



Sachse, Texas

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

Meeting Agenda City Council

Monday, May 19, 2014

7:30 PM

Council Chambers

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

The City Council of the City of Sachse will hold a Regular Meeting on Monday, May 19, 2014, at 7:30 p.m. in the Council Chambers at the Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas to consider the following items of business:

Invocation and Pledges of Allegiance to U.S. and Texas Flags.

A. Pledge of Allegiance to the Flag of the United States of America: I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands: one nation under God, indivisible, with liberty and justice for all.

B. Pledge of Allegiance to the Texas State Flag: Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

1. CONSENT AGENDA.

1.a ALL ITEMS LISTED ON THE CONSENT AGENDA WILL BE CONSIDERED BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION, THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCIL MEMBER OR CITIZEN SO REQUESTS.

[14-2205](#) Consider approval of the minutes of the April 21, 2014, regular meeting.

Executive Summary

Minutes from the recent Council meeting.

Attachments: [Minutes.04.21.14.pdf](#)

[14-2206](#) Consider approval of the minutes of the May 5, 2014, regular meeting.

Executive Summary

Minutes from the recent Council meeting.

Attachments: [Minutes.05.05.14.pdf](#)

[14-2212](#) Consider a resolution of the City Council of the City of Sachse, Texas, approving Purchase Orders in the amount not to exceed

nine hundred fifty-six thousand two hundred twelve dollars and forty cents (\$956,212.40) to Reynolds Asphalt and Construction Company, Incorporated for asphalt roadway improvement projects.

Executive Summary

The City's Capital Improvement Plan (CIP) includes funds for asphalt roadway improvements. These roads include Sachse Road/5th Street, Cartwright Drive, Bonanza Drive, and Ponderosa Drive. In 2012, the City Council approved an Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie, which allows the City to utilize existing contracts Grand Prairie has executed with contractors for construction projects. One such contract is for asphalt roadway improvements. Purchase orders are required to authorize the contractor to begin work on the asphalt roadways listed in the CIP. The Purchase Orders are in an amount based upon the City Council approved budget for each project. The Contractor has provided an initial cost estimate for each project, assuming full depth replacement. The Contractor will provide a geotechnical assessment to determine the final scope for each project, including where full depth street replacement is necessary, and where partial depth street replacement is necessary. Staff will return to Council with the final scope and final cost estimate upon completion of the assessment.

Attachments: [Attachment 1 - Project Maps PDF](#)
[Attachment 2 - Initial Estimates PDF](#)
[Attachment 3 - Grand Prairie - Reynolds - initial contract](#)
[Resolution for Purchase Orders to Reynolds Asphalt PDF](#)
[PRESENTATION - PURCHASE ORDER FOR ASPHALT ROADWAY IMPROVE](#)

14-2235

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the participation agreement by and between the City of Sachse, Texas, and JP Morgan Chase Bank, N.A. for commercial card services; and providing for an effective date.

Executive Summary

The City has determined that its purchasing card program will operate more efficiently using the services offered by JP Morgan Chase Bank, as compared to the current provider, Citibank. The City Council previously approved an interlocal purchasing agreement with the City of Fort Worth, allowing Sachse to use the contract pricing from Fort Worth for the purchasing card program with JP Morgan Chase Bank.

Attachments: [51SACHSE JPMorgan Chase Bank N A Resolution Approving Participation Ag](#)
[City of Sachse - Participation Agreement.pdf](#)

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

[14-2230](#) Recognize employees for their service to the City of Sachse.

Executive Summary

Each quarter the City Council recognizes employee milestones.

[14-2208](#) Proclamation recognizing Motorcycle Safety Awareness campaign.

Executive Summary

Each year the Motorcycle Safety Awareness Campaign asks us to help promote their annual event.

Attachments: [Proclamation.MC.pdf](#)

3. CITIZEN INPUT.

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

The City Council is prohibited from discussing any item not on the posted agenda according to the Texas Open Meetings Act.

4. REGULAR AGENDA ITEMS.

[14-2227](#) Consider the application of Huffines Communities requesting a waiver from the Code of Ordinances, Chapter 8 Subdivisions, to permit the design and construction of a non-standard roadway in the City of Sachse, Texas.

Executive Summary

The Applicant seeks to design and construct a street in the City of Sachse, and is requesting a waiver from the Code of Ordinances in three parts, including two non-standard roadway sections and a non-standard sidewalk. The requested street sections and sidewalk do not meet the current standards as outlined in the Subdivision Ordinance and the Standard Construction Details of the City of Sachse, Texas. The Applicant has provided a written narrative, including reasons for their request of a waiver. Section 8-8 Waivers of Chapter 8 Subdivisions of the Code of Ordinances of the City of Sachse, Texas, authorizes the City Council of the City of Sachse to grant a waiver of the Subdivision Ordinance under specific circumstances as outlined in Section 8-8. The specific

circumstances listed in Section 8-8 provide criteria for evaluating the waiver request.

Attachments: [1 Property Location PDF](#)
[2 Requested Street Alignment PDF](#)
[3 Street Plan Profile PDF](#)
[4 Applicant Narrative with attachments PDF](#)
[5 Engineers Drainage Analysis PDF](#)
[6 Subdivision Ordinance Section 8-16 PDF](#)
[7 Subdivision Ordinance Section 8-19](#)
[8 Standard Construction Details - Section 2A and 2C](#)
[WAIVER REQUEST PRESENTATION FINAL PDF](#)

[14-2232](#)

Consider a resolution of the City Council of the City of Sachse, Texas, authorizing the submission of an application to Dallas County for funding under the Fiscal Year 2014-2015 Community Development Block Grant program for specified projects(s); authorizing the Mayor to execute implementation agreements with Dallas County for the CDBG projects; designating a representative for all matters related to the project; and providing for an effective date.

Executive Summary

Dallas County distributes federal funding from the Department of Housing and Urban Development (HUD) through its Community Development Block Grant (CDBG) program for use in areas of low to moderate income households for public infrastructure improvements. City Staff received notice of \$57,763.00 in available funding on April 18, 2014. Since the funding notice from HUD to Dallas County was delayed the schedule has been greatly accelerated the Commissioners Court has authorized Dallas County to streamline the process. Therefore, a public hearing is not required prior to City submittal of funding proposals to the County. Project submittal must be delivered to Dallas County by May 23, 2014.

Attachments: [51SACHSE Resolution Re Dallas County Community Development Block Grant 2014 CDBG Target Areas Map.pdf](#)

[14-2234](#)

Conduct Executive Session pursuant to the provisions of the Texas Government Code Section 551.074:

To conduct a semi-annual evaluation of the City Manager.

Consider any action necessary as a result of Executive Session

regarding the semi-annual evaluation of the City Manager.

Executive Summary

A closed session, as provided by state law, for the City Manager's semi-annual evaluation.

5. ADJOURNMENT.

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

The City of Sachse reserves the right to reconvene, recess or realign the regular session or called Executive Session or order of business at any time prior to adjournment. Note: The Sachse City Council reserves the right to convene into Executive Session pursuant to the Texas Government Code, Title 5, Chapter 551 regarding posted items on the regular meeting agenda.

State law prohibits the introduction or discussion of any item of business not posted at least seventy-two (72) hours prior to the meeting time. Therefore, during Citizen Input for example, the Council is prohibited by state law to deliberate or take action on any issues introduced by the public other than to take them under advisement. Posted: May 16, 2014; 5:00 p.m. Terry Smith, City Secretary _____.

If you plan to attend this public meeting and you have a disability that requires special arrangements at the meeting, please contact Terry Smith, City Secretary, at (972) 495-1212, 48 business hours prior to the scheduled meeting date. Reasonable accommodations will be made to assist your needs.



Legislation Details (With Text)

File #: 14-2205 **Version:** 1 **Name:** Consider approval of the minutes of the April 21, 2014, regular meeting.

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

File created: 5/7/2014 **In control:** City Council

On agenda: 5/19/2014 **Final action:**

Title: Consider approval of the minutes of the April 21, 2014, regular meeting.

Executive Summary
Minutes from the recent Council meeting.

Sponsors:

Indexes:

Code sections:

Attachments: [Minutes.04.21.14.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider approval of the minutes of the April 21, 2014, regular meeting.

Executive Summary

Minutes from the recent Council meeting.

Background

Minutes from a recent Council meeting on April 21, 2014, for review and approval. This item was tabled at the last meeting for review of the video tape. Corrections have been made and ready for review.

Policy Considerations

Not applicable.

Budgetary Considerations

Not applicable.

Staff Recommendations

Approval of the minutes of the April 21, 2014, regular meeting, as a Consent Agenda Item.

REGULAR MEETING
OF THE
CITY COUNCIL OF THE CITY OF SACHSE

APRIL 21, 2014

The City Council of the City of Sachse held a Regular Meeting on Monday, April 21, 2014 at 7:30 p.m. at the Sachse City Hall after proper notice. The roll of the duly constituted City Council Members was called which members are as follows, to wit:

Mayor Mike Felix
Mayor Pro Tem Bill Adams
Councilman Charles Ross
Councilman Brett Franks
Councilman Todd Ronnau
Councilman Cullen King
Councilman Jeff Bickerstaff

and all were present.

Staff present: City Manager Billy George, City Secretary Terry Smith, Cathy Cade, Administrative Assistant, Community Development Interim Director Michael Spencer, Police Chief Dennis Veach, Human Resources Manager Laura Morrow, Parks and Recreation Director Lance Whitworth, Library Manager Mignon Morse, City Engineer Greg Peters, Public Works Director Joe Crase, Finance Director Teresa Savage and Fire Chief Rick Coleman.

Invocation and Pledge of Allegiance to U.S. and Texas Flags:

The invocation was offered by Councilman Franks and the pledges were led by Councilman Ronnau.

1. Consent Agenda:

Councilman Franks requested to remove Agenda Item # 14-2175 for discussion.

Councilman King moved to approve the Consent Agenda consisting of: 14-2171 Consider approval of the minutes of the April 7, 2014, regular Meeting. The motion was seconded by Councilman King and passed unanimously.

14-2175 Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the agreement for professional services between the City of Sachse, Texas, and Lee Engineering.

Following discussion, Councilman King moved to approve Ordinance No. 3582. The motion was seconded by Mayor Pro Tem Adams and carried with Councilman Franks voting no.

2. Mayor and City Council Announcements regarding special events, current activities and local achievements:

Councilman Franks noted the upcoming Parks Program: Movie in the park "Frozen" on Saturday, May 3rd in the amphitheater. A costume contest is at 8:15 p.m. and the movie is at 8:30 p.m.

Mayor Felix noted the upcoming events: April 26th is the Drug Take Back Program at City Hall; May 2nd is the Relay for Life at 6 pm at Schaffer Stadium in Wylie and also on May 2nd is the Men Who Cook event at 6:30 p.m. at Woodbridge Golf Club.

3. Citizen Input:

No comments were made.

4. Regular Agenda Items:

14-2119 Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending Figure 3-3 Future Land Use Plan of the Sachse Comprehensive Plan; amending Table 3-2 Future Land Use Plan Acreage of the Sachse Comprehensive Plan:

Mayor Felix opened the public hearing.

Don Herzog, applicant, made a presentation about the development.

Michael Wheeler 6310 Ben Road, requested the land be kept the way it is with acreage tracts.

Mike Kellam 5619 Pinnacle Oaks Circle, stated nearby cities has acreage tract developments. He prefers the zoning stay the same.

Christie Benator 3605 Pleasant Valley Road, lives on a 7 acre tract. Fairview and Lucas have nice developments with acreage. She cringes at the number of cars the development will generate. Wylie has 974 homes in a nearby development that will also put traffic on Pleasant Valley Road.

David Benator 3605 Pleasant Valley Road, stated the proposed development is incompatible with the area. Any roads need to be improved first. More city services will be required by the development.

Kevin Quinn 6613 Eastview, stated Pleasant Valley is a terrible road and would be expensive to repair. He is opposed to a change in the land use.

Emily Donnelly 6302 Ben Road, stated Sachse is unique and different from its neighbors. It has a small town feel. She requested to keep the land rural residential.

Amy Black 6306 Ben Road, moved here because of the rural residential character. She encouraged the Council to vote no.

Allen Baxter 5604 Pinnacle Circle, stated he has 2.5 acres and would prefer the land be kept rural residential. He requested a vote against the change.

Ron Hawk 6306 Ben Road, is concerned for safety on Pleasant Valley Road. Rural is the way to go.

Sheryl Baxter 5604 Pinnacle Circle, stated that with water restrictions we do not need more homes. Please consider this piece of Sachse special.

Ari Yallon 5515 Oakridge Circle, stated he is in a nice neighborhood, please keep it that way.

Councilman Franks moved to close the public hearing. The motion was seconded by Mayor Pro Tem Adams and carried unanimously.

Following discussion, Mayor Pro Tem Adams moved to deny an Ordinance of the City of Sachse, Texas, amending Figure 3-3 Future Land Use Plan of the Sachse Comprehensive Plan; amending Table 3-2 Future Land Use Plan Acreage of the Sachse Comprehensive Plan. The motion was seconded by Councilman Bickerstaff and carried unanimously.

14-2122 Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending Figure 4-1, Thoroughfare Plan of the Sachse Comprehensive Plan:

Mayor Felix opened the public hearing.

Sandra Newman 5508 Pinnacle Oak, prefers this item be removed from the Thoroughfare Plan. The extra traffic will ruin the character of the neighborhood. The street is not designed for that much traffic.

Allen Baxter 5604 Pinnacle Circle, stated his street has no sidewalks, so they walk in street. He requested it be removed from the Master Plan.

Bobby Tillman 6314 Ben Road, requested the Council keep the neighborhood the way that it is. Ben Road is not a through street.

Tony Maham 5610 Pinnacle Oaks, stated new residents locate here because of location and lot size. Keep it simple.

Emily Donnelly 6302 Ben Road, stated the existing residential streets of Ben Road and Pinnacle Oaks and not set up for all the traffic. Please take it off the Master Thoroughfare Plan.

Mike Kellam 5619 Pinnacle Oaks Circle, doesn't want a collector street going into a residential neighborhood. Please develop appropriately.

Mayor Pro Tem Adams moved to close the public hearing. The motion was seconded by Councilman Ross and carried unanimously.

Following discussion, Mayor Pro Tem Adams moved to approve Ordinance No. 3583 of the City of Sachse, Texas, amending Figure 4-1, Thoroughfare Plan of the Sachse Comprehensive Plan. The motion was seconded by Councilman Franks and carried with Councilman Ronnau voting no.

14-2124 Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending the Comprehensive Zoning Ordinance and Map, as heretofore amended; to grant a change of zoning from an Agricultural District (AG) to a Planned Development District (PD) on an approximately 174.82-acre tract of land, more particularly described in Exhibit "A" and located on the northeast corner of Pleasant Valley Road and Ben Road, City of Sachse, Dallas County, Texas; providing for the approval of the Zoning Exhibit attached as Exhibit "B"; providing for the approval of Development Standards attached as Exhibit "C"; providing for the approval of the Zoning Concept Plan approved as Exhibit "D":

Don Herzog, applicant, requested this agenda item be withdrawn.

Following discussion, Mayor Pro Tem Adams moved to accept the developer's request to withdraw this item. The motion was seconded by Councilman Ross and carried unanimously

14-2180 Conduct a public hearing and consider an ordinance of the City Council of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 10, "Utilities" by amending: Section 10-7 "Water Conservation and Drought Contingency and Water Emergency Response Plan"; by adopting the May 2014 Water Conservation Plan and the May 2014 Water Resource Management Plan and providing for enforcement provisions; providing for the delayed effective date for the May 2014 Water Conservation and Water Resource Management Plan; providing a repealing clause; providing a severability clause; providing a savings clause; providing for a penalty or fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing for an effective date:

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

Councilman Franks moved to close the public hearing. The motion was seconded by Councilman Ross and carried unanimously.

Following discussion, Councilman Bickerstaff moved to approve Ordinance 3584 as presented. The motion was seconded by Councilman Franks and carried unanimously

14-2174 Discuss and consider a recipient for the City of Sachse \$1,000 scholarship:

Mayor Felix stated it was a difficult decision as all the applicants were qualified and the scoring of the applications was close.

Following discussion, Councilman King moved to award the Allied Sachse Scholarship to Robert Foster. The motion was seconded by Councilman Ross and carried unanimously

5. Adjournment:

There being no further business, Councilman Ronnau moved to adjourn. The motion was seconded by Councilman King and carried unanimously. The meeting adjourned at 9:14 p.m.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR



Legislation Details (With Text)

File #:	14-2206	Version:	1	Name:	Consider approval of the minutes of the May 5, 2014, regular meeting.
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	5/7/2014	In control:		In control:	City Council
On agenda:	5/19/2014	Final action:		Final action:	
Title:	Consider approval of the minutes of the May 5, 2014, regular meeting.				
	Executive Summary Minutes from the recent Council meeting.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Minutes.05.05.14.pdf				

Date	Ver.	Action By	Action	Result
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Title

Consider approval of the minutes of the May 5, 2014, regular meeting.

Executive Summary

Minutes from the recent Council meeting.

Background

Minutes from a recent Council meeting on May 5, 2014, for review and approval.

Policy Considerations

Not applicable.

Budgetary Considerations

Not applicable.

Staff Recommendations

Approval of the minutes of the May 5, 2014, regular meeting, as a Consent Agenda Item.

REGULAR MEETING
OF THE
CITY COUNCIL OF THE CITY OF SACHSE

MAY 5, 2014

The City Council of the City of Sachse held a Regular Meeting on Monday, May 5, 2014 at 7:30 p.m. at the Sachse City Hall after proper notice. The roll of the duly constituted City Council Members was called which members are as follows, to wit:

Mayor Mike Felix
Mayor Pro Tem Bill Adams
Councilman Charles Ross
Councilman Brett Franks
Councilman Todd Ronnau
Councilman Cullen King
Councilman Jeff Bickerstaff

and all were present except Councilman King.

Staff present: City Manager Billy George, City Secretary Terry Smith, Cathy Cade, Administrative Assistant, Community Development Interim Director Michael Spencer, Police Chief Dennis Veach, Human Resources Manager Stacy Buckley, Parks and Recreation Director Lance Whitworth, Library Manager Mignon Morse, City Engineer Greg Peters, Public Works Director Joe Crase, Fire Chief Rick Coleman, and Finance Director Teresa Savage.

Invocation and Pledge of Allegiance to U.S. and Texas Flags:

The invocation was offered by Councilman Franks and the pledges were led by Councilman Ross.

1. Consent Agenda:

Councilman Ross requested to remove Agenda Item # 14-2191 for discussion.

Councilman Ross moved to approve the Consent Agenda consisting of: 14-2198 Consider receiving the Monthly Revenue and Expenditure Report for the period ending March 31, 2014; 14-2183 Consider acceptance of the Quarterly Budget and Investment Reports for the quarter ended March 31, 2014; 14-2181 Resolution No. 3585 of the City Council of the City of Sachse, Texas, authorizing the application for the 2014 Hancher Foundation grant for library materials; 14-2201 Resolution No. 3586 of the City Council of the City of Sachse, Texas, denying the rate increase requested by Atmos Energy Corp., Mid-Tex Division under the company's 2014 annual rate review mechanism filing in all cities exercising original jurisdiction; requiring the company to reimburse cities' reasonable ratemaking expenses pertaining to review of the RRM; authorizing the City's participation with Atmos Cities Steering Committee in any appeal filed at the Railroad Commission of Texas by the company; requiring the company to reimburse cities' reasonable ratemaking expenses in any such appeal to the Railroad Commission; determining that this resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; and requiring delivery of this resolution to the company and the steering committee's legal counsel; and 14-2190 Resolution No. 3587 of the City of Sachse, Texas, approving the terms and conditions of the Project Specific Agreement to the Master

Interlocal Agreement for Dallas County to provide partial funding for mowing along duly qualified "Type B" public roadways. The motion was seconded by Councilman Bickerstaff and passed unanimously.

14-2191 Consider approval of the minutes of the April 21, 2014, regular meeting: Councilman Ross stated we need to check the video tape of the meeting on this item to determine if the public hearing was opened. Councilman Ross moved to table 14-2191. The motion was seconded by Mayor Pro Tem Adams and carried unanimously.

2. Mayor and City Council Announcements regarding special events, current activities and local achievements:

14-2203 Present the City of Sachse \$1,000 scholarship to Sachse High School Senior and Sachse resident Robert Foster.

14-2204 Recognize employees for their service to the City of Sachse.

14-2200 Staff Briefing: Engineering Department Update.

Councilman Bickerstaff noted the upcoming Library Programs: May 29th from 7:00-8:00 p.m. Friends of Library are sponsoring an Estate Planning seminar; On Tuesday, at 4:30 p.m. the Teen Club meets; and at 7:00 p.m. is pajama story time. He welcomed Teresa Savage back to work. Councilman Bickerstaff welcomed Stacy Buckley, new Human Resources Manager.

Mayor Pro Tem Adams attended the Friday, Relay for Life for Sachse, Wylie and Murphy. It was a successful event. He also noted the Supreme Court ruled 5-4 that prayer prior to the Council meeting is constitutional.

Mayor Felix stated the Men Who Cook Chamber event on Friday night at Woodbridge Golf Club was a success. Mayor Pro Tem Adams noted that Mayor Felix received the first place award for his entrée, spaghetti sauce.

3. Citizen Input:

City Secretary Smith noted Early Voting ends tomorrow and Saturday is Election Day and the polls are open from 7:00 a.m. until 7:00 p.m. at City Hall.

4. Regular Agenda Items:

14-2177 Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending the Comprehensive Zoning Ordinance and Map so as to grant a Special Use Permit for an Automotive Repair, Major Use on an approximately 0.361 acre tract of land located at 6609 Industrial Drive, more particularly described in Exhibit "A", and located in a restricted manufacturing / warehousing ("I-1") district; providing special conditions; providing for the approval of the Site Plan attached as Exhibit "B".

Mayor Felix opened the public hearing.

No comments were made.

Mayor Pro tem Adams moved to close the public hearing. The motion was seconded by Councilman Ross and carried unanimously.

Following discussion, Mayor Pro Tem Adams moved to approve Ordinance No. 3588 amending the Comprehensive Zoning Ordinance and Map so as to grant a Special Use Permit for an Automotive Repair, Major Use on an approximately 0.361 acre tract of land located at 6609 Industrial Drive, more particularly described in Exhibit "A", and located in a restricted manufacturing / warehousing ("I-1") district; providing special conditions; providing for the approval of the Site Plan attached as Exhibit "B". The motion was seconded by Councilman Ross and carried with Councilman Bickerstaff voting no.

14-2176 Consider the application of Woodbridge XVII, Ltd. for approval of a Preliminary Plat for Woodbridge Phase 19, being 148 single-family residential lots and four (4) Homeowner's Association (HOA) lots, on approximately 52.486 acres, on the east side of Maxwell Creek Road, just north of Ranch Road:

Following discussion, Mayor Pro Tem Adams moved to approve the application of Woodbridge XVII, Ltd. for approval of a Preliminary Plat for Woodbridge Phase 19, being 148 single-family residential lots and four (4) Homeowner's Association (HOA) lots, on approximately 52.486 acres, on the east side of Maxwell Creek Road, just north of Ranch Road. The motion was seconded by Councilman Ross and carried unanimously.

14-2199 Discuss and consider a resolution of the City Council of the City of Sachse, Texas, establishing a voluntary fund for the Library voluntary fund for Parks and Recreation, and a voluntary fund for Animal Control:

Following discussion, Mayor Pro Tem Adams moved to approve Resolution No. 3589 of the City Council of the City of Sachse, Texas, establishing a voluntary fund for the Library voluntary fund for Parks and Recreation, and a voluntary fund for Animal Control. The motion was seconded by Councilman Ross and carried unanimously

14-2153 Discuss contracting with a new Emergency Medical Service (EMS) Medical Control and EMS Continuing Education provider for the Sachse Fire Department:

Following discussion, it was determined this item would be on a future agenda for action. No formal Council action was taken.

5. Adjournment:

There being no further business, Mayor Pro Tem Adams moved to adjourn. The motion was seconded by Councilman Ronnau and carried unanimously. The meeting adjourned at 9:36 p.m.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR



Legislation Details (With Text)

File #:	14-2212	Version:	1	Name:	Purchase Order for Asphalt Road Reconstruction - Reynolds Asphalt & Construction Company
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	5/13/2014	In control:		In control:	City Council
On agenda:	5/19/2014	Final action:		Final action:	

Title: Consider a resolution of the City Council of the City of Sachse, Texas, approving Purchase Orders in the amount not to exceed nine hundred fifty-six thousand two hundred twelve dollars and forty cents (\$956,212.40) to Reynolds Asphalt and Construction Company, Incorporated for asphalt roadway improvement projects.

Executive Summary

The City's Capital Improvement Plan (CIP) includes funds for asphalt roadway improvements. These roads include Sachse Road/5th Street, Cartwright Drive, Bonanza Drive, and Ponderosa Drive. In 2012, the City Council approved an Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie, which allows the City to utilize existing contracts Grand Prairie has executed with contractors for construction projects. One such contract is for asphalt roadway improvements. Purchase orders are required to authorize the contractor to begin work on the asphalt roadways listed in the CIP. The Purchase Orders are in an amount based upon the City Council approved budget for each project. The Contractor has provided an initial cost estimate for each project, assuming full depth replacement. The Contractor will provide a geotechnical assessment to determine the final scope for each project, including where full depth street replacement is necessary, and where partial depth street replacement is necessary. Staff will return to Council with the final scope and final cost estimate upon completion of the assessment.

Sponsors:

Indexes:

Code sections:

- Attachments:**
- [Attachment 1 - Project Maps PDF](#)
 - [Attachment 2 - Initial Estimates PDF](#)
 - [Attachment 3 - Grand Prairie - Reynolds - initial contract](#)
 - [Resolution for Purchase Orders to Reynolds Asphalt PDF](#)
 - [PRESENTATION - PURCHASE ORDER FOR ASPHALT ROADWAY IMPROVEMENTS PDF](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving Purchase Orders in the amount not to exceed nine hundred fifty-six thousand two hundred twelve dollars and forty cents (\$956,212.40) to Reynolds Asphalt and Construction Company, Incorporated for asphalt roadway improvement projects.

Executive Summary

The City's Capital Improvement Plan (CIP) includes funds for asphalt roadway improvements. These roads include Sachse Road/5th Street, Cartwright Drive, Bonanza Drive, and Ponderosa Drive. In 2012, the City Council approved an Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie, which allows the City to utilize existing contracts

Grand Prairie has executed with contractors for construction projects. One such contract is for asphalt roadway improvements. Purchase orders are required to authorize the contractor to begin work on the asphalt roadways listed in the CIP. The Purchase Orders are in an amount based upon the City Council approved budget for each project. The Contractor has provided an initial cost estimate for each project, assuming full depth replacement. The Contractor will provide a geotechnical assessment to determine the final scope for each project, including where full depth street replacement is necessary, and where partial depth street replacement is necessary. Staff will return to Council with the final scope and final cost estimate upon completion of the assessment.

Background

Several asphalt roads are slated to be improved this fiscal year. The asphalt roadways listed in the Capital Improvement Plan (CIP) this fiscal year include the following and are shown on the Attachment 1 Project Map:

- 1) Sachse Road/5th Street - 5th Street from Billingsly to Sachse Road and Sachse Road from 5th Street to Country Club Drive.
- 2) Cartwright Drive - Cartwright Drive from 3rd Street to Big Valley Lane
- 3) Bonanza Drive - Bonanza Drive from 2nd Street to Big Valley Lane
- 4) Ponderosa Drive - Ponderosa Drive from Ben Davis Road to the west end

The Contractor has provided the City with an initial cost estimate for each project, based upon full depth replacement of the streets, as shown in Attachment 2 Initial Estimates.

Once the Purchase Order is approved, the Contractor will complete a geotechnical assessment for each project. City staff will work with the Contractor to review the assessment results and identify the appropriate construction method for each section of the project. Construction methods may include:

- Full depth replacement of the subgrade and asphalt (Contractor's initial bid)
- Partial depth replacement of the subgrade and replacement of the asphalt
- Asphalt milling and placement of a new asphalt top coat

City staff will work with the Contractor to identify the proper re-construction method and adjust the scope to re-construct the projects within the project budget.

City staff will return to City Council for approval of the final construction costs once the assessment is completed and the scope is finalized.

Policy Considerations

The City Council previously approved an Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie, Ordinance No. 3381. This allows the City of Sachse to utilize existing contracts publicly bid and awarded by the City of Grand Prairie and vice versa. The City of Grand Prairie executed a contract with Reynolds Asphalt & Construction Company for asphalt pavement improvements, as shown in Attachment 3. The City of Sachse will utilize the unit bid pricing in the Grand Prairie contract to install the asphalt paving improvements for

the streets listed in the CIP for this fiscal year.

Once the purchase orders are executed, a notice to proceed will be issued and work will commence. It is anticipated the entire scope will be complete by the end of 2014.

Budgetary Considerations

In order to proceed with using the existing contract with Reynolds Asphalt & Paving Company, purchase orders are required to be approved by the City Council to begin each project. The purchase orders are in an amount matching the approved budget for each project. The approved budget for each project is listed below:

1) Sachse Road/5th Street -	\$656,212.40
(\$328,106.20 Dallas County Funds)	
(\$328,106.20 City Funds)	
2) Cartwright Drive -	\$115,000.00
3) Bonanza Drive -	\$85,000.00
4) Ponderosa Drive -	\$100,000.00

Total - \$956,212.40

Sachse Road/5th Street

The project is a City/County partnership. The City of Sachse and Dallas County will each be responsible for 50% of the construction costs.

The 2013-2014 CIP included \$224,000 for Sachse Road/5th Street. The funds in the CIP are from RCC funding. City Council approved an additional \$104,000.00 from RCC Funds toward the project as identified in the Interlocal Agreement with Dallas County.

Dallas County has agreed to fund up to \$328,106.20 for Sachse Road/5th Street. The City Council approved a Project Specific Interlocal Agreement on October 7, 2013 for this funding. The purchase order will include the amount of funds from Dallas County so the contractor can be paid. Dallas County will reimburse the City once the construction is complete.

