



# Sachse, Texas

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

## Meeting Agenda

### City Council

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Monday, May 6, 2013

7:30 PM

Council Chambers

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

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

[13-1503](#) Consider approval of the minutes of the April 15, 2013, regular meeting.

#### *Executive Summary*

*Minutes from the recent Council meeting.*

**Attachments:** [Council\\_Minutes.04.15.13.pdf](#)

[13-1509](#) Consider receiving the Monthly Revenue and Expenditure Report for the period ending March 31, 2013.

#### *Executive Summary*

*The Finance Department will prepare a report each month to update the City Council regarding revenues and expenditures of the City. The attached report is for the month ended March 31, 2013.*

**Attachments:** [3-31-2013 GF Budget Report.pdf](#)  
[3-31-2013 UG Budget Report.pdf](#)  
[3-31-2013 DS Budget Report.pdf](#)  
[EDC 3-31-2013 Budget Report.pdf](#)

[13-1510](#)

Consider acceptance of the Quarterly Budget and Investment Reports for the quarter ended March 31, 2013.

*Executive Summary*

*Cash on hand at 3/31/2013 was \$27,818,062 in all funds; of this amount \$22,818,062 was available for investing. The remaining \$5,000,000 is held in a non-interest bearing analysis account per contract with American National Bank. The average interest/yield on all investments was .28%, and investment earnings totaled \$18,516.*

*General Fund revenues are at 83% of budget and expenditures are at 51% as of 3/31/2013. Utility Fund revenues are at 43% of budget and expenditures are at 47%. The year-to-date budget status for both funds is typical for this point in the fiscal year.*

**Attachments:** [2nd Quarter 2013 Budget Report.pdf](#)  
[2nd Quarter 2013 Investment Report.pdf](#)

[13-1493](#)

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 Freese and Nichols, Inc.; authorizing its execution by the City Manager, and providing for an effective date.

*Executive Summary*

This contract will allow the engineering consultant, Freese and Nichols, Incorporated, to begin preliminary engineering for the gravity sanitary sewer system and force main sanitary sewer system to be constructed along the North Right-of-way of the President George Bush Toll Road.

**Attachments:** [51Sachse RESO approving Freese and Nichols Agreement for Professional Ser  
Consultant Contract - Freese - Force Main Preliminary Design PDF](#)

[13-1499](#)

Consider a resolution of the City Council of the City of Sachse, Texas, approving the Sachse Public Library Circulation Policy.

*Executive Summary*

*The Library Manager is recommending approval of the amended resolution 3392 supporting the amended circulation policy. The*

*amendment will modify the policy to allow citizens to renew DVD's one time similar to other items in the Library.*

**Attachments:** [Microsoft Word - 51SACHSE Resolution and policy pdf](#)

[51SACHSE Resolution Approving Library Circulation amended Policy041913pd](#)

[13-1500](#)

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 SRF Consulting Group, Inc.; authorizing its execution by the City Manager, and providing for an effective date.

*Executive Summary*

*This contract will allow the planning consultant, SRF Consulting Group, Inc., to begin planning services related to the implementation of a Quiet Zone along the Kansas City Southern Railroad in the City of Sachse.*

**Attachments:** [51Sachse RESO approving SRF Consulting Group Agreement for Professional Contract - SRF - Quiet Zones - 5-2-13 PDF](#)

[13-1512](#)

Consider the application of Woodbridge Properties, LLC for approval of a Preliminary Plat for Mansions at Sachse Addition, being a single 18.71-acre lot, generally located on the northwest side of SH78/KCRC Railroad, approximately 200 feet north of Ranch Road.

*Executive Summary*

*The applicant is requesting to plat an approximately 18.71-acre tract into a single individual lot for use as a multifamily development.*

**Attachments:** [CD - MANSIONS PP CC - EXHIBIT A.pdf](#)

[CD - MANSIONS PP CC - ATTACHMENT 1.pdf](#)

[13-1513](#)

Consider the application of Mr. James Becker for approval of a Preliminary Plat for Barnyard Gate Daycare Addition, being a single 2.751-acre lot, generally located on the north side of Bunker Hill Road, approximately 625 feet south of State Highway 78.

*Executive Summary*

*The applicant is requesting to plat an approximately 2.751-acre tract into a single individual lot.*

**Attachments:** [CD - BARNYARD GATE PP CC - EXHIBIT A.pdf](#)

[CD - BARNYARD GATE PP CC - ATTACHMENT 1.pdf](#)

[CD - BARNYARD GATE PP CC - ATTACHMENT 2.pdf](#)

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

[13-1504](#) Recognition of Bill Alexander's service to the City.

*Executive Summary*

*Bill Alexander has resigned his seat on the Planning & Zoning Commission and this item is to recognize his service to the City.*

**Attachments:** [B. Alexander Certificate. Appreciation.pdf](#)

[13-1515](#) Recognize employees for their service to the City of Sachse.

*Executive Summary*

*Each quarter the City Council recognizes the Employee of the Quarter and employees with 5, 10, 15, 20, and 25 year service anniversaries.*

[13-1529](#) Staff Briefing: Engineering Department Update

*Executive Summary*

City Engineer will update the Sachse City Council on the status of the Engineering Department.

**Attachments:** [Engineering Department Update Final 5-2-13 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.**

[13-1481](#) Consider a request for installation of one speed hump on Creek Crossing Drive, between Hickory Estates Drive and Royal Oak Estates Court in accordance with the City of Sachse Speed Hump Policy.

*Executive Summary*

*The residents along a certain segment of Creek Crossing Drive have submitted the necessary petition to request the installation of one speed hump on Creek Crossing Drive between Hickory Estates Drive and Royal Oak Estates Court. The applicant has submitted the necessary paperwork, petition and is prepared to*

*submit one-half of the cost of the speed hump installation in accordance with the City of Sachse Speed Hump Policy and is requesting City Council approval.*

**Attachments:** [Speed Hump Policy](#)

[Creek Crossing Citizen Petition PDF](#)

[Creek Crossing Speed Hump Policy Analysis PDF](#)

[Cost Estimate PDF](#)

[CREEK CROSSING PRESENTATION FINAL PDF](#)

[13-1491](#)

The City Council shall convene into Executive Session pursuant to the TEXAS GOVERNMENT CODE, Section § 551.087 (Economic Development) to deliberate on economic development incentives and financial prospects for a property located Northwest of Heritage Park Drive and Hudson Drive.

Consider any action necessary as a result of executive session.

*Executive Summary*

*Closed Executive Session as provided by State Law.*

## 5. ADJOURNMENT.

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

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

State law prohibits the introduction or discussion of any item of business not posted at least seventy-two (72) hours prior to the meeting time. Therefore, during Citizen Input for example, the Council is prohibited by state law to deliberate or take action on any issues introduced by the public other than to take them under advisement. Posted: May 3, 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 #:** 13-1503      **Version:** 1      **Name:** Consider approval of the minutes of the April 15, 2013, regular meeting.

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

**File created:** 4/17/2013      **In control:** City Council

**On agenda:** 5/6/2013      **Final action:**

**Title:** Consider approval of the minutes of the April 15, 2013, regular meeting.

Executive Summary  
Minutes from the recent Council meeting.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Council.Minutes.04.15.13.pdf](#)

Date	Ver.	Action By	Action	Result
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### Title

Consider approval of the minutes of the April 15, 2013, regular meeting.

### *Executive Summary*

*Minutes from the recent Council meeting.*

### Background

Minutes form the most recent Council meeting on April 15, 2013, for review and approval.

### Policy Considerations

Not applicable.

### Budgetary Considerations

Not applicable.

### Staff Recommendations

Approval of the minutes of the April 15, 2013, regular meeting, as a Consent Agenda Item.

**REGULAR MEETING**  
**OF THE**  
**CITY COUNCIL OF THE CITY OF SACHSE**

**APRIL 15, 2013**

The City Council of the City of Sachse held a Regular Meeting on Monday, April 15, 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 except Councilwoman McMillan.

Staff present: City Manager Billy George, City Secretary Terry Smith, Project Coordinator 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 Mayor Pro Tem Patterson and the pledges were led by Councilman Adams.

**1. Consent Agenda:**

Councilman Timm moved to approve the Consent Agenda consisting of Items 13-1489 Consider approval of the minutes of the April 1, 2013, regular Meeting; 13-1494 Consider the acceptance of the resignation of Bill Alexander from the Planning and Zoning Commission; 13-1464 Resolution No. 3468 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; 13-1463 Resolution No. 3469 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; and 13-1492 Resolution No. 3470 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. The motion was seconded by Councilman Ronnau and passed unanimously.

**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.

Councilman Timm noted the City had 5 representatives at last Friday's Chamber of Commerce Men Who Cook dinner: Mayor Mike Felix, City Manager Billy George, Councilman-elect Cullen King, Councilman-elect Jeff Bickerstaff and himself. It was a successful event. City Manager George received the best cake award.

