



City of Sachse, Texas

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

Meeting Agenda City Council

Monday, November 2, 2015

7:30 PM

Council Chambers

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

The City Council of the City of Sachse will hold a Regular Meeting on Monday, November 2, 2015, at 7:30 p.m. in the Council Chambers at 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.

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.

[15-3088](#) Approve the minutes of the October 5, 2015 regular meeting.

Attachments: [10.05.15 Minutes](#)

[15-3090](#) Approve the minutes of the October 19, 2015 workshop meeting.

Attachments: [10.19.15 Minutes Workshop](#)

[15-3095](#) Approve the minutes of the October 19, 2015 regular meeting.

Attachments: [10.19.15 Minutes](#)

[15-3096](#) Approve the minutes of the October 21, 2015 special meeting.

Attachments: [10.21.15 Minutes Special](#)

[15-3097](#) Consider approval of the Monthly Revenue and Expenditure Report for the period ending September 30, 2015.

Attachments: [GF 9-30-15](#)
[UF 9-30-15](#)
[DS 9-30-15](#)
[SEDC 9-30-15](#)
[Sales Tax Analysis November 2015](#)

[15-3108](#) Consider a resolution casting vote for the Dallas Central Appraisal District (DCAD) Board of Directors.

Attachments: [Resolution](#)

[15-3105](#) Consider a resolution of the City Council of the City of Sachse, Texas, accepting the terms and conditions of a lease agreement by and between the City of Sachse, Texas and the City of Garland, Texas, for the installation, operation, and maintenance of a telecommunications tower facility for the P25 public safety radio system; and providing for an effective date.

Attachments: [Ground Lease RESO and AGREEMENT](#)

[Attachment 1 - Location Map](#)

[Attachment 2 - Radio Tower Proposed Work](#)

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

[15-3103](#) Proclamation declaring November 15, 2015 as America Recycles Day.

Attachments: [Proclamation](#)

[15-3104](#) Recognition of the 2015 Recycle Art Contest Winners.

[15-3100](#) Recognition of service to the City for June Danker.

[15-3089](#) Proclamation declaring November, 2015 as American Diabetes Month.

Attachments: [Proclamation](#)

[American Diabetes Fact Sheets](#)

[15-3102](#) Presentation on the Sachse Police Department's Medication Disposal Program.

Attachments: [Police Dept Medication Disposal Program](#)

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 by state law from discussing any item not posted on the agenda according to the Texas Open Meetings Act, but may take them under advisement.

4. REGULAR AGENDA ITEMS.

[15-3112](#) Conduct a public hearing to consider and act on a City-initiated request to rezone approximately 10.6 acres of land, by revising Ordinance 3567 from PD 26 to PD 32 to allow for the installation of a digital radio tower for the new Public Safety P-25 radio system, generally located at 6436 Sachse Road.

Attachments: [Council PPP 11-02-15](#)
[Ordinance \(PD-32\)](#)

[15-3107](#) Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the Agreement for Professional Services between the City of Sachse, Texas, and Cobb Fendley & Associates, Inc.; authorizing its execution by the City Manager; and providing for an effective date.

Attachments: [Resolution and Agreement - Water Tower Design](#)
[Exhibit A - Location Map](#)
[Exhibit B - CIP - Water Distribution Map](#)

[15-3106](#) Hear, discuss and consider an appeal by Sachse 95 LP, a Texas Limited Partnership, regarding the construction of public infrastructure for the proposed development located at the northeast corner of Ben Road and Pleasant Valley Road.

Attachments: [Presentation - Developer Appeal](#)
[Exhibit A - Proportionality Study](#)
[Exhibit B - Developer's Engineer Assessment](#)

[15-3099](#) Consider appointments to the City's Boards and Commissions.

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.

As authorized by Section 551.071(2) of the Texas Government Code, this meeting may be convened into closed Executive Session at any time during the City Council workshop or regular meeting for the purpose of seeking confidential legal advice from the City Attorney on any workshop or regular meeting agenda item listed herein.

Posted: October 30, 2015; 5:00 p.m.

Michelle Lewis Sirianni, City Secretary

If you plan to attend this public meeting and you have a disability that requires special arrangements at the meeting, please contact Michelle Lewis Sirianni, City Secretary, at (972) 495-1212, 48 business hours prior to the scheduled meeting date.



Legislation Details (With Text)

File #: 15-3088 **Version:** 1 **Name:** October 5, 2015 regular Council minutes.
Type: Agenda Item **Status:** Agenda Ready
File created: 10/20/2015 **In control:** City Council
On agenda: 11/2/2015 **Final action:**
Title: Approve the minutes of the October 5, 2015 regular meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [10.05.15 Minutes](#)

Date	Ver.	Action By	Action	Result
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Title
Approve the minutes of the October 5, 2015 regular meeting.

Background
Minutes of the October 5, 2015 regular meeting.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Approve the minutes of the October 5, 2015 regular meeting.

CITY COUNCIL OF THE CITY OF SACHSE

MEETING MINUTES

October 5, 2015

The City Council of the City of Sachse held a regular meeting on Monday, October 5, 2015 at 7:30 p.m. at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Mayor Pro Tem Brett Franks, Council Members Charlie Ross, Paul Watkins, Bill Adams, and Cullen King; City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; City Engineer, Greg Peters; Community Development Director, Dustin McAfee; Parks and Recreation Director, Lance Whitworth; Human Resources Director, Stacy Buckley; Fire Chief, Rick Coleman; Police Chief, Bryan Sylvester; and Finance Director, Teresa Savage. Councilman Jeff Bickerstaff was absent.

INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND STATE FLAG: The invocation was offered by Councilman Watkins and the pledges by Councilman Ross.

CONSENT AGENDA: All items listed on the Consent Agenda are considered routine and will be acted on by one motion, with no separate discussion of these items unless a council member or citizen so requests. **15-3041** Approve the minutes of the September 8, 2015 special Council meeting. **15-3040** Approve the minutes of the September 14, 2015 special workshop meeting. **15-3057** Consider receiving the Monthly Revenue and Expenditure report for the period ending August 31, 2015. **15-3037** Consider a resolution adopting the City of Sachse, Sachse Economic Development Corporation, and President George Bush Turnpike Reinvestment Zone Tax Increment Policy declaring that the City Council has completed its review of the Investment policy and investment strategies of the City.

Councilman Adams made a motion to approve items 15-3041, 15-3040, 15-3057, and 15-3037 as submitted. Councilman Ross seconded that motion and the motion was unanimously approved.

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

Councilman King commented on the success of the shot clinic held by the Sachse Animal Control. There were over 94 animals that visited the clinic.

Councilman Adams recognized the Woodbridge Homeowners for their Back the Blue Event for the Garland police officers, as well as Charles Smith and Mayor Felix for hosting a Back the Blue Event at Firefighters Park.

Mayor Felix stated that Tuesday, October 6 is National Night Out and encouraged all to get out and meet their neighbors; and Wednesday, October 7 is National Walk/Bike to school day.

15-3038 Proclamation recognizing Sachse Park Pals and Volunteers for their contributions.

Mayor Felix presented a proclamation to Mike Kellam of the Sachse Park Pals.

15-3039 Proclamation recognizing October, 2015, as National Breast Cancer Awareness Month.

Mayor Felix presented a proclamation to Martha Wolf recognizing October, 2015 as National Breast Cancer Awareness Month. Ms. Wolf is heavily involved with the area local Relay for Life.

15-3033 Recognize employees for their service to the City of Sachse.

Mayor Felix presented awards to employees in recognition of their service to the City. Teresa Savage and Sandra Ritchie for five years of service. Angel Barba and Michael Spencer for ten years of service. Chris Hall for Employee of the Quarter. Greg Peters and Michael Spencer for their time serving as Interim Community Development Director.

Gina Nash introduced Dustin McAfee, the new Community Development Director, to council and all those in attendance.

15-3042 Presentation of Texas Police Chief's Association Best Practices "Recognized" status.

Chief David James, representing the Texas Police Chiefs Association, presented to the City Council and Sachse Police Department a certificate acknowledging the Police Department as a "recognized agency", having completed the requirements of the Texas Law Enforcement Best Practices Recognition Program.

CITIZENS INPUT:

Corrine Smith, 4008 Blossom Drive, extended an invite asking local police officials and City Council to support local law enforcement to ensure officers receive positive and enduring support for all by attending an event on Tuesday, October 13 at noon. Mr. Art Thompson will be the guest speaker.

Chris Benator, 3605 Pleasant Valley Road, expressed her concern and safety for all those living on Pleasant Valley Road. Ms. Benator provided examples of items that are spilling out from the

dump trucks traveling at high speeds along this road. Ms. Benator asked council to protect the citizens, urging them to stop allowing these trucks to travel on Pleasant Valley Road.

Cathy Cobb, 3820 6th Street, stated that on Saturday, November 7 at 11 am, the Historical Society will host a Veteran's Day Event.

REGULAR AGENDA ITEMS:

15-3058 Receive and discuss staff update on water usage and take any action necessary.

Mrs. Savage provided an update regarding recent water usage. Mrs. Savage discussed the action/steps that staff has been taking over the past month, which include returning citizen calls, emails, walk-ins and home visits, meter re-reads, generating monthly consumption reports, providing daily usage reports, performing 10-gallon bucket tests, irrigation tests, and leak detections. Mrs. Savage stated the City has received two proposals in regards to a water billing audit. The scope of the audit would include collecting and processing water meter data, processing water bills according to water usage, analyzing and monitoring water usage, annual water bill evaluation and implementation, and the purchasing and selling of water from NTMWD. Mrs. Savage stated that staff will continue to review accounts/meters as time and workload allow, adjust accounts as issues are discovered or leaks confirmed, and set up payment arrangements for outstanding August balances at customer's request. Mrs. Savage stated staff is seeking feedback and/or direction from council on how they would like to proceed with a water audit.

Council discussed how many outstanding complaints were still needing to be addressed, what would be the full scope of services performed in an audit, as well as the possibility of returning to Stage 3 restrictions. Council requested to see the balance of completed investigative complaints before moving forward with an audit. Council also requested staff to gather data on the cost of meters and more specifics as part of the audit and scope of services.

Mayor Felix opened discussion to the public.

Jeff Emmett, 2519 Sandi Lane, expressed his concern over his usage, which was five times over his average. Mr. Emmett stated he called, and submitted a written notice and would like an explanation. Mr. Emmett encouraged council to focus from the top down and investigate the software being used.

Robert Wilkinson, 3418 Cedar Hill Court, expressed that he was very upset. Mr. Wilkinson stated that his bill has doubled and is even higher than his electric bill. Mr. Wilkinson has his meter checked and inquired regarding the billing system.

Corrine Smith, 4008 Blossom, stated that she feels it would be unfair to keep the city under a Stage 3 restrictions when there are residents trying to conserve water. Ms. Smith's biggest question was regarding the bonds that were issued in 1991 and how they were being used. Ms. Smith believes that smart meters are not a good idea and questions what the citizens are being mandated by.

Cathy Cobb, 6320 6th Street, stated that their bill was more than double, but questions how the meters are calibrated and/or tested. Ms. Cobb suggested having an independent auditor that would help oversee and educate the citizens.

Joe Mathis encouraged residents to monitor their water usage so that they know how much water they are using when they run the dishwasher or water their lawn, and not to rely completely on the City to do it for them.

Mrs. Nash addressed the public and council by stating that information was placed on the City website and encouraged residents to view the information being displayed as well as to call so that they could address the resident's concerns. Mrs. Nash stated the Utility Billing Department is working very hard to reach back out to everyone while still maintaining the day-to-day operations.

15-3035 Consider a resolution approving the terms and conditions of the agreement for professional services between the City of Sachse, Texas, and Lee Engineering for engineering design related to pedestrian crossing and traffic signal improvements on Miles Road.

Mr. Peters stated this item was discussed in the workshop. This item is to allow Lee Engineering to complete the engineering design for transportation improvements on Miles Road that would include the design of traffic signals at Hunters Ridge and Haverhill and to extend the left turn lane into Sachse High School. This is related to the pedestrian and vehicular traffic volume that the City is seeing in front of the high school. Mr. Peters stated that staff would be working with the engineer on the design and upon its completion, staff would work with Garland ISD and Dallas County as potential funding partners.

Mayor Pro Tem Franks made a motion to approve an agreement for professional services between the City of Sachse and Lee Engineering for engineering design related to pedestrian crossing and traffic signal improvements on Miles Road. Councilman King seconded that motion and the motion was unanimously approved.

15-3034 Consider a resolution approving the terms and conditions of the agreement for professional services between the City of Sachse, Texas and BW2 Engineers, Incorporated, to complete land surveying and preliminary engineering design for the construction of the western two lanes of Maxwell Creek Road from Keith Lane to the north city limit.

Mr. Peters stated this item is an engineering design project that is in the Capital Improvement Plan to be funded in FY 2015-2016. The lower portion of this road was recently completed. The remaining portion of Keith Lane to the north city limit remains two lanes. The proposed additional two lanes will be on the west side, which will expand it to a four lane divided roadway. There is an existing sanitary sewer lift station located immediately north of Keith Lane, very close to Maxwell Creek Road. The preliminary engineering scope included in this agreement includes an investigation of the road alignment, the existing lift station and the existing surrounding sanitary sewer mains. This information will be utilized to determine the optimal road alignment and utility scope for final design and construction. Mr. Peters stated that

the city has partnered with Collin County on this project and they will reimburse funds up to \$588,000.

Councilman Adams made a motion to approve an agreement for professional services between the City of Sachse and BW2 Engineers, Incorporated, to complete land surveying and preliminary engineering design for the construction of the western two lanes of Maxwell Creek Road from Keith Lane to the north city limit. Councilman King seconded that motion and the motion was unanimously approved.

15-3036 Conduct a public hearing and consider an ordinance amending the Comprehensive Zoning Ordinance and Map, to grant a change of zoning from an Agricultural District (AG) to a Planned Development District (PD) on an approximately 13.56 acre tract located along the west side of Merritt Road just south of Heritage Circle.

Mr. Peters stated the applicant, Paul Taylor Homes is requesting to rezone the subject property and would be comprised of single-family lots with sizes of 10,000 and 17,000 square feet. Mr. Peters stated the applicant previously submitted a zoning case for this subject property, which was recommended by the Planning and Zoning Commission for approval on March 9, 2015, and denied by City Council on April 6, 2015. The applicant has submitted a new zoning case for consideration. The new case includes a new layout which specifically addresses previous concerns regarding adjacency and lot size. Mr. Peters identified current and surrounding zoning for the subject property as well as the three zoning districts considered low density residential, which include R-10, R-12, and R-15. The proposed new layout will consist of 37 lots for single family homes, one lot is proposed for drainage retention, and access will be provided to Merritt Road via a loop road with two entrances. The development standards deviating from the R-10 zoning district include: minimum lot sizes of 10,000 and 17,000 square feet, rear yard setbacks of 25 feet, maximum height shall be two stories or 35 feet, minimum 2,500 and 3,000 square feet of dwelling space, and maximum lot coverage of 40% instead of 35%.

Mr. Peters stated that property owners within 1,000-feet were notified. Staff received 23 responses in opposition to the request and one (1) in favor. At the September 15, 2015 Planning and Zoning Commission meeting, the Commission voted 4-2 to recommend approval of the request. Citizens voiced concerns regarding traffic on Merritt Road, and requested an updated traffic count be performed. Staff did complete this request and found that the average weekday traffic volume for this time period was 8,042 vehicles per day. At 10 trips per house per day, the proposed development would add 370 vehicles per day, and increase of 4.6%.

Mr. Peters stated that staff finds the developer has increased the minimum lot size of lots 1-8 from 15,000 SF to 17,000 SF, and has matched the side lot lines for lots 1-6 with the side lot lines of Heritage Country Estates, to match the lot widths of the adjacent existing development, which is zoned R-2 (1/2 acre lots). The proposed development is consistent with the Future Land Use Plan. The Future Land Use Plan is utilized to determine appropriate future zoning and development in the City. The single-family residential lot sizes associated with the proposed Planned Development rezoning are consistent with the regulations in place that the City of Sachse uses to define low density residential development. Lots 1 through 8 exceed the size requirements for Low Density Residential. Mr. Peters noted that since 32% of properties within

200 feet of the requested zoning change wrote responses in opposition to the request, a $\frac{3}{4}$ majority vote is required for approval. Staff recommends approval of the zoning request.

Bill Dower, representative for Paul Taylor Homes presented the request to council addressing previous concerns of lot sizes, traffic flow, and home values. Mr. Dower stated that the requested zoning change meets the requirements of the City and the Comprehensive Plan. Therefore, requests approval of this plan by council.

Mayor Felix opened the public hearing.

Susan Roberts, 4830 Merritt Road, stated that she lives directly across the street and planted the blue bonnets that grow each year. She would like to keep it a rural setting and is opposed to the request.

Janis Wood, 4910 Merritt Road, is opposed. Her main concern is traffic.

Michael Carpenter, 4915 Heritage Circle, is opposed due to traffic.

Barbara Hodge, 4624 Merritt Road, stated she enjoys the rural environment and is opposed due to the traffic.

Corrine Smith, 4008 Blossom Drive, is in favor to the proposed request. She stated that having residential in this area was better than commercial, but would like to see the developer work with the city regarding placing the overhead power lines underground.

Cathy Taylor, 5114 Merritt Road, is opposed due to the traffic and what it will do to the value of their homes.

John Hodge, 4624 Merritt Road, is opposed. His concern is the size of the lots.

Jackie Eickelberger, 7121 Bailey Road, stated her concern is the traffic.

Gene Reeves, 5119 Heritage Circle, is opposed. He stated his concerns are traffic and the safety at night due to not having any lights.

Randy Hale, 5012 Merritt Road, is opposed. His concern is traffic and would like to see half acre lots.

Rhodonna Reeves, 5119 Heritage Circle, is opposed. Mrs. Reeves stated that she believes that infrastructure needs to be in place first and asked if the power lines on the property were placed underground, would that allow the property to have half acre lots.

Councilman Adams made a motion to close the public hearing. Councilman Ross seconded that motion and the motion was unanimously approved.

The Council discussed the Future Land Use Plan within the Comprehensive Plan and the surrounding zoning to this subject property and what other alternatives there could be placed on this subject property, if the developer would consider half acre lots, and addressing the lighting concerns in this area.

Councilman Adams made a motion to approve an ordinance amending the Comprehensive Zoning Ordinance and Map, to grant a change of zoning from an Agricultural District (AG) to a Planned Development District (PD) on an approximately 13.56 acre tract located along the west side of Merritt Road just south of Heritage Circle.

Councilman King requested the safety items including the street lighting at the proposed intersections be identified and that a traffic impact analysis study be completed and submitted with the engineering plans.

Councilman Adams made a motion to approve as amended. Councilman King seconded that motion and the motion was unanimously approved.

ADJOURNMENT:

At 11:07 p.m. Councilman Ross made a motion to adjourn the meeting. Councilman King seconded that motion and the motion was unanimously approved.

ATTEST:

MIKE FELIX, MAYOR

Michelle Lewis Sirianni, City Secretary



Legislation Details (With Text)

File #: 15-3090 **Version:** 1 **Name:** October 19, 2015 Council workshop minutes
Type: Agenda Item **Status:** Agenda Ready
File created: 10/21/2015 **In control:** City Council
On agenda: 11/2/2015 **Final action:**
Title: Approve the minutes of the October 19, 2015 workshop meeting.

Sponsors:

Indexes:

Code sections:

Attachments: [10.19.15 Minutes Workshop](#)

Date	Ver.	Action By	Action	Result
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Title

Approve the minutes of the October 19, 2015 workshop meeting.

Background

Minutes of the October 19, 2015 workshop meeting.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Approve the minutes of the October 19, 2015 workshop meeting.

CITY COUNCIL OF THE CITY OF SACHSE

WORKSHOP MEETING MINUTES

October 19, 2015

The City Council of the City of Sachse held a workshop meeting on Monday, October 19, 2015 at 6:30 p.m. at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Mayor Pro Tem Brett Franks, Council Members Charlie Ross, Paul Watkins, Bill Adams, Jeff Bickerstaff, and Cullen King. City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; Park and Recreation Director, Lance Whitworth; and Recreation Supervisor, Cynthia Wiseman.

Mayor Felix called the meeting to order at 6:33 p.m.

Councilman King joined the meeting at 6:44 p.m.

DISCUSSION ITEMS:

15-3086 Discuss a special events policy for the City of Sachse.

Mr. Whitworth presented this item stating some organized activities, due to their size and special requirements, may place unique demands on public resources or pose a danger to public health, safety, and welfare of the community. In order to plan for these demands on public resources, it is necessary for the city to receive advance notice of these events.

Mr. Whitworth defined a special event as a temporary event, gathering or organized activity, including but not limited to bike races, marathons, walk-a-thons, fireworks displays, concerts, parades, carnivals, or other types of races and festivals, using city-owned property.

Mr. Whitworth presented the following items for discussion:

- Should fees be charged for the event; i.e. staff, lighting, equipment, barricades and cones, etc.?
- Should the fees be different for non-profit versus profit groups?
- Do we require organizations to reside in Sachse only?
- Allow alcohol?
- We would require insurance for all events at minimum one million general commercial liability.
- Should we require organizations to notify the public?
- Parking – require organizations to gain permission when using non-city property.
- Department review – PD, FD, Parks, PW, CE, Inspections.

The Council discussed the items presented with the following consensus on each item:

- Some sort of fees should be charged based on event (a-la-carte).
- The fees should be the same for non-profit and profit groups.
- The City should not limit to just organizations within Sachse. The Council suggested having a different category for those who currently partner with the City on specific events.
- No alcohol is preferred.
- All agree with requiring insurance.
- Some sort of notification should occur, but type of notification may vary on the type of event. Samples given included: signage, reverse 911, and letters.
- Council requested staff to research an agreement the City may have with the ISD's regarding using their parking lot during non-school hours. The Council values the relationship it has with the school districts and feels when necessary, seek approval based on the event. The council also discussed using improved versus non-improved surfaces for parking.
- Council agreed with having departments review the applications, as well as liked the drafted application presented.

