

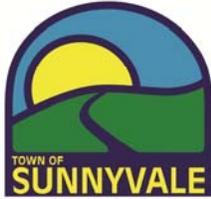
# Town of Sunnyvale

**Town Council**

**November 14, 2016**

**Town Council  
Special Meeting  
6:00 P.M.**

**Town Council  
Regular Meeting  
7:00 P.M.**



**TOWN OF SUNNYVALE  
SUNNYVALE TOWN COUNCIL  
SPECIAL MEETING  
CONFERENCE ROOM - 127 N. COLLINS RD  
MONDAY, NOVEMBER 14, 2016  
6:00 P.M.**

**CALL MEETING TO ORDER**

Mayor calls the Special Meeting to order, state the date and time. State Councilmember's present and declare a quorum present.

**1. PRESENTATION FROM TXDOT ON FUTURE OF HIGHWAY 80 EXPANSION PROJECT.**

**ADJOURN**

ALL LOCATIONS IDENTIFIED ARE IN THE TOWN OF SUNNYVALE UNLESS OTHERWISE INDICATED. FOR A DETAILED PROPERTY DESCRIPTION, PLEASE CONTACT THE BUILDING OFFICIAL AT TOWN HALL. ALL ITEMS ON THE AGENDA ARE FOR POSSIBLE DISCUSSION AND ACTION. PLEASE TURN OFF ALL TELEPHONES AND HANDHELD COMMUNICATION DEVICES WHILE IN ATTENDANCE AT THIS MEETING.

THE SUNNYVALE TOWN COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY OF THE MATTERS LISTED ABOVE, AS AUTHORIZED BY TEXAS GOVERNMENT CODE SECTION 551.071 (CONSULTATION WITH ATTORNEY), 551.072 (DELIBERATION ABOUT REAL PROPERTY), 551.073 (DELIBERATIONS ABOUT GIFTS AND DONATIONS), 551.074 (PERSONNEL MATTERS), 551.076 (DELIBERATIONS ABOUT SECURITY DEVICES), AND 551.087 (ECONOMIC DEVELOPMENT).

THE TOWN OF SUNNYVALE IS COMMITTED TO COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA). REASONABLE ACCOMMODATIONS AND EQUAL ACCESS TO COMMUNICATIONS WILL BE PROVIDED TO THOSE WHO PROVIDE NOTICE TO THE DIRECTOR OF COMMUNITY SERVICES AT 972-226-7177 AT LEAST 48 HOURS PRIOR TO THE MEETING.

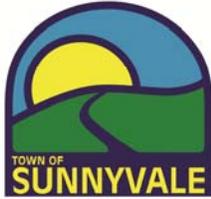
**I HEREBY CERTIFY THAT THE FOREGOING NOTICE WAS POSTED ON NOVEMBER 11, 2016, IN THE FOLLOWING LOCATION AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING:**

**TOWN HALL AT 127 N. COLLINS ROAD**

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**LESLIE BLACK, TOWN SECRETARY**

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**TOWN OF SUNNYVALE  
SUNNYVALE TOWN COUNCIL  
REGULAR MEETING  
MONDAY, NOVEMBER 14, 2016  
TOWN HALL - 127 N. COLLINS RD.  
7:00 P.M.**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**CALL MEETING TO ORDER**

Mayor calls the Meeting to order, state the date and time. State Councilmembers present and declare a quorum present.

**PUBLIC FORUM**

Citizens may speak on any matter other than personnel matters or matters under litigation. No Town Council actions or discussion will be taken until such matter is placed on the agenda and posted in accordance with law.

**RECOGNITION OF NEW EMPLOYEE DAVID JIMENEZ, PUBLIC WORKS MAINTENANCE TECHNICIAN.**

**CONSENT AGENDA ITEMS 1 THROUGH 6:**

1. MINUTES OF TOWN COUNCIL REGULAR MEETING – OCTOBER 12, 2015.
2. MINUTES OF TOWN COUNCIL SPECIAL MEETING – OCTOBER 24, 2016.
3. MINUTES OF TOWN COUNCIL REGULAR MEETING – OCTOBER 24, 2016.
4. CONSIDER RESOLUTION 16-20: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE APPROVING THE ENTERING INTO OF A HEALTH SERVICES CONTRACT WITH THE DALLAS COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES, CONCERNING THE TOWN OF SUNNYVALE'S PARTICIPATION WITH THE COUNTY OF DALLAS IN ESTABLISHING COORDINATED HEALTH SERVICES FOR THE TOWN, OPERATING CERTAIN HEALTH SERVICES FOR THE RESIDENTS OF THE TOWN, TO PROMOTE THE EFFECTIVENESS OF LOCAL PUBLIC HEALTH PROGRAMS, TO PARTICIPATE IN PROVIDING PUBLIC HEALTH SERVICES FOR THE RESIDENTS OF THE TOWN, AND TO FURTHER THE PUBLIC PURPOSE AND BENEFIT THE CITIZENS OF THE COUNTY AS A WHOLE.
5. CONSIDER RESOLUTION 16-21: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE APPROVING AMENDMENT NO. 4 TO CONTINUE THE TERMS AND AGREEMENT OF THE HOUSEHOLD HAZARDOUS WASTE NETWORK (HHW NETWORK) TO PROVIDE TO THE CITIZENS OF THE TOWN OF SUNNYVALE A HAZARDOUS WASTE COLLECTION PROGRAM THROUGH THE FISCAL YEAR 2017 FROM OCTOBER 1, 2016 – SEPTEMBER 30, 2017.

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11/14/2016

6. **CONSIDER SECOND READING OF ORDINANCE 16- 14: AN ORDINANCE OF THE TOWN OF SUNNYVALE, TEXAS, REVIEWING THE TOWN'S INVESTMENT POLICY IN ACCORDANCE WITH THE TEXAS PUBLIC FUNDS INVESTMENT ACT.**

**DISCUSSION/ACTION ITEMS:**

**FIRE DEPARTMENT**

7. **DISCUSS AND CONSIDER PURCHASING A REPLACEMENT AMBULANCE.**

**MAYOR & COUNCIL**

8. **MAYOR AND COUNCIL REQUESTS FOR FUTURE STAFF UPDATES AND AGENDA ITEMS.**

**EXECUTIVE SESSION**

Recess into executive session pursuant to Chapter 551, Subchapter D of the Texas Government Code:

**EXECUTIVE SESSION AGENDA:**

**A. SECTION 551.072 REAL PROPERTY**

To deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

**REAL ESTATE AT OR ABOUT THE NORTHEAST CORNER OF TRIPP AND JOBSON**

**B. SECTION 551.074. PERSONNEL MATTERS**

To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:

**PUBLIC WORKS DIRECTOR  
TOWN MANAGER**

**END OF EXECUTIVE SESSION**

Reconvene into open session and take any action necessary as a result of the Executive Session.

9. **CONSIDER ANY OFFICIAL ACTION ON THE EXECUTIVE SESSION CLOSED MEETING ITEMS:**

**A. SECTION 551.072 REAL PROPERTY**

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To deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

## **REAL ESTATE AT OR ABOUT THE NORTHEAST CORNER OF TRIPP AND JOBSON**

### **B. SECTION 551.074. PERSONNEL MATTERS**

To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:

**PUBLIC WORKS DIRECTOR  
TOWN MANAGER**

### **ADJOURN**

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**TOWN HALL AT 127 N. COLLINS ROAD**

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**LESLIE BLACK, TOWN SECRETARY**

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10/12/2015



**TOWN OF SUNNYVALE  
SUNNYVALE TOWN COUNCIL  
REGULAR MEETING  
MONDAY, OCTOBER 12, 2015  
TOWN HALL - 127 N. COLLINS RD.  
7:00 P.M.**

<b>MAYOR</b>	<b>JIM PHAUP</b>
<b>MAYOR PRO-TEM, &amp; PLACE 2</b>	<b>SAJI GEORGE</b>
<b>COUNCILMEMBER, PLACE 1</b>	<b>KARA RANTA</b>
<b>COUNCILMEMBER, PLACE 3</b>	<b>MARK EGAN</b>
<b>COUNCILMEMBER, PLACE 4</b>	<b>JIM WADE</b>
<b>COUNCILMEMBER, PLACE 5</b>	<b>KAREN HILL</b>
<b>COUNCILMEMBER, PLACE 6</b>	<b>CHRIS MCNEILL</b>

**INVOCATION**

Councilmember Hill led the invocation.

**PLEDGE OF ALLEGIANCE**

Mayor Jim Phaup led the Pledge of Allegiance.

**CALL MEETING TO ORDER**

Mayor Phaup called the meeting to order at 7:04 p.m.

**PUBLIC FORUM**

Citizen may speak on any matter other than personnel matters or matters under litigation. No Town Council action or discussion will be taken until such matter is placed on the agenda and posted in accordance with law.

Teddy Jones at 116 N. Paschall Road, Sunnyvale, Texas, stated he was concerned because traffic backs up on Paschall Road due to the entrance at the middle school and high school being one way. He feels like it is a safety hazard and should be addressed.

**CONSENT AGENDA ITEMS 1 THROUGH 2:**

All items on the consent agenda are routine items and may be approved with one motion; should any member of the Town Council or any individual wish to discuss any item, said item may be removed from the consent agenda by motion of the Town Council.

- 1. DISCUSS AND CONSIDER A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS, DESIGNATING THE MESQUITE NEWS AS THE OFFICIAL NEWSPAPER FOR THE TOWN FOR PUBLICATION OF LEGAL ADVERTISEMENTS AND NOTICES; AND DECLARING AN EFFECTIVE DATE.**
- 2. DISCUSS AND CONSIDER FIRST READING OF AN ORDINANCE OF THE TOWN OF SUNNYVALE, TEXAS, REVIEWING THE TOWN'S INVESTMENT POLICY IN ACCORDANCE WITH THE TEXAS PUBLIC FUNDS INVESTMENT ACT.**

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10/12/2015

Councilmember Hill made a motion, seconded by Councilmember Egan to approve consent agenda items 1- 2 as presented, and with all members voting affirmative, the items passed 6/0. Mayor Pro-Tem George was absent.

### **RECOGNITION OF NEW EMPLOYEES**

Nancy Ortiz – Utility Billing Clerk  
Jesse Ruiz – Public Works Technician

### **DICUSSION/ACTION ITEMS:**

#### **TOWN MANAGER**

### **3. PRESENTATION OF THE TRIPP & COLLINS RD. INTERSECTION CONTROL EVALUATION.**

Town Manager Sean Fox stated that GHD, the home of Ourston Roundabout Engineering, has conducted an Intersection Control Evaluation (ICE) along Collins Road at the T-intersections of E. Tripp Road (west) and E. Tripp Road (east). The southern intersection is currently operating under temporary traffic signal control. The northern intersection is currently being operated with stop control along Tripp Road and uncontrolled along Collins Road. This study compares modifying the existing intersections to incorporate traffic signals versus the conversion to either a singular roundabout or two roundabouts.

The comprehensive evaluation presents quantitative criteria including operational performance for motorists, estimated right-of-way (ROW) costs, construction costs, maintenance costs, and study period costs (including societal collision costs).

The engineers will briefly describe efforts to date, the results of the evaluation and provide recommendations. The decision of which type of intersection control is ultimately the best and most appropriate for the Town of Sunnyvale plays a critical part in the ongoing design and engineering of the Collins Road expansion north of SH-80. The expectation is for Council to receive the information and provide feedback & guidance going forward, with the goal of approving the final design alternative on November 9th.

Mayor Phaup asked Council for any questions or comments about alternative #1.

Councilmember Wade stated that he is concerned about the cost estimate of alternative #1. He is surprised that it is the most expensive alternative, but taking out the societal costs changes it to not be the most expensive alternative.

Mayor Phaup asked for clarification because the signals were much higher on a fatality & injury impact (F&I) than the roundabouts. Engineer Jay Austin stated this data was taken from a national data base. He stated speed control at traffic signals causes the higher fatality & injury impact (F&I) than at roundabouts. Engineer Jay Austin stated speed within a traffic signal is either at the posted speed or above, and roundabouts provide speed control. He stated roundabouts are designed to slow vehicles down at the entry to at least 25 mph.

RTCM  
10/12/2015

In response to a question by Mayor Phaup, Engineer Jay Austin stated the data goes back to a number of collisions per year that are broken out between the fatality and injury impact (F&I) and property damage only (PDO). He stated throughout the years, the research sites have seen the same number of those types of incidents at each scenario with the signal option. There is also a difference depending on how many legs are in the intersection. The more approach legs at an intersection, the more conflict there will be because drivers have more decisions to make.

Mayor Phaup asked Council for any questions or comments about alternative #2.

Councilmember Hill stated that she thought the cost of alternative #2 would be significantly higher due to right-of-way (ROW) purchases. She stated she was not particularly interested in displacing that many people. Mayor Phaup stated that he agreed because it touches more properties. Engineer Jay Austin stated that alternative #2 was developed early on, and they considered eliminating it. However, they did want to follow through with alternative #2 from a cost and safety stand point. Engineer Jay Austin stated they wanted to provide all the information similar to the other alternatives.

Mayor Phaup asked if the additional signalization caused the fatality and injury impact (F&I) to be twice as high on alternative #2 and #3 versus alternative #1. Engineer Jay Austin stated yes, it is because alternative #1 has 2 traffic signals. The 2 traffic signals were combined to make one rate. He stated the amount of daily traffic (ADT) on the roads was factored into the calculations as well.

Mayor Phaup asked Council for questions or comments about alternative #3.

Councilmember Wade asked for clarification on how significant amounts of new concrete to build alternative #2 and #3 costs less than the approach pavement for 2 traffic signals on alternative #1. Engineer Jay Austin stated the cost difference is the cost of materials in the field for alternative #2. He stated alternative #1 is almost double the amount that is being spent on the traffic signal equipment. A 4-leg signalized intersection could cost \$200,000 to \$250,000. Engineer Jay Austin stated factoring that plan cost twice versus factoring the plan cost once created the cost difference. He stated pavement is required at the 2 traffic signals as well as the turn bays at both signals. He stated alternative #3 only has 1 southbound turn bay and 1 northbound turn bay that is paved. Engineer Jay Austin stated it is a factor of the pavement cost and then the traffic signal that increased the cost.

Mayor Phaup asked for comments and question about alternative #4.

Councilmember Ranta asked for clarification about the safety concerns of the turns and the access to adjacent properties in roundabouts. Engineer Jay Austin stated the skewed intersection was discussed with Town Staff. He stated that Collins Road runs north and south and the connection onto Tripp Road would be a 45 degree angle, which creates difficulty getting access to the adjacent properties. He stated the speeds were considered because it is hard to control the speeds with roundabouts in skewed intersections. Engineer Jay Austin stated it is hard for designers to get the needed deflection to slow vehicles down all the way through the intersection. He stated a tangent line can be drawn from the entry point all the way to the exit without creating circular geometry, it would be hard to slow vehicles down once they

RTCM  
10/12/2015

enter the roundabout. Engineer Jay Austin stated a concern would be pedestrians in a crosswalk on the exit side because vehicles speed up inside the roundabout. He stated another safety concern would be vehicles slowing down to make a right turn into adjacent driveways.