Cartwright Drive

The 2013-2014 CIP approved by the City Council includes \$115,000.00 in funds from the Capital Project Funds toward asphalt reconstruction for Cartwright Drive. The initial cost estimate provided by the Contractor is \$102,024.75 for full depth replacement.

Bonanza Drive

The 2013-2014 CIP approved by the City Council includes \$85,000.00 in funds from the Street Maintenance Tax Fund toward asphalt reconstruction for Bonanza Drive. The initial cost estimate provided by the Contractor is \$90,819.30 for full depth replacement.

Ponderosa Drive

The 2013-2014 CIP approved by the City Council includes \$100,000.00 in funds from the

Street Maintenance Tax Fund toward asphalt reconstruction for Ponderosa Drive. The initial cost estimate provided by the Contractor is \$116,122.30 for full depth replacement.

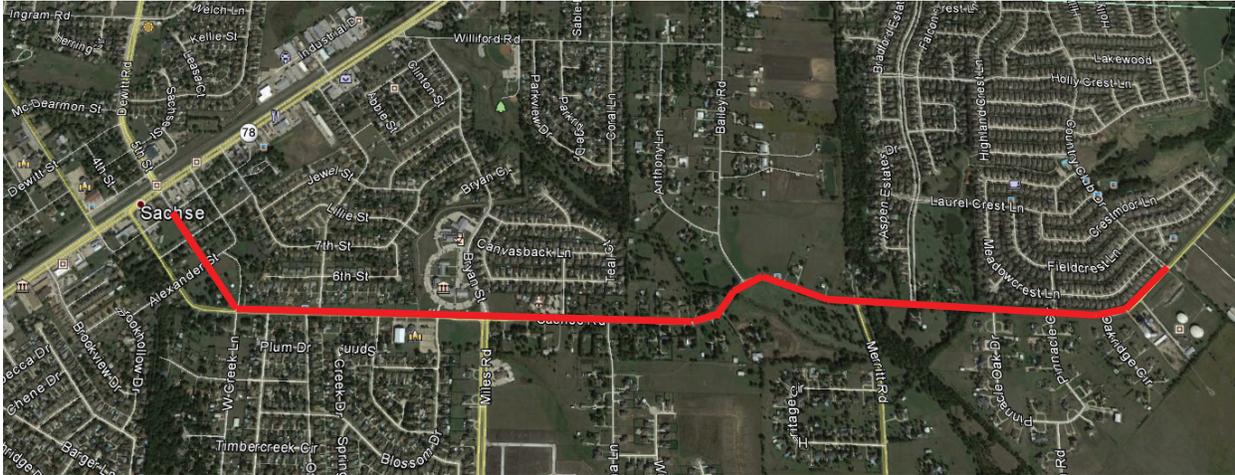
The purchase orders allow the Contractor to begin work on each project. The Contractor will provide a geotechnical assessment and work with City staff to finalize the scope based on the required construction methods for each project. Staff will return to City Council for approval of the final construction costs upon completion of the assessment.

Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, approving Purchase Orders in the amount not to exceed nine hundred fifty-six thousand two hundred twelve dollars and forty cents (\$956,212.40) to Reynolds Asphalt and Construction Company, Incorporated for asphalt roadway improvement projects, as a consent agenda item.

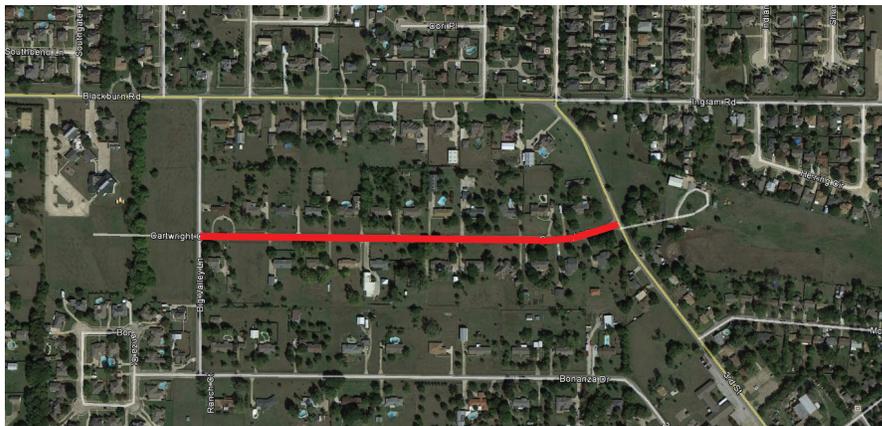
Sachse Road/5th Street

- Project Limits



CARTWRIGHT DRIVE

- Project Limits



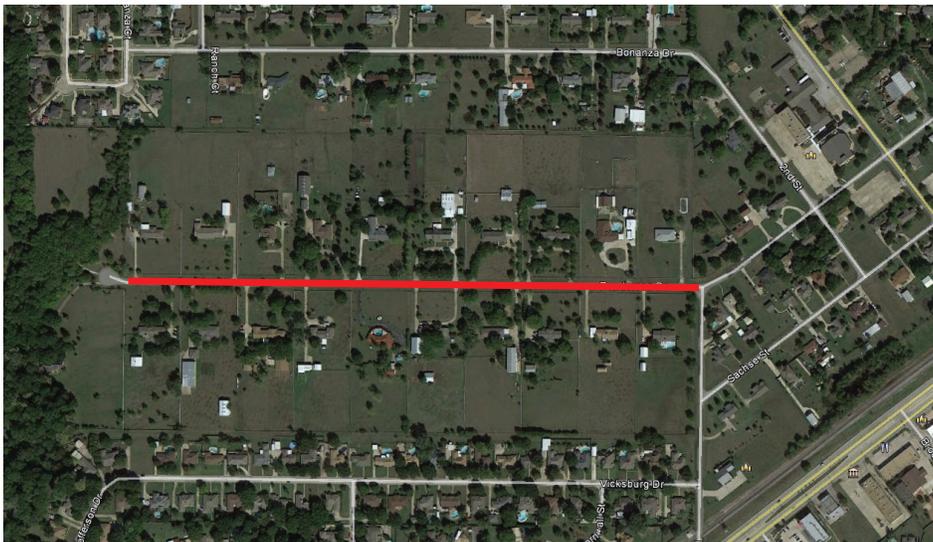
BONANZA DRIVE

- Project Limits



PONDEROSA DRIVE

- Project Limits



REYNOLDS ASPHALT & CONSTRUCTION COMPANY

Since 1981

P.O. Box 370 * Euless, TX 76039
Metro (817) 267-3131 * Fax (817) 267-7022

Sachse Road
Sachse, Texas
City of Sachse

Item	Description	Estimated Quantity	Unit	Unit Bid	Bid Extension
4	3" Ty "C" HMAC	4,713.0	TON	\$64.00	\$301,632.00
10	Additional Mileage Hauled more than 10 miles	4,713.0	TON	\$12.80	\$60,326.40
12	Thoroughfare Traffic Control	1.0	EA	\$800.00	\$800.00
17	8"-28#/SY Cement Stab Existing	28,560.0	SY	\$6.25	\$178,500.00
24	3" Milling	28,560.0	SY	\$3.50	\$99,960.00
25	Backfill Shoulders	21,420.0	LF	\$0.70	\$14,994.00
					<hr/>
					\$656,212.40

CITY OF SACHSE

Sachse Road

TOTAL

**UNIT PRICE
BID**

**TOTAL
QUANTITY**

**COMPLETED
TO DATE**

1	HMAC Type D Delivered more than 1500 tons	TONS	\$ 67.00		\$ -
2	HMAC Type D Delivered 500 to 1499 tons	TONS	\$ 71.00		\$ -
3	HMAC Type D Delivered less than 499 tons	TONS	\$ 76.00		\$ -
4	HMAC Type C Delivered more than 1500 tons	TONS	\$ 64.00	4,713.00	\$ 301,632.00
5	HMAC Type C Delivered 500 to 1499 tons	TONS	\$ 67.00		\$ -
6	HMAC Type C Delivered less than 499 tons	TONS	\$ 72.00		\$ -
7	HMAC Type B Delivered more than 1500 tons	TONS	\$ 55.00		\$ -
8	HMAC Type B Delivered 500 to 1499 tons	TONS	\$ 58.00		\$ -
9	HMAC Type B Delivered less than 499 tons	TONS	\$ 63.00		\$ -
10	Additional Mileage Hauled beyond the first 10 from bidders plant Items# 1-9 Per Ton Per Mile **NOTE: \$0.40 per mile @ 32 miles**	EACH PER TON MILE	\$ 12.80	4,713.00	\$ 60,326.40
11	Move In/Out Charge for projects under 499 tons	EACH	\$ 500.00		\$ -
12	Thoroughfare Traffic Control Charges Per street	EACH	\$ 800.00	1.00	\$ 800.00
13	Manhole Ring Riser Adjustment/Placement Ring	EACH	\$ 75.00		\$ -
14	Valve Ring Riser Adjustment/Placement Ring	EACH	\$ 50.00		\$ -
15	Base Repair - 6" Flex Base & 2" HMAC	SY	\$ 27.00		\$ -
16	Base Repair - Flex Base installed only	TONS	\$ 14.00		\$ -
17	8" Cement Stab Existing - more than 3000 sy	SY	\$ 6.25	28,560.00	\$ 178,500.00
18	8" Cement Stab Existing - 1400 to 2999 sy	SY	\$ 7.00		\$ -
19	8" Cement Stab Existing - less than 1399 sy	SY	\$ 8.50		\$ -
20	Hauling Excessive Material more than 101 cy	CY	\$ 14.00		\$ -
21	Hauling Excessive Material 51 to 100 cy	CY	\$ 17.00		\$ -
22	Hauling Excessive Material less than 50 cy	CY	\$ 21.00		\$ -
23	Wedge Mill	LF	\$ 2.50		\$ -
24	Full Depth Milling	SY	\$ 3.50	28,560.00	\$ 99,960.00
25	Backfill Shoulders	LF	\$ 0.70	21,420.00	\$ 14,994.00
26	8" Pulverization	SY	\$ 2.00		\$ -

TOTAL FOR PAGE

\$ 656,212.40

REYNOLDS ASPHALT & CONSTRUCTION COMPANY

Since 1981

P.O. Box 370 * Euless, TX 76039
Metro (817) 267-3131 * Fax (817) 267-7022

Cartwright Ln
Sachse, Texas
City of Sachse

Item	Description	Estimated Quantity	Unit	Unit Bid	Bid Extension
4	2" Ty "C" HMAC	715.0	TON	\$64.00	\$45,760.00
10	Additional Mileage Hauled more than 10 miles	715.0	TON	\$12.80	\$9,152.00
12	Thoroughfare Traffic Control	0.0	EA	\$800.00	\$0.00
17	8"-28#/SY Cement Stab Existing	6,315.0	SY	\$6.25	\$39,468.75
20	Haul off Excessive Material	350.0	CY	\$14.00	\$4,900.00
25	Backfill Shoulders	3,920.0	LF	\$0.70	\$2,744.00
					<hr/> \$102,024.75

REYNOLDS ASPHALT & CONSTRUCTION COMPANY

Since 1981

P.O. Box 370 * Euless, TX 76039
Metro (817) 267-3131 * Fax (817) 267-7022

Bonanza Dr
Sachse, Texas
City of Sachse

Item	Description	Estimated Quantity	Unit	Unit Bid	Bid Extension
4	2" Ty "C" HMAC	630.0	TON	\$64.00	\$40,320.00
10	Additional Mileage Hauled more than 10 miles	630.0	TON	\$12.80	\$8,064.00
12	Thoroughfare Traffic Control	0.0	EA	\$800.00	\$0.00
17	8"-28#/SY Cement Stab Existing	5,630.0	SY	\$6.25	\$35,187.50
20	Haul off Excessive Material	315.0	CY	\$14.00	\$4,410.00
25	Backfill Shoulders	4,054.0	LF	\$0.70	\$2,837.80
					<hr/> \$90,819.30

REYNOLDS ASPHALT & CONSTRUCTION COMPANY

Since 1981

P.O. Box 370 * Euless, TX 76039
Metro (817) 267-3131 * Fax (817) 267-7022

**Ponderosa Trail
Sachse, Texas
City of Sachse**

Item	Description	Estimated Quantity	Unit	Unit Bid	Bid Extension
4	2" Ty "C" HMAC	800.0	TON	\$64.00	\$51,200.00
10	Additional Mileage Hauled more than 10 miles	800.0	TON	\$12.80	\$10,240.00
12	Thoroughfare Traffic Control	1.0	EA	\$800.00	\$800.00
17	8"-28#/SY Cement Stab Existing	7,144.0	SY	\$6.25	\$44,650.00
20	Haul off Excessive Material	400.0	CY	\$14.00	\$5,600.00
25	Backfill Shoulders	5,189.0	LF	\$0.70	\$3,632.30
					<hr/> \$116,122.30

ID

1528

Department:
Purchasing for Streets

Vendor Name: ✓
Reynolds Asphalt

Project Name:
11099 Pavement Resurfacing Service - Reynolds - initial contract

Work Order Number(s):

Account Number:
258111-63030

Contract Amount: ✓
\$2,780,213.00

Implementation Date:
10/1/2011

Termination Date:
9/30/2012

City Council Appr. Date:
9/6/2011

Insurer A Name:
Continental Ins.

Insurer A Expiration:
5/8/2012

Insurer B Name:
Starr ind

Insurer B Expiration:
5/8/2012

Insurer C Name:
Valley Forge Ins

Insurer C Expiration:
5/8/2012

Insurer D Name:

Insurer D Expiration:

Insurer E Name:

Insurer E Expiration:

Return Executed Copy To:
purchasing interoffice mail

Department Manager Signature:

Date:

9-15-11

MTB

City Attorney Signature:

Date:

9/19

City Manager/Deputy City Manager Signature:

Date:

9/20/11

City Secretary Signature:

Date:

9/20/11

CONTRACT for SERVICES PRICE AGREEMENT
CITY OF GRAND PRAIRIE

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

THIS CONTRACT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the "CITY"), and **REYNOLDS ASPHALT & CONSTRUCTION CO.** (hereinafter referred to as "VENDOR") and evidences the following:

I. PURPOSE

VENDOR shall provide pavement resurfacing service per bid award resulting from vendor's response to RFB #11099, submitted by Ned Tankersley on August 22, 2011. The parties understand that quantity of services to be furnished to the City is an estimate, and that the City may order more or less, depending on the projects and the work of the City that requires the services. The price of the services shall remain constant throughout the term of contract. If the amount of the services ordered exceeds the estimate, it may be necessary to seek additional approval from the Council or City Manager's Office, as set out in Paragraph IV and VIII herein.

II. DESCRIPTION OF SERVICES

The services which VENDOR shall provide for the CITY shall include the following:

- A. VENDOR hereby covenants and agrees that VENDOR is to work closely with the CITY's Public Works Director or their designee, and/or other appropriate officials of the CITY, and that VENDOR is to perform any and all tasks required of VENDOR to fulfill the purposes of this Contract.
- B. VENDOR and the CITY covenant and agree that VENDOR shall perform all of the services and work contained in CITY specifications and VENDOR'S bid to the CITY (attached hereto as "Exhibit A"); said document being part of this Contract and incorporated in its entirety herein. The parties agree that should there be any conflict between the terms of the incorporated document and this Contract, the provisions of this Contract shall control.
- C. VENDOR expressly covenants and agrees to provide the CITY with such written reports or documentation of guaranties as may be required by the scope of the bid.

III. PERFORMANCE OF WORK

VENDOR or VENDOR'S associates and employees shall perform all the work called for in this Contract. VENDOR hereby covenants and agrees that all of VENDOR'S associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract, and the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.

IV. PAYMENT

The CITY shall pay to VENDOR a sum not to exceed those unit prices, or percentage discount from list price where applicable, in the bid for the purchase of services designated herein and in no event shall total payments under the base contract exceed \$2,780,213.00 without additional approval. Invoice must be delivered to the attention of the department placing the order. Payments will be made as work is completed and certification by the City that the work is performed in a good and workmanlike manner within 30 day of certification or receipt of invoice, whichever is later. Payment will be made by means of a City issued check, an ACH, or with a City issued Procurement Card (Mastercard).

V. TERM OF THE CONTRACT

This Contract is for an initial term of one year with the option to renew for four additional one year periods. This Contract is effective as of October 1, 2011, and shall terminate midnight September 30, 2012, at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through allowable renewal option, or, unless otherwise terminated as provided in Paragraph XVI herein.

VI. CONTRACT ASSIGNMENT

VENDOR and the CITY hereby covenant and agree that this Contract provides for services and that these services are not to be assigned or sublet in whole or part without the prior written consent of the CITY.

VII. CONFLICT OF INTEREST

VENDOR hereby covenants and agrees that during the Contract period that VENDOR and any of VENDOR'S associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by VENDOR pursuant to this Contract will be conducted by employees or associates of VENDOR. VENDOR further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction with the CITY. Any violation of this paragraph which occurred with the actual or constructive knowledge of VENDOR will render this Contract voidable by the CITY.

VIII. CHANGE IN WORK

The CITY, through its Purchasing Manager or his chosen agent, may request changes in the scope and focus of the activities and duties called for under this Contract. Any such change which, in the opinion of VENDOR or the CITY varies significantly from the scope and focus of the work set out herein or entails a significant increase in cost or expense to VENDOR must be mutually agreed upon by VENDOR and the CITY. The parties herein acknowledge that any change in the scope or focus of the work which results in the increase in compensation to VENDOR of the fee stated in Paragraph IV hereof must first be approved by the CITY'S Purchasing Manager, City Manager or City Council, where applicable.

IX. CONFIDENTIAL WORK

Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by **VENDOR** under this Contract shall be kept confidential and may not be made available to any individual or organization by **VENDOR** without the prior written approval of the **CITY** except as may be required by law.

X. OWNERSHIP OF DOCUMENTS

VENDOR acknowledges that **CITY** owns all notes, reports, or other documents, intellectual property or documentation produced by the vendor pursuant to this agreement or in connection with its work which are not otherwise public records. **VENDOR** acknowledges that **CITY** shall have copyright privileges to those notes, reports, documents, processes and information.

VENDOR shall provide **CITY** a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at **CITY** expense upon written request.

XI. NONDISCRIMINATION

As a condition of this Contract, **VENDOR** covenants and agrees that **VENDOR** shall take all necessary actions to insure, in connection with any work under this Contract, that **VENDOR** or **VENDOR'S** associates, sub-vendors, or employees, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly or indirectly or through contractual or other arrangements. In this regard, **VENDOR** shall keep, retain and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the **CITY** upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

XII. INDEPENDENT VENDOR

By the execution of this Contract, the **CITY** and **VENDOR** do not change the independent vendor status of **VENDOR**. No term or provision of this Contract or any act of **VENDOR** in the performance of this Contract may be construed as making **VENDOR** the agent or representative of the **CITY**. All employees of **VENDOR** shall perform their duties under the supervision of **VENDOR**, which shall have the exclusive right to dictate to the **VENDOR'S** employees how to perform their tasks. **VENDOR** agrees and covenants that each of its employees will be properly qualified and will use reasonable care in the performance of the assigned duties. **VENDOR** shall post all applicable warning signs if such work will disrupt normal traffic or workplace activities.

XIII. WARRANTY, HOLD HARMLESS, AND INDEMNITY

VENDOR warrants that the services it performs for CITY will be done in a good and workmanlike manner, and that any items delivered to the CITY under this contract will be fit for the particular purpose for which it was furnished. VENDOR shall defend, indemnify, and hold the CITY whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of VENDOR'S activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of VENDOR or any representative, agent, employee, or servant of the CITY. If an item is covered by a manufacturer's warranty, it is the responsibility of the VENDOR to obtain the information for CITY and to get the manufacturer to honor the warranty.

XIV. INSURANCE

Prior to the commencement of work under this Contract, VENDOR shall obtain and shall continue to maintain in full force and effect during the term of this Contract a comprehensive liability insurance policy, with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability and property damage coverage, in accordance with any CITY ordinance or Directive. The minimum limits for this coverage shall be \$1,000,000.00 combined single limit for liability and for property damage, unless modified in accordance with any ordinance or directive. The CITY shall be named as an additional insured under such policy and a provision shall be incorporated in the policy whereby the CITY shall be given at least thirty days prior notice of any material change in coverage or of cancellation of such policy.

XV. NO VERBAL AGREEMENT

This Contract contains the entire commitments and agreements of the parties to the Contract. Any verbal or written commitment not contained in this Contract or expressly referred to in this Contract and incorporated by reference shall have no force or effect.

XVI. TERMINATION

The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to VENDOR with the understanding that all services being terminated shall cease upon the date specified in such notice. The CITY shall equitably compensate VENDOR, in accordance with the terms of this Contract for the services properly performed prior to the date specified in such notice following inspection and acceptance of same by the CITY. VENDOR shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

XVII. VENUE

The parties to this Contract agree and covenant that this Contract will be performable in Grand Prairie, Texas, and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Dallas County, Texas.

XVIII. APPLICABLE LAWS

This Contract is made subject to the existing provisions of the Charter of the City of Grand Prairie, its rules, regulations, procedures and ordinances, present and future, and all applicable laws of the State of Texas and the United States.

XIX. CONTRACT INTERPRETATION

The parties to this Contract covenant and agree that in any litigation relating to this Contract, the terms and conditions of the Contract will be interpreted according to the laws of the State of Texas.

XX. NOTICES

All notices, communications and reports under this Contract must be mailed or delivered to the respective parties at the addresses shown below, unless either party is otherwise notified in writing by the other party:

CITY:

Angi Mize

Buyer ~ Purchasing Division

972/237-8262 Phone ~ 972/237-8265 Fax

amize@gptx.org

City of Grand Prairie

318 W. Main Street, Grand Prairie, TX 75050

PO Box 534045, Grand Prairie, TX 75053-4045

Ronnie Bates

Street Services Manager ~ Public Works - Streets

972/237-8526 Phone ~ 972/237-8533 Fax

rbates@gptx.org

City of Grand Prairie

1821 S. Sh161, Grand Prairie, TX 75052

PO Box 534045, Grand Prairie, TX 75053-4045

VENDOR:

Ned Tankersley, Vice President

817/267-3131 Phone ~ 817/267-7022 Fax

ntankersley@reynoldsasphalt.com

Reynolds Asphalt & Construction Co.

PO Box 370, Euless TX 76039

XXI. SEVERABILITY

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

XXII. RIGHT OF REVIEW

VENDOR covenants and agrees that the CITY, upon reasonable notice to VENDOR, may review any of the work performed by VENDOR under this Contract.

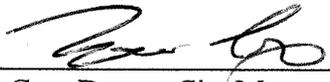
XXIII. WAIVER OF ATTORNEYS FEES

VENDOR and CITY expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

EXECUTED this the 26th day of Sept., 2012

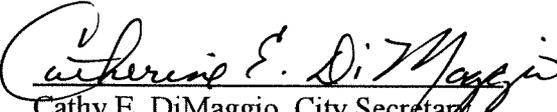
CITY OF GRAND PRAIRIE, TEXAS

**REYNOLDS ASPHALT &
CONSTRUCTION CO.**

By: 
Tom Cox, Deputy City Manager

By: 
Printed Name: Ned Tankersley
Title: Vice President

ATTEST:


Cathy E. DiMaggio, City Secretary

RECEIVED

SEP 13 2011

CITY OF GRAND PRAIRIE
PURCHASING

APPROVED AS TO FORM:

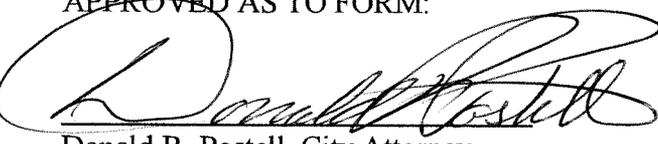
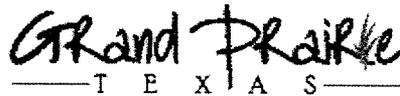

Donald R. Postell, City Attorney

Exhibit A

Solicitation 11099
Pavement Resurfacing Service



City of Grand Prairie

Bid 11099 Pavement Resurfacing Service

Bid Number **11099**
 Bid Title **Pavement Resurfacing Service**

Bid Start Date **Aug 4, 2011 8:37:08 AM CDT**
 Bid End Date **Aug 22, 2011 2:00:00 PM CDT**
 Question & Answer End Date **Aug 18, 2011 5:00:00 PM CDT**

Bid Contact **Angi Mize**
Buyer
Purchasing
972-237-8262
amize@gptx.org

Contract Duration **1 year**
 Contract Renewal **4 annual renewals**
 Prices Good for **Not Applicable**

Bid Comments **It is the intent of this specification to obtain an annual price agreement for the purchase of pavement resurfacing services for the City of Grand Prairie Public Works Street Maintenance Division. The work covered by this specification is for cleaning, preparing surface, placing tack coat and overlaying with HMAC of city streets. All construction shall be in accordance with this specification, NCTCOG and the Texas Highway specification.**
Information, questions or clarification concerning the intent of these specifications will be available from Street Department, Leland Miller, 972-237-8529, or city Purchasing Division, Ms. Angi Mize, 972-237-8262, amize@gptx.org,

Item Response Form

Item **11099-01-01 - HMAC Type D Delivered**
 Quantity **7905 ton**
 Unit Price **67.00**
 Delivery Location **City of Grand Prairie**
No Location Specified
Qty 7905

Description

1500 Tons or more of Hot Mix Asphalt Concrete pavement delivered and placed by contractor Type "D" surface course furnished and hauled by vendor a maximum of 10 miles from the nearest plant. Laid and furnished as per attached specification. HMAC mix shall not be less than 300 degrees F when placed at the job site.

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

Item **11099-01-02 - HMAC Type D Delivered less than 1499**
Quantity **4656 ton**
Unit Price **71.00**
Delivery Location **City of Grand Prairie**
No Location Specified
Qty 4656

Description

500-1499 Tons of Hot Mix Asphalt Concrete pavement delivered and placed by contractor Type "D" surface course furnished and hauled by vendor a maximum of 10 miles from the nearest plant. Laid and furnished as per attached specification. HMAC mix shall not be less than 300 degrees F when placed at the job site.

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

Item **11099-01-03 - HMAC Type D Delivered less than 499**
Quantity **1200 ton**
Unit Price **76.00**
Delivery Location **City of Grand Prairie**
No Location Specified
Qty 1200

Description

2-499 Tons of Hot Mix Asphalt Concrete pavement delivered and placed by contractor Type "D" surface course furnished and hauled by vendor a maximum of 10 miles from the nearest plant. Laid and furnished as per attached specification. HMAC mix shall not be less than 300 degrees F when placed at the job site.

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

Item **11099-01-04 - HMAC Type C Delivered**
Quantity **5400 ton**
Unit Price **69.00**
Delivery Location **City of Grand Prairie**
No Location Specified
Qty 5400

Description

1500 Tons or more of Hot Mix Asphalt Concrete pavement delivered and placed by contractor Type "C" surface course furnished and hauled by vendor a maximum of 10 miles from the nearest plant. Laid and furnished as per attached specification. HMAC mix shall not be less than 300 degrees F when placed at the job site.

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

Item **11099-01-05 - HMAC Type C Delivered less than 1499**
Quantity **3000 ton**

Unit Price 67.00
 Delivery Location **City of Grand Prairie**
No Location Specified
Qty 3000

Description

500-1499 Tons of Hot Mix Asphalt Concrete pavement delivered and placed by contractor Type "C" surface course furnished and hauled by vendor a maximum of 10 miles from the nearest plant. Laid and furnished as per attached specification. HMAC mix shall not be less than 300 degrees F when placed at the job site.

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

Item **11099-01-06 - HMAC Type C Delivered less than 499**
 Quantity **1200 ton**
 Unit Price 72.00
 Delivery Location **City of Grand Prairie**
No Location Specified
Qty 1200

Description

2-499 Tons of Hot Mix Asphalt Concrete pavement delivered and placed by contractor Type "C" surface course furnished and hauled by vendor a maximum of 10 miles from the nearest plant. Laid and furnished as per attached specification. HMAC mix shall not be less than 300 degrees F when placed at the job site.

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

Item **11099-01-07 - HMAC Type B Delivered**
 Quantity **5400 ton**
 Unit Price 55.00
 Delivery Location **City of Grand Prairie**
No Location Specified
Qty 5400

Description

1500 Tons or more of Hot Mix Asphalt Concrete pavement delivered and placed by contractor Type "B" surface course furnished and hauled by vendor a maximum of 10 miles from the nearest plant. Laid and furnished as per attached specification. HMAC mix shall not be less than 300 degrees F when placed at the job site.

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

Item **11099-01-08 - HMAC Type B Delivered less than 1499**
 Quantity **3000 ton**
 Unit Price 58.00
 Delivery Location **City of Grand Prairie**
No Location Specified

Qty 3000**Description**

500-1499 Tons of Hot Mix Asphalt Concrete pavement delivered and placed by contractor Type "B" surface course furnished and hauled by vendor a maximum of 10 miles from the nearest plant. Laid and furnished as per attached specification. HMAC mix shall not be less than 300 degrees F when placed at the job site.

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

Item **11099-01-09 - HMAC Type B Delivered less than 499**Quantity **1200 ton**Unit Price **63.00**Delivery Location **City of Grand Prairie**
No Location Specified**Qty 1200****Description**

2-499 Tons of Hot Mix Asphalt Concrete pavement delivered and placed by contractor Type "B" surface course furnished and hauled by vendor a maximum of 10 miles from the nearest plant. Laid and furnished as per attached specification. HMAC mix shall not be less than 300 degrees F when placed at the job site.

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

Item **11099-01-10 - Additional Mileage Charge**Quantity **5403 ton**Unit Price **.40**Delivery Location **City of Grand Prairie**
No Location Specified**Qty 5403****Description**

Additional mileage hauled beyond the first 10 miles from plant to job site for items 1-9 per ton.