Mayor Pro Tem Patterson stated the Great American Cleanup on Saturday was a success. More groups were involved this year and lots of trash was collected. He thanked the Parks Department and all the volunteers that participated.

Mayor Pro Tem Patterson stated the National Day of Prayer will be held at Heritage Park on May 2nd at 6:00 p.m.

Mayor Felix stated that on April 27<sup>th</sup> from 10:00 a.m. until 2:00 p.m. at City Hall will be the Police Department's Drug Take Back Program. He also stated to watch for the Mad Hatter Library event in early May.

**3. Citizen Input:**

No comments were made.

**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:**

Following discussion, Councilman Timm made a motion to approve Resolution No. 3471 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. The motion was seconded by Mayor Pro Tem Patterson and passed unanimously.

**13-1490 Discuss and consider the 2013 maximum access line rate increase of 1.06% pursuant to Chapter 283 of the Local Government Code (Telecommunications fee) :**

Following further discussion, Mayor Pro Tem Patterson made a motion to authorize the City Manager to decline the telecommunications right-of-way access lines rates increase of 1.06% for 2013 based on the change to the Consumer Price Index in the previous calendar year. The motion was seconded by Councilman Franks and failed by the following vote:

Voting Yes: Felix, Patterson, Franks

Voting No: Ronnau, Adams, Timm

**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.**

Mayor Felix stated staff discussed this item with the City Attorney and additional information is needed on this item and as a result no action is being taken.

**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.**

**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 Manage**

Mayor Pro Tem Patterson moved to adjourn to Executive Session at 8:31 p.m. The motion was seconded by Councilman Timm and passed unanimously.

Mayor Pro Tem Patterson moved to return to Open Session at 9:40 p.m. The motion was seconded by Councilman Timm and passed unanimously.

**13-1485 Consider any action necessary as a result of executive session.**

Mayor Felix stated no action was necessary as a result of Executive Session.

**13-1496 Consider any action necessary as a result of executive session.**

Mayor Felix stated no action was necessary as a result of Executive Session.

**5. Adjournment:**

There being no further business, Mayor Pro Tem Patterson made a motion to adjourn. The motion was seconded by Councilman Ronnau and carried unanimously. The meeting adjourned at 9:42 p.m.

ATTEST:

APPROVED:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR



Legislation Details (With Text)

<b>File #:</b>	13-1509	<b>Version:</b>	1	<b>Name:</b>	Monthly Revenue and Expenditure Report March 31, 2013
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	4/25/2013	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	5/6/2013	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider receiving the Monthly Revenue and Expenditure Report for the period ending March 31, 2013.				
	Executive Summary The Finance Department will prepare a report each month to update the City Council regarding revenues and expenditures of the City. The attached report is for the month ended March 31, 2013.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">3-31-2013 GF Budget Report.pdf</a> <a href="#">3-31-2013 UG Budget Report.pdf</a> <a href="#">3-31-2013 DS Budget Report.pdf</a> <a href="#">EDC 3-31-2013 Budget Report.pdf</a>				

Date	Ver.	Action By	Action	Result
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Title

Consider receiving the Monthly Revenue and Expenditure Report for the period ending March 31, 2013.

Executive Summary

*The Finance Department will prepare a report each month to update the City Council regarding revenues and expenditures of the City. The attached report is for the month ended March 31, 2013.*

Background

Included in the report are unaudited summaries for the General Fund, the Utility Fund, the Sachse Economic Development Corporation, and the Debt Service Fund for the period ending March 31, 2013.

Policy Considerations

City Charter requires that the City Manager submit a report covering revenues and expenditures monthly.

Budgetary Considerations

N/A

### Staff Recommendations

Staff recommends that the City Council receive the Monthly Revenue and Expenditure Report for the period ending March 31, 2013 as a Consent Agenda item.

**City of Sachse**  
 Monthly Revenue and Expenditure Report  
 March 31, 2013  
 (Unaudited)

**GENERAL FUND**

50% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 50%
<b>Revenue Summary</b>					
Property Tax	\$ 7,036,517	\$ 66,856	\$ 6,887,954	97.89%	
Sales Tax	833,553	51,117	440,949	52.90%	<b>A</b>
Franchise Fees	1,444,403	206,739	784,023	54.28%	
Licenses and Permits	323,775	12,682	175,344	54.16%	
Service Fees	434,450	63,830	540,491	124.41%	<b>B</b>
Fines	330,000	41,918	177,878	53.90%	
Interest Income	5,000	1,943	4,076	81.52%	<b>C</b>
Miscellaneous Income	143,097	21,963	75,632	52.85%	
Intergovernmental Revenue	960,271	79,988	479,928	49.98%	
<b>Total Revenue</b>	<b>\$ 11,511,066</b>	<b>\$ 547,035</b>	<b>\$ 9,566,275</b>	<b>83.11%</b>	
<b>Expenditure Summary</b>					
City Manager	\$ 294,468	\$ 32,073	\$ 157,407	53.45%	
City Secretary	153,366	15,561	72,134	47.03%	
Human Resources	248,104	31,156	110,443	44.51%	
Finance	478,268	28,319	247,743	51.80%	
Municipal Court	166,610	18,125	76,074	45.66%	
Parks & Recreation	737,643	66,189	351,807	47.69%	
Senior Programs	104,312	10,460	52,471	50.30%	
Library Services	291,436	27,172	147,626	50.65%	
Community Development	603,315	61,235	305,498	50.64%	
Streets & Drainage	1,138,483	249,454	584,946	51.38%	
Facility Maintenance	325,081	24,331	134,944	41.51%	
Police	3,170,903	298,426	1,711,517	53.98%	
Animal Control	137,201	13,426	71,779	52.32%	
Fire/EMS	2,209,598	204,300	1,096,538	49.63%	
Combined Services	1,176,674	84,505	657,529	55.88%	
City Engineer	274,155	29,544	100,268	36.57%	
<b>Total Expenditures</b>	<b>\$ 11,509,617</b>	<b>\$ 1,194,276</b>	<b>\$ 5,878,723</b>	<b>51.08%</b>	
<b>Total Revenue Over/Under Expenses</b>	<b>\$ 1,449</b>	<b>\$ (647,241)</b>	<b>\$ 3,687,552</b>		

**Explanation of Major Variances:**

- A** Sales tax collections in the current year are at 52.9% compared to 49.5% in the previous year.
- B** Developer Fees for the current period are significantly higher than the same time period last year.
- C** Investment expense for second quarter activity has not posted as of report date.

**City of Sachse**  
**Monthly Revenue and Expenditure Report**  
**March 31, 2013**  
(Unaudited)

**UTILITY FUND**

50% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 50%
<b>Revenue Summary</b>					
Water Revenue	\$ 4,062,949	\$ 221,608	\$ 1,618,911	39.85%	<b>A</b>
Sewer Revenue	2,974,582	233,845	1,384,663	46.55%	<b>B</b>
Fees	150,900	13,243	93,612	62.04%	<b>C</b>
Impact Fees	120,000	16	33,939	28.28%	
Interest Income	3,500	457	2,162	61.78%	<b>D</b>
Miscellaneous Income	1,200	-	95	7.92%	
<b>Total Revenue</b>	<b>\$ 7,313,131</b>	<b>\$ 469,169</b>	<b>\$ 3,133,383</b>	<b>42.85%</b>	
<b>Expenditure Summary</b>					
Utility Administration	\$ 250,758	\$ 16,527	\$ 117,237	46.75%	
Water Operations	3,823,654	310,908	1,868,910	48.88%	
Sewer Operations	2,934,366	245,077	1,281,565	43.67%	
Meter Reading	121,994	9,234	73,252	60.05%	
<b>Total Expenditures</b>	<b>\$ 7,130,772</b>	<b>\$ 581,746</b>	<b>\$ 3,340,964</b>	<b>46.85%</b>	
<b>Total Revenue Over/Under Expenses</b>	<b>\$ 182,359</b>	<b>\$ (112,576)</b>	<b>\$ (207,581)</b>		

**Explanation of Major Variances:**

- A** YTD Water Revenue is 5% higher than same time in prior year.
- B** YTD Sewer Revenue is 6.7% lower than same time in prior year.
- C** Miscellaneous Billing Fees are 5% higher than same time in prior year.
- D** Investment expense for second quarter activity has not posted as of report date.

