



Sachse, Texas

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

Meeting Agenda City Council

Monday, July 21, 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, July 21, 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.

[14-2317](#) Consider approval of the minutes of the July 7, 2014, regular meeting.

Executive Summary

Minutes from the recent Council meeting.

Attachments: [Minutes. 07.07.14.pdf](#)

[14-2318](#) Consider acceptance of the resignation of Stephen Klash from the Board of Adjustments.

Executive Summary

Mr. Stephen Klash has resigned his seat on the Board of Adjustments.

Attachments: [S.Klash Resignation.pdf](#)

[14-2316](#) Consider a Resolution of the City Council of the City of Sachse,

approving purchase orders in the amount not to exceed thirty two thousand dollars (\$32,000.00) to GT Construction, Incorporated for concrete sidewalk and parking improvements at Firefighters Park; and providing an effective date, as a Consent Agenda Item.

Executive Summary

The City Council of the City of Sachse previously approved Ordinance No. 3571, amending the Fiscal Year 2013-2014 Budget to provide funding for park improvements at Firefighters Park. Included in the park improvements are sidewalk and parking lot improvements.

Attachments: [Ordinance 3571 PDF](#)
[Preliminary Park Layout PDF](#)
[Park Paving Plan PDF](#)
[Wylie Purchasing Agreement - Bid Information PDF](#)
[51SACHSE Resolution Approving Purchase Orders with GTConstruction Re Fir](#)
[FIREFIGHTERS PARK PAVING PRESENTATION PDF](#)

[14-2326](#)

Consider a resolution of the City Council of the City of Sachse, Texas approving the Agreement of Cooperation with Dallas County for the administration of the CDBG and HOME programs for fiscal years 2015, 2016 and 2017; authorizing its execution by the Mayor; and providing an effective date; as a Consent Agenda Item.

Executive Summary

This item continues the City's participation in the Community Development Block Grant/HOME Program administered through Dallas County.

Attachments: [CDBG Notification Letter.pdf](#)
[CDBG Agreement.pdf](#)
[CDBG Resolution.pdf](#)

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

[14-2327](#)

Recognize employees for their service to the City of Sachse.

Executive Summary

Each quarter the City Council recognizes employee milestones.

[14-2319](#)

Recognition of service to the for City for Mr. Stephen Klash.

Executive Summary

Mr. Klash has resigned his seat on the Zoning Board of

Adjustments, and this item is to recognize his service to the City.

Attachments: [S.Klash Recognition.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.

[14-2290](#)

Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending the Zoning Ordinance and Schedule I Permitted Uses Parking Requirements for Retail Sales / Personal Service Use, as heretofore amended; to grant a change of zoning from a General Commercial (C-2) District to a Planned Development District on an approximately 6.47-acre tract of land, more particularly described in Exhibit "A" and located on the northeast corner of Murphy Road and Blackburn, 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".

Executive Summary

The property owner is requesting a modification to the existing Schedule I. Permitted Uses Parking Requirements for Retail Sales / Personal Service Use in order to permit a reduction in required parking from 1 parking space per 200 square feet (sf) in gross floor area (gfa) to 1 parking space per 250 square feet in gross floor area. All other zoning regulations associated with the existing General Commercial (C-2) zoning district with conditions (Attachment 5) would remain in place as the C-2 district would serve as the base zoning district.

Attachments: [CD - PARKING PD WALMART CC - PRESENTATION.pdf](#)
[CD - PARKING PD WALMART CC - ATTACHMENT 1.pdf](#)
[CD - PARKING PD WALMART CC - ATTACHMENT 2.pdf](#)
[CD - PARKING PD WALMART CC - ATTACHMENT 3.pdf](#)
[CD - PARKING PD WALMART CC - ATTACHMENT 4.pdf](#)
[CD - PARKING PD WALMART CC - ATTACHMENT 5.pdf](#)
[CD - PARKING PD WALMART CC - ATTACHMENT 6.pdf](#)
[CD - PARKING PD WALMART CC - ATTACHMENT 7.pdf](#)
[CD - PARKING PD WALMART CC - DRAFT ORD.pdf](#)
[CD - PARKING PD WALMART CC - DRAFT ORD EXHIBIT A.pdf](#)
[CD - PARKING PD WALMART CC - DRAFT ORD EXHIBIT B.pdf](#)
[CD - PARKING PD WALMART CC - DRAFT ORD EXHIBIT C.pdf](#)
[CD - PARKING PD WALMART CC - DRAFT ORD EXHIBIT D.pdf](#)

[14-2328](#)

Public Safety Lock Box program presentation to Council.

Executive Summary

The Sachse Police and Fire Departments have jointly developed "Public Safety Lock Box" program designed to benefit the older and special needs members of our city.

..Background

Public Safety Staff have identified the need to gain entry to the homes of elderly and special needs citizens during times of emergency.

Attachments: [Sachse Public Safety Lock Box Program.pdf](#)

[14-2323](#)

Discuss and provide input regarding water and sanitary sewer rate options.

Executive Summary

The purpose of this agenda item is to get input from the City Council prior to finalizing the Water and Wastewater Rate Study and presenting a new rate and billing ordinance for approval. The initial findings and alternatives were presented to City Council at the meeting on June 16th, and additional information on Capital Improvements and repair and rehabilitation funding included in those alternatives was presented on July 7th. During the same period, preliminary budget projections have been presented which show the current rate structure is not capable of sustaining the fund through the upcoming fiscal year.

Attachments: [6-16 Presentation Rate Study.pdf](#)
[Water Sewer Rate CIP Presentation.pdf](#)
[7 21 Water Sewer Rate Study Presentation.pdf](#)

[14-2320](#) Hear and discuss the update to the Five Year Capital Improvement Plan (CIP).

Executive Summary

Each year during the budget process, the Capital Improvement Plan (CIP) is updated and adopted by the City Council along with the City's operating budget. This item is to discuss the update to the 5-year CIP.

Attachments: [5-Year CIP Project List PDF](#)
[Presentation 2014-2015 CIP Update PDF](#)

[14-2321](#) A resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an Ambulance support (BLS and ALS) services agreement, by and between the City of Sachse, Texas, and Careflite for Careflite to provide Ambulance support services; and providing for an effective date.

Executive Summary

This is a contract between the City of Sachse Fire Rescue Department and Careflite to provide Medical Control, (on and off line medical orders, continuing education and records management). This contract is required by the Texas Department of State Health Services and must be current to operated an ambulance service in the City of Sachse.

Attachments: [Medical Control Res.pdf](#)
[Medical Control Agreement.pdf](#)
[Medical Control Presentation.pdf](#)

[14-2313](#) Consider a resolution of the City Council of the City of Sachse, Texas, awarding the bid for the construction of a high service water pump at the Sachse water pump station as a capital improvement project to Red River Construction Company; authorizing the City Manager to execute such agreement in a form approved by the City Attorney.

Executive Summary

The City of Sachse has a water system improvement project at the existing water pump station located on Sachse Road, near the Public Works facility. The Sachse Engineering Department put together the project manual and bid documents. Bids were opened

on July 10, 2014. This item is to award the bid to the lowest responsible bidder, which is Red River Construction Company, in the amount not to exceed \$149,900.00.

Attachments: [BID TABULATION - HIGH SERVICE WATER PUMP PDF](#)
[Resolution for Award of High Service Water Pump PDF](#)
[HIGH SERVICE WATER PUMP PRESENTATION PDF](#)

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, 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: July 18 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 #: 14-2317 **Version:** 1 **Name:** Consider approval of the minutes of the July 7, 2014, regular meeting.

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

File created: 7/14/2014 **In control:** City Council

On agenda: 7/21/2014 **Final action:**

Title: Consider approval of the minutes of the July 7, 2014, regular meeting.

Executive Summary
Minutes from the recent Council meeting.

Sponsors:

Indexes:

Code sections:

Attachments: [Miniutes. 07.07.14.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider approval of the minutes of the July 7, 2014, regular meeting.

Executive Summary

Minutes from the recent Council meeting.

Background

Minutes from a recent Council meeting on July 7, 2014, for review and approval.

Policy Considerations

Not applicable.

Budgetary Considerations

Not applicable.

Staff Recommendations

Approval of the minutes of the July 7, 2014, regular meeting, as a Consent Agenda Item.

REGULAR MEETING
OF THE
CITY COUNCIL OF THE CITY OF SACHSE

JULY 7, 2014

The City Council of the City of Sachse held a Regular Meeting on Monday, July 7, 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 Jeff Bickerstaff
Councilman Charles Ross
Councilman Brett Franks
Councilman Paul Watkins
Councilman Cullen King
Councilman Bill Adams

and all were present.

Staff present: City Manager Billy George, City Secretary Terry Smith, Administrative Assistant Cathy Cade, 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 King and the pledges were led by Councilman Ross.

1. Consent Agenda:

Councilman Adams moved to approve the Consent Agenda consisting of: 14-2286 Consider approval of the minutes of the June 16, 2014, Regular Meeting as corrected; and 14-2296 Consider receiving the Monthly Revenue and Expense Report for the period ending May 31, 2014. The motion was seconded by Councilman Ross and passed unanimously.

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

14-2294 Staff Briefing: Sachse Parks and Recreation Department.

Councilman King stated a couple of weeks ago there was a volunteer reception at the Sachse Historical Society museum. There is an effort underway to revitalize the museum and will be a future public event.

Mayor Pro Tem Bickerstaff stated the Library set a record with 11,000 check outs last month. Thursday at 11:00 a.m. is the Puppeteer program. Tomorrow he will present a Weather for Teens program at 2:00 p.m.

Mayor Felix noted the upcoming events: July 12th from 10:00 a.m. until 3:00 p.m. is the Wal-Mart pre-grand opening parking lot event; July 16th at 8:00 a.m. is the Wal-Mart Supercenter Grand Opening; and July 26th from 6:00 p.m. until 11:30 p.m. is the Cars under the Stars, Chamber event at the Kroger parking lot.

Mayor Felix thanked the Parks Department, the participants, and the volunteers on the July 3rd Red, White and Blue Blast. It was a great success.

3. Citizen Input:

Corrine Smith 4008 Blossom Drive, submitted a proposed resolution for Council consideration regarding the Texas Border crisis of thousands of illegal immigrant children crossing into Texas.

Heather Calvert 6714 Woodcrest, stated she received 2 citations regarding her dog which she asked be waived. She stated she was treated unfairly by the Police and Animal Control staff.

4. Regular Agenda Items:

14-2288 Administer Oath of Office to Chance Lindsey on the Planning and Zoning Commission:
Mayor Felix administered the Oath of Office.

14-2293 Discuss and provide input regarding water and sanitary sewer rate options:
Following staff presentation and discussion, no formal Council action was taken.

14-2303 Discuss the funding of the President George Bush Turnpike Phase 1 Sanitary Sewer project and the necessary actions required by the Sachse Economic Development Corporation and the Sachse Tax Increment Financing Reinvestment Zone No. 1.
Following staff presentation and discussion, no formal Council action was taken.

14-2289 Conduct Executive Session pursuant to the provisions of the Texas To conduct the semi-annual evaluation of the City Secretary. Consider any action necessary as a result of Executive Session:

At 8:53 p.m. Councilman Ross moved to recess to executive session. The motion was seconded by Mayor Pro Tem Bickerstaff and carried unanimously.

At 9:47 p.m. Councilman King moved to return to open session. The motion was seconded by Councilman Ross and carried unanimously.

Mayor Felix stated no action was being taken as a result of executive session.

5. Adjournment:

There being no further business, Councilman Adams moved to adjourn. The motion was seconded by Councilman Ross and carried unanimously. The meeting adjourned at 9:49 p.m.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR



Legislation Details (With Text)

File #: 14-2318 **Version:** 1 **Name:** Consider acceptance of the resignation of Stephen Klash from the Board of Adjustments.

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

File created: 7/14/2014 **In control:** City Council

On agenda: 7/21/2014 **Final action:**

Title: Consider acceptance of the resignation of Stephen Klash from the Board of Adjustments.

Executive Summary
Mr. Stephen Klash has resigned his seat on the Board of Adjustments.

Sponsors:

Indexes:

Code sections:

Attachments: [S.Klash Resignation.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider acceptance of the resignation of Stephen Klash from the Board of Adjustments.

Executive Summary

Mr. Stephen Klash has resigned his seat on the Board of Adjustments.

Background

Mr. Stephen Klash has resigned his seat on the Board of Adjustments, because he is moving out of state.

Policy Considerations

None

Budgetary Considerations

None

Staff Recommendations

Staff recommends the City Council accept the resignation of Stephen Klash from the Board of Adjustments, as a consent agenda item.

Terry Smith

Subject:

FW: Leaving State

Mr.. Terry Smith,

I , Stephen J. Klash, herby notify you that I am resigning my seat on the town of Sachse's Board of Adjustments as of July 24th, 2014. It was a pleasure serving.

Stephen J. Klash, MS DABR



Legislation Details (With Text)

File #: 14-2316 **Version:** 1 **Name:** Resolution for Collin County Purchasing Cooperative - Firefighters Park - Sidewalk and Parking Lot Improvements

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

File created: 7/14/2014 **In control:** City Council

On agenda: 7/21/2014 **Final action:**

Title: Consider a Resolution of the City Council of the City of Sachse, approving purchase orders in the amount not to exceed thirty two thousand dollars (\$32,000.00) to GT Construction, Incorporated for concrete sidewalk and parking improvements at Firefighters Park; and providing an effective date, as a Consent Agenda Item.

Executive Summary

The City Council of the City of Sachse previously approved Ordinance No. 3571, amending the Fiscal Year 2013-2014 Budget to provide funding for park improvements at Firefighters Park. Included in the park improvements are sidewalk and parking lot improvements.

Sponsors:

Indexes:

Code sections:

- Attachments:** [Ordinance 3571 PDF](#)
[Preliminary Park Layout PDF](#)
[Park Paving Plan PDF](#)
[Wylie Purchasing Agreement - Bid Information PDF](#)
[51SACHSE Resolution Approving Purchase Orders with GTConstruction Re Firefighter's Park FIREFIGHTERS PARK PAVING PRESENTATION PDF](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a Resolution of the City Council of the City of Sachse, approving purchase orders in the amount not to exceed thirty two thousand dollars (\$32,000.00) to GT Construction, Incorporated for concrete sidewalk and parking improvements at Firefighters Park; and providing an effective date, as a Consent Agenda Item.

Executive Summary

The City Council of the City of Sachse previously approved Ordinance No. 3571, amending the Fiscal Year 2013-2014 Budget to provide funding for park improvements at Firefighters Park. Included in the park improvements are sidewalk and parking lot improvements.

Background

Firefighters Park is located on Fifth Street, just off of HWY 78. The City acquired this land when the the road was expanded in 2010. The City Council previously allocated funding for the project via City Ordinance No. 3571 (Attachment 1), which amended the Fiscal Year 2013 --2014 Budget to provide funding for park improvements at Firefighters Park. The sidewalk

and parking lot paving was included in Phase I of the plan approved by City Council.

Staff is now seeking approval of the funding method to construct the paving improvements at the park.

The preliminary layout of the park is included as Attachment 2. The paving plan for the park is included as Attachment 3.

Collin County has a purchasing cooperative, which allows participating cities, towns, school districts, colleges, and other public entities to utilize price agreements of other participants in the program. The City of Sachse is a participant in the program, and has utilized this cooperative in the past to purchase police vehicles.

The City of Wylie is also a participant in the program. Wylie publicly bid a price agreement contract for concrete in March, 2014 (Attachment 4). As a result of the bid process, Wylie initiated an annual price agreement with three contractors. The agreement has an initial 1-year term, with the option for four additional 1-year terms. GT Construction, Incorporated, was one of the three contractors included in the Wylie price agreement.

Staff is seeking the approval of the City Council of the City of Sachse to utilize the Wylie price agreement to establish purchase orders for GT Construction, Incorporated, to complete the paving improvements for the sidewalk and the parking lot at Firefighters Park. The construction would be done based upon the approved unit prices for concrete identified in the Wylie price agreement. The contractor would be paid based upon the quantities of concrete installed, and not on a lump sum basis.

Policy Considerations

Park improvements would enhance the experience of citizens and others who visit the parks.

Budgetary Considerations

The funding, as identified in Ordinance 3571, is from the Park Development Fund. The sidewalk and parking lot were included in Phase I of the project.

Staff Recommendations

Staff recommends the approval of a Resolution of the City Council of the City of Sachse, approving purchase orders in the amount not to exceed thirty two thousand dollars (\$32,000.00) to GT Construction, Incorporated for concrete sidewalk and parking improvements at Firefighters Park; and providing an effective date, as a Consent Agenda Item.

ORDINANCE NO. 3571

AN ORDINANCE OF THE CITY COUNCIL OF SACHSE, TEXAS ("CITY"), AUTHORIZING CERTAIN BUDGET AMENDMENTS PERTAINING TO THE FISCAL YEAR 2013-2014 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a budget amendment has been prepared for certain appropriations and expenditures in the 2013-2014 Budget and submitted to the City council for approval and a true and correct copy is attached as Exhibit A

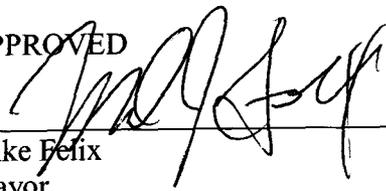
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS

SECTION 1. Pursuant to the City Charter requirements of the City of Sachse, Texas, in the year 2013-2014, a Budget Amendment attached as Exhibit A is hereby authorized and approved

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

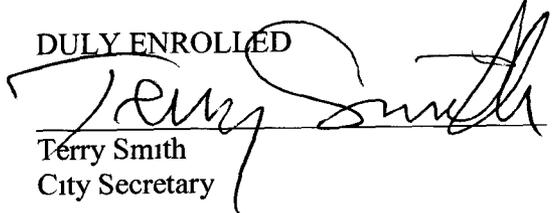
PASSED AND APPROVED by the City Council of the City of Sachse, Texas this the 17 day of MARCH, 2014.

APPROVED



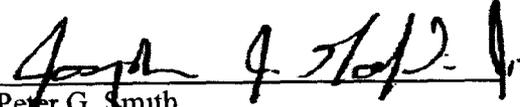
Mike Felix
Mayor

DULY ENROLLED



Terry Smith
City Secretary

APPROVED AS TO FORM.



Peter G. Smith
City Attorney

EXHIBIT A

Special Revenue Fund:

Revenue.

05-000-44000	Park Development Fees		\$268,200.00
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Expenditures.

05-015-54470	Park Improvements	Parks	\$ 26,500.00
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05-015-55050	Transfer Out-Capital Projects	Parks	\$155,000 00
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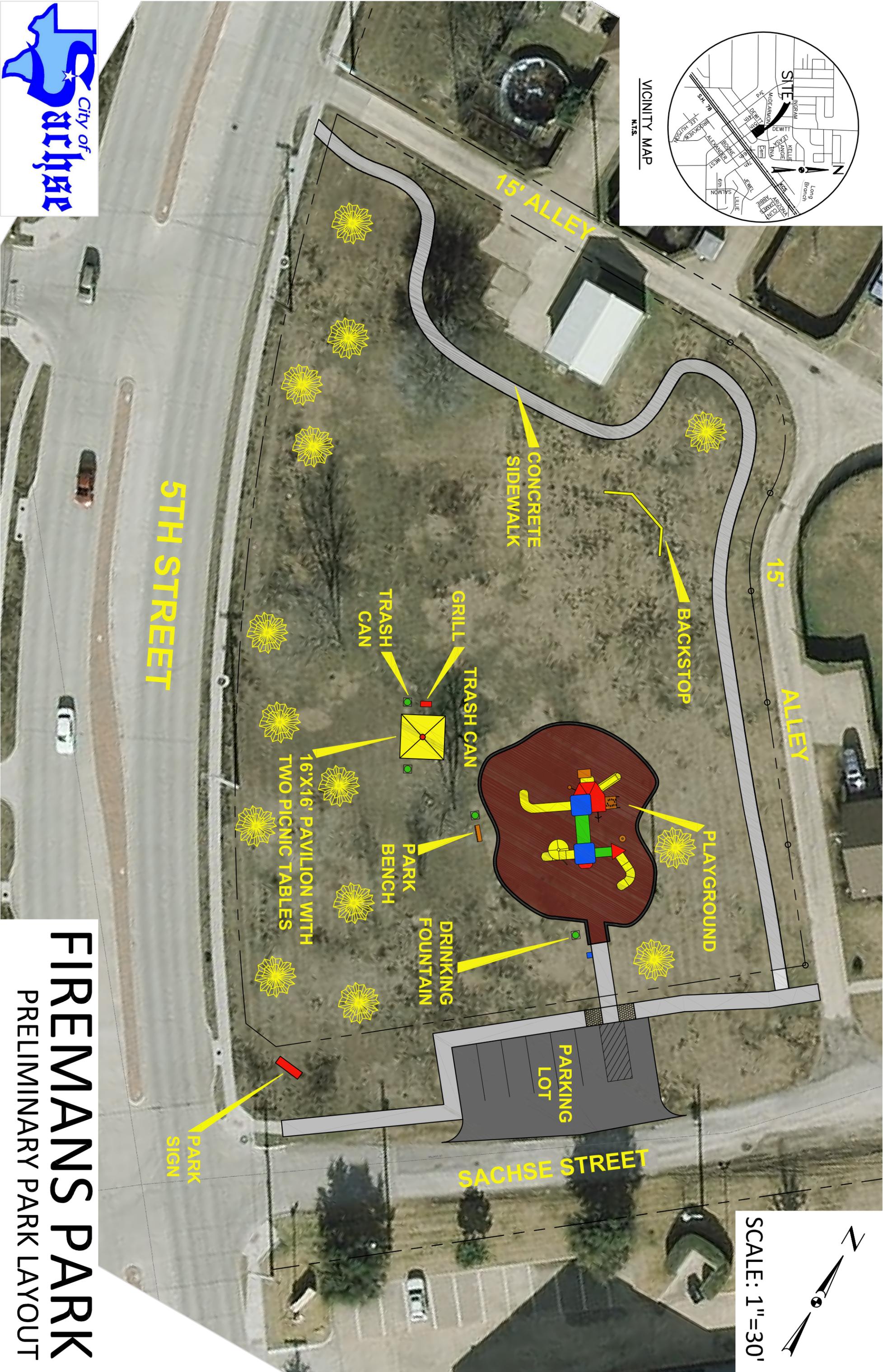
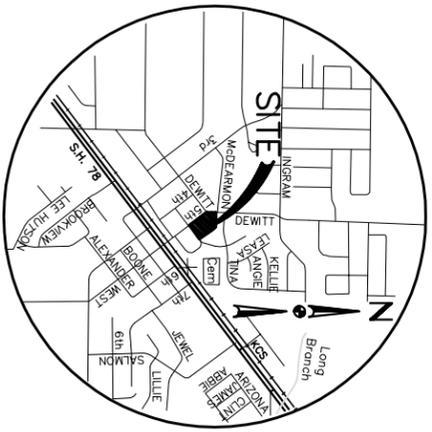
Capital Project Fund:

Revenue:

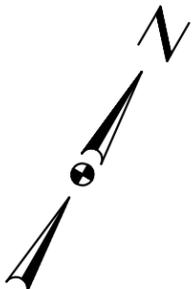
04-000-48080	Transfer In-Special Revenue		\$155,000.00
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Expenditures:

04-030-54065	Firefighter's Park	Capital	\$155,000.00
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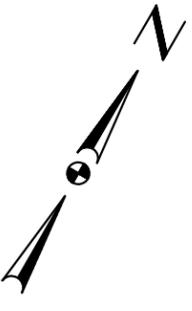
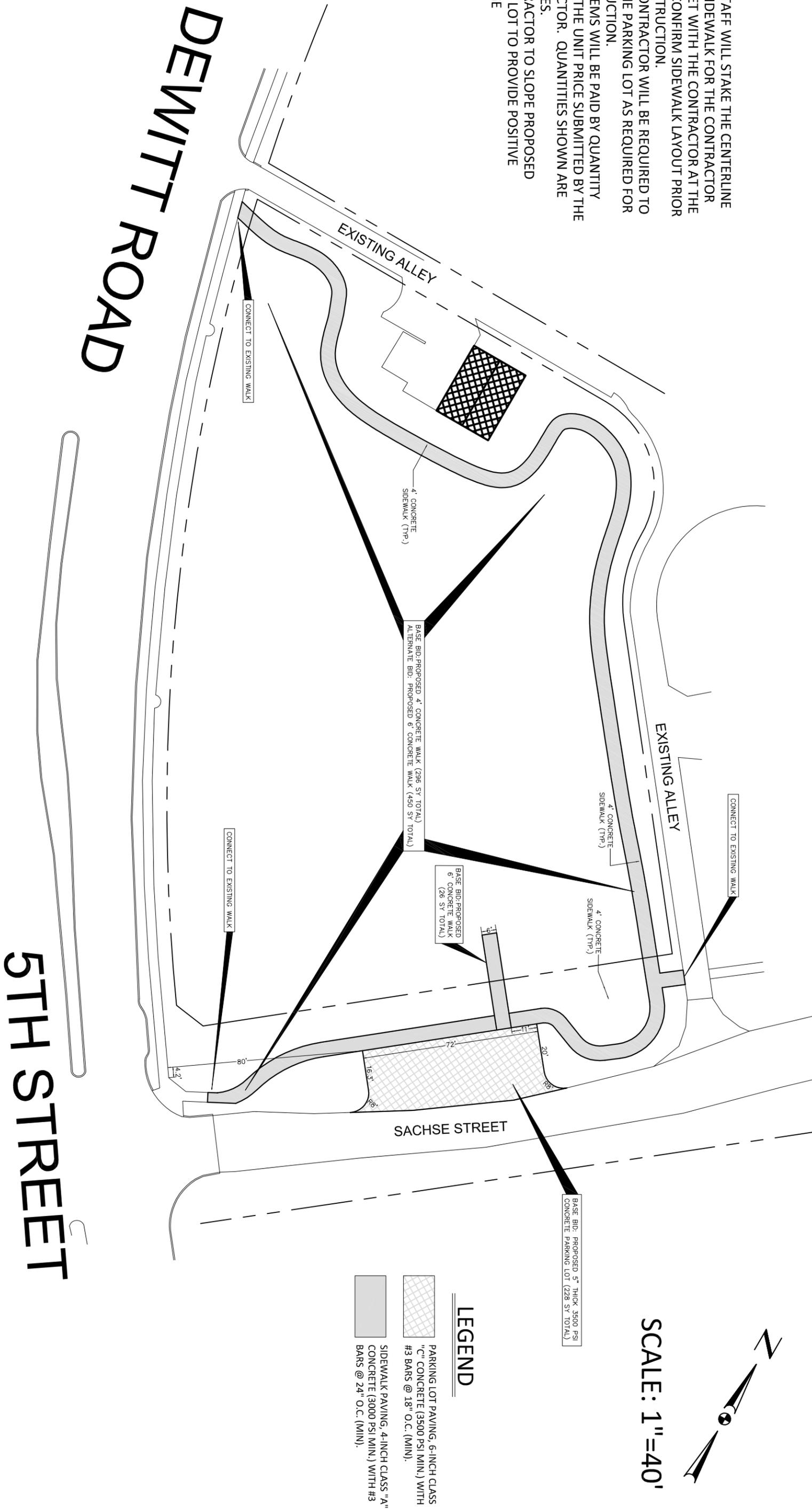
SCALE: 1"=30'



FIREMANS PARK

PRELIMINARY PARK LAYOUT

- NOTES:
1. CITY STAFF WILL STAKE THE CENTERLINE OF THE SIDEWALK FOR THE CONTRACTOR AND MEET WITH THE CONTRACTOR AT THE SITE TO CONFIRM SIDEWALK LAYOUT PRIOR TO CONSTRUCTION.
 2. THE CONTRACTOR WILL BE REQUIRED TO STAKE THE PARKING LOT AS REQUIRED FOR CONSTRUCTION.
 2. BID ITEMS WILL BE PAID BY QUANTITY USED AT THE UNIT PRICE SUBMITTED BY THE CONTRACTOR. QUANTITIES SHOWN ARE ESTIMATES.
 3. CONTRACTOR TO SLOPE PROPOSED PARKING LOT TO PROVIDE POSITIVE DRAINAGE



SCALE: 1"=40'

LEGEND

-  PARKING LOT PAVING, 6-INCH CLASS "C" CONCRETE (3500 PSI MIN.) WITH #3 BARS @ 18" O.C. (MIN).
-  SIDEWALK PAVING, 4-INCH CLASS "A" CONCRETE (3000 PSI MIN.) WITH #3 BARS @ 24" O.C. (MIN).



PRELIMINARY

PREPARED BY:
 GREGORY A. PETERS, P.E.
 TX LICENSE #105115
 FOR PRELIMINARY REVIEW
 ONLY
 NOT FOR CONSTRUCTION

**FIREFIIGHTERS PARK
 PAVING PLAN**



CITY OF WYLIE, TEXAS

**INVITATION FOR SEALED BIDS
BID #W2014-65-A**

**ANNUAL PRICE AGREEMENT CONTRACT
for CONCRETE MAINTENANCE and REPAIR
(VARIOUS LOCATIONS)**

*BIDS ARE DUE TO THE PURCHASING DEPARTMENT
PRIOR TO:*

March 31, 2014 - 3:00 p.m. CDT

LATE BIDS WILL NOT BE ACCEPTED

*BIDS MAY BE SENT VIA DELIVERY SERVICE or U.S. POSTAL SERVICE;
or hand delivered to:*

**GLENNA HAYES C.P.M.,
PURCHASING AGENT
CITY OF WYLIE
300 COUNTRY CLUB ROAD
WYLIE, TEXAS 75098**

glenna.hayes@wylietexas.gov

Time Critical Competitive Sealed Bid Deliveries: The City of Wylie, Texas cannot guarantee, due to internal procedures that any documents sent Priority Mail will be picked up and delivered by the closing date and time. Bidders are encouraged to choose the best delivery method for their situation.

COVER SHEET

INDEX

SECTION I	NOTICE TO BIDDERS	
SECTION II	GENERAL TERMS & CONDITIONS	
SECTION III	SCOPE OF WORK	
SECTION IV	EXHIBITS:	
	CONCRETE WORK ORDER FORM	Sample Form 1
	INSURANCE REQUIREMENTS	Exhibit A
	BID FORM & VENDOR ACKNOWLEDGMENT	Exhibit B
	BIDDERS SUPPLEMENTAL INFORMATION	Exhibit C
	CLIENT WORK HISTORY	Exhibit D
	CONTRACTORS SAFETY RECORD	Exhibit E
	BONDS	Exhibit F – G
	AFFIDAVIT OF NO PROHIBITED INTEREST	Exhibit H
	CONFLICT OF INTEREST QUESTIONNAIRE	Exhibit I

**SECTION I
NOTICE TO BIDDERS
W2014-65-A**

**ANNUAL PRICE AGREEMENT CONTRACT for CONCRETE MAINTENANCE and REPAIR
(VARIOUS LOCATIONS)**

DEFINITIONS:

- The terms “City” or “Owner” as used throughout these documents will mean the City of Wylie, Texas.
- The terms “Contractor” or “Bidder” is used throughout these documents will mean the Contractor submitting a bid.

TERM:

The City intends to award Price Agreements to qualified bidders, and establish an annual agreement with renewals. The agreement will contain a fixed pricing structure with an initial one (1) year term. The City retains the right and option to extend the term of the agreement for four (4) additional, one (1) year periods upon the same terms and conditions. The City also retains the right and option to terminate the agreement upon thirty (30) days written notice.

INVITATION: - Competitive Sealed Bids will be accepted for the following:

Project Title: Bid # W2014-65-A
 ANNUAL PRICE AGREEMENT CONTRACT for CONCRETE MAINTENANCE and REPAIR
 (VARIOUS LOCATIONS)

Project Address: Various locations within the City of Wylie, Texas

DESCRIPTION:

- The City of Wylie is accepting sealed bids for a fixed price, Price Agreement to establish a qualified listing of contractors to furnish all necessary materials, machinery, equipment, fuel, superintendence, insurance and bonds; and for performing all work required for the maintenance and repair of concrete streets, alleys, parking lots, sidewalks, curbs, and gutters. Price agreements are used to establish a qualified contractor listing for items / services that are purchased repetitively over a period of time that cannot be quantified.

The Public Works Department will contact contractors who have been awarded an agreement on an as needed basis to perform general concrete maintenance and/or repair as described in the bid specification. Note: This agreement does not cover “new” construction.

- City’s Estimated Annual Budget: \$275,000* (*may vary from fiscal year to fiscal year and is subject to annual budgetary approval by Council)
- Consideration for Award: The City may consider the following minimum criteria, and may make such investigations as it deems necessary to determine the ability of the bidder to provide satisfactory performance in accordance with the bid specifications:

Price
Bidder's experience and reputation
Quality of the bidder's goods and/or services
Bidder's safety record
Bidder's proposed personnel
Bidder's financial capabilities

PROJECT COMPLETION SCHEDULES:

The completion schedule for each project will be mutually agreed upon in writing by both parties per Sample Form 1 – Concrete Repair Work Order Form.

PRE-BID MEETING: Thursday, March 20, 2014 @ 10:00 am

Bidders are encouraged to attend this non-mandatory pre-bid meeting. Bidders will have an opportunity to ask questions and/or seek clarification regarding any and all aspects of this request for sealed bids. Verbal side discussions at the meeting shall not be considered part of the bid unless confirmed in writing by the City and incorporated into this bid through the addendum(s). Questions asked at the meeting that cannot be adequately answered at that time, may be deferred until issuance of an addendum.

Wylie Municipal Complex – Public Services Conference Room
300 Country Club Road, 3rd Floor
Wylie, TX 75098

QUESTIONS DEADLINE Wednesday, March 26, 2014, @ 12:00 CST

QUESTION WILL NOT BE ANSWERED VIA TELEPHONE OR FAX

All questions must be submitted in writing to the City of Wylie Purchasing Agent, and must include contact person, address and email.

Glenna Hayes C.P.M.
Purchasing Agent, City of Wylie
glenna.hayes@wylietexas.gov

Responses will be published in the form of an addendum. Verbal inquiries will not be accepted, and respondents should refrain from seeking additional information, clarification or other communications from any outside agency or City employee other than the Purchasing Department.

ADDENDUMS:

All interpretations, answers to questions, corrections and/or changes to a bid solicitation, or extensions to the opening date will be made by addendum. Addendums will be published in writing and will be made available via the City of Wylie Purchasing Department web site at <http://www.wylietexas.gov/departments/finance/purchasing.php>.

The bidder is required to acknowledge receipt of addendums on **Exhibit B**.

It is the responsibility of all bidders to check the City's web site for all addendums.

BIDS DUE: One (1) original sealed bid submitted **prior to Monday, March 31, 2014 @ 3:00 pm CT**

All costs associated with the preparation/delivery of the bid, and or any subsequent presentations or request for other documentation, are the sole responsibility of the bidder. Note: Bids will be registered by automatic clock stamp. The City of Wylie Purchasing Department clock stamp is the official clock, and no other time sources will be accepted.

1. Bid Receiving Location:

Wylie Purchasing Department

300 Country Club Road, 1st Floor (Utility Billing Window)

Wylie, TX 75098

972-516-6140

2. Bid Opening Location:

Wylie Municipal Center – Public Services Conference Room

300 Country Club Road, 3rd Floor

Wylie, TX 75098

3. Sealed: All bids must be sealed and the face of the envelope must contain the following information:

Bid No.: W2014-65-A

Name of Project: ANNUAL PRICE AGREEMENT CONTRACT for
CONCRETE MAINTENANCE and REPAIR

Name of Bidder: Contractor Name

4. Bids are valid only if deposited at designated receiving location prior to receiving time.
5. Bids deposited after receiving time by the bidder, a delivery service or any other delivery method will be returned unopened.

TIME SCHEDULE:

Advertising:	March 12 & March 19, 2014
Bid Release	March 12, 2014
Pre-Bid Meeting	Thurs, March 20, 2014 @ 10:00 am CT
Questions Deadline:	Wed, March 26, 2014 prior to 12:00 noon CT
Bids Due:	Mon, March 31, 2014 prior to 3:00 pm CT
Council Award:	Tentative: April 22, 2014

BID FORM/PRICING:

Bidders are requested to submit bids utilizing **Exhibit "B" Bid Form and Vendor Acknowledgment.**

BONDS:

- **Bid Bond (5%)** - not required
- **Performance and Payment Bonds (100%)** - In accordance with Government Code 2253 and Local Government Code 252, successful bidder shall submit Owner's Performance bond in the amount of one hundred percent (100%) of each Concrete Work Order of \$100,000.00 or greater and power of attorney; and a Material and Labor Payment Bond and power of attorney in amount of one hundred percent (100%) of each Concrete Work Order of \$50,000 or greater. Bonds must be from an approved surety company holding a permit from the State of Texas to act as surety, or other sureties acceptable to the OWNER, on the forms provided in the specifications.

CLIENT WORK HISTORY:

Contractor to provide a five (5) year work history (**Client Work History Form - Exhibit D**), including client's names, addresses, telephone numbers, points of contact and length of continuous service. The City reserves the right to request additional reasonable information from which the vendor's condition of responsibility can be determined as designated by State law. A Client Information Work History Worksheet is attached, and bids received without this worksheet may be deemed as non-responsive.

INDEPENDENT CONTRACTOR:

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

INSURANCE:

Within ten (10) working days of being notified of potential award of this contract by the City of Wylie, vendors will be required to furnish a valid insurance certificate to the City that meet all of the requirements as stated in the **City of Wylie Insurance Requirements Exhibit "A"**. If this time requirement is not met, the City has the right to declare a vendor non-responsive.

NOTE: Vendor to provide services by company employees only; subcontractors are not acceptable.

RESERVATION OF RIGHTS:

The City of Wylie reserves the right to reject any or all bids and to waive informalities. In case of ambiguity or lack of clearness in stating prices in the bids, the City of Wylie reserves the right to request clarification thereof, to reject the bid or allow the bidder to withdraw the bid when applicable. Unreasonable (or "unbalanced") unit prices may deem the bidders offer as non-responsive and may authorize the City of Wylie to reject any bid.

INTENT TO AWARD

The City shall give notice of intent to award within sixty (60) calendar days following the opening of bids. Contractors must qualify within ten (10) working days after receipt of written request, by submitting such additional evidence as may be required by the City including evidence of insurance that meets the City requirements as stated in the bid specifications.

Should the contractor fail to produce evidence satisfactory to the City on any of the foregoing points, the bidder may be deemed non-responsive and the work awarded to the next responsible bidder so qualifying. The Contractor agrees to commence work within then (10) days after the date of written notice to do so.

CHANGE ORDERS/CONTRACT MODIFICATIONS

No oral statement of any person shall modify or otherwise change, or affect the term, conditions or specifications stated in the resulting contract. All change orders and/or modifications to the contract will be made in writing by the Purchasing Agent.

OTHER DEADLINES

- **Corporate Resolution:** Upon request by the City, bidder shall submit, within seven (7) business days after notice of award of contract, a corporate resolution, certificate of partnership agreement or joint venture agreement which identifies the person(s) authorized to execute a contract on behalf of the corporation, partnership, or joint venture.
- **Insurance:** Upon request by the City, bidder shall furnish certificates of insurance and endorsement pages that meet the City requirements within ten (10) business days. Failure of the bidder to produce the required documents may deem the bidder as non-responsive.
- **Miscellaneous Documents:** Upon request by the OWNER, bidder must submit, within five (5) business days such documentation as the City requests to evaluate the qualifications of the bidder to perform the work. Failure of the bidder to produce documentation of qualifications in a timely manner may deem the bidder as non-responsive.

DISCLOSURE OF CERTAIN RELATIONSHIPS

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Wylie no 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 violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Form is attached to the bid specifications; **Exhibit "I"**

PREVAILING WAGE RATES:

The following information from Chapter 2258 Texas Government Code Title 10 requires state agencies, cities, counties, independent school districts, and all other political subdivisions that engage in construction projects (highways, road, excavation, repair work or other project development or improvement) using public funds to include prevailing wage rate in the project bid documents and the construction contract.

By submitting an offer, bidders certify that they are in compliance with all application federal, state and local laws.

2258.021. Duty of Governmental Entity to Pay Prevailing Wage Rates

- (a) The state or any political subdivision of the state shall pay a worker employed by it or on behalf of it:
 - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
 - (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work
- (b) Subsection (a) does not apply to maintenance work.
- (c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

DEBARMENT:

Bidder certifies that at the time of submission of its bid, Bidder was not on the federal government's list of suspended, ineligible or debarred contractors and that Bidder has not been placed on this list between the time of its bid submission and the time of execution of the Contract. If Bidder is placed on this list during the term of the Contract, Bidder shall notify the City of Wylie Purchasing Agent. False certification or failure to notify may result in termination of the Contract for default.

CONFIDENTIAL OR PROPRIETARY INFORMATION:

If a bidder believes that parts of an offer are confidential, then the bidder must so specify. The bidder must stamp in bold letters the term CONFIDENTIAL on that part of the offer which the bidder believes to be confidential. The bidder must submit in writing specific detailed reasons, including any relevant legal authority, stating why the bidder believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Wylie will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

CONTRACT ADMINISTRATION:

The City of Wylie Public Works Department together with the Purchasing Department shall be responsible for administration of the contract for compliance with the interpretation of scope, schedule, billings, requirements, and budget.

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SECTION II CITY OF WYLIE INSTRUCTIONS FOR BIDDING

CITY OF WYLIE GENERAL TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY.

1. **BID NOTIFICATION:** City of Wylie utilizes the following procedures for notification of bid opportunities: the Wylie News: www.wylieneews.com. City of Wylie shall not be responsible for receipt of notification and information from any source other than that listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.
2. **REQUIRED INFORMATION:** City of Wylie (City) bid/proposal packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the bidder may be found non-responsive. Vendors may be required to complete and supply all information contained in the "supplemental information" portion of the packet at a date after bid opening. Failure to complete "supplemental information" requirements in a timely manner, prior to council award, may be used by the City in determining a vendor's responsibility.
3. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** a prospective bidder must affirmatively demonstrate their responsibility. The City of Wylie may request representation and other information sufficient to determine bidder's ability to meet these minimum standards including but not limited to:
 - 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 satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics;
 - E. Otherwise qualified and eligible to receive an award.
4. **CORRESPONDENCE:** the number of this bid packet must appear on all correspondence, or inquiries, pertaining to this quotation.
5. **PREPARATION COST:** the City will not be liable for any costs associated with the preparation, transmittal, or presentation of any bids or materials submitted in response to any bid, quotation, or proposal.
6. **NOTICE OF PUBLIC DOCUMENTS:** any and all materials initially or subsequently submitted as part of the bid process shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.
7. **ADDENDA:** any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Wylie purchasing division. Addenda will be made available to all who are known to have received a copy of this bid packet, if the addenda contain changes to the "specification" or "bid form", bidders shall acknowledge receipt of all addenda or they may be declared non-responsive.
8. **NON-RESIDENT BIDDERS:** Texas government code, chapter 2252: non-resident bidders. Texas law prohibits City and governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidder's state.
9. **INSURANCE:** the City requires vendor(s) to carry the minimum insurance as required by state laws, and insurance requirements as outlined in the bid/proposal documents. Vendors must submit endorsement pages as well as insurance certificates.
10. **NO PROHIBITED INTEREST:** Bidder acknowledges and represents that they are aware of the laws, City Charter regarding conflicts of interest. The City Charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor 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.....".
11. **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.
12. **SAMPLES:** any catalog, brand names, or manufacturer's reference in this bid packet is descriptive and not restrictive, and is used to indicate type and quality level desired for comparison purposes unless specifically excluded. Please quote as listed or give equal. If item offered is other than as indicated, bidder must state make, model, and part number of product quoted. Equality will be determined by the City, per the specifications. Samples, if required, shall be furnished free of expense to the City. **Samples should not be enclosed with bid unless requested.**

13. **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.
14. **PRICING:** bid price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.
15. **ERROR-QUANTITY:** bid price must be submitted on units of quantity specified, extended, and total shown, in the event of discrepancies in extensions, the unit price shall govern.
16. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By submittal of this bid, in addition to the guarantees and warranties provided by law, vendor expressly guarantees and warrants as follows:
 - A. That the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the vendor will bear the cost of inspecting and/or testing articles rejected.
 - B. That the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the vendor will, at vendor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
 - C. That the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
 - D. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.
17. **PACKAGING:** unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
18. **SHIPMENT/TITLE/RISK OF LOSS:** quotations shall be bid F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery. The City of Wylie 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.
19. **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) and deliveries will be acceptable only during normal working hours at the designated location. 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 goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
20. **ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT:** the City adopts Vernon Texas' Statutes and Codes, Annotated Business and Commerce Code Chapter 43. Uniform Electronic Transaction Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.
21. **PRESENTATION OF BIDS:** complete bid packets must be presented to the Purchasing Department in a sealed envelope unless otherwise indicated.
22. **ALTERING BIDS:** bid prices cannot be altered or amended after submission deadline. Any inter-lineation alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
23. **LATE BIDS:** bid packets received in the purchasing department after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Wylie is not responsible for the lateness of mail carrier, weather conditions, etc.
24. **WITHDRAWAL OF BIDS:** Bids filed with the City may be withdrawn, modified and/or resubmitted prior to the time set in the bid specifications. Bidder agrees that once opened, a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids without written approval of the City.
25. **BID OPENINGS:** all bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive. The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Wylie purchasing guidelines, and project documents, including but not limited to the bid/proposal specifications and required submittal documents. The City will notify the

successful bidder upon award of the contract and, according to state law all bids received will be available for inspection at that time.

26. **BID SUMMARY SHEET:** bid summary results will be made available forty-eight (48) hours after bid opening. Bidders desiring a copy of the bid summary sheet may request the results forty-eight hours (48) hours after the bid opening through the City's web site at: <http://www.wylietexas.gov/departments/finance/purchasing.php>.
27. **MINOR DEFECT:** the City reserves the right to waive any minor defect, irregularity, or informality in any bid. The City may also reject any or all bids without cause prior to award.
28. **EVALUATION:** bids/proposals will be evaluated as outlined in the bid/proposal document.
29. **SPLIT AWARD:** the City reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The City reserves the right to take into consideration contract administration costs for multiple award contracts when determining low bid.
30. **PROTESTS:** all protests regarding the bid solicitation process must be submitted in writing to the Purchasing Agent within five (5) working days following the 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. The 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 prior to council award. All staff recommendations will be made available for public review ninety-six (96) hours prior to consideration by the City Council by emailing: purchasing@wylietexas.gov.

GENERAL TERMS AND CONDITIONS

Bonding, Purchase Order and Payments:

31. **BID SECURITY/BOND REQUIREMENTS:** If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsible and will not be considered for award. Performance and/or payments bonds, when required, shall be submitted (along with power of attorney), to the City prior to commencement of any work pursuant to the agreement provisions.

A BOND REQUIRED BY THIS SECTION MUST BE EXECUTED BY A CORPORATE SURETY IN ACCORDANCE WITH SECTION 1, CHAPTER 87, ACTS OF THE 56TH LEGISLATURE, REGULAR SESSION, 1959 (ARTICLE 7.19-1, VERNON'S TEXAS INSURANCE CODE).

A BOND REQUIRED UNDER THIS SECTION MUST CLEARLY AND PROMINENTLY DISPLAY ON THE BOND OR ON AN ATTACHMENT TO THE BOND:

THE NAME, MAILING ADDRESS, PHYSICAL ADDRESS, AND TELEPHONE NUMBER, INCLUDING THE AREA CODE, OF THE SURETY COMPANY TO WHICH ANY NOTICE OF CLAIM SHOULD BE SENT.

