



# City of Sachse, Texas

## Meeting Agenda

### City Council

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Monday, March 7, 2016

7:30 PM

Council Chambers

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*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, March 7, 2016, 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.*

[16-3244](#) Approve the minutes of the February 15, 2016 workshop meeting.

**Attachments:** [02.15.16 Minutes Workshop](#)

[16-3246](#) Approve the minutes of the February 15, 2016 regular meeting.

**Attachments:** [02.15.16 Minutes](#)

[16-3257](#) Approve the minutes of the February 29, 2016 special joint meeting.

**Attachments:** [02.29.16 Minutes Special Joint](#)

[16-3248](#) Consider an ordinance cancelling the May 7, 2016 General Election.

**Attachments:** [Certificate of Unopposed Candidates](#)  
[Ordinance Cancelling Election](#)

[16-3254](#) Consider receiving the Monthly Revenue and Expenditure Report for the period ending January 31, 2016.

**Attachments:** [GF 1-31-16](#)  
[UF 1-31-16](#)  
[DS 1-31-16](#)  
[SEDC 1-31-16](#)  
[Sales Tax Analysis March 2016](#)

[16-3258](#) Consider authorizing the City Manager to enter into a Development Agreement with Sachse 95, LTD, a Texas Limited Partnership, for the development of Kensington Park.

**Attachments:** [Development Agreement](#)  
[Exhibit A - Property Description](#)

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

### 3. CITIZEN INPUT.

*The public is invited at this time to address the Council. The Mayor will ask you to come to the microphone and state your name and address for the record. If your remarks pertain to a specific agenda item, please hold them until that item, at which time the Mayor may solicit your comments. Time limit is 3 minutes per speaker. The City Council is prohibited 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.

[16-3250](#) Consider receiving the City's Comprehensive Annual Finance Report (CAFR) for the fiscal year ending September 30, 2015.

**Attachments:** [Sachse CAFR Final 2015](#)  
[Management Rep Letter](#)  
[Auditors Communication with Governance](#)  
[Communication of Material Weakness](#)

[16-3260](#) Discuss and receive direction from the City Council regarding retail energy supply services for the City of Sachse and move forward with the Texas Coalition for Affordable Power, Inc. (TCAP) or negotiating services with a retail energy broker.

[16-3255](#) Consider a Resolution of the City Council of the City of Sachse, Texas, authorizing the Texas Coalition for Affordable Power, Inc. (TCAP) to negotiate an electric supply agreement for five years for deliveries of electricity effective January 1, 2018.

**Attachments:** [Resolution](#)

[16-3259](#) Discuss and consider approval of a contract for Professional Services with Gateway Planning Group, Inc. and authorize the City Manager to execute for the same.

**Attachments:** [Staff Presentation](#)  
[Scope of Services](#)  
[Professional Service Agreement](#)

[16-3253](#) Consider an ordinance authorizing certain budget amendments pertaining to the fiscal year 2015-2016 budget; and providing an effective date.

**Attachments:** [Ordinance Amending 2015-2016 Budget 030716](#)

[16-3229](#) Consider and authorize the City Manager to execute an amendment to the lease agreement with the Sachse Chamber of Commerce to lease a portion of the former municipal building at 5560 S.H. 78.

**Attachments:** [Chamber of Commerce Lease - Current](#)  
[Chamber of Commerce First Amendment to Lease Agreement](#)

[16-3247](#) Consider and act on a Preliminary Plat application for Kensington Park from JBI Partners, generally located north of the intersection of Ben Road and Pleasant Valley Estates, within city limits.

**Attachments:** [Staff Presentation](#)  
[Proposed Plat](#)

[16-3241](#) Discuss sidewalk maintenance policies.

**Attachments:** [Discuss Sidewalk Policy](#)

## 5. EXECUTIVE SESSION.

[16-3245](#) The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.074: Personnel regarding the six month review of the City Secretary.

Consider any action necessary as a result of Executive Session.

## 6. 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 551.072(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: March 4, 2016; 5:00 p.m.

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Michelle Lewis Sirianni, City Secretary

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



# City of Sachse, Texas

## Legislation Details (With Text)

**File #:** 16-3244      **Version:** 1      **Name:** February 15, 2016 Council Workshop minutes.  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 2/22/2016      **In control:** City Council  
**On agenda:** 3/7/2016      **Final action:**  
**Title:** Approve the minutes of the February 15, 2016 workshop meeting.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [02.15.16 Minutes Workshop](#)

Date	Ver.	Action By	Action	Result
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Title  
Approve the minutes of the February 15, 2016 workshop meeting.

Background  
Minutes of the February 15, 2016 workshop meeting.

Policy Considerations  
None.

Budgetary Considerations  
None.

Staff Recommendations  
Approve the minutes of the February 15, 2016 workshop meeting.

## **CITY COUNCIL OF THE CITY OF SACHSE**

### **WORKSHOP MEETING MINUTES**

**FEBRUARY 15, 2016**

The City Council of the City of Sachse held a workshop meeting on Monday, February 15, 2016 at 6:30 p.m. at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Council Members Charlie Ross, Paul Watkins, Bill Adams, and Cullen King. City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; Director of Public Works and Engineering, Greg Peters; Community Development Director, Dusty McAfee; Chief of Police, Bryan Sylvester; Interim Fire Chief, Marty Wade; EDC Director, Leslyn Blake; Finance Director, Teresa Savage; Parks and Recreation Director, Lance Whitworth, and Human Resources Director, Stacy Buckley. Mayor Pro Tem Brett Franks and Council Member Jeff Bickerstaff were absent.

Mayor Felix called the meeting to order at 6:35 p.m.

#### **DISCUSS HIGHEST AND BEST USE STUDY FOR INDUSTRIAL ZONED PROPERTY LOCATED AT SH 78 AND RANCH ROAD:**

Ms. Blake introduced this item stating that Thomas Hester with Parson Brinkerhoff will be presenting findings regarding the development feasibility study for the Ranch Road and SH 78 corridor. The study was conducted in conjunction with the Sachse EDC and local landowners, stakeholders, developers, and private sector interests in order to assess the feasibility of developing this area and to determine the highest and best use land use plan.

Mr. Hester presented council with an overview of the study process. The following criteria was used to help determine the highest and best use development: ability to create high quality jobs, ability to attract current market demand, ability to produce a comparatively higher overall development value and higher net revenue, and the ability to catalyze other desirable development surrounding the study. Mr. Hester discussed the site analysis in the context of general conditions for development within Sachse and included the opportunities to leverage as well as the challenges to address, and the planning and development strategies and scenarios. The outcome of the study indicated that a mixed-use professional services center would provide a highest and best use scenario by offering the highest comparable development value, built-in market resiliency, and provision for needed community services.

Council discussed the development scenarios, roadway connectivity to the area, and possible development(s) including current policies that could be affecting the area and attraction to it.

No action was taken.

**ADJOURNMENT:** At 7:32 p.m. Mayor Felix adjourned the meeting.

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MIKE J FELIX, MAYOR

ATTEST:

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Michelle Lewis Sirianni, City Secretary



# City of Sachse, Texas

## Legislation Details (With Text)

**File #:** 16-3246      **Version:** 1      **Name:** February 15, 2016 Council minutes.  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 2/22/2016      **In control:** City Council  
**On agenda:** 3/7/2016      **Final action:**  
**Title:** Approve the minutes of the February 15, 2016 regular meeting.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [02.15.16 Minutes](#)

Date	Ver.	Action By	Action	Result
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### Title

Approve the minutes of the February 15, 2016 regular meeting.

### Background

Minutes of the February 15, 2016 regular meeting.

### Policy Considerations

None.

### Budgetary Considerations

None.

### Staff Recommendations

Approve the minutes of the February 15, 2016 regular meeting.

# CITY COUNCIL OF THE CITY OF SACHSE

## MEETING MINUTES

**FEBRUARY 15, 2016**

The City Council of the City of Sachse held a regular meeting on Monday, February 15, 2016 at 7:30 p.m. at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, 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; Interim Fire Chief, Martin Wade; Police Chief, Bryan Sylvester, and Finance Director, Teresa Savage. Mayor Pro Tem Brett Franks and Council Member Jeff Bickerstaff were absent.

Mayor Felix opened the meeting at 7:40 p.m.

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

**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. **16-3221** Approve the minutes of the February 1, 2016 workshop meeting. **16-3222** Approve the minutes of the February 1, 2016 regular meeting. **16-3212** Approve a resolution adopting the FEMA approved 2015 Dallas County Hazard Mitigation Action Plan (HazMAP). **16-3193** Consider acceptance of the Quarterly Budget and Investment Report for the quarter ending December 31, 2015.

Councilman Adams made a motion to approve items 16-3221, 16-3222, 16-3212, and 16-3193 as submitted. Councilman Ross seconded that motion and the motion was unanimously approved.

### **MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS,**

Councilman King thanked the staff at the Animal Shelter for their efforts in remodeling areas at the shelter and asked for anyone who may have questions regarding animal traps to contact the Animal Control. Councilman King acknowledged the Scouts that were in the audience working on their communications badge as well as the home school organization that aids children in learning how to debate.

Councilman Ross stated that on Monday, February 22 at 6:00 p.m., the Library will host a chocolate themed party, on Tuesday, February 23 at 6:00 p.m., the Explore Horizons will be hosting a "Magic Tree House" Egyptian Extravaganza, and on Tuesday, March 1 at 6:00 p.m. the

Library will host a Dr. Seuss birthday party. Councilman Ross added that tax forms are available at the Library while supplies last.

Councilman Watkins stated that the Sachse CERT held their biggest training class to date with over 48 people in attendance. Councilman Watkins encouraged everyone to attend to learn the 72 hour rule and how to be aware and prepared if a disaster should occur. You can find out more information at their website: [www.cityofsachsecert.org](http://www.cityofsachsecert.org).

Mayor Felix stated that the City will host its annual citywide trash cleanup and Arbor Day Jubilee on April 8 and April 9.

### **CITIZENS INPUT:**

Ellin Grant, 7302 Vista Ridge Lane, Sachse, stated her concern is with the speed limit change on Pleasant Valley Road and how it is causing dangerous passing and clogging up the roads. She would like to see the speed limit at 40 mph.

Emily Duffy, 6714 Eastview Drive, Sachse, stated she is against the speed limit change. Her concerns are that the speed limit is too low and unsafe causing people to tailgate and unsafe passing. She would like to see the speed limit at 40 mph.

Martha Lloyd, 6605 Eastview Drive, Sachse, asked Council to raise the speed limit back to 40 mph and back on a future council agenda for discussion.

Olivia Izaguirre, 6404 Ben Road, Sachse, is in favor of the 30 mph speed limit due to the safety of the children. Her concerns are the large trucks traveling on Pleasant Valley Road and if the speed limit is increased back to 40 mph, then drivers will go 50 mph.

Sandra Ritzmann, 9509 Wells Road, Wylie, asked Council to reconsider the speed limit on Pleasant Valley Road. She urged Council to work with Wylie on finding the right speed limit and coordinate efforts.

Fred Daugherty, 3210 Whiteley Road, Wylie, asked Council to reconsider and increase the speed limit on Pleasant Valley Road back to 40 mph.

Gary Tambourine, 110 Wagon Wheel Lane, Wylie, stated he drives Pleasant Valley Road several times a day and likes making it safer for the children, but is against the 30 mph speed limit.

Kathy Cobb, 3820 6<sup>th</sup> Street, Sachse, requested Council to place reflectors and/or signage near McCreary Road and Dewitt where the road splits near Canyon Crest to make it safer, thanked Council for the street repair on 6<sup>th</sup> Street by the museum, and mentioned that AARP is at the Senior Center on Tuesday's for tax assistance.

Scott Phillips, 106 Wagon Wheel Lane, Wylie, stated the 30 mph on Pleasant Valley Road is too slow and would like to see it raised back to 40 mph. He requested this item to be placed back on a future agenda.

Joseph Sullivan, 138 Wagon Wheel Lane, Wylie, is in opposition to the 30 mph speed limit. He stated that it is hard to drive 30 mph on Pleasant Valley Road and to reconsider increasing back to 40 mph.

### **REGULAR AGENDA ITEMS:**

#### **16-3227 Receive Sachse Police Department's 2015 Year in Review.**

Chief Sylvester presented Council with a review of their department for the 2015 year. Chief Sylvester provided comparable statistics on crime, arrests, and part II crimes, residential and commercial burglaries, vehicles burglaries, and robberies and thefts. Chief Sylvester touched on the accomplishments from the department, which included the drug drop box program and the safe trade zone. He commended the Animal Shelter for their efforts with increased adoptions, fewer euthanizations, expansion of the feline area, and the response to the Rowlett tornado. Chief Sylvester stated for the upcoming year they are working on volunteer program development, re-institute AOR community meetings, a summer children's program, new crime prevention programming, and civilian proposal.

The Council expressed their thanks on how proud they are of the department and all they do. Councilman King noted that AOR 1, 3, and 4 will be meeting Thursday and Councilman Adams commented on Sachse making the safest cities list in Texas. Sachse came in twelfth in the population over 10,000 category.

#### **16-3228 Conduct a public hearing to consider and act on a request for a Special Use Permit (SUP) for Automotive Sales and Major Automotive Repair on approximately 0.459 acres of land, generally located at 6404 Industrial Drive, currently zoned Industrial (I-1).**

Mr. McAfee introduced this item by providing the project information and indicating that a SUP is required in order for the business to legally operate in the I-1 district. Mr. McAfee stated 173 property owners within 1,000 square feet were notified regarding this request and no responses were received. The Future Land Use Plan (FLUP) within the Comprehensive Plan designates this subject area as Industrial, which supports the request. Mr. McAfee stated the following proposed special ordinance provisions have been added to the request: the outside repair of vehicles and storage of vehicles under repair shall be prohibited, a Site Plan shall be submitted to Community Development depicting a parking layout for approval, no parking or storage of vehicles shall be permitted outside of designated parking spaces as shown on the approved Site Plan, and no advertising, signage nor business activity oriented towards SH 78 is allowed. At the January 25 Planning and Zoning Commission meeting, the commission recommended approval with a 6-1 vote. Staff recommends approval of the proposed SUP with the special ordinance provisions discussed herein.

Mayor Felix opened the public hearing. No comments were made.

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

Councilman King asked if the business was more sales or repair business. The applicant responded that the majority of the business will be done online. Any inventory will be displayed toward the industrial area, and the repairs will be done in the back and not in site view.

Councilman Watkins asked why a 6-1 vote by the Planning and Zoning Commission. Mr. McAfee responded that the one opposed thought the proposed use was too intense of a land use for that corridor.

Councilman Adams noted that he would like to see continued Code Enforcement in this area.

Councilman King made a motion to approve a Special Use Permit (SUP) for Automotive Sales and Major Automotive Repair. Councilman Watkins seconded that motion and the motion was unanimously approved.

**16-3230 Consider a resolution approving purchase orders in the amount not to exceed eighty thousand dollars (\$80,000) to Reynolds Asphalt and Construction Company, Incorporated for asphalt roadway improvement projects.**

Mr. Peters introduced this item by providing an overview of the additional project selection, the current 2015-2016 street tax maintenance projects, and the budget for these projects. Mr. Peters discussed the cities current project lists for concrete and asphalt streets, and provided some additional information on how the department is looking for more cost effective ways to rehabilitate and maintain the cities roads. Staff recommends the selection of the following project locations based upon the road ratings and available funds: Sachse Street from 5<sup>th</sup> Street to 6<sup>th</sup> Street and Salmon Street from SH 78 to 3407 Salmon Street.

Councilman King asked how the projects were selected. Mr. Peters responded that they were selected based on budget and lowest road rating score.

Councilman Ross asked if the lists include all the recommended streets to date. Mr. Peters replied that there are additional streets being scored, but none of them are rated a two or three.

Councilman King made a motion to approve a resolution approving purchase orders in the amount not to exceed eighty thousand dollars (\$80,000) to Reynolds Asphalt and Construction Company, Incorporated for asphalt roadway improvement projects as recommended by staff. Councilman Watkins seconded that motion and the motion was unanimously approved.

**ADJOURNMENT:**

At 9:10 p.m. Councilman Adams made a motion to adjourn the meeting. Councilman Ross seconded that motion and the motion was unanimously approved.

Mayor Felix adjourned the meeting.

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MIKE J. FELIX, MAYOR

ATTEST:

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Michelle Lewis Sirianni, City Secretary



# City of Sachse, Texas

## Legislation Details (With Text)

**File #:** 16-3257      **Version:** 1      **Name:** February 29, 2016 Council joint meeting minutes.  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 3/2/2016      **In control:** City Council  
**On agenda:** 3/7/2016      **Final action:**  
**Title:** Approve the minutes of the February 29, 2016 special joint meeting.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [02.29.16 Minutes Special Joint](#)

Date	Ver.	Action By	Action	Result
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### Title

Approve the minutes of the February 29, 2016 special joint meeting.

### Background

Minutes of the February 29, 2016 special joint meeting.

### Policy Considerations

None.

### Budgetary Considerations

None.

### Staff Recommendations

Approve the minutes of the February 29, 2016 special joint meeting.

**CITY COUNCIL OF THE CITY OF SACHSE**  
**SPECIAL JOINT MEETING MINUTES**  
**FEBRUARY 29, 2016**

The City Council and the Economic Development Corporation of the City of Sachse held a special joint meeting on Monday, February 29, 2016 at 6:00 p.m. at the Public Safety Building, 3815-D Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Council Members Brett Franks, Charlie Ross, Paul Watkins, Bill Adams, Cullen King, and Jeff Bickerstaff. EDC Members Spencer Hauenstein, Lyndsey Rhode, Marcia Harris-Daniel, Michael VanBuskirk, Niloufer Watkins, and Karlos McGhee. City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; Director of Public Works and Engineering, Greg Peters; Community Development Director, Dusty McAfee; Interim Fire Chief, Marty Wade; EDC Director, Leslyn Blake; Finance Director, Teresa Savage; and Parks and Recreation Director, Lance Whitworth.

Mayor Felix opened the special joint meeting at 6:03 p.m. with a quorum of City Council present.

Spencer Hauenstein, EDC President opened the special joint meeting at 6:03 p.m. with a quorum of the EDC Board of Directors present.

The City Council and EDC took a brief recess at 6:04 p.m. At 6:14 p.m. the City Council and EDC reconvened back into session.

**DISCUSS THE CITY'S COMPREHENSIVE PLAN:**

Mrs. Nash introduced this item stating five firms submitted plans from the RFP; three firms were interviewed and one was selected, Gateway Planning and Catalyst Commercial.

Mr. McAfee provided a project update and stated the proposal will address the areas recommended by Council, but also address special area and market based plans and the difference between the two. Mr. McAfee addressed the proposal and stated that the Comp Plan still delivers shared community vision based on community engagement, declares future land use, parks plan, growth management and policy guide items, and other elements. The consultants specialize in a unique, niche area that best positions Sachse for meaningful development, which is above and beyond traditional Comp Plan deliverables.

Scott Polikov with Gateway Planning and Jason Claunch with Catalyst Commercial presented the Council and EDC with an implementation focused approach. Mr. Polikov stated that they will update the typical elements of the Comprehensive Plan, defer fiscal and implementation considerations and use an outcome driven approach by taking advantage of a mature community, virtuous cycle of reinvestment, and regional differentiation. Examples were given of some previous work the companies have done for other cities that focused on special area anchored initiatives which focused on corridors and places. Mr. Polikov stated that communities already know their existing opportunities and should build upon that. For Sachse, the 190 Corridor and the SH 78 Corridor could be two focus areas. They highlighted that their approach would include the following: Implementation which can include streets for people, design standards, restaurants as

entertainment, and return on investments. A focused work plan which involves focused community engagement, understanding financial baselines, and defining outcomes based on Council's strategic plan. A return on investment that includes special area plans, scenarios to guide city management, and optimizing for the future, while recruiting now, and most importantly, community buy-in which will aid in updating the Comprehensive Plan elements in context of real projects such as the Future Land Use Plan (FLUP), prioritizing infrastructure, parks, and trails, and honoring the authentic history of Sachse.

City Council and the EDC Board of Directors discussed their concerns along the SH 78 corridor, where do they envision a downtown for Sachse, as well as what would be the next steps if they choose Gateway Planning and Catalyst Commercial. Mr. Polikov noted that small group interviews would be done before tailoring on specific focus areas. They will build a scenario analysis and add the technical value. Workshops would also be done with specific design strategies that would be presented with 'real time' feedback. The timeframe of completion would be roughly nine months.

The City Council and EDC took a brief recess at 7:54 p.m. At 8:09 p.m. the City Council and EDC reconvened back into session.

The Council and EDC discussed the budgetary components and how payments would be made on this project. Mrs. Nash stated that staff would bring back the recommendation at the March 7 meeting along with the budget amendment. The EDC would also make their recommendation at their next meeting, which would then go to council for approval.

No action was taken.

#### **DISCUSS THE DEVELOPMENT OF GOALS AND OBJECTIVES BETWEEN THE EDC AND CITY OF SACHSE:**

Ms. Blake introduced this item by providing drafted goals based on Council direction that was given during the Council's strategic planning workshop. Ms. Blake stated she has condensed them down into four goals that will have tasks, which all will related back to strategic goals set forth by Council and the EDC Board. Ms. Blake asked for Council feedback and direction regarding the goals and objectives presented.

The Council and EDC discussed how they can work together to ensure they both are working towards the same goal(s). Council addressed concerns by the EDC Board with Council encouraging EDC to develop relationships and make potential contacts for Ms. Blake to pursue. Council and EDC also discussed types of restaurants they would like see within Sachse and using City events to help support and draw business to the City.

Ms. Blake stated that she alongside the City Manager, she will work on setting tasks to the goals with more specificity that will be in line with the overall strategic plan.

**ADJOURNMENT:** At 9:11 p.m. Mayor Felix adjourned the meeting.

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MIKE J FELIX, MAYOR

ATTEST:

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Michelle Lewis Sirianni, City Secretary



# City of Sachse, Texas

## Legislation Details (With Text)

<b>File #:</b>	16-3248	<b>Version:</b>	1	<b>Name:</b>	Canceling May 7, 2016 General City Council Election.
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	2/23/2016	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	3/7/2016	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider an ordinance cancelling the May 7, 2016 General Election.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Certificate of Unopposed Candidates</a> <a href="#">Ordinance Cancelling Election</a>				

Date	Ver.	Action By	Action	Result
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### Title

Consider an order cancelling the May 7, 2016 General Election.

### Background

As of the filing deadlines, candidates Cullen King (Place 5), Jeff Bickerstaff (Place 6), and Mike Felix (Mayor) were unopposed. The Texas Election Code Section 2.053 (a) provides for the cancelling of the Election and declaring the candidates elected. The Election Code states that they cannot take the oath of office until after the regular election canvass period, which is currently scheduled for the May 16 City Council meeting. As in recent years, oaths of office are administered at the first City Council Meeting in June and candidates will receive their Certificate of Election.

### Policy Considerations

None.

### Budgetary Considerations

None.

### Staff Recommendations

Approve an ordinance cancelling the May 7, 2016 General Election.

