



Sachse, Texas

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

Meeting Agenda

City Council

Monday, April 15, 2013

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, April 15, 2013, 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.

[13-1489](#) Consider approval of the minutes of the April 1, 2013, regular meeting.

Executive Summary

Minutes from the recent Council meeting.

Attachments: [Min.04.01.13.pdf](#)

[13-1494](#) Consider the acceptance of the resignation of Bill Alexander from the Planning and Zoning Commission.

Executive Summary

Mr. Alexander has resigned his seat on the board.

Attachments: [Bill Alexander resignation.pdf](#)

[13-1464](#) Consider a resolution approving the extension of the Bank Depository Service Agreement between the City and American

National Bank for a period of one year from October 1, 2013, and continuing through September 30, 2014.

Executive Summary

The current banking contract extension ends September 30, 2013. In order to continue under the same terms and conditions, approval of a resolution extending the Bank Depository Service Agreement between the City and American National Bank (ANB) is necessary. This extension is for a period of one year from October, 1, 2013 through September 30, 2014.

Attachments: [Bank Depository Extension letter 2013.pdf](#)

[Sachse ANB Bank Depository Services Agreement 082110.pdf](#)

[SACHSE Resolution 2nd Renewal of Bank Contract.pdf](#)

[13-1463](#)

Consider a resolution approving the terms and conditions of an agreement, by and between the City of Sachse and BrooksCardiel, PLLC, to provide auditing services for the City's financial statements for the fiscal year ending September 30, 2013 and authorizing its execution by the City Manager.

Executive Summary

BrooksCardiel, PLLC, recently completed the first of a potential five-year engagement as auditors of the City's financial statements, and it is necessary to adopt a resolution to extend the contract.

Attachments: [Audit Engagement Letter 2013.pdf](#)

[51SACHSE Resolution Audit Services 2013.pdf](#)

[13-1492](#)

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the agreement for professional services between the City of Sachse, Texas, and R-Delta Consulting Engineers, Inc.; authorizing its execution by the City Manager, and providing for an effective date.

Executive Summary

This contract will allow the engineering consultant, R-Delta Engineers, to begin preliminary engineering for the third sanitary sewer connection to the City of Garland.

Attachments: [51Sachse RESO approving R-Delta Consulting Engineers Agreement for Professional Services.pdf](#)
[Contract - R Delta.pdf](#)

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

[13-1484](#)

Proclamation recognizing April 15 to 20, 2013 as National Library Week for the Sachse Public Library.

Executive Summary

Libraries have historically served as our nation's great equalizers of knowledge. The strength of libraries has always been the diversity of their collections and commitment to serving all people. This National Library Week, join our nation's libraries and librarians by celebrating the place where we all belong.

Attachments: [Proc. Library Week.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.[13-1497](#)

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the facilities agreement between the City of Sachse, Texas, and Western Rim Property Services, Inc.; authorizing its execution by the City Manager; and providing for an effective date.

Executive Summary

Western Rim Property Services, Inc. has agreed to participate financially in the creation of a railroad Quiet Zone in the City of Sachse. The purpose of this item is to permit the City Council to enter into an agreement for the creation of a Quiet Zone. Under the terms of the agreement, Western Rim will provide \$45,000 within 30 days of the execution of the agreement and an additional \$222,450 within 30 days of closing on a property purchase. Their \$267,450 contribution toward the project is one half of the total implementation opinion of cost. The City is in discussions with the Sachse Economic Development Corporation for additional funding and the City of Sachse would fund the remaining costs and be responsible to deliver the Quiet Zone.

Attachments: [RES Contract Quiet Zone.pdf](#)

[Western Rim Agreement Presentation.pdf](#)

[13-1490](#)

Discuss and consider the 2013 maximum access line rate increase of 1.06% pursuant to Chapter 283 of the Local Government Code.

Executive Summary

Access line rates will be revised annually in March depending on whether the CPI changes for the previous year. No action is necessary. State law provides for an annual increase in accordance with the CPI.

Attachments: [MUNICIPAL TELECOMMUNICATIONS RIGHT-OF-WAY ACCESS RATES.pdf](#)
[Public Utility Commission Letter.pdf](#)

[13-1495](#)

The City Council shall convene into Executive Session pursuant to the TEXAS GOVERNMENT CODE, § 551.087 (Economic Development Negotiations) to deliberate on economic development incentives and financial prospects for property located at the intersection of State Highway 78 and Ranch Road on the northwest side of State Highway 78 and the north side of Ranch Road.

Consider any action necessary as a result of executive session.

Executive Summary

Closed Executive Session as provided by State Law.

[13-1485](#)

The City Council shall convene into Executive Session pursuant to the TEXAS GOVERNMENT CODE, Section § 551.076 to deliberate regarding security devices: discussion of deployment and implementation of security personnel and devices.

Consider any action necessary as a result of executive session.

Executive Summary

Closed Executive Session as provided by State Law.

[13-1496](#)

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

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

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

Executive Summary

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

5. ADJOURNMENT.

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

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

State law prohibits the introduction or discussion of any item of business not posted at least seventy-two (72) hours prior to the meeting time. Therefore, during Citizen Input for example, the Council is prohibited by state law to deliberate or take action on any issues introduced by the public other than to take them under advisement. Posted: April 12, 2013; 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 #: 13-1489 **Version:** 1 **Name:** Consider approval of the minutes of the April 1, 2013, regular meeting.

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

File created: 4/8/2013 **In control:** City Council

On agenda: 4/15/2013 **Final action:**

Title: Consider approval of the minutes of the April 1, 2013, regular meeting.

Executive Summary
Minutes from the recent Council meeting.

Sponsors:

Indexes:

Code sections:

Attachments: [Min.04.01.13.pdf](#)

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

Title

Consider approval of the minutes of the April 1, 2013, regular meeting.

Executive Summary

Minutes from the recent Council meeting.

Background

Minutes form the most recent Council meeting on April 1, 2013, for review and approval.

Policy Considerations

Not applicable.

Budgetary Considerations

Not applicable.

Staff Recommendations

Approval of the minutes of the April 1, 2013, regular meeting, as a Consent Agenda Item.

REGULAR MEETING
OF THE
CITY COUNCIL OF THE CITY OF SACHSE

APRIL 1, 2013

The City Council of the City of Sachse held a Regular Meeting on Monday, April 1, 2013 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 Jared Patterson
Councilman Bill Adams
Councilman Brett Franks
Councilwoman Pat McMillan
Councilman Todd Ronnau
Councilman Mark Timm

and all were present.

Staff present: City Manager Billy George, Deputy City Secretary Denise Vice, Community Development Director Marc Kurbansade, Police Chief Dennis Veach, Human Resources Manager Laura Morrow, Parks and Recreation Director Lance Whitworth, Library Manager Mignon Morse, City Engineer Greg Peters, Sachse EDC Director Carlos Vigil, Public Works Director Joe Crase, Interim Finance Director Teresa Savage, Interim Fire Chief Rick Coleman and Administrative Assistant Cathy Cade.

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

The invocation was offered by Councilman Mark Timm and the pledges were led by Councilman Todd Ronnau.

1. Consent Agenda:

Councilman Timm moved to approve the Consent Agenda consisting of Items 13-1443, Consider approval of the minutes of the March 18, 2013, Regular Meeting; 13-1442, Consider receiving the Monthly Revenue and Expenditure Report for the period ending February 28, 2013; and 13-1457, Consider approval of the minutes of the March 25, 2013 Special Meeting. The motion was seconded by Mayor Pro Tem Patterson and passed unanimously.

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

Councilman Ronnau announced the Mad Hatter Tea Party hosted by the Friends of the Library on May 4, beginning at 12:00 noon at the Senior Center. A very special guest will be the Mad Hatter, better known as our Mayor.

Mayor Pro Tem Patterson invited folks to join us for the Great American Cleanup on April 13. The Parks Department has 17 groups signed up for the event. It will be a day of city-wide volunteer efforts in a service project to beautify the city.

Mayor Pro Tem Patterson also announced the National Day of Prayer on May 2 at Heritage Park. More information will be coming about this event.

13-1444 Interim Fire Chief Andy Jones Recognition: Mayor Felix recognized Mr. Andy Jones for serving as Sachse's Interim Fire Chief and presented him with a Certificate of Appreciation.

13-1456 Recognize employees for their service to the City of Sachse: Mayor Felix presented Police Chief Dennis Veach with a Certificate of Appreciation for five years of service.

13-1454 Proclamation recognizing Arbor Day in the City of Sachse as April 13, 2013: Lance Whitworth, Parks and Recreation Director, accepted the Proclamation for Arbor Day in Sachse as presented by Mayor Felix.

13-1455 Proclamation recognizing Keep America Beautiful's Great American Cleanup for the City of Sachse: Mayor Felix also presented Mr. Whitworth with the Proclamation for Keep America Beautiful Great American Cleanup.

13-1432 Presentation of Texas Municipal Library Directors Association 2012 Achievement of Excellence Award to the Sachse Public Library: Mayor Felix presented the award to Library Manager Mignon Morse and Librarian Ellen Ritchie.

13-1441 Staff Briefing: Library Department Update: Library Manager Mignon Morse presented an update of Library activities and programs, statistics and future plans.

3. Citizen Input:

Dave Sanford, 3718 Trailridge Drive, stated he called the City regarding an erosion problem at Park Lake Park. The Parks Director, the City Engineer and the Public Works Director responded quickly and addressed the issue right away. Job well done.

4. Regular Agenda Items:

13-1445 Administer Oath of Office to Newly Appointed Board and Commission Members:

Mayor Felix administered the Oath of Office to re-appointed TIF Board members Ed Brown and Bobby Tillman.

13-1447 Conduct a public hearing and consider approval of an Ordinance of the City of Sachse, Texas, amending the Comprehensive Zoning Ordinance and Map so as to grant a Special Use Permit for a Preschool or Childcare Center use on an approximately 2.751 acre tract of land, generally located on the north side of Bunker Hill Road, approximately 625 feet south of State Highway 78, more particularly described in Exhibit "A" and located in General Commercial (C-2) zoning district:

Marc Kurbansade, Community Development Director, introduced the item. Following the briefing, Mayor Felix opened the public hearing.

Rusty Simpson, 4416 Merritt Road, owner of the daycare property, addressed traffic and noise issues that are usually associated with daycares.

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

Following discussion, Councilman Timm made a motion to approve Ordinance No. 3466 of the City of Sachse, Texas, amending the Comprehensive Zoning Ordinance and Map so as to grant a Special Use Permit for a Preschool or Childcare Center use on an approximately 2.751 acre tract of land, generally located on the north side of Bunker Hill Road, approximately 625 feet south of State Highway 78, more particularly described in Exhibit "A" and located in General Commercial (C-2) zoning district. The motion was seconded by Councilwoman McMillan and passed unanimously.

13-1449 Conduct a public hearing and consider approval of an Ordinance of the City Council of the City of Sachse, Texas amending the Comprehensive Zoning Ordinance and Map, as heretofore amended; by amending Planned Development No. 19 (PD-19) more particularly described in Exhibit "B" attached hereto; by amending the site boundary for Tract C-2 to remove 17.166 acres for a new tract C-3 to be created; by amending Exhibit "A" to reflect the amended site area for Tract C-2 and C-3; by amending Exhibit "C" to amend Schedule "A" titled "Permitted Uses" to allow Garden Center Sales and Display uses and to permit Outside Storage for Retail Stores and Shops in excess of 100,000 square feet; by amending Exhibit "C" to amend Schedule "B" titled Parking Requirements for Retail Stores and Shops uses located on Tract C-3:

Community Development Director Marc Kurbansade introduced the item and presented information to Council. Mayor Felix opened the public hearing. No comments were made.