32. **FUNDING:** the contractor recognizes that any contract shall commence upon the effective date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Wylie, which fiscal year ends on September 30th of each year, shall be subject to Wylie City Council approval. In the event that the Wylie City Council does not approve the appropriation of funds for the contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.
33. **ADDITIONAL TERMS:** Notwithstanding acceptance by the City of the goods or services resulting from an award, no additional terms or conditions of vendor, whether contained within vendor's invoice or otherwise, shall be accepted by City.
34. **PURCHASE ORDERS:** a purchase order(s) shall be generated by the City to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number.
35. **PRICE ESCALATION:** price escalations may be permitted by the City of Wylie during the term of the contract. All requests for price escalation shall be in written form and shall demonstrate industry-wide or regional increases in the contractor's costs. Include documents supporting the price escalation, such as manufacturer's direct cost, postage rates, railroad commission rates, federal/state minimum wage laws, federal/state unemployment taxes, FICA, etc. Increases will apply only to the products(s) and/or service(s) affected by an increase in raw material, labor, or another like cost factor. The City of Wylie reserves the right to accept or reject any/all price escalations.

36. **PRICE REDUCTION:** if during the life of the contract, the contractor's net prices to other customers for the same product(s) and/or service(s) are lower than the City of Wylie's contracted prices, an equitable adjustment shall be made in the contract price.
37. **INVOICING:** Invoices shall be submitted to the City of Wylie, Accounts Payable, 300 Country Club Rd, Wylie, TX 75098.
38. **PAYMENT TERMS:** Are net 30 in accordance with the Texas Prompt Payment Act (Texas Government Code, Chapter 2251), unless otherwise specified by the City in the bid/proposal packet.
39. **TAXES:** the City of Wylie is exempt from federal manufacturer's excise and state sales and use tax under Section 151 of the Texas Tax Code. Tax must not be included in bid. Tax exemption certificates will be executed by the City and furnished upon request, and the contractor shall comply with all provisions of Section 151.309.
40. **DELINQUENT TAXES:** section 2-2 of the City Code of Ordinances prohibits the payment of public funds to persons that owe delinquent taxes to the City of Wylie. Therefore, payment to a contractor for goods or services provided to the City under contract or Purchase Order may be withheld in the event the contractor owes delinquent taxes to the City.

CONTRACT:

41. **INTERLOCAL AGREEMENT:** successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Wylie.
42. **PATENT RIGHTS:** the contractor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
43. **ASSIGNMENT:** the contractor shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the purchasing division.
44. **AUDIT:** the City of Wylie reserves the right to audit the records and performance of contractor during the contract and for three years thereafter or as specified.
45. **CHANGE ORDERS:** no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All change orders to the contract will be made in writing by the City of Wylie.
46. **INDEMNIFICATION:** Vendor/contractor agrees to defend, indemnify and hold the City and its respective officers, agents and employees, harmless against any and all claims, lawsuits, judgments, fines, penalties, costs and expenses for personal injury (including death), property damage, intellectual property infringement claims (including patent, copyright and trademark infringement) or other harm or violations for which recovery of damages, fines, or penalties is sought, suffered by any person or persons that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of the contract, violations of law, or by any negligent, grossly negligent, intentional, or strictly liable act or omission of the contractor, its officers, agents, employees, invitees, subcontractors, or sub-subcontractors and their respective officers, agents, or representatives, or any other persons or entities for which the contractor is legally responsible in the performance of the contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of City, and its officers, agents, employees or separate contractors. City does not waive any governmental immunity or other defenses available to it under Texas or federal law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Vendor/contractor, at its own expense, is expressly required to defend City against all such claims. City reserves the right to provide a portion or its own entire defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this agreement. Contractor shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this agreement. If contractor fails to retain counsel within the required time period, City shall have the right to retain defense counsel on its own behalf and contractor shall be liable for all costs incurred by City.

In addition to contractor's intellectual property infringement indemnification and defense requirements herein, if an infringement claim occurs, or in contractor's opinion is likely to occur, contractor shall, at its expense: (a) procure for city the right to continue using the product; (b) replace or modify the product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the product and grant city a reimbursement for the product. Contractor will proceed under subsection (c) above only if subsections (a) and (b) prove to be commercially unreasonable.

The intellectual property infringement indemnification herein applies to all products provided, supplied or sold under this agreement by contractor to City whether manufactured by contractor or a third party. Contractor represents that, to the best of its knowledge, City's use of products that are provided supplied, or sold by contractor to City as part of this agreement does not constitute an infringement of any intellectual property rights and City has the legal right to use said products. City enters into this agreement relying on this representation.

The indemnification herein survives the termination of the contract and/or dissolution of this agreement including any infringement cure provided by the contractor.

47. **TERMINATION FOR DEFAULT:** the City of Wylie reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contractor fails to 1) meet delivery schedules or, 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award contract to another contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.
48. **REMEDIES:** the contractor and the City of Wylie agree that each party has rights, duties, and remedies available as stated in the uniform commercial code and any other available remedy, whether in law or equity.
49. **VENUE:** this agreement will be governed and constructed according to the laws of the state of Texas. This agreement is performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.
50. **EMPLOYMENT ELIGIBILITY VERIFICATION:** the immigration reform and control act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. department of justice form I-9.

The contractor warrants that contractor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Contractor warrants that contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

51. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. . By law, this questionnaire must be filed with the records administrator of the City of Wylie 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 violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at http://www.wylietexas.gov/city_government/city_secretary/forms1.php. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code

END OF SECTION

#####

SECTION III SPECIFICATIONS

1. PROJECT

The following specifications are intended to describe the minimum requirements for concrete repair. The bid shall be based on a fixed price per the specification as required, and shall also be provided for saw cut and removal of existing concrete flatwork.

The City estimates the average annual expenditures for concrete flatwork to be approximately \$275,000. This estimate does not constitute an order, but only implies the City's probable expenditures for the contract period. Work performed under the contract will be ordered and scheduled on an as needed basis through the use of "Concrete Work Orders" (**Sample Form "1"**), and is subject to annual budgetary appropriations.

The contractor shall furnish all labor, materials and equipment necessary to complete concrete projects in accordance with the City's specifications and scheduling for each project.

Unless otherwise stated herein, all materials, equipment and construction methods covered under this contract shall conform to the Standard Specifications for Public Works Construction as published by the North Central Texas Council of Governments.

CONTRACTOR MUST OBTAIN COPIES OF THE LATEST CITY OF WYLIE STANDARD DETAILS (http://www.wylietexas.gov/departments/engineering/standard_construction_details.php) AND NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENT STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION WITH WYLIE AMENDMENTS. CONTRACTOR SHALL HAVE ONE COPY ON THE PROJECT AT ALL TIMES.

Bid prices shall remain firm for a period of one year. Contractor shall provide written notification to the City of any proposed price increase. Contract renewals are not dependent upon approval of price increases.

Unit prices as stated on the "Bid Form" (Exhibit "B") will be the basis for the payment to the contractor for completion of:

- 6 Inch Concrete Flatwork (including curbs and gutters)
- 8 Inch Concrete Flatwork (including curbs and gutters)
- Saw-Cut & Remove 6 Inch Concrete (including curbs and gutters)
- Saw-Cut & Remove 8 Inch Concrete (including curbs and gutters)
- 4 Inch Sidewalk, Remove & Replace
- 4 Inch Sidewalk, New Construction
- Barrier Free Ramp
- Saw-Cut & Remove Barrier Free Ramp

2. WORK ORDER BOND REQUIREMENTS

For the duration of this contract Payment Bonds and Performance Bonds may be required (**Bond Exhibits F-G**), to be determined by the dollar value of each Concrete Work Order (**Sample Form "1"**). Lien releases will be required and given to the City at the end of each work order. No payment by the City will be made to the contractor for completed work until the contractor delivers a lien release for any costs, actual or incidental, incurred during the completion of each work order.

3. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS

All bidders must affirmatively demonstrate responsibility, and must meet the following requirements:

- have adequate financial resources, or the ability to obtain such resources as required;
- be able to comply with the required or proposed delivery schedule;
- have a satisfactory record of performance and safety;

- have a satisfactory record of integrity and ethics;
- be otherwise qualified and eligible to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

4. OFFERS

Bidders shall fill out the bid form completely, stating all prices in figures. The prices in the offer shall be full compensation. The costs of all material, labor, equipment, and incidental work required to complete the project ready for use must be included in the unit prices for the bid items provided on **Sample Form "1"**, and no direct compensation will be made for any other work. Material on hand will not be paid until all work is completed.

5. TESTING

All tests required will be paid for by the City. All re-testing will be paid for by the Contractor.

6. GRADES

Contractor is responsible for all surveying and staking for projects covered by this agreement. Contractor is responsible for insuring that gutter grades allow for proper drainage.

7. WORK ORDERS

City shall issue Concrete Work Orders for each project (Sample Form 1). Each work order shall be uniquely numbered, and shall contain a description of the location and required work. Contractors awarded an agreement shall review the work order, complete the project cost (based on the contracted pricing) and provide an estimated start and completion date. Note: That Performance and Payment Bonds will be required as stipulated in Section I/Paragraph "Bonds".

8. CONSTRUCTION SCHEDULE

Contractor must give notice of any water service interruptions to residents at least **48** hours in advance.

9. DELIVERY CHARGES

All delivery charges (FOB work sites) shall be included in the bid price.

10. BARRICADING AND TRAFFIC CONTROL

Streets will remain open to thru traffic and emergency vehicles during the duration of each project. Barricading and construction signage shall be in accordance with the Texas Manual on Uniform Traffic Control Devices (MUTCD) requirements and shall be considered incidental in cost.

11. SAW-CUTTING

All existing concrete shall be sawed to limits of removal to insure uniformity. Costs for saw cutting shall be addressed on the Bid Form (**Exhibit "B"**).

12. LOCATING UTILITIES

Contractor shall be required to locate and protect all utilities, including sprinkler systems and other private underground installations. The Contractor shall protect all utilities during construction. Sprinkler system and other private underground installation relocation and repair shall be considered incidental.

13. FINAL CLEAN UP

Contractor will be responsible for the removal and proper disposal of waste created during the project duration, and will restore all disturbed areas to original condition or better. Areas disturbed by construction are to be sodded with the same type of grass that existed before construction began. Final clean up shall be complete prior to payment from the City for each work order.

14. WARRANTY

Successful bidder shall warrant that all work shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title, for a minimum of 1 year.

####

SAMPLE FORM "1"



CONCRETE WORK ORDER
Wylie Agreement W2014-65-A

Concrete Work Order # _____

Date: _____

Contractor: _____

Wylie Contact: _____

Phone: _____

Location of Work: _____

Description of Work:

Contractor's Response:

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
_____	6 Inch Concrete Flatwork *	_____	_____
_____	8 Inch Concrete Flatwork *	_____	_____
_____	Saw-Cut & Remove 6 Inch Concrete *	_____	_____
_____	Saw-Cut & Remove 8 Inch Concrete *	_____	_____
_____	4 Inch Sidewalk, Remove & Replace	_____	_____
_____	4 Inch Sidewalk, New Construction	_____	_____
_____	Barrier Free Ramp	_____	_____
_____	Saw-Cut & Remove Barrier Free Ramp	_____	_____

Start Date: _____ Completion Date: _____

*includes curbs and gutters

Signature

Date

Name / Title

Special Requirements: _____

Performance Bond: _____

Payment Bond: _____

EXHIBIT "A"
CITY OF WYLIE - INSURANCE REQUIREMENTS CONSTRUCTION SERVICES

By submitting a quote or bid the contractor is acknowledging the insurance requirements, and is asserting that if awarded a written contract or purchase order, the vendor will comply with all insurance requirements as specified herein within 10 days of request by the City. Should the contractor fail to submit the required insurance certificate within 10 days of request, vendor understands that they shall be deemed non-responsive and forfeit any applicable bid bond. Contractor also acknowledges that in award of a contract, the bid specification and subsequent purchase order constitutes a written contract and all insurance requirements are in effect.

Services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's bid. A certificate of insurance and endorsement pages meeting all requirements and provisions outlined herein shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration. The City, at its own discretion, may require a certified copy of the policy.

The Contractor shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, Owner shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Contractor. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, durations, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Wylie.

<i>Type of Insurance</i>	<i>Minimum Amount of Insurance</i>	<i>Provisions</i>
Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability (including tort liability of another in a business contract) f) Product Damage to City Property or others.	\$1,000,000 per occurrence, \$2,000,000 general aggregate; Or \$2,000,000 Products/Completed Operations Aggregate	City to be listed as additional insured, a Waiver of Subrogation, and provided 30-day notice of cancellation or material change in coverage. Cover shall be provided by an insurer possessing an A-VII. A. M. Best Rating
Business Auto Liability	\$500,000 each accident	City to be listed as additional insured
Workers' Compensation & Employers' Liability	\$500,000 each accident for bodily injury; or \$500,000 each employee for bodily injury by disease	City to be provided a Waiver of Subrogation

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles used under this contract.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. The coverage shall protect the Contractor; the City, its officers, officials, employees, boards and commissions and volunteers; and Consulting Engineer from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property, which may arise directly or indirectly out of, or in connection with the performance of work under this Contract by the Contractor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them, or under the control of either of them, and the minimum amount of such insurance shall be as follows unless higher minimum amounts are otherwise required in the Contract Documents:

This policy will have no coverage removed by exclusion. Policy will include coverage for:

- Premises/Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury
- Contractual Liability (including tort liability of another in a business contract)
- Product Damage to City Property or others.

2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability with minimum limits of \$500,000 each accident for bodily injury; or \$500,000 each employee for bodily injury by disease

Workers' Compensation coverage shall be based on proper reporting of classification codes and payroll amounts, and filing of any coverage agreements which meet the statutory requirements of the Texas Labor Code and shall apply to all employees of the contractor providing services under the proposed contract.

3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired and non-owned autos.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverage:

- a. The City, its officers, officials, employees, boards and commissions and volunteers, and Consulting Engineer are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. **ISO additional insured endorsement CG 20 10 and CG 2037** or their equivalent, including coverage for City with respect to liability arising out of the completed operations of the Contractor shall be utilized.
- b. The contractor's insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards and commissions or volunteers.
- d. The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for the City.

3. All Coverage:

- a. All insurance requirements and subsequent certificates are contract specific, and must reference the City's contract number project name, and bid number.
- b. Duration of the project includes the time from the beginning of work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.
- d. Persons Providing Services on the Project - Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling,

or delivering equipment or materials, or providing labor, transportation, or other services related to a project.

E. ACCEPTABILITY OF INSURERS

The City prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than **A- XII**, or better.

F. VERIFICATION OF COVERAGE

Contractor shall provide the City with certificates of insurance indicating coverage's required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

####

EXHIBIT "B"
BID FORM / VENDOR ACKNOWLEDGEMENT

Bid Amount

6 Inch Concrete Flatwork (including curbs and gutters)	\$ _____ / sq. yd.
8 Inch Concrete Flatwork (including curbs and gutters)	\$ _____ / sq. yd.
Saw-Cut & Remove 6 Inch Concrete (including curbs and gutters)	\$ _____ / sq. yd.
Saw-Cut & Remove 8 Inch Concrete (including curbs and gutters)	\$ _____ / sq. yd.
4 Inch Sidewalk, Remove & Replace	\$ _____ / sq. yd.
4 Inch Sidewalk, New Construction	\$ _____ / sq. yd.
Barrier Free Ramp	\$ _____ / each
Saw-Cut & Remove Barrier Free Ramp	\$ _____ / each

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Company Name: _____

Principal Place of Business Address: _____

Principal Place of Business Phone: _____

E-mail Address of Representative: _____

Authorized Representative:

Signature: _____

Title: _____

Date: _____

Printed Name: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

EXHIBIT "C"
BIDDERS SUPPLEMENTAL INFORMATION

Contractor: _____

Indicate One: _____ Sole Proprietor _____ Partnership _____ Other

_____ Corporation _____ Joint Venture

Name: _____

Partner: _____

Title: _____

Title: _____

Address: _____

Address: _____

City: _____

City: _____

State & Zip: _____

State & Zip: _____

Phone: _____

Phone: _____

State and Date of Incorporation, Partnership, Ownership, Etc. _____

Location of Principal Office: _____

Contact and Phone at Principal Office: _____

Number of Years in Business as a Contractor on Above Types of Work: _____

Claims and Suits (If the answer to any of the questions is yes, please attach details):

Has your organization ever failed to complete any work awarded to it?

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

Bank References (List Institution, Address, Contact Person, and Phone):

EXHIBIT "D"
CLIENT WORK HISTORY

Bidder: _____

List all experience/awarded contracts of similar size and the scope of work during the past (5) years.

1. Project: _____
Owner/Agency: _____
Contract Price: \$ _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Project Description: _____

2. Project: _____
Owner/Agency: _____
Contract Price: \$ _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Project Description: _____

3. Project: _____
Owner/Agency: _____
Contract Price: \$ _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Project Description: _____

4. Project: _____
Owner/Agency: _____
Contract Price: \$ _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Project Description: _____

EXHIBIT "E"
CONTRACTOR'S SAFETY RECORD

I. Complete the matrix below for the last five years, as obtained from OSHA required logs:

OSHA Log # _____ (contractor to indicate the OSHA reporting form used to report the numbers below)

	2013	2012	2011	2010	2009
Number of injuries & illnesses					
Number of lost time accidents					
Number of recordable cases					
Number of fatalities					

II. Please answer the following questions regarding your safety program

a. Are regular project safety meetings held for Field Supervisor(s)?

- yes
 no

If yes, frequency:

- weekly
 bi-monthly
 monthly
 as needed

b. Are project safety inspections conducted?

- yes
 no

If yes, who performs inspections? _____

How often? _____

Who is required to attend? _____

c. Does your organization have a written safety program?

- yes
 no

If yes, provide a copy. It will become a compliance document upon contract award.

d. Does your organization have a safety orientation program for new employees?

- yes
 no

For employees promoted to Field Supervisor?

- yes
 no

If yes, does your Supervisor Safety Program include instructions on the following:

- | | | |
|--------------------------|------------------------------|-----------------------------|
| Safety work practices | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| Tool box safety meetings | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| First aid procedures | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| Accident investigation | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| Fire protection | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| New worker's orientation | <input type="checkbox"/> yes | <input type="checkbox"/> no |

####

EXHIBIT "F"
PERFORMANCE BOND

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENT:

That _____ whose address is _____, hereinafter called Principal, and _____, a corporation organized and existing under the laws of the State of Texas, and fully licensed to transact business in the State of Texas as Surety, are held and firmly bound unto the CITY OF WYLIE, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Beneficiary," in the penal sum of _____ DOLLARS (\$ _____) in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the City of Wylie, the Beneficiary, dated the _____ of _____, A.D. 20____, which is made part hereof by reference, for the construction of certain public improvements that are generally described as follows:

ANNUAL PRICE AGREEMENT CONTRACT for CONCRETE MAINTENANCE and REPAIR
(Various Locations)
AGREEMENT# W2014-65-A
WORK ORDER # _____
City of Wylie, TX

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the plans, specifications and Contract documents during the original term thereof and any extension thereof which may be granted by the Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of two (2) years from the date of final completion and final acceptance of the Work by Owner; and, if the Principal shall fully indemnify and save harmless the Beneficiary from all costs and damages which Beneficiary may suffer by reason of failure to so perform herein and shall fully reimburse and repay Beneficiary all outlay and expense which the Beneficiary may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed there under or the specifications accompanying the same shall in anyway 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 or to the Specifications.

This Bond is given pursuant to the provisions of Article 5160 of Vernon's Annotated Civil Statutes, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or _____ County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in _____ copies, each one of which shall be deemed an original, this the _____ day of _____, 20__.

PRINCIPAL

SURETY

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

The Resident Agent of the Surety in Collin or _____ County, Texas, for delivery of notice and service of the process is:

NAME: _____

ADDRESS: _____

Note: Date of Performance Bond must be date of Contract. If Resident Agent is not a corporation, give person's name.

EXHIBIT "G"
PAYMENT BOND

COLLIN COUNTY §
STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENT

That _____, whose address is _____, hereinafter called Principal, and _____, a corporation organized and existing under the laws of the State of Texas, and fully licensed to transact business in the State of Texas as Surety, are held and firmly bound unto the CITY OF WYLIE, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Beneficiary," in the penal sum of _____ DOLLARS (\$ _____) in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the City of Wylie, dated the _____ of _____, A.D. 20____, which is made part hereof by reference, for the construction of certain public improvements that are generally described as follows:

ANNUAL PRICE AGREEMENT CONTRACT for CONCRETE MAINTENANCE and REPAIR
(Various Locations)
AGREEMENT# W2014-65-A
WORK ORDER # _____
City of Wylie, TX

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and/or material in the prosecution of the Work provided for in said Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed there under or the Plans, Specifications, Drawings, etc., accompanying the same, shall in anyway 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 there under.

This Bond is given pursuant to the provisions of Article 5160 of Vernon's Annotated Civil Statutes, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or _____ County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in _____ copies, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

PRINCIPAL

SURETY

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

The Resident Agent of the Surety in Collin or _____ County, Texas, for delivery of notice and service of the process is:

NAME: _____

ADDRESS: _____

Note: Date of Payment Bond must be date of Contract. If Resident Agent is not a corporation, give person's name.

EXHIBIT "H"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer of _____ (herein "Contractor") is either employed by the City of Wylie or is an elected official of the City of Wylie and who has a financial interest, direct or indirect, in any contract with the City of Wylie or has a financial interest, directly or indirectly, in the sale to the City of Wylie of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Wylie City Charter, interest represented by ownership of stock by a City of Wylie employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor

By: _____
Signature

Print Name

Title

Date

STATE OF _____ §

§

COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20__.

Notary Public, State of _____

EXHIBIT "I"

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.

2. Are filing an update to a previously filed questionnaire. YES _____ NO _____

(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.

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. Signature of person doing business with the governmental entity Date

Local Government Officers City of Wylie, Texas

For purposes of completion of the required Conflict of Interest Questionnaire for the City of Wylie Texas (required by all Vendors who submit bids/proposals), Local Government Officers are:

Mayor: Eric Hogue

Council
Members: Nathan Scott, Mayor Pro Tem
Diane Culver, Council Member
Bennie Jones, Council Member
Rick White, Council Member
Todd Wintters, Council Member
Keith Stephens, Council Member

City Manager: Mindy Manson



March 21, 2014

Page 1 of 1

Re: Addendum #1

Bid No. W2014-65-A
Concrete Repairs & Maintenance Annual Price Agreement

=====

Addendum #1 is issued. Please see the following for changes/additions/deletions to the specifications:

The following questions were asked at the Pre-Bid Meeting 3/20/14:

Q. Is all work considered to be “turn-key” completed including caulking and striping?

A. If a sealed joint is removed, contractors are required to replace with same.

Q. Are barricades, cones and signage expenses to be factored into the unit pricing?

A. No. These expenses will vary by work order, and paragraph 10 of the bid specification is amended to read:

10. BARRICADING AND TRAFFIC CONTROL

Streets will remain open to thru traffic and emergency vehicles during the duration of each project. Barricading and construction signage shall be in accordance with the Texas Manual on Uniform Traffic Control Devices (MUTCD) requirements. Expenses for such items shall be quoted and mutually agreed upon by both parties, subject to the requirements of each separate work order.

Vendors who may have already submitted a bid and feel this addendum may change their bid price may pick up their bid and return it **prior to March 31, 2014 @ 3:00 PM.** If picking up the bid is not feasible, any new bid submitted by your firm will supersede one previously submitted.

If you have any questions regarding this addendum, please contact the City of Wylie Purchasing Department, (972) 516-6140.

Acknowledge receipt of this addendum by initialing in the appropriate space on the Vendor Acknowledgment Page if you have not previously submitted a bid.



**BID TABULATION
W2014-53-B**

**CONCRETE MAINTENANCE AND REPAIRS
Annual Price Agreement
3/31/14**

BIDDER	6" Concrete Flatwork sq. yd	8" Concrete Flatwork sq. yd	Saw-Cut & Removal of 6" Concrete sq. yd	Saw-Cut & Removal of 8" Concrete sq. yd	4" Sidewalk Remove & Replace sq. yd	4 " Sidewalk New sq. yd	Barrier Free Ramp each	Saw-Cut & Removal Barrier Free Ramp each
GT Construction	\$56.00	\$60.00	\$50.00	\$52.00	\$54.00	\$38.00	\$375.00	\$600.00
Holley & Holley Concrete Co Inc.	\$108.00	\$126.00	\$27.00	\$33.75	\$81.00	\$49.50	\$1,200.00	\$600.00
Tackett Concrete LLC	\$51.66	\$58.86	\$67.86	\$75.06	\$72.99	\$56.79	\$850.00	\$500.00

I certify that the above includes all firms contacted to bid and that replies are exactly as stated.

Glenna Hayes

March 31, 2014

Glenna Hayes C.P.M., A.P.P. Purchasing Agent

Date

"BID TABULATION STATEMENT"

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. **HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.** THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS AND CITY OF WYLIE BID SPECIFICATIONS AND PROJECT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING PURCHASE ORDERS IN THE AMOUNT NOT TO EXCEED THIRTY TWO THOUSAND DOLLARS (\$32,000.00) TO GT CONSTRUCTION, INCORPORATED FOR CONCRETE SIDEWALK AND PARKING IMPROVEMENTS AT FIREFIGHTERS PARK; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Sachse approved Ordinance No. 3571, amending the Fiscal Year 2013-2014 Budget to provide funding for park improvements at Firefighters Park; 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 of Sachse, Texas is a member of the Collin County Purchasing Cooperative; and

WHEREAS, the City of Sachse desires to utilize contract pricing through the Collin County Purchasing Cooperative for Concrete Services with GT Construction, Incorporated (“GT Construction”) for sidewalk and parking lot improvements at Firefighter’s Park; and

WHEREAS, upon full review and consideration of the Purchase Orders by the City Council and all matters related thereto, the City Council is of the opinion and finds that the Purchase Orders not to exceed \$32,000 with GT Construction for sidewalk and parking improvements at Firefighter’s Park should be approved and the City Manager should be authorized to execute said Purchase Orders.

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 Purchase Orders not to exceed \$32,000 with GT Construction for sidewalk and parking improvements at Firefighter’s Park.

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 21st day of July, 2014.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

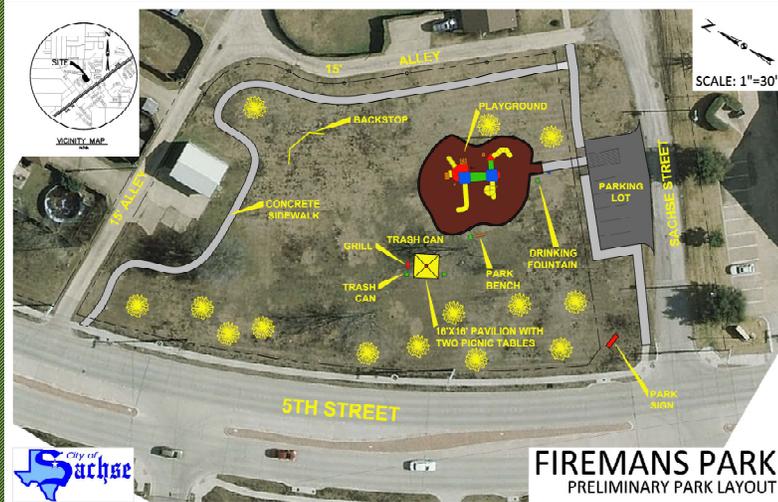
FIREFIGHTERS PARK PAVING

CITY COUNCIL
JULY 21, 2014

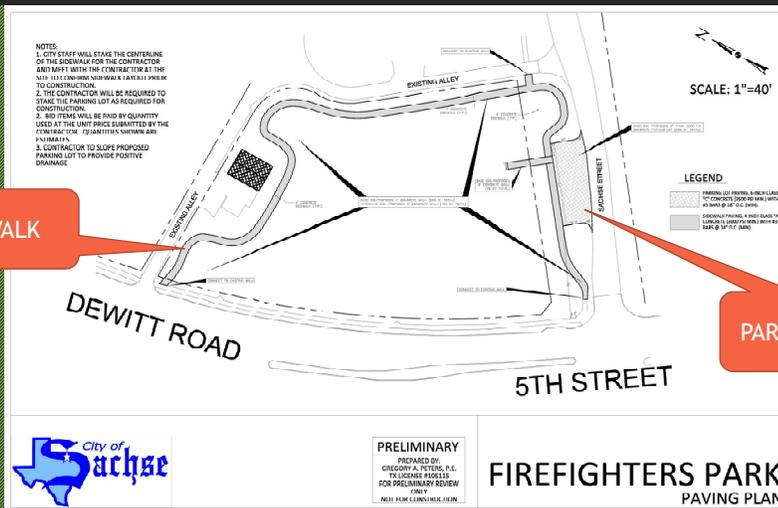
OVERVIEW

- The Sachse Parks & Recreation Department is constructing improvements on park land at the northeast corner of 5th Street and Sachse Street. The name of the park is Firefighters Park.
- The park plan includes a walking trail and parking lot for use by the public.
- Ordinance 3571 was approved by the City Council to amend the FY 2013-2014 budget to fund park improvements at Firefighters Park.
- Staff is seeking approval of the City Council for the funding method to construct the paving improvements at the park.

PRELIMINARY PARK LAYOUT



PARK PAVING PLAN



SIDEWALK

PARKING LOT

COLLIN COUNTY PURCHASING COOPERATIVE

- Collin County has a Purchasing Cooperative, which allows participating cities, towns, school districts, colleges, and other public entities to utilize price agreements of other participants in the program.
- The City of Sachse participates in the program.
- Sachse utilized this cooperative in the past to purchase police vehicles.

WYLIE PURCHASING AGREEMENT

- The City of Wylie also participates in the Collin County Purchasing Cooperative.
- Wylie publicly bid a price agreement contract for concrete in March, 2014.
- As a result of the bid process, Wylie initiated an annual price agreement with three contractors. The agreement has an initial 1-year term, with the option for four additional 1-year terms.
- GT Construction, Incorporated was one of the three contractors included in the Wylie price agreement.

PARK PAVING CONSTRUCTION

- If approved, staff would utilize the Wylie price agreement to establish a purchase order for GT Construction, Inc., to complete the paving improvements for the sidewalk and parking lot at Firefighters Park.
- The construction would be done based upon the approved unit prices for concrete in the Wylie price agreement.
- The contractor would be paid based upon the quantities of concrete installed, and not on a lump sum.

STAFF RECOMMENDATION

- Staff recommends that the City Council of the City of Sachse approve a resolution approving purchase orders in the amount not to exceed \$32,000.00 to GT Construction, Incorporated for concrete sidewalk and parking improvements at Firefighters Park; and providing for an effective date.



Legislation Details (With Text)

File #: 14-2326 **Version:** 1 **Name:** Consider a resolution approving participation in the Community Development Block Program and HOME Program for 2012, 2013 and 2014.

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

File created: 7/16/2014 **In control:** City Council

On agenda: 7/21/2014 **Final action:**

Title: Consider a resolution of the City Council of the City of Sachse, Texas approving the Agreement of Cooperation with Dallas County for the administration of the CDBG and HOME programs for fiscal years 2015, 2016 and 2017; authorizing its execution by the Mayor; and providing an effective date; as a Consent Agenda Item.

Executive Summary

This item continues the City's participation in the Community Development Block Grant/HOME Program administered through Dallas County.

Sponsors:

Indexes:

Code sections:

- Attachments:** [CDBG Notification Letter.pdf](#)
[CDBG Agreement.pdf](#)
[CDBG Resolution.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 Agreement of Cooperation with Dallas County for the administration of the CDBG and HOME programs for fiscal years 2015, 2016 and 2017; authorizing its execution by the Mayor; and providing an effective date; as a Consent Agenda Item.

Executive Summary

This item continues the City's participation in the Community Development Block Grant/HOME Program administered through Dallas County.

Background

The City of Sachse has partnered with Dallas County since 1988 to participate in the Community Development Block Grant/HOME Program. Funds from this program must be used to benefit low-to-moderate income areas. In past years, the City has utilized these funds to upgrade water and wastewater utilities and re-construct asphalt paving in qualifying areas. This is a housekeeping item as the agreement must be renewed every three years and is identical to the agreements approved in past years.

Policy Considerations

Passage of this Resolution will continue the annual entitlement the City has benefited from for the past several years.

Budgetary Considerations

Utilizing CDBG funds assists with the costs of constructing qualifying projects.

Staff Recommendations

Staff recommends Council approve a resolution of the City Council of the City of Sachse, Texas approving the Agreement of Cooperation with Dallas County for the administration of the CDBG and HOME programs for fiscal years 2015, 2016 and 2017; authorizing its execution by the Mayor; and providing an effective date; as a Consent Agenda Item.



DALLAS COUNTY
COMMISSIONERS COURT
DEPARTMENT OF PLANNING & DEVELOPMENT

May 28, 2014

Mr. Billy George
City Manager
City of Sachse
5560 Highway 78
Sachse, Texas 75048

Dear Mr. George:

Dallas County's Community Development Block Grant (CDBG) and HOME Program has been in existence since 1988. Because of the participation of cities such as yours, the County and its cities have been able to utilize more than \$60 million in federal assistance that they would not have otherwise received. These funds have been used to fund such projects as road reconstruction, water/sewer installation, park improvements, code enforcement, down-payment assistance, and housing reconstruction.

In order to receive this funding, which must principally be used to benefit low-to-moderate income people, HUD requires the County and all interested cities with populations of less than 50,000 people to enter into a cooperative agreement for three years. As the current agreement between the City of Sachse and the County will expire on September 30, 2014, it is necessary to enter into a new agreement if our two entities are to remain eligible for this program.

A copy of such an agreement is enclosed. It is identical to the last agreement that the County and the City signed. We will continue to have the CDBG program be as responsive and as flexible as possible and to have much of the administrative responsibility carried by the County. Please also note that if the City chooses to participate in the County's program, the City, per federal law, cannot seek to receive funding from the State's program.

So that all required application materials can be forwarded to HUD, we are asking that these cooperative agreements be executed and returned to Kim D. Nobles, the County's Community Development Financial Administrator, Planning & Development, 411 Elm Street, 3rd floor, Dallas, TX 75202-3374 before July 15, 2014. Please be sure to include a copy of the authorization resolution and the minutes from the council meeting in which this item was approved. Also, if your City has any questions about the agreement or the CDBG program, please do not hesitate to contact either Ms. Nobles at (214) 653-6368 or myself.

We greatly appreciate the City of Sachse's previous participation in the CDBG program, and we look forward to working with you still further.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Loessberg".

Rick Loessberg
Director of Planning & Development

attachment

**AGREEMENT OF COOPERATION
for CDBG/HOME Program**

WHEREAS, the 93rd Session of the Congress passed, and the President of the United States signed into law, the Housing and Community Development Act of 1974 (PL93-383) which created the Urban County Community Development Block Grant (CDBG) program; and

WHEREAS, Dallas County, Texas (County), is applying to the U.S. Department of Housing and Urban Development for Urban County CDBG entitlement status; and

WHEREAS, in order to qualify for this status, County must enter into cooperative agreements with local governments and have the collective population of the County's unincorporated area and the participating local governments total at least 100,000 people; and

WHEREAS, Texas cities and counties are authorized under Chapter 373, Local Government Code, and Section 381.003, Local Government Code, to conduct essential Housing and Community Development activities; and

WHEREAS, Texas cities and counties are authorized under Chapter 791, Government Code, to enter into cooperative agreements with one another.

NOW, THEREFORE, BE IT RESOLVED THAT:

The City of Sachse (City) supports the efforts of County to qualify for the Urban County CDBG program and asks that its population be included in such a program beginning for Federal Fiscal Years 2015, 2016 and 2017.

This agreement covers the CDBG entitlement program and when applicable, the HOME Investment Partnership and Emergency Shelter Grant (ESG) programs.

This agreement remains in effect until the CDBG (HOME and ESG, where applicable) funds and program income received with respect to the three-year qualification period are expended and the funded activities completed, and that the County and City may not terminate or withdraw from the agreement while the agreement remains in effect.

The City understands that by executing the CDBG cooperation agreement it:

1. May not apply for grants from under the Small Cities or State CDBG Program from appropriations for fiscal years during the period in which it is participating in the Urban County CDBG program; and
2. May receive a formula allocation under the HOME program only through the Urban County. May not participate in a HOME consortium except through the Urban County, may not form a HOME consortium with other local governments regardless, of whether the Urban County received a HOME formula allocation.

3. May receive a formula allocation under the ESG Program only through the Urban County.

County and the City agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.

County and the City shall take all actions necessary to assure compliance with the Urban County's certification required by Section 104(b) of the Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act and affirmatively furthering fair housing Title VIII of the Civil Rights Act of 1968 and other applicable laws;

County and the City shall take all actions necessary to assure compliance with section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975;

County and City understand that Urban County funding will not be provided for activities, in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certifications;

The City understands, that in accordance with 24 CFR 570.501(b) and 570.503, (which requires a written agreement), it shall be subject to the same administrative requirements as a sub-recipient should it receive funding under this program;

The City agrees to inform County of any income generated by the expenditure of CDBG/HOME and ESG funds received, and that any such program income must be paid to the county to be used for eligible activities in accordance with all ESG, HOME and Community Development Block Grant requirements;

County is responsible for monitoring and reporting to the U.S. Department of Housing and Urban Development on the use of any such program income, and that in the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County;

The City agrees to notify County of any modification or change in the use of the real property from that planned at the time of acquisition or improvement, including disposition, and further agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditure of non-CDBG/HOME and ESG funds) for property acquired or improved with CDBG/HOME and ESG funds that is sold or transferred for a use which does not qualify under the CDBG/HOME and ESG regulations;

Any money generated from the disposition or transfer of property will be treated as program income and returned to the County prior to, or subsequent to, the close-out, change of status, or termination of this cooperative agreement between County and the City.

The City understands that it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act;

County shall notify the City in writing, by the date specified in HUD's urban county qualification notice for the next qualification period, of its right not to participate;

The City has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations;
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

The City understands that County will have final responsibility for administering the CDBG/HOME and ESG programs, selecting CDBG/HOME and ESG projects and filing annual grant requests; and

The Mayor of the City is authorized to sign any additional forms, on behalf of the City, that the U.S. Department of Housing and Urban Development may require.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Follow]

APPROVED AND ACCEPTED THIS THE _____ day of _____ 2014.

City:

Dallas County:

Mike Felix, Mayor
City of Sachse, Texas

Clay Lewis Jenkins, County Judge
Dallas County, Texas

Date

Date

Approved as to Form:

Craig Watkins
District Attorney

Teresa Guerra Snelson
Chief, Civil Division

By:

Randall Miller
Assistant District Attorney

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE AGREEMENT OF COOPERATION WITH DALLAS COUNTY FOR THE ADMINISTRATION OF THE CDBG AND HOME PROGRAMS FOR THE FISCAL YEARS 2015, 2016, AND 2017; AUTHORIZING ITS EXECUTION BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sachse is eligible to receive funding from the Dallas County Community Development Block Grant Program (CDBG); and

WHEREAS, Dallas County has proposed an agreement of Cooperation for the continued participation of the City of Sachse in the Community Development Block Grant Program and HOME Program for the fiscal years 2015, 2016, and 2017; and

WHEREAS, the City of Sachse appreciates the partnership it has enjoyed with Dallas County thru the administration of the CDBG and HOME Programs for the benefit of low-to-moderate income residents of Dallas County within the City; and

WHEREAS, the Sachse City Council desires to continue these programs.

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

That the Agreement of Cooperation with Dallas County for the administration of the CDBG and HOME Programs for the fiscal years 2015, 2016, and 2017 is hereby approved and further authorizes the Mayor to execute the same.

RESOLVED by the City Council of the City of Sachse, Texas, the _____ day of _____, 2014.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary



Legislation Details (With Text)

File #:	14-2327	Version:	1	Name:	Employee Recognition 1st Quarter 2014 Employee Recognition 4th Quarter 2013
Type:	Agenda Item	Status:			Agenda Ready
File created:	7/17/2014	In control:			City Council
On agenda:	7/21/2014	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

Doug Angle started with the City of Sachse in June 2009 as the Code Enforcement Officer. Doug was named Employee of the Year in 2013. Code Compliance is typically a thankless job and Doug has the ability to handle rough situations while also receiving compliance and providing great customer service. Doug has recently completed peace officer training in order to add to the depth of the Fire Marshal's office. Doug is a dedicated employee who goes above and beyond in order to get the job done.

Ten Years

Dixie Dickson was first hired as the Senior Center Manager in April of 2004. It has been amazing the accomplishments that Dixie has made over the years, which can attributed to her positive attitude and motto of "live your life and forget your age". Under her leadership, the Senior Center has seen incredible growth in operational hours, membership numbers, programming and activities. Dixie has always said that she has never worked a day with the City of Sachse because her job is so enjoyable. During Dixie's 10 years, memberships have grown from about 40 members when she first started to over 278 members. She has

the dedication that has made the Sachse Senior Center a place where people enjoy each others company and have fun.

Cynthia Wiseman was first hired as the Activity Coordinator for the Parks & Recreation Department in May 2004 and was promoted to Recreation Supervisor in October of 2013. Cynthia has been instrumental in developing the Recreation Division of the department including classes, activities, programs and special events. The department has grown tremendously over the last 10 years with Cynthia heading it up. In our first year, we had 640 participants in the Parks & Recreation programs. In 2013, participation has grown to over 3,300. She has developed a good relationship with all City Departments and employees and is not only someone the Parks & Recreation Department can count on but the entire City.

De'Aubrey Bethley was hired in June 2004 as a meter reader. During Dee's tenure, there have been a lot of changes in the way his department functions. In 2007 the City installed radio read meters which reduced the amount of time it takes to complete the city-wide readings. In 2010 his job was reclassified to Customer Service Technician to more accurately describe the duties. Besides meter readings, the techs are responsible for turning on service for new customers, turning off service for departing residents and delinquent accounts, setting meters at homes under construction, identifying and replacing failed or defective meters, and providing general assistance to customers such as identifying leaks. Dee provides wonderful customer service because he genuinely wants to help them in any way he can. He is a great asset to the department and the City.

Fifteen Years

Larry Underwood began his career in Sachse in May 1999 as a Combination Building Inspector. Larry is certified and licensed in many code inspection classifications. He has always been willing to go the extra mile and extends customer service to meet the needs of a fellow employee, a citizen or a builder during their construction project. He has also displayed a love for the City of Sachse by his compassion to make certain that he does his job in accordance with the City adopted codes and regulations. Larry is a dedicated employee who always strives to continuously make a difference in Sachse.

Employee of the Quarter

Cathy Cade is our Employee of the Quarter for April through June 2014. Cathy displays all of the characteristics that the City of Sachse values-professionalism, positive thinking, dependability and integrity. Cathy has stepped up over the past few months taking on extra duties with a can-do attitude while also providing outstanding customer service. We appreciate all that she has done for both the employees and the citizens/customers she has served.

Policy Considerations

None

Budgetary Considerations

None

Staff Recommendations

Staff recommends that the presentations be made by Mayor Felix.



Legislation Details (With Text)

File #: 14-2319 **Version:** 1 **Name:** Recognition of service to the for City for Mr. Stephen Klash.

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

File created: 7/14/2014 **In control:** City Council

On agenda: 7/21/2014 **Final action:**

Title: Recognition of service to the for City for Mr. Stephen Klash.

Executive Summary
Mr. Klash has resigned his seat on the Zoning Board of Adjustments, and this item is to recognize his service to the City.

Sponsors:

Indexes:

Code sections:

Attachments: [S.Klash Recognition.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Recognition of service to the for City for Mr. Stephen Klash.

Executive Summary

Mr. Klash has resigned his seat on the Zoning Board of Adjustments, and this item is to recognize his service to the City.

Background

Mr. Klash has served recently on the Zoning Board of Adjustments. He resigned his seat because he is moving out of state. He is out of town tonight and could not attend the meeting. Plaque will be mailed to him.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Recognition of service to the City for Mr. Stephen Klash.



CERTIFICATE OF APPRECIATION

IN THE NAME AND BY THE AUTHORITY

OF THE CITY OF SACHSE, TEXAS

is presented to

STEPHEN KLASH

In grateful recognition of Outstanding
Public Service faithfully rendered to the
City of Sachse

**BOARD OF ADJUSTMENTS
2011– 2014**

**PRESENTED BY:
MAYOR, CITY COUNCIL AND STAFF
OF THE CITY OF SACHSE, TEXAS
JULY 21, 2014**



Legislation Details (With Text)

File #:	14-2290	Version:	1	Name:	CD - PARKING PD WALMART CC
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	6/26/2014	In control:		In control:	City Council
On agenda:	7/21/2014	Final action:		Final action:	

Title: Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending the Zoning Ordinance and Schedule I Permitted Uses Parking Requirements for Retail Sales / Personal Service Use, as heretofore amended; to grant a change of zoning from a General Commercial (C-2) District to a Planned Development District on an approximately 6.47-acre tract of land, more particularly described in Exhibit "A" and located on the northeast corner of Murphy Road and Blackburn, 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".

Executive Summary

The property owner is requesting a modification to the existing Schedule I. Permitted Uses Parking Requirements for Retail Sales / Personal Service Use in order to permit a reduction in required parking from 1 parking space per 200 square feet (sf) in gross floor area (gfa) to 1 parking space per 250 square feet in gross floor area. All other zoning regulations associated with the existing General Commercial (C-2) zoning district with conditions (Attachment 5) would remain in place as the C-2 district would serve as the base zoning district.

Sponsors:

Indexes:

Code sections:

- Attachments:**
- [CD - PARKING PD WALMART CC - PRESENTATION.pdf](#)
 - [CD - PARKING PD WALMART CC - ATTACHMENT 1.pdf](#)
 - [CD - PARKING PD WALMART CC - ATTACHMENT 2.pdf](#)
 - [CD - PARKING PD WALMART CC - ATTACHMENT 3.pdf](#)
 - [CD - PARKING PD WALMART CC - ATTACHMENT 4.pdf](#)
 - [CD - PARKING PD WALMART CC - ATTACHMENT 5.pdf](#)
 - [CD - PARKING PD WALMART CC - ATTACHMENT 6.pdf](#)
 - [CD - PARKING PD WALMART CC - ATTACHMENT 7.pdf](#)
 - [CD - PARKING PD WALMART CC - DRAFT ORD.pdf](#)
 - [CD - PARKING PD WALMART CC - DRAFT ORD EXHIBIT A.pdf](#)
 - [CD - PARKING PD WALMART CC - DRAFT ORD EXHIBIT B.pdf](#)
 - [CD - PARKING PD WALMART CC - DRAFT ORD EXHIBIT C.pdf](#)
 - [CD - PARKING PD WALMART CC - DRAFT ORD EXHIBIT D.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending the Zoning Ordinance and Schedule I Permitted Uses Parking Requirements for Retail Sales / Personal Service Use, as heretofore amended; to grant a change of zoning from a

General Commercial (C-2) District to a Planned Development District on an approximately 6.47-acre tract of land, more particularly described in Exhibit "A" and located on the northeast corner of Murphy Road and Blackburn, 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".

Executive Summary

The property owner is requesting a modification to the existing Schedule I. Permitted Uses Parking Requirements for Retail Sales / Personal Service Use in order to permit a reduction in required parking from 1 parking space per 200 square feet (sf) in gross floor area (gfa) to 1 parking space per 250 square feet in gross floor area. All other zoning regulations associated with the existing General Commercial (C-2) zoning district with conditions (Attachment 5) would remain in place as the C-2 district would serve as the base zoning district.

Background

The 6.47-acre subject property is generally located on the northeast corner of Murphy Road and Blackburn Road. The property retains a zoning designation of General Commercial (C-2). (See Attachment 1 - Aerial Location Map and Attachment 2 - Zoning Identification Map).

The Developer's Deed Restrictions, executed on July 30, 2013, are the conditions (Attachment 5) as mentioned in the Executive Summary, which place additional requirements on the property upon development, will remain in full force.

The zoning will only encompass the largest of the 3 tracts of land of a 9.599-acre parcel. At the time of preparation of this staff report, the civil plans have been approved and released for the construction of public infrastructure for the Walmart Neighborhood Market, a retail grocery store.

