopting the 2015 Strategic Plan attached as Exhibit "A", as a Consent Agenda Item.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, ADOPTING THE 2015 STRATEGIC PLAN ATTACHED AS EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the strategic plan for the City of Sachse is a continuously evolving guide to build a vibrant, dynamic community that consistently seeks to improve the quality of life for the residents of the City; and

WHEREAS, the City Council has received presentations and recommendations from the City Manager and staff as to the Core Values of the City of Sachse and desires to adopt the 2015 Strategic Plan for the City of Sachse attached as Exhibit "A".

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

SECTION 1. That the 2015 Strategic Plan attached hereto as Exhibit "A" is hereby adopted.

SECTION 2. That this resolution shall be effective immediately upon approval.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this 5th day of January, 2015.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

APPROVED AS TO FORM:



Peter G. Smith, City Attorney
(PGS:KBL:12-22-14:TM 69509)

EXHIBIT “A”
Strategic Plan
(to be attached)



2015 Strategic Plan

City of Sachse, Texas

DRAFT

City of Sachse Vision:

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

Date Adopted:
XX/XX/XX

Prepared by:
City of Sachse



City Council & Senior Staff

MAYOR

MIKE FELIX

MAYOR PRO-TEM

JEFF BICKERSTAFF

COUNCIL MEMBERS

BRETT FRANKS..... PLACE 1
CHARLIE ROSS..... PLACE 2
PAUL WATKINS..... PLACE 3
BILL ADAMS..... PLACE 4
CULLEN KING..... PLACE 5

SENIOR STAFF

BILLY GEORGE..... CITY MANAGER
LESLYN BLAKE (SEDC)..... EXECUTIVE DIRECTOR, SEDC
STACY BUCKLEY..... HUMAN RESOURCES MANAGER
RICK COLEMAN..... FIRE CHIEF
JOE CRASE..... DIR. OF PUBLIC WORKS
DAN MCGINN..... DIR. OF COMMUNITY DEVELOPMENT
MIGNON MORSE..... LIBRARY MANAGER
GREG PETERS..... CITY ENGINEER
TERESA SAVAGE..... DIR. OF FINANCE
TERRY SMITH..... CITY SECRETARY
DENNIS VEACH..... CHIEF OF POLICE
LANCE WHITWORTH..... DIR. OF PARKS AND RECREATION

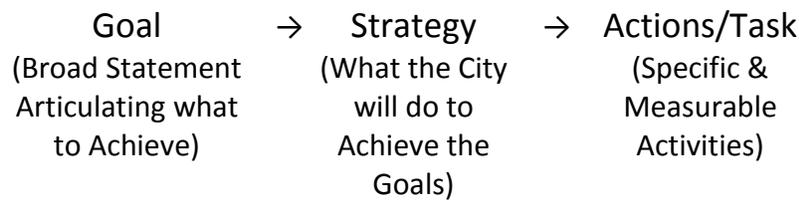


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Executive Summary

In September of 2014, the Sachse City Council began a process that started out as a planning session to establish goals and objectives for the city but ended with a complete strategic plan that touched every facet of city business and every department within the city. The 2015 City of Sachse Strategic Plan (Strategic Plan) includes 6 goals, 30 strategies, and 107 actions/tasks aimed at achieving the City of Sachse Vision. The goals, strategies, and actions/tasks are hierarchical in nature and are increasingly more specific as the plan moves from goals to tasks. A graphic illustrating the hierarchy is provide below.



Prior to the adoption of the Strategic Plan, the city identified goals and objectives every few years. These goals and objectives provided the council and staff with measures of accountability for accomplishing the important work of the city and provided a roadmap for the current work items to be undertaken by both council and staff. With the adoption of the 2015 Strategic Plan, the city council significantly increased the depth and sophistication of the goals and objectives while assigning responsibilities to departments and establishing time frames to complete the actions/tasks.

Even a cursory review of the Strategic Plan reveals that many of the actions/tasks are incremental in nature. That is, actions or tasks identified in the Strategic Plan are critical steps required for accomplishing future tasks. In many instances, approaching the tasks and actions incrementally is necessary to allow flexibility in the future as the environment, priorities, or resources change. By adopting measurable but incremental tasks, future councils will have the flexibility to determine the next best course of action given the environmental realities they face.

It is anticipated that the Strategic Plan will mature in future years. As the years progress, both staff and council will identify ways to improve the plan that will yield an even more useful tool for both policy makers and the staff who implement that policy.

The six goals included in the 2015 Strategic Plan cover every corner of the city. The goals are listed below.

1. Strategically invest in the city's existing and future infrastructure to ensure those needs are met.

2. Be a model of financial stewardship through growth management, responsible investment and financial transparency.
3. Provide a high quality of life environment for families, individuals, businesses, and other organizations in Sachse.
4. Make Sachse more prosperous through job creation and quality development that adds community value.
5. Meet the public safety needs of a growing citizen, student and business population.
6. Provide excellent governmental services to Sachse's citizens.

During 2015, city staff will provide updates to the city council on Strategic Plan progress. In its current form, the plan identifies target completion years for each task/action. By keeping the completion date at the year level, city staff will have the ability to adjust to unexpected shocks that disrupt staff's work plan during shorter time frames. Sachse is a lean organization to the point where the individuals who are responsible for implementing the Strategic Plan are the same individuals who must react to emergencies and other crises that arise. Staff must remain opportunistic by taking advantage of less disruptive periods and executing the Strategic Plan in order to have the capacity to respond to the various crises while keeping plan implementation on track. Periodic updates to council will assist in keeping the plan moving forward.

Background

In September of 2014, the Sachse City Council began a process that started out as a planning session to establish goals and objectives for the city but ended with a complete strategic plan that touched every facet of city business and every department within the city. The 2015 City of Sachse Strategic Plan (Strategic Plan) includes 6 goals, 30 strategies, and 107 actions/tasks intended to achieve the City of Sachse Vision.

The process started with a discussion aimed at arriving at a collective understanding of what Sachse’s goals would look like. Much has been written about goals and the ingredients for a “good” goal and all sources are not in full agreement on what constitutes a “good” goal for a municipality like Sachse. In the end, Sachse’s stated goals conform to the following:

Sachse’s Vision Statement:

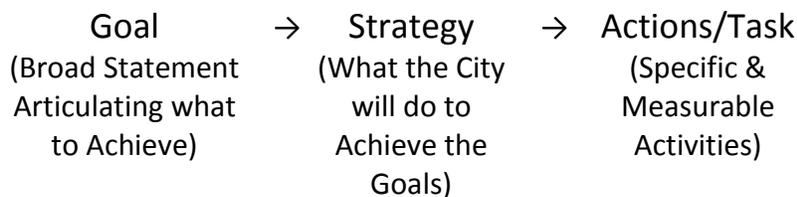
Sachse is a friendly, vibrant community offering a safe and enjoyable quality of life to all who call Sachse home.

- They identify the “why” or “reason” for an action **or** they state what is to be accomplished.
- They identify what is to be increased, decreased, or maintained.
- They are not actions.

Since at least 2005, City Councils have worked within strategic plan frameworks that centered on affirming or re-affirming the vision statement, identifying priorities, and establishing goals and objectives to achieve the priorities. Significant work on previous goals and objectives took place in 2005, 2008, and 2012, although the goals and objectives were not adopted officially by Council each time.

2015 Strategic Plan Format

At the September 2014 workshop, the Council reviewed the legacy goals format for Sachse and explored two alternate formats for strategic planning used by other North Texas cities. One format included a hierarchical structure with an overall vision at the top followed by goals, strategies, objectives, and tasks; with each subsequent level achieving greater specificity, measurability, and accountability. The other format was more general in nature and included priority areas, one goals statement per priority area, and specific objectives with responsible departments assigned to each objective. Using these examples as a guide, Sachse’s Strategic Plan takes on a hybrid form with goals, strategies, and actions/tasks. The goals, strategies, and actions/tasks are hierarchical in nature and are increasingly more specific as the plan moves from goals to actions/tasks. An illustration of the hierarchy is provide below.



Goal Formulation

The creative process for identifying Sachse’s Strategic Plan elements started with a brief review of the 2012 Goals Workshop. That review oriented the Council to prior work and was aimed at building on prior Councils’ priorities. After reviewing the previous draft goals and objectives, the Council began a creative brainstorming process using the Strengths, Weaknesses, Opportunities, and Threats (or S.W.O.T.) framework. The Council was asked collectively to list what they saw as existing Strengths, for example, in Sachse. A listing was generated as they brainstormed and the process was repeated for Weaknesses, Opportunities, and Threats. The resulting lists are included in Appendix A and they form the foundation for all subsequent strategic planning efforts.

After the lists were complete, each council member was asked to prioritize items on each S.W.O.T. list. It was understood that all of the items included in each listing could be important, but in order to focus efforts on accomplishing those items of greatest importance over the next few years, the highest priority items needed to be identified. Each council member was provided a fixed number of adhesive dots and asked to place them next to the items of greatest importance. There was no limit to the number of dots that could be placed on any item, only a limit on the total number of dots provided. At the conclusion of the prioritization exercise, the number of adhesive dots for each item was tabulated and the result is included in Appendix A. The number of dots placed adjacent to each item listed is included in parenthesis next to the item.

After the S.W.O.T. exercise was completed, the Council collectively reviewed those items receiving more than one dot and began a preliminary aggregation of items into categories. These categories were referred to as “areas of emphasis” or “buckets” during the workshop and the resulting priorities are shown in Appendix C and are listed below.

Priority Areas

- Infrastructure
- Financial Security/Sustainability
- Quality of Life
(Recreational Amenities)
- Strategic Development
(Targeted Commercial Growth)
- Safety
- Quality Government

Several photographs taken during the workshop on September 20, 2014, are included in Appendix B.

Identifying six priority areas concluded the first workshop with Council. During the meeting, staff noted the many comments made by council members and recorded the meeting. After the meeting, staff took council members’ comments and began to formulate goals and strategies in an effort to capture Council’s intent. The second workshop with Council took place

on November 1, 2014, with the purpose of reviewing, refining, and expanding the draft goals and strategies discussed during the first workshop. The product of that meeting was a list of goals and strategies that would guide the development of specific tasks and actions to be included in the Strategic Plan. The goals are listed below.

2015 City of Sachse Goals

1. Strategically invest in the city's existing and future infrastructure to ensure those needs are met.
2. Be a model of financial stewardship through growth management, responsible investment and financial transparency.
3. Provide a high quality of life environment for families, individuals, businesses, and other organizations in Sachse.
4. Make Sachse more prosperous through job creation and quality development that adds community value.
5. Meet the public safety needs of a growing citizen, student and business population.
6. Provide excellent governmental services to Sachse's citizens.

Strategies are included in the Strategic Plan section.

Task/Action Creation

After the Council completed their initial review of the goals and strategies, the senior staff, including all of the department heads and the Executive Director of the Sachse Economic Development Corporation, met to draft the tasks/actions envisioned to accomplish the strategies and goals. Included with those tasks/actions are deadlines for completion and the departments who hold the primary responsibility for accomplishing the tasks/actions.

Over two discussions, the Council reviewed and modified the tasks/actions. All of the tasks/actions are included in the Strategic Plan section.

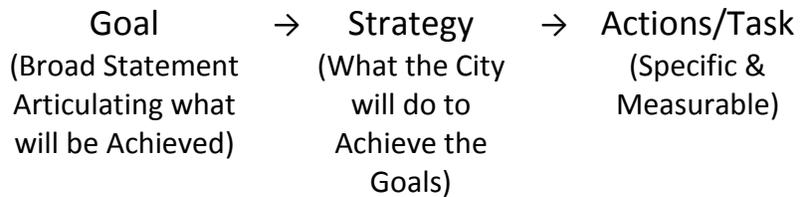
2015 Strategic Plan

The Strategic Plan follows in this section. The City Council will receive periodic progress updates from staff during the year. Many of the tasks/actions are either incremental in nature or have assigned completion dates after 2015.

The tasks/actions that are incremental are preliminary steps needed to accomplish a larger purpose and it may not be practical, given funding limitations, to set a specific completion date at this time for the larger purpose. For example, funding a \$17M roadway expansion may not be achievable in the next three to five years, but finishing preliminary work needed for that roadway expansion is achievable.

It is anticipated that the Strategic Plan will evolve in future years. 2015 marks the first year that the City Council is considering this type of strategic plan breadth and, as often happens with new organizational tools, it will likely be refined over time as the organization gains experience using the tool.

2015 Sachse Strategic Plan Format



The 2015 City of Sachse Strategic Plan is included in the following pages.

Goal 1: Strategically invest in the city’s existing and future infrastructure to ensure those needs are met.

Strategy 1: Partner with Counties to widen arterial roadways to their ultimate width.

<u>Task/Action</u>	<u>Dept</u>	<u>Progress/Update</u>	<u>Target Date</u>	<u>Completion Date</u>
Meet quarterly with county engineering departments to maintain positive working relationship.	ENG	Met with Dallas County representatives on 11/5/2014 to discuss the 6 th Call projects. Coordination is ongoing for Collin County partnership projects.	2015	
Finalize preliminary design of Sachse road in accordance with the Thoroughfare Plan.	ENG	The City Council has discussed the preliminary alignment and staff is working with Dallas County to have it finalized.	2015	
Construct first segment of Sachse Road widening.	ENG	Once the preliminary design is complete, the limits of phase 1 will be determined based on available funding.	2017	
Finalize projects for Dallas County’s Major Capital Improvements Program 6 th Call.	ENG/CM	Staff met with Dallas County to discuss preliminary alternatives for 6 th Call projects.	2015	
Identify funding for the completion of Maxwell Creek Road north of Ranch Road.	FIN/ENG	Maxwell Creek adjacent to the Woodbridge subdivision and Fire Station 2 will be completed in 2015. The section from Woodbridge to the north remains.	2016	
Complete Ranch Road and Maxwell Creek at Fire Station #2.	ENG	Ranch Road has entered the right-of-way acquisition phase and an agreement to complete Maxwell Creek at FS #2 is in place.	2016	

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Goal 1: Strategically invest in the city’s existing and future infrastructure to ensure those needs are met.				
Strategy 2: Define additional municipal facility needs through 2024.				
Task/Action	Dept	Progress/Update	Target Date	Completion Date
Evaluate Sachse Animal Shelter capacity and determine future needs.	PD/CD/ CM	The capacity of Sachse’s existing Animal Shelter to meet growing demands is in question. An independent evaluation of future needs is desirable.	2016	
Analyze need for future Fire Station #3.	CD/FD/ CM	The need for a future fire station in the southern area of Sachse has not been demonstrated. An independent evaluation of future needs is desirable.	2016	
Establish future plan for Parks Maintenance Facility.	PK/CD/ CM	The Parks Maintenance Facility is currently housed on SH 78. Council will consider whether this location is appropriate for the future.	2015	
Plan for the future of Old City Hall and potential loss of one recreation facility.	CM/PK	The building at 5560 SH 78 is owned by the city and houses the Chamber of Commerce and a community room. Once confirmation is received that the property is not encumbered, council will consider its future.	2015	

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Goal 1: Strategically invest in the city’s existing and future infrastructure to ensure those needs are met.

Strategy 3: Provide utility infrastructure to meet community growth.

<u>Task/Action</u>	<u>Dept</u>	<u>Progress/Update</u>	<u>Target Date</u>	<u>Completion Date</u>
Complete the construction of the PGBT Phase 1 sanitary sewer.	ENG/PW	Funding has been secured pending final agreements. Staff is working with the City Attorney’s office.	2016	
Purchase property for future PGBT Water Tower.	ENG/CM	Funding was appropriated in the 2015 budget.	2015	
Finalize the design for the SE Lift Station.	ENG	Additional sanitary sewer capacity is needed to serve community growth.	2016	
Plan for water and sewer main upsizing and extensions for growth.	PW/ENG/ FIN/CM	Additional water and sanitary sewer capacity is required to serve the city’s growth.	2016	
Maintain existing utility infrastructure adequately to protect public and environmental health.	PW/ENG	Identify opportunities to leverage planned projects to maximize the use of public infrastructure funding.	2016	

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Goal 1: Strategically invest in the city's existing and future infrastructure to ensure those needs are met.

Strategy 4: Maintain existing roadways and alleys to an acceptable level.

<u>Task/Action</u>	<u>Dept</u>	<u>Progress/Update</u>	<u>Target Date</u>	<u>Completion Date</u>
Fund and conduct a radar pavement evaluation to assess the condition of existing roads and alleys in Sachse.	ENG/FIN	Will result in a technically based needs evaluation and prioritization.	2017	
Schedule for and implement pavement marking replacement for all existing arterial and collector roadways in Sachse.	PW	Over the last five years, significant roadways have been improved and required ongoing maintenance.	2015	
Replace 10,000 linear feet of existing unserviceable sidewalks.	PW	Public Works replaces sidewalks annually.	2015	
Identify roadway reconstruction projects for FY 2016.	PW/ENG	Council will select 2016 reconstruction projects to be funded by Street Maintenance Tax funds.	2015	
Implement adopted maintenance projects in the CIP.	PW/ENG	Ongoing efforts to implement projects.	2016	
Explore funding partnership(s) for Miles Road school traffic improvements.	CM/ENG	Will result in improved traffic (pedestrian and vehicular) on Miles Road.	2015	

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Goal 2: Be a model of financial stewardship through growth management, responsible investment and financial transparency.

Strategy 1: Budget to maintain and improve Sachse’s current financial foundation.

<u>Task/Action</u>	<u>Dept</u>	<u>Progress/Update</u>	<u>Target Date</u>	<u>Completion Date</u>
Utilize Council’s Strategic Plan as a basis for budgeting decisions and requests.	CC/ DEPT	Once adopted, Council’s strategic plan will guide resource allocation.	2016	
Monitor annually the city’s credit rating and maintain an excellent rating and low cost of capital.	FIN/CM	Proactively inform the Council of the city’s credit position during forecasting and budgeting activities.	2015	
Review the city’s financial policy.	FIN/CM	Review and update the city’s financial policies with Council for updating.	2015	

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Goal 2: Be a model of financial stewardship through growth management, responsible investment and financial transparency.				
Strategy 2: Identify and protect sources of recurring funds to invest in infrastructure maintenance.				
<u>Task/Action</u>	<u>Dept</u>	<u>Progress/Update</u>	<u>Target Date</u>	<u>Completion Date</u>
Develop street maintenance use fact sheets and post them to the city's website.	CM/PW	Keep the public informed on the use of Street Maintenance Tax funds.	2015	
Define revenue volatility threshold acceptable for assignment to recurring capital costs.	FIN/CM	As the city addresses recurring capital cost funding, working with Council to develop acceptable funding volatility thresholds will result in better forecast modeling during various economic cycles.	2015	
Inform the city council on recurring funding options.	FIN/CM	As the city works to address meeting community needs and expectations, making informed decisions about recurring funding sources will become important to meeting those needs and expectations.	2015	

Strategy 3: Proactively prepare for foreseeable growth pattern shifts.				
<u>Task/Action</u>	<u>Dept</u>	<u>Progress/Update</u>	<u>Target Date</u>	<u>Completion Date</u>
Anticipate and quantify the loss of existing residential development revenues after the end of current growth rates.	FIN	As the residential growth experienced by the city slows in coming years, preparing for the change in revenue will become increasingly more important.	2015	
Define multiple municipal financial scenarios that reflect possible commercial growth rates.	FIN/CD/ EDC	Sachse has entered a period of unprecedented commercial growth. The rate of that should be modeled to develop future municipal scenarios for planning.	2015	

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Goal 2: Be a model of financial stewardship through growth management, responsible investment and financial transparency.

Strategy 4: Continue to achieve public finance gold standards in financial reporting.

<u>Task/Action</u>	<u>Dept</u>	<u>Progress/Update</u>	<u>Target Date</u>	<u>Completion Date</u>
Apply for the State of Texas Comptroller’s Leadership Circle for Transparency and Reporting.	FIN/CM	Implement online check register.	2015	
Continue participation in GFOA certificate programs.	FIN	Continue achieving the Excellence in Financial Reporting and Distinguished Budget Presentation awards.	2015	

Strategy 5: Explore debt financing responsibly and maintain debt levels to a conservative percent of overall revenue.

<u>Task/Action</u>	<u>Dept</u>	<u>Progress/Update</u>	<u>Target Date</u>	<u>Completion Date</u>
Amend the financial policy to include overall debt guidelines.	FIN/CM/ CC	By adopting a policy for overall debt, the Council will establish a framework for future decisions.	2015	
Plan for laddering debt to maintain debt service at a maximum of 30% of the Ad Valorem Tax receipts.	FIN	Laddering debt can create future capacity and opportunities for less reliance on debt by the city.	2015	
Review opportunities for refunding existing bond debt.	FIN	The city’s current aggregate debt extends to the year 2034. Looking for opportunities to refund a portion of that debt can create future opportunities and flexibility for the city.	2016	

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Goal 3: Provide a high quality of life environment for families, individuals, businesses, and other organizations in Sachse.

Strategy 1: Maintain an inviting community atmosphere for families.

<u>Task/Action</u>	<u>Dept</u>	<u>Progress/Update</u>	<u>Target Date</u>	<u>Completion Date</u>
Complete a city-wide parks and recreation survey for an update to the Parks Master Plan.	PK	The Parks Master Plan is updated every five years.	2015	
Develop a promotional video highlighting the Sachse Parks and Recreation offerings.	PK	A promotional video will leverage electronic media to keep citizens informed about various opportunities.	2015	
Maintain Tree City USA recognition for the 8 th year.	PK	Continue Sachse's environmental stewardship.	2015	
Add an additional comprehensive playground safety check every year.	PK	Ensure the safety of the city's playground equipment and facilities.	2015	
Expand volunteer engagement and registration program.	PK/HR	Volunteers are key to having successful events in Sachse. Improving the volunteer program will provide additional opportunities for citizens to engage with their city.	2015	

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Goal 3: Provide a high quality of life environment for families, individuals, businesses, and other organizations in Sachse.

Strategy 2: Offer exceptional community events.

<u>Task/Action</u>	<u>Dept</u>	<u>Progress/Update</u>	<u>Target Date</u>	<u>Completion Date</u>
Implement two additional community events.	PK	Continue with Sachse's tradition of offering best in class events.	2015	
Continue to partner with the SEDC and Chamber of Commerce to host the Red, White & Blue Blast.	PK/CM/ EDC	Collaboration with the city's partners led to the Red, White & Blue Blast being a marquee event for the city.	2015	
Include volunteer opportunities to enhance every community event.	PK/HR	Incorporating more volunteer opportunities where possible will strengthen community involvement and improve opportunities in the community.	2015	

Strategy 3: Expand recreational amenities within the community.

<u>Task/Action</u>	<u>Dept</u>	<u>Progress/Update</u>	<u>Target Date</u>	<u>Completion Date</u>
Determine future parks facility needs during an update to the Parks Master Plan.	PK/CC	The Parks Master Plan is being updated.	2015	
Identify next major recreation amenity to pursue.	PK/CC	Targeting the next major amenity will align efforts and focus attention on accomplishing the project.	2015	

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Goal 3: Provide a high quality of life environment for families, individuals, businesses, and other organizations in Sachse.

Strategy 4: Creatively meet the wide range of needs in the community through the library’s educational programs and services.

<u>Task/Action</u>	<u>Dept</u>	<u>Progress/Update</u>	<u>Target Date</u>	<u>Completion Date</u>
Exceed 100,000 material checkouts.	LIB	Continue providing materials the public wants.	2015	
Establish teen volunteer program for local youth.	LIB/HR	Improve, organize and simplify volunteer opportunities for area youth.	2015	
Host two new community based programs that promote community awareness and cultural interaction.	LIB	A hallmark of effective library programs is to meet the needs and wants of the community as they change over time.	2015	
Promote Summer Reading Club Programs through school librarians, childcare centers, and faith-based organizations.	LIB	Partnering with community organizations will maximize the effectiveness of informative efforts.	2015	
Increase collection by 3% of total materials.	LIB	The focus will be on the e-book collection which is still very new to the city.	2015	

Strategy 5: Partner with local organizations to maximize the public’s benefit from facilities within existing use policies.

<u>Task/Action</u>	<u>Dept</u>	<u>Progress/Update</u>	<u>Target Date</u>	<u>Completion Date</u>
Partner with local organizations who are willing to host four community programs or events over the next year.	PK	Sachse has a rich history of leveraging non-municipal community facilities for the public’s benefit.	2015	
Work with local scouting organizations to identify volunteer opportunities including two eagle scout projects.	PK	Eagle Scout projects have added several amenities to Sachse’s facilities over the years. It is desirable to continue that partnership trend.	2015	
Finalize the Friends of Sachse Parks and Recreation memorandum of understanding.	PK	The City Attorney’s office is working on a draft for review.	2015	

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Goal 3: Provide a high quality of life environment for families, individuals, businesses, and other organizations in Sachse.

Strategy 6: Expand the trail system to enhance multimodal transportation options.

<u>Task/Action</u>	<u>Dept</u>	<u>Progress/Update</u>	<u>Target Date</u>	<u>Completion Date</u>
Consider a trail alternative for the Sachse Road expansion.	ENG/CM/CC	The project is in preliminary design. Considering a trail or special lane component is timely.	2015	
Install trail markers citywide.	PK/PW	Portions of sidewalks are incorporated into the trail system citywide. Marking them will make citizens aware of their existence.	2017	
Identify and apply for a trail grant.	PK/ENG	A grant would assist in bringing a trail project to completion.	2015	

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Goal 4: Make Sachse more prosperous through job creation and quality development that adds community value.

Strategy 1: Utilize the Economic Development Corporation to create an environment attractive to quality non-residential development.

<u>Task/Action</u>	<u>Dept</u>	<u>Progress/Update</u>	<u>Target Date</u>	<u>Completion Date</u>
Finalize a Sachse Economic Development Marketing Plan.	EDC	A key component of identifying and capitalizing on value-adding economic development opportunities is quality marketing initiatives.	2015	
Meet quarterly with key development and land owners in Sachse.	EDC	Being an effective partner in projects that add value to the community require beneficial relationships with the local development community.	2015	
Create a standard commercial development feedback loop to identify potential areas of customer-centric process improvements.	EDC/CD	Implementing a feedback loop will provide valuable information for continuously improving the development experience in Sachse.	2015	
Review existing development incentive policy with both the Economic Development Corporation and City Council.	EDC/CC	Continuity between the Council and Corporation is key to reducing development hurdles and minimizing developmental risk from the city side of the process.	2015	

AS: Animal Shelter; CERT: CERT; CC: City Council; CD: Community Development; CM: City Manager; CS: City Secretary; CTE: SH 78 Visioning Committee; EDC: Economic Development Corp.; ENG: Engineering; FIN: Finance; FD: Sachse Fire Rescue; HR: Human Resources; LIB: Library; PD: Police Dept.; PK: Parks & Recreation; PW: Public Works

Goal 4: Make Sachse more prosperous through job creation and quality development that adds community value.

Strategy 2: Develop initiatives that result in value-added redevelopment in targeted areas of the State Highway 78 corridor.