Following discussion, Councilman Timm moved to close the public hearing. Councilman Ronnau seconded the motion and it passed unanimously.

Following further discussion, Councilman Timm made a motion to approve Ordinance No. 3467 of the City Council of the City of Sachse, Texas amending the Comprehensive Zoning Ordinance and Map, as heretofore amended; by amending Planned Development No. 19 (PD-19) more particularly described in Exhibit "B" attached hereto; by amending the site boundary for Tract C-2 to remove 17.166 acres for a new tract C-3 to be created; by amending Exhibit "A" to reflect the amended site area for Tract C-2 and C-3; by amending Exhibit "C" to amend Schedule "A" titled "Permitted Uses" to allow Garden Center Sales and Display uses and to permit Outside Storage for Retail Stores and Shops in excess of 100,000 square feet; by amending Exhibit "C" to amend Schedule "B" titled Parking Requirements for Retail Stores and Shops uses located on Tract C-3. The motion was seconded by Councilwoman McMillan and passed unanimously.

13-1462 Consider approval of a Sign Variance request associated with the property generally located on the northwest side of SH 78/KCRC Railroad, and on the south side of future Woodbridge Parkway adjacent to the SH 78/KCRC Railroad rights-of-way:

Mayor Felix announced that this item has been withdrawn at the request of the applicant and is being rescheduled for a future City Council meeting.

13-1446 Consider the application of Mr. Charles Smith for approval of a Preliminary Plat for Metro Mortuary and Cremation Services, being three lots on approximately 6.561 acres, generally located north of Williford Road and southeast of State Highway 78:

Community Development Director Marc Kurbansade presented the request.

Following discussion, Councilman Adams made a motion to approve the Preliminary Plat for Metro Mortuary and Cremation Services, being three lots on approximately 6.561 acres, generally located north of Williford Road and southeast of State Highway 78. The motion was seconded by Mayor Pro Tem Patterson and passed unanimously.

13-1460 Adjourn to Executive Session pursuant to the provisions of Texas Government Code Section 551.071: To discuss pending litigation: Randy Cole and Karen Cole, Individually and as Next Friends of Ryan Cole vs. Michael Hunter, Martin Cassidy, Carl Carson and the City of Sachse, Texas Civil Action No. 2:12-CV-00607.

Motion to adjourn to Executive Session was made by Mayor Pro Tem Patterson. Motion was seconded by Councilman Ronnau and passed unanimously. Council adjourned to Executive Session at 8:43 p.m.

Motion to return to Open Session was made by Mayor Pro Tem Patterson. The motion was seconded by Councilman Adams and passed unanimously. Council returned to Open Session at 9:38 p.m.

Mayor Felix announced no action is necessary as a result of Executive Session.

5. Adjournment:

There being no further business, Councilman Adams made a motion to adjourn. The motion was seconded by Councilman Timm and carried unanimously. The meeting adjourned at 9:39 p.m.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR



Legislation Details (With Text)

File #: 13-1494 **Version:** 1 **Name:** Consider the acceptance of the resignation of Bill Alexander from the Planning and Zoning Commission.

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

File created: 4/10/2013 **In control:** City Council

On agenda: 4/15/2013 **Final action:**

Title: Consider the acceptance of the resignation of Bill Alexander from the Planning and Zoning Commission.

Executive Summary
Mr. Alexander has resigned his seat on the board.

Sponsors:

Indexes:

Code sections:

Attachments: [Bill Alexander resignation.pdf](#)

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

Title

Consider the acceptance of the resignation of Bill Alexander from the Planning and Zoning Commission.

Executive Summary

Mr. Alexander has resigned his seat on the board.

Background

Planning and Zoning Commission Member Bill Alexander has resigned his seat on the Commission.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Acceptance of the resignation of Bill Alexander from the Planning and Zoning Commission, as a Consent Agenda Item.

City of sachse

Terry, I am in the process of selling my house and plan to travel across the country

In our RV, so I think it would be better if I resigned from the P and Z . I would like

To thank the city council for allowing me to be part of the city of Sachse .. I also am still

Having trouble hearing all the conversations at the meetings .

Thank you

Bill Alexander

A handwritten signature in cursive script that reads "Bill Alexander". The signature is written in black ink and is positioned above the date.

04-10-13



Legislation Details (With Text)

File #: 13-1464 **Version:** 1 **Name:** Bank Depository Agreement Extension 2013
Type: Agenda Item **Status:** Agenda Ready
File created: 3/27/2013 **In control:** City Council
On agenda: 4/15/2013 **Final action:**
Title: Consider a resolution approving the extension of the Bank Depository Service Agreement between the City and American National Bank for a period of one year from October 1, 2013, and continuing through September 30, 2014.

Executive Summary

The current banking contract extension ends September 30, 2013. In order to continue under the same terms and conditions, approval of a resolution extending the Bank Depository Service Agreement between the City and American National Bank (ANB) is necessary. This extension is for a period of one year from October, 1, 2013 through September 30, 2014.

Sponsors:

Indexes:

Code sections:

Attachments: [Bank Depository Extension letter 2013.pdf](#)
[Sachse ANB Bank Depository Services Agreement 082110.pdf](#)
[SACHSE Resolution 2nd Renewal of Bank Contract.pdf](#)

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

Title

Consider a resolution approving the extension of the Bank Depository Service Agreement between the City and American National Bank for a period of one year from October 1, 2013, and continuing through September 30, 2014.

Executive Summary

The current banking contract extension ends September 30, 2013. In order to continue under the same terms and conditions, approval of a resolution extending the Bank Depository Service Agreement between the City and American National Bank (ANB) is necessary. This extension is for a period of one year from October, 1, 2013 through September 30, 2014.

Background

The city's original Bank Depository Agreement with ANB was for a period of two years, with an option for three one-year renewals. This resolution would be authorizing the second renewal year.

ANB has been supportive and responsive to the City of Sachse's needs as well as complying with the terms of the agreement. Because the City values the professional and courteous banking relationship developed over the years, we are requesting a one-year extension of the current banking contract.

Policy Considerations

Compliance with contract terms and conditions.

Budgetary Considerations

None

Staff Recommendations

Staff recommends approval as of a resolution approving an extension of the Bank Depository Service Agreement between the City and American National Bank for a period of one year from October 1, 2013, and continuing through September 30, 2014 as a consent agenda item.



Finance Department

3815-B Sachse Rd.
Sachse, TX 75048
972-495-1212

April 16, 2013

Anita Collins, Market President
American National Bank of Texas
5430 Highway 78
Sachse, TX 75048

Dear Ms. Collins:

The City of Sachse desires to continue the contract for Bank Depository Services for another year beginning October 1, 2013 and ending September 30, 2014. In consideration of an extension, the City of Sachse desires to extend at the same terms and conditions per the original Bank Depository Services Agreement dated October 1, 2010.

The City of Sachse values the professional and courteous banking relationship that we have established over the years. We are looking forward to working with you and your staff as we move forward.

Sincerely,

William K. George, City Manager
City of Sachse

BANK DEPOSITORY SERVICES AGREEMENT

This BANK DEPOSITORY SERVICES AGREEMENT, hereinafter called (the "Agreement"), is made and entered into on the date last herein written by and between the CITY OF SACHSE, a political subdivision of the State of Texas, hereinafter called (the "City") and AMERICAN NATIONAL BANK OF TEXAS, organized under the law of the United States and authorized by law to do banking business in the State of Texas, hereinafter called (the "Bank"), and provides as follows:

1. **Designation of Depository.** City, through action of the City Council, its governing body, hereby designates Bank as a primary depository bank for the period beginning October 1, 2010, and continuing through September 30, 2012, with the option for three one-year extensions under the same terms and conditions.

2. **General.** All services rendered to City by Bank under this Agreement shall be performed in accordance with accepted commercial banking standards for public fund organizations and under the overall direction and instructions of City pursuant to Bank's standard operations, policies, and procedures.

3. **Scope of Services.** Bank agrees to provide those services as described in the Bank's Response to City's Bank Services RFP incorporated herein by reference. Bank acknowledges that all such services shall be performed by Bank subject to the approval of City.

4. **City Representatives.** During the term of this Agreement, the City will, through appropriate action of its City Council, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of the City in any and all matters of every kind arising under this Agreement and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of the City in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfer by written instrument.

5. **Entire Agreement.** The entire agreement between Bank and City shall consist of this Agreement, City's Bank Services RFP, Bank's Response to City's Bank Services RFP, and Custodial Agreement (each incorporated by reference) listed in governing order of precedence in the event of conflict among any of the documents. This Agreement supersedes any and all prior representations, statements, and agreements, whether written or oral. **No oral agreements exist between the Bank and the City.** The terms and provisions of this Agreement may not be amended, altered, or waived except by mutual agreement evidenced by a written instrument signed by duly authorized representatives of both parties.

6. **Interest on Deposits.** City may arrange for time deposits and Bank may accept and shall hold such deposits subject to payment in accordance with the terms of the deposit. Interest shall be calculated at the rates which Bank has proposed for the particular denomination and time period of said deposits, or negotiated at the time of placement of said deposits. Any time deposits that mature beyond the expiration of this Agreement will be at the interest rates negotiated at the time of purchase.

7. **Custodian.** City and Bank, by execution of this Agreement, hereby designate the Federal Home Loan Bank of Dallas, hereinafter called (the "Custodian"), to hold in trust, according to the terms and conditions of this Agreement and the Custodial Agreement, the collateral described and pledged by the Bank in accordance with the provisions of this Agreement.

8. **Custodian Fees.** Any and all fees associated with Custodian's holding of collateral for the benefit of City will be paid by Bank and the City will have no liability therefore.

9. **Collateralization.** All funds on deposit with the Bank to the credit of the City shall be secured by collateral as provided for the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code), the City's Investment Policy, and the Bank's Response to the City's Bank Depository Request For Proposal as accepted by the City. With the exception of deposits secured with irrevocable letters of credit at 100% of amount, the total market value of the collateral (which includes accrued interest or income to the extent it is not included in the market price) securing such deposits shall be in an amount at least equal to one hundred two percent (102%) of the amount of such deposits, plus the amount of any accrued interest thereon, less the amount that such deposits are insured by an agency or instrumentality of the United States government. The market value with respect to any securities (collateral) as of any date and priced on such date will be obtained from a non-affiliated source acceptable to the City. The Bank will work with the City to establish an appropriate cushion to cover normal deposit fluctuations and City will notify Bank of significant changes in its balances. Bank will be liable for the monitoring and maintaining the required collateral margins and levels at all times.

Bank has heretofore, or will immediately hereafter, deliver to Custodian collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of City deposited with Bank. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by Custodian in trust so long as the depository relationship between City and Bank shall exist hereunder, and thereafter so long as deposits made by City and Bank hereunder, or any portion thereof, shall have not been properly paid out by Bank to City or on its order. Bank hereby grants a security interest in such collateral to City.

Custodian will accept said collateral and hold the same in trust for the purposes herein stated.