The subject property is bordered by the following uses:

- North: Westgate (Zoning: R-8.4; single family dwellings)
- East: Westgate (Zoning: R-8.4; single family dwellings)
- South: Hilltop Meadows Commercial Phase 1 (Zoning: C-1, bank) and Hilltop Meadows Estates (Zoning: R-2; single family dwellings)
- West: City of Garland - Religious Institution

The Future Land Use designation for the subject property is Commercial / Retail. The proposed Planned Development zoning designation is consistent with the Future Land Use

designation.

The property owner has provided a Letter of Intent (Attachment 3) and a Parking Study (Attachment 4) which offer their justification for the zoning request.

Policy Considerations

As stated in the above “Background” section, the existing zoning district of the subject property is General Commercial (C-2). As part of the proposed Planned Development, the property owner is requesting to maintain all the standards associated with the C-2 zoning district with the one exception that the required parking be reduced from 1 per 200 to 1 per 250.

The parking study provided by the property owner analyzed grocery store sites in the vicinity of Sachse including a large grocery store in Sachse. The study provided parking rate comparisons for retail stores in 8 Metroplex cities, including parking demand observations in like grocery retail stores in cities contiguous with Sachse. Staff took no exceptions to the information provided in the parking study.

Table 2 - Parking Occupancy Observations

<u>Location</u> <u>(Rate)</u>	<u>Store</u>	<u>Size</u>	<u>Observed</u>	<u>Peak</u>	<u>Demand</u>	<u>(Vehicle)</u>	<u>Observed</u>	<u>Peak</u>	<u>Demand</u>
Albertsons per 1,000 SF		64,680	SF		Saturday	-		101	1.56
Murphy			Road		/		FM		544
Kroger per 1,000 SF		123,621	SF		Saturday - 207				1.67
Woodbridge			Pkwy		/		FM		544
Albertsons per 1,000 SF		62,487	SF		Saturday - 77				1.23
Westgate			Way		/		FM		544
Kroger per 1,000 SF		68,555	SF		Saturday - 114				1.66
Murphy			Rd		/		SH		78
Tom Thumb per 1,000 SF		64,711	SF		Saturday - 80				1.24
Firewheel			Pkwy		/		Pleasant		Valley

Studies from area grocery stores of similar size suggest that the requested parking requirement would be sufficient. This is also supported by other regional cities adopting

lower parking requirements. Staff is in support of the requested parking density of 4.0 spaces per 1,000 square feet of grocery store.

Public Notification

Notice of this public hearing was mailed to the property owner and all other property owners within 1,000 feet of the subject property, as indicated by the most recently approved municipal tax roll and as required by Texas Local Government Code and the City of Sachse Code of Ordinances. A total of 187 property owners were notified via mail on June 12, 2014. As of Thursday, July 17, 2014, 4 responses were returned; one in favor and 3 opposed (Attachment 6).

Budgetary Considerations

None.

Staff Recommendations

Staff recommends approval of the zoning request with one condition:

1. The reduced parking requirement of 4 spaces per 1,000 square feet of building floor area shall be restricted to a Retail Grocery Use only.

Planning and Zoning Commission voted 6-0 to recommend approval of this item at their June 23, 2014 meeting.



CITY COUNCIL

JULY 21, 2014

REQUEST

Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending the Zoning Ordinance and Schedule I Permitted Uses Parking Requirements for Retail Sales / Personal Service Use, as heretofore amended; to grant a change of zoning from a General Commercial (C-2) District to a Planned Development (PD-28) District on an approximately 6.47-acre tract of land, more particularly described in Exhibit "A" and located on the northeast corner of Murphy Road and Blackburn 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".



BACKGROUND

AERIAL LOCATION MAP

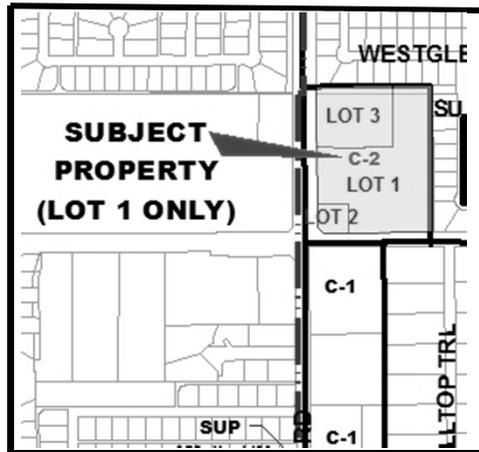


Collin County
Dallas County



BACKGROUND

ZONING MAP



BACKGROUND

SITE INFORMATION

- ❑ Site Area: 6.47 acres
- ❑ Future Land Use: Commercial / Retail
- ❑ Existing Zoning: Commercial-2
- ❑ Proposed Zoning: Planned Development



BACKGROUND

DEVELOPER'S DEED RESTRICTIONS

- ❑ Developer's Deed Restrictions will remain in place.
 - Maximum building height – 30 ft
 - 50 foot wide landscape buffer adjacent to residential properties
 - Maximum lot coverage – 65,000 sf
 - Hours for loading and unloading – 6am to 10pm



BACKGROUND ADJACENT PROPERTY

- **North:** Westgate (*Zoning: R-8.4; single family dwellings*)
- **East:** Westgate (*Zoning: R-8.4; single family dwellings*)
- **South:** Hilltop Meadows Commercial Phase 1 (*Zoning: C-1; Bank*) and Hilltop Meadows Estates (*Zoning: R-2; single family dwellings*)
- **West:** City of Garland - Religious Institution



POLICY CONSIDERATIONS PROPOSED PD STANDARDS

- Maintain current General Commercial (C-2) zoning district.
- Reduce parking requirements from 1 space per 200 square feet of building floor area to 1 per 250.



POLICY CONSIDERATIONS

PARKING STUDY – PARKING RATE COMPARISON

Kimley»Horn



Table 1. Retail Parking Rate Comparison

City	Sachse C-2 General Commercial District	Proposed Parking Supply	Rowlett	McKinney	Carrollton
Land Use Category	General Commercial	Grocery Store	General Retail, 25,000-300,000 SF	Retail store or personal service establishment	Retail, <50,000 SF
Parking Minimum (Spaces / 1,000 SF)	5.0	4.0	3.3	4.0	4.0
Parking Maximum (Spaces / 1,000 SF)	n/a	n/a	n/a	n/a	n/a
Notes	n/a	n/a	n/a	Reductions available for preserving trees	n/a

City	Grapevine	Denton	Fort Worth	Arlington	Dallas
Land Use Category	Shopping Center, 25,000-400,000 SF	General Retail	Retail Sales	Retail stores, shopping centers, and personal service shops	General Merchandise or Food Store, 40,000-100,000 SF
Parking Minimum (Spaces / 1,000 SF)	4.0	3.3	4.0	3.0	4.0
Parking Maximum (Spaces / 1,000 SF)	n/a	n/a	n/a	n/a	n/a
Notes	n/a	n/a	n/a	n/a	Ordinance revised downwards from 5.0 in September 2012



POLICY CONSIDERATIONS

PARKING STUDY – OCCUPANCY OBSERVATIONS

Table 2. Parking Occupancy Observations

Location	Store Size	Observed Peak Demand (veh.)	Observed Peak Demand (Rate)
1. Albertsons Murphy Road / FM 544	64,680 SF	Weekday - 88	1.36 per 1,000 SF
		Saturday - 101	1.56 per 1,000 SF
2. Kroger Woodbridge Pkwy / FM 544	123,621 SF	Weekday - 188	1.52 per 1,000 SF
		Saturday - 207	1.67 per 1,000 SF
3. Albertsons Westgate Way / FM 544	62,487 SF	Weekday - 72	1.15 per 1,000 SF
		Saturday - 77	1.23 per 1,000 SF
4. Kroger Murphy Rd / SH 78	68,555 SF	Weekday - 112	1.63 per 1,000 SF
		Saturday - 114	1.66 per 1,000 SF
5. Tom Thumb Firewheel Pkwy / Pleasant Valley	64,711 SF	Weekday - 87	1.34 per 1,000 SF
		Saturday - 80	1.24 per 1,000 SF
6. Kroger 14th St./Los Rios Blvd.	65,604 SF	Weekday - 100	1.46 per 1,000 SF
		Saturday - n/a	n/a

kimley-horn.com | 12750 Merit Drive, Suite 1000, Dallas, TX 75251

972 770 1300



POLICY CONSIDERATIONS

PARKING STUDY - SUMMARY

Studies from area grocery stores of similar size suggest that the requested parking requirement would be sufficient. This is also supported by other regional cities adopting lower parking requirements. Staff is in support of the requested parking density of 4.0 spaces per 1,000 square feet of grocery store.



PUBLIC NOTIFICATION

FEEDBACK

- Notifications were mailed to 187 property owners within 1,000 feet.
 - 1 returned in favor
 - 3 returned opposed



STAFF RECOMMENDATION

Staff recommends approval of the zoning request with one condition:

1. The reduced parking requirement of 4 spaces per 1,000 square feet of building floor area shall be restricted to a Retail Grocery Use only.

Planning and Zoning Commission voted 6-0 to recommend approval of this item at their June 23, 2014 meeting.





LOT 3

**LOT 1
SUBJECT
PROPERTY
LOT 2 (LOT 1 ONLY)**

WESTSIDE PL

WESTGLEN DR

SUNRISE LN

SOUTHBEND LN

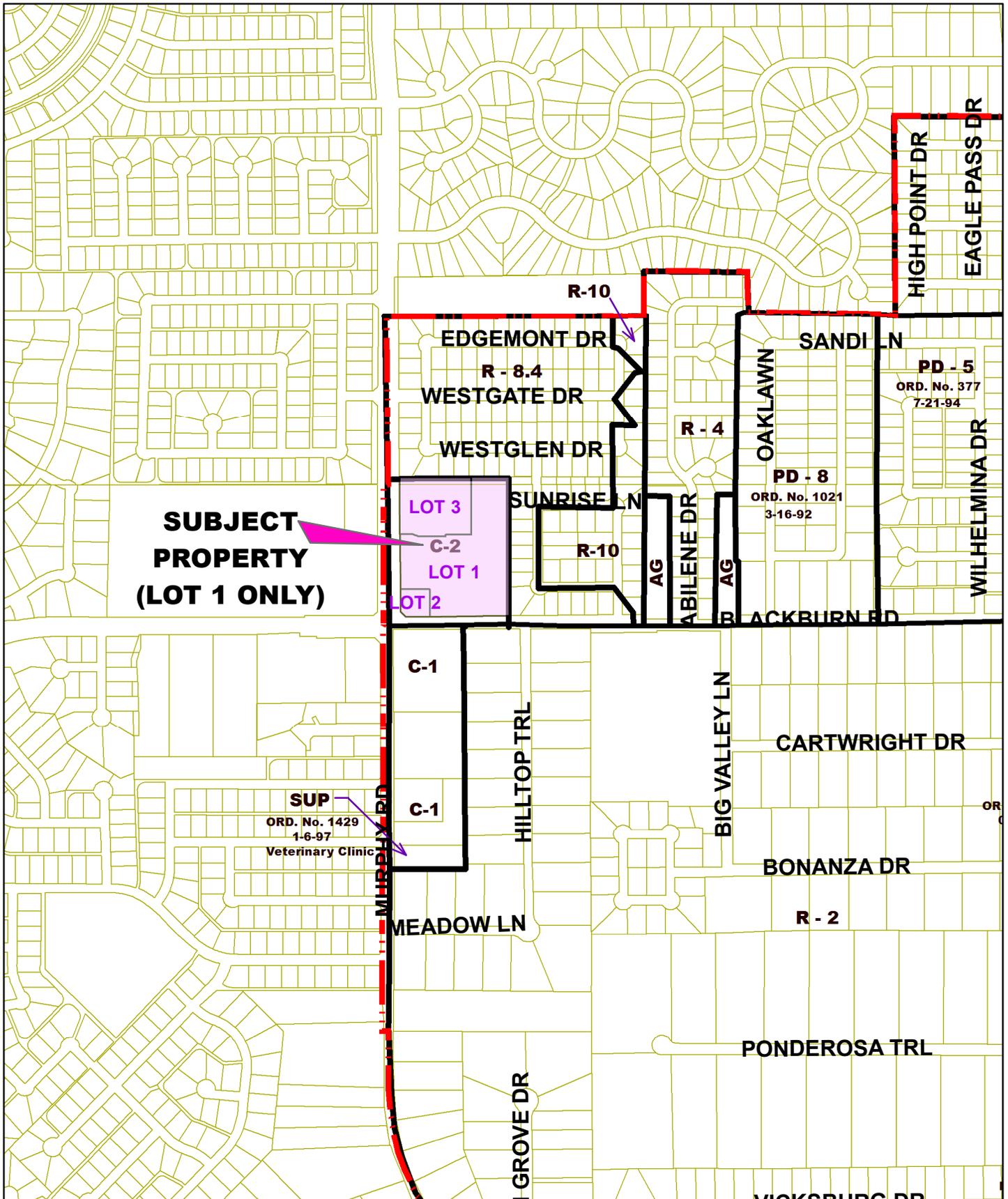
BLACKBURN RD

MURPHY RD

HILLTOP TRL



AERIAL LOCATION MAP
WESTGATE SHOPPING CENTER
FILE: ZO 14-02
Map Created: April 01, 2014



**SUBJECT
PROPERTY
(LOT 1 ONLY)**

LOT 3
C-2
LOT 1
LOT 2

SUP
ORD. No. 1429
1-6-97
Veterinary Clinic

PD - 5
ORD. No. 377
7-21-94

PD - 8
ORD. No. 1021
3-16-92



ZONING IDENTIFICATION MAP
WESTGATE SHOPPING CENTER
FILE: ZO 14-02
Map Created: April 01, 2014

MAR 31 2014

STATEMENT OF INTENT AND PURPOSE

The acreage of the subject property is 6.470 acres, located at the northeast corner of the intersection of Blackburn Road and Murphy Road.

The existing zoning district classification is C-2 General Commercial. The proposed zoning district classification is a new Planned Development District. The Future Land Use Designation of the property is for Commercial/Retail uses.

The reason for the proposed zoning change is to provide for a reduction in required off-street parking for a proposed Wal-Mart Neighborhood Market containing approximately 41,963 square feet of floor area. This requested reduction in off-street parking for the proposed retail use is justified for the reasons specified in the attached Parking Memorandum dated March 28, 2014, prepared by Scot Johnson, P.E., PTOE, of Kimley-Horn and Associates, Inc. The requested reduction in required parking will allow for an enlarged greenbelt adjacent to residential properties; prevent the waste of space and building materials; and reduce impermeable cover, storm water runoff, and the urban heat island effect. Further, by supporting the optimum site planning for the proposed retail use in a manner which is also respectful of the adjacent residential properties, this request is consistent with the Future Land Use designation. The proposed zoning addresses the conditions of an excess of parking otherwise being required, which would result in turn in an excess of pavement, at the expense of the green space to be provided.

The City and other service providers will be able to provide sufficient transportation and utility facilities and services to the subject property, while maintaining sufficient levels of service to existing development. The proposed rezoning is for this self-contained retail development, and will have no adverse impacts on other property in the vicinity of the subject tract. The subject property is suitable for the proposed zoning classification, and the proposed rezoning will ensure that the future use on the subject tract will be compatible in scale with uses on other properties in the vicinity of the subject tract.



May 5, 2014

City of Sachse
3815 Sachse Road
Sachse, TX 75048

RE: *Grocery Store Parking Requirements*

Walmart is proposing to build a 41,839 SF Neighborhood Market grocery store on the northeast corner of Murphy Road and Blackburn Road in Sachse, TX. The site is proposed to provide a parking space supply 4.0 spaces per 1,000 SF. The normal City code requirement for C-2 general commercial districts is 5.0 spaces per 1,000SF. The following letter supports this reduced parking requirement with national research, comparisons with neighboring cities, and local observations of existing grocery stores.

Careful sizing of parking areas to specific uses will prevent the waste of space and building materials that is caused by providing parking that is rarely if ever used. Excessive parking also has negative impacts on often-hidden issues like walkable design, water runoff, and urban heat island effects. Most sources now cite recommended retail parking ratios below the old standard of 5 spaces per 1,000 SF.

NATIONAL RESEARCH

The Urban Land Institute's *Shared Parking* manual recommends 3.6 spaces per 1,000 SF for community shopping center sites on weekdays, and 4 per 1,000 SF on weekends. These recommendations include holiday shopping traffic. The Institute of Transportation Engineers (ITE) *Parking Generation 4th Edition* shows observed demands at suburban grocery stores averaging 3.78 spaces per 1,000 SF on weekdays. Weekend observations were average 3.92 spaces per 1,000 SF. This national research shows that the proposed 4.0 spaces per 1,000 SF still provides an functional parking supply.

COMPARABLE CITY STANDARDS

Many nearby municipalities have minimum parking requirements for retail or grocery store uses in the 3.0 to 4.0 spaces per 1,000 SF range, some of which are shown in **Table 1**. For example, Dallas recently reduced its parking requirement for retail stores in this size from 5.0 to 4.0 spaces per 1,000 SF.

Table 1. Retail Parking Rate Comparison

City	Sachse C-2 General Commercial District	Proposed Parking Supply	Rowlett	McKinney	Carrollton
Land Use Category	General Commercial	Grocery Store	General Retail, 25,000-300,000 SF	Retail store or personal service establishment	Retail, <50,000 SF
Parking Minimum (Spaces / 1,000 SF)	5.0	4.0	3.3	4.0	4.0
Parking Maximum (Spaces / 1,000 SF)	n/a	n/a	n/a	n/a	n/a
Notes	n/a	n/a	n/a	Reductions available for preserving trees	n/a

City	Grapevine	Denton	Fort Worth	Arlington	Dallas
Land Use Category	Shopping Center, 25,000-400,000 SF	General Retail	Retail Sales	Retail stores, shopping centers, and personal service shops	General Merchandise or Food Store, 40,000-100,000 SF
Parking Minimum (Spaces / 1,000 SF)	4.0	3.3	4.0	3.0	4.0
Parking Maximum (Spaces / 1,000 SF)	n/a	n/a	n/a	n/a	n/a
Notes	n/a	n/a	n/a	n/a	Ordinance revised downwards from 5.0 in September 2012

PARKING DEMAND OBSERVATIONS

Six existing grocery store sites in the vicinity of Sachse were selected to be observed to determine weekday and Saturday parking demands. A map of the locations is attached. The stores were as follows:

1. Albertsons – 150 E. FM 544, Murphy, TX 75094
2. Kroger – 2608 W. FM 544, Wylie, TX 75098
3. Albertsons – 921 Westgate Way, Wylie, TX 75098
4. Kroger - 5190 SH 78, Sachse, TX 75048
5. Tom Thumb – 2535 Firewheel Pkwy., Garland, TX 75040
6. Kroger – 4017 14th Street, Plano, TX 75074 (weekday only)

Each site was observed each hour during the weekday Midday peak, from 11 AM to 2 PM and again during the PM commuter peak from 4 PM to 6 PM. The sites were also observed

for the weekend peak from 11 AM to 2 PM. The observations were conducted on Thursday, April 24th, Saturday, April 26th, and Tuesday, April 30th. A total of 65 observations were made across the sites.

Hourly observations were conducted by taking a physical count of vehicles parked in the grocery store parking lots. Any atypical conditions affecting parking operations were noted. In all aspects, the observed grocery store sites appeared to be operating in a typical fashion. The ample parking on each site meant that all customers could be accommodated easily on the site, and thus the true parking demand could be observed. A data sheet for each location is attached.

All the grocery store sites had some form of in-line or pad commercial uses (retail or restaurant) within the site. To ensure a conservatively-high count of grocery store parking demand, an aggressive portion of the available parking was assigned to the grocery store. Therefore, the occupancy counts likely include a few vehicles which are actually customers of the other commercial uses. The boundaries of the area considered to be grocery store spaces is shown on the aerial photos which go along with each site data sheet.

The floor area of each grocery store was found from tax records. Using the highest observed parking demand for the weekday and Saturday time periods, the observed parking demands in spaces per 1,000 SF were calculated for each site. **Table 2** shows the resulting observed demands for weekdays and weekends.

Table 2. Parking Occupancy Observations

Location	Store Size	Observed Peak Demand (veh.)	Observed Peak Demand (Rate)
1. Albertsons Murphy Road / FM 544	64,680 SF	Weekday - 88	1.36 per 1,000 SF
		Saturday - 101	1.56 per 1,000 SF
2. Kroger Woodbridge Pkwy / FM 544	123,621 SF	Weekday - 188	1.52 per 1,000 SF
		Saturday - 207	1.67 per 1,000 SF
3. Albertsons Westgate Way / FM 544	62,487 SF	Weekday - 72	1.15 per 1,000 SF
		Saturday - 77	1.23 per 1,000 SF
4. Kroger Murphy Rd / SH 78	68,555 SF	Weekday - 112	1.63 per 1,000 SF
		Saturday - 114	1.66 per 1,000 SF
5. Tom Thumb Firewheel Pkwy / Pleasant Valley	64,711 SF	Weekday - 87	1.34 per 1,000 SF
		Saturday - 80	1.24 per 1,000 SF
6. Kroger 14th St./Los Rios Blvd.	65,604 SF	Weekday - 100	1.46 per 1,000 SF
		Saturday - n/a	n/a

The observations show that parking demands at the local grocery stores are significantly lower than the national research would expect to find. The highest observed demand was 1.66 vehicles per 1,000 SF, and most observations were much lower. There are several potential reasons for this low demand, such as competition from the large number of grocery stores and big-box stores within the local area. All of the observed sites are over 60,000 SF, which is on the large side for grocery stores when compared to the average of 32,000 to 36,000 SF in ITE *Parking Generation*. Unfortunately, no conventional grocery stores of smaller sizes were available in the study area. Whatever the reason, the observed parking demand at local grocery stores is much lower than the parking supply on each site.

SUMMARY

With observed parking demand of lower than 2.0 vehicles per 1,000 SF for nearby grocery stores, it is clear that the proposed parking requirement of 4.0 spaces per 1,000 SF will provide an ample parking supply for the proposed Neighborhood Market grocery store. The 4.0 requirement is also supported by national research and matches or is higher than the requirement of many nearby municipalities. We recommend the modification of the parking requirement to be 4.0 spaces per 1,000 SF of grocery store.

Sincerely,



Scot A. Johnson, P.E., PTOE
Project Manager

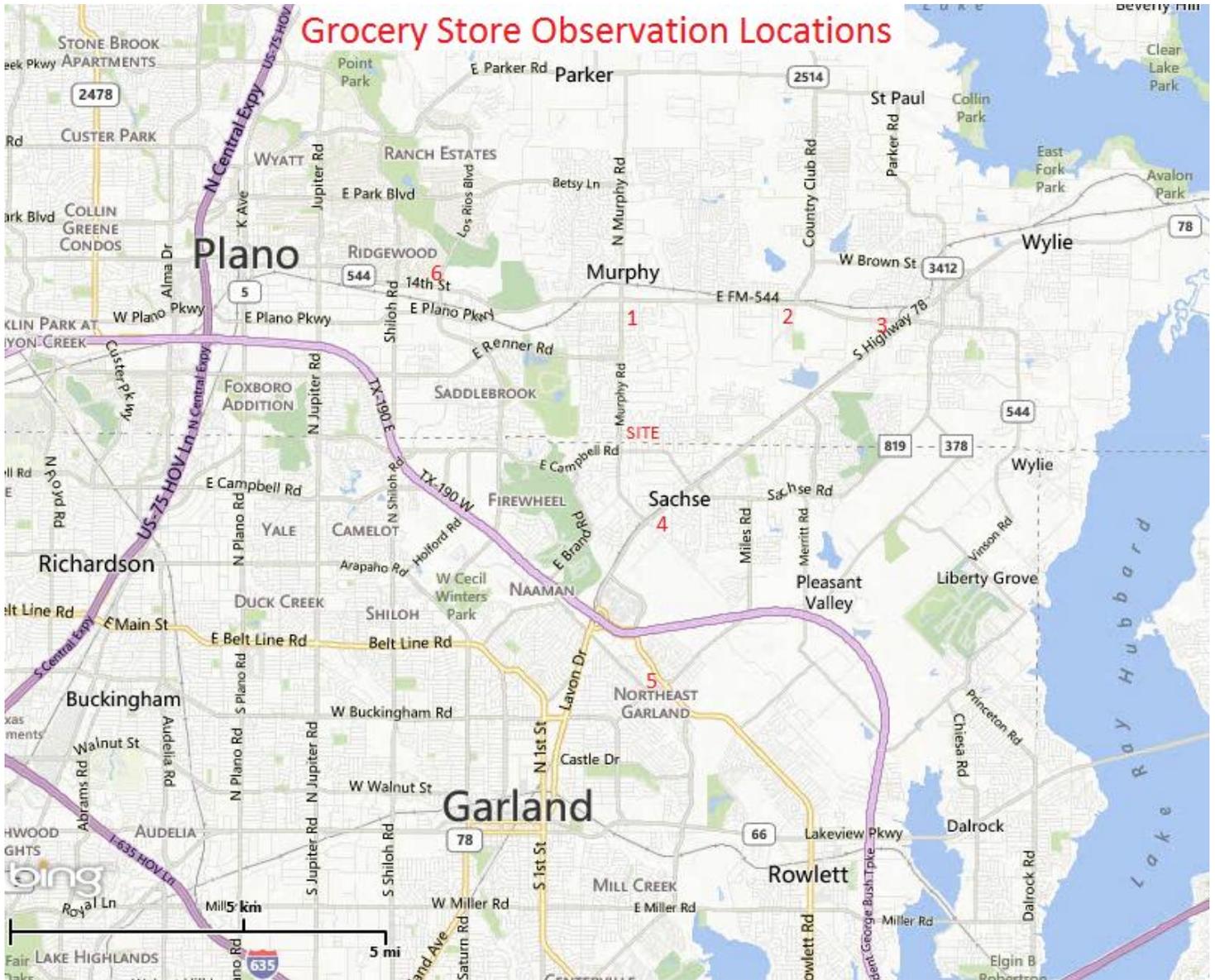
Attachments: Map of Area Showing Proposed Site and Observation Locations

For Each of Six Sites:

Parking Demand Survey Form

Aerial Photo with Parking Catchment Area Marked

Grocery Store Observation Locations





**Kimley-Horn
and Associates, Inc.**

Parking Demand Survey Form

#1 - Albertsons, Murphy Road / FM 544

Land Use Code*

Name of Site

Brief Description of Site

Transit*

Area*

TMP*

City

State Country

Site Size*

Units*

Occupancy*

Land Use

Site Size

Units

Occupancy

Site Size

Units

Occupancy

Site Size

Units

Occupancy

Number of Parking Spaces Provided at Site From site plan

OCCUPANCY

Date Day	4/24/2014		4/26/2014		4/30/2014	
	Thursday		Saturday		Wednesday	
	Occupied Spaces	Demand spaces/KSF	Occupied Spaces	Demand spaces/KSF	Occupied Spaces	Demand spaces/KSF
12 Mid						
1:00 AM						
2:00 AM						
3:00 AM						
4:00 AM						
5:00 AM						
6:00 AM						
7:00 AM						
8:00 AM						
9:00 AM						
10:00 AM						
11:00 AM	54	0.83	98	1.52		
12 Noon	66	1.02	101	1.56		
1:00 PM	77	1.19	96	1.48		
2:00 PM	67	1.04	99	1.53		
3:00 PM						
4:00 PM					86	1.33
5:00 PM					88	1.36
6:00 PM					86	1.33
7:00 PM						
8:00 PM						
9:00 PM						
10:00 PM						
11:00 PM						

Person

Phone

Fax

Email

Notes

Organization

Albertsons - 150 E. FM 544, Murphy



544

544

2551

544

Rolling O

Hawthorne Dr

Woodlake Dr

NCTCOG

Elm Crest Dr

S Murphy Rd

N

S Murphy Rd

bing

100m

Plano

400 ft



**Kimley-Horn
and Associates, Inc.**

Parking Demand Survey Form

#2 - Kroger, Woodbridge Pkwy / FM 544

Land Use Code*

Name of Site

Brief Description of Site

Transit*

Area*

TMP*

City

State Country

Site Size*

Units*

Occupancy*

Land Use

Site Size

Units

Occupancy

Site Size

Units

Occupancy

Site Size

Units

Occupancy

Number of Parking Spaces Provided at Site From site plan

OCCUPANCY

Date Day	4/24/2014		4/26/2014		4/30/2014	
	Thursday		Saturday		Wednesday	
	Occupied Spaces	Demand spaces/KSF	Occupied Spaces	Demand spaces/KSF	Occupied Spaces	Demand spaces/KSF
12 Mid						
1:00 AM						
2:00 AM						
3:00 AM						
4:00 AM						
5:00 AM						
6:00 AM						
7:00 AM						
8:00 AM						
9:00 AM						
10:00 AM						
11:00 AM	185	1.50	196	1.59		
12 Noon	188	1.52	184	1.49		
1:00 PM	174	1.41	195	1.58		
2:00 PM	148	1.20	207	1.67		
3:00 PM						
4:00 PM					153	1.24
5:00 PM					154	1.25
6:00 PM					161	1.30
7:00 PM						
8:00 PM						
9:00 PM						
10:00 PM						
11:00 PM						

Person Organization

Phone

Fax

Email

Notes

W Farm to Market Rd 544

544

544

Kroger - 2608 W. FM 544, Wylie



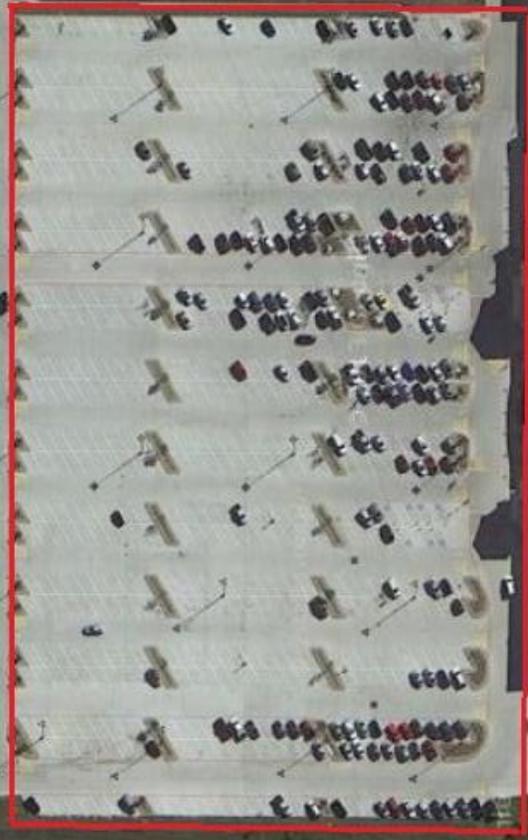
Security Ct

Security Ct

Security Ct

200 ft
50 m

Woodbridge Pkwy





**Kimley-Horn
and Associates, Inc.**

Parking Demand Survey Form

#3 - Albertsons, Westgate Way / FM 544

Land Use Code*

Name of Site

Brief Description of Site

Transit*

Area*

TMP*

City

State Country

Site Size*

Units*

Occupancy*

Land Use

Site Size

Units

Occupancy

Site Size

Units

Occupancy

Site Size

Units

Occupancy

Number of Parking Spaces Provided at Site From site plan

OCCUPANCY

Date Day	4/24/2014		4/26/2014		4/30/2014	
	Thursday		Saturday		Wednesday	
	Occupied Spaces	Demand spaces/KSF	Occupied Spaces	Demand spaces/KSF	Occupied Spaces	Demand spaces/KSF
12 Mid						
1:00 AM						
2:00 AM						
3:00 AM						
4:00 AM						
5:00 AM						
6:00 AM						
7:00 AM						
8:00 AM						
9:00 AM						
10:00 AM						
11:00 AM	33	0.53	68	1.09		
12 Noon	67	1.07	76	1.22		
1:00 PM	60	0.96	77	1.23		
2:00 PM	55	0.88	74	1.18		
3:00 PM						
4:00 PM					51	0.82
5:00 PM					72	1.15
6:00 PM					63	1.01
7:00 PM						
8:00 PM						
9:00 PM						
10:00 PM						
11:00 PM						

Person

Phone

Fax

Email

Notes

Organization

Albertsons - 921 Westgate Way, Wylie



50 m
200 ft

bing

NCTCOG



**Kimley-Horn
and Associates, Inc.**

Parking Demand Survey Form

#4 - Kroger, Murphy Road / SH 78

Land Use Code*

Name of Site

Brief Description of Site

Transit*
 Area*
 TMP*

City

State Country

Site Size*
 Site Size
 Site Size
 Site Size

Units*	Occupancy*	Land Use
<input type="text" value="GSF"/>	<input type="text" value="100%"/>	
<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	

Number of Parking Spaces Provided at Site From site plan

OCCUPANCY

Date Day	4/24/2014		4/26/2014		4/30/2014	
	Thursday		Saturday		Wednesday	
	Occupied Spaces	Demand spaces/KSF	Occupied Spaces	Demand spaces/KSF	Occupied Spaces	Demand spaces/KSF
12 Mid						
1:00 AM						
2:00 AM						
3:00 AM						
4:00 AM						
5:00 AM						
6:00 AM						
7:00 AM						
8:00 AM						
9:00 AM						
10:00 AM						
11:00 AM	90	1.31	91	1.33		
12 Noon	94	1.37	103	1.50		
1:00 PM	89	1.30	114	1.66		
2:00 PM	110	1.60	101	1.47		
3:00 PM						
4:00 PM	105	1.53			112	1.63
5:00 PM					111	1.62
6:00 PM					92	1.34
7:00 PM						
8:00 PM	84	1.23				
9:00 PM						
10:00 PM						
11:00 PM						

Person Organization
 Phone
 Fax
 Email
 Notes



Kimley-Horn and Associates, Inc.

Parking Demand Survey Form

#5 - Tom Thumb, Firewheel Pkwy / Pleasant Valley

Land Use Code*

Name of Site

Brief Description of Site

Transit*
 Area*
 TMP*

City
 State Country

Site Size*
 Site Size
 Site Size
 Site Size

Units* Occupancy*
 Units Occupancy
 Units Occupancy
 Units Occupancy

Land Use

Number of Parking Spaces Provided at Site From site plan

OCCUPANCY

Date Day	4/24/2014		4/26/2014		4/30/2014		
	Thursday		Saturday		Wednesday		
	Occupied Spaces	Demand spaces/KSF	Occupied Spaces	Demand spaces/KSF	Occupied Spaces	Demand spaces/KSF	
12 Mid							
1:00 AM							
2:00 AM							
3:00 AM							
4:00 AM							
5:00 AM							
6:00 AM							
7:00 AM							
8:00 AM							
9:00 AM							
10:00 AM							
11:00 AM	59	0.91	76	1.17			
12 Noon	61	0.94	72	1.11			
1:00 PM	60	0.93	80	1.24			
2:00 PM	62	0.96	71	1.10			
3:00 PM	62	0.96					
4:00 PM					72	1.11	
5:00 PM					75	1.16	
6:00 PM					87	1.34	
7:00 PM							
8:00 PM	39	0.60					
9:00 PM							
10:00 PM							
11:00 PM							

Person
 Phone
 Fax
 Email
 Notes

Organization

Tom Thumb - 2535 Firewheel Pkwy., Garland



bing

100m
400ft

Naaman Scho Rd

Pleasant Valley Rd

Firewheel Pkwy

Firewheel Pkwy

Country Cr

Pleasant Valley Rd

NCTCOG



**Kimley-Horn
and Associates, Inc.**

Parking Demand Survey Form

#6 - Kroger, 14th Street / Los Rios

Land Use Code*

Name of Site

Brief Description of Site

Transit*
 Area*
 TMP*

City

State Country

Site Size*
 Site Size
 Site Size
 Site Size

Units*	Occupancy*	Land Use
<input type="text" value="GSF"/>	<input type="text" value="100%"/>	
<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	

Number of Parking Spaces Provided at Site From site plan
 20 ADA spaces from site plan

OCCUPANCY

Date	4/24/2014		4/30/2014			
Day	Thursday		Wednesday			
	Demand		Demand			
	spaces/KSF		spaces/KSF			
12 Mid						
1:00 AM						
2:00 AM						
3:00 AM						
4:00 AM						
5:00 AM						
6:00 AM						
7:00 AM						
8:00 AM						
9:00 AM						
10:00 AM						
11:00 AM	78	1.14				
12 Noon	94	1.37				
1:00 PM	84	1.23				
2:00 PM	76	1.11				
3:00 PM						
4:00 PM			97	1.41		
5:00 PM			100	1.46		
6:00 PM						
7:00 PM						
8:00 PM						
9:00 PM						
10:00 PM						
11:00 PM						

Person Organization
 Phone
 Fax
 Email
 Notes



Kroger - 4017 14th Street, Plano

bing

100m
400ft

← 14th St →

Los Rios Blvd

Los Rios Blvd

Los Rios Blvd

14th St

14th St

14th St

14th St

Seguindo Ln

La Paz Ct

La Paz Ct

Ridge Rock Dr

Ridge Gate Dr

Ridge Meadow Dr

Montour Ln

NCTCOG

DEED RESTRICTIONS

I.

The undersigned, PLANO ARS LP, a Texas limited partnership (“Owner”), is the owner of an approximate 9.599 acre tract of land out of the Daniel Herring Survey, Abstract No. 402, City of Sachse, Texas (the “City”), Dallas County and Collin County, Texas, and being that same tract of land more particularly described in Exhibit “A”, which is attached hereto for all purposes (the “Property”).

II.

Owner does hereby impress all of the Property with the following deed restrictions (“restrictions”), to wit:

1. Maximum Building Height: The maximum building height is thirty (30’) feet except the following architectural features may project a maximum of 12 feet above the maximum structure height: towers, turrets, lighting fixtures, bulkheads, mechanical equipment, ornamental cupolas or domes, skylights, parapet walls, visual screens which surround roof-mounted equipment, and other similar architectural features.
2. Buffer Adjacent to Residential Properties: A vegetative buffer measuring no less than fifty (50’) feet in width shall be provided along contiguous residential lots.
3. Maximum Lot Coverage: The maximum lot coverage for the Property is 65,000 square feet. For purposes of these restrictions, “lot coverage” is defined as the area of the Property covered by the largest floor of a building or structure, including garages and accessory buildings, but excluding uncovered patios, walkways, driveways, parking lots, unsupported roof overhangs and other architectural projections.
4. Hours for Loading and Unloading: No loading or unloading may be conducted between the hours of 10:00 PM and 6:00 AM.

III.

These restrictions shall continue in full force and effect for a period of 20 years from the date of execution, and shall automatically be extended for additional periods of 10 years unless amended or terminated in the manner specified in this document.

IV.

These restrictions may be amended or terminated as to any portion of the Property, upon application to the City by the current owner of that portion of the Property, without the concurrence of the owners of the remaining portion of the Property. These restrictions may be amended or terminated only after a public hearing before the City Planning and Zoning Commission and a public hearing before and approval by the City Council of the City. Notice of

the public hearings must be given as would be required by law for a zoning change on the Property. The amending or terminating instrument must be approved as to form by the attorney of the City. If the City Council approves an amendment or termination of these restrictions, Owner must then file the amending or terminating instrument in the Deed Records of the county or counties where the Property is located at his or her sole cost and expense before the amendment or termination becomes effective.

V.

These restrictions are not intended to restrict the right of the City Council of the City to exercise its legislative duties and powers insofar as zoning of the Property is concerned.

VI.

Owner agrees that these restrictions inure to the benefit of the City. Owner hereby grants the City the right to enforce these restrictions by any lawful means, including filing an action in a court of competent jurisdiction, at law or in equity, against the person violating or attempting to violate these restrictions, either to prevent the violation or to require its correction. If the City substantially prevails in a legal proceeding to enforce these restrictions, the City shall be entitled to recover damages, reasonable attorney's fees, and court costs. For further remedy the City may withhold any certificate of occupancy or final inspection necessary for the lawful use of the Property until these restrictions are complied with. The right of the City to enforce these restrictions shall not be waived, expressly or otherwise.

VII.

Owner shall defend, indemnify, and hold harmless the City from and against all claims or liabilities arising out of or in connection with Owner's use of the Property pursuant to the provisions of this document.

VIII.

The provisions of this document are hereby declared covenants running with the land and are fully binding on all successors, heirs, and assigns of Owner who acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part thereof, thereby agrees and covenants to abide by and fully perform the provisions of this document. Notwithstanding anything to the contrary contained in this document, upon a sale or other transfer of Owner's or any subsequent owner's interest in all or any portion of the Property, the obligations of Owner or any such subsequent transferor of the Property, as applicable, under this document, including, without limitation, those set forth in Article VII above, shall terminate as of the date of such sale or other transfer with respect to the portion of the Property so sold, and the City shall look solely to the then current owner of the Property or portion thereof for the satisfaction of any obligations on the part of the owner of the Property to be performed under this Agreement.

IX.

Unless stated otherwise in this document, the definitions and provisions of the City's Zoning Ordinance, as amended, apply and are incorporated into this document as if recited in this document.

X.

Owner understands and agrees that this document shall be governed by the laws of the State of Texas.

XI.

Owner certifies and represents that there are no mortgages or liens, other than liens for ad valorem taxes, against the Property if there are no signatures of mortgagees or lienholders subscribed below.

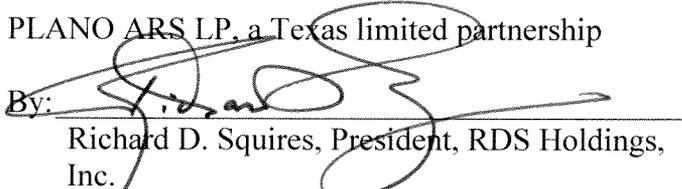
XII.

The invalidation of any provision in this document by any court shall in no way affect any other provision, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

EXECUTED this the 30th day of July, 2013.

OWNER

PLANO ARS LP, a Texas limited partnership

By: 

Richard D. Squires, President, RDS Holdings, Inc.

The General Partner of RS II, LP which is
The General Partner of Plano ARS, LP

APPROVED AS TO FORM:
Peter G. Smith, City Attorney

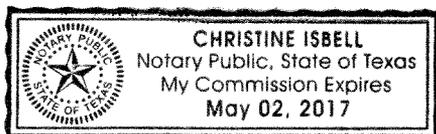
By: _____
Peter G. Smith

STATE OF Texas §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on July 30th, 2013, by Richard D. Squires, President of RDS Holdings, Inc., as the General Partner of RS II, LP, as the General Partner Plano ARS, LP, on behalf of said corporation and limited partnerships.



Christine Isbell
Notary Public, State of Texas

EXHIBIT "A"

DESCRIPTION OF PROPERTY SURVEYED:

Being a tract of land situated in the Daniel Herring Survey, Abstract No. 402, Dallas County, and the Daniel Herring Survey, Abstract No. 626, Collin County, Texas, and in the City of Sachse, and being a portion of a called 48.302 acre tract of land described in the deed to Plano ARS, L.P., recorded in Volume 96138, Page 6886, Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at the southeast corner of the herein described tract of land at a ½" iron rod found in the north right-of-way line of Blackburn Road at the southwest corner of Lot 20 in Block D of the Westgate addition according to the plat thereof recorded in Cabinet K, Slide 137, Map Records of Collin County, Texas, and Volume 98008, Page 1343, said Deed Records of Dallas County, said point of beginning also being the eastern-most northeast corner of a called 0.8035 right-of-way dedication to County of Dallas recorded in Volume 2005063, Page 7846, Official Public Records of Dallas County, Texas, and the northwest corner of a 25 foot wide right-of-way dedication by said Westgate addition;

THENCE South 89°47'39" West, with the north right-of-way line of Blackburn Road according to said 0.8035 acre right-of-way dedication a distance of 549.38 feet to a 5/8" iron rod with plastic cap stamped "BHB INC" found for corner at a corner clip at the intersection of the north right-of-way line of Blackburn Road and the east right-of-way line of Murphy Road and which bears North 80°36'25" West a distance of 3.10 feet from a ½" iron rod found for witness;

THENCE North 45°21'20" West, with said corner clip a distance of 38.80 feet to a 5/8" iron rod with plastic cap stamped "BHB INC" found for corner in the east right-of-way line of Murphy Road according to said 0.8035 acre right-of-way dedication;

THENCE North 0°08'32" West, with the east right-of-way line of Murphy Road according to said 0.8035 acre right-of-way dedication, a distance of 199.48 feet to a 5/8" iron rod with plastic cap found for corner at an angle point in the east right-of-way line of Murphy Road and which bears North 04°55'07" West a distance of 3.78 feet from a ½" iron rod with plastic cap stamped "CSC 4252" found for witness;

THENCE North 0°17'46" West, continuing with the east right-of-way line of Murphy Road according to said 0.8035 acre right-of-way dedication, a distance of 496.93 feet to a 5/8" iron rod with plastic cap stamped "BHB INC" found for corner at the southwest corner of Lot 4 in Block D of said Westgate addition, common to the northern-most northeast corner of said 0.8035 acre right-of-way dedication, common to the southeast corner of a 25 foot wide right-of-way dedication by said Westgate addition, and which bears North 50°32'04" East a distance of 1.10 feet from a ½" iron rod with plastic cap stamped "RPLS 2826" found for witness;

THENCE North 89°47'56" East, with a south line of Block D, in said Westgate addition, passing en route at a distance of 529.70 feet a ½" iron rod found for witness at the southwest corner of Lot 10 in Block D of said Westgate addition, and continuing on said course a total distance of 579.98 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner at the northwest corner of Lot 12 in Block D of said Westgate addition and at a re-entrant corner of said Block D;

THENCE South 0°00'19" East, with a west line of Block D, in said Westgate addition, passing en route at a distance of 146.67 feet a ½" iron rod found for witness at the northwest corner of

Lot 14 in Block D of said Westgate addition, and continuing on said course a total distance of 723.73 feet to the **POINT OF BEGINNING** and containing 9.599 acres (418128 square feet) of land, more or less.

Bearings and distances are based upon Texas State Plane Coordinates, North Central Zone 4202, NAD83. The bearings shown are Grid values. The distances shown are Surface values. To convert the distances to Grid values, multiply the distances by a Combined Scale Factor of 0.999848523.



JUN 11 2014

**Community Development
Department**

NOTICE OF PUBLIC HEARING

TO: Property Owner
DATE: June 12, 2014
RE: Zoning Application for a Rezoning to Plan Development District
LOCATION: The subject property is located at 6750 Murphy Road, Lot 1, Block A, Westgate Shopping Center. (A location map depicting the 1,000-foot notification area is attached for reference.)

EXPLANATION OF REQUEST: The applicant is requesting to rezone the property to a Plan Development district from its current zoning designation of C-2 General Commercial zoning district to C-2 General Commercial zoning district and to reduce parking requirements for a Walmart Neighborhood Market. This is a retail sales use associated with this request; which is permitted in the C-2 General Commercial zoning district.

- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
- I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: _____

SIGNATURE: Gilman Urpan
PRINTED NAME: Gilman Urpan
ADDRESS: 1205 Edgemont Drive, Sachse 75048

Your written comments are being solicited in the above case. Additional information is available through the Community Development Department located at 3815-B Sachse Road. The Planning and Zoning Commission will hold a public hearing and offer a formal recommendation of the above request at 7:00pm on Monday, June 23, 2014. The City Council will hold a public hearing and consider approval of an Ordinance amending the Planned Development at 7:30pm on Monday, July 21, 2014. Both meetings will be conducted in the City Council Chambers, located at 3815-B Sachse Road, Sachse, Texas.

Any owner of property subject to a proposed rezoning or affected by a proposed rezoning may protest the rezoning by filing a written protest (this form is sufficient) with the Director of Community Development within the time specified above. The protest shall object to the zoning map amendment, contain a legal description of the property on behalf of which the protest is made, and be signed by the owner of the property. If protests in the form of opposition are

TIME RECEIVED

June 20, 2014 11:36:53 AM CDT

REMOTE CSID

9724128660

DURATION

46

PAGES

1

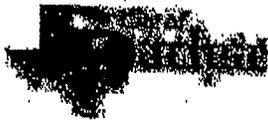
STATUS

Received

06/20/2014 11:34 FAX 9724128660

001/001

JUN 20 2014



Community Development Department

NOTICE OF PUBLIC HEARING

TO: Property Owner
DATE: June 12, 2014
RE: Zoning Application for a Rezoning to Plan Development District
LOCATION: The subject property is located at 6750 Murphy Road, Lot 1, Block A, Westgate Shopping Center. (A location map depicting the 1,000-foot notification area is attached for reference.)