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR  
OTHER POLITICAL SUBDIVISIONS (NOT COUNTY)**

***CERTIFICACIÓN DE CANDIDATOS ÚNICOS  
DE OTRAS SUBDIVISIONES POLÍTICAS (NO COUNTY)***

**To: Presiding Officer of Governing Body  
Para: Oficial Presidente del Consejo de administración**

**As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on Saturday, May 7, 2016.**

***Como la autoridad responsable de tener la boleta oficial preparada, certifica que los siguientes candidatos son sin oposición para ocupar cargo en la elección que se celebrará en sábado, 07 de mayo de 2016.***

**Office(s) Cargo(s)**

**Candidate(s) Candidato(s)**

**Place 5**

**Cullen King**

**Place 6**

**Jeff Bickerstaff**

**Mayor**

**Mike Felix**



**Signature (Firma)**

**Michelle Lewis Sirianni**

**Printed name (Nombre en letra de molde)**

**City Secretary**

**Title (Puesto)**

**March 7, 2016**

**Date (Fecha)**

**(Seal) (sello)**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, CANCELING THE ELECTION SCHEDULED TO BE HELD MAY 07, 2016, FOR THE PURPOSE OF ELECTING THE CITY COUNCIL MEMBER(S) FOR PLACE NO. 5, 6, AND MAYOR; DECLARING EACH UNOPPOSED CANDIDATE ELECTED TO OFFICE; ORDERING THE POSTING OF THIS ORDINANCE AT CITY HALL ON ELECTION DAY; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, Ordinance No. 3717, was adopted by the City Council on February 1, 2016, for the purpose of electing the City Councilmember for Place No. 5, 6, and Mayor to the Sachse City Council; and,

**WHEREAS**, the election is for officers of the City in which write-in votes may be counted only for names appearing on a list of write-in candidates and in which each candidate whose name is to appearing on the ballot is unopposed, and no proposition is to appear on the ballot; and,

**WHEREAS**, the filing deadlines for name placement on the ballot and declaration of write-in candidacy have passed; and,

**WHEREAS**, the City Council has received the City Secretary's written certification that each candidate is unopposed for the election; and,

**WHEREAS**, in these circumstances, Section 2.053(a) of the Texas Election Code authorizes the governing body to declare each unopposed candidate elected to office and to cancel the election thereby avoiding the expenses related to holding an election and saving public funds.

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

**SECTION 1.** The general election for the purpose of electing the City Councilmember Place No. 5, 6, and Mayor previously called for May 07, 2016, is hereby canceled.

**SECTION 2.** The following candidates, who are unopposed for the May 07, 2016, General Election, are hereby declared elected to office and shall be issued a certificate-of-election:

Councilmember Place No. 5	Cullen King
Councilmember Place No. 6	Jeff Bickerstaff
Mayor	Mike Felix

**SECTION 3.** The City Secretary shall post a copy of this ordinance at City Hall and on Election Day shall post a copy of this ordinance at the polling place located at the City Hall Municipal Complex, 3815 Sachse Road, Building B, Sachse, Texas.

**SECTION 4.** Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect..

**SECTION 5.** This ordinance shall take effect immediately in accordance with the provisions of the Charter of the City of Sachse, and it is accordingly so ordained.

**DULY PASSED AND APPROVED** by the City Council of the City of Sachse, Texas on the 7<sup>th</sup> day of March, 2016.

**APPROVED:**

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Mike J. Felix, Mayor

ATTEST:

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Michelle Lewis Sirianni, City Secretary

APPROVED AS TO FORM:

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Peter G. Smith, City Attorney



# City of Sachse, Texas

## Legislation Details (With Text)

**File #:** 16-3254      **Version:** 1      **Name:** Monthly revenue and expenditures January 2016  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 3/1/2016      **In control:** City Council  
**On agenda:** 3/7/2016      **Final action:**  
**Title:** Consider receiving the Monthly Revenue and Expenditure Report for the period ending January 31, 2016.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [GF 1-31-16](#)  
[UF 1-31-16](#)  
[DS 1-31-16](#)  
[SEDC 1-31-16](#)  
[Sales Tax Analysis March 2016](#)

Date	Ver.	Action By	Action	Result
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### Title

Consider receiving the Monthly Revenue and Expenditure Report for the period ending January 31, 2016.

### Background

The Finance Department will prepare a report each month to update the City Council regarding revenues and expenditures for the City. The attached reports are for the month ended January 31, 2016. Included are unaudited summaries for the General Fund, Utility Fund, Debt Service Fund, and Sachse Economic Development Corporation.

### Policy Considerations

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

### Budgetary Considerations

N/A

### Staff Recommendations

Receive the Monthly Revenue and Expenditure Report for the period ending January 31, 2016.

**City of Sachse**  
 Monthly Revenue and Expenditure Report  
 January 31, 2016  
 (Unaudited)

**GENERAL FUND**

33% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 33%
<b>Revenue Summary</b>					
Property Tax	\$ 9,106,824	\$ 1,694,082	\$ 8,237,649	90.46%	<b>A</b>
Sales Tax	1,244,094	121,868	439,012	35.29%	
Franchise Fees	1,590,122	186,848	589,431	37.07%	
Licenses and Permits	535,500	41,942	232,045	43.33%	
Service Fees	681,500	55,976	254,829	37.39%	
Fines	275,000	11,271	69,908	25.42%	
Interest Income	12,000	(1,133)	1,067	8.90%	<b>C</b>
Miscellaneous Income	372,360	16,765	79,360	21.31%	
Intergovernmental Revenue	986,945	82,245	328,982	33.33%	
<b>Total Revenue</b>	<b>\$ 14,804,345</b>	<b>\$ 2,209,866</b>	<b>\$ 10,232,283</b>	<b>69.12%</b>	
<b>Expenditure Summary</b>					
City Manager	\$ 374,652	\$ 31,406	\$ 126,486	33.76%	
City Secretary	157,148	9,268	41,808	26.60%	
Human Resources	294,803	17,189	91,044	30.88%	
Finance	608,428	48,583	222,982	36.65%	
Municipal Court	212,197	15,873	60,098	28.32%	
Parks & Recreation	1,004,375	78,993	320,724	31.93%	
Senior Programs	122,821	12,147	41,388	33.70%	
Library Services	371,686	29,600	129,502	34.84%	
Community Development	810,899	55,812	267,872	33.03%	
Streets & Drainage	1,259,147	103,299	389,326	30.92%	
Facility Maintenance	463,404	33,677	140,538	30.33%	
Police	4,566,001	383,080	1,603,392	35.12%	
Animal Control	225,172	37,263	88,015	39.09%	
Fire/EMS	3,295,682	273,905	1,122,252	34.05%	
Combined Services	577,463	35,922	300,821	52.09%	<b>B</b>
City Engineer	299,968	16,761	91,899	30.64%	
<b>Total Expenditures</b>	<b>\$ 14,643,846</b>	<b>\$ 1,182,777</b>	<b>\$ 5,038,146</b>	<b>34.40%</b>	
<b>Total Revenue Over/Under Expenses</b>	<b>\$ 160,499</b>	<b>\$ 1,027,089</b>	<b>\$ 5,194,137</b>		

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**Explanation of Major Variances:**

- A** Property Tax receipts peak in December and January
- B** Total annual property and liability premium paid in October
- C** Investment expenses posted in January; income will post at end of quarter.

**City of Sachse**  
 Monthly Revenue and Expenditure Report  
 January 31, 2016  
 (Unaudited)

**UTILITY FUND**

33% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 33%
<b>Revenue Summary</b>					
Water Revenue	\$ 4,839,836	\$ 324,900	\$ 1,855,500	38.34%	
Sewer Revenue	4,132,115	335,058	1,323,431	32.03%	
Fees	156,300	17,861	55,665	35.61%	
Interest Income	2,500	(1)	(230)	-9.20%	A
Transfer In-Debt Service	138,194			0.00%	
Miscellaneous Income	-	-	-		
<b>Total Revenue</b>	<b>\$ 9,268,945</b>	<b>\$ 677,819</b>	<b>\$ 3,234,366</b>	<b>34.89%</b>	
<b>Expenditure Summary</b>					
Utility Administration	\$ 285,823	\$ 27,797	\$ 95,674	33.47%	
Water Operations	5,034,698	455,829	1,630,740	32.39%	
Sewer Operations	3,427,132	456,780	1,109,495	32.37%	
Meter Reading	227,045	35,139	107,201	47.22%	
<b>Total Expenditures</b>	<b>\$ 8,974,698</b>	<b>\$ 975,544</b>	<b>\$ 2,943,109</b>	<b>32.79%</b>	
<b>Total Revenue Over/Under Expenses</b>	<b>\$ 294,247</b>	<b>\$ (297,726)</b>	<b>\$ 291,257</b>		

**Explanation of Major Variances:**

A Investment expenses posted in January; income will post at end of quarter.

Monthly Revenue and Expenditure Report  
January 31, 2016  
(Unaudited)

**Debt Service Fund**

33% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 33%
<b>Revenue Summary</b>					
Property Tax	\$ 3,001,087	\$ 547,768	\$ 2,662,630	88.72%	
Interest Income	1,500	(5)	11	0.75%	<b>B</b>
<b>Total Revenue</b>	<b>\$ 3,002,587</b>	<b>\$ 547,764</b>	<b>\$ 2,662,642</b>	<b>88.68%</b>	
<b>Expenditure Summary</b>					
Fees	\$ 1,000	\$ -	\$ -	0.00%	
Principal	1,325,000	-	-	0.00%	<b>A</b>
Interest	1,553,433			0.00%	<b>A</b>
Transfer Out-Utility Fund	138,146				
<b>Total Expenditures</b>	<b>\$ 3,017,579</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	
<b>Total Revenue Over/Under Expenses</b>	<b>\$ (14,992)</b>	<b>\$ 547,764</b>	<b>\$ 2,662,642</b>		

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

**B** Investment expenses posted in January; income will post at end of quarter.

**City of Sachse**  
 Monthly Revenue and Expenditure Report  
 January 31, 2016  
 (Unaudited)

**SACHSE ECONOMIC DEVELOPMENT CORPORATION**

33% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
<b>Revenue Summary</b>					
Sales Tax	\$ 609,759	\$ 56,657	\$ 211,885	34.75%	
Other Income	\$ -	\$ -	\$ -		
Interest Income	8,000	(747)	1,207	15.09%	A
<b>Total Revenue</b>	<b>\$ 617,759</b>	<b>\$ 55,910</b>	<b>\$ 213,091</b>	<b>34.49%</b>	
<b>Expenditure Summary</b>					
Expenditures	599,811	26,151	110,817	18.48%	
<b>Total Expenditures</b>	<b>\$ 599,811</b>	<b>\$ 26,151</b>	<b>\$ 110,817</b>	<b>18.48%</b>	
<b>Total Revenue Over/Under Expenses</b>	<b>\$ 17,948</b>	<b>\$ 29,759</b>	<b>\$ 102,275</b>		

Explanation of Major Variances:

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

<b>FY 2015</b>	<b>Total Sales Tax</b>	<b>General Fund Sales Tax</b>	<b>General Fund Year-To-Date</b>	<b>YTD Percent of Budget</b>	<b>FY 2016</b>	<b>Total Sales Tax</b>	<b>General Fund Sales Tax</b>	<b>General Fund Year-To-Date</b>	<b>YTD Percent of Budget</b>
October	149,053	85,169	85,169	7.30%	October	156,703	89,540	89,540	7.34%
November	227,089	129,759	214,928	18.43%	November	223,828	127,895	217,435	17.83%
December	162,100	92,624	307,552	26.37%	December	162,793	93,020	310,455	25.46%
January	158,992	90,848	398,400	34.16%	January	198,309	113,314	423,769	34.75%
February	257,209	146,969	545,369	46.75%	February	278,265	159,001	582,769	47.79%
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				
<b>TOTAL</b>	<b>2,173,787</b>	<b>1,242,103</b>			<b>TOTAL</b>	<b>1,019,898</b>	<b>582,769</b>		
<b>BUDGET</b>		<b>1,166,444</b>			<b>BUDGET</b>		<b>1,219,518</b>		



# City of Sachse, Texas

## Legislation Details (With Text)

<b>File #:</b>	16-3258	<b>Version:</b>	1	<b>Name:</b>	Development Agreement - Sachse 95, Ltd.
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	3/3/2016	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	3/7/2016	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider authorizing the City Manager to enter into a Development Agreement with Sachse 95, LTD, a Texas Limited Partnership, for the development of Kensington Park.				

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Development Agreement](#)  
[Exhibit A - Property Description](#)

Date	Ver.	Action By	Action	Result
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### Title

Consider authorizing the City Manager to enter into a Development Agreement with Sachse 95, LTD, a Texas Limited Partnership, for the development of Kensington Park.

### Background

Sachse 95, LTD is the developer of Kensington Park, a single family planned development on 96.80 acres of land located at the northeast corner of Pleasant Valley Road and Ben Road. (Exhibit A - Property Description)

The development includes 66 single family residential lots, public water mains, a collector road, and local streets. The lots are 1+ acres in area, and are planned to have on-site sewage facilities (septic systems).

The anticipated impact fees from the development include:

- Roadway Impact Fees - \$161,700.00
- Water Impact Fees - \$166,386.00

The City of Sachse Impact Fee Ordinance states:

- (1) Any construction of, contributions to, or dedications of any facility appearing in the capital improvements plan that is required by the city to be constructed by the owner as a condition of development shall be credited against the impact fees otherwise due from the same category (roadway, water or wastewater) of impact fees assessed on the development.

- (2) The amount of each credit for required construction of a facility in the capital improvements plan shall be calculated by multiplying the value of the facility assessed for the capital improvements plan by a fraction, the numerator of which is the impact fee per service unit equivalent due for the new development computed using the denominator of which is the maximum impact fee per service unit computed using the capital improvements plan.

The internal collector road (Country Club Drive) is shown on the City of Sachse Capital Improvement Plan, and is thus required to be constructed by the Developer. Due to the low density of the development (66 lots), an internal collector road is not required for the traffic volume generated by the development. Therefore, per the City of Sachse Impact Fee Ordinance, the developer is authorized to receive the reimbursement of roadway impact fees for the construction of Country Club Drive.

#### Policy Considerations

The City Council may choose to enter into agreements with private land developers related to public improvements in the City.

The proposed development agreement is based upon the City of Sachse Impact Fee Ordinance as reviewed by the City Attorney.

#### Budgetary Considerations

The Developer agrees to construct a 12-inch public water main, and the proposed 36-foot wide concrete collector road in accordance with the City of Sachse Capital Improvement Plan.

The City agrees to reimburse impact fees for the cost to upsize the water main from an 8-inch main to a 12-inch main. (The development only requires an 8-inch main).

The City also agrees to reimburse roadway impact fees for the construction of the collector road, in accordance with the City of Sachse Impact Fee Ordinance.

Upon City acceptance of each phase of the improvements, the City of Sachse will reimburse impact fees received from the lots developed in the subdivision:

- Roadway Impact Fee Reimbursement not to exceed \$161,700.00
- Water Impact Fee Reimbursement not to exceed \$57,243.00

#### Staff Recommendations

Authorize the City Manager to enter into a Development Agreement with Sachse 95, LTD, a Texas Limited Partnership, for the development of Kensington Park.

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

**DEVELOPMENT AGREEMENT**

This Development Agreement (“Agreement”) is made by and between the City of Sachse, Texas (“City”), and Sachse 95, a Texas limited partnership (“Developer”) (each a “Party” or collectively the “Parties”), acting by and through their duly authorized representatives.

**RECITALS:**

**WHEREAS**, Developer is the owner of the Property, which is located in Sachse, Texas, and which Developer desires to develop the Property in accordance with the Development Regulations and other applicable City ordinances, including the construction of Public Improvements; and

**WHEREAS**, Developer intends to develop the Property and to design and construct certain Capital Improvement Facilities including Waterline, Hike and bike trail, and Roadway Facilities, on and for the benefit of the Property (collectively referred to as the “Project”); and

**WHEREAS**, in association with the construction of the Development, the Parties find it to be in their mutual benefit and interest that (i) Developer shall construct or cause to be constructed Country Club Road from Pleasant Valley Road to the North line of the Property; (ii) Developer shall construct or cause to be constructed 3900 linear feet of a 12-inch water main with the costs to be shared between the City and Developer as provided herein; (iii) Developer shall dedicate the necessary right-of-way for the future construction of Pleasant Valley Road; and (iv) Developer shall construct or cause to be constructed a hike and bike trail on the Property; and

**WHEREAS**, Texas Local Government Code §212.071, as amended, authorizes municipalities to participate in a developer’s costs of construction of public improvements related to the development of subdivisions within the municipality without compliance with Chapter 252 of the Texas Local Government Code, as amended;

**NOW THEREFORE**, in consideration of the premises and the mutual covenants contained herein and other valuable consideration the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I**  
**Term**

The term of this Agreement shall commence on the last date of execution hereof by a Party (the “Effective Date”) and shall continue until all Parties have fully satisfied all terms and conditions of this Agreement, unless sooner terminated as provided herein as evidenced by the execution by the City of the Release described in Section 5.1, below.

## **Article II Definitions**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them in this Article II unless the context clearly indicates a different meaning:

“Capital Improvement Facilities” shall mean the Waterline, Roadway Facilities, Hike and Bike Trail Facilities and related appurtenances to be constructed by the Developer on the Property, as set forth in Exhibits “B” and “C”.

“City” shall mean City of Sachse, Texas.

“City Engineer” shall mean City of Sachse City Engineer, or designee.

“Commencement of Construction” shall mean that: (i) the Construction Documents have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Project; (ii) all necessary permits for the construction of the Project, pursuant to the Construction Documents therefore, have been issued by all applicable governmental authorities; and (iii) grading of the Property has commenced.

“Completion of Construction” shall mean: (i) the respective Capital Improvement Facilities have been substantially completed in accordance with the Construction Documents; and (ii) the respective Capital Improvement Facilities have been accepted by the City.

“Construction Documents” shall mean the plans and specifications submitted for the design, installation and construction of the respective Capital Improvement Facilities, as approved by City Engineer.

“Developer” shall mean Sachse 95, a Texas limited partnership, and any subsequent developer of any portion of the Property.

“Effective Date” shall mean the last date of execution of this Agreement.

“Hike and Bike Trail Facilities” shall mean the design and construction of a hike and bike trail in accordance with the City of Sachse Standard Construction Details which include a minimum 8 foot wide concrete trail constructed of five-inch (5”) thick concrete with a compressive strength of at least 3000 psi, containing steel reinforcement #3 rebar placed at twenty-four inches (24”) on center each way.

“Property” shall mean the real property described in Exhibit “A” attached hereto.

“Roadway Facilities” shall mean the design and construction of Country Club Road in accordance with City of Sachse Standard Construction Details which include the full width (36 feet) from Pleasant Valley Road to the north Property consisting of approximately 1800 linear feet concrete collector street constructed of eight-inch (8”) thick concrete with a compressive strength of at least 3500 psi, containing steel reinforcement 4 rebar placed at eighteen inches

(18”) on center in each direction with a sub-grade consisting of lime treated soils in accordance with the current City of Sachse Standard Construction Details and as depicted in Exhibit “B” in accordance with the Construction Documents.

“Waterline Facilities” shall mean the design and construction of approximately 3900 linear feet of a twelve-inch (12”) waterline from the intersection of Ben Road and Pleasant Valley Road to the northeast corner of the Property, and as set forth in Exhibit “C” in accordance with City of Sachse Standard Construction Details and the Construction Documents.

### **Article III Capital Improvement Facilities**

3.1 **Roadway Facilities.** Developer shall at Developer’s sole cost, design and construct the Roadway Facilities subject to City reimbursement from the Roadway Impact Fees collected from the Property. Developer may construct the Roadway Facilities in three phases as shown on the attached Exhibit “B”. Upon Completion of Construction of the Roadway Facilities for that phase, the Developer shall be reimbursed for the actual verified cost of the design and construction of that phase of the Roadway Facilities from the Roadway Impact Fees collected by the City from the Property. Staff shall continue to reimburse Developer on a quarterly basis as Impact Fees are collected from the Property for the cost of construction of that phase of the Roadway Facility. Developer shall be responsible for the actual costs of the design and construction of the three phases of the Roadway Facility in excess of the actual amount of Roadway Impact Fees collected from the Property and reimbursed to the Developer. Notwithstanding anything to the contrary, the maximum amount the City is obligated to reimburse the Developer from the Roadway Impact Fees collected shall not exceed \$161,700.00 for the total design and construction of the three phases of the Roadway Facilities in the aggregate.

3.2 **Waterline Facilities.** Developer agrees to design and install the Waterline Facilities in accordance with the applicable standards, ordinances and regulations adopted by the City (“City Standards”) and as set forth in Exhibit “C”. Developer shall submit plans for the design and construction of the Waterline Facilities (“Construction Plans”) to the City Engineer for review and approval. The plans shall include the estimated cost for the design and construction of the Waterline Facilities. Developer may install the Waterline Facilities with each phase of development; however Developer agrees that the City may withhold building permits, plat approval, final inspection and certificates of occupancy for any building or structure within each phase of the Development until such time as Developer has caused the Completion of Construction of the Waterline Facilities for that particular phase of development. Upon Completion of Construction, Developer shall provide City with construction pay applications and maintenance bonds and such other records as City may reasonably request to document the actual costs of the design and construction of the Waterline Facilities.

3.3 **Payment of Over-Sizing Costs.** City agrees to pay to Developer, and Developer shall be entitled to receive from City, an amount equal to the Over-Sizing Costs associated with over-sizing the Waterline from an eight-inch (8.0”) diameter line to a twelve-inch (12.0”) diameter line. City agrees to pay the Over-Sizing Costs to the Developer within thirty (30) days

after the Completion of Construction of the Waterline Facilities and the City verification of such costs. Upon Completion of Construction, Developer shall provide City with construction pay applications and maintenance bonds and such other records as City may reasonably request to document the actual costs of the design and construction of the Waterline Facilities.

3.4 **Hike and Bike Trail Facility**. Developer agrees to design and construct, at Developer's sole cost, a Hike and Bike Trail Facility as set forth in Exhibit "B" and in accordance with the City's Standard Construction Details. Developer shall submit plans for the design and construction of the Hike and Bike Trail Facility to the City Engineer for review and approval. Developer shall cause the Commencement of Construction of the Hike and Bike Trail Facility to occur at the same time as the Commencement of phase two of the Roadway Facility. The Completion of Construction of the Hike and Bike trail Facility shall occur at the same time as the Completion of phase two of the Roadway Facility.

3.5 **Payment Current Funds of City**. City shall only be obligated to pay its obligations from current funds available to City for such purposes. City warrants and represents that, as of the Effective Date, City has appropriated current funds and allocated those current funds to pay the Over-Sizing Costs ("the Project Funds"). City agrees to separately account for the Project Funds on City's books, but shall not be obligated to establish a separate deposit account for the purpose of holding such funds until spent.

3.6 **Easements**. Developer shall, without cost to City, dedicate and convey all necessary on-site easements of sufficient width across the Property for the construction, operation and maintenance of the Capital Improvement Facilities upon recordation of a final plat containing the Capital Improvement Facilities.

3.7 **Monument Signage**. Developer shall build and install a secondary monument sign ("Monument Sign"), to be located at Country Club and Pleasant Valley. The Monument Sign shall be installed upon Completion of Construction of Phase two of the Roadway Facility.

3.8 **Sanitary Sewer Impact Fees**. The City has no obligation to provide sanitary sewer service to the Property and therefore pursuant to the City's Code of Ordinances Section 8-21 titled "Impact Fees", the City agrees to waive the collection of sanitary sewer impact fees for the Property.

3.9 **Bonds**. Developer shall cause each contractor to provide payment bonds and performance bonds for the construction of the Capital Facilities to ensure completion of the Capital facilities in accordance with Chapter 2253, Texas Government Code, as amended, in forms reasonably satisfactory to City. Developer shall cause each contractor to provide maintenance bonds (for a period of two years following completion of the respective phase of the Capital Facilities) in favor of City for the Capital Facilities in accordance with City requirements and regulations pertaining to maintenance bonds for public improvements.