The council also discussed if a timeframe for submitting an application was necessary. Council would like flexibility given based on the event, but suggested having no specific timeframe up to a three to six month minimum when feasible. The council requested staff to present this item to the Park Board to receive their recommendations based on the comments given by Council, and to bring back for further discussion once more feedback was received.

ADJOURNMENT: At 7:21 p.m. Mayor Felix adjourned the meeting.

MIKE FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary



Legislation Details (With Text)

File #:	15-3095	Version:	1	Name:	October 19, 2015 Council regular minutes
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	10/23/2015	In control:		In control:	City Council
On agenda:	11/2/2015	Final action:		Final action:	
Title:	Approve the minutes of the October 19, 2015 regular meeting.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10.19.15 Minutes				

Date	Ver.	Action By	Action	Result
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Title

Approve the minutes of the October 19, 2015 regular meeting.

Background

Minutes of the October 19, 2015 regular meeting.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Approve the minutes of the October 19, 2015 regular meeting.

CITY COUNCIL OF THE CITY OF SACHSE

MEETING MINUTES

October 19, 2015

The City Council of the City of Sachse held a regular meeting on Monday, October 19, 2015 at 7:30 p.m. at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Mayor Pro Tem Brett Franks, Council Members Charlie Ross, Paul Watkins, Bill Adams, Cullen King, and Jeff Bickerstaff; City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; City Engineer, Greg Peters; Community Development Director, Dustin McAfee; Parks and Recreation Director, Lance Whitworth; Human Resources Director, Stacy Buckley; Fire Chief, Rick Coleman; Police Chief, Bryan Sylvester; and Finance Director, Teresa Savage.

INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND STATE FLAG: The invocation was offered by Councilman King and the pledges by Councilman Watkins.

CONSENT AGENDA: All items listed on the Consent Agenda are considered routine and will be acted on by one motion, with no separate discussion of these items unless a Council member or citizen so requests. **15-3067** Approve the minutes of the September 14, 2015 special Council meeting. **15-3068** Approve the minutes of the October 5, 2015 workshop meeting. **15-3085** Consider authorizing the City Manager to execute an Interlocal Agreement with the City of Garland governing access and use as a subscriber participant to the City of Garland's existing 800 MHz radio system and the future P-25 compliant digital trunked radio system. **15-3069** Consider authorizing the City Manager, after review and approval by the City Attorney, to enter into a Memorandum of Understanding (MOU) with the Garland Independent School District regarding the provision of School Resource Officer (SRO) services to GISD. **15-3073** Consider a resolution authorizing the purchase of two (2) 2016 Ford Interceptor Utility police package vehicles from Sam Pack's Five Star Ford through the Texas Multiple Schedule Contract Program ('TXMAS') in the amount not to exceed fifty two thousand dollars (\$52,000) for the City of Sachse Police Department; and providing for an effective date. **15-3075** Consider a resolution authorizing the purchase of two (2) 2016 Chevrolet Impala Limited 4-door police sedans from Freedom Auto Group through Tarrant County Bid not to exceed the budgeted funds of forty one thousand eight hundred dollars (\$41,800) for the City of Sachse Police Department; and providing for an effective date. **15-3076** Consider a resolution authorizing the purchase of one (1) 2016 Ford F-250 Chassis Cab from Sam Pack's Five Star Ford through Texas Multiple Schedule Contract Program ('TXMAS') not to exceed the budgeted funds of twenty-three thousand five hundred dollars (\$23,500) for the City of Sachse Police Department; and providing for an effective date. **15-3081** Consider a resolution approving a Clean Fleet Policy for the City of Sachse; and providing for an effective date.

Councilman Bickerstaff made a motion to approve items 15-3067, 15-3068, 15-3085, 15-3069, 15-3073, 15-3075, 15-3076, and 15-3081 as submitted. Councilman Ross seconded that motion and the motion was unanimously approved.

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

Mayor Pro Tem Franks commented on the Pumpkin Prowl and how fun it was for the children and was a really good time had for those who attended. Mayor Pro Tem Franks stated that on Saturday, December 4, the Daddy/Daughter Dance will take place at the Senior Center.

Councilman King stated that he recently checked out an audiobook through the e-books at the Library and encouraged others to use the online system and how easy it was to do. Councilman King stated that Fallfest will take place on Saturday, October 24; The Historical Society will host their Veteran's Day Event on Saturday, November 7 at 11:00 a.m.; and the Turkey Trot will take place again this year on Thursday, November 26.

Councilman Bickerstaff stated that Wednesday, October 21 the Sachse High School will compete in a Marching Band contest and encouraged residents to attend.

Mayor Felix stated that the Library will host a Halloween Party on Tuesday, October 27 at 6:00 p.m., and a pet parade at 11:00 a.m. on Thursday, October 29; Sachse Fallfest will be on Saturday, October 24; the Senior Center is hosting an AARP Smart Driving Class on Monday, November 2 at 9:00 a.m.; Thursday, December 3 at 6:30 p.m. will be the annual Tree Lighting at City Hall; and Saturday, December 12 the annual Christmas Parade and Cookies with Santa.

Mayor Felix gave a special thanks to staff and all those who participated in the Pumpkin Prowl. The City had an awesome turnout and everyone had a great time.

CITIZENS INPUT:

No comments were made.

REGULAR AGENDA ITEMS:

15-3080 Consider the application of Mustang Creek Estates for a Preliminary Plat for Mustang Creek Sachse Addition, Lots 1-2, Block A, being a total of 49.654 acres.

Mr. Peters presented the item by providing an overview of the property location. The application is for an assisted living facility, which would be known as Mustang Assisted Living Sachse. Mr. Peters discussed the current (I-1) and surrounding zoning of the subject property. The proposed use is permitted by right in the current zoning of I-1 Restricted Manufacturing and Warehouse

District. Mr. Peters outlined the proposed site layout including building location, detention pond location, parking, and utility easements. At the September 28, 2015 Planning and Zoning Commission meeting, the commission recommended approval of the proposed Preliminary Plat. Mr. Peters stated the proposed Preliminary Plat meets the requirements outlined in the City's subdivision ordinance and that the engineering plans are sufficient for the project to move forward. Therefore, staff recommends approval of the Preliminary Plat for Mustang Creek Sachse Addition.

The Council discussed the one access entry point for the public safety vehicles. Mr. Peters commented that the one access entry point has been accepted by Public Safety and that no vehicles would be able to block the entry based on the divided median at the entrance. The width of the entrance would fully accommodate the safety vehicles.

Councilman Watkins made a motion to approve the Preliminary Plat for Mustang Creek Sachse Addition as presented. Councilman Adams seconded that motion with discussion.

Cathy Cobb, 3820 6th Street, asked if there would be a deceleration lane into the property entrance, where would the trash dumpsters be located and if there would be screening, if there would be sidewalks behind the property that connected to adjacent properties, and where would the extra parking be located if it was added at a later date. Mr. Peters responded that most of these will be addressed on the Final Plat, and pointed out the location of where the extra parking spaces would be placed.

The motion was unanimously approved by Council.

15-3064 Consider authorizing the City Manager to execute a purchase order to Motorola Solutions Incorporated in the amount of \$600,361.00 for the purchase and acquisition of equipment and infrastructure related to the P-25 Digital Radio Upgrade.

Mrs. Nash introduced this item stating that it is part of the ongoing upgrade for the P-25 radio system. Mrs. Nash noted that the funds for this item will be expended throughout the year based services as they are delivered to the City.

Fire Chief Rick Coleman stated that this second and final request will authorize the City Manager to move forward with this upgrade. The purchase order is for the infrastructure, which includes dispatch consoles, receivers, and other system integration components.

Councilman Adams made a motion to authorize the City Manager to execute a purchase order to Motorola Solutions Incorporated in the amount of \$600,361.00 for the purchase and acquisition of equipment and infrastructure related to the P-25 Digital Radio Upgrade. Mayor Pro Tem Franks seconded that motion and the motion was unanimously approved.

15-3087 Consider approval of a Chapter 380 Grant Agreement made by and between the City of Sachse, Texas (the "City") and First Texas Homes, Inc. (the "Company").

Mrs. Savage presented this item stating that Council initially discussed and received background information at their September 1, 2015 meeting. Mrs. Savage stated that First Texas Homes has applied for a direct payment permit which authorizes them to self-assess and pay applicable state and local use taxes directly to the State of Texas related to selected portions of the Company's taxable purchases; the local portion of use taxes on building materials purchased for use in constructing homes within the City of Sachse will now be allocated to the City. The City will in turn grant a rebate of 0.8% of the total local use tax of 1.75% to the Company. Mrs. Savage stated that having a direct payment sales tax permit will allow First Texas Homes to file use taxes on building materials purchased rather than sales tax. Currently, the local portion of sales taxes paid on building materials goes to the city where the supplier is located; Sachse has no suppliers within the City, so Sachse does not currently receive any sales tax revenue on the purchase of those materials. The local portion of the use taxes paid by the Company will be filed with the delivery location, so Sachse will receive the local portion of those taxes. Mrs. Savage commented that if Council so desires, an allocation agreement between the City and the Sachse EDC is possible with a separate Economic Development Agreement.

Councilman Ross asked when Council could consider such agreement. Mrs. Savage responded that she would recommend waiting a few months to see how the rebates progress.

Councilman Ross made a motion to approve a Chapter 380 Grant Agreement by and between the City of Sachse and First Texas Homes. Councilman Adams seconded that motion and the motion was unanimously approved.

15-3031 Conduct a public hearing and consider an ordinance amending the Comprehensive Zoning Ordinance and Map, grant a Special Use Permit for a Retail Sales with Gas Pumps use on an approximately 1.116 acre tract of land located at the southeast corner of State Highway 78 and Woodbridge Parkway, more particularly described in Exhibit "A" and located in a Planned Development District (PD-11); providing special conditions; providing for the approval of the Site Plan attached as Exhibit "C".

Mr. Peters presented this item by providing an overview of the request. The applicant, The Dimension Group, who is representing 7-Eleven, is requesting a Special Use Permit (SUP) with gas pumps for the retail sales facility. Mr. Peters identified the project location, as well as the current and surrounding zoning. The property is currently zoned Planned Development (PD-11), which provides for a variety of land uses, including commercial retail. However, the SUP would be required for the gas pumps since a PD-11 does not specify this as an allowed use. Mr. Peters provided project information including the proposed landscaping, entrances off SH 78 and Woodbridge Parkway, building elevations, and building materials. Mr. Peters stated that notices were mailed to property owners within a 1,000 feet of the proposed project location. Of those notices, the city received seven in favor and 47 in opposition to the proposed project. The applicant did however meet with the residents from the neighboring communities to address their concerns. The Planning and Zoning Commission unanimously recommended approval at their September 15, 2015 meeting. The Commission did have several questions regarding Federal, State, and Local requirements for underground fuel storage, which staff has researched and addressed with Council. Therefore, staff recommends approval.

Mayor Felix opened the public hearing.

Don Herzog with Herzog Development, 800 E. Campbell Road, Suite 130, Richardson, TX stated that he is the owner of the property and in favor of this project. Mr. Herzog stated that this 7-Eleven has a new proto type building and will be unique to Sachse. Mr. Herzog commented that when the neighboring communities sent out emails to over 2400 residences for the meetings, only approximately two dozen people attended at each meeting. He also indicated they received approval from TxDOT in October, 2014 for the turn lanes and entrance access.

Councilman Adams made a motion to close the public hearing. Mayor Pro Tem Franks seconded that motion and the motion was unanimously approved.

Council questioned the inspection frequency of the gas pumps and the regulations set forth by TCEQ and any implications that may occur. Councilman Bickerstaff expressed concerns over the wall signage and would like to add a condition that they do not exceed two times the store frontage. Mayor Pro Tem Franks expressed that he is not a fan of the hooded turn lane entrance off SH 78. Councilman Ross asked if there would be full cut off lighting. Mr. Herzog noted the lighting would be box covered and have no infiltration and when he acquired the strip of land, TxDOT set the entrances; therefore, he matched the restrictions they set.

Councilman Bickerstaff made a motion to approve the ordinance as submitted with a condition added that the wall signs do not exceed two times the store frontage. Councilman Adams seconded that motion.

The motions passed with a 6-1 vote. Mayor Pro Tem Franks voting against.

15-3082 Discuss and consider Friends of Sachse Parks and Recreation request for Sachse area dog park sites that were denied by the Parks and Recreation Board on October 8, 2015, as well as denied by the Parks and Recreation Director. These sites include approximately two acres of 3.18 acres of open space on the Sachse Road side of the Animal Shelter and 1.5 acres of 7.43 acres of dedicated park land at Ingram Road to Industrial.

Mike Kellam, representing Friends of the Sachse Parks and Recreation introduced this item stating that the Sachse Park Pals according to their memorandum of understanding with the City, submit projects to the Parks Director to determine whether any individual project or program is consistent with the Master Plan. The determination on the dog park was that it was not consistent with the Parks Master Plan and came in at number six on the most recent citizen survey. Mr. Kellam stated that the Park Pals may appeal to the Park and Recreation Director at the next regularly scheduled Park Board Meeting. The appeal was denied by a three to one vote. The Park Pals then have the option to appeal to City Council. Mr. Kellam stated that the key question is the following: Will the Sachse citizens who joined the Sachse Park Pals organization be allowed to pursue a dog park in Sachse working with the City of Sachse? Mr. Kellam outlined the purpose of the Sachse Park Pals, project mission objectives, the two potential sites for the dog park, benefit and sponsorship levels, benefits of having a dog park, and a cost break down. Mr. Kellam stated that they believe a dog park is consistent with the Parks Master Plan due to that it

provides a variety of recreational opportunities for all age groups and is responsive to the needs and desires of Sachse citizens.

Mayor Pro Tem Franks stated that his concern is the process not the site issue and would like more information from citizens.

Mayor Felix invited citizens to speak.

Mary Saatoff, 4108 Emerson Way, is in favor of a dog park.

Diane Teman, 4904 Sachse Road, is in favor and would like Council to consider what the citizens want.

Amy Peterman, 3509 Meadow Bluff Lane stated she would like having a dog park closer to home.

A resident residing at 6311 Lake Crest stated they like the idea of having a closer option.

Niloufer Watkins, 6703 Falcon Crest Lane, stated that she serves on the Park Board and believes the dog park would help make Sachse be a little more unique.

Daryl Lynch, 1714 Cornwall Street, stated that the Park Pals is a group that obviously wants a dog park and believes that it could be accomplished by working with the City.

Tricia Lyndsey, 3718 Rockhouse Road, stated that it is good for dogs to socialize and a dog park would be a great way to get people in Sachse.

Cathy Cobb, 3820 6th Street, stated that she would like to see a way to figure out a safe way to let the dogs run.

The Council discussed the two proposed sites, the citizen survey and if those results have been updated in the Master Plan, staff resources as well as financial resources to support a dog park project. The Council agreed that they need more information regarding the project including operation and maintenance costs, as well as future discussion of the process of exploring this project.

Councilman Watkins made a motion to table item 15-3082 to date uncertain. Councilman King seconded that motion with discussion.

Councilman King asked staff what a reasonable timeframe would be to bring this item back to Council. Councilman Adams commented that he would not like to place a deadline on it in order to avoid any false expectations, but to be on staff's radar.

The vote passed unanimously.

ADJOURNMENT:

At 10:05 p.m. Mayor Felix adjourned the meeting.

ATTEST:

MIKE FELIX, MAYOR

Michelle Lewis Sirianni, City Secretary



Legislation Details (With Text)

File #:	15-3096	Version:	1	Name:	October 21, 2015 special Council minutes
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	10/23/2015	In control:		In control:	City Council
On agenda:	11/2/2015	Final action:		Final action:	
Title:	Approve the minutes of the October 21, 2015 special meeting.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10.21.15 Minutes Special				

Date	Ver.	Action By	Action	Result
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Title

Approve the minutes of the October 21, 2015 special meeting.

Background

Minutes of the October 21, 2015 special meeting.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Approve the minutes of the October 21, 2015 special meeting.

CITY COUNCIL OF THE CITY OF SACHSE

SPECIAL MEETING MINUTES

October 21, 2015

The City Council of the City of Sachse held a special meeting on Wednesday, October 21, 2015 at 6:30 p.m. at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Mayor Pro Tem Brett Franks, Council Members Charlie Ross, Paul Watkins, and Jeff Bickerstaff; City Secretary, Michelle Lewis Sirianni. Council Members Bill Adams and Cullen King were absent.

Mayor Felix opened the meeting to order at 6:33 p.m.

BOARD/COMMISSION INTERVIEWS: Conduct interviews for the following Boards and Commissions: Animal Shelter Board, Board of Adjustments, EDC, Library Board, Parks and Recreation, and the Planning and Zoning Commission.

The council conducted interviews and discussed possible appointments to each Board and Commission.

No action was taken.

ADJOURNMENT: At 9:15 p.m. Mayor Felix adjourned the meeting.

MIKE FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary



Legislation Details (With Text)

File #: 15-3097 **Version:** 1 **Name:** Monthly revenue and expenditures September 2015
Type: Agenda Item **Status:** Agenda Ready
File created: 10/27/2015 **In control:** City Council
On agenda: 11/2/2015 **Final action:**
Title: Consider approval of the Monthly Revenue and Expenditure Report for the period ending September 30, 2015.
Sponsors:
Indexes:
Code sections:
Attachments: [GF 9-30-15](#)
[UF 9-30-15](#)
[DS 9-30-15](#)
[SEDC 9-30-15](#)
[Sales Tax Analysis November 2015](#)

Date	Ver.	Action By	Action	Result
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Title

Consider approval of the Monthly Revenue and Expenditure Report for the period ending September 30, 2015.

Background

The Finance Department prepares a report each month to update the City Council regarding revenues and expenditures for the City. 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 September 30, 2015, and an analysis of sales tax receipts compared to the prior year.

Policy Considerations

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

Budgetary Considerations

September is the final month of the fiscal year, so it is expected that budgets should be near 100%; however, these reports are preliminary and unaudited and do not reflect accruals and adjusting entries.

Staff Recommendations

Approve Monthly Revenue and Expenditure Report for the period ending September 30, 2015.

City of Sachse
 Monthly Revenue and Expenditure Report
 September 30, 2015
 (Unaudited)

GENERAL FUND

100% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 100%
Revenue Summary					
Property Tax	\$ 7,700,541	\$ 6,177	\$ 7,787,870	101.13%	
Sales Tax	1,184,444	94,368	1,266,821	106.95%	
Franchise Fees	1,564,816	56,621	1,622,647	103.70%	
Licenses and Permits	527,220	73,399	735,554	139.52%	
Service Fees	614,027	64,840	930,234	151.50%	
Fines	250,000	37,707	268,459	107.38%	
Interest Income	5,000	-	9,642	192.85%	
Miscellaneous Income	174,613	21,094	185,207	106.07%	
Intergovernmental Revenue	899,864	78,802	903,677	100.42%	
Total Revenue	\$ 12,920,525	\$ 433,007	\$ 13,710,111	106.11%	
Expenditure Summary					
City Manager	\$ 407,133	\$ 22,313	\$ 405,549	99.61%	
City Secretary	189,827	16,143	173,410	91.35%	
Human Resources	292,304	28,563	273,243	93.48%	
Finance	561,910	50,416	541,635	96.39%	
Municipal Court	185,400	16,405	172,165	92.86%	
Parks & Recreation	879,087	79,416	866,870	98.61%	
Senior Programs	117,561	8,803	113,736	96.75%	
Library Services	336,608	26,175	323,695	96.16%	
Community Development	701,469	58,752	674,335	96.13%	
Streets & Drainage	1,065,773	135,963	1,096,475	102.88%	
Facility Maintenance	409,947	35,504	413,228	100.80%	
Police	3,755,414	286,221	3,643,798	97.03%	
Animal Control	177,471	15,168	177,630	100.09%	
Fire/EMS	3,319,257	198,547	3,276,231	98.70%	
Combined Services	561,690	33,578	518,299	92.27%	
City Engineer	290,568	25,066	279,244	96.10%	
Total Expenditures	\$ 13,251,419	\$ 1,037,031	\$ 12,949,542	97.72%	
Total Revenue Over/Under Expenses	\$ (330,894)	\$ (604,024)	\$ 760,569		A

Explanation of Major Variances:

A Budgeted expenditures include \$450,000 fund balance transfer to Capital Projects for P-25 radio

City of Sachse
 Monthly Revenue and Expenditure Report
 September 30, 2015
 (Unaudited)

UTILITY FUND

100% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 100%
Revenue Summary					
Water Revenue	\$ 4,135,178	\$ 754,470	\$ 5,164,838	124.90%	
Sewer Revenue	3,712,681	310,677	3,651,936	98.36%	
Fees	168,200	3,904	168,929	100.43%	
Interest Income	2,000	-	1,429	71.44%	
Miscellaneous Income	-		100		
Total Revenue	\$ 8,018,059	\$ 1,069,050	\$ 8,987,233	112.09%	
Expenditure Summary					
Utility Administration	\$ 262,207	\$ 23,344	\$ 253,511	96.68%	
Water Operations	4,252,457	150,170	4,096,591	96.33%	
Sewer Operations	3,061,482	192,338	2,924,839	95.54%	
Meter Reading	217,977	(30,198)	154,265	70.77%	
Total Expenditures	\$ 7,794,123	\$ 335,654	\$ 7,429,205	95.32%	
Total Revenue Over/Under Expenses	\$ 223,936	\$ 733,396	\$ 1,558,028		

Explanation of Major Variances:

Monthly Revenue and Expenditure Report
September 30, 2015
(Unaudited)

Debt Service Fund

100% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 100%
Revenue Summary					
Property Tax	\$ 2,964,058	\$ 2,342	\$ 2,999,355	101.19%	
Miscellaneous Receipts		\$ -	\$ 2,610		
Interest Income	1,500	-	1,074	71.59%	
Total Revenue	\$ 2,965,558	\$ 2,342	\$ 3,003,038	101.26%	
Expenditure Summary					
Fees	\$ 1,000	\$ -	\$ 806	80.60%	
Principal	1,195,000		1,195,000	100.00%	
Interest	1,762,191		1,762,191	100.00%	A
Total Expenditures	\$ 2,958,191	\$ -	\$ 2,957,997	99.99%	
Total Revenue Over/Under Expenses	\$ 7,367	\$ 2,342	\$ 45,041		

City of Sachse
 Monthly Revenue and Expenditure Report
 September 30, 2015
 (Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

100% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 100%
Revenue Summary					
Sales Tax	\$ 583,222	\$ 47,184	\$ 621,051	106.49%	
Other Income	\$ -	\$ -	\$ 1,000		
Interest Income	7,500	-	6,266	83.55%	
Total Revenue	\$ 590,722	\$ 47,184	\$ 628,318	106.36%	
Expenditure Summary					
Expenditures	586,553	62,533	443,943	75.69%	
Total Expenditures	\$ 586,553	\$ 62,533	\$ 443,943	75.69%	
Total Revenue Over/Under Expenses	\$ 4,169	\$ (15,349)	\$ 184,375		

Explanation of Major Variances:

**CITY OF SACHSE
2015/2016 SALES TAX ANALYSIS**

FY 2015	Total Sales Tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget	FY 2016	Total Sales Tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget
October	149,053	85,169	85,169	7.30%	October	156,703	89,540	89,540	7.68%
November	227,089	129,759	214,928	18.43%	November				
December	162,100	92,624	307,552	26.37%	December				
January	158,992	90,848	398,400	34.16%	January				
February	257,209	146,969	545,369	46.75%	February				
March	141,655	80,941	626,311	53.69%	March				
April	135,136	77,217	703,527	60.31%	April				
May	226,142	129,217	832,745	71.39%	May				
June	166,541	95,162	927,907	79.55%	June				
July	155,796	89,022	1,016,929	87.18%	July				
August	228,922	130,806	1,147,735	98.40%	August				
September	165,152	94,368	1,242,103	106.49%	September				
TOTAL	2,173,787	1,242,103			TOTAL	156,703	89,540		
BUDGET		1,166,444			BUDGET		1,219,518		



Legislation Details (With Text)

File #: 15-3108 **Version:** 1 **Name:** Dallas Central Appraisal District Board of Directors
Type: Agenda Item **Status:** Agenda Ready
File created: 10/29/2015 **In control:** City Council
On agenda: 11/2/2015 **Final action:**
Title: Consider a resolution casting vote for the Dallas Central Appraisal District (DCAD) Board of Directors.
Sponsors:
Indexes:
Code sections:
Attachments: [Resolution](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution casting vote for the Dallas Central Appraisal District (DCAD) Board of Directors.

