



City of Sachse, Texas

Meeting Agenda

City Council

Monday, June 6, 2016

7:30 PM

Council Chambers

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

The City Council of the City of Sachse will hold a Regular Meeting on Monday, June 6, 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.

[16-3355](#) Approve the minutes of the May 16, 2016 workshop meeting.

Attachments: [05.16.16 Minutes Workshop](#)

[16-3356](#) Approve the minutes of the May 16, 2016 regular meeting.

Attachments: [05.16.16 Minutes](#)

[16-3362](#) Approve the Monthly Revenue and Expenditure Report for the period ending April 30, 2016.

Attachments: [GF 4-30-16](#)

[UF 4-30-16](#)

[DS 4-30-16](#)

[SEDC 4-30-16](#)

[Sales Tax Analysis June 2016](#)

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

[16-3358](#) Administer Oath of Office to re-elected Council Members.

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.

- [16-3357](#) Consider the election of a Mayor Pro Tem.
- [16-3360](#) Presentation regarding the Police Department's new crime prevention program.
Attachments: [Presentation](#)
- [16-3363](#) Consider a Resolution approving the terms and conditions of the agreement for professional services between the City of Sachse, Texas, and Freese & Nichols, Inc.
Attachments: [Presentation](#)
[Resolution, Contract, and Detailed Scope](#)
- [16-3361](#) Consider a Resolution authorizing an agreement with Dallas County for striping of City streets.
Attachments: [Exhibit A](#)
[Exhibit B](#)
[Resolution](#)
[Project Specific Agreement](#)
- [16-3365](#) Discuss and consider funding options for fire apparatus.

5. EXECUTIVE SESSION.

The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.087: Economic Development Deliberations: Discussion of Economic Development prospects for projects.

Consider any action 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: June 3, 2016; 5:00 p.m.

Michelle Lewis Sirianni, City Secretary

If you plan to attend this public meeting and you have a disability that requires special arrangements, 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 #: 16-3355 **Version:** 1 **Name:** May 16, 2016 Council Workshop minutes.
Type: Agenda Item **Status:** Agenda Ready
File created: 5/19/2016 **In control:** City Council
On agenda: 6/6/2016 **Final action:**
Title: Approve the minutes of the May 16, 2016 workshop meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [05.16.16 Minutes Workshop](#)

Date	Ver.	Action By	Action	Result
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Title
Approve the minutes of the May 16, 2016 workshop meeting.

Background
Minutes of the May 16, 2016 workshop meeting.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Approve the minutes of the May 16, 2016 workshop meeting.

CITY COUNCIL OF THE CITY OF SACHSE

WORKSHOP MEETING MINUTES

MAY 16, 2016

The City Council of the City of Sachse held a workshop meeting on Monday, May 16, 2016 at 6:30 p.m. at Sachse City Hall, 3815-B 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. City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; City Attorney, Joe Gorfida; Parks and Recreation Director, Lance Whitworth; Director of Public Works and Engineering, Greg Peters; EDC Director, Leslyn Blake; Human Resources Manager, Stacy Buckley; Finance Director, Teresa Savage; Police Chief, Bryan Sylvester; and Fire Chief, Marty Wade.

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

EXECUTIVE SESSION: The City Council shall convene to Executive Session pursuant to the provisions of Texas Government Code Section §551.071: to consult with the City Attorney regarding the following pending litigation: Dan Wood vs. City of Sachse, Cause No. DC 12-00218.

At 6:33 p.m. Council recessed into Executive Session.

At 6:47 p.m. Council reconvened back into Workshop.

SH 78 BEAUTIFICATION STUDY: Presentation and discussion of EDC's SH 78 Beautification study.

Randy Watson with Halff and Associates presented final design concepts for the SH 78 corridor. Mr. Watson displayed ideal design conditions, typical design limitations, and phase options which included cost options. The four phase options outlined were: phase one, gateway monuments, decorative paving, and minor landscaping; phase two, pedestrian connections; phase three, planting and irrigation; and, phase four, lighting, which is being coordinated separately.

The Council discussed mobile traffic, road paving surfaces, intersection improvement phases including possible trail connectors and landscaping options.

No action was taken.

ADJOURNMENT: At 7:35 p.m. Mayor Felix adjourned the meeting.

MIKE J FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary



City of Sachse, Texas

Legislation Details (With Text)

File #:	16-3356	Version:	1	Name:	May 16, 2016 Council minutes.
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	5/19/2016	In control:		In control:	City Council
On agenda:	6/6/2016	Final action:		Final action:	
Title:	Approve the minutes of the May 16, 2016 regular meeting.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05.16.16 Minutes				

Date	Ver.	Action By	Action	Result
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Title
Approve the minutes of the May 16, 2016 regular meeting.

Background
Minutes of the May 16, 2016 regular meeting.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Approve the minutes of the May 16, 2016 regular meeting.

CITY COUNCIL OF THE CITY OF SACHSE

MEETING MINUTES

MAY 16, 2016

The City Council of the City of Sachse held a regular meeting on Monday, May 16, 2016 at 7:30 p.m. at Sachse City Hall, 3815-B 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. City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; Public Works Director and City Engineer, Greg Peters; Community Development Director, Dustin McAfee; Parks and Recreation Director, Lance Whitworth; Human Resources Manager, Stacy Buckley; Finance Director, Teresa Savage; Fire Chief, Marty Wade and Police Chief, Bryan Sylvester.

Mayor Felix opened the meeting at 7:45 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 King.

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. **16-3340** Approve the minutes of the May 2, 2016 workshop meeting. **16-3341** Approve the minutes of the May 2, 2016 regular meeting. **16-3334** Consider acceptance of the Quarterly Budget and Investment Reports for the quarter ending March 31, 2016. **16-3337** Consider an ordinance approving a negotiated settlement between ACSC and Atmos Energy Corp, Mid-Tex Division regarding the company's 2016 rate review mechanism filings; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the settlement tariffs to be just and reasonable and in the public interest; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this ordinance to the company and the ACSC's legal counsel.

Councilman Watkins requested and moved to pull item 16-3337. Councilman Adams seconded that motion and the motion was unanimously approved.

Councilman Bickerstaff made a motion to approve items 16-3340, 16-341, and 16-3334. Councilman King seconded that motion and the motion was unanimously approved.

Councilman Watkins stated that due to a conflict of interest, he is unable to vote on item 16-3337 and has filed such with the City Secretary.

Councilman King made a motion to approve item 16-3337. Councilman Bickerstaff seconded that motion. The motion passes with a 6-0 vote. Councilman Watkins abstained from the vote.

MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS,

Councilman King recognized a Boy Scout in the audience that was working on a merit badge as well as Girl Scout Troop 6511 for their donations to the animal shelter. Councilman King also stated that they are several litters of kittens in the shelter along with other animals that would love to be adopted.

Councilman Ross announced on Saturday, May 21, the Library will be hosting AuthorCon that will have over two dozen authors along with a chance to purchase their book(s) and receive autographs, and on Saturday, June 4, the Library will kick off the Summer Reading Program behind City Hall.

Mayor Pro Tem Franks stated that there were over 85 people for the movie in the park. He thanked the Parks and Recreation Department and for all those who attended. Mayor Pro Tem Franks announced that on Saturday, June 4 the Baseball Association will be showing the movie *Sandlot* that is open to all. The movie will begin around 8:30 p.m. Also, at the most recent Park and Recreation Board meeting, youth advisors that have served on the board were recognized for their service and there is an open seat for any high school students who may be interested. Lastly, on Monday, May 30 at City Hall there will be a Memorial Day ceremony at 11:30 to noon and will be held rain or shine.

Councilman Adams thanked the Sachse Lions Club for their fundraiser held over the weekend along with the residents who all came out in support. The club will also be out at the Red, White, and Blue Blast this year.

Mayor Felix thanked the Chamber of Commerce and all those who attended the Men Who Cook event.

16-3338 Proclamation recognizing the week of May 15-21, 2016 as National Public Works Week in the City of Sachse.

Mayor Felix presented a Proclamation to the Public Works Department in recognition of Public Works week and all their hard work and services they do for the City.

16-3344 Presentation of scholarship award to Wylie East High School Senior, Jeanine Saygi.

Mayor Felix presented a scholarship award to Jeanine Saygi, a senior at Wylie East High School. Ms. Saygi was selected by Council and awarded a \$1,000 scholarship to further her education.

CITIZENS INPUT:

No comments were made.