## **Article IV Termination**

This Agreement may be terminated by the mutual written agreement of the Parties. Either Party may terminate this Agreement if the other Party breaches any of the terms and conditions of this Agreement, and such breach is not cured by such Party within sixty (60) days after receipt of notice thereof.

## **Article V Miscellaneous**

5.1 **Release.** Upon the full and final satisfaction by City and Developer of their respective obligations contained herein, City and Developer shall execute and record, in the Deed Records of Dallas County, a release of City and Developer from their obligations set forth herein.

5.2 **Books and Records.** Developer and City agree to make their respective books and records relating to the construction of the Project available for inspection by the other Party, until acceptance of the Project by the City.

5.3 **INDEMNIFICATION/HOLD HARMLESS.** CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF DEVELOPER PURSUANT TO THIS AGREEMENT. DEVELOPER 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 SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. DEVELOPER DOES HEREBY 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 OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM DEVELOPER'S BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF DEVELOPER, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS IN THE PERFORMANCE OF THIS AGREEMENT, (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE SOLE NEGLIGENCE OR WILLFUL ACT OF CITY). IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH CITY AND DEVELOPER, THE RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY AND WITHOUT WAIVING ANY DEFENSES OF THE

**PARTIES UNDER TEXAS LAW. IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, DEVELOPER SHALL BE REQUIRED, ON NOTICE FROM CITY, TO DEFEND SUCH ACTION OR PROCEEDINGS AT DEVELOPER'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

5.4 **Insurance.** Developer shall obtain and maintain in full force and effect at its expense, or shall cause each contractor to obtain and maintain at their expense, the following policies of insurance and coverage:

- (a) Commercial General Liability Policy covering bodily injury, death and property damage, including the property of City, its officers, contractors agents and employees (collectively referred to as the "City") insuring against all claims, demands or actions relating to the work and services provided pursuant to this Agreement with minimum limits on a per project basis of not less than One Million Dollars (\$1,000,000) combined single limit and Two Million Dollars (\$2,000,000) aggregate, including products and completed operations coverage. This policy shall be primary to any policy or policies carried by or available to City.
- (b) 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 \$500,000/\$500,000/\$500,000. This section 5.1 (b) shall apply to Developer when and if Developer employees perform work with respect to the Project or when on site of the Project.
- (c) Automobile Liability Insurance Policy covering all operations of Developer pursuant to this Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.
- (d) Excess Liability Insurance Policy with a limit of not less than Ten Million Dollars (\$10,000,000). Such insurance shall be in excess of the commercial general liability insurance, business auto liability insurance and employer's liability insurance. This insurance will apply as primary insurance with respect to any other insurance or self-insurance programs maintained by City and shall be provided on a "following form basis". Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the contractor's completed work, including its sub-contractors, consultants and employees.

- (e) Property/Builders Risk Insurance Policy with “all-risk” coverage on the entire Project construction value with replacement cost basis to include the interest of City, Developer, its contractors and sub-contractors in the Project work and materials in transit and stored off the Project site destined for incorporation.
- (f) Professional Liability Insurance (if applicable) with limit of not less than Two Million Dollars (\$2,000,000) for all negligent acts, errors, and omissions by the contractor, its sub-contractors, consultants and employees, that arise out of the performance of this Agreement except as otherwise provided in this Section 5.4 (f). This section 5.4 (f) shall apply to the engineers, architects and other design professionals contracted by Developer to perform work on the Project. contractors providing professional landscape services for the Project shall provide professional liability insurance with a limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.
- (g) Waiver of Subrogation Rights. The Commercial General Liability, Worker’s Compensation, Business Auto and Excess Liability insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against City.
- (h) Additional Insured Status. With the exception of Worker’s Compensation Insurance and any contractor Professional Liability Insurance, all insurance required pursuant to this Agreement shall include and name City as additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to City under Texas law including products/completed operations. The Additional Insured status for City shall remain in force and effect for a minimum of four (4) years following abandonment or completion of the work and services provided pursuant to this Agreement and the termination of this Agreement.

5.5 **Certificates of Insurance.** Certificates of Insurance and policy endorsements in a form satisfactory to City shall be delivered to City prior to the commencement of any work or services under this Agreement and annually for a minimum of four (4) years following termination of this Agreement, abandonment or completion of Project work. All required policies shall be endorsed to provide City with thirty (30) days advance notice of cancellation or material change in coverage.

- (a) On every date of renewal of the required insurance policies, Developer shall cause (and cause its contractors) a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to City. In addition, Developer shall, within ten (10) business days after written request, provide City with Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the Certificates of Insurance and the policy endorsements (including copies of such insurance policies) to City is a condition precedent to the payment of any amounts due to Developer by City. The failure to provide valid Certificates of Insurance and policy endorsements shall be deemed a breach

of this Agreement. All policies and endorsements shall remain in effect for not less than four (4) years after abandonment of the work or services or the substantial completion of the Project work and services provided pursuant to this Agreement.

5.6 **Carriers.** All policies of insurance required to be obtained by Developer and its contractors pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to City and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by Developer's and its contractors' insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected.

5.7 **Project Plans.** Except as otherwise provided herein, prior to Commencement of Construction, Developer shall submit all Construction Documents for all Capital Improvement Facilities to the City Engineer for review and approval.

5.8 **Compliance with Laws.** Except as otherwise provided herein, Developer shall fully comply with all local, state and federal laws, including all codes, ordinances and regulations applicable to this Agreement and the work to be done hereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment.

5.9 **Successors and Assigns.** All obligations and covenants of Developer under this Agreement shall be binding on Developer, its successors and permitted assigns. Developer may not assign this Agreement without the prior written consent of City, which shall not be unreasonably withheld.

5.10 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto.

5.11 **Limitation on Liability.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. It is understood and agreed between the Parties that Developer, in satisfying the conditions of this Agreement, has acted independently, and City assumes no responsibilities or liabilities to third-parties in connection with these actions.

5.12 **Authorization.** Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

5.13 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days after it is sent by United States Mail, postage prepaid, certified

mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received when sent by courier or otherwise hand delivered.

If intended for Developer, to:

Sachse 95, LP  
8214 Westchester Street  
Suite 650  
Dallas Texas 75225

If intended for City, to:

City of Sachse, Texas  
Attn: City Manager  
3815 Sachse Road  
Sachse, Texas 75048

With a copy to:

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

With a copy to Engineer:

City of Sachse, Texas  
City Engineer  
3815 Sachse Road  
Sachse, Texas 75048

5.14 **Entire Agreement**. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary, agreements between the Parties and relating to the matters in this Agreement.

5.15 **Governing Law**. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

5.16 **Amendment**. This Agreement may be amended by the mutual written agreement of the Parties.

5.17 **Legal Construction**. 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 other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.18 **Recitals.** The recitals to this Agreement are incorporated herein and are found to be true and correct.

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

5.20 **Exhibits.** Any exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

5.21 **Survival of Covenants.** The representations, warranties, covenants, and obligations of Developer set forth in this Agreement shall survive termination.

5.22 **Recordation of Agreement.** An original of this Agreement shall be recorded in the Deed Records of Dallas County, Texas.

5.23 **Covenants Run With Property.** The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on Developer and each and every subsequent owner of all or any portion of the Property but only during the term of such Party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of Developer which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property.

*(Signature page to follow)*

**EXECUTED** in duplicate originals on the \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF SACHSE, TEXAS**

By: \_\_\_\_\_  
Gina Nash, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Michelle Lewis Sirianni, City Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Pete G. Smith, City Attorney  
(02-18-16/70916)

**EXECUTED** in duplicate originals on the \_\_\_\_ day of \_\_\_\_\_, 2016.

**DEVELOPER:**

**Sachse 95**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY’S ACKNOWLEDGMENT**

**STATE OF TEXAS** §

§

**COUNTY OF DALLAS** §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2016, by Gina Nash, City Manager of City of Sachse, Texas, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:

\_\_\_\_\_

**DEVELOPER’S ACKNOWLEDGMENT**

**STATE OF TEXAS** §

§

**COUNTY OF DALLAS** §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, Sachse 95, a Texas limited partnership, on behalf of said partnership.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:

\_\_\_\_\_

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

**EXHIBIT A**

**LEGAL DESCRIPTION**

BEING a tract of land located in the City of Sachse, Dallas County, Texas, a part of the Thomas Goodwin Survey, Abstract Number 502, and being a part of a called 97.5 acre tract of land described in a warranty deed to G.W. Buhler and Edward Buhler as recorded in Volume 3314, Page 604, Dallas County Deed Records, and being all of a called 45.32 acre tract of land described in a special warranty deed to Judy Kay Cook, Joann Dixon and Kathy Johnson as recorded in Volume 2000054, Page 1132, Dallas County Deed Records, and being further described as follows:

BEGINNING at the south corner of said 45.32 acre tract of land, said point being the intersection of the center of Ben Road with the center of Pleasant Valley Road;

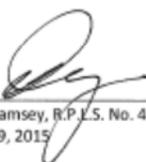
THENCE North 45 degrees 16 minutes 00 seconds West, 1584.70 feet along the center of Ben Road to the west corner of said 45.32 acre tract of land;

THENCE North 44 degrees 39 minutes 19 seconds East, 2639.91 feet to the north corner of said 45.32 acre tract of land;

THENCE South 45 degrees 16 minutes 00 seconds East, 1609.80 feet to the east corner of said 97.5 acre tract of land in the center of Pleasant Valley Road;

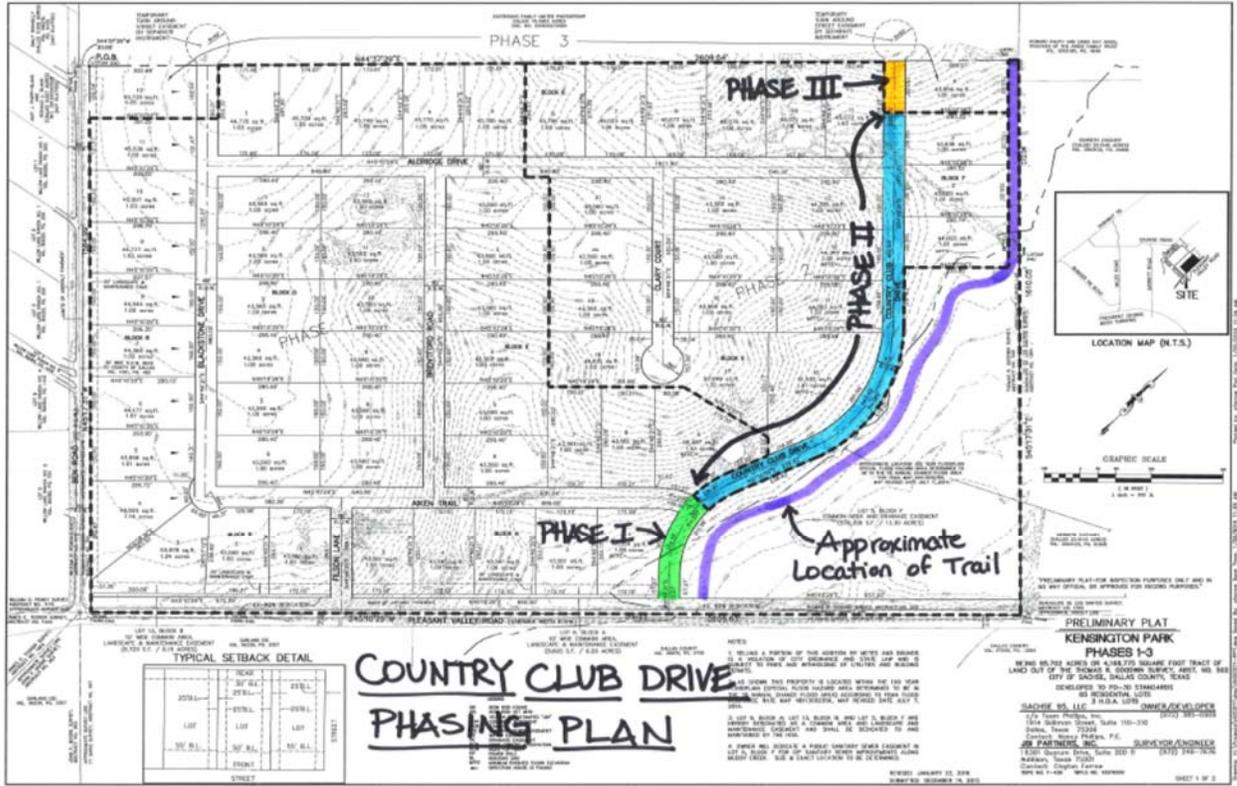
THENCE South 45 degrees 12 minutes 00 seconds West, 2640.00 feet along the center of Pleasant Valley Road to the POINT OF BEGINNING and containing 4,216,600 square feet or 96.80 acres of land.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

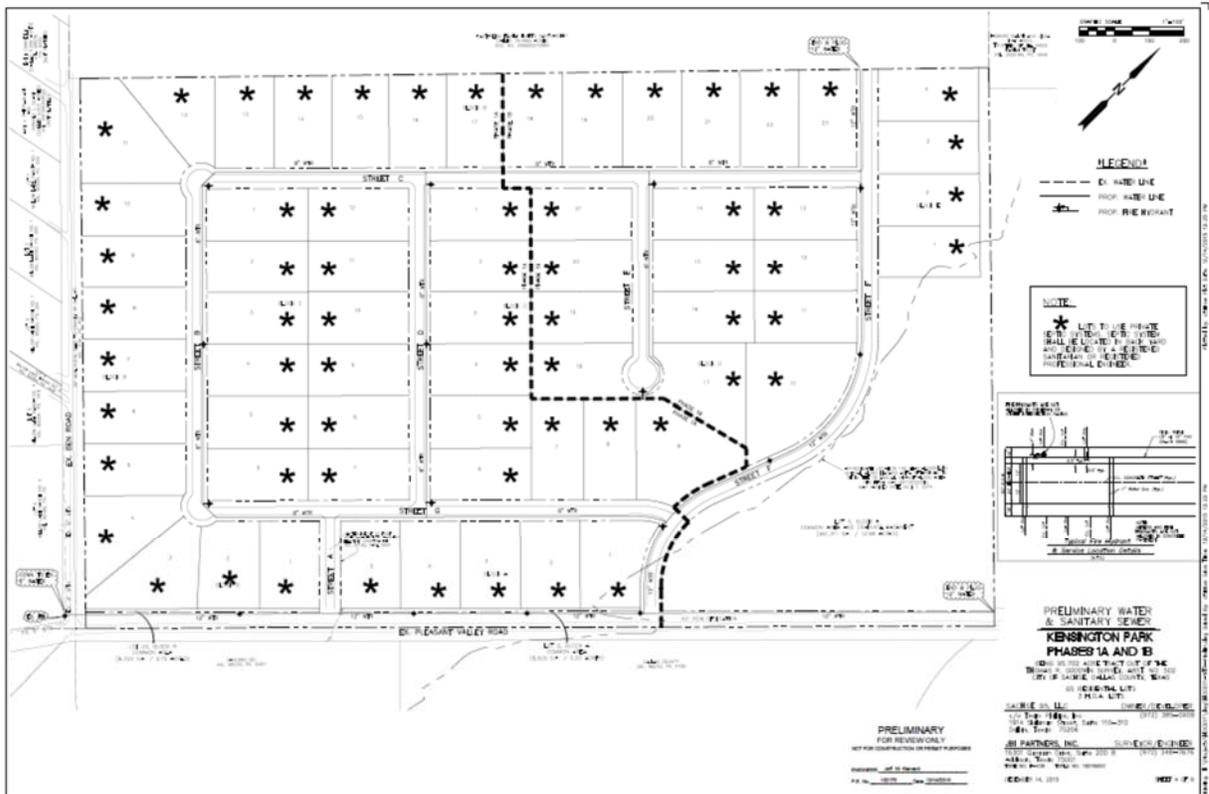
  
Dan B. Ramsey, R.P.L.S. No. 4172  
January 9, 2015



# EXHIBIT "B"

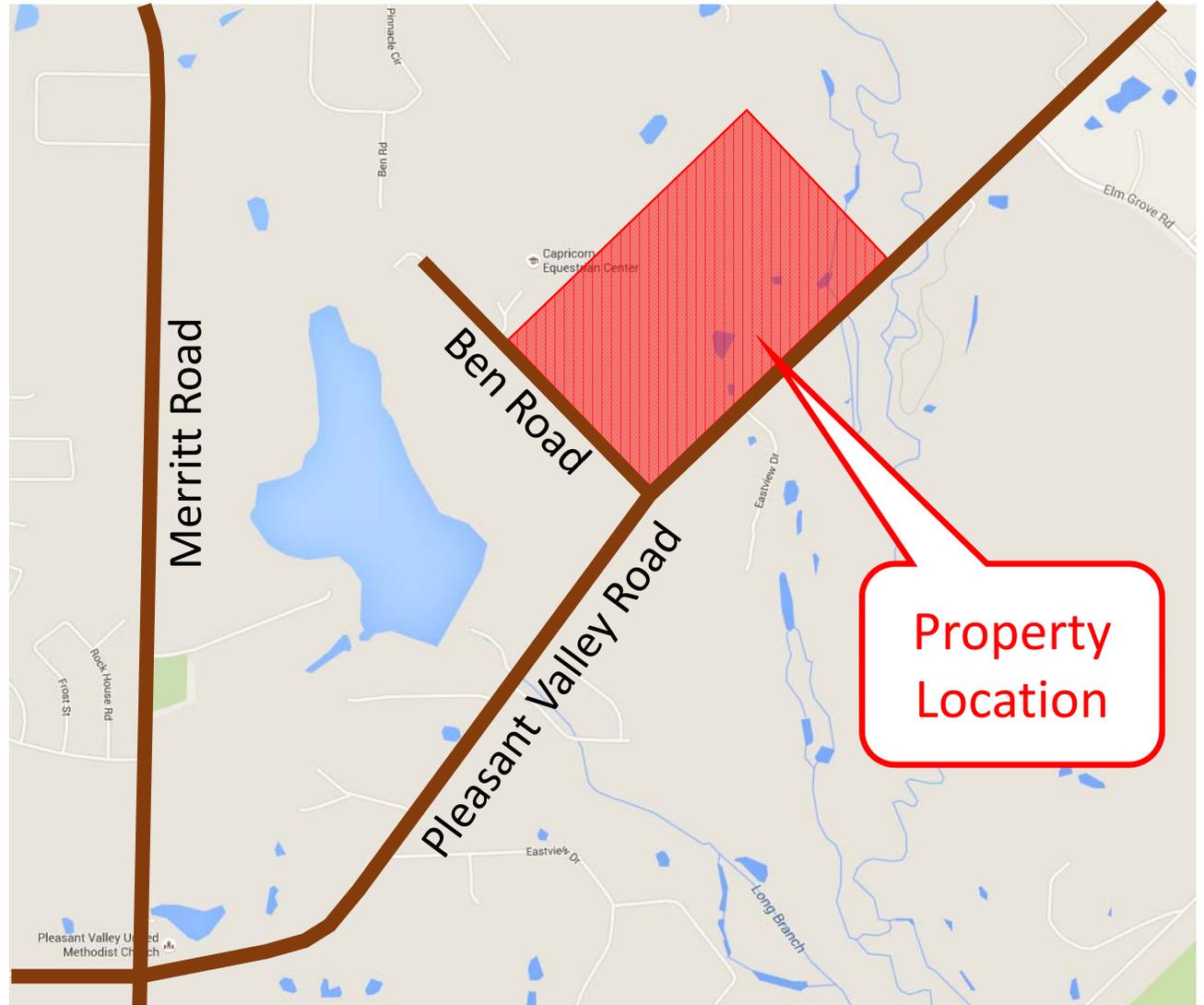


# EXHIBIT "C"



# Property Location

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





# City of Sachse, Texas

## Legislation Details (With Text)

<b>File #:</b>	16-3250	<b>Version:</b>	1	<b>Name:</b>	Acceptance of CAFR
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	2/25/2016	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	3/7/2016	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider receiving the City's Comprehensive Annual Finance Report (CAFR) for the fiscal year ending September 30, 2015.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Sachse CAFR Final 2015</a> <a href="#">Management Rep Letter</a> <a href="#">Auditors Communication with Governance</a> <a href="#">Communication of Material Weakness</a>				

Date	Ver.	Action By	Action	Result
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### Title

Consider receiving the City's Comprehensive Annual Finance Report (CAFR) for the fiscal year ending September 30, 2015.

### Executive Summary

*BrooksCardiel, PLLC, an independent audit firm, has audited the City's Financial Statements for the period ending September 30, 2015 and has issued an Unmodified or "clean" opinion with an emphasis-of-a-matter paragraph to highlight the adoption of new accounting pronouncements. Anthony Cardiel, CPA will provide highlights and comments on this report during his presentation.*

### Background

In accordance with Charter provisions (Section 7.18) an independent auditor has audited the City's Financial Statements for the period ending September 30, 2015. The CAFR is composed of the auditor's opinion, the organization's financial statements, notes to the financial statements, management's discussion and analysis, and supporting schedules. It is the auditor's primary function to express an opinion on the financial statements of the organization.

While the auditor is responsible for his/her opinion, the organization itself has the primary responsibility for the remaining information presented (i.e., the financial statements, supporting, schedules, and notes). Management is responsible for the information presented in the financial statements.

A letter of transmittal is included and is designed to complement the Management's Discussion and Analysis (MD&A). The MD&A can be found immediately following the independent auditor's report and provides a narrative introduction, overview, and analysis of the financial statements. The following are a few major highlights from the CAFR:

Cash and investments (city-wide) are \$27,215,652.

Increase in total net position (primary government) is \$5,260,079.

Governmental fund balances total \$18,056,911.

Unassigned General Fund balance is \$6,546,528, which is 53% of annual expenditures.

Unrestricted net assets of the Utility Fund are \$4,232,573.

City-wide outstanding debt at September 30, 2015 was \$36,915,000.

Ratio of debt to assessed value was 2.59%

Debt per capita equals \$1,553.

Professional auditing standards require the auditors to communicate directly with the governing body regarding the City's internal control over financial reporting (Statement of Auditing Standards 115) and other relevant issues such as accounting policies, accounting estimates, disclosures, management representations (Statement of Auditing Standards 114). The relevant letters are included in the supporting documentation for this item.

#### Policy Considerations

The City's Financial Statements have been prepared in conformity with Generally Accepted Accounting Principles (GAAP) as applied to governmental entities. It is the responsibility of the Finance Department to present financial information fairly in all material respects, so that the financial position of the City is not compromised. The desired result of the independent audit is to receive an "unmodified opinion." The current report reflects an unmodified (clean) opinion, which is the highest opinion available. An unmodified opinion states that the financial statements "present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Sachse, as of September 30, 2015, and the respective changes in financial position and cash flows, where applicable, thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

#### Budgetary Considerations

None.

#### Staff Recommendations

Receive the City's Comprehensive Annual Financial Report (CAFR) for the fiscal year ending September 30, 2015.