Monthly Revenue and Expenditure Report  
 March 31, 2013  
 (Unaudited)

**Debt Service Fund**

50% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 50%
<b>Revenue Summary</b>					
Property Tax	\$ 2,492,137	\$ 23,243	\$ 2,420,920	97.14%	
Interest Income	500	345	1,272	254.37%	<b>A</b>
<b>Total Revenue</b>	<b>\$ 2,492,637</b>	<b>\$ 23,589</b>	<b>\$ 2,422,192</b>	<b>97.17%</b>	
<b>Expenditure Summary</b>					
Fees	\$ 1,000	\$ -	\$ 823	82.33%	
Principal	1,035,000		1,035,000	100.00%	<b>C</b>
Interest	1,830,446		922,871	50.42%	<b>D</b>
<b>Total Expenditures</b>	<b>\$ 2,866,446</b>	<b>\$ -</b>	<b>\$ 1,958,694</b>	<b>68.33%</b>	
<b>Total Revenue Over/Under Expenses</b>	<b>\$ (373,809)</b>	<b>\$ 23,589</b>	<b>\$ 463,498</b>		

**Notes: Explanation of Major Variances**

- A** Investment expense for second quarter activity has not posted as of report date.
- C** Annual principal payments were posted in February
- D** Debt interest is paid biannually.

**City of Sachse**  
 Monthly Revenue and Expenditure Report  
 March 31, 2013  
 (Unaudited)

**SACHSE ECONOMIC DEVELOPMENT CORPORATION**

50% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 50%
<b>Revenue Summary</b>					
Sales Tax	\$ 410,273	\$ 28,762	\$ 216,721	52.82%	
Interest Income	7,500	3,204	5,479	73.05%	<b>A</b>
<b>Total Revenue</b>	<b>\$ 417,773</b>	<b>\$ 31,966</b>	<b>\$ 222,200</b>	<b>53.19%</b>	
<b>Expenditure Summary</b>					
Expenditures	485,866	27,561	113,867	23.44%	<b>B</b>
<b>Total Expenditures</b>	<b>\$ 485,866</b>	<b>\$ 27,561</b>	<b>\$ 113,867</b>	<b>23.44%</b>	
<b>Total Revenue Over/Under Expenses</b>	<b>\$ (68,093)</b>	<b>\$ 4,405</b>	<b>\$ 108,334</b>		

**Explanation of Major Variances:**

- A** Investment expense for second quarter activity has not posted as of report date.
- B** Expenditures for FY12-13 as of March 31 are at 23.44% compared to 25.77% for same time period in prior year.



Legislation Details (With Text)

<b>File #:</b>	13-1510	<b>Version:</b>	1	<b>Name:</b>	2nd Quarter Budget and Investment Report
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	4/25/2013	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	5/6/2013	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider acceptance of the Quarterly Budget and Investment Reports for the quarter ended March 31, 2013.				

Executive Summary

Cash on hand at 3/31/2013 was \$27,818,062 in all funds; of this amount \$22,818,062 was available for investing. The remaining \$5,000,000 is held in a non-interest bearing analysis account per contract with American National Bank. The average interest/yield on all investments was .28%, and investment earnings totaled \$18,516.

General Fund revenues are at 83% of budget and expenditures are at 51% as of 3/31/2013. Utility Fund revenues are at 43% of budget and expenditures are at 47%. The year-to-date budget status for both funds is typical for this point in the fiscal year.

Sponsors:

Indexes:

Code sections:

- Attachments:** [2nd Quarter 2013 Budget Report.pdf](#)  
[2nd Quarter 2013 Investment Report.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

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Executive Summary

*Cash on hand at 3/31/2013 was \$27,818,062 in all funds; of this amount \$22,818,062 was available for investing. The remaining \$5,000,000 is held in a non-interest bearing analysis account per contract with American National Bank. The average interest/yield on all investments was .28%, and investment earnings totaled \$18,516.*

*General Fund revenues are at 83% of budget and expenditures are at 51% as of 3/31/2013. Utility Fund revenues are at 43% of budget and expenditures are at 47%. The year-to-date budget status for both funds is typical for this point in the fiscal year.*

Background

Every quarter, the Finance Department releases a report on the City's finances. The report is divided into two sections: Budget and Investments. The Budget section generally includes revenues and expenditures for the General, Utility, Debt Service, and Special Revenue Funds, as well as a summary of Capital Project expenditures. The Investment Report

provides investment activity details for the Money Market, Investment Pool, and Certificate of Deposit accounts.

It is the strategy of the City to maintain a high percentage of idle funds invested in safe, secure and liquid investment securities and pooled investment types in accordance with the Public Funds Investment Act (PFIA) and City policy.

#### Policy Considerations

The PFIA requires that the Investment Officers prepare and submit quarterly a written report of investment transactions for all funds covered by the Investment Policy.

#### Budgetary Considerations

There are no significant aberrations in the budget that would require budget amendments at this time.

#### Staff Recommendations

Staff recommends acceptance of the Quarterly Budget and Investment Reports for the quarter ending March 31, 2013 as a Consent Agenda item.



## Finance Department

**TO:** BILLY GEORGE, CITY MANAGER  
**FROM:** SARA WORD, ACCOUNTANT  
**SUBJ:** QUARTERLY BUDGET REPORT FOR 2<sup>ND</sup> QUARTER ENDING MARCH 31, 2013  
**DATE:** APRIL 23, 2013  
**CC:** MAYOR AND CITY COUNCIL

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Attached is the 2<sup>nd</sup> Quarter Budget Report for the 2012-2013 fiscal year. The fiscal year for the City of Sachse is October 1<sup>st</sup> through September 30<sup>th</sup>. Six months, or 50% of the fiscal year was completed as of the end March 2013.

Overall, the City received \$6.1 million for the 2<sup>nd</sup> quarter and cumulatively received \$15.1 million for the fiscal year, representing 70% of budgeted revenues.

CITY-WIDE REVENUES			
<i>Fund</i>	<i>Budget</i>	<i>YTD</i>	<i>% Collected</i>
<b>General Fund</b>	\$ 11,511,066	\$ 9,562,724	83.07%
<b>Utility Fund</b>	7,313,131	3,133,383	42.85%
<b>Debt Service</b>	2,492,637	2,445,435	98.11%
<b>Special Revenue</b>	111,980	40,768	36.41%
<b>Total</b>	\$ 21,428,814	\$ 15,182,310	70.85%

Expenditures totaled \$6.5 million for the 2<sup>nd</sup> quarter and cumulatively totaled \$11.1 million for the fiscal year, representing 51% of budgeted expenditures.

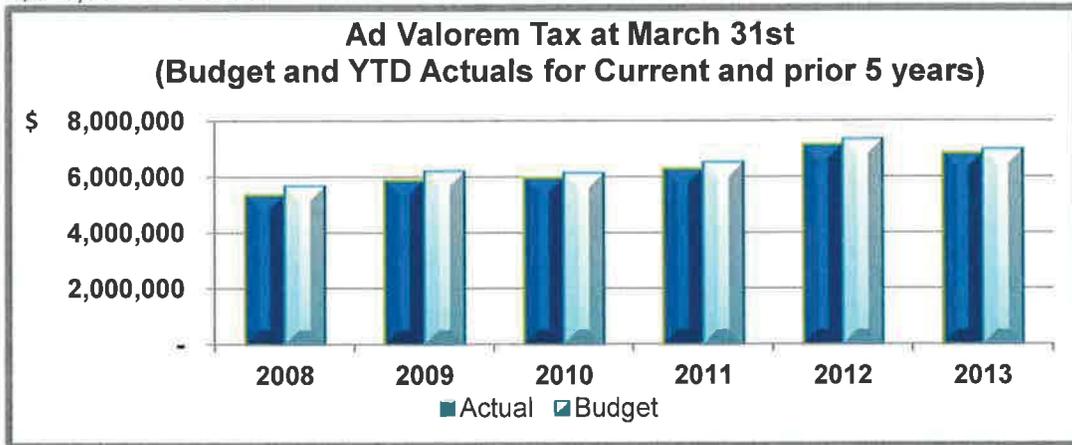
CITY-WIDE EXPENDITURES			
<i>Fund</i>	<i>Budget</i>	<i>YTD</i>	<i>% Expended</i>
<b>General Fund</b>	\$ 11,509,617	\$ 5,878,723	51.08%
<b>Utility Fund</b>	7,130,772	3,340,964	46.85%
<b>Debt Service</b>	2,866,446	1,958,694	68.33%
<b>Special Revenue</b>	43,406	8,209	18.91%
<b>Total</b>	\$ 21,550,241	\$ 11,186,589	51.91%

The Capital Project Fund year-to-date revenues are \$263,000 and expenditures are \$703,000, not expressed as a percentage of budget.

### Revenue

- Through March, total General Fund revenues are at \$9,562,724 or 83% of expected collections. Total revenues increased \$1,111,847 from the same period last fiscal year.
- Sales tax revenues through March are at 52% of expected collections, an increase of \$26,690 over prior year.
- Franchise fees are at \$784,023, or 54% of budget, a \$244,618 increase over prior year.