REGULAR AGENDA ITEMS:

16-3354 Consider an ordinance of the City of Sachse, Texas, amending the code of ordinances by amending Chapter 9 “traffic regulations” by amending Section 9-4 titled “speed limits” to amend the maximum prima facie speed limit for a portion of Hudson Drive within the corporate limits of the City of Sachse.

Mr. Peters introduced this item stating that Hudson Drive currently has a speed limit of 20 miles per hour from Miles Road to the eastern edge of the Garland ISD school properties. This section of road is also a school zone. During school pickup and drop-off, the school zone in this area has the same speed limit of 20 miles per hour. The speed limit is 30 miles per hour from the eastern edge of the Garland ISD properties to Merritt Road. Staff is recommending that the speed limit on Hudson Drive from Miles Road to the eastern edge of the Garland ISD school properties be increased to 30 miles per hour to create a consistent speed limit for Hudson Drive from Miles Road to Merritt Road with the existing school zone of 20 mph to remain in place.

Councilman King made a motion to approve an ordinance amending Chapter 9 “traffic regulations” by amending Section 9-4 titled “speed limits” to amend the maximum prima facie speed limit for a portion of Hudson Drive within the corporate limits of the City of Sachse. Councilman Bickerstaff seconded that motion and the motion was unanimously approved.

16-3339 Discuss using electronic distribution for the City Newsletter.

Mrs. Nash introduced this item providing a background of the current city newsletter. The newsletter is currently mailed every other month and has limited content due to time lag between preparation and mailing, and as new residents sign up for utilities, more are opting out of paper copies; therefore, not receiving the city newsletter. Mrs. Nash stated citizen communications are becoming more digital. Citizens want more timely and accurate information and reminders regarding events, weather, services, etc. Mrs. Nash explained that the City is currently contracted monthly with Municipal Voice to prepare news releases, conduct media relations via news releases and other necessary communications, development of the monthly employee newsletter, and attend city events for photos and story/news release development. Also included in their service package is development of an online weekly e-mail message from the city to resident subscribers. The e-mail would have hyperlinks within them to allow for drill down on detail as well as information that would be tied to the city’s website. Staff is requesting feedback on the current paper newsletter and direction on using the weekly e-mail message as a replacement for the paper newsletter.

Mayor Felix commented that he would like to still see a newsletter done twice a year listing all the events.

Councilman Bickerstaff stated that he thinks it’s a great idea and is in favor the electronic. Councilman Watkins agreed. Councilman Ross was also in favor and asked how the city would switch over. Mrs. Nash replied that is would be a deliberate campaign as well as done at new utility sign ups. Councilman Ross suggested the following topics for the weekly e-mail: city events, weekly animal shelter stats, library events, council agendas, board and commission meetings, seasonal items, construction updates, roadway updates, comprehensive plan updates, water tips,

etc. Mayor Pro Tem Franks asked if there would still be an avenue to have paper and suggested either an insert in the Parks and Recreation brochure or adding city event information within the brochure. Councilman King supports the idea, but understands that there also may be some need for some to be printed. Councilman King added that he'd like to see a pet of the week into the weekly e-mail to help adoptions at the shelter.

The Council was in consensus to move forward with the weekly electronic e-mail, with continuing to have two printed newsletters each year that would showcase the upcoming events.

ADJOURNMENT:

Mayor Felix adjourned the meeting at 8:26 p.m.

MIKE J FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary



City of Sachse, Texas

Legislation Details (With Text)

File #:	16-3362	Version:	1	Name:	June 2016 Monthly Budget Report
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	6/1/2016	In control:		In control:	City Council
On agenda:	6/6/2016	Final action:		Final action:	
Title:	Approve the Monthly Revenue and Expenditure Report for the period ending April 30, 2016.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	GF 4-30-16 UF 4-30-16 DS 4-30-16 SEDC 4-30-16 Sales Tax Analysis June 2016				

Date	Ver.	Action By	Action	Result
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Title

Monthly Revenue and Expenditure Report for the period ending April 30, 2016.

Background

The Finance Department will prepare a report each month to update the City Council regarding the revenues and expenditures for the City. The report includes unaudited summaries for the General Fund, Utility Fund, Debt Service Fund, and Sachse Economic Development Corporation. The attached reports are for the month ending April 30, 2016.

Policy Considerations

City Charter requires that the City Manager submit a report summarizing revenues and expenditures on a monthly basis.

Budgetary Considerations

There are no significant variances requiring a budget amendment at this time.

Staff Recommendations

Approve the Monthly Revenue and Expenditure Report for the period ending April 30, 2016.

City of Sachse
 Monthly Revenue and Expenditure Report
 April 30, 2016
 (Unaudited)

GENERAL FUND

58% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Property Tax	\$ 9,106,824	\$ (146,713)	\$ 9,000,596	98.83%	A
Sales Tax	1,244,094	98,654	793,196	63.76%	
Franchise Fees	1,590,122	146,325	1,122,062	70.56%	
Licenses and Permits	535,500	77,704	464,326	86.71%	
Service Fees	681,500	116,833	550,252	80.74%	
Fines	275,000	15,796	155,639	56.60%	
Interest Income	12,000	(1,679)	4,390	36.58%	B
Miscellaneous Income	372,360	3,564	116,946	31.41%	
Intergovernmental Revenue	986,945	82,245	575,718	58.33%	
Total Revenue	\$ 14,804,345	\$ 392,729	\$ 12,783,126	86.35%	
Expenditure Summary					
City Manager	\$ 374,652	\$ 29,221	\$ 219,247	58.52%	
City Secretary	157,148	7,637	70,162	44.65%	
Human Resources	294,803	19,448	156,329	53.03%	
Finance	608,428	35,109	346,901	57.02%	
Municipal Court	212,197	14,679	106,326	50.11%	
Parks & Recreation	1,004,375	53,436	526,159	52.39%	
Senior Programs	122,821	9,780	68,933	56.13%	
Library Services	371,686	27,909	210,234	56.56%	
Community Development	810,899	48,712	447,952	55.24%	
Streets & Drainage	1,259,147	110,504	700,896	55.66%	
Facility Maintenance	463,404	49,548	264,015	56.97%	
Police	4,566,001	290,471	2,514,508	55.07%	
Animal Control	225,172	13,899	132,416	58.81%	
Fire/EMS	3,295,682	394,649	1,977,148	59.99%	
Combined Services	577,463	18,434	475,100	82.27%	C
City Engineer	299,968	16,243	146,939	48.98%	
Total Expenditures	\$ 14,643,846	\$ 1,139,679	\$ 8,363,268	57.11%	
Total Revenue Over/Under Expenses	\$ 160,499	\$ (746,950)	\$ 4,419,858		

lk

Explanation of Major Variances:

- A** Transfer of Property Tax Revenue to TIF posted in April
- B** Investment expense was posted in April
- C** Full-year property and liability expense posted in November

City of Sachse
Monthly Revenue and Expenditure Report
 April 30, 2016
 (Unaudited)

UTILITY FUND

58% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 58%
Revenue Summary					
Water Revenue	\$ 4,839,836	\$ 425,737	\$ 2,999,689	61.98%	
Sewer Revenue	4,132,115	342,349	2,345,045	56.75%	
Fees	156,300	15,405	103,126	65.98%	
Interest Income	2,500	(465)	794	31.77%	A
Transfer In-Debt Service	138,194	138,146	138,146	99.97%	
Miscellaneous Income	-	-	50		
Total Revenue(Budgeted)	\$ 9,268,945	\$ 921,173	\$ 5,586,850	60.27%	
Transfer In-EDC			1,271,301	N/A	B
Transfer In-TIF			1,074,272	N/A	B
Total Revenue	\$ 9,268,945	\$ 921,173	\$ 7,932,423	N/A	
Expenditure Summary					
Utility Administration	\$ 285,823	\$ 24,574	\$ 176,770	61.85%	
Water Operations	5,034,698	641,425	2,884,410	57.29%	
Sewer Operations	3,427,132	252,234	1,985,196	57.93%	
Meter Reading	227,045	12,646	155,509	68.49%	
Total Expenditures	\$ 8,974,698	\$ 930,879	\$ 5,201,886	57.96%	
Total Revenue Over/Under Expenses	\$ 294,247	\$ (9,706)	\$ 2,730,537		

Explanation of Major Variances:

- A Investment expense was posted in April
- B Project-specific transfers for Third Sewer Connection Project

Monthly Revenue and Expenditure Report
 April 30, 2016
 (Unaudited)