## Embedded Secure Document

The file *https://sachse.legistar.com/View.ashx?M=F&ID=4288872&GUID=605FB8E6-28E9-4739-9682-413C684114A0*

document. Double click the pushpin to view.

is a secure document that has been embedded in this





## Finance Department

3815-B Sachse Road  
Sachse, TX 75048  
972-495-1212, ext. 33

February 16, 2016

BrooksCardiel, PLLC  
1095 Evergreen Circle, Suite 200  
The Woodlands, TX 77380

This representation letter is provided in connection with your audit of the comprehensive annual financial report of the City of Sachse, Texas (the "City") as of September 30, 2015 and for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the basic financial statements present fairly, in all material respects, the financial position, results of operations, and cash flows, where applicable, of the various opinion units of the City of Sachse, Texas in conformity with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of February 16, 2016:

### **Financial Statements**

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement dated March 30, 2015, for the preparation and fair presentation of the financial statements of the various opinion units referred to above in accordance with U.S. GAAP.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- We acknowledge our responsibility for compliance with the laws, regulations, and provisions of contracts and grant agreements.
- We have reviewed, approved, and taken responsibility for the financial statements and related notes.
- We have a process to track the status of audit findings and recommendations.
- We have identified and communicated to you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.
- Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
- All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
- The effects of uncorrected misstatements summarized in the attached schedule<sup>8</sup> and aggregated by you during the current engagement are immaterial, both individually and in the aggregate, to the applicable opinion units and to the financial statements as a whole.
- The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.
- All component units, as well as joint ventures with an equity interest, are included and other joint ventures and related organizations are properly disclosed.
- All funds and activities are properly classified.
- All funds that meet the quantitative criteria in GASB Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*, GASB Statement No. 37, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments: Omnibus* as amended, and GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, for presentation as major are

identified and presented as such and all other funds that are presented as major are considered important to financial statement users.

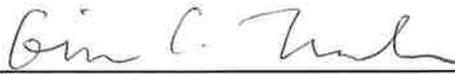
- All components of net position, nonspendable fund balance, and restricted, committed, assigned, and unassigned fund balance are properly classified and, if applicable, approved.
- Our policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position/fund balance are available is appropriately disclosed and net position/fund balance is properly recognized under the policy.
- All revenues within the statement of activities have been properly classified as program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- All expenses have been properly classified in or allocated to functions and programs in the statement of activities, and allocations, if any, have been made on a reasonable basis.
- All interfund and intra-entity transactions and balances have been properly classified and reported.
- Special items and extraordinary items have been properly classified and reported.
- Deposit and investment risks have been properly and fully disclosed.
- Capital assets, including infrastructure assets, are properly capitalized, reported, and if applicable, depreciated.
- All required supplementary information is measured and presented within the prescribed guidelines.
- With regard to investments and other instruments reported at fair value:
  - The underlying assumptions are reasonable and they appropriately reflect management's intent and ability to carry out its stated courses of action.
  - The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.
  - The disclosures related to fair values are complete, adequate, and in conformity with U.S. GAAP.
  - There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.

## Information Provided

- We have provided you with:
  - Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements of the various opinion units referred to above, such as records, documentation, meeting minutes,<sup>7</sup> and other matters;
  - Additional information that you have requested from us for the purpose of the audit; and
  - Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
- All transactions have been recorded in the accounting records and are reflected in the financial statements.
- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
  - Management;
  - Employees who have significant roles in internal control; or
  - Others where the fraud could have a material effect on the financial statements.
- We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, vendors, regulators, or others.
- We have disclosed to you all known actual or possible litigation and claims whose effects should be considered when preparing the financial statements.
- We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.
- There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.
- The City has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
- We have disclosed to you all guarantees, whether written or oral, under which the City is contingently liable.

- We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB Statement No. 62 (GASB-62), *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.
- We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
- There are no:
  - Violations or possible violations of laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.
  - Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62.
  - Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB-62
- The City has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.
- We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

  
\_\_\_\_\_  
Teresa Savage  
Finance Director

  
\_\_\_\_\_  
Gina Nash  
City Manager

February 16, 2016

To the Honorable Mayor,  
Members of the City Council  
and management  
City of Sachse, Texas

We have audited the financial statements of the City of Sachse, Texas (the "City"), for the year ended September 30, 2015, and have issued our report thereon dated February 16, 2016. Professional standards require that we advise you of the following matters relating to our audit.

#### **Our Responsibility under Government Auditing Standards**

As communicated in our engagement letter dated March 30, 2015, our responsibility, as described by professional standards, is to plan and perform our audit to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of City of Sachse, Texas solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We did not note any findings regarding significant control deficiencies over financial reporting, material weaknesses and material noncompliance, and other matters.

### **Other Information in Documents Containing Audited Financial Statements**

Pursuant to professional standards, our responsibility as auditors for other information in documents containing City of Sachse, Texas's audited financial statements does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

### **Planned Scope and Timing of the Audit**

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

### **Compliance with All Ethics Requirements Regarding Independence**

The engagement team, others in our firm, as appropriate, our firm, and our network firms have complied with all relevant ethical requirements regarding independence.

### **Qualitative Aspects of the Entity's Significant Accounting Practices**

#### *Significant Accounting Policies*

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by City of Sachse, Texas is included in Note I to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during the year. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

#### *Significant Accounting Estimates*

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive

because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management's estimate of the useful lives of capital assets. The estimate is based on industry standards relating to capital assets. We evaluated the key factors and assumptions used to develop the estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

#### *Financial Statement Disclosures*

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting City of Sachse, Texas's financial statements relate to ongoing litigation.

#### **Significant Difficulties Encountered during the Audit**

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

#### **Uncorrected and Corrected Misstatements**

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. We noted no such misstatements whose effects, as determined by management, are immaterial, both individually and in the aggregate, to the financial statements taken as a whole and each applicable opinion unit.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. Appendix A identifies material misstatements that we identified as a result of our audit procedures were brought to the attention of, and corrected by, management.

#### **Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to City of Sachse, Texas's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

### **Representations Requested from Management**

We have requested certain written representations from management, which are included in the attached letter dated February 17, 2016.

### **Management's Consultations with Other Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

### **Modification of the Auditor's Report**

Our audit opinion includes an emphasis-of-a-matter paragraph to highlight the adoption of new accounting pronouncements. As discussed in Note V.E to the financial statements, during 2015, the City adopted new accounting guidance Governmental Accounting Standard Board "GASB" Statement No. 68, entitled *Accounting and Financial Reporting for Pensions, an amendment of GASB Statement No. 27 and Statement No. 71, Pension Transition for Contributions Made Subsequent to the Measurement Date*. As well as restating for capital assets. Our opinion is not modified with respect to this matter.

**Other Significant Findings or Issues**

In the normal course of our professional association with City of Sachse, Texas , we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as City of Sachse, Texas's auditors.

This report is intended solely for the information and use of the City Council and management of City of Sachse, Texas and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in cursive script that reads "Brooks Cardiel, PLLC".

BrooksCardiel, PLLC

Accepted by \_\_\_\_\_

Client: **City of Sachse, Texas**  
 Engagement: **AUD 2015 - City of Sachse, Texas**  
 Period Ending: **9/30/2015**  
 Trial Balance: **3000.00 - Trial Balance Database**  
 Workpaper: **3700.05 - Adjusting Journal Entries Report**

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries JE # 1</b>		<b>3700.13</b>		
Client Entry: To record disposal of asset.				
07-000-14300	Accumulated Depreciation - Vehicles		14,164.15	
07-000-49030	Gains(losses)		12,901.07	
07-000-14021	PP&E - Vehicles			27,065.22
<b>Total</b>			<b>27,065.22</b>	<b>27,065.22</b>
<b>Adjusting Journal Entries JE # 2</b>		<b>3700.11</b>		
Client Entry: Client proposed entry: To record General Fund Assets (JN26597)				
07-000-14050	PP&E - Streets		275,789.83	
07-000-14060	PP&E - Rights-of-Ways and Alleyways			275,789.83
<b>Total</b>			<b>275,789.83</b>	<b>275,789.83</b>
<b>Adjusting Journal Entries JE # 3</b>		<b>3700.12</b>		
Client Entry: To record capital asset entries (JN26572, 26593, 26594, and 26595)				
02-000-14020	PP&E - Vehicles		17,958.57	
02-000-14180	PP&E - Water System Improvements		721,283.58	
02-000-14190	PP&E - Sewer System Improvements		705,543.48	
02-000-14230	Construction in Progress - Sewer Lines		9,124.55	
07-000-14010	PP&E - Buildings		8,724.54	
07-000-14021	PP&E - Vehicles		121,658.31	
07-000-14031	PP&E - Machinery		84,224.36	
07-000-14041	PP&E - Office Equipment		142,286.14	
07-000-14050	PP&E - Streets		2,574,372.89	
07-000-14060	PP&E - Rights-of-Ways and Alleyways		416,613.78	
07-000-14070	PP&E - Drainage		551,793.86	
07-000-14080	PP&E - Parks and Park Improvements		70,543.45	
07-000-14200	Construction in Progress - Streets		129,002.32	
07-000-14280	Construction in Progress - Office Equipment		76,254.36	
02-000-44040	Contributed Capital			1,233,994.06
02-027-54340	Water System CIP - Pumping Stations			134,900.00
02-028-52550	SCADA Maint/Repair			47,449.75
02-028-54400	Sewer System CIP - Sewer Lines			19,607.80
02-029-54000	Vehicles			17,958.57
07-000-14270	CIP - Park Improvements			45,642.07
07-000-21010	Net Governmental Capital Assets			2,371,498.79
07-090-14001	PP&E - Land			12,339.30
07-090-14051	PP&E - Streets/Alley Way			1,194,199.99
07-090-14071	PP&E - Storm Drainage			551,793.86
<b>Total</b>			<b>5,629,384.19</b>	<b>5,629,384.19</b>
<b>Adjusting Journal Entries JE # 4</b>		<b>PBC</b>		
Client Entry: To record depreciation.				
02-026-55211	Depreciation Expense		2,537.23	
02-027-55210	Depreciation Expense		839,329.70	
02-028-55210	Depreciation Expense		567,389.75	
02-029-55211	Depreciation Expense		11,484.28	
07-010-55211	Depreciation Expense		454,927.74	
07-017-55211	Depreciation Expense		286,587.31	
07-020-55211	Depreciation		2,627,009.02	
07-022-55211	Depreciation Expense		514,786.26	
02-000-14290	Accumulated Depreciation - Buildings			5,351.05
02-000-14300	Accumulated Depreciation - Vehicles			19,523.21
02-000-14310	Accumulated Depreciation - Machinery and Equip			5,928.48
02-000-14360	Accumulated Depreciation - Water Meters and Values			89,679.78
02-000-14370	Accumulated Depreciation - Water System			735,218.22
02-000-14380	Accumulated Depreciation - Sewer System			565,040.22
07-000-14290	Accumulated Depreciation - Buildings			935,252.31

Client: **City of Sachse, Texas**  
 Engagement: **AUD 2015 - City of Sachse, Texas**  
 Period Ending: **9/30/2015**  
 Trial Balance: **3000.00 - Trial Balance Database**  
 Workpaper: **3700.05 - Adjusting Journal Entries Report**

Account	Description	W/P Ref	Debit	Credit
07-000-14300	Accumulated Depreciation - Vehicles			153,209.07
07-000-14310	Accumulated Depreciation - Machinery and Equip			44,193.73
07-000-14320	Accumulated Depreciation - Office Equipment			127,389.08
07-000-14330	Accumulated Depreciation - Park Improvements			121,754.12
07-000-14340	Accumulated Depreciation - Bridge Infrastructure			64,787.77
07-000-14350	Accumulated Depreciation - Street Infrastructure			2,436,724.25
<b>Total</b>			<b>5,304,051.29</b>	<b>5,304,051.29</b>
<b>Adjusting Journal Entries JE # 101</b>		<b>4215.20</b>		
To reverse JE 25826 impact on EMS and adjust the allowance and deferred revenue balances to the correct amounts.				
01-000-15200	Deferred Revenue - Ambulance		18,587.74	
01-000-41430	Ambulance Service Fees		143,945.14	
01-000-12490	Allowance - EMS			162,532.88
<b>Total</b>			<b>162,532.88</b>	<b>162,532.88</b>
<b>Adjusting Journal Entries JE # 102</b>		<b>4205.05</b>		
To net out Property tax receivable and deferred revenue.				
01-000-40000	Current Property Tax		111.46	
01-000-15000	Deferred Revenue - Taxes			111.46
<b>Total</b>			<b>111.46</b>	<b>111.46</b>
<b>Adjusting Journal Entries JE # 201</b>		<b>5500.30</b>		
To record Pension Balances and restate for GASB 68 at the fund level				
02-000-30001	Retained Earnings		139,557.00	
02-1990BC	Deferred Outflow of Resources-Contributions		41,235.00	
02-1995BC	Deferred Outflow-Investment Experience		10,582.00	
02-026-50060	TMRS Contributions			433.42
02-027-50060	TMRS Contributions			1,549.07
02-028-50060	TMRS Contributions			700.42
02-029-50060	TMRS Contributions			455.09
02-2900BC	Net Pension Liability			182,469.00
02-2950BC	Deferred Inflow-Actual Experience vs.			5,767.00
<b>Total</b>			<b>191,374.00</b>	<b>191,374.00</b>
<b>Adjusting Journal Entries JE # 202</b>		<b>4600.06</b>		
To true up accumulated depreciation.				
02-000-14300	Accumulated Depreciation - Vehicles		209.12	
02-000-14370	Accumulated Depreciation - Water System		27,353.67	
02-000-14380	Accumulated Depreciation - Sewer System		5,017.40	
02-000-14290	Accumulated Depreciation - Buildings			6,394.35
02-000-14310	Accumulated Depreciation - Machinery and			5,639.45
02-000-14320	Accumulated Depreciation - Office Equipment			500.47
02-000-14360	Accumulated Depreciation - Water Meters and			3,263.21
02-027-55210	Depreciation Expense			16,782.71
<b>Total</b>			<b>32,580.19</b>	<b>32,580.19</b>

Client: **City of Sachse, Texas**  
 Engagement: **AUD 2015 - City of Sachse, Texas**  
 Period Ending: **9/30/2015**  
 Trial Balance: **3000.00 - Trial Balance Database**  
 Workpaper: **3700.05 - Adjusting Journal Entries Report**

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries JE # 301</b>		<b>4205.05</b>		
To net out Property tax receivable and deferred revenue.				
03-000-15001	Deferred Revenue - Taxes		29.86	
03-000-40000	Current Property Tax			29.86
<b>Total</b>			<b>29.86</b>	<b>29.86</b>
<b>Adjusting Journal Entries JE # 302</b>		<b>5300.25</b>		
To record refunding bond issued in 2015.				
03-000-47080	Miscellaneous Receipts		2,609.66	
03-000-82000BC	Bond issuance costs		177,355.33	
03-000-83000BC	payment to escrow agent		9,748,372.96	
03-000-81000BC	Proceeds from bond issuance			9,470,000.00
03-000-81040BC	Premium on bonds issued			458,337.95
<b>Total</b>			<b>9,928,337.95</b>	<b>9,928,337.95</b>
<b>Adjusting Journal Entries JE # 401</b>		<b>4600.05</b>		
To restate for unaccrued fixed assets.				
04-000-30000	Fund Balance - Unrestricted		293,557.83	
04-030-54283	Street CIP - Merritt Road (B			254,183.97
04-030-54390	Street CIP - SH78 & 5th Stre			39,373.86
<b>Total</b>			<b>293,557.83</b>	<b>293,557.83</b>
<b>Adjusting Journal Entries JE # 402</b>		<b>4600.10</b>		
to correct CDBG reimbursement.				
04-030-55600	CDBG PROJECTS		66,239.10	
04-000-46070	CDBG Street Improvement Grant			66,239.10
<b>Total</b>			<b>66,239.10</b>	<b>66,239.10</b>
<b>Adjusting Journal Entries JE # 601</b>		<b>5200.35</b>		
To correct the entry made to fund balance and properly reflect the liability to the grantee.				
06-019-54500	Local Business Grant Program		500,000.00	
06-000-30000	Fund Balance - Unrestricted			500,000.00
<b>Total</b>			<b>500,000.00</b>	<b>500,000.00</b>
<b>Adjusting Journal Entries JE # 701</b>		<b>4600.05</b>		
To adjust accumulated depreciation accounts for government wide capital assets tab. Restating for unaccrued assets and overdepreciated assets.				
07-000-14290	Accumulated Depreciation - Buildings		259,887.86	
07-000-14340	Accumulated Depreciation - Bridge Infrastructure		2,988.59	
07-000-14350	Accumulated Depreciation - Street Infrastructure		109,607.92	
07-000-14300	Accumulated Depreciation - Vehicles			3,260.37
07-000-14310	Accumulated Depreciation - Machinery and			6,455.29
07-000-14320	Accumulated Depreciation - Office Equipment			6,663.56
07-000-14330	Accumulated Depreciation - Park Improvements			19,390.89
07-000-14360	Accumulated Depreciation - Drainage			191,747.35
07-000-30000	Fund Balance - Unrestricted			144,966.91
<b>Total</b>			<b>372,484.37</b>	<b>372,484.37</b>
<b>Adjusting Journal Entries JE # 801</b>		<b>5500.30</b>		
To record Pension Balances and restate for GASB 68 at the Govt Wide level				
08-000-30000	Fund Balance - Unrestricted		2,186,387.00	
08-1990BC	Deferred Outflow of Resources-Contributions		646,017.00	
08-1995BC	Deferred Outflow-Investment Experience		165,784.00	
08-000-50060BC	Retirement-TMRS			49,172.00
08-2900BC	Net Pension Liability			2,858,674.00
08-2950BC	Deferred Inflow-Actual Experience vs. Assumption			90,342.00

February 16, 2016

To the City Council and Management  
City of Sachse, Texas

In planning and performing our audit of the financial statements of the City of Sachse, Texas (the "City"), as of and for the year ended September 30, 2015, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses and therefore there can be no assurance that all such deficiencies have been identified.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We did not identify any material weakness as defined above.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We identified the following as significant deficiencies:

## 1. CAPITAL ASSETS ACCOUNTING

### **Finding**

In the current year, capital assets and liabilities were understated due to a construction project that was accounted for as complete as of September 30, 2014 when in fact it was not complete and had the final invoice payable at year end.

**Recommendation**

The City should consider reviewing its accounting practices for capitalization and accounting for these items. An internal review of these assets should occur prior to year end.

**2. PERMIT DEPARTMENT CASH HANDLING PROCEDURES**

**Finding**

The permit department uses one cash drawer for four individuals. These individuals do not use their unique log-in information when accepting payments. Although the permit department rarely accepts cash, the use of a single drawer and a shared log-in allow the opportunity for cash misappropriations to occur without the City being able to recognize who misappropriated the cash.

**Recommendation**

The City should require unique log-ins when accepting payments.

This communication is intended solely for the information and use of the City Council and management, and others within the City, and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,



BrooksCardiel, PLLC  
*Certified Public Accountants*  
The Woodlands, Texas

Accepted by \_\_\_\_\_  
Mike Felix, Mayor



# City of Sachse, Texas

## Legislation Details (With Text)

<b>File #:</b>	16-3260	<b>Version:</b>	1	<b>Name:</b>	TCAP
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	3/4/2016	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	3/7/2016	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Discuss and receive direction from the City Council regarding retail energy supply services for the City of Sachse and move forward with the Texas Coalition for Affordable Power, Inc. (TCAP) or negotiating services with a retail energy broker.				

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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### Title

Discuss and receive direction from the City Council regarding retail energy supply services for the City of Sachse and move forward with the Texas Coalition for Affordable Power, Inc. (TCAP) or negotiating services with a retail energy broker.

### Background

In mid-January, TCAP member cities were contacted regarding the second opportunity for members to contract for electricity for the post-2017 time period. The information package submitted included a sample resolution, staff report explaining the process and goals, and a link to a video. In order to participate in this second round, member cities were required to submit a resolution by February 25, 2016. However, Sachse did not receive the initial packet until January 27th, which seriously impacted staff's ability to investigate the options available; TCAP has extended the deadline to March 8th for the City of Sachse.

When deregulation was implemented in 2002, prices for electricity were around 4 cents per kilowatt hour (kWh). In 2008, prices rose significantly, going as high as 13.5 cents per kWh. Volatility in prices creates a challenge in budgeting for local governments, so having a long-term fixed contract is desirable; however, it also limits the opportunity to take advantage of lower pricing as it becomes available. The City of Sachse approved a "blend and extend" amendment to their long-term contract through TCAP in 2011 in order to guarantee rates through 2017. The current charge per kWh is 7.44 cents.

An individual city, citizen, or commercial customer can only purchase power directly from a Retail Electric Provider (REP), which under Texas law exists to give the impressions of a competitive market. There are over 100 REP's in Texas, making it difficult for customers to analyze each one fully. The City of Sachse has relied on TCAP for analysis of the market

and guidance, but that is not the only option available. The City is free to obtain individual pricing on its own or by utilizing a retail energy broker.

Since late 2015, City of Sachse staff has been contacted by several retail energy broker's interested in providing their services to obtain the lowest cost retail energy contract on behalf of the City of Sachse for our facilities. A few of these retail energy brokers have shown initial rates that could be below the rates that TCAP has guaranteed.

While these brokers are offering potential additional savings, these lower rates are not guaranteed until the City selects a Retail Energy Provider directly OR signs a contract with a retail energy broker to negotiate electric rates on our behalf.

TCAP has provided a resolution for the City Council to commit the City to contracting with TCAP's designated supplier NextEra for deliveries of electricity for five years beginning January 1, 2018. It also names the individuals who are designated as eligible to sign a contract because once a price is set, the agreements must be executed within 24 hours. It also sets the rate per kWh at a not-to-exceed price of 4.1 cents. It is anticipated that the rate would fall between 3.8 and 4.1 cents.

Jay Doegey, Executive Director of TCAP, communicated with the City Manager that the rate for the North Zone (the zone that Sachse is in) will be finalized in a conference call with NextEra Energy, TCAP's retail energy provider, on March 8, 2016. By close of business on March 9, 2016, the City of Sachse will be required to accept the set rate, if we choose to participate. If the City Council approves this resolution, **the City Council is NOT bound to enter into a contract with TCAP.** However, if the City Council does not approve the resolution, the City of Sachse cannot receive the new rate that TCAP sets with NextEra Energy on March 9, 2016.

In 2015, the City was billed for 3,985,153 kWh's. The chart below compares the cost of electricity at three possible rates to the current rate. This is not the total expense incurred for electricity--it does not include delivery charges, taxes, or ancillary fees. For purposes of comparison, assume those charges would be the same regardless of provider.

Price per kWh	7.440	4.100	3.900	3.795*
Total	296,495	163,391	155,421	151,237
Savings	n/a	133,104	141,074	145,259

\*lowest long-term rate presented

As shown, all of the options currently available would result in significant savings beginning in 2018. The difference between 4.1 and 3.795 cents per kWh over a five-year period would be over \$60,000, showing that it is worthwhile to investigate alternatives. TCAP will develop another supply opportunity in the Fall of 2016 for any members not contracting now. TCAP does not yet know what rate will be offered in the Fall of 2016.

## Budgetary Considerations

The pricing of electricity under a new contract would first have a budgetary effect in FY2018, decreasing the City of Sachse's retail energy expenditures.

Staff Recommendations

Provide direction to staff on two options:

1. City Council to sign TCAP resolution and direct staff to enter into the contract with TCAP with a "not to exceed threshold" **OR**
2. Direct staff to select an energy broker to obtain competitive quotes for purchasing electricity beginning in January 2018, also retaining the option of joining a future supply opportunity through TCAP in Fall of 2016.