Background

Every two years, in odd numbered years, all suburban cities cast their vote for one individual to the Board of Directors. There are four nominee's for this position: Mr. Loren Byers (Irving), Mr. Blake Clemens (Addison, Carrollton), Mr. Steven Gorwood (Balch Springs), and Mr. Michael Hurtt (Cedar Hill, DeSoto, Farmers Branch, Ovilla, Richardson, Sachse).

In Septeber, 2015 the Council nominated Mr. Michael Hurtt to be reconsidered for the position. Mr. Hurtt has been Sachse's choice for this position the past several years.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Approve the resolution casting vote for the DCAD Board of Directors.

Mr. Hurtt will not be in attendance.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, CASTING ITS VOTE FOR THE FOURTH MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Dallas County eligible taxing entities have expressed and approved an option which allows for representation to the Appraisal District Board of Directors (in accordance with Section 6.03 of the Texas Property Tax Code) as follows:

1. The City of Dallas shall appoint one (1) member to the Board.
2. The Dallas Independent School District shall appoint one (1) member to the Board.
3. The Dallas County Commissioners Court shall appoint one (1) member to the Board. The member appointed by the Dallas County Commissioners Court shall not be a resident of either the City of Dallas or the Dallas Independent School District.
4. Each of the incorporated cities and towns, except for the City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as the fourth member of the Board of Directors. The said cities and towns shall, from the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, the fourth member of the Board of Directors.
5. Each of the School Districts, and the Dallas County Community College District, except the Dallas Independent School District, shall have the right to nominate by an official resolution one (1) candidate as the fifth member of the Board of Directors. The said school districts shall among the nominations received appoint by a majority vote, with each school district being entitled to one (1) vote, the fifth member of the Board of Directors.

The votes required for election to the Board of Directors in 4 and 5 hereof shall be by a majority of those authorized to vote in 4 and 5 respectively and not by a majority of the quorum; and

WHEREAS, the City of Sachse does hereby cast its vote by marking the ballot below:

- | | |
|-------------------------------------|----------------|
| <input type="checkbox"/> | Loren Byers |
| <input type="checkbox"/> | Blake Clemens |
| <input type="checkbox"/> | Steven Gorwood |
| <input checked="" type="checkbox"/> | Michael Hurtt |

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

SECTION 1. That the City Council of the City of Sachse, Texas, does hereby confirm its one (1) vote for the election of Michael Hurtt as the suburban cities' representative to the Board of Directors of the Dallas Central Appraisal District.

SECTION 2. That this Resolution shall become effective immediately upon approval.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this 2nd day of November, 2015.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

APPROVED AS TO FORM:



Peter G. Smith, City Attorney
(PGS:10-29-15:TM 73994)



Legislation Details (With Text)

File #:	15-3105	Version:	1	Name:	Ground Lease for P25 Radio Tower
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	10/28/2015	In control:		In control:	City Council
On agenda:	11/2/2015	Final action:		Final action:	
Title:	Consider a resolution of the City Council of the City of Sachse, Texas, accepting the terms and conditions of a lease agreement by and between the City of Sachse, Texas and the City of Garland, Texas, for the installation, operation, and maintenance of a telecommunications tower facility for the P25 public safety radio system; and providing for an effective date.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ground Lease RESO and AGREEMENT Attachment 1 - Location Map Attachment 2 - Radio Tower Proposed Work				

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, accepting the terms and conditions of a lease agreement by and between the City of Sachse, Texas and the City of Garland, Texas, for the installation, operation, and maintenance of a telecommunications tower facility for the P25 public safety radio system; and providing for an effective date.

Background

The City of Sachse intends to enter into an Interlocal Agreement with the City of Garland, Mesquite, and Rowlett, for the creation, maintenance, and operation of the P25 radio system for public safety use. This upgrade is necessary to meet Federal guidelines. The City of Garland is managing the project and providing the construction, maintenance, and operation of the system for the partner cities.

The upgrade to a P25 radio system will require the installation of a radio tower within the City limits of the City of Sachse. The optimum site identified for the tower is the Public Works property located on Sachse Road, east of Woodbridge Parkway. (Attachment 1 - Location Map)

The City of Garland has agreed to construct the new radio tower at their cost, if the City of Sachse provides the property for the tower. This agreement identifies the terms and conditions of an agreement for the ground lease of City of Sachse property for the installation and operation of the radio tower. (Attachment 2 - Radio Tower Proposed Work)

Policy Considerations

The P25 radio system, including the proposed tower to be constructed, will benefit the public health, safety, and welfare through improved communications for Police and Fire personnel.

Budgetary Considerations

None at this time. The project funding is provided through other agreements between the City of Sachse and the City of Garland. This agreement identifies specific terms of the lease, which does not include a monetary transaction for the lease of the land.

Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, accepting the terms and conditions of a lease agreement by and between the City of Sachse, Texas and the City of Garland, Texas, for the installation, operation, and maintenance of a telecommunications tower facility for the P25 public safety radio system; and providing for an effective date.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, ACCEPTING THE TERMS AND CONDITIONS OF A LEASE AGREEMENT BY AND BETWEEN THE CITY OF SACHSE, TEXAS AND THE CITY OF GARLAND, TEXAS, FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF A TELECOMMUNICATIONS TOWER FACILITY FOR THE P25 PUBLIC SAFETY RADIO SYSTEM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sachse is the owner of real property in the City of Sachse, Texas; and

WHEREAS, the Cities of Sachse, Garland, Mesquite, and Rowlett, Texas intend to enter into an inter-local cooperation agreement for the purchase and operation and use of a P25 public safety radio system; and

WHEREAS, the City of Garland desires to locate a telecommunications tower facility for the P25 public safety radio system on property owned by the City of Sachse; and

WHEREAS, the City of Garland desires to lease the land from the City of Sachse for the construction, operation, and maintenance of the telecommunications tower facility; and

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

SECTION 1. That the Lease Agreement attached hereto as Exhibit "A" shall be approved by the City of Sachse.

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

DULY PASSED by the City Council of the City of Sachse, Texas, on the _____ day of _____, 2015.

APPROVED:

Mike Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

EXHIBIT “A” – Lease Agreement

LEASE AGREEMENT

This Lease Agreement (“Lease”) is made and entered between the City of Sachse, a Texas home-rule municipality (“Lessor”), and the City of Garland, a Texas home-rule municipality (“Lessee”)(collectively the “Parties” or each a “Party”), acting by and through their authorized representatives.

W I T N E S E T H

WHEREAS, Lessor is the owner of that certain real property in the City of Sachse, Dallas County, Texas, described in **Exhibit “A”** (the “Land”); and

WHEREAS, Lessor, Lessee and the Cities of Mesquite and Rowlett, Texas, intend to enter into an inter-local cooperation agreement for the purchase, operation and use of a P25 public safety radio system (the “ILA”); and

WHEREAS, Lessee desires to locate a telecommunications tower facility for the P25 public safety radio system (hereinafter defined as the “Facilities”) on the Land; and

WHEREAS, Lessee desires to lease the Land from the Lessor for the construction, operation and maintenance of the Facilities upon the terms and conditions set forth herein; and

WHEREAS, Lessor intends to be a user of the P25 public safety radio system, which is essential and a necessary component of providing certain vital governmental services by Sachse, including, without limitation, police, fire, emergency medical, and public works protection to ensure safe, effective, and efficient communications, and benefit the greatest number of citizens of Sachse both now and in the future;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows.

Article I. Definitions

For purposes of this Lease, the following words and phrases shall have the meanings indicated unless the context clearly indicates otherwise:

“Commencement of Construction” means that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Facilities; (ii) all necessary permits for the construction of the Facilities on the Land pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Land or the construction of the vertical elements of the Facilities has commenced.

“Completion of Construction” means that (i) the construction of the Facilities on the Land has been substantially completed; and (ii) City has conducted the final inspection thereof.

“Effective Date” means the last date of execution hereof.

“Facilities” shall have the meaning assigned by Section 3.01.

“Land” means the real property described in Exhibit “A”.

“Lease Term” or “Term” shall have the meaning assigned by Section 2.02, and shall include the Renewal Terms.

“Lessee” means City of Garland, Texas, acting by and through its City Manager, or designated representative.

“Lessor” means the City of Sachse, Texas, acting by and through its City Manager, or designated representative.

“Permitted Use” means use of the Land for the construction, reconstruction, repair, maintenance, use and operation of the Facilities, and for no other purpose or use.

“Premises” or “Leased Premises” means the Land.

“Radio System” means the P25 public safety radio system owned and operated by Lessee.

“Renewal Term” means the extension of the Initial Term as provided in Section 2.03.

Article II. Demise of Leased Premises

2.01 **Lease of Land.** Lessor, in consideration of the covenants, agreements and undertakings of Lessee as herein set forth, does hereby lease, let and demise unto Lessee, and Lessee does hereby lease from Lessor, the Land, to have and to hold for the Lease Term, all upon and subject to the terms and conditions set forth in this Lease.

2.02 **Lease Term.** The Lease Term shall commence on the Effective Date (as provided below) and shall end at midnight on the same date twenty-five (25) years thereafter (the “Initial Term”), unless sooner terminated as provided herein.

2.03 **Renewal Term.** Provided no uncured breach or event of default has occurred the Term of this Lease shall automatically renew for three (3) successive additional periods of twenty-five (25) years each (each a “Renewal Term”), on the same terms and conditions then in effect, except as expressly otherwise provided herein.

2.04 **Termination.** Lessee may not terminate this Lease so long as the Lessor is a user of the Radio System and is not in breach of any terms and conditions of the Interlocal Radio System Usage Agreement entered into between the Parties for the Lessor's use of the Radio System.

2.05 **As Is Condition.** Lessee accepts the Premises "AS IS - WHERE IS, WITH ALL FAULTS". Lessee has performed, or has been given the opportunity to perform, such inspections, investigations, studies, and tests as Lessee has deemed appropriate and Lessee has satisfied itself, without any representation or warranty on the part of Lessor or anyone acting on Lessor's behalf, that the Premises are fit and satisfactory in all respects for Lessee's purposes.

Lessee is not being charged, nor has Lessee made a security deposit for the occupancy and use of the Premises under this Lease. In consideration of the waiver of the payment of a security deposit and for other good and valuable consideration, **Lessee acknowledges that Lessor expressly disclaims and Lessee expressly waives, any warranty or representation, express or implied, including without limitation any warranty of condition, habitability, merchantability, usability, or fitness for a particular purpose of the Premises, and Lessee further acknowledges that Lessor has not made any other representations to Lessee as to whether or not the Premises are fit and satisfactory for the use intended by Lessee. Lessor disclaims responsibility as to the accuracy or completeness of any information relating to the Premises, whether provided by Lessor or otherwise. Without limiting the foregoing, Lessor makes no representations of any nature regarding the Premises and specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, past, present, or future, concerning: (i) the nature and condition of the Premises, including without limitation, the water, soil and geology, and the suitability thereof and the Premises for any and all activities and uses which Lessee may elect to conduct thereon, and the existence of any environmental substances, hazards or conditions or presence of any endangered or protected species thereon or compliance with all applicable laws, rules or regulations; (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; (iii) the compliance of the Land or its operation with any law, ordinance or regulation of any federal, state, or local governmental authority; and (iv) whether or not the Property can be developed or utilized for any purpose. For purposes hereof, "environmental substances" means the following: (a) any "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. Section 9601 et.seq., as amended, (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, Tex. Water Code, Section 26.261, et. seq., as amended, (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubrication oils, (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C.A. Section 651 et. seq., as amended, (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 et. seq., as amended, (f) asbestos, (g) polychlorinated biphenyls, (h) underground storage tanks and wells, whether empty, abandoned, capped, uncapped, filled, or partially filled with any substance, (i) any substance, the presence of which is prohibited by federal, state or local laws and regulations, and (j) any other substance which by federal, state or local laws and**

regulations requires special handling or notification of governmental authorities in its collection, storage, treatment or disposal. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

2.06 **Holdover.** If Lessee possess the Premises after the expiration of the Term without the express written consent of the Lessor, such holding shall be deemed to be a holdover tenancy from year to year under the terms and conditions set forth herein; and may be terminated by either Party upon at least thirty (30) days' written notice to the other Party.

2.07 **Rent.** Lessee shall pay Lessor as rent the amount of \$1.00 per year, in full and in advance.

2.08 **Utilities.** Lessee shall pay, during Lessee's occupancy of the Premises, for all utilities and services, if any, supplied to the Premises, and Lessee shall not cause or suffer the imposition of any lien against the Premises arising from the provision of any utility or related services. Lessee shall be responsible for all costs associated with the extension of any utilities to the Land and Facilities.

Article III. Permitted Use

3.01 **Use.** The Premises leased are to be used and occupied by Lessee solely for the purpose of installing, constructing, maintaining, upgrading, repairing, operating, inspecting, and removing a telecommunications tower facility, and appurtenant equipment for project 25 (P25) radio system to send and receive digital public safety radio transmissions (collectively the "Facilities"), and for no other uses or purposes whatsoever ("Permitted Use"). Lessee shall not use or permit the use of the Premises, or any part thereof, for any purpose other than the Permitted Use without the prior written consent of Lessor. Lessee shall not allow or permit any third parties to co-locate any facilities on the Premises nor shall Lessee permit the use of the Facilities for any purpose. Lessee may not sublet to, nor license others to use the Premises or the Facilities without the prior written consent of Lessor.

3.02 **Construction of Facilities.**

(a) Lessee shall, subject to events of Force Majeure, cause Commencement of Construction of the Facilities to occur on or before August 24, 2015; and shall, subject to events of Force Majeure, cause Completion of Construction of the Facilities to occur on or before July 13, 2016.

(b) Prior to Commencement of Construction of the Facilities, Lessee shall make, or cause to be made, application for any necessary permits and approvals required by Lessor and any applicable governmental authorities to be issued for the installation and construction of the Facilities. Lessee shall require the design, inspection and supervision of the construction and installation of the Facilities to be undertaken in accordance with Lessor standards and regulations. Prior to Commencement of Construction of the Facilities, Lessee shall submit, or cause to be submitted, plans and specifications for the Facilities, including elevations, and site

plan (and other submittals required by Lessor's ordinances and regulations) to Lessor for approval.

(c) Lessor shall be responsible for initiating an application for any necessary change to zoning for the construction and operation of the Facilities ("Zoning").

3.03 **Ownership of Facilities.** Lessor and Lessee understand, acknowledge and agree that title to the Land shall at all times during the Lease Term be vested in Lessor. Lessor and Lessee further understand, acknowledge, and agree that the Facilities and any tangible personal property located on the Leased Premises shall at all times during the Lease Term, including any Holdover tenancy period and sixty (60) days following any termination of this Lease, be owned by Lessee.

3.04 **Specific Covenants Regarding Environmental Matters.**

(a) Lessee covenants that (a) no toxic or hazardous substances, including, without limitation, asbestos and the group of organic compounds known as polychlorinated biphenyls (except such substances as are used in accordance with law), shall be generated, treated, stored or disposed of, or otherwise deposited in or located on, or released on or to the Leased Premises, including, without limitation, the surface and the subsurface waters of the Leased Premises, (b) Lessee will not engage in and will not permit any other party to engage in any activity on the Leased Premises which would cause (i) the Leased Premises to become a hazardous waste treatment storage or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1975 ("RCRA"), 42 U.S.C. § 6901, et seq., as amended, or any similar state law or local ordinance or other environmental law, (ii) a release or threatened release of a hazardous substance from or to the Leased Premises within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601 9657, as amended, or any similar state law or local ordinance or any other environmental law, or (iii) the discharge (except in accordance with applicable law) of pollutants or effluents into any water source or system, or the discharge (except in accordance with applicable law) into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., or the Clean Air Act, 42 U.S.C. §§ 7401, et seq., or any similar state law or local ordinance or any other environmental law, (c) Lessee will not permit any substance or conditions in or on the Leased Premises which might support a claim or causes of action under RCRA, CERCLA, or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements, and (d) no other ground storage tank will be located on or under the Leased Premises, except as presently exists or is approved per this Lease. As used herein, the terms "hazardous substance" and "release" shall have the meanings specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in RCRA;. provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment, provided, further, to the extent that the laws of the State of Texas establish a meaning for such terms which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

(b) In the event Lessee or Lessor is obligated by any applicable federal, state or local law, ordinance or regulation or otherwise directed by any governmental agency or authority, to

clean up, remove or encapsulate or cause the clean-up, removal, or encapsulation of any Hazardous Wastes and/or Hazardous Materials or asbestos or material containing asbestos from the Leased Premises, Lessee hereby guarantees to Lessor that Lessee (i) shall promptly undertake to arrange for such clean-up, removal and disposal in accordance with all governmental regulations, (ii) shall exercise its best efforts to insure that such clean up and removal shall be conducted in a timely and diligent manner, and (iii) hereby assumes the costs and expense, including any fines, of such clean up and removal, unless such condition is determined to have existed on the Leased Premises prior to Lessee's execution and acceptance of this Lease; in which case, Lessor shall be responsible for, and shall assume the cost and expense of, such cleanup.

(c) In the event that any lien is recorded or filed against the Leased Premises pursuant to any governmental regulations regarding Hazardous Materials, Hazardous Wastes, or Asbestos, Lessee hereby guarantees to Lessor that Lessee shall, not later than thirty (30) days following the filing of such lien, satisfy the claim and cause the lien thereunder to be discharged of record, unless such condition is determined to have existed on the Leased Premises prior to Lessee's execution and acceptance of this Lease; in which case, Lessor shall be responsible for, and shall assume the cost and expense of, satisfying the claim or causing the lien to be discharged.

3.05 **No Waste or Contamination.** Lessee shall commit no waste of the Premises and shall be responsible for any damages to the Premises caused by the activities of Lessee. Lessee shall, on the termination of this Lease, surrender the Premises clean, free of debris, and in the same condition as received, except for normal wear and tear. Lessee may not discharge any waste or hazardous materials on the Premises. Any use of fertilizers, herbicides, pesticides or other similar chemicals by Lessee shall be done in strict accordance with all applicable federal, state and local laws. Lessee shall, upon request, provide Lessor with copies of all chemical constituents and MSDS sheets prior to the application of any fertilizer, herbicide, pesticide or other chemicals to the Premises.

3.06 **Maintenance.** Maintenance of the Premises shall be at the sole expense of Lessee, and Lessor shall have no maintenance responsibility regarding the Premises whatsoever, such responsibilities being fully assumed by Lessee. Lessee shall maintain the Premises in compliance with all applicable laws. Lessee, at Lessee's own cost and expense, at all times during the Term, agrees to keep and maintain, or cause to be kept and maintained, the Premises and the Facilities in a good state of appearance and repair, reasonable wear and tear excepted. Lessee shall perform such maintenance and repair as necessary to operate the Facilities on the Premises for the Permitted Use. Without limiting the generality of the foregoing provisions of this Section, it is understood that Lessee's obligations with respect to the maintenance and repair of the Facilities and the Premises includes all of the components comprising the Facilities, the repair and replacement of all structural items, electrical and mechanical equipment, fixtures and systems, and also include all utility repairs located in, under and above the Premises, and all paving, driveways, sidewalks and parking areas. Lessor shall have no duty, obligation or liability to make any repairs, replacements, or alterations to the Premises, or any portion thereof, at any time during the term of this Lease. Lessee shall conduct regular inspections of the Facilities for compliance with health and safety standards, and for cleanliness, good order, condition, and repair.