Item **11099-01-11 - Move In Charge**Quantity **30 each**Unit Price **500.00**Delivery Location **City of Grand Prairie**
No Location Specified**Qty 30****Description**

Move in charge for projects under 499 tons

Item **11099-01-12 - Thorough Fare Traffic Control**Quantity **30 each**

Unit Price 800.00
 Delivery Location **City of Grand Prairie**
No Location Specified
Qty 30

Description
 Thoroughfare traffic control setup charge per project

Item **11099-01-13 - Manhole Ring Riser**
 Quantity **603 each**
 Unit Price 75.00
 Delivery Location **City of Grand Prairie**
No Location Specified
Qty 603

Description
 Vendor to provide manhole ring riser, placement and adjust to grade

Item **11099-01-14 - Valve Ring Riser**
 Quantity **600 each**
 Unit Price 50.00
 Delivery Location **City of Grand Prairie**
No Location Specified
Qty 600

Description
 Vendor to provide valve ring riser, placement and adjust to grade

Item **11099-01-15 - Base Repair**
 Quantity **4500 square yard**
 Unit Price 27.00
 Delivery Location **City of Grand Prairie**
No Location Specified
Qty 4500

Description
 Base repair prior to level up and overlay. Locations and limits to be marked by owner and shall include all cost to remove marked area to depth of 10", then replace with compacted flex base 6" depth, then 4" of either Type "B" asphalt to grade.

Item **11099-01-16 - Flex Base Compaction only**
 Quantity **1500 ton**
 Unit Price 19.00
 Delivery Location **City of Grand Prairie**
No Location Specified
Qty 1500

Description

Owner will provide and deliver flex base to job site. Vendor shall process and compact in place.

Item **11099-01-17 - Recycling 8" Deep**
 Quantity **13500 square yard**
 Unit Price **6.25**
 Delivery Location **City of Grand Prairie**
No Location Specified
 Qty 13500

Description

Recycling 8" deep, to include 28 lbs per sqyd of Portland Cement, shaping, compacting and grading to grade, then placing a prime coat as per standards 3,000+ sqyd

Item **11099-01-18 - Recycling 8" Deep less than 2999 sqyd**
 Quantity **9000 square yard**
 Unit Price **7.00**
 Delivery Location **City of Grand Prairie**
No Location Specified
 Qty 9000

Description

Recycling 8" deep, to include 28 lbs per sqyd of Portland Cement, shaping, compacting and grading to grade, then placing a prime coat as per standards 1400-2999 sqyd

Item **11099-01-19 - Recycling 8" Deep less than 1399**
 Quantity **4200 square yard**
 Unit Price **8.50**
 Delivery Location **City of Grand Prairie**
No Location Specified
 Qty 4200

Description

Recycling 8" deep, to include 28 lbs per sqyd of Portland Cement, shaping, compacting and grading to grade, then placing a prime coat as per standards 2-1399 sqyd

Item **11099-01-20 - Hauling Excess Material**
 Quantity **6000 cubic yard**
 Unit Price **14.00**
 Delivery Location **City of Grand Prairie**
No Location Specified
 Qty 6000

Description

Hauling excessive material shall be disposed of at the vendors expense in a satisfactory manner 101 cuyd or more

Item **11099-01-21 - Hauling Excess Material less than 100 cuyd**
Quantity **1200 cubic yard**
Unit Price
Delivery Location **City of Grand Prairie**
No Location Specified
Qty 1200

Description

Hauling excessive material shall be disposed of at the vendors expense in a satisfactory manner 51-100 cuyd

Item **11099-01-22 - Hauling Excess Material less than 50 cuyd**
Quantity **140 cubic yard**
Unit Price
Delivery Location **City of Grand Prairie**
No Location Specified
Qty 140

Description

Hauling excessive material shall be disposed of at the vendors expense in a satisfactory manner 2-50 cuyd

Item **11099-01-23 - Milling - Wedge**
Quantity **6000 linear foot**
Unit Price
Delivery Location **City of Grand Prairie**
No Location Specified
Qty 6000

Description

Milling - wedge milling and hauling and disposed at a satisfactory location.

Item **11099-01-24 - Milling - Full Depth**
Quantity **15000 square yard**
Unit Price
Delivery Location **City of Grand Prairie**
No Location Specified
Qty 15000

Description

Milling - full depth and hauling (surface milling) and disposed at a satisfactory location.

Item **11099-01-25 - Backfill**
Quantity **12000 linear foot**
Unit Price
Delivery Location **City of Grand Prairie**
No Location Specified

Qty 12000

Description

Backfill for the shoulders of the roadway - blade material up to the edge of the new asphalt overlay

Item	11099-01-26 - Pulverization
Quantity	12000 square yard
Unit Price	2.00
Delivery Location	City of Grand Prairie <u>No Location Specified</u>

Qty 12000

Description

Pulverization of existing asphalt street to a depth of 8", reshape, grade and compact to grade

<p>SUBMIT TO: CITY OF GRAND PRAIRIE PURCHASING DIVISION 318 W. MAIN STREET GRAND PRAIRIE, TX 75050</p> <hr/> <p>P.O. BOX 534045 GRAND PRAIRIE, TX 75053-4045 <i>(Above address is for submittal of hard copy.)</i></p>	<p>Grand Prairie AN EQUAL OPPORTUNITY</p> <p>EMPLOYER</p> <p style="text-align: center;"><i>Grand Prairie</i> — T E X A S —</p> <p style="text-align: center;">CITY OF GRAND PRAIRIE, TEXAS REQUEST FOR BID (RFB) 11099</p>
<p>CONTACT PERSON: Angi Mize</p>	<p>TEL: 972-237-8262</p>
<p>TITLE: Pavement Resurfacing Service</p>	<p>SUBMITTAL DEADLINE: 2:00:00 PM CDT Aug 22, 2011</p>
<p style="text-align: center;"><i>Any proposals received after the time and date listed above, regardless of the mode of delivery, shall not be accepted.</i></p>	
<p>Company: <u>Reynolds Asphalt & Constr. Co.</u> Contact: <u>Ned Tankersley</u> "Signature": <u>Ned Tankersley</u> Title: <u>Vice President</u></p>	<p>LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE RFP/RFB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS. <i>(Above is for submittal of hard copy only. This does not apply to electronic bidding.)</i> IF RETURNING AS A "NO BID", PLEASE COMPLETE AND RETURN THE "STATEMENT OF NO BID".</p>
<p>Address (include City, State, Zip):</p> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>P.O. Box, 370 Euless, Tx 76039</p> </div>	<p>THE CITY OF GRAND PRAIRIE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITY IN THE COMPETITIVE BID PROCESS. FURTHER, THE CITY RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN THE BEST INTEREST OF THE CITY. IT IS THE INTENT AND PURPOSE OF THE CITY OF GRAND PRAIRIE THAT THIS REQUEST PERMITS COMPETITIVE BIDS. IT IS THE BIDDER'S RESPONSIBILITY TO ADVISE THE CITY OF GRAND PRAIRIE PURCHASING MANAGER IF ANY LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATIONS THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS RFP/RFB TO A SINGLE SOURCE. SUCH NOTIFICATION MUST BE SUBMITTED IN WRITING AND MUST BE RECEIVED BY THE PURCHASING MANAGER NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE ABOVE SUBMITTAL DEADLINE.</p>
<p>Phone: <u>817-267-3131</u></p>	<p>Fax: <u>817-267-7022</u></p>
<p>eMail: <u>ntankersley@reynoldasphalt.com</u></p>	<p>Web Address: <u>reynoldasphalt.com</u></p>
<p>Tax ID #: <u>75-1792271</u></p>	<p>Date: <u>8/22/11</u></p>
<p style="text-align: center;">THE BIDDER HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS OFFER IS BASED ON THE FOLLOWING ADDENDA: #1 <input type="checkbox"/> #2 <input type="checkbox"/> #3 <input type="checkbox"/> #4 <input type="checkbox"/> #5 <input type="checkbox"/> <i>(Check each applicable addendum)</i></p>	
<p>The City of Grand Prairie Charter states that no officer or employee of the City can benefit from any contract, job, work or service for the municipality or be interested in the sale to the City of any supplies, equipment, material or articles purchased. Will any officer or employee of the City, or member of their immediate family, benefit from the award of this bid to the above firm? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>By my signature, I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting a bid/proposal for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. The above signed hereby offers to furnish and deliver the goods and/or services as specified at the prices and terms herein stated and in accordance with the Invitation to Bid, Addendums, General Terms and Condition and Specifications, all of which are made a part of this offer. All pages of the City of Grand Prairie's form, including but not limited to the General Terms and Conditions and Specifications are incorporated by reference into this bid for all purposes.</p>	
<p>By signing, bidder further attests that he has read and understands all terms and conditions as stated in the attached specification and is operating in an authorized capacity to execute this bid/proposal. THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.</p>	

**PAVEMENT RESURFACING SERVICE
SPECIFICATION
BID #11099**

1. INTENT

It is the intent of this specification to obtain an annual price agreement for the purchase of pavement resurfacing services for the City of Grand Prairie Public Works Street Maintenance Division. The work covered by this specification is for cleaning, preparing surface, placing tack coat and overlaying with HMAC of city streets. All construction shall be in accordance with this specification, NCTCOG and the Texas Highway specification.

2. HOT MIX ASPHALT CONCRETE PAVEMENT – (HMAC) 64-22

- 2.1** Material and placement must meet specifications in accordance with the latest TxDOT Standard Specifications for Construction of Highways, except that the asphalt content of asphaltic concrete mixtures shall be not less than four percent (4%) and not greater than eight percent (8%).
- 2.2** The mileage haul from plant shall be determined along the nearest and shortest route from the plant to the job site.
- 2.3** Materials laid and finished by the bidder shall be compacted to not less than 96% compaction tested by laboratory based on the Texas Test Method 227F.

3. OVERLAYING OF EXISTING STREETS

- 3.1** The street surface of the existing pavement shall be cleared of grass, weeds, and swept prior to placing of the overlay.
- 3.2** SS1 (emulsion) shall be placed and used prior to placing HMAC overlay and shall cover entire area as per NCTCOG. Contractor shall supply all necessary materials and equipment to tack sub-grade prior to placing HMAC Type "D" surface course as outline in the specification.
- 3.3** Driveways will be resurfaced back to the property line, with clean joint at tie in.

4. TRAFFIC CONTROL

- 4.1** The contractor shall provide construction and maintenance signs, construction lights, barricades, channelizing devices and flagmen as required to provide for the safety of the traveling public. These items shall be in accordance with the recommended practices of the latest version of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways (M.U.T.C.D.).
- 4.2** Traffic control will be broken into the following two categories:
 - 4.2.1** Residential: The contractor will be required to provide all traffic control on residential streets as part of the unit cost.
 - 4.2.2** Thoroughfare: Traffic control on thoroughfares will be paid for as a separate unit cost as provided in the contract. Thoroughfare street work cannot begin prior to 8:45 am and must be clear by 4:30 pm unless prior written approval is given by city.
- 4.3** Construction signs shall not be removed from the project until approved by the city.
- 4.4** No street shall be closed except upon written authority from the city.
- 4.5** At the end of each day, the contractor shall prepare the work to the satisfaction of the city to ensure safe driving at night; and shall place temporary pavement markings and maintain it until the city has approved the final inspection.

- 4.6 Contractor shall submit a traffic control plan for approval four (4) days prior to starting work at any location. All barricades, detour signs for total closure of the street, and all maintenance of signs and removals upon completion of project shall be in accordance with Texas M.U.T.C.D
- 4.7 All street work and closures will require a four (4) day notice to city so it may be publicized in the local paper as necessary.
- 4.8 Contractor shall provide all temporary pavement marking as needed and placed before removal of barricades for the safety of public until permanent markings are installed by owner.

5. UTILITIES

- 5.1 The contractor shall retain full responsibility for adjusting any and all public utilities and protecting same against damage during the life of the project.
- 5.2 The contractor is responsible for arranging all locates within rights-of-ways.
- 5.3 Contractor shall adjust to final grade all existing valves and utilities. The manhole and valve adjustments shall be paid for as per bid pay items. Contractor shall be responsible for providing all manhole rings, valves, lids, etc., for the adjustment/placement to finished grade of street. They shall meet the City Standard Details for design.

6. WATER FOR CONSTRUCTION

- 6.1 The contractor shall pay for water for the project. The contractor will be required to make application and deposit for a construction meter with the Utility Services Division.

7. START OF CONSTRUCTION

- 7.1 The successful bidder agrees that projects will begin within seven (7) days of written notice and assurance of work order from the City.
- 7.2 The contractor shall pick up two portable (2) signs from city Street Department and place at each end of their project to inform citizens that this is a Sales Tax Project. Signs shall be returned to the Street Department at the completion project. Signs shall not be removed until contractor has permission by the City.

8. MATERIAL TICKETS

- 8.1 The contractor shall provide the city with copies of all material tickets and certified weight tickets incorporated in the job on a daily basis. This requirement must be met to ensure quality control and quality assurance and proper payment to contractor. Any failure to provide tickets by the end of the day will result in the stoppage of the next day's planned activities and/or non-payment of work until tickets are provided.

9. PRIVATE PROPERTY CONCERNS

- 9.1 It shall be the contractor's responsibility to relocate any mailboxes and vehicles as may be necessary during the various stages of the projects.
- 9.2 It shall be the contractor's responsibility to cooperate with the property owners on all construction work to be performed.
- 9.3 Contractor shall not use property owner's water or place temporarily sanitation facilities on private property.

- 9.4 Proper sanitation requirements for contractor's employees shall be provided by contractor at no cost to the city or private property owners.
- 9.5 All private agreements between the contractor and property owners are not binding on the city of Grand Prairie.
- 9.6 Doorhangers will be provided by the city for the contractor to distribute to the property owners. All doorhangers must be handed out a minimum of 72 hours prior to construction beginning, at the contractors expense and as requested by city.

10. BACKFILL AND CLEANUP

- 10.1 After the new asphalt is in place, compacted, temporarily striped (tabs or tape), cleaned up and approved by owner, then street can be opened to traffic.
- 10.2 All areas disturbed by the contractor will be returned to their original condition to include grass, sprinkler systems, etc.
- 10.3 Contractor shall complete all backfilling and clean up within ten (10) business days of completing the placement of 2" HMAC.
- 10.4 All excavated earth in excess of that required for back filling shall be removed from the job site and disposed of, at contractor's expense, in a satisfactory manner except in locations where, in the judgment of the City and property owner, it can be neatly spread over the adjacent area.

11. UNSATISFACTORY WORK

- 11.1 The city shall not pay for work that is deemed not meeting minimum specifications. The contractor will be given a reasonable opportunity to correct the deficiency. Failure of the contractor to correct the deficiency will be ground for non-compliance and termination of the contract and/or non payment.

12. MSDS SHEETS

- 12.1 MSDS Sheets must be provided with products where applicable

13. FINAL INSPECTION

- 13.1 Whenever the work provided for, and contemplated under, the contract has been satisfactorily completed and the final clean up performed, the representative authorized to accept same will make the "Final Inspection". Such inspection will be made within ten (10) days after written notification. After final inspection, if the work is found to be satisfactory, the contractor will be notified in writing of the acceptance of same. No time charge will be made against the contractor between said date of notification of the representative in charge and the date of final inspection of the work.

14. WORK ZONE MAINTENANCE

- 14.1 It shall be the sole responsibility of the contractor to maintain the work zones during all phases of construction. This will included any repair or maintenance work needed due to delays from weather, scheduling, etc.

15. WORKING HOURS

15.1 No street, lane, or alley closures will be allowed on weekends or holidays (listed below) and working times are 7:00 am to 5:00 pm (except on major thoroughfares) Monday through Friday. Except as herein written in specifications.

15.2 Holidays

15.2.1 New Years Day – January 1

15.2.2 Martin Luther King's Birthday – January 15

15.2.3 Memorial Day – Last Monday in May

15.2.4 Independence Day – July 4

15.2.5 Labor Day – First Monday in September

15.2.6 Thanksgiving – Fourth Thursday and Friday in November

15.2.7 Christmas – December 24th & 25th

16. WARRANTY

All work performed under this contract for the City of Grand Prairie shall be warranted for a period of two years. If within two years, after acceptance of work, any of the work is found to be defective or not in accordance with the contract documents, the contractor shall correct it promptly after receipt of written notice from the owner.

17. BID SUBMITTAL

Prices shall be filled in and extended where applicable. In the event of discrepancy between the unit price and the extended price, the unit price shall prevail.

18. AGREEMENT TERMS AND AWARD

The price agreement shall be for an initial period of one year with four, one year renewal options. The price agreement shall be awarded to vendor submitting the most responsible bids deemed to be in the best interest of the City. The City of Grand Prairie reserves the right to accept or reject any and all bids in whole or in part and waive any informality in the competitive bid process. Further, the city reserves the right to enter into any contract deemed to be in the best interest of the city. The purpose of the price agreement is to have a set price for each project involved in the pavement, repair and replacement program for the year, and for labor and materials in public works projects on behalf of the City of Grand Prairie. The parties agree to perform and work in a manner that will result in the maximum amount of repairs and work being performed, in a timely manner as determined by the City of Grand Prairie.

19. BID EVALUATION – BEST VALUE

The City of Grand Prairie shall award the bid to the bidder who provides goods or services at the best value for the City. In determining the "best value", the following criteria will be considered as amended in section 252.043 of the Texas Local Government Code:

19.1 Price - 40 points

The bidder with the lowest total cost receives the maximum score. The bidder with the next lowest total cost receives points based on dividing the next lowest total cost into the lowest total cost and multiplying that percentage by the available points. For example, assume 4,500 is the low offer, then that bidder would receive 40 points ($4500/4500=1.00 \times 40=40$). Assume 4,500 is the next low offer, then that bidder would receive 36 points ($4500/5000=0.9 \times 40=36$), etc.

19.2 Reputation - 30 points

Points will be the maximum percentage value given to the bidder with the greatest experience in similar settings and information provided by the bidder's references. The bidder's point value will be based on their measured score (1-10)

19.3 Past Relationship with the city of Grand Prairie or other Municipalities - 20 points
Points will be the maximum point value given to the bidder. The bidder's point value will be based upon their measured score. (1-10)

19.4 Safety Record - 10 points
Points will be the maximum point value given to the bidder. The bidder's point value will be based upon their measured score. (1-10)

20. REFERENCES

Bidder shall submit a minimum of six (6) references. References will be checked, be sure all information is up to date and correct. ***Giving out of date information could result in a poor response therefore reducing your best value score. Please provide references from individuals who use your service/product.***

21. INTER-LOCAL AGREEMENTS

Bidder shall state in the space provided on the bid sheet whether they will agree to other governmental entities entering into inter-local agreements on this price agreement at the same prices and conditions with the exception of deliveries being ordering agencies location as opposed to within the city limits of Grand Prairie.

22. ORDERS AND INVOICING

Orders will be placed by the Public Works Street Department. A Purchase Order Number is required for all purchases. All invoices must be clearly marked with Purchase Order Number in order to be processed. Separate invoices will be required for each individual order and shall be mailed to 1821 W. SH161, Grand Prairie, TX 75052. As a Municipal Government, the City of Grand Prairie is exempt from all sales and excise taxes. **DO NOT INCLUDE TAXES** in price bid. Tax Exemption Certificates will be issued to successful vendor(s) upon request.

23. ESTIMATED USAGE

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City. The Streets Manager shall designate the work to be performed at any time by contractor, with the estimate of the price of such work, and shall direct each contractor to perform tasks within the designated projects and streets. The Contractor acknowledges that there are other Contractors performing under a separate Price Agreement for other pavement needs within the same project.

24. USAGE REPORTS

Annual usage reports by item are highly desired. A bidder's capability to provide these reports will be considered in the evaluation of the lowest and best bid. Bidder shall state capability to provide these reports in the space provided on the bid sheet.

25. DELIVERY

Supplies shall be bid as FOB Destination and price bid must include delivery to the City of Grand Prairie Grand Prairie, Texas 75050.

26. INSURANCE AND DAMAGES

The awarded vendor shall provide and maintain in force, at no cost to the City, all necessary insurance coverage as required by law, for the life of the price agreement and any subsequent extensions. The awarded vendor shall indemnify and hold harmless the City against any and all loss, damage, and expense for any injury to persons or damage to property arising out of or in connection with the manufacturing, delivery, or use of this product.

27. PAYMENT

The services furnished in accordance with this specification will be paid for at the unit price bid within 30 days of receipt of good or invoice, whichever is later unless the on-line ordering option and/or procurement card payment option is utilized.

28. TERMINATION

Price agreement may be terminated by the City for poor or non-performance by vendor after a 30 day written notice to make improvements and requested improvements were not made. Price agreement may be terminated by either the vendor or the City at any time without cause with a written 30 day notice of intent to terminate.

29. PRICE RE-DETERMINATION

Price re-determination shall only be considered by the city 45 days prior to the anniversary date of initial contract award and subsequent renewals and shall be substantiated in writing (i.e. Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law; Federal/State unemployment taxes; F.I.C.A.; Insurance Coverage rates, etc.). The city of Grand Prairie reserves the right to reject any/all of the price re-determination as it deems to be in the best interest of the city.

30. PAYMENT AND MAINTENANCE BONDS

Each Contractor shall have in effect a Payment Bond and Performance Bond to cover the costs of all of the projects in which they are currently performing services. At a minimum, each Contractor shall have a Payment Bond and Performance Bond in the amount of \$500,000.00. IF the total cost of all of the public works in progress exceeds such amount of the Bonds, then the Contractor will be required to get additional Bonds so that all costs of all of the projects currently in progress will be covered. The Bonds will be worded such that they cover all of the public works that are covered by specific terms of this price agreement, whether each street or project is separately designed on such bond. The Streets Division of the City of Grand Prairie shall work with the Contractor to calculate the costs of all of the projects in progress at any time. If the total amount of costs for the work in progress is greater than the amounts of Performance and Payment Bonds in effect, the Contractor shall either increase amount of bonds or reduce the amount of work in progress at any time.

The Maintenance Bond will be in the cumulative amount of payments made to each individual Contractor, or there will be a separate Maintenance Bond for each public work, at the option of each Contractor, but such bond shall remain in effect for two years from the date of acceptance of each project.

31. CONTACTS

Information, questions or clarification concerning the intent of these specifications will be available from the Street Department, Leland Miller, 972-237-8529, or the city Purchasing Division, Ms. Angi Mize, 972-237-8262, amize@gptx.org, Monday - Friday, between 7:30 AM and 4:00 PM.

Pavement Resurfacing Service 11099

BIDDER REFERENCES

List three (3) references, other than city of Grand Prairie, who can verify your performance as a vendor, (this should not include buyers) Performance should include goods or services, similar to those in this bid, within the last twenty-four (24) months. References will be checked, be sure all information is up to date and correct. *Giving out of date information could result in a poor response therefore reducing your best value score.*

1. Company Name:

Address:

Contact Person:

Phone/Fax:

Email:

Description of work:

2. Company Name:

Address:

Contact Person:

Phone/Fax:

Email:

bill.bateman@arlingtontx.gov

Description of work:

3. Company Name:

Address:

Contact Person:

Phone/Fax:

cdavis@ci-desoto.tx.us

Email:

Description of work:

Stabilization & Asphalt Paving

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

Ned Tankersley

2 **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

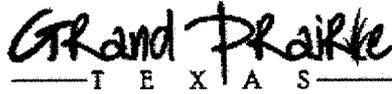
Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4	<div style="border: 1px solid black; padding: 5px; display: inline-block;"><i>red [unclear]</i></div> Signature of person doing business with the governmental entity	<div style="border: 1px solid black; padding: 5px; display: inline-block;">8/22/11</div> Date

Adopted 06/29/2007

Company Represented Reynolds Asphalt & Constr. Co.



**CITY OF GRAND PRAIRIE
COOPERATIVE INTERLOCAL PURCHASING FORM**

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes No

If you, the Vendor checked yes, the following will apply: Government Entities utilizing Inter-Governmental Contracts with the City of Grand Prairie will be eligible, but not obligated, to purchase goods and services under this contract (s) awarded as a result of this bid. All purchases by Governmental Entities other than the City of Grand Prairie will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Grand Prairie will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their goods and services as needed.

BY SIGNING BELOW, YOU SIGNIFY THAT YOU HAVE READ ABOVE COOPERATIVE INTERLOCAL GUIDELINES AND AGREE TO THE TERMS AND CONDITIONS HEREIN.

Bid Title: Pavement Resurfacing Service	Bid Number: 11099
Company Name and Address	Signature of Authorized Agent and Title
Reynolds Asphalt & Gravel Co.	Ned Tankersley
P.O. Box 370	Ned Tankersley
Euless, TX 76039	Vice President
Telephone No.: 817-267-3131	Date: 8/22/11

L: spec/forms
7/15/2011 MD



MINORITY/HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONNAIRE

A Minority/HUB business is one in which at least 51% of the business is owned, operated, and actively controlled and managed by a minority or woman. Some exceptions are: 1) Sole Proprietorships are required to be 100% owned and controlled by a minority or woman and 2) each entity within a Joint Venture is required to be a HUB.

It is a goal of the City of Grand Prairie to provide equal opportunity for all businesses that want to supply goods and/or services to the City.

In an effort to promote bid opportunities to Minority/HUB vendors that are not on the distribution list for bids, the City searches the State of Texas Master Bid List for HUB vendors to include in the distribution of Notices for Bid. For information on becoming a HUB certified vendor with the State of TX, contact (512) 463-5872.

The City cannot give preference in a bid evaluation to a vendor on the basis of Minority/HUB status. However, we would appreciate it if you would take a moment to complete the following so that we may statistically track our progress:

1. Is company certified by the State of Texas as a HUB?

Yes No

If yes, please state Certification Number:

2. Is company certified by NCTRCA as a Minority Business?

Yes No

3. Is company certified by any other agency as a Minority Business?

Yes No

If yes, what agency/agencies?

4. Is company a self designated Minority Business?

Yes No

5. Which of the following groups qualifies your company as a Minority/HUB? (If Women is qualifier, include ethnicity also).

Asian-Pacific Americans - which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust territories of the Pacific and the Northern Marinas; Subcontinent Asian Americans whose origins are from India,

Pakistan, Bangladesh, Sri Lanka, Bhutan or Nepal;

Black Americans - which includes persons having origins in any of the Black racial groups of Africa;

Hispanic Americans - which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, Spanish or Portuguese culture or origin, regardless of race;

Native Americans - which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians; and

Women - which includes all, American women of any ethnicity.

Company Responding: Reynolds Asphalt & Constr. Co.

THANK YOU!

PURCHASING DIVISION P.O. BOX 534045 GRAND PRAIRIE, TX 75053-4045 972/237-8269 FAX 972/237-8265

EXHIBIT B

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF []

KNOW ALL MEN BY THESE PRESENTS:

That [] of the City of [], County of [], and State of [], as Principal, And [] authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the sum of (\$ []) Dollars as a proper measure of liquidated damages, for payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the [] day of [], 20[], to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and materials to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provision of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to terms of the contract, or to work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the [] day of [], 20[].

[]
PRINCIPAL
By: []
Title: []
Address: []

[]
SURETY
By: []
Title: []
Address: []

Name and address of the Resident Agent of Surety is: []

EXHIBIT C

PAYMENT BOND

STATE OF TEXAS

COUNTY OF []

KNOW ALL MEN BY THESE PRESENTS:

That [] of the City of [], County of [], and State of [], as Principal, And [] authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the sum of [] Dollars (\$ []) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the [] day of [], 20[], to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and materials to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provision of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to terms of the contract, or to work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the [] day of [], 20[].

[]

PRINCIPAL

By: []

Title: []

Address: []

[]

SURETY

By: []

Title: []

Address: []

Name and address of the Resident Agent of Surety is: []

MAINTENANCE BOND

STATE OF TEXAS

COUNTY OF []

KNOW ALL MEN BY THESE PRESENTS:

That [] of the City of [], County of [], and State of [], as Principal, and [] a corporation authorized under the laws of the State of Texas to act as surety on bonds for principals, do hereby acknowledge themselves to be held and firmly bound to pay unto the City of Grand Prairie (Owner), a municipal corporation of the State of Texas, its successors and assigns, at Grand Prairie, Dallas County, Texas, the sum of [] Dollars (\$ []), 100% of the total amount of the contract for the payment of which sum said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

This obligation is conditioned, however, that:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the [] day of [], 2[], to [] which contract and the plans and specifications therein mentioned, adopted by the City of Grand Prairie, are filed with the City Secretary of said City and are hereby expressly incorporated herein by reference and made a part hereof as though the same were written and set out in full herein, and

WHEREAS, under the said plans, specifications and contracts, it is provided that the Contractor will maintain and keep in good repair the work therein contracted to be done and performed for a period of two (2) years from the date of acceptance thereof and perform all necessary work toward the repair of any defective condition growing out of or arising from the improper construction of the improvements contemplated by the said Contractor on account of any breaking of such improvements, caused by the said Contractor on constructing the same, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material, work or labor performed by said Contractor, and in case the said Contractor shall fail to repair, reconstruct or make said improvements it is agreed that the City may do said work in accordance with said contract and supply such materials and charge the same against the said Contractor and its surety on this obligation, and said Contractor and surety shall be subject to the damages in said contract for each day's failure on the part of said Contractor to comply with the terms and provisions of said Contract and this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Contractor shall perform its agreement to maintain said construction and keep same in repair for the maintenance period of two (2) years as herein and in said contract provided, then this obligation shall be null and void and have no further effect; otherwise, to remain in full force and effect;

It is further agreed that this obligation shall be a continuing one against the Principal and Surety and that successive recoveries may be had hereon for successive breaches of the conditions herein provided until the full amount of this bond shall have been exhausted, and it is further understood that the obligation to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or any matter affected from any cause during said time.

IN WITNESS WHEREOF, the said [] as Contractor and Principal and the said [], Attorney-in-Fact, and the said Attorney-in-Fact has hereunto set his hand this the [] day of [], 2[].