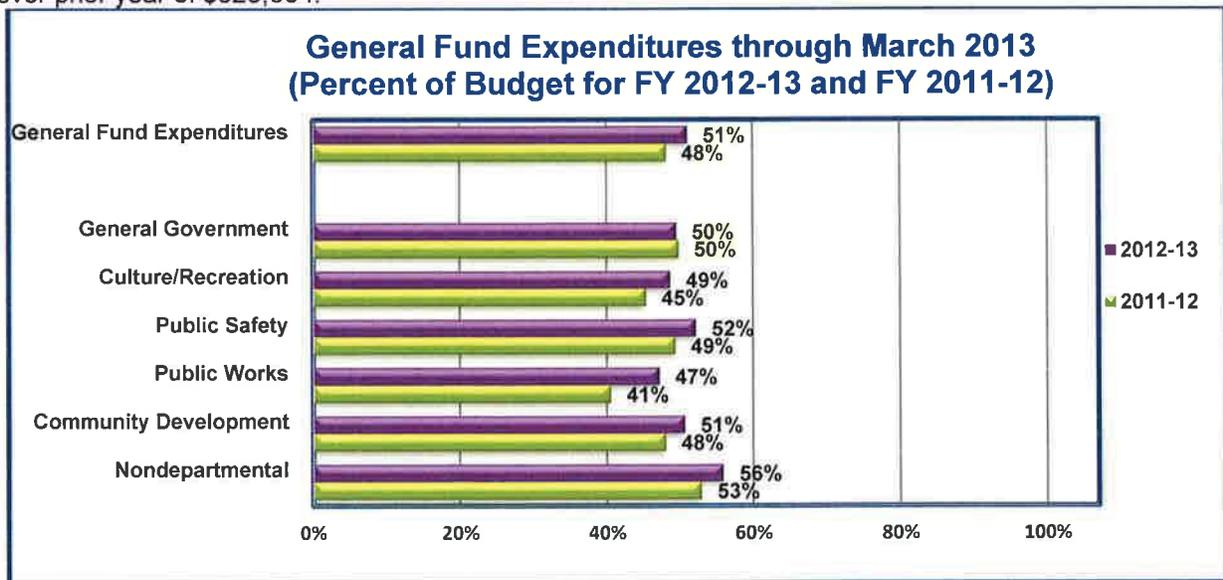
- Current General Fund ad valorem tax revenues are 98% collected at \$6,854,766, reflecting a 1% increase in budgeted revenues through the same period last year. Due to a shift in the tax rate allocation from the General Fund to the Debt Service Fund, this is a decrease from prior year of \$313,987 in revenue.



- Through March, collections for Licenses & Permits have increased \$33,260 over prior year and are at 55% of budget. The primary increase from prior year was due to an overall rise in building permits issued this Fiscal Year. The City has issued 56 Single Family residential permits since October 1<sup>st</sup>.
- Charges for services, year-to-date, have already surpassed budgeted expectations for the FY by \$97,970, due largely to an increase in developer fees.
- Court fine revenues finished March over budgeted projections, at \$177,878 or 53% of anticipated collections.
- Through March, Utility Fund revenues total \$3,133,383 or 42% of budget, which is typical for this point in the year.

**Expenditures**

Through March, total General Fund expenditures are at \$5,878,723 or 51% expended. This is an increase over prior year of \$623,864.



Utility Fund expenditures through March are at 46% of budget at \$3,340,964.

# 2<sup>nd</sup> Quarter Budget Report (Unaudited) As of March 31, 2013

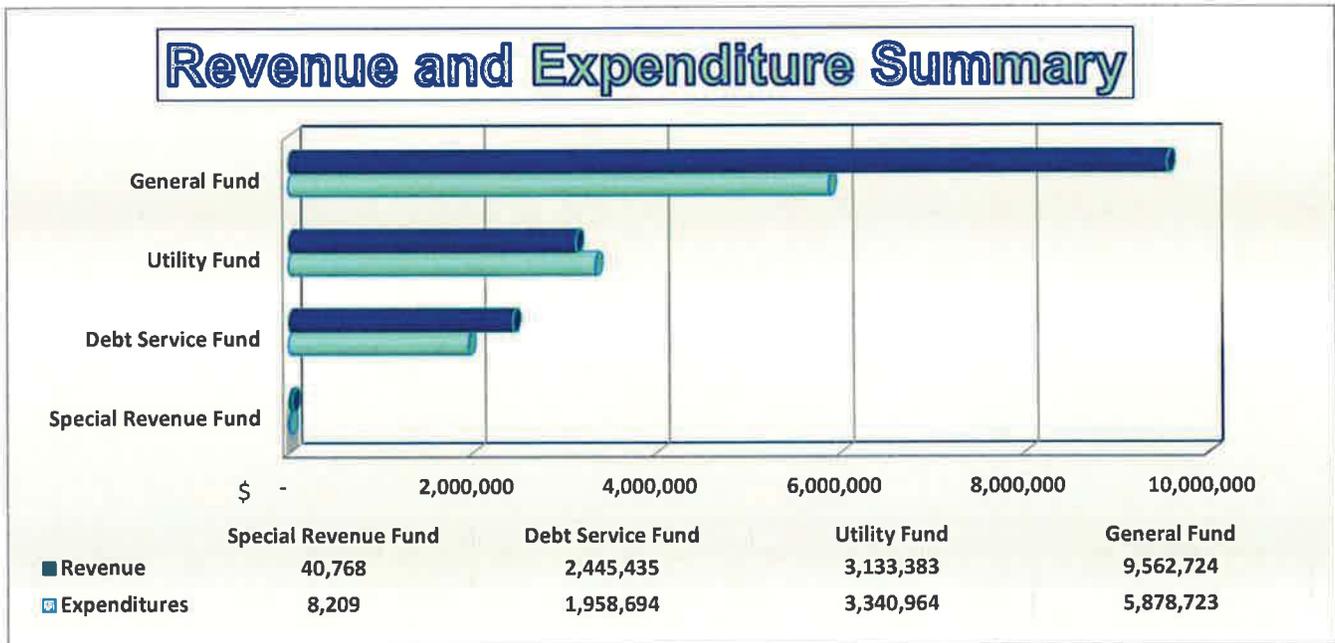


**The City of Sachse Finance Department is dedicated to excellence in local government, comprehensive fiscal management, compliance and reporting.**

**The Quarterly Budget Report complies with the City Charter's quarterly financial reporting requirement and is aimed at providing our users (internal and external), with a general awareness of the City's financial position.**

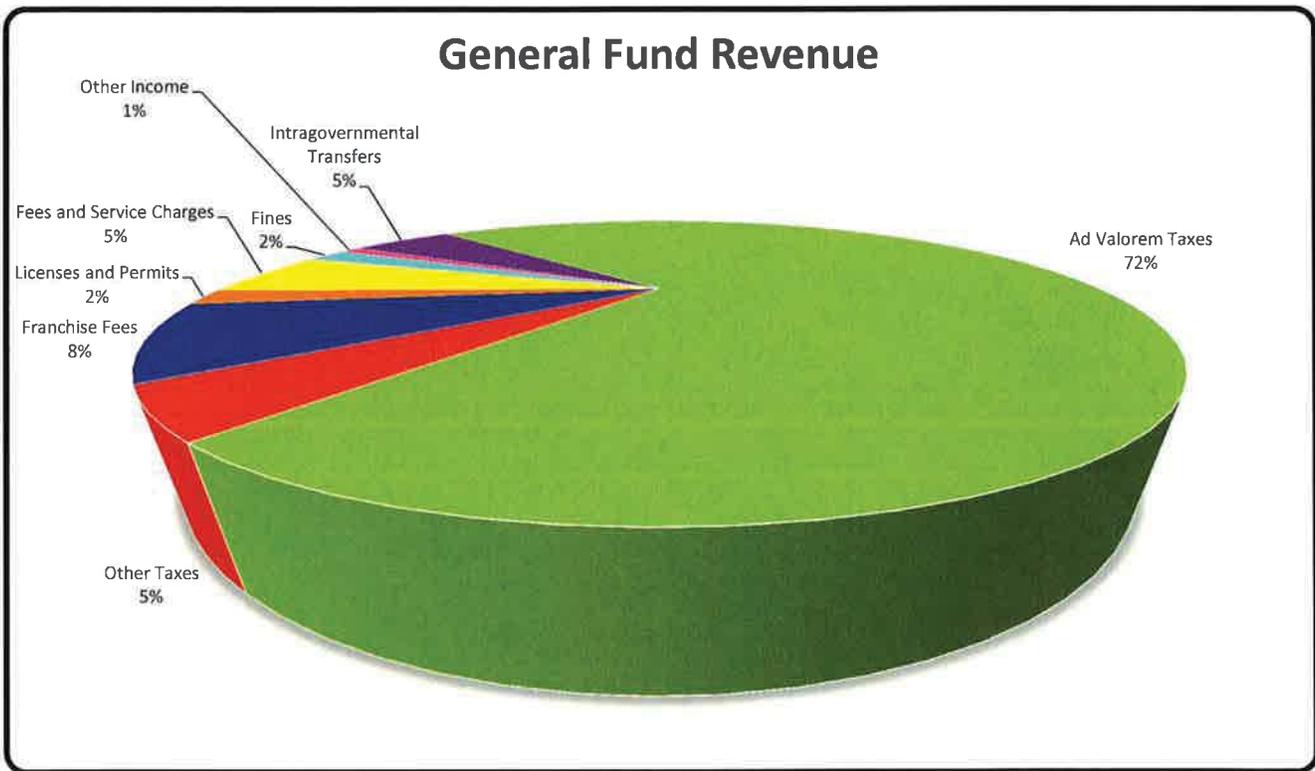
**CITY OF SACHSE  
REVENUE AND EXPENDITURE SUMMARY  
AND CHANGES IN FUND BALANCE RESERVES  
QUARTER ENDED 3/31/2013 - 50% OF YEAR COMPLETE (UNAUDITED)**