EXPLANATION OF REQUEST: The applicant is requesting to rezone the property to a Plan Development district from its current zoning designation of C-2 General Commercial zoning district to C-2 General Commercial zoning district and to reduce parking requirements for a Walmart Neighborhood Market. This is a retail sales use associated with this request; which is permitted in the C-2 General Commercial zoning district.

- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
- I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Traffic in and out, in spite of any improvement on Block A, will be heavy enough as is without people coming for a parking place.

SIGNATURE: Charles W. Sprague
PRINTED NAME: Charles W. Sprague / Penni Marie Sprague
ADDRESS: 1406 West of on Drive, Sachse, TX

Your written comments are being solicited in the above case. Additional information is available through the Community Development Department located at 8815-B Sachse Road. The Planning and Zoning Commission will hold a public hearing and offer a formal recommendation of the above request at 7:00pm on Monday, June 23, 2014. The City Council will hold a public hearing and consider approval of an Ordinance amending the Planned Development at 7:30pm on Monday, July 21, 2014. Both meetings will be conducted in the City Council Chambers, located at 8815-B Sachse Road, Sachse, Texas.

Any owner of property subject to a proposed rezoning or affected by a proposed rezoning may protest the rezoning by filing a written protest (this form is sufficient) with the Director of Community Development within the time specified above. The protest shall object to the zoning map amendment, contain a legal description of the property on behalf of which the protest is made, and be signed by the owner of the property. If protests in the form of opposition are received from property owners within 200 feet of the subject property, or the property owners own a combined minimum of 20 percent or more of the land area, approval by the City Council shall only occur with a concurring vote of at least three-fourths of the full membership of the City Council.

If you have any questions concerning this request, please contact the Community Development Department.
 Phone: (469) 429-4781
 Email: mspencer@cityofsachse.com

RETURN BY FAX OR MAIL
 City of Sachse Community Development Dept.
 8815-B Sachse Road
 Sachse, TX 75048



Community Development Department

NOTICE OF PUBLIC HEARING

TO: Property Owner
DATE: June 12, 2014
RE: Zoning Application for a Rezoning to Plan Development District
LOCATION: The subject property is located at 6750 Murphy Road, Lot 1, Block A, Westgate Shopping Center. (A location map depicting the 1,000-foot notification area is attached for reference.)

EXPLANATION OF REQUEST: The applicant is requesting to rezone the property to a Plan Development district from its current zoning designation of C-2 General Commercial zoning district to C-2 General Commercial zoning district and to reduce parking requirements for a Walmart Neighborhood Market. This is a retail sales use associated with this request; which is permitted in the C-2 General Commercial zoning district.

I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
 I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: I do not want overflow parking on my street (Hilltop Trail)
I do not want cut through traffic in Hinzers Abadaw
SIGNATURE: James P. Holland
PRINTED NAME: JAMES P. HOLLAND
ADDRESS: 6403 HILLTOP TRAIL STE 15 75048

Your written comments are being solicited in the above case. Additional information is available through the Community Development Department located at 3815-B Sachse Road. The Planning and Zoning Commission will hold a public hearing and offer a formal recommendation of the above request at 7:00pm on Monday, June 23, 2014, 2014. The City Council will hold a public hearing and consider approval of an Ordinance amending the Planned Development at 7:30pm on Monday, July 21, 2014. Both meetings will be conducted in the City Council Chambers, located at 3815-B Sachse Road, Sachse, Texas.

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If you have any questions concerning this request, please contact the Community Development Department.
 Phone: (469) 429-4781
 Email: mspencer@cityofsachse.com

RETURN BY FAX OR MAIL
 City of Sachse Community Development Dept.
 3815-B Sachse Road
 Sachse, TX 75048

TIME RECEIVED
June 17, 2014 10:24:55 AM CDT

REMOTE CSID

DURATION
84 PAGES
2

STATUS
Received

06/17/2014 09:24 Tom D'Jock

(FAX)

P.001/002



Community Development Department

NOTICE OF PUBLIC HEARING

TO: Property Owner
 DATE: June 12, 2014
 RE: Zoning Application for a Rezoning to Plan Development District
 LOCATION: The subject property is located at 6750 Murphy Road, Lot 1, Block A, Westgate Shopping Center. (A location map depicting the 1,000-foot notification area is attached for reference.)

EXPLANATION OF REQUEST: The applicant is requesting to rezone the property to a Plan Development district from its current zoning designation of C-2 General Commercial zoning district to C-2 General Commercial zoning district and to reduce parking requirements for a Walmart Neighborhood Market. This is a retail sales use associated with this request; which is permitted in the C-2 General Commercial zoning district.

- I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
- I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: I need to go to the public hearing
My concerns what will touch traffic to
the area and streets.

SIGNATURE: Thomas J. D'Jock
 PRINTED NAME: Thomas J. D'Jock
 ADDRESS: 6404 Hilltop Trail Sachse 75048

Your written comments are being solicited in the above case. Additional information is available through the Community Development Department located at 3815-B Sachse Road. The Planning and Zoning Commission will hold a public hearing and offer a formal recommendation of the above request at 7:00pm on Monday, June 23, 2014, 2014. The City Council will hold a public hearing and consider approval of an Ordinance amending the Planned Development at 7:30pm on Monday, July 21, 2014. Both meetings will be conducted in the City Council Chambers, located at 3815-B Sachse Road, Sachse, Texas.

Any owner of property subject to a proposed rezoning or affected by a proposed rezoning may protest the rezoning by filing a written protest (this form is sufficient) with the Director of Community Development within the time specified above. The protest shall object to the zoning map amendment, contain a legal description of the property on behalf of which the protest is made, and be signed by the owner of the property. If protests in the form of opposition are received from property owners within 200 feet of the subject property, or the property owners own a combined minimum of 20 percent or more of the land area, approval by the City Council shall only occur with a concurring vote of at least three-fourths of the full membership of the City Council.

<p>If you have any questions concerning this request, please contact the Community Development Department. Phone: (469) 429-4781 Email: mspencer@cityofsachse.com</p>	<p>RETURN BY FAX OR MAIL City of Sachse Community Development Dept. 3815-B Sachse Road Sachse, TX 75048</p>
---	---

MAR 31 2014



UNIFORM DEVELOPMENT APPLICATION

APPLICATION INFORMATION			
Project Name: Westgate Shopping Center		Total Acreage: 6.470 Acres	
Location of Property: NE Corner of Murphy Road and Blackburn Road		Appraisal District Account Number(s) & County: 650626275100100 Dallas County; 2532313 Collin County	
Subdivision/Addition Name: Westgate Shopping Center		Lot: (Proposed) Lot 1	Block: A
Future Land Use Map Designation(s): Commercial/Retail		Current Zoning Designation(s): C-2	
TYPE OF REQUEST			
		Fees Paid (*For Administrative Use Only)	
<input type="checkbox"/> Rezoning		\$	
<input checked="" type="checkbox"/> Planned Development		\$	
<input type="checkbox"/> Special Use Permit (SUP)		\$	
<input type="checkbox"/> Temporary Special Use Permit (SUP)		\$	
<input type="checkbox"/> Temporary Seasonal Sales		\$	
<input type="checkbox"/> Temporary Retail Sales		\$	
<input type="checkbox"/> Variance		\$	
<input type="checkbox"/> Site Plan		\$	
<input type="checkbox"/> Landscape Plan		\$	
<input type="checkbox"/> Tree Management Plan		\$	
<input type="checkbox"/> Preliminary Plat		\$	
<input type="checkbox"/> Final Plat		\$	
<input type="checkbox"/> Replat		\$	
<input type="checkbox"/> Amending Plat		\$	
<input type="checkbox"/> Minor Plat		\$	
<input type="checkbox"/> Conveyance Plat		\$	
CURRENT PROPERTY OWNER			
Company: 1500 Blackburn L.P.		Name: Kent M. Stainback	
Address: 5622 Dyer Street, Suite 200		Phone No: (214) 363-3900	
		Fax No: (see agent/representative, below)	
City: Dallas	State: Texas	Zip Code: 75206	E-Mail: kent@stainback.com
APPLICANT/CONTRACT PURCHASER			
Company: Jackson Walker, L.L.P.		Name: William S. Dahlstrom	
Address: 901 Main Street, Suite 6000		Phone No: (214) 953-5932	
		Fax No: (214) 661-6616	
City: Dallas	State: Texas	Zip Code: 75202	E-mail: wdahlstrom@jw.com
AGENT/REPRESENTATIVE			
Company: Jackson Walker, L.L.P.		Name: William S. Dahlstrom	
Address: 901 Main Street, Suite 6000		Phone No: (214) 953-5932	
		Fax No: (214) 661-6616	
City: Dallas	State: Texas	Zip Code: 75202	E-mail: wdahlstrom@jw.com
For Administrative Use Only			
Date: _____	Case Number: _____	Total Fees Paid: \$ _____	

Consent Form

Project Name: Westgate Shopping Center

Submittal Date: March 31, 2014

Application Type (check all that apply)

- | | | |
|---|--|---|
| <input type="checkbox"/> Rezoning | <input checked="" type="checkbox"/> Planned Development | <input type="checkbox"/> Special Use Permit (SUP) |
| <input type="checkbox"/> Temporary Seasonal Sales | <input type="checkbox"/> Temporary Retail Sales | <input type="checkbox"/> Temporary SUP |
| <input type="checkbox"/> Variance | <input type="checkbox"/> Tree Survey / Preservation Plan | <input type="checkbox"/> Preliminary Plat |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Replat | <input type="checkbox"/> Amending Plat |
| <input type="checkbox"/> Minor Plat | <input type="checkbox"/> Conveyance Plat | |

I hereby give CONSENT to Jackson Walker, L.L.P./William S. Dahlstrom (type, stamp or print clearly full name of agent/representative) to act on my behalf, to submit or have submitted this application and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining to the application(s) indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application.

I hereby certify I have full knowledge the property I have an ownership interest in is the subject of this application. I further certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related material and all attachments become official records of the City of Sachse, Texas, and will not be returned. I understand that any false, inaccurate or incomplete information provided by me or my agent/representative will result in the denial, revocation or administrative withdrawal of this application, request, approval or permit. I acknowledge that additional information may be required to process this application. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

Current Property Owner Information

Name: 1500 Blackburn, L.P.

Address: 5622 Dyer Street, Suite 200

Signature: *Kent M. Starnback*
City, State, ZIP: Dallas, Texas 75206

Agent/Representative Information

Name: Jackson Walker, L.L.P./William S. Dahlstrom

Address: 901 Main Street, Suite 6000

City, State, ZIP: Dallas, Texas 75202

NOTARY PUBLIC INFORMATION

THE STATE OF TEXAS

COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 31st day of March, 2014 by Kent M. Starnback (name of person acknowledging). He/she is personally known to me or has produced (type of identification) na as identification and did/did not take an oath (circle correct response).

(Name - type



Suzi Faaititi
(Signature)

NOTARY'S SEAL OR STAMP

For Administrative Use Only	
Date: _____	Case Number: _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED; TO GRANT A CHANGE OF ZONING FROM A GENERAL COMMERCIAL DISTRICT TO A PLANNED DEVELOPMENT DISTRICT (PD-28) WITH A BASE ZONING OF GENERAL COMMERCIAL (“C-2”) TO ALLOW FOR THE REDUCTION OF OFF-STREET PARKING FOR A PROPOSED NEIGHBORHOOD MARKET ON AN APPROXIMATELY 6.47-ACRE TRACT OF LAND LOCATED ON THE NORTHEAST CORNER OF MURPHY ROAD AND BLACKBURN ROAD, CITY OF SACHSE, DALLAS COUNTY, TEXAS, AND PARTICULARLY DESCRIBED IN EXHIBIT “A”; 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”; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Sachse and the governing body of the City of Sachse, in compliance with state laws applying to amending the Comprehensive Zoning Ordinance and Map, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the governing body of the City of Sachse is of the opinion that said comprehensive Zoning Ordinance should be amended as provided herein;

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Sachse, Texas, as heretofore amended, be and the same are hereby further amended to grant a change in zoning from General Commercial to Planned Development (PD) with a base zoning of C-2 on an approximately 6.47-acre tract of land located at the northeast corner of Murphy Road and Blackburn Road, Road, City of Sachse, Dallas County, Texas, being more particularly described by metes and bounds in Exhibit “A” and as depicted in Exhibit “B”, attached hereto and incorporated herein by reference.

SECTION 2. That the property shall be developed and used only in accordance with the following development conditions:

- A. **Purpose.** The purpose of this Planned Development District is to provide for a reduction in required off-street parking for a proposed neighborhood market containing approximately 41,963 square feet of floor area. If the property is used for any purpose other than retail grocery, the property shall lose its Planned Development designation, and revert back to a general commercial district.
- B. **Parking.** The reduced parking requirement of 4 spaces per 1, 000 square feet of grocery store shall be restricted to retail grocery use only.
- C. **Base Zoning District.** The property shall be used and developed in accordance with the C-2 District of the Comprehensive Zoning Ordinance, except as provided herein.
- D. **Planned Development Standards.** The Planned Development Standards are attached as Exhibit “C” and are hereby approved.
- E. **Zoning Concept Plan.** The Zoning Concept Plan is attached as Exhibit “D” and is hereby approved.

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

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

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

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

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

PASSED AND APPROVED by the City Council of the City of Sachse, Texas on the _____ day of _____, 2014.

APPROVED:

Mike Felix
Mayor

DULY ENROLLED:

Terry Smith
City Secretary

APPROVED AS TO FORM:

Peter G. Smith
City Attorney
(07-17-14/66784)

Exhibit A
Legal Description
6.470 Acres

BEING a tract of land situated in the Daniel Herring Survey, Abstract No. 626, Dallas County, Texas, and the Daniel Herring Survey, Abstract No. 402, Collin County, Texas, and in the City of Sachse, and being a portion of a called 48.302 acre tract of land described in the deed to Plano ARS, L.P., recorded in Volume 96138, Page 6886, Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found on the northerly right-of-way line of Blackburn Road (variable width right-of-way), and at the eastern-most northeast corner of a called 0.8035 acre tract of land described in a deed to County of Dallas, as recorded in volume 2005063, Page 7846, Official Public Records of Dallas County, Texas, and at the southern-most southwest corner of Block D, Westgate, according to the plat thereof recorded in Cabinet K, Slide 137, Map Records of Collin County, Texas, and Volume 98008, Page 1343, said Deed Records of Dallas County, Texas, and;

THENCE South 89°47'39" West, along a north line of said 0.8035 acre tract and the north right-of-way line of said Blackburn Road, a distance of 424.72 feet to a point for corner;

THENCE North 00°00'19" West, departing the north line of said 0.8035 acre tract and the north right-of-way line of said Blackburn road, crossing said 48.302 acre tract, a distance of 143.18 feet to a point corner;

THENCE South 89°59'41" West, crossing said 48.302 acre tract, a distance of 152.54 feet to a point for corner on an easterly line of said 0.8035 acre tract and on the easterly right-of-way line of Murphy Road (variable width right-of-way), and from which a 5/8-inch iron rod with a cap stamped "BHB INC" found bears South 0°08'32" East, a distance of 116.35 feet;

THENCE North 00°08'32" West, along the east line of said 0.8035 acre tract and the east right-of-way line of said Murphy Road, a distance of 83.13 feet to a 5/8-inch iron rod found for a corner from which a 1/2-inch iron rod with a cap stamped "CSC 4252" found for witness bears South 4°56'06" East a distance of 3.78 feet;

THENCE North 00°17'46" West, continuing along the easterly line of said 0.8035 acre tract and the easterly right-of-way line of said Murphy Road, a distance of 200.17 feet to a point corner;

THENCE departing the easterly line of said 0.8035 acre tract and the easterly right-of-way line of said Murphy Road, crossing said 48.302 acre tract, the following seven (7) courses:

1. North 89°59'41" East, a distance of 59.44 feet to a point corner at the beginning of a tangent curve to the right having a central angle of 28°21'26", a radius of 60.00 feet, a chord bearing and distance of South 75°49'36" East, 29.39 feet;

2. In a southeasterly direction, with said curve to the right, an arc distance of 29.70 feet to a point corner at the beginning of a reverse curve to the left having a central angle of 28°21'26", a radius of 40.00 feet, a chord bearing and distance of South 75°49'36" East, 19.60 feet;
3. In a southeasterly direction, with said curve to the left, an arc distance of 19.80 feet to a point for corner at the end of said curve;
4. North 89°59'41" East, a distance of 133.25 feet to a point for corner;
5. North 00°00'19" West, a distance of 8.00 feet to a point for corner;
6. North 89°59'41" East, a distance of 137.00 feet to a point for corner;
7. North 00°00'19" West a distance of 302.06 feet to a point for corner on a southerly line of Block D of aforesaid Westgate addition;

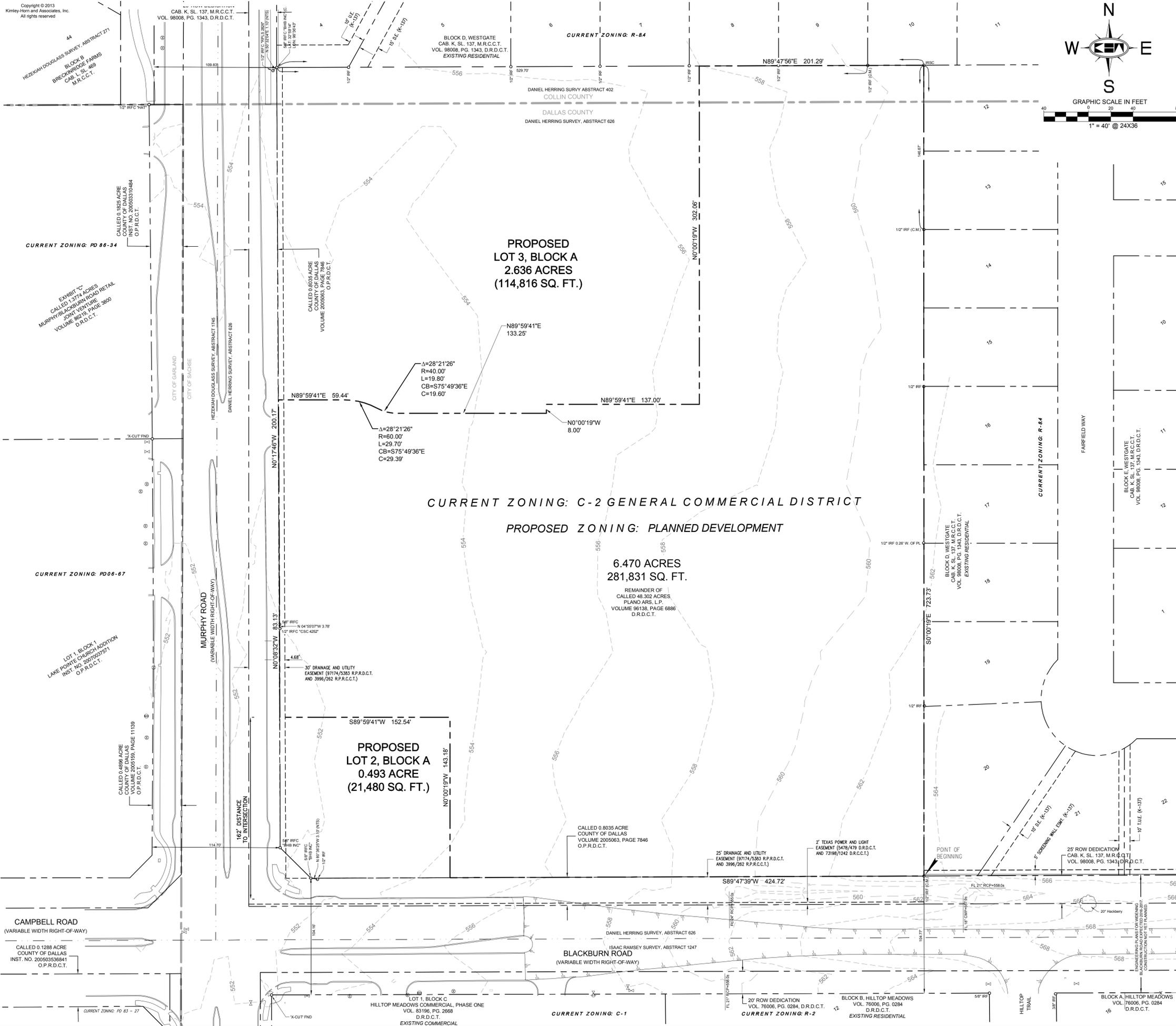
THENCE North 89°47'56" East, along the southerly line of said Block D, a distance of 201.29 feet to a 5/8-inch iron rod with a red plastic cap stamped "KHA" set for corner;

THENCE South 00°00'19" East, along the most easterly, west line of said Block D, a distance of 723.73 feet to the **POINT OF BEGINNING** and containing 6.470 acres (281,831 square feet) of land, more or less.

Bearings and distances are based upon Texas State Plane Coordinates, North Central Zone 4202, NAD83. The bearings shown are Grid values. The distances shown are Surface values. To convert the distances to Grid values, multiply the distances by a Combined Scale Factor of 0.999848523.

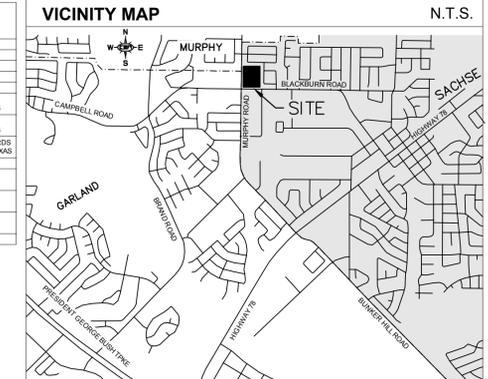
Michael B. Marx 3/31/14
 Michael B. Marx
 Registered Professional Land Surveyor No. 5181
 Kimley-Horn and Associates, Inc.
 5750 Genesis Court, Suite 200
 Frisco, Texas 75034
 Ph. 972-335-3580
 michael.marx@kimley-horn.com





LEGEND

- IRF IRON ROD FOUND
- IRSC IRON ROD FOUND WITH CAP
- IRSCW IRON ROD FOUND WITH CAP AND WING
- NTS NOT TO SCALE
- (C.M.) CONTROLLING INSTRUMENT
- D.R.D.C.T. DEED RECORDS OF DALLAS COUNTY, TEXAS
- M.R.D.C.T. MAP RECORDS OF DALLAS COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
- FND FOUND
- S.W.B.T. SOUTHWESTERN BELL TELEPHONE COMPANY
- D.P. & L. DALLAS POWER & LIGHT COMPANY
- T.U. TEXAS UTILITIES ELECTRIC COMPANY
- NTS NOT TO SCALE



- NOTES:**
- 1.) All corners set are monumented with a 5/8 inch iron rod with red plastic cap stamped "KHA", unless otherwise noted.
 - 2.) All bearings shown are based on grid north of the Texas Coordinate System, NAD83, North Central Zone 4202. All dimensions shown are ground distances. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.99948523.
 - 3.) The development of this site will be in accordance with City of Sachse development standards.
 - 4.) According to Map No. 4813C0230 J dated August 23, 2001, of the National Flood Insurance Program Map, Flood Insurance Rate Map of Dallas County and Collin County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is located in Zone X (unshaded) and is not within a special flood hazard area. If this site is within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
 - 5.) The thoroughfare alignment shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at time of engineering approval.

BEING a tract of land situated in the Daniel Herring Survey, Abstract No. 626, Dallas County, Texas, and the Daniel Herring Survey, Abstract No. 402, Collin County, Texas, and in the City of Sachse, and being a portion of a called 48.302 acre tract of land described in the deed to Plano ARS, L.P., recorded in Volume 96138, Page 6886, Deed Records of Dallas County, Texas, and being more particularly described as follows:

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2. In a southeasterly direction, with said curve to the right, an arc distance of 29.70 feet to a point corner at the beginning of a reverse curve to the left having a central angle of 28°21'26", a radius of 40.00 feet, a chord bearing and distance of South 75°49'36" East, 19.60 feet;
3. In a southeasterly direction, with said curve to the left, an arc distance of 19.80 feet to a point for corner at the end of said curve;
4. North 89°59'41" East, a distance of 133.25 feet to a point for corner;
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6. North 89°59'41" East, a distance of 137.00 feet to a point for corner;
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ENGINEER

5750 GENESIS COURT
FRISCO, TEXAS 75034
PH. (972) 335-3580
CONTACT: HEATH VOYLES, P.E.
FIRM NO. F-928

OWNER/APPLICANT
1500 BLACKBURN LP
DALLAS, TX 75206
CONTACT: ENGINEER

EXHIBIT B - ZONING EXHIBIT
6.470 ACRES
6950 MURPHY ROAD
SITUATED IN THE
DANIEL HERRING SURVEY, ABSTRACT NO. 626,
DALLAS COUNTY, TEXAS
DANIEL HERRING SURVEY, ABSTRACT NO. 402,
COLLIN COUNTY, TEXAS
THE
CITY OF SACHSE

		5750 Genesis Court, Suite 200 Frisco, Texas 75034		Tel. No. (972) 335-3580 Fax No. (972) 335-3779	
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
AS SHOWN			03/26/2014	063362372	1 OF 1

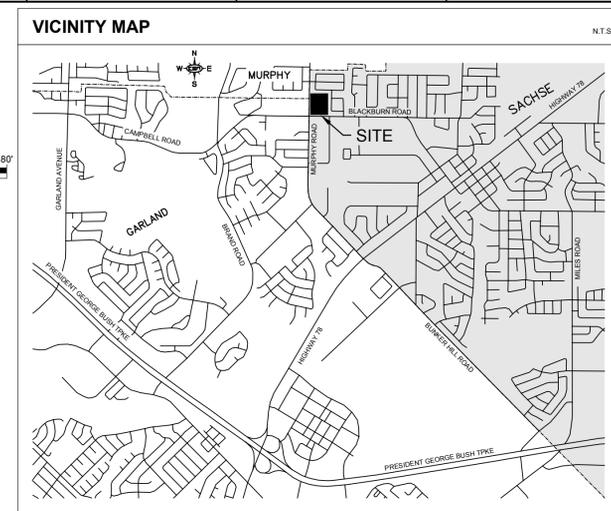
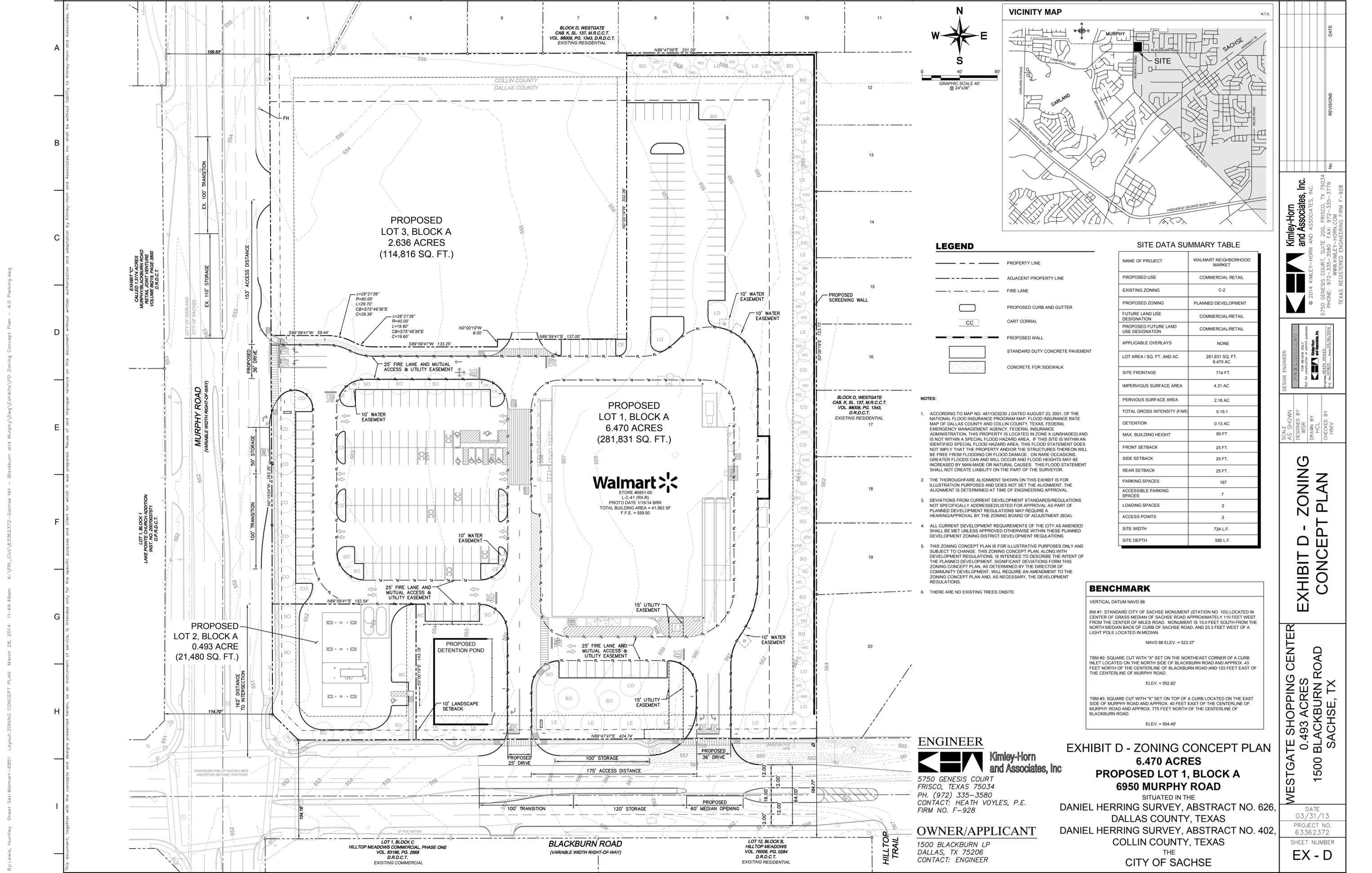
MAR 31 2014

EXHIBIT C

PLANNED DEVELOPMENT STANDARDS

The proposed planned development standards for the subject property are as follows:

1. With the exception of the retail parking ratio set forth in 2. below, the property will be subject to all of the use and development standards of the C-2 General Commercial District.
2. Retail uses shall provide off-street parking at a ratio of one off-street parking space for each 250 square feet of floor area.



LEGEND

- PROPERTY LINE
- - - ADJACENT PROPERTY LINE
- FL — FIRE LANE
- PROPOSED CURB AND GUTTER
- CC CART CORRAL
- PROPOSED WALL
- ▨ STANDARD DUTY CONCRETE PAVEMENT
- ▨ CONCRETE FOR SIDEWALK

NOTES:

1. ACCORDING TO MAP NO. 481130230 J DATED AUGUST 23, 2001, OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF DALLAS COUNTY AND COLLIN COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS LOCATED IN ZONE X (UNSHADED) AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA. IF THIS SITE IS WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
2. THE THOROUGHFARE ALIGNMENT SHOWN ON THIS EXHIBIT IS FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF ENGINEERING APPROVAL.
3. DEVIATIONS FROM CURRENT DEVELOPMENT STANDARDS/REGULATIONS NOT SPECIFICALLY ADDRESSED LISTED FOR APPROVAL AS PART OF PLANNED DEVELOPMENT REGULATIONS MAY REQUIRE A HEARING/APPROVAL BY THE ZONING BOARD OF ADJUSTMENT (BOA).
4. ALL CURRENT DEVELOPMENT REQUIREMENTS OF THE CITY AS AMENDED SHALL BE MET UNLESS APPROVED OTHERWISE WITHIN THESE PLANNED DEVELOPMENT ZONING DISTRICT DEVELOPMENT REGULATIONS.
5. THIS ZONING CONCEPT PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE. THIS ZONING CONCEPT PLAN, ALONG WITH DEVELOPMENT REGULATIONS, IS INTENDED TO DESCRIBE THE INTENT OF THE PLANNED DEVELOPMENT. SIGNIFICANT DEVIATIONS FROM THIS ZONING CONCEPT PLAN, AS DETERMINED BY THE DIRECTOR OF COMMUNITY DEVELOPMENT, WILL REQUIRE AN AMENDMENT TO THE ZONING CONCEPT PLAN AND, AS NECESSARY, THE DEVELOPMENT REGULATIONS.
6. THERE ARE NO EXISTING TREES ONSITE.

SITE DATA SUMMARY TABLE

NAME OF PROJECT	WALMART NEIGHBORHOOD MARKET
PROPOSED USE	COMMERCIAL RETAIL
EXISTING ZONING	C-2
PROPOSED ZONING	PLANNED DEVELOPMENT
FUTURE LAND USE DESIGNATION	COMMERCIAL/RETAIL
PROPOSED FUTURE LAND USE DESIGNATION	COMMERCIAL/RETAIL
APPLICABLE OVERLAYS	NONE
LOT AREA / SQ. FT. AND AC	281,831 SQ. FT. 6.470 AC
SITE FRONTAGE	714 FT.
IMPERVIOUS SURFACE AREA	4.31 AC
PERVIOUS SURFACE AREA	2.16 AC
TOTAL GROSS INTENSITY (FAR)	0.15:1
DETENTION	0.13 AC
MAX. BUILDING HEIGHT	90 FT
FRONT SETBACK	25 FT.
SIDE SETBACK	25 FT.
REAR SETBACK	25 FT.
PARKING SPACES	167
ACCESSIBLE PARKING SPACES	7
LOADING SPACES	2
ACCESS POINTS	3
SITE WIDTH	724 L.F.
SITE DEPTH	580 L.F.

BENCHMARK

VERTICAL DATUM NAVD 88

BM #1: STANDARD CITY OF SACHSE MONUMENT (STATION NO. 103) LOCATED IN CENTER OF GRASS MEDIAN OF SACHSE ROAD APPROXIMATELY 110 FEET WEST FROM THE CENTER OF MILES ROAD. MONUMENT IS 110 FEET SOUTH FROM THE NORTH MEDIAN BACK OF CURB OF SACHSE ROAD, AND 23.3 FEET WEST OF A LIGHT POLE LOCATED IN MEDIAN.

NAVD 88 ELEV. = 523.37'

TBM #2: SQUARE CUT WITH "X" SET ON THE NORTHEAST CORNER OF A CURB INLET LOCATED ON THE NORTH SIDE OF BLACKBURN ROAD AND APPROX. 43 FEET NORTH OF THE CENTERLINE OF BLACKBURN ROAD AND 103 FEET EAST OF THE CENTERLINE OF MURPHY ROAD.

ELEV. = 552.82'

TBM #3: SQUARE CUT WITH "X" SET ON TOP OF A CURB LOCATED ON THE EAST SIDE OF MURPHY ROAD AND APPROX. 40 FEET EAST OF THE CENTERLINE OF MURPHY ROAD AND APPROX. 775 FEET NORTH OF THE CENTERLINE OF BLACKBURN ROAD.

ELEV. = 554.49'

ENGINEER

 Kimley-Horn and Associates, Inc.
 5750 GENESIS COURT
 FRISCO, TEXAS 75034
 PH. (972) 335-3580
 CONTACT: HEATH VOYLES, P.E.
 FIRM NO. F-928

OWNER/APPLICANT
 1500 BLACKBURN LP
 DALLAS, TX 75206
 CONTACT: ENGINEER

EXHIBIT D - ZONING CONCEPT PLAN
6.470 ACRES
PROPOSED LOT 1, BLOCK A
6950 MURPHY ROAD
 SITUATED IN THE
 DANIEL HERRING SURVEY, ABSTRACT NO. 626,
 DALLAS COUNTY, TEXAS
 DANIEL HERRING SURVEY, ABSTRACT NO. 402,
 COLLIN COUNTY, TEXAS
 THE
 CITY OF SACHSE

WESTGATE SHOPPING CENTER
 0.493 ACRES
 1500 BLACKBURN ROAD
 SACHSE, TX

EXHIBIT D - ZONING CONCEPT PLAN

DATE: 03/31/13
 PROJECT NO: 63362372
 SHEET NUMBER: EX - D

DESIGNED BY: WSR
 DRAWN BY: HCL
 CHECKED BY: HMV

DESIGN ENGINEER: Kimley-Horn and Associates, Inc.
 5750 GENESIS COURT, SUITE 200, FRISCO, TX 75034
 PHONE: 972-335-3580
 WWW.KIMLEY-HORN.COM
 TEXAS REGISTERED ENGINEERING FIRM F-928

Plotted By: Lewis, Huntley Sheet Set: Walmart-6851 Layout: ZONING CONCEPT PLAN March 28, 2014 11:49:49am K:\FR\GRI\63362372-Sachse NH - Blackburn and Murphy\DWG\Exhibits\PD Zoning Concept Plan - 4.0 Parking.dwg
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



Legislation Details (With Text)

File #:	14-2328	Version:	1	Name:	Public Safety Lock Box Program
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	7/17/2014	In control:		In control:	City Council
On agenda:	7/21/2014	Final action:		Final action:	
Title:	Public Safety Lock Box program presentation to Council.				

Executive Summary

The Sachse Police and Fire Departments have jointly developed "Public Safety Lock Box" program designed to benefit the older and special needs members of our city.

..Background

Public Safety Staff have identified the need to gain entry to the homes of elderly and special needs citizens during times of emergency.

Sponsors:

Indexes:

Code sections:

Attachments: [Sachse Public Safety Lock Box Program.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Public Safety Lock Box program presentation to Council.

Executive Summary

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..Background

Public Safety Staff have identified the need to gain entry to the homes of elderly and special needs citizens during times of emergency.

Policy Considerations

None

Budgetary Considerations

This program fits into current budget without changes of modifications necessary.

Staff Recommendations

Staff recommends receive presentation and provide feedback.



Sachse Public Safety Lock Box Program

What is the Lock Box Program?

This nationwide program is used by Fire and Police Departments so that in the event of an emergency, first responders may access the key to your residence via a secured key box mounted outside your residence.

Why is it Important?

The Lock Box program provides public safety responders with a way to gain access to the homes of participating residents to expedite access during medical or other emergencies. This program protects the resident's property from being damaged in cases where forced entry would otherwise be necessary.

Who is Eligible to Participate?

A person who is elderly, disabled, or has some other demonstrated needs that require specialized or unique medical or other assistance when public safety responds to the residence.

Is it Secure?

The resident's key is placed immediately in the lock box and the combination set. The combination to the lock box is maintained in our Communications Unit and will not be given out or utilized for any other reason but for a medical emergency at the residence, or when a no-response situation occurs after a welfare concern has arisen. Once the lock box has been opened for either of these reasons, the combination will be changed and updated in the Communications Unit until the next occurrence where it is needed. At no time will the lock box participant be given the combination to the lock box.



How Much Does it Cost?

There is no cost to participate in the program. All lock boxes are supplied by the police department.

How Do I Sign Up?

If you are interested in the Lock Box program, please contact Lt. Stephen Norris at 972-495-2271 ext. 1205 or email him snorris@cityofsachse.com. He will evaluate your situation to determine if you qualify for the program. Once a decision is made, you will complete a short enrollment form and we will install the lock box.



Legislation Details (With Text)

File #: 14-2323 **Version:** 1 **Name:** Discuss Water and Sewer Rate Options
Type: Agenda Item **Status:** Agenda Ready
File created: 7/15/2014 **In control:** City Council
On agenda: 7/21/2014 **Final action:**
Title: Discuss and provide input regarding water and sanitary sewer rate options.

Executive Summary

The purpose of this agenda item is to get input from the City Council prior to finalizing the Water and Wastewater Rate Study and presenting a new rate and billing ordinance for approval. The initial findings and alternatives were presented to City Council at the meeting on June 16th, and additional information on Capital Improvements and repair and rehabilitation funding included in those alternatives was presented on July 7th. During the same period, preliminary budget projections have been presented which show the current rate structure is not capable of sustaining the fund through the upcoming fiscal year.

Sponsors:

Indexes:

Code sections:

- Attachments:** [6-16 Presentation Rate Study.pdf](#)
[Water Sewer Rate CIP Presentation.pdf](#)
[7 21 Water Sewer Rate Study Presentation.pdf](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Title

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Executive Summary

The purpose of this agenda item is to get input from the City Council prior to finalizing the Water and Wastewater Rate Study and presenting a new rate and billing ordinance for approval. The initial findings and alternatives were presented to City Council at the meeting on June 16th, and additional information on Capital Improvements and repair and rehabilitation funding included in those alternatives was presented on July 7th. During the same period, preliminary budget projections have been presented which show the current rate structure is not capable of sustaining the fund through the upcoming fiscal year.

Background

The initial Water and Wastewater Rate Study and Financial Forecast completed by Economists.com included five water/sewer rate options, listed as alternatives 1-5 (Attachment 1). Those five alternatives included funding of operating costs as well as water and sewer projects for expansion of the system and rehab/replacement of the existing system. A detailed presentation on the CIP and rehab/replacement projects was given on July 7th (Attachment 2). An additional alternative has been included in the latest presentation (Attachment 3);

identified as Alternative 2.5, this scenario assumes \$2.75 million in Water debt issued to fund \$2.1 Million in rehab/replacement projects, \$650 Thousand to purchase property for the 1.25 MG Elevated Water Tower, and \$182 Thousand for the 8" main project. For wastewater projects, it assumes \$8.5 million in debt issued to fund \$1.9 million in rehab/replacement projects and \$6.5 million for CIP projects.

Policy Considerations

According to Section 552.017 of the Texas Local Government Code, a Home Rule municipality may exercise the exclusive right to own, construct, and operate a water system for the use of the municipality and its residents. The municipality may regulate the system and may prescribe rates for the water furnished.

Budgetary Considerations

The City is faced with rising costs in all areas, particularly wholesale water rates and sanitary sewer treatment rates. The continued financial viability of the Utility Fund is dependent on adoption of a rate structure that will cover the costs of providing services and into the future.

Staff Recommendations

Staff recommends that the City Council discuss the updated Water and Wastewater Rate Study and Financial Forecast and provide guidance to staff in preparing a revised billing ordinance.



City of Sachse

2014 Water and Wastewater Rate Study and Financial Forecast Council Work Session

June 16 2014

economists.com

Presentation Format

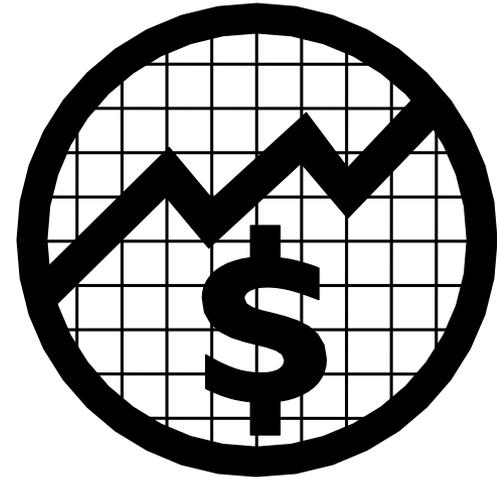


- ◆ Background on Rates
- ◆ Forecast Volumes and Revenue Requirements
- ◆ Capital Improvements
- ◆ Rate Alternatives
- ◆ Next Steps



Why are Water/WW Rates Increasing?

- ◆ Inflation (Annual CPI increases in 2010 Resolution was a good start!)
- ◆ General increases in the cost of doing business
- ◆ NTMWD & Garland Rate Increases
- ◆ Environmental and other regulations
- ◆ Capital Improvement Plan needed to repair and expand system



City of Sachse Current Water/WW Rate Structure



Water Rates

Minimum Charge		
5/8" Meter	\$	8.56
3/4" Meter		8.56
1" Meter		13.54
1 1/2" Meter		21.87
2" Meter		31.85

Water Volume Rates (Residential & Commercial)

Volume Rate (per 1,000 Gallons)		
0 to -10,000	\$	2.96
10,001 to 15,000		3.69
15,001 to 20,000		4.44
20,001 to 30,000		5.18
Over 30,000		5.92

Residential Wastewater Base Rate

Minimum Charge		
All Residential Accounts	\$	8.03

Residential Wastewater Volume Rates

Volume Rate (per 1,000 Gallons)	\$	4.47
---------------------------------	----	------

Residential volume charges are based on average of monthly water usage during November through March with exception of highest month and lowest month.