In response to a question by Councilmember Ranta, Engineer Jay Austin stated alternative #4 uses pavement geometry through the curves slowed the driving speeds of the vehicles prior to the intersection. It is an approach to slowing vehicles down prior to the intersection, as opposed to signals being on a tangent. It is a different intersection control method that creates a curvature. Roundabouts are meant to look at vehicle speeds and make conflict points less within the roundabout. He stated those are the two main key points with these types of intersection control methods.

Mayor Phaup asked Council for any questions or comments about alternative #5.

Councilmember Ranta stated it is counterintuitive for alternative #5 to have a lower property damage only (PDO) rate than the other roundabout alternatives. Engineer Jay Austin stated it is an effect of the "T" intersection eliminating conflict points. He stated the reduction of conflict points between a 3-leg and 4-leg roundabout is what attributes the smaller amount of property damage only (PDO). That is based on data collected from roundabout sites across the United States. Engineer Jay Austin stated it is a research approach for the analysis.

In response to a question by Councilmember Egan, Engineer Jay Austin stated the data was collected for safety models at a 3-way roundabout versus a 4-way roundabout scenario to indicate the crash modification factors.

Councilmember Ranta asked for clarification about the rating of each direction for traffic delays and performance at Collins Road and Tripp Road for all scenarios. She asked if the performance rating takes into consideration all directions. Engineer Jay Austin stated yes, but alternative #6 received a level D rating because there is only one entering leg. He stated the rating went from a level D to a level A when adding one entry. Engineer Jay Austin stated small changes can make a big difference in the operational performance of roundabouts.

Mayor Phaup asked for questions or comments about alternative #6.

Councilmember Hill stated alternative #6 does not take out as many homes and it does not seem to be as intrusive. Engineer Jay Austin stated one goal was to create a through movement for Tripp Road so there is a consistent east/west movement.

Engineer Jay Austin stated the goal was to provide an objective look at all of the alternatives. He stated the goal was to provide an avenue for the Town to make a decision. He stated if Council wants to make a change to one of the alternatives, it is also an option to look at another aspect to one of the alternative.

Mayor Phaup asked Town Manager Sean Fox if the recommendation of the original engineering review indicated that Collins Road would need to be widened. Town Manager Sean Fox stated yes, the review indicated that the current traffic on Collins Road would double

RTCM  
10/12/2015

within the next 5 years. He stated that was the justification to widen Collins Road from U.S. Hwy 80 to Town East up to 4 lanes.

Councilmember Hill stated that if the traffic is going to double in the next 5 years then Sunnyvale should start increasing Collins Road to four lanes at the start of this project.

Mayor Phaup stated that the genesis of the study was because Council was concerned that widening Collins Road would stimulate more flow through traffic.

Councilmember Ranta stated that the short term solution to widening of Collins Road worked while the Town studied options for a long term solution. She stated data shows the roundabouts would have higher efficiency and better performance. She stated the final decision has an impact on everyone. She feels like two roundabouts is a more sensible solution. She stated the traffic signal would be just another temporary solution, where roundabouts can keep traffic flowing to make a gateway for the Town.

Mayor Phaup asked Town Manager Sean Fox if the time from beginning to finish on these options is 18 to 24 months. Town Manager Sean Fox stated about 18 months. Mayor Phaup asked if a decision was made by January 1, 2016, would it be completed by June of 2017. Town Manager Sean Fox stated that it would be completed by June of 2017.

In response to a question by Mayor Phaup, Town Manager Sean Fox stated the project would be completed halfway through the five years indicated in the traffic impact analysis.

Mayor Phaup asked if the 18 month period for the construction is from U.S. Hwy 80 on Collins Road to Tripp Road or north of Tripp Road. Town Manager Sean Fox stated the 18 month period for construction goes north of Tripp Road up to the church. He stated it does not go beyond that.

In response to a question by Mayor Phaup, Town Manager Sean Fox stated the next segment from the church to Town East Blvd. would need to be started 18 months later.

Mayor Phaup opened public hearing.

Jennie Titsworth, 402 E. Tripp Road, Sunnyvale, Texas, stated she is a mom of 4 boys. She is afraid the roundabouts will be the entertainment for teenagers when they first get their license. She stated she is against roundabouts. She stated she likes the two signals because the current signal has made a big difference.

Debra Franklin, 629 Pecan Creek Drive, Sunnyvale, Texas asked how much the Town's portion would be of the contract with Dallas County. She also asked if the two companies that handled the traffic evaluation study and the roundabout study were connected. Town Manager Sean Fox stated the traffic evaluation study was done by the Town Engineer. He stated that Council had been careful that roundabouts were not the only option considered.

Debra Franklin asked if there will 5 roundabouts. Mayor Phaup stated that has not been discussed yet. He stated the concepts are far from finalized. Mayor Phaup stated the widening of Collins Road from U.S. Hwy 80 to Tripp Road has been on the books for over 10 years, the

RTCM  
10/12/2015

Town just never started the project. Debra Franklin stated she remembered seeing the widening of Collins Road on the books. She stated she is against the roundabouts. She stated she felt like the younger generations and older generations would have a hard time adjusting to roundabouts.

Teddy Jones, 116 N. Paschall Road, Sunnyvale, Texas, stated he wanted to point out to Councilmember Ranta that reverse traffic flow would not be an option with roundabouts when wrecks happen or if a water line breaks under the road. The road would be shut down. He stated signals would continue to work during these events, and Public Safety can change the lights with Opticom.

Meg Brown, 108 East Fork Road, Sunnyvale, Texas, stated that she came to love roundabouts because she lived in a place that had roundabouts. She stated traffic flow was markedly different and people were able to reach their destination faster. She stated that people do learn how navigate roundabouts.

Jerry Puckett, 538 E. Tripp Road, Sunnyvale, Texas, stated with roundabouts there are a lot of problems. He stated he is concerned about the children and cyclists of Sunnyvale. He stated children are not able to walk. He stated pedestrians are not able to go anywhere in roundabouts. He asked Council to look at long term solutions and put in what is good for cars, children and bicycles. Councilmember Egan asked if he was for signalization because it is clear he is not for roundabouts. Jerry Puckett stated the intersections need to be controlled with signal lights. He stated it is not confusing for people that are not from Sunnyvale.

James Mepurathu 215 Medina Lane, Sunnyvale, Texas, stated the 6 alternatives seem like a temporary solution. He stated he has never seen a roundabout. He stated the easiest way would be to have north and south or east and west. He stated he appreciates Council but he disagrees with some of the Councilmembers.

Katherine Geddie, 504 Llano Lane, Sunnyvale, Texas, stated she is a former Assistant Principal at Rockwall-Heath High School and roundabouts were not a problem for the teenagers. She stated it could be confusing for people that are not residents of Sunnyvale and visitors to high school football games. She stated traffic signals look to be most aesthetically pleasing.

Ronnie Hay, 510 Llano Lane, Sunnyvale, Texas, stated Stoney Creek is a massive subdivision. He stated 3 out of 4 homes there will have children that will be attending the schools and he is not comfortable with children crossing the street where traffic does not have to stop.

Michael Bailey, 508 Llano Lane, Sunnyvale, Texas, stated he is concerned about the costs and the safety of children with roundabouts. He stated he likes the cost of the traffic signals and he feels like two traffic signals are not any safer than two roundabouts.

Nancy Keim, 506 E. Tripp Road, Sunnyvale, Texas, stated roundabouts work well. She stated it cuts down on frustration. She feels like it is minor when talking about safety of children and pedestrians. She stated two signals will not be able to handle the projected growth. She stated she supports Councilmember Ranta.

John Noster, 120 Lakeview Drive, Sunnyvale, Texas, stated everyone should go drive through a roundabout to see how it works. He stated signal lights would be too close together to be timed properly for traffic control. He stated he feels like alternative #6 would be the best for a long term solution.

Don Kline, 386 Sandy Creek Drive, Sunnyvale, Texas, stated he agrees that people should drive roundabouts. He stated people can adapt to roundabouts. He stated it would be nice to have a two lane road in front of the schools.

Councilmember McNeill stated he would be interested to see Tripp Road offset by 60-70 yards. He stated two intersections with one intersection solution and the alignment of Tripp Road would be in the best interest of the Town for a long term solution. He stated he is less concerned about particular solutions and, more concerned about doing something about the intersection while there is an opportunity to get assistance from Dallas County.

Councilmember Wade asked if the Tripp Road intersection goes away in alternative #4. He stated they have the ability to access Collins Road via the roundabout or other streets. He asked if you are going north on Collins Road and want to go west on Tripp Road do you have to use the roundabout. Engineer Jay Austin stated for northbound to westbound movement vehicles enter the roundabout and make a U-turn movement to exit onto Tripp Road.

Mayor Phaup stated he and Councilmember Ranta were concerned about pedestrian access. Engineer Jay Austin stated each leg would have a crosswalk on the entry and departure points. He stated in roundabouts pedestrians only cross one lane of traffic, and the medians provide refuge for pedestrians before they cross the next leg. Engineer Jay Austin stated when a pedestrian crosses at a traditional intersection; they have to navigate across two directions of traffic. He stated there are more conflicts for pedestrians to work with at a traditional intersection.

Councilmember Hill stated she suggests Council take a bus trip to see how the roundabouts operate. She stated she went to five points in Mesquite to check out a roundabout at 5:00 p.m. on a Friday, and traffic moved very well. She stated it might be helpful to see several roundabouts to get an idea of how well they work.

Councilmember Ranta stated Rowlett has a roundabout; it is close to Sunnyvale, and next to a school. She stated she observed that roundabout at peak school hours and she invites everyone to do the same.

Councilmember Egan stated he was in Indiana and Kentucky and roundabouts appear to be popular. He stated he does not know how he feels about roundabouts.

Mayor Phaup stated he would like some examples of other communities that are contemplating something similar. Town Manager Sean Fox stated he would like to reach out to Frisco because they are contemplating putting 8 roundabouts near their schools. He stated he realizes public education will be important.

RTCM  
10/12/2015

Councilmember Ranta asked if there are any cities with anything comparable to having a double roundabout. Town Manager Sean Fox stated the closest one he knows about is Kennedale. He stated there is 120 yards between the two roundabouts and they are located at a school. He stated Kennedale had the high school kids get involved on the design of the roundabouts. He stated it is a little more spread out than what Sunnysdale will be, but it is a double roundabouts.

Mayor Phaup asked for clarification about the impact of the collision cost factors on each alternative because they contributed to the disparity in total cost. He stated when that line item is taken away the costs are fairly close. He stated safety is always a concern but this needs to have more visibility or perspective.

### **PUBLIC HEARING**

Open or continue public hearing, consider testimony and other information provided, close public hearing, and take necessary action with respect to the following:

**4. APPLICANT : TOMMY SATTERFIELD**  
**AT OR ABOUT: 334 LARKIN ROAD**  
**REQUEST: CONDITIONAL USE PERMIT FOR AN ACCESSORY DWELLING UNIT**

Director of Development Services Rashad Jackson stated the applicant owns the property located at 334 Larkin Road. The property is currently zoned SF-1 and is approximately 2 acres in size. The applicant is requesting a conditional use permit to construct an accessory dwelling at the rear of the subject property. The dwelling would be approximately 1,800 square feet and constructed of masonry with a 30 year composition roof. The existing principal home on the lot is approximately 3,000 square feet in size. The main home is constructed of masonry.

In Chapter 7 of the zoning ordinance, Section 7.3.G. establishes that accessory dwelling units are allowed by conditional use permit (CUP) pursuant to Section 19.1. Section 19.1.B establishes minimum development standards for accessory dwelling units (maximum number of stories, minimum lot size, masonry requirements and maximum wall height). Upon review, staff notes that the applicant fails to meet the following requirements of Section 19.1.B. The applicant requests approval of variations from these standards.

Number of Stories: Section 19.1.A.4, "The overall height of an accessory building or accessory dwelling unit is not to exceed one-story." (Note: The applicant is proposing an accessory dwelling unit with a second story attic.)

Wall Height: Chart 19.1 states the maximum wall height shall be 10 feet. The wall height is measured from the top of the building foundation to the top of the plate line supporting the roof. The proposed building has varying wall height elevations. The height point of the roof is 24'-6". The tallest plate line is approximately 15 feet, which exceeds the allowed wall height.

### Building Size Analysis

The zoning ordinance notes the following with regard to maximum accessory building size:

The accessory dwelling shall not have a setback less than the primary structure from the front lot line, nor less than ten (10) feet from either side line, nor may it occupy more than ten (10) percent of the minimum required rear yard (i.e., building foot print).

Public notice was provided to the Town's Official Newspaper for publication on September 1, 2015. Letters were also sent to property owners within 400' on September 10, 2015. The total number of letters sent was seven (7). As of the release of the staff memo, no responses had been received.

#### Staff Recommendation

In the Planning and Zoning Commission's and Town Council's consideration of the application, changes or variations to district standards can be considered. Section 24.2 of the zoning ordinance reads as follows:

24.2.A: Whenever an applicant for a conditional use permit seeks to vary or waive any of the regulations or standards applicable within the zoning district, he shall clearly identify such variation or waiver on the site plan required by this chapter.

24.2.B: In order to implement the purposes of this chapter, the Town Council may grant variations or waivers to zoning district standards that have been requested by an applicant and specifically identified in the application, only if it determines that the proposed use is appropriate for the site and that such variations or waivers are necessary to render the use compatible with adjoining land uses and consistent with the purpose of the district in which the use is proposed.

24.2.B: Any attempt to vary or waive a zoning district standard that is not specifically identified in the application for the conditional use shall be void.

Final approval of the variation requests made by the applicant would be left up to Planning & Zoning and Town Councils' discretion. The applicant is capable of meeting the standard requirements for an accessory dwelling but has requested variations to the overall building height and one-story limit requirement. Staff notes that the proposed changes are consistent with the design of the principal building. The proposed location of the building would likely not adversely affect the surrounding neighborhood. Staff is open to considering the applicants variation requests as long as all other details (final building plans) of the proposed building meets the standards set forth by the Sunnyvale zoning ordinance, building code and fire code.

In response to a question by Councilmember Wade, Director of Development Services Rashad Jackson stated this lot is zoned Single-Family 1 (SF1) which requires the lots to be 2 acres. The lot is currently 2 acres.

Councilmember Wade stated this is not the same as an apartment; it is the size of another house. He stated it is almost the same size as the first house. Director of Development Services Rashad Jackson stated a memo went out in March that stated the accessory dwelling unit may not be sold separately from the sale of the entire property; the principle dwelling unit may not be leased or sublet. Mayor Phaup stated the concern is an application for rezoning.

RTCM  
10/12/2015

Applicant Tommy Satterfield stated the ordinance will not allow for a separate meter. He stated it is a 2 acre lot and the owners know it will be a problem to subdivide. Councilmember Egan stated that the owner of this property can work the acreage out because he owns enough property around this lot. Applicant Tommy Satterfield stated he would need to come back to Council for a replat and it could be stopped at that point.

Councilmember Egan stated he does not have a problem with the structure being built. He stated he does have a problem setting a precedent with another house being built that is classified as an accessory dwelling on a lot that is 2 acres.

Councilmember Wade stated the Ordinance requires two acres to build a home. This is two equal size houses on a two acre lot. Councilmember Egan stated the Town does not qualify the difference between a dwelling and a house. Applicant Tommy Satterfield stated he could only go by the guideline that states accessory buildings is 10% of minimum required rear yard which is 3,200 square feet or it has to be smaller than the present residents.