	General Fund	Utility Fund	Debt Service Fund	Special Revenue Fund	Total
<b>Revenues</b>					
Budget	\$ 11,511,066	\$ 7,313,131	\$ 2,492,637	\$ 111,980	\$ 21,428,814
YTD Actual	9,562,724	3,133,383	2,445,435	40,768	15,182,310
Budget Remaining	\$ 1,948,342	\$ 4,179,748	\$ 47,202	\$ 71,212	\$ 6,246,504
% of Budget	83.07%	42.85%	98.11%	36.41%	70.85%
<b>Expenditures</b>					
Budget	\$ 11,509,617	\$ 7,130,772	\$ 2,866,446	\$ 43,406	\$ 21,550,241
YTD Actual	5,878,723	3,340,964	1,958,694	8,209	11,186,589
Budget Remaining	\$ 5,630,894	\$ 3,789,808	\$ 907,752	\$ 35,197	\$ 10,363,652
% of Budget	51.08%	46.85%	68.33%	18.91%	51.91%
Net Over/under	\$ 3,684,001	\$ (207,581)	\$ 486,741	\$ 32,560	\$ 3,995,721



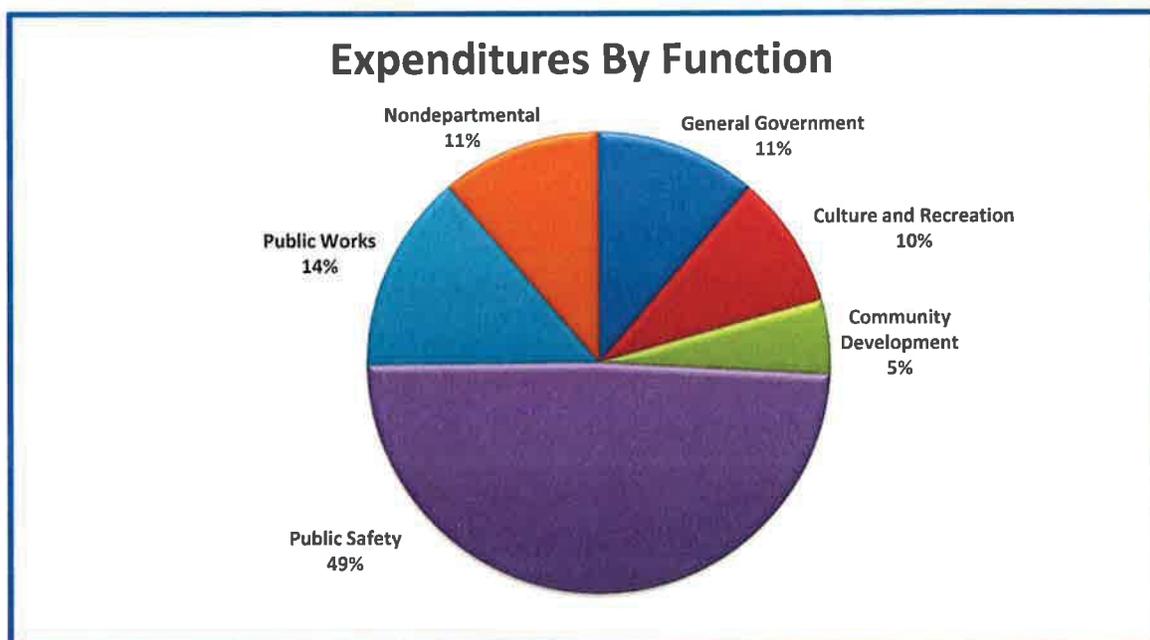
**CITY OF SACHSE  
GENERAL FUND REVENUES  
QUARTER ENDED 3/31/2013 - 50% OF YEAR COMPLETE (UNAUDITED)**

	<b>FY 2012 BUDGET</b>	<b>FY 2012 YEAR- TO-DATE</b>	<b>FY 2013 BUDGET</b>	<b>FY 2013 YEAR- TO-DATE</b>	<b>BUDGET REMAINING</b>	<b>% OF BUDGET</b>
Ad Valorem Taxes	\$ 7,424,670	\$ 7,218,974	\$ 7,036,517	\$ 6,887,954	\$ 148,563	97.89%
Other Taxes	828,394	410,056	833,553	440,949	392,604	52.90%
Franchise Fees	1,463,163	539,405	1,444,403	784,023	660,380	54.28%
Licenses and Permits	324,400	146,604	323,775	179,864	143,911	55.55%
Fees and Service Charges	436,850	192,028	434,450	532,420	(97,970)	122.55%
Fines	250,000	182,816	330,000	177,878	152,122	53.90%
Other Income	183,672	63,455	148,097	79,708	68,389	53.82%
Intragovernmental Transfers	145,317	(302,460)	960,271	479,928	480,343	49.98%
<b>TOTAL REVENUES</b>	<b>\$ 11,056,466</b>	<b>\$ 8,450,877</b>	<b>\$ 11,511,066</b>	<b>\$ 9,562,724</b>	<b>\$ 1,948,342</b>	<b>83.07%</b>



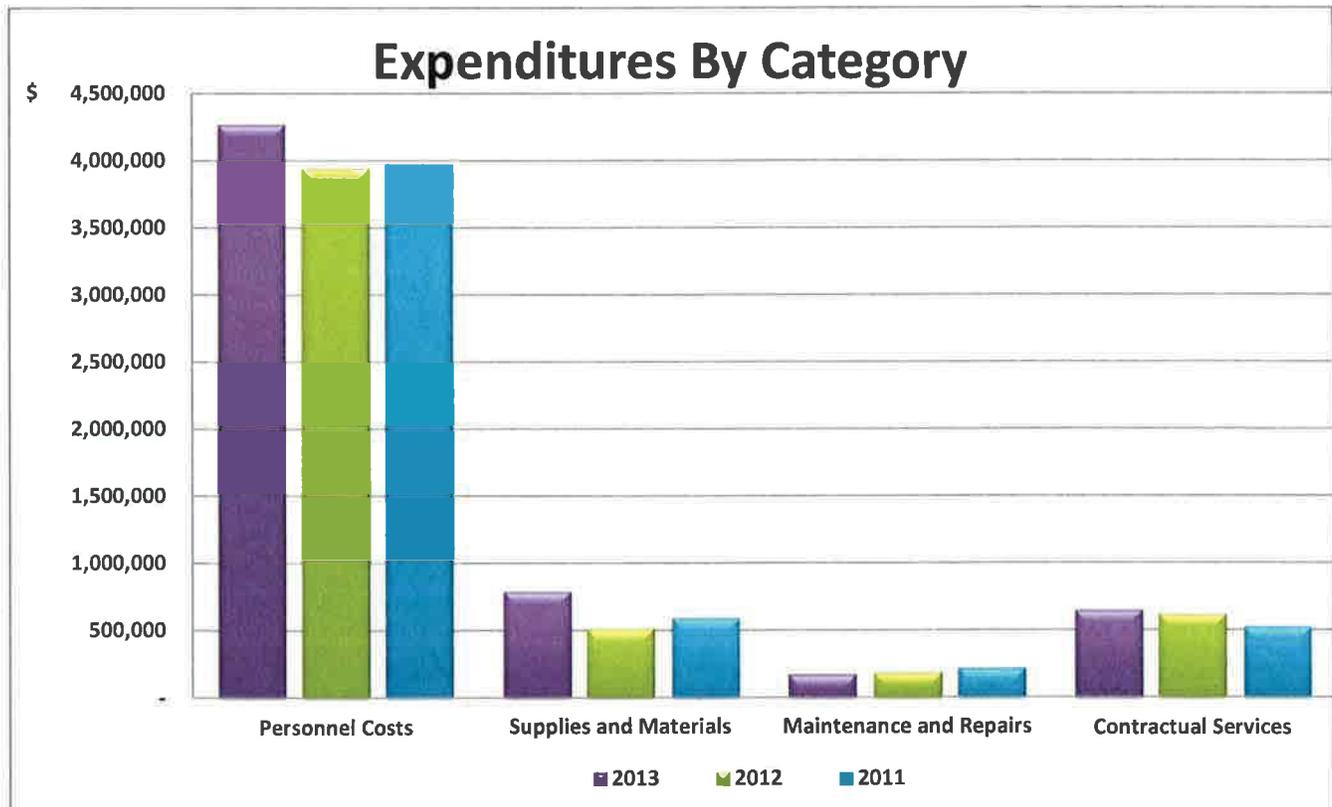
**CITY OF SACHSE  
GENERAL FUND EXPENDITURES  
QUARTER ENDED 3/31/2013 - 50% OF YEAR COMPLETE (UNAUDITED)**