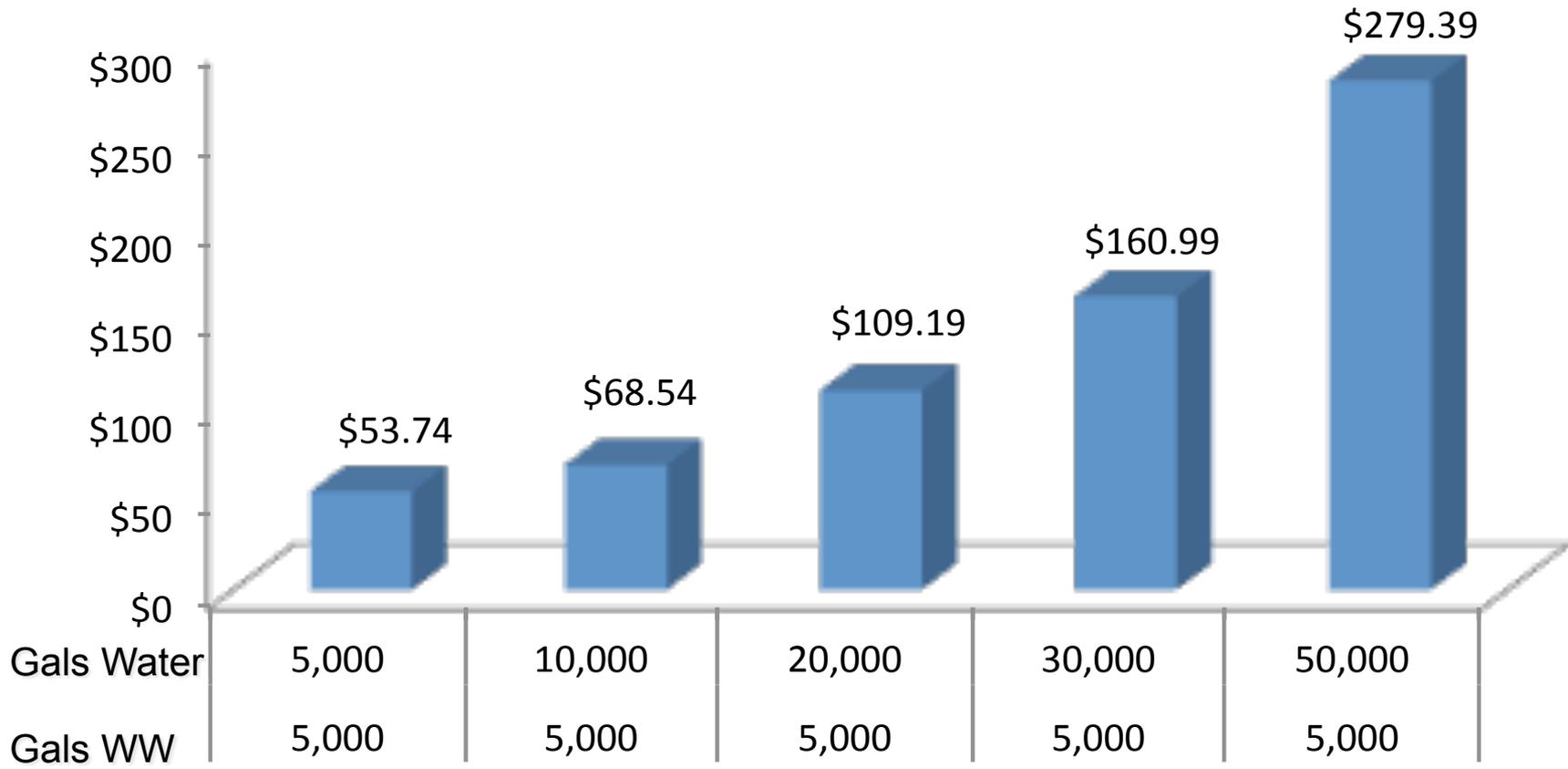
Non-Residential Wastewater Base Rates

Minimum Charge		
5/8"	\$	12.98
3/4"		12.98
1"		21.23
1 1/2"		31.15
2"		31.15

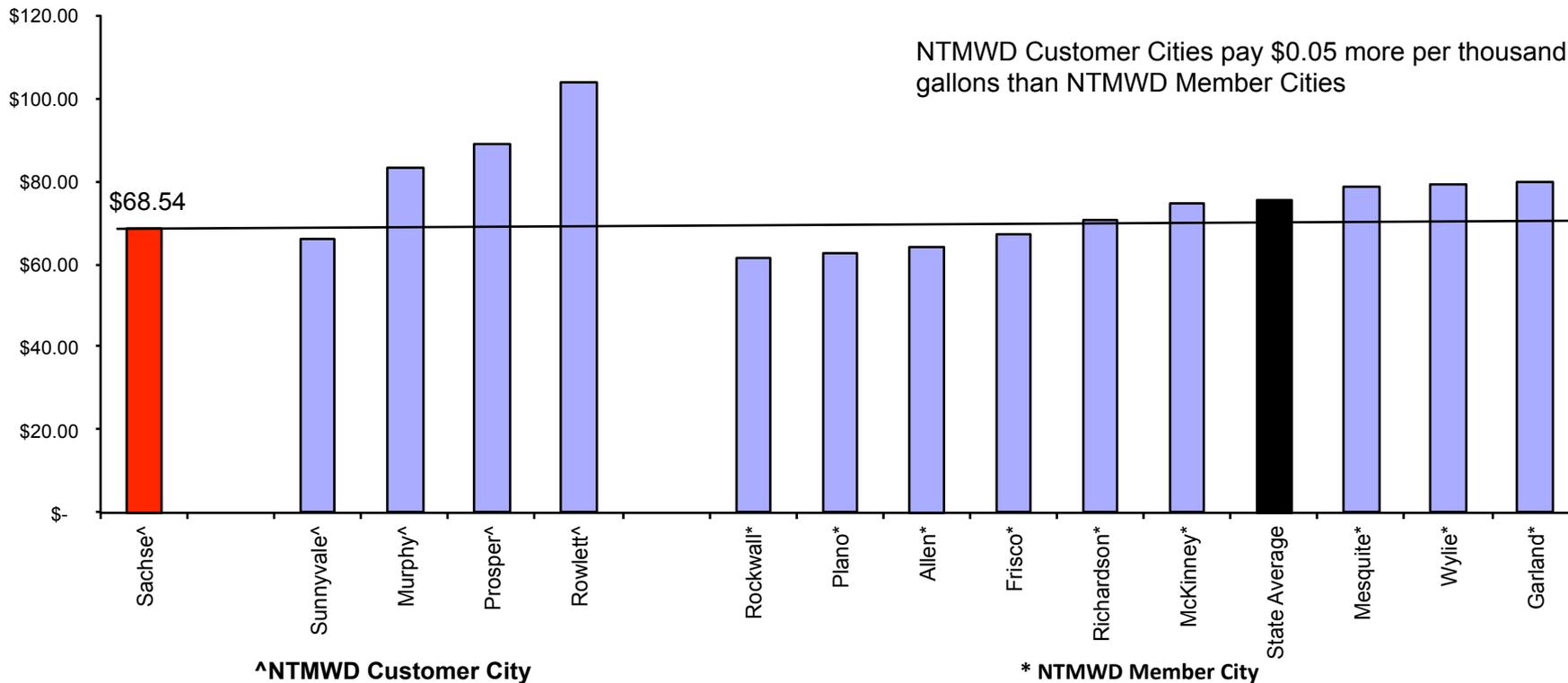
Non-Residential Wastewater Volume Rates

Volume Rate (per 1,000 Gallons)	\$	4.47
---------------------------------	----	------

Water/WW 5/8" Meter Monthly Charges at Various Usage Levels



Monthly Residential Charges 10,000 Gal Water; 5,000 Gal WW



Findings Published in Recent Global Management Consulting Rate Survey



- ◆ *“Since 2001, the typical bills for a residential user consuming 7,500 gallons (of water) per month have increased at a rate of over two and a half times the rate of increase in the consumer price index, defined as the Bureau of Labor Statistics CPI U average annual index....Note that in most regions the actual dollar impact on consumers tends to be slightly less than these figures as a result of ongoing reductions in water consumption.”*
- ◆ *Over the past 12 years the average **annual** increase for water customers has been **5.6%**; for typical residential sewer bills, the average annual increase has been **6.1%**. Meanwhile the CPI-U average rate of change has been **2.4%***

2012-2013 “50 Largest Cities Water/Wastewater Rate Survey”

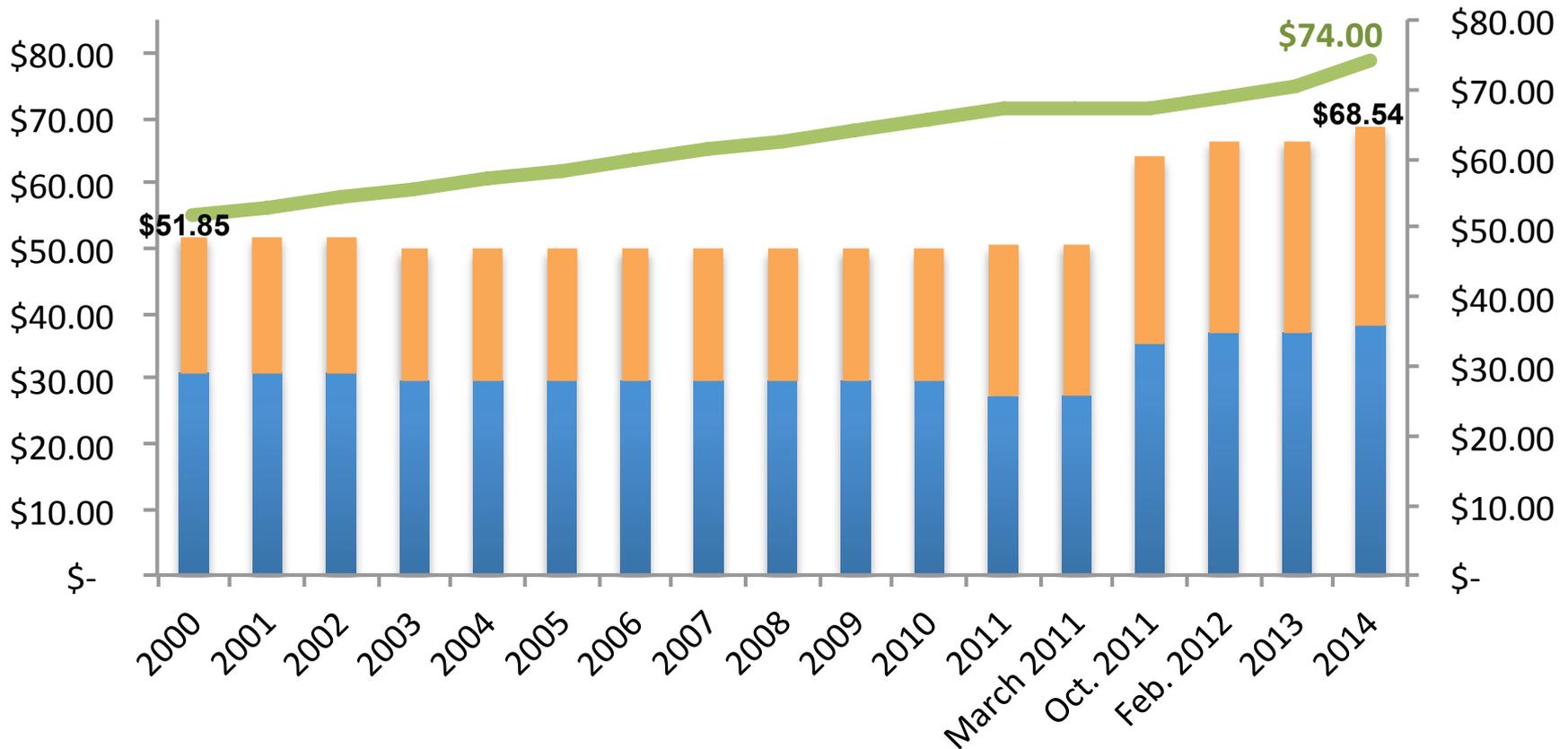
Factors Driving Typical Bills Up



- ◆ Economic downturn - *“...Managers at many utilities were surprised to realize the extent to which they were relying on cash flow from expansion of their customer base...elimination or dramatic reduction of growth has emphasized the critical importance of fully recovering costs through user charges to existing customers.”*
- ◆ Commodity price increases
- ◆ Lower consumption and higher fixed costs
- ◆ Influence of Wastewater Consent Decree
- ◆ Aging infrastructure
- ◆ Lack of capital funding



City of Sachse Historical Rates 10,000 Gallons Water & 5,000 Gallons WW



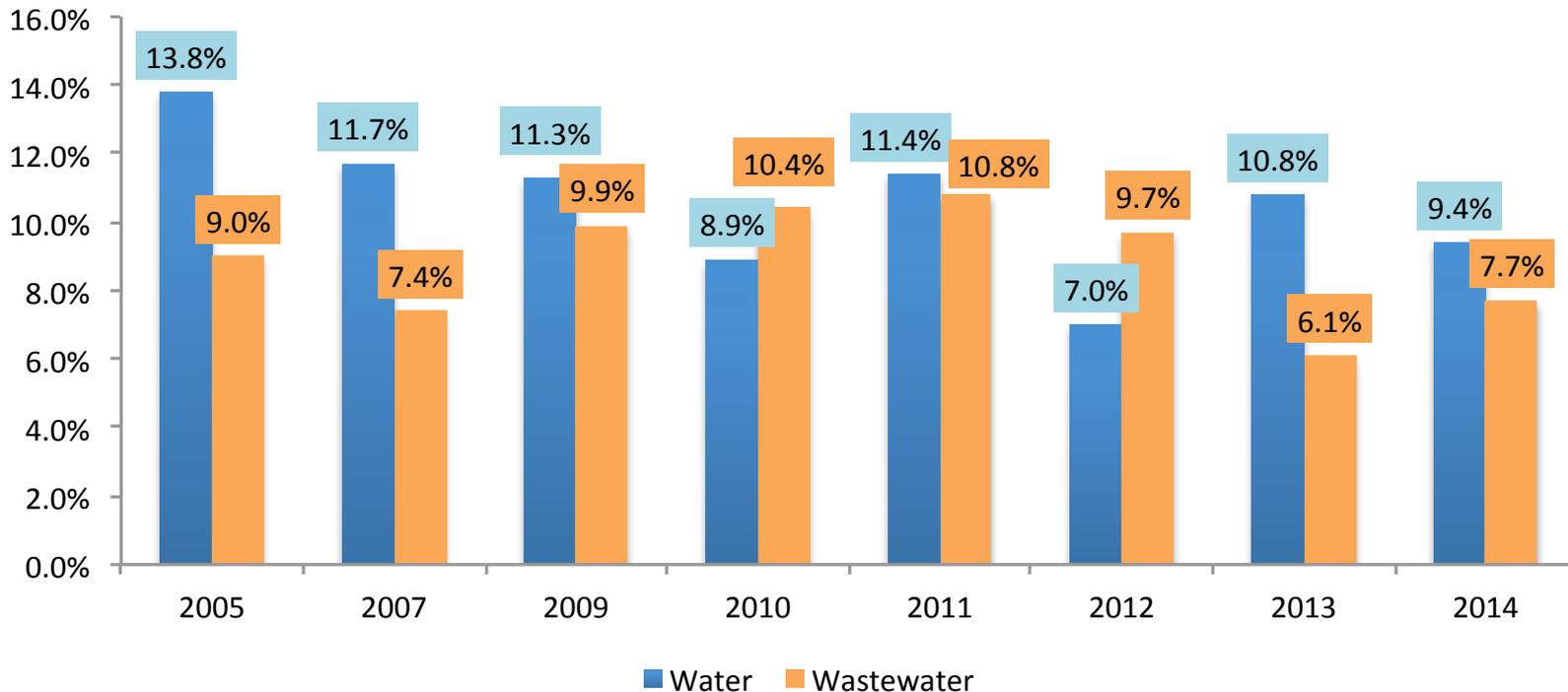
Increase to \$68.54 from \$51.85 over 14 years equals average of 2.2% annually

■ 10,000 Gal. Water
 ■ 5,000 Gal. WW
 — 2.4% Annual CPI Only

Texas Municipal League 2014 Water/WW Fiscal Conditions Survey Findings



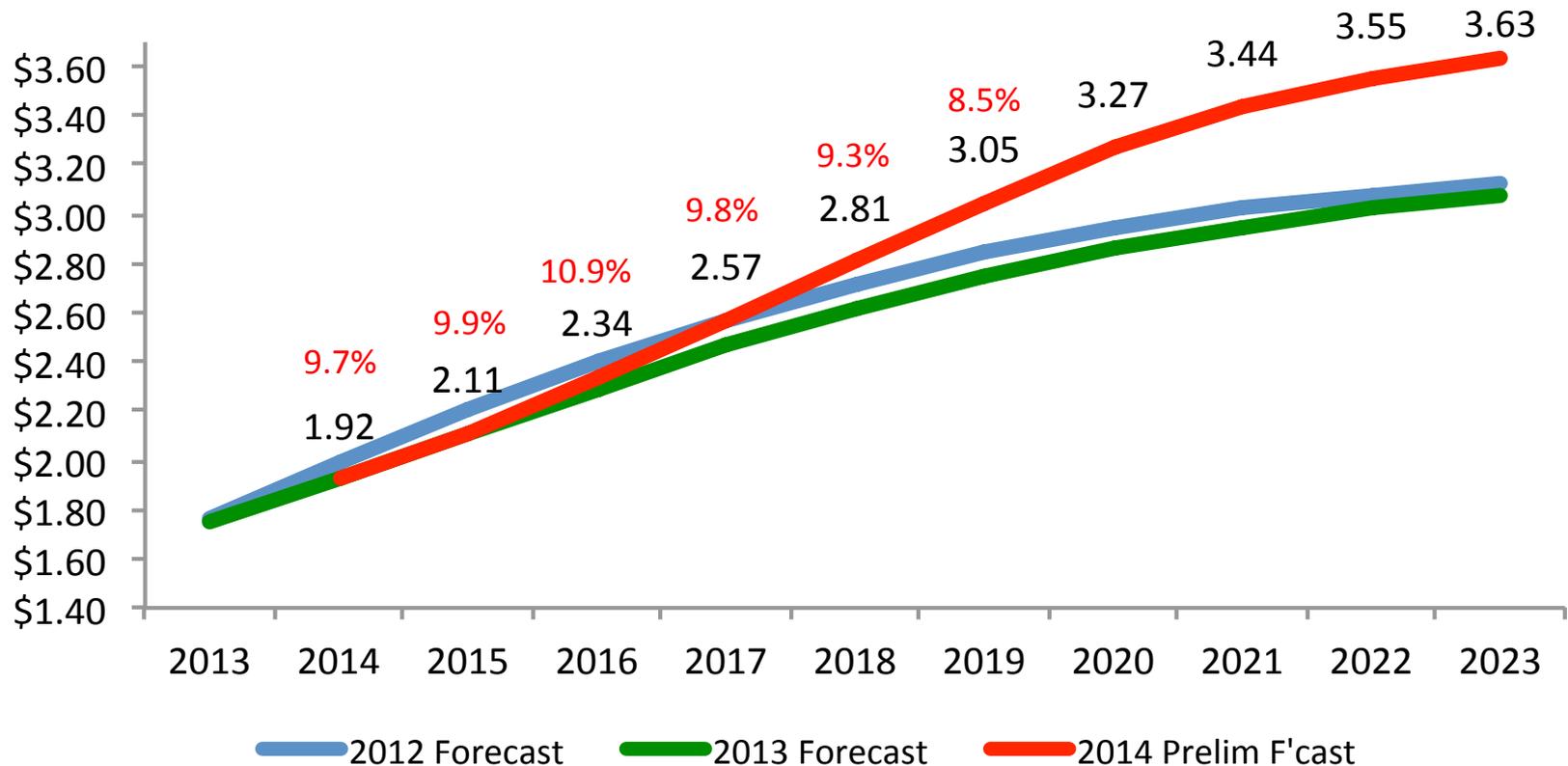
"Water rates continue to increase each year due to the extreme drought affecting Texas. Nearly 60% of cities increased one or more utility rates this past year." The average rate increases are shown in the chart below:





NTMWD Rate Forecasts – Prepare for 10% Annual Increases

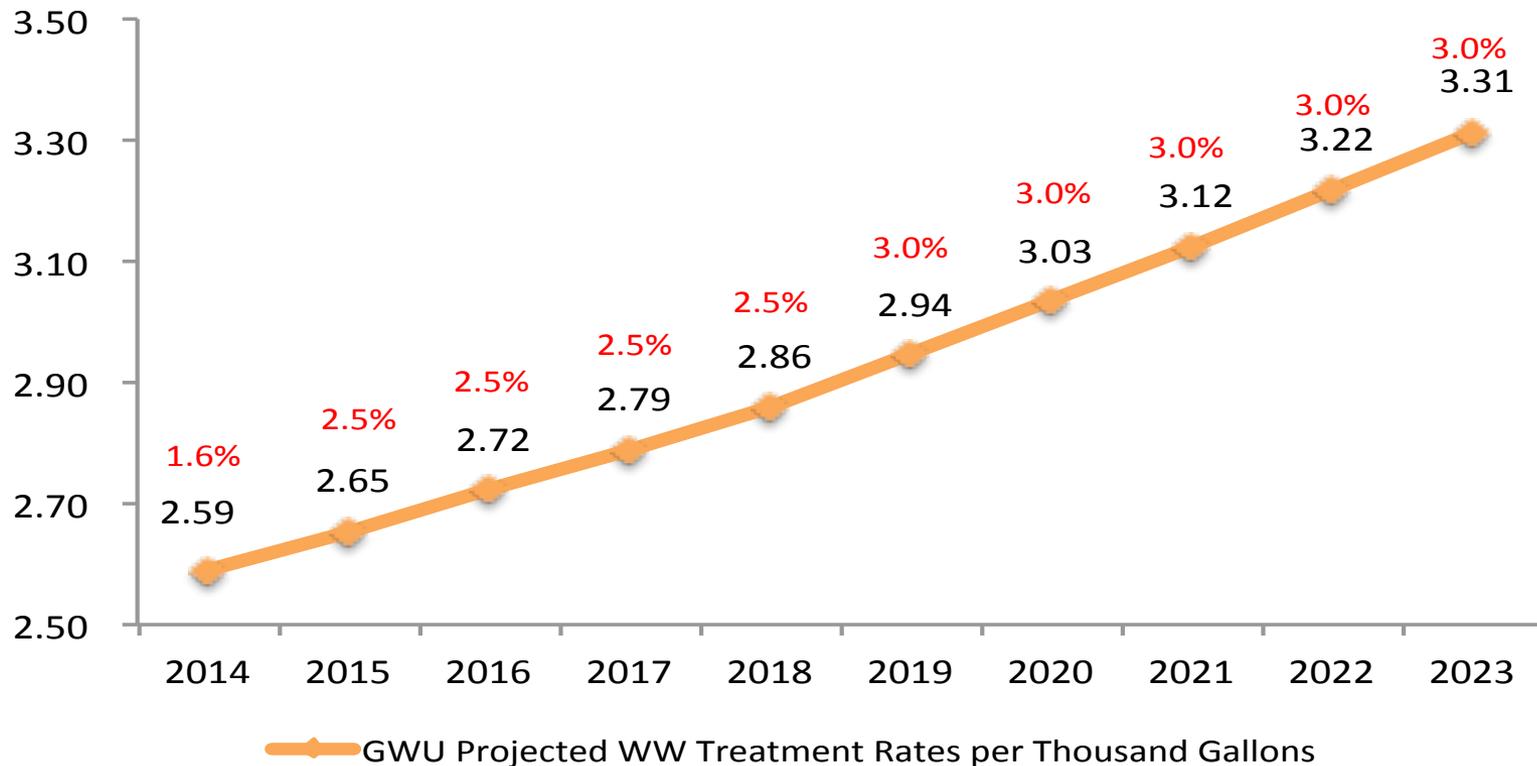
NTMWD historical and projected increases far outpace the CPI, and comprise approximately **61%** of the City's total Water Utility Operating Expense.



Garland Water Utility Wastewater Treatment Projected Increases

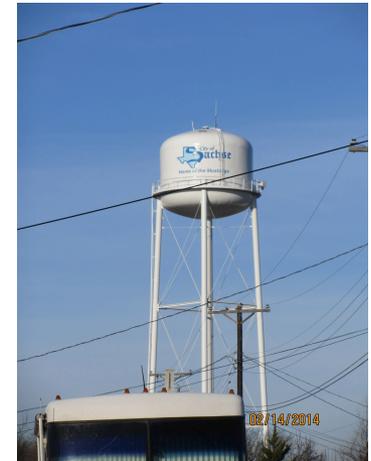


GWU historical and projected increases tend to be less than or equal to the CPI. The payments to GWU comprise approximately **69%** of the City's total WW Utility Operating Expense.



Consumption Trends and Tier Analysis

- ◆ Over 80% of water consumption and revenues are generated by the Residential rate class
- ◆ Average Residential monthly consumption has declined over the past three years; consistent with general trend in the industry
- ◆ Residential consumption is heavily influenced by watering restrictions, price elasticity and shift in consumer mindset towards conservation
- ◆ Ramification for five tier volume rate structure – less revenue being generated by top tiers

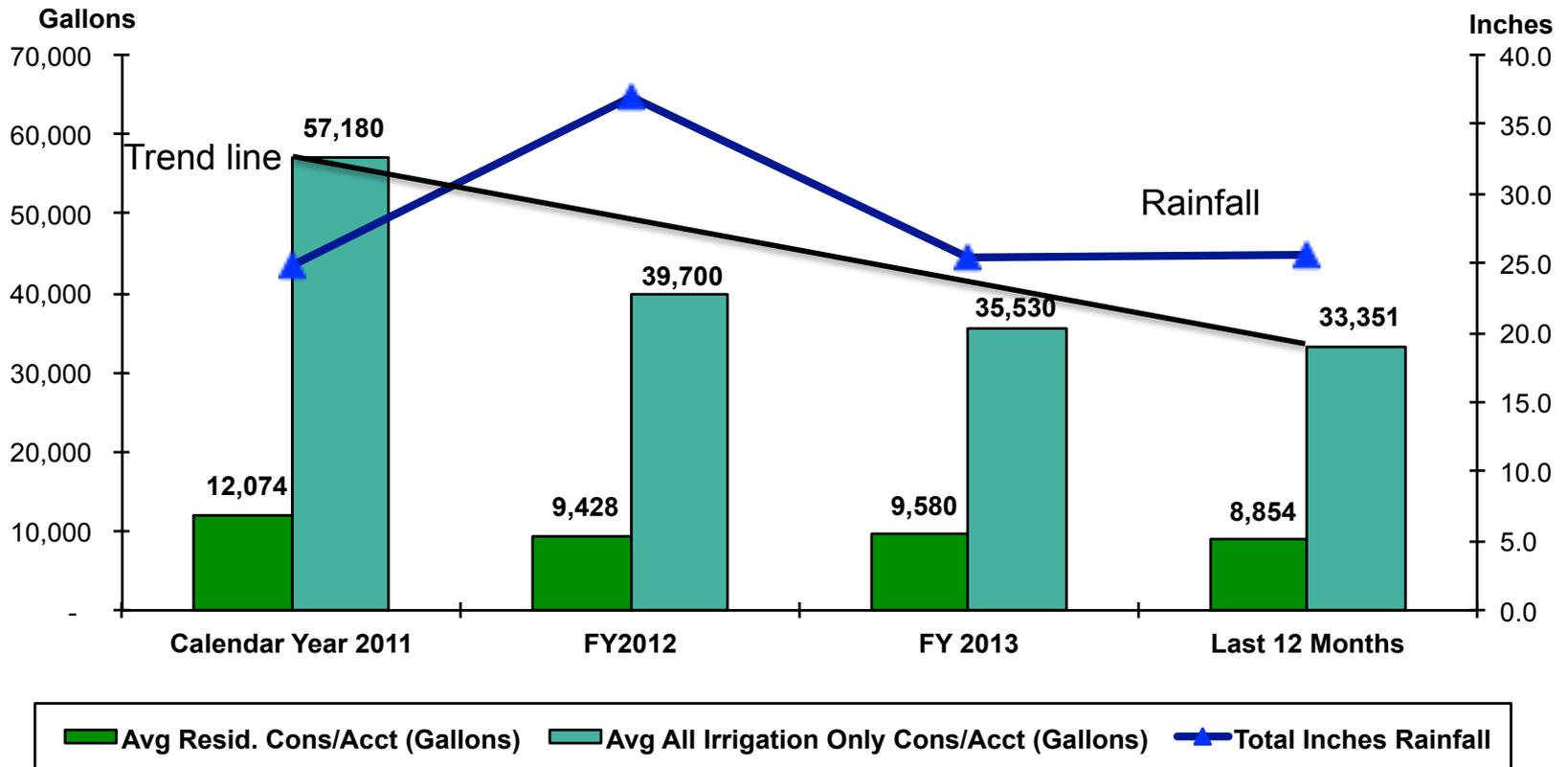


3 Year Analysis of Residential Consumption – 5/8” Meter

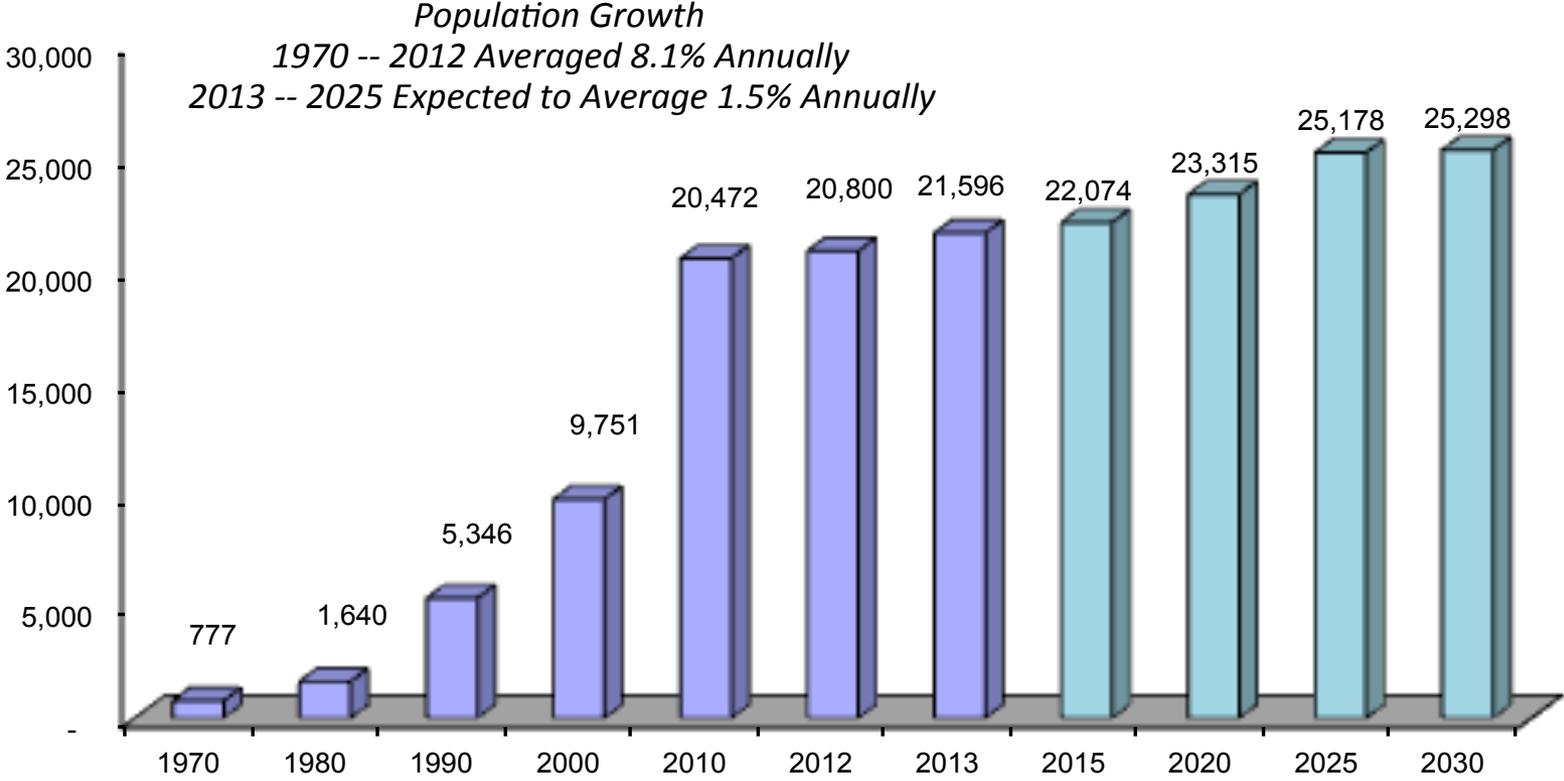


Gallons (thousands)	Total CY 2011	Total FY 2012	Total FY 2013	Past 12 Months
Class				
WTR RES 5/8" Single Meter Consumption Analysis	WTR RES 5/8" Single Meter -- Consumption Analysis			
	Consumption by Rate Block (Gallons):			
1 0--10,000	552,995,200	525,427,600	546,629,350	532,385,910
2 10,001-15,000	122,284,500	91,280,100	95,341,200	84,632,500
3 15,001 - 20,000	78,508,500	49,979,900	50,026,700	43,468,300
4 20,001 - 30,000	82,744,200	43,359,800	41,658,000	36,771,300
5 30,001 & up	65,796,400	26,343,300	22,968,200	21,849,600
	<u>902,328,800</u>	<u>736,390,700</u>	<u>756,623,450</u>	<u>719,107,610</u>
Net total after min				
1 % Tier One	61.29%	71.35%	72.25%	74.03%
2 % Tier Two	13.55%	12.40%	12.60%	11.77%
3 % Tier Three	8.70%	6.79%	6.61%	6.04%
4 % Tier Four	9.17%	5.89%	5.51%	5.11%
5 % Tier Five	7.29%	3.58%	3.04%	3.04%
	100.00%	100.00%	100.00%	100.00%
Avg Monthly Consumption Per Account:				
Avg Total Cons/Acct	11,421	9,192	9,287	8,699

3 Year Residential & All Irrigation Consumption With Total Annual Precipitation

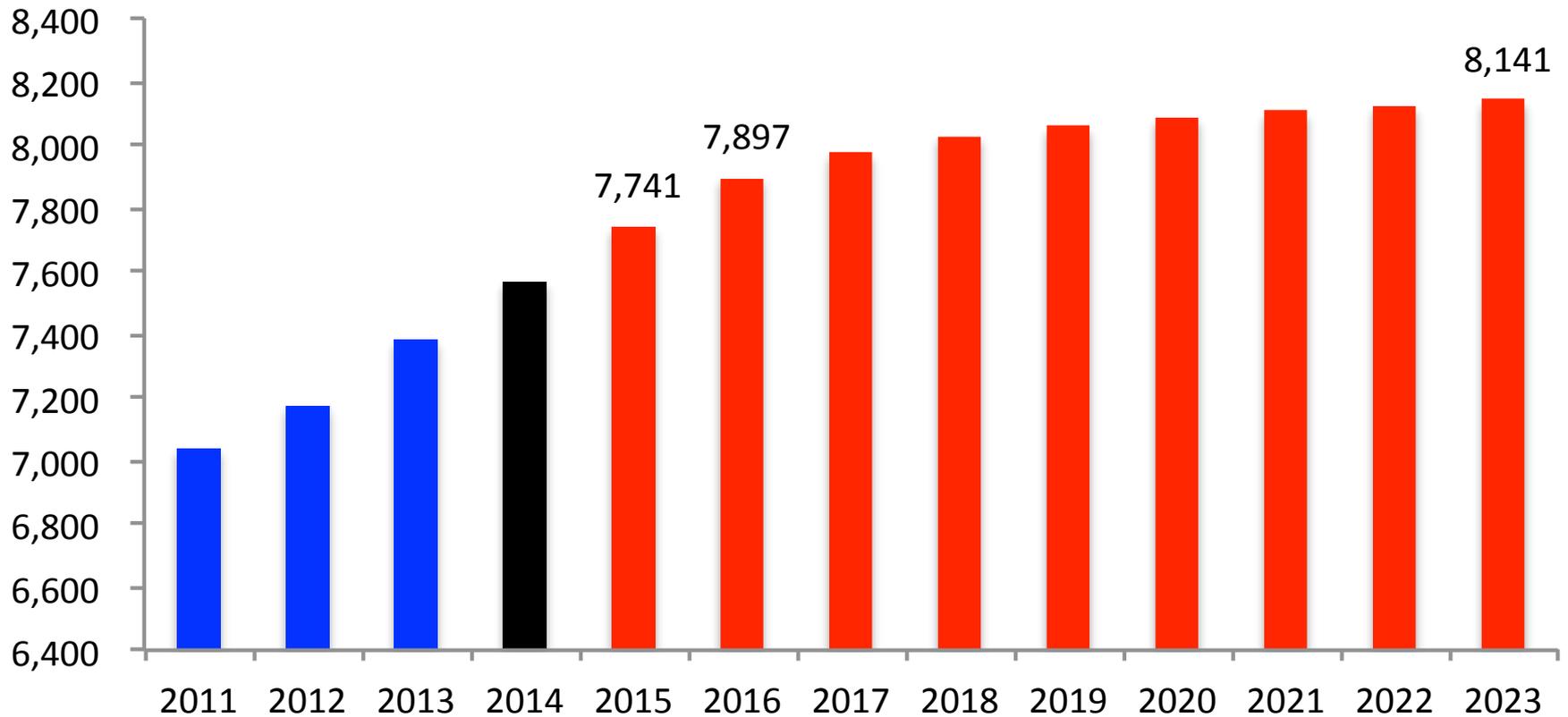


Forecast Population Growth



Source: US Census, TWDB, NCTCOG

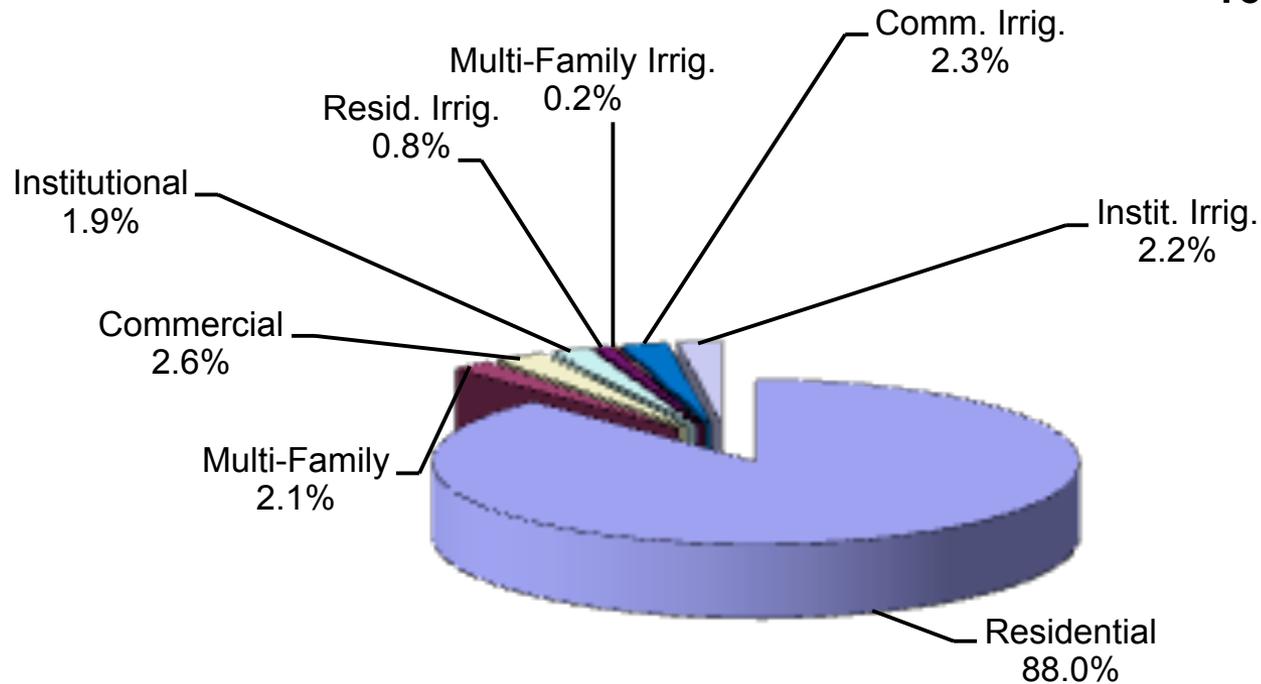
Historical & Forecast Annual Total Water Accounts



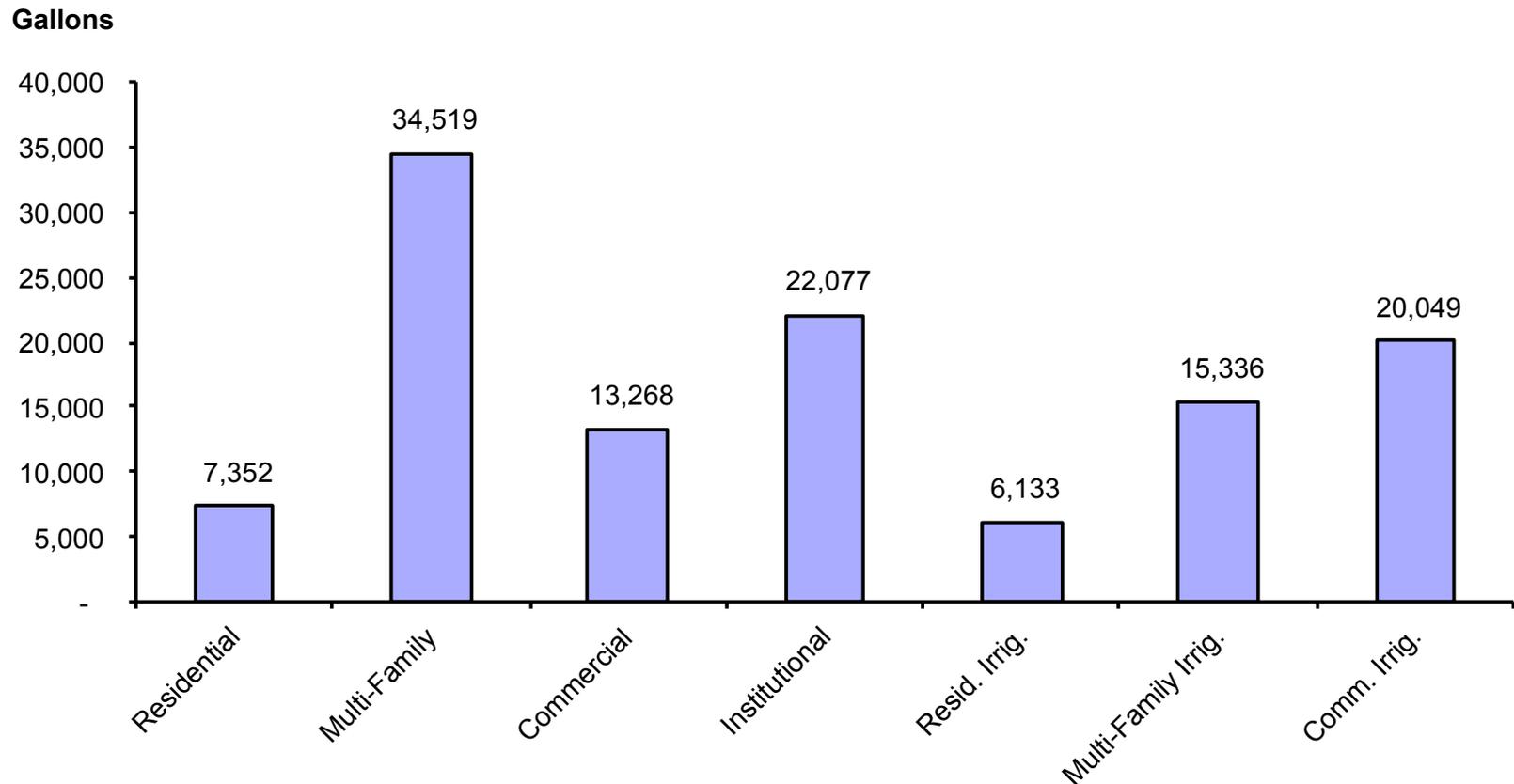
FY 2014 Water Usage by Customer Class



**721,218,555
Total Gallons**



Test Year Average Monthly Water Consumption by Customer Class



FY 2014 Water/WW Cost of Service



	Total Budget	WATER Utility	WASTEWATER Utility
Total Operating/Cap Outlays	\$ 6,312,762	\$ 3,579,821	\$ 2,732,941
Capital Outlays	40,000	35,000	5,000
Debt Service	136,560	136,560	-
General Fund Transfers	<u>890,789</u>	<u>496,501</u>	<u>394,288</u>
Total Cost of Service	7,380,111	4,247,882	3,132,229
Less Non-Rate Revenues	<u>(194,800)</u>	<u>(111,350)</u>	<u>(83,450)</u>
Net Revenue Requirement Raised from Rates	\$ 7,185,311	\$ 4,136,532	\$ 3,048,779

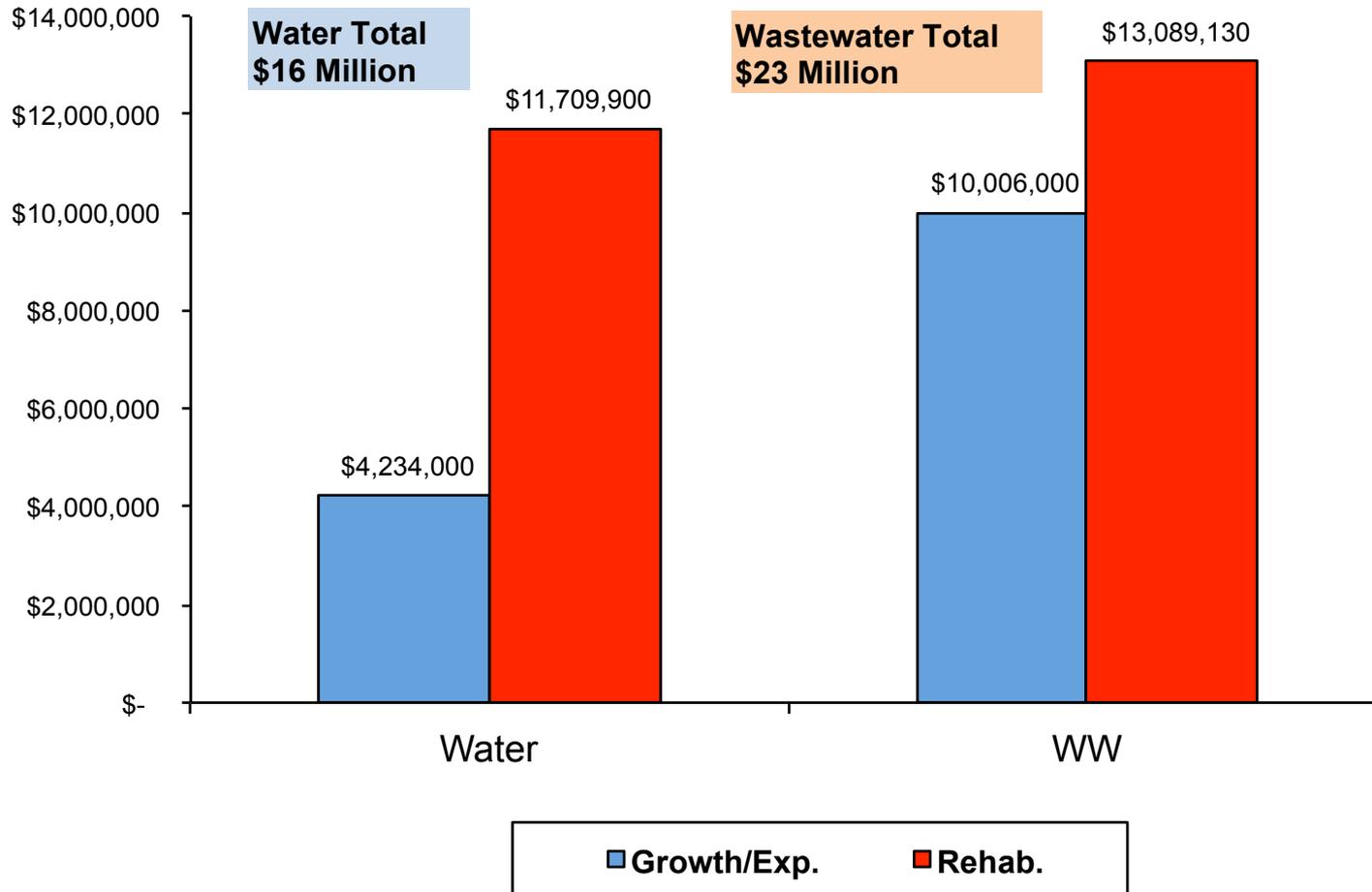
10 Year Forecast Primary Assumptions



- ◆ Most personnel and operating expenses will increase 3% per year
- ◆ Some expenses (insurance/energy) will increase at higher rates – most notably NTMWD
- ◆ Certain expenses will increase with volume and customer growth (electricity/chemicals)
- ◆ Most significant impact on rates – how to fund **capital improvement plan, including repair and replacement**
- ◆ Capital outlays (vehicles, tools, pumps, etc.) are funded through rates in all scenarios



Capital Improvement Plan 2014 -- 2023



Water Rate Structure Findings and General Recommendations



- ◆ Current Residential Water Base Charge is uniform for all meter sizes; all other rate classifications have varying charges for meters up to 2” only
- ◆ Internal audit found existing accounts with meters greater than 2”; modestly higher base charges for these are assessed going forward
- ◆ New “**Large Commercial**” rate class for commercial accounts consuming in excess of 50,000 gallons created – Water and Sewer Base Charges in compliance with AWWA meter capacity ratios & uniform water volume rate equivalent to first tier volume rate instead of the five tiered volume rate

AWWA Meter Capacity Ratios and New Large Commercial Water Rate Class



Displacement Meters

Meter Size (Inches)	Flow Rate Gal/Minute	Equivalents Relative to 5/8" Meter	Current Minimum Charge	Minimum Charge at Equivalency	Proposed Lg Commercial Minimum Charge FY 2015
5/8	15	1.00	\$ 8.56	\$ 8.56	\$ 11.13
3/4*	25	1.67	8.56	14.30	18.58
1	40	2.67	13.54	22.86	29.71
1 1/2	50	3.33	21.87	28.50	37.06
2	100	6.67	31.85	57.10	74.22
3	150	10.00	31.85	85.60	111.28
4	200	13.33	31.85	114.10	148.34
6	500	33.33	31.85	285.30	370.90