Debt Service Fund

58% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Property Tax	\$ 3,001,087	\$ 13,349	\$ 2,970,362	98.98%	
Interest Income	1,500	6	100	6.69%	
Total Revenue	\$ 3,002,587	\$ 13,355	\$ 2,970,463	98.93%	
Expenditure Summary					
Fees	\$ 1,000	\$ 400	\$ 1,206	120.63%	
Principal	1,325,000		1,325,000	100.00%	A
Interest	1,553,433		787,441	50.69%	A
Transfer Out-Utility Fund	138,146	138,146	138,146	100.00%	
Total Expenditures	\$ 3,017,579	\$ 138,546	\$ 2,251,794	74.62%	
Total Revenue Over/Under Expenses	\$ (14,992)	\$ (125,191)	\$ 718,669		

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

City of Sachse
 Monthly Revenue and Expenditure Report
 April 30, 2016
 (Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

58% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 58%
Revenue Summary					
Sales Tax	\$ 609,759	\$ 47,279	\$ 386,929	63.46%	
Other Income	\$ -		\$ 10,000	N/A	
Interest Income	8,000	(517)	2,357	29.46%	A
Total Revenue	\$ 617,759	\$ 46,762	\$ 399,286	64.63%	
Expenditure Summary					
Expenditures	599,811	16,740	173,427	28.91%	
Total Budgeted Expenditures	\$ 599,811	\$ 16,740	\$ 173,427	28.91%	
Economic Development Grants	\$ -		\$ 1,271,301	N/A	B
Total Expenditures	\$ 599,811	\$ 16,740	\$ 1,444,727		
Total Revenue Over/Under Expenses	\$ 17,948	\$ 30,022	\$ 225,859		

Explanation of Major Variances:

- A Investment expense was posted in April
- B Grant to City of Sachse for Third Sewer Connection

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

FY 2015	Total Sales Tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget	FY 2016	Total Sales Tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget
October	149,053	85,169	85,169	7.30%	October	156,703	89,540	89,540	7.34%
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	168,935	96,530	679,299	55.70%
April	135,136	77,217	703,527	60.31%	April	165,486	94,559	773,858	63.46%
May	226,142	129,217	832,745	71.39%	May	269,268	153,860	927,718	76.07%
June	166,541	95,162	927,907	79.55%	June				
July	155,796	89,022	1,016,929	87.18%	July				
August	228,922	130,806	1,147,735	98.40%	August				
September	165,152	94,368	1,242,103	106.49%	September				
TOTAL	2,173,787	1,242,103			TOTAL	1,623,587	927,718		
BUDGET		1,166,444			BUDGET		1,219,518		



City of Sachse, Texas

Legislation Details (With Text)

File #: 16-3358 **Version:** 1 **Name:** Administer Oath of Office to Council Members-elect.
Type: Agenda Item **Status:** Agenda Ready
File created: 5/19/2016 **In control:** City Council
On agenda: 6/6/2016 **Final action:**
Title: Administer Oath of Office to re-elected Council Members.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Administer Oath of Office to re-elected Council Members.

Background

As a result of the May 7, 2016 Election, Mayor Mike Felix, Councilmen Cullen King and Jeff Bickerstaff were unopposed and declared elected. Each will take the Oath of Office to enable him to assume the duties of his office as required by the City Charter and State Law.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Oath of Office administered by Dallas County Commissioner Mike Cantrell.



City of Sachse, Texas

Legislation Details (With Text)

File #: 16-3357 **Version:** 1 **Name:** Consider the election of a Mayor Pro Tem.
Type: Agenda Item **Status:** Agenda Ready
File created: 5/19/2016 **In control:** City Council
On agenda: 6/6/2016 **Final action:**
Title: Consider the election of a Mayor Pro Tem.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Consider the election of a Mayor Pro Tem.

Background

Sachse Home Rule Charter Section 3.05 reads:

Sec. 3.05 - MAYOR AND MAYOR PRO TEM (1) The mayor shall be the official head of the city government. He shall be the chairman and shall preside at all meetings of the city council. The mayor shall have the same voting rights and responsibilities as the other members of the city council, but shall have no power to veto. He shall, when authorized by the city council, sign all official documents, such as ordinances, resolutions, conveyances, grant agreements, official plats, contracts and bonds. He shall perform such other duties consistent with this Charter as may be imposed upon him by the city council. **(2) The mayor pro tem shall be a city council member elected by the city council at the first regular meeting after each regular election of the city council members and/or mayor. The mayor pro tem shall temporarily act as mayor during the disability or absence of the mayor, and in this capacity shall have the rights conferred upon the mayor.**

Previous Mayor Pro Tems have been as follows:

Brett Franks 2015/2016
Jeff Bickerstaff 2014/2015
Bill Adams 2013/2014
Charles Smith 2012/2013
Cullen King 2010/2012
Bill Adams 2009/2010

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Appoint a Mayor Pro Tem.



City of Sachse, Texas

Legislation Details (With Text)

File #: 16-3360 **Version:** 1 **Name:** PD- Door Defender Program
Type: Agenda Item **Status:** Agenda Ready
File created: 5/24/2016 **In control:** City Council
On agenda: 6/6/2016 **Final action:**
Title: Presentation regarding the Police Department's new crime prevention program.
Sponsors:
Indexes:
Code sections:
Attachments: [Presentation](#)

Date	Ver.	Action By	Action	Result
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Title
Sachse Police Door Defender Program.

Background
Chief Sylvester will present a new crime prevention program conceived to aid in the prevention of burglaries at Sachse businesses.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Discussion only.

Sachse Police Department Door Defender Program



Program Concept

- Offered to Sachse businesses as a preventative measure against burglary.
- Consists of a steel shield affixed to an exterior business door.
- Prevents/Resists prying as means of entry.



Program Implementation

- Upon request, Officer will respond and install. (15-20 min.)
- Designed as a security enhancement. Not in place of other measures.
- Will not be utilized on glass doors.
- Nominal cost absorbed within budget as needed.
- No cost to business.



Advertising

- Introduction to Council
- Facebook
- Nixle Messaging
- Flyers at Businesses
- Webpage









City of Sachse, Texas

Legislation Details (With Text)

File #:	16-3363	Version:	1	Name:	Award Stormwater Utility Rate Study.
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	6/2/2016	In control:		In control:	City Council
On agenda:	6/6/2016	Final action:		Final action:	
Title:	Consider a Resolution approving the terms and conditions of the agreement for professional services between the City of Sachse, Texas, and Freese & Nichols, Inc.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Presentation Resolution, Contract, and Detailed Scope				

Date	Ver.	Action By	Action	Result
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Title

Stormwater Utility Rate Study Professional Service Agreement

Background

This agenda item is to authorize the City Manager to execute an agreement with Freese & Nichols, Incorporated to conduct a Stormwater Utility Rate Study for the City of Sachse, Texas.

The City of Sachse has a diverse drainage system, including natural creeks and waterways, drainage channels, and underground storm systems. The City of Sachse maintains public drainage systems within the public right-of-way, and oversees the design and construction of drainage improvements associated with private development.

The City Council approved funding for a Stormwater Utility Rate Study in the 2015-2016 Fiscal Year Budget.

Current Policies

Maintenance

City Ordinance 1733 defines the responsibility of property owners regarding the maintenance of drainage easements and drainage facilities on private property. Currently, it is the responsibility of property owners to maintain drainage facilities that traverse private property.

In new residential developments, drainage systems are commonly placed within either a drainage easement or a lot owned by the homeowner's association (HOA). In these instances, the HOA is responsible for the maintenance of the drainage facilities as shown on the final recorded plat for the subdivision.

Improvements

Historically, drainage improvement projects have been completed by the City as approved by the City

Council and included in the Capital Improvement Plan. The funding source for these projects has been the General Fund.

Funding Options

The General Fund is the primary funding source for the City and is utilized for a wide range of City expenses, including supplies & materials, maintenance, contract work, equipment, and personnel.

Stormwater Utility Rate Study

Timeline

- March - Staff advertised a Request for Proposals (RFP).
- April - 7 proposals were received from consultant teams.
- April - staff reviewed the proposals and interviewed 4 selected finalists.
- May - staff coordinated with the selected firm, Freese & Nichols, Incorporated, to prepare a detailed scope of work for the project.
- June 6th - Council consideration to award the study to Freese & Nichols
- June - If approved by Council, the study will begin, with an estimated 12-month timeline to complete the study, make recommendations to City Council, and implement any policies, ordinances, and utility fund options selected by the City Council.

Study Goals

- The primary goal of the study is to review drainage systems and the desired level of service to determine appropriate rate structures for the implementation of a Stormwater Utility Fund.
- Secondary goals include reviewing City policies and procedures in regards to Stormwater systems and include recommendations for any policy and procedural changes that may improve Sachse's drainage systems.