3.07 **Marking and Lighting Requirements.** Lessee acknowledges that it shall be responsible for compliance with all tower marker and lighting requirements which may be required by state and federal law in conjunction with Lessee's installation and maintenance of Facilities under this Lease, as well as any expenses, fees or fines associated with the compliance or the non-compliance of Lessee's installation or maintenance of Facilities under this Agreement.

3.08 **No Mechanics Liens.** Lessee shall make full and prompt payment of all sums necessary to pay the costs of all installation, repairs and alterations, improvements, changes and other work done by Lessee in or to the Premises. Lessee shall not suffer or permit to be enforced against any portion of the Premises any (i) mechanic's, materialman's, contractor, subcontractor or other lien or claim arising from or in any way related to Facilities, or (ii) any other claim, mortgage, security interest, encumbrance, lien or other charge. Within thirty (30) days after recordation of any lien, encumbrance, judgment or similar item which affects the Premises in any way, Lessee shall obtain the complete discharge and release thereof at Lessee's sole expense or expenditure (without any cost being imposed upon Lessor.)

3.09 **Removal of Facilities.** Lessee shall remove the Facilities including all improvements constructed, equipment installed and operated by or on behalf of Lessee on the Premises at its sole expense within sixty (60) days following the expiration of the Term or earlier termination of this Lease, and Lessee shall repair any damage to the Premises caused by such removal and fully restore the Premises to substantially the same condition as existed prior to the commencement of the Lease Term at its sole cost and expense, ordinary wear and tear excepted.

3.10 **Liability for Loss or Damage to Property.** The Facilities, and all fixtures, improvements, and personal property placed in or on the Premises shall be at the sole risk of Lessee, the owner of such property. Lessee shall immediately notify Lessor of any and all damages resulting from, arising out of, or caused to, the Premises and Lessor property surrounding the Premises, to the extent caused by Lessee, its officers, agents, employees, contractors and invitees. Lessee shall be solely responsible for the costs and the repair of all such damages and such repairs and/or replacements shall be completed within thirty (30) calendar days in a manner acceptable to Lessor.

3.11 **Loss or Destruction of Property Leased.** If during the Lease Term, the Facilities are wholly or partially destroyed or damaged by fire, storm, explosion, earthquake or other casualty (collectively "Casualty") Lessee shall promptly repair, replace, restore and reconstruct such Facilities in a good and workmanlike manner.

Article IV. Insurance

4.01 **Lessee to Provide Insurance.** Lessee is self-insured and agrees to maintain, at all times during the Term, commencing with the date Lessor gives Lessee possession of Premises, on an occurrence basis, coverage under Lessee's self-insurance policy consistent with the following minimum limits under a private commercial insurance policy:

- (a) Commercial General Liability Insurance covering bodily injury, and for damage to property in an amount of not less than \$1 million per occurrence, with a General Aggregate limit per location of at least \$2 million.
- (b) Lessee's Legal Liability Insurance which pertains to the care custody and control of the Premises in the amount of not less than \$100,000.
- (c) Product and Completed Operations Liability Insurance sufficient to indemnify and protect Lessor from any claims related thereto.
- (d) Umbrella Liability Insurance in excess of the underlying coverage listed in Sub Clauses (a), (b), and (c) above, with limits of not less than \$3 million per occurrence/\$3 million aggregate.
- (e) Workers' Compensation/Employer's liability insurance policy in full accordance with the statutory requirements of the State of Texas and shall include bodily injury, occupational illness or disease coverage with minimum Employer's Liability limits of not less than \$1,000,000/\$1,000,000/\$1,000,000.
- (f) Automobile liability insurance covering all operations of the Lessee pursuant to this Lease involving the use of motor vehicles, including all owned, non owned and hired vehicles with minimum limits of not less than Two Million Dollars (\$2,000,000) combined single limit for bodily injury, death and property damage liability.
- (g) Builders Risk Insurance covering all buildings and other improvements located or being constructed on the Premises against loss or damage from perils covered by an all risk or special form policy in amounts not less than one hundred (100%) percent of the full insurable value of the buildings and other improvements included in the Premises.
- (h) Construction liability insurance at all times when demolition, excavation, or construction work is in progress on the Premises with limits of not less than \$100,000 for property damage and \$300,000 for one person and \$1,000,000 for one accident for personal injury and must protect Lessee and Lessor, as well as any other person or persons Lessee may designate, against all liability for injury or damage to any person or property in any way arising out of demolition, excavation, or construction work on the Premises.
- (i) With the exception of Worker's Compensation Insurance/ Employer's Liability Insurance and any Licensee Professional Liability Insurance, all insurance required pursuant to this Lease shall be endorsed to include and name Lessor, its officers, agents and employees as Additional Insureds including products/completed operations.

- (j) Certificates of Insurance and policy endorsements in a form satisfactory to Lessor shall be delivered to Lessor prior to the commencement of the use or entry of the Premises under this Lease and annually until the expiration of the Term or termination of this Lease. All required policies shall be endorsed to provide Lessor with 30 days advance notice of cancellation.
- (k) At the renewal of the required insurance policies, the Lessee shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to Lessor. In addition the Lessee shall within ten (10) business days after written request provide Lessor with Certificates of Insurance and policy endorsements for the insurance required herein. The delivery of the Certificates of Insurance and the policy endorsements to Lessor is a condition precedent to the continuation of the use and occupancy of the Facilities by the Lessee. The failure to provide valid Certificates of Insurance and policy endorsements shall be deemed a default and/or breach of this Lease. All policies must be written on a primary, non-contributory basis with any other insurance coverage and/or self-insurance maintained by Lessor, as relates to Premises and the Facilities.
- (l) All policies of insurance required to be obtained by the Lessee, its contractors, and sub-contractors pursuant to this Agreement shall be maintained with insurance carriers lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein and rated at least "A" by AM Best or other equivalent rating service.

4.02 At the time of renewal of the Term or any Renewal Term, Lessor reserves the right to require additional insurance and /or endorsements. Lessor shall notify the Lessee changes in insurance coverage and endorsements at least sixty (60) days prior to the date of such Renewal Term.

4.03 Lessee shall, cause its contractors and subcontractors, while performing work on the Premises to obtain and maintain the insurance coverage, policies and endorsements as set forth in section 4.01 above. Lessee shall cause its contractors to deliver certificates of insurance and copies of policy endorsements evidencing the required insurance to Lessee prior to Commencement of Construction of the Facilities and prior to any periods of time when Lessee's contractors are performing any work for repairs, maintenance and/or restoration of the Facilities.

Article V. Miscellaneous

5.01 **Assignment or Sublease.** Lessee shall not assign this Lease or sublet the Premises, or any part thereof, without the prior written consent of the Lessor.

5.02 **Severability.** If any term or provision of this Lease is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Lease shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or

provision, there shall be added automatically to this Lease a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

5.03 **Waiver.** Either Lessor or Lessee shall have the right to waive any requirement contained in this Lease which is intended for the waiving Party's benefit but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the Party for whose benefit such requirement is intended.

5.04 **Governing Law.** This Lease and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Lease are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Lease shall be in Dallas County, Texas.

5.05 **Paragraph Headings; Construction.** The paragraph headings contained in this Lease are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both Parties have participated in the negotiation and preparation of this Lease and this Lease shall not be construed either more or less strongly against or for either Party.

5.06 **Complete Agreement.** This Lease contains the entire agreement between Lessor and Lessee with respect to the Premises and, except as set forth herein and in written instruments executed in connection herewith, neither Lessor nor Lessee has made any agreements, covenants, warranties or representations of any kind or character, express or implied, oral or written, with respect to the Premises including, without limitation, any warranties of habitability, merchantability, workmanship, income to be derived from the Premises, expenses to be incurred in connection with the Premises or with respect to any other conditions, facts or requirements relating or pertaining to the Premises.

5.07 **Binding Effect.** Except as limited herein, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

5.08 **Counterparts.** This Lease has been executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

5.09 **Exhibits.** All exhibits to this Lease are incorporated herein by reference for all purposes wherever reference is made to the same.

5.10 **Dispute Resolution.** In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the Parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the Parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied Party to the other Party, which notice shall request a written response to be delivered to the dissatisfied Party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied Party, the dissatisfied Party shall give notice to that effect to the other Party, whereupon each Party shall appoint a person having authority over the activities of the respective Parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the Parties

shall each appoint a person from the highest tier of managerial responsibility within each respective Party, who shall then promptly meet, in person, in an effort to resolve the dispute.

5.11 **No Waiver of Immunity or Defense.** No Party, by execution of this Agreement, waives nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it, including, without limitation, immunity from liability and suit for damages to one another or to any third-party, except as otherwise provided by law.

5.12 **Relationship of Parties.** Nothing contained in this Lease shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the Parties, it being expressly understood and agreed that no provision contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of Lessor and Lessee as those terms are understood herein.

5.13 **Notice.** Any notice or demand required or desired to be given to any Party pursuant to this Agreement shall be in writing, shall be delivered to the address set forth below and shall be deemed validly served, given, delivered or made only if (i) personally delivered (including delivery by a commercially-recognized courier which provides service between the point-of-origin and the point-of-destination); (ii) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or (iii) via nation overnight courier service. Service by United States mail shall be deemed made on the date actually received.

If intended for Lessee, to:

City of Sachse, Texas
Attn: City Manager
3815-B Sachse Road
Sachse, Texas 5048

With a copy to:

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

If intended for City of Garland:

City of Garland
Attn: City Manager
PO Box 469002
Garland, Texas 75046-9002

With a copy to:

Brian C. England
Attn: City Attorney
Box 469002
Garland, Texas 75046-9002

5.14 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Lease shall survive termination.

5.15 **Conditions Precedent.** This Lease is expressly subject to and conditioned upon the following: (i) Zoning approval; (ii) ILA having been fully executed by all applicable parties; and (iii) Lessee having the right to use the Radio System pursuant to the ILA or other binding agreement.

EXECUTED as of the ____ day of _____, 2015

CITY OF SACHSE, TEXAS

By: _____
Mike Felix
Mayor

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2015, by Mike Felix, Mayor of the City of Sachse, Texas, on behalf of the City.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2015.

Typed or Printed Name of Notary
My Commission Expires: _____

EXECUTED as of the ____ day of _____, 2015

CITY OF GARLAND, TEXAS

By: _____
Bryan L. Bradford
City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2015, by Bryan L. Bradford, City Manager of the City of Garland, Texas, on behalf of the City.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2015.

Typed or Printed Name of Notary
My Commission Expires: _____

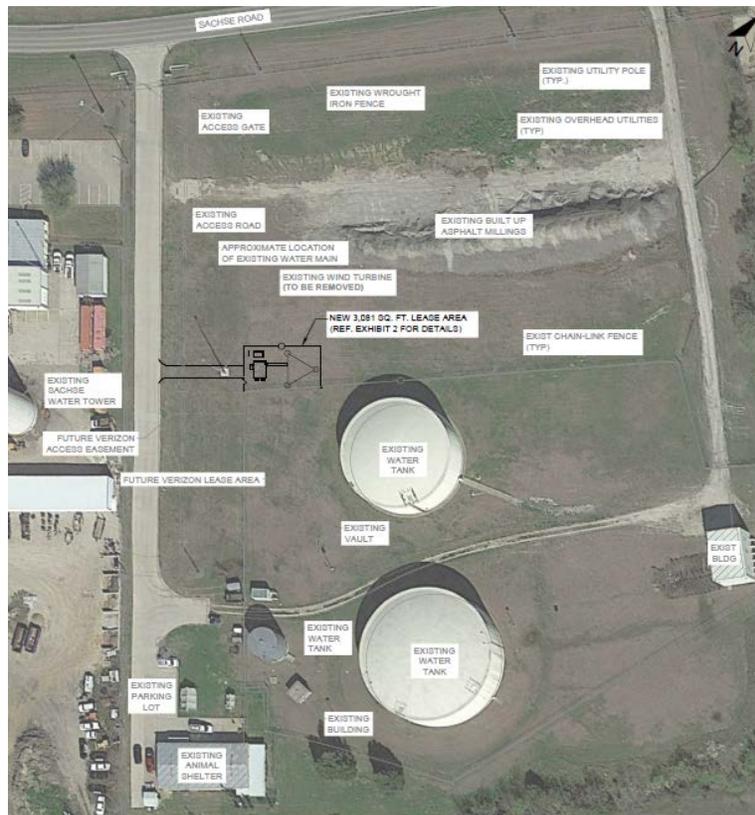
EXHIBIT A

Sachse Water Tower Site located at 6420 Sachse Road, Sachse, TX 75048

As part of the new P25 Trunked Radio System, a new tower site will be constructed at the Sachse Water Tower site. This will include construction of a new 300' self-support tower and equipment shelter.

The work proposed at this site is summarized below:

- Engineering services for site drawings and regulatory approvals.
- Zoning services.
- New fenced compound/expansion size – up to 80-foot x 80-foot.
- New sliding gate with card access.
- Clearing type – light.
- New road (gravel).
- New electrical service type – Overhead, -200 amp - 120/240-volt.
- New shelter size – 12-foot x 16 -foot.
- New fuel tank size – 693 gallons, Type – Diesel sub-base.
- New generator size – 50 kW, Type – Outdoor.
- New tower to be used for antennas – 300-foot self-supported
- New tower foundation
- Installation of RF and microwave antennas



Proposed P-25 Radio Tower Site

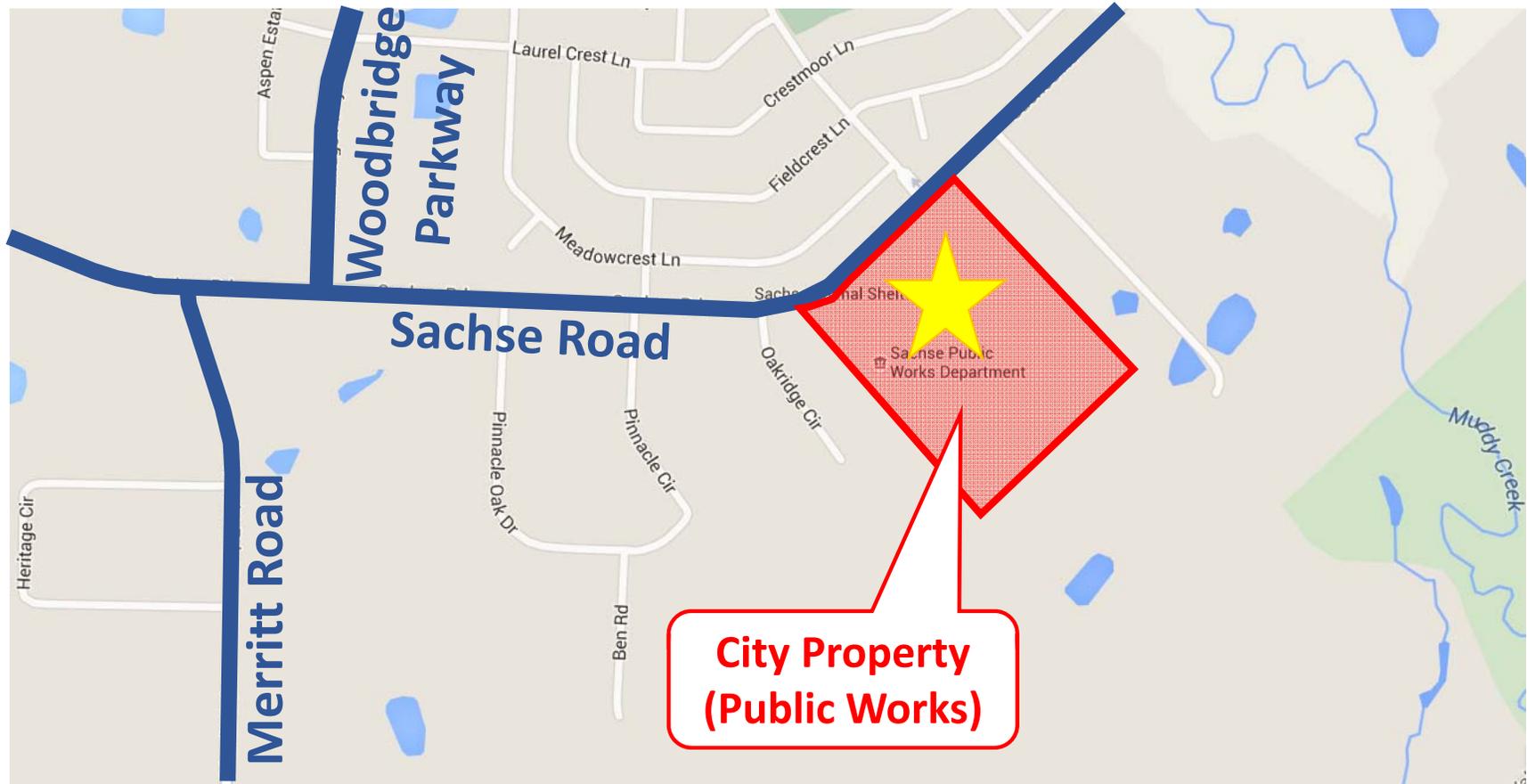


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Sachse Water Tower Site located at 6420 Sachse Road, Sachse, TX 75048

As part of the new P25 Trunked Radio System, a new tower site will be constructed at the Sachse Water Tower site. This will include construction of a new 300' self-support tower and equipment shelter.

The work proposed at this site is summarized below:

- Engineering services for site drawings and regulatory approvals.
- Zoning services.
- New fenced compound/expansion size – up to 80-foot x 80-foot.
- New sliding gate with card access.
- Clearing type – light.
- New road (gravel).
- New electrical service type – Overhead, -200 amp - 120/240-volt.
- New shelter size – 12-foot x 16 -foot.
- New fuel tank size – 693 gallons, Type – Diesel sub-base.
- New generator size – 50 kW, Type – Outdoor.
- New tower to be used for antennas – 300-foot self-supported
- New tower foundation
- Installation of RF and microwave antennas





Legislation Details (With Text)

File #:	15-3103	Version:	1	Name:	America Recycles Day 2015
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	10/28/2015	In control:		In control:	City Council
On agenda:	11/2/2015	Final action:		Final action:	
Title:	Proclamation declaring November 15, 2015 as America Recycles Day.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Proclamation				

Date	Ver.	Action By	Action	Result
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Title

Proclamation declaring November 15, 2015 as America Recycles Day.

Background

This will be the fourth year that the City of Sachse celebrates America Recycles Day. The Library will host a Story Time on November 12, at 11 am. During this Story Time, Park Board members will read stories about recycling and will also be giving out recycling items to the participants. An informational table is set up at the Sachse Library where library patrons can view helpful information regarding recycling and we are also posting daily recycling tips on Facebook to promote the importance of recycling not only in our parks but also in the community.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Proclaim November 15, 2015 as America Recycles Day.

The Parks and Recreation Department will be accepting the Proclamation.

PROCLAMATION

WHEREAS, the City of Sachse recognizes the importance of protecting and preserving our natural resources and adopting conscientious habits that will improve our daily lives and bring about a cleaner, safer, and more sustainable environment; and

WHEREAS, although there has been a significant increase in the amount of recycling in Sachse to date, we must also continue to focus on other initiatives such as waste reduction, composting, the reuse of products and materials, and purchasing recycled products; and

WHEREAS, by encouraging businesses, state agencies, nonprofit organizations, schools and individuals to celebrate America Recycles Day 2015, we can further promote recycling as an environmentally efficient and economically smart habit; and

WHEREAS, it is important that all Sachse citizens become involved in recycling activities and learn more about the many recycled and recyclable products available to them as consumers; it is also fitting for the City of Sachse to celebrate America Recycles Day 2015 and take action by educating citizens about the recycling options available in our community;

NOW, THEREFORE pursuant to the powers vested in me as Mayor of the City of Sachse, I do hereby proclaim;

November 15, 2015 as "America Recycles Day" in the City of Sachse, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 2nd day of November, 2015.

Mike J. Felix
Mayor



Legislation Details (With Text)

File #:	15-3104	Version:	1	Name:	Recycle Art Contest Winners 2015
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	10/28/2015	In control:		In control:	City Council
On agenda:	11/2/2015	Final action:		Final action:	
Title:	Recognition of the 2015 Recycle Art Contest Winners.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Title

Recognition of the 2015 Recycle Art Contest Winners.

Background

This will be the fourth year that the City of Sachse celebrates America Recycles Day. In addition to the America Recycles Day Proclamation, Story Time at the library on November 12, and education materials online and at the Sachse Library, we challenged students at Cheri Cox Elementary to come up with a piece of artwork that was made from recycled materials. Rules were not set for this contest other than all artwork should be made from recycled materials such as old magazines, boxes, scrap paper, etc. All of the students did an excellent job on creating masterpieces from recycled materials. Today, we would like to recognize one student from each grade that was chosen as the winner from their grade for the best recycled art project.

The art contest winners projects are on display in the rotunda of City Hall. They will be moved to the Library and left on display until the November 12th Story Time.

- Kindergarten Winner: Renata Saucedo
- 1st Grade Winner: Dalton Dunn
- 2nd Grade Winner: Deborah Perez
- 3rd Grade Winner: Raven Matchkus-Qualls
- 4th Grade Winner - Miriam Stone

Jennifer Wiseman, Assitant Principal with Cheri Cox Elementary will be accepting on behalf of the children that are not in attendance.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

None.



Legislation Details (With Text)

File #:	15-3100	Version:	1	Name:	Recognition of service to the City.
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	10/28/2015	In control:		In control:	City Council
On agenda:	11/2/2015	Final action:		Final action:	
Title:	Recognition of service to the City for June Danker.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Title

Recognition of service to the City of Sachse for Mrs. June Danker.

Background

June Danker is retiring as the Public Works Secretary after 14 years of loyal service to the City. In addition to the Public Works Department, June has also worked in several city departments, including Records, Police and City Secretary. This item is to recognize her contributions and commitment to the City of Sachse.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Recognition of service to June Danker.