10. **Default.** Should Bank fail at any time pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposits and the interest on such deposits or in any manner breach its contract with City, City shall give written notice of such failure or breach to the Bank, and the Bank shall have three (3) business days to cure such failure or breach. In the event Bank shall fail to cure any such failure or breach within three (3) business days or should the Bank be declared insolvent by a Federal banking regulatory agency, it shall be the duty of Custodian, upon demand of City (supported by proper evidence of any of the above listed circumstances), to surrender the above described collateral, in an amount equal to the current balance of City's deposits and accrued interest less agency or instrumentality of the United States government insurance, to City. City may sell any part of such collateral and out of the proceeds thereof, pay City all damages and losses sustained by it, together with all expenses of any and every kind incurred by it on account of such failure or insolvency, or sale, and account to Bank for the remainder, if any, of said proceeds or collateral remaining unsold.

11. **Sale of Collateral.** Any sale of such collateral, or any part thereof, made by City hereunder may be either at public or private sale, provided, however, it shall give both Custodian and Bank two (2) hours notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder therefore for cash. City and Bank shall have the right to bid at such sale.

12. **Substitution of Collateral.** If Bank shall desire to sell or otherwise dispose of any one or more of said collateral securities so deposited with Custodian, with the advance written approval of City, it may substitute for any one or more of such securities other securities of the same market value and character of the character authorized herein. Such right of substitution shall remain in full force and may be exercised by Bank as often as it may desire; provided, however, that the aggregate market value of all collateral pledged hereunder, shall be at least equal to the amount of collateral required hereunder and meet the requirements of the law. **The City agrees to respond to all proposed collateral releases within 2 days of request.** If at any time, the aggregate market value of such collateral so deposited with Custodian is less than one hundred two percent (102%) of the City's funds on deposit with the Bank, Bank immediately shall deposit with Custodian such additional collateral as may be necessary to cause the

market value of such collateral to equal the total amount of required collateral. Bank shall be entitled to income on securities held by Custodian for the collateral required hereunder, and Custodian may dispose of such income as directed by Bank without approval of City.

13. **Trust Receipts and Monthly Collateral Reports.** Bank shall promptly forward to City copies of safekeeping or trust receipts covering all such collateral held for Bank, including substitute collateral as provided for herein. A monthly collateral report from Custodian will be provided to City.

14. **Withdrawal of Collateral.** If at any time the collateral in the hands of Custodian shall have a market value in excess of one hundred two percent (102%) of the balances due City by Bank, City shall authorize the withdrawal of a specific amount of collateral. Custodian shall deliver this amount of collateral (and no more) to Bank, taking its receipt therefore, and Custodian shall have no further liability for collateral so redelivered to Bank.

15. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

16. **Release of Collateral.** When the relationship of City and Bank shall have ceased to exist between City and Bank, and when Bank shall have properly paid out all deposits of City, it shall be the duty of City to give Custodian notice to that effect; whereupon Custodian shall, with the approval of City, redeliver to Bank all collateral then in its possession belonging to Bank, taking its receipt therefore. An order in writing to Custodian by City and a receipt for such collateral by Bank shall be a full and final release of Custodian of all duties and obligations undertaken by it by virtue of these presents.

17. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Dallas County will be the venue for any lawsuit arising out of this Agreement.

18. **Notices.** Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Agreement shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

Bank: Anita K. Collins, Market President
American National Bank
5430 State Highway 78
Sachse, TX 75048
214.763.5930

City: Jeri Rainey, Finance Director
City of Sachse
5560 State Highway 78
Sachse, TX 75048
469.429.4760

Changes to notice information may be made by either party with written notification to the other party.

19. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties, shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable

provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.

20. **Binding Commitment.** Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Texas Government Code and Texas Local Government Code, such that all funds deposited with it as depository shall be faithfully kept by it and accounted for according to law.

21. **Continuation.** Unless this Agreement is terminated sooner, Bank's designation as the City Depository will remain continuously in effect until September 30, 2012.

IN WITNESS Whereof, the duly authorized officers of the parties have this day executed this Agreement:

AMERICAN NATIONAL BANK

BY: _____
NAME: _____
TITLE: _____
Date: _____

CITY OF SACHSE

BY: _____
NAME: _____
TITLE: _____
Date: _____

APPROVED AS TO FORM

CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING AN EXTENSION OF THE BANK DEPOSITORY SERVICE AGREEMENT BETWEEN THE CITY AND AMERICAN NATIONAL BANK FOR A PERIOD OF ONE YEAR FROM OCTOBER 1, 2013, AND CONTINUING THROUGH SEPTEMBER 30, 2014; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, THE City Of Sachse and American National Bank entered into a Bank Depository Agreement (the “Agreement”) that would have expired on September 30, 2012; and

WHEREAS, under the terms of the Agreement set forth in paragraph 1, “Designation of Depository,” the City has the option to renew the Agreement for three one-year extensions under the same terms and conditions; and

WHEREAS, the City Council of the City of Sachse did exercise the option to renew the Agreement for one year, beginning October 1, 2012; and

WHEREAS, upon full review and consideration of the Agreement and all matters related thereto, the City Council is of the opinion and finds that the Agreement shall be extended for an additional year, from October 1, 2013, and continuing through September 30, 2014, under the same terms and conditions.

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

SECTION 1. The City Manager shall have the authority to sign the necessary documents extending the Agreement, attached hereto as Exhibit “A,” for a period of one year, from October 1, 2013, and continuing through September 30, 2014, under the same terms and conditions as set forth in the Agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the _____ day of _____, 2013.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary



Legislation Details (With Text)

File #: 13-1463 **Version:** 1 **Name:** Audit Services for FY2013
Type: Agenda Item **Status:** Agenda Ready
File created: 3/27/2013 **In control:** City Council
On agenda: 4/15/2013 **Final action:**

Title: Consider a resolution approving the terms and conditions of an agreement, by and between the City of Sachse and BrooksCardiel, PLLC, to provide auditing services for the City's financial statements for the fiscal year ending September 30, 2013 and authorizing its execution by the City Manager.

Executive Summary
BrooksCardiel, PLLC, recently completed the first of a potential five-year engagement as auditors of the City's financial statements, and it is necessary to adopt a resolution to extend the contract.

Sponsors:

Indexes:

Code sections:

Attachments: [Audit Engagement Letter 2013.pdf](#)
[51SACHSE Resolution Audit Services 2013.pdf](#)

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

Title

Consider a resolution approving the terms and conditions of an agreement, by and between the City of Sachse and BrooksCardiel, PLLC, to provide auditing services for the City's financial statements for the fiscal year ending September 30, 2013 and authorizing its execution by the City Manager.

Executive Summary

BrooksCardiel, PLLC, recently completed the first of a potential five-year engagement as auditors of the City's financial statements, and it is necessary to adopt a resolution to extend the contract.

Background

City Charter Section 7.18 requires that an independent audit be performed at the close of each fiscal year by a certified public accountant. No more than five consecutive annual audits can be completed by the same firm. The independent audit firm of BrooksCardiel, PLLC, completed the audit of the City's financial statements for the period ending September 30, 2012, which was the first year of a possible five-year engagement.

Policy Considerations

Section 7.18 of the City charter sets forth a requirement for the City Council to call for an independent audit to be made of all accounts of the City by a Certified Public Accountant. In addition, it is the responsibility of the City to comply with reasonable internal controls and to make representations that the City's financial statements are presented fairly and with full

disclosure of any and all financial implications.

Budgetary Considerations

The City will propose an amount equal to the contract amount of \$24,694 for Auditing Services in the 2013-2014 budget, to be allocated between the General Fund, Utility Fund, and the SEDC. By comparison, the 2012-2013 budgeted amount was \$23,975.

Staff Recommendations

Staff recommends approval of a resolution approving the terms and conditions of an agreement, by and between the City of Sachse and BrooksCardiel, PLLC, to provide auditing services for the City's financial statements for the fiscal year ending September 30, 2013 and authorizing its execution by the City Manager as a consent agenda item.

March 26, 2013
City of Sachse, Texas,
3815-B Sachse Road
Sachse, TX 78415

Dear Mrs. Savage:

We are pleased to confirm our understanding of the services we are to provide for the City of Sachse, Texas for the year ended September 30, 2013. We will audit the basic financial statements of the City of Sachse, Texas as of September 30, 2013 and for the year then ended.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Information
- 3) GASB-required supplementary pension schedule

Supplementary information other than RSI will accompany the City of Sachse, Texas's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- 1) Individual nonmajor fund financial statements
- 2) Combining statements

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- 1) Introductory section
- 2) Statistical section

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records of the City of Sachse, Texas and other procedures we consider necessary to enable us to express an unqualified opinion that the basic financial statements are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America and for expressing opinions on each opinion unit. If any of our opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit, we will not issue a report as a result of this engagement.

Our procedures will include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with customers, creditors, and financial institutions. Also, we will request written representations from your attorneys as part of the engagement, and they may bill you for responding to that inquiry. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit is designed to provide reasonable, but not absolute, assurance about whether the financial statements are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. Because of this concept of reasonable assurance and because we will not examine all transactions, there is a risk that material misstatements may exist and not be detected by us. Also, an audit is not designed to detect error or fraud that is immaterial to the financial statements. The entity's management is responsible for establishing and maintaining a sound system of internal control, which is the best means of preventing or detecting errors, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

An audit includes obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify material weaknesses or significant deficiencies. However, we will communicate to you and those charged with governance any material weaknesses or significant deficiencies that come to our attention.

We understand that you are responsible for the financial statements and for making all financial records and related information required for our audit available to us on a timely basis, and that you are responsible for the accuracy and completeness of that information. This management responsibility includes (a) establishing and maintaining adequate records and related internal control policies and procedures, (b) selecting and applying accounting principles, (c) safeguarding assets, and (d) identifying and ensuring that the entity complies with laws, regulations, grants, and contracts applicable to its activities.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

We may advise you about appropriate accounting principles and their application and may assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. Management is also responsible for adjusting the financial statements to correct material misstatements and for affirming to us in the management representation letter that the effects of any uncorrected misstatements, resulting from errors or fraud, aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You agree that management is responsible for (a) the design and implementation of programs and controls to prevent and detect fraud, (b) informing us about any fraud or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, or others where the fraud could have a material effect on the financial statements, and (c) informing us about any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or

others. You agree that you will confirm your understanding of your responsibilities as defined in this letter to us in your management representation letter.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.²

Mike Brooks, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising BrooksCardiel, PLLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every two weeks and are payable upon presentation. We estimate that our fee for the audit of the City's basic financial statements, including all component units, will be \$24,694 and \$5,000 for the single audit of one major program, if required. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City of Sachse, Texas's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to the City Council and Audit Committee the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of BrooksCardiel, PLLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators or other authoritative bodies pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of BrooksCardiel, PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to said regulators who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

If the foregoing is in accordance with your understanding, please indicate your agreement by signing the duplicate copy of this letter and returning it to us. If you have any questions, please let us know.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

A handwritten signature in black ink that reads "Michael Brooks". The signature is written in a cursive style with a large, prominent initial "M".

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

RESPONSE:

This letter correctly sets forth our understanding.