Study Tasks

- Public outreach - solicit feedback/ideas, and provide education
- Review of existing drainage systems and cost of service
- Review of drainage standards and City ordinances
- Development of a drainage Capital Improvement Project list/cost estimate
- Review & comparison of maintenance procedures (internal staffing versus private contractor) Study and preparation of utility rate options
- Implementation of rate structures with Finance Department staff, if approved by the City Council
- Implementation of policy changes, if approved by the City Council

Stormwater Utility Fund

A Stormwater Utility Fund is a fund that could be established for the operation, maintenance, improvement, and expansion of public drainage systems. The funds are dedicated specifically for drainage projects and functions, and cannot be used for other activities in the City. The fund operates similar to the water and sanitary sewer utility funds that the City already has in place.

Many cities in our region have this type of fund established. For residential properties, the fee is typically a flat rate. For non-residential properties, the fee may be either a flat rate, or a sliding scale based upon the amount of impervious area (concrete, building, etc.). In a 2012 survey, the median residential stormwater utility fee was found to be \$3.80 per month.

In order to establish a stormwater utility fund, the Stormwater Utility Rate Study must be completed to establish the obligations of the utility, and the subsequent rate. City Council approval is also

required.

Policy Considerations

None at this time. The Stormwater Utility Rate Study will provide policy options for the City Council to consider at a future date.

Budgetary Considerations

The proposed contract amount is \$139,300.00. The current FY 2015-2016 budget contains \$150,000.00 in funding for the Stormwater Utility Rate Study.

Staff Recommendations

Approve a resolution approving the terms and conditions of the agreement for professional services between the City of Sachse, Texas, and Freese & Nichols, Inc.



Award Stormwater Utility Rate Study

City Council
June 6, 2016

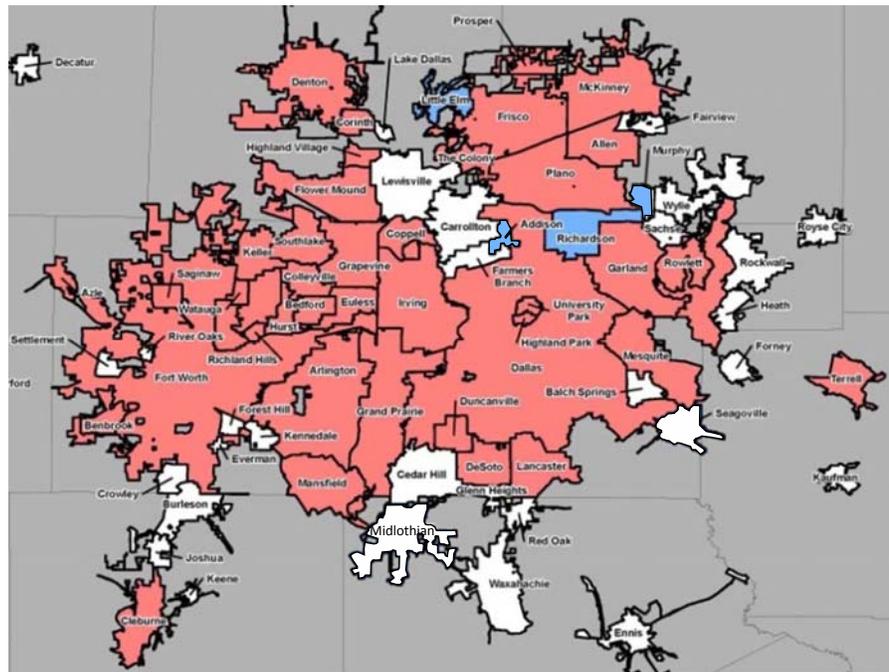
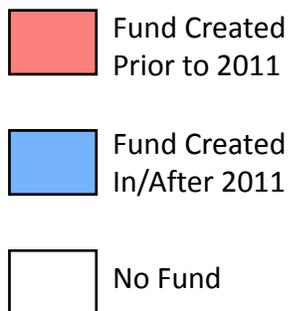
History

- The City of Sachse has a diverse network of drainage systems, including natural and man-made channels, soil conservation ponds on private property, modern storm systems with storm pipe and inlets.
- Multiple drainage systems within the City are identified by FEMA as being within the 100-yr floodplain. These areas are prone to flooding during large rainfall events.
- Historically, the City of Sachse has maintained drainage systems in the public right-of-way.
- In accordance with City Ordinance 1733, it is currently the responsibility of private property owners to maintain existing drainage easements and drainage systems on private property.
- In the FY 2015-2016 Budget, the City Council elected to include funding for a Stormwater Utility Rate Study.

What is a Stormwater Utility Rate Study?

- A Stormwater Utility Rate Study is similar to rate studies conducted for public water and sanitary sewer systems.
- Analysis of needed funds to meet the desired level of service of the community.
- Develop an equitable utility rate structure for properties in the community.
- Provide City Council with options to establish a Stormwater Utility Fund.

Stormwater Utility Fund City Map

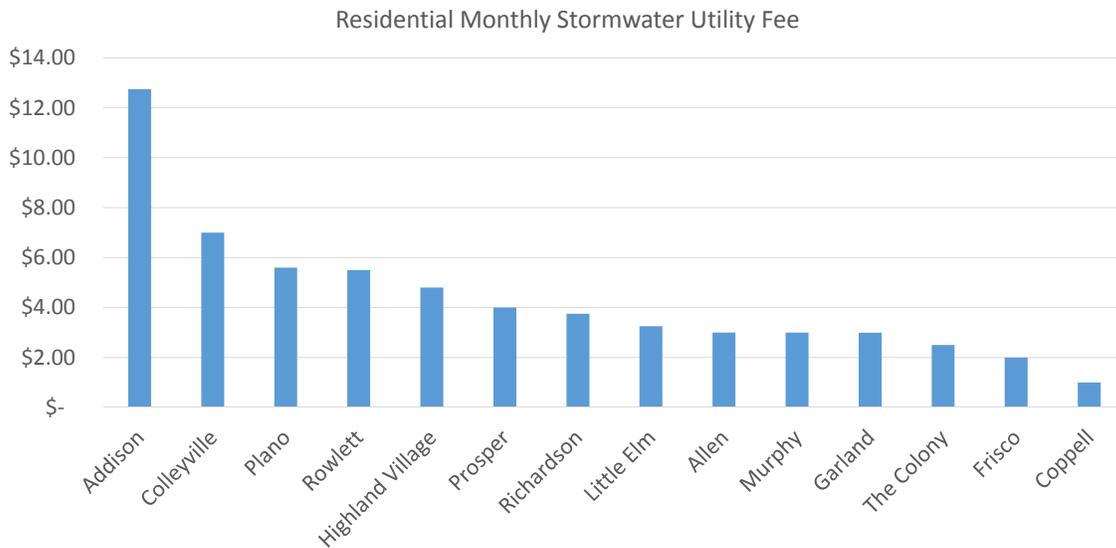


Comparison Cities

- Allen
- Addison
- Carrollton
- Colleyville
- Coppell
- Farmers Branch
- Frisco
- Fairview
- Garland
- Highland Village
- Lewisville
- Little Elm
- McKinney
- Murphy
- Plano
- Prosper
- Richardson
- Rockwall
- Rowlett
- The Colony
- Wylie

Green = Has a Stormwater Utility Fund
Red = No Stormwater Utility Fund

Residential Monthly Stormwater Utility Charge for Comparison Cities



Study Timeline

- March - Staff advertised a Request for Proposals (RFP).
- April 7, 2016 – 7 Proposals received.
- April - Staff reviewed the proposals and interview 4 finalists.
- May - Staff coordinated with the selected firm (Freese & Nichols) to develop detailed project scope.
- June 6th - Council considers authorizing staff to move forward with the selected consultant.
- June – Study to begin.

Rate Study Stakeholders

- Citizens of Sachse (steering committee)
- Local business owners
- Developers
- City Council
- City Staff (Public Works, Engineering, Finance)
- Consultant Team

Rate Study Goals

- The primary goal of the study is to review drainage systems and the desired level of service to determine appropriate rate structures for the implementation of a Stormwater Utility Fund.
- Secondary goals include reviewing City policies and procedures in regards to Stormwater systems and include recommendations for any policy and procedural changes that may improve Sachse's drainage systems.