Mayor Phaup asked what the distance is from the rear of the accessory dwelling to the rear property line. Applicant Tommy Satterfield stated 10 foot, which is the minimum.

In response to a question by Councilmember McNeill, Director of Development Services Rashad Jackson stated a primary residence would have to be 120 feet off the property line but since is it an accessory dwelling you can put the same size house 10 feet off the property line.

Councilmember Hill asked why it needs to be more than one story. Applicant Tommy Satterfield stated the additional story would be used for storage, otherwise the owner would ask for an accessory building later. Councilmember Wade asked if it is a 28,000 square foot house with no garage. Applicant Tommy Satterfield stated no it is a carport under roofline. Councilmember Hill asked if it has doors on it. Applicant Tommy Satterfield stated they are at the back.

Mayor Phaup opened public hearing. Mayor Phaup closed the public hearing.

Councilmember Egan stated he understands Councilmember Ranta's point that the Martinez's owns all of the land around this lot and they are the ones that will be impacted. He stated they are the ones that will try to do the subdividing. He stated if they did try to do the divide out, there is only enough property to do the one zoning. He stated it would only be an issue if the Martinez's landlocked themselves. He stated they are not landlocked right now, so it is not an issue.

Motion was made by Councilmember Egan, seconded by Councilmember Ranta to approve 334 Larkin Road, conditional use permit for an accessory dwelling, subject to successful obtainment and completion of all Staff conditions. Motion passed 6/0. Mayor Pro-Tem George was absent.

Mayor Phaup stated the applicants for items 5, 6 and 7 are absent. He recommended tabling the items until the applicants can appear.

**5. APPLICANT: MARK TAYLOR, P.E. – NAAN GROUP**  
**AT OR ABOUT: 3615 BELTLINE ROAD**  
**REQUEST: MINOR PLAT – NAAAM RETAIL ADDITION FINANCE**

The subject property is located at or about 3615 and 3700 Beltline Road. With this minor plat request, the applicant proposes to consolidate three existing parcels in this area into one developable lot. The proposed consolidation of the parcels would create a 1.1484 acre lot. The resulting lot would allow for more lot frontage along Belt Line Rd. which would enable the property owner the ability to develop the land in accordance with the provisions of the zoning ordinance for the Local Retail District. The applicant proposes to develop a medical office center.

As noted, the property is located within the Local Retail (LR) zoning district, along Belt Line Road, which has been identified within the Thoroughfare Plan as an arterial roadway. Properties along an arterial roadway are to have a lot width of 200'. Given that the properties are located within a retail district, the existing size and configuration of the 3 parcels would make it difficult for development to occur.

Prior to this minor plat request, a variance was granted by the Board of Adjustments on January 5, 2015 to allow for a 179' lot width as opposed to the required 200' lot width requirement.

Notice was published within the Town's Official Newspaper on September 2nd. Letters were also provided to surrounding properties meeting the distance requirements as provided within the Ordinance. Sixteen (16) letters were sent. As of the writing of this staff memo, no letters had been returned either in favor or in opposition of the request.

Town staff has the following comments/recommendation for consideration:

1. Town staff comments, as stated within the letter sent to the applicant on 09.04.15, must be satisfactorily addressed prior to construction.
2. Prior to construction, a site plan will be required to be approved through standard Town procedures.

Motion made by Councilmember Egan, seconded by Councilmember McNeill to table Mark Taylor, P.E. – Naan Group, 3615 Beltline Road, minor plat, - Naaam Retail Addition Finance, until October 26, 2015, and with all members voting affirmative, the motion passed 6/0. Mayor Pro-Tem George was absent.

**6. APPLICANT: ANTONIO OLIVERIA (JONATHAN SPARKS) (FOR O&C SERVICES)**  
**AT OR ABOUT: 120 CLAY RD AND NORTH ASTON DR**  
**REQUEST: REPLAT – BLOCK B WITHIN SUNNYVALE INDUSTRIAL PARK**

The applicant is requesting approval for a replat for two lots located along North Aston Drive in the Sunnyvale Industrial Park. Currently the parcel of land in question (120 Clay Road) is vacant and not platted per Sunnyvale & DCAD records. The original plat for the Sunnyvale Industrial area shows the subject area being part of a single 2.05 acre tract. In order to develop

RTCM  
10/12/2015

their lot, the applicant proposes to plat their 1.0678 acre portion as a single lot. The process has required a replat of the entire block.

The property is currently zoned Industrial. O&C Services is a ceramic industry maintenance and service firm. The company constructs, maintains and repairs ceramic industry equipment. The company wishes to expand their business and move to the proposed location.

Public notice was provided to the Town's Official Newspaper for publication on September 2, 2015. Letters were also sent to property owners within 400' of the subject property on September 10, 2015. The total number of letters sent was ten (10). As of the release of the staff memo, no responses had been received in favor or against.

Town staff has the following comments/recommendation for consideration:

Town staff comments, as stated within the letter sent to the applicant on September 17, 2015, must be satisfactorily addressed prior to construction.

Motion was made by Councilmember Hill, seconded by Councilmember Ranta, to table Antonio Olivera (Jonathan Sparks) (For O&C Services), 120 Clay Rd. and North Aston Dr., replat – Block B within Sunnyvale Industrial Park, until October 26, 2015, and with all members voting affirmative, the motion passed 6/0. Mayor Pro-Tem George was absent.

**7. APPLICANT: JONATHAN SPARKS TRINITY GROUP (FOR O&C SERVICES)**  
**AT OR ABOUT: 120 CLAY RD AND NORTH ASTON DR**  
**REQUEST: SITE PLAN – O&C SERVICES WITHIN SUNNYVALE INDUSTRIAL PARK**

The applicant is requesting approval for a site plan for a 1.0678 acre parcel located along North Aston Drive in the Sunnyvale Industrial Park. The property is currently zoned Industrial and will maintain this zoning classification. O&C Services is a ceramic industry maintenance and service firm. The company constructs, maintains and repairs ceramic industry equipment. The company wishes to expand their business and move to the proposed location.

Currently the parcel of land in question is vacant and not platted per Sunnyvale & DCAD records. The applicant has submitted a replat concurrently with this site plan application.

The applicant proposes to build 10,262 sq. ft. building constructed of a stone, metal, concrete, or split-face block veneer. The building will consist of an office area and warehouse facility. The office section of the building will have a masonry façade. The warehouse will have a masonry veneer along the lower portions of the building in a wainscot style. Masonry material will also be used for architectural details throughout the design of the front elevation and corner of the facades.

The Sunnyvale Zoning Ordinance requires all buildings within 300' of a right of way to be constructed with 90% masonry. The applicant received a variance from this requirement from the Sunnyvale Board of Adjustment on June 1st, 2015. The applicant desired to have only a portion of the building to be brick or stone veneer with the remainder being metal, concrete, or split-face block. There are roads on three (3) sides of the property, and the lot is unusual in

RTCM  
10/12/2015

shape. Due to the unusual shape of the lot and being bordered by public roads on three sides, the applicant desired for the 90% masonry veneer requirement to be waived. Initially, this issue came before the Board of Adjustment on May 4, 2015 and was tabled to allow the applicant additional time to work with staff and refine their request/presentation. The Board did provide recommended guidelines of 100% masonry on the front office portion and 35% on the two sides as a possible compromise. Taking the 100% masonry front elevation into consideration, the board allowed for the variance so as long as a minimum of 35% of the building was clad in a masonry veneer. The applicant has submitted site plan elevations that meets the agreed upon percentages.

Public notice was provided to the Town's Official Newspaper for publication on September 2, 2015. Letters were also sent to property owners within 400' of the subject property on September 10, 2015. The total number of letters sent was ten (10). As of the release of the staff memo, one (1) response had been received in favor.

Request from Olive & Cross, LLC for a Variance from Section 20.8 Building Materials for Structures #2.d.Non-Residential Industrial District (1) exterior walls of all buildings facing and within 300' of a dedicated street shall be 90% masonry veneered for a proposed building to be constructed at or about 120 Clay Road.

Town staff comments, as stated within the letter sent to the applicant on September 04, 2015 must be satisfactorily addressed prior to construction.

Motion was made by Councilmember McNeill, seconded by Councilmember Egan to table Jonathan Sparks Trinity Group (For O&C Services), 120 Clay Rd. and North Aston Dr., Site Plan – O&C Services within Sunnyvale Industrial Park, until October 26, 2015, and with all members voting affirmative, the motion passed 6/0. Mayor Pro-Tem George was absent.

**8. DISCUSS AND CONSIDER FIRST READING OF AN ORDINANCE OF THE TOWN OF SUNNYVALE, TEXAS, AMENDING TOWN CODE OF ORDINANCES ARTICLE 13.1100 IMPACT FEES; ADOPTING UPDATED LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLANS AND IMPACT FEES FOR WATER, WASTEWATER AND ROADWAY FACILITIES; ADOPTING REVISED SCHEDULES 1 AND 2; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR CONFLICTS; AND PROVIDING A SEVERABILITY CLAUSE.**

Director of Development Services Rashad Jackson stated as our impact fee regulations/ordinances related to roadways and water fees are both currently out of date, in early 2015, Freese and Nichols was selected to draft an update to our impact fees and capital improvement plan. Working with Town Staff and our Capital Improvement Advisory Committee (CIAC), FNI has submitted draft reports and proposed impact fees for adoption. The CIAC has also submitted a recommendation for Council review. FNI will present the report findings.

Staff recommends approving the recommendation from the Capital Improvement Advisory Committee.

Engineer Eddie Hines presented the roadway construction for the project.

RTCM  
10/12/2015

In response to a question by Mayor Phaup, Town Secretary Leslie Black stated the Homestead Amenity Fund shows a reserve for the developer's contribution and it defines what eligible projects are approved for that fund.

Councilmember Wade stated his concern is with the upcoming approval of new homes, traffic will increase tremendously at Jobson to Tripp and Tripp to Beltline. He stated the traffic is already bad at these points before the new homes are approved. Engineer Eddie Hines stated those things can be included as part of another Town capital improvement plan (CIP). The list Freese & Nichols has is very specific to how new growth is going to pay.

Councilmember Wade stated what worries him is that those intersections were in the 2002 plan, it has been that way for the last 13 years. He stated those intersections are being taken out at a time that the Town is significantly expanding. He is concerned about taking some of those out that are long overdue.

Councilmember Hill asked if they do not meet the criteria because it is not a full curb and gutter lane, then they cannot be in this particular impact fee study, but they could still be done. Engineer Eddie Hines stated they can come back and add that later.

Mayor Phaup asked were they designated as impact fees. Engineer Eddie Hines stated yes they were designated as impact fees in the 2002 program. He stated all they could find in the report was asphalt turn lanes. Mayor Phaup asked him to go back and look at that again versus the original Ordinance because there may be a finer line where the project can still be done outside of the conditional use permit (CUP).

Engineer Melissa Brunger presented the water and waste water portion of the project.

Mayor Phaup stated when comparing the water service area and what is available, north of Town East has the most availability. He stated non-residential is the same situation but the availability is south of U.S. Hwy 80. He stated the Town is adamantly adding that 10 year cycle in projects. He stated all water projects are south of Town East Blvd. or east of Collins Road. He stated he wants to optimize the impact fee opportunity on residential development. Mayor Phaup stated it is the undefined area where the Town needs to optimize impact fees. He stated this is could be the last chance to capture and optimize impact fees with residential growth.

Mayor Phaup stated based on everything he has heard there is a shot at justifying more than 50%. Engineer Eddie Hines stated in the grand scheme of \$40 million dollars for roadway improvement and water improvements, it is small. He stated the 10 year growth will consume 74% of the capital improvement program (CIP) for roads.

Mayor Phaup stated impact fees should be there for the projects that are coming up. He stated he this is a one-time opportunity and he wants to optimize that opportunity. He stated Sunnyvale will be at 90% build out in 20 years. He is thinking about the northern 1/3 part of Town and optimizing on the impact fees.

Mayor Phaup opened the Public Hearing.  
Mayor Phaup closed the Public Hearing.

Motion was made by Councilmember McNeill, seconded by Councilmember Hill to approve amending Town Code of Ordinances Article 13.1100 impact fees; adopting updated land use assumptions, capital improvements plans and impact fees for water, wastewater and roadway facilities; adopting revised schedules 1 and 2; providing an effective date; providing for conflicts; and providing a severability clause, residential impact fees at 50% for roadway, water, and wastewater, non-residential at 50% for water and wastewater, 20% for roadway and 1 of the amended Ordinances, 25% for 2 forward amended Ordinances, with all members voting affirmative, the item passed 6/0. Mayor Pro-Tem George was absent.

**9. DISCUSS AND CONSIDER FIRST READING OF AN ORDINANCE AMENDING ZONING ORDINANCE NO. 324 DULY PASSED BY THE TOWN COUNCIL ON JANUARY 31, 2000; AND AS AMENDED FROM TIME TO TIME; SO TO ADD A DEFINITION FOR USED MERCHANDISE STORE TO CHAPTER 2 DEFINITIONS, AND TO ADD USED MERCHANDISE STORE AS A USE TO CHAPTER 3.9 NON-RESIDENTIAL USES CHART 3.4 NON-RESIDENTIAL USE SUMMARY CHART; PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR A SEVERABILITY CLAUSE.**

Director of Development Services Rashad Jackson stated direction was provided to Town staff to propose an amendment to the zoning ordinance to include provisions for Used Merchandise Stores. Town staff has prepared such an amendment for review and consideration by the Planning & Zoning Commission and Town Council. Town staff has reviewed other city ordinances as a benchmark and established an appropriate definition and implementation approach for Sunnyvale. Staff proposes that used merchandise stores would be required to obtain a conditional use permit prior to approval. Commercial and retail districts were selected as appropriate zoning districts for such uses.

Public notice was provided to the Town's Official Newspaper for publication on September 2, 2015. Given that this is a text amendment initiated by the Town, which does not specifically affect one property, written letters were not provided to specific property owners.

Town staff is seeking final approval, if warranted.

Councilmember Wade stated he was surprised that it is a conditional use permit (CUP). He asked if Sunnyvale is opening up to discretion. Director of Development Services Rashad Jackson stated he has not had that problem.

Mayor Phaup opened the Public Hearing. Mayor Phaup closed the Public Hearing.

**MAYOR & COUNCIL**

**10. MAYOR AND COUNCIL REQUESTS FOR FUTURE STAFF UPDATES AND AGENDA ITEMS.**

None

RTCM  
10/12/2015

**ADJOURN**

Mayor Phaup adjourned the meeting at 11:14 p.m.

The undersigned presiding officer certifies that this is a true and correct record of the proceedings.

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Mayor Jim Phaup

ATTEST:

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Leslie Black, Town Secretary

STCM  
10/24/2016



**TOWN OF SUNNYVALE  
SUNNYVALE TOWN COUNCIL  
SPECIAL MEETING  
CONFERENCE ROOM - 127 N. COLLINS RD  
MONDAY, OCTOBER 24, 2016  
6:00 P.M.**

<b>MAYOR</b>	<b>JIM PHAUP</b>	<b>ABSENT</b>
<b>MAYOR PRO-TEM, &amp; PLACE 2</b>	<b>SAJI GEORGE</b>	
<b>COUNCILMEMBER, PLACE 1</b>	<b>KARA RANTA</b>	
<b>COUNCILMEMBER, PLACE 3</b>	<b>MARK EGAN</b>	
<b>COUNCILMEMBER, PLACE 4</b>	<b>JIM WADE</b>	<b>ABSENT</b>
<b>COUNCILMEMBER, PLACE 5</b>	<b>KAREN HILL</b>	
<b>COUNCILMEMBER, PLACE 6</b>	<b>CHRIS MCNEILL</b>	<b>ARRIVED 6:32 P.M.</b>

**CALL MEETING TO ORDER**

Mayor Pro-Tem George called the meeting to order at 6:04 p.m.