*Sachse currently has no 3/4" meters and no listed charge for them

Changes to Rate Model Since Initial Worksession with Staff

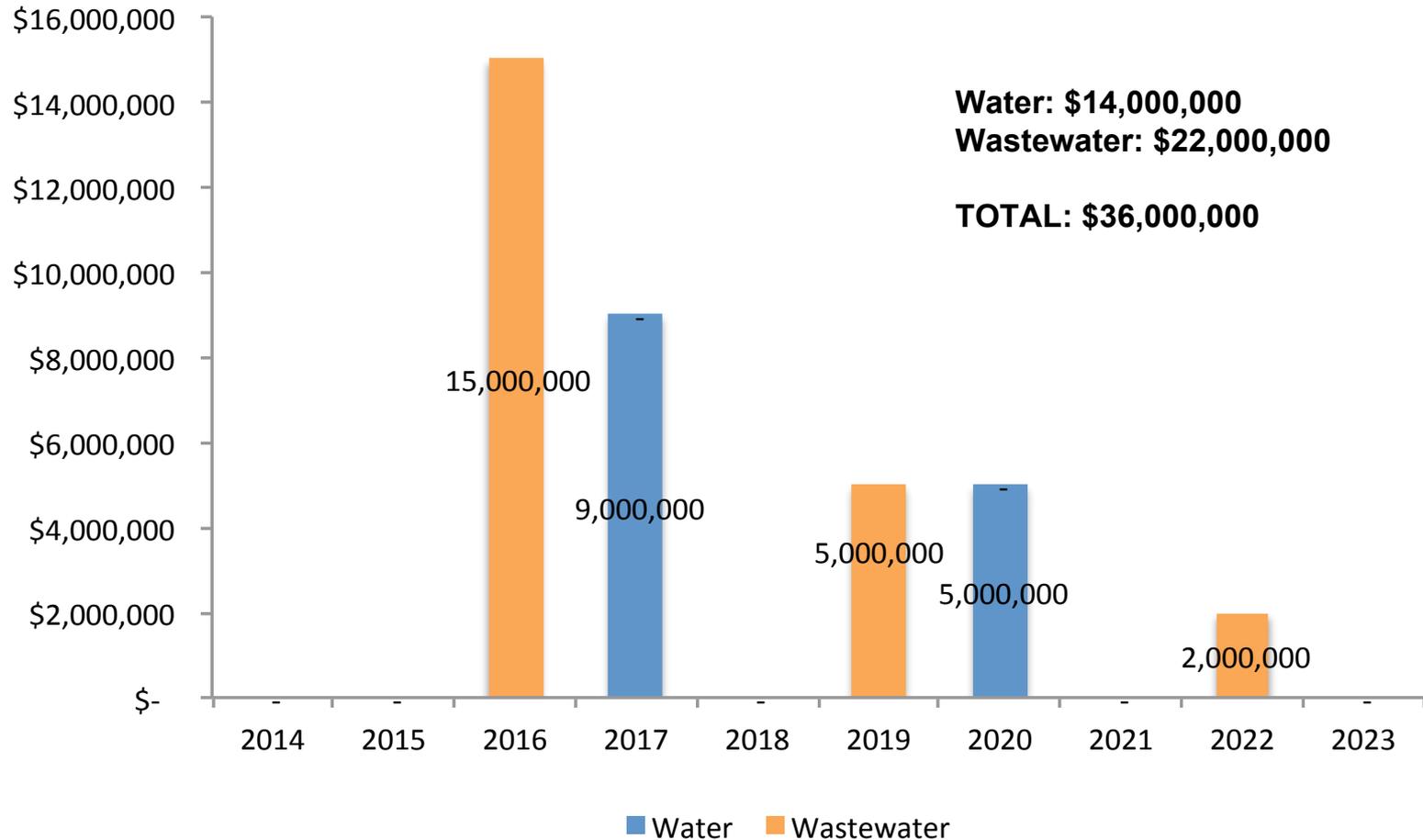


- ◆ Updated Capital Outlays/CIP and Debt based on revised data provided after initial meeting with staff
- ◆ Updated volume model and rate model with City data for March, April and May 2014
- ◆ Updated rate model with new data including meters in excess of 2” as detected during City audit; developed comparative base charges for water and sewer meters 3” and greater
- ◆ NTMWD extended water restrictions; forecast assumes they remain in effect indefinitely – currently cannot justify forecasting for “normal” weather and consumption – consumption forecast made more conservative
- ◆ Added rate detail for New Large Commercial Water and WW rate classes

Rate Alternatives

- ◆ **Alternative 1** – Fund 100% of CIP, including repair and replacement, through Utility Fund
- ◆ **Alternative 2** – Fund 50% of CIP, including repair and replacement, through Utility Fund
- ◆ **Alternative 3** – Fund 25% of CIP, including repair and replacement, through Utility Fund
- ◆ **Alternative 4** – Fund \$150,000 per year of capital improvements through Utility Fund
- ◆ **Alternative 5** – Limited CIP – fund only WW project, property purchase for overhead storage, New Water Tower in Yr 5 and \$150,000 annually for Repair and Replacement

Projected Bond Issues – Alt 1 100% CIP Funding Scenario



Water/Wastewater Alt 1 100% CIP Funding Scenario Cost of Service



Scenario:

Alt 1 - 100% Cap Funding

	2014	2015	2016	2017	2018
WATER Utility Revenue Requirement					
Operating Expenses	\$ 4,076,322	\$ 4,403,511	\$ 4,788,447	\$ 5,169,538	\$ 5,565,446
Capital Outlays (Vehicles,Meters,Pumps)	35,000	65,000	61,000	35,000	335,000
Debt Service	<u>136,560</u>	<u>137,738</u>	<u>138,694</u>	<u>837,413</u>	<u>840,020</u>
Total Cost of Service	4,247,882	4,606,249	4,988,141	6,041,951	6,740,467
WASTEWATER Utility Revenue Requirement					
Operating Expenses	3,127,229	3,268,890	3,417,074	3,545,361	3,670,564
Capital Outlays/ Rep. & Repl.	5,000	105,000	5,000	5,000	115,000
Debt Service	<u>-</u>	<u>-</u>	<u>1,163,330</u>	<u>1,166,938</u>	<u>1,170,663</u>
Total Cost of Service	3,132,229	3,373,890	4,585,405	4,717,300	4,956,227

Alternative 1 – 100% CIP Funding Uniform Water/WW Adjustments



Effective Date of Rate Adjustment

Current Oct-14 Oct-15 Oct-16 Oct-17 Oct-18

Alt 1 - 100% Cap Funding

WATER Rates

Minimum Charge -- Residential Volume Charge	Current	Oct-14	Oct-15	Oct-16	Oct-17	Oct-18
0 -- 10,000	\$ 8.56	\$ 10.70	\$ 13.05	\$ 15.66	\$ 17.23	\$ 18.27
10001 -- 15,000	2.96	3.70	4.51	5.42	5.96	6.32
15001 -- 20,000	3.69	4.61	5.63	6.75	7.43	7.87
20001 -- 30,000	4.44	5.55	6.77	8.13	8.94	9.47
30001 -- Above	5.18	6.48	7.90	9.48	10.43	11.05
	5.92	7.40	9.03	10.83	11.92	12.63

WASTEWATER Rates

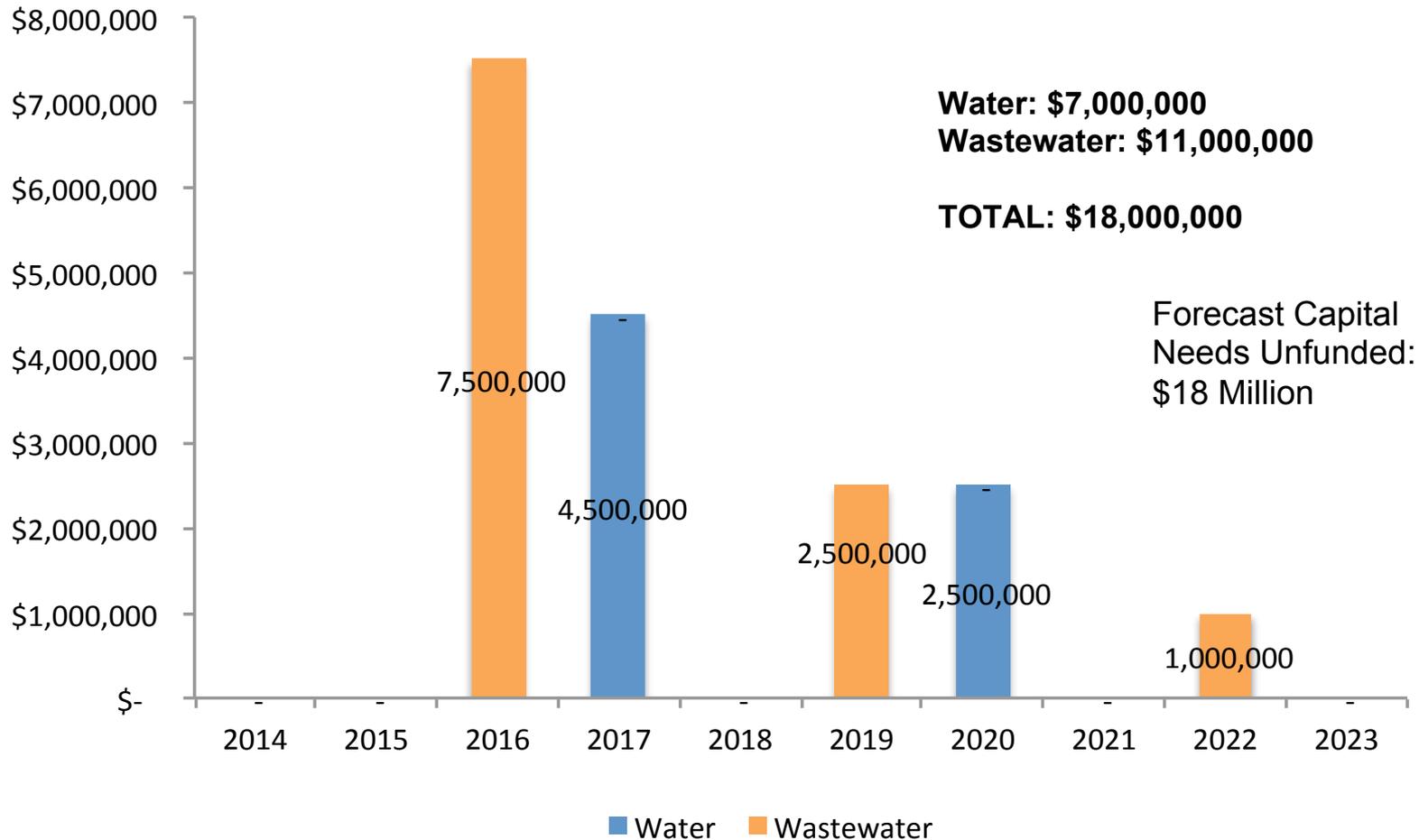
Residential -- Minimum Volume/1,000 Gal (Based on Winter Avg)	Current	Oct-14	Oct-15	Oct-16	Oct-17	Oct-18
	\$ 8.03	\$ 9.64	\$ 11.56	\$ 12.26	\$ 12.99	\$ 13.77
	4.47	5.36	6.44	6.82	7.23	7.67

Residential Monthly Bills

	Current	Oct-14	Oct-15	Oct-16	Oct-17	Oct-18
5,000 Water, 5,000 WW	\$ 53.74	\$ 65.66	\$ 79.37	\$ 89.12	\$ 96.18	\$ 101.95
		11.92	13.72	9.75	7.06	5.77
10,000 Water, 5,000 WW	68.54	84.16	101.94	116.20	125.97	133.53
		15.62	17.79	14.26	9.77	7.56
30,000 Water, 10,000 WW	183.34	226.54	275.11	319.50	348.23	369.13
		43.20	48.57	44.39	28.73	20.89



Projected Bond Issues – Alternative 2 50% CIP Funding Scenario



Water/Wastewater Alt 2 50% CIP Funding Scenario Cost of Service



Scenario:

Alt 2 - 50% Cap Funding

	2014	2015	2016	2017	2018
WATER Utility Revenue Requirement					
Operating Expenses	\$ 4,076,322	\$ 4,403,511	\$ 4,788,447	\$ 5,169,538	\$ 5,565,446
Capital Outlays (Vehicles,Meters,Pumps	35,000	65,000	61,000	35,000	335,000
Debt Service	<u>136,560</u>	<u>137,738</u>	<u>138,694</u>	<u>488,414</u>	<u>489,939</u>
Total Cost of Service	4,247,882	4,606,249	4,988,141	5,692,952	6,390,385
WASTEWATER Utility Revenue Requirement					
Operating Expenses	3,127,532	3,269,200	3,417,392	3,545,688	3,670,898
Capital Outlays/ Rep. & Repl.	5,000	105,000	5,000	5,000	115,000
Debt Service	<u>-</u>	<u>-</u>	<u>581,665</u>	<u>583,469</u>	<u>585,332</u>
Total Cost of Service	3,132,532	3,374,200	4,004,058	4,134,157	4,371,230

Alternative 2 – 50% CIP Funding Uniform Water/WW Adjustments



Effective Date of Rate Adjustment

Current Oct-14 Oct-15 Oct-16 Oct-17 Oct-18

Alt 2 - 50% Cap Funding

WATER Rates

Minimum Charge -- Residential Volume Charge	Current	Oct-14	Oct-15	Oct-16	Oct-17	Oct-18
0 -- 10,000	\$ 8.56	\$ 11.13	\$ 12.80	\$ 14.72	\$ 16.19	\$ 17.16
10001 -- 15,000	2.96	3.85	4.43	5.09	5.60	5.93
15001 -- 20,000	3.69	4.80	5.52	6.34	6.98	7.40
20001 -- 30,000	4.44	5.77	6.64	7.63	8.40	8.90
30001 -- Above	5.18	6.73	7.74	8.91	9.80	10.38
	5.92	7.70	8.85	10.18	11.20	11.87

WASTEWATER Rates

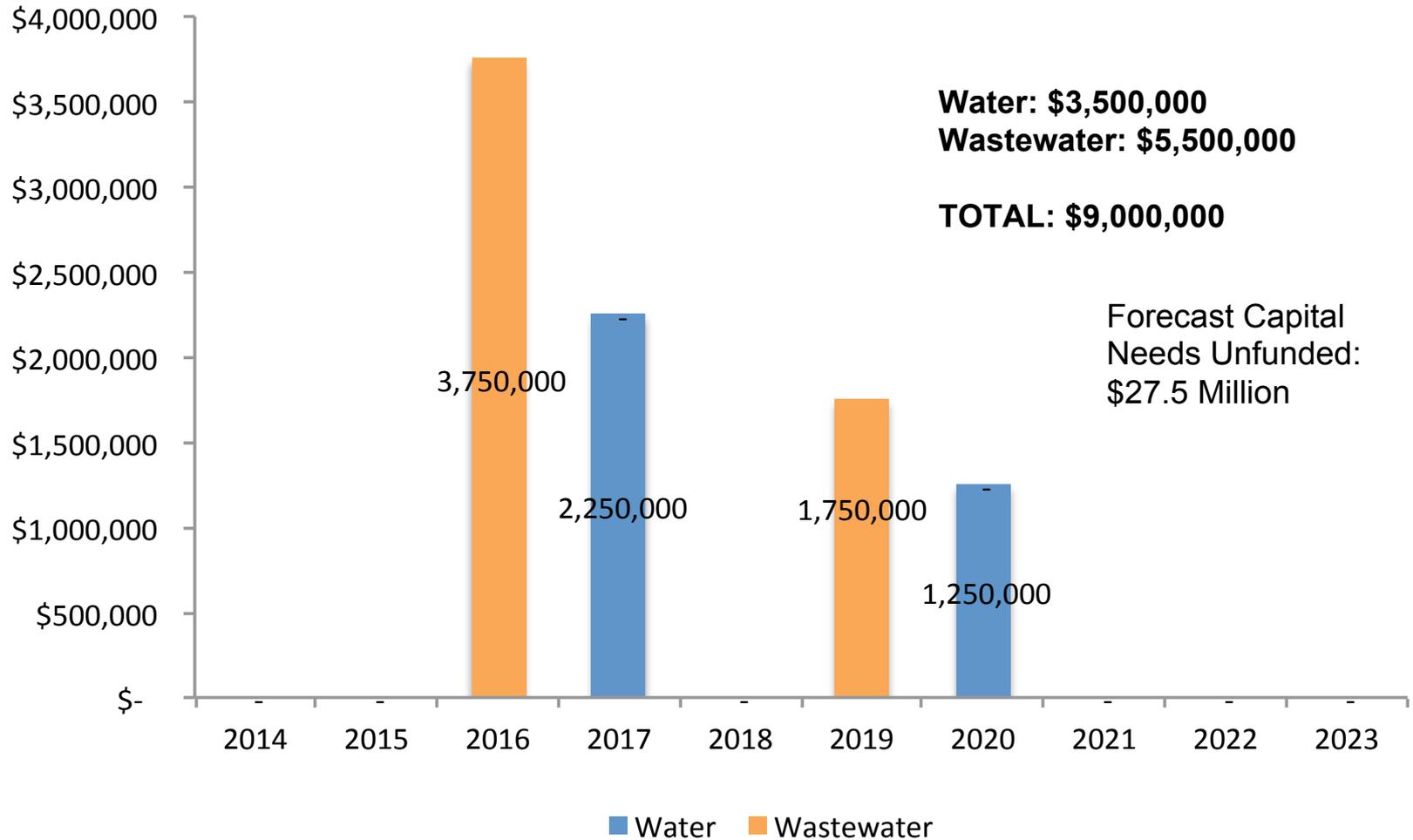
Residential -- Minimum Volume/1,000 Gal (Based on Winter Avg)	Current	Oct-14	Oct-15	Oct-16	Oct-17	Oct-18
	\$ 8.03	\$ 9.23	\$ 10.16	\$ 10.56	\$ 10.99	\$ 11.43
	4.47	5.14	5.65	5.88	6.12	6.36

Residential Monthly Bills

Residential Monthly Bills	Current	Oct-14	Oct-15	Oct-16	Oct-17	Oct-18
5,000 Water, 5,000 WW	\$ 53.74	\$ 65.31	\$ 73.35	\$ 80.13	\$ 85.74	\$ 90.06
		11.57	8.05	6.78	5.61	4.31
10,000 Water, 5,000 WW	68.54	84.55	95.48	105.57	113.73	119.73
		16.01	10.93	10.09	8.16	5.99
30,000 Water, 10,000 WW	183.34	230.43	261.97	293.92	319.15	336.86
		47.09	31.53	31.96	25.23	17.71



Projected Bond Issues – Alternative 3 25% CIP Funding Scenario



Water/Wastewater Alt 3 25% CIP Funding Scenario Cost of Service



Scenario:

Alt 3 - 25% Cap Funding

	2014	2015	2016	2017	2018
WATER Utility Revenue Requirement					
Operating Expenses	\$ 4,076,322	\$ 4,403,511	\$ 4,788,447	\$ 5,169,538	\$ 5,565,446
Capital Outlays (Vehicles,Meters,Pumps)	35,000	65,000	61,000	35,000	335,000
Debt Service	<u>136,560</u>	<u>137,738</u>	<u>138,694</u>	<u>313,915</u>	<u>314,898</u>
Total Cost of Service	4,247,882	4,606,249	4,988,141	5,518,452	6,215,344
WASTEWATER Utility Revenue Requirement					
Operating Expenses	3,127,532	3,269,200	3,417,392	3,545,688	3,670,898
Capital Outlays/ Rep. & Repl.	5,000	105,000	5,000	5,000	115,000
Debt Service	<u>-</u>	<u>-</u>	<u>290,833</u>	<u>291,735</u>	<u>292,666</u>
Total Cost of Service	3,132,532	3,374,200	3,713,225	3,842,422	4,078,564

Alternative 3 – 25% CIP Funding Uniform Water/WW Adjustments



Effective Date of Rate Adjustment

	Current	Oct-14	Oct-15	Oct-16	Oct-17	Oct-18
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Alt 3 - 25% Cap Funding

WATER Rates

Minimum Charge -- Residential	\$	8.56	\$	11.13	\$	12.80	\$	14.33	\$	15.77	\$	16.71
Volume Charge												
0 -- 10,000		2.96		3.85		4.43		4.96		5.45		5.78
10001 -- 15,000		3.69		4.80		5.52		6.18		6.80		7.20
15001 -- 20,000		4.44		5.77		6.64		7.43		8.18		8.67
20001 -- 30,000		5.18		6.73		7.74		8.67		9.54		10.11
30001 -- Above		5.92		7.70		8.85		9.91		10.90		11.56

WASTEWATER Rates

Residential -- Minimum	\$	8.03	\$	9.23	\$	9.60	\$	9.99	\$	10.39	\$	10.80
Volume/1,000 Gal		4.47		5.14		5.35		5.56		5.78		6.01
(Based on Winter Avg)												

Residential Monthly Bills

5,000 Water, 5,000 WW	\$	53.74	\$	65.31	\$	71.26	\$	76.90	\$	82.32	\$	86.48
				11.57		5.95		5.64		5.42		4.15
10,000 Water, 5,000 WW		68.54		84.55		93.38		101.68		109.58		115.37
				16.01		8.84		8.30		7.90		5.79
30,000 Water, 10,000 WW		183.34		230.43		258.33		284.28		308.77		325.94
				47.09		27.89		25.95		24.49		17.16

Projected Bond Issues – Alt 4 \$150,000 Annually Funding Scenario

- ◆ No new debt issued in Alt 4
- ◆ Additional \$150,000 annually added to Capital Outlays for minimal Repair and Replacement projects beginning in FY 2015
- ◆ Total Expenditures for Repair and Replacement = \$1,350,000; sufficient only to complete about **6%** of needed R&R
- ◆ **Unfunded Capital Needs in Forecast Period = \$35,000,000**

Alternative 4 – \$150,000/YR Funding Uniform Water/WW Adjustments



	Effective Date of Rate Adjustment					
	Current	Oct-14	Oct-15	Oct-16	Oct-17	Oct-18

Alt 4 - No CIP; \$150,000/Yr add to Cap Outlays

WATER Rates

Minimum Charge -- Residential	\$	8.56	\$	11.64	\$	12.81	\$	14.09	\$	15.49	\$	16.42
Volume Charge												
0 -- 10,000		2.96		4.03		4.43		4.87		5.36		5.68
10001 -- 15,000		3.69		5.02		5.52		6.07		6.68		7.08
15001 -- 20,000		4.44		6.04		6.64		7.31		8.04		8.52
20001 -- 30,000		5.18		7.04		7.75		8.52		9.38		9.94
30001 -- Above		5.92		8.05		8.86		9.74		10.72		11.36

WASTEWATER Rates

Residential -- Minimum	\$	8.03	\$	9.15	\$	9.43	\$	9.71	\$	10.00	\$	10.30
Volume/1,000 Gal		4.47		5.10		5.25		5.41		5.57		5.74
(Based on Winter Avg)												

Residential Monthly Bills

5,000 Water, 5,000 WW	\$	53.74	\$	66.40	\$	70.62	\$	75.18	\$	80.13	\$	83.80
				12.66		4.22		4.56		4.95		3.67
10,000 Water, 5,000 WW		68.54		86.53		92.76		99.54		106.92		112.20
				17.99		6.23		6.78		7.38		5.28
30,000 Water, 10,000 WW		183.34		237.74		257.31		278.70		302.11		318.27
				54.40		19.57		21.40		23.41		16.16

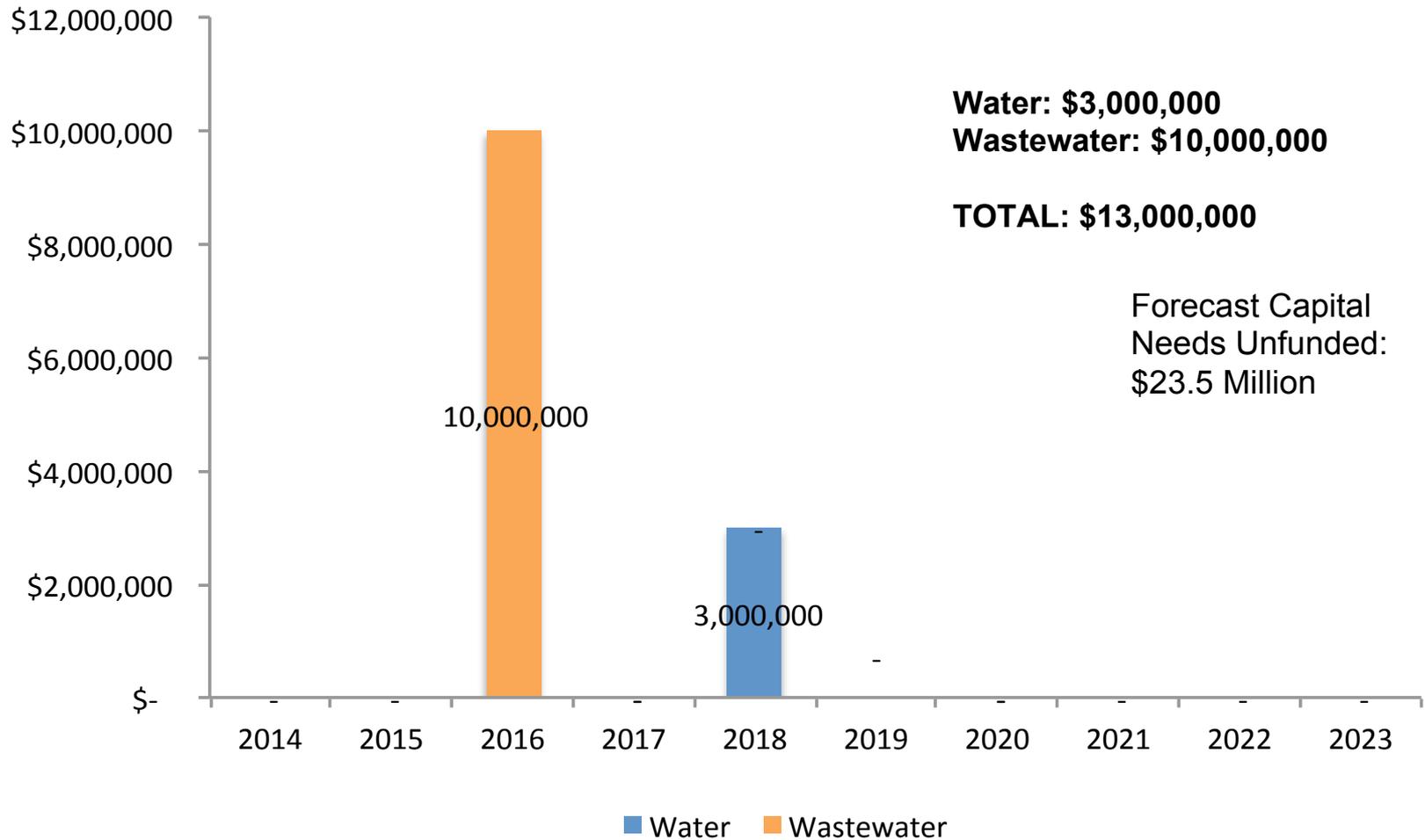


Projected Bond Issues – Alt 5 Key Projects Plus \$150,000 / Yr CIP Funding

- ◆ Funding only for growth & expansion projects, limited repair & replacement
 - ❖ Sewer Project -- \$10,000,000 in FY 2016
 - ❖ Property purchase for overhead storage -- \$652,000 in FY 2015
 - ❖ New Water Tower -- \$3,400,000 in FY 2018
 - ❖ \$150,000 annually for Repair and Replacement (added to Capital Outlays)
- ◆ Total Expenditures for Repair and Replacement = \$1,500,000; sufficient only to complete about **6%** of needed R&R
- ◆ **Unfunded Capital Needs in Forecast Period = \$23,500,000**



Projected Bond Issues – Alt 5 Key Projects & \$150,000 CIP Scenario



Water/Wastewater Alt 5 Key Projects & \$150,000/Yr Scenario Cost of Service



Scenario:

Alt 5 - Key Projects & \$150,000/Yr

	2014	2015	2016	2017	2018
WATER Utility Revenue Requirement					
Operating Expenses	\$ 4,076,322	\$ 4,403,511	\$ 4,788,447	\$ 5,169,538	\$ 5,565,446
Capital Outlays (Vehicles,Meters,Pumps	110,000	140,000	136,000	110,000	410,000
Debt Service	<u>136,560</u>	<u>137,738</u>	<u>138,694</u>	<u>139,415</u>	<u>372,524</u>
Total Cost of Service	4,322,882	4,681,249	5,063,141	5,418,953	6,347,970
WASTEWATER Utility Revenue Requirement					
Operating Expenses	3,127,532	3,269,200	3,417,392	3,545,688	3,670,898
Capital Outlays/ Rep. & Repl.	80,000	180,000	80,000	80,000	190,000
Debt Service	<u>-</u>	<u>-</u>	<u>775,554</u>	<u>777,959</u>	<u>780,442</u>
Total Cost of Service	3,207,532	3,449,200	4,272,946	4,403,646	4,641,340

Alternative 5 – Key Projects Uniform Water/WW Adjustments



Effective Date of Rate Adjustment

Current Oct-14 Oct-15 Oct-16 Oct-17 Oct-18

Alt 5 - Key Projects & \$150,000/Yr

WATER Rates

Minimum Charge -- Residential Volume Charge	Current	Oct-14	Oct-15	Oct-16	Oct-17	Oct-18
0 -- 10,000	\$ 8.56	\$ 11.47	\$ 13.19	\$ 14.51	\$ 15.96	\$ 16.92
10001 -- 15,000	2.96	3.97	4.56	5.02	5.52	5.85
15001 -- 20,000	3.69	4.94	5.69	6.25	6.88	7.29
20001 -- 30,000	4.44	5.95	6.84	7.53	8.28	8.78
30001 -- Above	5.18	6.94	7.98	8.78	9.66	10.24
	5.92	7.93	9.12	10.03	11.04	11.70

WASTEWATER Rates

Residential -- Minimum Volume/1,000 Gal (Based on Winter Avg)	Current	Oct-14	Oct-15	Oct-16	Oct-17	Oct-18
	\$ 8.03	\$ 9.23	\$ 10.62	\$ 11.15	\$ 11.49	\$ 11.83
	4.47	5.14	5.91	6.21	6.39	6.59

Residential Monthly Bills

	Current	Oct-14	Oct-15	Oct-16	Oct-17	Oct-18
5,000 Water, 5,000 WW	\$ 53.74	\$ 66.24	\$ 76.18	\$ 81.78	\$ 87.01	\$ 90.93
		12.50	9.94	5.61	5.23	3.92
10,000 Water, 5,000 WW	68.54	86.07	98.98	106.87	114.61	120.18
		17.53	12.91	7.89	7.73	5.57
30,000 Water, 10,000 WW	183.34	235.66	271.01	294.62	318.96	335.83
		52.32	35.35	23.61	24.34	16.87

Comparison of Alternatives 1 - 5



	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Alt 1 - 100% Cap Funding					
10,000 Gal W & 5,000 Gal WW	\$ 68.54	\$ 84.16	\$ 101.94	\$ 116.20	\$ 125.97
\$ Increase		15.62	17.79	14.26	9.77
Fully Funded CIP					
Alt 2 - 50% Cap Funding					
10,000 Gal W & 5,000 Gal WW	\$ 68.54	\$ 84.55	\$ 95.48	\$ 105.57	\$ 113.73
\$ Increase		16.01	10.93	10.09	8.16
\$16,891,192 Unfunded CIP					
Alt 3 - 25% Cap Funding					
10,000 Gal W & 5,000 Gal WW	\$ 68.54	\$ 84.55	\$ 93.38	\$ 101.68	\$ 109.58
\$ Increase		16.01	8.84	8.30	7.90
\$25,336,787 Unfunded CIP					
Alt 4 - \$150,000/Yr Cap Funding					
10,000 Gal W & 5,000 Gal WW	\$ 68.54	\$ 86.53	\$ 92.76	\$ 99.54	\$ 106.92
\$ Increase		17.99	6.23	6.78	7.38
\$27,500,000 Unfunded CIP					
Alt 5 - Key Projects & \$150,000/Yr					
10,000 Gal W & 5,000 Gal WW	\$ 68.54	\$ 86.07	\$ 98.98	\$ 106.87	\$ 114.61
\$ Increase		17.53	12.91	7.89	7.73
\$23,500 Unfunded CIP					

Notes on Rate Scenarios



- ◆ Each of the alternatives shares common Fund Balance target of 75 Days of Operating Expenses, goal of 90 to 120 Days and target debt capacity ratio of 1.25 or greater
- ◆ Rate adjustments will be required under any scenario especially with increases from NTMWD
- ◆ Changes to expected growth in new accounts, relief from ongoing drought or Stage 4 watering restrictions should trigger revisions to rate plans
- ◆ Timing and amounts of CIP (including Repair and Replacement) related debt will be key assumption behind rate plan alternatives

Summary Next Steps



- ◆ Obtain feedback, respond to questions
- ◆ Review assumptions and revise alternatives as needed
- ◆ Complete draft rate study report and submit for review
- ◆ Prepare consolidated presentation for Council Meeting and Public Hearing





WATER/SEWER RATE CIP FUNDING

CITY COUNCIL

JULY 7, 2014

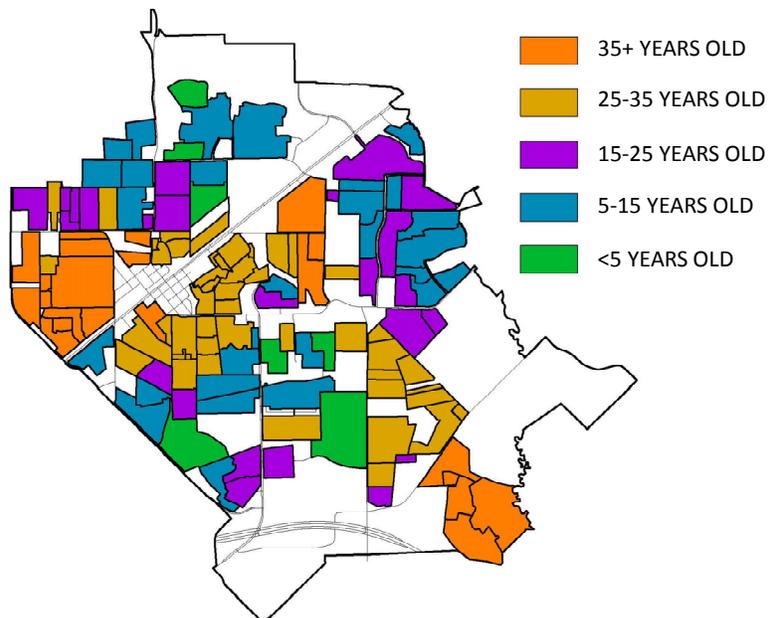
Impact on Residential Monthly Charge 10,000 Gal Water, 5,000 Gal WW

	<u>Current</u>	<u>Oct-14</u>	<u>Oct-15</u>	<u>Oct-16</u>	<u>Oct-17</u>	<u>Oct-18</u>
Alt 1 -- 100% CIP	\$ 68.54	\$ 84.16 15.62	\$ 101.94 17.79	\$ 116.20 14.26	\$ 125.97 9.77	\$ 133.53 7.56
Alt 2 -- 50% CIP	68.54 -	84.16 15.62	94.96 10.80	104.79 9.83	112.77 7.98	118.66 5.90
Alt 3 -- 25% CIP	68.54	84.16 15.62	92.50 8.35	100.31 7.81	107.73 7.41	113.10 5.37
Alt 4 -- \$150,000 Annual CIP	68.54	86.06 17.52	91.75 5.69	97.95 6.20	104.72 6.76	109.45 4.74
Alt 5 -- Special Projects CIP	68.54	86.07 17.53	98.63 12.56	105.71 7.08	113.41 7.70	118.94 5.54

OVERVIEW

- The Preliminary Water/Sewer Rate Study identified 5 rate alternatives including funding options for public infrastructure.
- The public infrastructure included in the rate alternatives includes a mix of:
 - Rehabilitation/Replacement of existing water and sewer infrastructure
 - New infrastructure required for long-term growth

Subdivision Infrastructure Age



Alternative #1 – Fund 100%

- **Includes funding of all identified rehabilitation & replacement.....\$8M**
 - Water rehab/replacement.....\$4.3M
 - Sewer rehab/replacement.....\$3.7M
- **Includes funding of all Water CIP Projects.....\$10M**
 - Property for 1.25 MG Elevated Water Storage Tank.....\$600K
 - 1.25 MG Elevated Water Storage Tank.....\$3.4M
 - CIP Water Mains.....\$6M
- **Includes funding of all Sewer CIP Projects.....\$18M**
 - Southeast Lift Station.....\$2.3M
 - 24" Gravity Sewer from Sachse Road LS to Southeast LS.....\$3.5M
 - PGBT Sewer System.....\$2.7M
 - CIP Sewer Mains.....\$9.5M

TOTAL: \$36M

Alternative #2 – Fund 50%

- **Includes partial funding of rehabilitation & replacement.....\$4M**
 - Water rehab/replacement.....\$2.1M
 - Sewer rehab/replacement.....\$1.9M
- **Includes partial funding of Water CIP Projects.....\$4M**
 - Property for 1.25 MG Elevated Water Storage Tank.....\$600K
 - 1.25 MG Elevated Water Storage Tank.....\$3.4M
- **Includes partial funding of Sewer CIP Projects.....\$10M**
 - Southeast Lift Station.....\$2.3M
 - 24" Gravity Sewer from Sachse Road LS to Southeast LS.....\$3.5M
 - PGBT Sewer System.....\$2.7M
 - CIP Sewer Mains.....\$1.5M

TOTAL: \$18M

Alternative #3 – Fund 25%

- **Includes partial funding of rehabilitation & replacement.....\$500K**
 - Water rehab/replacement.....\$250K
 - Sewer rehab/replacement.....\$250K
- **Includes partial funding of Water CIP Projects.....\$600K**
 - Property for 1.25 MG Elevated Water Storage Tank.....\$600K
- **Includes partial funding of Sewer CIP Projects.....\$7.9M**
 - Southeast Lift Station.....\$2.3M
 - PGBT Sewer System.....\$2.7M
 - CIP Sewer Mains.....\$2.9M

TOTAL: \$9M

Alternative #4 – Fund Annual \$150k Rehab

- No funding of CIP Projects
- Includes annual funding of \$150,000/year for rehabilitation & replacement of aging infrastructure

Alternative #5 – Fund Key CIP + \$150k Rehab

- Includes annual funding for rehabilitation & replacement.....\$150K/YR
- Includes funding for key Water CIP Projects.....\$4M
 - Property for 1.25 MG Elevated Water Storage Tank.....\$600K
 - 1.25 MG Elevated Water Storage Tank.....\$3.4M
- Includes funding of key Sewer CIP Projects.....\$9M
 - Southeast Lift Station.....\$2.3M
 - 24" Gravity Sewer from Sachse Road LS to Southeast LS.....\$3.5M
 - PGBT Sewer System.....\$2.7M
 - CIP Sewer Mains.....\$500K

TOTAL: \$13M + \$150K/YR

Impact on Residential Monthly Charge 10,000 Gal Water, 5,000 Gal WW

	Current	Oct-14	Oct-15	Oct-16	Oct-17	Oct-18
Alt 1 -- 100% CIP	\$ 68.54	\$ 84.16 15.62	\$ 101.94 17.79	\$ 116.20 14.26	\$ 125.97 9.77	\$ 133.53 7.56
Alt 2 -- 50% CIP	68.54 -	84.16 15.62	94.96 10.80	104.79 9.83	112.77 7.98	118.66 5.90
Alt 3 -- 25% CIP	68.54	84.16 15.62	92.50 8.35	100.31 7.81	107.73 7.41	113.10 5.37
Alt 4 -- \$150,000 Annual CIP	68.54	86.06 17.52	91.75 5.69	97.95 6.20	104.72 6.76	109.45 4.74
Alt 5 -- Special Projects CIP	68.54	86.07 17.53	98.63 12.56	105.71 7.08	113.41 7.70	118.94 5.54



City of Sachse

2014 Water and Wastewater Rate Study and Financial Forecast Council Work Session

economists.com

Updated July 14 2014

Page: 1

Presentation Format



- ◆ Background on Rates
- ◆ Forecast Volumes and Revenue Requirements
- ◆ Capital Improvements
- ◆ Rate Plan Alternatives
- ◆ Next Steps



economists.com

Page: 2

Why are Water/WW Rates Increasing?



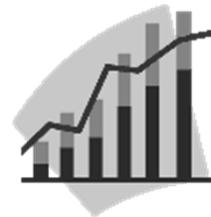
- ◆ Inflation
- ◆ General increases in the cost of doing business
- ◆ NTMWD & Garland rate increases
- ◆ Environmental and other regulations
- ◆ Capital Improvement Plan needed to repair and expand system



Findings Published in Recent Global Management Consulting Rate Survey



- ◆ Since 2001, nationwide residential monthly bill for 7,500 gallons has increased at a rate 250% greater than CPI
- ◆ Average **annual** increase for residential water customers has been **5.6%**
- ◆ For typical residential sewer bills, the average annual increase has been **6.1%**
- ◆ CPI-U average rate of change has been **2.4%**



City of Sachse Current Water/WW Rate Structure



Water Rates

Minimum Charge		
5/8" Meter	\$	8.56
3/4" Meter		8.56
1" Meter		13.54
1 1/2" Meter		21.87
2" Meter		31.85

Water Volume Rates (Residential & Commercial)

Volume Rate (per 1,000 Gallons)		
0 to -10,000	\$	2.96
10,001 to 15,000		3.69
15,001 to 20,000		4.44
20,001 to 30,000		5.18
Over 30,000		5.92

Residential Wastewater Base Rate

Minimum Charge		
All Residential Accounts	\$	8.03

Residential Wastewater Volume Rates

Volume Rate (per 1,000 Gallons)	\$	4.47
---------------------------------	----	------

Residential volume charges are based on average of monthly water usage during November through March with exception of highest month and lowest month.