Proposed Study Tasks

- Public outreach – solicit feedback/ideas, and provide education
- Review of existing drainage systems and cost of service
- Review of drainage standards and City ordinances
- Development of a drainage Capital Improvement Project list/cost estimate
- Review & Comparison of maintenance procedures (internal staffing versus private contractor)
- Study and preparation of utility rate options
- Implementation of rate structures with Finance Department staff, if approved by the City Council
- Implementation of policy changes, if approved by the City Council

Work Schedule
Stormwater Utility Rate Study Schedule

Task	2016							2017					
	J	J	A	S	O	N	D	J	F	M	A	M	J
1) Identification of Utility Policies and Goals	■												
2) Stormwater Management Cost of Service		■	■	■	■	■							
3) Revenue Assessment			■	■	■	■	■						
4) Draft Stormwater Utility Ordinance and Fee Schedule								■					■
5) Stormwater Utility Billing Integration									■	■	■	■	■
6) Public Involvement (Community, Steering Committee)				■	■	■	■	■	■	■	■	■	■
7) City Council Meetings								■					■
Stormwater Utility Report													■

*Note: entire process is anticipated to take 12 months. Timing of individual components may change as needed to accomplish study goals.

Staff Recommendations

- Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the agreement for professional services between the City of Sachse, Texas, and Freese & Nichols, Inc.; authorizing its execution by the City Manager; and providing for an effective date.

Next Steps

- City Council to consider awarding the study to the selected consultant.
- Staff to work with the selected consultant to begin the study this summer.
- The anticipated timeline for completion of the study and presenting final recommendations to the City Council is 12 months.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SACHSE, TEXAS, AND FREESE & NICHOLS, INC.; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented with a proposed Agreement for Professional Services (herein the “Agreement”) between the City of Sachse, Texas, and Freese & Nichols, Inc. for engineering analysis and financial analysis services related to a Stormwater utility rate study for the City of Sachse, and being further described in Exhibit “A” attached hereto; and

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

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

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas,
this ____ day of May, 2016.

CITY OF SACHSE, TEXAS

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

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

STATE OF TEXAS §
 § **AGREEMENT FOR PROFESSIONAL SERVICES**
COUNTY OF DALLAS §

This agreement (“Agreement”) is made by and between the City of Sachse, Texas (“City”) and Freese & Nichols, Inc. (the “Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

Recitals:

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

WHEREAS, the Professional desires to render professional services for the City of Sachse for Professional Services related to a Stormwater utility rate study in the City of Sachse, including: engineering analysis, financial analysis, planning services, and professional recommendations, (the “Project”) in accordance with the terms and conditions set forth in this Agreement;

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

Article I
Term

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

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

Article II
Scope of Services

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

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

2.3 Engineering Analysis documents, professional reports, and financial analysis documents, including those in electronic form, prepared by the Professional and its consultants, agents, representatives and/or employees in connection with the Project are intended for the use

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

Article III Schedule of Work

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

Article IV Compensation and Method of Payment

4.1 The City of Sachse shall compensate the Professional for the services by payment of a lump sum fee not to exceed \$139,300.00.

4.2 The City of Sachse shall compensate Professional for services provided pursuant to this Agreement and, as set forth in this Article, within thirty (30) days after receiving Professional's invoice, provided there are no errors or discrepancies and that all work noted on the invoice has been completed.

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

Article V Devotion of Time; Personnel; and Equipment

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

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

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

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

Article VI Relationship of Parties

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

Article VII 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 covering bodily injury, death and property damage including the property of the City, its officers, contractors, agents and employees (collectively referred to as the "City Indemnites") 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 and Personal and Advertising Injury with a minimum per occurrence limit of One Million Dollars (\$1,000,000). This policy shall be primary to any policy or policies carried by or available to the third party; (ii) policy of automobile liability insurance covering all operations of the Professional 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; (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 with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate, covering negligent acts, errors and omissions by Professional, its sub-contractors, consultants and employees in the performance of professional services.

- (b) All insurance shall be endorsed to provide 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; (2) 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. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) prior written notice for cancellation, non-renewal, and/or material changes of the policy.
- (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. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the Sachse EDC.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted prior to commencement of services. On every date of renewal of the required insurance policies, the Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Professional shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Professional by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement. All policies and endorsements shall remain in effect for not less than four (4) years after termination of this Agreement, abandonment of the work or services or the substantial completion of the work and services provided pursuant to this Agreement.

Article VIII Miscellaneous

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

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

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

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

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

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

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

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

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

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

If intended for City, to:

Gina Nash
City Manager
City of Sachse
3815-B Sachse Road
Sachse, Texas 75048

With a copy to:

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

If intended for Professional, to:

Trey Shanks, CFM
Freese and Nichols, Inc.
2711 North Haskell Avenue, Suite 3300
Dallas, Texas 75204

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

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

8.13 Indemnification. **CITY OF SACHSE 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 "SACHSE EDC INDEMNITEES") 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 INDEMNITEES 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 ALL THIRD PARTY 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 INDEMNITEES, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CITY INDEMNITEES 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.**

8.14 Audits and Records. The Professional agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Professional's records relating to the services provided pursuant to this Agreement for a period of one (1) year following the date of completion of services as determined by the City, or date of termination if sooner.

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

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2016.

City of Sachse

By: _____
Gina Nash, City Manager

EXECUTED this 2nd day of June, 2016.

Freese and Nichols, Inc.

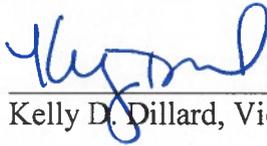
By: 
Kelly D. Dillard, Vice President

Exhibit "A"
Project Scope

Scope of Services

FNI will provide the following services for the development of a stormwater utility. The following tasks are intended to create the components of a stable financing mechanism for the City's stormwater management program. State law (LGC 552 Subchapter C) requires City Council approval prior to implementation of a stormwater utility and fee schedule.

1) Identification of Utility Policies and Goals

FNI will conduct an initial meeting with the City to discuss key policy issues for the creation of the stormwater utility. The following policy issues will be discussed at the initial meeting to determine the framework for the stormwater utility development process.

- a) Amount and type of stormwater services to be funded by the utility fee
- b) Approach to assessing utility fee to individual properties
- c) Fee structure
- d) Use of bonds backed by stormwater utility for drainage capital improvements
- e) Property owner incentives to minimize their impact on the drainage system
- f) Exemptions for certain property owners, as allowed by law
- g) Public outreach goals

Deliverable: Memorandum report documenting policies for development of stormwater utility.

2) Stormwater Management Cost of Service

The stormwater utility fee is required to be based on the City's cost of providing drainage service. FNI will work with City staff to develop a five-year program strategy for stormwater management in the City. Cost projections may be compiled from a variety of sources, including:

a) Drainage Ordinance and Policy Review

General review of the City's drainage ordinances and drainage policies. Review will include the following:

- i) Review existing City Ordinances related to maintenance of drainage easements, recommend changes to City. City Staff will work with City attorney to revise and take to Council with the implementation process.
- ii) Review existing Stormwater Detention Requirements, recommend any changes to City Staff.
- iii) Review policy options for crediting low impact development/private improvements related to Stormwater and recommend policies to City Staff.

Deliverable: Memorandum report to City Staff with general recommended changes to drainage ordinances and drainage policies.

b) Storm System Operations and Maintenance

General analysis of maintenance planning and implementation of maintenance activities. Provide a cost analysis for staffing maintenance with Public Works staff versus contracted maintenance.

Deliverable: Memorandum report to City staff with review of maintenance activities and results of maintenance cost analysis.

c) Review of Existing Drainage System

- i) Conduct a general review of FEMA-designated floodplains to identify general recommendations for improvements, as applicable. This review does not include modeling analysis.
- ii) Conduct up to two days of drive-around reviews of major drainages not in the floodplain and problem areas known to City staff in the community.

Deliverable: Drainage analysis memorandum report with findings and recommendations for improvements.

d) Capital Improvement Project List and Ranking

Prepare list of potential capital improvement projects based on existing studies and master plans, City staff input, and FNI's review of the existing drainage system. Coordinate with staff to develop a draft approach for ranking and prioritization utilizing Pairwise ranking process.

Deliverables: List of potential capital improvement projects, with prioritization based on input from the City-designated Steering Committee.