**1. STAFF PRESENTATION ON PROPOSED PUBLIC ART POLICY.**

Sofia Usrey presented Council and Staff with a public art policy. She defined public art and outlined how it would be beneficial to Sunnyvale.

No action taken.

**ADJOURN**

Mayor Pro-Tem George adjourned the meeting at 6:55 p.m.

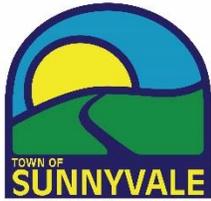
The undersigned presiding officer certifies that this is a true and correct record of the proceedings.

\_\_\_\_\_  
Mayor Jim Phaup

ATTEST:

\_\_\_\_\_  
Leslie Black, Town Secretary

RTCM  
10/24/2016



**TOWN OF SUNNYVALE  
SUNNYVALE TOWN COUNCIL  
REGULAR MEETING  
MONDAY, OCTOBER 24, 2016  
TOWN HALL - 127 N. COLLINS RD.  
7:00 P.M.**

<b>MAYOR</b>	<b>JIM PHAUP</b>	<b>ABSENT</b>
<b>MAYOR PRO-TEM, &amp; PLACE 2</b>	<b>SAJI GEORGE</b>	
<b>COUNCILMEMBER, PLACE 1</b>	<b>KARA RANTA</b>	
<b>COUNCILMEMBER, PLACE 3</b>	<b>MARK EGAN</b>	
<b>COUNCILMEMBER, PLACE 4</b>	<b>JIM WADE</b>	<b>ABSENT</b>
<b>COUNCILMEMBER, PLACE 5</b>	<b>KAREN HILL</b>	
<b>COUNCILMEMBER, PLACE 6</b>	<b>CHRIS MCNEILL</b>	

**INVOCATION**

Councilmember Hill led the invocation.

**PLEDGE OF ALLEGIANCE**

Mayor Pro-Tem George led the pledge of allegiance.

**CALL MEETING TO ORDER**

Mayor Pro-Tem George called the meeting to order at 7:02 p.m.

**PUBLIC FORUM**

Citizen may speak on any matter other than personnel matters or matters under litigation. No Town Council action or discussion will be taken until such matter is placed on the agenda and posted in accordance with law.

None.

**CONSENT AGENDA ITEMS 1 THROUGH 5:**

All items on the consent agenda are routine items and may be approved with one motion; should any member of the Town Council or any individual wish to discuss any item, said item may be removed from the consent agenda by motion of the Town Council.

1. **MINUTES OF TOWN COUNCIL SPECIAL MEETING – OCTOBER 10, 2016.**
2. **MINUTES OF TOWN COUNCIL REGULAR MEETING – OCTOBER 10, 2016.**
3. **MONTHLY REPORTS – SEPTEMBER 2016.**
4. **DISCUSS AND CONSIDER RESOLUTION 16-18: A RESOLUTION OF THE TOWN OF SUNNYVALE, APPROVING THE ENTERING INTO OF A SERVICE CONTRACT WITH DALLAS COUNTY, ON BEHALF OF THE DALLAS COUNTY SHERIFF FOR POLICE POTROL SERVICES.**

**5. DISCUSS AND CONSIDER RESOLUTION 16-19: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE APPROVING THE ENTERING INTO OF AN INTERLOCAL AGREEMENT WITH DALLAS COUNTY HOSPITAL DISTRICT DOING BUSINESS AS PARKLAND HEALTH & HOSPITAL SYSTEM FOR THE PURPOSE OF BIOMEDICAL ON-LINE SUPERVISION VIA BIOTEL.**

Motion was made by Councilmember Hill, seconded by Councilmember McNeill to approve Consent Agenda Items 1-5 as presented, and with all members voting affirmative, the items passed 5/0. Mayor Phaup and Councilmember Wade were absent.

**PUBLIC HEARING**

Open or continue public hearing, consider testimony and other information provided, close public hearing, and take necessary action with respect to the following:

**DEVELOPMENT SERVICES**

- 6. APPLICANT: DAVID SURDUKAN – SURDUKAN SURVEYING  
AT OR ABOUT: 222 COLLINS ROAD – SOUTH OF NANCE ROAD  
REQUEST: MINOR PLAT – SUNNYVALE AG BARN (S.I.S.D.)**

Director of Development Services Rashad Jackson stated the applicant is requesting approval for a minor plat in order to construct an Ag Barn for the Sunnyvale Independent School District. The building will be used by FFA students. The site is located south of Nance Road and east of Collins Road on the north end of the overall school site. The applicant proposes to construct a 3,000 square foot. barn at the subject location. The proposed plat adheres to the standards set forth in the zoning and subdivision ordinances.

Public notice was provided to the Town's Official Newspaper for publication on September 28, 2016. Letters were also sent to property owners within 400' of the subject property. The total number of letters sent was twenty-two(22). As of the release of the staff memo, one (1) response in favor had been received.

Town staff recommends approval of the minor plat. The proposed plat meets the standards set forth in the zoning & subdivision ordinance.

A request for a temporary gravel driveway was approved with the development site plan. The proposed driveway should meet the weight capacity standards for fire truck and EMS access. A permanent concrete drive shall be constructed for the FFA facility within 90 days of a definitive decision for the possible abandonment / future of Nance Road or within 90 days of the extension of Honsel Lane to the eastern school boundary.

Staff recommends approval.

Councilmember Egan asked if the building was moved to another location on the same piece of property. Director of Development Services Rashad Jackson stated it is south of Honsel. North of Honsel has not platted. North of Honsel would have to be platted before building there.

RTCM  
10/24/2016

Mayor Pro-Tem George opened Public Hearing. Mayor Pro-Tem George closed Public Hearing.

Applicant Dave Surdukan, 1397 County Road 480, Texarkana, TX., stated he is the representative for Sunnyvale Independent School District (SISD) concerning 222 Collins Road-South of Nance Road, Minor Plat-Sunnyvale Ag Barn.

Motion was made by Councilmember Egan, seconded by Councilmember Hill to approve 222 Collins Road – South of Nance Road and East of Collins Road, Minor Plat – Sunnyvale Ag Barn (SISD), and with all members voting affirmative, the item passed 5/0. Mayor Phaup and Councilmember Wade were absent.

## **TOWN SECRETARY**

### **7. DISCUSS AND CONSIDER APPOINTMENTS TO THE TOWN'S BOARD OF ADJUSTMENTS AND PLANNING AND ZONING COMMISSION.**

Town Secretary Leslie Black stated on September 12, 2016, the Town Council made appointments to the Boards and Commissions and left one vacancy each on the Board of Adjustments and the Planning & Zoning Commission.

One alternate vacancy remains on the Town's Planning & Zoning Commission. Resident Lauren Becker has expressed an interest in serving on P&Z.

The Town Council also needs to appoint a chairperson for the Board of Adjustments. Current member James Golder has stated he is interested in serving as the Chair.

Motion was made by Councilmember Ranta, seconded by Councilmember Egan to appoint Lauren Becker as alternate on Planning and Zoning with term expiring 2018, and with all members voting affirmative, the item passed 5/0. Mayor Phaup and Councilmember Wade were absent.

Motion was made by Councilmember Hill, seconded by Councilmember Egan to appoint James Golder as chairperson on Board of Adjustments with term expiring 2017, and with all members voting affirmative, the item passed 5/0. Mayor Phaup and Councilmember Wade were absent.

## **TOWN MANAGER**

### **8. DISCUSS AND CONSIDER AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT FOR ENGINEERING SERVICES FOR THE TOWN OF SUNNYVALE.**

Town Manager Sean Fox stated the Town of Sunnyvale has utilized the services of Freese & Nichols for its engineering services since October 2013. The previous contract, which expired on September 30, 2016 included a total of 1,040 hours (20 hours per week) at a cost of \$152,880. The updated contract encompasses the same terms, conditions and number of total hours at a 3 ½% increase in cost (\$158,231).

RTCM  
10/24/2016

At a previous budget session, Council inquired about the likelihood the Town could employ a full time engineer at the same or reduced cost. A sampling of neighboring communities provided showed Town/City Engineers salaries ranging from \$88,012 to \$185,359 with an average salary of \$117,185. Factoring in administrative & benefit costs (Insurance, TMRS, Payroll Taxes, Workers Comp, Buy Back, Unemployment), the average cost is \$152,340.

In addition to the salary, administrative and benefits costs, if the Town were to employ an in-house engineer, it would be recommended to budget \$10,000 to \$20,000 per year for a general services (on-call) contract for specialized engineering help (structural, geotechnical, transportation, environmental, etc.) that is usually beyond the expertise of a typical Town Engineer.

Under the current contract, the Town Engineer has been able to allocate hours within the contract towards specialists without negatively impacting the work load required of him. Additionally, FNI has software and expertise that would not normally be available to a smaller town, such as keeping our GIS maps up to date and studying the future Town East alignment. If done in-house, the Town would require both software and an employee(s) with the ability to effectively utilize the software.

Securing a general service (on-call) contract with a larger/multidiscipline consulting engineer firm would provide the Town access to experts in all Civil Engineering disciplines as well as perform specialized work when needed.

Staff recommends approval.

Councilmember Ranta asked if there is a need to go over 20 hours per week for engineering services. Director of Development Services Rashad Jackson stated there is not a need to go over 20 hours per week because Engineer Justin Brown from Freese & Nichols is very flexible. Town Manager Sean Fox stated Engineer Justin Brown is extremely efficient in managing the Town's demands and staying within the confines of the contract.

Councilmember Egan stated he understands this position requires a diverse skill set. He stated Sunnyvale is a small town and will continue to experience the growth that will require that level of expertise. He stated he is not sure that Sunnyvale needs an engineer for 40 hours a week. He thinks it would benefit Sunnyvale to hire a degreed Civil Engineer that does not have his Professional Engineer (P.E.). He stated in order for Director of Development Services Rashad Jackson, to have someone to work with in Engineering, it might be a good idea to hire someone to work under Engineer Justin Brown. He feels Sunnyvale has done a good job with Freese & Nichols.

Motion was made by Councilmember Egan, seconded by Councilmember McNeill to authorize Town Manager to execute an agreement for engineering services for the Town of Sunnyvale, and with all members voting affirmative, the item passed 5/0. Mayor Phaup and Councilmember Wade were absent.

Councilmember Ranta left at 7:24 p.m.

**MAYOR & COUNCIL**

## **9. MAYOR AND COUNCIL REQUESTS FOR FUTURE STAFF UPDATES AND AGENDA ITEMS.**

Councilmember Egan stated he did not see any citations in the school zone for 2016. He stated many people were speeding down Barnes Bridge. He stated the Town should consider parking old squad cars in various locations to help control some of the speeding. He stated he may see 1 squad car per week on Barnes Bridge and something needs to be done about the speeding on Barnes Bridge. He stated he is interested to know what citations were written for and where they were concentrated.

Councilmember Egan stated trash is becoming an issue on U.S. Hwy 80. A Town resident suggested kids clean up U.S. Hwy 80 in the past because it was a problem. He stated it is a community action that needs to be kept up.

Councilmember Egan stated he would like to see Sunnyvale obtain ownership of Barnes Bridge at the eastern end. He stated Sunnyvale needs to be able to control Barnes Bridge.

Councilmember McNeill stated he would like to revisit the certificate of obligation for Collins Road.

### **EXECUTIVE SESSION**

Recess into executive session pursuant to Chapter 551, Subchapter D of the Texas Government Code:

### **EXECUTIVE SESSION AGENDA:**

#### **A. SECTION 551.072 REAL PROPERTY**

To deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

#### **REAL ESTATE AT OR ABOUT THE NORTHEAST CORNER OF TRIPP AND JOBSON**

Motion was made by Councilmember Hill, seconded by Councilmember Egan to adjourn into Executive Session at 7:32 p.m., and with all members voting affirmative, the item passed 4/0. Mayor Phaup and Councilmember Wade were absent, and Councilmember Ranta left at 7:24p.m.

### **END OF EXECUTIVE SESSION**

Reconvene into open session and take any action necessary as a result of the Executive Session.

## **10. CONSIDER ANY OFFICIAL ACTION ON THE EXECUTIVE SESSION CLOSED MEETING ITEMS:**

#### **A. SECTION 551.072 REAL PROPERTY**

RTCM  
10/24/2016

To deliberated the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

**REAL ESTATE AT OR ABOUT THE NORTHEAST CORNER OF TRIPP AND  
JOBSON**

Mayor Pro-Tem George reconvened into open session at 8:37 p.m. and stated there was no action to be taken.

**ADJOURN**

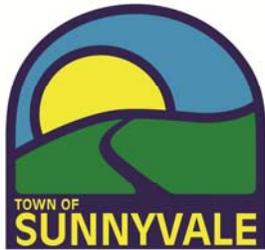
Mayor Pro-Tem George adjourned meeting at 8:37 p.m.

The undersigned presiding officer certifies that this is a true and correct record of the proceedings.

\_\_\_\_\_  
Mayor Jim Phaup

ATTEST:

\_\_\_\_\_  
Leslie Black, Town Secretary



# Town of Sunnyvale

Prepared By: Leslie Black

**Summary:**

**DISCUSS AND CONSIDER A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE APPROVING THE ENTERING INTO OF A HEALTH SERVICES CONTRACT WITH THE DALLAS COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES, CONCERNING THE TOWN OF SUNNYVALE'S PARTICIPATION WITH THE COUNTY OF DALLAS IN ESTABLISHING COORDINATED HEALTH SERVICES FOR THE TOWN, OPERATING CERTAIN HEALTH SERVICES FOR THE RESIDENTS OF THE TOWN, TO PROMOTE THE EFFECTIVENESS OF LOCAL PUBLIC HEALTH PROGRAMS, TO PARTICIPATE IN PROVIDING PUBLIC HEALTH SERVICES FOR THE RESIDENTS OF THE TOWN, AND TO FURTHER THE PUBLIC PURPOSE AND BENEFIT THE CITIZENS OF THE COUNTY AS A WHOLE.**

**Background:**

The attached Resolution approves a contract with Dallas County Health and Human Services to provide testing and vaccinations for Sunnyvale residents. The Town has participated in this program for numerous years.

**Analysis:**

The attached contract mirrors previous contracts and remains at a cost of \$99, which it has been the cost since at least Fiscal Year 2000.

**Fiscal Impact:**

\$99 fee which is included in this year's approved budget.

**Staff Recommendation:**

Staff recommends approval.