City of Sachse, Texas

Approved by: _____

Title: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT, BY AND BETWEEN THE CITY OF SACHSE AND BROOKSCARDIEL, PLLC, TO PROVIDE AUDITING SERVICES FOR THE CITY'S FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2013 AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the responsibility of the City of Sachse to maintain its finances in conformity with generally accepted accounting principles in order to conduct City business in a fair and business-type manner; and

WHEREAS, the City Council for the City of Sachse desires to secure professional auditing services for the City's financial statements; and

WHEREAS, the City Council of the City of Sachse has been presented with a proposed Agreement between the City of Sachse and BrooksCardiel, PLLC (the "Agreement") to provide auditing services for the City's financial statements for the fiscal year ending September 30, 2013; and

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

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

SECTION 1. The City Manager is hereby authorized to execute the Agreement, attached hereto as Exhibit "A," with BrooksCardial, PLLC to provide auditing services for the City's financial statements for the fiscal year ending September 30, 2013.

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 _____, 2013.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary



Legislation Details (With Text)

File #: 13-1492 **Version:** 1 **Name:** Consider a resolution authorizing the City Manager of Sachse to execute a contract

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

File created: 4/9/2013 **In control:** City Council

On agenda: 4/15/2013 **Final action:**

Title: Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the agreement for professional services between the City of Sachse, Texas, and R-Delta Consulting Engineers, Inc.; authorizing its execution by the City Manager, and providing for an effective date.

Executive Summary

This contract will allow the engineering consultant, R-Delta Engineers, to begin preliminary engineering for the third sanitary sewer connection to the City of Garland.

Sponsors:

Indexes:

Code sections:

Attachments: [51Sachse RESO approving R-Delta Consulting Engineers Agreement for Professional Services60237 Contract - R Delta pdf](#)

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

Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the agreement for professional services between the City of Sachse, Texas, and R-Delta Consulting Engineers, Inc.; authorizing its execution by the City Manager, and providing for an effective date.

Executive Summary

This contract will allow the engineering consultant, R-Delta Engineers, to begin preliminary engineering for the third sanitary sewer connection to the City of Garland.

Background

The City of Sachse requested a proposal from R-Delta Engineers for the preliminary engineering design of a sanitary sewer system in the Southeast section of the city. The preliminary design will include a route study, design recommendations, and preliminary engineering plans for a third sanitary sewer connection to Garland. The scope will include a metering station, an aerial crossing of Rowlett Creek, approximately 5,300 linear feet of 24" sanitary sewer main from Rowlett Creek to the North side of the President George Bush Toll Road, and approximately 2,040 linear feet of 8" sanitary sewer main in the Pleasant Valley Road Right-of-way South of the President George Bush Toll Road.

Policy Considerations

The third sanitary sewer connection is included in the City's Capital Improvements Plan.

Budgetary Considerations

The Capital Improvement Program has a budget of \$50,000.00 in the 2012-2013 Fiscal Year, from the General Fund, allocated for the preliminary design of the third sanitary sewer connection to the City of Garland. The consultant fee is \$48,300.00.

Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the agreement for professional services between the City of Sachse, Texas, and R-Delta Consulting Engineers, Inc.; authorizing its execution by the City Manager, 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 THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SACHSE, TEXAS, AND R-DELTA CONSULTING ENGINEERS, INC.; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented with a proposed Agreement for Professional Services (herein the “Agreement”) between the City of Sachse, Texas, and R-Delta Consulting Engineers, Inc. for preliminary engineering services related to Sanitary Sewer Design in the City of Sachse, including: the design of an aerial sanitary sewer crossing new Rowlett Creek and Miles Road, a gravity sewer main from the aerial crossing to the Northeast corner of the Right-of-Way at Miles Road and the President George Bush Toll Road, and a gravity sewer in the Pleasant Valley Right-of-Way South of the President George Bush Toll Road, and being further described in Exhibit “A” attached hereto; and

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

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

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this ____ day of April, 2013.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

APPROVED AS TO FORM:



Peter G. Smith, City Attorney
(PGS:4-11-13:TM 60237)

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

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

This agreement (“Agreement”) is made by and between the City of Sachse, Texas (“City”) and R-Delta Consulting Engineers, Inc. (the “Professional”) acting by and through their authorized representatives.

Recitals:

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

WHEREAS, the Professional desires to render professional services for the City for Preliminary Engineering related to Sanitary Sewer Design in the City of Sachse, including: the design of an aerial sanitary sewer crossing near Rowlett Creek and Miles Road, a gravity sewer main from the aerial crossing to the Northeast corner of the Right-of-way at Miles Road and the President George Bush Toll road, and a gravity sewer in the Pleasant Valley Right-of-way South of the President George Bush Toll road (the “Project”) in accordance with the terms and conditions set forth in this Agreement;

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

**Article I
Term**

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

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

**Article II
Scope of Services**

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

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

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

Article III Schedule of Work

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

Article IV Compensation and Method of Payment

4.1 The City shall compensate the Professional for the services by payment of a fee not to exceed \$48,300.00 without the City’s prior written approval.

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

Article V Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City, and without decreasing the effectiveness of the performance of services required under this Agreement.

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

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

Article VI Relationship of Parties

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

Article VII Insurance

7.1 Professional shall during the term hereof maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 Dollars per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker's Compensation Insurance covering all of Professional's employees involved in the provision of services under this Agreement.

7.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; and (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

7.3 All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least “B” by AM Best or other equivalent rating service, or approved by the City Manager.

7.4 A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

Article VIII Miscellaneous

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

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

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

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

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

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

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

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

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

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

If intended for City:
William K. George
City Manager
City of Sachse, Texas
3915-B Sachse Road
Sachse, Texas 75048

With Copy to:
Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

If intended for Professional:
Frank A. Polma, P.E.
President
R-Delta Engineers, Inc.
618 Main Street
Garland, TX 75040

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

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

8.13 Indemnification. City SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST City, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "City") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF City. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS City FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE

NEGILGENCE OF THE City). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST City IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, THE PROFESSIONAL, ON NOTICE FROM City, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT PROFESSIONAL'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO City. THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT

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

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

(signature page to follow)

EXECUTED this _____ day of _____, 2013.

City of Sachse, Texas

By: _____
William K. George, City Manager

Approved as to form:

By: _____
Peter G. Smith, City Attorney

EXECUTED this 10th day of April, 2013.

Professional

By:  _____
Name: Frank A. Polma
Title: President

Exhibit "A"
Scope of Services



April 2, 2013

City of Sachse
3815 – B Sachse Road
Sachse, Texas 75048

ATTENTION: Mr. Greg A. Peters, P.E., LEED AP

**SUBJECT: Sachse – Garland Third Sanitary Sewer Connection
PGBT to Rowlett Creek Interceptor
Preliminary Engineering Services Proposal**

Dear Mr. Peters,

R-Delta Engineers, Inc. (R-Delta) is pleased to submit this proposal to provide preliminary engineering and related surveying services for the subject project. We understand that we have been selected to perform this work based on our professional qualifications and are submitting this cost proposal at your request. Following is a brief discussion of the design tasks involved and the proposed compensation to furnish the necessary professional services.

SCOPE OF BASIC SERVICES

The City of Sachse proposes to construct a third metered sanitary sewer connection to the City of Garland sewer system. Design of the proposed sanitary sewer improvements will be performed in two phases, a preliminary engineering phase followed by production of final plans, specifications and estimates for project construction. This two phase approach is proposed to provide clear definition of the improvements for which detailed design will be required. R-Delta will submit a separate proposal for additional surveying and preparation of final plans, specifications, and estimates upon completion of the preliminary engineering phase.

The proposed improvements include approximately 5,300 LF of 24-inch diameter sanitary sewer gravity main extending east and north from the existing City of Garland Rowlett Creek Interceptor, crossing the President George Bush Tollway (PGBT), and ending at the easterly right-of-way line of New Miles Road. The improvements also include approximately 2,040 LF of new 8-inch sanitary sewer to be constructed along Pleasant Valley Road ending at the proposed Northplace Church of the Assemblies of God development. The general routes to be studied for the two sanitary sewers are depicted upon attached Exhibit "1".

The objectives of the preliminary engineering and associated surveying performed under this contract are to better define a specific horizontal alignment for the proposed 24-inch and 8-inch sanitary sewers, verify gravity flow capacity through development of preliminary profiles, gather preliminary information regarding type and configuration of proposed flow metering device, develop a preliminary layout for the Rowlett Creek aerial crossing, and identify additional improvements that may be necessary for construction of the proposed sanitary sewer lines.

The services to be furnished under this contract include preliminary property abstracting, limited right-of-way and property boundary surveying, limited topographic and utility surveying, preliminary engineering design, and preparation of Engineer's Preliminary Opinions of Probable Construction Cost. Coordination with the Cities of Sachse and Garland, North Texas Tollway Authority (NTTA), Texas Department of Transportation (TxDOT), United States Army Corps of Engineers (USACE), and local Franchise Utilities is included in the proposed scope of services.

The following is a detailed discussion of the proposed project scope based on our preliminary discussions and review of the information received to date:

Property and Right-of-Way Abstracting: R-Delta will provide preliminary property abstracting utilizing available public records to identify current title and property ownership information along the proposed routes of the 24-inch and 8-inch sanitary sewers. The abstracting information will be used to prepare deed and right-of-way CADD sketches for use in preliminary engineering design. Easements appearing on subdivision plats or road right-of-way maps will be included in the deed sketches however exhaustive abstract research for separate instrument easements is not included in our proposed preliminary engineering scope of services.

Right-of-Way, Boundary and Topographic Surveying: Limited right-of-way, boundary and topographic surveying along the project corridor will be provided in areas where inadequate public record information is available for use in preliminary engineering design. These areas are anticipated to include the following:

- 1) Flowline elevation verification at Rowlett Creek Interceptor
- 2) Rowlett Creek main channel topography at proposed sewer aerial crossing
- 3) PGBT right-of-way line and topography (easterly span of PGBT bridge over Rowlett Creek and east along toe of embankment slope to east side of new Miles Road)
- 4) Utility surface and subsurface appurtenances to help identify conflicts along routes

All surveying will be tied to City of Garland and/or Sachse GPS monumentation for horizontal and vertical control as necessary and seven (7) primary project control monuments will be established for use in future detailed surveying and project construction.

Aerial Mapping/DTM Creation: Existing City of Garland and NTCOG aerial topographic mapping will be used to define existing topography along the routes except in the area of the PGBT where significant topographic changes have occurred. No new aerial surveying or mapping is proposed for this project. A Digital Terrain Model (DTM) will be developed from the usable existing aerial topographic mapping augmented with field survey data as required to allow existing ground profile extraction along the sanitary sewer route(s).

Underground Utility Location: R-Delta will perform research to establish the approximate location and sizes of significant existing underground utilities potentially in conflict with the proposed improvements. The approximate location and sizes of existing water, sanitary sewer, and drainage facilities will be based on available record information from the Cities of Garland and Sachse. Type and approximate location of other utility facilities will be determined through coordination with Franchise Utilities active in the area including submittal of schematic sanitary sewer route mapping and written request for information regarding their existing facilities and potential conflicts. Limited field surveying will be provided to tie surface utility appurtenances to aid in mapping of utilities however the location mapping proposed is schematic in nature and intended to aid in route selection only. No field marking requests of subsurface utility exploration is included with our proposed preliminary engineering.