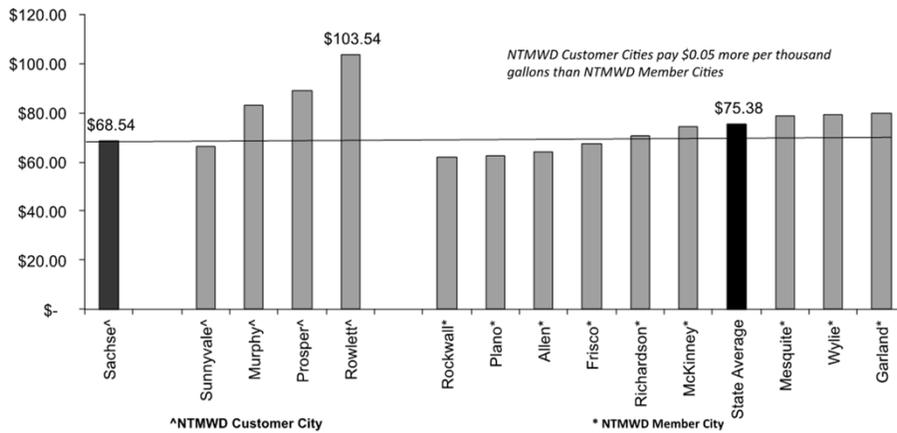
Non-Residential Wastewater Base Rates

Minimum Charge		
5/8"	\$	12.98
3/4"		12.98
1"		21.23
1 1/2"		31.15
2"		31.15

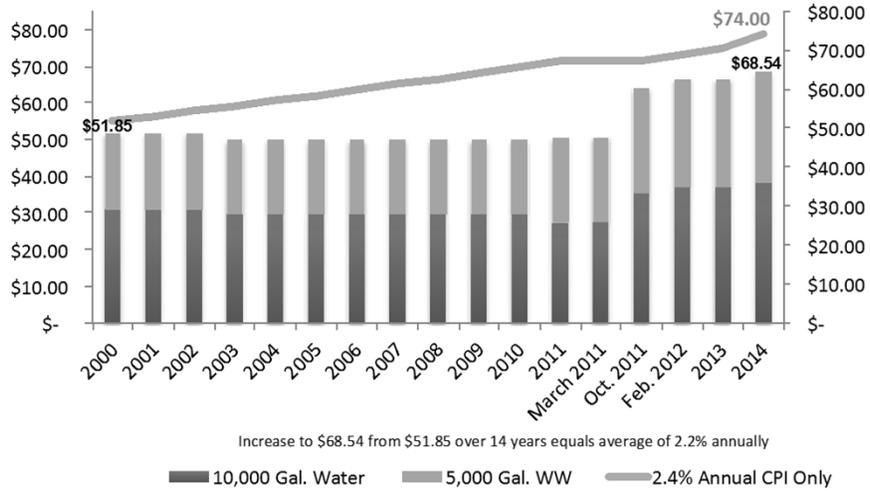
Non-Residential Wastewater Volume Rates

Volume Rate (per 1,000 Gallons)	\$	4.47
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Monthly Residential Charges 10,000 Gal Water; 5,000 Gal WW



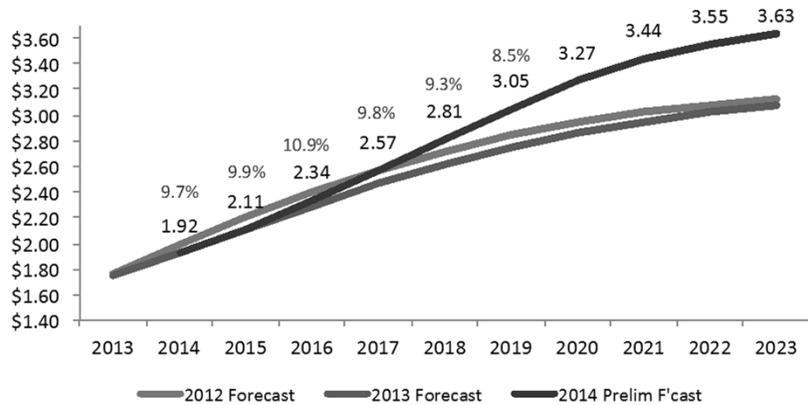
City of Sachse Historical Rates 10,000 Gallons Water & 5,000 Gallons WW



NTMWD Rate Forecasts – Prepare for 10% Annual Increases



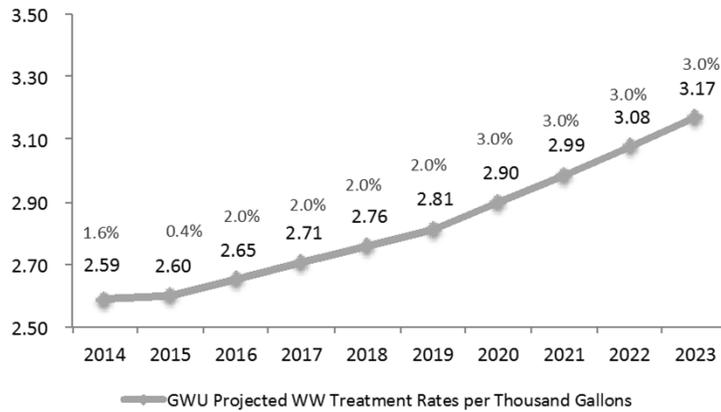
NTMWD comprises **61%** of the City's total Water cost of service



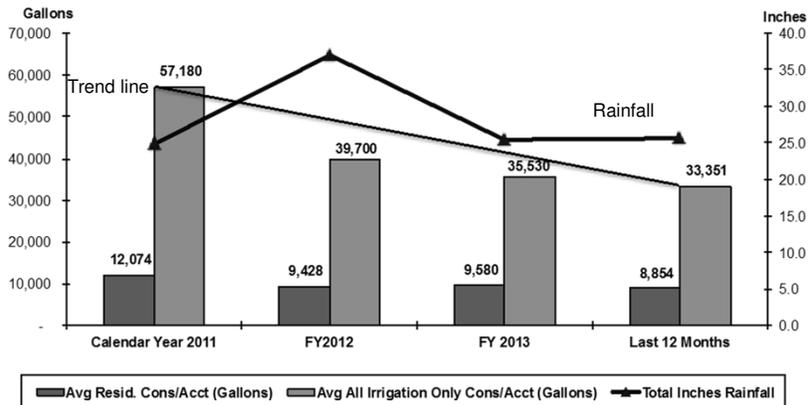
Garland Water Utility Wastewater Treatment Projected Increases



GWU comprises **69%** of the City's total WW Utility Cost of Service



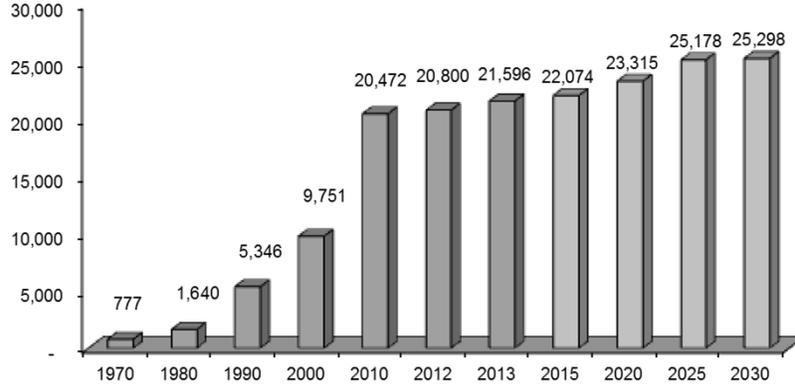
3 Year Residential & All Irrigation Consumption With Total Annual Precipitation



Forecast Population Growth

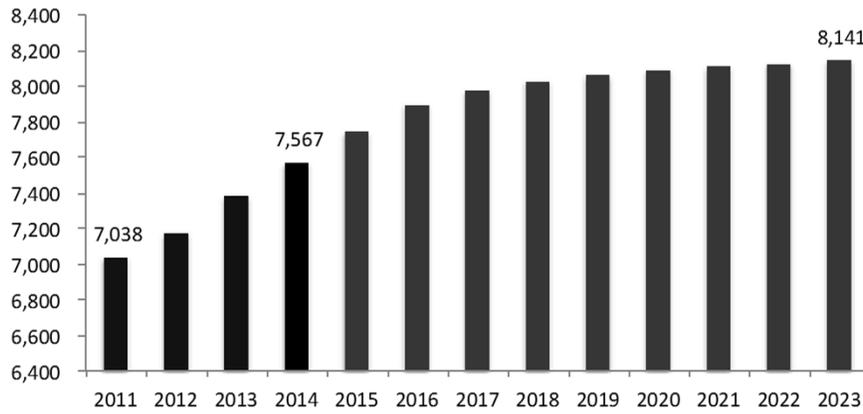


Population Growth
 1970 – 2012 Averaged 8.1% Annually
 2013 – 2025 Expected to Average 1.5% Annually

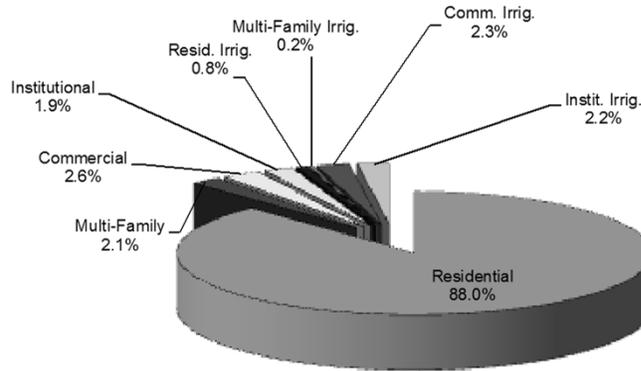


Source: US Census, TWDB, NCTCOG

Historical & Forecast Annual Total Water Accounts



FY 2014 Water Usage by Customer Class



**721,218,555
Total Gallons**

FY 2014 Water/WW Cost of Service



	Total Budget	WATER Utility	WASTEWATER Utility
Total Operating/Cap Outlays	\$ 6,313,065	\$ 3,579,821	\$ 2,733,244
Capital Outlays	40,000	35,000	5,000
Debt Service	136,560	136,560	-
General Fund Transfers	<u>890,789</u>	<u>496,501</u>	<u>394,288</u>
Total Cost of Service	7,380,414	4,247,882	3,132,532
Less Non-Rate Revenues	<u>(194,800)</u>	<u>(111,350)</u>	<u>(83,450)</u>
Net Revenue Requirement	\$ 7,185,614	\$ 4,136,532	\$ 3,049,082

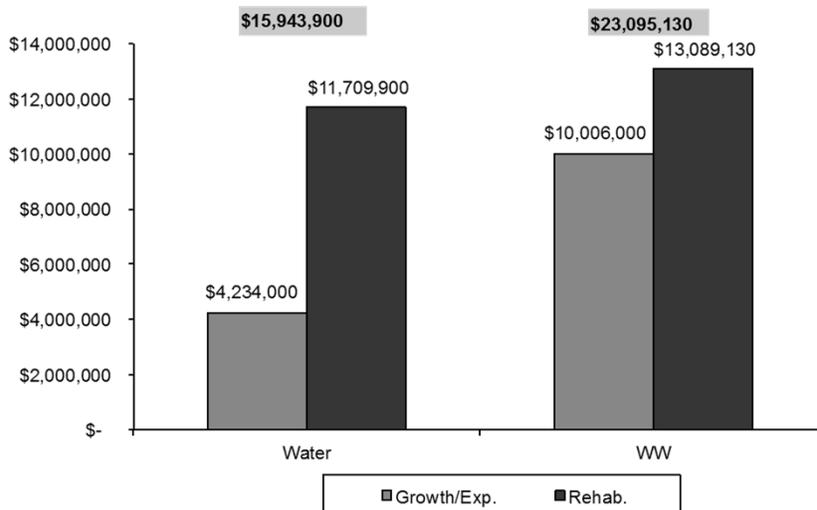
10 Year Forecast Primary Assumptions



- ◆ Most personnel and operating expenses will increase 3% per year
- ◆ Some expenses (insurance/energy) will increase at higher rates – most notably NTMWD
- ◆ Certain expenses will increase with volume and customer growth (electricity/chemicals)
- ◆ Most significant impact on rates – how to fund **capital improvement plan, including repair and replacement**



Capital Improvement Plan 2014 -- 2023



Notes on Rate Alternatives



- ◆ Under any scenario, rate adjustments are required to fund increasing operating expenses and NTMWD/Garland costs
- ◆ Ultimate level of rate adjustments will depend on the degree to which City funds its long-term capital improvement needs
- ◆ 6 alternatives will be presented to illustrate the impact of differing assumptions for CIP funding



Rate Plan Alternatives



- ◆ **Alternative 1** – Fund 100% of CIP, including repair and replacement
- ◆ **Alternative 2** – Fund 50% of CIP, including repair and replacement
- ◆ **Alternative 2.5** - Fund – Partial funding of repair & replacement, purchase of property for Water Storage tank, and \$6.5 Million in funding for Sewer CIP
- ◆ **Alternative 3** – Fund 25% of CIP, including repair and replacement
- ◆ **Alternative 4** – Fund \$150,000 per year of capital improvements
- ◆ **Alternative 5** – Limited CIP – fund only WW project, property purchase for overhead storage, New Water Tower and \$150,000 annually for Repair and Replacement

Forecast Bond Issues 2014-2019 Alternatives 1-5



Alt	Water	Wastewater	Total
1	\$ 14,000,000	\$ 22,000,000	\$ 36,000,000
2	7,000,000	11,000,000	18,000,000
2.5	2,750,000	8,400,000	11,150,000
3	3,500,000	5,500,000	9,000,000
4	-	-	-
5	3,000,000	10,000,000	13,000,000

Alternative 1 -- 100% CIP Funding Forecast Cost of Service



	2014	2015	2016	2017	2018
WATER Utility Revenue Requirement					
Operating Expenses	\$ 4,076,322	\$ 4,403,511	\$ 4,788,447	\$ 5,169,538	\$ 5,565,446
Capital Outlays (Vehicles, Meters, Pumps)	35,000	65,000	61,000	35,000	335,000
Debt Service	136,560	137,738	138,694	837,413	840,020
Total Cost of Service	4,247,882	4,606,249	4,988,141	6,041,951	6,740,467
WASTEWATER Utility Revenue Requirement					
Operating Expenses	3,127,532	3,222,790	3,357,542	3,472,091	3,582,997
Capital Outlays/ Rep. & Repl.	5,000	105,000	5,000	5,000	115,000
Debt Service	-	-	1,163,330	1,166,938	1,170,663
Total Cost of Service	3,132,532	3,327,790	4,525,872	4,644,030	4,868,661

Alternative 1 – 100% CIP Funding Proposed Rate Plan



	Effective Date of Rate Adjustment					
	Current	Oct-14	Oct-15	Oct-16	Oct-17	Oct-18

Alt 1 - 100% CIP Funding

WATER Rates

Minimum Charge -- Residential	\$ 8.56	\$ 10.70	\$ 13.05	\$ 15.66	\$ 17.23	\$ 18.27
Volume Charge						
- -- 10,000	2.96	3.70	4.51	5.42	5.96	6.32
10,001 -- 15,000	3.69	4.61	5.63	6.75	7.43	7.87
15,001 -- 20,000	4.44	5.55	6.77	8.13	8.94	9.47
20,001 -- 30,000	5.18	6.48	7.90	9.48	10.43	11.05
30,001 -- Above	5.92	7.40	9.03	10.83	11.92	12.63

WASTEWATER Rate

Residential -- Minimum	8.03	9.64	11.56	12.14	12.75	13.39
Volume/1,000 Gal (Based on Winter Avg)	4.47	5.36	6.44	6.76	7.10	7.45

Alternative 1 Impact on Residential Monthly Charge 10,000 Gal Water, 5,000 Gal WW



	Current	Oct-14	Oct-15	Oct-16	Oct-17	Oct-18
Alt 1 -- 100% CIP	\$ 68.54	\$ 84.16 15.62	\$ 101.94 17.79	\$ 115.77 13.83	\$ 125.05 9.28	\$ 132.07 7.02
Alt 2 -- 50% CIP	100.14	91.86 19.89	94.98 14.10	104.70 9.28	112.77 7.93	118.88 6.10
Alt 2.5 -- Partial R&R,CIP						
Alt 3 -- 25% CIP	100.14	91.86 19.89	92.14 0.28	100.28 7.91	107.79 7.51	113.10 5.31
Alt 4 -- \$150,000 Annual CIP	100.14	90.86 19.28	91.75 0.89	94.98 3.23	104.72 9.74	109.40 4.68
Alt 5 -- Special Projects CIP	100.14	90.86	91.03	100.71	110.41	110.91

Alternative 2 -- 50% CIP Funding Forecast Cost of Service



Alt 2 - 50% CIP Funding

	2014	2015	2016	2017	2018
WATER Utility Revenue Requirement					
Operating Expenses	\$ 4,076,322	\$ 4,403,511	\$ 4,788,447	\$ 5,169,538	\$ 5,565,446
Capital Outlays (Vehicles,Meters,Pumps)	35,000	65,000	61,000	35,000	335,000
Debt Service	136,560	137,738	138,694	488,414	489,939
Total Cost of Service	4,247,882	4,606,249	4,988,141	5,692,952	6,390,385
WASTEWATER Utility Revenue Requirement					
Operating Expenses	3,128,196	3,223,776	3,358,569	3,473,150	3,584,085
Capital Outlays/ Rep. & Repl.	5,000	105,000	5,000	5,000	115,000
Debt Service	-	-	581,665	583,469	585,332
Total Cost of Service	3,133,196	3,328,776	3,945,234	4,061,619	4,284,417

Alternative 2 – 50% CIP Funding Proposed Rate Plan



	Effective Date of Rate Adjustment					
	Current	Oct-14	Oct-15	Oct-16	Oct-17	Oct-18
Alt 2 - 50% CIP Funding						
WATER Rates						
Minimum Charge -- Residential	\$ 8.56	\$ 10.70	\$ 12.31	\$ 14.15	\$ 15.57	\$ 16.50
Volume Charge						
- -- 10,000	2.96	3.70	4.26	4.89	5.38	5.71
10,001 -- 15,000	3.69	4.61	5.30	6.10	6.71	7.11
15,001 -- 20,000	4.44	5.55	6.38	7.34	8.07	8.56
20,001 -- 30,000	5.18	6.48	7.45	8.56	9.42	9.98
30,001 -- Above	5.92	7.40	8.51	9.79	10.77	11.41
WASTEWATER Rate						
Residential -- Minimum	\$ 8.03	\$ 9.64	\$ 10.41	\$ 10.82	\$ 11.26	\$ 11.71
Volume/1,000 Gal (Based on Winter Avg)	4.47	5.36	5.79	6.02	6.27	6.52

**Alternative 2
Impact on Residential Monthly Charge
10,000 Gal Water, 5,000 Gal WW**



	Current	Oct-14	Oct-15	Oct-16	Oct-17	Oct-18
Alt 1 -- 100% CIP	\$ 68.54	\$ 84.16 15.62	\$ 101.94 17.79	\$ 115.77 13.83	\$ 125.05 9.28	\$ 132.07 7.02
Alt 2 -- 50% CIP	68.54 -	84.16 15.62	94.23 10.07	104.03 9.80	111.98 7.95	117.84 5.87
Alt 2.5 -- Partial R&R,CIP						
Alt 3 -- 25% CIP	68.54	84.16 15.62	94.23 10.07	104.03 9.80	111.98 7.95	117.84 5.87
Alt 4 -- \$150,000 Annual CIP	68.54	84.16 15.62	94.23 10.07	104.03 9.80	111.98 7.95	117.84 5.87
Alt 5 -- Special Projects CIP	68.54	84.16 15.62	94.23 10.07	104.03 9.80	111.98 7.95	117.84 5.87

**Alternative 2.5 -- Partial R&R, CIP Funding
Notes on Rate Proposal**



- ◆ This alternative assumes \$2,750,000 in Water debt is issued to fund \$2,100,000 in Water Repair and Replacement projects, and \$650,000 to purchase property for the 1.25 MG Elevated Water Storage tank and \$182,000 for the 8" Main project.
- ◆ This alternative assumes \$8,400,000 in Wastewater debt is issued to fund \$1,900,000 in Wastewater Repair and Replacement projects, and \$6,500,000 to fund WW CIP projects
- ◆ Total Expenditures for Repair and Replacement over decade = \$4,000,000; sufficient only to complete **30%** of needed R&R
- ◆ **Unfunded Capital Needs in Forecast Period under this alternative = \$22,490,180**

Alternative 2.5 – Partial R&R, CIP Funding Forecast Cost of Service



Alt 2.5 - Partial R&R,CIP Funding

	2014	2015	2016	2017	2018
WATER Utility Revenue Requirement					
Operating Expenses	\$ 4,076,322	\$ 4,403,511	\$ 4,788,447	\$ 5,169,538	\$ 5,565,446
Capital Outlays (Vehicles,Meters,Pumps)	35,000	65,000	61,000	35,000	335,000
Debt Service	136,560	137,738	229,857	352,692	353,796
Total Cost of Service	4,247,882	4,606,249	5,079,304	5,557,230	6,254,242
WASTEWATER Utility Revenue Requirement					
Operating Expenses	3,128,196	3,223,776	3,358,569	3,473,150	3,584,085
Capital Outlays/ Rep. & Repl.	5,000	105,000	5,000	5,000	115,000
Debt Service	-	-	278,460	651,465	653,485
Total Cost of Service	3,133,196	3,328,776	3,642,029	4,129,615	4,352,571

Alternative 2.5 – Partial R&R, CIP Funding Proposed Rate Plan



	Effective Date of Rate Adjustment					
	Current	Oct-14	Oct-15	Oct-16	Oct-17	Oct-18

Alt 2.5 - Partial R&R,CIP Funding

WATER Rates

Minimum Charge -- Residential	\$ 8.56	\$ 11.56	\$ 12.94	\$ 14.50	\$ 15.95	\$ 16.90
Volume Charge						
- -- 10,000	2.96	4.00	4.48	5.01	5.51	5.84
10,001 -- 15,000	3.69	4.98	5.58	6.25	6.87	7.29
15,001 -- 20,000	4.44	5.99	6.71	7.52	8.27	8.77
20,001 -- 30,000	5.18	6.99	7.83	8.77	9.65	10.23
30,001 -- Above	5.92	7.99	8.95	10.03	11.03	11.69

WASTEWATER Rate

Residential -- Minimum	\$ 8.03	\$ 8.67	\$ 9.37	\$ 10.12	\$ 10.82	\$ 11.36
Volume/1,000 Gal	4.47	4.83	5.21	5.63	6.03	6.33
(Based on Winter Avg)						

Alternative 2.5 Impact on Residential Monthly Charge 10,000 Gal Water, 5,000 Gal WW



	Current	Oct-14	Oct-15	Oct-16	Oct-17	Oct-18
Alt 1 -- 100% CIP	\$ 68.54	\$ 84.16 15.62	\$ 101.94 17.79	\$ 115.77 13.83	\$ 125.05 9.28	\$ 132.07 7.02
Alt 2 -- 50% CIP	68.54 -	84.16 15.62	94.23 10.07	104.03 9.80	111.98 7.95	117.84 5.87
Alt 2.5 -- Partial R&R,CIP	68.54 -	84.33 15.79	93.13 8.81	102.89 9.76	112.03 9.14	118.35 6.31
Alt 3 -- 25% CIP	68.54	84.16 15.62	94.23 10.07	104.03 9.80	111.98 7.95	117.84 5.87
Alt 4 -- \$150,000 Annual CIP	68.54	84.16 15.62	94.23 10.07	104.03 9.80	111.98 7.95	117.84 5.87
Alt 5 -- Special Projects CIP	68.54	84.16 15.62	94.23 10.07	104.03 9.80	111.98 7.95	117.84 5.87

Alternative 3 -- 25% CIP Funding Forecast Cost of Service



Alt 3 - 25% CIP Funding

	2014	2015	2016	2017	2018
WATER Utility Revenue Requirement					
Operating Expenses	\$ 4,076,322	\$ 4,403,511	\$ 4,788,447	\$ 5,169,538	\$ 5,565,446
Capital Outlays (Vehicles,Meters,Pumps)	35,000	65,000	61,000	35,000	335,000
Debt Service	136,560	137,738	138,694	313,915	314,898
Total Cost of Service	4,247,882	4,606,249	4,988,141	5,518,452	6,215,344
WASTEWATER Utility Revenue Requirement					
Operating Expenses	3,127,532	3,222,790	3,357,542	3,472,091	3,582,997
Capital Outlays/ Rep. & Repl.	5,000	105,000	5,000	5,000	115,000
Debt Service	-	-	290,833	291,735	292,666
Total Cost of Service	3,132,532	3,327,790	3,653,374	3,768,826	3,990,663

Alternative 3 – 25% CIP Funding Proposed Rate Plan



	Effective Date of Rate Adjustment					
	Current	Oct-14	Oct-15	Oct-16	Oct-17	Oct-18

Alt 3 - 25% CIP Funding

WATER Rates

Minimum Charge -- Residential	\$	8.56	\$	10.70	\$	12.31	\$	14.15	\$	15.85	\$	16.80
Volume Charge												
- -- 10,000		2.96		3.70		4.26		4.89		5.48		5.81
10,001 -- 15,000		3.69		4.61		5.30		6.10		6.83		7.24
15,001 -- 20,000		4.44		5.55		6.38		7.34		8.22		8.71
20,001 -- 30,000		5.18		6.48		7.45		8.56		9.59		10.17
30,001 -- Above		5.92		7.40		8.51		9.79		10.96		11.62

WASTEWATER Rate

Residential -- Minimum	8.03	9.64	9.83	10.03	10.23	10.53
Volume/1,000 Gal	4.47	5.36	5.47	5.58	5.69	5.86
(Based on Winter Avg)						

Alternative 3 Impact on Residential Monthly Charge 10,000 Gal Water, 5,000 Gal WW



	Current	Oct-14	Oct-15	Oct-16	Oct-17	Oct-18
Alt 1 -- 100% CIP	\$ 68.54	\$ 84.16	\$ 101.94	\$ 115.77	\$ 125.05	\$ 132.07
		15.62	17.79	13.83	9.28	7.02
Alt 2 -- 50% CIP	68.54	84.16	94.23	104.03	111.98	117.84
	-	15.62	10.07	9.80	7.95	5.87
Alt 2.5 -- Partial R&R,CIP	68.54	84.33	93.13	102.89	112.03	118.35
	-	15.79	8.81	9.76	9.14	6.31
Alt 3 -- 25% CIP	68.54	84.16	92.04	101.01	109.34	114.74
		15.62	7.88	8.97	8.33	5.40
Alt 4 -- \$150,000 Annual CIP	68.54	86.86	91.70	97.35	101.22	105.10
		18.28	14.88	16.20	16.49	14.71
Alt 5 -- Special Projects CIP	68.54	86.87	90.83	98.71	103.91	108.99

Alternative 4 -- \$150,000 Annual Funding Notes on Rate Proposal



- ◆ This alternative assumes no new debt is issued to fund capital improvements in the next decade
- ◆ Beginning in FY 2015, \$150,000 added each year to Capital Outlays for minimal Repair and Replacement projects
- ◆ Total Expenditures for Repair and Replacement over decade = \$1,350,000; sufficient only to complete 6% of needed R&R
- ◆ **Unfunded Capital Needs in Forecast Period under this alternative = \$35,000,000**

Alternative 4 -- \$150,000 Annual CIP Forecast Cost of Service



Alt 4 - \$150,000 Annual Cap Outlays

	2014	2015	2016	2017	2018
WATER Utility Revenue Requirement					
Operating Expenses	\$ 4,076,322	\$ 4,403,511	\$ 4,788,447	\$ 5,169,538	\$ 5,565,446
Capital Outlays (Vehicles, Meters, Pumps)	110,000	140,000	136,000	110,000	410,000
Debt Service	136,560	137,738	138,694	139,415	139,858
Total Cost of Service	4,322,882	4,681,249	5,063,141	5,418,953	6,115,304
WASTEWATER Utility Revenue Requirement					
Operating Expenses	3,128,196	3,223,776	3,358,569	3,473,150	3,584,085
Capital Outlays/ Rep. & Repl.	80,000	180,000	80,000	80,000	190,000
Debt Service	-	-	-	-	-
Total Cost of Service	3,208,196	3,403,776	3,438,569	3,553,150	3,774,085

Alternative 4 – \$150,000/YR Funding Uniform Water/WW Adjustments



	Effective Date of Rate Adjustment					
	Current	Oct-14	Oct-15	Oct-16	Oct-17	Oct-18
Alt 4 - \$150,000 Annual Cap Outlays						
WATER Rates						
Minimum Charge -- Residential	\$ 8.56	\$ 11.56	\$ 12.71	\$ 13.98	\$ 15.38	\$ 16.30
Volume Charge						
- -- 10,000	2.96	4.00	4.40	4.84	5.32	5.64
10,001 -- 15,000	3.69	4.98	5.48	6.03	6.63	7.03
15,001 -- 20,000	4.44	5.99	6.59	7.25	7.98	8.46
20,001 -- 30,000	5.18	6.99	7.69	8.46	9.31	9.87
30,001 -- Above	5.92	7.99	8.79	9.67	10.64	11.28
WASTEWATER Rate						
Residential -- Minimum	8.03	9.15	9.15	9.34	9.52	9.71
Volume/1,000 Gal (Based on Winter Avg)	4.47	5.10	5.10	5.20	5.30	5.41

Alternative 4 Impact on Residential Monthly Charge 10,000 Gal Water, 5,000 Gal WW



	Current	Oct-14	Oct-15	Oct-16	Oct-17	Oct-18
Alt 1 -- 100% CIP	\$ 68.54	\$ 84.16 15.62	\$ 101.94 17.79	\$ 115.77 13.83	\$ 125.05 9.28	\$ 132.07 7.02
Alt 2 -- 50% CIP	68.54 -	84.16 15.62	94.23 10.07	104.03 9.80	111.98 7.95	117.84 5.87
Alt 2.5 -- Partial R&R,CIP	68.54 -	84.33 15.79	93.13 8.81	102.89 9.76	112.03 9.14	118.35 6.31
Alt 3 -- 25% CIP	68.54	84.16 15.62	92.04 7.88	101.01 8.97	109.34 8.33	114.74 5.40
Alt 4 -- \$150,000 Annual CIP	68.54	86.15 17.61	91.30 5.15	97.66 6.36	104.60 6.94	109.43 4.83
Alt 5 -- Special Projects CIP	68.54	80.07	98.03	108.27	118.71	128.04

Alt 5 -- Key Projects Plus \$150,000/YR Cap Outlays Notes on Rate Proposal



- ◆ Funding only for growth & expansion projects, limited repair & replacement
 - ❖ FY 2016 Sewer Project -- \$10,000,000
 - ❖ FY 2015 Property purchase for overhead storage -- \$652,000
 - ❖ FY 2018 New Water Tower -- \$3,400,000
 - ❖ \$150,000 annually for Repair and Replacement (added to Capital Outlays)
- ◆ Total Expenditures for Repair and Replacement = \$1,500,000; sufficient only to complete about **6%** of needed R&R
- ◆ **Unfunded Capital Needs in Forecast Period = \$23,500,000**

Alt 5 -- Key Projects Plus \$150,000/YR Cap Outlays Forecast Cost of Service



Alt 5 - Key Projects & \$150,000/Yr

	2014	2015	2016	2017	2018
WATER Utility Revenue Requirement					
Operating Expenses	\$ 4,076,322	\$ 4,403,511	\$ 4,788,447	\$ 5,169,538	\$ 5,565,446
Capital Outlays (Vehicles,Meters,Pumps)	110,000	140,000	136,000	110,000	410,000
Debt Service	136,560	137,738	138,694	139,415	372,524
Total Cost of Service	4,322,882	4,681,249	5,063,141	5,418,953	6,347,970
WASTEWATER Utility Revenue Requirement					
Operating Expenses	3,128,196	3,223,776	3,358,569	3,473,150	3,584,085
Capital Outlays/ Rep. & Repl.	80,000	180,000	80,000	80,000	190,000
Debt Service	-	-	775,554	777,959	780,442
Total Cost of Service	3,208,196	3,403,776	4,214,122	4,331,109	4,554,528

Alternative 5 – Key Projects Uniform Water/WW Adjustments



	Current	Effective Date of Rate Adjustment				
		Oct-14	Oct-15	Oct-16	Oct-17	Oct-18
Alt 5 - Key Projects & \$150,000/Yr						
WATER Rates						
Minimum Charge -- Residential	\$ 8.56	\$ 11.47	\$ 13.19	\$ 14.51	\$ 15.96	\$ 16.92
Volume Charge						
- -- 10,000	2.96	3.97	4.56	5.02	5.52	5.85
10,001 -- 15,000	3.69	4.94	5.69	6.25	6.88	7.29
15,001 -- 20,000	4.44	5.95	6.84	7.53	8.28	8.78
20,001 -- 30,000	5.18	6.94	7.98	8.78	9.66	10.24
30,001 -- Above	5.92	7.93	9.12	10.03	11.04	11.70
WASTEWATER Rate						
Residential -- Minimum	8.03	9.23	10.53	10.84	11.17	11.50
Volume/1,000 Gal (Based on Winter Avg)	4.47	5.14	5.86	6.04	6.22	6.40

Alternative 5 Impact on Residential Monthly Charge 10,000 Gal Water, 5,000 Gal WW



	Current	Oct-14	Oct-15	Oct-16	Oct-17	Oct-18
Alt 1 -- 100% CIP	\$ 68.54	\$ 84.16 15.62	\$ 101.94 17.79	\$ 115.77 13.83	\$ 125.05 9.28	\$ 132.07 7.02
Alt 2 -- 50% CIP	68.54 -	84.16 15.62	94.23 10.07	104.03 9.80	111.98 7.95	117.84 5.87
Alt 2.5 -- Partial R&R, CIP	68.54 -	84.33 15.79	93.13 8.81	102.89 9.76	112.03 9.14	118.35 6.31
Alt 3 -- 25% CIP	68.54	84.16 15.62	92.04 7.88	101.01 8.97	109.34 8.33	114.74 5.40
Alt 4 -- \$150,000 Annual CIP	68.54	86.15 17.61	91.30 5.15	97.66 6.36	104.60 6.94	109.43 4.83
Alt 5 -- Special Projects CIP	68.54	86.07 17.53	98.63 12.56	105.71 7.08	113.41 7.70	118.94 5.54

Water Rate Structure Findings and General Recommendations



- ◆ Current Residential Water Base Charge is uniform for all meter sizes; non-residential has varying charges for meters up to 2"
- ◆ Internal audit found existing accounts with meters greater than 2"
- ◆ Nominally higher base charges are proposed for these larger meters
- ◆ New "**Large Commercial**" rate class for commercial accounts consuming in excess of 50,000 gallons is proposed – Water and Sewer Base Charges in compliance with AWWA meter capacity ratios & uniform water volume rate equivalent to first tier volume rate instead of the five tiered volume rate

Presentation Summary Notes on Rate Scenarios



- ◆ Rate adjustments will be required under any scenario, given operating cost increases and NTMWD/GWU increases
- ◆ Timing and amounts of CIP (including Repair and Replacement) related debt will be key assumption behind rate plan alternatives
- ◆ Each of the alternatives shares common Fund Balance target of 75 Days of Operating Expenses, goal of 90 to 120 Days and target debt capacity ratio of 1.25 or greater
- ◆ Changes to expected growth in new accounts, relief from ongoing drought or Stage 4 watering restrictions should trigger revisions to rate plans

Summary Next Steps



- ◆ Obtain feedback from Council based on proposals presented
- ◆ Review assumptions and revise alternatives as needed
- ◆ Complete draft rate study report and submit for review
- ◆ Prepare consolidated presentation for Council Meeting and Public Hearing



Appendix – Modular Scenario Options



Introduction to “Modular” Breakdown of Impact to Average Ratepayer by Cost Component



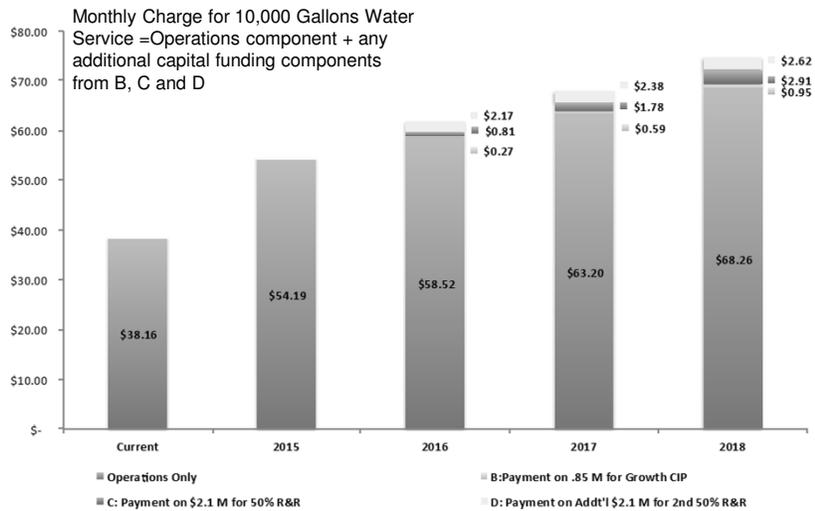
- ◆ Rate Plan Parameters for Modular Scenarios (Focus on 2014 – 2018 ONLY)
 - ❖ Positive Utility Fund Cash flow projected beginning in FY 2015
 - ❖ Fund Balance goal of 60 -90 days of Operating Expenses
 - ❖ Debt Capacity Ratio minimum 1.25
 - ❖ These plans include R&R needed in 2015 – 2018; does not include R&R needed in 2019 - 2023
 - ❖ \$3,400,000 for new Elevated Water Storage Tank and \$3.5M for 24” Gravity sewer from SRLS to SELS not funded, both deferred until 2019
 - ❖ Additional debt will be needed in 2019; Recommend review of rates again in 2017 to prepare for 2019 debt issuance

2015 -2018 CIP Projects



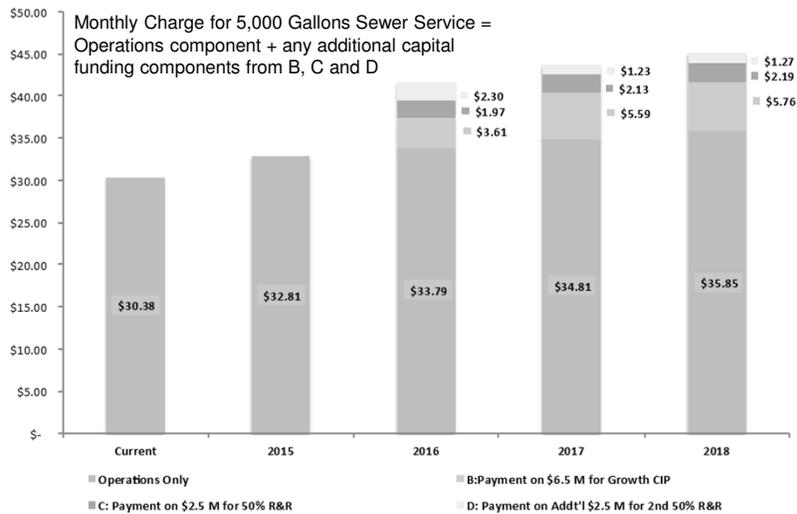
- ◆ **Water “Growth” Projects:**
 - ◆ Property Acquisition for new Storage Tower - \$652,000
 - ◆ 8” Main Pleasant Valley & Long Branch - \$182,000
- ◆ **Sewer “Growth” Projects:**
 - ◆ Southeast Lift Station - \$2,300,000,
 - ◆ PGBT 20” Force Main - \$\$2,650,000
 - ◆ PGBT 12” Gravity Main - \$1,400,000 and 8” main-Easement - \$156,000
- ◆ **Repair and Replacement as listed by Subdivision on City’s CIP for 2015 through 2018**

Incremental Cost on Average Water Bill for Recovery of Operating Costs and Capital Expenditure Options



economists.com

Incremental Cost on Average Sewer Bill for Recovery of Operating Costs and Capital Expenditure Options



economists.com



Legislation Details (With Text)

File #:	14-2320	Version:	1	Name:	2014-2015 5-yr CIP Update
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	7/15/2014	In control:		In control:	City Council
On agenda:	7/21/2014	Final action:		Final action:	
Title:	Hear and discuss the update to the Five Year Capital Improvement Plan (CIP).				

Executive Summary

Each year during the budget process, the Capital Improvement Plan (CIP) is updated and adopted by the City Council along with the City's operating budget. This item is to discuss the update to the 5-year CIP.

Sponsors:

Indexes:

Code sections:

Attachments: [5-Year CIP Project List PDF](#)
[Presentation 2014-2015 CIP Update PDF](#)

Date	Ver.	Action By	Action	Result
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Title

Hear and discuss the update to the Five Year Capital Improvement Plan (CIP).

Executive Summary

Each year during the budget process, the Capital Improvement Plan (CIP) is updated and adopted by the City Council along with the City's operating budget. This item is to discuss the update to the 5-year CIP.

Background

The City Council adopted the current Five Year Capital Improvement Plan as part of the 2013 -2014 fiscal year operating budget in September of 2013. This item give the public the opportunity to provide input for selected projects and/or improvements to be considered for inclusion in the CIP.

Policy Considerations

The update to the Five Year Capital Improvement Plan (CIP) is an annual occurrence. Once the CIP has been revised, it is typically adopted at the time the operating budget is approved and updated as necessary during the fiscal year as changes need to occur.

The projects listed in the CIP were evaluated to ensure the cost estimates are reasonable to take into account price increases/decreases due to scope change and inflation factors. The waterline and sanitary sewer projects were re-prioritized to reflect the continuing development activity in Sachse. The roadway projects were re-prioritized to reflect new public-private

partnerships and funding from the Street Maintenance Tax. The updated CIP is shown in Attachment 1.

Budgetary Considerations

The projects listed in the 2014-2015 fiscal year will be funded using available fund balances in various accounts (water, sanitary sewer, and roadway impact fees, 2006 Transportation Bond, Capital Projects fund, Street Maintenance Tax fund).

Available Funding

The current available funds as of this meeting are shown below, with the remaining funds after the recommended projects shown in parentheses:

- Roadway Impact Fees:	\$433,042.00	(\$178,042.00)
- Water Impact Fees:	\$641,185.00	(\$1,185.00)
- Sanitary Sewer Impact Fees:	\$76,242.00	(\$76,242.00)
- Capital Projects Fund:	\$323,380.00	(\$203,380.00)
- 2006 Bond Fund:	\$4,513,900	(\$4,513,900.00)
- RCC Fund:	\$176,063.00*	(\$176,063.00)
- Street Maintenance Tax Fund:	\$291,000.00**	(\$9,000.00)

*The RCC Fund is no longer receiving any new funds. Staff is recommending that the remaining funds in the RCC Fund be allocated to the SH 78 Street Lighting Project, and any remaining funds at the end of the project be moved to the Capital Projects Fund.

**The projected funds from the Street Maintenance Tax for FY14-15 amount to \$291,000.00.

Once it was determined how much funding is available to fund CIP projects, the projects were prioritized and the highest priority projects were shown in the 2014-2015 CIP. The CIP includes the following recommended project funding for FY 2014-15:

Street Projects - City Funding = \$904,304.00

Project #	Project Name	Budget	Fund
R-12-01a	SH 78 Street Lighting	\$ 100,000.00	RCC
R-12-04a	Maxwell Creek - Ranch Road to FS #2	\$ 100,000.00	IF/D/C**
R-12-04b	Maxwell Creek - FS #2 to Canyon Crest	\$ 500,000.00	DEV*
R-12-05	Ranch Road - Maxwell Creek to FS #2	\$ 55,000.00	IF/D/C**
R-12-06	Ranch Road - Harlan to Clearmeadow	\$ 145,000.00	IF/CC*
R-14-03a	Rosewood Circle ROW Purchase	\$ 100,000.00	IF
R-14-02a	Hudson Drive ROW Purchase	\$ 120,000.00	CP
R-13-08	Williford Road Asphalt	\$ 200,000.00	SMT
R-13-14	Big Valley Lane	\$ 82,000.00	SMT
R-14-01	6th Street from SH78 to Boone Street	\$ 57,304.00	CDBG

Note: IF = Impact Fees, CP = Capital Projects Funds, SMT = Street Maintenance Tax Funds, CDBG = Community Development Block Grant Funds, DEV = Developer to Construct, no funding from City

RCC = re-allocation of remaining funds from Industrial Park Lighting project*

*IF/D/C** = partnership with Developer and Collin County for Design and Construction*

IF/CC* = re-allocation of remaining funds from Project R-12-05, partnership with Collin County

SMT* - additional funding of \$100,000.00 proposed in the FY15-16 budget to complete the project

Sanitary Sewer Projects - City Funding = \$0.00

Project #	Project Name	Budget	Fund
SS-12-05	Line "G" - Aerial Crossing for 3rd Conn.	\$ 900,000.00	E/TIF
SS-12-06	Line "G"-24-inch up to PGBT	\$ 1,200,000.00*	E/TIF
SS-12-07	8-inch from "G" to Pleasant Valley Road	\$ 400,000.00*	E/TIF

Note: E/TIF = Grant from EDC to TIF and City

Water Projects - City Funding = \$640,000

Project #	Project Name	Budget	Fund
W-12-15a	Property-1.25 MG Elev. Water Storage	\$ 640,000.00	IF
W-12-07	12-inch Main-Bunker Hill to Rosewood	\$ 234,290.00*	DEV*
W-12-10	12-inch Main-Canyon Crest to Maxwell	\$ 108,920.00*	DEV*

Note: IF = Impact Fees, DEV = Developer to construct, no funding from City

Drainage Projects - City Funding = \$0.00

None

Other Projects - City Funding = \$0.00

Project #	Project Name	Budget	Fund
O-14-02	Digital Radio Conversion	\$ 750,000.00	GF

Note: GF = General Fund, total cost for project is \$1,100,000.00, with additional funding in FY 15-16

There are several additional projects that were previously funded and will be constructed and delivered in 2014-2015. These projects include the Railroad Quiet Zone project, the 5th Street Lighting project, and the 30" Bunker Hill Sanitary Sewer Main.

Multiple important design projects were completed in the 2013-2014 fiscal year, including the Southeast Lift Station and PGBT Sewer Preliminary Design, and the Preliminary Design for the Widening of Sachse Road. These design projects allow Sachse to be well-positioned to move forward with construction as funding becomes available. Looking forward to 2014-2015 and beyond, there are several major infrastructure projects on the horizon. Major sanitary sewer and roadway projects have been identified as needs to support the growth of the City. The projects shown in the out years ending in 2015-2018 do not have funding available to implement. However, the projects listed for these years are included in the CIP for planning purposes.

Staff Recommendations

No action is necessary for this item. Staff will solicit input from the City Council and the public on the proposed revisions to the 5-year CIP. Staff will revise the CIP should reprioritization of projects occur at City Council direction. The 5-year CIP will be adopted with the FY 2014-

2015 operating budget.

Streets CIP

CIP No.	Project	Estimated Capital Project Cost	Estimated Outside Funding	Previous CIP Funds	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	Updated	Funding Source	Notes
R-12-01a	SH 78 Lighting, from Murphy Road to 5th Street	450,000		350,000	100,000						RCC	Add'l 100k from Ind. Park. Light, construction 2014-15
R-12-01b	5th/Dewitt Lighting, from SH78 to Ranch	310,000		310,000							2006 BOND	in final design, construction 2014-15
R-12-01c	Industrial Park Lighting	100,000		100,000							RCC	under construction, moved \$100k to SH 78 Lighting
R-12-02	Merritt Road Re-Alignment Prelim. Engineering	150,000		150,000							2006 BOND	Design phase ongoing
R-12-03	<i>Street Lighting Program</i>	<i>1,050,000</i>				<i>350,000</i>	<i>350,000</i>	<i>350,000</i>	<i>350,000</i>		<i>TBD</i>	<i>Future Street Lighting Projects</i>
R-12-04a	Maxwell Creek Road - Ranch Road to Fire Station #2	200,000	100,000		100,000						IF	Developer/Collin County/Sachse Partnership
R-12-04b	Maxwell Creek Road - Fire Station #2 to Canyon Crest	500,000	500,000								DEV	Developer to Construct with Woodbridge 19
R-12-04c	<i>Maxwell Creek Road - Canyon Crest North</i>	<i>1,500,000</i>	<i>750,000</i>				<i>750,000</i>				<i>TBD</i>	<i>Future Collin County/Sachse Partnership</i>
R-12-05	Ranch Road (Dewitt to Fire Station #2)	110,000	55,000	200,000							IF/DEV	Project completed for \$110k
R-12-06	Ranch Road (Harlan to Clearmeadow) - Construction	850,000	425,000	280,000	145,000						IF	Add'l funds from R-12-05, Collin County Partnership
R-12-07	Sachse Road - SH 78 to Cnty Line Prelim. Eng.	630,000	315,000	315,000							2006 BOND	Project in Preliminary Design, Dallas County Funding
R-12-08	<i>5th Street/Sachse Road widening - SH 78 to Miles</i>	<i>12,675,000</i>	<i>5,825,000</i>			<i>1,000,000</i>	<i>5,865,000</i>				<i>TBD</i>	<i>Future Dallas County MCIP Funding</i>
R-12-09	<i>Sachse Road Widening - Miles to County Line</i>	<i>12,675,000</i>	<i>5,825,000</i>					<i>1,000,000</i>	<i>5,865,000</i>		<i>TBD</i>	<i>Future Dallas County MCIP Funding</i>
R-12-13	Sachse Road & Merritt Road Re-alignment	3,775,000	1,000,000	2,775,000*							2006 BOND	Project is On Hold, * portion of funds re-allocated
R-12-14	<i>Merritt Road - Pleasant Valley to Sachse Road</i>	<i>12,000,000</i>	<i>4,500,000</i>				<i>200,000</i>	<i>6,000,000</i>	<i>1,300,000</i>		<i>TBD</i>	<i>Future Dallas County MCIP Funding</i>
R-13-01	KCS Quiet Zones	534,900	401,175	133,725							BOND, DEV, EDC	Design complete, Request submitted to FRA
R-13-03	<i>Pleasant Valley Road (Merritt Road to City Limit)</i>	<i>15,500,000</i>	<i>7,400,000</i>					<i>1,300,000</i>			<i>TBD</i>	<i>Future Dallas County MCIP Project</i>
R-13-04	Woodbridge Parkway North Extension	3,987,167	3,987,167								DEV	Collin County/Wylie/Sachse/Developer partnership
R-13-06	<i>Future CDBG Projects</i>	<i>160,000</i>	<i>160,000</i>			<i>40,000</i>	<i>40,000</i>	<i>40,000</i>	<i>40,000</i>		<i>CDBG</i>	<i>Future CDBG Proj. to be ident. as funding is received</i>
R-13-07	<i>Hooper Road & Bailey Road Asphalt</i>	<i>450,000</i>					<i>125,000</i>	<i>325,000</i>			<i>SMT</i>	<i>Future Street Maintenance Tax Project</i>
R-13-08	Williford Road Asphalt	300,000			200,000	100,000					SMT	2014-15 & 2015-16 Street Maintenance Tax Project
R-13-09	<i>3rd Street Asphalt</i>	<i>250,000</i>						<i>250,000</i>			<i>SMT</i>	<i>Future Street Maintenance Tax Project</i>
R-13-10	<i>Capacity Improvements (intersections, turn lanes)</i>	<i>1,400,000</i>					<i>350,000</i>	<i>350,000</i>	<i>350,000</i>		<i>TBD</i>	<i>Funded by adj. development when applicable</i>
R-13-11	<i>Blackburn/Ingram Road (Murphy Road to Dewitt)</i>	<i>8,200,000</i>									<i>TBD</i>	<i>Future Street Maintenance Tax Project</i>
R-13-14	Big Valley Asphalt Reconstruction	82,000			82,000						SMT	Street Maintenance Tax Project
R-13-16	<i>Hunters Ridge Pavement - Panel Replacement</i>	<i>300,000</i>					<i>200,000</i>	<i>100,000</i>			<i>SMT</i>	<i>Future Street Maintenance Tax Project</i>
R-14-01	<i>2014-15 CDBG - 6th Street from SH 78 to Boone</i>	<i>57,304</i>	<i>57,304</i>		<i>57,304</i>						<i>CDBG</i>	<i>14-15 CDBG, Requires Dallas County Annual Approval</i>
R-14-02a	Hudson Drive ROW - Rosewood to Sewell	120,000			120,000						CP	FY 14-15 - purchase ROW
R-14-02	<i>Hudson Drive - Rosewood to Sewell</i>	<i>700,000</i>					<i>700,000</i>				<i>DEV/IF</i>	<i>Future - construct remaining lanes</i>
R-14-03a	Rosewood Cir. ROW - Ashwood Lane to Hudson Drive	100,000			100,000						CP	FY 14-15 - purchase ROW
R-14-03	<i>Rosewood Cir. from Ashwood Lane to Hudson Drive</i>	<i>700,000</i>					<i>600,000</i>				<i>DEV/IF</i>	<i>Future - construct remaining lanes</i>
R-14-05	<i>Meadowcreek Lane East of Westcreek Lane</i>	<i>100,000</i>				<i>100,000</i>					<i>SMT</i>	<i>Future Street Maintenance Tax Project, Paving & Drainage</i>
R-14-06	<i>Alley behind Brookview Court</i>	<i>75,000</i>				<i>75,000</i>					<i>SMT</i>	<i>Future Street Maintenance Tax Project, Paving & Drainage</i>
SUBTOTAL STREETS:		79,991,371	31,300,646	1,838,725	904,304	1,665,000	9,180,000	9,465,000	8,155,000			

Note: 2006 Bond = 2006 Bond Funds, IF = Impact Fees, SMT = Street Maintenance Tax, DEV = Developer Funded, RCC = RCC Funds, CP = Capital Project Funds, TBD = Future funding source not currently identified

LEGEND

	Project Complete, or Substantially Complete
	Project Underway
	Project with funding source defined
	Future Project, funding not currently available (italicized)