# City of Sachse, Texas

## Legislation Details (With Text)

<b>File #:</b>	16-3255	<b>Version:</b>	1	<b>Name:</b>	TCAP resolution
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	3/2/2016	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	3/7/2016	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider a Resolution of the City Council of the City of Sachse, Texas, authorizing the Texas Coalition for Affordable Power, Inc. (TCAP) to negotiate an electric supply agreement for five years for deliveries of electricity effective January 1, 2018.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Resolution</a>				

Date	Ver.	Action By	Action	Result
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### Title

Consider a Resolution of the City Council of the City of Sachse, Texas, authorizing the Texas Coalition for Affordable Power, Inc. (TCAP) to negotiate an electric supply agreement for five years for deliveries of electricity effective January 1, 2018; authorizing TCAP to act as an agent on behalf of the City to enter into a contract for electricity; authorizing Gina Nash or Mike Felix to execute an electric supply agreement for deliveries of electricity effective January 1, 2018 and committing to budget for energy purchases in 2018 through 2022 and to honor the City's commitments to purchase power for its electrical needs in 2018 through 2022 through TCAP.

### Background

In mid-January, TCAP member cities were contacted regarding the second opportunity for members to contract for electricity for the post-2017 time period. The information package submitted included a sample resolution, staff report explaining the process and goals, and a link to a video. In order to participate in this second round, member cities were required to submit a resolution by February 25, 2016. However, Sachse did not receive the initial packet until January 27th, which seriously impacted staff's ability to investigate the options available; TCAP has extended the deadline to March 8th for the City of Sachse.

When deregulation was implemented in 2002, prices for electricity were around 4 cents per kilowatt hour (kWh). In 2008, prices rose significantly, going as high as 13.5 cents per kWh. Volatility in prices creates a challenge in budgeting for local governments, so having a long-term fixed contract is desirable; however, it also limits the opportunity to take advantage of lower pricing as it becomes available. The City of Sachse approved a "blend and extend" amendment to their long-term contract through TCAP in 2011 in order to guarantee rates through 2017. The current charge per kWh is 7.44 cents.

TCAP has provided a resolution for the City Council to commit the City to contracting with TCAP's designated supplier NextEra for deliveries of electricity for five years beginning January 1, 2018. It also names the individuals who are designated as eligible to sign a contract because once a price is set, the agreements must be executed within 24 hours. It also sets the rate per kWh at a not-to-exceed price of 3.9 cents.

Jay Doegey, Executive Director of TCAP, communicated with the City Manager that the rate for the North Zone (the zone Sachse is in) will be finalized in a conference call with NextEra Energy, TCAP's retail energy provider, on March 8, 2016. By close of business on March 9, 2016, the City of Sachse will be required to accept the set rate, if we choose to participate. If the City Council approves this resolution, **the City Council is NOT bound to enter into a contract with TCAP.**

#### Budgetary Considerations

The pricing of electricity under a new contract would first have a budgetary effect in FY2018.

#### Staff Recommendations

Consider a Resolution of the City Council of the City of Sachse, Texas, authorizing the Texas Coalition for Affordable Power, Inc. (TCAP) to negotiate an electric supply agreement for five years for deliveries of electricity effective January 1, 2018; authorizing TCAP to act as an agent on behalf of the City to enter into a contract for electricity; authorizing Gina Nash or Mike Felix to execute an electric supply agreement for deliveries of electricity effective January 1, 2018 and committing to budget for energy purchases in 2018 through 2022 and to honor the City's commitments to purchase power for its electrical needs in 2018 through 2022 through TCAP.

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AUTHORIZING THE TEXAS COALITION FOR AFFORDABLE POWER, INC. (TCAP) TO NEGOTIATE AN ELECTRIC SUPPLY AGREEMENT FOR FIVE YEARS FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2018; AUTHORIZING TCAP TO ACT AS AN AGENT ON BEHALF OF THE CITY TO ENTER INTO A CONTRACT FOR ELECTRICITY; AUTHORIZING GINA NASH or MIKE FELIX TO EXECUTE AN ELECTRIC SUPPLY AGREEMENT FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2018 AND COMMITTING TO BUDGET FOR ENERGY PURCHASES IN 2018 THROUGH 2022 AND TO HONOR THE CITY'S COMMITMENTS TO PURCHASE POWER FOR ITS ELECTRICAL NEEDS IN 2018 THROUGH 2022 THROUGH TCAP.**

1.       **WHEREAS**, the City of Sachse, Texas (City) is a member of Texas Coalition For Affordable Power, Inc. (TCAP), a non-profit, political subdivision corporation dedicated to securing electric power for its more than 170 members in the competitive retail market; and

2.       **WHEREAS**, TCAP has unique rights under Texas law to negotiate directly in the wholesale market and arrange separate contracts for power supply and retail services which provides TCAP leverage to achieve contract provisions that single city negotiations with a Retail Electric Provider (REP) would be unlikely to produce; and

3.       **WHEREAS**, TCAP's geographic diversity across all four ERCOT zones produces an aggregated peak load that is lower than the total of individual peak loads of the individual TCAP members, allowing price benefits in the wholesale market that are not likely to be available to any given TCAP member alone; and

4.       **WHEREAS**, TCAP and its predecessor organizations, Cities Aggregation Power Project, Inc. (CAPP) and South Texas Aggregation Project, Inc. (STAP), negotiated favorable contract terms that resulted in rebates from the wholesale supplier and reasonable commodity

prices for delivered electricity since 2002 resulting in stable budgets for electricity for members; and

5. **WHEREAS**, commodity prices for electricity experienced significant volatility between 2002 and 2009, with prices ranging from 4 cents to over 13 cents per kWh, causing CAPP and STAP members to welcome a five year contractual commitment that came close to cutting the 2008 prices in half, with that contract being extended until December 31, 2017, with a negotiated price reduction of about 1 cent per kWh; and

6. **WHEREAS**, TCAP has become a forceful voice for consumer protections and market reform to benefit the public and well as cities and other political subdivisions; and

7. **WHEREAS**, TCAP is owned by its members and distributes monetary and other resources according to relative load size of members and is controlled by a 15 member Board of Directors, all of whom must be city employees of members who represent diversity in size and geography; and

8. **WHEREAS**, wholesale power prices within the deregulated Texas market are largely determined by the NYMEX gas futures prices for natural gas which are currently low and relatively stable, but which change daily; and

9. **WHEREAS**, daily price changes require retail customers to execute a contract immediately upon receipt of a favorable offer; and

10. **WHEREAS**, pursuant to Texas Local Government Code Section 252.022(a)(15) expenditures for electricity are exempt from competitive bidding requirements; and

11. **WHEREAS**, on any given day, TCAP is able to capture a favorable wholesale price for any period of time, comparable to or better than any given REP or broker; and

12. **WHEREAS**, TCAP intends to continue to contract with its current wholesale supplier, NextEra, because the relationship with NextEra is such that NextEra is willing, after it knows the size of a given load, to execute a contract at or below prescribed price and terms; and

13. **WHEREAS**, the City desires to execute a contract for electricity for the period beyond the expiration of its current contract on December 31, 2017, that locks-in favorable wholesale prices under one of three different supply options:

Option 1 - fixed-price, full-requirements at a price not to exceed 3.9 cents per kWh for the North and West zones or 4.25 cents per kWh for the South and Houston zones;

Option 2 - fixed price for on-peak hours and variable spot market prices for off-peak hours;

Option 3 - block energy at a fixed price to cover the base load hours, a fixed price for solar energy to cover mid-day peak hours (approximately 10% of total load) and variable spot market prices for all remaining consumption; and

14. **WHEREAS**, TCAP will allow members six weeks from receipt of this resolution to consider whether to participate in this second opportunity to contract for post-2017 electrical supply, and thereafter allow NextEra until June 30, 2016 to contact for power for five years at a price not to exceed 4.1 cents per kWh in the North and West zones and a price not to exceed 4.25 cents per kWh in the South and Houston zones for Option 1, so long as the aggregated load for any of the three supply options reaches at least 50 megawatts; and

15. **WHEREAS**, wholesale suppliers demand assurance that TCAP will pay for all contracted load; and

16. **WHEREAS**, the City needs to assure TCAP that it will sign a Commercial Electric Supply Agreement (CESA) reflecting the contract extension and budget for energy purchases for

the post-2017 period and honor its commitment to purchase power for its electrical needs for 2018 through 2022 through TCAP,

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

**Section 1:**

That the TCAP Board of Directors and its consultants and advisors are agents authorized to negotiate for the City's electricity needs as a member of TCAP for the period 2018 through 2022 at a price not to exceed 3.9 cents per kWh for the North and West zones and a price not to exceed 4.25 cents per kWh in the Houston and South zones for supply Option 1;

**Section 2:**

The City prefers to participate in supply Option 1 with the following understanding: a) while supply Option 1 is a full-requirements, fixed-price option, Options 2 (fixed price on-peak, variable spot prices for off-peak usage) and 3 (fixed price for base load, fixed price for a portion of peak load, and variable spot market for remainder) have variable price components and savings over Option 1 cannot be guaranteed, and b) if there is insufficient desire among members to achieve a 50 MW threshold for either Option 2 or 3, the member selecting the inadequately subscribed option will be placed in the Option 1 category. If no option is selected, TCAP will assume that a passed Resolution approves of Option 1.

**Section 3:**

Assuming this resolution is passed before February 25, 2016 and the combined load of TCAP members passing this resolution exceeds 50 megawatts for the preferred Option and NextEra is able to provide TCAP an opportunity prior to June 30, 2016 to contract for power to be delivered to members at a price not to exceed 4.1 cents per kWh for the North and West zones and not to exceed 4.25 cents per kWh in the Houston and South zones for supply Option 1 for the period January 1, 2018 through December 31, 2022, any one of the following individuals is hereby authorized to sign an electric supply agreement for the City within 24 hours of receipt of a contract that has been approved and recommended by the TCAP Board of Directors: Gina Nash or Mike Felix.

**Section 4:**

That the City will commit to purchase power to meet all of its electricity needs eligible for competition pursuant to the TCAP approved supply agreement and approve funds necessary to pay electricity costs proportionate to the City's load under the supply agreement (whether wholesale or retail) arranged by TCAP and signed by TCAP's Executive Director or President or other TCAP representatives authorized by the TCAP Board.

**Section 5:**

That a copy of this resolution shall be sent to Jay Doegey, Executive Director, TCAP, 15455 Dallas Parkway, Suite 600, Addison, Texas 75001 and Geoffrey M. Gay, legal counsel to TCAP at 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

**PRESENTED AND PASSED** on this the \_\_\_\_ day of \_\_\_\_\_, 2016, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a regular meeting of the City Council of Sachse, Texas.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_



# City of Sachse, Texas

## Legislation Details (With Text)

**File #:** 16-3259      **Version:** 1      **Name:** Comprehensive Plan 3-07-16 - CC  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 3/3/2016      **In control:** City Council  
**On agenda:** 3/7/2016      **Final action:**  
**Title:** Discuss and consider approval of a contract for Professional Services with Gateway Planning Group, Inc. and authorize the City Manager to execute for the same.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Staff Presentation](#)  
[Scope of Services](#)  
[Professional Service Agreement](#)

Date	Ver.	Action By	Action	Result
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### Title

Discuss and consider approval of a contract for Professional Services with Gateway Planning Group, Inc. and authorize the City Manager to execute for the same.

### Background

City Council met with the consultant at a special joint meeting with the EDC on February 29<sup>th</sup>, 2016. The project scope, as discussed by City Council and EDC on February 29<sup>th</sup>, is attached.

### Policy Considerations

None

### Budgetary Considerations

The City will fund the Comprehensive Plan components (\$200,000) and the EDC pays for EDC-related components (\$100,000).

### Staff Recommendation

Award the Comprehensive Plan contract to Gateway Planning Group, Inc.



# **COMPREHENSIVE PLAN**

**CITY COUNCIL  
MARCH 7, 2016**

# TIMELINE OVERVIEW

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- City Council directed Staff to draft an RFP for a new Comprehensive Plan in Fall 2015.
- Sachse received multiple proposals in late January from reputable planning firms.
- After reviewing the applicant pool, Staff interviewed several consultants.
- One firm stood out - and their proposed scope provided additional value than was contemplated in the original RFP.
- Council met with the consultant at a special joint meeting with the EDC on February 29th.

# COMPREHENSIVE PLAN

## FINAL SCOPE

- Thoroughfare Plan
- Strategic Plan
- Parks Facilities Plan
- Corridor Plan (78)
- Master Utility Plan
- Neighborhood Plan
- Form Based Code
- Programs
- Housing Plan
- Historic Preservation
- Economic Development Strategic Plan
- FLUP (Future Land Use Plan)
- Regional Plan
- Master Trails Plan
- Financial Forecasts
- CIP Plan
- Visioning Exercises
- Special Area Plan
- Market Plans
- Cultural and/or Social Plan
- Commercial Design Standards (Ordinances)
- Other planning components as needed by the City

# AWARDING THE CONTRACT

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- City pays for Comp Plan components (\$200 thousand)
- EDC pays for remaining EDC related components (\$100 thousand)
- The Professional Services Contract and Project Scope, as discussed on February 29<sup>th</sup>, are included in the packet.
- Staff recommends approval of the agreement for professional services with Gateway Planning Group, Inc., and to authorize the City Manager to execute for the same.

**Task**

**Continuous Engagement**

A. Digital Engagement Platform

- i. Create web page/Facebook profile and brand in context of other media platforms
- ii. Track and update social media platforms (city to support updating along with consultant) .

**B. Early Select Stakeholder Interviews (two days total) and facilitate early joint work session of Planning and Zoning Commission, EDC Board and City Council to align priority of likely most impactful outcomes with focus on recently adopted revised Council Strategic Plan. Outcomes will be framed in two categories: core comprehensive plan elements (FLUP, Master Thoroughfare Plan, Trails/Parks Plan, Utility Strategy) and implementation elements (Special Area Plans and Fiscal Scenarios)**

**C. Prepare for and facilitate early interdepartmental half-day workshop for issues framing after substantial completion of Step 1 Assessment process.**

D. Support establishment of Community Working Group (Think Tank) and prepare for and undertake spread out through process three (3) half-day meetings in addition to same day interdepartmental meetings [Extra Meetings Hourly]

**Step 1: Assessment and Creation of Fiscal Scenario Platform [EDC]**

A. Undertake targeted assessment of available data upon framing of the most pertinent priorities in terms of **baseline needed for fiscal scenarios model including values and cost of service at parcel level.**

B. Create a development pattern baseline **model in GIS.**

C. Undertake build-out market analysis with detailed housing and retail/commercial activation assessment

## **Step 2: Framing a Vision to Define Outcomes**

- A. Prepare for and facilitate a community Town Hall meeting to present initial assessment, market study and emerging issues for feedback, and undertake Community Design Survey, including preparation of SWOT and TOWS analysis from early interview engagement with stakeholder and city leadership.
- B. Based on early community input and Step 1 assessment results, validate in coordination with city departments and Community Working Group three (3) locations for development of Special Area Plans for key areas (likely 190 greenfield; Downtown and another SH 78 location).
- C. Develop recommended key outcomes and metrics for plan performance including departmental management and coordination in context of updated 2016 City Council + EDC Strategic Plan.
- D. Identify and develop initial priority infrastructure needs for plan through one-day workshop with Staff (assumes staff will develop final core Elements inhouse including Thoroughfares Plan, Parks/Trails Plan and Utility Strategy with support of consultant team; and consultant team will develop FLUP refined by Special Area Plans and other core element plans with support of staff).

## **Step 3: Special Area Plans [EDC]**

- A. Prepare for and facilitate 5- three(3)-day charrette. The charrette will include three (3) respective locations, linkage opportunities for trails, as well as policies for non-specific location opportunities such as preservation, watershed integration, and trail connectivity. In addition, the creation of three (3) colored renderings (to be finalized post-charrette).
- B. Present results of charrette on last night to community hosted by joint meeting of the City Council, EDC Board and Planning & Zoning Commission.
- C. Post-charrette refinement of plans and develop inputs for Buildout Scenarios Model.

#### **Step 4 Building Alignment and Optimizing Investment / Finalizing Plan**

##### **A. Prepare Plan Elements**

- i. FLUP map with proposed optimized development pattern locations, extrapolated from a general typology resulting from Special Area Plans and other core elements such as trails plan in addition to supporting staff lead on preparation of Thoroughfares Plan, Trails Plan, Parks Facilities Plan and Utility Plan. .
- ii. Development of fiscal scenarios from Special Area Plans for impact consideration through model.
- iii. Develop policy recommendations for plan relationship to Updated City Council Strategic Plan and Economic Development initiatives locally and regionally with emphasis on opportunities to enhance the tax base via commercial activation and neighborhood and housing policy that supports a broad quality of life for a diverse labor pool.
- iv. Regulatory, zoning and governance recommendations, and refinement of Policies and Metrics from Step 2.

B. Prepare final draft plan with elements and strategies and undertake two (2) review meetings with staff; undertake Town Hall Meeting; and then finalize for communication on social media platform and for adoption [extra meetings hourly].

C. Facilitate presentation of final plan to City Council, EDC Board and Planning & Zoning Commission for consideration of Adoption (three [3] meetings; extra meetings Hourly).

STATE OF TEXAS §  
COUNTY OF DALLAS §

**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Professional Services (“Agreement”) is made by and between the City of Sachse, Texas (“City”) and Gateway Planning Group, Inc., a Texas Corporation (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist the City in developing a new comprehensive plan (the “Project”); and

**WHEREAS**, the Professional desires to render professional services for the City on 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 are hereby acknowledged, the Parties agree as follows:

**Article I  
Term**

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as 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 deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed in accordance with this Agreement prior to such termination. Professional may maintain copies of all work product produced in the performance of this Agreement for purposes of its marketing and advertising.

**Article II  
Scope of Service**

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services.

2.2 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the professional standard of care applicable to the services performed hereunder.

### **Article III Schedule of Work**

The Professional agrees to complete the required services in accordance with the Project Schedule outlined in Exhibit "A".

### **Article IV Compensation and Method of Payment**

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, not to exceed a total amount of Three Hundred Thousand and Zero Dollars (\$300,00.00), as set forth in Exhibit "A". Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charged for such service, reimbursable expenses, the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.2 Unless otherwise provided in the Scope of Services 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, telephone, internet and email 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 services under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

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 Professional shall provide written notice to and approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder, and shall not otherwise be reimbursed by the City unless provided differently herein.

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

5.4 The Professional shall submit monthly progress reports and attend progress meetings as may be reasonably required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

## **Article VI Miscellaneous**

6.1 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.

6.2 Assignment. The Professional may not assign this Agreement 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.

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

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; 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.

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

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

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the 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.

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

If intended for City:

Attn: City Manger  
City of Sachse, Texas  
3815B Sachse Road  
Sachse, Texas 75048

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 Professional:

Attn: Scott Polikov  
Gateway Planning Group  
3100 McKinnon St.; 7<sup>th</sup> Floor  
Dallas, Texas 75201

6.9 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate.
- (b) All policies of insurance shall be endorsed and contain the following provisions:  
(1) name the City, its officers, and employees as additional insureds as to all

applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; (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, except for Professional Liability Insurance. The Professional shall provide written notice to the City of any material change of or to the insurance required herein.

- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the City.

6.10 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this contract as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If during the contract period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City of Sachse.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors, and will inform the City of Sachse of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.11 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 OR BREACH OF CITY’S OBLIGATIONS HEREUNDER. 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 OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CITY THE OTHER PARTY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). 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.**

6.12 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.

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

*[Signature Page to Follow]*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**City of Sachse, Texas**

By: \_\_\_\_\_  
Name: Gina Nash, City Manager

**Attest:**

By: \_\_\_\_\_  
Michelle Lewis Sirianni  
City Secretary

Approved as to form:

By: \_\_\_\_\_  
Peter G. Smith, City Attorney  
(12-09-15/74601)

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**Professional**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**  
**Scope of Services**

**(to be attached)**



# City of Sachse, Texas

## Legislation Details (With Text)

<b>File #:</b>	16-3253	<b>Version:</b>	1	<b>Name:</b>	Budget Amendment March 2016
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	3/1/2016	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	3/7/2016	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider an ordinance authorizing certain budget amendments pertaining to the fiscal year 2015-2016 budget; and providing an effective date.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Ordinance Amending 2015-2016 Budget 030716</a>				

Date	Ver.	Action By	Action	Result
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### Title

Consider an ordinance authorizing certain budget amendments pertaining to the fiscal year 2015-2016 budget; and providing an effective date.

### Background

This budget amendment is to approve funding for an updated Comprehensive Plan for the City. The source of funds for the expenditure is Unreserved General Fund Balance in the amount of \$200,000 and Sachse Economic Development Corporation ("SEDC") budgeted 2015-2016 expenditures of \$100,000. There is no increase in overall budgeted expenditures in the SEDC, but a transfer from expenditures to operating transfers.

Because the completion of the Comprehensive Plan update is expected to span multiple budget years, the expenses will be tracked in the Capital Projects Fund. The changes to all three funds by line item is detailed below:

#### General Fund:

##### Expenditures:

01-018-55050	Transfer Out-Capital Projects	Comm. Dev.
\$200,000.00		

#### Capital Projects:

##### Revenue:

04-000-48000	Transfer In-General Fund
\$200,000.00	

#### Non-Dept.

04-000-48040	Transfer In-SEDC	Non-Dept.
100,000.00		

Expenditures: 04-030-53000 \$300,000.00	Consulting Fees	Cap. Projects
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Sachse Economic Development Corporation:

Expenditures: 06-019-53002 (\$100,000.00)	Professional Services	Econ. Dev.
06-019-55050 100,000.00	Transfer Out-Capital Projects	Econ. Dev.

The source of funds for the General Fund contribution to the project is Unreserved Fund Balance. As of September 30, 2015, Unreserved Fund Balance for the General Fund was \$6,546,528, 53% of FY2015 Operating Expenditures. The City's Fund Balance Policy states that the City will maintain a reserve of 25%-35% of Operating Expenditures; the reduction of \$200,000 to fund this project reduces the fund balance to expenditure ratio to 52%.

Policy Considerations

The budget amendment is being considered on the basis of Generally Accepted Accounting Principles (GAAP) as it applies to budgeting for sources and uses of financial resources.

Budgetary Considerations

Budget amendments which result in an increase in the overall appropriated expenses are required by City Charter.

Staff Recommendations

Approve an ordinance authorizing certain budget amendments pertaining to the fiscal year 2015-2016 budget; and providing for an effective date.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF SACHSE, TEXAS (“CITY”),  
AUTHORIZING CERTAIN BUDGET AMENDMENTS PERTAINING TO THE FISCAL  
YEAR 2015-2016 BUDGET; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City is required by the City Charter to approve a budget amendment by ordinance and upon approval such amendment shall become an attachment to the original budget; and

**WHEREAS**, a budget amendment has been prepared for certain appropriations and expenditures in the 2015-2016 Budget and submitted to the City council for approval and a true and correct copy is attached as Exhibit A.

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

**SECTION 1.** Pursuant to the City Charter requirements of the City of Sachse, Texas, in the year 2015-2016, a Budget Amendment attached as Exhibit A is hereby authorized and approved.

**SECTION 2.** This Ordinance shall take effect immediately from and after its passage as the law in such cases provides.