Preliminary Engineering Schematics (Plan & Profile): Preliminary engineering schematic plans showing sanitary sewer horizontal alignment and profiles, significant existing utilities along the sewer routes, approximate existing right-of-way/easement/property lines and property owners, location of proposed sewer appurtenances (manholes, metering station, etc.), limits of required bored sewer construction, and approximate limits and configuration of aerial sewer crossing and associated gabion bank armoring at the Rowlett Creek main channel. The schematic plans will include hydraulic capacity calculations for the various sanitary sewer line sections as well as calculation of sewer discharge for the proposed 8-inch sanitary sewer. The schematic plans will contain sufficient detail to indicate generally the project specific problems involved and alternate solutions available to the City. The schematics will include delineation of the approximate limits of required additional easement parcels. Accompanying the schematic plans will be a preliminary Engineer's Opinion of Probable Construction Cost for the project.

Coordination with Other Parties: R-Delta will coordinate with other parties during the preliminary project design as necessary to collect data related to existing conditions, design requirements, preferences, and permit requirements. The coordination will include discussions with the Cities of Sachse and Garland Texas, TxDOT, NTTA, and various local franchise utilities. Anticipated coordination issues include possible construction restrictions at the Castle Drive Landfill due to existing landfill permitting language, permissibility of the proposed third connection to the Garland sewer system (study of Rowlett Creek Interceptor currently being performed by others), acceptable metering equipment, channel bank armoring, aerial sewer creek crossing, sanitary sewer alignments, use of Garland rights-of-way, existing franchise utilities,

and permit requirements for proposed construction in the PGBT right-of-way. Discussions with the USACE will be limited to verification that the Castle Drive Landfill Wetlands Mitigation Bank project registration was never completed and that there are no USACE construction restrictions at this property. City of Sachse staff will receive advance notice of all coordination meetings so they may select the meetings they wish to attend.

Use of Data for Final Design: The data developed under this contract will be suitable for use in detailed project design when augmented with additional field survey data. The preliminary engineering and associated surveying described above are proposed to develop a clear definition of the necessary improvements for the various parties involved prior to commencement detailed design.

Based on our understanding of the scope of project services, the following items are not included in this proposal:

1. Geotechnical Investigation
2. Environmental Investigation.
3. Wetlands or Waters of the United States Delineation
4. Detailed Construction Plans or Bid Documents
5. Land Descriptions and Graphical Exhibits for Easements
6. Negotiations for easement acquisition
7. Corps of Engineers 404 permitting
8. Design of utility relocations
9. Subsurface Utility Exploration

COMPENSATION

We propose to perform all work described in this proposal on a fixed fee basis as follows:

Property and Right-of-Way Abstracting:	3,720.
Limited ROW/Property/Topographic Surveying:	13,880.
DTM Creation:	900.
Preliminary Utility Research and Mapping:	3,960.
Engineering Schematics (Preliminary Design):	22,920.
Opinion of Probable Construction Cost:	2,420.
Reimbursable Expenses (Est):	<u>500.</u>
Total Proposed Fee:	\$ 48,300.

SCHEDULE

We propose a project schedule of seventy (70) calendar days exclusive of review periods. Contract time for this project is assumed to be suspended during review periods for project inquiries and plan submittals.

SUMMARY

This proposal, unless otherwise noted, constitutes our understanding of the services to be provided by R-Delta Engineers, Inc. on the project described above. This proposal is

offered for a period of one hundred twenty (120) days after which, if said proposal has not been executed, said proposal shall no longer be valid. Additional work outside the scope of that presently defined, with the exception of work covered by subsequent specific written proposals, will be charged on an Hourly Rate basis. A schedule of our current hourly rates is attached to this proposal. Any significant modification from the present Scope of Services must be approved in writing by the client.

We appreciate the opportunity to submit this proposal and look forward to working with you on this important project. Please contact me with any questions or comments you may have regarding this proposal.

Best Regards,

R-DELTA ENGINEERS, INC.



Frank A. Polma, P.E.
President

**R-DELTA ENGINEERS, INC.
HOURLY RATE SCHEDULE**

April 2013

Project Manager	\$ 140.00
Structural Engineer	\$130.00
Civil Engineer	\$130.00
Electrical Engineer	\$ 130.00
CADD Technician	\$ 70.00
Survey Field Crew (3 man)	\$140.00
Survey Field Crew (2 man)	\$ 120.00
GPS Field Crew (1 man)	\$ 100.00
Surveyor (RPLS)	\$ 100.00
Surveyor in Training (SIT)	\$ 80.00
Survey Technician	\$ 70.00
Clerical	\$ 35.00

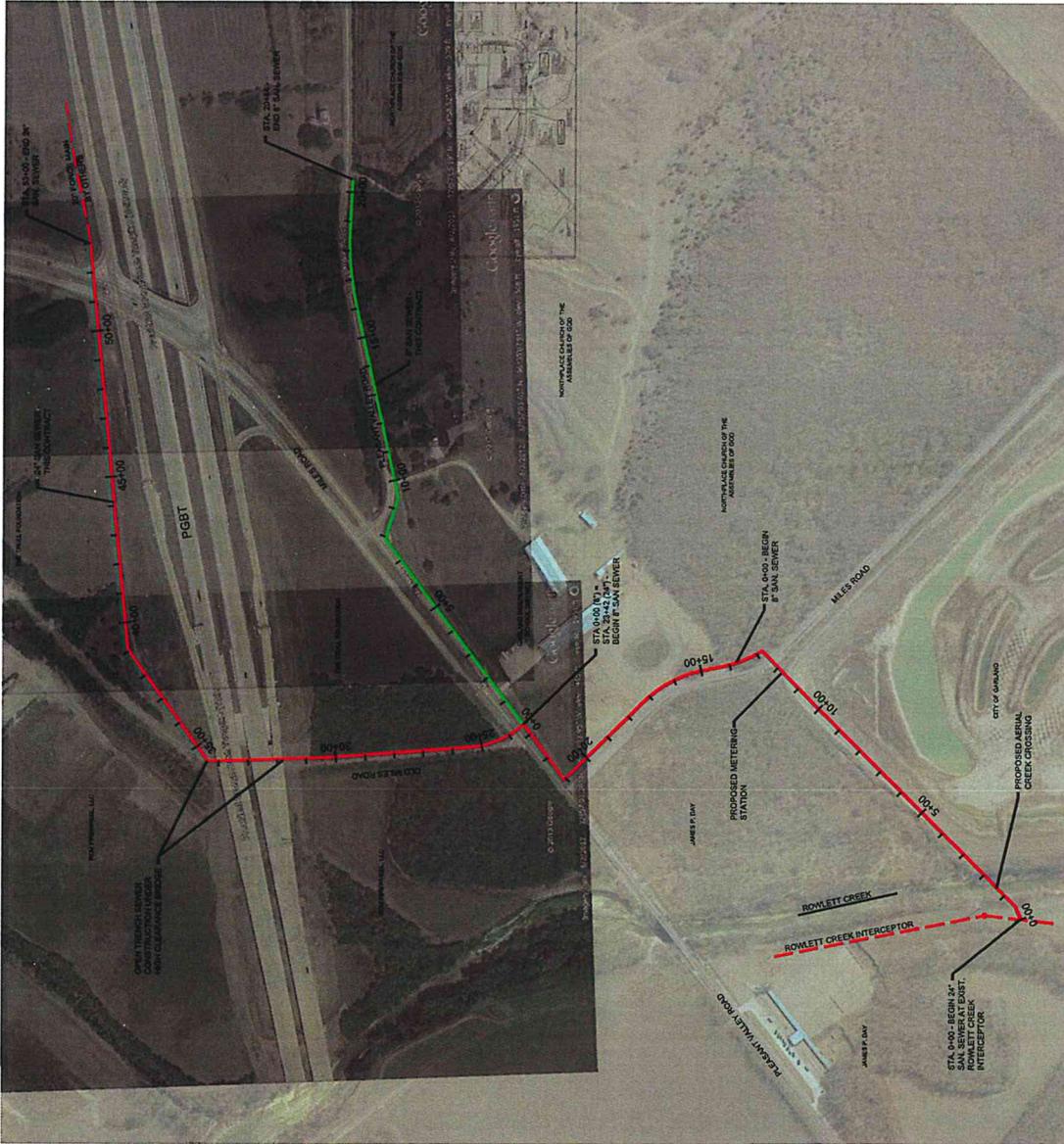


EXHIBIT 1
SCHEMATIC
SACHSE - GARLAND THIRD
SANITARY SEWER CONNECTION
CITY OF SACHSE, TEXAS

rdelta	CONSTRUCTION	DATE	SCALE	SHEET
ENGINEERING	DESIGN	CONSTRUCTION	AS SHOWN	1 OF 1
PROJECT NO.	DATE	APPROVED BY	DATE	PROJECT NO.



Legislation Details (With Text)

File #: 13-1484 **Version:** 1 **Name:** National Library Week Proclamation 2013
Type: Agenda Item **Status:** Agenda Ready
File created: 4/4/2013 **In control:** City Council
On agenda: 4/15/2013 **Final action:**
Title: Proclamation recognizing April 15 to 20, 2013 as National Library Week for the Sachse Public Library.

Executive Summary

Libraries have historically served as our nation's great equalizers of knowledge. The strength of libraries has always been the diversity of their collections and commitment to serving all people. This National Library Week, join our nation's libraries and librarians by celebrating the place where we all belong.

Sponsors:

Indexes:

Code sections:

Attachments: [Proc. Library Week.pdf](#)

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

Title

Proclamation recognizing April 15 to 20, 2013 as National Library Week for the Sachse Public Library.

Executive Summary

Libraries have historically served as our nation's great equalizers of knowledge. The strength of libraries has always been the diversity of their collections and commitment to serving all people. This National Library Week, join our nation's libraries and librarians by celebrating the place where we all belong.

Background

First sponsored in 1958, National Library Week is a national observance sponsored by the American Library Association (ALA) and libraries across the country each April.

The Sachse Public Library is celebrating National Library Week by hosting a children's program and amnesty week. On April 16th at 4:00 p.m. the Library will host a Prince and Princess program. All children are invited to dress up and join in the fun with the after school program.

The Sachse Public Library will offer an Amnesty week during National Library Week. The Library will be offering an amnesty week during National Library Week. Staff will be waiving fines if patrons bring in a donation for the local animal shelter. This is only for patrons who have returned their materials. If you still have outstanding materials on your account, please

bring them in. Fines will be waived at \$5.00 per donation for the animal shelter.

Policy Considerations

N/A

Budgetary Considerations

N/A

Staff Recommendations

No action on this item. Mayor Felix will present the proclamation recognizing April 15 - 20, 2013, as National Library Week.

PROCLAMATION

WHEREAS, libraries have historically served as our nation's great equalizers of knowledge by providing free access to all; and

WHEREAS, libraries work to meet the changing needs of their users, including building collections, expanding outreach services and increasing programming; and

WHEREAS, our nation's libraries provide a forum for diverse ideas and points of view that help us better understand each other and ourselves; and

WHEREAS, librarians are trained professionals, helping people of all ages and backgrounds find and interpret the information they need to live, learn and work in a challenging economy; and

WHEREAS, librarians design and offer programs to meet their community's economic needs, providing residents with resume writing classes, interviewing workshops and job seeking resources; and

WHEREAS, libraries are part of the American dream, places for education, opportunity and lifelong learning; and

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

NOW, THEREFORE, by the powers vested in me as Mayor of the great City of Sachse, Texas: **I DO HEREBY PROCLAIM**

April 15-20, 2013 as LIBRARY WEEK IN SACHSE

and encourage all residents to visit the library this week to take advantage of the wonderful library resources available @ your library. You belong @ your library.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 15th day of April, 2013.