	<b>FY 2012 BUDGET</b>	<b>FY 2012 YEAR- TO-DATE</b>	<b>FY 2013 BUDGET</b>	<b>FY 2013 YEAR- TO-DATE</b>	<b>BUDGET REMAINING</b>	<b>% OF BUDGET</b>
<b>General Government</b>						
City Manager	\$ 315,743	\$ 158,566	\$ 294,468	\$ 157,407	\$ 137,061	53.45%
City Secretary	147,833	79,339	153,366	72,134	81,232	47.03%
Human Resources	244,145	105,933	248,104	110,443	137,661	44.51%
Finance	478,648	250,736	478,268	247,743	230,525	51.80%
Municipal Court	161,989	77,026	166,610	76,074	90,536	45.66%
	<u>1,348,358</u>	<u>671,599</u>	<u>1,340,816</u>	<u>663,801</u>	<u>677,015</u>	<u>49.51%</u>
<b>Culture and Recreation</b>						
Parks and Recreation	724,257	324,587	737,643	351,807	385,836	47.69%
Senior Citizen Programs	102,018	51,249	104,312	52,471	51,841	50.30%
Library Services	281,048	126,414	291,436	147,626	143,810	50.65%
	<u>1,107,323</u>	<u>502,250</u>	<u>1,133,391</u>	<u>551,903</u>	<u>581,488</u>	<u>48.69%</u>
<b>Public Safety</b>						
Police	2,982,277	1,489,867	3,170,903	1,711,517	1,459,386	53.98%
Animal Control	131,902	64,219	137,201	71,779	65,422	52.32%
Fire and Ambulance	2,098,024	1,018,933	2,209,598	1,096,538	1,113,060	49.63%
	<u>5,212,203</u>	<u>2,573,019</u>	<u>5,517,702</u>	<u>2,879,834</u>	<u>2,637,868</u>	<u>52.19%</u>
<b>Public Works</b>						
Streets and Drainage	914,809	391,269	1,138,483	584,946	529,537	51.38%
Facility Maintenance	297,906	131,095	325,081	134,944	190,137	41.51%
City Engineer	253,075	71,383	274,155	100,268	173,887	36.57%
	<u>1,465,790</u>	<u>593,747</u>	<u>1,737,719</u>	<u>820,159</u>	<u>893,560</u>	<u>47.20%</u>
<b>Community Development</b>						
Nondepartmental	593,853	284,995	603,315	305,498	297,817	50.64%
	<u>1,190,102</u>	<u>629,248</u>	<u>1,176,674</u>	<u>657,529</u>	<u>519,145</u>	<u>55.88%</u>
<b>TOTAL EXPENDITURES</b>	<b><u>\$ 10,917,629</u></b>	<b><u>\$ 5,254,859</u></b>	<b><u>\$ 11,509,617</u></b>	<b><u>\$ 5,878,723</u></b>	<b><u>\$ 5,606,894</u></b>	<b><u>51.08%</u></b>



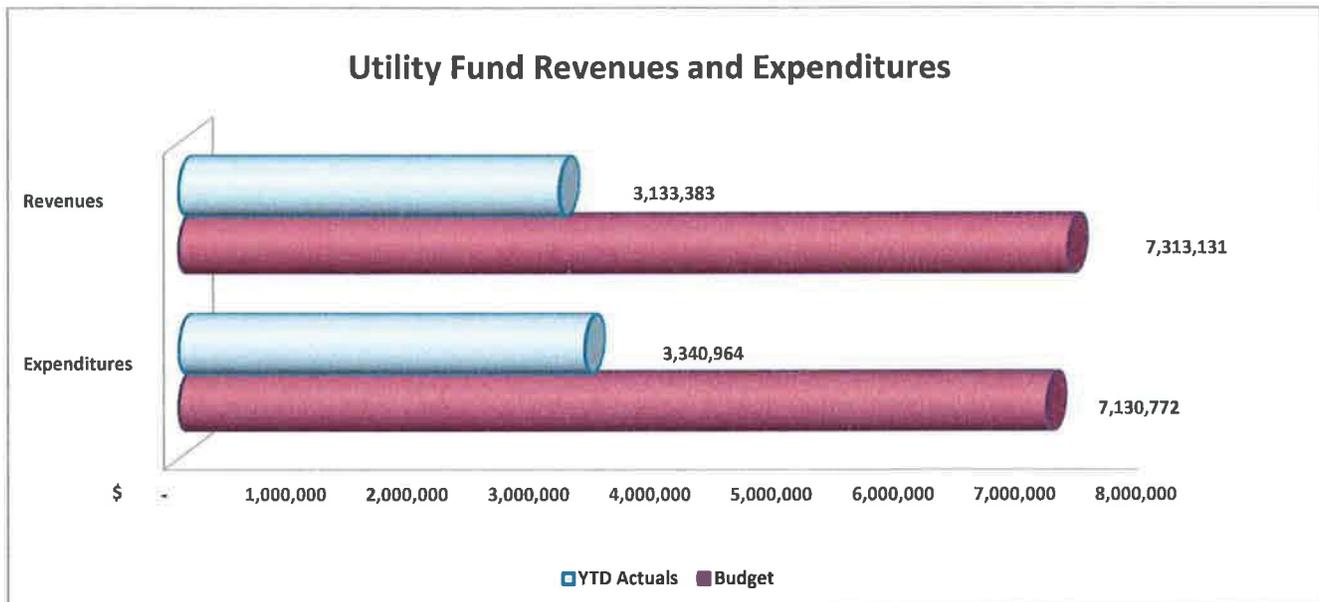
**CITY OF SACHSE**  
**GENERAL FUND EXPENDITURES BY CATEGORY**  
**QUARTER ENDED MARCH 31st - 50% OF YEAR COMPLETE (UNAUDITED)**

	<b>FISCAL YEAR</b>	<b>BUDGET</b>	<b>YEAR-TO-DATE</b>	<b>BUDGET REMAINING</b>	<b>% OF BUDGET</b>
<b>Personnel Costs</b>	2013	\$ 8,404,026	\$ 4,270,004	\$ 4,134,022	50.81%
	2012	8,182,588	3,941,254	4,241,334	48.17%
	2011	8,289,789	3,971,197	4,318,592	47.90%
<b>Supplies and Materials</b>	2013	1,542,027	789,323	752,704	51.19%
	2012	1,149,507	513,283	636,224	44.65%
	2011	1,280,287	590,665	689,622	46.14%
<b>Maintenance and Repairs</b>	2013	450,247	172,722	277,525	38.36%
	2012	441,704	183,914	257,790	41.64%
	2011	383,070	218,398	164,672	57.01%
<b>Contractual Services</b>	2013	1,113,317	646,674	466,643	58.09%
	2012	1,151,439	616,407	535,032	53.53%
	2011	1,013,814	524,136	489,678	51.70%
<b>TOTAL EXPENDITURES</b>	2013	11,509,617	5,878,723	5,630,894	51.08%
	2012	10,925,238	5,254,859	5,670,380	48.10%
	2011	\$ 10,966,960	\$ 5,304,396	\$ 5,662,564	48.37%