**PASSED AND APPROVED** by the City Council of the City of Sachse, Texas this the 7<sup>th</sup> day of March, 2016.

APPROVED:

\_\_\_\_\_  
Mike J. Felix  
Mayor

DULY ENROLLED:

\_\_\_\_\_  
Michelle Lewis-Sirianni  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Peter G. Smith  
City Attorney  
(PGS/05-13-13/61122)

**EXHIBIT A**

**General Fund:**

**Expenditures:**

<b>01-018-55050</b>	<b>Transfer Out-Capital Projects</b>	<b>Comm. Dev.</b>	<b>\$200,000.00</b>
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**Capital Projects:**

**Revenue:**

<b>04-000-48000</b>	<b>Transfer In-General Fund</b>	<b>Non-Dept.</b>	<b>\$200,000.00</b>
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<b>04-000-48040</b>	<b>Transfer In-EDC</b>	<b>Non-Dept.</b>	<b>\$100,000.00</b>
---------------------	------------------------	------------------	---------------------

**Expenditures:**

<b>04-030-53000</b>	<b>Consulting Fees</b>	<b>Cap Projects</b>	<b>\$300,000.00</b>
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**Sachse Economic Development Corporation:**

**Expenditures:**

<b>06-019-53002</b>	<b>Professional Services</b>	<b>Econ. Dev.</b>	<b>(\$100,000.00)</b>
---------------------	------------------------------	-------------------	-----------------------

<b>06-019-55050</b>	<b>Transfer Out-Capital Projects</b>	<b>Econ. Dev.</b>	<b>\$100,000.00</b>
---------------------	--------------------------------------	-------------------	---------------------



# City of Sachse, Texas

## Legislation Details (With Text)

**File #:** 16-3229      **Version:** 1      **Name:** Chamber of Commerce Lease Agreement - Amendment  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 2/10/2016      **In control:** City Council  
**On agenda:** 3/7/2016      **Final action:**  
**Title:** Consider and authorize the City Manager to execute an amendment to the lease agreement with the Sachse Chamber of Commerce to lease a portion of the former municipal building at 5560 S.H. 78.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Chamber of Commerce Lease - Current](#)  
[Chamber of Commerce First Amendment to Lease Agreement](#)

Date	Ver.	Action By	Action	Result
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### Title

Consider and authorize the City Manager to execute an amendment to the lease agreement with the Sachse Chamber of Commerce to lease a portion of the former municipal building at 5560 S.H. 78.

### Background

The Sachse Chamber of Commerce staff and city staff have discussed the renewal of the lease of two office areas in the old city hall. The substance of this amendment is the term of the agreement.

The amendment proposes a one (1) year lease with the option for one (1) additional one (1) year renewal by the City of Sachse, providing written notice within 30 days prior to the end of the term.

### Policy Considerations

None

### Budgetary Considerations

None

### Staff Recommendations

Authorize the City Manager to execute an amendment to the lease agreement with the Sachse Chamber of Commerce to lease a portion of the former municipal building at 5560 S.H. 78.



STATE OF TEXAS           §  
  §                   LEASE AGREEMENT  
COUNTY OF DALLAS       §

This Lease Agreement ("Agreement") is entered into between the City of Sachse, Texas, a Texas home rule municipality, ("Lessor"), and Sachse Chamber of Commerce ("Lessee").

In consideration of the mutual covenants and agreements of this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, approximately 2200 square feet of the building located at 5560 State Highway 78, Sachse, Dallas County, Texas, depicted in Exhibit "A" attached hereto (the "Premises"). The Premises are referred to in this Lease as the "Premises" or the "Leased Premises." The building is referred to as the "Building."

**Article I**  
**Term of Lease**

1.01 **Term:** The term of this Agreement shall begin on the last day of execution hereof (the "Effective Date") and continue for a period of one year (the "Initial Term"). Providing this Agreement has not been terminated earlier as provided herein, Lessee shall have the option to renew this Agreement for additional one (1) year renewals by Lessee providing written notice thereof thirty (30) days prior to the end of the then current term.

1.02 **Termination:** This Agreement may be terminated by the Lessor, with or without cause, upon thirty (30) days' written notice to Lessee, or upon Lessee's default under the terms of this Agreement.

1.03 **Holdover:** If Lessee holds over and continues in possession of the Premises after the Lease Term (or any extension of it) expires, Lessee will be considered to be occupying the Premises (at will or on a month-to-month tenancy), subject to all of the terms of this Lease.

**Article II**  
**Rent**

2.01 **Basic Rent:** Lessee will pay Lessor \$1.00 per year, from the beginning of the Lease Term and throughout the Lease Term. The yearly rent due shall be paid at the commencement of this Lease Term.

2.02 **Security Deposit:** Lessee shall deposit with Lessor the sum of five hundred dollars (\$500.00) as a security deposit to secure Lessee's faithful performance of the terms of this Agreement. After the Lessee has vacated the Premises, the Lessor may use the security deposit for the cleaning of the Premises, any unusual wear and tear to the Premises, and any rent or other amounts owed pursuant to this Agreement.

2.03 **Furniture:** Lessee shall have the right to use the furniture and equipment that is described in Exhibit B. The City has no obligation to replace or repair the furniture and equipment listed in Exhibit B.

**Article III**  
**Use of Premises**

3.01 **Permitted Use. Office:** Lessee will use the Premises only for the purpose of conducting its day-to-day business operations. No other services are permitted unless Lessor gives Lessee prior written consent for additional permitted uses. Upon termination of this Agreement, Lessee shall return the Premises to the Lessor in the same condition as the Commencement Date.

3.02 **Insurance Hazards:**

(a) Lessee shall, during the term of this Agreement, 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 Lessee, its officers, agents, employees, invitees, and vendors use of the Premises pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 (\$2,000,000.000 aggregate) 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 Lessee, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker's Compensation Insurance covering all of Lessee's employees involved in the use of the Leased Premises under this Agreement.

(b) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name of the Lessor, 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 Lessor for cancellation, non-renewal, or material change of the insurance; and (3) provide for a waiver of subrogation against the Lessor for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

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

(d) A certificate of insurance evidencing the required insurance shall be submitted to the Lessor upon full execution of this Agreement.

3.03 **Compliance with Laws:**

(a) Lessee may not use, or permit using, the Premises in any manner that results in waste of premises or constitutes a nuisance or for any illegal purpose. Lessee, at its own expense, will comply, and will cause its officers, employees, agents and invitees to comply, with all applicable laws, ordinances, and governmental rules and regulations concerning the use of the Premises, including Hazardous Materials Laws.

(b) "Hazardous Materials" means any substance, material, or waste that is or becomes regulated by any local governmental agency, the State of Texas, or the Federal Government, including, but not limited to, any material or substance that is (1) *designated as a "hazardous substance" pursuant to § 311 of the Clean Water Act, 33 U.S.C. § 1251 et. seq., or listed pursuant to § 307 of the Clean Water Act, 33 U.S.C. § 1317,* (2) *defined as a "hazardous substance" pursuant to § 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et. seq.,* (3) *defined as a "hazardous waste" pursuant to § 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et. seq.,* (4) *petroleum,* (5) *asbestos,* and (6) *polychlorinated biphenyls.*

2.04 **Construction of Wall:** Prior to occupancy, Lessee shall construct a wall between the reception area and the former administrative offices as shown on Exhibit "A". The materials used for the construction of the wall and the design shall be approved by the City prior to construction. Lessee shall be responsible for obtaining the required permits for all construction within the Leased Premises.

2.05 **Condition of Premises:** Lessee acknowledges and agrees and does hereby accept the Premises AS IS with all faults.

#### **Article IV Maintenance and Surrender**

Lessee will maintain the leased Premises, with the exception of mowing the Premises, and keep them free from waste or nuisance throughout the Lease Term and any extensions of it. When this Lease terminates, Lessee must deliver the Premises in as good a state of repair and condition as they existed when Lessor delivered possession to Lessee. If Lessee neglects to reasonably maintain the Premises, Lessor may, but is not required to, cause repairs or corrections to be made. Any reasonable costs incurred for repairs or corrections for which Lessee is responsible under this section are payable by Lessee to Lessor as a reimbursement within thirty (30) days after Lease termination. Additionally, Lessor shall be responsible for replacing air conditioning filters on a quarterly basis.

#### **Article V Utilities**

Lessor covenants and warrants that all solid waste, sewer, water, gas, potable water, electricity and all other necessary utilities are in all respects available for, and are now fully and completely connected to, the Premises. However, all applications and connections for necessary utility services on or to the Premises shall be made in the name of Lessee only; and Lessee shall be solely liable for, and shall maintain in current status, any and all utility charges as they become due, including those charges for sewer, water, gas, potable water, electricity and charges for any other utilities. City shall provide Lessee with one garbage dumpster for solid waste services.

#### **Article VI Alterations, Additions, Improvements and Fixtures**

6.01 **Consent of Lessor:** Lessee shall not make any alterations, additions, or improvements to the Premises without Lessor's prior written consent of the City Manager.

6.02 **Signage:** Lessee shall not install any signage on the Premises without written approval by the City Manager. Any signage installed on the Premises shall be in compliance with all City ordinances.

6.03 **Property of Lessor:** All alterations, additions, or improvements made by Lessee will become Lessor's property when this Lease terminates.

6.04 **Trade Fixtures:** Lessee has the right at all times to erect or install furniture and fixtures, as long as Lessee complies with all applicable governmental laws, ordinances, and regulations. Lessee may remove such items when this Lease terminates, if Lessee is not in default at that time and the fixtures can be removed without structural damage to the Premises. Before this Lease terminates, Lessee must repair any damage caused by removing any fixtures and should have 15 days to comply. Any furniture or fixtures not removed by Lessee when this Lease terminates are considered abandoned by Lessee and automatically become Lessor's property.

6.05 **Repairs:** The Lessee shall be responsible for making all repairs to the Premises, including HVAC. Lessee shall not make any repairs to the Premises without first obtaining the written consent of the City Manager.

## **Article VII Damage or Destruction**

7.01 **Notice to Lessor:** If the Premises or any structures or improvements on the Premises are damaged or destroyed by fire, tornado, or other casualty, Lessee must immediately give Lessor written notice of the damage or destruction, including a general description of the damage and, as far as known to Lessee, the cause of the damage.

7.02 **Total Destruction:** If the Premises are totally destroyed by fire, tornado, or other casualty this Lease will terminate, and rent will be abated for the unexpired portion of this Lease, effective as of the date of written notification as provided in § 7.01. Lessor in its sole discretion may elect to restore the Premises and rebuild the Building in which event the Lease shall continue in under the same terms and conditions set forth herein from the date the Premises has been fully restored.

7.03 **Partial Destruction:** If the Premises are damaged by fire, tornado, or other casualty other than by the negligence, gross negligence, or intentional tort of Lessee or any person in or about the Premises with Lessee's express or implied consent, or if they are so damaged that rebuilding or repairs cannot reasonably be completed within one hundred eighty (180) working days or the damage exceeds Lessor's insurance recovery, or Lessor elects not to restore the Premises, this Lease will terminate.

## **Article VIII**

## **Condemnation**

8.01 **Total Condemnation**: If, during the Lease Term or any extension or renewal of the Lease, all of the Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, and the rent will be abated during the unexpired portion of this Lease, effective as of the date the condemning authority takes the Premises.

8.02 **Partial Condemnation**: If less than all of the Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate this Lease by giving written notice to the other within thirty (30) days. In addition, if all or a portion of the parking area, or the signage, of the Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate this Lease by giving Lessor written notice within thirty (30) days. If the Premises are partially condemned and neither party elects to terminate this Lease, this Lease will not terminate, but the rent will be adjusted equitably during the un-expired portion of this lease.

8.03 **Condemnation Award**: Lessor is entitled to receive and retain the entire award in any condemnation proceedings, except for any portion attributable to trade fixtures and personal property owned by Lessee, which Lessee is entitled to receive and retain. The termination of this Lease will not affect the right to this award.

## **Article IX Inspection by Lessor**

Lessor and its officers, agents, employees, and representatives may enter any part of the Premises during normal business hours for the purpose of inspection, cleaning, maintenance, repairs, alterations, or additions as Lessor considers necessary (but without any obligation to perform any of these functions except as stated in this Lease), or to show the Premises to prospective tenants, purchasers, or lenders. Lessee is not entitled to any abatement or reduction of rent by reason of entry of Lessor or any of its officers, agents, representatives, or employees under this article, nor will such an entry be considered an actual or constructive eviction.

**Article X  
Mechanic's Lien**

Lessee will not permit any mechanic's lien to be placed on the Premises or on improvements made to the Premises. If a mechanic's lien is filed on the Premises or on improvements on them, Lessee will promptly pay it. If default in payment of the lien continues for thirty (30) days after Lessor's written notice to Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiring into its validity. Any amounts Lessor pays to remove a mechanic's lien caused by Lessee to be filed against the Premises or against improvements on the Premises, including expenses and interest, are due from Lessee to Lessor and must be repaid to Lessor immediately on rendition of notice, together with annual interest at the highest rate then allowed by law until paid.

**Article XI  
Indemnification**

**11.01 General Indemnification: LESSEE SHALL DEFEND, PROTECT AND KEEP LESSOR FOREVER HARMLESS AND INDEMNIFIED AGAINST AND FROM ANY PENALTY, OR ANY DAMAGE, OR CHARGE, IMPOSED FOR ANY VIOLATION OF ANY LAW, ORDINANCE, RULE OR REGULATION ARISING OUT OF THE PERMITTED USE OF THE LEASED PREMISES BY THE LESSEE, WHETHER OCCASIONED BY THE NEGLIGENCE OF LESSEE, ITS EMPLOYEES, OFFICERS, PARTNERS, SHAREHOLDERS, AGENTS, CONTRACTORS, INVITEES, OR GUESTS. LESSEE SHALL AT ALL TIMES DEFEND, PROTECT AND INDEMNIFY, AND THE LESSEE SHALL HOLD LESSOR HARMLESS AGAINST AND FROM ANY AND ALL LOSS, COST, DAMAGE, OR EXPENSE, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR FROM ANY ACCIDENT OR OTHER OCCURRENCE CAUSING PERSONAL INJURY, DEATH OR PROPERTY DAMAGE RESULTING FROM PERMITTED USE OF THE LEASED PREMISES BY LESSEE, ITS AGENTS, EMPLOYEES, PARTNERS, SHAREHOLDERS, AGENTS, CONTRACTORS, INVITEES, OR GUESTS, EXCEPT WHEN CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF LESSOR, ITS OFFICERS, EMPLOYEES OR AGENTS, AND ONLY THEN TO THE EXTENT OF THE PROPORTION OF ANY FAULT DETERMINED AGAINST LESSOR FOR ITS WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.**

**11.02 Lessee's Environmental Indemnification:**

(a) Lessee is responsible only for the payment of that portion of any cleanup costs for the Premises necessary for compliance with Hazardous Materials Laws that arise as a result of Lessee's discharge of Hazardous Materials on the Premises during Lessee's occupancy of the Premises. Lessor is responsible for all other cleanup costs and for ensuring that any other responsible party participates in the cleanup to the extent of its responsibility for a release.

(b) Lessee must indemnify, defend, and hold harmless Lessor from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen, including without

limitation counsel, engineering, and other professional or expert fees, that Lessor may incur by reason of Lessee's action or inaction with regard to Lessee's obligations under this section. This section survives the expiration or earlier termination of this Lease.

**Article XII  
Assignment and Sublease**

Lessee may not assign this Lease, or any interest in it, nor sublet the Premises, or any part of them without prior written consent of Lessor.

**Article XIII  
Default**

13.01 **Default:** In the event that Lessee fails to perform any obligation under this Agreement, after seven (7) days' written notice from the Lessor, then Lessee shall be in default, and the Lessor shall have the right to immediately terminate this Agreement and Lessee shall vacate the Leased Area upon receipt of such notice.

13.02 **Cumulative Remedies:** Lessor's or Lessee's pursuing any remedy provided in this Lease will not preclude pursuing any other remedy provided in this Lease. Either party's pursuing any remedy provided in this lease or by law will not constitute a forfeiture or waiver of any damages accruing to either party by reason of violating any term or covenant of this Lease. Nor will Lessor's pursuing any remedies provided in this Lease constitute a waiver or forfeiture of any rent due under this Lease.

13.03 **Waiver of Default:** Either party's waiving any default or violation or breach of any term or covenant of this Lease does not waive any other violation or breach of any term or covenant of this Lease. Nor does either party's forbearing to enforce one or more of the remedies provided in this Lease or by law on a default waive the default. Lessor's accepting rent following default under this Lease does not waive the default.

13.04 **Surrender of Premises:** No act done by Lessor or its agents during the Lease Term may be considered an acceptance of a surrender of premises is valid unless in writing and subscribed by Lessor.

**Article XIV  
Miscellaneous**

14.01 **Notices and Addresses:** Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax, facsimile, or email to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received upon actual delivery or, if sent by first class mail, the earlier of the date of actual delivery or three (3) days after delivery of notice to a receptacle of the U.S. Postal Service as set forth herein:

If to Lessor:  
City of Sachse

With copy to:  
Peter G. Smith

Attn: Jeri Rainey  
City Manager  
3815 Sachse Road, Building B  
Sachse, Texas 75048

Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
1800 Lincoln Plaza  
500 N. Akard  
Dallas, Texas 75201

If to Lessee:

Sachse Chamber of Commerce  
Attn: David Todd, Chairperson  
2924 5<sup>th</sup> Street  
Sachse, Texas 75048

14.02 **Parties Bound:** This agreement binds, and inures to the benefit of, the parties to this Lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when this agreement permits.

14.03 **Texas Law to Apply:** This agreement is to be construed under Texas law, and all obligations of the parties created by this agreement are performable in Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

14.04 **Legal Construction:** If anyone or more of the provisions in this agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the agreement, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

14.05 **Prior Agreements Superseded:** This agreement constitutes the parties sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

14.06 **Amendment:** No amendment, modification, or alteration of the terms of this agreement is binding unless in writing, dated subsequent to the date of this agreement, and duly executed by the parties.

14.07 **Rights and Remedies Cumulative:** The rights and remedies provided by this Lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

14.08 **Attorney's Fees and Costs:** If, as a result of either party's breaching this agreement, the other party employs an attorney to enforce its rights under this Lease, the breaching or defaulting party will pay the other party the reasonable attorney's fees and costs incurred to enforce this Lease.

14.09 **Force Majeure:** Neither Lessor nor Lessee is required to perform any term or covenant of this Lease so long as performance is delayed or prevented *by force majeure*, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within Lessor's or Lessee's control and that Lessor or Lessee, by exercising due diligence and paying money, cannot prevent

or overcome in whole or part.

*(signature page to follow)*

EXECUTED on the 6<sup>th</sup> day of AUGUST, 2011.

LESSOR:

City of Sachse, Texas

By: Jeri L. Kuning  
Name: Jeri L. Kuning  
Title: Interim City Manager

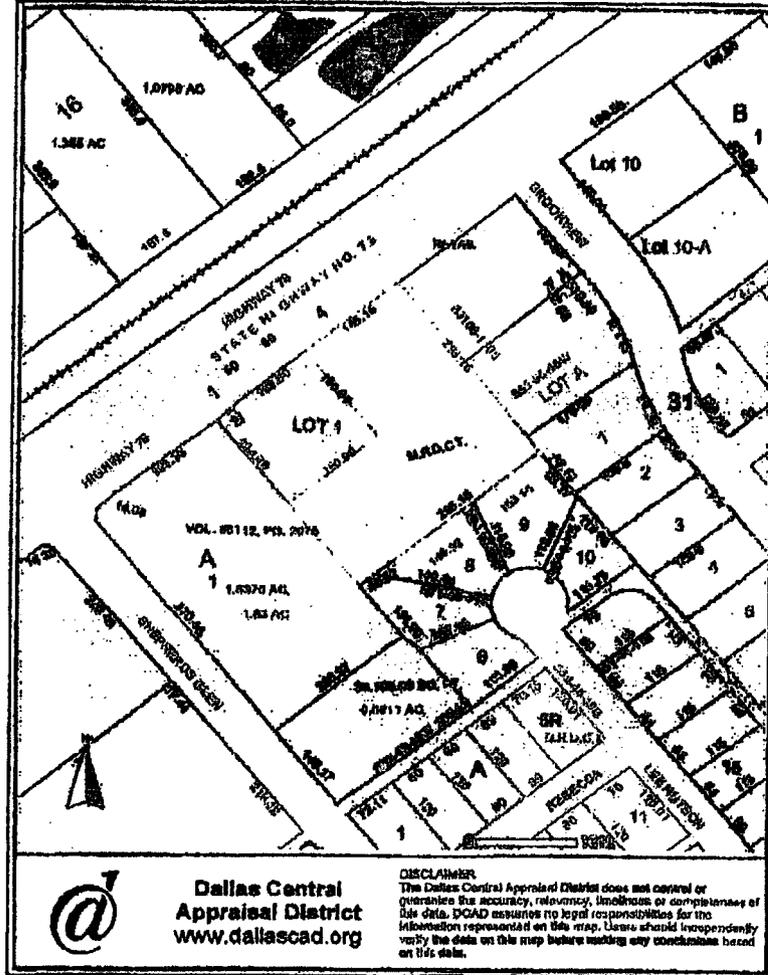
EXECUTED on the 1<sup>st</sup> day of AUGUST, 2011.