<u>Task/Action</u>	<u>Dept</u>	<u>Progress/Update</u>	<u>Target Date</u>	<u>Completion Date</u>
Complete SH 78 Visioning process and adopt 78 development & incentive plan.	CD/CM/ CTE/CC/ EDC	The SH 78 visioning process and action plan will start the process of targeted redevelopment on SH 78.	2015	
Complete installation of Phase 1 State Highway 78 roadway lighting.	ENG	Council approved funding for the Phase 1 Roadway Lighting Project and is in the process of selecting banners for the light poles.	2015	
Complete implementation of a railroad quiet zone in Sachse.	ENG	The Federal Railroad is reviewing Sachse's application.	2015	
Complete an industrial development feasibility evaluation for industrial land in close proximity to Ranch Road.	EDC	The Economic Development Corporation is evaluating the feasibility of industrial property south of Ranch Road.	2015	
Identify specific beautification alternatives for the SH 78 corridor and identify potential funding alternatives.	EDC	The Economic Development Corporation is working with a consultant to identify beautification options for SH 78 in Sachse.	2016	

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Goal 4: Make Sachse more prosperous through job creation and quality development that adds community value.

Strategy 3: Pursue businesses that meet the needs and wants of Sachse’s citizens.

<u>Task/Action</u>	<u>Dept</u>	<u>Progress/Update</u>	<u>Target Date</u>	<u>Completion Date</u>
Actively pursue a minimum of three different regionally or nationally recognized fast casual restaurant chains underrepresented in Sachse’s market for a possible new location in Sachse.	EDC	The Buxton retail analysis identified that residents want more quality restaurant options in Sachse.	2015	
Participate in marketing opportunities by placing advertisements in retail and restaurant market specific publications.	EDC	One component of an overall marketing plan is having a presence in market-specific publications.	2015	
Attend ICSC Dallas and Las Vegas retail development conventions.	EDC	Sachse’s participation has gotten more sophisticated over the years and specific relationships with desirable businesses are being cultivated.	2015	

Strategy 4: Review the Comprehensive Plan for updates and modifications.

<u>Task/Action</u>	<u>Dept</u>	<u>Progress/Update</u>	<u>Target Date</u>	<u>Completion Date</u>
Consider funding a comprehensive plan update during the current fiscal year.	CD/CM/ FIN	Council expressed a desire to investigate funding an update during 2015.	2015	

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Goal 5: Meet the public safety needs of a growing citizen, student and business population.				
Strategy 1: Pursue both innovative and time-tested technologies and initiatives that enhance public safety in the community.				
Task/Action	Dept	Progress/Update	Target Date	Completion Date
Advance E-Watch, Video Partnerships, and Lockbox programs to the benefit of the community.	PD/FD	Sachse continues to aggressively pursue innovative solutions to community needs.	2015	
Implement a rapid communication system in the city.	PD	Advances in technology have made it possible to implement rapid communication systems to benefit Sachse's citizens by helping to keep them safe.	2015	
Complete the transition to the regulatory-mandated digital radio system.	PD/FD	The federally mandated deadline to transition to a digital radio system is fast approaching. The Council has partially funded the transition and staff continues to work with the City of Garland to specify the actual costs to convert.	2016	
Complete recertification for Texas Police Chiefs Association Best Practices program.	PD	The Sachse Police Department is completing the first term as a recognized department.	2015	
Complete 50% of the Texas Fire Chiefs Best Practices program requirements.	FD	The Sachse Fire Rescue is beginning the process of certification.	2015	

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Goal 5: Meet the public safety needs of a growing citizen, student and business population.				
Strategy 2: Achieve a fully operational Fire Station No. 2.				
Task/Action	Dept	Progress/Update	Target Date	Completion Date
Reorganize Sachse Fire Rescue to incorporate a new Operations Captain.	FD	Council funding a new Operations Captain position in the FY 2015 budget.	2014	
Eliminate part time positions and provide existing response ability with full time staffing.	FD	One early step in improving the capabilities of the department is to convert to a full time department with no reliance on part time staff to meet minimum response capabilities.	2016/17	
Add sufficient staffing for a fully-operational Fire Station No. 2.	FD	Fully-operational means having sufficient staff to operate both an engine and ambulance out of FS No. 2.	2018/19	

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Goal 5: Meet the public safety needs of a growing citizen, student and business population.				
Strategy 3: Ensure the city is prepared in the event of an emergency.				
Task/Action	Dept	Progress/Update	Target Date	Completion Date
Host two basic CERT courses for citizens.	FD/CERT	CERT is a key component to overall emergency response in Sachse.	2015	
Conduct two emergency response training exercises.	FD/PD	Ongoing training is required for operational readiness.	2015	
Review the Emergency Management Plan.	FD	The plan is due for a review and update.	2015	
Complete backup generator installations at Animal Shelter and Senior Center.	CD/PD	The ice storm of 2013 brought to light the need for backup generators at both facilities.	2015	
Evaluate CASA RADAR system and implementation timing.	FD	The CASA RADAR system is a regional radar web with the potential to provide emergency management personnel with detailed weather information in an emergency.	2015	
Update the City Council on infectious disease preparedness.	FD	The recent Ebola response in the region has prompted an increase in preparedness activities in every emergency response organization. Sachse has taken action to improve preparedness.	2015	

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Goal 5: Meet the public safety needs of a growing citizen, student and business population.

Strategy 4: Continue to grow the relationship of trust between the public and public safety.

<u>Task/Action</u>	<u>Dept</u>	<u>Progress/Update</u>	<u>Target Date</u>	<u>Completion Date</u>
Conduct biennial AOR meetings.	PD/CM	Conducting the community meetings provides opportunities for both staff and the public to interact in a productive way.	2015	
Enhance Sachse’s National Night Out program.	PD	The annual National Night Out program is an important component of the public safety/citizen interaction plan.	2015	
Host two low-cost pet clinics at the Animal Shelter.	AS	The low-cost pet clinic is a popular event that is used by many citizens to keep their pets healthy.	2015	

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Goal 6: Provide excellent governmental services to Sachse’s citizens.

Strategy 1: Utilize technology to provide the public convenient access to municipal information.

<u>Task/Action</u>	<u>Dept</u>	<u>Progress/Update</u>	<u>Target Date</u>	<u>Completion Date</u>
Implement a new push communication system for general city information.	CM/PD	E-Watch has been successful, but should be limited to critical community communications. The city needs a tool that can be used to push more general information out to the public.	2015	
Implement online Parks and Recreation registration and reservation programs.	PK	Increasingly, citizens want more convenient methods to participate in their community. Providing more online capabilities is one way the city can meet that want.	2015	
Adopt a citywide social media policy.	CM/HR	The city will benefit from defining how social media is used in Sachse and by Sachse employees.	2015	
Add mobile message mobile capability.	PW	The city currently owns one mobile message board. Adding more will improve the city’s ability to get information to the public in a timely manner.	2016	

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Goal 6: Provide excellent governmental services to Sachse’s citizens.

Strategy 2: Proactively identify and pursue regulations that enhance quality of life and that protect the community.

<u>Task/Action</u>	<u>Dept</u>	<u>Progress/Update</u>	<u>Target Date</u>	<u>Completion Date</u>
Adopt updated building codes for development.	CD/FD	Advances in practice and technology result in the need for updating various codes used in the city.	2016	
Establish semi-annual ordinance review and updates.	CD	Aggregating code updates will streamline Council’s review process.	2015	
Monitor emerging legislative trends.	CS/CM/ PD/FD	Legislative actions impact the city in a number of ways. Keeping abreast of current trends and actions is a key part of providing good services.	2015	

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Goal 6: Provide excellent governmental services to Sachse’s citizens.

Strategy 3: Develop programs and resources that attract and retain talented public service professionals.

<u>Task/Action</u>	<u>Dept</u>	<u>Progress/Update</u>	<u>Target Date</u>	<u>Completion Date</u>
Fully implement the first year of a new, employee driven, Sachse Shines program.	HR	An employee-centric recognition program that recognizes superior performance is one part of building a responsive culture within the organization.	2015	
Complete a citywide compensation study.	HR/CM	The Council funded a compensation study to quantify Sachse’s competitiveness with the market and ability to retain quality staff.	2015	
Provide additional training opportunities for senior staff to stay abreast of emerging trends and best practices.	CM	The organization grows and the city benefits when senior staff members are equipped with the latest trend and best practices for providing services to citizens.	2016	
Update the Sachse Personnel Policy.	HR	As Sachse has grown in sophistication, an update of the personnel policy is needed.	2015	
Complete the implementation of an electronic time reporting system.	HR/FIN	An electronic system moves the city toward a more paperless environment and will streamline the reporting system.	2015	
Create a Sachse Wellness program.	HR	During the economic downturn, the wellness program was eliminated. Providing opportunities for improved wellness has a number of benefits to the organization and the employees.	2015	

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Goal 6: Provide excellent governmental services to Sachse’s citizens.

Strategy 4: Continually enhance Sachse’s approach to quality customer service.

<u>Task/Action</u>	<u>Dept</u>	<u>Progress/Update</u>	<u>Target Date</u>	<u>Completion Date</u>
Provide an option for automatic credit card drafting for utility bill payment.	FIN	The trend has been to provide more convenient ways for customers to pay bills.	2015	
Ensure prompt response to “how am I doing” and CivicPlus on citizen concerns.	CM/PK	Standardize the process for responding to customer comments to reduce variability in the customer experience.	2015	
Provide and require customer service training for initial contact personnel.	HR/PK	Providing a minimum competence course for all initial contact personnel will improve the customer experience.	2015	
Upgrade credit card terminals to chip technology.	FIN	Credit card security is improving and the city will adapt to the chip technology.	2015	
Add a cellular utility bill payment option.	FIN	Customers want more convenient ways to pay their bills.	2016	

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Goal 6: Provide excellent governmental services to Sachse’s citizens.

Strategy 5: Provide adequate tools and equipment needed to deliver exceptional services.

<u>Task/Action</u>	<u>Dept</u>	<u>Progress/Update</u>	<u>Target Date</u>	<u>Completion Date</u>
Implement an RFID system for the Library.	LIB	Current state-of-the-industry practice for libraries is to implement self-check kiosks and to streamline the patron experience.	2017	
Continue equipment replacement program.	FIN	Improvements are being made to the planning and programming of the equipment replacement program.	2015	
Develop a draft multi-year apparatus replacement program.	FD	Fire response equipment comes at a significant cost. Planning for replacement of aging equipment is an important piece of overall readiness.	2015	
Implement a surplus property policy.	FIN/CM	Developing and implementing a surplus property policy will standardize how surplus property is treated at the end of its useful life.	2015	

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Appendix A: S.W.O.T. Analysis Exercise

Strengths	Weaknesses
<ul style="list-style-type: none"> • Financial Shape (5) • Safety (5) • Small Town Atmosphere (3) • Community Events (4) • Great Citizens (2) • Great Schools (2) • Leadership (2) • Library (2) • Municipal Staff (2) 	<ul style="list-style-type: none"> • Lack of Infrastructure (5) • Infrastructure Maintenance (4) • Commercial Growth Quality (3) • Lack of Diverse Tax Base (3) • Lack of Larger Lot Development Options (3) • Debt (2) • Recreational Amenities (2) • Trails (2)
<ul style="list-style-type: none"> • <i>Accessibility to what People Want</i> (1) • <i>Church Involvement</i> (1) • <i>Municipal Complex</i> (1) • <i>Parks</i> (1) • <i>Quality</i> (1) • <i>Volunteers</i> (1) • <i>Communication Vehicles with Citizens</i> (0) • <i>Diversity of Demographics</i> (0) • <i>High Median Income</i> (0) • <i>Senior Center</i> (0) 	<ul style="list-style-type: none"> • <i>Funding Plan for Future CIP</i> (1) • <i>Identity</i> (1) • <i>Railroad</i> (1) • <i>Staff Turn-Over</i> (1) • <i>Close to Build-Out</i> (0) • <i>Dealing with Previous Development Decisions</i> (0) • <i>No Community Pool</i> (0) • <i>Lack of "Downtown"</i> (0) • <i>Limited Revenue</i> (0) • <i>Split School Districts & Counties</i> (0) • <i>Uniqueness from Neighbors</i> (0)

Priority Area Key:
Infrastructure
Financial Security/Sustainability
Quality of Life
Strategic Development
Safety
Quality Government

Opportunities	Threats
<ul style="list-style-type: none"> • Development of PGBT District (4) • Invest in [PGBT] Opportunity (4) • Pursue Targeted Opportunities [that will Produce] Steady Tax Revenue (4) • Redevelop State Highway 78 (4) • Update the Comprehensive Plan (2) • Commercial Growth (3) 	<ul style="list-style-type: none"> • State Highway 78's Future (6) • End of Existing Residential Growth Pattern (5) • Funding Big-Ticket Items (4) • Loss of Major Tax Payer (4) • Lack of Diversified Housing (3) • Poorly Managed Growth (2)
<ul style="list-style-type: none"> • <i>Ability to Craft Identity</i> (1) • <i>Improve Municipal Communications</i> (1) • <i>Leverage Technology to Push Communications</i> (1) • <i>Enhance our Volunteer Programs</i> (1) • <i>Maintain Sachse's Quality of Life & Atmosphere</i> (1) • <i>Review and Enhance the Mixed Use District [Standards]</i> (1) • <i>Review and Enhance the PGBT Overlay [Standards]</i> (1) • <i>Sachse's History</i> (1) • <i>Enhance Existing Community Events</i> (0) • <i>Existing Commercial Opportunities</i> (0) • <i>Leverage Neighbor Relationships to Reduce Costs</i> (0) 	<ul style="list-style-type: none"> • <i>Ability to Meet Diverse [Cultural] Wants and Needs</i> (1) • <i>Consequences of Large CIP Projects</i> (1) • <i>Ebola</i> (1) • <i>Reduced Public Safety Effectiveness</i> (1) • <i>[A] Catastrophic Event</i> (0) • <i>Commercial Opportunities in Other Cities</i> (0) • <i>Ever-Changing Mandates from Federal and State Governments</i> (0) • <i>Getting Caught Unprepared in an Emergency</i> (0) • <i>Northeast Gateway</i> (0) • <i>Threat of Governmental Shutdown</i> (0) • <i>GISD Bond [added after exercise complete]</i>

Priority Area Key:
Infrastructure
Financial Security/Sustainability
Quality of Life
Strategic Development
Safety
Quality Government

Appendix B: September 20, 2014 Workshop Photos

Working Photo 1



Working Photo 2



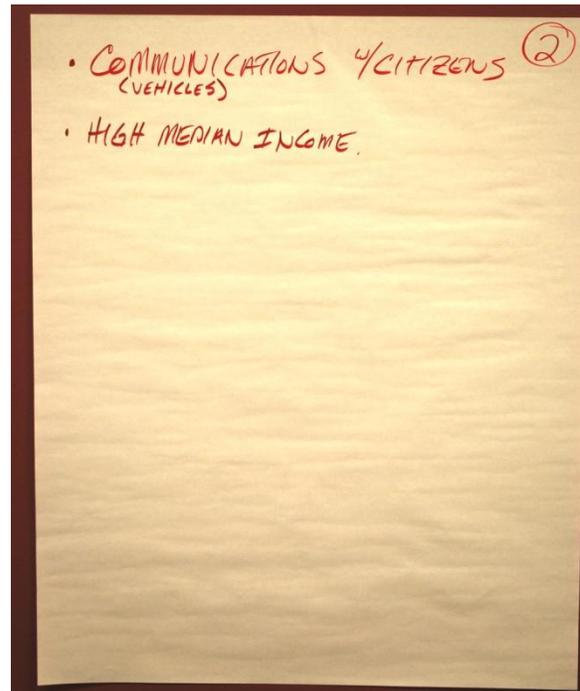
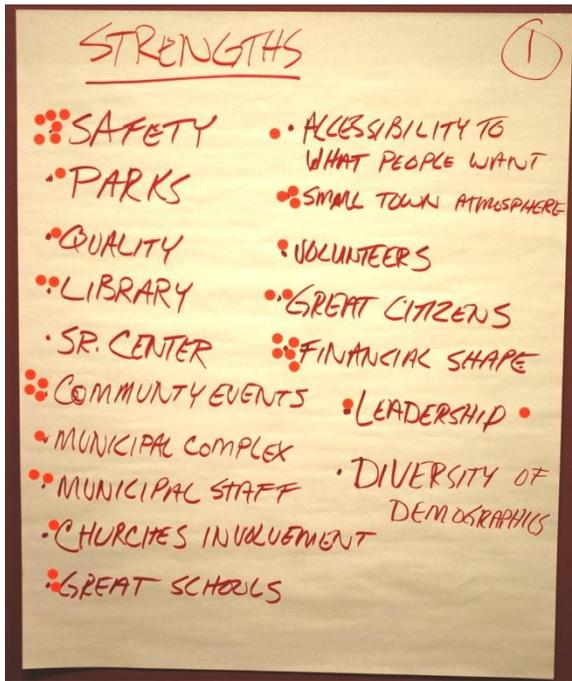
Brainstorm of Elements that Make a "Community"



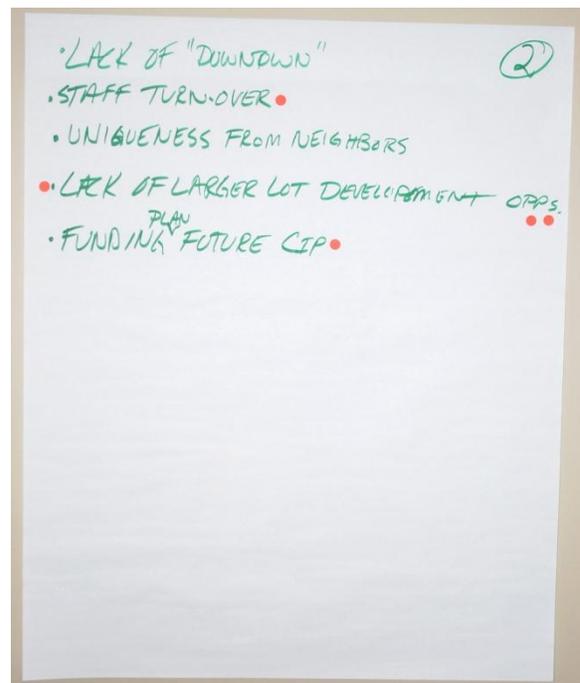
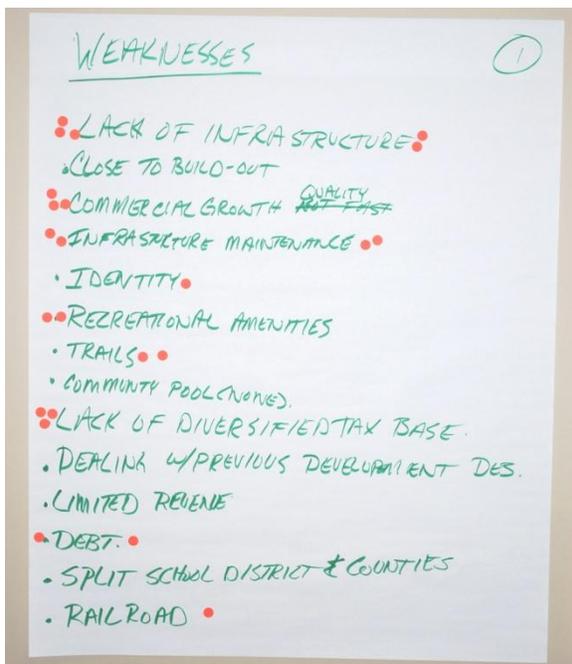
Goal Guiding Questions



Brainstorm of **Current City Strengths**



Brainstorm of **Current City Weaknesses**



Brainstorm of Future Opportunities

OPPORTUNITIES ①

- ABILITY TO CRAFT IDENTITY
- REDEVELOP SH 78
- DEVELOPMENT OF PGIST DISTRICT
- IMPROVE MUNICIPAL COMMUNICATIONS
- LEVERAGE TECHNOLOGY TO PUSH COMMUNICATIONS.
- ENHANCE OUR VOLUNTEER PROGRAMS
- COMMERCIAL GROWTH
- MAINTAIN SACHSE'S QUALITY OF LIFE & ATMOSPHERE.
- SACHSE'S HISTORY
- LEVERAGE NEIGHBOR RELATIONSHIPS TO REDUCE COSTS
- ENHANCE EXISTING COMMUNITY EVENTS.

• EXISTING COMMERCIAL OPPORTUNITIES ②

- PURSUE TARGETED OPPORTUNITIES
 - ↳ W/ STEADY TAX REVENUES
- INVEST IN 190 OPPORTUNITY.
- UPDATE THE COMP. PLAN
- REVIEW AND ENHANCE PGIST OVERLAY,
- " " " MIXED USE DISTRICT.

Brainstorm of Future Threats

THREATS ①

- NORTHEAST GATEWAY
- SH 78'S FUTURE:
 - REDUCED PUBLIC SAFETY EFFECTIVENESS
 - POORLY MANAGING GROWTH
 - LOSS OF MAJOR TAX PAYER
 - END OF EXISTING RESIDENTIAL GROWTH PATTERN.
 - LACK OF DIVERSIFIED HOUSING
- COMMERCIAL OPPORTUNITIES IN OTHER CITIES.
- ABILITY TO MEET DIVERSE CULTURE WANTS AND NEEDS.
- CONSEQUENCES OF LARGE CIP PROJECTS

• EVER CHANGING MANDATES FROM STATE & FED. GOV'T. ②

- FUNDING BIG TICKET EQUIPMENT
- ACA GETTING CAUGHT UN-PREPARED IN AN EMERGENCY.
- CATASTROPHIC EVENT.
- THREAT OF GOVERNMENT SHUT-DOWN
- EBOLA.
- GISD BOND

Appendix C: Priority Areas at September 20, 2014 Workshop

- Infrastructure
- Financial Security/Sustainability
- Quality of Life
 - (Recreational Amenities)
- Strategic Development
 - (Targeted Commercial Growth)
- Safety
- Quality Government



Legislation Details (With Text)

File #:	14-2606	Version:	2	Name:	Richard Oliver Proclamation
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	12/22/2014	In control:		In control:	City Council
On agenda:	1/5/2015	Final action:		Final action:	

Title: Present Proclamation recognizing Officer Richard Oliver's 20 years of service with the City of Sachse and acknowledge his retirement.

Executive Summary
Officer Richard Oliver has recently achieved twenty (20) years of service with the City of Sachse. The Mayor has issued a Proclamation recognizing his service.

Sponsors:

Indexes:

Code sections:

Attachments: [Proclamation.Richard Oliver.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Present Proclamation recognizing Officer Richard Oliver's 20 years of service with the City of Sachse and acknowledge his retirement.

Executive Summary

Officer Richard Oliver has recently achieved twenty (20) years of service with the City of Sachse. The Mayor has issued a Proclamation recognizing his service.

Background

Recognize Officer Richard Oliver's twenty years of service with the City.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Present Proclamation recognizing Officer Richard Oliver's 20 years of service with the City of Sachse and acknowledge his retirement.

PROCLAMATION

WHEREAS, Mr. Richard Oliver moved to Sachse in 1988 and served over 10 years as a Firefighter/Paramedic; and

WHEREAS, in 1994 Richard joined the Police Department as a dispatcher and became a Patrol Officer in 1995; and

WHEREAS, Mr. Oliver became a police instructor, advanced accident investigator and Master Peace Officer; and

WHEREAS, Richard Oliver throughout his career earned 4 lifesaving awards; and

WHEREAS, Richard help create the Fraternal Order of Police, which has helped many needy families, and is retiring after 20 years of service to the citizens of Sachse.

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

January 5, 2015 as Richard Oliver Day in Sachse

in recognition of the numerous significant contributions that he has made to our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 5th day of January 2015.



Mike J. Felix
Mayor



Legislation Details (With Text)

File #: 14-2613 **Version:** 1 **Name:** Employee Recognition 1st Quarter 2014-2015
Employee Recognition 4th Quarter 2013

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

File created: 12/30/2014 **In control:** City Council

On agenda: 1/5/2015 **Final action:**

Title: Recognize employees for their service to the City of Sachse.

Executive Summary
Each quarter the City Council recognizes employee milestones.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Recognize employees for their service to the City of Sachse.

Executive Summary

Each quarter the City Council recognizes employee milestones.

Background

Five Years

Cassandra Spencer began her career in Sachse in January 2010 as a Municipal Court Clerk, where she worked for 2.5 years. During that time she earned Court Clerk I certification. In July 2013, she was promoted to Utility Billing Supervisor. Cassandra supervises and coordinates the duties of three co-workers to accomplish timely, accurate billing for utility and trash services. As the City grows, and the customer base grows, her job duties have also been expanding and now include new construction meter installations creation and revision of policies and procedures. She is a dedicated and conscientious employee who is always willing to do what is necessary to get the job done. The City is lucky to have such a dedicated and devoted employee.

Ten Years

Steven Doerr started as a Sachse police officer in January 2005, moving into the role of detective for a few years before being promoted to sergeant in 2013. Prior to becoming a police officer, Sergeant Doerr had an impressive 20 year career in the Air Force. Sergeant Doerr is one of Sachse's two trained Hostage Negotiators and conducts community training

for the prevention of identity theft. He is a Standard Field Sobriety Test Instructor, Master Peace Officer, Advanced Accident Investigator and Field Training Officer. He has also recently graduated from the Institute for Law Enforcement Administration's advanced supervisory training academy. Sergeant Doerr is an outstanding asset to both the City and the Police Department.

James Wills began his City of Sachse career in January 2005 as a police officer. After a short tenure working in patrol, he began working in a vacated detective role where he remained until February 2007 when he was promoted to patrol sergeant. Prior to his tenure in Sachse, Sergeant Wills' law enforcement career includes two other cities and one county. While in his role as sergeant, he has received three lifesaving awards and has become the department's field training coordinator. In addition to being a Master Peace Officer, Sergeant Wills recently graduated from Tarleton State with his Master's degree in Criminal Justice. One of Sergeant Wills' long-term goals includes obtaining his PhD in Criminology.

Employee of the Quarter

John Morris is our Employee of the Quarter for December 2014. A dedicated Fire Rescue Specialist, John currently demonstrates outstanding performance and leadership while performing in an interim position. Under John's leadership, his crew has recently been involved in a successful life-saving EMS call and also contained a major fuel tanker fire. John is a silent leader in the department and has a bright future with the City of Sachse. John is highly respected by his peers and has caught the attention of leadership within the department.

Employee of the Year

Gary Burcalow is our Employee of the Year for 2014. As the City's Systems Administrator, Gary has demonstrated professionalism, positive thinking, dependability and integrity by giving 100% to the City and his customers/employees. Gary is responsible for the entire City's IT needs and treats each request professionally while providing stellar customer service to all of his customers. Gary is an outstanding asset to Sachse and we are very lucky to have him as part of our team.

Policy Considerations

None

Budgetary Considerations

None

Staff Recommendations

Staff recommends that the presentations be made by Mayor Felix.



Legislation Details (With Text)

File #: 14-2602 **Version:** 1 **Name:** 2015 Staff Briefing City Manager
Type: Agenda Item **Status:** Agenda Ready
File created: 12/18/2014 **In control:** City Council
On agenda: 1/5/2015 **Final action:**
Title: Staff Briefing: City Manager.

Executive Summary

Each month a briefing is given to City Council providing an update of recent actions and events for a specific department. This month the City Manger will brief the Council.

Sponsors:

Indexes:

Code sections:

Attachments: [20150105 CM Staff Briefing PDF](#)

Date	Ver.	Action By	Action	Result
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Title

Staff Briefing: City Manager.

Executive Summary

Each month a briefing is given to City Council providing an update of recent actions and events for a specific department. This month the City Manger will brief the Council.

Background

Each month a briefing is given to City Council providing an update of recent actions and events for a specific department. This month the City Manger will brief the Council.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

None.



“Sachse is a friendly, vibrant community offering a safe and enjoyable quality of life to all those who call Sachse home.”