Legislation Details (With Text)

File #:	15-3089	Version:	1	Name:	American Diabetes Proclamation
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	10/20/2015	In control:		In control:	City Council
On agenda:	11/2/2015	Final action:		Final action:	
Title:	Proclamation declaring November, 2015 as American Diabetes Month.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Proclamation American Diabetes Fact Sheets				

Date	Ver.	Action By	Action	Result
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Title

Proclamation declaring November, 2015 as American Diabetes Month.

Background

Each year the council has recognized November as American Diabetes Month.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Present Proclamation to Ms. Alena Jefferson-Shelbia.

PROCLAMATION

WHEREAS, in the United States, nearly 30 million people including approximately 2,695,739 people in the state of Texas have diabetes, a serious disease with potentially life-threatening complications such as heart disease, stroke, blindness, kidney disease and amputation; and

WHEREAS, an additional 86 million people in the United States are at risk for developing type 2 diabetes; and

WHEREAS, recent estimates project that as many as one in three American adults will have diabetes by 2050 if current trends continue; and

WHEREAS, an increase in community awareness is necessary to put a stop to the diabetes epidemic.

NOW, THEREFORE pursuant to the powers vested in me as Mayor of the City of Sachse, I do hereby proclaim;

November, 2015 as "American Diabetes Month" in the City of Sachse, Texas. I encourage all Americans to recognize American Diabetes Month and be part of the American Diabetes Association's Stop Diabetes® movement to confront, fight, and, most importantly, change the future of this deadly disease.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 2nd day of November, 2015.

Mike J. Felix
Mayor



AMERICAN DIABETES MONTH® 2015 | MESSAGES & FACT SHEET

Theme

Eat Well, America!sm

This year's theme for American Diabetes Month® is "Eat Well, America!sm" As the American Diabetes Association® celebrates its 75th anniversary, we want to share a timeless message—that eating well is one of life's greatest pleasures, and enjoying delicious, healthy food helps with diabetes management. This November, the Association will show our nation how easy and joyful healthy eating can be.

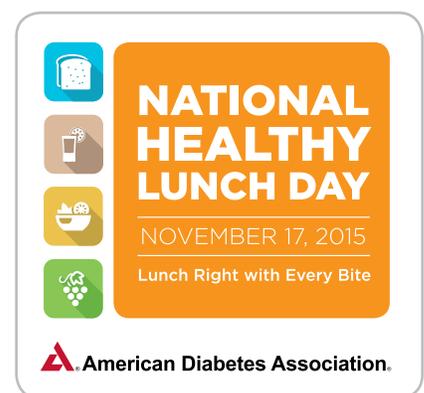
Each week, the Association will share nutritious recipes selected by noted chefs and cookbook authors for every meal of the day, including snacks and special occasion treats. Not only that, but we'll teach you how to choose, prepare, serve and eat healthy food that is both delicious and nutritious. From tip sheets to shopping lists, we'll help you make healthy eating a fun and easy part of your daily life.

As the Association marks its 75th anniversary, we lead the conversation that helps those living with diabetes and those looking to live a healthier lifestyle achieve health and wellness every single day. Everyone deserves to enjoy food that makes them feel happy, strong and empowered, and the Association will inspire people to eat well while also successfully managing their diabetes.

Tune in for upcoming recipes, and be sure to share them with friends and family. It's a great way to put good food and good health on the table.

Messages

1. **Eat Well, America!** *This year's theme for American Diabetes Month in November.*
 - a. Eating well means more than eating healthy. Eating well means savoring food that is delicious, nutritious and simple to prepare.
 - b. The American Diabetes Association will show people living with diabetes and others who want to lead a healthy lifestyle how to enjoy foods that are both delicious and nutritious.
 - c. We will inspire Americans to eat well by equipping them with tips for planning and preparing healthy meals on their own.
 - d. Diabetesforecast.org/adm and 1-800-DIABETES are the go-to resources offering meal planning, shopping tips, grocery lists, chef's preparation secrets and delicious recipes.
 - e. The Association is leading the conversation that helps the nearly 30 million Americans living with diabetes and the 86 million Americans with prediabetes, as well as their loved ones, achieve health and wellness every single day.
2. **Healthy Eating from Start to Finish:** *The Association will show Americans how to eat healthy from start to finish, without sacrificing flavor.*
 - a. Every week in November, the Association will introduce recipes for every meal, including snacks and recipes for the holidays and other special occasions, when indulgences can present a challenge to your healthy eating plan.
 - b. The Association will include seasonal recipes and tips from noted cookbook authors and chefs to give Americans the extra boost to incorporate healthy eating into their everyday lives.
 - c. We will address the start-to-finish steps that empower people to put together a healthy meal that tastes good and is good for you and your family:
 - i. **Planning and shopping** tips will include mapping out a shopping trip, creating a shopping list and choosing budget-friendly ingredients.
 - ii. **Preparation and cooking** tips will include tools and techniques that guarantee recipe success.
 - iii. **Plating and serving** tips will guide people with simple steps to create a healthy, nutritious and appealing plate of food—whether at home or dining out.
 - iv. **Complete nutrition information** for every recipe so that people can decide which dishes suit them best, based on their diabetes management plan and personal tastes.
3. **Lunch Right with Every Bite!** *On National Healthy Lunch Day, the Association's annual celebration of nutritious eating, we will spotlight what healthful, simple and enjoyable meals look like.*
 - a. This year we'll celebrate National Healthy Lunch Day on Nov.17, when we encourage everyone to "lunch right with every bite" and make better food choices to counter expanding waistlines, low energy and rising rates of type 2 diabetes and obesity-related illness. To start, let's do lunch—a healthy lunch.
 - b. On this day, we will ask Americans to make or buy a healthy lunch and encourage employers and restaurants to provide healthy alternatives.
 - c. In addition, we'll ask people to share their healthy lunch photos using the hashtag #MyHealthyLunch to create social media buzz. Our fans and followers will inspire their friends and family to make healthy lunch choices that best fit their lifestyle.



Eat Well, America! Calendar

Week One (11/1–11/7): Breakfast

Delicious breakfast recipes that motivate you to get your busy day off to the right start.

Week Two (11/8–11/14): Snacks

Easy and satisfying snack recipes that make the walk past the vending machine a breeze.

Week Three (11/15–11/21): Lunch, Including National Healthy Lunch Day

Lunch recipes that get you through the midday hump and keep you on track through the rest of the day.

Week Four (11/22–11/28): Dinner

Seasonal dinner recipes that ensure you don't miss out on the autumn and holiday flavors you love.

Week Five (11/29–12/5): Special Occasion Foods

Healthy special occasion options, including sweets, so you never feel deprived of your favorite treats and stay on track with good nutrition.

American Diabetes Month Facts and Figures

Prevalence

- » Diabetes affects nearly 30 million children and adults in the U.S. today—nearly 10 percent of the population.
- » Another 86 million Americans have prediabetes and are at risk for developing type 2 diabetes.
- » Recent estimates project that as many as 1 in 3 American adults will have diabetes by 2050 unless we take steps to Stop Diabetes®.
- » Every 19 seconds someone in the U.S. is diagnosed with diabetes.
- » African Americans and Hispanics are almost twice as likely to have diabetes as non-Hispanic whites.

The Toll on Health

- » Diabetes nearly doubles the risk for heart attack and for death from heart disease.
- » Diabetes is the leading cause of kidney failure.
- » Diabetes is the leading cause of new cases of blindness among working-age adults.
- » The rate of amputation for people with diabetes is 10 times higher than for people without diabetes.
- » Roughly 60 to 70 percent of people with diabetes have mild to severe forms of nerve damage that could result in pain in the feet or hands, slowed digestion, sexual dysfunction and other nerve problems.

Cost of Diabetes

- » The American Diabetes Association estimates that the total national cost of diagnosed diabetes in the U.S. is \$245 billion.
 - » Direct medical costs reach \$176 billion and the average medical expenditure among people with diabetes is more than two times higher than those without the disease.
 - » Indirect costs amount to \$69 billion (disability, work loss, premature mortality).
- » 1 in 10 health care dollars is spent treating diabetes and its complications.
- » 1 in 5 health care dollars is spent caring for people with diabetes.

The Burden of Diabetes in Texas



Diabetes is growing at an epidemic rate in the United States. According to the Centers for Disease Control and Prevention (CDC), nearly 30 million Americans have diabetes and face its devastating consequences. What's true nationwide is also true in Texas.

Texas's diabetes epidemic:

Approximately **2,695,739** people in Texas, or 14.0% of the population, **have diabetes**.

- Of these, an estimated **663,000** have **diabetes but don't know it**, greatly increasing their health risk.
- In addition, **6,884,000** people in Texas, 37.2% of the adult population, **have prediabetes** with blood glucose levels higher than normal but not yet high enough to be diagnosed as diabetes.
- **Every year** an estimated **132,000** people in Texas are diagnosed with **diabetes**.

Diabetes costs an estimated \$23.7 billion in Texas each year.

The horrific complications include heart disease, stroke, amputation, end-stage kidney disease, blindness – and death.

Diabetes is expensive:

People with diabetes have **medical expenses approximately 2.3 times higher** than those who do not have diabetes.

- Total **direct medical expenses** for diagnosed and undiagnosed diabetes, prediabetes and gestational diabetes in Texas was estimated at **\$18.2 billion** in 2012.
- In addition, another **\$5.5 billion** was spent on **indirect costs** from lost productivity due to diabetes.

Improving lives, preventing diabetes and finding a cure:

In 2014, the **National Institute of Diabetes and Digestive and Kidney Diseases** at the National Institutes of Health invested **\$18,667,655** in diabetes-related research projects in Texas.

The **Division of Diabetes Translation** at the CDC spent **\$442,417** on diabetes prevention and educational programs in Texas in 2014.

Since 2005, the **American Diabetes Association** has provided **\$25,529,974** in targeted diabetes research projects, career development grants and clinical scholarships in Texas.

Sources include:

- 2012 diagnosed and 2010 new cases of diabetes estimates are per the Centers for Disease Control (CDC) Diabetes Atlas National Surveillance System.
- Estimates for 2012 undiagnosed diabetes, prediabetes and costs of diabetes are per Dall, Timothy M., et al., "The Economic Burden of Elevated Blood Glucose Levels in 2012", Diabetes Care, December 2014, vol. 37.
- Funding sources include NIH/NIDDK Research Portfolio Online Report Tool, U.S. Department of Health & Human Services; CDC Funding Data and Profile, Grant Funding by State; and the American Diabetes Association Funded Research History, 2005 to Present.



Legislation Details (With Text)

File #:	15-3102	Version:	1	Name:	Medication Disposal Program
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	10/28/2015	In control:		In control:	City Council
On agenda:	11/2/2015	Final action:		Final action:	
Title:	Presentation on the Sachse Police Department's Medication Disposal Program.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Police Dept Medication Disposal Program				

Date	Ver.	Action By	Action	Result
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Title

Presentation on the Sachse Police Department's Medication Disposal Program.

Background

The Sachse Police Department has participated in the Drug Enforcement Agency's Drug Take Back initiative since 2011. Twice a year citizens are allowed to dispose of unwanted or expired medication. At each event the department collects, on average, 230 pounds of medication. Although funding has been approved for the initiative again this year, future funding is uncertain. The department desires to make this service available to our citizens on an ongoing basis and has purchased a receptacle for this purpose.

Policy Considerations

A policy governing the program, including collection, documentation, security and disposal has been adopted by the department.

Budgetary Considerations

The purchase of the depository unit (\$695.00) was funded through the use of seizure funds awarded to the police department.

Staff Recommendations

N/A.

Sachse Police Department Medication Disposal Program



DEA Drug Takeback

- The Sachse Police Department has participated in the Drug Enforcement Administration (DEA) national takeback initiative since 2011.
- On average 230 pounds of unused/expired medication collected.
- Future funding uncertain.



Enhanced Service

- The department has purchased a medication depository available to our citizens 365 days a year.
- Provides a safe place for medication disposal to help eliminate:
 - Medication abuse/misuse by others
 - Accidental overdose by children
 - Contamination of ground water
 - Accidental ingestion by animals





✓ Yes Accepted

- Prescription Medications
- Over the Counter Medications
- Vitamins
- Pet Medications
- Medication Samples

Not Accepted ✗

- Needles
- Aerosol Inhalers
- Thermometers
- Lotions or Liquids
- Illegal Drugs







Legislation Details (With Text)

File #: 15-3112 **Version:** 1 **Name:** PD 26 Revision (Tower) - Council
Type: Agenda Item **Status:** Agenda Ready
File created: 10/30/2015 **In control:** City Council
On agenda: 11/2/2015 **Final action:**
Title: Conduct a public hearing to consider and act on a City-initiated request to rezone approximately 10.6 acres of land, by revising Ordinance 3567 from PD 26 to PD 32 to allow for the installation of a digital radio tower for the new Public Safety P-25 radio system, generally located at 6436 Sachse Road.

Sponsors:
Indexes:
Code sections:
Attachments: [Council PPP 11-02-15 Ordinance \(PD-32\)](#)

Date	Ver.	Action By	Action	Result
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Title

Conduct a public hearing to consider and make recommendation on a City-initiated request to rezone approximately 10.6 acres of land, by revising Ordinance 3567 from PD 26 to PD 32 to allow for the installation of a digital radio tower for the new Public Safety P-25 radio system, generally located at 6436 Sachse Road.

Background

The City of Sachse is in the process of installing a digital radio tower for the P-25 radio system at 6436 Sachse Road, which is property that the City owns and is currently home to Public Works and the Animal Shelter. The PD revision allows for the installation of the radio tower, which is approximately 300' in height.

The current PD, approved by the City Council in 2014, allows for the installation of a commercial communication tower not to exceed 150' in height and has base zoning of Agriculture (AG) and Single Family (R1). The Future Land Use Plan (FLUP) indicates a Public land use category, which supports the proposed land use and zoning request for a municipal facility.

Project Information

- Tower's origination due to compliance with a federal mandate
- Site selection based partly on best coverage
- 300' in height (fall distance all within city property)
- No guy wires (self-supporting structure)
- Summary of technical federal guidelines attached

Policy Considerations

- The proposed facility is a regional digital radio tower approximately 300' in height designed for public safety purposes to satisfy federal mandates.
- The City of Sachse is both the land owner and applicant.
- The current PD already allows for the use of a commercial communication tower not to exceed 150' in height.
- The Future Land Use Plan indicates a Public land use category, which supports municipal infrastructure and facilities.
- The proposed use is compatible with the current land uses, which are considered intense (Public Works, Animal Shelter).
- Staff received no public feedback in opposition to the proposed PD revision.

Planning & Zoning Commission

During the public hearing, one couple that lived in Woodbridge across from the subject property spoke in opposition to the tower, citing concerns regarding potential noise, radio frequency interference, visual impacts, and other similar worries. Don Herzog informed the Commission that the HOA held a community meeting regarding the project previously.

The Commission mostly had questions regarding technical federal regulations associated with the tower (lighting, wind rating, etc.) in addition to questions regarding the overall need for the tower.

The Planning & Zoning Commission, at its October 26th regular meeting, unanimously recommended approval of the proposed PD.

Staff Recommendations

Staff recommends approval of the proposed PD revision. Additional information regarding regulatory authority of tower lighting, wind, and other items can be found attached.

The Planning & Zoning Commission, at its October 26th regular meeting, unanimously recommended approval of the proposed PD.

Staff Recommendations

Staff recommends approval of the proposed PD revision. Additional information regarding regulatory authority of tower lighting, wind, and other items can be found attached.



CITY COUNCIL

NOVEMBER 2, 2015

REQUEST

Proposed Zoning Change:

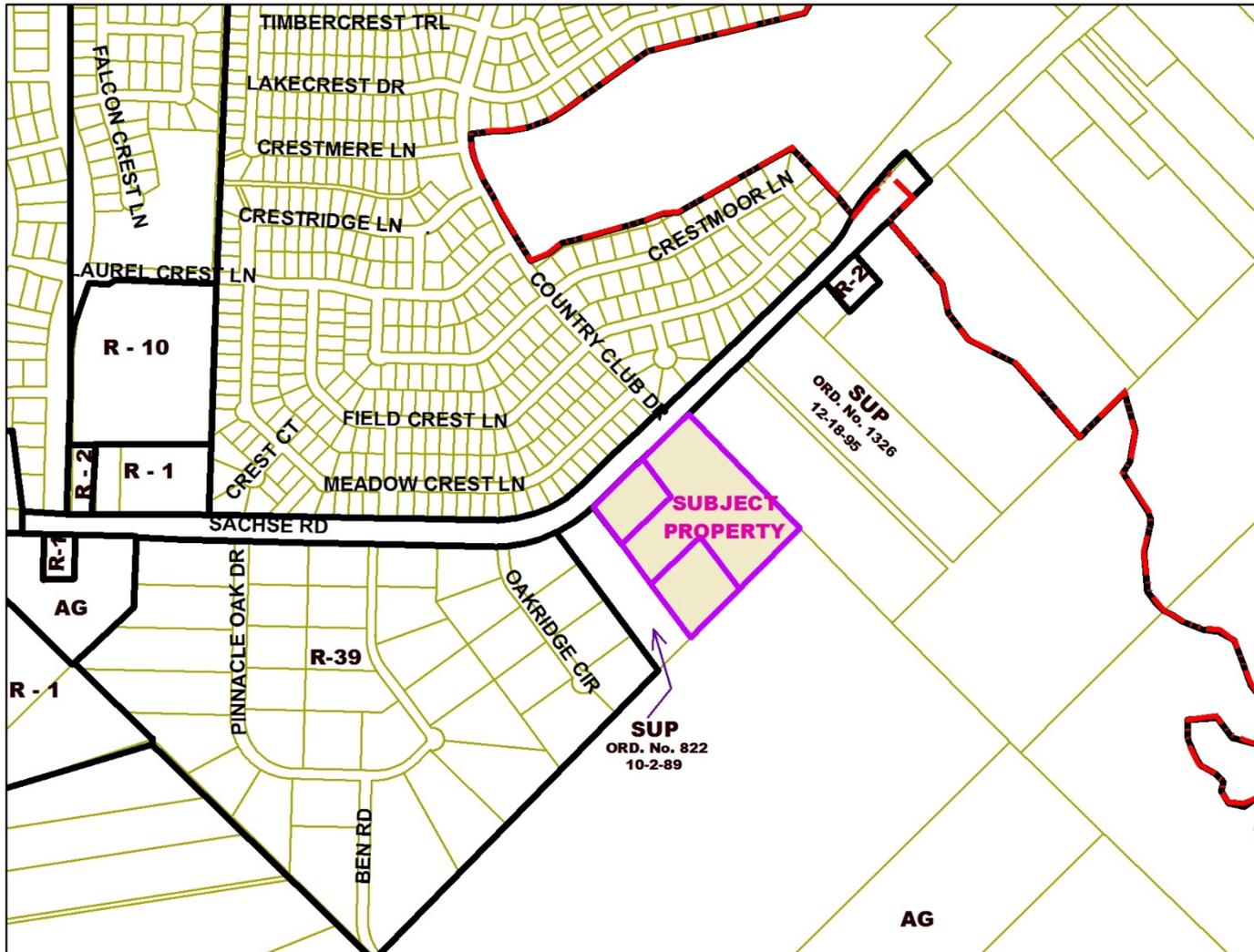
- Applicant & Owner: City of Sachse
- Revise existing PD 26 to allow for the new public safety digital radio tower (approximately 300' in height)
- Property: 10.6241 acre tract
- Site attributes: currently home to Public Works, Animal Shelter operations, and commercial communication tower (under construction)