[]
PRINCIPAL

[]
SURETY

By:

By:

Title:

Title:

Address:

Address:

Attorney-in-Fact

General Conditions of Bidding

1. **INSTRUCTIONS:** These instructions apply to all quotations and become a part of terms and conditions of any bid submitted.
2. **BEST INTEREST:** The City reserves the right to reject any or all responses and to waive formalities. The city also reserve the right to purchase through State awarded contracts or other intergovernmental agreements when it is in the best interest of the city.
3. **QUANTITY:** Bids must be submitted on units of quantity specified.
4. **MAKE-MODEL:** Items must be the best and latest model available of the type specified. Please quote as listed or equal. If item offered is other than as specified, bidder must indicate make, model and part number of product quoted. Complete catalog or brochure showing in detail the item offered must accompany the bid, if available.
5. **SPLIT AWARD:** The City of Grand Prairie reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.
6. **PRICING:** Price(s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in this document.
7. **F.O.B./DAMAGE:** Quotations shall be F.O.B. Delivered, Municipal Facility, Grand Prairie, Texas, and shall include all delivery and packaging costs. The City of Grand Prairie assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
8. **INVOICES:** Invoices must be submitted by the successful bidder in duplicate to the City of Grand Prairie, Accounting Department, P.O. Box 534045, Grand Prairie, Texas, 75053-4045.
9. **PAYMENT TERMS:** Payment terms are Net 30 unless otherwise specified by the City in this document.
10. **TAXES:** The City of Grand Prairie is exempt from Federal Manufacture's Excise, and State Sales taxes. **TAX MUST NOT BE INCLUDED IN BID.** Tax exemption certificates will be executed by the City and furnished upon request.
11. **SPECIFICATION-VARIANCES:** Any catalog, brand name, or manufacturer's reference in the Request for Quotation is descriptive and NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify that the article offered is equivalent to specifications.
12. **SPECIFICATION SAMPLES** The city of Grand Prairie reserves the right to request samples, at vendors' expense, after the bid opening. Samples may be returned if the vendor arranges for postage or pick-up. DO NOT PROVIDE SAMPLES UNLESS REQUESTED.
13. **QUESTIONS** may be directed to Bidsync.com. Answers will be posted on Bidsync.com.

14. **DELIVERY PROMISE-PENALTIES:** Quotations MUST show the number of calendar days required to place the materials in the possession of the City. DO NOT quote shipping dates. Consistent failure of a bidder to meet his delivery promises without valid reason may be cause for removal from the Bid List.

When delivery delay can be foreseen, the bidder shall give prior notice to the Purchasing Division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Division to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
15. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
16. **DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.
17. **PATENT RIGHTS:** The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
18. **EVALUATION:** Response to specification is primary in determining the lowest responsible bid.
19. **FUNDING:** The City of Grand Prairie is a home-rule municipal corporation operated and funded on an Oct. 1 to Sept. 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
20. **ASSIGNMENT:** Successful bidder shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of the Purchasing Division.
21. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities who have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City of Grand Prairie. The City of Grand Prairie has executed Interlocal Agreements, as permitted under Chapter 791 et seq, of the Texas Government Code, with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful offerer may be asked to provide products/services, based upon bid price, to any other participant in the Forum.
22. **AUDIT:** The City of Grand Prairie reserves the right to audit the records and performance of successful bidder during the term of the contract and for three years thereafter.
23. **PROTESTS:** All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Manager within five (5) working days following opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary. All staff recommendations will be made available for public review prior to consideration by the City Council.
24. **NO BID:** If bidder does not wish to submit a bid at this time but wishes to remain on the bid list for this product/service, please submit a "NO BID" by the same time and at same location as stated for bidding. If a response is not received in the form of a "BID" or "NO BID" for three (3)

- consecutive IFB's, a bidder shall be removed from bid list. If however, you choose to "NO BID" this product and/or service and wish to remain on bid list for other commodities and/or services, please state the particular product and/or service under which you wish to be classified. The City of Grand Prairie is very conscious and extremely appreciative of the time and effort you must have expended to submit a bid. We would appreciate you indicating on your "NO BID" response any requirements of this bid request which may have influenced your decision to "NO BID".
25. **WITHDRAWAL OF BIDS:** A bid may not be withdrawn or cancelled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.
 26. **PRESENTATION OF BIDS:** No oral, telegraphic, telephonic, or facsimile bids will be considered. Bids shall be received via Bid Sync or delivered to 318 W. Main Street, Grand Prairie, TX 75050, or mailed to P.O. Box 534045, Grand Prairie, TX 75053-4045.
 27. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Grand Prairie.
 28. **ADDENDA:** Any interpretations, corrections, or changes to this Invitation for Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Grand Prairie Purchasing Manager. Addenda will be issued via Bid Sync.
 29. **MINIMUM STANDARDS FOR PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - A. have adequate financial resources, or the ability to obtain such resources as required;
 - B. be able to comply with the required or proposed delivery schedule;
 - C. have a satisfactory record of performance;
 - D. have a satisfactory record of integrity and ethics;
 - E. be otherwise qualified and eligible to receive an award of a contract. The City of Grand Prairie may request representation and other information sufficient to determine bidder's ability to meet those minimum standards listed above.
 30. **BIDDER SHALL PROVIDE** with this bid response, all documentation required. Failure to provide this information may result in rejection of bid.
 31. **SUCCESSFUL BIDDER SHALL** defend, indemnify and save harmless the City of Grand Prairie and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offerer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with costs which may be obtained against the City of Grand Prairie and participating entities growing out of such injury or damages.
 32. **TERMINATION** The City reserves the right to terminate without advance notice for non or poor performance by vendor. Price agreements may be terminated by either the vendor or the City at any time without cause with a written 30-day notice of intent to terminate.
 33. **LIQUIDATED DAMAGES:** If the CONTRACTOR fails to complete the contract in the

number of calendar days bid or the calendar date specified in the proposal, a time charge may be made for each calendar day thereafter.

The time set forth in the proposal for the completion of the work is an essential element of the contract. For each calendar day under the conditions described in the preceding paragraph that any work shall remain incomplete after the expiration of the calendar days allowed, an amount per day may be deducted from the money due or to become due the CONTRACTOR, not as a penalty, but as liquidated damages and added expense for the city of Grand Prairie.

34. **TESTING:** Testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.
35. **REMEDIES:** The successful bidder and City of Grand Prairie agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
36. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas.
37. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
38. **NO PROHIBITED INTEREST:** If the bid exceeds \$5,000, bidder acknowledges and represents they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states in part that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service...."
39. **LOCAL GOVERNMENT CODE** Chapter 271.905 provides that in certain circumstances the city may purchase from "...the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities..."
40. **PRICE REDETERMINATION:** A price redetermination may be considered by the city of Grand Prairie only at the anniversary date of the contract and must be substantiated in writing. Requests for price redetermination must be received by the City at least 45 days prior to the anniversary date of the price agreement to be considered. The city of Grand Prairie reserves the right to reject any/all price redetermination requests as it deems to be in the best interest of the City.

INSURANCE and INDEMNITY

Insurance

The bidder, acting as an independent contractor, must provide the following insurance, which must be kept in force during the term of the contract. Performance under the contract will not start until this obligation has been met.

<u>TYPE</u>	<u>AMOUNT</u>
1. Workers' Compensation	Statutory
2. Employer's Liability	\$1,000,000
3. Comprehensive General Liability Premises Operations Products Operations Hazard Contractual Insurance	\$1,000,000 (Combined Single Limit)
4. Comprehensive Automobile Liability	\$1,000,000 (Combined Single Limit)

The successful contractor must provide insurance certificates satisfactory to the city of Grand Prairie within ten (10) working days after notification of award. Generally with a carrier authorized to do business in Texas and rated "A" or better in the current Best Key Rating Guide. Failure to supply such insurance shall be a breach of the contract. All policies shall be of the "occurrence type" and the city of Grand Prairie shall be listed as an additional insured (to the extent Contractor/City are indemnified pursuant to the indemnity provisions herein) on all certificates of insurance. Additional Insured Clauses does not apply to Workers' Compensation and Employer's Liability. A waiver of Subrogation Clause, naming the city of Grand Prairie "shall be included" on all types of coverages.

Thirty (30) days prior written notice to the city of cancellation or material change endorsement shall be attached to all policies.

Insurance certificate to be submitted to: Purchasing Division, P.O. Box 534045, Grand Prairie, Texas 75053-4045. Bid number shall be included on certificate.

Indemnity

The successful contractor shall defend, indemnify and save harmless the city of Grand Prairie and all its officers, agents and employees who are participating in this contract from all suits, actions, or other claims of any character, name and description brought for or on account of any negligent act or fault of the contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the city of Grand Prairie and participating entities growing out of such injury or damages.

DRUG-FREE JOBSITE ON CITY CONSTRUCTION PROJECTS.

- I. In the interest of job safety and to protect the general public, other contractors and the CITY's employees from the consequences of accidents that are caused by worker abuse of controlled substances on City construction projects, the bidder certifies by submission of its bid that it will make a good faith effort to maintain a drug-free jobsite, and also certifies that to further this objective it will:
- (a) Establish a controlled substance abuse program that will test for controlled substance use by:
 - (1) Employees utilized by the bidder on this project, as listed in the Prevailing Wage Rate for Municipal Construction, if performance by a person impaired by the effects of a controlled substance, would or could: (i) pose a serious risk of death or personal injury to the employee, fellow employees or other persons in the vicinity; or (ii) compromise the quality of construction in such manner as would impose a significant public safety risk in the use or operation of the City improvement in question;
 - (2) Employees when there is a reasonable suspicion that an employee is using a controlled substance on the jobsite, or off the jobsite in a manner that affects jobsite performance;
 - (3) Employees as part of a voluntary drug testing program; or
 - (4) Employees as part of or as a follow-up to counseling for or rehabilitation from abuse of a controlled substance;
 - (b) Establish a program that will test an employee utilized by the bidder on this project on any position listed in the Prevailing Wage Rate when there is a reasonable suspicion that the employee is impaired by the effects of alcohol on the jobsite;
 - (c) Publish a statement notifying employees that the unlawful manufacture, distribution, selling, dispensing, possession or use of a controlled substance is prohibited on the jobsite and specifying the actions that will be taken against employees for violations of such prohibitions;
 - (d) Establish a drug-free awareness program to inform employees about the dangers of drug abuse on the jobsite, about the bidder's policy regarding a drug-free jobsite, about available counseling and rehabilitation programs, and about the penalties that may be imposed upon employees for drug abuse violations occurring on the jobsite; and
 - (e) Provide a copy of the statement required by subsection (c) to all employees of the bidder who will be involved in performance of the Contract.
- II. Employees who test positive for controlled substance use in one of the tests conducted pursuant to paragraph I.(a), or who are impaired by the effects of alcohol on the jobsite pursuant to paragraph I. (b), shall be considered unfit for purposes of Item 1.31 of the Standard Specifications for Public Works Construction, First Edition 1983, as amended.

- III. For purposes of Section I above, the term "controlled substance" means a drug, substance or immediate precursor listed in Schedules I through V of Subchapter A of the Texas Controlled Substances Act, Tex. Rev. Civ. Stat. Ann. Articles 481.032 – 481.036. These substances include, but are not limited to, marijuana, heroin, LSD, concentrated cannabis or cannabinoids, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidine (PCP, Angel Dust), opium, opiates, methadone, cocaine, qualudes, amphetamines, "exotic/designer" drugs, benzodiazepines, seconal, codeine, barbiturates, phenobarbital, or valium.

- IV. The bidder shall be solely responsible for the maintenance and administration of the program required in Section I above. Nothing in these provisions shall be construed on the CITY's part as authorizing, permitting or requiring the bidder to engage in conduct that is in violation of the United States or Texas constitutions, that is otherwise illegal or that otherwise constitutes an unreasonable or unlawful invasion of privacy under Texas or Federal law.

Question and Answers for Bid #11099 - Pavement Resurfacing Service

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/9/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Sweeney Company
1121 E. Loop 820 South
P. O. Box 8720
Fort Worth TX 76124-0720

CONTACT NAME:
PHONE (A/C, No, Ext): (817) 457-6700 FAX (A/C, No): (817) 457-7246
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID#:

INSURED
Reynolds Asphalt and Construction Company
P. O. Box 370
Euless TX 76039

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Ins Co (CNA)	
INSURER B: Starr Ind (Cas Mkt)	
INSURER C: Valley Forge Ins Co (CNA)	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: **GENERAL 11-12** REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			INS 4028760229	5/8/2011	5/8/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> CONTRACTUAL, XCU						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> CROSS LIAB, BFPD						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			BUA 4028760232	5/8/2011	5/8/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						Uninsured motorist combined \$
	<input type="checkbox"/> NON-OWNED AUTOS						PIP-Basic \$
B	UMBRELLA LIAB			SISCCCL01424611	5/8/2011	5/8/2012	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 0						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 4028760215	5/8/2011	5/8/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
ANNUAL AGREEMENT. CERT HOLDER NAMED ADLN INSURED EXCEPT ON WORKERS COMP WITH WAIVER OF SUBROGATION ON ALL POLICIES AS REQUIRED BY WRITTEN CONTRACT. 30 DAY CANC NOTICE AMENDED TO 10 DAY FOR NON-PAY OF PREMIUM.

CERTIFICATE HOLDER
CITY OF GRAND PRAIRIE
P O BOX 534045
GRAND PRAIRIE, TX 75053-4045

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE
Charles Sweeney *Charles Sweeney*

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING PURCHASE ORDERS IN THE AMOUNT NOT TO EXCEED NINE HUNDRED FIFTY-SIX THOUSAND TWO HUNDRED TWELVE DOLLARS AND FORTY CENTS (\$956,212.40) TO REYNOLDS ASPHALT AND CONSTRUCTION COMPANY, INCORPORATED FOR ASPHALT ROADWAY IMPROVEMENT PROJECTS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's Capital Improvement Plan includes asphalt roadway improvements; and

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, goods and services; and

WHEREAS, the City Council of the City of Sachse, Texas has approved the Master Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie for the purchase of necessary equipment, goods and services (Resolution No. 3381); and

WHEREAS, the City of Sachse desires to utilize contract pricing from the City of Grand Prairie Bid 11099 for Pavement Resurfacing Services with Reynolds Asphalt and Construction Company for asphalt roadway improvements; and

WHEREAS, Purchase Orders need to be authorized by the City Council for said asphalt roadway improvements and the City Manager should be authorized to execute said Purchase Orders not to exceed \$956,212.40 as the total aggregate of all Purchase Orders to be executed.

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

Section 1: That the City Council hereby approves Purchase Orders for asphalt roadway improvements and authorizes the City Manager to execute said Purchase Orders not to exceed nine hundred fifty-six thousand two hundred twelve dollars and forty cents (\$956,212.40) as the total aggregate of all Purchase Orders to be executed.

Section 2: That this resolution shall become effective immediately upon its passage.

RESOLVED this 19th day of May, 2014. CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary



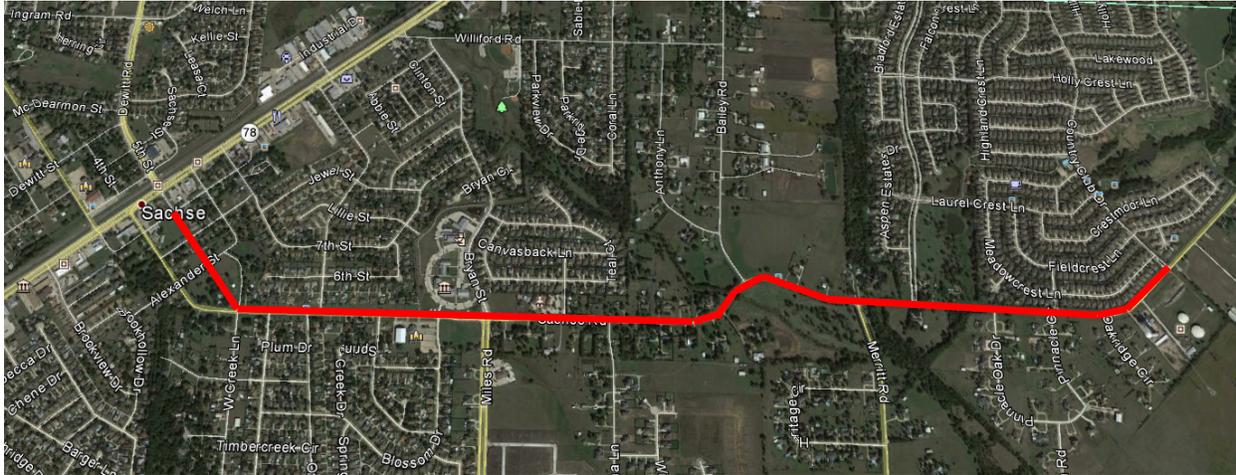
PURCHASE ORDER FOR ASPHALT ROADWAY IMPROVEMENTS
CITY COUNCIL
MAY 19, 2014

PROJECT LIST

- Sachse Road/5th Street
- Cartwright Drive
- Bonanza Drive
- Ponderosa Drive

Sachse Road/5th Street

- Project Limits



CARTWRIGHT DRIVE

- Project Limits



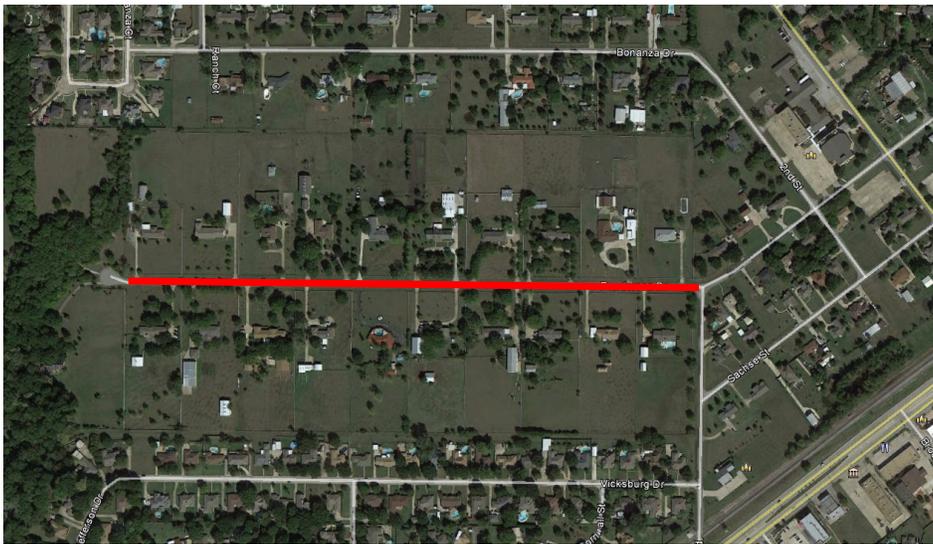
BONANZA DRIVE

- Project Limits



PONDEROSA DRIVE

- Project Limits



CONTRACT DETAILS

- City Council approved a Master Interlocal Cooperative Purchasing Agreement between the City of Sachse and the City of Grand Prairie in 2012 (Resolution No. 3381) for the purchase of necessary equipment, goods, and services.
- This agreement enables the City of Sachse to purchase street construction services with fixed unit costs identified in Grand Prairie's contract with Reynolds Asphalt & Construction Company, Incorporated (the Contractor).
- The contract between Grand Prairie and the Contractor was executed in 2011 and is renewed on an annual basis for up to four years. Grand Prairie has renewed the contract, so it is still in effect for 2014.
- The Contractor will provide a 2-year maintenance bond for the work as described in their contract with Grand Prairie.
- The Contractor will also be performing maintenance work on Merritt Road (project completed in 2012), at no cost to the City of Sachse, in accordance with the maintenance bond requirements in their contract with Grand Prairie.

CONSTRUCTION PROCESS

- Contractor has provided an initial bid for each project, assuming full depth replacement (subgrade and asphalt) is needed (maximum cost).
- Once the Purchase Order is approved, the Contractor will provide a geotechnical assessment for the projects
- City staff will work with the Contractor to review the assessment results for the pavement, subgrade, and soil conditions to identify the appropriate re-construction methods, which can include:
 - Full depth replacement of the subgrade/replacement of asphalt
 - Partial depth re-working/replacement of the subgrade/replacement of asphalt
 - Asphalt milling and placement of new asphalt top coat
- City staff will work with the Contractor to identify the proper re-construction method and adjust the scope to re-construct the projects within the project budget.
- City staff will return to Council with the final construction costs once the scope is finalized.

FUNDING DETAILS – Sachse Road/5th Street

- Preliminary Cost Estimate provided by the Contractor
 - \$656,212.40 for Major Asphalt Repair on Sachse Road/5th Street

- Project Budget
 - \$328,106.20 from RCC Funds
 - \$224,000.00 as identified in the 2013-2014 CIP
 - Additional \$104,000.00 approved by City Council as identified in the Interlocal Agreement with Dallas County
 - \$328,106.20 from Dallas County*

*Dallas County is funding ½ of the Sachse Road/5th Street Project. County Funds are included in the purchase order amount, because the County will reimburse the City after the City makes payment to the Contractor.

FUNDING DETAILS – Cartwright Drive

- Preliminary Cost Estimate provided by the Contractor
 - \$102,024.75 for Major Asphalt Repair on Cartwright Drive

- Project Budget
 - \$115,000 from Capital Projects Fund as identified in the 2013-2014 CIP

FUNDING DETAILS – Bonanza Drive

- Preliminary Cost Estimate provided by the Contractor
 - \$90,819.30 for Major Asphalt Repair on Bonanza Drive
- Project Budget
 - \$85,000 from the Street Maintenance Tax fund as identified in the 2013-2014 CIP

FUNDING DETAILS – Ponderosa Drive

- Preliminary Cost Estimate provided by the Contractor
 - \$116,122.30 for Major Asphalt Repair on Ponderosa Drive
- Project Budget
 - \$100,000 from the Street Maintenance Tax fund as identified in the 2013-2014 CIP

Staff Recommendation

- Staff recommends that the City Council of the City of Sachse approve a resolution authorizing the City Manager to execute purchase orders in the amount not to exceed \$956,212.40



Legislation Details (With Text)

File #: 14-2235 **Version:** 1 **Name:** Approval of Chase participation agreement
Type: Agenda Item **Status:** Agenda Ready
File created: 5/16/2014 **In control:** City Council
On agenda: 5/19/2014 **Final action:**
Title: Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the participation agreement by and between the City of Sachse, Texas, and JP Morgan Chase Bank, N.A. for commercial card services; and providing for an effective date.

Executive Summary

The City has determined that its purchasing card program will operate more efficiently using the services offered by JP Morgan Chase Bank, as compared to the current provider, Citibank. The City Council previously approved an interlocal purchasing agreement with the City of Fort Worth, allowing Sachse to use the contract pricing from Fort Worth for the purchasing card program with JP Morgan Chase Bank.

Sponsors:

Indexes:

Code sections:

Attachments: [51SACHSE JPMorgan Chase Bank N A Resolution Approving Participation Agreement66160.pdf](#)
[City of Sachse - Participation Agreement.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the participation agreement by and between the City of Sachse, Texas, and JP Morgan Chase Bank, N.A. for commercial card services; and providing for an effective date.

Executive Summary

The City has determined that its purchasing card program will operate more efficiently using the services offered by JP Morgan Chase Bank, as compared to the current provider, Citibank. The City Council previously approved an interlocal purchasing agreement with the City of Fort Worth, allowing Sachse to use the contract pricing from Fort Worth for the purchasing card program with JP Morgan Chase Bank.

Background

The current process used to enter purchasing card transactions into the accounting system is cumbersome and repetitive, and we have not been successful in implementing the required system changes with the current processor. Current staff has previous experience with the JP Morgan Chase system, and has successfully utilized its features to increase efficiency in both approval of transactions and interface with the accounting system.

Policy Considerations

The City of Fort Worth was awarded a contract with Chase to provide a purchasing card program, and at the April 7 meeting of the Sachse City Council, a resolution was approved for an interlocal purchasing agreement with the City of Fort Worth, allowing the City of Sachse to use the contract prices from Fort Worth.

Budgetary Considerations

There are no upfront costs in changing providers, and the rebate terms are very similar between Chase and the current provider.

Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the participation agreement by and between the City of Sachse, Texas, and JP Morgan Chase Bank, N.A. for commercial card services; and providing for an effective date, as a consent agenda item.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE PARTICIPATION AGREEMENT BY AND BETWEEN THE CITY OF SACHSE, TEXAS, AND JPMORGAN CHASE BANK, N.A. FOR COMMERCIAL CARD SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Worth, Texas, and JPMorgan Chase Bank, N.A. or Chase Bank USA, N.A. (the “Bank”) entered into a Commercial Card Agreement on or about August 31, 2007, for the Bank to provide commercial card services to the Client (the “Program”); and

WHEREAS, the City of Sachse entered into a Cooperative Purchase Agreement with the City of Fort Worth, which allows the City of Sachse to take advantage of the Program, as set forth under the terms and conditions of the Commercial Card Agreement; and

WHEREAS, the City of Sachse now desires to participate in the Program, subject to the terms and conditions of the Commercial Card Agreement; and

WHEREAS, the City Council of the City of Sachse has been presented with a proposed Participation Agreement between the City of Sachse and the Bank (the “Agreement”) allowing the City to participate in the Program, subject to the terms and conditions of the Commercial Card Agreement; and

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

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

SECTION 1. That the City Manager is hereby authorized to execute the Agreement, attached hereto as Exhibit “A”, with the Bank for the City to participate in the Program, subject to the terms and conditions of the Commercial Card Agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas,
this the _____ day of _____, 2014.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

EXHIBIT "A"
PARTICIPATION AGREEMENT

PARTICIPATION AGREEMENT | JPMORGAN CHASE BANK.NA.

THIS PARTICIPATION AGREEMENT (the "Participation Agreement") is made and effective this ____ day of _____, 2014 ("Effective Date"), by and between City of Sachse, a Texas Municipality (the "Participant") and JPMorgan Chase Bank, N.A. or Chase Bank USA, N.A., as may be determined from time to time, (the "Bank") each a national banking association.

WITNESSETH:

WHEREAS, pursuant to that certain Commercial Card Agreement dated as of August 31, 2007 (the "Commercial Card Agreement") between City of Fort Worth (the "Client") and the Bank, the Bank has agreed to provide commercial card services to the Client (the "Program") on the terms and conditions of the Commercial Card Agreement, attached hereto and incorporated herein as Exhibit I; and

WHEREAS, the Participant desires to participate in the Program, subject to the terms and conditions of the Commercial Card Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, provisions and covenants contained herein, the parties agree as follows:

- 1. Definitions.** Except as otherwise provided herein, all capitalized terms used herein and not otherwise defined and which are defined in the Commercial Card Agreement shall be used herein as so defined in the Commercial Card Agreement.
- 2. Mutual Obligations.** By their execution of this Participation Agreement, the Participant and Bank hereby agree to be bound by all the terms and conditions of the Commercial Card Agreement as may be amended from time to time attached hereto as Exhibit I. This Participation Agreement shall remain in effect according to its terms without regard to the continued existence or enforceability of the Commercial Card Agreement with respect to the original parties thereto. All references to "Client" in the Commercial Card Agreement shall be deemed to constitute references to the Participant hereunder.

Without limiting the generality of the foregoing, the Participant further agrees that it shall be responsible only for transactions and for fees, charges and other amounts due under the Commercial Card Agreement related to the use of Accounts of the Participant pursuant to the Commercial Card Agreement and that the Client shall not be liable for any such transactions and for any such fees, charges and other amounts.

- 3. Incentives.** For purposes of calculating rebates, Combined Charge Volume for each Participant will begin to accrue on the first day of the month following the date the Participation Agreement is executed.
- 4. Notices.** Notwithstanding the provisions of the Commercial Card Agreement, all notices and other communications required or permitted to be given under this Participation Agreement shall be in writing and shall be effective on the date on which such notice is actually received by the party to which addressed. All notices shall be sent to the address set forth below or such other address as specified in a written form from one party to the other.

To the Bank: JPMorgan Chase Bank, N.A.
10 South Dearborn-Chase Tower Floor 34, IL1-0032
Chicago, IL 60670-0199
Attn: Commercial Card Contracts Manager

To the Participant: City of Sachse
3815 Sachse Road Building B
Sachse, Texas 75048
Attn: Berna Fitzpatrick

- 5. Miscellaneous.** This Participation Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas, and as applicable, federal law. The headings, captions, and arrangements used in this Participation Agreement are for convenience only and shall not affect the interpretation of this Participation Agreement. This Participation Agreement may be executed in any number of counterparts, all of which, when taken together shall constitute one and the same document, and each party hereto may execute this Participation Agreement by signing any of such counterparts.

IN WITNESS WHEREOF, the parties have caused this Participation Agreement to be duly executed as of the date first written above.

BANK:

By:

Name: _____

Title: _____

PARTICIPANT:

By:

Name: _____

Title: _____

Participant Attestation:

The undersigned, a duly authorized officer or representative of Participant, does hereby certify that Participant has been duly authorized to enter into and perform this Participation Agreement and that the person signing above on behalf of the Participant, whose execution of this Participation Agreement was witnessed by the undersigned, is an officer, partner, member or other representative of Participant possessing authority to execute this Participation Agreement.

By:

Name: _____

Title: _____



Legislation Details (With Text)

File #:	14-2230	Version:	1	Name:	Employee Recognition 1st Quarter 2014 Employee Recognition 4th Quarter 2013
Type:	Agenda Item	Status:			Agenda Ready
File created:	5/12/2014	In control:			City Council
On agenda:	5/19/2014	Final action:			
Title:	Recognize employees for their service to the City of Sachse.				
	Executive Summary Each quarter the City Council recognizes employee milestones.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Title
Recognize employees for their service to the City of Sachse.

Executive Summary
Each quarter the City Council recognizes employee milestones.

Background
Five Years

Crystal Morris has spent the majority of her career with the City of Sachse as a Patrol Officer. During her tenure, Officer Morris has obtained certification as a Mental Health Officer and last year received her Intermediate Peace Officer certification; she has been a member of the Special Response Team. Officer Morris has recently transferred from patrol to School Resource Officer, where she works with the elementary schools and also provides backup. Officer Morris's hard work is greatly appreciated.

Ten Years

Michael Hunter serves the City of Sachse as a Patrol Officer; throughout his tenure, he has served as Traffic Officer, Accident Investigator, Detective, Intoxilizer Operator, Live Scan Operator and Instructor, State Training Officer, and Field Training Officer. Officer Hunter currently has his Advanced Peace Officer certification. Officer Hunter was the Rookie of the Year in 2004, Officer of the Year in 2008, and won a Life Saving Award in 2009. He serves as the "go-to-guy" on many projects. The City thanks him for his service.

Policy Considerations
None

Budgetary Considerations
None

Staff Recommendations
Staff recommends that the presentations be made by Mayor Felix.



Legislation Details (With Text)

File #: 14-2208 **Version:** 1 **Name:** Proclamation recognizing Motorcycle Safety Awareness campaign.

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

File created: 5/7/2014 **In control:** City Council

On agenda: 5/19/2014 **Final action:**

Title: Proclamation recognizing Motorcycle Safety Awareness campaign.