**CITY MANAGER
STAFF BRIEFING**

**Billy George, P.E.
January 5, 2015**

VISION

“Sachse is a friendly, vibrant community offering a safe and enjoyable quality of life to all those who call Sachse home.”



DEPARTMENTAL OVERVIEW

- Department Personnel
 - City Manager
 - Executive Assistant
 - Administrative Assistant to the City Manager
 - Sachse Economic Development Corp. Transition
 - Two New Department Heads
- 

LOOKING FORWARD LAST JANUARY

- | | |
|--|----------|
| ○ Traffic Calming Policy | Progress |
| ○ State Highway 78 Visioning | Progress |
| ○ Implement Youth Advisor & Scholarship | ☑ |
| ○ Expanded Recycling at Cleanup Greenup | ☑ |
| ○ Infrastructure in the PGBT Corridor | Progress |
| ○ Street Maintenance Tax Implementation | ☑ |
| ○ Continue Partnering with Private Sector to Leverage Public Funds | ☑ |
- 

LAST JANUARY:
GROWTH CHALLENGES/OPPORTUNITIES

- Equipment/Vehicle Replacement Funded+SP
- Adequacy of Utility Fund to Cover Costs Rate
- Growth-Related Infrastructure & Facility SP+
Funding
- Increasing Customer Expectations Ongoing
- Organizational Development Ongoing+



LAST JANUARY
MAJOR FOCUS ITEMS

- Implementation Plan for State Highway 78 Progress
Vision
- Adequacy of Utility Fund Rate
 - Address rising water and sanitary sewer costs.
 - Consider infrastructure reinvestment (30+ year-old water & sewer components)
- Advance Equipment Replacement Ongoing
 - Continue building capacity to retire obsolete assets
 - Meet requirements of P-25 Interoperability Mandate (radios going digital).



LAST JANUARY MAJOR FOCUS ITEMS

- Financing Critical PGBT Infrastructure ☑
 - Funding sanity sewer “backbone”
- Organizational Effectiveness Started
 - Developing tomorrow’s leaders
 - Grow customer-centric operations
 - “Right size” municipal structure
- Planning Facility/Infrastructure Growth
 - Animal Shelter SP
 - Water Tower Partial Funded
 - Thoroughfares SP



WHAT ABOUT 2015+?

- Draft Strategic Plan
 - 6 Goals
 - 30 Strategies
 - 107 Actions
 - Periodic Council Updates
- Highlights:
 - Construct 1st Segment of Sachse Road Widening
 - Complete Ranch Road
 - Plan for 5560 Highway 78 Property
 - Construct Phase 1 of PGBT Sanitary Sewer
 - Plan for “End” of Residential Development Phase
 - Parks and Recreation Survey
 - Consider Comprehensive Plan Update
 - Host CERT Training Courses



Billy George, P.E.
City Manager
City of Sachse
469-429-4770
bgeorge@cityofsachse.com





Legislation Details (With Text)

File #:	14-2607	Version:	1	Name:	CD - Harmony Hill PD CC
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	12/22/2014	In control:		In control:	City Council
On agenda:	1/5/2015	Final action:		Final action:	

Title: Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending the Zoning Ordinance and map, as heretofore amended; to grant a change of zoning from a Residential-1 (R-1) and Agricultural (AG) District with a Turnpike Overlay District to a Planned Development (PD) District with a Turnpike Overlay District on an 8.44 acre tract of land, located on the southeast corner of Merritt Road and President George Bush Turnpike, City of Sachse, Dallas County, Texas, and particularly described in Exhibit "A" and depicted in Exhibit "B"; providing for the approval of the Zoning Concept Plan approved as Exhibit "C"; 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.

Executive Summary

The applicant is requesting to rezone the subject property from its existing Residential and Agricultural zoning districts to a Planned Development zoning district. The proposed Planned Development would be comprised of commercial and retail uses along with residential townhomes.

Sponsors:

Indexes:

Code sections:

- Attachments:**
- [CD- Harmony Hill PD Presentation CC.pdf](#)
 - [CD- Harmony Hill PD Attachment 1.pdf](#)
 - [CD- Harmony Hill PD Attachment 2.pdf](#)
 - [CD- Harmony Hill PD Attachment 3.pdf](#)
 - [CD- Harmony Hill PD Ordinance.pdf](#)
 - [CD- Harmony Hill PD Exhibit A.pdf](#)
 - [CD- Harmony Hill PD Exhibit B.pdf](#)
 - [CD- Harmony Hill PD Exhibit C.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 Residential-1 (R-1) and Agricultural (AG) District with a Turnpike Overlay District to a Planned Development (PD) District with a Turnpike Overlay District on an 8.44 acre tract of land, located on the southeast corner of Merritt Road and President George Bush Turnpike, City of Sachse, Dallas County, Texas, and particularly described in Exhibit "A" and depicted in Exhibit "B"; providing for the approval of the Zoning Concept Plan approved as Exhibit "C"; 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.

Executive Summary

The applicant is requesting to rezone the subject property from its existing Residential and Agricultural zoning districts to a Planned Development zoning district. The proposed Planned Development would be comprised of commercial and retail uses along with residential townhomes.

Background

The 8.44-acre subject property is generally located on the southeast corner of Merritt Road and President George Bush Turnpike. The property retains a zoning designation of Residential-1 (R-1) and Agricultural (AG) District with a Turnpike District Overlay. (See Attachment 1 - Aerial Location Map and Attachment 2 - Zoning Identification Map). The property is currently undeveloped.

The applicant Huffines Communities is requesting to rezone the property to a Planned Development (PD) that will contain two (2) separate tracts within the project site. Tract One (1) on the immediate corner is proposed for commercial development and the applicant is requesting that the following uses be permitted by right on the property.

- All land uses identified within the General Commercial (C-2) zoning district.
- Retail sales with a drive-through, restaurants with a drive-through, and retail sales with gas pumps and or automated car wash.

The applicant is requesting that the following uses be permitted on Tract Two (2).

- Single Family Attached (Townhomes).

The proposed development is shown on the attached site plan and will be required to be developed in general conformance with this layout and the planned development standards (Zoning Concept Plan attached as Exhibit "C").

Existing Land Uses:

The subject property is currently undeveloped and is bordered by the following land uses:

- North: President George Bush Turnpike (400 ft. + right-of-way)
- South/ East: Vacant (Zoning: R-1), City of Garland electrical easement, and City of Rowlett land (area is proposed for future high density apartments)
- West: Vacant (Zoning: C-2 and AG)

Compatibility of Request with Surrounding Land Uses and Zoning:

The Future Land Use designation for the subject property is Business Park. The proposed Planned Development zoning designation is consistent with the Future Land Use designation for the subject property.

The subject property will contain the future Harmony Hill Lane which will provide access to the proposed tracts within the Planned Development and a future apartment project to the southeast. This apartment project also developed by the Huffines Communities group will be constructed within the City of Rowlett and will be adjacent to the subject property. Access to Harmony Hill Lane will be from Merritt Road with the road terminating into the apartment project. Harmony Hill Lane will be the only access point for the planned development and future apartments as driveways out to the frontage road will not be permitted.

The overall project is consistent with the comprehensive plan and should be compatible with the future growth and development of this area. This portion of the city is predominantly vacant at this time but future commercial projects should complement the proposed planned development.

Policy Considerations

As part of the proposed Planned Development, the property owner is requesting to maintain all of the development standards associated with the C-2 zoning district and Turnpike Overlay district for Tract One (1) including the following conditions.

- Land Use: Retail sales with a drive-through, restaurants with a drive-through, and retail sales with gas pumps and or automated car wash are permitted by right.
- Parking: Retail development shall require one parking space for every 250 square feet of gross floor area. Office developments shall require one parking space for every 350 square feet of gross floor area.

The proposed development standards for Tract Two (2) consist of regulations for the construction of townhomes and are contained within the Ordinance attached. At this time the City of Sachse does not have a specific zoning district that regulates the development of townhomes. The proposed development standards for Tract Two (2) are comparable to what other cities have in place for townhome construction.

The subject property is located within the Turnpike Overlay District and subject to additional development standards on top of what would be required per the base zoning district. The purpose of the Turnpike Overlay District is to implement the City of Sachse Comprehensive Plan by regulating land use and development within the Turnpike Overlay District in order to:

- Create an environment in the Turnpike District that is supportive of commercial development and more amenable to pedestrians; and
- To protect the residential character of existing neighborhoods; and
- Support the use of the Turnpike District as a regional high-capacity transportation center.

The applicant has chosen to modify the original submittal to be more consistent with the staff and Planning and Zoning Commission recommendation for the project. The original proposal by the applicant showed a portion of Tract Two (2) north of the future Harmony Hill Lane to be developed as townhomes. The applicant was agreeable to modify this area and include it with the commercial development standards of Tract One (1) as recommended by staff and the Planning and Zoning Commission. The applicant has also removed two items from the development standards that were proposed deviations to the landscape requirements for Tract One (1) as recommended by the Planning and Zoning Commission.

The current exhibits and associated development standards are now consistent with what staff and the Planning and Zoning Commission recommended for the project. The conceptual development plan for the site shows three buildings on Tract One (1) containing 23,000 square feet of commercial space, while Tract Two (2) contains nine townhome units.

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 13 property owners were notified via mail on November 13, 2014. As of Monday, December 22, 2014, three responses were returned in favor of the request. (Notification Map and Responses- Attachment 3)

Budgetary Considerations

None.

Staff Recommendations

Staff recommends approval of an Ordinance of the City of Sachse, Texas, amending the Comprehensive Zoning Ordinance and map, as heretofore amended; to grant a change of zoning from a Residential-1 (R-1) and Agricultural (AG) District with a Turnpike Overlay District to a Planned Development (PD) District with a Turnpike Overlay District on an 8.44 acre tract of land, located on the southeast corner of Merritt Road and President George

Bush Turnpike, City of Sachse, Dallas County, Texas, and particularly described in Exhibit "A" and depicted in Exhibit "B"; providing for the approval of the Zoning Concept Plan approved as Exhibit "C"; 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.



CITY COUNCIL
JANUARY 5, 2015

REQUEST

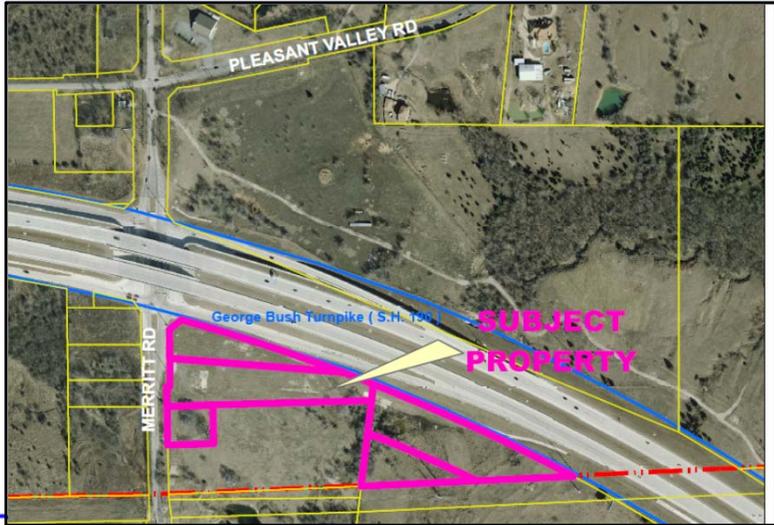
Proposed Zoning Change:

- From: Residential-1 (R-1) and Agricultural (AG) District with a Turnpike Overlay District -Commercial Zone
- To: Planned Development District with a Turnpike Overlay District -Commercial Zone
- Property: 8.44 acre tract
- Applicant: Huffines Communities



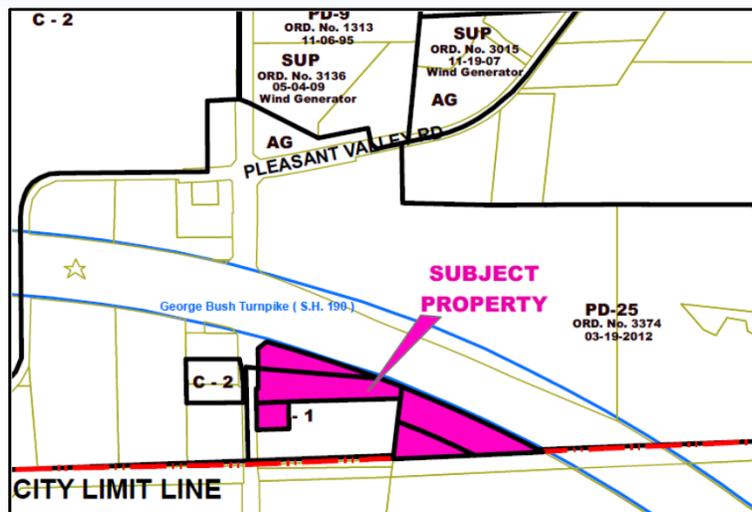
BACKGROUND

AERIAL LOCATION MAP

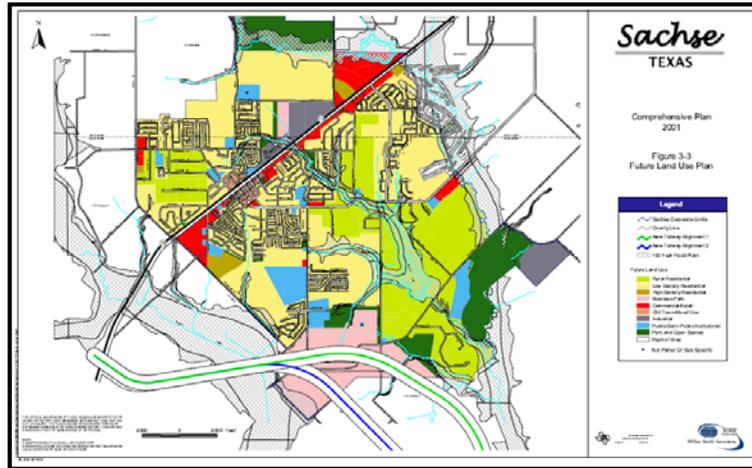


BACKGROUND

ZONING MAP



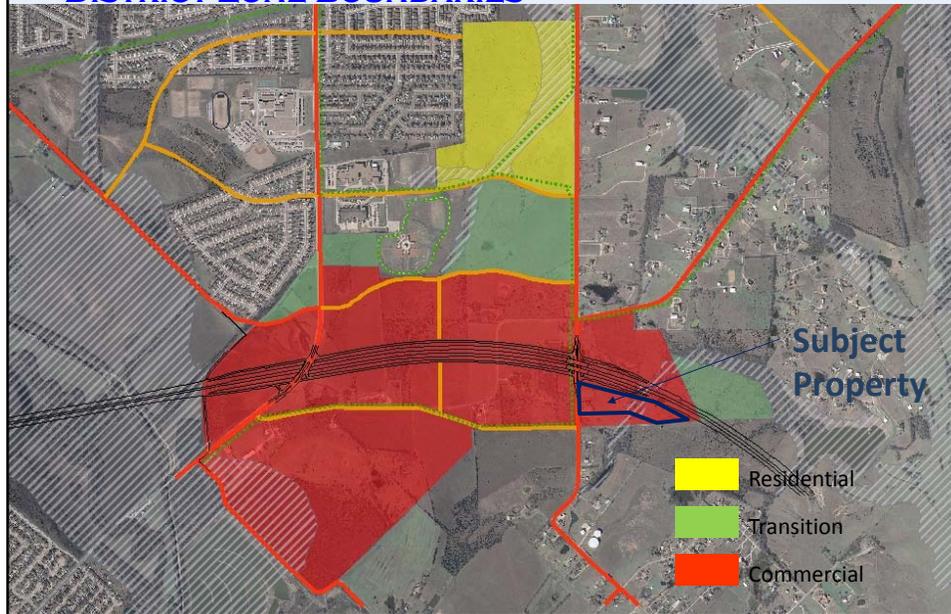
BACKGROUND FUTURE LAND USE MAP



BACKGROUND FUTURE LAND USE MAP



TURNPIKE DISTRICT OVERLAY DISTRICT ZONE BOUNDARIES



BACKGROUND

TURNPIKE OVERLAY DISTRICT- COMMERCIAL

- Building Design
- Building Placement
- Loading and Unloading Areas
- Parking
- Lighting
- Screening and Landscaping



BACKGROUND

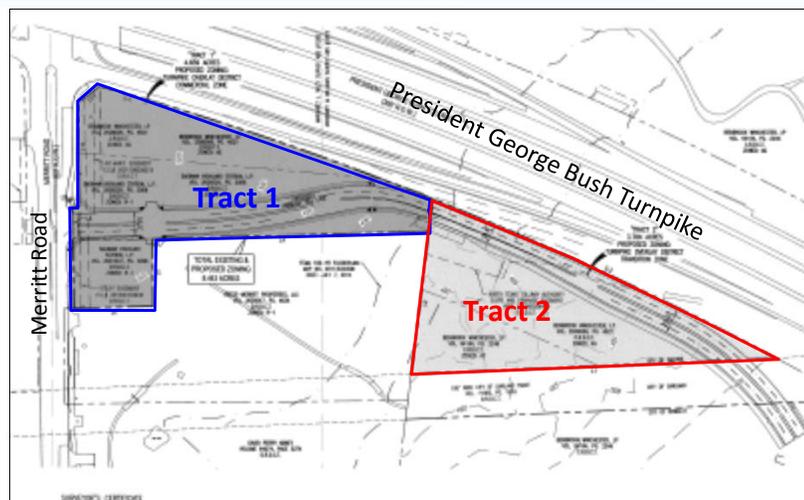
SITE INFORMATION

- ❑ Site Area: 8.44 acres
- ❑ Currently undeveloped
- ❑ Future Land Use designation: Business Park
- ❑ Existing Zoning designation: Agricultural and Residential
- ❑ Proposed Zoning designation: Planned Development for a mixed used project.
- ❑ Request has been modified to correspond with the Planning and Zoning Commission recommendation.

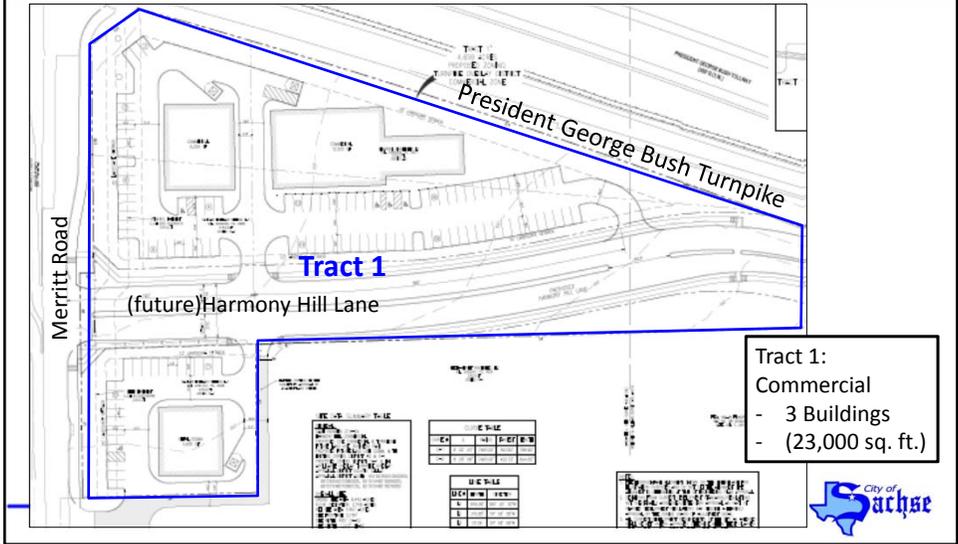


POLICY CONSIDERATIONS

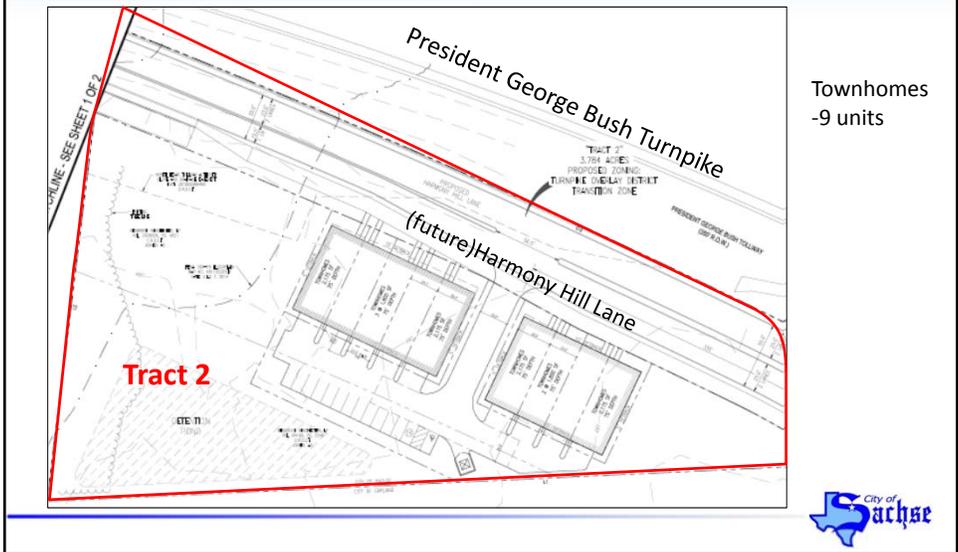
ZONING EXHIBIT



POLICY CONSIDERATIONS DEVELOPMENT PLAN



POLICY CONSIDERATIONS DEVELOPMENT PLAN



POLICY CONSIDERATIONS

DEVELOPMENT STANDARDS

- The development and use of Tract 1 **shall comply with the provisions of the C-2 District and Turnpike Overlay District** unless otherwise mentioned within the PD Ordinance.

- The development and use of Tract 2 shall comply with the provisions of the Zoning Ordinance applicable to property located in the R District, including the neighborhood zone standards of the Overlay District unless otherwise mentioned **within the PD Ordinance**.



POLICY CONSIDERATIONS

DEVELOPMENT STANDARDS

Tract 1.

- All uses permitted in the C-2 District.
- Retail sales with a drive-through; restaurants with drive-through; and retail sales with gas pumps (may also include an accessory automated car wash).
- Parking: Retail one space for every 250 square feet and office uses at once space for every 350 square feet.

Tract 2.

- Single family attached (Townhomes).



POLICY CONSIDERATIONS

DEVELOPMENT STANDARDS

Tract 2 Development Standards.

- ❑ The requirements in **Table 1** shall be the exclusive lot size, setback, height, coverage, and dwelling unit size requirements applicable to single family attached residences on Tract 2.
- ❑ Garages may be rear, front, or side entry. Front entry garages are not required to be even with, or recessed behind, the front face of the primary structure.
- ❑ Publicly or privately owned and maintained alleys are permitted, but not required.
- ❑ Open space and common areas are permitted, but not required, between the front of a residence and the adjacent street.
- ❑ Two shade trees per dwelling unit, of at least three-inch caliper and seven feet tall, which may be planted on the platted lot or in the adjacent right-of-way between a lot line and street. Trees are not required to be setback from property lines.
- ❑ a minimum landscape area of 200 square feet shall be provided in the general location shown on the Development Plan.
- ❑ A minimum of 75 percent of the exterior facade on the first floor of a residence, excluding windows and doors, shall consist of masonry construction. A minimum of 50 percent of the exterior facade on the second floor of a residence, excluding windows and doors, shall consist of masonry construction, subject to any restrictions imposed by the City's adopted fire code.



POLICY CONSIDERATIONS

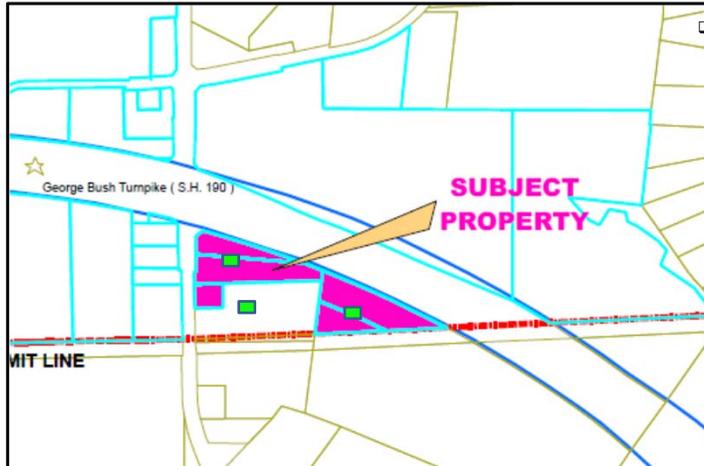
TOWNHOME STANDARDS

Table 1

	Single Family Attached Residence
Minimum lot area	1,500 SF
Minimum lot width at front building line (there is no minimum width at the street ROW)	17 feet
Minimum lot depth	80 feet
Minimum front yard setback measured from front property line (see note 1)	10 feet
Minimum side yard setback from an exterior wall (applies only on end units adjacent to a street)	5 feet
Minimum side yard setback between attached single family residences	None
Minimum rear yard setback (see note 2)	5 feet
Maximum lot coverage (see note 3)	90%
Maximum building height	42 feet
Maximum number of stories	3
Minimum dwelling unit size (see note 4)	1,200 SF
Maximum floor area ratio	N/A
Minimum off-street parking requirement	2 enclosed parking spaces



PUBLIC NOTIFICATION FEEDBACK



13 Property Owners
within 1,000-foot
notified

- 3 – in favor
- 0 – opposed

As of 12/29/2014



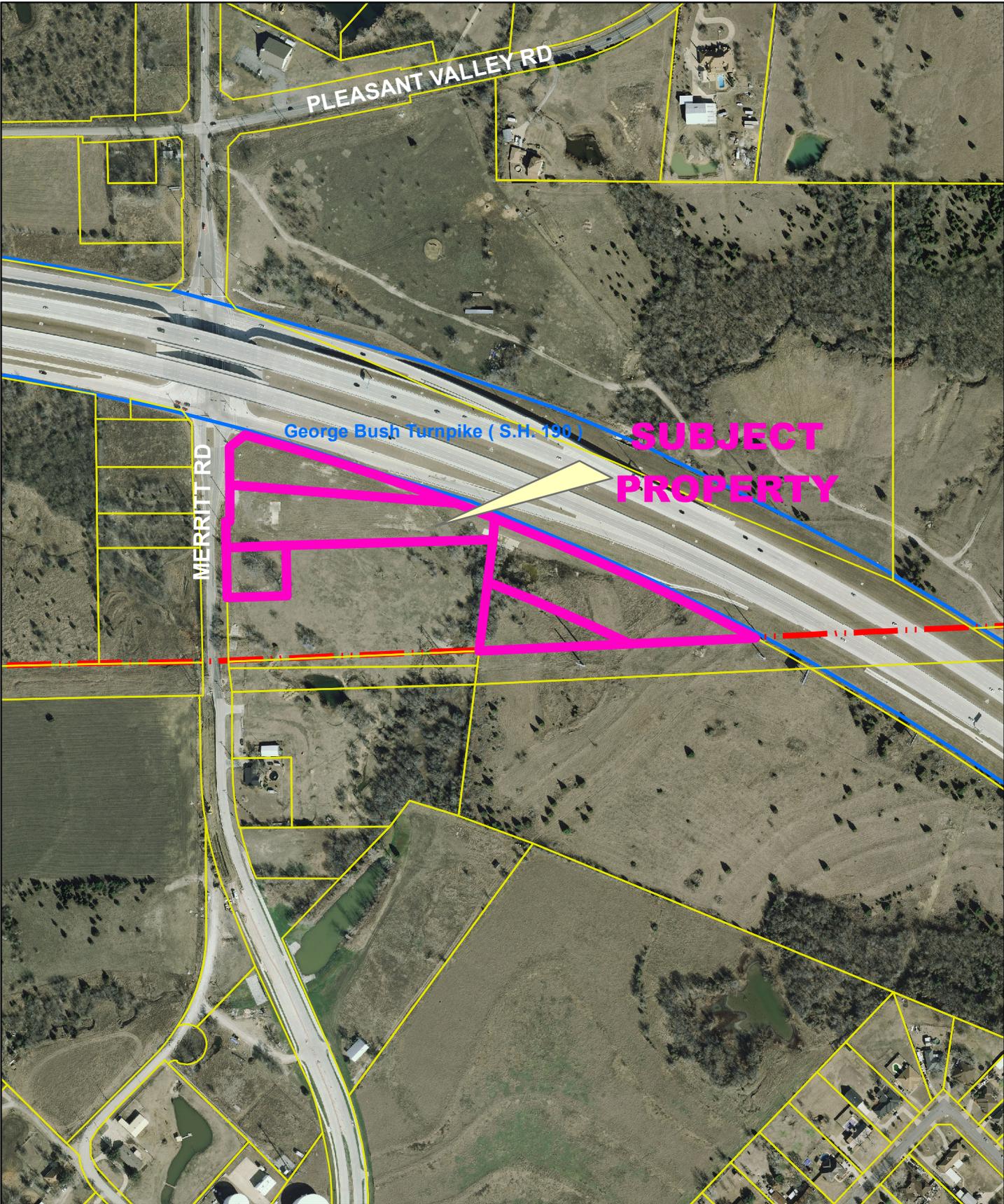
STAFF RECOMMENDATION

Planning and Zoning Commission recommended approval of the Planned Development for Tract One (1) and that Tract Two (2) be modified to include the western portion north of Harmony Hill Lane to be included with Tract One (1). The Planning and Zoning Commission also recommended that all deviations to the landscaping requirements be removed from the Tract One (1) development Standards. The vote was 5 to 1.