**RESOLUTION 16-20**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE APPROVING THE ENTERING INTO OF A HEALTH SERVICES CONTRACT WITH THE DALLAS COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES, CONCERNING THE TOWN OF SUNNYVALE'S PARTICIPATION WITH THE COUNTY OF DALLAS IN ESTABLISHING COORDINATED HEALTH SERVICES FOR THE TOWN, OPERATING CERTAIN HEALTH SERVICES FOR THE RESIDENTS OF THE TOWN, TO PROMOTE THE EFFECTIVENESS OF LOCAL PUBLIC HEALTH PROGRAMS, TO PARTICIPATE IN PROVIDING PUBLIC HEALTH SERVICES FOR THE RESIDENTS OF THE TOWN, AND TO FURTHER THE PUBLIC PURPOSE AND BENEFIT THE CITIZENS OF THE COUNTY AS A WHOLE.**

WHEREAS , the Town of Sunnyvale and the Dallas County Department of Health and Human Services are desirous of entering into that certain Agreement Between Dallas County, on behalf of Dallas County Health and Human Services, and the Town of Sunnyvale, Texas (attached hereto as Exhibit "1"), which provides for the Town of Sunnyvale (1) to participate with the County in establishing coordinated health services for the Town and Dallas County, (2) to allow the County to operate certain health services for the residents of the Town in order to promote the effectiveness of local public health programs, (3) to allow cities located within Dallas County to participate in providing public health services for their residents, and (4) to further the public purpose and benefit the citizens of the County as a whole (the "Agreement").

WHEREAS, the entering into of such Agreement and the utilization of the features in accordance therewith will promote the health, safety and general welfare of Sunnyvale citizens.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Sunnyvale, Texas as follows:

RESOLVED that the Agreement and all assurances and obligations contained therein is hereby approved in all respects;

RESOLVED further that the proposed Agreement is hereby authorized and approved and the Mayor of Sunnyvale is hereby authorized, empowered and directed to execute the Agreement for and on behalf of and in the name of the Town of Sunnyvale with such ministerial changes in the terms and provisions thereof as said Mayor shall in his sole discretion deem necessary and in the best interest of the Town of Sunnyvale, his signature being conclusive evidence that he did so deem any such changes to be necessary or desirable and in the best interest of the Town of Sunnyvale.

RESOLVED further that Leslie Black, the Town Secretary of the Town of Sunnyvale, is hereby authorized, empowered and directed to certify and attest any

documents which she may deem necessary or appropriate to consummate the transaction contemplated by the Agreement; and

RESOLVED further that this Resolution shall be effective when adopted;

And it is so resolved;

Passed and approved this the 14<sup>TH</sup> day of November, 2016.

**TOWN OF SUNNYVALE**

\_\_\_\_\_  
Jim Phaup, Mayor

ATTEST:

\_\_\_\_\_  
Leslie Black, Town Secretary

THE STATE OF TEXAS	§	INTERLOCAL AGREEMENT FOR
	§	COORDINATED HEALTH SERVICES
	§	BETWEEN DALLAS COUNTY, TEXAS, ON
	§	BEHALF OF DALLAS COUNTY HEALTH AND
COUNTY OF DALLAS	§	HUMAN SERVICES, AND THE TOWN OF
	§	SUNNYVALE, TEXAS

## 1. PARTIES

**Whereas**, Dallas County (“County”) has offered to provide certain health services to the various cities throughout Dallas County on a contract for services basis; and

**Whereas**, the Town of Sunnyvale, Texas (“Town”) desires to participate with County in establishing coordinated health services for Town and Dallas County; and

**Whereas**, County will operate certain health services for the residents of Town in order to promote the effectiveness of local public health services and goals (“Program”); and

**Whereas**, the cooperative effort will allow cities located within Dallas County to participate in providing public health services for their residents; and

**Whereas**, such cooperative effort serves and furthers the public purpose and benefits the citizens of County as a whole.

**Now therefore**, County, on behalf of Dallas County Health and Human Services (“DCHHS”), enters into this Interlocal Agreement (“Agreement”) with Town, pursuant to the authorities of the Texas Health and Safety Code Chapter 121, the Texas Government Code Chapter 791, and other applicable laws for health services to Town.

## 2. HEALTH SERVICES TO BE PERFORMED

- A. County agrees to operate the Program, which will include the following health services:
- 1) Tuberculosis Control Services: providing preventive, diagnostic treatment, and epidemiological services;
  - 2) Sexually Transmitted Disease Control Services: consisting of education to motivate people to use preventive measures and to seek early treatment, prophylaxis, epidemiological investigation, and counseling in accordance with County policy;
  - 3) Communicable Disease Control Services: providing information concerning immunization and communicable diseases and coordinating with the Texas Department of State Health Services (“DSHS”) in monitoring communicable diseases;
  - 4) Laboratory Services: performing chemical, biological, and bacteriological analysis

and tests on which are based diagnosis of disease, effectiveness of treatment, the quality of the environment, the safety of substance for human consumption, and the control of communicable disease.

- B. County agrees to provide to Town, in accordance with state and federal law, the following public health services:
- 1) Immunizations;
  - 2) Child health care;
  - 3) High risk infant case management; and
  - 4) Home visits.

County also agrees to work with Town in order to decentralize clinics and to plan and provide for desired services by Town; however, any other services that Town requires, in addition to the above mentioned services, may result in additional fees to Town.

- C. County agrees to charge a sliding fee based on ability to pay to all residents of every municipality, including Town, in Dallas County. The fees charged by County for the services listed in Section 2A of this Agreement will be used to offset the Town's Program costs for the next Agreement Term. A schedule of fees to be charged by County is set out in Exhibit A, attached and incorporated herein by reference for all purposes.
- D. County agrees that the level of service provided in the Program for Town will not be diminished below the level of service provided to Town for the same services in the prior Agreement Term except as indicated in Section 2E of this Agreement. For purposes of Section 2E, level of service is measured by the number of patient visits and number of specimens examined. County will submit to Town a monthly statement, which will also include the number of patient visits and number of specimens examined during the preceding month.
- E. The possibility exists of reductions in state and federal funding to the Program that could result in curtailment of services if not subsidized at the local level. County will notify Town in writing of any amount of reduction, and any extent to which services will be curtailed as a result. The notice will also include an amount that Town may elect to pay to maintain the original level of services. Town will notify County in writing no later than fourteen (14) calendar days after the date of Town's receipt of the notice of funding reduction as to Town's decision to pay the requested amount or to accept the curtailment of service. If Town elects to pay the requested amount, payment is due no later than forty-five (45) calendar days after the date of the notice of funding reduction.

### 3. BUDGET

- A. County agrees to submit to Town by July 31st of each year a proposed budget describing the proposed level of services for the next Agreement Term;
- B. For the Term of this Agreement, County agrees to provide the services listed in Section 2 of this Agreement at the level of services and for the amount stated in Exhibit D, which is attached and incorporated herein by reference for all purposes;
- C. Payment. Town shall pay County the following amount, as stated in Exhibit D, Ninety-nine and 00/100 Dollars (\$99.00), which is the agreed upon amount for Town's share of the total cost of the Program less federal and state funding.
- D. In lieu of paying the actual dollar amount stated in this Agreement, Town has the option, to the extent authorized by law, ordinances or policy, of making a request to negotiate for in-kind services that are equal in value to the total amount.
- E. This Agreement is contingent upon Town's appropriation of funds, or ability to perform in-kind services as described in Section 3D of this Agreement, for the services set forth herein. In the event Town fails to appropriate such funds, or provide in-kind services, County shall not incur any obligations under this Agreement.

### 4. ASSURANCES

- A. County shall operate and supervise the Program.
- B. Nothing in this Agreement shall be construed to restrict the authority of Town over its health programs or environmental health programs or to limit the operations or services of those programs.
- C. Town agrees to provide to County or assist County in procuring adequate facilities to be used for the services under this Agreement. These facilities must have adequate space, waiting areas, heating, air conditioning, lighting, and telephones. None of the costs and maintenance expenses associated with these facilities shall be the responsibility of County and County shall not be liable to Town or any third party for the condition of the facilities, including any premises defects.
- D. Town and County agree that other cities/towns/municipalities may join the Program by entering into an agreement with County that contains the same basic terms and conditions as this Agreement.
- E. Each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying party.

## 5. FINANCING OF SERVICES

- A. The health services provided under this Agreement will be financed as follows:
- 1) Town and County will make available to the Program all appropriate federal and state funds, personnel, and equipment to provide the health services included under this Agreement and will use best efforts to cause these funds and resources to continue to increase.
  - 2) Town shall pay to County, or provide in-kind services, its share of budgeted costs that are in excess of the federal and state funding for providing the health services under this Agreement. Budgeted costs shall not exceed those reflected in Exhibits B, C and D for the appropriate Agreement Term.
- B. County shall bill Town each month an amount equal to one-twelfth (1/12) of its share of annual budgeted costs that exceed federal and state funding for the expenses of the preceding month.
- C. Any payment not made within thirty (30) calendar days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.
- D. Town and County agree that no more than ten percent (10%) of the Town's cost of participating in the Program will be used for administration of the Program.

## 6. TERM

The Term of this Agreement shall be effective from October 1, 2016 through September 30, 2017, unless otherwise stated in this Agreement.

## 7. TERMINATION

- A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) calendar days prior written notice to the other party.
- B. With Cause: Either party may terminate the Agreement immediately, in whole or in part, at its sole discretion, by written notice to the other party, for the following reasons:
- 1) Lack of, or reduction in, funding or resources;
  - 2) Non-performance;
  - 3) The improper, misuse or inept use of funds or resources directly related to this Agreement;
  - 4) The submission of data, statements and/or reports that is incorrect, incomplete and/or false in any way.

## 8. RESPONSIBILITY

County and Town 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 Town 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.

## 9. INSURANCE

Town and County agree that they will, at all times during the Term of this Agreement, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws. Town and County will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

## 10. ACCESS TO RECORDS RELEVANT TO PROGRAM

Town and County agree to provide to the other upon request, copies of the books and records relating to the Program. Town and County further agree to give Town and County health officials access to all Program activities. Both Town and County agree to adhere to all applicable confidentiality provisions, including those relating to Human Immunodeficiency Virus (HIV) and Sexually Transmitted Disease (STD) information, as mandated by federal and State law, as well as by DSHS.

## 11. NOTICE

Any notice to be given under this Agreement shall be deemed to have been given if reduced to writing and delivered in person by a reputable courier service or mailed by Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request shall be deemed to have been given, if by courier, at the time of delivery, or if by mail, three (3) business days subsequent to the deposit of the notice in the United States mail in accordance herewith. The names and addresses of the parties' hereto to whom notice is to be sent are as follows:

### **Zachary Thompson, Director**

Dallas County Health & Human Services  
2377 N. Stemmons Freeway, LB 12  
Dallas, TX 75207-2710

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Town of Sunnyvale  
127 N. Collins Rd.  
Sunnyvale, TX 75182

## 12. IMMUNITY

This Agreement is expressly made subject to County's and Town's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that Town or County has by operation of law or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.

### **13. COMPLIANCE WITH LAWS AND VENUE**

In providing services required by this Agreement, Town and County must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and exclusive venue shall lie in Dallas County, Texas.

### **14. AMENDMENTS AND CHANGES IN THE LAW**

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

### **15. ENTIRE AGREEMENT**

This Agreement, including all Exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written.

### **16. BINDING EFFECT**

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

### **17. GOVERNMENT FUNDED PROJECT**

If this Agreement is funded in part by either the State of Texas or the federal government, County and Town agree to timely comply without additional cost or expense to the other party, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

### **18. DEFAULT/ CUMULATIVE RIGHTS/ MITIGATION**

In the event of a default by either party, it is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Both parties have a duty to mitigate damages.

## **19. FISCAL FUNDING CLAUSE**

Notwithstanding any provisions contained herein, the obligations of County and Town under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the Agreement and any extensions thereto. Town and County shall have no right of action against the other party in the event the other party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future Agreement Terms. In the event that County or Town is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, each party, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the other party at the earliest possible time.

## **20. COUNTERPARTS, NUMBER, GENDER AND HEADINGS**

This Agreement 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. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

## **21. PREVENTION OF FRAUD AND ABUSE**

Town and County shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving County or Town's employees or agents shall be reported immediately for appropriate action. Moreover, Town and County warrant to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. Town and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Each party shall, upon notice by the other party, refund their respective expenditures that are contrary to this Agreement.

## **22. AGENCY / INDEPENDENT CONTRACTOR**

County and Town agree that the terms and conditions of this Agreement do not constitute the creation of a separate legal entity or the creation of legal responsibilities of either party other than under the terms of this Agreement. County and Town are and shall be acting as independent contractors under this Agreement; accordingly, nothing contained in this Agreement shall be construed as establishing a master/servant, employer/employee, partnership, joint venture, or joint enterprise relationship between County and Town. Town and County are responsible for their own acts, forbearance, negligence and deeds, and for those of their respective officials, agents or employees in conjunction with the performance of work covered under this Agreement.

**23. SEVERABILITY**

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

**24. SIGNATORY WARRANTY**

Each person signing and executing this Agreement does hereby warrant and represent that such person has been duly authorized to execute this Agreement on behalf of Town or County, as the case may be.

**DALLAS COUNTY:**

**TOWN OF SUNNYVALE:**

\_\_\_\_\_  
By: Clay Lewis Jenkins  
Dallas County Judge

\_\_\_\_\_  
By: Town Manager/Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Recommended:**

**Attested:**

\_\_\_\_\_  
By: Zachary Thompson  
Director, DCHHS

\_\_\_\_\_  
By: Town Secretary

**Approved as to Form\*:**  
SUSAN HAWK  
DISTRICT ATTORNEY

**Approved as to Form:**

\_\_\_\_\_  
By: Melanie Barton  
Assistant District Attorney

\_\_\_\_\_  
By: Town 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).