AERIAL LOCATION MAP

6436 Sachse Road



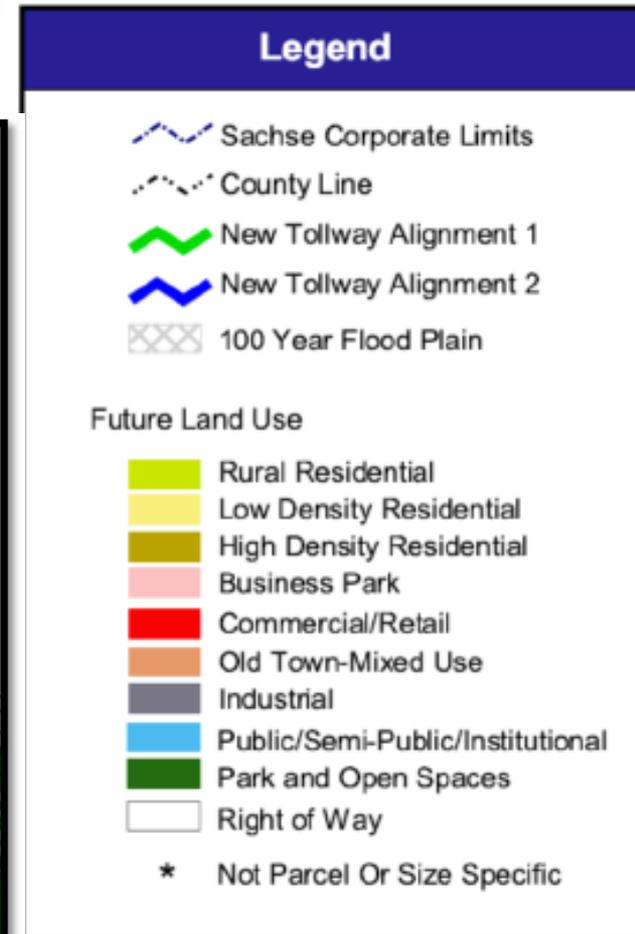
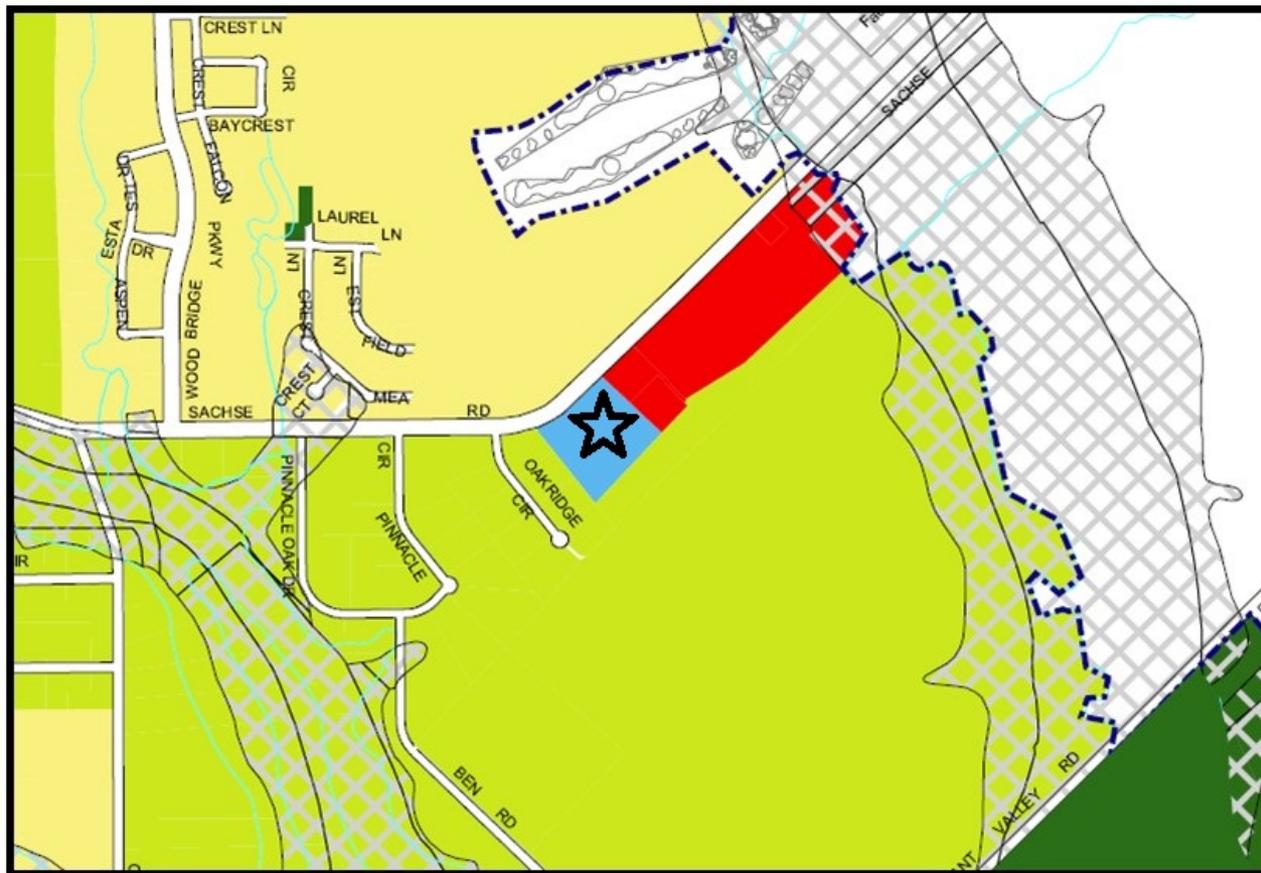
ZONING MAP



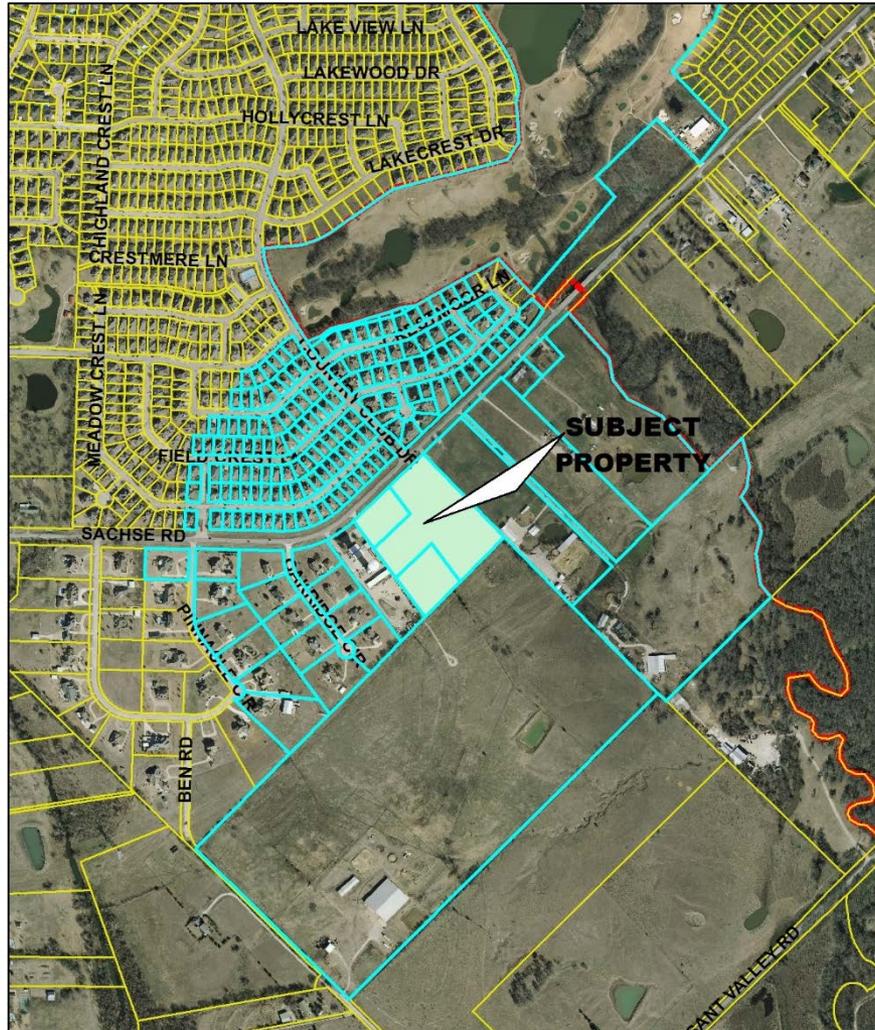
- Current PD 26 was approved by Council in 2014 to allow for a Commercial Communication Tower not to exceed 150' in height.
- Base zoning includes Agriculture (AG) and Single Family (R1)

FUTURE LAND USE PLAN (FLUP)

Public land use category supports proposed use of public facility (tower).



PUBLIC NOTIFICATIONS



State Law:

- 10 day 200' property owner notification
(177 letters @ 1000')
- 15 day newspaper notice
- 72 hour posting requirement (OMA)

Feedback:

- No written responses received
- 2 phone calls (neither in opposition)

PROJECT INFORMATION

- Tower is an important compliance component of the P-25 project.
- Site selection based partly on best coverage
- Provides full coverage to City of Sachse
- 300' in height (fall distance is all within city property)
- No guy wires (self-supporting structure)
- Summary of technical guidelines attached
- Construction to begin early 2016

P&Z MEETING 10-26-15

- One Woodbridge couple spoke in opposition, citing visual and health concerns.
- Don Herzog informed P&Z that the HOA held a community meeting on the project previously.
- The Commission mostly had technical questions regarding federal regulations.
- The Commission unanimously recommended approval.

FREQUENCY INTERFERENCE

The new radio system will be operating in the 700 and 800 MHz frequency bands. The microwave systems used to interconnect the Sachse Dispatch Center and the other sites included in the system will be operating in the 6 GHz and 11 GHz frequency range. Each of the RF channels used on the system will be licensed and governed by the FCC. The site should not generate any interference with any outside entity unless something is broken and not operating properly. System operators are required by law to make sure that their broadcast equipment is operating properly and not causing any harmful interference.

WIND RATINGS & SOUND

Sounds Emitted

The tower does not generate any noise other than that which will be generated during the initial construction.

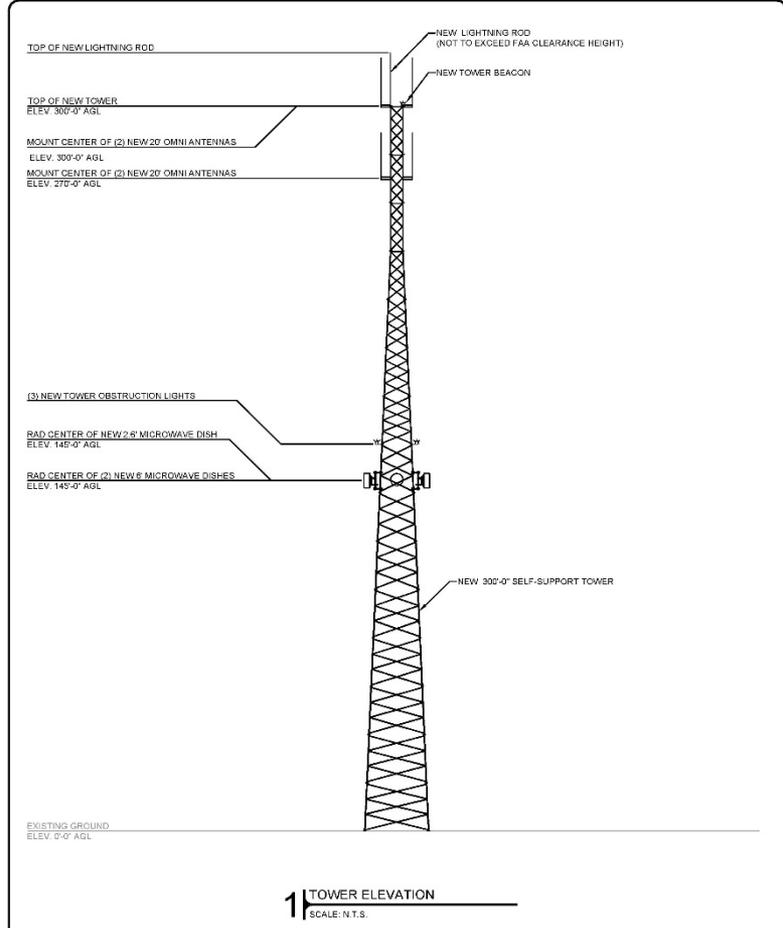
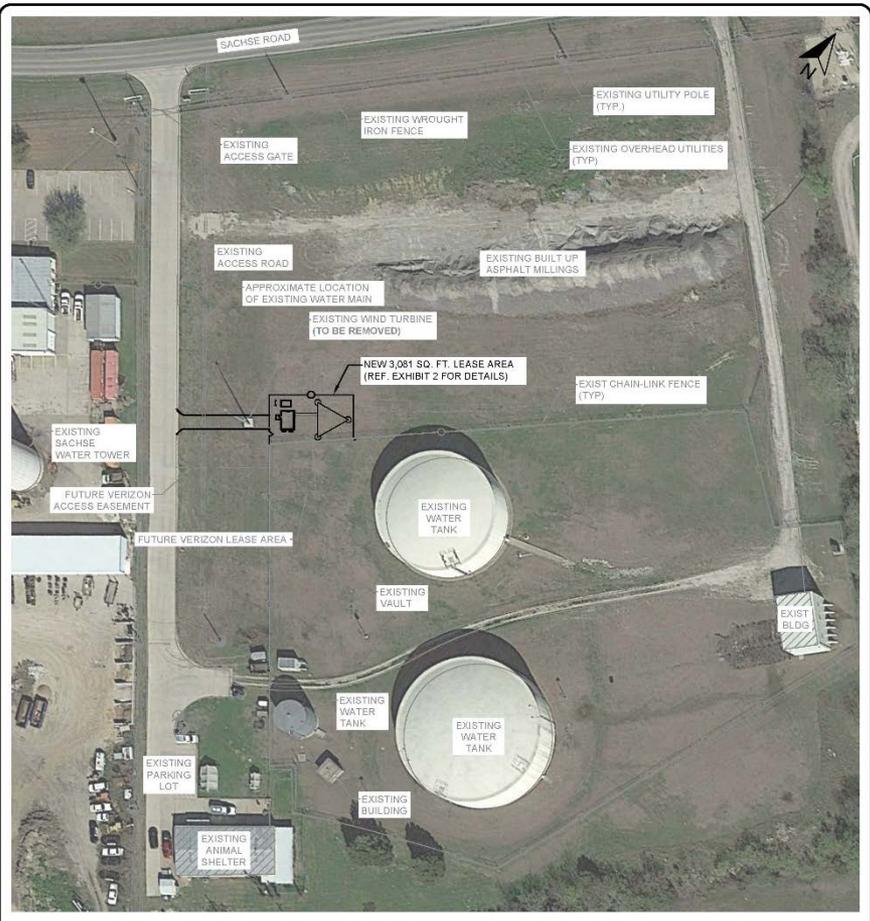
Wind Ratings

The tower has been designed for horizontal wind pressures induced by 120 MPH basic wind speed with all of the antenna systems that the tower is designed to support fully installed. The design is in accordance with the latest revisions of Telecommunications Industry Association (TIA) specifications (TIA-222G).

LIGHTING

This is a 300' tower that will be lighted in accordance with the latest chapters of the FAA Advisory Bulletins (AC 70/7460-1K). The FAA study is currently underway and will dictate exactly what is required but typical configurations will include that the tower be outfitted with a strobe light at the top of the tower at 300' and again in the middle of the tower around 150'. The lights will flash bright white during the day and through the use of a photoelectric switch, change from white to red at dusk.

SITE LAYOUT & ELEVATION



300' HEIGHT EXHIBIT

Fall area all within City property.



PLANNING ANALYSIS

- Proposed facility is a regional digital radio tower approximately 300' in height for public safety purposes
- City of Sachse owns the land
- Current PD (2014) allows for the use of a commercial communication tower not to exceed 150' in height
- FLUP indicates a Public/Institutional land use category, which supports municipal infrastructure and facilities
- The proposed use is compatible with the current land uses, which are considered intense (public works, animal shelter, commercial communication tower).

STAFF RECOMMENDATION

✓ - Staff recommends approval of the proposed PD revision (PD-32).

The subject property shall generally develop in full compliance with the Sachse Code of Ordinances and the provisions of Ordinance 3567 (PD 26), except that municipal uses and facilities, including but not limited to the installation of a regional digital radio tower approximately 300' in height, are allowed by right on the subject property with restrictions as approved by the City Council in the project scope and design.

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 PLANNED DEVELOPMENT DISTRICT (PD-26) TO PLANNED DEVELOPMENT DISTRICT (PD-32) TO ALLOW FOR THE INSTALLATION OF A DIGITAL RADIO TOWER FOR THE PUBLIC SAFETY P-25 RADIO SYSTEM ON AN APPROXIMATELY 10.6241-ACRE TRACT OF LAND, MORE PARTICULARLY DESCRIBED ON THE ATTACHED LOCATION MAP AND LOCATED AT 6436 SACHSE ROAD, CITY OF SACHSE, DALLAS COUNTY, TEXAS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City of Sachse ("City") is a home rule municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas and by its Charter adopted on April 5, 1986; and

WHEREAS, the City possesses all the rights, powers, and authorities possessed by all home rule municipalities, including the authority to regulate land uses under Chapter 211 of the Texas Local Government Code; and

WHEREAS, the City initiated a request to rezone the subject property, also owned by the City and more specifically described on the attached Location Map, to allow for the installation of an approximately 300' tall digital radio tower for the P-25 public safety radio system; and

WHEREAS, the City Council and the Planning & Zoning Commission of the City of Sachse, in compliance with the laws of the State of Texas and the ordinances of the City of Sachse, have given the required notices and held the required public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof regarding the requested rezoning described herein; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & Zoning Commission and any other information and materials received at the public hearing, the City Council of the City of Sachse, Texas, has determined that the Comprehensive Zoning Ordinance, as amended herein, would be in the interest of public health, safety, and welfare of the citizens of the City of Sachse.

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 Planned Development (PD-26) to **Planned Development (PD-32) to allow for the installation of a digital radio tower for the public safety P-25 radio system** on an approximately 10.6241-acre tract of land located 6436 Sachse Road, City of Sachse, Dallas County, Texas being more particularly described on the attached Location Map, subject to all of the terms and conditions set forth herein, the terms and conditions of the

Comprehensive Zoning Ordinance, PD-26 (Ordinance #3567), and all other applicable ordinances, laws, rules, regulations, and standards.

SECTION 2. The subject property shall generally develop in full compliance with the Sachse Code of Ordinances and the provisions of Ordinance #3567 (PD-26), except that municipal uses and facilities, including but not limited to the installation of a regional digital radio tower approximately 300' in height, are allowed by right on the subject property with restrictions as approved by the City Council in the project scope and design.

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

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

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

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

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

PASSED AND APPROVED by the City Council of the City of Sachse, Texas on the 2nd day of November, 2015.

ATTEST:

THE CITY OF SACHSE, TEXAS:

Michelle Lewis Sirianni, City Secretary

Mike Felix, Mayor

APPROVED AS TO FORM:

Peter G. Smith, City Attorney



Legislation Details (With Text)

File #:	15-3107	Version:	1	Name:	Professional Services Agreement for Water Tower Design
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	10/28/2015	In control:		In control:	City Council
On agenda:	11/2/2015	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 Agreement for Professional Services between the City of Sachse, Texas, and Cobb Fendley & Associates, Inc.; authorizing its execution by the City Manager; and providing for an effective date.

Sponsors:

Indexes:

Code sections:

Attachments: [Resolution and Agreement - Water Tower Design](#)
[Exhibit A - Location Map](#)
[Exhibit B - CIP - Water Distribution Map](#)

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 Agreement for Professional Services between the City of Sachse, Texas, and Cobb Fendley & Associates, Inc.; authorizing its execution by the City Manager; and providing for an effective date.

Background

The FY 2015-2016 Budget includes funding for the surveying and engineering design of a future 1.25 Million Gallon Elevated Water Tank in the southeast portion of the City. (Exhibit A - Location Map)

The 10-year CIP identifies the need for a future elevated storage tank in the southeastern portion of the City (Exhibit B - CIP Water Distribution Map). The City is continuing to grow and currently has more than 7800 water system connections. The City currently has a total of 900,000 gallons of elevated storage. As the number of water system connections grows, this elevated tank will be required to meet TCEQ requirements for 100 gallons of elevated storage per water system connection.

Staff negotiated a proposal from Cobb, Fendley & Associates to provide the necessary land surveying and engineering design for the project in an amount not to exceed \$136,760.00.

Policy Considerations

This item is included in the FY 2015-2016 Budget and the project is included in the City of

Sachse Capital Improvement Plan.

Budgetary Considerations

The FY 2015-2016 Budget includes \$290,000.00 in project funding from Water Impact Fees.

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 Agreement for Professional Services between the City of Sachse, Texas, and Cobb Fendley & Associates, Inc.; 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 PROFESSIONAL SERVICES BETWEEN THE CITY OF SACHSE, TEXAS, AND COBB FENDLEY & ASSOCIATES, INC.; 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 Professional Services (herein the “Agreement”) between the City of Sachse, Texas, and Cobb Fendley & Associates, Inc. for land surveying and engineering services related to design water system improvements for a 1.25 Million Gallon Elevated Water Tank in the City of Sachse, 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 Professional 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 Professional 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 ____ day of November, 2015.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

Exhibit "A"
Agreement for Professional Services
(to be attached)

STATE OF TEXAS § **AGREEMENT FOR PROFESSIONAL SERVICES**
 §
 § **Water System Improvements**
 § **1.25 M Gallon Elevated Water Tank**
COUNTY OF DALLAS §

This agreement (“Agreement”) is made by and between the City of Sachse, Texas (“City”) and Cobb, Fendley & Associates, Inc. (the “Professional”) acting by and through their authorized representatives.

Recitals:

WHEREAS, the City desires to engage the services of Professional as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the Professional desires to render professional services for the City for Water System Improvements: 1.25 M Gallon Elevated Water Tank with appurtenances and approximately 500 L.F of 16” Water Pipe (the “Project”) in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

Article I
Term

1.1 This term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until completion of the services provided herein.

1.2 Either party may terminate this Agreement by giving thirty (30) days prior written notice to the other party. In the event of such termination, the Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Scope of Services

2.1 The Professional shall provide the services specifically set forth in Exhibit “A.”

2.2 The parties acknowledge and agree that any and all opinions provided by the Professional represent the best judgment of the Professional.

2.3 Schematic Design Documents, Design Development Documents, Contract Documents, drawings, plans, specifications and other documents, including those in

electronic form, prepared by the Professional and its consultants, agents, representatives, and/or employees in connection with the Project are intended for the use and benefit of the City. The Professional and its consultants, agents, representatives, and/or employees shall be deemed the authors of their respective part of said Project documents. Notwithstanding, the City shall own, have, keep and retain all rights, title and interest in and to all Project documents, including all ownership, common law, statutory, and other reserved rights, including copyrights, in and to all such Project documents, whether in draft form or final form, which are produced at its request and in furtherance of this Agreement or the Project. The City shall have full authority to authorize the Contractor, Subcontractors, Sub-subcontractors, City consultants, and material or equipment suppliers to reproduce applicable portions of the Project documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by the Professional in connection with this Agreement are “works for hire” and shall be the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such materials and reports in accordance with the Engineering Practice Act of the State of Texas. Professional shall upon completion of the services, or earlier termination, provide the City with reproductions of all materials reports, and exhibits prepared by Professional pursuant to this Agreement, and in electronic format if requested by the City.

Article III Schedule of Work

The Professional agrees to commence services upon written direction from the City and to complete the required services in accordance with a work schedule established by the City (the “Work Schedule”).

Article IV Compensation and Method of Payment

4.1 The City shall compensate the Professional for the services as set forth in Exhibit “A”. Professional shall invoice the City on a monthly basis for the services performed. Payments shall be made to Professional within thirty (30) days of receiving Professional’s Invoice, provided there are no errors or discrepancies and that all work noted on the invoice has been completed. Professional shall not proceed with any task until receiving a work order from the City. Issuance of work orders under this Agreement shall be at the sole discretion of the City.

4.2 The Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable efforts to provide such additional services at mutually agreed charges or rates,

and within the time schedule prescribed by the City, and without decreasing the effectiveness of the performance of services required under this Agreement.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Professional.