The applicant has modified the request to be consistent with the recommendation made by the Planning and Zoning Commission.

Staff recommends approval of the Planned Development as presented.





PLEASANT VALLEY RD

MERRITT RD

George Bush Turnpike (S.H. 190)

**SUBJECT
PROPERTY**



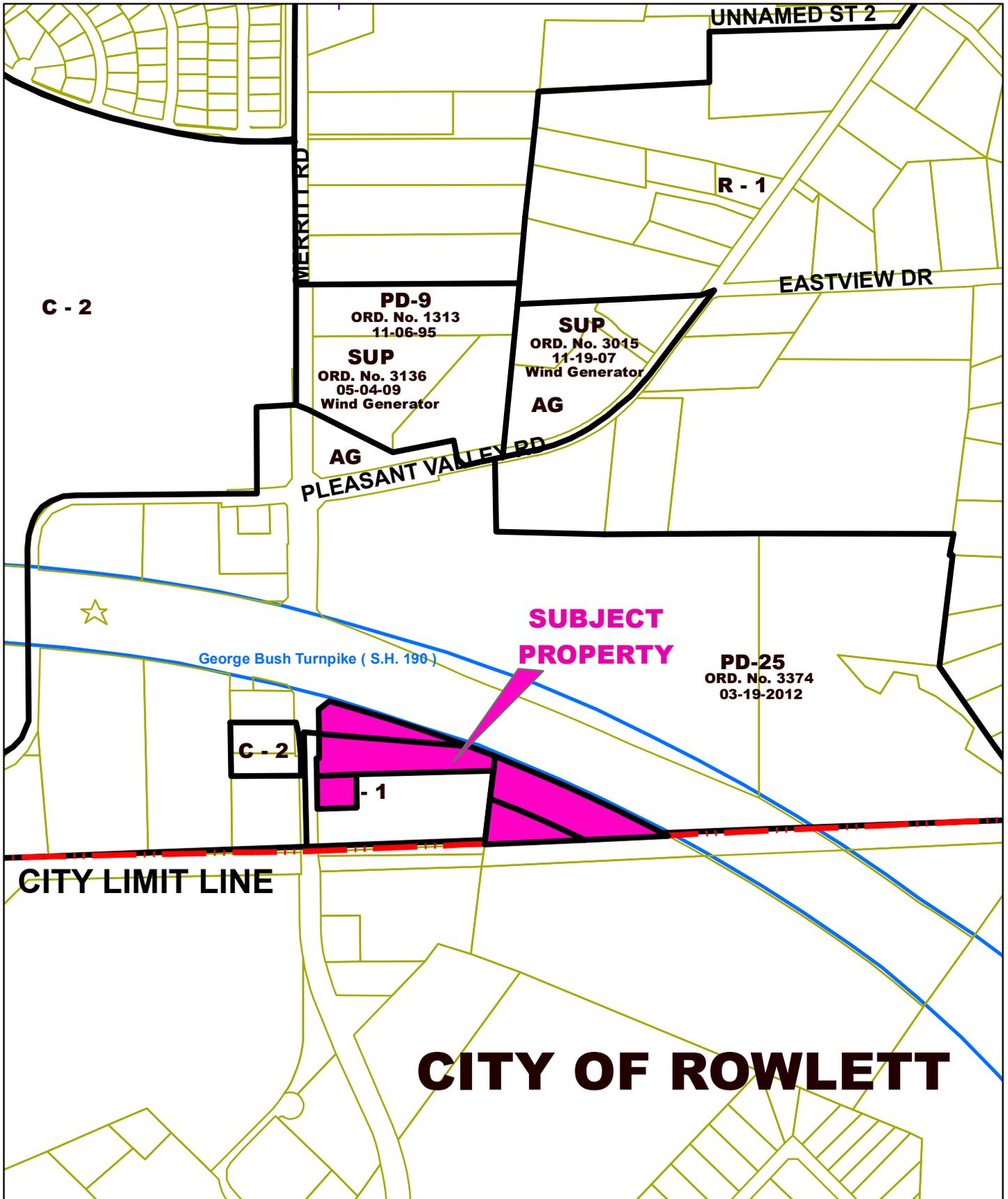
0 150 300 600
Feet

AERIAL LOCATION MAP

HARMONY HILL

FILE: 2014-04 REZONE AG TO PD

Map Created: October 21, 2014



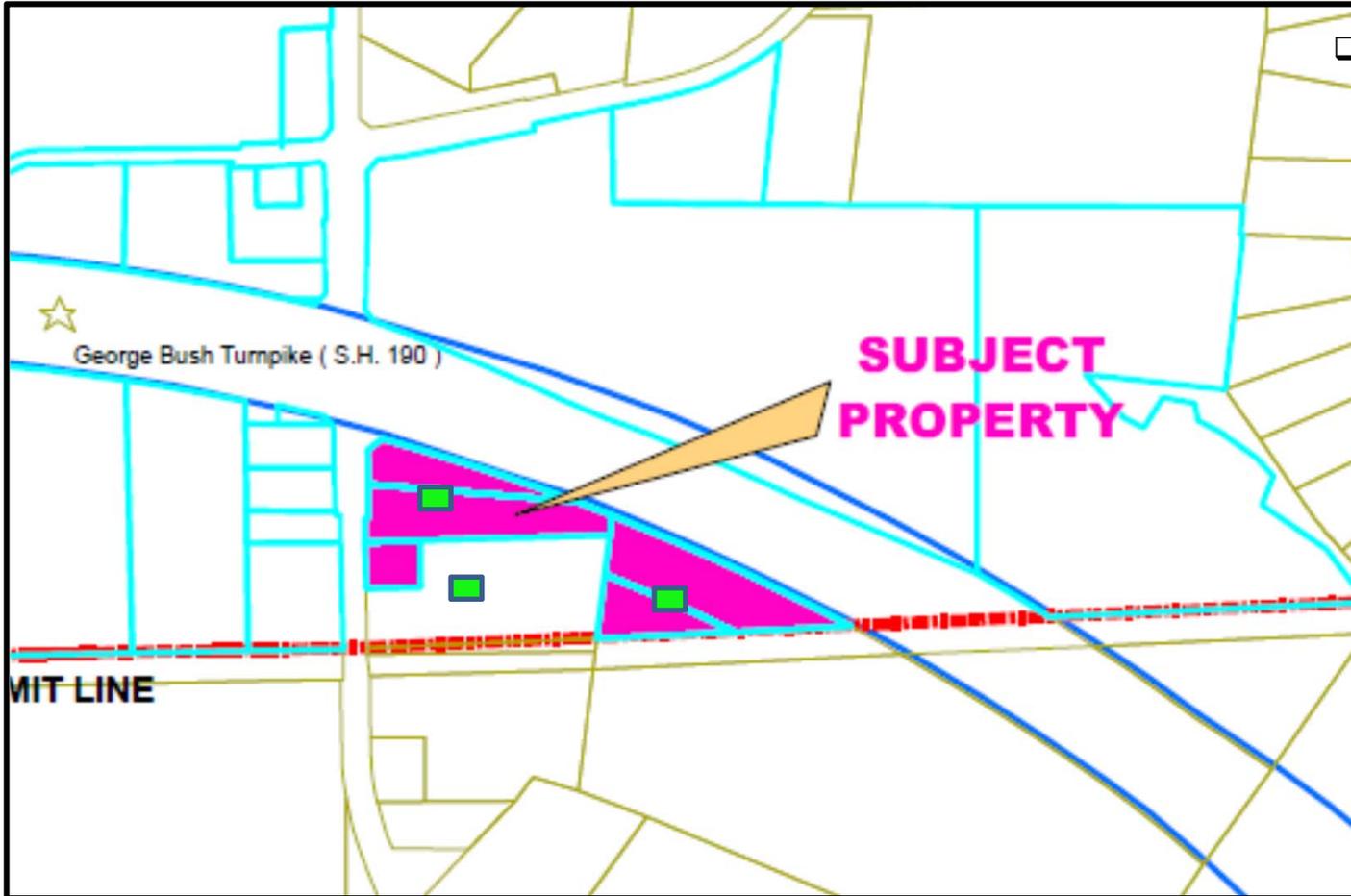
ZONING IDENTIFICATION MAP

HARMONY HILL

FILE: ZO 14-04 REZONE AG TO PD

Map Created: October 21, 2014

PUBLIC NOTIFICATION FEEDBACK



13 Property Owners
within 1,000-foot
notified

- 3 – in favor
- 0 – opposed

As of 12/29/2014



Community Development Department

NOTICE OF PUBLIC HEARING

TO: Property Owner
 DATE: November 13, 2014
 RE: Zoning Application of Huffines Communities
 LOCATION: The subject property is located on the southeast corner of the Merritt Rd and President George Bush Turnpike intersection.

(A location map depicting the subject property and notification area is attached for reference.)

EXPLANATION OF REQUEST: The applicant is requesting to rezone the property from Residential-1 (R-1) and Agricultural (AG) District with a Turnpike Overlay District Commercial Zone to a Planned Development District with a Turnpike Overlay District Commercial Zone generally for commercial uses and residential construction of 23 town home units.

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

COMMENTS: GREAT USE

SIGNATURE: *Shelly W. Huffines*
 PRINTED NAME: _____
 ADDRESS: 8200 DOUGLAS AVE #300 DALLAS 75225

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, November 24, 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: dmcginn@cityofsachse.com	RETURN BY FAX OR MAIL City of Sachse Community Development Dept. 3815-B Sachse Road Sachse, TX 75048



Community Development Department

NOTICE OF PUBLIC HEARING

TO: Property Owner
 DATE: November 13, 2014
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 LOCATION: The subject property is located on the southeast corner of the Merritt Rd and President George Bush Turnpike intersection.

(A location map depicting the subject property and notification area is attached for reference.)

EXPLANATION OF REQUEST: The applicant is requesting to rezone the property from Residential-1 (R-1) and Agricultural (AG) District with a Turnpike Overlay District Commercial Zone to a Planned Development District with a Turnpike Overlay District Commercial Zone generally for commercial uses and residential construction of 23 town home units.

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

I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: _____

SIGNATURE: *Phillip W. Huffines* 50 HIGHLAND STATION
 PRINTED NAME: PHILLIP HUFFINES BENBROOK WINDFARM
 ADDRESS: 8200 DOUGLAS 75225

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, November 24, 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

Daniel,

I support the changes recommended by the Zoning Board which modifies the proposal by keeping the land west of the creek non-residential.

D. Reese

Reese-Merritt Properties

Sent from my iPad

On Dec 2, 2014, at 9:27 AM, Daniel McGinn <dmcginn@cityofsachse.com> wrote:

Sure, please see the attached link, this will take you to the staff report and all related exhibits including the proposed site plan. See case 14-2561

<https://sachse.legistar.com/MeetingDetail.aspx?ID=359121&GUID=21C49600-C9D5-4039-9E3A-D85AFB16B8D6&Options=>

Thanks,

Dan

From: D&K Reese [<mailto:reesev8@yahoo.com>]

Sent: Monday, December 01, 2014 6:51 PM

To: Daniel McGinn

Subject: Re: Harmony Hill Zoning Case

Thanks Daniel.

Can you also email me a drawing or some pictorial of the property in question?

Thank you.

D Reese

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 RESIDENTIAL-1 (R-1) AND AGRICULTURAL (AG) WITH A TURNPIKE OVERLAY DISTRICT TO A PLANNED DEVELOPMENT DISTRICT (PD-28) WITH A TURNPIKE OVERLAY DISTRICT ON AN APPROXIMATELY 8.44-ACRE TRACT OF LAND LOCATED ON THE SOUTHEAST CORNER OF MERRITT ROAD AND PRESIDENT GEORGE BUSH TURNPIKE, CITY OF SACHSE, DALLAS COUNTY, TEXAS, AND PARTICULARLY DESCRIBED IN EXHIBIT “A” AND DEPICTED IN EXHIBIT “B”; PROVIDING FOR THE APPROVAL OF THE ZONING CONCEPT PLAN APPROVED AS EXHIBIT “C”; 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 said comprehensive Zoning Ordinance should be amended as provided herein;

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Sachse, Texas, as heretofore amended, be and the same are hereby further amended to grant a change in zoning from Residential-1 (R-1) and Agricultural (AG) District with a Turnpike Overlay District to a Planned Development District (PD) with a Turnpike Overlay District on an approximately 8.44-acre tract of land located at the southeast corner of Merritt Road and President George Bush Turnpike, City of Sachse, Dallas County, Texas, being more particularly described by metes and bounds in Exhibit “A” and as depicted in Exhibit “B”, attached hereto and incorporated herein by reference.

SECTION 2. That the property shall be developed and used only in accordance with the following development standards:

Tract 1

Base Zoning District: Tract 1 of the property as depicted in Exhibit “B” attached hereto and made a part hereof for all purposes, shall be developed and used in accordance with the C-2 General Commercial Zoning District regulations except as otherwise provided herein; and in accordance with the Concept Plan attached hereto as Exhibit “C” and which is hereby approved and made a part hereof for all purposes.

Permitted Uses: Except as otherwise provided all uses allowed in the C-2 General Commercial Zoning District, shall be permitted. If a use is allowed by SUP in the C-2 District, it shall be allowed by SUP on Tract 1. The following uses are permitted by right on Tract 1: retail sales with a drive-through; restaurant with drive-through; and retail sales with gas pumps (may also include an accessory automated car wash).

Bicycle Lanes; Hike and Bike Trails: Bicycle lanes and hike and bike trails are permitted, but not required.

Parking; Parking Lot Landscaping: Retail development shall require one parking space for every 250 square feet of gross floor area. Office developments shall require one parking space for every 350 square feet of gross floor area. Permissible root barriers include a concrete barrier or other barrier approved by the Director of Community Development.

Tract 2

Base Zoning District: Tract 2 of the property as depicted in Exhibit “B” shall be developed and used in accordance with the R Single Family Dwelling Zoning District regulations except as otherwise provided herein; and in accordance with the Concept Plan attached hereto as Exhibit “C”.

Permitted Uses on Tract 2: Single family attached uses are permitted by right on Tract 2.

Bicycle Lanes; Hike and Bike Trails. Bicycle lanes and hike and bike trails are permitted, but not required.

Tract 2 additional Development Standards:

- a. The requirements in Table 1 set forth below shall be the exclusive lot size, setback, height, coverage, and dwelling unit size requirements applicable to single family attached residences on Tract 2. No minimum lot width or street frontage requirements shall apply other than the minimum lot width in Table 1.
- b. Garages may be rear, front, or side entry. Front entry garages are not required to be even with, or recessed behind, the front face of the primary structure.
- c. Publicly or privately owned and maintained alleys are permitted, but not required.
- d. Open space and common areas are permitted, but not required, between the front of a residence and the adjacent street.
- e. At least two shade trees per dwelling unit, of at least three-inch caliper and seven feet tall, shall be required and which may be planted on the

platted lot or in the adjacent right-of-way between a lot line and street. Trees are not required to be setback from property lines.

- f. The minimum landscape area requirements of the R Zoning District shall not apply; however, a minimum landscape area of 200 square feet shall be provided in the general location shown on the Development Plan.
- g. A minimum of 75 percent of the exterior facade on the first floor of a residence, excluding windows and doors, shall consist of masonry construction. A minimum of 50 percent of the exterior facade on the second floor of a residence, excluding windows and doors, shall consist of masonry construction.

Table 1	
	Single Family Attached Residence
Minimum lot area	1,500 SF
Minimum lot width at front building line (there is no minimum width at the street ROW)	17 feet
Minimum lot depth	80 feet
Minimum front yard setback measured from front property line (see note 1)	25 feet along Merritt Road & PGBT 10 feet along Harmony Hill Lane
Minimum side yard setback from an exterior wall (applies only on end units adjacent to a street)	5 feet
Minimum side yard setback between attached single family residences	None
Minimum rear yard setback (see note 2)	5 feet
Maximum lot coverage (see note 3)	90%
Maximum building height	42 feet
Maximum number of stories	3
Minimum dwelling unit size (see note 4)	1,200 SF
Maximum floor area ratio	N/A
Minimum off-street parking requirement	2 enclosed parking spaces

Note 1: Corner lots shall be considered to have one front yard consistent with the front yard of adjoining townhomes. The yard facing the side street shall be considered a side yard.

Note 2: The rear setback applies to the entire structure and any detached garage. There is no separate rear setback requirement for rear entry garages.

Note 3: Coverage is defined as the area of the building footprint of the primary building and all accessory buildings, excluding roof overhangs, paved areas, and other improvements on a lot.

Note 4: Dwelling unit size is measured as the air conditioned floor area within a structure.

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 the publication of the caption, as the law and Charter in such cases provide.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas on the 5th day of January, 2015.

APPROVED:

Mike Felix
Mayor

DULY ENROLLED:

Terry Smith
City Secretary

APPROVED AS TO FORM:

Peter G. Smith
City Attorney
(PGS:12-31-14:TM 69595)

EXHIBIT A – LEGAL DESCRIPTION

BEING A 8.443 ACRE TRACT OF LAND SITUATED IN THE MARGARET J. RILEY SURVEY, ABSTRACT NO. 1263 AND THE MCKINNEY & WILLIAMS SURVEY, ABSTRACT NO. 1015, DALLAS COUNTY, TEXAS AND BEING ALL OF A TRACT OF LAND CONVEYED TO BENBROOK WINCHESTER, LP., AS RECORDED IN VOLUME 2008006, PAGE 4621, DEED RECORDS, DALLAS COUNTY, TEXAS, AND ALL OF TWO TRACTS OF LAND CONVEYED TO SAGINAW HIGHLAND STATION, LP., AS RECORDED IN VOLUME 2000226, PAGE 2068, AND VOLUME 2001037, PAGE 3096, DEED RECORDS, DALLAS COUNTY, TEXAS, AND ALL OF A TRACT OF LAND CONVEYED TO BENBROOK WINCHESTER, LP., AS RECORDED IN VOLUME 94194, PAGE 2246, DEED RECORDS, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE SOUTHWEST CORNER OF SAID SAGINAW HIGHLAND STATION, LP, TRACT AND BEING IN THE NORTH LINE OF A TRACT OF LAND CONVEYED TO REESE-MERRITT PROPERTIES, LLC, AS RECORDED IN VOLUME 2005047, PAGE 4634, DEED RECORDS, DALLAS COUNTY, TEXAS, AND BEING IN THE EXISTING EAST RIGHT-OF-WAY LINE OF MERRITT ROAD (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE WITH THE EAST RIGHT-OF-WAY LINE OF SAID MERRITT ROAD THE FOLLOWING:

NORTH 00°42'33" WEST, A DISTANCE OF 149.92 FEET;

NORTH 00°54'04" WEST, A DISTANCE OF 77.20 FEET;

SOUTH 89°48'04" EAST, A DISTANCE OF 14.58 FEET;

NORTH 00°43'56" WEST, A DISTANCE OF 230.90 FEET TO THE MOST SOUTHERLY POINT OF A CORNER-CLIP AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SAID MERRITT ROAD AND THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 190 (PRESIDENT GEORGE BUSH TOLLWAY);

THENCE NORTH 52°04'26" EAST, CONTINUING ALONG SAID EXISTING EAST RIGHT-OF-WAY LINE AND ALONG SAID CORNER-CLIP, A DISTANCE OF 60.34 FEET TO A FOUND NITTA ALUMINUM MONUMENT FOR CORNER, FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 7465.00 FEET AND A CENTRAL ANGLE OF 12°31'19" AND A LONG CHORD WHICH BEARS SOUTH 68°21'06" EAST, 1628.21 FEET, SAID POINT BEING IN THE EXISTING SOUTH RIGHT-OF-WAY LINE OF PRESIDENT GEORGE BUSH TOLLWAY (HAVING A 350 FOOT RIGHT-OF-WAY);

THENCE ALONG SAID EXISTING SOUTH RIGHT-OF-WAY LINE, AND ALONG SAID NON-TANGENT CURVE TO THE RIGHT AN ARC DISTANCE OF 1631.45 FEET TO A SET 1/2 INCH IRON ROD WITH GAI CAP FOR CORNER, SAID POINT BEING THE APPROXIMATE CITY LIMIT LINE BETWEEN THE CITY OF SACHSE AND THE CITY OF GARLAND;

THENCE SOUTH 87°20'30" WEST, LEAVING SAID EXISTING SOUTH RIGHT-OF-WAY LINE, AND ALONG SAID APPROXIMATE CITY LIMIT LINE, A DISTANCE OF 816.09 FEET TO A SET 1/2 INCH IRON ROD WITH GAI CAP FOR CORNER, SAID POINT BEING IN THE EAST LINE OF SAID REESE-MERRITT PROPERTIES, LLC, TRACT;

THENCE NORTH 07°02'06" EAST, LEAVING SAID APPROXIMATE CITY LIMIT LINE, AND ALONG SAID EAST LINE, A DISTANCE OF 319.85 FEET TO A SET 1/2 INCH IRON ROD WITH GAI CAP FOR CORNER, SAID POINT BEING THE NORTHEAST CORNER OF SAID REESE-MERRITT PROPERTIES, LLC TRACT, AND THE SOUTHEAST CORNER OF SAID SAGINAW HIGHLAND STATION, LP TRACT, BEING A COMMON LINE;

THENCE SOUTH 88°15'41" WEST, ALONG SAID COMMON LINE, A DISTANCE OF 618.00 FEET TO A SET 1/2 INCH IRON ROD WITH GAI CAP FOR CORNER;

THENCE SOUTH 00°38'12" EAST, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 150.08 FEET TO A SET 1/2 INCH IRON ROD WITH GAI CAP FOR CORNER;

THENCE SOUTH 88°18'45" WEST, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 200.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 367,778 SQUARE FEET, 8.443 ACRES OF LAND, MORE OR LESS.



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

EXHIBIT A - LEGAL DESCRIPTION
HARMONY HILL COMMERCIAL
CITY OF SACHSE, DALLAS COUNTY, TEXAS

DRAWN BY: GAI

DATE: 10/20/2014

PROJECT NO.: 2345

SHEET 1 OF 1

Exhibit A
Metes and Bounds Description of the Property

Being a 8.657 acre tract of land situated in the Margaret J. Riley Survey, Abstract No. 1263 and the McKinney & Williams Survey, Abstract No. 1015, Dallas County, Texas and being all of a tract of land conveyed to Benbrook Winchester, LP., as recorded in Volume 2008006, Page 4621, Deed Records, Dallas County, Texas, and all of two tracts of land conveyed to Saginaw Highland Station, LP., as recorded in Volume 2000226, Page 2068, and Volume 2001037, Page 3096, Deed Records, Dallas County, Texas, and all of a tract of land conveyed to Benbrook Winchester, LP., as recorded in Volume 94194, Page 2246, Deed Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a found 1/2 inch iron rod with a Pacheco Koch cap, said point being the southwest corner of said Saginaw Highland Station, LP, tract and the northwest corner of tract of land conveyed to Reese-Merritt Properties, LLC, as recorded in Volume 2005047, Page 4634, Deed Records, Dallas County, Texas, and being in the existing east right-of-way line of Merritt Road (having a 60 foot R.O.W.);

THENCE North 00°27'02" West, along said existing east right-of-way line, a distance of 149.91 feet to a found 1/2 inch iron rod for corner;

THENCE North 00°32'26" West, continuing along said existing east right-of-way line, a distance of 200.59 feet to a set 1/2 inch iron rod with GAI cap for corner;

THENCE South 85°11'59" East, continuing along said existing east right-of-way line, a distance of 35.66 feet to a set 1/2 inch iron rod with GAI cap for corner;

THENCE North 00°43'56" West, continuing along said existing east right-of-way line a distance of 111.20 feet to a found NTTA aluminum monument for corner, said point being the most southerly point of a corner-clip;

THENCE North 52°04'26" East, continuing along said existing east right-of-way line, and along said corner-clip, a distance of 60.34 feet to a found NTTA aluminum monument for corner, for the beginning of a non-tangent curve to the right having a radius of 7465.00 feet and a central angle of 12°31'19" and a long chord which bears South 68°21'06" East, 1628.21 feet, said point being in the existing south right-of-way line of President George Bush Tollway (having a 350 foot R.O.W.);

THENCE along said existing south right-of-way line, and along said non-tangent curve to the right an arc distance of 1631.45 feet to a set 1/2 inch iron rod with GAI cap for corner, said point being the approximate city limit line between the City of Sachse and the City of Garland;

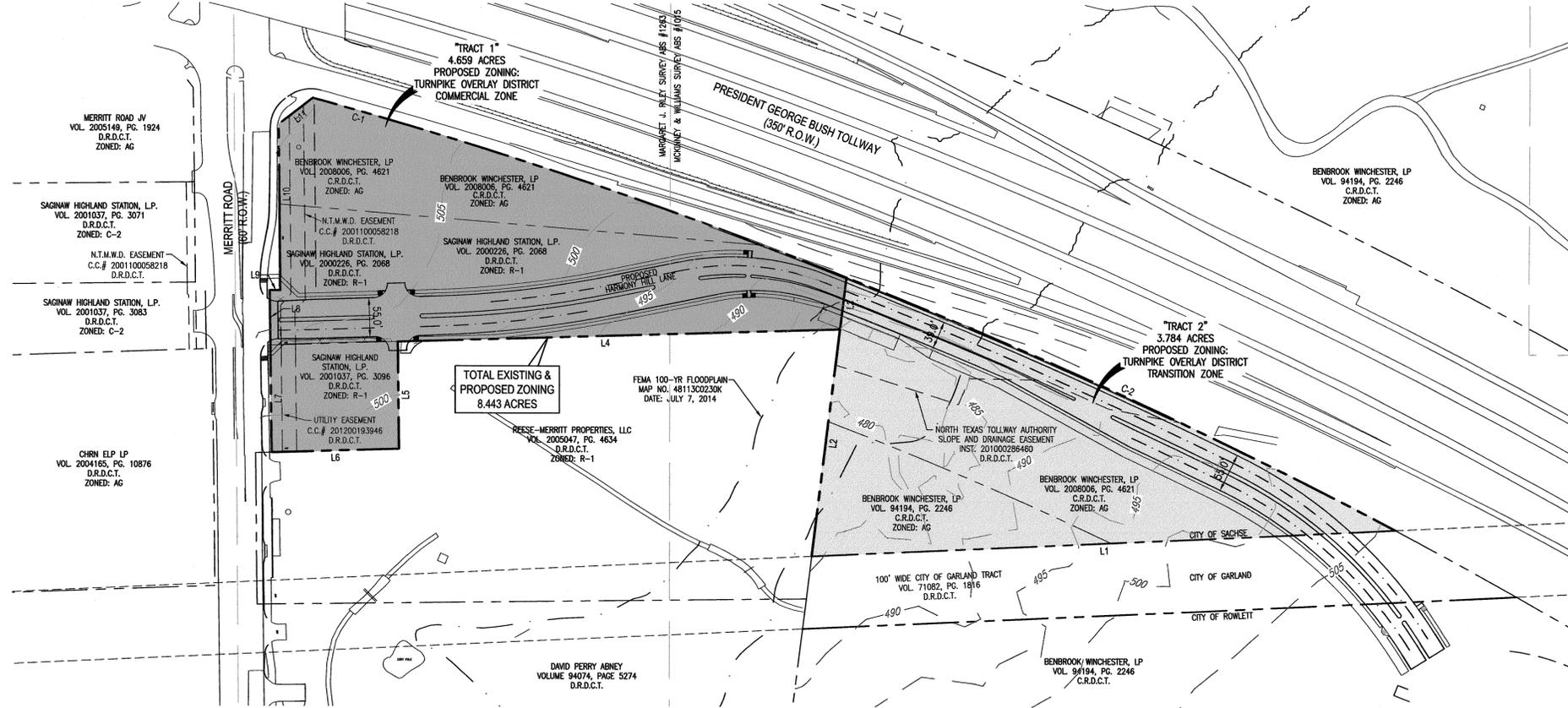
THENCE South 87°20'30" West, leaving said existing south right-of-way line, and along said approximate city limit line, a distance of 816.09 feet to a set 1/2 inch iron rod with GAI cap for corner, said point being in the east line of said Reese-Merritt Properties, LLC, tract;

THENCE North 07°02'06" East, leaving said approximate city limit line, and along said east line, a distance of 319.85 feet to a set ½ inch iron rod with GAI cap for corner, said point being the northeast corner of said Reese-Merritt Properties, LLC tract, and the southeast corner of said Saginaw Highland Station, LP tract, being a common line;

THENCE South 88°15'41" West, along said common line, a distance of 618.00 feet to a set ½ inch iron rod with GAI cap for corner;

THENCE South 00°38'12" East, continuing along said common line, a distance of 150.08 feet to a set ½ inch iron rod with GAI cap for corner;

THENCE South 88°18'45" West, continuing along said common line, a distance of 200.01 feet to the POINT OF BEGINNING and CONTAINING 377,100 square feet, 8.657 acres of land, more or less.