Executive Summary
Each year the Motorcycle Safety Awareness Campaign asks us to help promote their annual event.

Sponsors:

Indexes:

Code sections:

Attachments: [Proclamation. MC.pdf](#)

Date	Ver.	Action By	Action	Result
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Title
Proclamation recognizing Motorcycle Safety Awareness campaign.

Executive Summary
Each year the Motorcycle Safety Awareness Campaign asks us to help promote their annual event.

Background
This year we have 2 groups requesting the proclamation promoting safety awareness: Scott Phillips with the Christians Motorcycle Club and Teresa Stowell with the Blacksheep Motorcycle Club (Who comes in annually). Mayor Felix will present a proclamation to each group.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Mayor Felix present the proclamation recognizing Motorcycle Safety Awareness.

PROCLAMATION

WHEREAS, today's society is finding more citizens involved in motorcycling on the roads of our country, and

WHEREAS, motorcyclists are roughly unprotected and much more likely to be injured or killed in a crash than other vehicle drivers, and

WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries and most of all fatalities, through a comprehensive approach to motorcycle safety, and

WHEREAS, it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of the country, and

WHEREAS, urging all citizens of our community to become aware of the inherent danger involved in operating a motorcycle and give the operator the respect on the road they deserve.

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

Motorcycle Safety Awareness in the City of Sachse

in recognition of their annual safety campaign.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 19th day of May, 2014.



Mike J. Felix
Mayor



Legislation Details (With Text)

File #:	14-2227	Version:	1	Name:	Subdivision Waiver request
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	5/8/2014	In control:		In control:	City Council
On agenda:	5/19/2014	Final action:		Final action:	
Title:	Consider the application of Huffines Communities requesting a waiver from the Code of Ordinances, Chapter 8 Subdivisions, to permit the design and construction of a non-standard roadway in the City of Sachse, Texas.				

Executive Summary

The Applicant seeks to design and construct a street in the City of Sachse, and is requesting a waiver from the Code of Ordinances in three parts, including two non-standard roadway sections and a non-standard sidewalk. The requested street sections and sidewalk do not meet the current standards as outlined in the Subdivision Ordinance and the Standard Construction Details of the City of Sachse, Texas. The Applicant has provided a written narrative, including reasons for their request of a waiver. Section 8-8 Waivers of Chapter 8 Subdivisions of the Code of Ordinances of the City of Sachse, Texas, authorizes the City Council of the City of Sachse to grant a waiver of the Subdivision Ordinance under specific circumstances as outlined in Section 8-8. The specific circumstances listed in Section 8-8 provide criteria for evaluating the waiver request.

Sponsors:

Indexes:

Code sections:

- Attachments:**
- [1 Property Location PDF](#)
 - [2 Requested Street Alignment PDF](#)
 - [3 Street Plan Profile PDF](#)
 - [4 Applicant Narrative with attachments PDF](#)
 - [5 Engineers Drainage Analysis PDF](#)
 - [6 Subdivision Ordinance Section 8-16 PDF](#)
 - [7 Subdivision Ordinance Section 8-19](#)
 - [8 Standard Construction Details - Section 2A and 2C](#)
 - [WAIVER REQUEST PRESENTATION FINAL PDF](#)

Date	Ver.	Action By	Action	Result
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Title

Consider the application of Huffines Communities requesting a waiver from the Code of Ordinances, Chapter 8 Subdivisions, to permit the design and construction of a non-standard roadway in the City of Sachse, Texas.

Executive Summary

The Applicant seeks to design and construct a street in the City of Sachse, and is requesting a waiver from the Code of Ordinances in three parts, including two non-standard roadway sections and a non-standard sidewalk. The requested street sections and sidewalk do not meet the current standards as outlined in the Subdivision Ordinance and the Standard

Construction Details of the City of Sachse, Texas. The Applicant has provided a written narrative, including reasons for their request of a waiver. Section 8-8 Waivers of Chapter 8 Subdivisions of the Code of Ordinances of the City of Sachse, Texas, authorizes the City Council of the City of Sachse to grant a waiver of the Subdivision Ordinance under specific circumstances as outlined in Section 8-8. The specific circumstances listed in Section 8-8 provide criteria for evaluating the waiver request.

Background

Project Information (Attachment 1)

The Applicant, Huffines Communities, is the representative for the Subject Property in Sachse, Texas, which includes five tracts of land totaling approximately 7.9 acres near the southeast corner of Merritt Road and the President George Bush Turnpike (PGBT) in Sachse, Texas. The applicant is also the representative for property in the City of Rowlett, located southeast of the Subject Property. There is a property owned by the City of Garland in between the Subject Property and the property in Rowlett. The properties are shown in Attachment 1.

The Applicant seeks to construct a street in the City of Sachse, from Merritt Road to their property in Rowlett to serve a multifamily development in Rowlett. The requested alignment of the road begins at the East right-of-way (R.O.W.) line of Merritt Road south of the PGBT and travels easterly across the Subject Property, across the City of Garland Property, and into the Applicant's property in Rowlett. The requested alignment, shown in Attachment 2 and 3, includes three specific sections that differ from City of Sachse standards.

Staff informed the applicant that their proposed street would not be approved by staff because it does not meet the minimum requirements of Sachse's Ordinances. The applicant is seeking a remedy under the waiver provision of the Code of Ordinances whereby the City Council may grant waivers. Staff evaluated the waiver request within the parameters included in Section 8-8 of the Subdivision Ordinances. That evaluation is included below.

Applicant's Requested Street (Attachment 2 and 3)

- A. Requested Section A - 4-lane divided street section with 10.5-foot wide lanes and a 6-foot median (requested 80-foot R.O.W.)
- B. Requested Section B - 3-lane divided street section with one 15-foot wide eastbound lane and two 12-foot wide westbound lanes and a 2-foot median (requested 71-foot R.O.W.)
- C. Requested Section C - A 12-foot wide sidewalk with an alignment diverging from the street, down to and across the bottom of the existing creek channel

City of Sachse Standard Requirements (Attachments 6, 7, 8)

Per Section 8-16(9)a (Attachment 6) and Section 8-19 (Attachment 7) of the Subdivision Ordinance, and per Section 2A and 2C of the Standard Construction Details (Attachment 8):

- A. City of Sachse 4-lane street section - 4-lane divided street section with 12-foot wide lanes and a minimum 17-foot median (minimum 80-foot R.O.W.)

- B. City of Sachse standard perimeter street - 4-lane undivided street section with 11-foot wide lanes and no median (minimum 60-foot R.O.W.)
- C. The City of Sachse standard sidewalks are located on both sides of the street, may be located along the curb or 1' from the property line, and are minimum of 5-foot wide (along the property line), or a minimum of 6-foot wide (along the curb)

Applicant's Narrative (Attachment 4, 5)

The Applicant has prepared a narrative explaining the reasons for the waiver request (Attachment 4), and has provided a drainage analysis from a Licensed Professional Engineer (Attachment 5). The reasons provided by the Applicant include:

- A. 4-lane road section (Section A)
 - i. Required City of Rowlett section to serve multi-family development
 - ii. Narrow street section conforms with Rowlett's North Shore Design Criteria
 - iii. This section has been approved by the City of Rowlett
- B. 3-lane road section (Section B)
 - i. The road must cross an existing drainage channel, which has an existing NTTA drainage culvert that conveys stormwater runoff under and across the PGBT
 - ii. There is a pinch point created by the existing NTTA R.O.W. for the PGBT and the existing NTTA drainage culvert
 - iii. There is a lack of horizontal distance between the culvert system and the property line to allow for a 4-lane divided road section
 - iv. The adjacent land owner is not amenable to selling land, granting an easement, or dedicating R.O.W. to widen the road section
 - v. Widening the road section requires extending the existing culverts, which will cause the FEMA 100-yr water surface elevation to rise, and increases the velocity of runoff downstream in the creek channel (Engineer's analysis provided in Attachment 5)
 - vi. This proposed roadway is the only available access point to the multifamily development proposed on the Applicant's property in Rowlett
 - vii. The 3-lane road section has been found to be acceptable for public safety access by the City of Rowlett and the City of Sachse
- C. 12-foot sidewalk (Section C)
 - i. There is a lack of horizontal distance between the existing culvert system and the NTTA R.O.W. to allow for a sidewalk along the proposed 3-lane road section
 - ii. Deviating from the roadway will allow for a low water crossing of the sidewalk at the creek channel

Policy Considerations

The intent and purpose of the Subdivision Ordinance, as stated in Section 8-3 is:

Sec. 8-3 Intent and Purpose.

- A. *Intent.* In the interpretation and application of the provisions of these regulations, it is the intention of the city council that the principles, standards and requirements provided for herein shall be minimum requirements for the platting and developing of

subdivisions in the City of Sachse and, where other ordinances of the city are more restrictive in their requirements, such other ordinances shall control.

B. Purpose.

- (1) Promote and develop the utilization of land in a manner to assure the best possible community environment in accordance with the adopted plans and regulations of the City of Sachse;
- (2) Guide and assist the developers in the correct procedures to be followed and to inform them of the standards which shall be required;
- (3) Protect the public interest by supervising the location, design, class and type of streets, sidewalks, utilities and essential areas and services required; and
- (4) Protect and promote the public health, safety and general welfare.

The Sachse Code of Ordinances, Chapter 8 Subdivisions, provides City Council the authority to authorize a waiver to the ordinance under the following conditions:

Sec. 8-8. Waivers.

Authorization. The City Council may authorize a waiver from these regulations when in its opinion undue hardship will result from requiring strict compliance. In granting waiver, the City Council shall prescribe only conditions that it deems necessary or desirable to the public interest and making the findings herein below required. The City Council shall take into account the nature of the proposed use of land involved and existing uses of the land in the vicinity, the number of persons who will reside or work in the proposed Subdivision, and the probable effect of such waiver upon traffic conditions and upon the public health, safety, convenience and welfare in the vicinity. No waiver will be granted unless the City Council finds:

- (1) That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of their land.
- (2) That the waiver is necessary for the preservation and enjoyment of a substantial property right of the applicant, that the granting of the waiver will not be detrimental to the public health, safety or welfare or injurious to other property in the area.
- (3) That the granting of the waiver will not have the effect of preventing the orderly Subdivision of other lands in the area in accordance with the provisions of this chapter. Such finding of the City Council together with the specific facts on which such findings are based shall be incorporated under the official minutes of the City Council meeting at which such waiver is granted. Waivers may be granted only when in harmony with the general purpose and intent of this chapter so that the public health, safety and welfare may be secured and substantial justice done. Pecuniary hardship to the subdivider, standing alone, shall not be deemed to constitute undue hardship.

Staff evaluated the waiver application under the specific criteria outlined in Section 8-8. In

the analysis included below, the Section 8-8 tests are repeated and staff's opinion is included below each test. Since the applicant's waiver request was submitted with three specific parts, there are three sets of opinions listed.

Waiver Request A

- (1) That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of their land.

Staff finds no special circumstances or conditions presented that would preclude the construction of the City of Sachse standard 4-lane street section for Section A.

- (2) That the waiver is necessary for the preservation and enjoyment of a substantial property right of the applicant, that the granting of the waiver will not be detrimental to the public health, safety or welfare or injurious to other property in the area.

Staff finds that the City of Sachse standard 4-lane street section will not be detrimental to the Applicant's preservation and enjoyment of a substantial property right.

- (3) That the granting of the waiver will not have the effect of preventing the orderly Subdivision of other lands in the area in accordance with the provisions of this chapter. Such finding of the City Council together with the specific facts on which such findings are based shall be incorporated under the official minutes of the City Council meeting at which such waiver is granted. Waivers may be granted only when in harmony with the general purpose and intent of this chapter so that the public health, safety and welfare may be secured and substantial justice done. Pecuniary hardship to the subdivider, standing alone, shall not be deemed to constitute undue hardship.

Staff finds that granting of the waiver would not have the effect of preventing the orderly subdivision of other lands in the area.

Waiver Request B

- (1) That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of their land.

Staff finds that the strict application of the provisions of the Subdivision Ordinance would not deprive the Applicant of the reasonable use of their land.

- (2) That the waiver is necessary for the preservation and enjoyment of a substantial property right of the applicant, that the granting of the waiver will not be detrimental to the public health, safety or welfare or injurious to other property in the area.

Staff finds that the standard City of Sachse street section for a perimeter street would not be detrimental to the preservation and enjoyment of a substantial property right of the Applicant. The requested Section B sidewalk is specifically addressed in Section C of the waiver request, but is included in Section B. Staff is concerned that constructing the only non-vehicular transportation surface, a sidewalk, at the bottom of a storm drainage channel would not provide for the public health, safety, or welfare at the same standard of care as the City's minimum standard.

- (3) That the granting of the waiver will not have the effect of preventing the orderly Subdivision of other lands in the area in accordance with the provisions of this chapter. Such finding of the City Council together with the specific facts on which such findings are based shall be incorporated under the official minutes of the City Council meeting at which such waiver is granted. Waivers may be granted only when in harmony with the general purpose and intent of this chapter so that the public health, safety and welfare may be secured and substantial justice done. Pecuniary hardship to the subdivider, standing alone, shall not be deemed to constitute undue hardship.

Staff finds that granting of the waiver would not have the effect of preventing the orderly Subdivision of other lands in the area. The requested Section B sidewalk is specifically addressed in Section C of the waiver request, but is included in Section B. Staff is concerned that constructing the only non-vehicular transportation surface, a sidewalk, at the bottom of a storm drainage channel would not provide for the public health, safety, or welfare at the same standard of care as the City's minimum standard.

Waiver Request C

- (1) That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of their land.

Staff finds that the strict application of the provisions of the Subdivision Ordinance would not deprive the Applicant of the reasonable use of their land.

- (2) That the waiver is necessary for the preservation and enjoyment of a substantial property right of the applicant, that the granting of the waiver will not be detrimental to the public health, safety or welfare or injurious to other property in the area.

Staff finds that the standard City of Sachse sidewalk would not be detrimental to the preservation and enjoyment of a substantial property right of the Applicant. Staff is concerned that constructing the only non-vehicular transportation surface, a sidewalk, at the bottom of a storm drainage channel would not provide for the public health, safety, or welfare at the same standard of care as the City's minimum standard.

- (3) That the granting of the waiver will not have the effect of preventing the orderly Subdivision of other lands in the area in accordance with the provisions of this chapter. Such finding of the City Council together with the specific facts on which such findings are based shall be incorporated under the official minutes of the City Council meeting at which such waiver is granted. Waivers may be granted only when in harmony with the general purpose and intent of this chapter so that the public health, safety and welfare may be secured and substantial justice done. Pecuniary hardship to the subdivider, standing alone, shall not be deemed to constitute undue hardship.

Staff finds that granting of the waiver would not have the effect of preventing the orderly Subdivision of other lands in the area. Staff is concerned that constructing the only non-vehicular transportation surface, a sidewalk, at the bottom of a storm drainage channel would not provide for the public health, safety, or welfare at the same standard of care as the City's minimum standard.

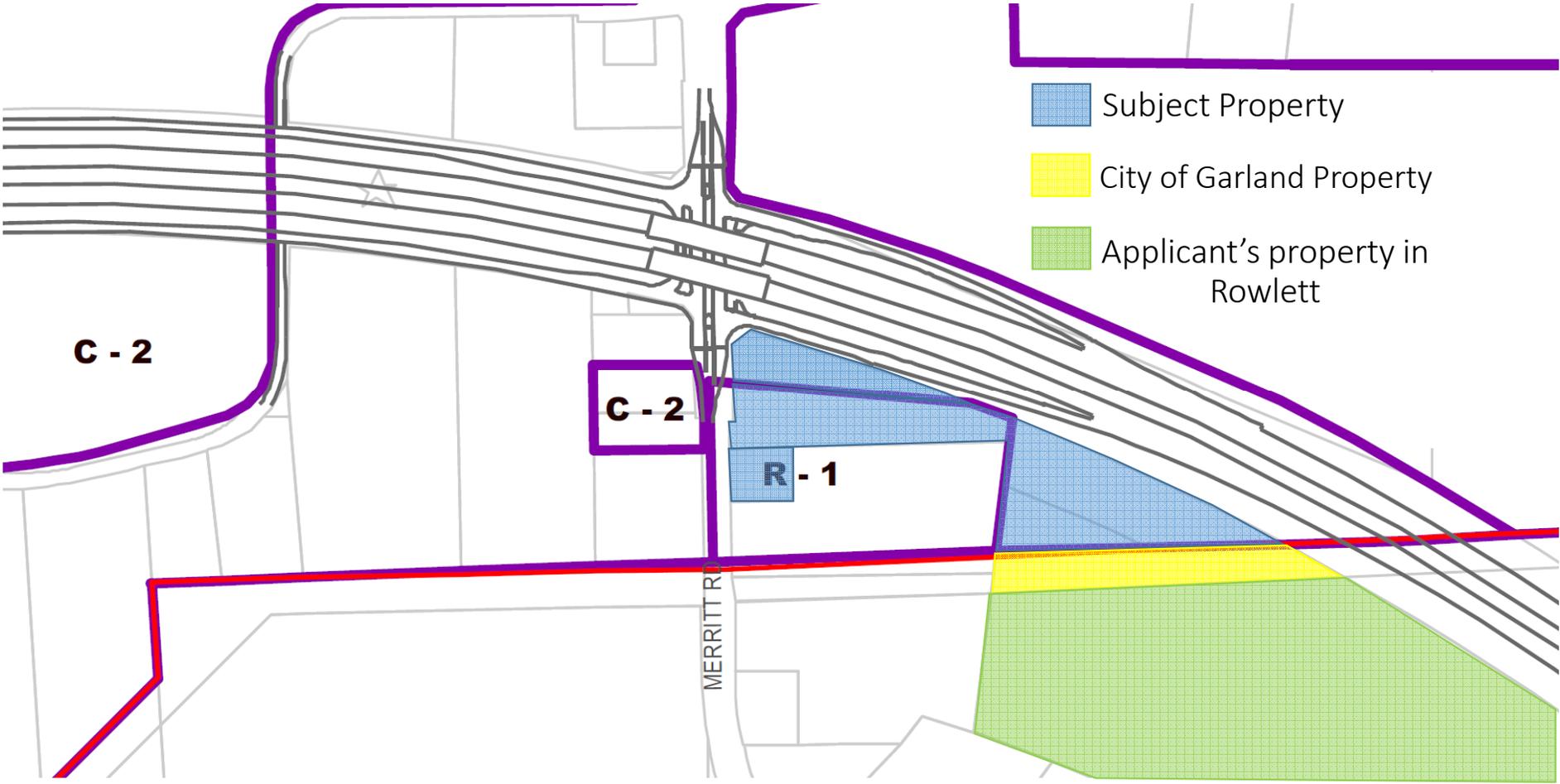
Budgetary Considerations

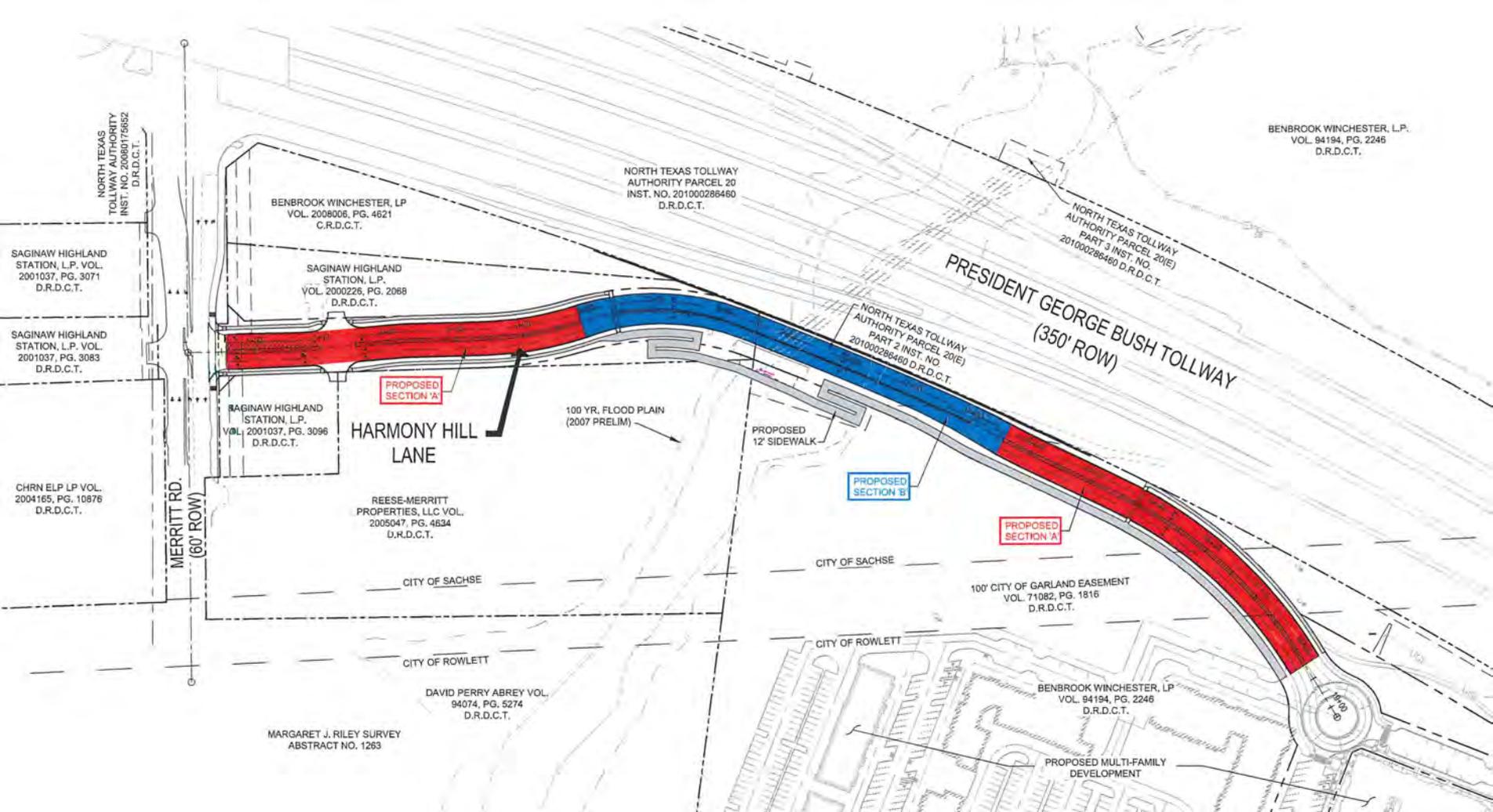
None

Staff Recommendations

Staff recommends denial of the waiver request.

Attachment 1 – Property Location





BENBROOK WINCHESTER, L.P.
VOL. 94194, PG. 2246
D.R.D.C.T.

NORTH TEXAS TOLLWAY
AUTHORITY PARCEL 20
INST. NO. 201000286460
D.R.D.C.T.

BENBROOK WINCHESTER, LP
VOL. 2008006, PG. 4621
C.R.D.C.T.

SAGINAW HIGHLAND
STATION, L.P.
VOL. 2000228, PG. 2088
D.R.D.C.T.

NORTH TEXAS TOLLWAY
AUTHORITY PARCEL 20(E)
PART 3 (INST. NO.
201000286460) D.R.D.C.T.

PRESIDENT GEORGE BUSH TOLLWAY
(350' ROW)

NORTH TEXAS TOLLWAY
AUTHORITY PARCEL 20(E)
PART 2 (INST. NO.
201000286460) D.R.D.C.T.

PROPOSED
SECTION 'A'

100 YR. FLOOD PLAIN
(2007 PRELIM)

PROPOSED
12' SIDEWALK

PROPOSED
SECTION 'B'

PROPOSED
SECTION 'A'

HARMONY HILL
LANE

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

CITY OF SACHSE

100' CITY OF GARLAND EASEMENT
VOL. 71082, PG. 1616
D.R.D.C.T.

CITY OF SACHSE

CITY OF ROWLETT

CITY OF ROWLETT

DAVID PERRY ABREY VOL.
94074, PG. 5274
D.R.D.C.T.

BENBROOK WINCHESTER, LP
VOL. 94194, PG. 2246
D.R.D.C.T.

MARGARET J. RILEY SURVEY
ABSTRACT NO. 1263

PROPOSED MULTI-FAMILY
DEVELOPMENT

NORTH TEXAS
TOLLWAY AUTHORITY
INST. NO. 200173862
D.R.D.C.T.

SAGINAW HIGHLAND
STATION, L.P. VOL.
2001037, PG. 3071
D.R.D.C.T.

SAGINAW HIGHLAND
STATION, L.P. VOL.
2001037, PG. 3083
D.R.D.C.T.

CHRN ELP LP VOL.
2004165, PG. 10876
D.R.D.C.T.

MERRITT RD.
(60' ROW)

APR 14 2014



April 14, 2014

City of Sachse
Community Development
3815 Sachse Road
Sachse, Texas 75048

RE: HARMONY HILL LANE – Variance Narrative

To Whom It May Concern:

Huffines Communities, would like to formally request a variance for the proposed roadway, Harmony Hill Lane. This roadway will begin on the east side of Merritt Road, south of President George Bush Turnpike (NTTA) and travel west to the City of Rowlett thru the City of Garland and serve a proposed multifamily development – see Attachment A.

The proposed variance would include and allow the following:

- Two (2) non-standard roadway sections
 - Section A: 80' right-of-way, divided 4 lane, 2-21' streets, 6' median
 - Section B: 71' right-of-way, divided 3 lane, 24' & 15' streets, 2' median
- Approximately 500' of associated sidewalk to deviate from Section B, outside the right-of-way

Reasoning for the roadway variance:

- Section A
 - Required City of Rowlett section to serve multi-family development
 - Narrow street section conforms with Rowlett's North Shore design criteria
 - See Attachment B for City of Rowlett's approval letter
- Section B
 - Located approximately 900' east of Merritt Road
 - Roadway crossing perpendicular to existing creek/culvert system
 - Pinch-point created by existing culvert system and NTTA R.O.W.
 - Lack of horizontal distance between culvert system and R.O.W. does not allow for Section A
 - Adjacent land owner not amenable to selling land, granting easement or dedicating additional R.O.W. to widen section
 - Widening of section forces culvert extension, resulting in drainage issue
 - Raises FEMA 100-yr water surface
 - Increases downstream velocities in creek
 - Only available access point to Rowlett multifamily development
 - Two lanes westbound (exit Lanes) and one lane eastbound (entrance lane)
 - Lane configuration approved by both Sachse and Rowlett fire departments
 - See Attachment B for City of Rowlett's approval letter



Reasoning for roadway variance (continued):

- Sidewalk relocation
 - Lack of horizontal distance between existing culvert system and NTTA R.O.W. does not allow for sidewalk to be located within Section B
 - Deviate from roadway alignment and provide a low water crossing in creek near the foot of the existing culvert system.

Please do not hesitate to contact us should you have any questions, comments or concerns. We appreciate the opportunity to present our variance request and look forward to working with you.

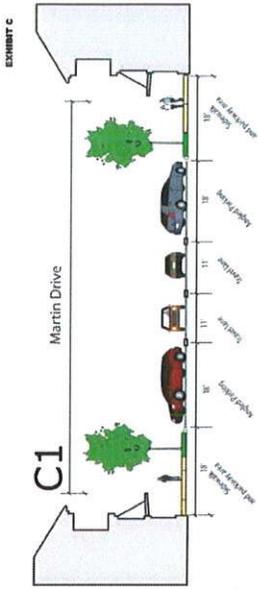
Sincerely,

A handwritten signature in blue ink that reads "Elvio Bruni".

Elvio Bruni
//attachments

ATTACHMENT A

Legend:	
Symbol	Description
	80' Entry Lane Boulevard with Hike and Bike Trail, sidewalk
	60' Neighborhood Street- Two-way travel lane with parallel parking
	60' Neighborhood Street- Two-way travel lane with angled parking
	Parking



Development team:
Owner/ Applicant:
 HUFFINES Communities
 EMO Bruni
 8200 Douglas Avenue
 Suite 300
 Dallas, TX 75225
 (214)750-1800

Surveyor:
 Graham Associates, Inc.
 Eric Seeley
 600 Six Flags Dr. Suite 500
 Arlington, TX 76011
 (817)640-8535

Notes:

- Center Interval = 1'-0" (5'-0" Center Mark)
- The FB District boundary (es) and thence, alignment(s) shown on this exhibit are for illustration purposes and do not set the boundary. The boundary is determined at time of final plat.
- Major Warrants from current development intent state- "The City of Rowlett is hereby requesting approval by the Planning and Zoning Commission and approval by City Council during Development Plan review."
- This Regulating Plan is for illustrative purposes only and subject to change. The Regulating Plan is not intended to be subject to change. The City of Rowlett Form Based Code. Deviations from specific standards have been listed and requested as warrants.
- All current development requirements of the City as amended shall be met unless otherwise approved.
- The drawings are only intended to be conceptual and are subject to change at the time of final design and development, provided the changes are consistent with the general design shown on the Framework Plan and Zoning Exhibit.



Exhibit D-6 Regulating Plan
Street Type Plan
Harmony Hill
 In the City of Rowlett, Dallas County, Texas
 McCrimmy & Williams Survey, Abstract No. 1013
 Current Zoning: SF-40
 July 29, 2013
 Scale: 1" = 100'-0"

Revisions	
Date Issued:	Description:
09/06/2013	

10.14.2013 2012053.00 MM
 Copyright © JHP 2013
 Not for Regulatory Approval. Permit or Construction: Ronald E. Harwick
 Registered Architect of State of Texas, Registration No. 7956.



Harmony Hill
 Rowlett, TX





February 28, 2014

Mr. Kurbansade,

Please accept this memo as clarification from the City of Rowlett regarding the Harmony Hill's boulevard section, specifically as it pertains to the culvert crossing.