DRAFT

Water CIP

CIP No.	Project	Estimated Capital Project Cost	Estimated Outside Funding	Previous CIP Funds	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	Updated	Funding Source	Notes
W-12-02	High Service Water Pump	140,000		140,000							UF	Project bid July 2014, 2014-2015 Construction
W-12-03	Additional 4.6 MGD Pump	595,000					595,000				IF	Future pumps at Public Works
W-12-04	Bunker Hill 12-inch waterline (North)	110,840	110,840				110,840				DEV/IF	Remaining segment that has not yet been constructed
W-12-05	Bunker Hill 12-inch waterline (South)	231,540	231,540			231,540					DEV	
W-12-06	12-inch WL SH78 to Clearmeadow to Meadow	608,040	608,040	608,040							DEV	Was constructed with Woodbridge Commons
W-12-07	12-inch WL from Bunker Hill to Rosewood	234,290	234,290		234,290						DEV	Being constructed in Jackson Hills Phase 3A-2
W-12-08	12-inch WL from Hudson Drive to Westcreek Lane	241,310	241,310			241,310					DEV	Will be constructed in Jackson Hills Phase 3B
W-12-09	12-inch WL from Clearmeadow to Maxwell Creek	493,240	493,240				493,240				DEV	Future construction with Development
W-12-10	12-inch WL from Canyon Crest to Maxwell Creek	108,920	108,920		108,920						DEV	Will be constructed in Woodbridge Phase 19
W-12-11	12-inch WL from Ranch Road North 2500 LF	256,690	256,690						256,690		DEV	Future construction with Development
W-12-12	12-inch WL from Miles to Pleasant Valley (S of PGBT)	470,090									IF	
W-12-13	12-inch WL from Pleasant Val. to new Elev. Tank	1,083,460						60,000	1,023,460		IF	
W-12-15a	Property for 1.25 MG Elevated Storage Tank	640,000			640,000		3,000,000				IF	FY 14-15 funds for purchase of land
W-12-15b	1.25 MG Elevated Storage Tank	3,000,000					3,000,000				IF	Future Water Storage Project
W-12-16	16-inch WL from 1.25 MG Elev. Storage Tank to Merritt Road	222,480				40,000	182,480				IF	Future water main expansion
W-13-02	8-inch WL Pleasant Valley Place/Long Branch	186,200				186,200					UF	Re-construction/upgrade project
W-14-01	Maxwell Creek Pump Station - Pump House	100,000				100,000					UF	Future Upgrade of Pump House
W-14-02	12-inch WL Pleasant Valley from Eastview to Pleasant Valley Pl.	290,200					290,200				UF	Future Re-construction/upgrade project
W-14-03	12-inch WL Pleasant Valley from Pleasant Valley Pl. to Ben Road	453,000						453,000			UF	Future Re-construction/upgrade project
W-14-04	8-inch WL Ben Road	362,600						362,600			UF	Future Re-construction/upgrade project
W-14-05	8-inch WL Sache Street and 2nd Street	109,200				109,200					UF	Future Re-construction/upgrade project
W-14-06	8-inch WL Williford Road from Bailey Road to SH 78	371,700							371,700		UF	Future Re-construction/upgrade project
W-14-07	8-inch WL 3rd Street from SH 78 to Ingram	286,200							286,200		UF	Future Re-construction/upgrade project
W-14-08	8-inch WL Cartwright from 3rd Street to Big Valley	196,800							196,800		UF	Future Re-construction/upgrade project
W-14-09	Sachse South Estates Water Main Replacement	722,554							722,554		UF	Future Re-construction/upgrade project
W-14-10	8-inch WL from Pecan Grove to Ponderosa	80,400				80,400					UF	Future Re-construction/upgrade project
SUBTOTAL WATER:		11,594,754	2,284,870	748,040	983,210	988,650	7,671,760	875,600	2,857,404			

Note: 2006 Bond = 2006 Bond Funds, IF = Impact Fees, SMT = Street Maintenance Tax, DEV = Developer Funded, RCC = RCC Funds, CP = Capital Project Funds, TBD = Future funding source not currently identified

LEGEND

	Project Complete, or Substantially Complete
	Project Underway
	Project with funding source defined
	Future Project, funding not currently available (italicized)

DRAFT

Sanitary Sewer CIP

CIP No.	Project	Estimated Capital Project Cost	Estimated Outside Funding	Previous CIP Funds	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	Updated	Funding Source	Notes
SS-12-01	30-inch Sanitary Sewer Bunker Hill Road	775,000		775,000							IF	Design 95% Complete, 2014-2015 construction
SS-12-05	Line "G" - Construction of Aerial Crossing for 3rd conn. to Garland	900,000			900,000						EDC/TIF	Design 95% Complete, 14-15 construction
SS-12-06	Line "G" - Construction of 24-inch from aerial crossing to north of PGBT	1,200,000			1,200,000						EDC/TIF	Design 95% Complete, 14-15 construction
SS-12-07	Construction of 8-inch trunk line from Line "G" to Pleasant Valley Road	400,000			400,000						EDC/TIF	Design 95% Complete, 14-15 construction
SS-12-08	<i>Southeast Lift Station</i>	1,455,000		125,000		180,000	940,000		210,000		GF, TBD	<i>GF to fund design</i>
SS-12-09	<i>Line "A" - Construction of 24-inch trunk line from Sachse Rd. to SELS</i>	3,500,000		300,000			500,000	2,700,000			IF, TBD	<i>Preliminary design complete in 2014</i>
SS-12-10	<i>Force Main, Line "C"</i>	2,989,000		164,000		925,000	1,900,000				IF, CP	<i>Preliminary design complete, add'l funding from CP funds</i>
SS-12-11	<i>Line "C" - 12-inch trunk line along north side PGBT</i>	529,000					529,000				TIF, TBD	<i>Preliminary Design included with SS-12-10</i>
SS-12-12	<i>8-inch trunk line on south side of PGBT to Line "C"</i>	290,000					90,000	200,000			TIF, TBD	<i>Partial TIF funding eligible</i>
SS-12-13	<i>8-inch trunk line on north side of PGBT to Line "C"</i>	260,000					80,000	180,000			TIF, TBD	<i>Preliminary Design included with SS-12-10</i>
SS-12-14	<i>Line "D" - 10-inch trunk line from south of PGBT to MRLS</i>	425,000					150,000		275,000		TIF, TBD	<i>Partial TIF funding eligible</i>
SS-12-15	<i>8-inch mains (East-West) connecting to Line "D"</i>	210,000					70,000		140,000		TIF, TBD	<i>Partial TIF funding eligible</i>
SS-12-16	<i>8-inch branch line north of PGBT to Line "C"</i>	145,000					40,000		105,000		TBD	<i>Preliminary Design included with SS-12-10</i>
SS-12-17	<i>Infiltration-Inflow Study and Improvements for Sachse Estates Area</i>	750,000					75,000		675,000		TBD	
SS-12-18	<i>Line "E" - 10-inch trunk line from Line "G" along south City Limits</i>	350,000							350,000		TBD	<i>Future project (> 5-yr) unless development driven</i>
SS-13-01	<i>8-inch main - easement from Bonanza Ct. to Vicksburg Drive</i>	177,164				177,164					UF	<i>Re-construction/upgrade project</i>
SS-14-01	<i>8-inch main from Old City Hall to Sachse Street</i>	194,600						194,600			UF	<i>Future Re-construction/upgrade project</i>
SS-14-02	<i>8-inch main - Natchez from Jefferson to Cornwall</i>	206,500				206,500					UF	<i>Future Re-construction/upgrade project</i>
SS-14-03	<i>8-inch main - Bryan Street from Williford to William</i>	141,600				141,600					UF	<i>Future Re-construction/upgrade project</i>
SS-14-04	<i>8-inch main - Bailey Road</i>	481,400						481,400			UF	<i>Future Re-construction/upgrade project</i>
SS-14-05	<i>Sachse Ranch Estates Sewer Replacement</i>	921,564							921,564		UF	<i>Future Re-construction/upgrade project</i>
SS-14-06	<i>Industrial Park Sanitary Sewer</i>	189,700					189,700				UF	<i>Future Re-construction/upgrade project</i>
SS-14-07	<i>8-inch main - Sachse Farms to Woodbridge West</i>	124,000					124,000				UF	<i>Future Re-construction/upgrade project</i>
SS-14-08	<i>Sachse South Estates Sewer Main Replacement</i>	715,906							715,906		UF	<i>Future Re-construction/upgrade project</i>
SUBTOTAL SANITARY SEWER:		17,330,434	0	1,364,000	2,500,000	1,630,264	4,687,700	3,756,000	3,392,470			

Note: 2006 Bond = 2006 Bond Funds, IF = Impact Fees, SMT = Street Maintenance Tax, DEV = Developer Funded, RCC = RCC Funds, CP = Capital Project Funds, TBD = Future funding source not currently identified

LEGEND

	Project Complete, or Substantially Complete
	Project Underway
	Project with funding source defined
	Future Project, funding not currently available (italicized)

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Drainage CIP

CIP No.	Project	Estimated Capital Project Cost	Estimated Outside Funding	Previous CIP Funds	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	Updated	Funding Source	Notes
D-13-01	<i>Williford Road Culvert Improvements</i>	260,000					260,000				TBD	<i>Future Drainage Improvements</i>
D-13-02	<i>Long Branch Drainage Imp. - SH 78 to Williford Rd.</i>	250,000						250,000			TBD	<i>Future Drainage Improvements</i>
D-13-03	<i>Long Branch Drainage Imp. - Salmon Park</i>	600,000							600,000		TBD	<i>Future Drainage Improvements</i>
D-13-04	<i>Long Branch Drainage Imp. - South of Salmon Park to Sachse Rd.</i>	400,000							400,000		TBD	<i>Future Drainage Improvements</i>
SUBTOTAL DRAINAGE:		1,510,000	0	0	0	0	260,000	250,000	1,000,000			

Note: 2006 Bond = 2006 Bond Funds, IF = Impact Fees, SMT = Street Maintenance Tax, DEV = Developer Funded, RCC = RCC Funds, CP = Capital Project Funds, TBD = Future funding source not currently identified

LEGEND

	Project Complete, or Substantially Complete
	Project Underway
	Project with funding source defined
	<i>Future Project, funding not currently available (italicized)</i>

DRAFT

Parks CIP

CIP No.	Project	Estimated Capital Project Cost	Estimated Outside Funding	Previous CIP Funds	FY 14-15	FY 15-16	FY 16-17	FY 17-18	Updated	Funding Source	Notes
O-13-01	Fireman's Park Walking Trail and Parking Lot	32,000		32,000	0				2014	PARK FUND	Park Development Fees to fund
O-14-01	<i>Heritage Park - Parking Expansion</i>	<i>120,000</i>				<i>120,000</i>			<i>2014</i>	<i>TBD</i>	<i>City Council to identify future funding</i>
SUBTOTAL OTHER PROJECTS:		152,000	0	32,000	0	120,000	0	0			

Note: 2006 Bond = 2006 Bond Funds, IF = Impact Fees, SMT = Street Maintenance Tax, DEV = Developer Funded, RCC = RCC Funds, CP = Capital Project Funds, TBD = Future funding source not currently identified

LEGEND

	Project Complete, or Substantially Complete
	Project Underway
	Project with funding source defined
	<i>Future Project, funding not currently available (italicized)</i>

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2014-2015 CIP Update

CITY COUNCIL

July 21, 2014

Overview

- Staff updates the Capital Improvement Plan on an annual basis for City Council review and approval as part of the Fiscal Year Budget
- The Capital Improvement Plan includes past funding, current funding, and estimated future funding for capital projects
- Capital Projects include:
 - Streets
 - Water
 - Sanitary Sewer
 - Drainage
 - Other Projects

Fund Balances

- The projects listed for funding in the 2014-2015 fiscal year will be funded using available fund balances in various accounts (Water, Sanitary Sewer, and Roadway Impact Fees, 2006 Transportation Bond, Capital Projects fund, Street Maintenance Tax fund)
- The current available funds as of this meeting are shown below, with the remaining funds after the recommended projects shown in parentheses:
 - Roadway Impact Fees: \$433,042.00 (\$178,042.00)
 - Water Impact Fees: \$641,185.00 (\$1,185.00)
 - Sanitary Sewer Impact Fees: \$76,242.00 (\$76,242.00)
 - Capital Projects Fund: \$323,380.00 (\$203,380.00)
 - 2006 Bond Fund: \$4,513,900 (\$4,513,900.00)
 - RCC Fund: \$176,063.00* (\$176,063.00)
 - Street Maintenance Tax Fund: \$291,000.00** (\$9,000.00)

*The RCC Fund is no longer receiving any new funds. Staff is recommending that the remaining funds in the RCC Fund be allocated to the SH 78 Street Lighting Project, and any remaining funds at the end of the project be moved to the Capital Projects Fund.

**The projected funds from the Street Maintenance Tax for FY14-15 amount to \$291,000.00

FY 2014-15 Streets

Project #	Project Name	Proposed Budget	Fund Source
R-12-01a	SH 78 Street Lighting	\$ 100,000.00	RCC
R-12-04a	Maxwell Creek Road - Ranch Road to Fire Station #2	\$ 100,000.00	IF/DEV/CC**
R-12-04b	Maxwell Creek Road - Fire Station #2 to Canyon Crest	\$ 500,000.00	DEV*
R-12-05	Ranch Road - Maxwell Creek to Fire Station #2	\$ 55,000.00	IF/DEV/CC**
R-12-06	Ranch Road - Harlan to Clearmeadow (Construction)	\$ 145,000.00	IF/CC*
R-14-03a	Rosewood Circle ROW Purchase - Ashwood Lane to Hudson Drive	\$ 100,000.00	IF
R-14-02a	Hudson Drive ROW Purchase - Rosewood to Sewell	\$ 120,000.00	CP
R-13-08	Williford Road Asphalt	\$ 200,000.00	SMT
R-13-14	Big Valley Lane	\$ 82,000.00	SMT
R-14-01	CDBG Paving - 6th Street from SH78 to Boone Street	\$ 57,304.00	CDBG

Note: IF = Impact Fees, CP = Capital Projects Funds, SMT = Street Maintenance Tax Funds
 CDBG = Community Development Block Grant Funds, DEV = Developer to Construct, no funding from City
 RCC* = re-allocation of remaining funds from Industrial Park Lighting project
 IF/DEC/CC** = partnership with Developer and Collin County for Design and Construction
 IF/CC* = re-allocation of remaining funds from Project R-12-05, partnership with Collin County
 SMT* - additional funding of \$100,000.00 proposed in the FY15-16 budget to complete the project

Street Lighting Projects

- The FY 2014-15 CIP includes re-allocating leftover RCC Funds from the Industrial Park Lighting Project. Conservatively, there will be at least \$100,000.00 that may be re-allocated to the SH 78 Street Lighting Project.
- Staff recommends that upon completion of the Industrial Park Lighting project, all remaining RCC funds be re-allocated to the SH 78 Street Lighting project, to allow for the scope (length) of the project to be expanded further down SH 78.
- It is currently anticipated that the SH 78 Street Lighting Project and the 5th/Dewitt Street Lighting Project would be bid together, and constructed as a single project.



State Highway 78

Street Maintenance Tax Projects

- As part of the CIP Update process, staff reviews the conditions of existing streets and includes street rehabilitation needs in the CIP for future Street Maintenance Tax (SMT) funding.
- For FY 2014-15, Williford Road and Big Valley Lane are recommended by staff for SMT funding.
 - Staff also recommends that in FY15-16, an additional \$100,000 in SMT funds be allocated to Williford Road. This will allow for the resurfacing of the street from SH 78 to Bailey Road. The project would be done at the end of FY14-15, to overlap the fiscal years and allow it to be done as a single project.
 - Big Valley Lane is the last street in Sachse Ranch Estates that needs re-surfacing. (Cartwright/Ponderosa/Bonanza are being done this fiscal year, primarily with SMT funds)



Williford Road

FY 2014-2015 Water

Project #	Project Name	Proposed Budget	Fund Source
W-12-15a	Property for 1.25 MG Elevated Water Storage	\$ 640,000.00	IF
W-12-07	12-inch Water Main from Bunker Hill to Rosewood	\$ 234,290.00	DEV
W-12-10	12-inch Waterline from Canyon Crest to Maxwell Creek	\$ 108,920.00	DEV

Note: IF = Impact Fees, DEV = Developer to construct, no funding from City

- Elevated Water Storage
 - Future project that is necessary to maintain the TCEQ minimum requirement of 100 gallons per connection for our public water system. (We are currently at 115 gallons per connection)
- Development-driven Water System Improvements
 - 12-inch Water Main from Bunker Hill to Rosewood – being constructed with Jackson Hills Development
 - 12-inch Water Main from Canyon Crest to Maxwell Creek – will be constructed with the Woodbridge Development

FY 2014-15 Sanitary Sewer

Project #	Project Name	Budget	Fund
SS-12-05	Line "G" – Aerial Crossing for 3 rd Conn.	\$ 900,000.00	E/TIF
SS-12-06	Line "G"–24-inch up to PGBT	\$ 1,200,000.00*	E/TIF
SS-12-07	8-inch from "G" to Pleasant Valley Road	\$ 400,000.00*	E/TIF

Note: E/TIF = Grant from EDC to TIF and City

- The 30-inch Sanitary Sewer Extension to Bunker Hill Road (CIP Project # SS-12-01) was previously funded, and the design is 95% complete. This project will be constructed once necessary easements are in place.

FY 2014-15 Drainage

- No projects currently shown for FY2014-15 funding.

FY 2014-15 Other Projects

Project #	Project Name	Budget	Fund
O-14-02	Digital Radio Conversion	\$ 750,000.00	GF

Note: GF = General Fund, total cost for project is \$1,100,000.00, with additional funding in FY 15-16

Next Steps

- Staff is seeking input from the City Council and the public regarding the proposed FY 2014-15 CIP
- Staff will revise the CIP based upon feedback received
- The final FY 2014-15 CIP will be adopted with the FY 2014-15 operating budget



Legislation Details (With Text)

File #: 14-2321 **Version:** 2 **Name:** Careflite Medical Control
Type: Agenda Item **Status:** Agenda Ready
File created: 7/15/2014 **In control:** City Council
On agenda: 7/21/2014 **Final action:**

Title: A resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an Ambulance support (BLS and ALS) services agreement, by and between the City of Sachse, Texas, and Careflite for Careflite to provide Ambulance support services; and providing for an effective date.

Executive Summary

This is a contract between the City of Sachse Fire Rescue Department and Careflite to provide Medical Control, (on and off line medical orders, continuing education and records management). This contract is required by the Texas Department of State Health Services and must be current to operated an ambulance service in the City of Sachse.

Sponsors:

Indexes:

Code sections:

- Attachments:** [Medical Control Res.pdf](#)
[Medical Control Agreement.pdf](#)
[Medical Control Presentation.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

A resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an Ambulance support (BLS and ALS) services agreement, by and between the City of Sachse, Texas, and Careflite for Careflite to provide Ambulance support services; and providing for an effective date.

Executive Summary

This is a contract between the City of Sachse Fire Rescue Department and Careflite to provide Medical Control, (on and off line medical orders, continuing education and records management). This contract is required by the Texas Department of State Health Services and must be current to operated an ambulance service in the City of Sachse.

Background

The current organization that proves Medical Control for the City of Sachse Fire Rescue Department is closing their doors on September 30th, 2014. We have been engaged in research to contract with a new company since January 1, 2014. The final organization selected by the Fire Rescue Department is Careflite.

Policy Considerations

[Enter Policy Considerations Here]

Budgetary Considerations

Annual Medical Control costs are currently \$15,058 and will decrease \$3880 for a total of \$13,974.

Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an Ambulance support (BLS and ALS) services agreement, by and between the City of Sachse, Texas, and Careflite for Careflite to provide Ambulance support services; and providing for an effective date.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AMBULANCE SUPPORT (BLS AND ALS) SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF SACHSE, TEXAS, AND CAREFLITE FOR CAREFLITE TO PROVIDE AMBULANCE SUPPORT SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Sachse has been presented with a proposed Ambulance Support (BLS and ALS) Services Agreement between the City of Sachse and CareFlite (the “Agreement”) for CareFlite to provide ambulance support services;

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 CareFlite for CareFlite to provide ambulance support services.

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"
AMBULANCE SUPPORT (BLS AND ALS) SERVICES AGREEMENT
BETWEEN CITY OF SACHSE AND CAREFLITE

AMBULANCE SUPPORT (BLS AND ALS) SERVICES AGREEMENT

This AMBULANCE SUPPORT SERVICES AGREEMENT (The "**Agreement**"), executed this _____ day of _____, 2014, by and between the City of Sachse, Texas, a Texas home-ruled municipal corporation ("**City**") and CareFlite ("**CareFlite**"), a non-profit corporation organized under the laws of the State of Texas.

WITNESSETH:

WHEREAS, **City** owns and operates directly or through a fire department an ambulance service;

WHEREAS, **CareFlite** can offer medical control, continuing education, and other BLS and ALS support services to municipal corporations and private companies providing emergency services; and transport services;

WHEREAS, the **City** desires to engage **CareFlite**, and **CareFlite** desires to be engaged by the **City**, to provide certain support services for the City's emergency services to the extent set forth herein;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **City** and **CareFlite** do hereby agree as follows:

I. OBLIGATION TO PROVIDE BASIC AND ADVANCED LIFE SUPPORT SERVICES AND PAYMENT THEREFORE

- 1.1 Obligation to provide Ambulance Support Services. During the term (as defined in Section 1.3 hereof) of this **Agreement**, and subject to the conditions and provisions hereof, **CareFlite** will provide the **City** with the services described in Article II of this Agreement.
- 1.2 Payments for Ambulance Support Services.
 - (i) Service Fee. In consideration for **CareFlite** providing the **City** with medical control services described in Section 2.1 hereof, the **City** will pay **CareFlite** \$ 0.30 per capita for medical control. Population numbers used for calculating the Service fee are based on the number of residents in the City per North Central Texas Council of Governments calculations.
 - (ii) Continuing Education Fee. Additionally, in consideration for **CareFlite** providing the **City** with continuing education services described in Section 2.2 hereof, the **City** will pay **CareFlite** seven thousand five hundred dollars (\$7,500.00) per year.

- (iii) Payment: Total Service Fee and Continuing Education Fees will be payable quarterly, in advance, on the first business day of January, April, July and October of each year.
- (iv) Price Changes. **CareFlite** may change the amounts of the Service Fee and Continuing Education Fee set forth in subpart (i) and (ii) respectively of this Section upon ninety (90) days' prior written notice to the **City**; provided, however, the **City** may, as a result of any increase in the Service Fee or Continuing Education Fee, terminate this Agreement upon thirty (30) days' prior written notice to **CareFlite**.

1.3 Term. The effective date of this Agreement shall _____ (the "**Term**"). Unless otherwise terminated as provided herein, this Agreement will continue for an initial term of two (2) years. Upon completion of the initial two (2) year term, this Agreement will be automatically renewed for an additional two (2) year renewal period unless either party provides the other with ninety (90) days prior written notice of its election to terminate this Agreement. Correspondingly, upon termination of the initial two (2) year renewal period or any subsequent two (2) year renewal period, this Agreement will continue to be automatically renewed for two (2) year periods unless either party provides the other with ninety (90) days prior written notice of its election to terminate this Agreement. This Agreement is subject to annual appropriation by the City and may be terminated by either party, at any time, without cause, by giving the other party ninety (90) days written notice. Notwithstanding the above provisions, in the event the **City** experiences a funding shortage, this Agreement can be terminated by the **City** immediately upon written notification and submission of documentation of the funding shortage. The parties may negotiate amendments or a new agreement at the end of the Term, if desired.

II.

DESCRIPTION OF AMBULANCE SUPPORT SERVICES PROVIDED BY SAMPLE

2.1 Medical Control. During the Term of this Agreement, CareFlite will arrange, provide or conduct the following:

- (i) On-line Medical Control Function. **CareFlite** will arrange for on-line medical direction to the **City's** ambulance service personnel on a continuous, twenty-four (24)-hour basis on each day of the week. The parties understand and acknowledge that the only obligation being undertaken by **CareFlite** herein is to arrange for medical direction and medical control to be provided by an independently practicing physician group which provides emergency medical care coverage at Methodist Richardson Medical Center, which group shall use established guidelines and medical protocols through voice contact and, if possible, appropriate cardiac telemetry signals between the emergency physician on duty in the Emergency Department at Methodist Richardson Medical Center in Richardson, Texas, and a representative of the **City's** emergency service. In this regard, the parties understand and acknowledge that all medical direction and medical control provided under this Agreement is being provided by physicians, and that at no time does **CareFlite** have or exercise any right of control over the professional medical advice and services provided by such independently practicing physicians.

- (ii) Off-line Medical Control. **CareFlite** will provide the **City** with off-line medical control by assisting **City** in its efforts to establish guidelines and treatment protocols that the **City** can use to monitor and evaluate the quality of patient care provided by the **City's** emergency personnel. For the purpose of providing such off-line medical control, **CareFlite** will establish an Advisory Board, consisting of the Director of the Office of the Medical Director at CareFlite, CareFlite Clinical Quality and Education staff, the Emergency Services Medical Director or Associate Medical Director, a Paramedic and such other or different personnel as **CareFlite** may determine to be appropriate. The function of this board will be solely to make recommendations to the **City** on matters presented to it for review. It shall be the **City's** sole and independent responsibility to determine what if any action should be taken.
- (iii) Patient Chart and Case Reviews. **CareFlite** will conduct, in accord with **CareFlite's** routine practices, on an individual basis for each emergency provider of **City**, patient chart and case reviews in an effort to increase report completeness and improved pre-hospital patient care. As mutually agreed upon, **CareFlite** will arrange for a representative to observe actual patient contact's and station visits.

2.2 Continuing Education. During the Term of this Agreement, **CareFlite** will offer continuing education courses and opportunities to employees of the **City's** service. Continuing education activities are based on state certification requirements, National Registry requirements and/or the **City's** quality evaluation data.

- (i) Continuing Education Modules. **CareFlite** will sponsor or conduct continuing education modules at a location mutually agreeable to **CareFlite** and the **City**. Each continuing education module will consist of a didactic and/or skills review program. This will allow the participant to receive continuing education credit. The continuing education format will be a combination of lectures, station skills practice, distributive/computer based lectures and other formats deemed appropriate by both parties. Fees for this section are outlined in Section 1.2.
- (ii) Miscellaneous Continuing Education. **CareFlite** will permit employees of the **City's** service to attend or otherwise participate in miscellaneous adjunct continuing education programs for which participants can receive continuing education credit. These **CareFlite** hosted continuing education programs include ACLS, PALS, NRP, PHTLS, Critical Care, FP-C Review, and Human Patient Simulator (HPS) lab practice. A fee will be charged for certain courses.

**III.
REPRESENTATIONS AND WARRANTIES**

3.1 Representations and Warranties of the City. The **City** represents and warrants to, and agrees with, **CareFlite** as follows:

- (i) The **City** has full power and authority to execute and deliver this Agreement. The execution and delivery of this Agreement by the **City** will not constitute default under, or violate any provision of, the **City's** charter or any agreement to which the **City** is a party or any statute, rule, regulation, judgment or order by which it is bound.
- (ii) The **City** has, and will at all times maintain all licenses and permits required of it to own and operate the emergency service and to conduct the activities contemplated by this Agreement. The **City** will at all times operate the emergency service in accordance with all-applicable laws and regulations.

3.2 Representations and Warranties of CareFlite. **CareFlite** hereby represents and warrants to, and agrees with, the **City** as follows:

- (i) **CareFlite** is duly organized, validly existing and in good standing as a non-profit corporation organized under the laws of the State of Texas and will remain in this condition throughout the term of this Agreement.
- (ii) **CareFlite** has full power and authority to execute and deliver this Agreement. The execution and delivery of this agreement by **CareFlite** will not constitute default under, or violate any provision of, the Articles of Incorporation or Bylaws of **CareFlite** or any agreement to which **CareFlite** is a party or any statute, rule, regulation, judgment or order by which it is bound.

**IV.
INSURANCE AND INDEMNIFICATION**

4.1 City's Insurance. The **City** has in effect liability insurance or a program of self-insurance to protect against claims arising from the operation of its emergency service activities. The City has adequate reserves to respond to claims.

4.2 CareFlite's Insurance. **CareFlite** has insurance or a program of self-insurance covering general and professional liability claims with limits of insurance of at least one million (\$1,000,000) per occurrence and three million (\$3,000,000) in the aggregate.

4.3 Indemnification by the City. The **City** will indemnify and hold harmless, to the extent authorized by law, **CareFlite** and its directors, officers, physicians, employees and agents from and against any and all liabilities, costs, damages and expenses (including attorneys' fees and expenses) resulting from or attributable to any and all willful misconduct or negligent acts and omissions of the **City** and its emergency responder service, public officials, employees and agents arising from

or in connection with the **City's** emergency first responder service or the activities of the **City** relating to or otherwise affecting this Agreement.

- 4.4 Indemnification by CareFlite. **CareFlite** will indemnify and hold harmless the **City** and its public officials, employees and agents from and against any and all liabilities, costs, damages and expenses (including attorneys' fees and expenses) resulting from or attributable to any and all willful misconduct or negligent acts and omissions of **CareFlite** and its directors, officers, physicians, employees or agents arising from **CareFlite's** performance of services under this Agreement, including physicians carrying out duties pursuant to this Agreement, arising from or in connection with **CareFlite's** involvement with the **City's** emergency ambulance service or the services provided by **CareFlite** to the **City** pursuant to this Agreement.
- 4.5 Nonwaiver of Defenses Under the Texas Tort Claims Act. Nothing in this Agreement shall in any way diminish or otherwise adversely affect any rights which the **City** may have as to any claimant or plaintiff to assert defenses available to the **City** under the Texas Tort Claims Act (Chapter 101 of the Texas Civil Practices and Remedies Code) or any other statutory or common law defenses available to municipalities in the State of Texas.

V. MISCELLANEOUS PROVISIONS

- 5.1 Notices. Any notice required or permitted pursuant to this Agreement will be deemed sufficient if in writing and hand-delivered or sent by registered or certified mail, postage prepaid, and if addressed (i) to **CareFlite**, 3110 S. Great Southwest Parkway, Grand Prairie, TX, 75052 to the attention of President/CEO, and if to the **City**, to the address set forth below under the City's signature.
- 5.2 Applicable Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Texas. Venue for all disputes under this agreement shall be in a court of competent jurisdiction in ~~Tarrant~~-Dallas County, Texas.
- 5.3 Entire Agreement; Amendment. This Agreement constitutes the complete and final understanding of the parties with respect to the performance of services hereunder and supersedes any prior or contemporaneous understanding or agreement, whether written or oral, concerning such services, specifically including superseding any current agreement between the parties for the services and things being provided under this Agreement. This Agreement may be amended only in writing executed by both parties hereto.
- 5.4 Independent Contractors. This Agreement may not be interpreted or construed to create an association, joint venture, joint enterprise, or partnership between the parties or to propose any partnership obligation or liability upon either party. Neither party has any right, power, or authority to enter any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party. The parties to this Agreement are, and shall be considered for all purposes, independent contractors. To that end, it is understood by the parties that at all times **CareFlite** shall neither have a right to nor exercise any control or

direction over the medical judgment of any of the individuals ("EMS Provider") assigned by **City** to provide emergency services in connection with **City's** emergency services program.

Nothing herein is intended nor shall be construed as giving that degree of control or direction on the part of **CareFlite** that creates an employer-employee, joint venture, joint enterprise or landlord/tenant relationship between **CareFlite** and any EMS Provider. It is expressly agreed that no EMS Provider will for any purpose be deemed to be an ostensible or apparent agent or servant of **CareFlite** nor shall **CareFlite** and **City** or any EMS Provider share in any pecuniary or community interest related to the provision of emergency services by any **City** or any EMS Provider.

- 5.5 Successors and Assigns. This Agreement will be binding upon, and will inure to the benefit of, the **City** and **CareFlite** and their respective successors and assigns; provided however, neither the **City** nor **CareFlite** may assign this Agreement without the prior written consent of the other party hereto.
- 5.6 Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 5.7 Waiver. No waiver, amendment or modification of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representatives of both parties hereto. Failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of such rights, nor shall a waiver by either party in one or more instances be construed as constituting a continuing waiver or as a waiver of other instances.
- 5.8 Headings. Heading in this Agreement are for the convenience of the parties and are not to be used in construing this document.
- 5.9 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 5.10 Sovereign Immunity. The parties agree that no party has waived its sovereign immunity by entering into and performing their respective obligations under this Agreement

IN WITNESS WHEREOF, the **City** and **CareFlite** have executed this Agreement as of the date first above written.

CITY

William K. George, City Manager

Date: _____

Address:
3815 B Sachse Rd.
Sachse, TX 74048
Phone:
Fax:
Email:

CareFlite

Jim Swartz, President/CEO

Date: _____

Address:
3110 S. Great Southwest Parkway
Grand Prairie, TX 75052
Phone: 972-339-4201
Fax: 972-988-3144
Email: jswartz@careflite.org

SACHSE FIRE RESCUE MEDICAL CONTROL

A necessary change.



Sachse Fire Rescue Medical Control

- ▣ A Doctor available 24/7 for orders. This includes treatment protocols.
- ▣ Standing orders in case you cannot connect with a Doctor.
- ▣ Continuing Education (CE) that meets or exceeds the requirements from Texas Department of State Health Services and National Registry of Emergency Medical Technicians.

Online Medical Control

- MCP yes
- Careflite yes

Offline Medical Control

- MCP yes
- Careflite yes

Continuing Education (CE)

- MCP yes
- Careflite yes

Sachse Fire Rescue Medical Control

- ▣ Careflite's office is at the municipal airport in Grand Prairie. They would provide on-site CE and have agreed to provide DVD based make-up CE. They also provide the ability for the providers to go outside of Careflite for CE with prior approval.
- ▣ Our Associate Medical Director (whom we pick) is based out of and practices at Methodist Richardson Medical Center.

On site (Sachse) CE

- MCP yes/yes
- Careflite yes/no

Based in a Hospital

- MCP yes
- Careflite no/yes (our associate would be at MRMC)

Doctor Shadowing

- MCP yes
- Careflite yes (MRMC)

Sachse Fire Rescue Medical Control

- ▣ MCP offers totally customizable protocol based upon our size, patient demographic and locality to Trauma, Stroke and STEMI centers.
- ▣ Careflite offers the same protocols that we currently operate under decreasing exposure to errors.
- ▣ Our EMT-B and EMT-Ps have the opportunity to shadow our medical control Doctor anytime they are working to help with diagnosis and treatments.

Customizable Protocols

- MCP yes
- Careflite yes

Associate Medical Director

- MCP yes
- Careflite yes

Doctor Shadowing

- MCP yes
- Careflite yes (MRMC)

Sachse Fire Rescue Medical Control

- ▣ Dr. Gamber and his support staff have developed one of the first managed healthcare systems in Texas.
- ▣ MCP and Careflite offer QA/QI programs that drive training and protocol as well as managing the legal impact of patient care records.
- ▣ MCP and Careflite are able to merge our billing company with the Q/I process and are familiar with ESO solutions.

Managed Healthcare

- | | |
|------------------|-----|
| • MCP | yes |
| • Careflite/MRMC | no |

Quality Assurance/Insurance

- | | |
|-------------|-----|
| • MCP | yes |
| • Careflite | yes |

Record Keeping

- | | |
|-------------|-----|
| • MCP | yes |
| • Careflite | yes |

Sachse Fire Rescue Medical Control

- | | |
|---|---|
| <ul style="list-style-type: none"> ▣ MCP Pricing ▣ 2014 population 21,580 <ul style="list-style-type: none"> ▪ $21,580 \times .9 = \\$19,422$ for Medical Control. ▪ CE is 34 personnel $\times \\$200.00 = \\$6,800$. ▪ Total yearly cost = $\\$26,222$ | <ul style="list-style-type: none"> ▣ Careflite Pricing ▣ 2014 population 21,580 <ul style="list-style-type: none"> ▪ $21,580 \times .30 = \\$6,474$ for Medical Control ▪ CE for 34 personnel = $\\$7,500$ ▪ Total yearly cost = $\\$13,974$ |
|---|---|

Sachse Fire Rescue Medical Control

- ▣ The increase in cost for Sachse to contract with MCP is \$11,178 annually.
- ▣ This will also result in an \$11,178 increase in cost for FY 2015 budget.
- ▣ To contract with Careflite/MRMC is \$13,974 annually.
- ▣ This will equate to a decrease in cost for FY 2015 budget
- ▣ Traditionally we have trusted in Biocare to provide top notch medical control. Biocare will not provide this service after September 30, 2014.
- ▣ Staff recommends contracting with Careflite/MRMC for medical control services due to the overall value for Sachse and the least impact from change.

Questions?



Legislation Details (With Text)

File #:	14-2313	Version:	1	Name:	Award Bid for High Service Water Pump
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	7/10/2014	In control:		In control:	City Council
On agenda:	7/21/2014	Final action:		Final action:	
Title:	Consider a resolution of the City Council of the City of Sachse, Texas, awarding the bid for the construction of a high service water pump at the Sachse water pump station as a capital improvement project to Red River Construction Company; authorizing the City Manager to execute such agreement in a form approved by the City Attorney.				

Executive Summary

The City of Sachse has a water system improvement project at the existing water pump station located on Sachse Road, near the Public Works facility. The Sachse Engineering Department put together the project manual and bid documents. Bids were opened on July 10, 2014. This item is to award the bid to the lowest responsible bidder, which is Red River Construction Company, in the amount not to exceed \$149,900.00.

Sponsors:

Indexes:

Code sections:

- Attachments:** [BID TABULATION - HIGH SERVICE WATER PUMP PDF](#)
[Resolution for Award of High Service Water Pump PDF](#)
[HIGH SERVICE WATER PUMP PRESENTATION PDF](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Title

Consider a resolution of the City Council of the City of Sachse, Texas, awarding the bid for the construction of a high service water pump at the Sachse water pump station as a capital improvement project to Red River Construction Company; authorizing the City Manager to execute such agreement in a form approved by the City Attorney.

Executive Summary

The City of Sachse has a water system improvement project at the existing water pump station located on Sachse Road, near the Public Works facility. The Sachse Engineering Department put together the project manual and bid documents. Bids were opened on July 10, 2014. This item is to award the bid to the lowest responsible bidder, which is Red River Construction Company, in the amount not to exceed \$149,900.00.

Background

The City's Capital Improvement Plan (CIP) includes the installation of a 3rd water pump at the Sachse water pump station. The existing pump station has two pumps in service, and has the capacity for a total of five pumps. The addition of a third pump to the system was first identified in the Fiscal Year (FY) 2011-2012 Capital Improvement Plan. This project was

subsequently included as a capital project in the 2011-2021 10-Year Capital Improvement Plan, as well as in the City of Sachse Annual Budget for FY 2012-13 and FY 2013-14.

The Texas Commission on Environmental Quality (TCEQ) requirements determine the minimum requirements for elevated storage and pumping capacity for public water systems. The minimum water system capacity requirements are found in Section 290.45 of the *Rules and Regulations for Public Water Systems*, as prepared by the TCEQ, and requires that one of the following standards be met for a public water system of our type and size:

- A. 200 gallons of elevated storage capacity per connection, and a pumping capacity of 0.6 gpm per connection with the largest pump out of service
- B. 100 gallons of elevated storage capacity per connection, and a pumping capacity of 2 gpm per connection with the largest pump out of service
- C. 100 gallons of elevated storage capacity per connection, a total pumping capacity of at least 1,000 gpm, and the ability to meet peak hourly demands with the largest pump out of service

The City of Sachse is a growing community with new residential and commercial water connections being made as development occurs. The current status of the Sachse Public Water System is as follows:

- 7,826 water connections

- 900,000 gallons of elevated storage (115 gallons per connection)

- Current Pumping capacity of 4,700 gpm with the largest pump out of service (0.6 gpm per connection)

- Peak Hourly Demand of 397,458 gallons/hour (6,624 gpm) based on historical data

Currently, the peak hourly demand exceeds the total pumping capacity of the system with the largest pump out of service. The installation of a new high service water pump at the Sachse water pump station will increase the pumping capacity of the system (with the largest pump out of service) from 4,700 gpm to 7,900 gpm, which will allow the Sachse public water system to meet the TCEQ requirement.

The project budget is \$140,000 as shown in the FY 2013-2014 Capital Improvement Plan. The funding source identified is the Utility Fund.

The project was publicly advertised for bid in the Sachse News, on the City of Sachse website, and in an online planroom at civcastusa.com. A mandatory pre-bid meeting was held at the existing water pump station. Three bids were received, opened, and read allowed in accordance with Texas Local Government Code. A tabulation of the bids received is shown in Attachment 1.

The lowest qualified bid was received from Red River COstruction Company, in the amount of \$149,900.00, which includes:

- \$134,900.00 for the equipment, materials, and installation, and

- \$15,000.00 for contingency, as requested by City staff in the bid manual

Staff reviewed the bidder's project experience and also contacted references provided by the bidder. Staff finds Red River Construction Company to be qualified to complete the project.

Policy Considerations

The project is included in the 2013-2014 Capital Improvements Program as a Water CIP project.

Notice to bidders was published in the *Sachse News* on June 19th and June 26th of this year. In addition, the project information and bid documents were posted online. A mandatory pre-bid meeting was held at the existing water pump station on July 1, 2014. Staff issued two addendums to the project to clarify project requirements and respond to questions from bidders. Sealed bids were received in the City Secretary's Office until 2:00 pm, July 10, 2014 and then publicly read aloud in the City Hall Council Chambers in accordance with the Texas Local Government Code.

Three bids were received (see attached bid tabulation Attachment 1). The low bid was received from Red River Construction Company from Wylie, TX. The references for Red River Construction Company were checked and found to be satisfactory. Red River Construction Company has adequate resources to complete the project in a timely manner. City staff recommends awarding the contract to Red River Construction Company.

Budgetary Considerations

The project will be funded through the Utility Fund as shown in the City of Sachse 2013-2014 Capital Improvement Plan. The original project budget as shown in the 2013-2014 Capital Improvement Plan is \$140,000.00. The lowest qualified bid was \$149,900.00, requiring an additional \$9,900.00 in funding above the budget for the project. The \$15,000.00 contingency item in the bid will not be used unless there is an unforeseen project cost that is outside of the current scope of work.

Staff Recommendations

Staff recommends the City Council approve Consider a resolution of the City Council of the City of Sachse, Texas, awarding the bid for the construction of a high service water pump at the Sachse water pump station as a capital improvement project to Red River Construction Company; authorizing the City Manager to execute such agreement in a form approved by the City Attorney.

**BID TABULATION
High Service Water Pump**

CITY OF SACHSE, TEXAS
 Summary By: WL
 Checked By:

Date: 07/10/2014

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION / UNIT PRICE	Red River Construction Company		Felix Construction Company		Rey-Mar Construction	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	1	LS	Furnish all labor, materials, and equipment required to install one (1) pump system to match existing dual pump system, including one (1) Simflo Vertical Turbine Pump with Motor, one (1) 12-inch Bernmad Solenoid Valve with piping, fittings, connections, and Flow Meter, one (1) Eaton/Cutler-Hammer MP-3000 Motor Control Panel, SCADA system connections, or City approved equal, including all electrical connections and wiring, complete and in place. DOLLARS CENTS per Lump Sum	\$134,900.00	\$134,900.00	\$136,855.00	\$136,855.00	\$164,000.00	\$164,000.00
2	1	LS	Contingency Allowance, may vary by any amount, for additional work approved by the Engineer and the Owner, for the sum of: Fifteen Thousand Dollars DOLLARS CENTS per Lump Sum	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
					\$149,900.00		\$151,855.00		\$179,000.00

Discrepancy in Final Total

No

No

No

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AWARDING THE BID FOR THE CONSTRUCTION OF A HIGH SERVICE WATER PUMP AT THE EXISTING SACHSE WATER PUMP STATION AS A CAPITAL IMPROVEMENT PROJECT TO RED RIVER CONSTRUCTION COMPANY; AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH AGREEMENT IN A FORM APPROVED BY THE CITY ATTORNEY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for a contractor to construct water system improvements at the Sachse water pump station; and

WHEREAS, the project is listed as a project in the 2013-2014 City of Sachse Capital Improvement Plan;

WHEREAS, the City has previously identified the primary funding source for the project to be Utility Funds for the project; and

WHEREAS, the City has taken sealed bids and City staff is recommending award to the lowest responsible bidder meeting specifications; and

WHEREAS, the City Council of the City of Sachse, Texas desires to award the contract.

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

Section 1: That the Bid for the construction of water system improvements at the Sachse water pump station is hereby awarded to Red River Construction Company.

Section 2: That the City Manager is authorized, after approval of the City Attorney, to execute a contract with Red River Construction Company.

Section 3: That this resolution shall take effect immediately from and upon its adoption and it is so resolved.

RESOLVED this 21st day of July, 2014. CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

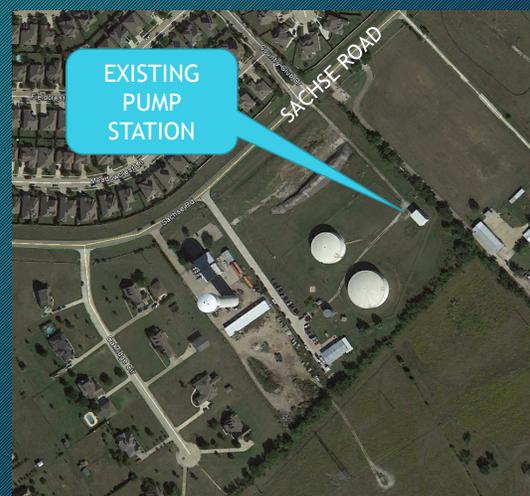
Terry Smith, City Secretary

HIGH SERVICE WATER PUMP

CITY COUNCIL
JULY 21, 2014

OVERVIEW

- The City of Sachse has an existing water pump station located next to the Public Works Facility on Sachse Road
- The existing pump station contains 2 water pumps, and has the capacity for a total of 5 pumps
- The pump station was designed to allow for the addition of pumps as needed to meet TCEQ requirements for water distribution as the City grows.



CIP PROJECT - 3RD PUMP

- The project was first identified in the FY 2011-12 Capital Improvement Plan
- Included in the 10-year CIP as a capital project
- included in subsequent annual updates to the CIP (FY 2012-13, FY 2013-14)



TCEQ REQUIREMENTS

- TCEQ establishes rules and regulations for public water systems
- The minimum water system capacity requirements are found in §290.45, and require one of the following:
 - A. 200 gallons of elevated storage capacity per connection, and a pumping capacity of 0.6 gpm per connection with largest pump out of service
 - B. 100 gallons of elevated storage capacity per connection, and a pumping capacity of 2 gpm per connection with the largest pump out of service
 - C. 100 gallons of elevated storage capacity per connection, a total pumping capacity of at least 1,000 gpm, and the ability to meet peak hourly demands with the largest pump out of service
- The increase in development throughout the City requires expansion to the existing pump system

CURRENT WATER SYSTEM STATUS

- 7826 connections
- 900,000 gallons of elevated storage (115 gallons per connection)
- Pumping capacity of 4700 gpm today, with the largest pump out of service (0.6 gpm per connection)
- System peak hourly demand of:
 - Historic Value: 397,458 gallons/hour (6624 gpm)
 - TCEQ Calculation: 496,822 gallons/hour
(TCEQ recommends using historical data when available)

POST-PROJECT EXPECTATIONS

	TCEQ REQUIREMENT	PRE-PROJECT	POST-PROJECT
ELEVATED STORAGE (gpc)	100	115	115
TOTAL PUMPING CAPACITY ABOVE 1,000 GPM?	REQUIRED	YES	YES
PUMPING CAPACITY* (gpm)	6624	4700	7900

PROJECT BUDGET

- The project budget as shown in the FY 2013-14 CIP is \$140,000
- The funding source identified is the Utility Fund

BID PROCESS

- The project was advertised in the Sachse News, on the City of Sachse website, and in an online plan room, at civcastusa.com
- A mandatory pre-bid meeting was held at the water pump station
- Three bids were received
- Bids were opened and read aloud in accordance with local government code on July 10, 2014

BID RESULTS

- The lowest qualified bid was received from Red River Construction Company, in the amount of \$149,900.00, which included:
 - \$134,900 for the equipment, materials, and installation
 - \$15,000 for contingency (as requested by staff in the bid manual)
- Staff reviewed the bidder's project experience and also contacted references provided by the bidder
- Staff finds Red River Construction Company to be qualified for the project

STAFF RECOMMENDATIONS

- Staff recommends that the City Council of the City of Sachse, Texas, award the bid of the High Service Water Pump to Red River Construction Company, in an amount not to exceed \$149,900.00.