LESSEE:

Sachse Chamber of Commerce

By: David Todd  
Name: DAVID TODD  
Title: CHAIRMAN

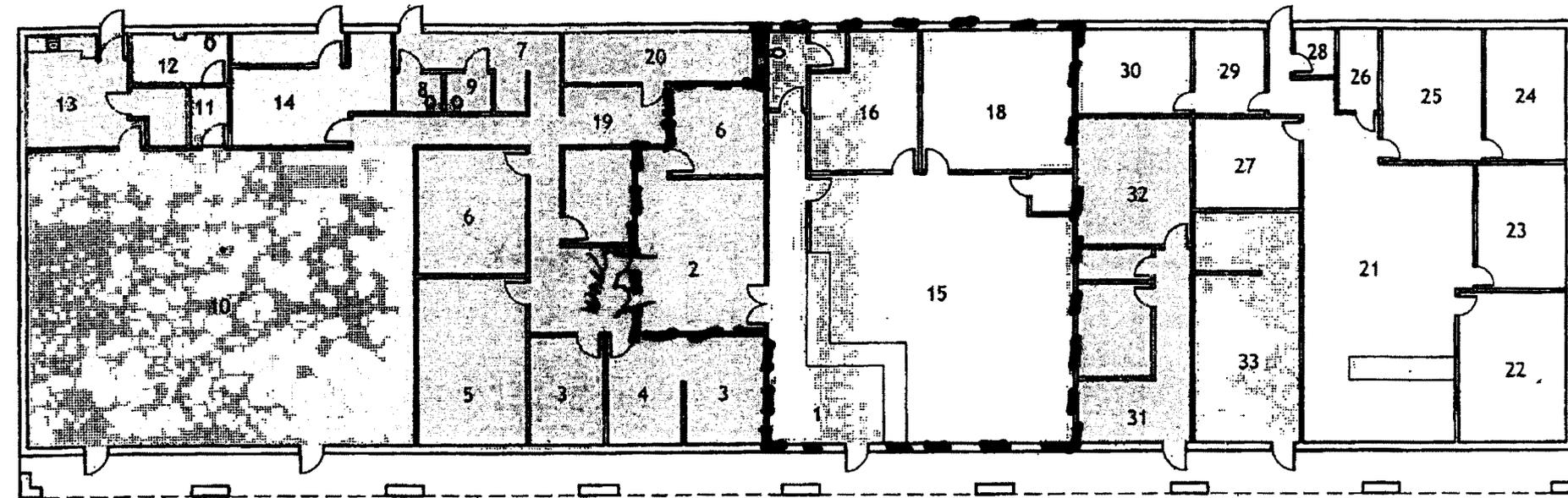
EXHIBIT "A"



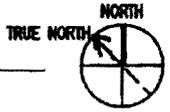
[http://dcadmaps.dallascad.org/ARCIMS/ins?ServiceName=dcad\\_new&ClientVersion=4...](http://dcadmaps.dallascad.org/ARCIMS/ins?ServiceName=dcad_new&ClientVersion=4...) 11/15/2010

"EXHIBIT A"

--- LEASE SPACE

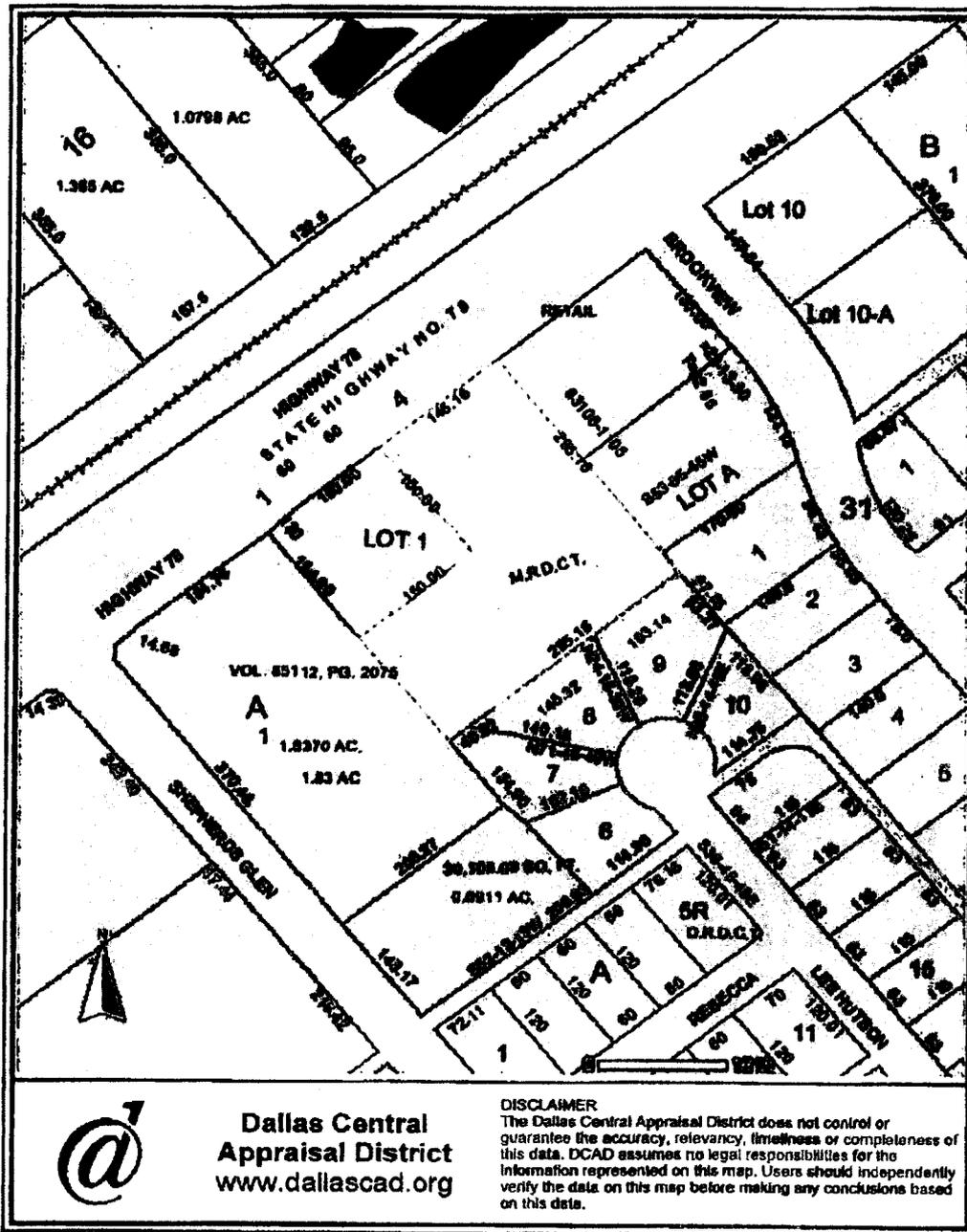


1 City Hall  
1/16" = 1'-0"



5560 S.H. 78

EXHIBIT "A"



[http://dcadmaps.dallascad.org/ARCIMS/ims?ServiceName=dcad\\_new&ClientVersion=4...](http://dcadmaps.dallascad.org/ARCIMS/ims?ServiceName=dcad_new&ClientVersion=4...) 11/15/2010

**EXHIBIT "A"**



**Commercial Account #48000950010020000**

Location Owner Legal Desc Value Improvements Land Exemptions Estimated Taxes Building Footprint History

**Location (Current 2011)**

Address: 5560 STATE HWY 78  
Market Area: 3GSB03  
Mapsc0: 9A-V (DALLAS)

**Legal Desc (Current 2011)**

1: BROOKVIEW COMMERCIAL PARK  
2: BLK 1 LT 2 ACS 1.48  
3:  
4: VOL93178/3351 EX080593 CO-DALLAS  
5: 0009500100200 34800095001  
Deed Transfer Date: 9/14/1993

**DCAD Property Map**

[View Photo](#)

[Print Homestead Exemption Form](#)

[YAHOO! Maps](#)

**Owner (Current 2011)**

SACHSE CITY OF  
5560 STATE HWY 78  
SACHSE, TEXAS 750480000

**Multi-Owner (Current 2011)**

Not Applicable (N/A)

**Value**

2010 Certified Values	
Improvements:	\$413,150
Land:	+ \$322,340
Market Value:	= \$735,490
Revaluation Year:	2010
Previous Revaluation Year:	2008

**Improvements (Current 2011)**

#	Desc: RETAIL STRIP	Total Area: 11,200 sqft	Year Built: 1986
	<b>Construction</b>	<b>Depreciation</b>	<b>Appraisal Method</b>
	Construction: C-MASONRY, BLOCK, TILT-WALL	Physical: 0%	COST
	Foundation (Area): CONCRETE SLAB (11,200 sqft)	Functional: + 5%	
1	Net Lease Area : 11,200 sqft	External: + 0%	
	# Stories: 1	Total: = 5%	
	# Units: 0	Quality: AVERAGE	
	Basement (Area): UNASSIGNED	Condition: GOOD	
	Heat: CENTRAL HEAT		
	A/C: CENTRAL A/C		

**EXHIBIT "A"**

**Land (Certified 2010)**

#	State Code	Zoning	Frontage (ft)	Depth (ft)	Area	Pricing Method	Unit Price	Market Adjustment	Adjusted Price	Ag Land
1	COMMERCIAL IMPROVEMENTS	GENERAL COMMERCIAL DISTRICT	0	0	64,468.0000 SQUARE FEET	STANDARD	\$5.00	0%	\$322,340	N

\* All Exemption Information reflect Certified 2010. \*

**Exemptions (Certified 2010)**

This property is tax exempt.

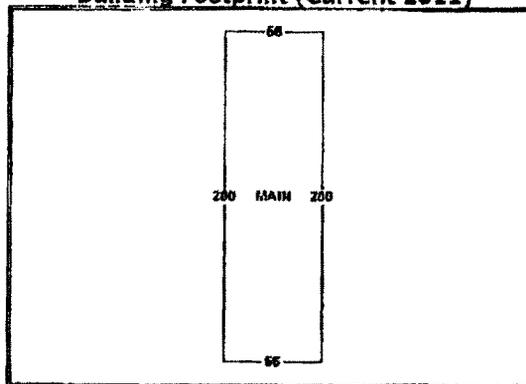
**Estimated Taxes (Certified 2010)**

	City	School	County and School Equalization	College	Hospital	Special District
<b>Taxing Jurisdiction</b>	SACHSE	GARLAND ISD	DALLAS COUNTY	DALLAS CO COMMUNITY COLLEGE	PARKLAND HOSPITAL	UNASSIGNED
<b>Tax Rate per \$100</b>	\$0.705819	\$1.2533	\$0.2531	\$0.09923	\$0.271	N/A
<b>Taxable Value</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>Estimated Taxes</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
<b>Tax Ceiling</b>					N/A	N/A
<b>Total Estimated Taxes:</b>						<b>\$0.00</b>

**DO NOT PAY TAXES BASED ON THESE ESTIMATED TAXES.** You will receive an official tax bill from the appropriate agency when they are prepared. Taxes are collected by the agency sending you the official tax bill. To see a listing of agencies that collect taxes for your property. [Click Here](#)

The estimated taxes are provided as a courtesy and should not be relied upon in making financial or other decisions. The Dallas Central Appraisal District (DCAD) does not control the tax rate nor the amount of the taxes, as that is the responsibility of each Taxing Jurisdiction. Questions about your taxes should be directed to the appropriate taxing jurisdiction. We cannot assist you in these matters. These tax estimates are calculated by using the most current certified taxable value multiplied by the most current tax rate. It does not take into account other special or unique tax scenarios. If you wish to calculate taxes yourself, you may use the TaxEstimator to assist you.

**Building Footprint (Current 2011)**



History

"B"

Chamber of Commerce Lease to include use of the following office furniture:

1. 8 City Council chairs (Former Council Chambers) & ~~4 side chairs~~  
TS
2. 3 desk chairs
3. 1 coffee table
4. 5 round folding tables (From senior center or library)
5. 1 large conference table (From Community Development)
6. 2 shelving units with roll down doors (Finance)
7. 5 bookshelves (From various departments)
8. 2 white boards (From Community Development)
9. 3 cubicle units (From Community Development)
10. 1, 4 drawer file proof cabinet (From Community Development)

All of this furniture currently is in city storage at 5560 S. H. 78 old city hall for auction



**EXECUTED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**LESSOR:**

**CITY OF SACHSE, TEXAS**

By: \_\_\_\_\_  
Gina Nash, City Manager

**EXECUTED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**LESSEE:**

**SACHSE CHAMBER OF COMMERCE**

By: \_\_\_\_\_  
Mike Makara, Chairman



# City of Sachse, Texas

## Legislation Details (With Text)

<b>File #:</b>	16-3247	<b>Version:</b>	1	<b>Name:</b>	Kensington Park PP - CC
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	2/22/2016	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	3/7/2016	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider and act on a Preliminary Plat application for Kensington Park from JBI Partners, generally located north of the intersection of Ben Road and Pleasant Valley Estates, within city limits.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Staff Presentation</a> <a href="#">Proposed Plat</a>				

Date	Ver.	Action By	Action	Result
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### Title

Preliminary Plat application for Kensington Park from JBI Partners.

### Background

#### Project Information

- Proposal to preliminary plat 65 residential lots & 3 HOA lots
- Applicant: JBI Partners
- Owner: Sachse 95, LLC
- Size: Approximately 95 acres
- Site Attributes: undeveloped land
- Proposed Use: Single Family Residential
- Current Zoning: PD with residential base zoning
- On February 8<sup>th</sup>, 2016, the Planning & Zoning Commission unanimously recommended approval of the proposed plat.

### Policy Considerations

None

### Budgetary Considerations

None

Staff Recommendation

- Per Staff's technical review, the proposed plat is in compliance with Sachse's subdivision regulations and zoning ordinance.
- Staff recommends approval of the proposed plat, subject to all conditions stipulated by the City Engineer.
- Plat approval is not discretionary. If a plat meets all applicable standards and regulations, State law requires the City to approve the plat.



# **KENSINGTON PARK PP**

CITY COUNCIL

MARCH 7, 2016

# REQUEST

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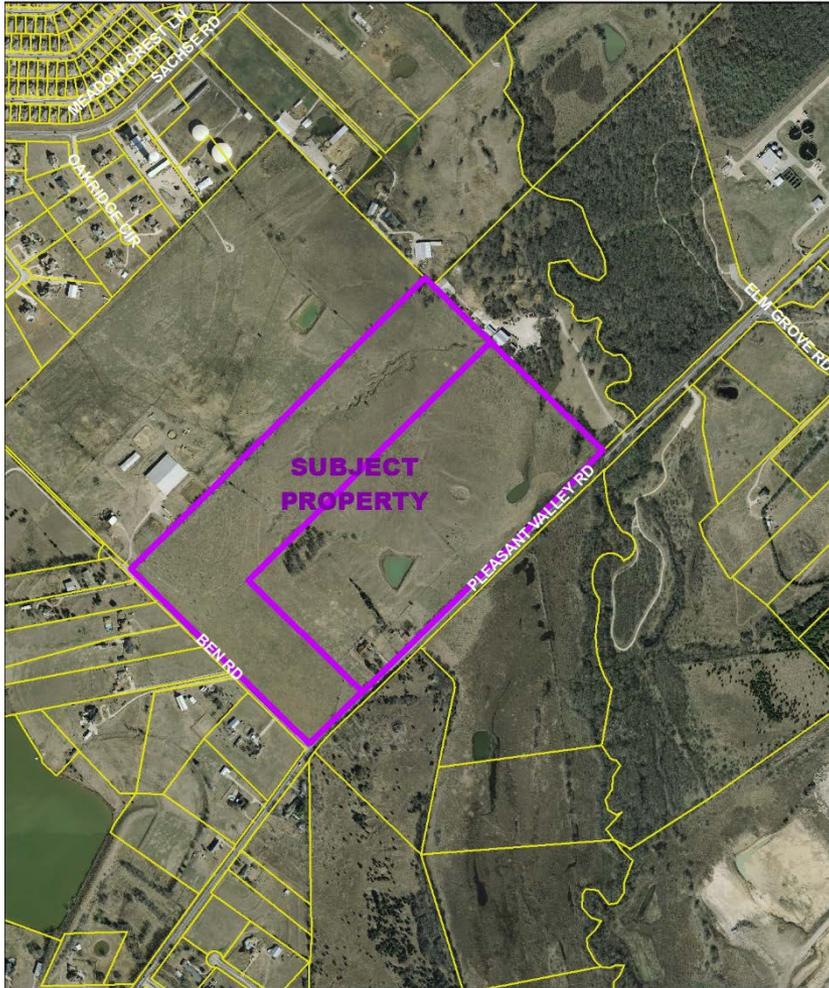
Consider and act on a preliminary plat application for Kensington Park from JBI Partners, generally located north of the intersection of Ben Road and Pleasant Valley Road, within city limits.

# PROJECT INFORMATION

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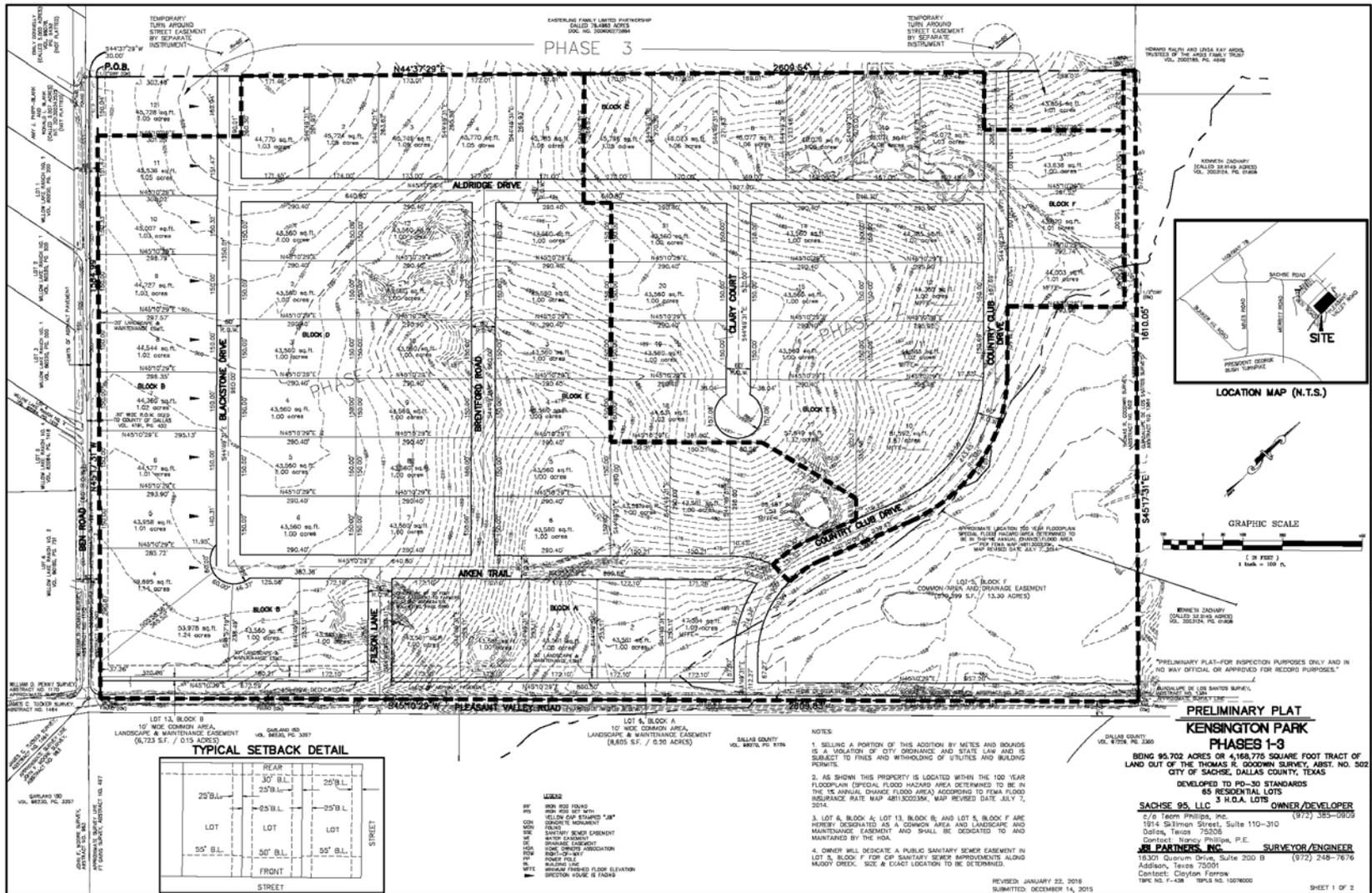
- Proposal to preliminary plat 65 residential lots & 3 HOA lots
- Applicant: JBI Partners
- Owner: Sachse 95, LLC
- Size: Approximately 95 acres
- Site Attributes: undeveloped land
- Proposed Use: Single Family Residential (1 acre)
- Current Zoning: PD with residential base zoning
- On February 8<sup>th</sup>, 2016, the Planning & Zoning Commission unanimously recommended approval of the proposed plat.

# AERIAL LOCATION MAP



The subject property is generally located north of the intersection of Ben Road and Pleasant Valley Road, within city limits.

# PROPOSED PLAT



# STAFF RECOMMENDATION

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- Per Staff's technical review, the proposed plat is in compliance with Sachse's subdivision regulations and zoning ordinance.
- Staff recommends approval of the proposed plat, subject to all conditions stipulated by the City Engineer.

√

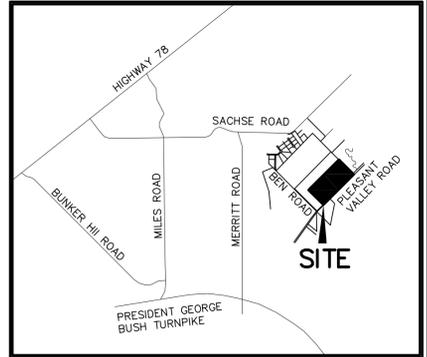
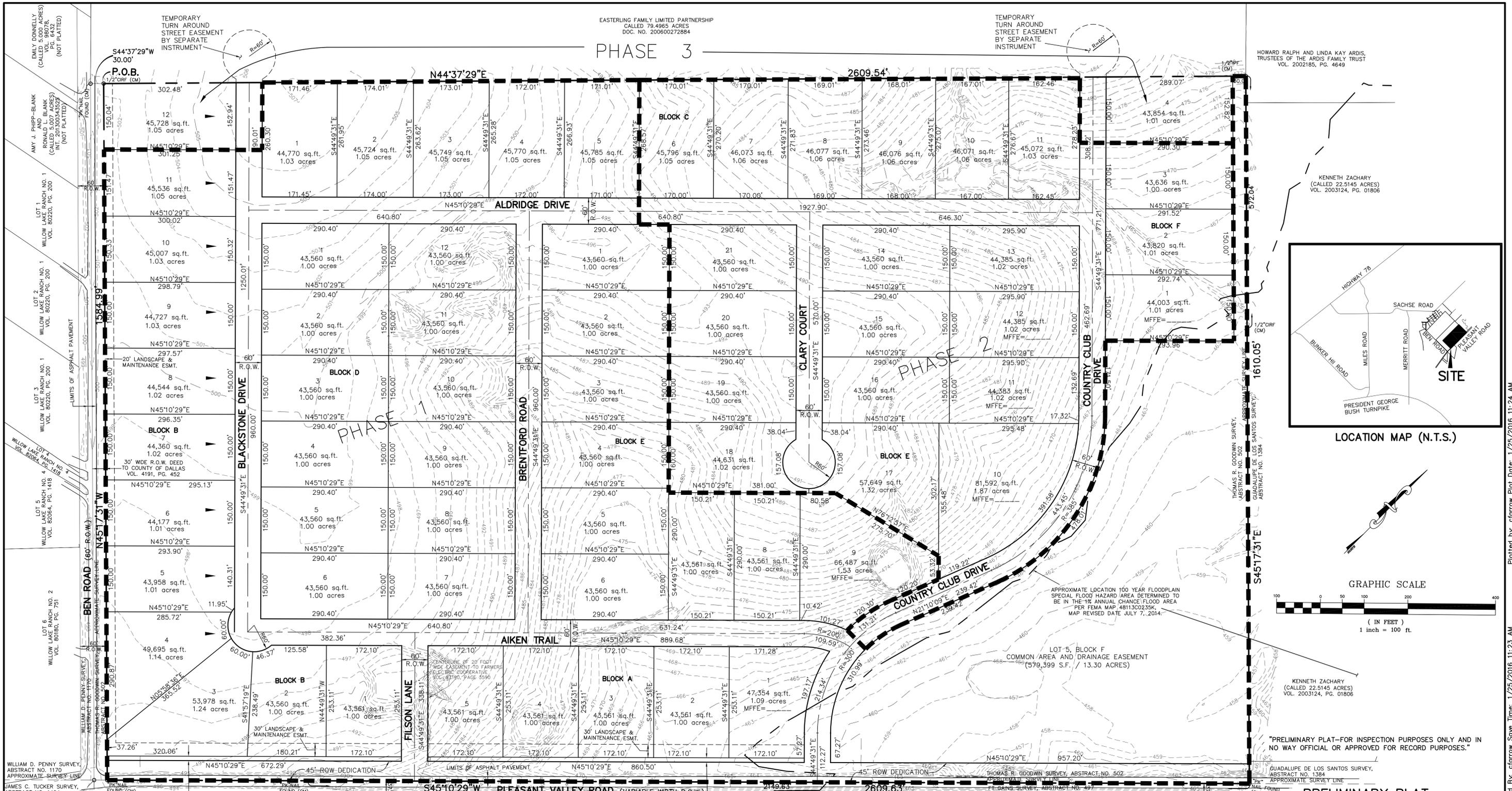
*Plat approval is not discretionary. If a plat meets all applicable standards and regulations, State law requires the City to approve the plat.*

EASTERLING FAMILY LIMITED PARTNERSHIP  
CALLED 79.4965 ACRES  
DOC. NO. 200600272884

# PHASE 3

TEMPORARY TURN AROUND STREET EASEMENT BY SEPARATE INSTRUMENT

HOWARD RALPH AND LINDA KAY ARDIS, TRUSTEES OF THE ARDIS FAMILY TRUST  
VOL. 2002185, PG. 4649



APPROXIMATE LOCATION 100 YEAR FLOODPLAIN SPECIAL FLOOD HAZARD AREA DETERMINED TO BE IN THE 1% ANNUAL CHANCE FLOOD AREA PER FEMA MAP 481130235K, MAP REVISED DATE JULY 7, 2014.