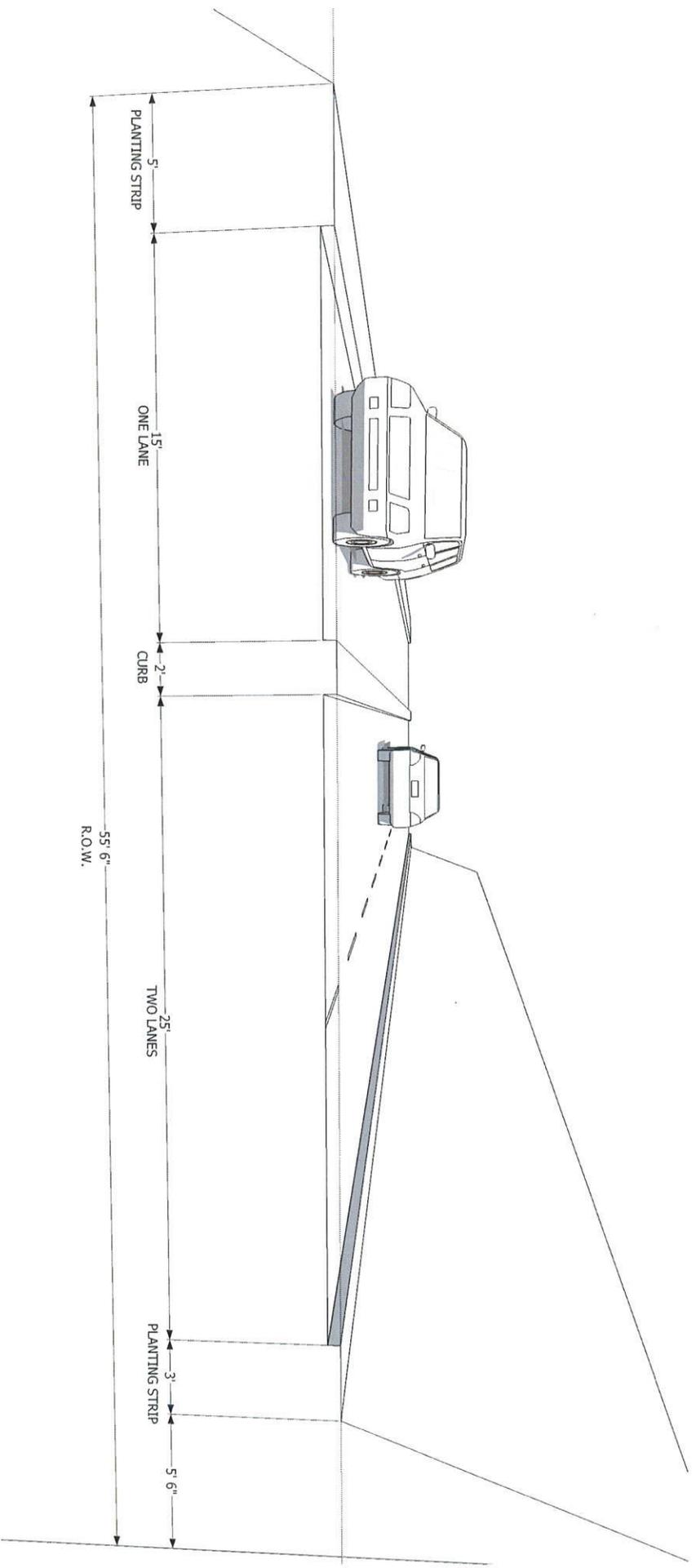
After meeting in September 2013 with Staff from the City of Sachse and the applicant, Huffines Communities, and obtaining general consensus from all parties, the Rowlett City Council approved the culvert section as seen in Attachment 1 on November 19, 2013 as part of the applicant's rezoning proposal.

In December 2013 it was brought to my attention by both the applicant and Rowlett's Fire Chief that the City of Sachse's Fire Department expressed concerns regarding the culvert crossing and would be more comfortable with an amended version of the plan. To that end, the applicant has proposed an alternative section (Attachment 2). The City of Rowlett is in support of this option with the understanding that the full boulevard section as seen in Attachment 3 will be constructed before and after the culvert crossing.

Please feel free to contact me if any further clarification is needed. Thank you.

A handwritten signature in black ink that reads "Erin L. Jones". The signature is written in a cursive style with a large, prominent "E" and "J".

Erin L. Jones
Director of Development Services
City of Rowlett
972-412-6114
ejones@rowlett.com



Harmony Hill
Rowlett, TX



Culvert Street Section
Scale = N.T.S.

JAN.28.2014	2012053.00	J8
<small>Copyright © JHP 2014 Not for Regulatory Approval, Permit or Construction. Should E. Hawick Registered Architect of State of Texas, Registration No. 7696</small>		



Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS

May 8, 2014

Greg Peters, P.E.
City Engineer - City of Sachse
3815 Sachse Road
Sachse, Texas 75048

Re, NTTA culvert at Stream 2E8

Dear Mr. Peters,

We have analyzed the hydraulic conditions of the existing, 454 feet long culvert with the currently proposed entry road (Harmony Hill Lane) built over the upstream end of the existing 3 barrel 7' x 7' box culvert. This condition does not require lengthening of the existing pipe and retains the existing head-wall. Under this condition, using our calculated ultimate 100-year discharge, the existing culvert has a 100-year upstream water surface elevation of 483.09 and an E.G. of 483.56.

Using the same 100-year discharge and a proposed culvert lengthen 60 ft. to accommodate a typical City road section, we calculate an upstream water surface elevation of 483.62 and an E.G. of 484.09. This alternate culvert would be 514 feet long, was modeled with the same style of entrance, and at the same slope as the existing culvert pipe. Our analysis shows the alternative design would raise the flood level 0.53 feet and this increase would extend off the project site. Please note; lengthening the culvert without any bends in the pipe would require obtaining an easement from the neighboring property owner.

If the proposed lengthened pipe, including the proposed upstream headwall, is to be constructed entirely on the project site, then a mitered pipe bend would have to be constructed. This bend will have an associated extra hydraulic loss. Using the same discharge as above, a proposed culvert lengthen 60 ft., with a dog-leg to keep the proposed headwall on-site, has an upstream water surface elevation of 483.64 and an E.G. of 484.12; both of which are slightly higher than the straight pipe alternative.

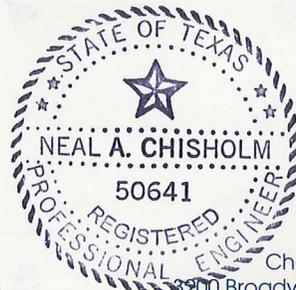
In all 3 cases, the 3 - 7 x 7 RCBC is flowing full and the 100-year velocity in the pipe is 9.39 fps. Also, the hydraulic analyses were made using HEC-2's special culvert routine, with a pipe roughness coefficient of 0.013 and an ultimate condition 100-year discharge of 1,380 cfs.

Constructing the culvert extension from different size pipe barrels, say 3 - 8 x 7, would be extremely difficult since this is a 3 barrel culvert. Plus there would be an added hydraulic loss for the transition. In my experience, when I model an existing culvert with different cross sections, I always model the smaller diameter or dimension. To my knowledge, neither HEC-2 nor HEC-RAS can model a culvert with different pipe cross sections.

Please do not hesitate to call me if you have any questions or want to see the HEC-2 printouts.

Sincerely,

Neal Chisholm, P.E. & C.F.M.
Graham Associates, Inc. TBPE F-1191



Summit Office Park
1300 Summit Ave., Suite 419
Ft. Worth, Texas 76102-4418
(817) 332-5756
Fax (817) 336-6909

Centerpoint Three
600 Six Flags Drive, Suite 500
Arlington, Texas 76011-6356
(817) 649-1914 • Metro (817) 640-8535
FAX (817) 633-5240

Chase Bank
3200 Broadway Blvd. Suite 268
Garland, Texas 75043-1571
(972) 840-6671
FAX (972)-840-6671

- (2) The City of Sachse may withhold the issuing of a street number or building permit for the erection of any building in the City of Sachse on a newly subdivided parcel of land until all the requirements of these Subdivision regulations have been complied with, including installation of and acceptance by the City of all water works, sewage and paving improvements for the area designated.

I. *As-built plans.*

- (1) The developer or his engineer shall present the city with one reproducible (sepia) and three blue line or black line complete "AS BUILT" sets of plans for all paving, drainage structures, water mains and sewer mains within 60 days after completion of each contract and before final acceptance of the new developments.

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

A. *Streets.*

- (1) The arrangement, character, extent, width, grade, and location of all streets shall conform to the City of Sachse master thoroughfare plan when available and shall be considered in their relation to existing and planned streets, to topographical conditions, to public safety and in their appropriate relation to the proposed uses of the land to be served by such streets.
- (2) When such street is not on the master thoroughfare plan, when available, the arrangement of streets in a subdivision shall either:
 - (a) Provide for the continuation or appropriate projection of existing streets in surrounding areas; or
 - (b) Conform to a plan for the neighborhood approved or adopted by the council to meet a particular situation where topographical or other conditions make continuance or conformity to existing streets impracticable.
- (3) Minor streets shall be so laid out that their use by through traffic will be discouraged.
- (4) Where a subdivision abuts or contains an existing or proposed arterial street, the council may require marginal access streets, reverse frontage, deep lots with rear service alleys, or such treatment as may be necessary for adequate protection to residential properties and to afford separation of through and local traffic.
- (5) Reserve strips controlling access to streets shall be prohibited except where their control is definitely placed in the city under conditions approved by the council.
- (6) Street center line offsets of less than 125 feet shall be avoided.

- (7) Arterial street intersections shall be at least 90° angles. Other street intersections shall be laid out so as to intersect as nearly as possible at right angles, and no street shall intersect at less than 75°.
- (8) Sight distance triangles will be required where driveways intersect streets to allow sufficient drive sight distance for proper decision making on entering or crossing the roadway. No landscaping, grading, signs or screening shall be permitted in the sight distance triangle from 2 ½ feet to 8 feet in height, measured from the top of the adjacent curb. Minimum dimensions of sight distance triangles shall be in accordance with the tables and figures below.

**TABLE 1
SIGHT DISTANCES
(SEE FIGURE 1)**

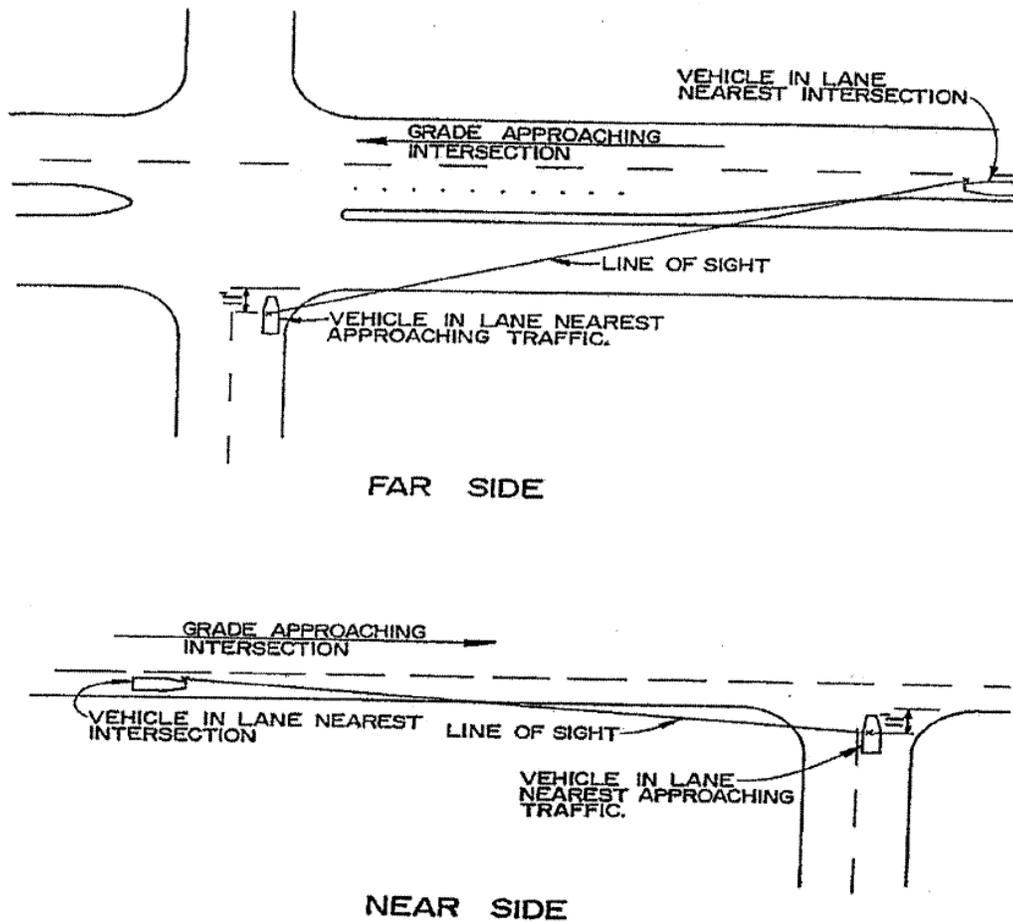
TYPE OF STREET	DESIGN SPEED	STOPPING SIGHT DISTANCE FEET		PAVEMENT WIDTH	INTERSECTION SIGHT DISTANCE (FEET)			
		MINIMUM	DESIRABLE		NEAR SIDE		FAR SIDE	
					MINIMUM	DESIRABLE	MINIMUM	DESIRABLE
RESIDENTIAL	25	150	200	26'	150	220	150	260
	30	200	200	26'	200	260	200	300
				30'	200	270	210	305
COLLECTOR	35	240	250	36'	200	275	220	310
MINOR ARTERIAL	35	240	250	44'	240	330	275	375
				2-22'	240	330	305	410
	40	275	300	44'	275	350	305	425
				2-33'	280	400	400	520
PRINCIPAL ARTERIAL	45	315	375	2-33'	320	450	450	580

FOR DISTANCE ADJUSTMENTS DUE TO GRADE OR STREET USE TABLE 2

**TABLE 2
SIGHT DISTANCE ADJUSTMENTS DUE TO GRADE**

DESIGN SPEED	UPGRADES (DECREASE)			DOWNGRADES (INCREASE)		
	3	6	10	3	6	10
25	5	10	15	5	15	25
30	10	15	20	10	20	30
35	15	20		15	25	
40	20	25		20	35	
45	25	30		25	50	

FIGURE 1



Sight distance at intersections

- (9) Street right-of-way widths shall be as shown on the master thoroughfare plan, when available, and where not shown therein shall be not less than as follows:
 - (a) Major thoroughfares: Minimum 80 feet; maximum 140 feet, depending upon the location and the city street plan with which the major thoroughfare is to be connected.
 - (b) Secondary thoroughfare—60 feet (min.).
 - (c) Minor residential street—50 feet.
 - (d) Access or service road—40 feet.
 - (e) Minor street in apartment, commercial or industrial areas—60 feet
- (10) Minor residential streets shall be paved 31 feet wide from back of curb to back of curb. Minor apartment streets and secondary collector streets shall be paved 37 feet wide from back of curb to back of curb.

- (11) Half streets shall be prohibited, except when essential to the reasonable development of the subdivision in conforming with the other requirements of these regulations, and where the council finds it will be practical to require the dedication of the other one-half when the adjoining property is subdivided. Whenever a partial street exists along a common property line, the other portion of the street shall be dedicated. Where part of a street is being dedicated along a common property line and the ultimate planned width is 60 feet, the first dedication will be 35 feet; where the ultimate planned width is 70 feet, the first dedication will be 40 feet.
- (12) A cul-de-sac shall not be longer than 600 feet and at the closed end shall have a turn-around provided for, having an outside roadway diameter of at least 80 feet and a street property line diameter of at least 100 feet.
- (13) New streets of like alignment shall bear the names of existing streets and shall be dedicated at equal or greater widths than the existing streets. No street names shall be used which will duplicate or be confused with the names of existing streets. Street names shall be subject to the approval of the council.
- (14) All new streets dedicated within a subdivision shall be constructed in accordance with Standard Specifications of the NCTCOG for Public Works and the Standard Construction Details of the City of Sachse.
- (15) Where traffic conditions require, traffic engineering studies may be required by the council from the developer to provide technical data.
- (16) Within the corporate limits of the City of Sachse, street signs will be furnished and installed by the city at the expense of the subdivider at each intersection and the subdivider shall pay to the City of Sachse the current standard charges per street sign for the cost of materials and installation of each street sign. In subdivisions lying beyond the corporate limits of the said city, street name signs shall be placed by the subdivider at all intersections within or abutting the subdivisions. Such signs shall be of a type approved by the City of Sachse, shall be installed in accordance with the standards of the City of Sachse. The developer shall pay such sum as computed by the city administrative official for street signs as set out herein at the time at which he submits his final plat for approval, and this sum shall be in addition to the filing fee set forth hereinabove.

B. *Utilities.*

- (1) The sanitary sewers, storm sewers, water mains, street improvements, with all appurtenances pertaining to the above and facilities of other agencies as may be required, shall be constructed and installed in each new subdivision in accordance with current official standards of the City of Sachse.

- (2) Water.
 - (a) All subdivisions shall be provided with an approved water system designed and constructed in accordance with the master plan when available and standard specifications of the City of Sachse. In the corporate limits of the City of Sachse all subdivisions shall be connected with the City of Sachse water supply distribution system.
- (3) Sewer improvements.
 - (a) All subdivisions shall be provided with an approved sewage disposal system and where the subdivision is inside the city limits of the City of Sachse, shall be connected to the City of Sachse sanitary sewer system.
 - (b) The developer shall furnish and install the complete sewage system, including the mains, manholes, cleanouts, Y-branches and service laterals for all lots, lift stations and appurtenances. The sewage system shall be designed and constructed in accordance with the master plan when available and standard specifications of the City of Sachse.
 - (c) In locations where sanitary sewers are not available and where there is no immediate prospect for installation of sanitary sewers, then septic tanks of approved type may be installed in conformity with the rules, regulations and ordinances of the City of Sachse pertaining to public health, provided however that in no case shall septic tanks be installed without the express approval and inspection of the City of Sachse.
- (4) All public or privately owned underground utilities shall stub out all services from mains in all directions to the property lines in streets; and in alleys the services shall be stubbed out 18 inches inside the rear property line of platted lots and to the property line of unplatted property prior to commencing paving operations.
- (5) Electric utilities to be underground.
 - (a) No subdivision plat or site plan filed with or submitted to the city shall be approved unless such plan or plat requires all electric utility lateral and service lines to be constructed underground. In special or unique circumstances or to avoid undue hardship, the city council may authorize variances and exceptions from this requirement and permit the construction and maintenance of overhead electric utility lateral or service lines and may approve any plat with such approved variances or exceptions. It is the intent of this section that no overhead electric utility lateral or service lines be constructed without a variance or exception having been obtained for the subdivision plat or site plan.
 - (b) That all wires and lines providing other utility services, and electric lines serving street lights, shall be placed underground in all subdivisions and on all sites where the final subdivision plat or site plan approved by the city requires electric utility lateral and service lines to be placed

underground. Utility support equipment, such as transformers, amplifiers, switching devices, etc., necessary for or used in connection with underground installations shall be deemed to be placed underground if actually constructed underground or if pad-mounted on the surface.

- (c) Anything in this ordinance to the contrary notwithstanding, temporary construction service may be provided by overhead electric lines and facilities without obtaining a variance or exception.
- (d) That nothing herein set forth shall prohibit or restrict any utility company from recovering the difference between the cost of overhead facilities and underground facilities. Each utility whose facilities are subject to the provisions of this ordinance shall develop policies and cost reimbursement procedures with respect to the installation and extension of underground service.
- (e) As used in this ordinance the terms "Utility service[s]", "feeder lines", "lateral lines", and "service lines" shall have the following meanings:
 - (i) "Utility services" shall mean the facilities of any person, firm or corporation providing electrical, telephone, TV cable or any other such item or service for public use which services are not normally or already required to be placed underground and are within the present or future city limits of the City of Sachse, Texas.
 - (ii) "Feeder lines" shall mean those high voltage supply electric lines that emanate from substations used to distribute power throughout an area.
 - (iii) "Lateral lines" shall mean those electric lines used to distribute power from a feeder line to an end user. These electric lines are normally connected to a feeder line through a sectionalizing device such as a fuse.
 - (iv) "Service lines" shall mean those electric lines used to connect between the utilities' supply system and the end user's service entrance.

C. *Drainage.*

- (1) An adequate storm sewer system consisting of inlets, pipes and other underground drainage structures with approved outlets shall be constructed where runoff of storm water and the prevention of erosion cannot be accomplished satisfactorily by surface drainage facilities. Areas subject to flood conditions as established by the city will not be considered for development until adequate drainage has been provided.
- (2) No individual, partnership, firm or corporation shall deepen, widen, fill, re-route or change the course or location of any existing ditch, channel, stream or drainage way, without first obtaining written permission of the City of Sachse or other agency having jurisdiction.

D. *Alleys.*

- (1) Alleys shall be provided in commercial and industrial districts, except that the commission may waive this requirement where other definite and assured provision is made for service access, such as off-street loading, unloading and parking consistent with and adequate for the use proposed. Service alleys in commercial and industrial districts shall be a minimum 25 feet in right-of-way width.
- (2) In residential districts, alleys may be provided parallel, or approximately parallel, to the frontage of the street. Alleys in residential districts, where provided, shall be a minimum of 15 feet in right-of-way width, and paved ten feet in width.
- (3) Alleys may be provided in all new developments and replatting of old additions, as desired by the developer because of drainage or topographical features or existing conditions which may require the use of an alley in a particular location.
- (4) Alleys, where provided, shall be paved in accordance with the Standard Construction Details of the City of Sachse.
- (5) Where the deflection of alley alignment exceeds 30°, a cutback of a minimum 15 feet or of such greater distance to provide safe vehicular movement shall be established on the inside property line and the paving of the alley shall be cut back in the same manner as shown in the city Standard Construction Details.
- (6) Dead-end alleys shall be avoided where possible, but, if unavoidable, shall be provided with adequate turn-around facilities at the dead end as determined by the council.
- (7) Access to residential property may be permitted from the alley. Access from the alley shall not exclude another means of access from the front or side. No alley lot access to residential property shall be allowed from any arterial street, unless expressly waived by the council upon approval by the city engineer.

E. *Easements.*

- (1) Easements across lots or centered on rear or side lot lines shall be provided for utilities where necessary and shall be of such widths as may be reasonably necessary for the utility or utilities using same, with minimum width of 15 feet. Any easements so established shall be maintained by the property owner.
- (2) Where a subdivision is traversed by a water course, drainage way, channel or street, there shall be provided a storm easement or drainage right-of-way conforming substantially with such course and of such additional width as may be designated by the city administrative official that will be reasonably adequate for the purpose. Parallel streets or parkways may be required in connection with this.

The drainage shall be designed to eliminate erosion of adjoining property and to facilitate routine maintenance.

- (3) All easements may be included in the computation of lot sizes, with the exception of drainage easements, which will be in addition to the specified lot size.

F. *Blocks.*

- (1) The length, width and shapes of blocks shall be determined with due regard to:
 - (a) Provision of adequate building sites suitable to the special needs of the type of use contemplated.
 - (b) Zoning requirements as to lot sizes and dimensions.
 - (c) Needs for convenient access, circulation, control and safety of street traffic.
- (2) In general intersecting streets, determining the blocks, lengths and widths shall be provided at such intervals as to serve cross traffic adequately, and to meet exiting streets or customary subdivision practices. Where no existing subdivision controls, the block lengths should not exceed 1,000 feet, with a maximum of 1,200 feet in length. Where no existing subdivision controls, the blocks shall not be less than 500 feet in length; however, in cases where physical barriers or property ownership creates conditions where it is appropriate that these standards be varied, the length may be increased or decreased to meet the existing conditions having due regard for connecting streets, circulation of traffic and public safety.
- (3) Where blocks in the vicinity of a school, park or shopping center are platted 1,000 feet or longer the council may require a walkway near the middle of the block or at a street that terminates between the streets at the ends of the block. The walkway shall not be less than four feet or more than eight feet in width, shall have a four foot concrete walk through the block from sidewalk to sidewalk, or the rear property line.
- (4) Where no existing subdivision controls, the block depth shall be platted to give lots with a depth to width ratio of generally not more than two and one-half to one and in no case more than four to one, and the platting shall be such that the block depth generally shall not exceed 350 feet nor be less than 215 feet. When possible, the block depth and length shall be such to allow two tiers of lots back to back to an alley.
- (5) Pedestrian walks not less than four feet wide shall be provided around the perimeter of all blocks. If the pedestrian walks are part of the current Master Hike and Bike Trail Plan, a walkway not less than eight feet wide shall be provided.

G. *Lots.*

- (1) Lots shall conform to the minimum requirements of the established zoning district.
- (2) Each lot shall abut on a public street.
- (3) Where corner lots are key lots, that is where lots face the frontage street and also other lots face the side street, the corner lot shall have a front building line on both streets, unless said key lot is separated from other lots by a dedicated street or alley.
- (4) Key lots or irregular shaped lots shall have sufficient width at the building line to meet frontage requirements of the appropriate zoning district. Also, the rear width shall be sufficient to provide access for all utilities including garbage collection, but not less than ten feet.
- (5) No lot shall be platted less than 100 feet in depth except in cases where an irregular shaped tract is platted into lots and remnant piece of property is of sufficient area to plat one or more lots, the council may waive the depth requirement to prevent a hardship on the developer.
- (6) Side lot lines shall be substantially at right angles or radial to street lines.
- (7) Double frontage and reverse frontage lots should be avoided except where essential to provide separation of residential development from traffic arteries or to overcome specific disadvantage of topography and orientation. Where lots have double frontage, a front building line shall be established for each street.
- (8) It shall be lawful to increase the size of lots from that originally platted, provided, however, that there is no remaining portion of a lot, or lots, smaller than the original lot and provided further that final plat is submitted in accordance with the requirements of a final plat as contained hereinabove; provided that chapter 212 of Local Government Code is complied with.
- (9) In areas where city sewer is not immediately available, a lot shall be platted of such area as to meet the minimum requirements of Dallas and/or Collin Counties and the guide lines of the Texas state department of health pertaining to septic tank construction and operation.
- (10) No lot shall be replatted to reduce the size of the lots originally platted by a common dedicator, unless the consent of at least 66-2/3 percent of the property owners in the same subdivision has been obtained. Such required consent may be implied where another lot or lots in the subdivision as recorded have already been subdivided and built upon in the manner prescribed above. No lot will be reduced in width below a 60-foot frontage with an area of 7,200 square feet, except for

property having a local retail, commercial or manufacturing zoning classification and not for residential use.

- (11) When an applicant exhibits a duly executed and recorded deed covering a lot having dimensions of 50 feet by 120 feet or more has been sold by metes and bounds prior to passage of this ordinance and such lot is being assessed for city taxes and conforms to the established lot pattern and zoning classification in the block where located, then a building permit may be issued provided the requested use of such property conforms to the permanent zoning of the property covered by the application.
- (12) Subdivision plats for housing projects, apartment areas, shopping centers and industrial districts will be required. Site plans shall be filed with the City of Sachse for approval by the council.
- (13) All lots developed under this ordinance shall be shaped, graded, and finished by the developer to a finished grade elevation conforming with the lot grading plan and/or standard building code requirements providing for positive drainage and access.

H. *Building Lines.* Building lines along all streets shall be shown on the final plat on all lots intended for business and residential use and shall provide the minimum set-back as required by the Zoning Ordinance.

I. *Monuments.* In all subdivisions and additions corners shall be established at the corner of each block in the subdivision consisting of an iron rod or pipe not less than three-quarter inch in diameter and 24 inches deep flush with the top of the sidewalk. Lot corner monuments shall be placed at all lot corners except corners which are also block corners, consisting of iron rods or pipes of a diameter of not less than one half inch and 18 inches deep set flush with the top of the sidewalk.

Sec. 8-17. Water and sewer main extensions.

A. *Definitions.*

Pro Rata. A charge made against the consumer or Property Owner to pay for installation of water and sanitary sewer mains as provided in this section.

Standard size water main. A water main six inches or greater in diameter.

Substandard size water main. A water main less than six inches in diameter.

Property Owner. The record title holder of premises served with water from a connection by the City.

Consumer. The actual user of water from a City water connection.

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

A. *Definitions.*

- (1) *Development* shall mean any activity that requires the filing of a final Subdivision plat, or first increment thereof, or one lot plat.
- (2) *Escrow* shall mean money placed in the possession of the city to accomplish the purposes set out in this section including, but not limited to, the following: purchase of right-of-way, design and construction of drainage facilities, curb, gutter and pavement.
- (3) *Street, unimproved* shall mean any street proposed to be constructed as part of a development or an existing street without concrete curb and gutter, but not including state or federal highways.
- (4) *Street, internal* shall mean any street whose entire width is contained within a development.
- (5) *Street, perimeter* shall mean any street which abuts a development or one whose width lies partly within a development and partly without.

B. *Street, design construction costs and escrow requirement.*

- (1) The Owner shall be responsible for the design and construction of all streets within his development and one-half of same if an unimproved perimeter street.
- (2) The Owner shall be responsible for the construction of the following width perimeter streets to his development:
 - (a) When developing land zoned Residential or "F", the Owner shall be responsible for the construction of one-half of a 37-foot collector street.
 - (b) When developing land zoned "C-1," "C-2," or "PD," the Owner shall be responsible for construction of one-half of a 45-foot concrete street or one-half of the actual width of the proposed street, whichever is less.
 - (c) When developing land zoned "I-1," "I-2," the Owner shall be responsible for the construction of one-half of the street actually proposed for construction, pursuant to the Thoroughfare Plan of the City of Sachse.
- (3) The Owner shall construct all internal and perimeter streets at the time of development unless, from an engineering standpoint, it is not feasible to do so. Upon such determination, the Owner shall be required to place an amount equal to his share of the construction costs plus six percent of such sum for future engineering costs in escrow with the city.

- (4) The Owner shall be responsible for all of the engineering and design costs of all internal streets and also of all perimeter streets which are constructed either entirely by the Owner or through participation.
- (5) The responsibilities of the Owner relative to perimeter streets, shall not exceed a linear footage requirement equal to the square root of the area of the property expressed in feet. In the event the property is bound by more than one unimproved perimeter street, such formula shall apply to each such street. A total waiver of perimeter street responsibility is not within the contemplation of these rules and regulations.
- (6) However, in any event, perimeter street escrow responsibility shall not exceed the factor of 0.0035 times the current street cost per linear foot (one-half of the applicable street width, based on zoning) times the square footage of the plat, plus six percent of such sum for future engineering costs.