Mike J. Felix
Mayor



Legislation Details (With Text)

File #: 13-1497 **Version:** 1 **Name:** Quiet Zone Facilities Agreement
Type: Agenda Item **Status:** Agenda Ready
File created: 4/11/2013 **In control:** City Council
On agenda: 4/15/2013 **Final action:**
Title: Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the facilities agreement between the City of Sachse, Texas, and Western Rim Property Services, Inc.; authorizing its execution by the City Manager; and providing for an effective date.

Executive Summary

Western Rim Property Services, Inc. has agreed to participate financially in the creation of a railroad Quiet Zone in the City of Sachse. The purpose of this item is to permit the City Council to enter into an agreement for the creation of a Quiet Zone. Under the terms of the agreement, Western Rim will provide \$45,000 within 30 days of the execution of the agreement and an additional \$222,450 within 30 days of closing on a property purchase. Their \$267,450 contribution toward the project is one half of the total implementation opinion of cost. The City is in discussions with the Sachse Economic Development Corporation for additional funding and the City of Sachse would fund the remaining costs and be responsible to deliver the Quiet Zone.

Sponsors:

Indexes:

Code sections:

Attachments: [RES Contract Quiet Zone.pdf](#)
[Western Rim Agreement Presentation.pdf](#)

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

Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the facilities agreement between the City of Sachse, Texas, and Western Rim Property Services, Inc.; authorizing its execution by the City Manager; and providing for an effective date.

Executive Summary

Western Rim Property Services, Inc. has agreed to participate financially in the creation of a railroad Quiet Zone in the City of Sachse. The purpose of this item is to permit the City Council to enter into an agreement for the creation of a Quiet Zone. Under the terms of the agreement, Western Rim will provide \$45,000 within 30 days of the execution of the agreement and an additional \$222,450 within 30 days of closing on a property purchase. Their \$267,450 contribution toward the project is one half of the total implementation opinion of cost. The City is in discussions with the Sachse Economic Development Corporation for additional funding and the City of Sachse would fund the remaining costs and be responsible to deliver the Quiet Zone.

Background

Sachse has explored establishing a railroad Quiet Zone within the City several times in the past. In 2010, the City Council authorized the Murphy Road railroad crossing to be included in a joint City of Garland and City of Sachse Quiet Zone. The Quiet Zone crossing has been in effect since 2010. In May of 2012, the City Council discussed the requirements for establishing a Quiet Zone that would include the remaining railroad crossing in Sachse. At that meeting, staff presented the minimum requirements and the City Council provided staff with input that would guide requirements for a Quiet Zone in Sachse.

Earlier this year, Western Rim Property Services, Inc. approached staff with a request to participate in the creation of a Quiet Zone in Sachse. Western Rim indicated that a Quiet Zone would be beneficial to both the City of Sachse and their property. They committed to funding one half of the cost to establish a Quiet Zone if the City would find or provide funding for the remaining costs.

At the February 18, 2013 City Council Meeting, the City Council discussed the proposal with the City Attorney. After getting the City Attorney's legal advice on Western Rim's economic development proposal, the City Manager requested funding from the Sachse Economic Development Corporation (SEDC) to fund a portion of the remaining cost (approximately one quarter of the remaining cost). The SEDC voted to approved the Quiet Zone in an amount not to exceed \$142,450. After that vote, a 60 day waiting period is required before the SEDC may hold a public hearing on the project.

City staff has been working with Western Rim and the City Attorney to draft an agreement, **which is attached to the resolution**, for the establishment of a Quiet Zone. That agreement is presented for the Council's consideration. Select points included in the agreement are listed below.

- Western Rim will provide \$45,000 to the City within 30 days of the execution of the agreement.
- Western Rim will provide \$222,450 to the City within 30 days after Western Rim closes its purchase of property.
- The City of Sachse will cause the creation of a Quiet Zone within 12 months of receiving \$222,450 from Western Rim, subject to events of Force Majeure.
- Should Western Rim not close on the property, the City will remit any unspent funds.
- Western Rim will contribute not more than \$267,450 toward the project.

The City and the SEDC, with the City Attorney's assistance, are finalizing an agreement for a partnership in the project as well. Approval of that agreement by the City Council is pending.

Policy Considerations

The City has discussed establishing a Quiet Zone since at least 2008. By entering into this agreement with Western Rim, the cost to create a Quiet Zone will be shared with a private developer, the SEDC, and the City of Sachse.

Budgetary Considerations

The opinion of cost to establish a Quiet Zone is \$534,900. Western Rim has agreed to

provide not more than \$267,450. The SEDC has preliminarily agreed to provide approximately one quarter of the cost not to exceed \$142,450. The remaining funds would be provided by the City of Sachse and could be funded out of Transportation Bond funds since the improvements would be made to Sachse's roadways.

Staff Recommendations

Approval of a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the facilities agreement between the City of Sachse, Texas, and Western Rim Property Services, Inc.; authorizing its execution by the City Manager; 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 THE FACILITIES AGREEMENT BETWEEN THE CITY OF SACHSE, TEXAS, AND WESTERN RIM PROPERTY SERVICES, INC.; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented with a proposed Facilities Agreement (herein the "Agreement") between the City of Sachse, Texas, and Western Rim Property Services, Inc. for the construction of a Railroad quiet zone at the intersection of the Kansas City Southern Railway Company rail line within the City between the intersection of the rail line and Murphy Road and the northern city limits (the "Quiet Zone" or "Project"), and being further described in Exhibit "A" attached hereto; and

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

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

SECTION 1. The Agreement, a copy of which is attached hereto as Exhibit "A", be and the same are hereby approved.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this ____ day of _____, 2013.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

APPROVED AS TO FORM:

A handwritten signature in cursive script that reads "Peter G. Smith".

Peter G. Smith, City Attorney
(PGS: 4-3-13 TM 60148)

**Exhibit “A”
Facilities Agreement
(to be attached)**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

FACILITIES AGREEMENT

This Facilities Agreement (“Agreement”) is made by and between the City of Sachse, Texas, a Texas home rule municipality (the “City”), and Western Rim Property Services, Inc., a Nevada corporation (the “Developer”) (collectively the “Parties” and each a “Party”), acting by and through their duly authorized representatives.

RECITALS:

WHEREAS, Developer owns or is under contract to purchase the real property located on Cody Lane between Ranch Road and Woodbridge Parking in the City of Sachse described in Exhibit “A” (the “Property”), and intends to construct a new multi-family development on said Property; and

WHEREAS, Developer has requested the City establish a Railroad quiet zone at the intersection of the Kansas City Southern Railway Company (the “Railroad”) rail line within the City between the intersection of the rail line and Murphy Road and the northern city limits (the “Quiet Zone” or “Project”); and

WHEREAS, Developer has agreed to pay fifty percent (50%) of the costs of the establishment of the Quiet Zone (the “Project”); and

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

Article I
Term; Termination

1.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until all Parties have fully satisfied all terms and conditions of this Agreement unless sooner terminated as provided herein.

1.2 Termination. This Agreement shall be terminated

- (a) upon the mutual written agreement of the Parties; or
- (b) by either Party in the event the other Party has breached any of the terms and conditions of this Agreement and such breach is not cured within sixty (60) days after receipt of written notice thereof.

Article II Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“City” shall mean the City of Sachse, Texas.

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

“Commencement of Construction” shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained. (ii) all necessary permits for the construction of the Project have been issued by all applicable governmental authorities; (iii) the contract for the construction of the Project has been awarded; and (iv) the construction of the Project have commenced.

“Completion of Construction” shall mean (i) the construction of the Project have been substantially completed in accordance with the Approved Plans; and (ii) the Project has been accepted by the City in writing.

“Developer” shall mean Western Rim Property Services, Inc., a Nevada corporation.

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

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (including Texas Department of Transportation and the Federal Railroad Administration), action or inaction by the Railroad (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

“Project” shall mean the improvements and equipment to be installed at and near the intersection of the Kansas City Southern Railway Company’s rail line within the City of Sachse between the intersection of the rail line and the Murphy Road, and the northern City limit for the establishment of a Railroad Quiet Zone.

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

Article III Project

3.1 Preparation of Plans; Bidding; Funding Responsibility.

(a) City shall cause plans and specifications for the design and construction of the Project to be prepared and shall award a contract for the construction of the Project in accordance with applicable state law.

(b) The total anticipated cost to create a Quiet Zone is Five Hundred Thirty-Four Thousand Nine Hundred Dollars (\$534,900.00), as indicated on Exhibit "B", (the "Estimated Costs"). Developer agrees to pay fifty percent (50%) of the costs for the Project in an amount not to exceed \$267,450.00. Developer shall provide fifty percent (50%) of the Estimated Costs in the amount of Two Hundred Sixty-Seven Thousand Four Hundred Fifty Dollars (\$267,450.00), to be paid in the following installments:

(i) Forty-Five Thousand Dollars (\$45,000.00) shall be paid to the City within thirty (30) days after the Effective Date. These funds shall be used for the purpose of acquiring consulting services, design services, other professional services, necessary equipment and consumables, and of funding construction activities related to the establishment of the Quiet Zone (the "First Installment"); and

(ii) Two Hundred Twenty-Two Thousand Four Hundred Fifty Dollars (\$222,450.00) to be paid to the City within thirty (30) days after the Developer closes its purchase of the Property (the "Closing") (the "Second Installment").

(c) The Parties acknowledge and agree that the Estimated Costs is merely an estimate and that the final actual costs of the Project may be more or less than the Estimated Costs. The amount to be paid by the Developer to City will be based on the actual final cost of construction of the Project. In the event the final actual costs for the Project are less than the Estimated Costs the City shall refund the Developer's prorated share of such overpayment of the Estimated Costs.

(e) Should the Closing not occur, the City shall remit to Developer any unspent funds.

3.2 Project Construction. Subject to events of Force Majeure, City agrees to cause the Commencement of Construction of the Project to occur on or before the receipt of the First Installment of \$45,000.00 from Developer, and subject to events of Force Majeure to cause Completion of Construction of the Project to occur on or before twelve (12) months after the receipt of the Second Installment of \$222,450.00 from Developer. City shall cause the necessary permits and approvals to be obtained for the Project and to contract with such parties as may be necessary to cause the Commencement and Completion of the Project.

3.3 Books and Records. Developer shall have the right to review City's records regarding the Project during City's normal business hours and upon reasonable notice.

3.4 Final Project Reconciliation. Not later than ninety (90) days following Completion of Construction of the Project and payment of all final amounts related to the costs for the Project, City will provide a final accounting to Developer of all amounts spent for the Project.