## FY 2017 FEE SCHEDULE (PROPOSED)

**SEXUALLY TRANSMITTED**

Treatment	\$20 - \$45 (Sliding Scale)
Blood Drawing	\$5
Chemical Lesion Reduction	\$45
Medical Records Copies	\$5 each

**TUBERCULOSIS**

TB Testing-Level I (Office Visit)	\$30
TB Testing-Level II (Quantiferon)	\$50
Chest X-Ray Copies	\$5

**LABORATORY**

Wet Prep	\$6 each
Gram Stain	\$6 each
GC Culture	\$14 each
RPR	\$11 each
GEN Probe GC Screen	\$47 each
GEN Probe CT Screen	\$47 each
HIV Test	\$15 each
HIV Test - Rapid	\$20 each
Salmonella/Shigella	\$16 each
Chancroid Culture	\$10 each
MTD Testing for TB	\$40/ each
TB Culture & Concentration	\$25 each
TB Identification	\$15 each
TB Susceptibility	\$31 each
TB Acid Fast Stain	\$ 8 each

**NURSING SERVICE**

Hepatitis A Havrix*	\$45/Injection
Hepatitis B Vaccine*	\$50/Injection
Twinrix	\$80/Injection
Rabies (PE)	\$320/Injection
IPV	\$45/Injection
Pneumococcal*	\$105/Injection
Adacel (Pertusis)	\$60/Injection
HIB	\$35/injection
Japanese Encephalitis	\$330/Injection
Meningococcal (Menomune)	\$140/Injection
Typhoid (Polysaccharide)	\$75/Injection
Typhoid (Oral)	\$50/box
Yellow Fever Vaccine	\$160/Injection
Boostrix Vaccine	\$50/Injection
Influenza Vaccine*	\$20/Injection
Influenza (High Dose)	\$45/injection
Influenza (Intradermal)	\$30/injection
Rabies Administrative Fee/	
Serves State Vaccine	\$25
Foreign Travel Office Visit Fee	\$25
TD*	\$45/Injection

**ENVIRONMENTAL HEALTH**

Septic Tank Inspection	\$310/Commercial/Business
	\$260/Residential
Septic Tank Re-inspection	\$35/Residential
	\$85/Commercial
Food Establishment Inspection	\$150/yr./establishment
Half-Way Houses & Boarding	\$75/plus \$25 for each
Homes, Residential	additional unit on site
Mosquito Spraying for Non-	
contracting cities	\$185/ per hour
Water Sample	\$50
Mosquito Testing	\$35
Food Mgr. Cert. Program	\$100/per person
Food Mgr. Cert. Retesting	\$50/per person

Note: 1) # Indicates \$10 charge for State fee

**CRIMINAL TESTING**

Blood Draws	\$38
Buccal Swabs	\$38
Cryotherapy	\$15

**EARLY INTERVENTION CLINIC**

EIC Counseling Fee	\$5
EIC Medical Visit Fee	\$10

Comprehensive TB Testing & Evaluation (Incl. Chest X-ray)	\$80
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Pregnancy Test	\$20 each
Urinalysis	\$15 each
Dark Field	\$16 each
Herpes Culture	\$38 each
Herpes Type 1 & 2 Serology	\$50 each
Group A Strep	\$14 each
HIV-1 RNA Testing	\$115 each
Western Blot	\$75 each
Residual Clinical Specimens	\$5 each
	<i>Urine Screen:</i>
Neisseria Gonorrhoeae	\$47 each
Chlamydia Trachomatis	\$47 each
Lead Screen	\$10 each
Staphylococcus/Aureus Culture	\$17 each

Varivax*	\$135/Injection
Meningococcal (MCV4)*	\$130/Injection
Zostavax (Shingles)*	\$235/Injection
Gardasil (HPV)*	\$195/Injection
Hepatitis A (Pediatric)	\$35/injection
Hepatitis B (Pediatric)	\$30/injection
DT	\$60/injection
DTaP-HepB-IPV	\$85/injection
DTaP-IPV	\$60/injection
Rotavirus	\$125/injection
PCV13	\$160/injection
MMR*	\$80/Injection

***Communicable Disease Program:***

Hepatitis C Screening	\$35/Test
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***Immunization/VFC Program:***

DPT,DT,Hib,	\$5/Per child
Well Baby	\$5/Visit
Diabetic Testing	\$5/Test
Immunization Record	\$5 each
Foreign Travel Yellow Card	\$5 each

\*Note: Vaccines marked with asterisks are part of the Adult Safety Net Program (ASNP). Clients eligible to receive through the ASNP will be charged a fee of \$10/shot.

Day Care Center Inspections	\$2/per authorized child
Temporary Food Permit	\$75/plus \$10 per day
Funeral Home Inspection	\$200
FHA, VA, Conventional Loans	\$125/Licensed
	\$150/Unlicensed
Annual Group Home Inspection	\$50
Sub-division Plat Approval	\$200/Residential
	\$150/Commercial
Animal Control/Quarantine	\$7/per day
Animal Control/Vicious Animal	\$12/per day
Food Manager Re-certification	\$50/Test
W/Multiple Test Sites	

## EXHIBIT B

January, 2015 thru December, 2015

<i>Municipality</i>	<i>Tuberculosis</i>	<i>Sexually Transmitted Disease</i>	<i>Laboratory</i>	<i>Communicable Disease</i>
<i>Addison</i>	99	39	57	299
<i>Balch Springs</i>	206	120	371	176
<i>Carrollton</i>	751	191	603	572
<i>Cedar Hill</i>	251	235	171	390
<i>Cockrell Hill</i>	10	0	4	97
<i>Coppell</i>	107	25	16	265
<i>Dallas</i>	34504	8084	25204	24874
<i>Desoto</i>	599	299	261	554
<i>Duncanville</i>	361	170	285	339
<i>Farmers Branch</i>	472	56	212	247
<i>Garland</i>	3633	595	2492	394
<i>Glenn Heights</i>	89	58	58	67
<i>Grand Prairie</i>	1906	319	1457	1171
<i>Highland Park</i>	0	0	0	63
<i>Hutchins</i>	102	19	50	34
<i>Irving</i>	3783	684	2562	1715
<i>Lancaster</i>	391	326	293	229
<i>Mesquite</i>	1293	565	1312	883
<i>Richardson</i>	1663	108	334	628
<i>Rowlett</i>	500	41	105	114
<i>Sachse</i>	77	11	34	78
<i>Seagoville</i>	103	48	159	121
<i>Sunnyvale</i>	19	10	4	174
<i>University Park</i>	1	1	0	49
<i>Wilmer</i>	241	22	57	27
<i>Out of County</i>	1099	1517	64884	2021
<b>Total</b>	<b>52260</b>	<b>13543</b>	<b>100985</b>	<b>35581</b>

May 3, 2016

**DALLAS COUNTY HEALTH & HUMAN SERVICES  
FY '17**

**EXHIBIT C**

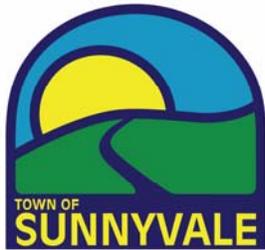
<b>Municipality</b>	<b>Tuberculosis</b>	<b>Sexually Transmitted Disease</b>	<b>Laboratory</b>	<b>Communicable Disease</b>	<b>FY 17 Contract Total</b>
<b>Addison</b>	\$3,944	\$4,771	\$1,057	\$4,573	\$2,500
<b>Balch Springs</b>	\$8,207	\$14,681	\$6,882	\$2,692	\$9,377
<b>Carrollton</b>	\$29,920	\$23,368	\$11,186	\$8,749	\$23,823
<b>Cedar Hill</b>	\$10,000	\$28,751	\$3,172	\$5,965	\$2,498
<b>Cockrell Hill</b>	\$398	\$0	\$74	\$1,484	\$1,232
<b>Coppell</b>	\$4,263	\$3,059	\$297	\$4,053	\$3,131
<b>Dallas</b>	\$1,374,657	\$989,040	\$467,532	\$380,467	\$1,754,252
<b>Desoto</b>	\$23,864	\$36,581	\$4,842	\$8,474	\$17,620
<b>Duncanville</b>	\$14,382	\$20,799	\$5,287	\$5,185	\$11,273
<b>Farmers Branch</b>	\$18,805	\$6,851	\$3,933	\$3,778	\$6,856
<b>Garland</b>	\$144,740	\$72,796	\$46,226	\$6,027	\$80,156
<b>Glenn Heights</b>	\$3,546	\$7,096	\$1,076	\$1,025	\$574
<b>Grand Prairie</b>	\$75,936	\$39,028	\$27,027	\$17,911	\$38,854
<b>Highland Park</b>	\$0	\$0	\$0	\$964	\$132
<b>Hutchins</b>	\$4,064	\$2,325	\$927	\$520	\$3,149
<b>Irving</b>	\$150,717	\$83,684	\$47,525	\$26,232	\$81,906
<b>Lancaster</b>	\$15,578	\$39,885	\$5,435	\$3,503	\$12,106
<b>Mesquite</b>	\$51,514	\$69,125	\$24,337	\$13,506	\$31,608
<b>Richardson</b>	\$66,255	\$13,213	\$6,196	\$9,606	\$23,756
<b>Rowlett</b>	\$19,920	\$5,016	\$1,948	\$1,744	\$4,925
<b>Sachse</b>	\$3,068	\$1,346	\$631	\$1,193	\$362
<b>Seagoville</b>	\$4,103	\$5,873	\$2,949	\$1,851	\$6,440
<b>Sunnyvale</b>	\$757	\$1,223	\$74	\$2,661	\$99
<b>University Park</b>	\$40	\$122	\$0	\$749	\$48
<b>Wilmer</b>	\$9,602	\$2,692	\$1,057	\$413	\$2,597
<b>Out of County</b>	\$43,785	\$185,599	\$1,203,592	\$30,914	\$77,142
<b>Total</b>	\$2,082,065	\$1,656,924	\$1,873,262	\$544,239	\$2,196,416

May 3, 2016

## EXHIBIT D

## FY'17 CONTRACT COSTS

MUNICIPALITIES	CONTRACT COST
ADDISON	\$2,500
BALCH SPRINGS	\$9,377
CARROLLTON	\$23,823
CEDAR HILL	\$2,498
COCKRELL HILL	\$1,232
COPPELL	\$3,131
* DALLAS	\$1,754,252
* DESOTO	\$17,620
* DUNCANVILLE	\$11,273
FARMERS BRANCH	\$6,856
* GARLAND	\$80,156
GLENN HEIGHTS	\$574
GRAND PRAIRIE	\$38,854
HIGHLAND PARK	\$132
HUTCHINS	\$3,149
IRVING	\$81,906
LANCASTER	\$12,106
* MESQUITE	\$31,608
* RICHARDSON	\$23,756
* ROWLETT	\$4,925
* SACHSE	\$362
* SEAGOVILLE	\$6,440
SUNNYVALE	\$99
UNIVERSITY PARK	\$48
* WILMER	\$2,597
* UNINCORPORATED	\$77,142
<b>TOTAL</b>	<b>\$2,196,416</b>



# Town of Sunnyvale

Prepared By: Leslie Black

## **Summary**

**DISCUSS AND CONSIDER RESOLUTION 16-xx: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE APPROVING AMENDMENT NO. 4 TO CONTINUE THE TERMS AND AGREEMENT OF THE HOUSEHOLD HAZARDOUS WASTE NETWORK (HHW NETWORK) TO PROVIDE TO THE CITIZENS OF THE TOWN OF SUNNYVALE A HAZARDOUS WASTE COLLECTION PROGRAM THROUGH THE FISCAL YEAR 2017 FROM OCTOBER 1, 2016 – SEPTEMBER 30, 2017.**

## **Background**

Resolution 12-15 approved an interlocal agreement to allow citizens of the Town of Sunnyvale to utilize the HHW program. The original agreement allows for options to renew for four (4) additional one-year terms. This proposal would be the fourth of the four years. A copy of the amendment has been attached for Council review. The proposed amendment extends the agreement for the Fiscal Year 2017.

## **Fiscal Impact**

\$5,000.00

## **Staff Recommendation**

Staff recommends approval.

## **Attachments**

- Resolution
- HHW Interlocal Agreement for FY2017

**RESOLUTION NO 16-21**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE APPROVING AMENDMENT NO.2 TO CONTINUE THE TERMS AND AGREEMENT OF THE HOUSEHOLD HAZARDOUS WASTE NETWORK (HHW NETWORK) TO PROVIDE TO THE CITIZENS OF THE TOWN OF SUNNYVALE A HAZARDOUS WASTE COLLECTION PROGRAM THROUGH THE FISCAL YEAR 2017 FROM OCTOBER 1, 2016 TO SEPTEMBER 30, 2017.**

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into contracts with other local governments and state agencies; and

WHEREAS, the Dallas County Commissioners Court adopted Court Order Number 94-751 establishing the HHW Network to coordinate the planning and of a HHW collection program; and

WHEREAS, the HHW Network has successfully served the residents of the participating cities since its inception in 1994 and is prepared to continue its services;

WHEREAS, On July 7, 2014, the Dallas County Commissioners was briefed on a request from the cities of the Dallas area Household Hazardous Waste Network to renew and revise the effective term and specify new fiscal year budgets for the Household Hazardous Waste Program Interlocal Agreement (agreement) that permits four additional one-year renewals for a five-year total contract term and was authorized by Court Order 2012-1223; and

WHEREAS, the Town of Sunnyvale, Texas (the "Town") and the County of Dallas, Texas (the "County") wish to renew the agreement (the "Agreement") to continue participation in the Household Hazardous Waste Network (the "HHW Network") to coordinate the planning and implementation of a hazardous waste collection program from October 1, 2016, through September 30, 2017; and

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Sunnyvale, Texas as follows:

RESOLVED that Amendment No.4 to the agreement as attached and all assurances and obligations contained therein is hereby approved in all respects;

RESOLVED further that Amendment No.4 is hereby authorized and approved and the Mayor of Sunnyvale is hereby authorized, empowered and directed to execute the Agreement for and on behalf of and in the name of the Town of Sunnyvale with such ministerial changes in the terms and provisions thereof as said Mayor shall in his sole discretion deem necessary and in the best interest of the Town of Sunnyvale, his signature being conclusive evidence that he did so deem any such changes to be necessary or desirable and in the best interest of the Town of Sunnyvale.

RESOLVED further that Leslie Black, the Town Secretary of the Town of Sunnyvale, is hereby authorized, empowered and directed to certify and attest any documents which she may deem necessary or appropriate to consummate the transaction contemplated by the Agreement; and

RESOLVED further that this Resolution shall be effective when adopted;

Passed and approved this the 14<sup>th</sup> day of November 2016.

TOWN OF SUNNYVALE

---

Jim Phaup, Mayor

ATTEST:

---

Leslie Black, Town Secretary

**COURT ORDER  
2016-0835**



FY2017 Budget/Renewal of Interlocal Agreement for Household Hazardous Waste Program

On a motion made by Commissioner Dr. Elba Garcia, District 4, and seconded by Commissioner John Wiley Price, District 3, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: 7/5/2016

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve the Household Hazardous Waste Program's FY2017 interlocal agreement renewal amendment and proposed FY2017 budget, including the use of \$70,000 of prior-year carryover for contract labor, \$20,000 carryover for operational costs, and \$50,000 for capital costs, and authorizes the County Judge to sign said renewal amendment with each of the program's participating cities.

Done in open court July 5, 2016, by the following vote:

IN FAVOR: Honorable Clay Lewis Jenkins, County Judge  
Commissioner Dr. Theresa M. Daniel, District 1  
Commissioner Mike Cantrell, District 2  
Commissioner John Wiley Price, District 3  
Commissioner Dr. Elba Garcia, District 4

OPPOSED: None

ABSTAINED: None

ABSENT: None

Recommended by: Rick Loessberg  
Originating Department: Planning and Development

STATE OF TEXAS           §  
   §  
 COUNTY OF DALLAS       §

**AMENDMENT NO. 4  
 TO THE HOUSEHOLD HAZARDOUS WASTE INTERLOCAL AGREEMENT  
 (The "Agreement")  
 BETWEEN  
 DALLAS COUNTY  
 AND  
 TOWN OF SUNNYVALE  
 (The "City")  
 A MEMBER CITY OF  
 THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK**

**WHEREAS**, on July 5, 2016, the Dallas County Commissioners Court was briefed on a request from the cities of the Dallas Area Household Hazardous Waste Network to renew and revise the effective term and specify new fiscal year budgets for the Household Hazardous Waste Program Interlocal Agreement ("Agreement") that permits four additional one-year renewals for a five-year total contract term and was authorized by Court Order 2012-1223; and

**WHEREAS**, Amendment 3, which was authorized by Court Order 2015-1251 to renew and extended the FY2015 agreement through FY2016, will expire on September 30, 2016; and

**WHEREAS**, the proposed Amendment No. 4, along with the attachment C2017, will serve to continue the Household Hazardous Waste Program through fiscal year 2017, while updating overall program budget amounts and individual city budget limits for the new fiscal year; and

**WHEREAS**, proposed Amendment No. 4 contains no other changes in the basic terms and conditions of the Agreement and incurs no cost to Dallas County;

**NOW THEREFORE**, by execution of this Amendment No. 4, the Agreement is amended hereby with respect to the items and features described in the Articles below.