LEGAL DESCRIPTION

BEING A 8.443 ACRE TRACT OF LAND SITUATED IN THE MARGARET J. RILEY SURVEY, ABSTRACT NO. 1263 AND THE MCKINNEY & WILLIAMS SURVEY, ABSTRACT NO. 1015, DALLAS COUNTY, TEXAS AND BEING ALL OF A TRACT OF LAND CONVEYED TO BENBROOK WINCHESTER, L.P., AS RECORDED IN VOLUME 2008006, PAGE 4621, DEED RECORDS, DALLAS COUNTY, TEXAS, AND ALL OF TWO TRACTS OF LAND CONVEYED TO SAGINAW HIGHLAND STATION, L.P., AS RECORDED IN VOLUME 2000226, PAGE 2068, AND VOLUME 2001037, PAGE 3096, DEED RECORDS, DALLAS COUNTY, TEXAS, AND ALL OF A TRACT OF LAND CONVEYED TO BENBROOK WINCHESTER, L.P., AS RECORDED IN VOLUME 94194, PAGE 2246, DEED RECORDS, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FOR THE SOUTHWEST CORNER OF SAID SAGINAW HIGHLAND STATION, L.P. TRACT AND BEING IN THE NORTH LINE OF A TRACT OF LAND CONVEYED TO REESE-MERRITT PROPERTIES, LLC, AS RECORDED IN VOLUME 2005047, PAGE 4634, DEED RECORDS, DALLAS COUNTY, TEXAS, AND BEING IN THE EXISTING EAST RIGHT-OF-WAY LINE OF MERRITT ROAD (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE WITH THE EAST RIGHT-OF-WAY LINE OF SAID MERRITT ROAD THE FOLLOWING:

NORTH 0°42'33" WEST, A DISTANCE OF 149.92 FEET;

NORTH 0°54'04" WEST, A DISTANCE OF 77.20 FEET;

SOUTH 89°48'04" EAST, A DISTANCE OF 14.58 FEET;

NORTH 0°43'56" WEST, A DISTANCE OF 230.90 FEET TO THE MOST SOUTHERLY POINT OF A CORNER-CLIP AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF SAID MERRITT ROAD AND THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 190 (PRESIDENT GEORGE BUSH TOLLWAY);

THENCE NORTH 52°04'26" EAST, CONTINUING ALONG SAID EXISTING EAST RIGHT-OF-WAY LINE AND ALONG SAID CORNER-CLIP, A DISTANCE OF 60.34 FEET TO A FOUND NITTA ALUMINUM MONUMENT FOR CORNER, FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 7465.00 FEET AND A CENTRAL ANGLE OF 12°31'19" AND A LONG CHORD WHICH BEARS SOUTH 68°21'06" EAST, 1628.21 FEET, SAID POINT BEING IN THE EXISTING SOUTH RIGHT-OF-WAY LINE OF PRESIDENT GEORGE BUSH TOLLWAY (HAVING A 350 FOOT RIGHT-OF-WAY);

THENCE ALONG SAID EXISTING SOUTH RIGHT-OF-WAY LINE, AND ALONG SAID NON-TANGENT CURVE TO THE RIGHT AN ARC DISTANCE OF 1631.45 FEET TO A SET 1/2 INCH IRON ROD WITH GAI CAP FOR CORNER, SAID POINT BEING THE APPROXIMATE CITY LIMIT LINE BETWEEN THE CITY OF SACHSE AND THE CITY OF GARLAND;

THENCE SOUTH 87°20'30" WEST, LEAVING SAID EXISTING SOUTH RIGHT-OF-WAY LINE, AND ALONG SAID APPROXIMATE CITY LIMIT LINE, A DISTANCE OF 816.09 FEET TO A SET 1/2 INCH IRON ROD WITH GAI CAP FOR CORNER, SAID POINT BEING IN THE EAST LINE OF SAID REESE-MERRITT PROPERTIES, LLC, TRACT;

THENCE NORTH 0°02'06" EAST, LEAVING SAID APPROXIMATE CITY LIMIT LINE, AND ALONG SAID EAST LINE, A DISTANCE OF 319.85 FEET TO A SET 1/2 INCH IRON ROD WITH GAI CAP FOR CORNER, SAID POINT BEING THE NORTHEAST CORNER OF SAID REESE-MERRITT PROPERTIES, LLC TRACT, AND THE SOUTHEAST CORNER OF SAID SAGINAW HIGHLAND STATION, LP TRACT, BEING A COMMON LINE;

THENCE SOUTH 88°18'45" WEST, ALONG SAID COMMON LINE, A DISTANCE OF 618.00 FEET TO A SET 1/2 INCH IRON ROD WITH GAI CAP FOR CORNER;

THENCE SOUTH 0°38'12" EAST, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 150.08 FEET TO A SET 1/2 INCH IRON ROD WITH GAI CAP FOR CORNER;

THENCE SOUTH 88°18'45" WEST, CONTINUING ALONG SAID COMMON LINE, A DISTANCE OF 200.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 367,778 SQUARE FEET, 8.443 ACRES OF LAND, MORE OR LESS.

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I, JIM G. GLASS, A REGISTERED PUBLIC LAND SURVEYOR OF THE STATE OF TEXAS, HAVING PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND; AND THAT ALL LOT CORNERS, ANGLE POINTS OF CURVE SHALL BE PROPERLY MARKED ON THE GROUND; AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME OR UNDER MY DIRECTION AND SUPERVISION.

[Signature] 12-19-14

JIM G. GLASS, R.P.L.S.
TEXAS REGISTRATION NO. 5262



NOTES:

1. THE THOROUGHFARE ALIGNMENT SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF ENGINEERING PLAN APPROVAL.
2. THE DEVELOPMENT OF THE SITE WILL BE IN ACCORDANCE WITH CITY OF SACHSE DEVELOPMENT STANDARDS.

BENCHMARK:

MAG NAIL SET IN CONCRETE FLUME (R706P) 1450± EAST OF MERRITT ROAD ON PRESIDENT GEORGE BUSH TURNPIKE.
ELEVATION = 500.35

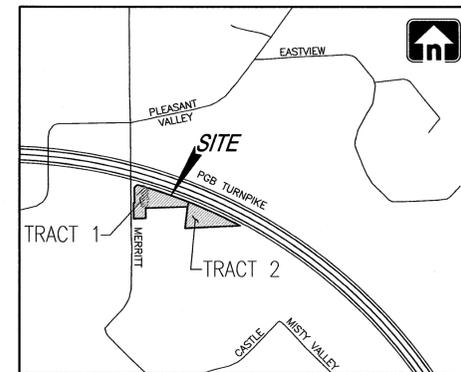
BASIS OF BEARING IS NORTH AMERICAN DATUM OF 1983 (NAD-83) STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL.

CURVE TABLE

CURVE #	Δ	RADIUS	TANGENT	LENGTH
C-1	1° 03' 07"	7465.00'	68.54'	137.07'
C-2	6° 28' 56"	7465.00'	422.73'	844.55'

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	816.09'	S87° 20' 30"W
L2	319.85'	S7° 02' 06"W
L3	73.26'	S7° 02' 06"W
L4	618.00'	S88° 15' 41"W
L5	150.08'	N0° 38' 12"W
L6	177.51'	N88° 18' 45"E
L7	149.92'	S0° 42' 33"E
L8	77.20'	S0° 54' 04"E
L9	14.58'	S89° 48' 04"W
L10	230.90'	S0° 43' 56"E
L11	60.34'	S52° 04' 26"W



VICINITY MAP
N.T.S.

LEGEND

- PROPERTY LINE ———
- CITY LIMIT LINE - - - - -
- EASEMENT LINE - - - - -
- FLOOD LINE ———
- CONTOUR LINE - - - - -

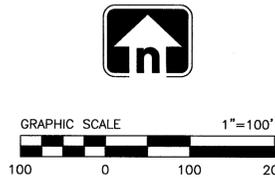


EXHIBIT B - ZONING EXHIBIT

**SEC MERRITT ROAD & HARMONY HILL LANE
CITY OF SACHSE, DALLAS COUNTY, TEXAS**



Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TYPE FIRM: F-11917BPLS.FIRM: 101538-00

OWNER/APPLICANT:
HARMONY HILL, LLC
8200 DOUGLAS AVENUE, SUITE 300
DALLAS, TEXAS 75225
(214) 750-1800 PH
MR. ELVIO BRUNI

ENGINEER/SURVEYOR:
GRAHAM ASSOCIATES, INC.
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011
(817) 640-8535 PH
MR. ERIC M. SEELEY, P.E.
MR. JIM G. GLASS, R.P.L.S.

DRAWN BY: As-Noted

PROJECT NO. 2345

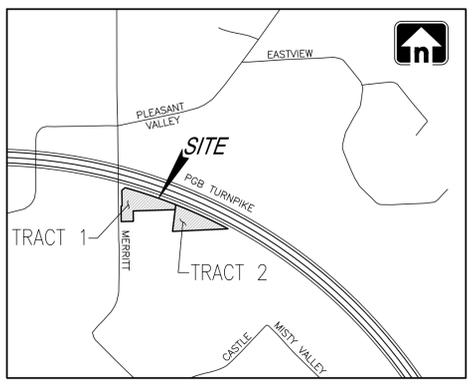
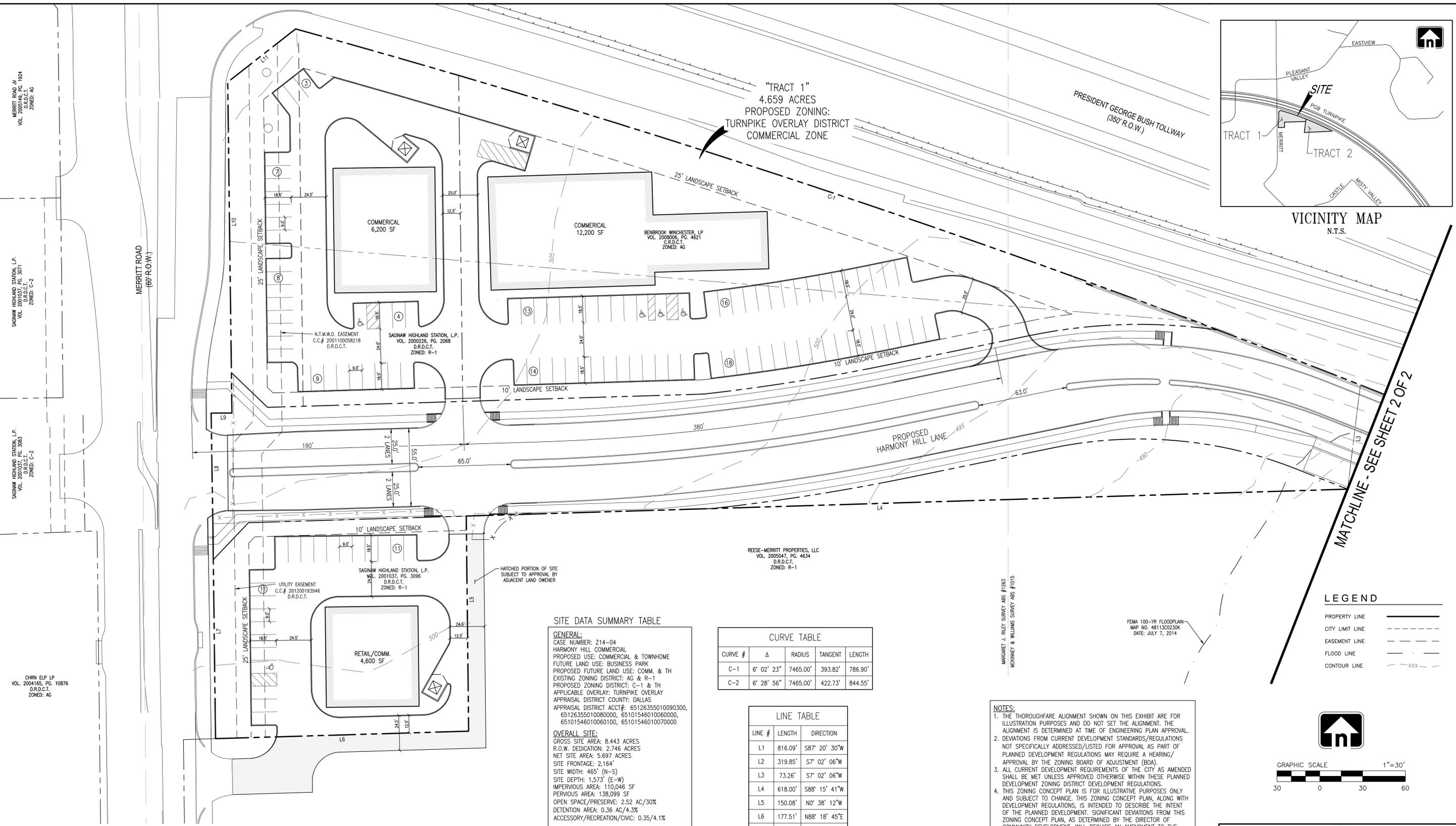
DATE: 12/19/2014

SHEET 1 OF 1

SHEET

EX. B

PLOTTED BY: ERIC SEELY
 DATE: 12/19/2014 10:31 AM
 FILE NAME: Z:\SACHSE\HARTNESS\SOI\ZONING-SACHSE\DOCS\EXHIBIT C - ZONING CONCEPT EXHIBIT.DWG
 SHEET SIZE: ARCH FULL BLEED @ (36.00 X 24.00 INCHES) 1" = 1"



VICINITY MAP
N.T.S.

"TRACT 1"
 4.659 ACRES
 PROPOSED ZONING:
 TURNPIKE OVERLAY DISTRICT
 COMMERCIAL ZONE

MERRITT ROAD, L.P.
 VOL. 2004165, PG. 1924
 D.R.D.C.T.
 ZONED: AG

SAGINAW HIGHLAND STATION, L.P.
 VOL. 2004165, PG. 3071
 D.R.D.C.T.
 ZONED: C-2

SAGINAW HIGHLAND STATION, L.P.
 VOL. 2004165, PG. 3063
 D.R.D.C.T.
 ZONED: C-2

CHRN ELP, L.P.
 VOL. 2004165, PG. 10876
 D.R.D.C.T.
 ZONED: AG

COMMERCIAL
 6,200 SF

COMMERCIAL
 12,200 SF
 BENBROOK WINCHESTER, LP
 VOL. 2008008, PG. 4821
 C.R.D.C.T.
 ZONED: AG

N.T.M.W.D. EASEMENT
 C.C.# 2001100058218
 D.R.D.C.T.

SAGINAW HIGHLAND STATION, L.P.
 VOL. 2000226, PG. 2068
 D.R.D.C.T.
 ZONED: R-1

UTILITY EASEMENT
 C.C.# 201200193946
 D.R.D.C.T.

SAGINAW HIGHLAND STATION, L.P.
 VOL. 2001037, PG. 3096
 D.R.D.C.T.
 ZONED: R-1

RETAIL/COMM.
 4,600 SF

REESE-MERRITT PROPERTIES, LLC
 VOL. 2005047, PG. 4634
 D.R.D.C.T.
 ZONED: R-1

MARGARET J. RILEY SURVEY ABS #1783
 MCKINNEY & WILLIAMS SURVEY ABS #1015

FEMA 100-YR FLOODPLAIN
 MAP NO. 4811302230K
 DATE: JULY 7, 2014

SITE DATA SUMMARY TABLE

GENERAL:
 CASE NUMBER: Z14-04
 HARMONY HILL COMMERCIAL
 PROPOSED USE: COMMERCIAL & TOWNHOME
 FUTURE LAND USE: BUSINESS PARK
 PROPOSED FUTURE LAND USE: COMM. & TH
 EXISTING ZONING DISTRICT: AG & R-1
 PROPOSED ZONING DISTRICT: C-1 & TH
 APPLICABLE OVERLAY: TURNPIKE OVERLAY
 APPRAISAL DISTRICT COUNTY: DALLAS
 APPRAISAL DISTRICT ACCT#: 65126355010090300,
 65126355010080000, 65101546010060000,
 65101546010060100, 65101546010070000

OVERALL SITE:
 GROSS SITE AREA: 8.443 ACRES
 R.O.W. DEDICATION: 2.746 ACRES
 NET SITE AREA: 5.697 ACRES
 SITE FRONTAGE: 2,164'
 SITE WIDTH: 465' (N-S)
 SITE DEPTH: 1,573' (E-W)
 IMPERVIOUS AREA: 110,046 SF
 PERVIOUS AREA: 138,099 SF
 OPEN SPACE/PRESERVE: 2.52 AC/30%
 DETENTION AREA: 0.36 AC/4.3%
 ACCESSORY/RECREATION/CVIC: 0.35/4.1%

BUILDING/HOUSING:
 GROSS SITE INTENSITY (FAR): 1:0.16
 TOTAL SQUARE FOOTAGE
 COMMERCIAL: 23,000 SF
 TOWNHOME: 17,700 SF
SETBACKS
 RIGHT-OF-WAY (PG&T & MERRITT): 25'
 RIGHT-OF-WAY (HARMONY HILL): 10'
 FRONT: 10'
 SIDE & REAR: 5'
 MAX STRUCTURE HEIGHT: 35'
 MAX NO. STORIES/FLOORS: 2
 PARKING STALLS PROVIDED
 COMMERCIAL: 114 (INC. 6 HANDICAP)
 TOWNHOMES: 14 (INC. 1 HANDICAP)
 (ADD'L 2-CAR GARAGE EACH TH UNIT)

CURVE TABLE

CURVE #	Δ	RADIUS	TANGENT	LENGTH
C-1	6° 02' 23"	7465.00'	393.82'	786.90'
C-2	6° 28' 56"	7465.00'	422.73'	844.55'

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	816.09'	S87° 20' 30"W
L2	319.85'	S7° 02' 06"W
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L4	618.00'	S88° 15' 41"W
L5	150.08'	N0° 38' 12"W
L6	177.51'	N88° 18' 45"E
L7	149.92'	S0° 42' 33"E
L8	77.20'	S0° 54' 04"E
L9	14.58'	S89° 48' 04"W
L10	230.90'	S0° 43' 56"E
L11	60.34'	S52° 04' 26"W

NOTES:
 1. THE THOROUGHFARE ALIGNMENT SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF ENGINEERING PLAN APPROVAL.
 2. DEVIATIONS FROM CURRENT DEVELOPMENT STANDARDS/REGULATIONS NOT SPECIFICALLY ADDRESSED/LISTED FOR APPROVAL AS PART OF PLANNED DEVELOPMENT REGULATIONS MAY REQUIRE A HEARING/APPROVAL BY THE ZONING BOARD OF ADJUSTMENT (ZBA).
 3. ALL CURRENT DEVELOPMENT REQUIREMENTS OF THE CITY AS AMENDED SHALL BE MET UNLESS APPROVED OTHERWISE WITHIN THESE PLANNED DEVELOPMENT ZONING DISTRICT DEVELOPMENT REGULATIONS.
 4. THIS ZONING CONCEPT PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE. THIS ZONING CONCEPT PLAN, ALONG WITH DEVELOPMENT REGULATIONS, IS INTENDED TO DESCRIBE THE INTENT OF THE PLANNED DEVELOPMENT. SIGNIFICANT DEVIATIONS FROM THIS ZONING CONCEPT PLAN, AS DETERMINED BY THE DIRECTOR OF COMMUNITY DEVELOPMENT, WILL REQUIRE AN AMENDMENT TO THE ZONING CONCEPT PLAN AND, AS NECESSARY, THE DEVELOPMENT REGULATIONS.

BENCHMARK:
 MAG NAIL SET IN CONCRETE FLUME (R706P) 1450± EAST OF MERRITT ROAD ON PRESIDENT GEORGE BUSH TURNPIKE.
 ELEVATION = 500.35

OWNER/APPLICANT:
 HARMONY HILL, LLC
 8200 DOUGLAS AVENUE, SUITE 300
 DALLAS, TEXAS 75225
 (214) 750-1800 PH
 MR. ELVIO BRUNI

ENGINEER/SURVEYOR:
 GRAHAM ASSOCIATES, INC.
 600 SIX FLAGS DRIVE, SUITE 500
 ARLINGTON, TEXAS 76011
 (817) 640-8535 PH
 MR. ERIC M. SEELY, P.E.
 MR. JIM. G. GLASS, R.P.L.S.

LEGEND

- PROPERTY LINE
- CITY LIMIT LINE
- EASEMENT LINE
- FLOOD LINE
- CONTOUR LINE

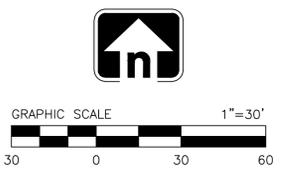
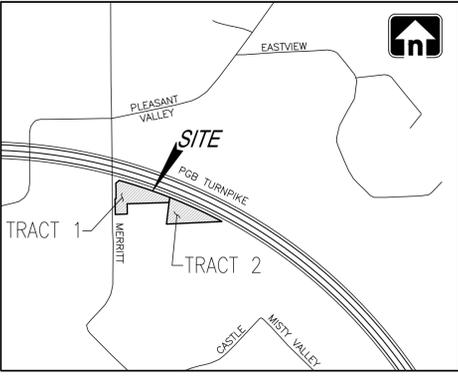


EXHIBIT C - ZONING CONCEPT PLAN
SEC MERRITT ROAD & HARMONY HILL LANE
CITY OF SACHSE, DALLAS COUNTY, TEXAS

Graham Associates, Inc.
 CONSULTING ENGINEERS & PLANNERS
 600 SIX FLAGS DRIVE, SUITE 500
 ARLINGTON, TEXAS 76011 (817) 640-8535
 TEL: (817) 640-8535 PH
 TBE FIRM: F-191/17/PLS FIRM: 101538-00

DRAWN BY: As-Noted	PROJECT NO. 2345	SHEET
DATE: 12/19/2014	SHEET 1 OF 2	EX. D



VICINITY MAP
N.T.S.