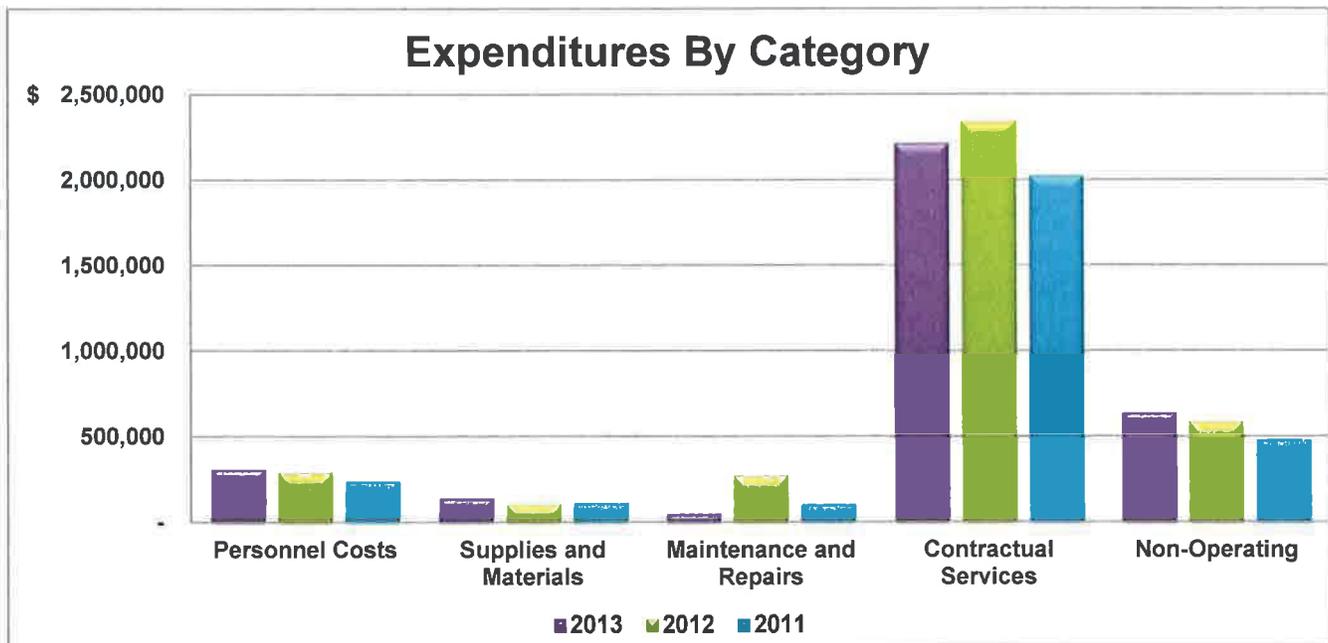
**CITY OF SACHSE  
UTILITY FUND SUMMARY  
QUARTER ENDED 3/31/2013 - 50% OF YEAR COMPLETE (UNAUDITED)**

	<b>FY 2012 BUDGET</b>	<b>FY 2012 YEAR- TO-DATE</b>	<b>FY 2013 BUDGET</b>	<b>FY 2013 YEAR- TO-DATE</b>	<b>BUDGET REMAINING</b>	<b>% OF BUDGET</b>
<b>REVENUES</b>						
Water Revenue	\$ 4,059,425	\$ 1,417,074	\$ 4,034,949	\$ 1,608,495	\$ 2,426,454	39.86%
Sewer Revenue	2,734,753	1,454,915	2,974,482	1,384,663	1,589,819	46.55%
Fees and Service Charges	157,200	86,931	155,100	92,477	62,623	59.62%
Other Gov'ts & Sources	25,000	10,593	22,000	10,746	11,254	48.85%
Other Income	14,500	3,378	6,600	3,062	3,538	46.40%
Impact Fees	152,500	38,517	120,000	33,939	86,061	28.28%
<b>TOTAL REVENUES</b>	<b>\$ 7,143,378</b>	<b>\$ 3,011,407</b>	<b>\$ 7,313,131</b>	<b>\$ 3,133,383</b>	<b>\$ 4,179,748</b>	<b>42.85%</b>
<b>EXPENDITURES</b>						
Utility Administration	\$ 255,526	\$ 123,854	\$ 250,758	\$ 117,237	\$ 133,521	46.75%
Water Operations	3,703,858	1,965,395	3,823,654	1,868,910	1,954,744	48.88%
Sewer Operations	2,941,190	1,447,894	2,934,366	1,281,565	1,652,801	43.67%
Meter Reading	115,554	43,500	121,994	73,252	48,742	60.05%
<b>TOTAL EXPENDITURES</b>	<b>\$ 7,016,129</b>	<b>\$ 3,580,642</b>	<b>\$ 7,130,772</b>	<b>\$ 3,340,964</b>	<b>\$ 3,789,808</b>	<b>46.85%</b>



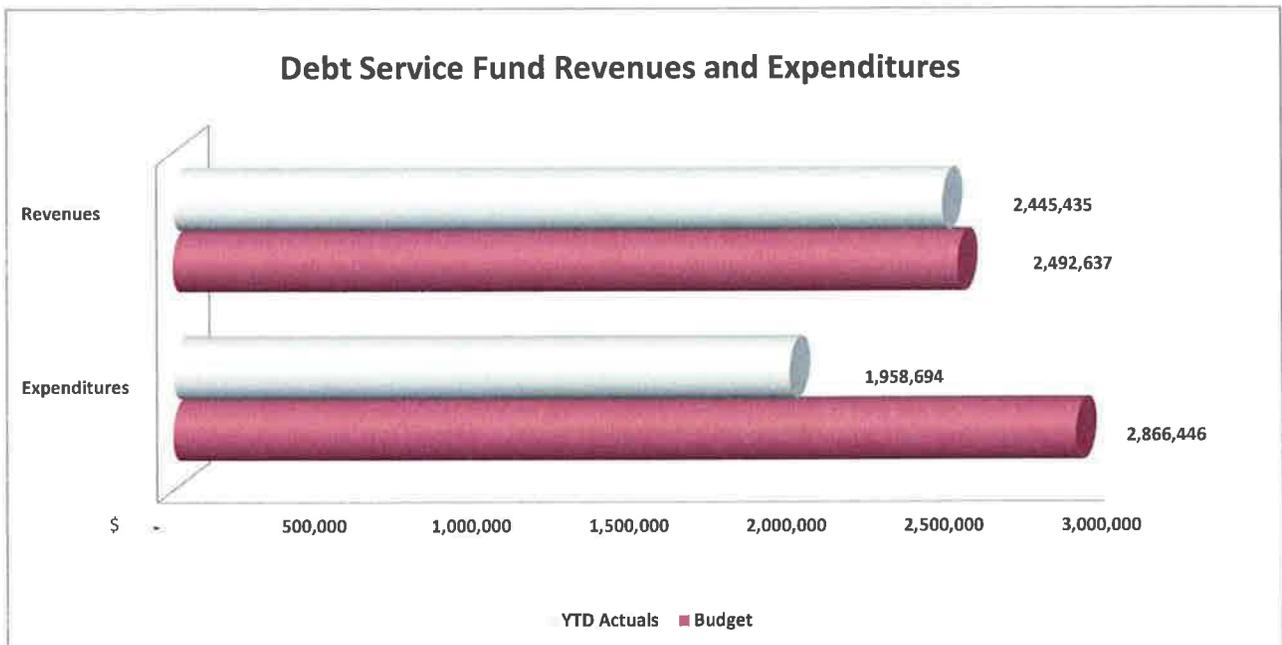
**CITY OF SACHSE  
UTILITY FUND EXPENDITURES BY CATEGORY  
QUARTER ENDED MARCH 31st - 50% OF YEAR COMPLETE (UNAUDITED)**

	<b>FISCAL YEAR</b>	<b>BUDGET</b>	<b>YEAR-TO-DATE</b>	<b>BUDGET REMAINING</b>	<b>% OF BUDGET</b>
<b>Personnel Costs</b>	2013	\$ 603,708	\$ 303,053	\$ 300,655	50.20%
	2012	591,778	286,913	304,865	48.48%
	2011	591,302	236,889	354,413	40.06%
<b>Supplies and Materials</b>	2013	295,907	137,242	158,665	46.38%
	2012	292,023	103,759	188,264	35.53%
	2011	295,924	110,934	184,990	37.49%
<b>Maintenance and Repairs</b>	2013	148,850	51,923	96,927	34.88%
	2012	213,750	267,741	(53,991)	125.26%
	2011	895,140	104,763	790,377	11.70%
<b>Contractual Services</b>	2013	4,995,092	2,215,084	2,780,008	44.35%
	2012	4,486,996	2,339,505	2,147,491	52.14%
	2011	3,747,709	2,024,934	1,722,775	54.03%
<b>Non-Operating</b>	2013	1,087,215	633,662	453,553	58.28%
	2012	1,431,582	582,725	848,857	40.70%
	2011	1,147,904	473,842	674,062	41.28%
<b>TOTAL EXPENDITURES</b>	2013	7,130,772	3,340,964	3,789,808	46.85%
	2012	7,016,129	3,580,642	3,435,487	51.03%
	2011	\$ 6,677,979	\$ 2,951,363	\$ 3,726,616	44.20%