**I.  
 PURPOSE**

The purpose of this Amendment is to amend the effective term and fiscal year budget of the Agreement without change to the basic terms and provisions. No other sections, provisions, clauses or conditions of the Agreement are waived, deleted or changed hereby, and they shall remain in full force and effect throughout the term of the Agreement and any duly authorized amendments.

**II.  
 AMENDED PROVISIONS**

A. The new term of the Agreement shall be October 1, 2016, through September 30, 2017.

B. The language contained in Paragraph 1, *Section IV. City Responsibilities* shall be deleted in its entirety and replaced with the following language:

- 1. "A sum not to exceed \$ \_\_\_\_\_ for disposal, setup, operational, capital and transportation costs for HHW collection for residents of the City during the period from October 1, 2016 through September 30, 2017.
  - a. Collection, setup, and disposal costs will be paid after-the-fact, based on actual usage by the City at events and at the collection center.
  - b. Operational and capital costs shall be paid quarterly in advance.
  - c. In the event of early withdrawal, the operational and capital costs will not be pro-rated for partial quarter participation but will become immediately due and payable in full."

C. The language contained in Exhibit C2016 of the Agreement entitled *FY2016 HHW Program Budget Summary* shall be deleted in its entirety and shall be replaced with the attached Exhibit C2017 entitled *FY2017 HHW Program Budget Summary*.

**IN WITNESS WHEREOF**, by their signatures below, the duly authorized representatives of Dallas County and **Town of Sunnyvale**, a member city of the Dallas Area Household Hazardous Waste Network, do hereby agree and append this Amendment No. 4 to the Agreement.

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

**DALLAS COUNTY:**

**TOWN OF SUNNYVALE:**

\_\_\_\_\_  
**BY:** Clay Lewis Jenkins  
County Judge

\_\_\_\_\_  
**BY:**  
**TITLE:**

**APPROVED AS TO FORM:\***  
Susan Hawk  
District Attorney

\_\_\_\_\_  
**BY:** Randall Miller  
Assistant District Attorney

\* By law, the Dallas County 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).

## Exhibit C2017

### FY2017 HHW PROGRAM BUDGET SUMMARY

This exhibit summarizes the total program funding for FY2017 as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on March 24, 2016, and replaces the language contained in Amendment 3, Exhibit C2016 of the Household Hazardous Waste Program Interlocal Agreement that was authorized by Court Order 2012-1223.

Fixed Costs include personnel expense, operating costs, and capital budget, which are shared by the Network cities based on single-family household projections published by North Central Texas Council of Governments.

- Personnel Expense includes all HHW staff salaries and fringe.
- Operating Expense includes supplies, equipment, advertising, public education, volunteer support, staff development, printing, postage, facility maintenance, utilities, and all other direct programming costs.
- Capital Expense includes building repairs, equipment repair or replacement, mechanical upgrades, and expansion projects.

Variable costs include estimated direct costs for collection and disposal of hazardous household wastes, which vary according to actual usage and are indicated in the budget summary for planning purposes only. ***Funding for actual collection, contract labor, and disposal costs will be collected from the cities after the fact, on an as-used basis.***

- Collection/Mobilization/Disposal Budget includes estimated costs for staging of events, recycling services, waste containers, waste transportation, and disposal.
- Contract Labor Expense is for part-time, seasonal labor provided by the disposal vendor.

Budget adjustments made to the Operational Budget during the term of the agreement shall not result in a City Funding amount that exceeds the approved budget total shown herein. The County may make line item transfers within the operating budget when these transfers do not exceed \$5,000. Budget adjustments in excess of \$5,000 must be approved by the HHW Network.

BUDGET SECTION	CITY FUNDING
<b>FIXED COSTS (OPERATIONAL BUDGET)</b>	
Personnel Costs	\$ 464,027
Operating Costs	\$ 206,325
Capital Expense	\$ 93,000
Sub-Total	\$ 763,352
<b>ESTIMATED VARIABLE COSTS (COLLECTION / LABOR / DISPOSAL BUDGET)</b>	
	\$ 943,000
<b>TOTAL PROGRAM BUDGET</b>	<b>\$1,706,352</b>



## Dallas County Household Hazardous Waste Program

Planning and Development Department

July 25, 2016

Dear Dallas Area Household Hazardous Waste Network member:

The current Household Hazardous Waste (HHW) interlocal agreement between your city and Dallas County will expire on September 30, 2016. The original agreement included four annual renewal options, two of which remain. To activate the renewal for the coming year, each member city of the Dallas County HHW Program will need to execute the enclosed Amendment Number 4 with Dallas County.

The amendment and the FY2017 HHW Budget have been approved by Dallas County Commissioners Court Order #2016-0835. The budget was approved by the Household Hazardous Waste Network at the March budget meeting.

If you cannot execute this agreement by September 30, you can make arrangements to continue your HHW service without interruption. Simply send me an email or letter stating that the city intends to renew the agreement for FY17, and provide an estimated return date. The executed agreement will be retroactive to October 1, 2016, and all services will continue in the interim.

Included in your renewal packet you will find

- (1) Instructions for completing and returning the documents
- (2) the Court Order authorizing Dallas County to execute the renewal amendment
- (3) two copies of the renewal Amendment No. 4 with attached Exhibit C2017.

Let me know if I can help you with any questions or issues.

Sincerely,

A handwritten signature in black ink, appearing to read "Earle Blakney".

Earle Blakney  
HHW Program Manager  
(214) 553-1765 ext 6594

Home Chemical Collection Center  
11234 Plano Road, Dallas, Texas 75243  
(214) 553-1765 Fax (214) 553-5007



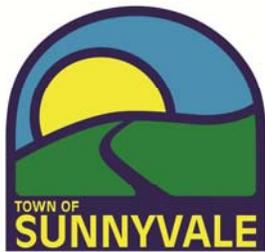
## Dallas County Household Hazardous Waste Program

Planning and Development Department

### Instructions for Executing the FY16 Renewal Amendment to the Household Hazardous Waste Interlocal Agreement

1. **EXECUTE** two (2) originals – Dallas County will keep one and return one.
2. **INCLUDE** Exhibit C2017 with each original.
3. **INSERT** your city's total FY2016-2017 HHW budget limit for all HHW activities (including operational and disposal fees) into the blank space in Article II, Section B, Paragraph 1 on page 2.
4. **ENTER** the date your city representative signs the amendment in the line on page 2 that begins "**EXECUTED THIS** the \_\_\_\_\_ day."
5. **SIGN** on the signature line on the right side of page 2. Note: the agreement must be signed by a person who is authorized to enter into a binding contract on behalf of the city, as specified in Article XI, "Signatory Warranty".
6. **PRINT** the name and title of the signatory agent underneath the signature line.
7. **ATTACH** "Evidence in appropriate form that funding has been committed and will be available," as specified in Article IV item 2 ("City Responsibilities"). "Appropriate form" can include a City Council resolution, approved line item budget, purchase order, letter from department head or other official authorized to encumber funds, etc. (This may be submitted at a later date, if necessary.)
8. **CALL** the HHW Program Manager at (214) 553-1765 ext.6594 if you have questions.
9. **RETURN** the signed copies to:  
  
**HHW Program Manager**  
**Dallas County Household Hazardous Waste**  
**11234 Plano Rd.**  
**Dallas TX 75243**
10. **PLEASE DO NOT** mail to any other County office.

Home Chemical Collection Center  
 11234 Plano Road, Dallas, Texas 75243  
 (214) 553-1765 Fax (214) 553-5007



# Town of Sunnyvale

Prepared By: Elizabeth Hopkins

Consent  Public Hearing  Discussion  Action

## Summary:

**AN ORDINANCE OF THE TOWN OF SUNNYVALE, TEXAS, REVIEWING THE TOWN'S INVESTMENT POLICY IN ACCORDANCE WITH THE TEXAS PUBLIC FUNDS INVESTMENT ACT.**

## Background:

The Town's Investment Policy shall be adopted and amended by the Town Council. The Town's written policies and procedures for investments are subject to review not less than annually to stay current with changing laws, regulations and needs of the Town. Any changes or modifications to this Investment Policy, if any, shall be approved by the Town Council, and shall be adopted by the Town Council. A copy of Ordinance No. 522 is attached.

## Analysis:

No changes are recommended at this review.

## Fiscal Impact:

None.

## Staff Recommendation:

Staff recommends approval.

## ORDINANCE

### AN ORDINANCE OF THE TOWN OF SUNNYVALE, TEXAS, REVIEWING THE TOWN'S INVESTMENT POLICY IN ACCORDANCE WITH THE TEXAS PUBLIC FUNDS INVESTMENT ACT.

**WHEREAS**, the Public Funds Investment Act, Chapter 2256, of the Local Government Code provides that each local government must establish a written investment policy and review it annually; and

**WHEREAS**, the Town of Sunnyvale has reviewed its investment policy and investment strategies and does not wish to change the investment policy adopted in Ordinance 522;

**NOW THEREFORE, BE IT ORDAINED** by the Town Council ("Town Council") of the Town of Sunnyvale, Texas as follows:

- Section 1: That the above recitals are found to be true and correct and are incorporated herein for all purposes
- Section 2: That the Town Council of the Town of Sunnyvale has reviewed its Investment Policy, known as Chapter 1, Article 1.500 of the Code of Ordinances, Town of Sunnyvale, Texas, and does not make any changes to said policy or strategies.

Introduced and read at the Town Council meeting on October 10, 2016.

**PASSED AND APPROVED BY THE TOWN COUNCIL ON THIS THE 14<sup>th</sup> DAY OF NOVEMBER, 2016.**

\_\_\_\_\_  
Jim Phaup, Mayor  
Town of Sunnyvale, Texas

ATTEST:

\_\_\_\_\_  
Leslie Black, Town Secretary

## ORDINANCE NO 522

### AN ORDINANCE OF THE TOWN OF SUNNYVALE, TEXAS, AMENDING CHAPTER (1) OF THE SUNNYVALE TOWN CODE OF ORDINANCES TO AMEND ARTICLE 1.500 ESTABLISHING A REVISED INVESTMENT POLICY IN ACCORDANCE WITH THE TEXAS FUNDS INVESTMENT ACT.

**WHEREAS**, the Town Council of the Town of Sunnyvale, Texas determines and declares that in accordance with the Texas Funds Investment Act the Town's investment policy should be periodically reviewed and revised as needed; and

**WHEREAS**, the Town Code of Ordinance provisions concerning investment of funds should be updated.

**NOW THEREFORE, BE IT ORDAINED** by the Town Council ("Town Council") of the Town of Sunnyvale, Texas as follows:

- Section 1: That the above recitals are found to be true and correct and are incorporated herein for all purposes
- Section 2: That Chapter 1, Article 1.500 of the Code of Ordinances, Town of Sunnyvale, Texas, is hereby amended to read as follows:

#### **ARTICLE 1.500; INVESTMENT OF FUNDS**

##### **Sec. 1.501: INVESTMENT RESPONSIBILITY.**

The Mayor, Town Manager, Utility Director-CIP, and Town Secretary are authorized to transfer, invest, manage, or disburse funds of the Town. Disbursements (accounts payable and payroll checks) require two authorized signatures. All persons involved in investment activities will be referred to in this Policy as "Investment Officials." No persons may engage in an investment transaction except as provided under the terms of this Policy. The Director of Finance shall be designated as the primary Investment Officer for the Town and shall regulate the activities of Investment Officials in a manner that provides reasonable assurance assets of the Town are protected from loss, theft or misuse. In addition, the Investment Officer is responsible for all investment decisions and activities, which include: ensuring liquid funds for operating activity and all demand deposits, money markets, pooled investment accounts, and CD transactions are proper, accurately recorded, and properly collateralized by the respective bank. The concept of reasonable assurance recognizes that:

- (1) The cost of a control should not exceed the benefits likely to be derived; and,
- (2) The valuation of costs and benefits requires estimates and judgments by management.

## Sec 1.502      STANDARD OF CARE

(1) Funds of the Town shall be invested in accordance with all applicable Texas statutes, this Policy and any other approved, written administrative procedures. The four objectives of the town's investment activities shall be as follows (in the order of priority):

1.1    Safety of Principal. Safety of principal invested is the foremost objective in the investment decisions of the Town. Each investment shall seek to ensure the preservation of capital in the overall portfolio. The risk of loss shall be controlled by investing only in authorized securities as defined in this Policy. Safety is defined as the undiminished return of the principal on the Town's investments.

1.2    Liquidity. The investment portfolio shall maintain sufficient liquidity to ensure funds are available to meet the Town's cash flow requirements. In the near term, money market and local government investment pools will be used as these investments can be made liquid very easily. Investments in certificate of deposits (CD) with maturity dates not greater than one year can be used for deposits not needed for several months. Generally, the maturity dates of CDs will be laddered to provide higher yields while supporting the liquidity needed to meet obligations. A CD may be liquidated prior to its stated maturity to meet unanticipated cash requirements with Town Manager approval.

1.3    Public Trust. All participants in the Town's investment program shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transaction which might involve a conflict of interest or otherwise impair public confidence in the Town's ability to govern effectively. All officials of the Town having either a direct or indirect role in the process of investing idle funds shall act responsibly as custodians of the public trust.

1.4    Yield. The Town's investment portfolio shall be designed to provide stable, conservative yields on investments consistent with risk constraints, transparency, and cash flow requirements. Yield is defined as the rate of annual income return on an investment, expressed as a percentage.

(2) Safety of principal is the primary objective in investing public funds and can be accomplished by limiting credit risk and interest rate risk. The following authorized investments not only limit risk and are easily understood, but also intentionally excludes some investments authorized by law.

(2.1) The authorized investment instruments are as follows:

2.1.1 Local Government Investment Pools TexSTAR or TexPOOL, which can be made liquid within a day.

2.1.2 Money Market accounts with the Depository Bank, can also be made liquid within a day.

2.1.3 Bank Collateralized Certificates of Deposit Not Greater Than 1 Year Maturity. A certificate of deposit (CD) issued by a FDIC state or national bank domiciled in this state.

(3) The standard of prudence to be applied by the Investment Officer shall be the "prudent investor" rule, which states, "investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether the Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the following:

3.1. The investment of all funds over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and

3.2. Whether the investment decision was consistent with the written investment Policy and procedures of the Town.

3.3. The Investment Officer acting in accordance with written policies and procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported in a timely manner and that appropriate action is taken to control adverse developments.

(4) Ethical Standards and Conflicts of Interest. Town Investment Officials and Investment Officer having a direct or indirect role in the investment of Town funds shall act as custodians of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Investment Officer and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. An Investment Officer who has a personal business relationship with the depository bank or with any entity seeking to sell an investment to the Town shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree of affinity to an individual seeking to sell an investment to the Town shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the Town Council.

**Sec. 1.503: INVESTMENT TRAINING.**

(1) The Investment Officer shall attend at least one ten-hour training session relating to the officer's responsibility under the Public Funds Investment Act within twelve (12) months after assuming duties, and attend an investment training session not less than once every two years, receiving an additional ten (10) hours of training. Either the Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League, the University of North Texas Center for Public Management or the North Central Texas Council of Governments shall endorse such training.

**Sec. 1.504: AUTHORIZED FINANCIAL INSTITUTIONS.** Financial institutions with and through whom the Town maintains deposits or invests shall either be a Texas local government investment pool or a bank that is (1) insured by the FDIC; (2) the financial institution must be incorporated under the laws of the State of Texas or of the United States of America.