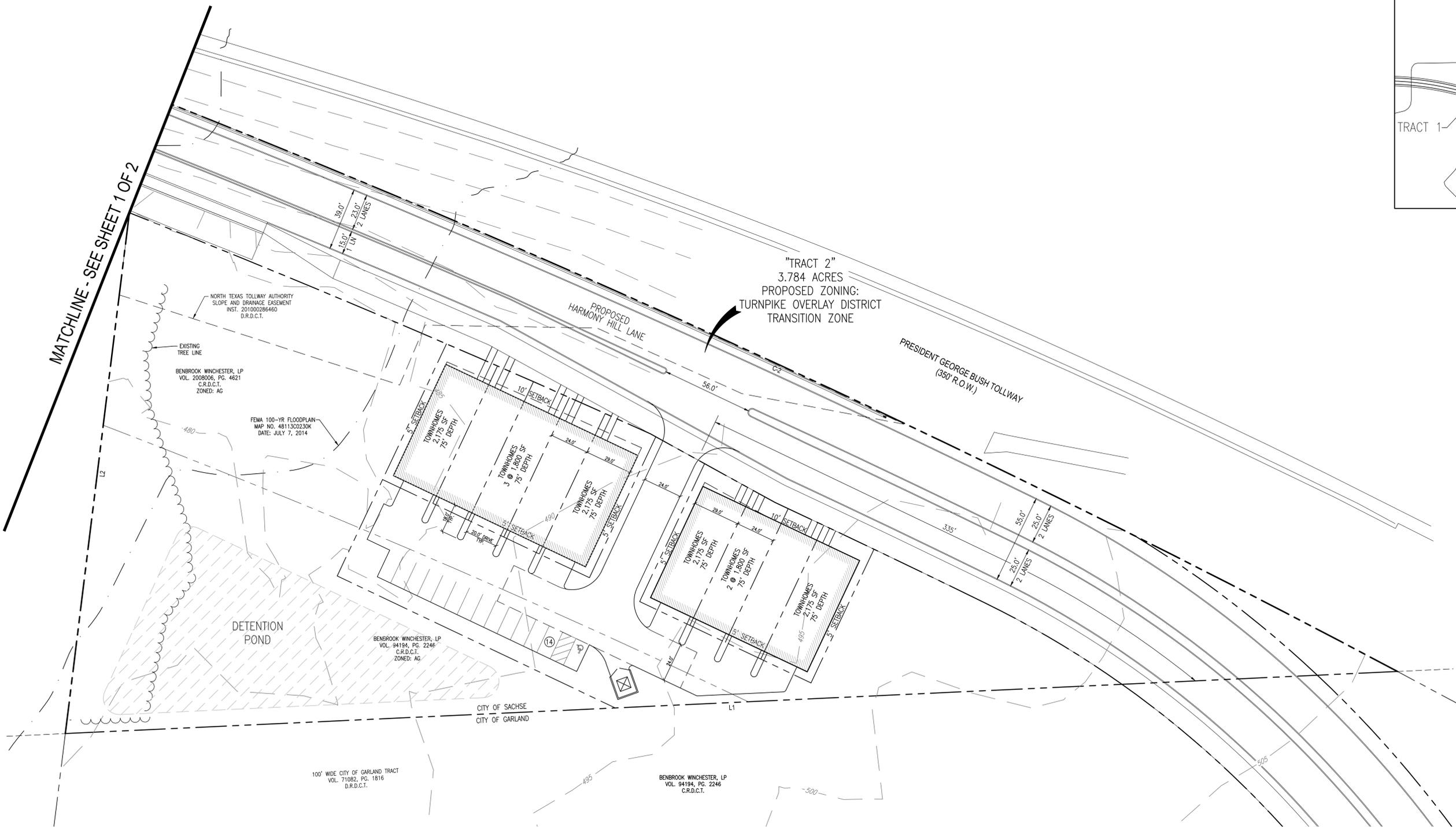
SITE DATA SUMMARY TABLE

GENERAL:
CASE NUMBER: Z14-04
PROPOSED USE: COMMERCIAL & TOWNHOME
FUTURE LAND USE: BUSINESS PARK
PROPOSED FUTURE LAND USE: COMM. & TH
EXISTING ZONING DISTRICT: AG & R-1
PROPOSED ZONING DISTRICT: C-1 & TH
APPLICABLE OVERLAY: TURNPIKE OVERLAY
APPRAISAL DISTRICT COUNTY: DALLAS
APPRAISAL DISTRICT ACCT#: 65126355010090300,
65126355010080000, 65101546010060000,
65101546010060100, 65101546010070000

OVERALL SITE:
GROSS SITE AREA: 8.443 ACRES
R.O.W. DEDICATION: 2.746 ACRES
NET SITE AREA: 5.697 ACRES
SITE FRONTAGE: 2,164'
SITE WIDTH: 465' (N-S)
SITE DEPTH: 1,573' (E-W)
IMPERVIOUS AREA: 110,046 SF
PERVIOUS AREA: 138,099 SF
OPEN SPACE/PRESERVE: 2.52 AC/4.30%
DETENTION AREA: 0.36 AC/4.3%
ACCESSORY/RECREATION/CIVIC: 0.35/4.1%

BUILDING/HOUSING:
GROSS SITE INTENSITY (FAR): 1:0.16
TOTAL SQUARE FOOTAGE
COMMERCIAL: 23,000 SF
TOWNHOME: 17,700 SF

SETBACKS
RIGHT-OF-WAY (PGBT & MERRITT): 25'
RIGHT-OF-WAY (HARMONY HILL): 10'
FRONT: 10'
SIDE & REAR: 5'
MAX STRUCTURE HEIGHT: 35'
MAX NO. STORIES/FLOORS: 2
PARKING STALLS PROVIDED
COMMERCIAL: 114 (INC. 6 HANDICAP)
TOWNHOMES: 14 (INC. 1 HANDICAP)
(ADD'L 2-CAR GARAGE EACH TH UNIT)



NOTES:
1. THE THOROUGHFARE ALIGNMENT SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF ENGINEERING PLAN APPROVAL.
2. DEVIATIONS FROM CURRENT DEVELOPMENT STANDARDS/REGULATIONS NOT SPECIFICALLY ADDRESSED/LISTED FOR APPROVAL AS PART OF PLANNED DEVELOPMENT REGULATIONS MAY REQUIRE A HEARING/APPROVAL BY THE ZONING BOARD OF ADJUSTMENT (BOA).
3. ALL CURRENT DEVELOPMENT REQUIREMENTS OF THE CITY AS AMENDED SHALL BE MET UNLESS APPROVED OTHERWISE WITHIN THESE PLANNED DEVELOPMENT ZONING DISTRICT DEVELOPMENT REGULATIONS.
4. THIS ZONING CONCEPT PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE. THIS ZONING CONCEPT PLAN, ALONG WITH DEVELOPMENT REGULATIONS, IS INTENDED TO DESCRIBE THE INTENT OF THE PLANNED DEVELOPMENT. SIGNIFICANT DEVIATIONS FROM THIS ZONING CONCEPT PLAN, AS DETERMINED BY THE DIRECTOR OF COMMUNITY DEVELOPMENT, WILL REQUIRE AN AMENDMENT TO THE ZONING CONCEPT PLAN AND, AS NECESSARY, THE DEVELOPMENT REGULATIONS.

CURVE TABLE				
CURVE #	Δ	RADIUS	TANGENT	LENGTH
C-1	6° 02' 23"	7465.00'	393.82'	786.90'
C-2	6° 28' 56"	7465.00'	422.73'	844.55'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	816.09'	S87° 20' 30"W
L2	319.85'	S7° 02' 06"W
L3	73.26'	S7° 02' 06"W
L4	618.00'	S88° 15' 41"W
L5	150.08'	N0° 38' 12"W
L6	177.51'	N88° 18' 45"E
L7	149.92'	S0° 42' 33"E
L8	77.20'	S0° 54' 04"E
L9	14.58'	S89° 48' 04"W
L10	230.90'	S0° 43' 56"E
L11	60.34'	S52° 04' 26"W

LEGEND

- PROPERTY LINE ———
- CITY LIMIT LINE - - - - -
- EASEMENT LINE - - - - -
- FLOOD LINE ———
- CONTOUR LINE - - - - -

BENCHMARK:
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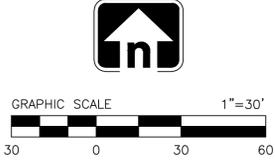


EXHIBIT C - ZONING CONCEPT PLAN

SEC MERRITT ROAD & HARMONY HILL LANE
CITY OF SACHSE, DALLAS COUNTY, TEXAS

Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TELE FIRM: F-119178/LS FIRM: 101538-00

DRAWN BY: As-Noted	PROJECT NO. 2345	SHEET
DATE: 12/19/2014	SHEET 2 OF 2	EX. D

PLOTTED BY: ERIC SEELEY 11/14/14 10:37 AM
FILE NAME: Z:\SACHSE\HUFFINES\SO\ZONING-SACHSE\DOCS\EXHIBIT C - ZONING CONCEPT EXHIBIT.DWG
SHEET SIZE: ARCH FULL BLEED @ (36.00 X 24.00 INCHES) 1" = 1"



Legislation Details (With Text)

File #:	14-2603	Version:	1	Name:	Consider Action Regarding Police Chief Search Firm
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	12/18/2014	In control:		In control:	City Council
On agenda:	1/5/2015	Final action:			

Title: Discuss and consider a resolution of the City Council of the City of Sachse, Texas approving the terms and conditions of the Agreement for Services between the City of Sachse, Texas, and Waters & Company Executive Recruitment/A Springstead Company; authorizing its execution by the City Manager; and providing for an effective date.

Executive Summary

Police Chief Dennis Veach announced his plan to retire, but has agreed to remain as his current Police Chief position until a new chief is selected. The City Manager desires to use the services of an executive search firm to assist the City in finding a new chief. The purpose of this item is to provide the Council with the opportunity to consider hiring a search firm to assist in the recruitment and selection of Sachse's next Chief of Police.

Sponsors:

Indexes:

Code sections:

Attachments: [RES Approving Waters Company Agreement for Services.pdf](#)
[Agreement Police Chief Search.pdf](#)
[Proposal Sachse TX Exec Search Police Chief FINAL.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 the Agreement for Services between the City of Sachse, Texas, and Waters & Company Executive Recruitment/A Springstead Company; authorizing its execution by the City Manager; and providing for an effective date.

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Background

Police Chief Dennis Veach announced his retirement in December 2014, but will remain as Sachse's Chief through the time it takes to find a new chief.

It is staff's opinion that the most effective way to conduct a nationwide search for a new Chief

of Police is to hire an executive search firm to conduct the search. There are several search firms who can provide this service and the city has had some success with Water & Company Executive Recruitment (formerly The Waters Consulting Group, Inc.). Mr. Chuck Rohre, Senior Vice President, has successfully lead several searches for Sachse. In addition to heading up the search that resulted in the hiring of Chief Veach and the current City Manager, Mr. Rohre lead the search for the Economic Development Corporation Executive Director. He is also a retire police chief.

Given his familiarity with the city, Mr. Rohre has agreed to conduct a search for a flat fee of \$21,500 which is an amount less than their standard consulting fees. The fee includes all services identified in the scope of services including onsite meetings. Additional services, including meetings outside the scope of work would require an additional fee.

Tasks in the attached proposal include the following.

1. Recruitment Brochure Development and Advertising.
2. Execution of Recruitment Strategy and Identification of Quality Candidates.
3. Screening of Applicants and Recommendation of Semi-Finalists.
4. Conducting Background Checks, Reference Checks and Academic Verifications.
5. Final Interview Process.

Policy Considerations

The Chief of Police is ultimately responsible for the operation of the Sachse Police Department, Sachse Animal Shelter, and Dispatch.

Budgetary Considerations

Funding for the executive search services would be paid out of the police department salary budget.

Staff Recommendations

Staff recommends that the City Council approve a resolution of the City Council of the City of Sachse, Texas approving the terms and conditions of the Agreement for Services between the City of Sachse, Texas, and Waters & Company Executive Recruitment/A Springstead Company; authorizing its execution by the City Manager; and providing for an effective date.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT FOR SERVICES BETWEEN THE CITY OF SACHSE, TEXAS, AND WATERS & COMPANY EXECUTIVE RECRUITMENT/A SPRINGSTED COMPANY; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented with a proposed Agreement for Services (herein the “Agreement”) between the City of Sachse, Texas, and Waters & Company Executive Recruitment/A Springsted Company for professional services in the area of an executive recruitment for the position of Police Chief, and being further described in Exhibit “A” attached hereto; and

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

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

SECTION 1. The terms, provisions, and conditions of the Agreement for Services, a copy of which is attached hereto as Exhibit “A”, be and the same are hereby approved.

SECTION 2. The City Manager is hereby authorized to execute the Agreement for Services on behalf of the City, and any amendments or other instruments related thereto.

SECTION 3. This Resolution shall take effect immediately from and after its passage, and it is, accordingly, so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this 5th day of January, 2015.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

APPROVED AS TO FORM:



Peter G. Smith, City Attorney
(PGS:12-19-14:TM 69501)

**Exhibit “A”
Agreement for Services**

(to be attached)

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“Agreement”) is made as of the 5th day of January, 2015 (“Effective Date”), by and between the City of Sachse, Texas, (“Client”), and Waters & Company Executive Recruitment/A Springsted Company (“WCER”).

WHEREAS, the Client wishes to retain the services of WCER on the terms and conditions set forth herein, and WCER wishes to provide such services; and

NOW THEREFORE, the parties hereto agree as follows:

SCOPE OF PROFESSIONAL SERVICES

1. WCER will provide professional services in the area of an executive recruitment for the position of Police Chief. This Agreement includes WCER’s commitment to provide all elements of the recruitment process, services, and conditions described in our proposal dated December 12, 2014 and attached as Exhibit A.

Phase	Description of Professional Services
Phase I	<u>Task 1</u> – Candidate Profile Development/Advertising/Marketing (includes one day on site by Project Team Leader). <u>Task 2</u> – Identify Quality Candidates.
Phase II	<u>Task 3</u> – Screening of Applications and Submission of Recommended Semi-Finalists to Client. (includes one day on-site by Project Team Leader) <u>Task 4</u> – Reference Checks, Background Checks, and Academic Verifications.
Phase III	<u>Task 5</u> – Final Process/On-Site Interviews with Finalists (includes two days on site by Project Team Leader).
Conclusion	Acceptance of offer by candidate.

TERM

2. This Agreement shall be effective as of the Effective Date and shall remain in effect for the period necessary for successful completion of the project. This Agreement may be terminated upon thirty (30) days prior written notice to WCER. If the Client terminates, WCER is entitled to any portion of its fee so earned.

ALL-INCLUSIVE PROFESSIONAL PRICE

3. The all-inclusive professional price to conduct the recruitment is \$21,500 as a not-to-exceed amount and includes the cost of professional services by the Project Team Leader and the project support staff, and all project-related expenses such as advertising, printing, candidate background and reference checks, and travel expenses for on-site visits by the Project Team Leader. Travel expenses incurred by candidates for on-site interviews with the Client are not the responsibility of WCER and are handled directly by the client organization. The Client will make payments for the project upon receipt of an invoice submitted by WCER. Payment to WCER is due upon receipt. All invoices will be forwarded to the Client for processing unless otherwise directed. For reporting purposes, WCER's tax identification number is 47-1064404.

The all-inclusive professional price will be billed in three installments: 40% of the fee will be billed at the beginning of the recruitment; 40% at the implementation of Phase III; and 20% upon acceptance of offer.

Additional work related to the recruitment process and as specifically requested by the Client which is outside the scope of this project (i.e. additional onsite visits) is additional. The fixed professional fee for this recruitment anticipates no more than three onsite visits which include four consulting days with one consultant. However, we would be pleased to provide additional onsite consulting visits for our standard daily rate of \$1,500 plus expenses.

ADDITIONAL PLACEMENTS

4. If candidates from this recruitment process are selected for another position by the Client, within one year of the close of the recruitment, a fee of 50% of the above mentioned fee amount will be due to WCER.

TRIPLE GUARANTEE

5. A commitment to remain with the recruitment assignment until you have made an appointment for the fees and tasks quoted in this proposal. If you are unable to make a selection from the initial group of finalists, WCER will work to identify a supplemental group until you find a candidate to hire.

Your executive recruitment is guaranteed for 24 months against resignation or termination. If the selected candidate leaves the organization within the first 24 months of employment, the replacement recruitment will be repeated with no additional professional fee, but only for project-related expenses. Candidates appointed from within your organization do not qualify for this guarantee. This guarantee is subject to further limitations and restrictions of your state laws. Additional services include a performance appraisal and review after 12 months of service of the appointed candidate, with no professional fee charged to you. If you elect to use this service, the only cost you would incur would be the reimbursement for any project-related expenses.

WCER will not solicit any candidates selected under this contract for any other position while the candidate is employed with your organization.

DEVOTION OF TIME

6. WCER shall devote such time to the performance of its duties under this Agreement as is necessary for the completion of all project phases.

NOTICE

7. All notices hereunder shall be in writing and deemed to have been given when delivered, transmitted by first class, registered or certified mail, postage prepaid and addressed as follows:

If to Client:

Billy George, City Manager
City of Sachse
3815 Sachse Road, Building B
Sachse, Texas 75048-3835

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201

If to WCER:

Waters & Company Executive Recruitment
380 Jackson Street, Suite 300
Saint Paul, MN 55101
Attention: Managing Principal

ENTIRE AGREEMENT

8. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or

promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding.

AMENDMENT

9. This Agreement may be amended by the mutual agreement of the parties hereto in writing and must be attached to and incorporated into this Agreement.
-

LEGAL CONSTRUCTION

10. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained herein.
-

GOVERNING LAW

11. The Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.
-

INDEPENDENT CONTRACTOR

12. It is understood and agreed by and between the parties that WCER in satisfying the conditions of this Agreement, is acting independently, and that the Client assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by WCER pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the Client. WCER shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.
-

INSURANCE

13. (a) WCER shall during the term hereof maintain in full force and effect the following insurance:
(i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the WCER's performance of

services pursuant to this Agreement 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; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by WCER, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; and (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of WCER's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00.

- (b) All insurance shall be endorsed to provide the following provisions: (1) name the Client, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; and (2) provide for a waiver of subrogation against the Client for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. WCER shall provide written notice to the Client of any material change of or to the insurance required herein.
- (c) 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.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services.
- (e) WCER shall provide Client at least thirty (30) days prior written notice of cancellation or non-renewal of the required insurance.

INDEMNIFICATION

14. CLIENT SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE WCG PURSUANT TO THIS AGREEMENT. WCER HEREBY WAIVES ALL CLAIMS AGAINST CLIENT, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CLIENT") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CLIENT OR BREACH OF CLIENT'S OBLIGATIONS HEREUNDER. WCER AGREES TO INDEMNIFY AND SAVE HARMLESS CLIENT FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES,

CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE WCER'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF WCER, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CLIENT, IN WHOLE OR IN PART, IN WHICH CASE WCER SHALL INDEMNIFY CLIENT ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO WCER AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE WCER'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY WCER UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

COUNTERPARTS

15. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

EXHIBITS

16. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Executed on the day and the year first written in this Agreement

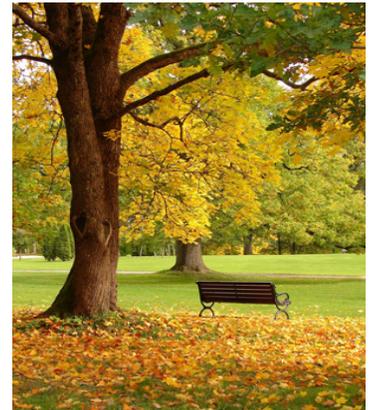
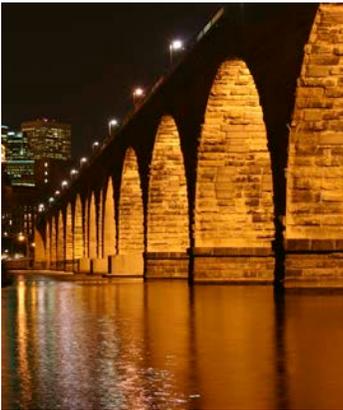
CITY OF SACHSE, TEXAS

WATERS & COMPANY EXECUTIVE
RECRUITMENT/A SPRINGSTED COMPANY

By: x _____
Billy George
City Manager

By: x _____
Charles A. Rohre
Senior Vice President

ATTACHMENT A – RECRUITMENT PROPOSAL, DECEMBER 12, 2014



Proposal

City of Sachse, Texas

Proposal to Provide Executive Recruitment Services

December 12, 2014

Table of Contents

LETTER OF TRANSMITTAL

I	GENERAL INFORMATION	1
II	RESPONSE TO SCOPE OF WORK.....	2
III	PROPOSED COSTS	8
IV	FIRM EXPERIENCE	9
V	QUALIFICATIONS AND EXPERIENCE OF ASSIGNED PERSONNEL	10
	SAMPLE BROCHURE.....	APPENDIX I

LETTER OF TRANSMITTAL

December 12, 2014

Mr. Billy George, City Manager
City of Sachse
3815 Sachse Road
Building B
Sachse, Texas 75048

Re: **Request for Proposal to Provide Executive Recruitment Services**

Dear Mr. George,

I appreciate the opportunity to submit our proposal for executive recruitment services for the City of Sachse's next Police Chief. Our extensive experience in providing executive recruitment services to cities, counties, non-profits, school districts, special districts and other public sector organizations nationwide and in Texas, will be beneficial for this recruitment and allow us to find the ideal candidate for the City.

We know that you have options for using other recruitment firms. However, we believe that our approach sets us apart from our competitors in the following unique ways:

- If requested, our web-based survey can be used to determine the key attributes considered essential for the City's Police Chief, which is completed by the organization's employees, community leaders and citizens. The results of the survey will provide the Screening Committee with important feedback for development of the profile for the ideal candidate;
- Management Style Assessment Analysis completed by the candidates to determine if a candidate's management style matches the approved profile for the ideal candidate;
- Video candidate interviews that can be made available to the Screening Committee to assist in the selection process; and
- Utilization of a proprietary online application system exclusively licensed to Waters & Company, A *Springsted Company* (WCER) to facilitate talent management. The system has been designed by WCER to customize applicant flow and tracking. It allows ease of communication with applicants and the ability to conduct database inquiries for candidates based on characteristics important to the City such as geographic location and specific experience, expertise and qualifications.

City of Sachse, Texas
December 12, 2014
Page 2

The proposal document will provide you the details about our approach, expertise, client references and pricing for this executive recruitment. If you have any questions, please contact me at 214-466-2436 or by email at crohre@waters-company.com. Our Team would consider it a professional privilege to provide these services to the City of Sachse.

Respectfully submitted,



Chuck Rohre, Senior Vice President
Consultant

sml

City of Sachse, Texas
Proposal to Provide
Executive Recruitment Services

I. General Information

Waters & Company Executive Recruitment (WCER) recently merged with Springsted Incorporated, establishing one of the largest public sector executive recruitment and organizational management firms in the United States. Our company combines the executive recruitment expertise and resources of two highly respected firms, Waters & Company and Springsted Incorporated. WCER and Springsted are Women’s Business Enterprise (“WBE”) firms. Springsted, the parent corporation, is a certified WBE by the City of Saint Paul, Minnesota. Three employee-owners lead the firms and their 70-member staff. Our headquarters are located in Saint Paul, Minnesota, with offices strategically located throughout the United States. Specifically, our regional offices include Dallas, Texas; Milwaukee, Wisconsin; Des Moines, Iowa; Kansas City, Missouri; Richmond, Virginia; Denver, Colorado and Los Angeles, California.

WCER has a team of seven primary recruitment consultants available to meet your executive recruitment needs. Each consultant assigned to this recruitment has experience working with cities, public safety departments and the many different disciplines that comprise the City of Sachse, the leadership team and its constituencies. Our consultants bring an experienced, participatory and energetic perspective to each engagement; our unique approach and personal touch are reflected in our internal standard to provide outstanding services that exceed the City’s expectations. Over the past five years, our combined consultant team has conducted over 1,000 executive recruitments.

The WCER Recruitment Project Team will partner with the City Council and others as your technical advisor to ensure that the recruitment process for your next Police Chief is conducted in a thorough and professional manner. Our objective is to generate high-quality candidates and assist you with the screening and evaluation of these candidates.

We have structured the WCER Recruitment Project Team to draw upon Springsted’s 50-plus years of service nationally and to leverage WCER’s ability to expand national recruitment for this position. The breadth and knowledge of the Recruitment Project Team includes a variety of district sizes and communities served, familiarity with potential candidates from Texas and beyond and the experience and understanding needed to evaluate each candidate’s “fit” with the City’s established qualifications.

At this time our firm and consultants are not engaged in other projects that would adversely affect the timeline for this recruitment.

Physical Address

Waters & Company, *A Springsted Company*
14285 Midway Road, Suite 340
Addison, Texas 75254
Office: 972-481-1950
Fax: 972-481-1951

Respectfully submitted,

Rollie Waters, Executive Vice President
Consultant

II. Response to Scope of Work

Task I: Recruitment Brochure Development and Advertising

The development of a comprehensive recruitment brochure that includes a profile of the ideal candidate is an important first step in the recruitment process. This profile includes the required qualifications, professional experience and leadership, management and personal characteristics related to the success of the candidate in the position of your City's Police Chief.

The recruitment brochure will also have a profile that captures the essence of the City as a highly-attractive venue for the successful candidate to live and work. To prepare the recruitment brochure, the Recruitment Project Team Leader will come on site to meet with the Mayor and City Council and others as requested, to discuss the required background, experiences and management and leadership characteristics for your Police Chief position. We will also request organizational charts, budgetary information, operational reports and other documentation describing the current issues and responsibilities of the position. We meet individually (or collectively depending upon your preference) with the Mayor and City Council to broaden our understanding of the position's leadership and management requirements, current issues, strategic priorities and to identify expectations for the Police Chief. We also obtain input from department leaders to increase our understanding of the City's strengths and needs. [See example of a recruitment brochure in Appendix I.]

Information obtained from these meetings, coupled with our review of the job description and other City documents, is used to prepare a position profile. The completed profile and job announcement will be approved by the City Manager before recruitment begins. The position profile will be central to our recruitment strategy and outreach to candidates.

The Recruitment Project Team will also work with the City of Sachse to develop an advertising and marketing strategy to notify potential candidates about the vacancy and conduct an open recruitment that encourages applications from a talented and diverse pool of candidates. Our team will place ads in appropriate professional publications, websites and local print media. Additionally, WCER has a highly-accessed website that has a special location attracting many potential candidates to upload their resumes. The aggressive advertising and marketing campaign for top talent will include national, state, regional and local elements as determined during our initial meetings with the City's representatives. Our customized mailing list, selected from our extensive database and contacts collected at appropriate public sector conferences will be utilized to further promote the position.

Project Milestone	Deliverables	Proposed Date
Position profile and recruitment brochure development	<ul style="list-style-type: none">Onsite interview with the City.WCER will receive information regarding the City's budgets, organizational charts, images, logos, etc.Develop draft documents (Recruitment Brochure, Advertisement, Marketing Letter, Timeline).	January 3, 2015
Approve brochure, commence advertising and distribute marketing letter.	<ul style="list-style-type: none">Brochure sent to the City for final approval.Commence advertising and distribution of recruitment brochure.	January 9, 2015

Task II: Execution of Recruitment Strategy and Identification of Quality Candidates

Utilizing the information developed in Task I, WCER will identify and reach out to individuals who will be outstanding candidates for the position of Police Chief. Often, well-qualified candidates are not actively seeking new employment and will not necessarily respond to an advertisement. However, if a potential candidate is presented with the opportunity directly and in the proper manner, he or she may apply. We take pride in our ability to locate highly qualified candidates across the nation based on the professional contacts and relationships we have developed and maintained throughout the years.

In consultation with the City Manager and staff, we will develop a customized recruitment strategy for the Police Chief position to include placing job ads in all appropriate national and state associations and websites. Our recruitment outreach emphasizes personal contacts with prospective candidates and draws upon our knowledge of qualified leaders from our database and from the professional network of our team.

These efforts will be supplemented by the creation of an appropriate database utilizing our extensive, interactive applicant database for the Police Chief position. This will provide the WCER team with the ability to customize applicant flow and tracking, communication with applicants and the ability to conduct database inquiries for candidates based on characteristics important to the City such as geographic location, particular experience, expertise and credentials. We encourage candidates to maintain updated information within our database for consideration in future recruitment engagements. WCER's commitment to customer service extends to the candidate as well as the client.

During this part of the process the Recruitment Project Team will work with the City Manager and others as designated to reach consensus on the leadership and management style for the ideal candidate. Our research will determine the key competencies, work values and leadership/management style for the position and match the candidates to each attribute. Each candidate submitting a resume is sent a timely acknowledgement by our Team, including an approximate schedule for the recruitment. Further communications are maintained with each candidate regarding information about the recruitment progress and their status in the process. We take pride in the many complimentary comments made by candidates regarding the level of communication and the professional manner in which they are treated during our recruitments.

Project Milestone	Deliverables	Proposed Date
Execution of recruitment strategy and candidate outreach	<ul style="list-style-type: none"> • Online data collection and profile development. • Development of the interactive searchable applicant database for recruitment of the Police Chief. • WCER performs direct outreach to prospective candidates identified in the recruitment strategy. • Utilizing the extensive applicant database to identify applications and review applicant pool for competencies/demographics. 	January 10 – February 13, 2015

Task III: Screening of Applicants and Recommendation of Semi-Finalists

Our recruiting efforts in Task II are directed towards the quality of the candidates we contact, not the quantity. The minimum qualifications for the candidate will include the requisite experience and skills needed to successfully perform the position’s duties. In Task III the Recruitment Project Team, under the direction of the Recruitment Project Team Leader, will screen the candidates against the criteria within the candidate profile and develop a list of semi-finalists for recommendation to the City’s Screening Committee or directly to the City Manager as requested.