5.3 The Professional shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VI Relationship of Parties

It is understood and agreed by and between the parties that in satisfying the conditions of this Agreement, the Professional is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional 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. As such, City shall not: train the Professional, require the Professional to complete regular oral or written reports, require that Professional devote his full-time services to City, or dictate the Professional's sequence of work or location at which the Professional performs his work.

Article VII Insurance

7.1 Professional shall during the term hereof maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 Dollars per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker's Compensation Insurance covering all of Professional's employees involved in the provision of services under this Agreement.

7.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; and (3) provide for a waiver of subrogation

against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

7.3 All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "B" by AM Best or other equivalent rating service, or approved by the City Manager.

7.4 A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

Article VIII Miscellaneous

8.1 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.

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

8.3 Assignment. The Professional may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by the Professional 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.

8.4 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.

8.5 Governing Law. The laws of the State of Texas shall govern this Agreement; 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.

8.6 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

8.7 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.

8.8 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

8.9 Recitals. The recitals to this Agreement are incorporated herein.

8.10 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:
Gina Nash
City Manager
City of Sachse, Texas
5560 Highway 78
Sachse, Texas 75048

With Copy to:
Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith,
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

If intended for Professional:
J. Cal Bostwick, P.E., Vice President
Cobb, Fendley & Associates, Inc.
6801 Gaylord Pkwy.
Suite 302
Frisco, Texas 75034

8.11 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.

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

8.13 Indemnification. City 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 PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST City, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "City") 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 City. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS City FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS

(EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE City). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST City IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, THE PROFESSIONAL, ON NOTICE FROM City, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT PROFESSIONAL'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO City. THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT

8.14 Audits and Records. The Professional 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 Professional'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 the City or date of termination if sooner.

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

(signature page to follow)

EXECUTED this _____ day of _____, 2015.

City of Sachse, Texas

By: _____
Gina Nash, City Manager

EXECUTED this 1 day of OCT, 2015.

Professional

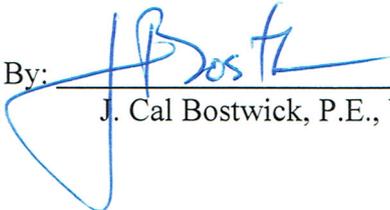
By:  _____
J. Cal Bostwick, P.E., Vice President

EXHIBIT "A"

October 1, 2015

Ms. Gina Nash
City Manager
City of Sachse
3815 Sachse Road, Bldg. B
Sachse, TX 75048

AUTHORIZATION FOR PROFESSIONAL SERVICES

Re: Water System Improvements:
1.25 M Gallon Elevated Water Tank

Dear Ms. Nash:

Cobb, Fendley & Associates, Inc. ("CobbFendley") is pleased to propose professional engineering services to you in connection with your 2015-2016 Water System Improvements: 1.25 M Gallon Elevated Water Storage Tank. The project consists of preparing Preliminary and Final Design, bidding, and construction administration for a 1.25 M Gallon Elevated, Composite (Concrete & Steel) Water Tank, yard piping, electrical, fencing, driveway, parking and approximately 500 L.F. of 16" Water Pipe. This project is to be constructed on a lot located on Pleasant Valley Road, approximately 400 feet west of Merritt Road.

CobbFendley's services are to be performed for the sole benefit of the City of Sachse ("Client"), who shall be responsible for payment of those services. When accepted by the signature of Client's authorized representative, the Authorization and the documents referenced herein shall constitute the entire agreement between Client and CobbFendley ("Engineer") with respect to this project.

The specific tasks to be performed by CobbFendley in conjunction with this project are limited to the following:

SCOPE OF SERVICES

PRELIMINARY PHASE

1. Attend a preliminary conference with the City of Sachse. Review the scope of the project. Discuss site plan, tank design, elevations, piping, topography, drainage, paint color, logo, and other information pertinent to this project.
2. Perform a walk-thru over the project site, observe and discuss any data that will affect the overall design and construction.

COBB FENDLEY _____ CLIENT _____

DESIGN PHASE:

1. Prepare field survey as necessary to design approximately 500 L.F. of 16" water main and topographic survey, bench mark and coordinates for elevated water tank design and construction.
2. Prepare detailed drawings and construction specifications for the project that conform to the standards for Texas Commission on Environmental (TCEQ) and AWWA.
3. Submit drawings, specifications, reports, and data to TECQ (if required).
4. Submit tank drawings and other required data to the FAA.
5. Prepare forms for instructions to bidders, general conditions, bid bond, performance bond, payment bond, and maintenance bond which have been approved by the Owner.
6. Furnish the Owner with necessary copies of approved Contract Documents (specifications, contract, proposal form, notice to proceed, etc.), and project drawings.

CONSTRUCTION PHASE:

1. Prepare the advertisement for bid of the project. The City of Sachse shall be responsible for publishing the advertisement in the newspaper.
2. Conduct a bid opening, tabulate the bids and review the bids for completeness and accuracy.
3. Perform Contractor eligibility verification, and make contractor recommendation.
4. Conduct a preconstruction conference with the contractor and City of Sachse personnel.
5. Issue the Start of Construction Notice to the Owner, and the Notice to Proceed to the construction contractor.
6. Make a site visit approximately every one and one-half (1 ½) weeks to the site (as distinguished from the continuous services of a resident project inspector) to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Plans and Contract Documents. In performing these services, the Engineer will endeavor to protect the City of Sachse against defects and deficiencies in the work of the Contractor, but he cannot guarantee the performance of the Contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor takes or should take.
7. Consult and advise the City; issue all instructions to the Contractor requested by the City; and prepare and issue routine change orders with the City's approval.
8. Review samples, catalog data, schedules, shop drawings, laboratory, and mill tests of material and equipment and other data which the Contractor submits. This review is for benefit of the City and covers only general conformance with the information given by the Contract Documents. The Contractor is to review and stamp his approval on submittals prior to submitting to Engineer, and review by Engineer does not relieve the Contractor of

any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete workable facility in accordance with the Contract Documents. Engineer is not responsible for any errors in the review.

9. Obtain and review monthly and final estimates for payments to contractor and assemble written guarantees which are required by the Contract Documents.
10. Conduct a final walk-thru and prepare a list of any construction deficiencies that might be observed.
11. Prepare forms for contractor payment certification and guarantee.
12. Prepare Record Drawings based on Contractor mark-ups and furnish the City with two (2) paper copies, and one (1) digital version in pdf format.

EXCLUSIONS FROM THE SCOPE OF SERVICES

Specific items excluded from this proposal are as follows:

1. Application or review fees.
2. Boundary surveying, construction staking, or lot platting.
3. Abstracting the property, obtaining a title report or obtaining adjoining deeds.
4. Research of commercial deed restrictions and legal issues.
5. Wetlands determination or assessment.
6. Soil, water or other environmental testing or environmental assessment of any kind.
7. Offsite hydraulic or hydrologic analyses.
8. Any other services not specifically included within the description of the Basic Services or Other Services as described above.

ADDITIONAL SERVICES

Services not included in the description of Scope of Services in this proposal may be provided by CobbFendley. If the City authorizes additional services to be performed by CobbFendley, said services shall be provided in accordance with the standard rate schedule.

BASIS OF COMPENSATION

CobbFendley will provide the following Basic Services based on a Lump Sum fee as detailed below:

BASIC SERVICES

BASIC SERVICES (Preliminary, Design, and Construction Phase)

Preliminary Engineering	\$35,000.00
Final Engineering	\$75,000.00
Irrigation and Landscape Design	\$ 6,050.00
Design Survey	\$ 4,850.00
Tree Survey	\$ 1,860.00
Bidding Services	\$ 3,000.00
Construction Administration Services	\$ 9,000.00
Record Drawings Preparation	\$ 2,000.00
Geotechnical Report	By Owner
SCADA Design and Installation	By Owner
TOTAL FEES	\$136,760.00

SCHEDULE OF SERVICES

CobbFendley is authorized to begin work on this project immediately upon receipt of Client's signature on this Authorization and any additional authorizations that may be required from the property owner.

Any delay by Owner or Client in providing proper and sufficient documents may delay CobbFendley's performance of its services, in which case CobbFendley shall be entitled to an extension of time to complete those services.

PROPOSAL ACCEPTANCE

If this proposal is agreeable to you, please indicate your acceptance by signing in the space provided below and return one copy to us for our file. This proposal is void if not accepted within thirty days of the date hereon. The opportunity to propose professional engineering services to your firm is appreciated and we look forward to working on this project with you.

COBB FENDLEY _____ CLIENT _____

GENERAL TERMS AND CONDITIONS OF THE AUTHORIZATION FOR PROFESSIONAL SERVICES

1. DIRECT EXPENSES

CobbFendley's direct expenses shall be those costs incurred on or directly for the CLIENT'S project, including but not limited to necessary transportation costs including mileage at the current IRS rate, meals and lodging, laboratory tests and analyses, and printing and binding charges. These direct expenses shall be billed in accordance with the attached rate schedule.

2. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by the CLIENT, an additional amount shall be added to the cost of these services by CobbFendley to cover CobbFendley's administrative costs, as provided in the attached CobbFendley rate schedule.

3. COST PROJECTIONS

If included in CobbFendley's scope of services, opinions or estimates of probable construction costs are prepared on the basis of CobbFendley's experience and qualifications and represent CobbFendley's judgment as a professional generally familiar with the industry. However, since CobbFendley has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, CobbFendley cannot and does not guarantee, represent or warrant that proposals, bids, or the actual construction cost will not vary from CobbFendley's opinions or estimates of probable construction cost.

4. PROFESSIONAL STANDARDS

CobbFendley agrees to perform its services in accordance with the standard of professional care used by other practicing professionals and performing the same type of work in CLIENT'S community under the same or similar circumstances. CobbFendley makes no other warranty, expressed or implied.

5. TERMINATION

Either CLIENT or CobbFendley may terminate this authorization by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay CobbFendley in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, the relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization. Failure by Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CobbFendley has been paid in full all amounts due for services, expenses and other related charges, including interest on past due amounts.

6. OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by CobbFendley pursuant to this Agreement are instruments of CobbFendley's professional service, and CobbFendley shall retain an ownership and property interest therein, including all copyrights. CobbFendley grants Client a license to use instruments of CobbFendley's professional service for the purpose of constructing, occupying or maintaining the project. Reuse or modification of any such documents by Client, without CobbFendley's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold CobbFendley harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

7. USE OF ELECTRONIC DOCUMENTS

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) or fully-scaled PDF files that are signed and sealed by CobbFendley's authorized design professionals. Files in other electronic formats, or other types of information furnished by CobbFendley to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such

electronic files will be at the user's sole risk. When transferring documents in electronic formats, CobbFendley makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CobbFendley at the beginning of this project.

8. HAZARDOUS ENVIRONMENTAL CONDITIONS

CobbFendley shall have no liability or responsibility for the discovery, presence, handling, removal, disposal, cleanup, or exposure of persons or other property to underground substances, hazards, or conditions or other latent substances, hazards or conditions (including but not limited to contaminants, pollutants, chemicals or other hazardous or toxic solids, liquids or gases of any kind), Client acknowledges that CobbFendley is performing professional services for Client and CobbFendley is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA)

9. FORCE MAJEURE

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

10. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by CobbFendley, it is agreed that the Contractor, not CobbFendley, is responsible for the construction of the project, and that CobbFendley is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for time of performance; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. CobbFendley shall not be obligated to make exhaustive or continuous on-site inspections to check the quality or adequacy of construction or to verify that the work or materials of any contractor, subcontractor or materials supplier is in compliance with the plans and specifications. CobbFendley shall not be responsible for the Contractor's failure to execute the work in accordance with the Construction Contract.

11. LIMITATION OF LIABILITY FOR DAMAGES

IN THE EVENT THAT CLIENT SHALL MAKE ANY CLAIM OR FILE ANY SUIT FOR DAMAGES AGAINST COBBFENDLEY ARISING OUT OF OR RELATED TO COBBFENDLEY'S PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, COBBFENDLEY'S LIABILITY TO CLIENT FOR ANY SUCH DAMAGES SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT OF FEES CHARGED BY COBBFENDLEY TO CLIENT HEREUNDER. COBBFENDLEY SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS OPPORTUNITIES, ADDITIONAL OVERHEAD, OR DAMAGES FOR LOSS OF USE OR LOSS OF PRODUCTION.

12. ALTERNATIVE DISPUTE RESOLUTION

In the event that any dispute shall arise between Client and CobbFendley regarding the parties' rights or obligations under this Agreement, the parties shall, as a condition precedent to taking any action against one another make a good faith effort to resolve such disagreements by negotiation and/or non-binding mediation.

13. LEGAL EXPENSES

In the event that legal action is brought by CLIENT or CobbFendley against the other party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party's reasonable and necessary attorney's fees, costs and expenses as incurred therein.

14. PAYMENT TO COBBFENDLEY

Monthly invoices will be issued by CobbFendley for all work performed under the terms of this agreement. Invoices are due and payable upon receipt. Interest at the rate of 1.5% per month may be charged on all amounts not paid

within thirty (30) days after receipt, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

If CLIENT is not the OWNER, CLIENT agrees to pay CobbFendley within 10 working days of receipt of payment from OWNER.

Pending resolution of any dispute concerning any portion of any invoice submitted by CobbFendley, all undisputed portions shall be paid in accordance with this paragraph.

Progress payments on CobbFendley fees for percentage of project complete and out-of-pocket expenses incurred will be due and payable upon receipt of invoice at the end of each month. Should invoices not be paid within thirty (30) days from date of invoice, interest thereon at a rate equal to 1.5% per month on the unpaid balance shall be added each month to the sum shown as due by the invoice beginning with the date of invoice.

If payment is not received within 90 days from date of invoice, CobbFendley retains the right to cease further work on the project until such time that the overdue invoices are paid.

15. AUTHORIZATION OF OWNER

Client hereby authorizes CobbFendley to enter upon the property for the purpose of conducting CobbFendley services thereon. If Client is not the Owner of the property, Client agrees to obtain such authorization from the Owner and provide same in writing to CobbFendley.

16. CONTRACT DOCUMENTS

This signed Authorization, together with the attached General Terms and Conditions of the Authorization for Professional Services and CobbFendley Rate Schedule contains the entire and integrated agreement between Client and CobbFendley and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may only be amended by written instrument signed by both parties.

17. BENEFICIARIES AND ASSIGNMENT

This agreement is made for the sole benefit of Client and CobbFendley and nothing in this agreement shall create a contractual relationship or cause of action in favor of any third party against either Client or CobbFendley. This agreement may not be assigned without the written consent of both Client and CobbFendley.

18. GENERAL LIMITING CONDITIONS FOR PROFESSIONAL FINANCE & DEVELOPMENT ADVISORY SERVICES

Any market or financial projections provided are based on estimates, research, Client meetings, and assumptions developed from our knowledge of the public and private finance and development industries. CobbFendley believes these sources to be reliable, but offers no assurances or guarantees as to the reliability of information obtained from others. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved may vary from those described in our analyses and the variations could be material. All statements made by CobbFendley represent our best-efforts opinion on the subject matter at hand at the current time when statements were made.

CobbFendley has no obligation to revise any report or analysis to reflect events or conditions which occur subsequent to the date of the report. These events or conditions include without limitation economic factors; governmental actions; acts of war or terrorism; acts of God; additional competitive developments; construction delays; cost overruns, labor availability and unforeseen costs; theft, loss or vandalism; and interest rates, financing availability and other financial and market factors. CobbFendley will be available to discuss the necessity for revision in view of these changes or market factors. These revisions will be considered additional services.

CobbFendley is not an accounting or securities firm, and CobbFendley has not followed the procedures established by the American Institute of Certified Public Accountants, the Securities and Exchange Commission or other such regulatory bodies. As such, all financial statements and financial data, in draft or final form, have not been prepared in accordance with generally accepted accounting principals (GAAP). Any report and prospective financial analysis are intended solely for the Client's information, and should not be relied upon for any other purposes. Otherwise, neither the report nor its content, nor any reference to CobbFendley may be included or quoted in any offering circular or registration statement, prospectus, loan, or other agreement or document, nor in any way may be used as a violation of any federal or state securities law.

Location Map



Water Distribution Master Plan Map

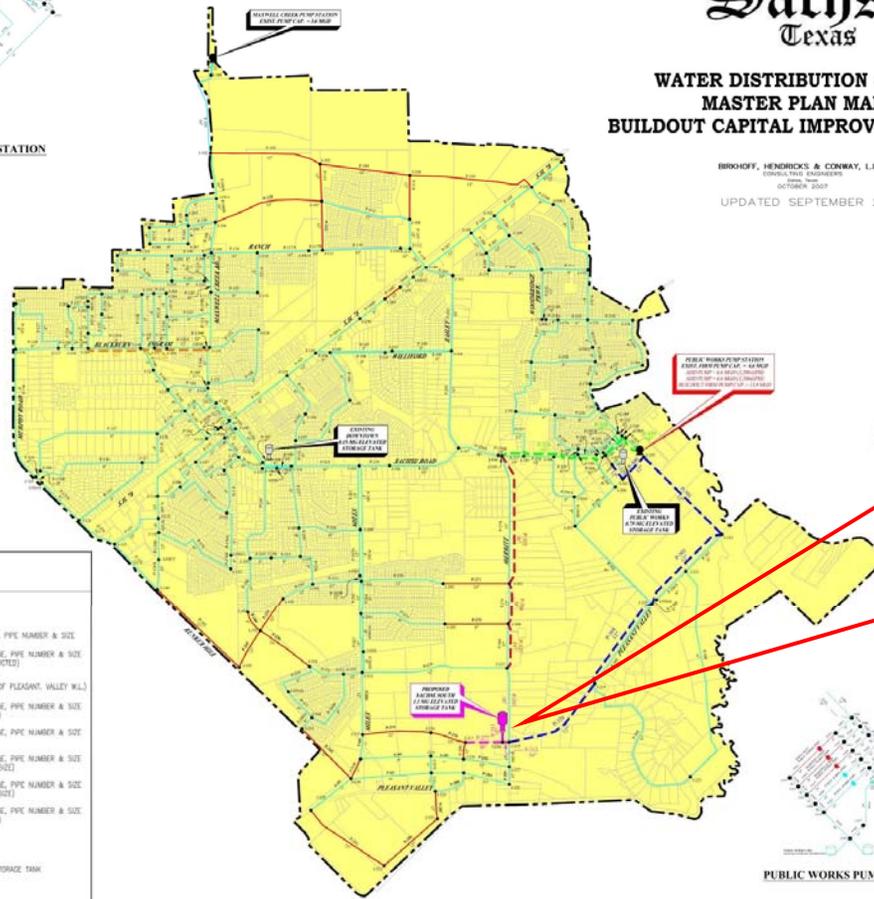
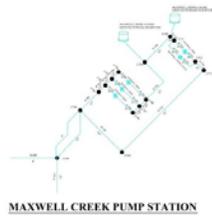
EXHIBIT 4-2

The city of
Sachse
Texas

WATER DISTRIBUTION SYSTEM MASTER PLAN MAP & BUILDOUT CAPITAL IMPROVEMENT PLAN

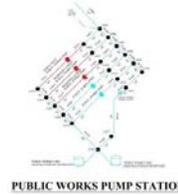
BROOKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS

UPDATED SEPTEMBER 2011



LEGEND

- CITY LIMIT
- PLANNING AREA
- P-100 EXISTING WATER LINE, PIPE NUMBER & SIZE
- P-101 PROPOSED WATER LINE, PIPE NUMBER & SIZE (DEVELOPER CONSTRUCTED)
- P-102 CLOSE EXISTING PIPE (FOLLOWING CONDUIT OF PLEASANT VALLEY WLL)
- P-103 PROPOSED WATER LINE, PIPE NUMBER & SIZE (PARALLEL PIPE SIZE)
- P-104 PROPOSED WATER LINE, PIPE NUMBER & SIZE (NEW PIPE SIZE)
- P-105 PROPOSED WATER LINE, PIPE NUMBER & SIZE (REPLACEMENT PIPE SIZE)
- P-106 PROPOSED WATER LINE, PIPE NUMBER & SIZE (REPLACEMENT PIPE SIZE)
- P-107 PROPOSED WATER LINE, PIPE NUMBER & SIZE (PARALLEL PIPE SIZE)
- P-108 PROPOSED WATER LINE, PIPE NUMBER & SIZE (PARALLEL PIPE SIZE)
- PUMP STATION
- EXISTING ELEVATED STORAGE TANK
- PROPOSED ELEVATED STORAGE TANK





Legislation Details (With Text)

File #:	15-3106	Version:	1	Name:	Hear, discuss & consider an appeal from the Developer of the Dominion of Pleasant Valley Estates related to the construction of public improvements.
Type:	Agenda Item	Status:			Agenda Ready
File created:	10/28/2015	In control:			City Council
On agenda:	11/2/2015	Final action:			
Title:	Hear, discuss and consider an appeal by Sachse 95 LP, a Texas Limited Partnership, regarding the construction of public infrastructure for the proposed development located at the northeast corner of Ben Road and Pleasant Valley Road.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Presentation - Developer Appeal Exhibit A - Proportionality Study Exhibit B - Developer's Engineer Assessment				

Date	Ver.	Action By	Action	Result
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Title

Hear, discuss and consider an appeal by Sachse 95 LP, a Texas Limited Partnership, regarding the construction of public infrastructure for the proposed development located at the northeast corner of Ben Road and Pleasant Valley Road.

Background

The 96.80-acre subject property is located at the northeast corner of Pleasant Valley Road and Ben Road. The property was re-zoned to a Planned Development (PD-30) by City Ordinance 3667 on May 4th, 2015.

The Planned Development includes:

- 66 residential lots (Minimum 1-acre)
- Minimum home size of 3,000 square feet
- Additional architectural and landscaping requirements (above City minimums)
- 24' wide concrete local streets with bar ditches for drainage
- 36' wide collector road (no curbs)
- 30-ft landscape easement along Pleasant Valley Road
- Homeowners Association (HOA) for the development

The anticipated roadway impact fees from the 66-lot development are anticipated to be

\$161,700.00.