Article IV
Miscellaneous

4.1 Assignment. This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party.

4.2 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter if sent by United States Mail, postage prepaid, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

City of Sachse, Texas
Attn: William K. George
City Manager
3815-B Sachse Road
Sachse, Texas 75048

With a copy to:

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

With a copy to Engineer:

City of Sachse, Texas
Attn: City Engineer
3815-B Sachse Road
Sachse, Texas 75048

If intended for Developer, to:

Western Rim Property Services, Inc.
Attn: Matthew J. Hiles
Executive Vice President
2505 N. State Highway 360, Suite 800
Grand Prairie, Texas 75050

4.3 Amendment. This Agreement may be amended by the mutual written agreement of both Parties.

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

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

4.6 Entire Agreement. This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

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

4.8 Exhibits. The exhibits to this Agreement are incorporated herein.

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

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

4.11 Consents. Whenever the consent or the approval of a Party is required herein, such Party shall not unreasonably withhold, delay or deny such consent or approval.

4.12 Good Faith Negotiation; Dispute Mediation. Whenever a dispute or disagreement arises under the terms of this Agreement the Parties agree to enter into good faith negotiations to resolve such disputes. If the matter continues to remain unresolved, the Parties may refer the matter to outside mediation prior to engaging in litigation.

4.13 Recordation of Agreement. A copy of this Agreement shall be recorded in the Real Property Records of Dallas County, Texas.

4.14 Headings. The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereto.

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

4.16 Release of Covenants. City agrees that upon Completion of Construction of the Project and receipt of all amounts required to be paid by Developer for the Project, City will execute and file in the Real Property Records of Dallas County, Texas, a notice of termination and release of this Agreement and the covenants set forth herein

[Signature Page to Follow]

EXECUTED in duplicate originals this, the ____ day of _____, 2013.

CITY OF SACHSE, TEXAS

By: _____
William K. George, City Manager

ATTEST:

By: _____
Terry Smith, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED in duplicate originals this, the ____ day of _____, 2013.

WESTERN RIM PROPERTY SERVICES, INC.

By:  _____
Matthew J. Hiles, Executive Vice President

City Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on ____ day of _____, 2013, by William K. George, City Manager of the City of Sachse, Texas, a Texas home rule municipality, on behalf of said municipality.

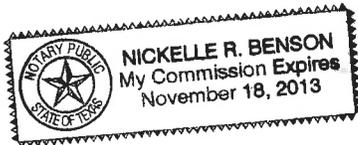
Notary Public, State of Texas

My Commission Expires: _____

Developer Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 10th day of April, 2013, by Matthew J. Hiles, Executive Vice President of Western Rim Property Services, Inc., a Nevada corporation, on behalf of said corporation.



Nickelle R. Benson

Notary Public, State of Texas

My Commission Expires: November 18, 2013

Exhibit "A"

Description of Real Property

LEGAL DESCRIPTION

BEING a tract of land situated in the H.J. Hardin Survey, Abstract No. 438 and the Richard Newman Survey, Abstract No. 660, City of Sachse, Collin County, Texas and being part of a tract of land described in Special Warranty Deed to Woodbridge Properties, L.L.C. recorded in Volume 5065, Page 4376, Land Records of Collin County, Texas and being part of a tract of land described in Special Warranty Deed to Woodbridge Properties, L.L.C., recorded in Volume 4771, Page 7, Land Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a brass monument found at the northeast corner of Lot 1, Block 1, D/FW East ASR Tower Site, an addition to the City of Sachse, Texas according to the plat recorded in Cabinet I, Slide 574, Map Records of Collin County, Texas;

THENCE with the north line of said Lot 1, South $89^{\circ}56'30''$ West, at a distance of 190.00 feet passing the northwest corner of said Lot 1, Block 1, continuing, in all a distance of 220.76 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for corner in the southeast right-of-way line of Cody Lane (a 60-foot wide right-of-way);

THENCE with said southeast right-of-way line, the following courses and distances:

North $10^{\circ}18'47''$ East, a distance of 30.12 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of $46^{\circ}58'50''$, a radius of 245.00 feet, a chord bearing and distance of North $33^{\circ}48'12''$ East, 195.31 feet;

In a northeasterly direction, with said curve to the right, an arc distance of 200.89 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the end of said curve;

North $57^{\circ}17'37''$ East, a distance of 331.10 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of $5^{\circ}00'00''$, a radius of 2030.00 feet, a chord bearing and distance of North $54^{\circ}47'37''$ East, 177.09 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 177.15 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the end of said curve;

North $52^{\circ}17'37''$ East, a distance of 314.13 feet to a 5/8" iron rod with plastic cap stamped "KHA" found at the westernmost corner of Lot 1, Block 1, Woodbridge Commons, Phase Two, an addition to the City of Sachse, Texas according to the plat recorded in Volume 2011, Page 332, Map Records of Collin County, Texas at the southernmost end of the southwesterly terminus of Canyon Crest Drive (a 60-foot wide right-of-way);

THENCE departing said southeast right-of-way line and with the southwest line of said Lot 1, Block 1, South $37^{\circ}42'23''$ East, a distance of 759.76 feet to a 5/8" iron rod with plastic cap stamped "KHA" found in the northwest right-of-way line of the Kansas City Railway Company Railroad (a 100-foot wide right-of-way), at the southernmost corner of said Lot 1, Block 1;

THENCE with said northwest right-of-way line, South $52^{\circ}18'44''$ West, a distance of 1094.86 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the easternmost corner of Lot 2, Block 1, Woodbridge Commons, Phase One, an addition to the City of Sachse, Texas according to the plat recorded in Volume 2011, Page 295, Map Records of Collin County, Texas;

THENCE with the northeast line of said Lot 2, Block 1, North $48^{\circ}34'18''$ West, a distance of 351.49 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the northeast corner of said Lot 2, Block 1;

THENCE North $88^{\circ}49'06''$ West, a distance of 69.69 feet to a 5/8" iron rod with plastic cap stamped "KHA" at the northwest corner of said Lot 2, Block 1 and at the southernmost corner of said Lot 1, Block 1, D/FW East ASR Tower Site;

THENCE with the east line of said Lot 1, Block 1, D/FW East ASR Tower Site, the following courses and distances:

North $29^{\circ}56'30''$ East, a distance of 60.45 feet to a 5/8" iron rod found for corner;

North $0^{\circ}03'30''$ West, a distance of 114.07 feet to a 5/8" iron rod found for corner;

North $89^{\circ}56'30''$ East, a distance of 140.00 feet to a 5/8" iron rod found for corner;

North $0^{\circ}03'30''$ West, a distance of 205.00 feet to the **POINT OF BEGINNING** and containing 18.712 acres or 815,085 square feet of land.

SURVEYORS CERTIFICATION:

To:

Exhibit “B”
Estimated Costs for Project

Opinion of Cost for Quiet Zones in Sachse

CITY OF SACHSE, TEXAS

Summary By: WL

Checked By:

Date:

11/30/2012

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION / UNIT PRICE	UNIT PRICE	TOTAL AMOUNT
1	3	LS	Mobization		
			DOLLARS		
			CENTS	\$5,000.00	\$15,000.00
2	1,100	SY	8" Concrete		
			DOLLARS		
			CENTS	\$45.00	\$49,500.00
3	2,200	LF	6" Concrete Curb		
			DOLLARS		
			CENTS	\$5.00	\$11,000.00
4	1,100	SY	8" Lime Treated Subgrade		
			DOLLARS		
			CENTS	\$10.00	\$11,000.00
5	1,100	SY	Demolition of existing paving		
			DOLLARS		
			CENTS	\$30.00	\$33,000.00
6	6	LS	Stripping and Signage		
			DOLLARS		
			CENTS	\$1,000.00	\$6,000.00
7	65	SY	Median Brick Pavers		
			DOLLARS		
			CENTS	\$80.00	\$5,200.00
8	3	EA	Relocation of Railroad Pole		
			DOLLARS		
			CENTS	\$10,000.00	\$30,000.00
9	84	LF	Railroad Crossing		
			DOLLARS		
			CENTS	\$1,000.00	\$84,000.00
			per Each		
10	1	LS	Railroad Insurance and Flag-man		
			DOLLARS		
			CENTS	\$20,000.00	\$20,000.00
			per Lump Sum		
11	28	TON	Lime Slurry		
			DOLLARS		
			CENTS	\$150.00	\$4,200.00
			per Linear Feet		
12	3	LS	Traffic Control		
			DOLLARS		
			CENTS	\$5,000.00	\$15,000.00
13	3	LS	Right of Entry		
			DOLLARS		
			CENTS	\$10,000.00	\$30,000.00
14	1	LS	Quiz Zone Consulting		
			DOLLARS		
			CENTS	\$23,000.00	\$23,000.00
15	1	LS	Engineering		
			DOLLARS		
			CENTS	\$65,000.00	\$65,000.00
16	1	LS	Geotechnical Evaluation		
			DOLLARS		
			CENTS	\$25,000.00	\$25,000.00
17	3	LS	Material Testing		
			DOLLARS		
			CENTS	\$6,000.00	\$18,000.00
18	1	LS	Contingency (20%)		
			DOLLARS		
			CENTS	\$90,000.00	\$90,000.00
					\$534,900.00

* Opion of Cost excludes changes or improvements to KCS rail crossing.

* Opion of Cost excludes changes or improvements to drainage and utilites.

* Opion of Cost excludes paving improvements to 5th Street, Ranch Road and Woodbridge Parkway.

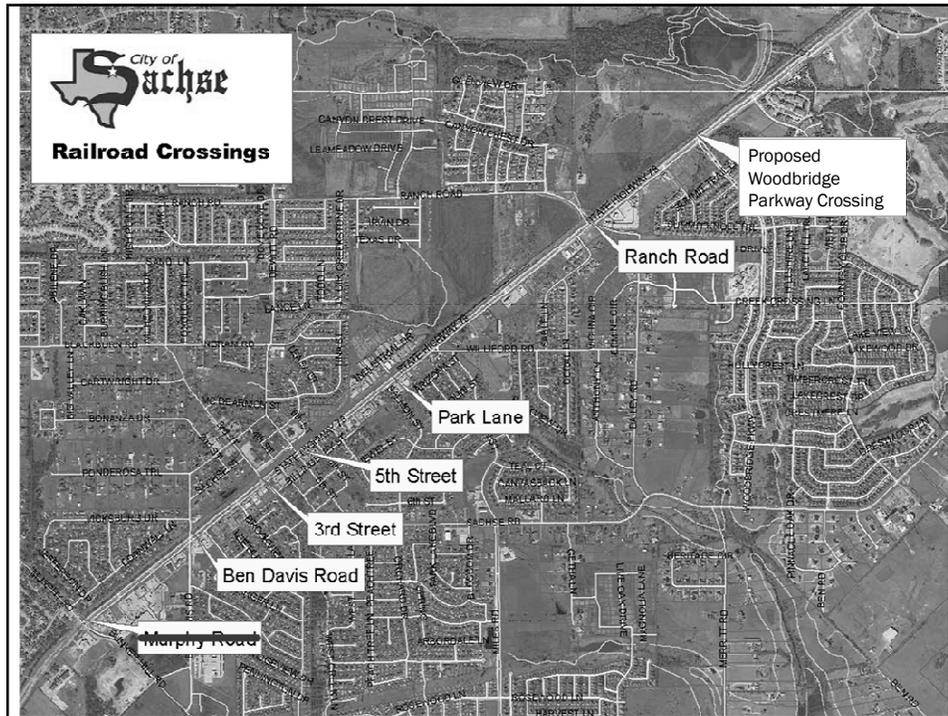
RAILROAD QUIET AGREEMENT

APRIL 15, 2013

SACHSE CITY COUNCIL

RAILROAD QUIET ZONES

- × A Railroad quiet zone may be established:
 - + Where the length is at least ½ mile
 - + All crossings are included as a corridor
 - + All public crossings include:
 - × Gates
 - × Flashing Lights
 - × Constant Warning Time Circuitry
 - × Power-Out Indicators



SACHSE QUIET ZONE STATUS

× Quiet Zone Budget:	<u>\$ 534,900.00</u>
× Western Rim Funding:	\$ 267,450.00
× Sachse EDC Pending (approx.):	\$ 133,725.00
× Remaining Funding:	\$ 133,725.00

RAILROAD QUIET ZONES

- × Western Rim provides \$45,000 within 30 days.
- × Western Rim provides remaining funds within 30 days after closing on property.
- × EDC Agreement City Council approval pending.
- × Sachse Transportation Bond funds pay be used.
- × Project complete 12 months after receipt of final Western Rim payment.