3) Revenue Assessment

a) Impervious area delineation

FNI will compile available data necessary to assign an equitable stormwater utility fee based on impervious area for each non-exempt property. The following data will be evaluated and analyzed, as necessary, for use in determining each developed property's contribution to the drainage system:

- i) Impervious area data in GIS
- ii) City electronic parcel data
- iii) Recent aerial photography for the City
- iv) Planimetrics

b) Residential impervious area determination

FNI will determine the average impervious area for up to 100 single-family residences in the City. This average will be defined as the equivalent residential unit (ERU). FNI will identify the ERUs for each non-single family residential property existing at the time of project notice to proceed.

c) Develop fee structure options

FNI will input collected and developed stormwater information into FNI's Stormwater Utility Rate Model to identify three potential fee structure options meeting the City's goals. Variations to the implementation schedule, rate, residential tier structure, exemptions, growth rate, costs supported by stormwater utility revenues, and other considerations will be evaluated through the rate model.

d) Present fee structure options

FNI will meet with the City to evaluate fee structure options, and based on meeting input from City staff, FNI will develop three (3) recommended fee rate options for the City's consideration. FNI will meet with the City's staff to review and discuss the details of each option. FNI will present the stormwater utility fee options, along with staff's recommended selection, to City Council in one (1) meeting.

Deliverables: Memorandum report with stormwater utility fee structure development methodology and fee structure options. Presentation of stormwater utility with fee structure options to Steering Committee and to City Council.

4) Draft Stormwater Utility Ordinance and Fee Schedule

FNI will develop a draft stormwater utility ordinance and draft fee schedule for Council adoption. FNI will develop a draft public notice for each. The City will be responsible for publishing the final public notices in a publication of general circulation in the Sachse area three (3) times beginning at least 30 days prior to a public hearing. The public hearing must be held prior to the vote by City Council.

FNI will attend up to two (2) City Council meetings when the Stormwater Utility Ordinance and Fee Schedule are scheduled to be considered for adoption. FNI will be available upon request from the City staff to address Council or community questions about the Ordinance and/or Fee Schedule. Each public hearing can be held immediately prior to the Council vote.

Deliverables: Draft stormwater utility ordinance. Draft stormwater utility fee schedule. Council presentation with final proposed rate structure. Attend up to two (2) City Council meetings for the consideration of adoption of the ordinance and fee schedule.

5) Stormwater Utility Billing Integration

a) Stormwater utility GIS and utility billing data integration

FNI will coordinate with City staff to integrate the stormwater utility data developed in GIS into the City's utility billing system. FNI will create unique identifiers for each property assessed a stormwater utility fee to allow for ongoing maintenance of the appropriate stormwater utility fee between the City's GIS and utility billing system.

b) Quality control testing prior to transition

FNI will coordinate with City staff to conduct up to two (2) trial billing runs prior to billing implementation. Following each cycle FNI will conduct trial data exports to GIS for maintenance updates.

c) Utility billing maintenance methodology

FNI will coordinate with the City to develop a data integration approach for maintenance of the dataset. This will include maintenance of data through project development to keep dataset current. FNI will develop and deliver an operation and maintenance manual for use by the City. FNI will conduct on-site training for City staff on data maintenance procedures.

6) Public Involvement

a) Initial community meeting

FNI will conduct one (1) open meeting at the outset of the study at a location selected by City staff to educate the community about stormwater management services and needs, to present funding recommendations, and to collect public input. The City will be responsible for securing a location for each meeting and providing seating for attendees. FNI will provide presentation equipment, note boards, comment forms, handouts, and light refreshments.

b) Stormwater management web site

FNI will develop a stormwater management web site for the Sachse community to learn about current activities, needed activities, and funding options to address both in the long term. The web site will be developed as a stand-alone site linked from the City's web site and will provide the community an opportunity to provide input about the Stormwater Utility Rate Study.

c) Steering Committee meetings

FNI will meet up to three (3) times with the City-designated Steering Committee to present information developed through the study and to obtain committee feedback.

i) Meeting 1 – Present findings of review of existing drainage system and maintenance activities

ii) Meeting 2 – Present CIP list and conduct work session to develop prioritized ranking, following Pairwise ranking process.

iii) Meeting 3 – Discuss funding approaches for prioritized CIP list and develop recommendations for Council

d) Final community meeting

After the final Steering Committee meeting, FNI will conduct one (1) open meeting at a location selected by City staff to educate the community about stormwater management services and needs, to present the proposed rate structure, and to collect public input. The City will be responsible for securing a location for each meeting and providing seating for attendees. FNI will provide presentation equipment, note boards, comment forms, handouts, and light refreshments.

Deliverables: Online stormwater utility content for community outreach and input. Two community meetings to inform and receive input. Three Steering Committee meetings to prioritize CIP and develop Council recommendations.

7) City Council Meeting for Utility Ordinance and Fee Schedule Adoption

FNI will attend up to two (2) City Council meetings when the Stormwater Utility Ordinance and Fee Schedule are scheduled to be considered for adoption. FNI will be available upon request from the City staff to address Council or community questions about the Ordinance and/or Fee Schedule. Each public hearing can be held immediately prior to the Council vote.

Deliverables: Presentation for two City Council meetings for consideration of stormwater utility adoption.

8) Stormwater Utility Rate Study Report

FNI will deliver a report that documents the basis and approach for the development of the City's stormwater utility fee. FNI will provide the City with three (3) hard copies and one (1) electronic file of the draft stormwater utility report upon completion of the project. Upon receipt of the City's final comments, FNI will finalize the report and deliver five (5) hard copies and one (1) electronic file to the City.

Deliverable: Five (5) hard copies and electronic PDF of final report compiling information developed throughout the study. Electronic GIS data layer for stormwater utility.

RESPONSIBILITIES OF CITY

City shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which City will require to be included in the plans and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- F. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as City may require or FNI may reasonably request with regard to legal issues pertaining to the Project.

Work Schedule
Stormwater Utility Rate Study Schedule

Task	2016							2017					
	J	J	A	S	O	N	D	J	F	M	A	M	J
1) Identification of Utility Policies and Goals													
2) Stormwater Management Cost of Service													
3) Revenue Assessment													
4) Draft Stormwater Utility Ordinance and Fee Schedule													
5) Stormwater Utility Billing Integration													
6) Public Involvement (Community, Steering Committee)													
7) City Council Meetings													
Stormwater Utility Report													



City of Sachse, Texas

Legislation Details (With Text)

File #:	16-3361	Version:	1	Name:	Project Specific Agreement - Dallas County Road Striping
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	5/27/2016	In control:		In control:	City Council
On agenda:	6/6/2016	Final action:		Final action:	
Title:	Consider a Resolution authorizing an agreement with Dallas County for striping of City streets.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A Exhibit B Resolution Project Specific Agreement				

Date	Ver.	Action By	Action	Result
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Title
 Agreement with Dallas County to stripe City streets

Background
 The City of Sachse and Dallas County regularly partner on the maintenance and expansion of our street systems. This agreement will allow the City to utilize lower costs through the large quantities of striping performed by Dallas County throughout the County.

The City’s “Type B” and “Type E” Roadways are listed in Exhibit A, attached. This agreement only covers linear striping of lanes, as shown in Exhibit B, attached. The striping of roadways is an ongoing need in the City, as striping fades & degrades over time. Pleasant Valley Road will receive the white edge line striping, which is not currently on the pavement today.

The City will be responsible for the entire cost of striping our “Type E” Roadways as well as crosswalks and stop bars will be repainted by the Street Department as needed. This agreement allows the City to re-stripe a significant portion of our streets at a fraction of the cost if the City bid out the striping as a stand-alone project. This agreement will facilitate 18.54 miles of city streets receiving new lane striping for \$6,911.50.

At this time the County has not provided a schedule for completion of the striping. Once all participating Cities have executed the project specific agreements, the County will begin scheduling the work. The striping will be completed this calendar year.

Policy Considerations
 The City of Sachse regularly partners with Dallas County on the expansion and maintenance of street systems in order to save taxpayer dollars. This project specific agreement will "piggy-back" our

master interlocal agreement with Dallas County for road and bridge maintenance.

Budgetary Considerations

The anticipated cost of this project is \$6,911.50. The project will be funded through the Public Works Street Maintenance line item in the FY 2015-2016 Budget.

Staff Recommendations

Approve a resolution approving the terms and conditions of the project specific agreement to the master interlocal agreement between the City of Sachse and Dallas County, for bridge and road maintenance and repair on "Type B" and "Type E" roadways located within the territorial and jurisdiction limits of the City.