C. *Participation and escrow.*

- (1) If the Owner chooses to construct a wider street than required by the city or these regulations, the Owner shall pay the entire cost for the street. However, in the event the city is required to participate in the construction costs as provided in this chapter, the city shall reimburse its proportionate share to the Owner upon completion and acceptance of the streets and drainage improvements.
- (2) The obligations and responsibilities delegated to the Owner herein shall become those of the Owner's transferees, successors and assigns; and the liability therefore, shall be joint and several.
- (3) For the purpose of this section, the first step of developing is the submission of a preliminary plat or the submission of a final plat, as the requirements thereof may be.
- (4) Payment of funds required to be placed in escrow shall be made after the preliminary plat is approved by the planning and zoning commission and prior to the approval of the final plat.
- (5) Escrows which have been placed with the city under this section which have been held for a period of ten years from the date of such agreement, in the event that council has not authorized the preparation of plans and specifications for construction of such street which the escrow was made, shall be returned to the Owner, with such interest as it has earned.

Sec. 8-20. Park land dedication by Developers.

A. *Assessment for park development.* An Owner shall pay to the City of Sachse the sum of \$1,100.00 for each lot contained within a residential Subdivision and \$600.00 per

GENERAL NOTES

- A. GENERAL
PAVEMENT THICKNESS FOR STRAIGHT CROWN STREETS SHALL BE AS SPECIFIED BELOW IN SPECIAL NOTES.
- STANDARD SPECIFICATIONS
- B. REINFORCED CONCRETE PAVEMENTS
1. ALL CURBS SHALL BE PLACED INTEGRAL WITH PAVEMENT.
 2. CURBS SHALL MEET THE SAME COMPRESSIVE STRENGTH AS SPECIFIED FOR THE CONCRETE PAVEMENT.
 3. DETAIL AND ARRANGEMENT OF JOINTS, ALL TYPES, SHALL BE AS SHOWN ON SHEETS 2, 6, 7 & 8 OF SECTION 2-B OF THE STANDARD CONSTRUCTION DETAILS.
 4. BAR LAPS SHALL BE 30 DIAMETERS
- C. SUBGRADE
SUBGRADE UNDER ALL PAVEMENT SHALL BE 8 INCHES THICK AND SHALL BE STABILIZED WITH 6% BY WEIGHT OF HYDRATED LIME (44 LBS/SQUARE YARD) AND COMPACTED TO A DENSITY NOT LESS THAN 95% AS DETERMINED BY A.A.S.H.O. T-99. LABORATORY TESTS MAY BE SUBMITTED TO THE ENGINEERING DEPARTMENT FOR APPROVAL TO LOWER AMOUNT OF LIME REQUIRED.
- D. BAR CHAIRS OR AN APPROVED SUPPORTING DEVICE SHALL BE FURNISHED.
- E. CROSS SLOPE SHALL BE 1/4" PER FOOT UNLESS APPROVED BY ENGINEERING DEPARTMENT.

SPECIAL NOTES

PVMT WIDTH BACK-BACK	PVMT THICKNESS	28 DAY COMPRESSIVE STRENGTH	LIME	SUBGRADE THICKNESS	REBAR SIZE	REBAR SPACING
31'	7" *	3500 psi	MINIMUM 6% BY UNIT WT. 44 LBS. PER SQUARE YARD	8"	#4 **	18" O.C.
37'	8"	3500 psi		8"	#4	18" O.C.
45'	8"	3500 psi		8"	#4	18" O.C.
2 - 25'	10"	4000 psi		8"	#4	18" O.C.
* 6" THICKNESS MAY BE USED BASED UPON RECOMMENDATIONS PROVIDED IN A SITE-SPECIFIC GEOTECHNICAL REPORT, SIGNED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS.						
** IF ROAD IS NOT A DESIGNATED TRUCK ROUTE, #3 REBAR MAY BE USED BASED UPON RECOMMENDATIONS PROVIDED IN A SITE-SPECIFIC GEOTECHNICAL REPORT, SIGNED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS.						

CITY OF SACHSE, TEXAS
DEPARTMENT OF ENGINEERING

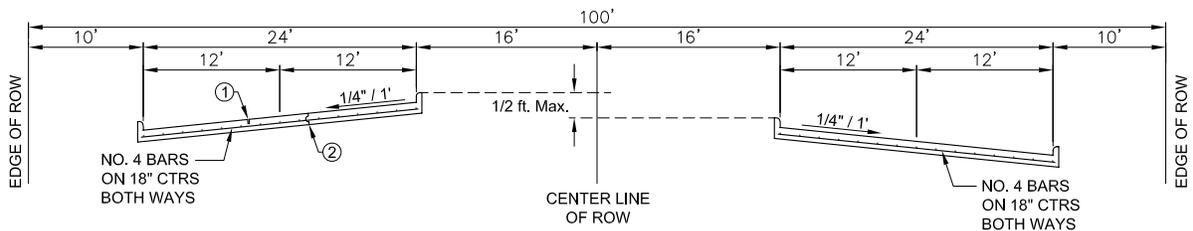
STANDARD CONSTRUCTION DETAILS
PAVING

STRAIGHT CROWN STREETS - NOTES

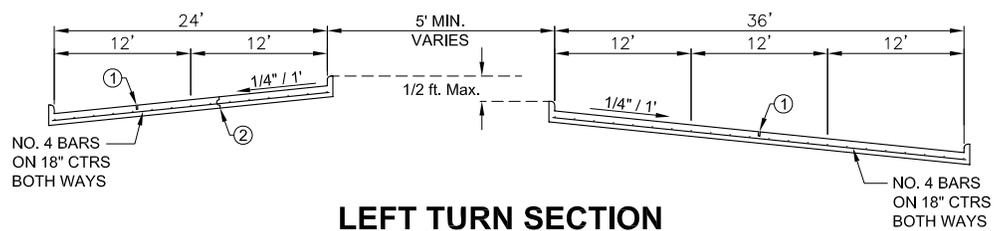
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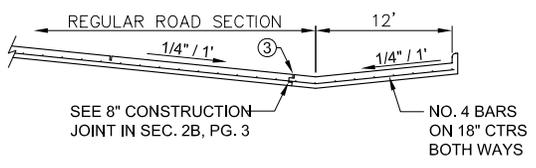
Page 2



REGULAR SECTION



LEFT TURN SECTION



RIGHT TURN SECTION

LEGEND

- ① SAWED LONGITUDINAL DUMMY JOINT
- ② CONSTRUCTION JOINT (FULL WIDTH PVMT IS ALLOWED WHERE APPROVED BY CITY OF SACHSE) DELETE IF PAVING IS 25 FT. WIDTH TO BE WIDENED LATER. INSTALL CURB IF PAVING IS LESS THAN FULL WIDTH OF 33' - 36'
- ③ SAW CUT CONSTRUCTION JOINT AND SEAL USING HOT POURED RUBBER JOINT SEALING COMPOUND

CITY OF SACHSE, TEXAS DEPARTMENT OF ENGINEERING		
STANDARD CONSTRUCTION DETAILS PAVING		
STRAIGHT CROWN STREETS		
APPROVED:		
DATE: SEPTEMBER 2013	REVISED:	Page 3

GENERAL NOTES

CURB RAMPS

1. Install a curb ramp or blended transition at each pedestrian street crossing.
2. All slopes shown are maximum allowable. Lesser slopes that will still drain properly should be used. Adjust curb ramp length or grade of approach sidewalks as directed.
3. The minimum residential sidewalk width is 4', sidewalks along thoroughfares to be a minimum of 5'. Where the sidewalk is adjacent to the back of curb, a 6' sidewalk width is desirable. Where a 4' sidewalk cannot be provided due to site constraints, sidewalk width may be reduced to 3' for short distances. 5'x 5' passing areas at intervals not to exceed 200' are required.
4. Landings shall be 5'x 5' minimum with a maximum 2% slope in any direction.
5. Maneuvering space at the bottom of curb ramps shall be a minimum of 4'x 4' wholly contained within the crosswalk and wholly outside the parallel vehicular travel path.
6. Maximum allowable cross slope on sidewalk and curb ramp surfaces is 2%.
7. Provide flared sides where the pedestrian circulation path crosses the curb ramp. Flared sides shall be sloped at 10% maximum, measured parallel to the curb. Returned curbs may be used only where pedestrians would not normally walk across the ramp, either because the adjacent surface is planted, substantially obstructed, or otherwise protected.
8. Additional information on curb ramp location, design, light reflective value and texture may be found in the current edition of the Texas Accessibility Standards (TAS) and 16 TAC 68.102.
9. To serve as a pedestrian refuge area, the median should be a minimum of 6' wide, measured from back of curbs. Medians should be designed to provide accessible passage over or through them.
10. Small channelization islands, which do not provide a minimum 5'x 5' landing at the top of curb ramps, shall be cut through level with the surface of the street.
11. Crosswalk dimensions, crosswalk markings and stop bar locations shall be as shown elsewhere in the plans. At intersections where crosswalk markings are not required, curb ramps shall align with theoretical crosswalks unless otherwise directed.
12. Handrails are not required on curb ramps. Provide curb ramps wherever on accessible route crosses (penetrates) a curb.
13. Place concrete at a minimum depth of 5" for ramps, flares and landings, unless otherwise directed.
14. Provide a smooth transition where the curb ramps connect to the street.
15. Existing features that comply with TAS may remain in place unless otherwise shown on the plans.

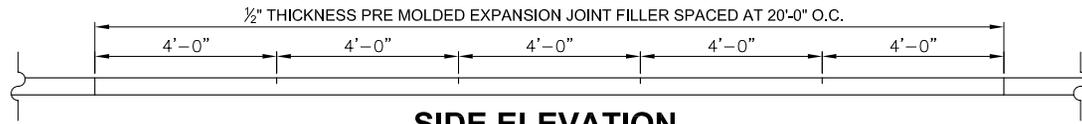
DETECTABLE WARNING MATERIAL

16. Curb ramps must contain a detectable warning surface that consists of raised truncated domes complying with Section 705 of the TAS. The surface must contrast visually with adjoining surfaces, including side flares. Furnish and install an approved cast-in-place dark red detectable warning surface material or brick pavers adjacent to uncolored concrete, unless specified elsewhere in the plans.
17. Detectable Warning Materials must meet TxDOT Departmental Materials Specification DMS 4350 and be listed on the Material Producer List. Install products in accordance with manufacturer's specifications.
18. Detectable warning surfaces must be slip resistant and not allow water to accumulate.
19. Detectable warning surfaces shall be a minimum of 24" in depth in the direction of pedestrian travel, and extend the full width of the curb ramp or landing where the pedestrian access route enters the street.
20. Detectable warning surfaces shall be located so that the edge nearest the curb line is at the back of curb. Align the rows of domes to be perpendicular to the grade break between the ramp run and the street. Detectable warning surfaces may be curved along the corner radius.

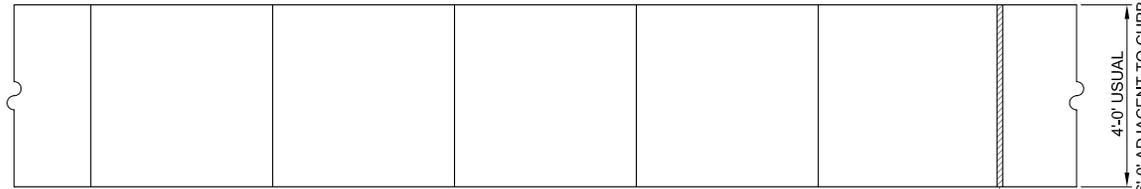
DETECTABLE WARNING PAVERS

21. Furnish detectable warning paver units meeting all requirements of ASTM C-936, C-33. Lay in a two by two unit basket weave pattern or as directed.
22. Lay full-size units first followed by closure units consisting of at least 25 percent of a full unit. Cut detectable warning paver units using a power saw.

CITY OF SACHSE, TEXAS DEPARTMENT OF ENGINEERING		
STANDARD CONSTRUCTION DETAILS PAVING		
BARRIER FREE RAMP GENERAL NOTES		
APPROVED:		
DATE: SEPTEMBER 2013	REVISED:	Page 2

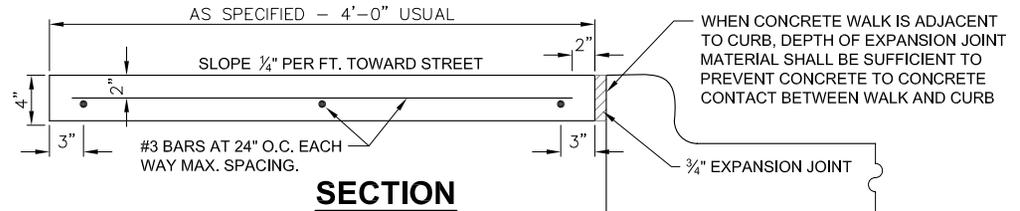


SIDE ELEVATION

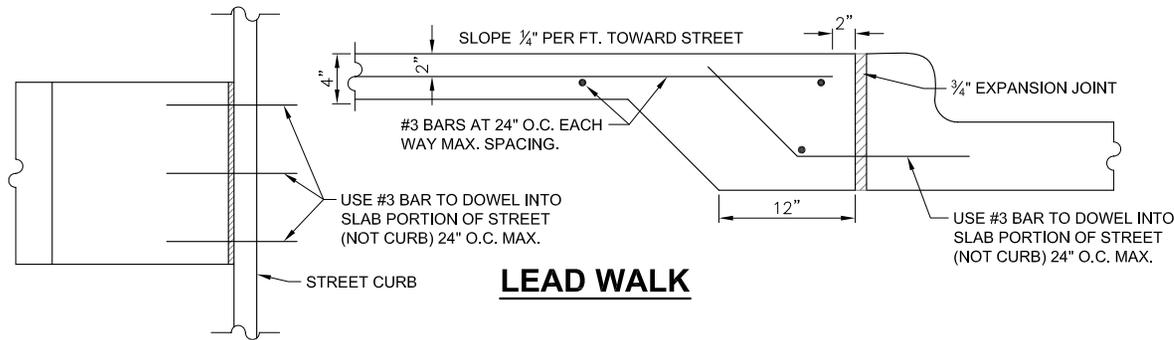


PLAN

1/2" EXPANSION JOINTS SHALL BE SPACED AT 20' INTERVALS OR AS OTHERWISE SPECIFIED AND JOINTS SHALL BE FILLED WITH PRE MOLDED BITUMINOUS EXPANSION JOINT FILLER.



SECTION



LEAD WALK

CONCRETE SIDEWALK

NOTES:

1. SELECT MATERIAL (EXC. SAND) MAY BE PLACED UNDER CONCRETE SIDEWALK FOR GRADING PURPOSES TO ACHIEVE A UNIFORM SURFACE OR SUBGRADE UPON WHICH TO PLACE CONCRETE.
2. ALL SUBGRADE BENEATH SIDEWALKS TO BE COMPACTED TO 95% STANDARD PROCTOR DENSITY.
3. ALL SIDEWALKS TO BE CONSTRUCTED IN ACCORDANCE WITH TEXAS ACCESSIBILITY STANDARDS (TAS).
4. STANDARD 4' WIDE CONCRETE SIDEWALK SHALL BE CONSTRUCTED WITH A ONE (1) FOOT SPACE BETWEEN THE PROPERTY R.O.W. LINE AND THE EDGE OF THE SIDEWALK.

CITY OF SACHSE, TEXAS
DEPARTMENT OF ENGINEERING

STANDARD CONSTRUCTION DETAILS
PAVING

SIDEWALKS

APPROVED:

DATE: SEPTEMBER 2013

REVISED:

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WAIVER REQUEST
SUBDIVISION ORDINANCE OF THE CITY OF SACHSE, TEXAS

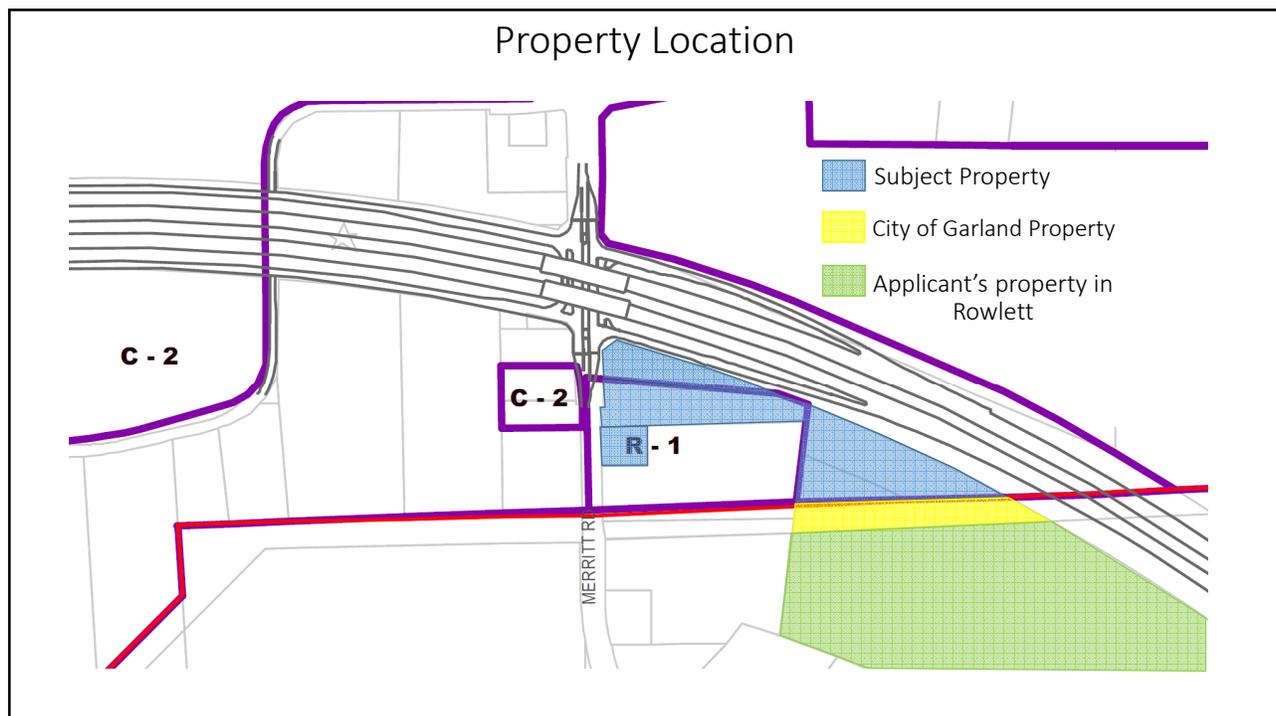
CITY COUNCIL
MAY 19, 2014

OVERVIEW

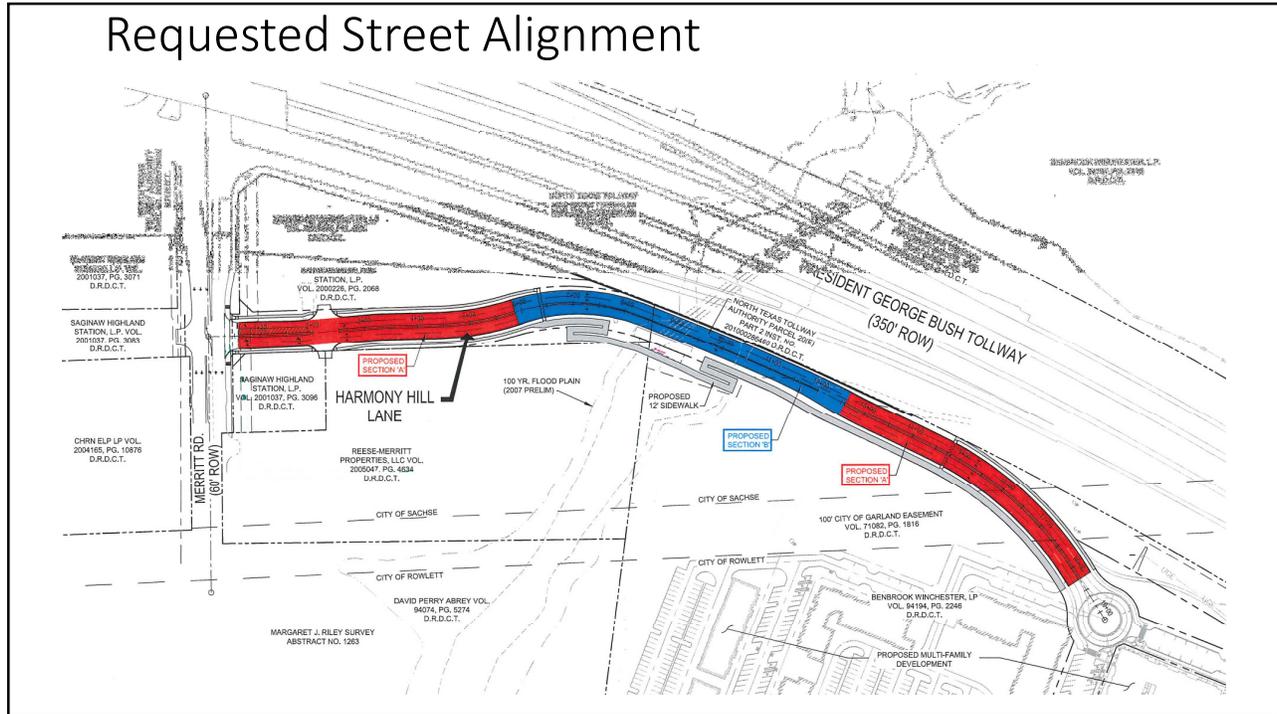
- Applicant information
- Property Location
- Proposed Street Alignment
- Overview of the Waiver Request
- Subdivision Ordinance Intent and Purpose
- Subdivision Ordinance Waiver Provisions
- Waiver Considerations
- Staff Recommendation

Applicant Information

- The Applicant, Huffines Communities, represents the Subject Property, along with adjacent properties in Sachse and Rowlett.
- The Applicant is seeking to construct a street in the City of Sachse, from Merritt Road to their property in Rowlett.
- The proposed alignment of the street begins at the east R.O.W. of Merritt Road south of the PGBT, and travels easterly across the Subject Property, across the City of Garland Property, and into the Applicant's property in Rowlett.



Requested Street Alignment



Waiver Request Overview

The Applicant has submitted a request for a waiver to the Subdivision Ordinance of the City of Sachse for the proposed design and construction of a street.

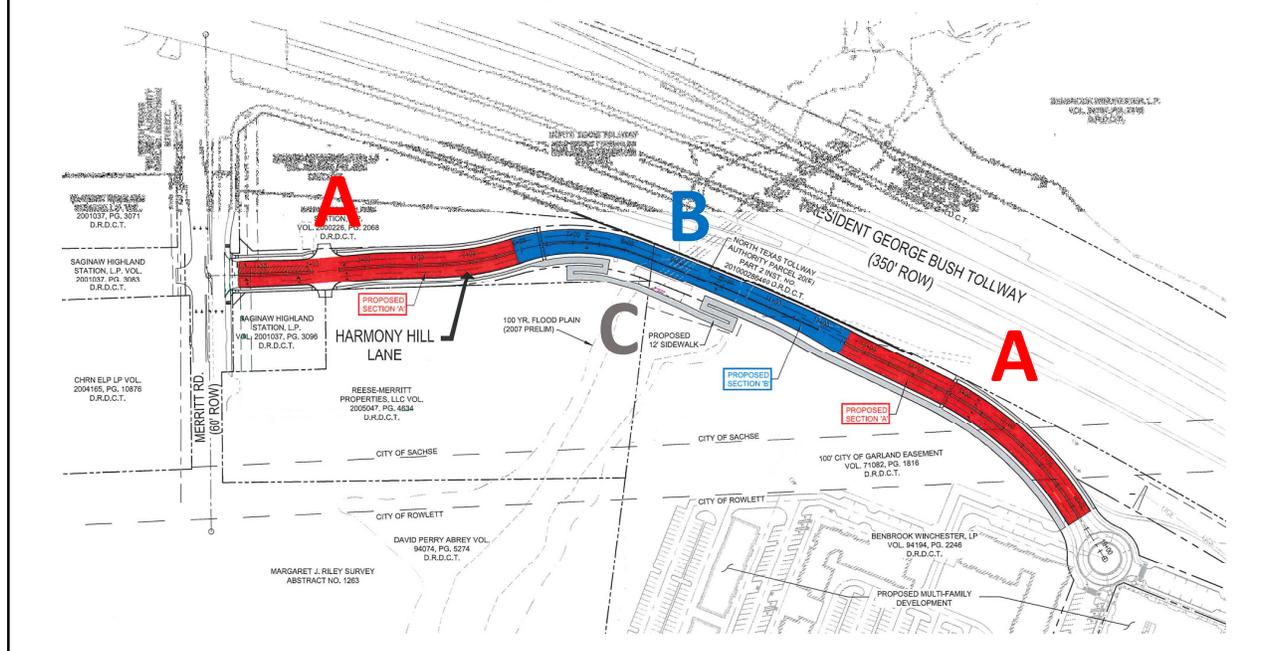
Applicant's Requested Street

- A. Section A, a 4-lane divided street section with:
 - i. 80-foot R.O.W.
 - ii. Four 10.5-foot lanes
 - iii. 6-foot median
- B. Section B, a 3-lane divided street section with:
 - i. 71-foot R.O.W.
 - ii. 15-foot eastbound lane
 - iii. two 12-foot wide westbound lanes
 - iv. 2-foot median
- C. Section C, a sidewalk that is:
 - i. Located on one side of the street
 - ii. Has an alignment diverging from the street, down to and across the bottom of the existing creek channel
 - iii. 12-foot wide

City of Sachse Requirements

- A. The City of Sachse standard 4-lane divided street section has:
 - i. Minimum 80-foot R.O.W.
 - ii. Four 12-foot lanes (2-25' wide sections)
 - iii. Min. 17' median for protected left turns
- B. The City of Sachse standard perimeter street has:
 - i. Minimum 60-foot R.O.W.
 - ii. Four 11-foot wide lanes (1 - 45' wide section)
 - iii. No median
- C. The City of Sachse standard for sidewalks are:
 - i. Located on both sides of the street
 - ii. Along the street curb or 1' from the prop. line
 - iii. 5-foot wide (along the property line), or 6-foot wide (along the back of curb)

Requested Street Alignment



Subdivision Ordinance – Intent and Purpose

Section 8-3 Intent and Purpose.

A. *Intent.* In the interpretation and application of the provisions of these regulations, it is the intention of the City Council that the principles, standards and requirements provided for herein shall be minimum requirements for the platting and developing of subdivisions in the City of Sachse and, where other ordinances of the city are more restrictive in their requirements, such other ordinances shall control.

B. *Purpose.*

- (1) Promote and develop the utilization of land in a manner to assure the best possible community environment in accordance with the adopted plans and regulations of the City of Sachse;
- (2) Guide and assist the developers in the correct procedures to be followed and to inform them of the standards which shall be required;
- (3) Protect the public interest by supervising the location, design, class and type of streets, sidewalks, utilities and essential areas and services required; and
- (4) Protect and promote the public health, safety and general welfare.

Subdivision Ordinance – Waiver Provisions

Section 8-8 Waivers.

- A. *Authorization.* The City Council *may* authorize a waiver from these regulations when in its opinion undue hardship will result from requiring strict compliance. In granting waiver, the City Council shall prescribe only conditions that it deems necessary or desirable to the public interest and making the findings herein below required. The City Council shall take into account the nature of the proposed use of land involved and existing uses of the land in the vicinity, the number of persons who will reside or work in the proposed Subdivision, and the probable effect of such waiver upon traffic conditions and upon the public health, safety, convenience and welfare in the vicinity...

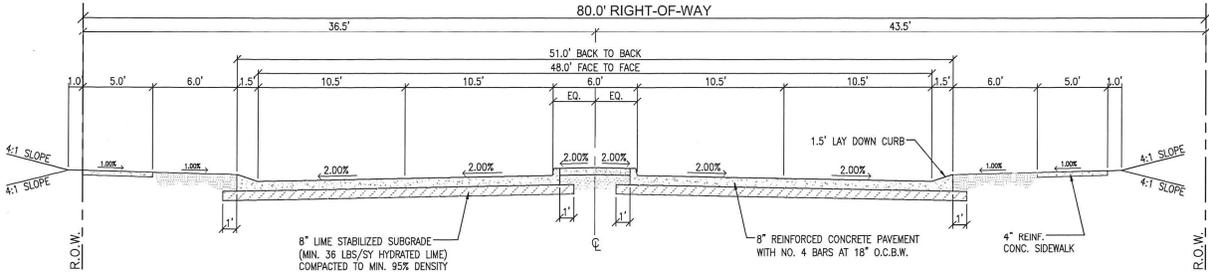
Subdivision Ordinance – Waiver Provisions

Section 8-8 Waivers. (continued)

No waiver will be granted unless the City Council finds:

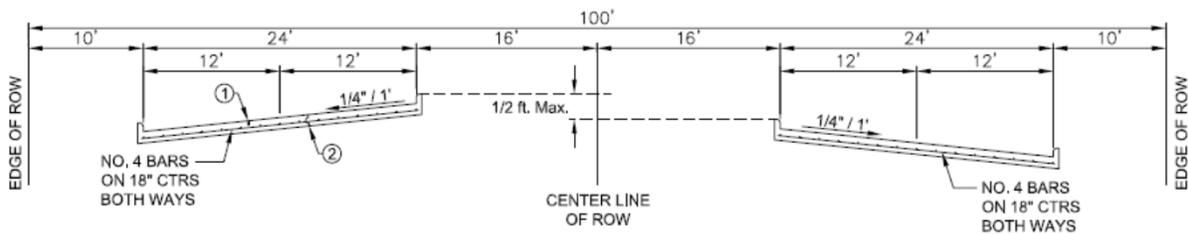
- (1) That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of their land.
- (2) That the waiver is necessary for the preservation and enjoyment of a substantial property right of the applicant, that the granting of the waiver will not be detrimental to the public health, safety or welfare or injurious to other property in the area.
- (3) That the granting of the waiver will not have the effect of preventing the orderly Subdivision of other lands in the area in accordance with the provisions of this chapter. Such finding of the City Council together with the specific facts on which such findings are based shall be incorporated under the official minutes of the City Council meeting at which such waiver is granted. Waivers may be granted only when in harmony with the general purpose and intent of this chapter so that the public health, safety and welfare may be secured and substantial justice done. Pecuniary hardship to the sub-divider, standing alone, shall not be deemed to constitute undue hardship.