Proportionality Study

In order to determine the proper infrastructure obligations of the Developer, City staff engaged Kimley Horn & Associates to conduct a proportionality study regarding the City requirements for street improvements related to the development. The Licensed Professional Engineer for Kimley-Horn has experience in reviewing and preparing proportionality studies related to land development and infrastructure for municipalities. The study was completed on August 24, 2015 and provided to City staff and the Developer for review and discussion (Exhibit A).

The proportionality study recommended the following:

- The Developer should construct the 36-foot wide collector road through the development and receive impact fee reimbursement for the difference between the City standard street (31') and the collector road (36')
- The Developer disagrees with the findings of the proportionality study related to the collector road. The Developer is requesting that the City Council consider reimbursing impact fees for the difference between the local street section of the PD (24') and the collector street (36') (anticipated reimbursement of \$175,752.00)
- The Developer has provided an assessment completed by his engineer, which is attached as Exhibit B.

Policy Considerations

The City of Sachse Subdivision Ordinance contains the following sections related to water and thoroughfare obligations of the Developer:

Sec. 8-16. - General requirements and design standards.

A. Streets.

(10) Local residential streets shall be paved 31 feet wide from back of curb to back of curb. Local streets in apartment, commercial, and industrial areas, and collector streets shall be paved 37 feet wide from back of curb to back of curb.

Sec. 8-18. - Street extensions and pro rata charges.

(2) Extensions within property to be developed.

(a) Developers of such property will defray the entire cost of streets within their subdivision. The size and construction of such streets and alleys shall be in conformance with this subdivision regulation and in accordance with the standard specifications and standard construction details of the City of Sachse.

Sec. 8-19. - Street design and construction costs.

B. Street, design construction costs and escrow requirement.

(3) The owner shall construct all internal and perimeter streets at the time of development unless, from an engineering standpoint, it is not feasible to do so. Upon such determination, the owner shall be required to place an amount equal to his share of the construction costs plus six percent of such sum for future engineering costs in escrow with the city.

(4) The owner shall be responsible for all of the engineering and design costs of all internal streets and also of all perimeter streets which are constructed either entirely by the owner or through participation.

State Law

September 2005 - 79th Session of Texas Legislature Passes HB 1835 amending Section 212 of the LGC

(a) If a municipality requires as a condition of approval for a property development project that the developer bear a portion of the costs of municipal infrastructure improvements by the making of dedications, the payment of fees, or the payment of construction costs, the developer's portion of the costs may not exceed the amount required for infrastructure improvements that are roughly proportionate to the proposed development as approved by a professional engineer who holds a license issued under Chapter 1001, Occupations Code, and is retained by the municipality.

(b) A developer who disputes the determination made under Subsection (a) may appeal to the governing body of the municipality. At the appeal, the developer may present evidence and testimony under procedures adopted by the governing body. After hearing any testimony and reviewing the evidence, the governing body shall make the applicable determination within 30 days following the final submission of any testimony or evidence by the developer.

(c) A developer may appeal the determination of the governing body to a county or district court of the county in which the development project is located within 30 days of the final determination by the governing body.

(d) A municipality may not require a developer to waive the right of appeal authorized by this section as a condition of approval for a development project.

(e) A developer who prevails in an appeal under this section is entitled to applicable costs and to reasonable attorney's fees, including expert witness fees.

(f) This section does not diminish the authority or modify the procedures specified by Chapter 395 [Impact Fees].

Budgetary Considerations

The Developer is requesting that the full amount of roadway impact fees be reimbursed for the construction of the collector road, totaling \$161,700.00. The proportionality study

recommends roadway impact fee reimbursement of 5-ft of road width, which is anticipated to cost \$73,230.00.

Staff Recommendations

- Staff finds that the proportionality study prepared by Kimley-Horn should be used for preparing a Development Agreement for the project.
- Staff recommends that the City Council deny the Developer's appeal.



Developer Appeal
The Estates of Dominion of Pleasant Valley

City Council
November 2, 2015

Overview

- Property Location
- Developer Information
- Development Concept Plan
- City Standard Requirements
- State Law Regarding Infrastructure
- Proportionality Study
- Staff Findings
- Staff Recommendations
- Developer Appeal
- Discussion

Property Location

The property is a 96.80 acre tract of land located at the northeast corner of Pleasant Valley Road and Ben Road

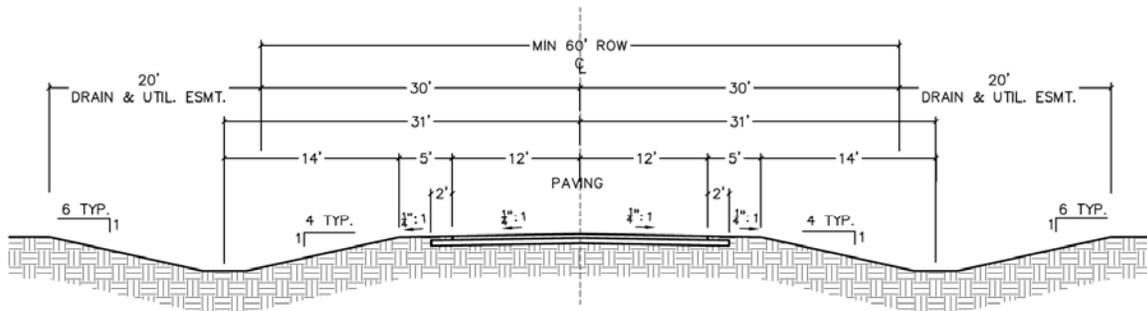


Developer Information

- The Developer for the project is Sachse 95 LP, a Limited Texas Partnership
- The Developer has requested an appeal to the City Council regarding the construction of public improvements for the project, specifically the proposed collector road.



Development Concept Plan – Local Streets



TYPICAL PAVEMENT SECTION
ESTATE RESIDENTIAL (CONCRETE) STREET
 N.T.S.

City Standard Requirements - Streets

Sec. 8-16. - General requirements and design standards.

A. Streets.

(10) Local residential streets shall be paved 31 feet wide from back of curb to back of curb. Local streets in apartment, commercial, and industrial areas, and collector streets shall be paved 37 feet wide from back of curb to back of curb.

City Standard Requirements - Streets

Sec. 8-18. - Street extensions and pro rata charges.

(2) Extensions within property to be developed.

(a) Developers of such property will defray the entire cost of streets within their subdivision. The size and construction of such streets and alleys shall be in conformance with this subdivision regulation and in accordance with the standard specifications and standard construction details of the City of Sachse.

City Standard Requirements - Streets

Sec. 8-19. - Street design and construction costs.

B. Street, design construction costs and escrow requirement.

(1) The owner shall be responsible for the design and construction of all streets within his development and one-half of the same if an unimproved perimeter street.

(2) The owner shall be responsible for the construction of the following width perimeter streets to his development:

(b) When developing land zoned "C-1," "C-2," or "PD," the owner shall be responsible for construction of one-half of a 45-foot concrete street or one-half of the actual width of the proposed street, whichever is less.

(3) The owner shall construct all internal and perimeter streets at the time of development unless, from an engineering standpoint, it is not feasible to do so. Upon such determination, the owner shall be required to place an amount equal to his share of the construction costs plus six percent of such sum for future engineering costs in escrow with the city.

(4) The owner shall be responsible for all of the engineering and design costs of all internal streets and also of all perimeter streets which are constructed either entirely by the owner or through participation.

State Law Regarding Infrastructure

September 2005 – 79th Session of Texas Legislature Passes HB 1835 amending Section 212 of the LGC

(a) If a municipality requires as a condition of approval for a property development project that the developer bear a portion of the costs of municipal infrastructure improvements by the making of dedications, the payment of fees, or the payment of construction costs, **the developer's portion of the costs may not exceed the amount required for infrastructure improvements that are roughly proportionate to the proposed development as approved by a professional engineer who holds a license issued under Chapter 1001, Occupations Code, and is retained by the municipality.**

(b) A developer who disputes the determination made under Subsection (a) may appeal to the governing body of the municipality. At the appeal, the developer may present evidence and testimony under procedures adopted by the governing body. After hearing any testimony and reviewing the evidence, the governing body shall make the applicable determination within 30 days following the final submission of any testimony or evidence by the developer.

(c) A developer may appeal the determination of the governing body to a county or district court of the county in which the development project is located within 30 days of the final determination by the governing body.

(d) A municipality may not require a developer to waive the right of appeal authorized by this section as a condition of approval for a development project.

(e) A developer who prevails in an appeal under this section is entitled to applicable costs and to reasonable attorney's fees, including expert witness fees.

(f) This section does not diminish the authority or modify the procedures specified by Chapter 395 [Impact Fees].

Proportionality Study

- Staff engaged Kimley-Horn & Associates to conduct a proportionality study regarding the City requirements for street improvements related to the development.
- The Licensed Professional Engineer for Kimley-Horn has experience in reviewing and preparing proportionality studies related to land development and infrastructure for municipalities.
- The Study was completed on August 24, 2015 and provided to City staff and the Developer for review and discussion.

Proportionality Study - Findings

- The Proportionality Study recommended the following:
 - **The Developer should construct the 36-foot wide collector road through the development, and receive impact fee reimbursement for the difference between the City standard street (31') and the collector road (36')**
 - **At the September 14, 2015 meeting the City Council recommended for staff to move forward with the drafting of a Development Agreement in accordance with the findings of the proportionality study prepared by Kimley-Horn.**

Developer Request

- The Developer disagrees with the findings of the proportionality study related to the collector road.
- The Developer is appealing to the City Council per State Law.
- The Developer's appeal is to request that the City reimburse impact fees for the difference between the local street section of the PD (24') and the collector street (36')
- **anticipated reimbursement of \$175,752.00**

Anticipated Impact Fees

- The anticipated roadway impact fees from the development are \$161,700.00

Staff Findings

- Staff finds that the proportionality study prepared by Kimley-Horn should be used for preparing a Development Agreement for the project.
- Staff finds that the 24-foot wide local streets in the PD were approved in order to establish a rural feel, and not based upon traffic volumes. Therefore, this special street section allowed on the local streets has no application toward the construction cost of the collector street.
- Staff finds that the City had no intent to increase the City (and subsequently the taxpayer's) obligation for the Developer's project by approving a special 24-foot local street section for the local streets in the development.

Staff Recommendations

- Staff recommends that the City Council deny the Developer's appeal.

Developer Appeal

- The Developer is present to explain his appeal and answer questions from the City Council.

Discussion

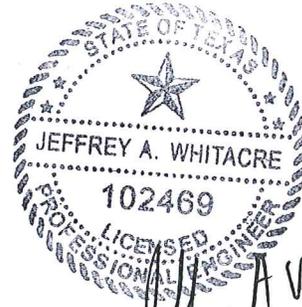
TECHNICAL MEMORANDUM

To: Gregory Peters, P.E.
City Engineer
City of Sachse

From: Jeff Whitacre, P.E., AICP, PTP
Kimley-Horn and Associates, Inc.
TBPE Firm Number F-928

Date: August 24, 2015

Subject: Estates of Dominion of Pleasant Valley Development – Rough
Proportionality Analysis
City of Sachse, Texas



Jeffrey A. Whitacre
8-24-2015

Purpose

The purpose of this memorandum is to provide a “rough proportionality” calculation of the proposed Estates of Dominion of Pleasant Valley Single-Family Development located at the northeast corner of Pleasant Valley Road and Ben Road in the City of Sachse. For roads, the rough proportionality calculation is a comparison of the capacity provided by a development to the traffic impacts of the proposed development.

Proportionality Methodology

Traffic generation of new development impacts the area roadway system by using available capacity. To measure system impacts, an analysis using vehicle-miles of travel in the PM peak hour was conducted. Using vehicle-miles of travel, the capacity provided by roadway improvements can be compared with the traffic generated by a proposed development. For roadway improvements, supply (vehicle-miles) is determined by multiplying the length of the facility by its available capacity.

Capacity values are based on generalized criteria from the Highway Capacity Manual (HCM). For site traffic generation, demand (vehicle-miles) is determined by multiplying an appropriate trip rate for a specific use by an average trip length associated with such use. Trip generation rates and resulting trip estimates are found in the *Institute of Transportation Engineers (ITE)* publication entitled *Trip Generation*, 8th Edition (to be consistent with the Impact Fee Analysis). Trip length information is derived information the national household travel survey that analyzed Home-Work trips as well as aerial photography determining route choice.

Using this supply and demand information, a comparison can be made to determine the rough proportional impact.

Proposed Development and Roadway Improvements

Based upon information provided by the City of Sachse and the applicant, the proposed Estates of Dominion of Pleasant Valley Single-Family Development will ultimately consist of the following land use and intensity:

- 66 Single Family Dwelling Units

According to the Subdivision Ordinance “the owner shall be responsible for the design and construction of all streets with his development and one-half of the same if an improved perimeter street.” The proposed roadway improvements for the development consist of the following (based upon the currently adopted *Master Thoroughfare Plan*):

- Pleasant Valley Road – The Sachse Master Thoroughfare shows this section of Pleasant Valley Road as a Minor Arterial (4-lane divided roadway). The request is to build two additional lanes of Pleasant Valley Road from Ben Road to the property boundary which is estimated to be 2,720’. Note that only two lanes are currently being requested on Pleasant Valley Road.
- Future Collector – The Sachse Master Thoroughfare shows this tract being bisected by a Future Collector (2-lane undivided roadway). The request is to build this collector from Pleasant Valley Road to the property boundary which is estimated to be 1,700’.

Proportionality Calculation

Projected Demand of Proposed Site

The projected vehicle-miles of demand are calculated by multiplying the proposed size of development by its appropriate trip rate and trip length. The PM peak hour trip rate per single-family land use is 1.01 vehicles per hour. This trip rate results in approximately 66 PM peak hour trips for the single-family development.

Trip length data from the Impact Fee Analysis was utilized to calculate the average trip length within the City. The resulting average trip length is approximately 2.35 miles.

- 66 dwelling units x 1.01 trips x 2.35 miles =

156.65 Total vehicle-miles of demand

Capacity Supplied by Proposed Roadway Improvements

This calculation determines the vehicle-miles of supply provided by the proposed roadway improvements and is based on length of improvement and hourly roadway capacity values. Capacity values are based on an area type of suburban residential resulting in hourly capacity values of 425 vehicles per hour per lane (vphpl) for a collector (Country Club Drive) and 650 vehicles per hour per lane (vphpl) for a four-lane divided arterial.

The request is to build Country Club Drive as a 36' collector. If Country Club Drive were not a collector and was a local street the roadway would be designed to 31' cross section. Within the Estates of Dominion of Pleasant Valley this minimum local roadway was changed to 24'. For this analysis it was assumed that the City's request was an additional 12' or one-third (1/3) of the collector. Note, this analysis could be modified to 5' or 13.89% of the collector.

▪ Pleasant Valley Road; 2,720'	
(2,720'/5,280'/mile) x 2 lanes x 650 vphpl =	669.70 vm _s
▪ Future Collector (Country Club Drive); 1,700'	
(1,700'/5,280'/mile) x 2 lanes x (1/3) x 425 vphpl =	91.22 vm _s
Total vehicle-miles supplied	760.92 vm_s

Results

A comparison of projected demand of the site relative to the roadway supply being provided reveals that the projected demand does not exceed the capacity supplied.

$$156.65 \text{ vm}_d < 760.92 \text{ vm}_s \text{ [}\sim 20.5\% \text{]}$$

Since the initial request exceeded the proportional share the request was reduced to only include the Future Collector (Country Club Drive).

▪ Future Collector (Country Club Drive); 1,700'	
(1,700'/5,280'/mile) x 2 lanes x (1/3) x 425 vphpl =	91.22 vm _s
Total vehicle-miles supplied	91.22 vm_s

With only the collector being requested a comparison of projected demand of the site relative to the roadway supply being provided reveals that the projected demand does exceed the capacity supplied and therefore requesting the Future Collector (Country Club Drive) being constructed to a 36' cross section is justified.

$$156.65 \text{ vm}_d > 91.22 \text{ vm}_s \text{ [}\sim 171\% \text{]}$$

Credits for Impact Fees

We recommend the developer receive credit for the oversized participation on Country Club Road for the cost difference between a standard local street (31' cross section) and a collector (36' cross section).

Conclusion

The purpose of this evaluation is to assess the impacts of the proposed development on the City roadway system and to determine the roughly proportional supply of roadway capacity necessary to address the added demand. The analysis reveals that the City is justified in having the developer build the two-lane Future Collector (Country Club Drive). Impact Fee Credits should be received for the oversized participation on Country Club Road for the cost difference between a standard local street (31' cross section) and a collector (36' cross section).

Note further evaluation may need to be completed to determine if left-turn lanes would be necessary along Pleasant Valley Road. This evaluation would be based on requirements from *AASHTO: A Policy on the Geometric Design of Highways and Streets*. If left-turn lanes are determined to be necessary to serve the Estates of Dominion of Pleasant Valley Development, then they would be considered an improvement needed to adequately serve this development and would be a roughly proportional request.



16301 Quorum Drive
Suite 200 B
Addison, Texas 75001

T.972.248.7676
F.972.248.1414

September 24, 2015

Mr. Ron Haynes
Haynes Development
8214 Westchester, Ste. 650
Dallas, Texas 75225

Re: Estates of Dominion of Pleasant Valley development
Sachse, Texas

Dear Ron:

Pursuant to your request, I have reviewed the oversize question for Country Club Drive, a proposed collector street crossing the subject property. My conclusions herein are based on review of City of Sachse regulations, the rough proportionality technical memo prepared by Kimley-Horn dated August 24, 2015, and the approved Planned Development Zoning Ordinance No. 3667 for the property.

Country Club Drive is shown as a collector street on the Sachse Thoroughfare Plan dated March 10, 2010. The width of the collector street is not shown on this plan, however, collectors are described as roadways that should be "designed to accommodate 2 traffic lanes and 2 parking lanes" in the Transportation Element of the Sachse Comprehensive Plan prepared by Wilbur Smith Associates. The Thoroughfare Plan is part of this Sachse Comprehensive Plan, so the documents are related. Also, in the same Transportation Element document, a typical local street is described to "accommodate one travel lane and two parking lanes, although narrower cross-sections are acceptable."

The Sachse Subdivision Ordinance (ordinance 3401, adopted July 2, 2012) describes local and collector streets in Section 8-16.A(10) as: "Local residential streets shall be paved 31 feet wide from back of curb to back of curb. Local streets in apartment, commercial, and industrial areas, and collector streets shall be paved 37 feet wide from back of curb to back of curb." Section 8-16.A(1) states "The arrangement, character, extent, width, grade, and location of all streets shall conform to the City of Sachse thoroughfare plan when available, shall conform to the standard specifications and standard construction details of the City of Sachse, and shall be considered in their relation to existing and planned streets, to topographical conditions, to public safety and in their appropriate relation to the proposed uses of the land to be served by such streets."

With the zoning of the subject property, Sachse approved a 24-foot wide (edge of pavement to edge of pavement, no curb) street section with bar ditches for a local street within the development. This street section is shown on the Concept Plan for the development which is referenced as Exhibit "C" in the zoning ordinance. It is my opinion this street section is very appropriate for the large estate lot project you are developing. Many other cities in North Texas have adopted this same standard - Lucas and Parker are just a few adjacent cities which have adopted this standard.

Sachse has the authority to change their standard and approve a narrower street section as Section 8-8.A(3) of the subdivision ordinance states: "Waivers may be granted only when in harmony with the general purpose and intent of this chapter so that the public health, safety and welfare may be secured and substantial justice done." Further, Section 10.3 Planned Development District, Design Standards in the Zoning Ordinance states: "The city council shall, after receiving the recommendation of the planning and zoning commission, establish the standards for public or private streets and alleys to be observed in a planned development district and such standards shall be specified in the ordinance establishing the district." With the approval of the zoning on the property, Sachse determined the 24-foot street width was appropriate for the development and proceeded to change their street standard for this development from a 31-foot section to a 24-foot section.

The aforementioned Kimley-Horn memo used a 36-foot wide collector street width (37-foot less the 0.5-foot curbs on either side) and a local roadway width of 24-feet (consistent with the approved zoning) as the roadway widths in the capacity calculations in their report. However, Kimley-Horn recommended the developer receive credit for the oversized participation for Country Club Road for the cost difference between a 31-foot wide street and a 36-foot wide street. I am not sure why they recommended something different than what their calculations reflect. An appropriate two-lane street for this development was established to be a 24-foot wide street.

It is my understanding Country Club Road is eligible for impact fee credits. Typically, impact fee credits are given on a dollar for dollar basis, based on the size of the facility used in the impact fee cost estimates. If the cost of a full width collector street was in the cost calculations, then impact fees should be the same full width cost. However, in the case of your development, you are using the collector street as access to your proposed lots. As such, it is appropriate and fair to give impact fee credits for the difference of the street width needed to serve your development (24-feet) and the street width required by Sachse (36-feet).

To conclude, I believe a 24-foot street section is the appropriate street width required for this development and any request for oversize by Sachse should be calculated as the difference of the oversize width, in this case a 36-foot section and the 24-foot wide section. The difference, 12-feet, should then be given as impact fee credits.

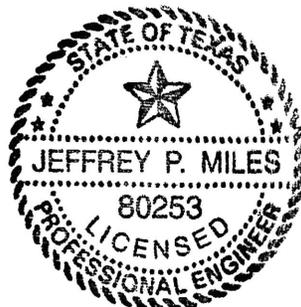
Please let me know if you have any questions.

Sincerely,

JBH Partners, Inc.



Jeffrey P. Miles, PE
Partner





Legislation Details (With Text)

File #: 15-3099 **Version:** 1 **Name:** Boards and Commissions appointments.
Type: Agenda Item **Status:** Agenda Ready
File created: 10/28/2015 **In control:** City Council
On agenda: 11/2/2015 **Final action:**
Title: Consider appointments to the City's Boards and Commissions.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Title
Consider appointments to the City's Boards and Commissions.

Background
Every year the council considers appointments to the City's Boards and Commissions. The City Council conducts interviews of members with expiring terms as well as new applicants prior to said appointments.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Consider appointments to the City's Boards and Commissions as appropriate.