SACHSE ROAD LIST Type B & E
REQUEST FOR 2016

TYPE B	TYPE E
INGRAM RD DEWITT RD to 3rd ST	BAILEY RD SACHSE RD to HOOPER RD
BLACKBURN RD 3rd ST to MURPHY RD	HOOPER RD BAILEY RD to HIGHWAY 78
MILES RD SACHSE RD to SOUTH CITY LIMITS	BRYAN ST SACHSE RD to BRYAN CIR
PLEASANT VALLEY RD MERRITT RD to EAST CITY LIMITS	HUDSON DR MERRITT RD to MILES RD
PLEASANT VALLEY RD MILES RD TO PGBT	
WILLIFORD RD HIGHWAY 78 to BAILEY RD	
SACHSE RD HIGHWAY 78 to EAST CITY LIMITS	
BUNKERHILL RD HIGHWAY 78 to MILES RD	
MERRITT RD SACHSE RD to PGBT	
5th ST HIGHWAY 78 to SACHSE RD+	
MURPHY RD HIGHWAY 78 TO BLACKBURN RD	



Pavement Striping for Dallas County

Street Name	Street Length	Street Location To and From	Type of Striping	Street Material
Ingram Road	1810 feet	Dewitt Road to 3rd Street	Double Yellow- White Edge Lines	Asphalt
Blackburn Road	3400 feet	3rd Street to Murphy Road	Double Yellow- White Edge Lines	Asphalt
Miles Road	3.0 miles	Sachse Road to South City Limit	Broken White Center Line, Northbound and Southbound	Concrete
Pleasant Valley Road	1.7 miles	Merritt Road to East City Limit	Double Yellow- White Edge Lines	Asphalt
Pleasant Valley Road	1435 feet	Miles Road to PGBT	Double Yellow- White Edge Lines	Asphalt
Williford Road	3497 feet	Highway 78 to Bailey Road`	Double Yellow- White Edge Lines	Asphalt
Bailey Road	4607 feet	Sachse Road to Hooper Road	Double Yellow- White Edge Lines	Asphalt
Hooper Road	812 feet	Bailey Road to Highway 78	Double Yellow- White Edge Lines	Asphalt
Sachse Road	2.45 miles	Highway 78 to East City Limit	Double Yellow- White Edge Lines	Asphalt
Bunkerhill Road	3.4 miles	Highway 78 to Miles Road	Broken White Center Line, Northbound and Southbound	Concrete
Merritt Road	1.55 miles	Sachse Road to PGBT	Double Yellow- White Edge Lines	Asphalt
5th Street	1520 feet	Highway 78 to Sachse Road	Double Yellow- White Edge Lines	Asphalt
Bryan Street	1447 feet	Sachse Road to Bryan Circle	Double Yellow with White Turn Lanes	Concrete
Hudson Drive	2789 feet	Merritt Road to Miles Road	Double Yellow	Concrete
Murphy Road	2.4 miles	Highway 78 to Blackburn Road	Broken White Center Lines- Yellow Center Turn Lane	Concrete

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE PROJECT SPECIFIC AGREEMENT TO THE MASTER INTERLOCAL AGREEMENT BETWEEN THE CITY OF SACHSE AND DALLAS COUNTY, FOR BRIDGE AND ROAD MAINTENANCE AND REPAIR ON “TYPE B” AND “TYPE E” ROADWAYS LOCATED WITHIN THE TERRITORIAL AND JURISDICTION LIMITS OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sachse, Texas, and Dallas County, Texas, entered into a Master Interlocal Agreement on February 11, 2014, whereby Dallas County agreed to provide road and bridge maintenance and repair on “Type B” and “Type E” roadways located within the territorial limits and jurisdiction of the City (“Master Agreement”); and

WHEREAS, the City Council has been presented with a proposed Project Specific Agreement (“PSA”) to the Master Agreement, for Dallas County to provide roadway striping on those roadways specifically identified in Attachments “A,” “B,” and “C” to the PSA, located within the territorial limits and jurisdiction of the City; and

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

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the _____ day of _____, 2016.

CITY OF SACHSE, TEXAS

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

EXHIBIT “A”

**Project Specific Agreement to Re: Roadway Striping for “Type B” and “Type E”
Roadways – Made Pursuant to Dallas County’s Master Road & Bridge Interlocal
Maintenance Agreement within the Jurisdictional Limits of the City of Sachse, Texas**

**PROJECT SPECIFIC AGREEMENT RE: ROADWAY STRIPING FOR
TYPE “B” AND TYPE “E” ROADWAY-- MADE PURSUANT TO DALLAS
COUNTY’S MASTER ROAD & BRIDGE INTERLOCAL MAINTENANCE
AGREEMENT WITHIN JURISDICTIONAL LIMITS OF THE CITY OF
SACHSE, TEXAS**

This Project Specific Agreement, (hereinafter “PSA”), supplemental to the Master Interlocal Agreement is made by and between Dallas County, Texas (hereinafter “County”) and the City of Sachse, Texas (hereinafter “City”), acting by and through their duly authorized representatives and officials, for the purpose of collaborating on road and bridge maintenance projects, repairs and improvements to be undertaken within the territorial limits and jurisdiction of the City of Sachse, Texas (“Project”).

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

WHEREAS, on or about February 11, 2014, County and City entered into a Master Interlocal Agreement (“Agreement”), whereby County agreed to provide road and bridge maintenance and repair on “Type B” and “Type E” roadways, situated within the territorial limits and jurisdiction of City; and

WHEREAS, City now desires County to perform such maintenance and repairs, consisting of striping public roadway situated in the City of Sachse, Texas, as more fully described in Attachments “A,” “B,” and “C”;

NOW THEREFORE THIS PSA is made by and entered into by County and City, for the mutual consideration stated herein.

Witnesseth

Article I

Project Specific Agreement

This PSA is specifically intended to identify a Project authorized under the Master Interlocal Agreement (“Agreement”), changes in the rights and responsibilities of each of the parties as set forth in the Agreement and additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporates each term and condition thereof as if fully set forth herein. All terms of the Agreement remains in full force and effect, except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

Article II

Incorporated Documents

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Agreement authorized by County Commissioners Court Order 2014-0210 dated February 11, 2014, and additions thereto as incorporated herein.
2. The Construction Estimate (Attachment “A”).

3. The Construction Estimate (Attachment "B").
4. Sachse Road List Request for 2016 Type B & E (Attachment "C").

Article III

Term of Agreement

This PSA becomes effective when signed by the last party whose signature makes the agreement fully executed and shall terminate upon the completion and acceptance of the Project by City or upon the terms and conditions in the Master Agreement.

Article IV

Project Description

This PSA is entered into by the parties for repair, maintenance and improvements conducted on "Type B" and "Type E" public roadway within the City of Sachse, Texas. The Project shall consist of striping on various streets in the City of Sachse, Texas, (hereinafter "Project"), and as more fully described in Attachments "A," "B," and "C." The Project is authorized by the aforementioned Master Agreement, with the parties' obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and County. The City has and hereby does give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

Article V

Fiscal Funding

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this PSA, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article VI **Agreements**

I. City's Responsibilities:

1. City, at its own expense, shall be responsible for the following: (a) posting appropriate and required notices to inform the public of the proposed maintenance or construction activity, (b) acquiring any right-of-way necessary to complete the Project under consideration, (c) locating all manholes, water valves, and other utilities within the Project, (d) making all utility relocations or adjustments necessary for the Project, (e) remediation of any hazardous or regulated materials, or other environmental hazard on or near the Project site, and (f) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the Project to be completed in a timely and safe manner.
2. City agrees to accomplish these functions in a timely and efficient manner to ensure that such activities will not delay the County's timely performance of its activities.
3. City shall be responsible for maintaining the Project site once the project is completed.

III. County Responsibilities:

1. County Road & Bridge personnel shall be responsible for performing all transportation-related maintenance services contemplated hereunder, specifically, roadway striping activity, as more fully set forth in Attachments "A," "B," and "C," in a good and workmanlike manner.

IV. Funding:

County and City mutually agree that City shall be responsible to pay One Hundred Percent (100%) of the costs and expenses necessary to carry out and to perform the Type "E" roadwork in the amount of \$2,153.00 and a total of \$4,758.50 for its portion of the Type "B" roadwork, for a total of \$6,911.50 for City share. County shall contribute the remaining amount of the Type "B" costs, in-kind, in the form of labor and equipment. In no event shall County's in-kind contribution exceed Fifty Percent (50%) of the initial and anticipated Project cost for Type "B" roadwork. City shall only be liable and responsible for the amounts set forth in this PSA, and any properly executed amendments and/or supplements hereto, and

1. Should unforeseen and unforeseeable circumstances arise which adversely and materially impact the costs and expenses necessary to complete the Project as contemplated, County and City shall renegotiate the terms hereof, taking into proper account then-current conditions and estimated total costs to complete the Project.
2. Immediately upon commencement of the Project by County, City shall segregate, set aside and place into an escrow account with the Dallas County Treasurer, Six Thousand, Nine Hundred Eleven dollars and Fifty cents (\$6,911.50), representing the full amount to be paid to County either through monthly invoicing or upon completion of the Project.