**Sec. 1.505: COLLATERALIZATION** Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the Town to require full collateralization of all Town funds on deposit with a depository bank. The market value of the investments securing the deposit of funds shall be at least equal to or not less than 102% of the amount of the deposits of funds reduced to the extent that the deposits are insured by the Federal Deposit Insurance Corporation (FDIC). A letter of credit is required of the bank as pledged collateral for funds in excess of FDIC.

**Sec. 1.506: REPORTING.** The Town's investment officer shall prepare an investment report at least quarterly for submittal to the Town Manager to include the following:

1. A listing of individual demand deposit, money market, and CD, interest income rate, and maturity date held at the end of the reporting period by Fund type;
2. Statement of compliance of the Town's investment portfolio with State Law and the investment strategy and policy approved by Council.

**Sec. 1.507: INVESTMENT POLICY ADOPTION AND AMENDMENT.** The Town's Investment Policy shall be adopted and amended by resolution of the Town Council only. The Town's written policies and procedures for investments are subject to review not less than annually to stay current with changing laws, regulations and needs of the Town. Any changes or modifications to this Investment Policy, if any, shall be approved by the Town Council, and shall be adopted by a formal resolution of the Town Council.

**PASSED AND APPROVED BY THE TOWN COUNCIL ON THIS THE \_\_\_ DAY  
OF \_\_\_\_\_, 2010.**

\_\_\_\_\_  
David Byrd, Mayor  
Town of Sunnyvale, Texas

ATTEST:

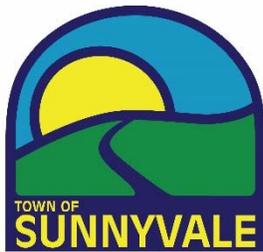
\_\_\_\_\_  
Kathryn Dewey, Town Secretary

**TOWN OF SUNNYVALE  
INVESTMENT REPORT  
September 30, 2016**

INVESTMENT TYPE	DESCRIPTION	MATURITY DATE	RATE	RATE CHANGE	INVESTMENT VALUE 09/30/2016	INVESTMENT VALUE 08/31/2016	NET CHANGE	
General Fund	Checking Account	N/A	0.00%		4,828,675	5,033,696	-205,022	
11 Ledger	Money Market	N/A	0.03%	0.00%	392,702	392,692	10	
General Fund - Road Maint/Sales Tax	Checking Account	N/A	0.00%		276,816	400,595	-123,779	
General Fund Bond - Bridge	TexSTAR -MM	N/A	0.41%	0.01%	898,616	874,614	24,002	
72 Ledger								
					<b>Fund Total</b>	<b>6,396,809</b>	<b>6,701,597</b>	<b>-304,788</b>
Road Impact Fees	Money Market	N/A	0.03%	0.00%	981,799	920,661	61,139	
25 Ledger								
					<b>Fund Total</b>	<b>981,799</b>	<b>920,661</b>	<b>61,139</b>
Debt Service	Money Market	N/A	0.03%	0.00%	188,893	188,560	333	
24 Ledger								
					<b>Fund Total</b>	<b>188,893</b>	<b>188,560</b>	<b>333</b>
					<b>Fund Total</b>	<b>188,893</b>	<b>188,560</b>	<b>333</b>
					<b>General Fund Grand Total \$</b>	<b>7,567,501</b>	<b>7,810,818</b>	<b>-243,317</b>
Debt Service - General Fund	2013 Refi			2011 @ 38%		2014		
24 Ledger	Town Hall, Bridge, SC, WL			Water Tower		Public Safety Ctr		
	02/15/2016	460,675		02/15/2016	65,209	02/15/16	125,954	
	08/15/2016	41,525		08/15/2016	18,908	08/15/16	4,965	
		502,200			84,117		130,919	
Water Revenue Fund	Checking Account	N/A	0.00%		2,061,604	2,068,038	-6,434	
21 Ledger	Money Market	N/A	0.03%	0.00%	120,162	120,159	3	
Water Fund Bond - Water Tower	TexSTAR -MM	N/A	0.41%	0.01%	2,562,991	2,829,838	-266,847	
73 Ledger								
					<b>Water Revenue Fund Total</b>	<b>4,744,757</b>	<b>5,018,035</b>	<b>-273,278</b>
Debt Service - Water Revenue Fund	2010			2011 @ 62%				
21 Ledger	Long Creek Water Line			Water Tower				
	02/15/2016	170,100		02/15/2016	105,666			
	08/15/2016	2,625		08/15/2016	30,292			
		172,725			135,958			
Water Impact Fees:	Money Market	N/A	0.03%	0.00%	1,228,908	1,212,800	16,109	
28 Ledger								
					<b>Water Impact Fund Total</b>	<b>1,228,908</b>	<b>1,212,800</b>	<b>16,109</b>
Debt Service - Water Impact Fund	2013 Refi							
28 Ledger	Water Line Improvements							
	02/15/2016	168,963						
	08/15/2016	27,563						
		196,525						
Sewer Impact Fees:	Money Market	N/A	0.03%	0.00%	407,341	400,221	7,121	
28 Ledger								
					<b>Sewer Impact Fund Total</b>	<b>407,341</b>	<b>400,221</b>	<b>7,121</b>
					<b>Water Fund Grand Total</b>	<b>6,381,007</b>	<b>6,631,055</b>	<b>-250,049</b>
<b>OTHER FUNDS:</b>								
Homestead Amenities:	Money Market	N/A	0.03%	0.00%	142,692	142,689	4	
93 Ledger								
					<b>Fund Total</b>	<b>142,692</b>	<b>142,689</b>	<b>4</b>
4A - Development:	Checking Acct	N/A	0.00%		406,605	447,635	-41,030	
91 Ledger	Money Market	N/A	0.02%	0.00%	10,016	10,016	0	
	TexSTAR -MM	N/A	0.41%	0.01%	289,902	289,804	98	
	Certificate of Deposit	90 Day	0.10%	0.00%	106,632	106,632	0	
					<b>Fund Total</b>	<b>813,155</b>	<b>854,087</b>	<b>-40,932</b>
4B - Development:	Checking Acct	N/A	0.00%		420,145	515,641	-95,496	
92 Ledger	Money Market	N/A	0.03%	0.00%	862,434	862,412	22	
					<b>Fund Total</b>	<b>1,282,579</b>	<b>1,378,053</b>	<b>-95,474</b>

This report is prepared in accordance with Chapter 2256 of the Public Funds Investment Act (PFIA). Section 2256.023(a) of the PFIA states that "not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report, which covers the month ending September 30, 2016 is signed by the Town of Sunnyvale's Investment Officers and includes information required by the PFIA. These investment transactions were made in compliance with the PFIA and the Town of Sunnyvale's investment Policy and Strategy.

Elizabeth Hopkins  
Elizabeth Hopkins  
Finance Director



# Town of Sunnyvale

November 14, 2016

Prepared By:

Doug Kendrick, Fire Chief

## Summary:

**DISCUSS AND CONSIDER PURCHASING A REPLACEMENT AMBULANCE IN THE AMOUNT OF \$186,975.**

## Background:

The Town currently has two ambulances, (1) 2016 Frazer F-350 and (1) 2001 Wheel Coach F-350. According to the Town's Vehicle Replacement Plan, the 2001 Wheel Coach is budgeted and scheduled to be replaced this fiscal year. Although the recommended life cycle for first line ambulances is between 5-7 years, the Town's Vehicle Replacement Plan has identified 10 years as an appropriate life cycle.

In May, 2015, Chief Warren provided cost estimates of five different vendors and Frazer was chosen by Council as the most cost effective. Once again, the Fire Department Command Staff utilized the Houston Galveston Area Council in determining the options and pricing for the new ambulance and the Frazer ambulance is the most cost effective.

H-GAC Bids results:

Brahm (F-350)	\$196,513
Horton (F-450 only)	\$203,000
Frazer (F-350 chassis included)	\$189,825
Frazer (F-350 chassis provided by separate vendor)	\$186,975

If the Council approves the purchase of a Frazer ambulance, the department will be able to ensure standardized specifications for both ambulances, which is beneficial by allowing continuity and familiarization of both apparatuses by fire department personnel. Additionally, Frazer is one of the few ambulance companies that offers low-cost remounts. Meaning that when the time comes for these ambulances to be replaced, the Town can elect to refresh or remount the ambulance patient module (box) on a new chassis versus purchasing new for less than 45% of the cost of a new ambulance.

## History

In reviewing the maintenance records for the existing ambulance, the following information is provided:

- 2001 to 2007 – Out of service time and repair cost records are unavailable
- 2008 to 2013 – Out of service 90 days and repair costs of \$10,155.21
- 2014 to 2015 – Out of service 14 days and repairs costs of \$3,408.08
- 2015 to 2016 – Out of service 8 days and repair costs of \$3,025.02

Extensive electrical repairs will be needed on the patient module if Council elects to forgo purchasing a new ambulance.

**Fiscal Impact**

See separate Finance Department Memo.

**Staff Recommendation**

Staff strongly recommends purchasing a new Frazer ambulance.

Quote # 10843	Frazer Quote	Additions and Subtractions	Revised Cost	Notes
Frazer Type I 12' 4" taller Generator Powered Module	\$ 95,000.00	(\$5,000.00)	\$ 90,000.00	Deduct \$5000 for Generator
2017 Ford F-350 6.7L diesel chassis	\$ 43,500.00	(\$5,000.00)	\$ 38,500.00	Sunnyvale Supplies Chassis
Granning air suspension	\$ 7,000.00	\$3,000.00	\$ 10,000.00	Upgrade to Liquid Spring
Heat shielding for diesel chassis	\$ 1,500.00	\$ -	\$ 1,500.00	
Chassis Exterior	\$ 7,150.00		\$ 7,150.00	
Chassis Interior	\$ 2,175.00	\$650.00	\$ 2,825.00	Add MDT Mount
Module Exterior	\$ 11,675.00	\$ 2,700.00	\$ 14,375.00	Add Pioneer Lights / brighter lights one manufacture/better warranty
Module Interior	\$ 20,725.00	\$ 700.00	\$ 21,525.00	Upgrade Attendant's Chair w/child safety seat
Module Interior	\$ 100.00	\$ 100.00	\$ 100.00	Mount SCBA Brackets in rear compartment
HGAC Fee	\$ 1,000.00		\$ 1,000.00	
<b>Total</b>	<b>\$ 189,825.00</b>		<b>\$ 186,975.00</b>	<b>\$ 2,850.00</b>



# Town of Sunnyvale

Prepared By: Elizabeth Hopkins

Consent  Public Hearing  Discussion  Action

## Summary:

### **DISCUSS THE PURCHASING OPTIONS FOR A NEW AMBULANCE**

## Background:

The Town has an approved Vehicle Replacement Plan to fund the purchase of rolling stock based on certain criteria such as useful life, mileage, maintenance issues, and overall condition. The plan is reviewed at least annually to determine any needed modifications to reflect current conditions within the fleet, price increases, and regulatory impacts. The goal is to avoid replacing a vehicle too soon or too late.

In the budget year 2016-2017 the plan calls for the replacement of an ambulance, based on age and maintenance costs. Originally this replacement would be funded with a 5 year capital lease similar to the previous ambulance purchase. The Finance Department gave consideration to possibly paying cash in lieu of lease financing due to the availability of fund balance in the replacement plan and potential interest and administrative savings without compromising the future funding of rolling stock. The fund balance has been positively impacted by past purchases being less than replacement value and in some cases the vehicle due for replacement remained viable and was moved down the list.

## Analysis:

The Vehicle Replacement Plan has an ending fund balance as of 09/30/16 of \$489,684 and is budgeted for an additional \$250,000 contribution in 2016-2017 bringing the total to \$739,684. Finance has completed an updated look forward analysis with the pay as we go option and is attached for reference.

Indications for the cost of a new ambulance from the current bid process are in line with the \$190,000 replacement costs expected. The increase from the previous ambulance purchase in 2015 of \$178,000 is attributable to state and federal regulation design standard changes for all ambulance manufacturers beginning the first of the year. The new standards are expected to increase the costs across the industry by five percent (5%) which exceeds the original scheduled replacement cost estimate of \$178,000 but falls within the 5%.  $\$178,000 \times 5\% = \$186,900$ .

## Fiscal Impact:

The pay as we go option is possible without negatively impacting future replacement funding.

## Staff Recommendation:

Staff recommends pay as we go for the purchase of an ambulance.

## General Fund Vehicle Replacement Fund

Date	Entry	Fund Balance	Notes - description	
2007-2008	\$ 7,000.00	\$ 7,000.00		
2008-2009	\$ 7,000.00	\$ 14,000.00		
2011-2012	\$ 18,000.00	\$ 32,000.00		
2012-2013	\$ 18,000.00	\$ 50,000.00		
2013-2014	\$ 72,000.00	\$ 122,000.00		
2013-2014	\$ 23,234.00	\$ 145,234.00		
2013-2014	\$ (19,174.00)	\$ 126,060.00	F-250 Animal Control	
2014-2015	\$ 3,247.00	\$ 129,307.00	Insurance Check for 2007 F-150 Totaled	
2014-2015	\$ 277,000.00	\$ 406,307.00	Budget Entry 610 & 608	
2014-2015	\$ (17,060.00)	\$ 389,247.00	F-150 T Rawlins Building Insp	
2014-2015	\$ (17,460.00)	\$ 371,787.00	F-150 R. Blackburn Parks	
2015-2016	\$ (102,916.77)	\$ 268,870.23	Fire Engine/Ambulance	
2015-2016	\$ (29,185.87)	\$ 239,684.36	Command 1	
2015-2016	\$ 250,000.00	\$ <b>489,684.36</b>	Budgeted Transfer/Vehicle Replacement (2015-16)	Actual Fund Balance as of 09/30/16
2016-2017	\$ (99,097.00)	\$ 390,587.36	Fire Engine/Ambulance (lease payment # 2)	
2016-2017	\$ (35,000.00)	\$ 355,587.36	Replace 2002 Ford F350 Sand truck - Parks	
2016-2017	\$ (190,000.00)	\$ 165,587.36	New ambulance - replace Fire Medic 2	
2016-2017	\$ (40,000.00)	\$ 125,587.36	Replace Fire Utility 1 (2000 Ford E250)	
2016-2017	\$ (5,000.00)	\$ 120,587.36	Replace Parks trailer (2006)	
2016-2017	\$ (5,000.00)	\$ 115,587.36	Replace Parks trailer (2003)	
2016-2017	\$ 250,000.00	\$ <b>365,587.36</b>	Budgeted Transfer/Vehicle Replacement (2016-17)	Projected Fund Balance as of 09/30/17
2017-2018	\$ (99,097.00)	\$ 266,490.36	Fire Engine/Ambulance (lease payment # 3)	
2017-2018	\$ (30,000.00)	\$ 236,490.36	Replace 2007 Ford F150 - Parks	
2017-2018	\$ (25,000.00)	\$ 211,490.36	Replace 2007 Ford F150 - Community Development	
2017-2018	\$ (99,097.00)	\$ 112,393.36	Fire Engine # 2 (lease payment # 1)	
2017-2018	\$ 250,000.00	\$ <b>362,393.36</b>	Budgeted Transfer/Vehicle Replacement (2017-18)	Projected Fund Balance as of 09/30/18











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