The most promising applicants will receive a candidate essay questionnaire to complete that will provide additional information about the candidates’ background and experience. We will then narrow the list to a group of 10-15 semifinalists for your review and to select finalists.

Another unique aspect of our recruitment process is our use of online recorded interviews for the screening process. Responses are timed and questions are not provided in advance. This tool allows our Team to develop a more comprehensive understanding of the candidate’s ability to think “on their feet” as well as their personality, abilities and cultural fit.

Our team will provide an online link for the City Manager and others designated, who have input into the hiring decision, allowing them to review and rate the recorded responses. This provides the organization with additional candidate assessments that can be customized to fit the unique needs of your City.

Throughout the process, you will have access to our Master Applicant List (MAL); a list of all prospective candidates who applied for the position, which will provide pertinent data about each applicant.

Project Milestone	Deliverables	Proposed Date
Applicant screening and recommendation of semi-finalists	<ul style="list-style-type: none"> • WCER compares applications to the approved candidate profile developed in our searchable applicant database. • WCER develops customized candidate questionnaire & due diligence questionnaire to provide to applicants who most closely meet the candidate profile. • Top 10-15 candidates identified as semi-finalists. • Semi-finalist books are developed including the following: brochure, master applicant list, cover letter, resume and candidate questionnaire of candidates to be considered. • WCER and the City review and rate video interviews. • WCER sends links to City to review the aggregate responses and ratings. • Semi-finalists complete candidate management style assessment and responses are reviewed and interview questions are developed. • Recruitment Project Team Leader meets with the City Manager Council to review recommended semi-finalists. Mayor and City Council select finalists. 	February 16 – 26, 2015

Task IV: Conducting Background Checks, Reference Checks and Academic Verifications

When the City approves of a group of finalists for on-site interviews, WCER will begin the process of conducting reference checks, background checks and academic verifications. Contact is then made with direct and indirect references to verify the accomplishments and work experiences of the candidates. The purpose of the reference interviews is to allow WCER to complete our understanding of the work experience, professional performance and work characteristics of the finalists.

For the background checks, WCER will develop information on the candidates in the following areas:

- Consumer Credit
- City/County Criminal
- City/County Civil Litigation
- Judgment/Tax Lien
- Motor Vehicle
- Bankruptcy
- State District Superior Court Criminal
- State District Superior Court Civil Litigation
- Federal District Criminal
- Federal District Civil Litigation

To ensure that our quality standards are maintained, we require a minimum of ten business days between the time that you select the finalists for on-site interviews and when we submit the candidate documentation for your final interview process.

Project Milestone	Deliverables	Proposed Date
Finalists complete supplemental work products	<ul style="list-style-type: none"> • Finalists complete narrative of their two most significant achievements and critical problem analysis. 	February 27, 2015
Design final process with City for on-site interviews with finalists	<ul style="list-style-type: none"> • WCER confirms interviews with candidates. • Travel logistics are scheduled for the candidates. 	March 2 – 3, 2015
Background checks, reference checks and academic verification	<ul style="list-style-type: none"> • WCER completes background checks, reference checks and academic verifications for finalists. 	March 9, 2015

Task V: Final Interview Process

Upon completion of Task IV, we will work with you to develop the final interview process. We will provide documentation on each of the finalists which will provide the highlights of their professional experience and leadership/management profile (Gap Analysis) as well as a summary of the results of the reference checks, background checks and academic verifications. In addition, the report will include guidelines for interviewing the candidates, suggested interview questions and a candidate assessment process for your interview panel(s).

The Recruitment Project Team Leader will be available during the final interview process to answer questions about the candidates and, if requested, assist with the final evaluation of the candidates. In addition, if the City requests the service, we will assist you with the development of a compensation package and related employment considerations and assist with the negotiation of an employment agreement if applicable.

Project Milestone	Deliverables	Proposed Date
Finalist books prepared and delivered to City	<ul style="list-style-type: none"> Finalist books are developed including brochure, interview schedule, cover letter, resume, candidate questionnaire, candidate descriptive profile, accomplishments, suggested interview questions, candidate assessment form and management style probing questions. 	March 9, 2105
On-site Interviews with finalists	<ul style="list-style-type: none"> Interviews are scheduled. Recruitment Project Team Leader attends client interviews and is available to facilitate discussions of candidates. 	Week of March 16
Offer made / accepted	<ul style="list-style-type: none"> If requested, WCER participates in candidate employment agreement negotiations. WCER notifies candidates of decision. WCER confirms final process close out with the City of Sachse. 	Week of March 23

Strategy for Recruitment of Diverse Candidates

Our corporate core values and work environment reflect our broader social aspirations for a diverse workforce, equal opportunity and cross-cultural respect. We have established strong and credible networks with minority and female leaders nationwide. In addition, we are corporate members of the National Forum for Black Public Administrators (NFBPA) and the Hispanic Network and are on their National Corporate Advisory Council. We participate in their membership events on a regular basis.

To that end, we take responsibility for diversity in our organization, our recruitment strategy and our candidate pools. In this recruitment, we will use our established networks to make direct and personal contacts with prospective minority and female candidates and encourage them to consider the City of Sachse’s Police Chief position. Because of our performance record in presenting a diverse applicant pool, these prospective candidates know they will be fairly considered in the process.

Waters & Company, *A Springsted Company*, is committed to ensuring equitable participation in our business and employment opportunities without regard to race, color, religion, sex, national origin, age, disability, veteran status, marital status or sexual orientation. As a leader in the Executive Recruitment industry, we take positive actions to prevent and to remedy any discriminatory effects of business and employment practices.

Springsted Incorporated, our parent company, is a certified WBE.

Timeline

Below is an estimated Timeline for the executive recruitment process. You will be asked during the first on-site meeting to review and approve a Timeline for the recruitment project. It is our intent to conduct the recruitment expeditiously, but not at the expense of finding high-quality candidates for you.

CITY OF SACHSE, TEXAS EXECUTIVE RECRUITMENT PRELIMINARY TIMELINE		
The following Timeline represents a preliminary schedule for your executive recruitment based on a commencement date of January 2, 2015. Actual target dates will be developed in consultation with and approved by the City of Sachse.		
Project Milestone	Deliverables	Target Date
Profile Development, Advertising, and Candidate Outreach	<ul style="list-style-type: none"> WCER completes on-site interviews to develop candidate profile and recruitment brochure; the City approves ad placement schedule and timeline. WCER sends draft recruitment brochure to the City. The City returns draft recruitment brochure (with edits) to WCER. WCER commences executive recruitment advertising and marketing. Online data collection and profile development. 	January 2 – February 13, 2015
Applicant screening and assessment and recommendation of Semi-Finalists	<ul style="list-style-type: none"> WCER commences formal review of applications and sends most promising applicants a Candidate Questionnaire to provide additional information about background and experience. Candidates complete recorded interview online. WCER completes formal review of applications and sends selected resumes and questionnaire responses to the City for review. Also candidates' recorded interviews are presented. Semi-finalist completes candidate management style assessment and responses are reviewed and interview questions are developed. WCER meets with the City and recommends semi-finalists; the City selects finalists for on-site interviews. 	February 16 – 26, 2015
Comprehensive background check and reference checks completed for finalists	<ul style="list-style-type: none"> WCER completes reference checks/background checks/ academic verification on finalists. 	March 9, 2015
On-site Interviews with finalists	<ul style="list-style-type: none"> WCER sends documentation for finalists to the City. The City conducts on-site interviews with finalists. 	Week of March 16
Employment Offer made / accepted	<ul style="list-style-type: none"> The City extends employment offer to selected candidate. 	Week of March 23

III. Proposed Costs

The all-inclusive professional fee to conduct the recruitment is provided below and includes the cost of professional services by the Recruitment Project Team Leader, the project support staff and all project-related expenses such as advertising, printing, candidate background and reference checks and travel expenses for on-site visits. Travel expenses incurred by candidates for on-site interviews with the client are not the responsibility of WCER and are handled directly by the client organization. If there is a preference for separate billings for the professional services and project-related expenses, please advise us and the agreement can reflect such an arrangement.

The all-inclusive professional fee will be billed in three installments: 40% of the fee will be billed at the beginning of the recruitment; 40% at the implementation of Phase III; and 20% upon acceptance of offer by the candidate. We are open to negotiate an alternative payment schedule if selected for this recruitment.

If candidates from this recruitment process are selected for another position within your organization within one year of the close of the recruitment, a fee of 50% of the below mentioned proposal amount will be due to Waters & Company, A Springsted Company.

All questions regarding the professional fees and project-related expenses should be directed to Chuck Rohre, Senior Vice President at crohre@waters-company.com or via phone at 214-466-2436.

PHASE	DESCRIPTION OF PROFESSIONAL SERVICES	FEES
Phase I	Task 1 – Candidate Profile Development/Advertising/Marketing (includes one day on site by Recruitment Project Team Leader) Task 2 – Identify Quality Candidates	
Phase II	Task 3 – Screening of Applications and Submission of Recommended Finalists to Client. Task 4 – Reference Checks, Background Checks and Academic Verifications	
Phase III	Task 5 – Final Process/On-Site Interviews with Finalists (includes two days on site by Recruitment Project Team Leader)	
Conclusion	Acceptance of offer by candidate	
TOTAL ALL-INCLUSIVE PROFESSIONAL FEE		\$21,500

OPTIONAL SERVICES FOR CONSIDERATION	FEES
Additional work related to the recruitment process and as specifically requested by the client that is outside of the scope of this project (i.e. additional onsite meetings) is additional. The fixed professional fee for this recruitment anticipates no more than three onsite consulting days with one consultant. However, we would be pleased to provide additional onsite consulting visits for our standard daily rate of \$1,500 plus expenses.	\$1,500 per day plus expenses

Triple Guarantee

Our Triple Guarantee is defined as: (1) A commitment to remain with the recruitment assignment until you have made an appointment for the fees and tasks quoted in this proposal. If you are unable to make a selection from the initial group of finalists, WCER will work to identify a supplemental group until you find a candidate to hire. (2) Your executive recruitment is guaranteed for 24 months against termination or resignation. The replacement recruitment will be repeated with no additional professional fee, but only for project-related expenses. Candidates appointed from within your organization do not qualify for this guarantee. This guarantee is subject to further limitations and restrictions of your state laws. (3) WCER will not directly solicit any candidates selected under this contract for any other position while the candidate is employed with your organization.

IV. Firm Experience

References

City of Winston-Salem, North Carolina

Mr. Derwick Paige, *Assistant City Manager*

derwickp@cityofws.org

336-747-7473

Project: Selection of Police Chief

City of Richardson, Texas

Mr. Dan Jonson, *City Manager*

dan.johnson@cor.gov

972-744-4201

Project: Selection of Police Chief and Other Department Directors

City of Charlotte, North Carolina

Ms. Cheryl Brown, *Director of Human Resources*

clbrown@ci.charlotte.nc.us

704-336-5703

Project: Selection of Police Chief and City Manager

City of Denton, Texas

Mr. George Campbell, *City Manager*

george.campbell@cityofdenton.com

940-349-8307 or

Carla Romine-Hagmark, *Human Resources Director*

carla.romine@cityofdenton.com

940-349-8344

Project: Selection of Police Chief, Director of Engineering Services, Assistant City Manager and various department directors

City of Somerville, Massachusetts

Mr. Bill Roche, *Personnel Director*

wroche@somervillema.gov

617-625-6600 ext. 3310

Project: Selection of Police Chief

The following is a list of relevant recruitments conducted by WCER:

List of Police Executive Searches				
Year	Client	State	Executive Search	Population
2003	City of Danville	VA	Chief of Police	48,411
2003	City of Waynesboro	VA	Police Chief	19,520
2004	City of Hopewell	VA	Police Chief	22,354
2007	City of Hopewell	VA	Police Chief	22,354
2009	City of Mesa	AZ	Police Chief	457,587
2009	City of North Richland Hills	TX	Police Chief	67,317
2009	City of Weyauwega	WI	Police Chief	1,900
2010	City of Sanford	FL	Chief of Police	56,002

List of Police Executive Searches

Year	Client	State	Executive Search	Population
2010	City of Somerville	MA	Police Chief	78,804
2010	City of Virginia Beach	VA	Police Chief	448,479
2010	Town of Marana	AZ	Police Chief	38,290
2011	City of Denton	TX	Chief of Police	123,099
2011	City of Dyersville	IA	Police Chief	4,035
2011	City of Hopewell	VA	Police Chief	22,354
2011	City of Racine	WI	Chief of Police	81,855
2012	Accomack County	VA	Director of Public Safety	33,336
2012	City of Cedar Park	TX	Police Chief	61,238
2012	City of Kaufman	TX	Police Chief	6,922
2012	City of Sanford	FL	Police Chief	56,002
2012	Roanoke County	VA	Police Chief	92,901
2013	City of Jasper	TX	Police Chief	7,656
2013	City of Lakeville	MN	Police Chief	57,342
2013	City of Socorro	TX	Police Chief	32,517
2014	City of Buffalo	MN	Police Chief	15,724
2014	City of Cloquet	MN	Police Chief	12,036
2014	City of Prior Lake	MN	Police Chief	24,408
2014	City of Somerville	MA	Chief of Police	78,804
2014	City of Somerville	MA	Chief of Police	77,104
2014	City of Thief River Falls	MN	Police Chief	8,661

V. Qualifications and Experience of Assigned Personnel

Mr. Rollie Waters, Executive Vice President

Direct Phone: (214) 466-2424

Email: rwaters@waters-company.com

Recruitment Project Team Leader

Mr. Chuck Rohre, Senior Vice President,

Direct Phone: (214) 466-2436

Email: crohre@waters-company.com

Mr. Chuck Anderson, Senior Vice President

Direct Phone: (817) 965-3911

Email: canderson@waters-company.com

Ms. Regan Brown, Project Coordinator

Direct Phone: (214) 466-2445

Email: rbrown@waters-company.com

Rollie Waters

Executive Vice President

Rollie O. Waters is an Executive Vice President, of Waters & Company, *A Springsted Company*. Since 1976, Rollie has been a management consultant to private and public sector clients. He has consulted with national and international clients in the area of HR Management system design and strategic management. He has given various lectures and seminars for organizations in the areas of compensation as it relates to performance management. He is viewed on a national level as one of the foremost authorities in succession planning and performance management system design for the public sector. He has spoken before such organizations as the International City/County Managers Association, American Management Association, The Alliance for innovation, Southern Methodist University, the University of Maryland, National Forum of Black Public Administrators, California Institute of Technology, the Texas Municipal League (TML), the International Personnel Management Association (IPMA-HR), several international companies in Great Britain, and various other U.S. public and private sector agencies and organizations.

Rollie has been actively involved in the development of competency-based knowledge selection and development tools over the past twenty years. He has been instrumental in ensuring the proprietary profiles that he has designed attract the right candidates that fit the organization's needs. In addition, Rollie's extensive knowledge of performance management solidifies matching the management style most compatible with the organization's success. His research on succession planning has led him and his team to be able to help shape the future of organizations through their executive recruitment activities.

Rollie has been widely published in national journals and magazines focusing on human resource challenges. His publications include a research article in the Public Personnel Management Journal titled "The Impact of Behavioral Traits on Performance Appraisal." Prior to founding W&C, Rollie held an executive position with Dun & Bradstreet Co., Inc., and a management position with Owens Corning Fiberglass.

Areas of Expertise

- Executive Recruitment
- Web- Based Compensation Support
- Management Development
- Organizational Strategy
- Mentoring Programs
- Performance Management
- Competency-based Systems and Development Systems
- Succession Planning

Professional Accomplishments and Education

Rollie is a member of Mensa, a Strategic Partner with the International City/County Managers Association, International Management Consultants, and Alliance for Innovation, a member of the National Corporation Advisory Council of the National Forum for Black Public Administrators, and numerous other professional groups. He has also appeared in several professional directories such as Who's Who in the World, Who's Who in Finance and History, and many others. Rollie has an extensive background in the behavioral sciences and strategic planning. He received his MBA at Pepperdine University and his Bachelor of Science degree in Psychology from the University of South Carolina. In addition, he is a Certified Management Consultant (CMC); CMC is a certification mark awarded by the Institute of Management Consultants USA and represents evidence of the highest standards in consulting and adherence to the ethical canons of the profession.

Chuck Rohre

Senior Vice President

Chuck Rohre a Senior Vice President for Waters & Company, a *Springsted Company*. In this role, he is responsible for managing and conducting executive recruitment engagements for the firm to insure their integrity, timeliness and adherence to budget parameters. Chuck has more than 35 years of experience in managing and consulting in both the private and public sectors. He has served as Police Chief and Director of Public Safety for North Texas municipalities with populations ranging from 9,000 to 200,000 plus. Prior to beginning his consulting career, Mr. Rohre served for three years as Police Chief of Plano, Texas.

Chuck joined the firm in January 2006 following a 13-year engagement with another nationally recognized public sector search firm where he managed the Texas and Southwestern operations. He has an extensive and successful track record of completed recruitment across the nation, especially in the Midwestern and Southwestern states. Among others, he has led recruitment processes for City and Assistant City Managers, Police Chiefs, Fire Chiefs, Library Directors, Chief Information Officers, City/County Attorneys, Parks & Recreation Directors, Finance Directors and Public Works Directors. The clients range from as small as 2,500 to as large as 700,000 in population. He has also conducted management consulting assignments in a number of areas including public safety, career development and strategic planning. He has written and presented training in a variety of subject areas including personnel assessment, leadership and management skills, and career development for public sector employees.

Areas of Expertise

- Executive Recruitment
- Background Investigations
- Assessment Centers
- Career Development
- Strategic Planning
- Organizational Assessment

Professional Accomplishments and Education

Chuck received his bachelor's degree in Career Development from the Dallas campus of Abilene Christian University and his Master's degree in Human Relations and Management from the same institution. He has completed advanced management training at the Institute for Law Enforcement Administration and now serves on its adjunct faculty and advisory board. Chuck completed the Federal Bureau of Investigation's prestigious LEEDS course at Quantico, Virginia. He is a veteran of the United States Army, serving in the United States and the Republic of Viet Nam.

Charles (Chuck) Anderson

Senior Vice President

Charles (Chuck) S. Anderson is a Senior Vice President for Waters & Company, *A Springsted Company*. Prior to joining the Waters & Co., Chuck worked for local governments and non-profit organizations, including City Manager for Dallas, Texas; Executive Director for the Dallas Area Rapid Transit (DART); and Executive Director for the Michigan Education Association.

Chuck also served as Director for Local Government Reform for the International City/County Association (ICMA), managing a U.S. government contract for the planning and delivery of technical assistance to local governments in Central and Eastern Europe. His last assignment in this role with ICMA was to recruit and supervise a team of technical consultants to assist in re-building local governments in Bosnia following agreement on the Dayton Accords.

During his service with the Michigan Education Association, Chuck also served as Senior Consultant for Urban Planning and Management for Michigan State University's Institute for Public Policy and Social Research.

Areas of Expertise

- Executive Recruitment
- Leadership/Management Development
- Organizational Design
- Organizational Development

Professional Accomplishments and Education

Chuck received a Bachelor of Arts degree in political science and human resources management and a Masters of Public Administration degree from the University of Kansas. He received the prestigious L.P. Cookingham Award for Development of Young Professionals from the International City/County Management Association (ICMA) and the Minority and Women Advancement Award from the American Public Transit Association (APTA). He was also recognized as Public Administrator of the Year by the American Society of Public Administration (ASPA) and Outstanding Management Innovator (Honorable Mention) by ICMA. Chuck was recognized in 2007 with the Lifetime Achievement Award from his Public Administration Alumni Association at the University of Kansas.

Regan Brown

Project Coordinator

Regan Brown is the Project Coordinator at Waters & Company Executive Recruitment, a Springsted Company. She is responsible for supporting the lead consultants throughout the entire scope of the recruiting process, as well as providing administrative support to the Executive Vice President, Rollie Waters.

In this role, Regan coordinates communications with candidates, the handling of resumes and the distribution of candidate questionnaires. She is also responsible for providing support to candidates regarding technical and logistic issues. She assists the consultants in scheduling the semifinalist interviews, submitting profiles for background checks and education verifications and notifying the finalists. Her responsibilities extend to editing presentations and proposals, advertisement placements and general office administration.

Professional Accomplishments and Education

Previously, Regan worked in Residential Real Estate and as the Operations Manager for a publically held subprime financial services company. Coordinating between board members, executive staff and operations employees, she implemented executive initiatives at all levels of the company. Regan also served as ISO 9001 Management Representative for Halo Financial Services, LLC.; her attention to detail and her passion for efficiency allowed for a perfect audit record three years in a row. Her service leadership attitude ensures an exceptional customer service experience.

APPENDIX I
Sample Brochure

The City of Denton, Texas, a city with a championship workforce, is seeking a highly engaged, visionary and innovative law enforcement professional to serve as its next...

CHIEF OF POLICE



The Community

Denton is a unique community, blending its historic past with a dynamic and high growth environment, coupled with a diversity to give it economic viability and strength. Denton has grown from a small frontier town, founded in 1857 to a burgeoning urbanized area with a population of 113,400 (2010 est.). The historic downtown Courthouse Square is the heart of Denton; the Square and surrounding streets are vibrant and busy both day and night as a gathering place for commerce, civic events and entertainment.

Located at the northern tip of a high growth area known as "The Golden Triangle" (formed by Denton, Fort Worth and Dallas), the City is a dynamic community whose rapid growth has affected its infrastructure as well as its culture. Denton is approximately 95 square miles in territory and strategically positioned approximately 37 miles northwest of Dallas and 35 miles northeast of Fort Worth. Located on the Interstate 35 corridor at the intersection of I-35E and I-35W, Denton is 18 miles from DFW International Airport, 15 miles north of Alliance Airport and has its own airport.

Denton is a growing community with a long history as the County Seat and the major urban center for Denton County. The City is home to two state universities – the University of North Texas (UNT) and Texas Women's University (TWU), with a combined enrollment in excess of 45,000 students,

and North Central Texas College (NCTC), the oldest two-year public college in Texas. Higher education is supported by the award-winning Denton Independent School District serving 24,000 students in a 180 square mile district.

Denton has also been a driving force in organizing the Denton County Transportation Authority (DCTA), the only regional rail authority organized in an urbanizing Texas county adjoining a metropolitan area with an established transportation agency. DCTA has recently initiated rail services from Downtown Denton to Carrollton, connecting to the DART (Dallas) Green Line.

While the amenities of the major metropolitan settings in Dallas and Fort Worth are only minutes away, Denton has a variety of performing arts, cultural and entertainment opportunities within the community. Golf courses and nearby lakes offer superior outdoor recreation. The City and its surrounding area offer theater, symphony orchestras, museums and other cultural amenities. Denton also has 28 parks and over 300 acres of open space plus eight recreational facilities.

Denton offers an outstanding, family-friendly environment to the new Police Chief to live, work, and play.

Municipal Organization

The City of Denton operates under the Council-Manager form of government. The Mayor and six-member Council are elected for two year terms; four members are elected



by District and the two remaining seats and the Mayor are elected at-large. The City Manager is appointed by the Council and serves as the Chief Executive Officer for the City, ensuring that the policies of the Council are implemented and that the entire community is being served. He prepares the budget for Council's consideration; recruits, hires and supervises the local government staff; and serves as the Council's chief advisor.

The City employs 1,172 total full-time employees and has an overall budget of \$594.4 million. The City of Denton prides itself on citizen and stakeholder collaboration, leadership and innovation, and sustainable and efficient use of municipal resources. The dedication of elected and appointed officials and the commitment to a progressive government helps to coin the phrase, "Denton-North of Ordinary".

Department and Position Overview

MISSION

The mission of the Denton Police Department is to positively impact the quality of life throughout the community. To achieve these ends, the Police Department is committed to forming practical partnerships with the citizenry, which includes a mutual goal setting process aimed at resolving problems, reducing fear, preserving the peace, and enforcing the law, thereby providing a safe environment for all citizens.

The annual operating budget for the Denton Police Department (DPD) in FY 2010-2011 is approximately \$22.7 million, an increase from the previous fiscal year. DPD is comprised of 217 members, of whom 154 are sworn officers, and operates under the provisions of Texas Local Government Code, Chapter 143 ("State Civil Service") and "Meet and Confer".

The Chief of Police leads and directs the overall operations of DPD, assisted by three Captains; the Department does not have Assistant or Deputy Chiefs. The Operations Bureau consists of two geographically-based units, Operations North and Operations South, as well as Special Operations and Operations Administration, which directs Traffic, Fleet Services, Special Events, Police Reserve Unit and the Auto Pound/Wrecker Service. The Criminal Investigation Bureau consists of General Investigation, Crimes Against Persons, Crimes Against Children, Juvenile Services and Special Operations (Narcotics, Federal Narcotics Task Force and K-9). The Support Services Bureau consists of Emergency Preparedness, Animal Control Services, Records, Communications, Support Services (Jail Operations, Warrant Section, Computer Administration, and Property and Evidence). The Professional Standards Section, consisting of Training, Internal Affairs and the Personnel

Officer, reports directly to the Chief of Police.

The following chart reflects typical workload measures for the Department on an annual basis:

Measure	FY 2009-10	FY 2010-11 (Est.)
Calls for service	79,100	78,000
Traffic Accidents	2,679	2,400
Part 1 Offenses	3,602	3,600
Part 2 Offenses	5,543	5,200
Average Response Time	5:09 min.	5:08 min.
Part 1 Clearance Rate	29%	27%
Part 2 Clearance Rate	62%	60%

To address crime and maintain positive community relations, the Department actively engages the community in such initiatives as Crime Stoppers, Victims' Assistance, Citizen's Police Academy and its active Alumni association as well as neighborhood associations. The Department maintains a close relationship with the Denton Independent School District with School Resource Officers on secondary campuses.

DPD maintains a close working relationship with the Denton County Sheriff's Department, UNT and TWU police departments, the Texas Department of Public Safety, and federal task forces and agencies. To deal with exigent circumstances, the Department has a part-time Special Response Unit to deal with hostage, tactical and similar events.

This recruitment represents a replacement for a Chief who served approximately four years before voluntarily resigning to assume similar responsibilities with another public sector organization.

Current Issues

The following listing of issues and challenges are representative of the issues the new Chief will deal with in the first six to eighteen months on the job and are not intended to be comprehensive in nature.

- Growth and Development – Denton has enjoyed steady growth and will continue to develop in population and land area. This will present a resource challenge for the Department to keep pace with this growth and increased calls for service.
- Community Policing – The Denton Police Department has been a recognized leader in community policing and received honors and community acceptance for its efforts. In recent years, DPD has shifted its focus on CAMStat, followed by a return to community-based efforts in problem solving. The new Chief will need to ensure a vision for the long term is established and a balance between community connection and data-driven response is maintained.
- Technology – DPD has made significant technological progress, and the new Chief will need to maintain current technological capabilities and advocate for emerging systems, which will increase productivity and

departmental effectiveness.