KENNETH ZACHARY (CALLED 22.5145 ACRES)  
VOL. 2003124, PG. 01806

"PRELIMINARY PLAT-FOR INSPECTION PURPOSES ONLY AND IN NO WAY OFFICIAL OR APPROVED FOR RECORD PURPOSES."

## PRELIMINARY PLAT KENSINGTON PARK PHASES 1-3

BEING 95.702 ACRES OR 4,168,775 SQUARE FOOT TRACT OF LAND OUT OF THE THOMAS R. GOODWIN SURVEY, ABST. NO. 502 CITY OF SACHSE, DALLAS COUNTY, TEXAS

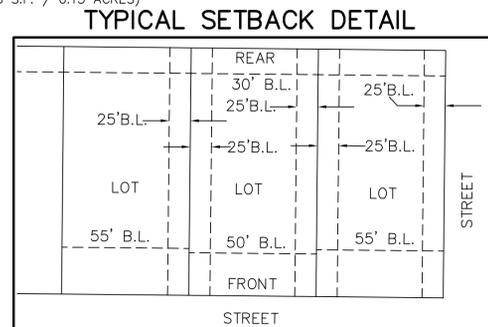
DEVELOPED TO PD-30 STANDARDS  
65 RESIDENTIAL LOTS  
3 H.O.A. LOTS

**SACHSE 95, LLC** OWNER/DEVELOPER  
c/o Team Phillips, Inc. (972) 385-0909  
1914 Skillman Street, Suite 110-310  
Dallas, Texas 75206  
Contact: Nancy Phillips, P.E.  
**JB PARTNERS, INC.** SURVEYOR/ENGINEER  
16301 Quorum Drive, Suite 200 B (972) 248-7676  
Addison, Texas 75001  
Contact: Clayton Farrow  
TBPE NO. F-438 TBPLS NO. 10076000

- NOTES:
- SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
  - AS SHOWN THIS PROPERTY IS LOCATED WITHIN THE 100 YEAR FLOODPLAIN (SPECIAL FLOOD HAZARD AREA DETERMINED TO BE IN THE 1% ANNUAL CHANCE FLOOD AREA) ACCORDING TO FEMA FLOOD INSURANCE RATE MAP 481130235K, MAP REVISED DATE JULY 7, 2014.
  - LOT 6, BLOCK A; LOT 13, BLOCK B; AND LOT 5, BLOCK F ARE HEREBY DESIGNATED AS A COMMON AREA AND LANDSCAPE AND MAINTENANCE EASEMENT AND SHALL BE DEDICATED TO AND MAINTAINED BY THE HOA.
  - OWNER WILL DEDICATE A PUBLIC SANITARY SEWER EASEMENT IN LOT 5, BLOCK F FOR CIP SANITARY SEWER IMPROVEMENTS ALONG MUDDY CREEK. SIZE & EXACT LOCATION TO BE DETERMINED.

LEGEND

IRF	IRON ROD FOUND
IRS	IRON ROD SET WITH YELLOW CAP STAMPED "JBI"
CON	CONCRETE MONUMENT FOUND
SSE	SANITARY SEWER EASEMENT
WE	WATER EASEMENT
DE	DRAINAGE EASEMENT
HOA	HOME OWNERS ASSOCIATION
ROW	RIGHT-OF-WAY
PP	POWER POLE
BL	BUILDING LINE
MFFE	MINIMUM FINISHED FLOOR ELEVATION
▲	DIRECTION HOUSE IS FACING



REVISED: JANUARY 22, 2016  
SUBMITTED: DECEMBER 14, 2015

Plotted by: carrow Plot Date: 1/25/2016 11:24 AM  
Drawing: H:\Projects\HDC011.dwg XHDC011-PPT.dwg Saved By: carrow Save Time: 1/25/2016 11:23 AM

OWNER'S DEDICATION §

STATE OF TEXAS §

COUNTY OF DALLAS §

WHEREAS, Sachse 95, LLC is the owner of a parcel of land located in the City of Sachse, Dallas County, Texas, a part of the Thomas R. Goodwin Survey, Abstract No. 502, and being all of that called 51.222 acre tract of land described in deed to Sachse 95, LLC as recorded in Document Number 201500272643, Official Public Records of Dallas County, Texas, and also being all of that 44.480 acre tract of land described in deed to Sachse 95, LLC as recorded in Document Number 201500272574, Official Public Records of Dallas County, Texas, and being further described as follows:

BEGINNING at a one-half inch iron rod with yellow cap stamped "JBI" found at the west corner of said 44.480 acre tract of land, said point being the north corner of a 30 foot wide right-of-way dedication for Ben Road described in deed to County of Dallas, as recorded in Volume 4191, Page 452, Official Public Records of Dallas County, Texas, said point being in the southeast line of that called 79.4965 acre tract of land described in deed to the Easterling Family Limited Partnership, as recorded in Document Number 200600272884, Official Public Records of Dallas County, Texas, from which beginning point bears South 44 degrees 37 minutes 29 seconds West, 30.00 feet to a "pk" nail found in the approximate centerline of Ben Road, said point being the south corner of said 79.4965 acre tract;

THENCE North 44 degrees 37 minutes 29 seconds East, 2609.54 feet to a one-half inch iron pipe found at the north corner of said 44.480 acre tract, said point being the east corner of said 79.4965 acre tract, said point also being in the southwest line of that tract of land described in deed to Howard Ralph and Linda Kay Ardis, Trustees of the Ardis Family Trust, as recorded in Volume 2002185, Page 4649, Official Public Records of Dallas County, Texas;

THENCE South 45 degrees 17 minutes 31 seconds East, at 572.04 feet passing a one-half inch iron rod with yellow cap stamped "JBI" found at the east corner of said 44.480 acre tract in all a total distance of 1610.05 feet to a "pk" nail found at the east corner of said 51.222 acre tract, said point also being in the approximate centerline of Pleasant Valley Road;

THENCE South 45 degrees 10 minutes 29 seconds West, at 2149.63 feet passing a "pk" nail found in the approximate centerline of Pleasant Valley Road, said point in the east line of said 44.480 acre tract, said point also being the south corner of said 51.222 acre tract in all a total distance of 2609.63 feet to a "pk" nail found at the south corner of said 44.480 acre tract, said point also being the east corner of said 30 foot wide right-of-way dedication for Ben Road to County of Dallas;

THENCE North 45 degrees 17 minutes 31 seconds West, 1584.99 feet along the northeast right-of-way line of Ben Road dedicated by said 30 foot wide right-of-way dedication to County of Dallas and along the southwest line of said 44.480 acre tract to the POINT OF BEGINNING and containing 4,168,775 square feet or 95.702 acres of land.

The basis of bearing is derived from GPS observations using the City of Sachse geodetic monuments. (Coordinate System: North Central Zone 4202 State Plane Coordinates, NAD83).

OWNER'S CERTIFICATE §

STATE OF TEXAS §

COUNTY OF DALLAS §

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That Sachse 95, LLC, acting by and through its duly authorized agent, does hereby adopt this plat designating the hereinabove described property as KENSINGTON PARK PHASES 1-3, an addition to the City of Sachse, Dallas County, Texas, and does hereby dedicate to the public use forever the streets and alleys shown thereon and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easement strips and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone. Easements must be maintained by property owner. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Sachse, Texas.

WITNESS my hand at Dallas, Texas, this the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

SACHSE 95, LLC, a Texas Limited Partnership

By: RNH Development Company, its general partner

By: Ronald N. Haynes, Jr. President

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Ron Haynes, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Notary Public, State of Texas

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, MARK W. HARP, do hereby certify that I prepared this plat from an actual survey of the land and that the corner monuments shown hereon were properly placed under my personal supervision in accordance with the Subdivision Rules and Regulations of the City of Sachse, Dallas County, Texas.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

Mark W. Harp, R.P.L.S. No. 6425

STATE OF TEXAS §

COUNTY OF DALLAS §

Before me, the undersigned authority, a notary public in and for the State of Texas, on this date personally appeared Mark W. Harp, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_ day of \_\_\_\_\_, 2016.

Notary public for the state of Texas

PRELIMINARY PLAT

Approved for preparation of final plat for the subdivision shown on this plat.

APPROVED BY: Planning and Zoning Commission City of Sachse

Chairman, Planning and Zoning Commission Date

ATTEST:

Signature Date

Name & Title

APPROVED BY: City Council City of Sachse

Mayor Date

ATTEST:

City Secretary Date

"PRELIMINARY PLAT-FOR INSPECTION PURPOSES ONLY AND IN NO WAY OFFICIAL OR APPROVED FOR RECORD PURPOSES."

PRELIMINARY PLAT KENSINGTON PARK PHASES 1-3

BEING 95.702 ACRES OR 4,168,775 SQUARE FOOT TRACT OF LAND OUT OF THE THOMAS R. GOODWIN SURVEY, ABST. NO. 502 CITY OF SACHSE, DALLAS COUNTY, TEXAS

DEVELOPED TO PD-30 STANDARDS 65 RESIDENTIAL LOTS 3 H.O.A. LOTS

SACHSE 95, LLC OWNER/DEVELOPER c/o Team Phillips, Inc. (972) 385-0909 1914 Skillman Street, Suite 110-310 Dallas, Texas 75206

Contact: Nancy Phillips, P.E. JBI PARTNERS, INC. SURVEYOR/ENGINEER

16301 Quorum Drive, Suite 200 B (972) 248-7676 Addison, Texas 75001

Contact: Clayton Farrow TBPE NO. F-438 TBPLS NO. 10076000



# City of Sachse, Texas

## Legislation Details (With Text)

<b>File #:</b>	16-3241	<b>Version:</b>	1	<b>Name:</b>	Discuss Sidewalk Replacement Program
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	2/12/2016	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	3/7/2016	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Discuss sidewalk maintenance policies.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Discuss Sidewalk Policy</a>				

Date	Ver.	Action By	Action	Result
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### Title

Discuss sidewalk maintenance policies.

### Background

This agenda item is to discuss potential policy options related to the repair and replacement of sidewalks within the public right-of-way.

Currently, it is the policy of the City of Sachse to remove and replace, or lift and repair the subgrade, of all sidewalks in the public right-of-way that are in need of repair or replacement. This work is funded and completed 100% by the City of Sachse.

Historically, sidewalk repair and replacement has been completed by Public Works street maintenance crews. Projects have been completed based upon the condition of the sidewalk and available resources. When staff receives a request, a staff member goes to the site, assesses the sidewalk condition, and determines the scope of replacement or repair need. The sidewalks found to be in the worst condition are repaired/replaced first. This results in some sidewalk requests not being repaired or replaced for multiple years.

In January, Public Works staff began organizing the requests and assessments in order to better track our sidewalk maintenance and eliminate duplicate requests. Staff has compiled a list of all active requests for sidewalk repair and replacement. As of March 1st, the list includes 95 active requests, ranging from cosmetic concerns to significant trip hazards. Over the past 5 months, the Street Department has removed and replaced 1,516 linear feet of sidewalk in the City. Fifteen projects completed were in locations with trip hazards in excess of 3-inches.

As the City continues to age, it becomes increasingly important to develop a clear policy in regards to the thresholds for sidewalk repair/replacement and the methods of both the work

and funding of the work.

Staff has completed additional research and prepared a presentation including recommended policy items. Staff is requesting feedback on the following policy components:

- Definitions
- Minimum conditions for replacement/rehabilitation
- Construction Methods
- Project Funding

#### Policy Considerations

The current policy of the City of Sachse is to remove and replace, or lift and repair the subgrade of all public sidewalks in the City that are in need of repair or replacement. The current policy is not formally written in an ordinance, and is thus unclear regarding the specific conditions of sidewalks that require repair/replacement, and how such repair/replacement is conducted.

#### Budgetary Considerations

None at this time. Any future policy changes may have budgetary impacts.

#### Staff Recommendations

Discuss and provide feedback to staff.



## Discuss Sidewalk Policy

City Council Meeting

March 7, 2016

### Overview

- Sidewalk Repair/Replacement Methods
- Current Sidewalk Policy
- Status of Sachse Sidewalks
- Sidewalk Request Data & Fiscal Year Sidewalk Replacement
- Sidewalk Replacement Challenges
- Sidewalk Construction Cost Information
- Sidewalk Policy Recommendations
- Next Steps

## Sidewalk Repair/Replacement Methods

- Standard Replacement



- Sidewalk Sucker



## Sidewalk Condition Types

**Trip Hazard**



**Structural Failure**



**Cosmetic**



## Current Sidewalk Policy

- It is currently the policy of the City of Sachse to maintain all sidewalks in the public right-of-way.
- Sidewalk repairs/replacement have been historically handled by the Public Works Street Department.
- The cost of this work has been paid for through the annual Public Works Budget. (Street Maintenance)
- For the 2015-2016, a separate budget line item for sidewalk and alley replacement was included (\$40,000.00). This line item is not a recurring fund.

## Status of Sachse Sidewalks

- As of March 1, 2016, there were 95 active requests for sidewalk repair/replacement, including a wide range of sidewalk conditions.
- Staff typically receives 6-8 requests per month. (some are repeat/duplicate)
- Staff visits the site of each request to assess the condition, and enter the request into our list.
- Repairs are made based upon priority, as determined by staff.
- Priority is determined by:
  - Condition of sidewalk panel (structural integrity)
  - Potential trip hazard (depth of separation)
- Repairing/Replacing sidewalk based upon the condition/hazard results in some requests being monitored for years until replacement is necessary.

## Sidewalk Request Data

### Request Age

- 1 is from 2009
- 3 are from 2010
- 5 are from 2011
- 6 are from 2012
- 12 are from 2013
- 10 are from 2014
- 58 are from 2015

### Request Conditions

- 15 Sidewalks with a drop of 3+ inches
- 40 Sidewalks with a drop of 2-1/2 to 3 inches
- 26 Sidewalks with a drop of 1-1/2 to 2-1/2 inches
- 12 Sidewalks with a drop of less than 1-1/2 inches
- 2 sidewalks with cosmetic damage

**This fiscal year, staff has replaced 15 sidewalks that had a drop of 3+ inches**

While the scope of a sidewalk repair/replacement varies widely, it typically takes 1 street crew 3-5 working days to complete a replacement project, and less than 1 day to complete a sidewalk leveling with the sidewalk sucker.

## Fiscal Year 2015-2016 Sidewalk Repair/Replacement

Beginning on October 1<sup>st</sup>, staff began formally tracking sidewalk replacement requests and results. From October 1, 2015 to March 1, 2016, staff has **replaced 1516 linear feet of sidewalk**, including projects on the following streets:

- Vista Glen
- Vista Ridge
- Quail Hollow
- Ingram
- Highridge
- Creekstone
- Creekview
- Morningside
- Southridge
- Blossom
- Potomac
- Creekhollow
- Park Hill
- Arizona
- Crestwood Court
- Southgate
- Lee Hutson
- Leigh Ct.
- Ridgeview
- Park Lake
- Valley Forge

*Some streets included multiple locations of sidewalk repair/replacement*

## Sidewalk Replacement Challenges

- **Condition Challenges**
  - It is currently unclear on the pavement condition and depth of separation that constitutes a hazard.
  - Some conditions fluctuate during flood/drought cycles. A 2" hazard during a drought may be a ½" hazard during a flood.
- **Volume challenges**
  - As many as 6-8 new requests are received per month
  - Historically, staff completes 2-4 sidewalk replacements per month, resulting in a growing backlog
- **Cultural Challenges**
  - Some sidewalks are in very poor condition, but the adjacent property owner does not request replacement. Staff may not know a problem exists.
  - Some sidewalk requests are for cosmetic concerns (i.e. small cracks and shifting)

## Sidewalk Policies in Other Cities

- Staff reviewed the policies of 16 area cities to determine what policies are currently in place in our region.
- Staff found a wide range of policies implemented by surrounding cities.
- These policies including key points on the following items:
  - **Eligibility for Replacement**
    - Minimum trip hazard
    - Structural failure
    - Cosmetic damage
  - **Project Selection**
    - Prioritized by City staff
    - Prioritized by the City Council
  - **Funding & Responsibility**
    - 100% City funds
    - 100% property owner funds
    - Shared cost (50/50, 75/25, etc.)
    - Expedited replacement (100% property owner funding)

# Construction Cost Information

## Construction Cost Information

- Sidewalk Sucker (Street Department)
  - Price to level 3 panels (not including labor): \$50.00
  - Price to level 3 panels (including labor): \$185.00
- Street Department (not including labor)
  - Projects completed by the Street Department
  - Average price per square foot: \$2.24
  - Average cost: \$537.60 for 60 linear feet of a 4-foot wide sidewalk
- Street Department (including labor)
  - Projects completed by the Street Department
  - Average price per square foot: \$6.61
  - Average cost: \$1587.48 for 60 linear feet of a 4-foot wide sidewalk
- Private Contractor (Through current Interlocal Agreements)
  - Projects completed by a contractor selected by the City of Sachse
  - Average price per square foot: \$6.00
  - Average cost: \$1,440.00 for 60 linear feet of a 4-foot wide sidewalk

## Cost Sharing – City, Not Including Labor

(Assuming Street Department Replacement of a 4-foot wide sidewalk, 60-foot long – not including labor)

- 100% City-funded
  - Average cost: \$537.60
- 100% Property owner funded
  - Average cost: \$537.60
- 50/50 Match
  - Average cost: \$268.80 each
- 75/25 Match
  - Average cost: \$403.20 City, \$134.40 Property Owner
- 25/75 Match
  - Average cost: \$134.40 City, \$403.20 Property Owner

## Cost Sharing – City, Including Labor

(Assuming Street Department Replacement of a 4-foot wide sidewalk, 60-foot long – including labor)

- 100% City-funded
  - Average cost: \$1,587.48
- 100% Property owner funded
  - Average cost: \$1,587.48
- 50/50 Match
  - Average cost: \$793.74 each
- 75/25 Match
  - Average cost: \$1,190.61 City, \$396.87 Property Owner
- 25/75 Match
  - Average cost: \$396.87 City, \$1,190.61 Property Owner

## Cost Sharing – Private Contractor

(Assuming Contractor Replacement of a 4-foot wide sidewalk, 60-feet long)

- 100% City-funded
  - Average cost: \$1,440.00
- 100% Property owner funded
  - Average cost: \$1,440.00
- 50/50 Match
  - Average cost: \$720.00 each
- 75/25 Match
  - Average cost: \$1080.00 City, \$360.00 Property Owner
- 25/75 Match
  - Average cost: \$360.00 City, \$1080.00 Property Owner

Note: availability of contractor for small projects (60 linear feet of sidewalk) may be inconsistent. Projects may need to be grouped into a package in order to appeal to private construction companies.

## Staff Recommendations

## Definitions

- Trip Hazard – a trip hazard shall be defined as a vertical separation of two sidewalk panels with an elevation difference of **1.5-inch** or greater between two panels.
- Structural Failure – structural failure of a sidewalk shall be identified as the **cracking or crumbling of concrete through the entire depth of the sidewalk panel** as determined by the Director of Public Works & Engineering.
- Cosmetic Damage – cosmetic damage shall be defined as the **wear, aging, and/or movement of a concrete sidewalk panel which does not result in either structural failure or a trip hazard as defined above.**

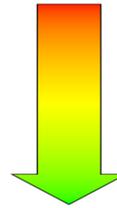
## Eligibility

- Trip Hazard
  - Monitor sidewalks with a vertical difference of less than 1.5"
  - Schedule sidewalk suck for sidewalk panels with a trip hazard of **1.5" to 2.5"**
  - Schedule sidewalk replacement for sidewalk panels with a trip hazard of **more than 2.5"**
- Structural Failure
  - Schedule replacement of sidewalk panels that have **structural failure as determined by the Director of Public Works & Engineering**, or his/her designee.
- Cosmetic Damage
  - **Do not schedule** replacement of sidewalk panels with cosmetic damage.

## Prioritization

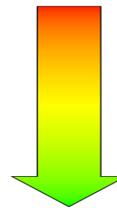
- Replacement - Severity of Damage (worst first)

- Structural Failure
- Significant Trip Hazard (3+ inches)
- Moderate Trip Hazard (2.5-3 inches)



- Rehabilitation - Age of the Request (oldest first)

- Complete sidewalk sucking projects based upon date of the request
- Complete sidewalk sucking projects as they are identified



## Project Selection

- Staff project selection
  - Complete Replacement Projects of Significant Trip Hazards and Structural Failures first, based upon the severity of the damage.
  - Complete Rehabilitation (Sidewalk Sucker) Projects of Minor to Moderate Trip Hazards based upon age of the request.
- Street Department Replacement
  - Projects less than 100-feet in length will be completed by staff as funds allow.
- Private Contractor Replacement
  - Projects greater than 100-feet in length will be completed by a private contractor as funds allow.

## Funding

- Cosmetic Concerns
  - 100% Property Owner
- Minor Sidewalk Separations (less than 1.5 inches)
  - Staff to monitor
  - 100% Property Owner replacement if desired
- Minor Trip Hazards (1.5-2.5 inches)
  - 100% City Rehabilitation (Sidewalk Sucker), or
  - 100% Property Owner if replacement is desired
- Moderate and Significant Trip Hazards (more than 2.5 inches)
  - 100% City Replacement (Street Department or Private Contractor, depending upon length)
- Structural Failure
  - 100% City Replacement (Street Department or Private Contractor, depending upon length)

Note: City will permit and inspect any sidewalks replaced by property owner

## Proposed Sidewalk Schedule

- The recommended policy items will impact the schedule of completing sidewalk replacement projects.
- Below is the anticipated timeline to address the active requests with the recommended policy:
  - 15 Sidewalks with a drop of 3+ inches (Replace in 6-8 months)
  - 32 Sidewalks with a drop of 2-1/2 to 3 inches (Replace over the next 24 months, per available funds)
  - 34 Sidewalks with a drop of 1-1/2 to 2-1/2 inches (Sidewalk Suck Rehabilitation in 3 months)
  - 12 Sidewalks with a drop of < 1-1/2 inches (Staff monitor and/or property owner replacement)
  - 2 sidewalks with cosmetic damage (Staff monitor and/or property owner replacement)

## Next Steps

- Staff is seeking feedback on the recommended sidewalk policy items, including:
  - Minimum requirements for replacement
  - Construction Method
    - Sidewalk Replacement v.s. Sidewalk Sucker Rehabilitation
    - City Street Department v.s. Private Contractor Construction
  - Funding
    - City funding
    - Property owner matching
- Staff would like to return to Council with an ordinance defining the City's sidewalk repair/replacement policy to be considered at a future meeting.



# City of Sachse, Texas

## Legislation Details (With Text)

**File #:** 16-3245      **Version:** 1      **Name:** Executive session- City Secretary review  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 2/22/2016      **In control:** City Council  
**On agenda:** 3/7/2016      **Final action:**  
**Title:** The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.074: Personnel regarding the six month review of the City Secretary.  
Consider any action necessary as a result of Executive Session.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Title

The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.074: Personnel regarding the six month review of the City Secretary.

Consider any action necessary as a result of Executive Session.

Background

None

Policy Considerations

None

Budgetary Considerations

None

Staff Recommendations

Conduct Executive Session as appropriate.