RAILROAD QUIET ZONES

- × Staff Recommends Approval.



Legislation Details (With Text)

File #: 13-1490 **Version:** 1 **Name:** Consider 2013 CPI Adjustment to Municipal Telecommunications Right-of-Way Access Line Rates

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

File created: 4/8/2013 **In control:** City Council

On agenda: 4/15/2013 **Final action:**

Title: Discuss and consider the 2013 maximum access line rate increase of 1.06% pursuant to Chapter 283 of the Local Government Code.

Executive Summary

Access line rates will be revised annually in March depending on whether the CPI changes for the previous year. No action is necessary. State law provides for an annual increase in accordance with the CPI.

Sponsors:

Indexes:

Code sections:

Attachments: [MUNICIPAL TELECOMMUNICATIONS RIGHT-OF-WAY ACCESS RATES.pdf](#)
[Public Utility Commission Letter.pdf](#)

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

Title

Discuss and consider the 2013 maximum access line rate increase of 1.06% pursuant to Chapter 283 of the Local Government Code.

Executive Summary

Access line rates will be revised annually in March depending on whether the CPI changes for the previous year. No action is necessary. State law provides for an annual increase in accordance with the CPI.

Background

Chapter 283 of the Local Government Code allows for an annual adjustment to the Telecommunications Right-of-Way Access Line Rates, based on the change to the CPI in the previous calendar year. Since 2008, the CPI increases have been added to the City's line access rates by the following percentages: 2008 to 2009--1.92%, 2009 to 2010--1.89%, 2010 to 2011--1.10%, 2011 to 2012--1.92%, 2012 to 2013(proposed)--1.06%. During the same period, the City's revenues from Telecommunications Right-of-Way fees have declined, from \$46,214 in 2009 to an estimated \$43,892.02 for 2013. This is due to the declining number of traditional land-line telephone accounts.

Policy Considerations

The CPI adjustment will take effect unless the City Council declines it. The Public Utility

Commission does not require City Council authorization, nor is it required by City Charter.

Budgetary Considerations

For FY2013, \$47,435 was budgeted for Municipal Telecommunications Right-of-Way Fee revenue; Year-to-Date receipts are \$21,946.01, which represents approximately half of the year's anticipated revenue; annualized at this rate, we would forecast total receipts for FY2013 of \$43,892.02, a shortage of \$3543.98. Based on recent years' trends, we should expect to reduce the budgeted revenue for FY2014, regardless of the decision on the rate.

Staff Recommendations

Staff recommends the City Council take no action.

City of Sachse

City Council Presentation

April 15, 2013

MUNICIPAL TELECOMMUNICATIONS RIGHT-OF-WAY ACCESS RATES

BACKGROUND

- Chapter 283 of the Local Government Code allows annual CPI adjustment
- No action required to allow increase to take effect
- Increase has taken place each year since 2009
- Council review will give direction for future years

RATE HISTORY

	2008	2009	2010	2011	2012	2013
Residential	.66	.67	.68	.69	.70	.71
Commercial	1.56	1.59	1.62	1.64	1.67	1.69
Point-to-Point	3.47	3.54	3.61	3.65	3.72	3.76
Increase		1.92%	1.89%	1.10%	1.92%	1.06%

REVENUE HISTORY

- 2009 \$46,214
- 2010 \$45,567
- 2011 \$44,348
- 2012 \$43,465
- 2013 \$43,892 (estimated)

CONCLUSION

- Revenue has declined as rates have increased
- Fee is per line, not tied to change in line rate
- Anticipated budget shortfall \$3543
- Expect revenues to continue to decline due to fewer “land lines”

Public Utility Commission of Texas

1701 N. Congress Ave., PO Box 13326, Austin, TX 78711-3326

2013 CONSUMER PRICE INDEX (CPI) ADJUSTMENT TO MUNICIPAL TELECOMMUNICATIONS RIGHT-OF-WAY ACCESS LINE RATES

March 15, 2013

PURPOSE

This letter is to notify you that your city's 2013 maximum access line rates have increased by 1.06% due to inflation, as measured by the CPI. This adjustment has been made pursuant to Chapter 283 of the Local Government Code (House Bill 1777)

DEFAULT RATES FOR 2013: INCREASE

Based on the choices made by your city in April 2012, your city's 2013 rate will either be adjusted for inflation, or will remain the same as your 2012 rate. According to our records, when similar CPI adjustments were made in April 2012, your city chose the MAXIMUM allowable CPI-adjusted rates. Therefore, your 2013 rates will reflect an increase of 1.06% from your 2012 rates. You have the option to decline this increase in rates by taking the action explained below.

ACTION BY CITY: TO REFUSE THE INCREASE

(1) You do not have to respond to accept the increased access line rates. (2) Respond ONLY if you want to DECLINE the increase in access line rates. (3) To decline, notify the PUC using page 2 of this letter no later than April 30, 2013. (4) The PUC does not require City council authorization; however, if your city charter requires it, please do so immediately. (5) Verify your contact information and highlight any changes. (6) Make a copy of this document.

WHAT HAPPENS IF A CITY DOES NOT RESPOND BY APRIL 30, 2013?

If a city does not respond by April 30, 2013, the rates for your city will increase from 2012 levels. The next opportunity to adjust your rates will be September 1, 2013.

WHAT HAPPENS NEXT?

The PUC will notify telephone companies of your desired rates and you will be compensated accordingly no later than July 1, 2013.

FUTURE REVISIONS TO CPI

The access line rates will be revised annually in March depending on whether the CPI changes for the previous year. If the CPI changes for the year 2013, you will receive a similar letter in March 2014.

See over...

CITY OF SACHSE

SECTION 1: Your 2012 city preferred rates are as follows:

Residential _____ \$0.70 **Non-Residential** _____ \$1.67 **Point-to-Point** _____ \$3.72

SECTION 2: Your default rates for 2013 are as follows. Note: These are higher than the 2012 rates due to the CPI inflation adjustment.

Residential _____ \$0.71 **Non-Residential** _____ \$1.69 **Point-to-Point** _____ \$3.76

To decline your default increase in rates, notify the PUC by completing the section below. You can mail or fax this page to the PUC. To accept rates in Section 2, no action is required.

I _____, Title _____, am an authorized representative for the City/Town/Village of _____. The City declines to accept the default rates indicated in Section 2 above. Instead, we choose the following rates: Residential _____ ; Non-Residential _____; Point-to-Point _____.

Date: _____ Signature: _____

Other Comments:

HOW TO RESPOND

Mail: Stephen Mendoza
Public Utility Commission
P.O. Box 13326
Austin, Texas 78711-3326

INQUIRIES

Inquiries only. NOT for sending your response.
HB1777@puc.texas.gov
Phone No: 512-936-7394

OR FAX TO Stephen Mendoza at: 512-936-7428

CITY CONTACT INFORMATION

Please notify us if the contact information we have on file for your city has changed. Thank you.

Phone No. 1 (469) 429-4760-4772
Phone No. 2 (972) 495-1212
Fax No: (972) 495-9356
Email: irainev@cityofsachse.com

Address

~~JERI RAINEY CITY MANAGER~~
or current city official responsible for right-of-way issues
CITY OF SACHSE
3815 B SACHSE ROAD
SACHSE TX 75048



Legislation Details (With Text)

File #: 13-1495 **Version:** 1 **Name:** CD - PIRKEY VET ECON DEVT EXEC SESS
Type: Agenda Item **Status:** Agenda Ready
File created: 4/10/2013 **In control:** City Council
On agenda: 4/15/2013 **Final action:**

Title: The City Council shall convene into Executive Session pursuant to the TEXAS GOVERNMENT CODE, § 551.087 (Economic Development Negotiations) to deliberate on economic development incentives and financial prospects for property located at the intersection of State Highway 78 and Ranch Road on the northwest side of State Highway 78 and the north side of Ranch Road.

Consider any action necessary as a result of executive session.

Executive Summary
Closed Executive Session as provided by State Law.

Sponsors:

Indexes:

Code sections:

Attachments:

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

Title

The City Council shall convene into Executive Session pursuant to the TEXAS GOVERNMENT CODE, § 551.087 (Economic Development Negotiations) to deliberate on economic development incentives and financial prospects for property located at the intersection of State Highway 78 and Ranch Road on the northwest side of State Highway 78 and the north side of Ranch Road.

Consider any action necessary as a result of executive session.

Executive Summary
Closed Executive Session as provided by State Law.

Background

This agenda item is provided for the City Council to meet in executive session to deliberate the offer of a financial incentive to a business prospect, in accordance with Texas Government Code.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Conduct executive session and take any action appropriate.



Legislation Details (With Text)

File #: 13-1485 **Version:** 1 **Name:** Security Executive Session
Type: Agenda Item **Status:** Agenda Ready
File created: 4/4/2013 **In control:** City Council
On agenda: 4/15/2013 **Final action:**

Title: The City Council shall convene into Executive Session pursuant to the TEXAS GOVERNMENT CODE, Section § 551.076 to deliberate regarding security devices: discussion of deployment and implementation of security personnel and devices.

Consider any action necessary as a result of executive session.

Executive Summary
Closed Executive Session as provided by State Law.

Sponsors:

Indexes:

Code sections:

Attachments:

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

Title

The City Council shall convene into Executive Session pursuant to the TEXAS GOVERNMENT CODE, Section § 551.076 to deliberate regarding security devices: discussion of deployment and implementation of security personnel and devices.

Consider any action necessary as a result of executive session.

Executive Summary
Closed Executive Session as provided by State Law.

Background

This agenda item is provided for the City Council to meet in executive session to deliberate security matters, in accordance with Texas Government Code.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Conduct executive session and take any action appropriate.



Legislation Details (With Text)

File #: 13-1496 **Version:** 1 **Name:** 2013 City Manger 6 month review
Type: Agenda Item **Status:** Agenda Ready
File created: 4/11/2013 **In control:** City Council
On agenda: 4/15/2013 **Final action:**

Title: Conduct Executive Session pursuant to the provisions of the Texas Government Code Section 551.074:
To conduct a semi-annual evaluation of the City Manager.
Consider any action necessary as a result of Executive Session regarding the semi-annual evaluation of the City Manager.
Executive Summary
A closed session, as provided by state law, for the City Manager's semi-annual evaluation.

Sponsors:
Indexes:
Code sections:
Attachments:

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

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

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

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

Background
The City Council evaluates the City Manger periodically.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations

Council conduct executive session as appropriate.