Article VII

Miscellaneous:

- I. **Indemnification.** County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
- II. **No Third Party Beneficiaries.** The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- III. **Applicable Law.** This PSA is and shall be expressly subject to the County's and City's Sovereign Immunity and/or Governmental Immunity, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State laws. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.
- IV. **Notice.** All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:

Director of Public Works
Dallas County
411 Elm Street, Suite 400
Dallas, Texas 75202

and

Commissioner Mike Cantrell
Road & Bridge District #2
411 Elm Street, Second Floor
Dallas, Texas 75202

CITY:

Gina Nash
City Manager, City of Sachse, Texas
3815-B Sachse Road
Sachse, Texas 75048

- V. **Assignment.** This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- VI. **Binding Agreement; Parties Bound.** Upon execution by the parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VII. **Amendment.** This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.

VIII. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IX. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.

X. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersede previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.

XI. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council of the City of Sachse.

The City of Sachse, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____, dated the ___ day of _____, 2016.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number _____ and passed on the ___ day of _____, 2016.

Executed this the _____ day of _____, 2016.

Executed this the _____ day of _____, 2016.

CITY OF SACHSE:

COUNTY OF DALLAS:

MAYOR

CLAY LEWIS JENKINS
COUNTY JUDGE

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:*

CITY OF SACHSE:

City Attorney

DALLAS COUNTY:

SUSAN HAWK
DISTRICT ATTORNEY



By: _____
Jana Prigmore Ferguson
Assistant District Attorney

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

2016 TYPE B PAVEMENT MARKING

Date:	April 25, 2016	Roadway:	LIST ATTACHED "Attachement C"
Requested By:	Joey Crase		
City:	Sachse		
City Share:	50%		
Court Order / IJ:			
MAPSCO:	Varies		
		TYPE:	B
		Roadway Length:	Varies
		Pre-Marking Length:	Varies
		One-way travel time to Project:	

MARKING LENGTH (Miles)

	BROKEN YELLOW	SOLID YELLOW	BROKEN WHITE	SOLID WHITE
ESTIMATE:	2.0	8.0	9.0	16.0
Actual:	0.0	0.0	0.0	0.0

MATERIALS:	EST. QUANT.	Actual QUANT.	UNIT PRICE	EST. COST	ACTUAL COST
Yellow Paint Gal	151.20	0.00	\$10.37	\$1,568.00	\$0.00
White Paint Gal	188.10	0.00	\$9.91	\$1,864.00	\$0.00
Beads LBS	2376.00	0.00	\$0.34	\$808.00	\$0.00
Other Cans	0.00	0.00	0.00	\$0.00	\$0.00
TOTAL MATERIALS:				\$4,240.00	\$0.00

LABOR

Direct Labor:

Hour	Estimate Hours	Actual Hours	Hourly Rate (FR)	Estimate Cost	ACTUAL Cost
Pre-Marking	0.00	0.00	\$72.00	\$0.00	\$0.00
Crew persons	40.00	0.00	\$72.00	\$2,880.00	\$0.00
Administrative	3.00	0.00	\$ 147.05	\$441.00	\$0.00

Note: (FR) - with Fringes

Subtotal Direct Labor

\$3,321.00 \$0.00

Indirect Labor:

Indirect Costs

% of Actual Salaries:

21.57

\$716.00 \$0.00

Value calculated by Office of Budget and Evaluation

TOTAL LABOR:

\$4,037.00 \$0.00

EQUIPMENT:

HRS	Estimate Hours	Actual Hours	Hourly Rate	Cost Estimate	Cost ACTUAL
Survey Truck	0.00	0.00	\$15.00	\$0.00	\$0.00
Striper	40.00	0.00	\$26.00	\$1,040.00	\$0.00
Pickup	40.00	0.00	\$5.00	\$200.00	\$0.00

TOTAL EQUIPMENT:

\$1,240.00 \$0.00

TOTAL COST:

\$9,517.00 \$0.00

	% of Cost		
COST TO CITY	50%	\$4,758.50	\$0.00
COUNTY COST	50%	\$4,758.50	\$0.00

I hereby certify that all Work depicted herein is complete effective the date stated above.

Stanley Brewer
TRANSP FIELD SUPERVISOR

2016 TYPE "E" PAVEMENT MARKING

Date: APRIL 25, 2016 Requested By: JOEY CRASE City: SACHSE City Share: 100% Court Order / IJ:	Roadway: LIST ATTACHED "C"
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MARKING LENGTH (Miles)

	BROKEN YELLOW	SOLID YELLOW	BROKEN WHITE	SOLID WHITE
ESTIMATE:		1.90	0.0	2.1
Actual:	0.0	0.0	0.0	0.0

MATERIALS:	EST. QUANT.	Actual QUANT.	UNIT PRICE	EST. COST	ACTUAL COST
Yellow Paint Gal	17.20	0.00	\$9.95	\$171.00	\$0.00
White Paint Gal	31.10	0.00	\$10.42	\$324.00	\$0.00
Beads LBS	337.80	0.00	\$0.34	\$115.00	\$0.00
Other Cans	0.00	0.00	0.00	\$0.00	\$0.00
TOTAL MATERIALS:				\$610.00	\$0.00

LABOR

Direct Labor:

Hour	Estimate Hours	Actual Hours	Hourly Rate (FR)	Estimate Cost	ACTUAL Cost
Pre-Marking	0.00	0.00	\$72.00	\$0.00	\$0.00
Crew persons	10.00	0.00	\$72.00	\$720.00	\$0.00
Administrative	2.00	0.00	\$147.05	\$294.00	\$0.00

Note: (FR) - with Fringes

Subtotal Direct Labor

\$1,014.00 \$0.00

Indirect Labor:

Indirect Costs	% of Actual Salaries: 21.57		\$219.00	\$0.00
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Value calculated by Office of Budget and Evaluation

TOTAL LABOR:

\$1,233.00 \$0.00

EQUIPMENT:

HRS	Estimate Hours	Actual Hours	Hourly Rate	Cost Estimate	Cost ACTUAL
Survey Truck	0.00	0.00	\$15.00	\$0.00	\$0.00
Striper	10.00	0.00	\$26.00	\$260.00	\$0.00
Pickup	10.00	0.00	\$5.00	\$50.00	\$0.00

TOTAL EQUIPMENT:

\$310.00 \$0.00

TOTAL COST:

\$2,153.00 \$0.00

COST TO CITY	% of Cost	100%	\$2,153.00	\$0.00
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I hereby certify that all Work depicted herein is complete effective the date stated above.
Stanley Brewer TRANSP FIELD SUPERVISOR

ATTACHMENT "C"

SACHSE ROAD LIST Type B & E
REQUEST FOR 2016

TYPE B	TYPE E
INGRAM RD DEWITT RD to 3rd ST	BAILEY RD SACHSE RD to HOOPER RD
BLACKBURN RD 3rd ST to MURPHY RD	HOOPER RD BAILEY RD to HIGHWAY 78
MILES RD SACHSE RD to SOUTH CITY LIMITS	BRYAN ST SACHSE RD to BRYAN CIR
PLEASANT VALLEY RD MERRITT RD to EAST CITY LIMITS	HUDSON DR MERRITT RD to MILES RD
PLEASANT VALLEY RD MILES RD TO PGBT	
WILLIFORD RD HIGHWAY 78 to BAILEY RD	
SACHSE RD HIGHWAY 78 to EAST CITY LIMITS	
BUNKERHILL RD HIGHWAY 78 to MILES RD	
MERRITT RD SACHSE RD to PGBT	
5th ST HIGHWAY 78 to SACHSE RD+	
MURPHY RD HIGHWAY 78 TO BLACKBURN RD	



City of Sachse, Texas

Legislation Details (With Text)

File #: 16-3365 **Version:** 1 **Name:** Funding Options for Fire Apparatus
Type: Agenda Item **Status:** Agenda Ready
File created: 6/3/2016 **In control:** City Council
On agenda: 6/6/2016 **Final action:**
Title: Discuss and consider funding options for fire apparatus.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Title
Discuss and consider funding options for fire apparatus.

Background
Jason Hughes with Hilltop Securities (formerly First Southwest) will give a presentation covering possible sources of funding for a replacement fire truck, current market conditions for municipal debt, and potential savings to the City from refunding existing debt.

Staff Recommendations
Give staff direction to proceed with a funding plan for replacement of Fire Truck 1.