- Facilities – The current police facility, while well maintained and equipped, is facing a need for expansion. DPD has proposed an expansion of the current facility for police training that is currently under consideration. The Chief will be an integral component of expansion plans. A new animal adoption center has been proposed using a combination of Animal Shelter Foundation and City funding. The City has already acquired the land for the facility, and the Foundation is collecting donations to supplement funding for the construction of the facility.
- Community Relations – Denton is a diverse, vibrant university community with many interests and social concerns. DPD has expended considerable effort and time to maintain positive community relationships and to build effective partnerships with business, homeowner and school groups. This will be a continuing opportunity and challenge for the Chief and the Department.

To learn more about the City of Denton and the Police Department, visit <http://www.cityofdenton.com>.

Candidate Profile

The Police Chief is appointed by the City Manager with concurrence of the City Council. The Chief is responsible for day-to-day operations and leadership for the Police Department and will report to one of the three Assistant City Managers.

In addition to the 113,400 residents of Denton, the Chief will be responsible for providing services to the extensive number of visitors who come to Denton for its educational institutions and the regional services it provides as the medical, retail and services hub of its North Texas region. The Chief of Police is a member of the City's senior management team and a recognized community leader. It is essential that the Chief will have strong interpersonal skills to effectively work with the leadership team, staff, Council, and the public; a strong commitment to customer service; dedication to policing which involves the community; and an understanding of the importance of managing the perceptions of public safety in the community.

The successful candidate will have broad experience in all areas of a municipal police department including patrol, criminal investigation, and administration with an established, successful record of accomplishment of effectively managing the activities and functions of a police department of comparable or larger size and complexity to DPD. Knowledge of State Civil Service or comparable personnel systems affecting police departments would be desirable, as well as experience working in a "meet and confer" or collective bargaining environment. Those candidates whose professional backgrounds include working in communities with a university or college presence are sought as well.

Involvement of the Chief of Police is an extremely important component of the City's commitment to maintaining an excellent quality of life for the community. As a result,

candidates who have an established track record of being visible in the community and accessible to citizens will receive strong consideration. Additionally, this same level of visibility and accessibility are important in developing relationships with the staff. The ideal candidate will seek a long-term relationship with the department and the community.

Additional characteristics sought include:

- A visionary leader who can bring together the various elements of the community, the Department and leadership of the City to develop a vision, direction and clear goals for the Department.
- Passion and commitment to the development and enhancement of a community-oriented policing philosophy and with the development of effective relationships between the police department and neighborhood organizations, schools, and civic/business groups.
- Knowledge of technology and data analysis for crime prevention and response to crime and traffic-related issues. An innovative, proactive, flexible and creative person who is not afraid to consider new technology, equipment, training, and police practices.
- Experience with the development of consistent, fair, and effective employee evaluation, transfer, promotion and hiring practices. Must be a fiscally responsible manager who is able to balance the needs of the Department within the financial resources of the community and with other City departmental needs.
- Experience with regional cooperation and developing/maintaining positive working relationships with other local, state, and federal law enforcement agencies.

Education & Experience

A successful candidate will have a Bachelor's degree in public administration, business administration, sociology, psychology, police administration, criminal justice, or related field from an accredited college or university. A Master's degree and completion of advanced management training such as the FBI National Academy, Southern Police Institute, Bill Blackwood Institute (LEMIT), ILEA Management College or equivalent executive level training is preferred. Ten years experience in municipal law enforcement or equivalent is required, with a minimum of five years experience in a command level position at the Lieutenant or above level; police management experience in a comparable or larger police agency is preferred.

Possession of, or ability to obtain, a valid Texas Class C driver's license within thirty days is required. The successful candidates must be eligible for certification by the Commission on Law Enforcement Officer Standards and Education at the intermediate level or its equivalent as determined by that commission.

Other preferences include outstanding communications and listening skills, management experience in a community-oriented policing environment, experience in a diverse and multicultural community and an appreciation for CompStat or similar data-driven decision and deployment models.



Compensation & Benefits

The City of Denton has established a starting salary range of the low to mid \$100's; however, the final salary will be negotiable depending on qualifications and experience. A City vehicle or car allowance will also be provided. A superior benefits package accompanies this position, including Texas Municipal Retirement System with a 2-to-1 match; an optional ICMA/RC's 457 deferred compensation plan; medical, dental, vision, life and disability insurance; vacation, sick leave, holiday, and other highly competitive benefits. The City Manager will negotiate relocation assistance with the successful candidate, if necessary.



Application & Selection Process

Qualified candidates please submit your resumé online by visiting our website at www.watersconsulting.com/recruitment

This position is open until filled; however, the first review of applications will take place on **August 5, 2011**. Following the first review date, resumé's will be screened against criteria provided in this brochure. Candidates with relevant qualifications will be given preliminary interviews with the Consultant. Those deemed qualified will be referred to the hiring authority for further consideration. Interviews in Denton will be offered by the City to those candidates named as Finalists, with reference checks, background checks and academic verifications conducted after receiving candidates' permission. For more information, please contact Chuck Rohre at crohre@watersconsulting.com or by calling (214) 466-2436 (direct) or (214) 608-7477 (mobile). Toll free: (877) 356-2924.

Applicants for this position selected as finalists will be subject to a criminal history/credit/drivers license check prior to interview. Under the Texas Public Information Act, information from your resumé may be subject to release to the public at any stage of the recruitment process.

The City of Denton is an Equal Opportunity Employer and values diversity at all level of its workforce.



WATERS-OLDANI
EXECUTIVE RECRUITMENT
A Division of The Waters Consulting Group, Inc.



Legislation Details (With Text)

File #: 14-2621 **Version:** 1 **Name:** Discuss increasing alarm permit fees
Type: Agenda Item **Status:** Agenda Ready
File created: 1/2/2015 **In control:** City Council
On agenda: 1/5/2015 **Final action:**
Title: Discuss increasing alarm permit fees.

Executive Summary

Discuss increasing alarm permit fees. Currently alarm permit fees are ten dollars (\$10) for two years. Staff suggests alarm permit fees be raised to twenty four dollars (\$24) per two year permit period, effective upon renewal.

Sponsors:

Indexes:

Code sections:

Attachments: [Alarm Permit Fee Presentation.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Discuss increasing alarm permit fees.

Executive Summary

Discuss increasing alarm permit fees. Currently alarm permit fees are ten dollars (\$10) for two years. Staff suggests alarm permit fees be raised to twenty four dollars (\$24) per two year permit period, effective upon renewal.

Background

There are currently approximately one thousand three hundred and fifty active alarms that have permits in Sachse.

Alarm permit fees are \$10 for a period of two years. It is believed that this fee has been in place since fees were initiated, many years ago. Staff suggests Council consider increasing fees.

As part of the adjustment to the alarm permit fees, citizens who renew their permit online will be billed for the permit fee on their utility bill from the City. This will save Citizens having to come to the Police Department to renew their permit. It will also greatly diminish both the amount of time staff spends on renewals and the handling of small cash transactions by both the police and finance departments.

Policy Considerations

Potential change in fees for alarm permits.

Budgetary Considerations

This potential change would increase alarm permit fees from \$10 for two years to \$24 for the same time period. There would be an increase in funds paid to the City.

Staff Recommendations

Staff suggests changing alarm permit fees to \$24 with renewal every two years.



Alarm Permit Fee Discussion Sachse City Council January 5th, 2015



Background

The City of Sachse currently has, on file, approximately 1,300 residential alarm permits. There are also approximately 50 commercial permits. The current cost of an alarm permit is \$10 for two years.

The current fees and procedures have been in place, most likely, since the creation of alarm permits.

The citizen is required to come to the Police Department every two years and renew their permit. The registration form is available online.

Alarm Fee Comparison with other Cities.

Murphy	\$25 Residential Annually \$50 Commercial Annually
Plano	\$50 Residential Annually \$100 Commercial Annually
Richardson	\$30 Residential Annually \$50 Commercial Annually
Rowlett	\$35 Residential Annually \$35 Commercial Annually
Parker	\$20 Alarm Permit Annually

Methods of Payment

- It is Staffs intent to coincide changes in payment methods with any change in fee structure.
- In the future, the citizen, after the initial application process, can renew the permit online or in person at the Police Department.
- Billing/payment will be done for the entire permit time period when the citizen applies for/renews the permit. If done online, this will occur on the citizens utility bill. This will save the citizen having to make separate trips to pay for alarm fees and will also save significant staff time with fewer payments having to be physically handled.

Discussion

- What should the annual/biennial fees be for alarm permits in Sachse Texas?



Legislation Details (With Text)

File #:	14-2572	Version:	1	Name:	Final Project Accounting - Grade Crossing Agreement with Kansas City Southern Railway
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	11/24/2014	In control:		In control:	City Council
On agenda:	1/5/2015	Final action:		Final action:	

Title: Consider a resolution of the City Council of the City of Sachse, Texas, approving the payment of thirty nine thousand three hundred seventy three dollars and eighty six cents(\$39,373.86) to Kansas City Southern Railway Company per the final project accounting of the Fifth Street Grade Crossing Improvements North of State Highway 78; and providing for an effective date.

Executive Summary

The City Council approved Resolution 3038 on March 3rd, 2008 authorizing the City Manager to execute a Grade Crossing Improvements Agreement with Kansas City Southern Railway Company. The agreement specifies the fiduciary responsibility of both parties. Kansas City Southern Railway Company completed the final project accounting for the project, and has issued an invoice to the City, in the amount of \$39,373.86, for the difference between the anticipated costs and actual costs incurred on the project.

Sponsors:

Indexes:

Code sections:

- Attachments:**
- [Exhibit A - Resolution 3038 PDF](#)
 - [Exhibit B - Grade Crossing Improvements Agreement PDF](#)
 - [Exhibit C - Final KCS Invoice PDF](#)
 - [Sachse RESO approving payment to KCS](#)
 - [Presentation - KCS Final Project Accounting](#)

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 payment of thirty nine thousand three hundred seventy three dollars and eighty six cents(\$39,373.86) to Kansas City Southern Railway Company per the final project accounting of the Fifth Street Grade Crossing Improvements North of State Highway 78; and providing for an effective date.

Executive Summary

The City Council approved Resolution 3038 on March 3rd, 2008 authorizing the City Manager to execute a Grade Crossing Improvements Agreement with Kansas City Southern Railway Company. The agreement specifies the fiduciary responsibility of both parties. Kansas City Southern Railway Company completed the final project accounting for the project, and has issued an invoice to the City, in the amount of \$39,373.86, for the difference between the anticipated costs and actual costs incurred on the project.

Background

The City Council approved Resolution 3038 on March 3rd, 2008 authorizing the City Manager to execute a Grade Crossing Improvements Agreement with Kansas City Southern Railway Company. The resolution is shown in Exhibit A. The Grade Crossing Improvements Agreement specifies the fiduciary responsibility of both parties, and is shown in Exhibit B.

Resolution 3038 identifies a not to exceed funding amount of \$556,771.00, which matches the estimated costs shown in the Grade Crossing Construction Agreement. However, the Grade Crossing Improvements Agreement states that, "Upon completion of the work, KCS shall determine the actual cost of the crossing panels, and associated costs. If that actual cost and associated costs together exceed \$556,771.00, KCS shall invoice the City for the additional amount by which the actual costs together with associated costs exceed \$556,771.00. If KCS issues such an invoice to the City, the City shall pay such invoice within sixty (60) days."

The Agreement and cost estimate included changes in train detection systems and equipment installation on the following adjacent crossings: Park Lane, 3rd Street, Ben Davis Road, and Murphy Road.

Upon completion of the project, Kansas City Southern Railway Company completed the final project accounting for the project, and issued an invoice to the City dated December 4, 2012. Kansas City Southern Railway Company sent the final invoice to an incorrect mailing address for the City. The final invoice was not received by the Engineering Department until March 2014.

The Engineering Department received the invoice in March 2014, and reviewed the documents and coordinated with KCS staff regarding the final accounting, including the itemized accounting details for both labor and materials.

A final revised invoice was issued by Kansas City Southern Railway Company to the City Engineer on October 21, 2014. The Engineering Department reviewed the final invoice received on October 21, 2014, and has found the invoice to be consistent with the itemized accounting details provided to the City. The final invoice is attached as Exhibit C.

The cost differences between the estimate and actual costs are shown in the attached invoice (Exhibit C) and were as follows:

Surface

Estimated 8/24/2006 at \$91,305.00

Installed on 2/18/2010 at \$96,282.97

Difference of \$4,977.97

Signal

Estimated on 11/27/2007 at \$465,466.00

Installed and completed on 10/1/2010 at \$499,861.89

Difference of \$34,395.89

Total

Total Estimated cost \$556,771.00

Total Installation Cost \$596,144.86

Remaining Amount Due: \$39,373.86

Policy Considerations

The Grade Crossing Improvements Agreement with Kansas City Southern Railway was approved by the City Council by Resolution 3038 and was signed by the Sachse City Manager on March 5, 2008. The agreement is valid and states the fiduciary responsibility of the City regarding actual construction costs for the improvements.

Budgetary Considerations

The roadway improvements to 5th Street north of State Highway 78 were completed through both 2006 Bond Funds and RCC Funds. Staff recommends that the payment of \$39,373.86 be made from 2006 Bond Funds.

Staff Recommendations

Staff recommends that the City Council approve a resolution of the City Council of the City of Sachse, Texas, approving the payment of thirty nine thousand three hundred seventy three dollars and eighty six cents(\$39,373.86) to Kansas City Southern Railway Company per the final project accounting of the Fifth Street Grade Crossing Improvements North of State Highway 78; and providing for an effective date.

RESOLUTION NO. 3038

Whereas, the City of Sachse has the responsibility of maintaining streets for the safety of the traveling public; and

Whereas, several streets in the City of Sachse intersect grade crossings of the Kansas City Southern Railroad; and

WHEREAS, the grade crossing at S.H. 78 and 5th Street is in need of improvements due to the intersection widening project at that location; and

WHEREAS, the City Council of the City of Sachse has given the improvements of the city's streets a top priority and has made a substantial commitment to use the city's tax dollars toward making these improvements.

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

That the City Council of the City of Sachse, Texas hereby authorizes the City Manager to execute a Grade Crossing Improvements Agreement with the Kansas City Railway Company for the installation of railroad crossing equipment and improvements at 5th Street and Highway 78 in an amount not to exceed \$ 556,771.

Duly passed and approved on this 3rd day of March, 2008.

APPROVED:


MAYOR

ATTEST:


CITY SECRETARY

GRADE CROSSING IMPROVEMENTS AGREEMENT

AGREEMENT entered into this _____ day of _____, 2008 by and between **THE KANSAS CITY SOUTHERN RAILWAY COMPANY**, a Missouri corporation called herein "KCS", and **CITY OF SACHSE, TEXAS**, to be addressed at 5560 Hwy. 78, Sachse, TX 75048, called herein "City".

WHEREAS, there is an existing public road crossing in Sachse, Texas, which crosses KCS's tracks at Fifth Street, Mile Post T-205.59 Dallas Subdivision, DOT No. 022-089-T; and

WHEREAS, City desires to modify the existing crossing; and

WHEREAS, City desires changes in train detection systems and installation of Ethernet radio communications to share train detection information between the adjacent signalized crossings at Park Lane, Third Street, Ben Davis Road and Murphy Road and crossing surface at the Fifth Street crossing; and

WHEREAS, KCS is agreeable to performing the work, but only as subject to the following terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. KCS shall provide the necessary materials and labor to perform the necessary signal work and reconstruct the grade crossing surfaces from end of tie to end of tie for the at-grade crossing of Fifth Street, DOT 022-089-T, Mile Post T-205.59, Sachse, Texas. Prior to KCS performing any work on this project, City will deposit with KCS the amount of FIVE HUNDRED FIFTY-SIX THOUSAND SEVEN HUNDRED AND SEVENTY-ONE DOLLARS (\$556,771.00) to cover the estimated cost of the signal work and surface panels, along with the estimated transportation, shipping and handling costs for the crossing panels (the "associated costs"). KCS shall be under no obligation to provide any materials or perform any labor until City's deposit has been received and cleared by KCS. Upon completion of the work, KCS shall determine the actual cost of the crossing panels and associated costs. If that actual cost and associated costs together exceed \$556,771.00, KCS shall invoice the City for the additional amount by which the actual costs together with associated costs exceed \$556,771.00. If KCS issues such an invoice to the City, the City shall pay such invoice within sixty (60) days. If the actual cost of the project, together with associated costs, is less than \$556,771.00, KCS shall determine the actual cost and associated costs of the project and advise the City thereof, and shall within sixty (60) days thereafter issue a refund to the City of the difference between the actual cost plus associated costs and \$556,771.00.

2. City, at its sole cost and expense, shall provide all necessary materials and labor to reconstruct the portions of the at-grade crossing outside the ends of ties. City will install the asphalt road approaches, drainage, pavement markings and arrange for disposal of the spoil removed from the crossings, close the roadway to all vehicular and truck traffic during construction, arrange for all construction and warning signs and barricades, and be responsible

for any required notification of the public. In doing such work, the City shall enhance or, at a minimum, shall not impair or reduce the existing drainage of water away from the track.

3. City shall furnish KCS with a certified copy of a resolution or ordinance adopted by the governing body of City of Sachse, Texas authorizing the Mayor or City Manager to execute this Agreement on behalf of City.

4. City shall be responsible for providing and paying for all traffic and pedestrian control (including but not limited to barriers and flagmen) required during the project, all in accordance with the Manual on Uniform Traffic Control Devices and other applicable safety standards, including KCS's. City and its contractors performing any work within KCS's right of way shall carry appropriate insurance which is sufficient, in the City's reasonable opinion, to fully compensate for any injury to or death of any person or for any damage to property occurring while City or its contractors are performing any work within KCS's right of way.

5. Upon completion of the work, the crossing surface, signal, flasher and gate will thereafter be maintained by KCS.

6. The City, with the cooperation of KCS, will be responsible for obtaining any required governmental authorizations, including approval of the Texas Department of Transportation. All work will be done in accordance with the Manual on Uniform Traffic Control Devices.

7. The City acknowledges that KCS's agreement herein and cooperation with the City's effort to improve the Fifth Street crossing is based on the circumstances of this existing at-grade crossing, and is without prejudice to KCS's right to object to and to oppose other expansion of or creation of other at-grade crossings.

8. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 60-250.5, 60-741.5, and 29 C.F.R. Part 470, if applicable.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate the day and year first above written.

THE KANSAS CITY SOUTHERN RAILWAY
COMPANY

Name: _____

Title: _____

Date: _____

Approved as to legal form:
David C. Reever 1-22-08
Associate General Counsel

CITY OF SACHSE, TEXAS

Name: 

Title: ALLEN BARRIOS, CITY MANAGER

Date: 3-5-08



KANSAS CITY SOUTHERN RAILWAY COMPANY

GRADE CROSSING WARNING DEVICES
SIGNAL PROJECT EVALUATION OF COST

DATE 11/27/07

**Proposed Road Widening Signal Project
at 5th STREET in SACHSE, TX**

**Project includes changes in train detection systems
and installation of ethernet radio communications
to share train detection information between the
adjacent signalized crossings shown below**

LOCATION / Mile Post & DOT No...	LOCATION TOTAL
5th Street Signal Project to include adjacent crossing work required to communicate train detection information from the new Uni-Directional GCP 4000 to be located at the 3rd Street crossing.	
5th STREET Road Widening Signal Project New Cantilevers & Gates	\$ 308,967.00
Existing Adjacent Signalized Crossings...	
PARK LANE GCP Frequency Change & new shunts	\$ 6,782.00
3rd STREET Wire in new Uni-Dirc GCP 4000 and ESSR Radio & Wag	\$ 96,127.00
BEN DAVIS ROAD Wire in new ESSR Radio & HD Linker	\$ 28,390.00
MURPHY ROAD Wire in new ESSR Radio & HD Linker	\$ 25,200.00
NOT Included... Ranch Road Signalization Project to be funded by TX/DOT	

THIS ESTIMATE OF COST IS LIMITED TO 180 DAYS FROM DATE OF ISSUANCE, KCS SHALL AUTHORIZE IT'S USE AFTER THIS TIME PERIOD OR SUBMIT A REVISED ESTIMATE OF COST

**5th STREET
SACHSE, TX**

ESTIMATED PROJECT COST
\$ 465,466.00



COMPLETION REPORT

INVOICE 982227TX0F REVISED

Bill To: 105703 - City of Sachse
ATTN: Allen Dickerson
5560 Highway 78
Sachse, TX 75048

State Project #: N/A
Resolution No. 338
Mile Post: T-205.59
DOT #: 02-089 T
Date Range: 6/30/2007 - 12/4/2012

SUMMARY OF PROJECTS:

INVOICE	DATE ISSUED	ESTIMATED AMOUNT*	AMOUNT BILLED**	AMOUNT OVER ESTIMATE	ADVANCED DEPOSIT	AMOUNT DUE
Concrete Crossing (982228)	11/29/2012	\$91,305.00	\$96,282.97	\$4,977.97	(\$91,305.00)	\$4,977.97
Signals (982227)	11/29/2012	\$465,466.00	\$499,861.89	\$34,395.89	(\$465,466.00)	\$34,395.89
TOTALS			\$596,144.86	\$39,373.86	(\$556,771.00)	\$39,373.86

Remit to:
Kansas City Southern Railway
36929 Treasury Center
c/o KCSR Mics A/R Account
Chicago, IL 60694-600

Amount Due \$39,373.86

Please Reference KCS Invoice 982227TX0F on Remittance

DIRECT BILLING INQUIRIES TO: Susan Ballard • SBALLARD@KCSOUTHERN.COM • 816-983-1891

*Copies of estimates are attached

**Please note amount billed for project 982228/Concrete Crossing was reduced by \$274.05 due to error found in Equipment

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE PAYMENT OF THIRTY NINE THOUSAND THREE HUNDRED SEVENTY THREE DOLLARS AND EIGHTY SIX CENTS (\$39,373.86) TO KANSAS CITY SOUTHERN RAILWAY COMPANY PER THE FINAL PROJECT ACCOUNTING OF THE FIFTH STREET GRADE CROSSING IMPROVEMENTS NORTH OF STATE HIGHWAY 78; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council approved resolution 3038 on March 3, 2008, authorizing the City Manager to execute a Grade Crossing Improvements Agreement with Kansas City Southern Railway Company (herein the "Agreement") for the installation of railroad crossing equipment and improvements at 5th Street and State Highway 78 in an amount not to exceed \$556,771.00; and

WHEREAS, the Agreement states the financial obligations of both the City of Sachse, Texas, and Kansas City Southern Railway Company; and

WHEREAS, in accordance with the Agreement, Kansas City Southern Railway Company has determined the actual cost of the crossing panels and associated costs, and has issued an invoice to the City of Sachse for the additional amount by which the actual costs together with associated costs exceed \$556,771.00; and

WHEREAS, the Agreement states that the City of Sachse shall pay for the actual costs in excess of \$556,771.00; and

WHEREAS, the City Council is of the opinion and finds that the City of Sachse shall make a final payment to Kansas City Southern Railway Company per the final project accounting for the Fifth Street Grade Crossing Improvements North of State Highway 78.

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 final payment to Kansas City Southern Railway Company per the final project accounting of the Fifth Street Grade Crossing Improvements North of State Highway 78 in an amount not to exceed \$39,373.86 and authorizes the City Manager to complete the 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 _____ day of _____, 2015.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary



KCS Final Project Accounting 5th Street Grade Crossing North of State Highway 78

City Council
1/5/2015

Overview

- Grade Crossing Agreement
- Construction of the crossing
- Final Project Accounting
- Final Invoice
- Staff Recommendations

Grade Crossing Agreement

- The City Council approved Resolution 3038 on March 3rd, 2008 authorizing the City Manager to execute a Grade Crossing Improvements Agreement with Kansas City Southern Railway Company for the 5th Street grade crossing north of State Highway 78
- The agreement and cost also included changes in train detection systems and equipment installation on the following adjacent crossings: Park Lane, 3rd Street, Ben Davis Road, and Murphy Road.
- Resolution 3038 identifies a not to exceed funding amount of \$556,771.00, which matches the estimated costs shown in the Grade Crossing Construction Agreement
- The estimate of \$556,771.00 was prepared in 2006-2007.
- The Grade Crossing Improvements Agreement states that, "Upon completion of the work, KCS shall determine the actual cost of the crossing panels, and associated costs. If that actual cost and associated costs together exceed \$556,771.00, KCS shall invoice the City for the additional amount by which the actual costs together with associated costs exceed \$556,771.00. If KCS issues such an invoice to the City, the City shall pay such invoice within sixty (60) days."

Construction of the Crossing



- Construction occurred in 2010-2011
- The costs involved with the project included materials, labor, and direct purchases made by KCS to their subcontractors

Final Project Accounting

- Upon completion of the project, KCS conducted an accounting exercise on the final project costs
- KCS mailed an invoice to the City, dated December 4, 2012. The invoice was sent to the wrong address, and was not received by the City.
- In March 2014, KCS contacted City Staff regarding the invoice. At this time, staff provided KCS with the correct address and received the final invoice, along with the itemized details and accounting backup for expenses.

Final Project Accounting

- Staff completed a review of the final invoice and the backup information provided by KCS, and issued comments and questions to KCS staff.
- A revised final invoice was received by the Engineering Department on October 21, 2014.
- Staff completed a review of the revised final invoice, and found it to be consistent with the itemized details and backup information provided by KCS.

Final Invoice

- The final invoice from KCS for the project includes the following:

SUMMARY OF PROJECTS:

INVOICE	DATE ISSUED	ESTIMATED AMOUNT*	AMOUNT BILLED**	AMOUNT OVER ESTIMATE	ADVANCED DEPOSIT	AMOUNT DUE
Concrete Crossing (982228)	11/29/2012	\$91,305.00	\$96,282.97	\$4,977.97	(\$91,305.00)	\$4,977.97
Signals (982227)	11/29/2012	\$465,466.00	\$499,861.89	\$34,395.89	(\$465,466.00)	\$34,395.89
TOTALS			\$596,144.86	\$39,373.86	(\$556,771.00)	\$39,373.86

Remit to:

Kansas City Southern Railway
36929 Treasury Center
c/o KCSR Mics A/R Account
Chicago, IL 60694-600

Amount Due \$39,373.86

Final Invoice – Staff review

- The 2010-2011 construction cost is \$39,373.86 higher than the initial 2006-2007 estimate (7.07% increase), including:
 - \$4,977.97 for the crossing
 - \$34,395.89 for the signals
- There was no change in scope to the project between the initial estimate and the construction of the improvements
- The cost increase appears to be related to the inflation in material and labor costs

Staff Recommendations

- Staff finds that the final revised invoice issued to the City by KCS is consistent with the itemized details and backup information provided to the City by KCS
- Staff recommends that the City Council approve a resolution of the City Council of the City of Sachse, Texas, approving the payment of thirty nine thousand three hundred seventy three dollars and eighty six cents(\$39,373.86) to Kansas City Southern Railway Company per the final project accounting of the Fifth Street Grade Crossing Improvements North of State Highway 78; and providing for an effective date.



Legislation Details (With Text)

File #: 14-2620 **Version:** 1 **Name:** Executive Session to Discuss Developer Agreement with City Attorney.
Type: Agenda Item **Status:** Agenda Ready
File created: 1/2/2015 **In control:** City Council
On agenda: 1/5/2015 **Final action:**

Title: 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.

Executive Summary

A closed session, as provided by state law, to consult with the City Attorney.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

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.

Executive Summary

A closed session, as provided by state law, to consult with the City Attorney.

Background

The existing Jackson Hills portion of the Jackson Hills/Jackson Meadows Developers Agreement cannot be construct due to permitting issues with the Army Corps of Engineers. The purpose of this item is to consult with the City Attorney on amending the agreement.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Council conduct executive session as appropriate.