Requested Section A



- Proposed 80-foot R.O.W.
- 4-10.5' Lanes
- 6' Median

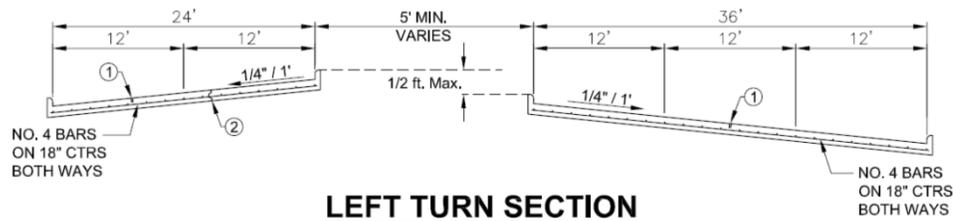
Standard City of Sachse 4-lane Street Section



REGULAR SECTION

- R.O.W. Width: Minimum 80', Maximum 140' (Subdivision Ordinance, 8-16(9)a)
- Section shown in Section 2A, Page 3 of the Standard Construction Details
- 4-12' Lanes

Standard City of Sachse 4-lane Street Section (Continued)



- Minimum 17' median required for protected left turn lane

Waiver Request A - Staff Findings

No waiver will be granted unless the City Council finds:

(1) That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of their land.

Staff finds no special circumstances or conditions presented that would preclude the construction of the City of Sachse standard 4-lane street section for Section A.

(2) That the waiver is necessary for the preservation and enjoyment of a substantial property right of the applicant, that the granting of the waiver will not be detrimental to the public health, safety or welfare or injurious to other property in the area.

Staff finds that the City of Sachse standard 4-lane street section will not be detrimental to the Applicant's preservation and enjoyment of a substantial property right.

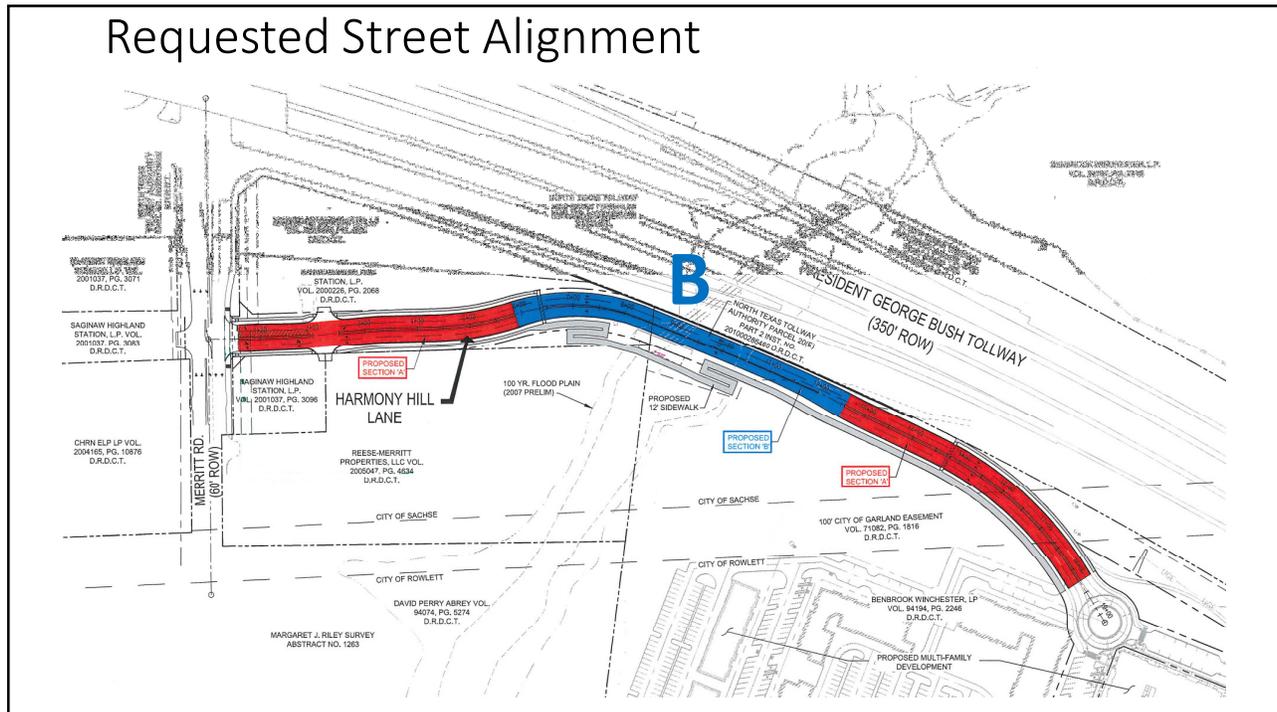
(3) That the granting of the waiver will not have the effect of preventing the orderly Subdivision of other lands in the area in accordance with the provisions of this chapter. Such finding of the City Council together with the specific facts on which such findings are based shall be incorporated under the official minutes of the City Council meeting at which such waiver is granted. Waivers may be granted only when in harmony with the general purpose and intent of this chapter so that the public health, safety and welfare may be secured and substantial justice done. Pecuniary hardship to the sub-divider, standing alone, shall not be deemed to constitute undue hardship.

Staff finds that granting of the waiver would not have the effect of preventing the orderly Subdivision of other lands in the area.

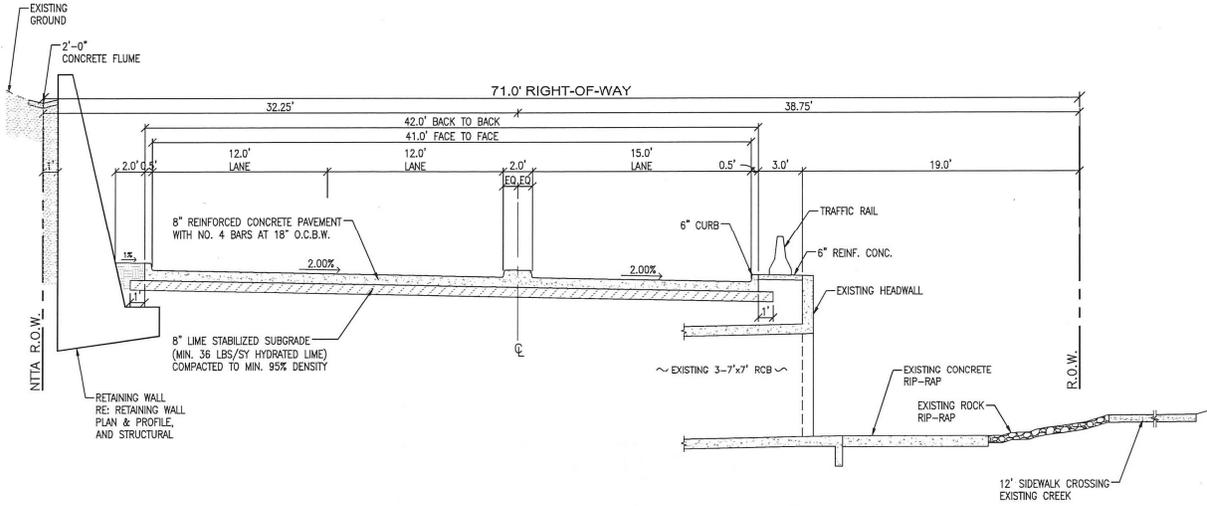
Waiver Request - B

- The Applicant has requested a waiver to allow for the construction of Street Section B:
 - 71-foot wide R.O.W.
 - Three lane divided street
 - One 15-foot traffic lane (eastbound)
 - Two 12-foot traffic lanes (westbound)
 - 2-foot wide median
- The Applicant has submitted the following reasons for the waiver request for Street Section B:
 - Located approximately 900-feet east of Merritt Road
 - Roadway crossing perpendicular to existing creek/culvert system
 - Pinch point created by existing culvert system and NTTA R.O.W.
 - Lack of horizontal distance between culvert system and R.O.W. does not allow for Section A
 - Adjacent land owner not amenable to selling land, granting easement or dedicating additional R.O.W. to widen section
 - Widening of section forces culvert extension, resulting in drainage issue
 - Raises FEMA 100-yr water surface elevation
 - Increases downstream velocities in creek
 - Only available access point to Rowlett multifamily development
 - Two lanes westbound (exit lanes) and one lane eastbound (entrance lane)
 - Lane configuration approved by both Sachse and Rowlett fire departments for fire coverage

Requested Street Alignment



Requested Section B



Standard City of Sachse Street Sections

- The City of Sachse requires the following standard street sections as described in the City of Sachse Subdivision Ordinance 8-16 (9)a, 8-19, and the City of Sachse Standard Construction Details, Section 2A, Page 2.

	4 Lane Divided Street	Perimeter Street
Right-of-way Width	80' Min. – 140' Max.	60' Min.
Pavement Section	2 – 25'	1 – 45'
Traffic Lanes	4 – 12' traffic lanes	4 – 11' traffic lanes
Median	Yes – 17' minimum	No

Waiver Request B – Staff Findings

No waiver will be granted unless the City Council finds:

(1) That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of their land.

Staff finds that the strict application of the provisions of the Subdivision Ordinance would not deprive the Applicant of the reasonable use of their land.

(2) That the waiver is necessary for the preservation and enjoyment of a substantial property right of the applicant, that the granting of the waiver will not be detrimental to the public health, safety or welfare or injurious to other property in the area.

Staff finds that the standard City of Sachse street section for a perimeter street would not be detrimental to the preservation and enjoyment of a substantial property right of the Applicant. The requested Section B sidewalk is specifically addressed in Section C of the waiver request, but is included in Section B. Staff is concerned that constructing the only non-vehicular transportation surface, a sidewalk, at the bottom of a storm drainage channel would not provide for the public health, safety, or welfare at the same standard of care as the City's minimum standard.

Waiver Request B – Staff Findings (Continued)

8-8 Waivers. No waiver will be granted unless the City Council finds:

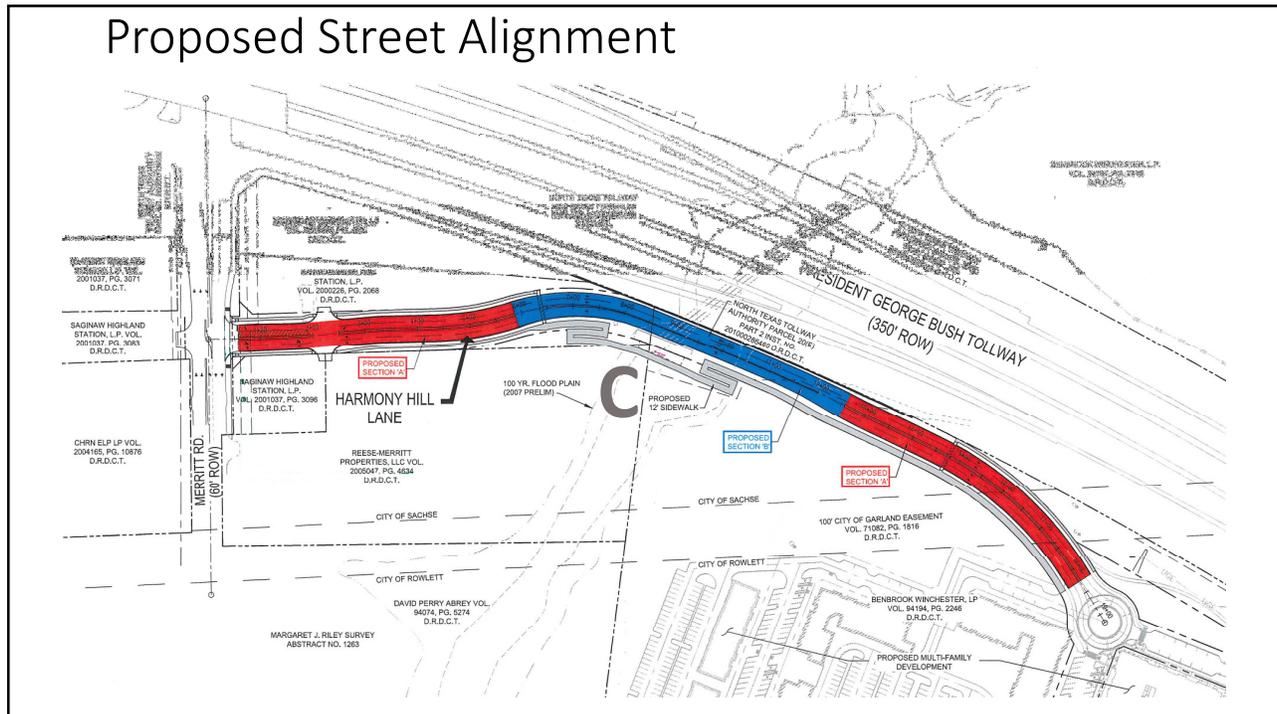
(3) That the granting of the waiver will not have the effect of preventing the orderly Subdivision of other lands in the area in accordance with the provisions of this chapter. Such finding of the City Council together with the specific facts on which such findings are based shall be incorporated under the official minutes of the City Council meeting at which such waiver is granted. Waivers may be granted only when in harmony with the general purpose and intent of this chapter so that the public health, safety and welfare may be secured and substantial justice done. Pecuniary hardship to the sub-divider, standing alone, shall not be deemed to constitute undue hardship.

Staff finds that granting of the waiver would not have the effect of preventing the orderly Subdivision of other lands in the area. The requested Section B sidewalk is specifically addressed in Section C of the waiver request, but is included in Section B. Staff is concerned that constructing the only non-vehicular transportation surface, a sidewalk, at the bottom of a storm drainage channel would not provide for the public health, safety, or welfare at the same standard of care as the City's minimum standard.

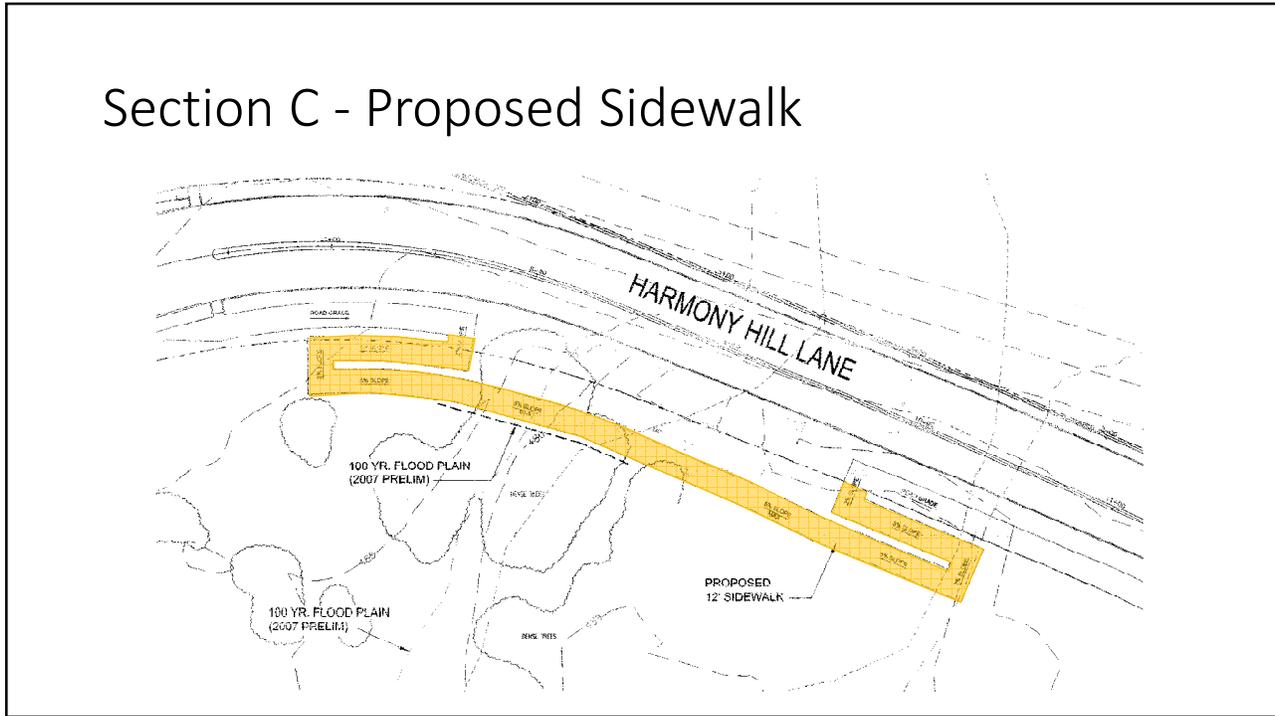
Waiver Request – Section C

- The Applicant has requested a waiver to allow for the construction of a sidewalk with the following configuration:
 - 12-foot wide sidewalk
 - Proposed on the south side of the proposed street (one side only)
 - Proposed alignment diverges from the street, down to and across the bottom of the existing creek channel
- The Applicant has submitted the following reasons for the waiver request for the sidewalk location:
 - Lack of horizontal distance between existing culvert system and NTTA R.O.W. does not allow for sidewalk to be located within Section B
 - Deviate from roadway alignment and provide a low water crossing in creek near the foot of the existing culvert system

Proposed Street Alignment

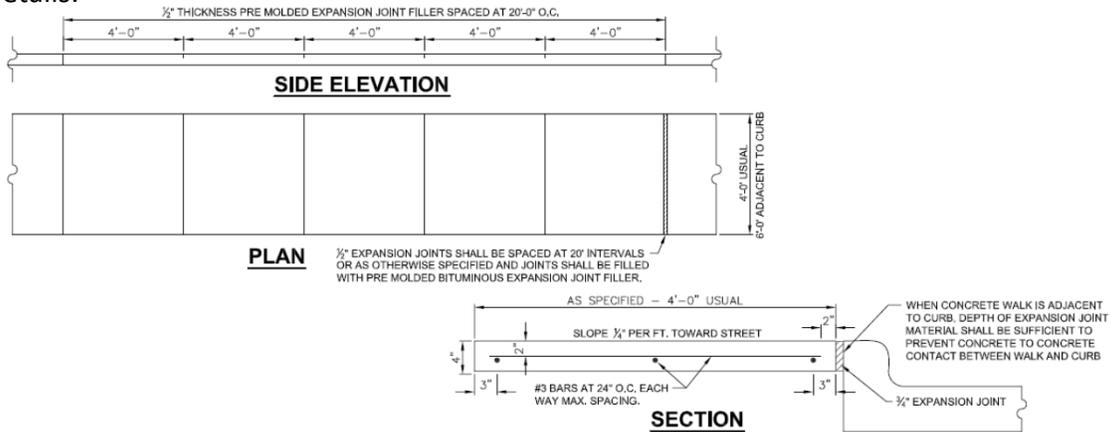


Section C - Proposed Sidewalk



City of Sachse – Standard Sidewalk

- Per Section 2-C, Page 2, note 3:
 - “The minimum residential sidewalk width is 4’, sidewalks along thoroughfares to be a minimum of 5’. Where the sidewalk is adjacent to the back of curb, a 6’ sidewalk width is desirable.”
- Sidewalk Details from Section 2-C, Page 3 of the City of Sachse Standard Construction Details:



Waiver Request C – Staff Findings

No waiver will be granted unless the City Council finds:

(1) That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of their land.

Staff finds that the strict application of the provisions of the Subdivision Ordinance would not deprive the applicant of the reasonable use of their land.

(2) That the waiver is necessary for the preservation and enjoyment of a substantial property right of the applicant, that the granting of the waiver will not be detrimental to the public health, safety or welfare or injurious to other property in the area.

Staff finds that the standard City of Sachse sidewalk would not be detrimental to the preservation and enjoyment of a substantial property right of the Applicant. Staff is concerned that constructing the only non-vehicular transportation surface, a sidewalk, at the bottom of a storm drainage channel would not provide for the public health, safety, or welfare at the same standard of care as the City's minimum standard.

Waiver Request C – Staff Findings (Continued)

8-8 Waivers. No waiver will be granted unless the City Council finds:

(3) That the granting of the waiver will not have the effect of preventing the orderly Subdivision of other lands in the area in accordance with the provisions of this chapter. Such finding of the City Council together with the specific facts on which such findings are based shall be incorporated under the official minutes of the City Council meeting at which such waiver is granted. Waivers may be granted only when in harmony with the general purpose and intent of this chapter so that the public health, safety and welfare may be secured and substantial justice done. Pecuniary hardship to the sub-divider, standing alone, shall not be deemed to constitute undue hardship.

Staff finds that granting of the waiver would not have the effect of preventing the orderly Subdivision of other lands in the area. Staff is concerned that constructing the only non-vehicular transportation surface, a sidewalk, at the bottom of a storm drainage channel would not provide for the public health, safety, or welfare at the same standard of care as the City's minimum standard.

Staff Recommendations

Section A

Staff recommends denial of the request for a waiver to the Subdivision Ordinance of the City of Sachse for the proposed design and construction of requested street Section A.

Section B

Staff recommends denial of the request for a waiver to the Subdivision Ordinance of the City of Sachse for the proposed design and construction of requested street Section B.

Section C

Staff recommends denial of the request for a waiver to the Subdivision Ordinance of the City of Sachse for the proposed design and construction of requested sidewalk Section C.



Legislation Details (With Text)

File #: 14-2232 **Version:** 1 **Name:** CDBG submittal for 2014-2015
Type: Agenda Item **Status:** Agenda Ready
File created: 5/14/2014 **In control:** City Council
On agenda: 5/19/2014 **Final action:**

Title: Consider a resolution of the City Council of the City of Sachse, Texas, authorizing the submission of an application to Dallas County for funding under the Fiscal Year 2014-2015 Community Development Block Grant program for specified projects(s); authorizing the Mayor to execute implementation agreements with Dallas County for the CDBG projects; designating a representative for all matters related to the project; and providing for an effective date.

Executive Summary

Dallas County distributes federal funding from the Department of Housing and Urban Development (HUD) through its Community Development Block Grant (CDBG) program for use in areas of low to moderate income households for public infrastructure improvements. City Staff received notice of \$57,763.00 in available funding on April 18, 2014. Since the funding notice from HUD to Dallas County was delayed the schedule has been greatly accelerated the Commissioners Court has authorized Dallas County to streamline the process. Therefore, a public hearing is not required prior to City submittal of funding proposals to the County. Project submittal must be delivered to Dallas County by May 23, 2014.

Sponsors:

Indexes:

Code sections:

Attachments: [51SACHSE Resolution Re Dallas County Community Development Block Grant Programs66083.pdf](#)
[2014 CDBG Target Areas Map.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, authorizing the submission of an application to Dallas County for funding under the Fiscal Year 2014-2015 Community Development Block Grant program for specified projects(s); authorizing the Mayor to execute implementation agreements with Dallas County for the CDBG projects; designating a representative for all matters related to the project; and providing for an effective date.

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proposals to the County. Project submittal must be delivered to Dallas County by May 23, 2014.

Background

Each year the City of Sachse is eligible to receive Community Development Block Grant (CDBG) funds for implementation of projects that benefit low/moderate-income residents. The last several years of funding have been used on waterline, sanitary sewer line, and roadway projects. In FY 2014-2015 the funding will be used to supplement roadway reconstruction costs in the 6th St., Billingsley St. area.

Policy Considerations

Being a Federal funding distribution program, the Community Development Block Grant (CDBG) program administered by Dallas County, does have some requirements and qualifications that the recipient must meet. The funds must benefit the low/moderate-income residents. Income is verified by a door-to-door survey.

Staff met and discussed potential projects and has identified three candidate projects for CDBG funding. The selected projects are shown in Attachment 2-Project Map:

Budgetary Considerations

Fiscal Year 2014-2015 CDBG funding is set at \$57,763.00. Additional funds that may be required will be absorbed in the 2014-2015 city budget.

Staff Recommendations

Staff recommends the City Council approve a resolution of the City Council of the City of Sachse, Texas, authorizing the submission of an application to Dallas County for funding under the Fiscal Year 2014-2015 Community Development Block Grant program for specified project(s); authorizing the Mayor to execute implementation agreements with Dallas County for the CDBG projects; designating a representative for all matters related to the project; and providing for an effective date.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO DALLAS COUNTY FOR FUNDING UNDER THE FISCAL YEAR 2014-2015 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR SPECIFIED PROJECT(S); AUTHORIZING THE MAYOR TO EXECUTE IMPLEMENTATION AGREEMENTS WITH DALLAS COUNTY FOR THE CDBG PROJECTS; DESIGNATING A REPRESENTATIVE FOR ALL MATTERS RELATED TO THE PROJECT(S); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dallas County has determined that the City of Sachse is eligible to receive \$57,763.00 in 2014-2015 Community Development Block Grant funding for projects that begin on or after October 1, 2014; and

WHEREAS, Sachse could benefit greatly from Community Development Block Grant funds; and

WHEREAS, it is necessary and in the best interest of the City of Sachse to apply for Community Development Block Grant funds through Dallas County.

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

SECTION 1. That the City Manager is hereby authorized to execute all necessary project application materials for the CDBG specified projects for funding under the 2014-2015 Community Development Block Grant Program. Specified project(s) are as follows

SECTION 2. The City Manager, or his designee, shall act as the City's authorized representative in all matters related to the application and provide assurances that all requirements of the Community Development Block Grant Program are observed.

SECTION 3. The Mayor shall execute Implementation Agreements with Dallas County for the aforementioned CDBG projects.

SECTION 4. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the 19th day of May, 2014.

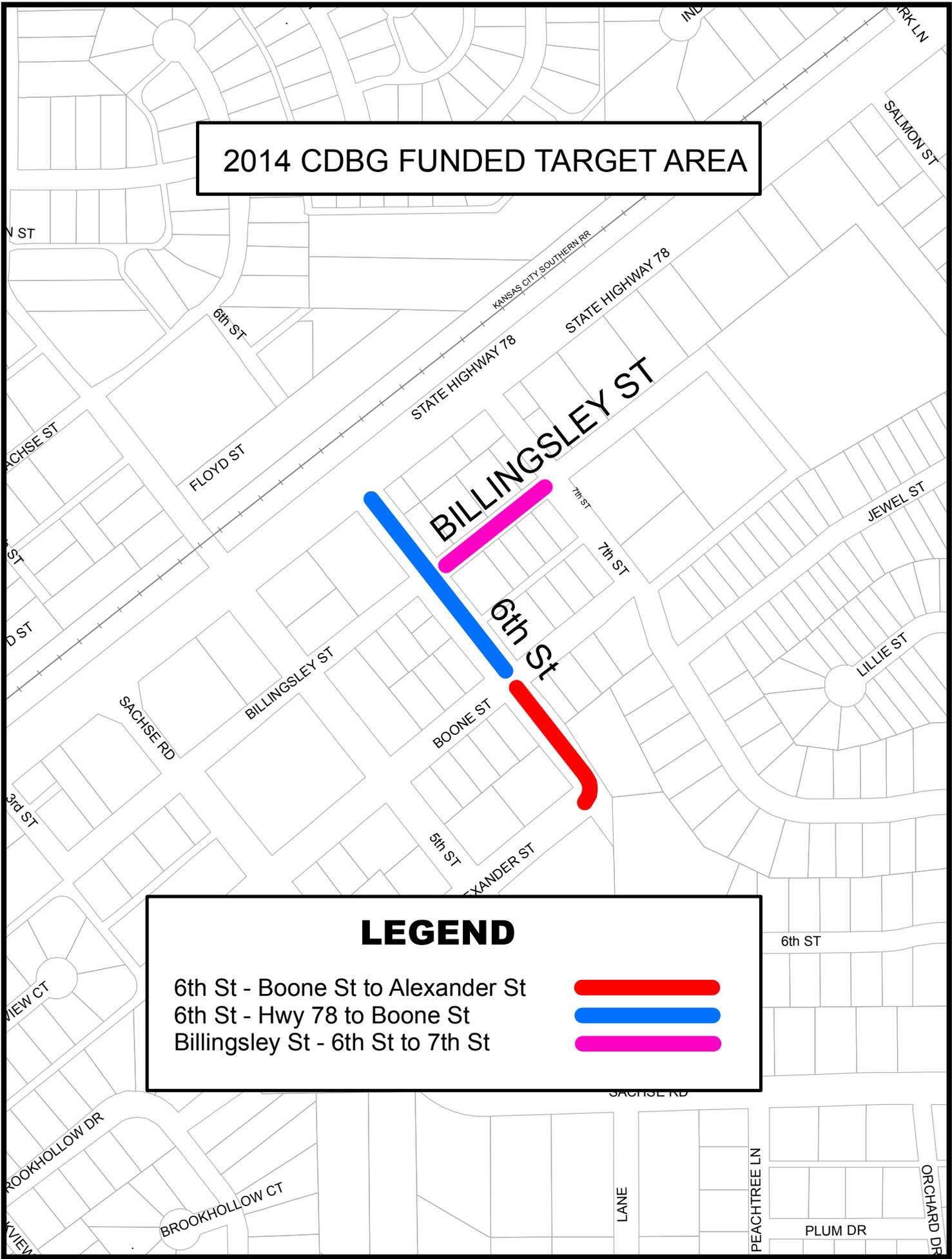
CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

2014 CDBG FUNDED TARGET AREA



LEGEND

- 6th St - Boone St to Alexander St
- 6th St - Hwy 78 to Boone St
- Billingsley St - 6th St to 7th St





Legislation Details (With Text)

File #: 14-2234 **Version:** 1 **Name:** 2013 City Manger 6 month review
Type: Agenda Item **Status:** Agenda Ready
File created: 5/15/2014 **In control:** City Council
On agenda: 5/19/2014 **Final action:**

Title: Conduct Executive Session pursuant to the provisions of the Texas Government Code Section 551.074:

To conduct a semi-annual evaluation of the City Manager.

Consider any action necessary as a result of Executive Session regarding the semi-annual evaluation of the City Manager.

Executive Summary

A closed session, as provided by state law, for the City Manager's semi-annual evaluation.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

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To conduct a semi-annual evaluation of the City Manager.

Consider any action necessary as a result of Executive Session regarding the semi-annual evaluation of the City Manager.

Executive Summary

A closed session, as provided by state law, for the City Manager's semi-annual evaluation.

Background

The City Council evaluates the City Manger periodically.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Council conduct executive session as appropriate.