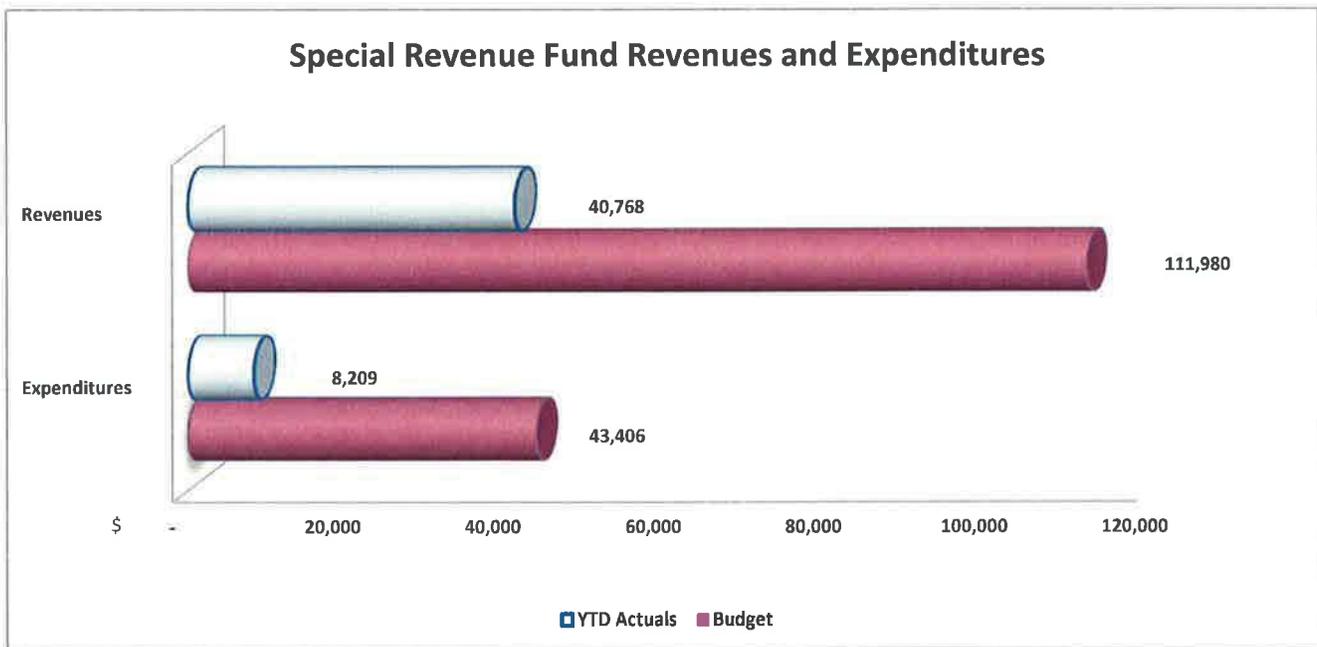
**CITY OF SACHSE  
DEBT SERVICE FUND SUMMARY  
QUARTER ENDED 3/31/2013 - 50% OF YEAR COMPLETE (UNAUDITED)**

	<b>FY 2012 BUDGET</b>	<b>FY 2012 YEAR- TO-DATE</b>	<b>FY 2013 BUDGET</b>	<b>FY 2013 YEAR- TO-DATE</b>	<b>BUDGET REMAINING</b>	<b>% OF BUDGET</b>
<b>REVENUES</b>						
Ad Valorem Taxes	\$ 2,115,209	\$ 2,073,581	\$ 2,492,137	\$ 2,444,163	\$ 47,974	98.07%
Other Income	500	1,076	500	1,272	(772)	254.37%
Intragovernmental Transfers	750,000	750,000	-	-	-	0.00%
<b>TOTAL REVENUES</b>	<b>\$ 2,865,709</b>	<b>\$ 2,824,657</b>	<b>\$ 2,492,637</b>	<b>\$ 2,445,435</b>	<b>\$ 47,202</b>	<b>98.11%</b>
<b>EXPENDITURES</b>						
Principal	\$ 2,006,006	\$ 945,000	\$ 1,035,000	\$ 1,035,000	\$ -	100.00%
Interest	800,555	938,691	1,830,446	922,871	907,575	50.42%
Agent Fees	3,500	823	1,000	823	177	82.33%
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,810,061</b>	<b>\$ 1,884,514</b>	<b>\$ 2,866,446</b>	<b>\$ 1,958,694</b>	<b>\$ 907,752</b>	<b>68.33%</b>



**CITY OF SACHSE  
SPECIAL REVENUE FUND SUMMARY  
QUARTER ENDED 3/31/2013 - 50% OF YEAR COMPLETE (UNAUDITED)**

	<u>FY 2012 BUDGET</u>	<u>FY 2012 YEAR- TO-DATE</u>	<u>FY 2013 BUDGET</u>	<u>FY 2013 YEAR- TO-DATE</u>	<u>BUDGET REMAINING</u>	<u>% OF BUDGET</u>
<b>REVENUES</b>						
Fees	\$ 102,700	\$ 38,359	\$ 109,200	\$ 33,790	\$ 75,410	30.94%
Other Income	4,060	1,390	2,780	3,653	(873)	131.42%
Grants and Donations	-	2,041	-	3,325	(3,325)	100.00%
<b>TOTAL REVENUES</b>	<b>\$ 106,760</b>	<b>\$ 41,790</b>	<b>\$ 111,980</b>	<b>\$ 40,768</b>	<b>\$ 71,212</b>	<b>36.41%</b>
<b>EXPENDITURES</b>						
City Manager	\$ -	\$ 10,693	\$ -	\$ -	\$ -	0.00%
Municipal Court	5,500	3,982	5,500	3,435	2,065	62.46%
Parks and Recreation	-	-	17,906	1,400	16,506	7.82%
Senior Citizen Programs	-	-	-	-	-	0.00%
Library Services	-	3,788	-	2,373	(2,373)	0.00%
Streets and Drainage	35,000	5,000	15,000	1,000	14,000	6.67%
Police	1,500	-	1,500	-	1,500	0.00%
Animal Control	-	-	-	-	-	0.00%
Fire and Ambulance	-	-	3,500	-	3,500	0.00%
Municipal Center	20,041	-	-	-	-	0.00%
<b>TOTAL EXPENDITURES</b>	<b>\$ 62,041</b>	<b>\$ 23,463</b>	<b>\$ 43,406</b>	<b>\$ 8,209</b>	<b>\$ 35,197</b>	<b>18.91%</b>



**CITY OF SACHSE  
CAPITAL PROJECT FUND SUMMARY\*  
QUARTER ENDED 3/31/2013 - 50% OF YEAR COMPLETE (UNAUDITED)**

	<u>PRIOR YEAR EXPENDITURES</u>	<u>FY 2013 YEAR- TO-DATE</u>	<u>PROJECT-TO-DATE</u>
<b>Capital Projects</b>			
Street CIP - Bunkerhill Road	\$ 8,891,575	\$ 257,614	\$ 9,149,188
Street CIP - Merritt Road (B	740,302	205,957	946,260
CIP Roads and Impact Fee Study	60,375	750	61,125
Holly Crest Pavement	4,320	123,618	127,938
Merritt Rd Realignment(RCC)	57,484	2,862	60,346
Haverhill Paving Improvements	29,800	3,000	32,800
Major Asphalt Repairs	-	-	-
Orchard Grove Wall-RCC	-	3,850	3,850
Brookhollow Drive (RCC)	35,889	4,883	40,772
CDBG PROJECTS	76,006	45,792	121,798
	<u>\$ 9,895,751</u>	<u>\$ 648,326</u>	<u>\$ 10,544,077</u>
<b>Municipal Campus</b>			
Municipal Campus Features	\$ 5,345,342	\$ 20,426	\$ 5,365,768
Sachse/Miles Signalization	165,588	35,056	200,644
	<u>\$ 5,510,930</u>	<u>\$ 55,482</u>	<u>\$ 5,566,412</u>
<b>TOTAL EXPENDITURES</b>	<u><u>\$ 15,406,680</u></u>	<u><u>\$ 703,808</u></u>	<u><u>\$ 16,110,488</u></u>

\*Includes projects funded by 2006 Bond, RCC, Roadway Impact Fees, and Community Development Block Grant.

# Memo

To: **Billy George, City Manager**  
 From: Teresa Savage, Finance Director *TS*  
 CC: Mayor and City Council  
 Date: April 25, 2013  
 Re: **Investment Report for period ending March 31, 2013**

Attached is the Quarterly Investment Report for the quarter ending March 31, 2013 of the fiscal year 2012-2013. This report complies with the requirements of the City's Investment Policy and the Public Funds Investment Act as amended. For the period ending March 31, 2013, the City's portfolio<sup>1</sup> consisted of the following investments:

Portfolio at Quarter Close:	Rate at 3/31/2013	% Total	Total Investment
Money Market Account –ANB	.25%	62.6%	\$17,423,456.81
Money Market Account(EDC)-ANB	.07%	2.5%	683,591.80
Investment Pool – Tex Pool	.1458%	1.8%	502,584.73
CD--Comerica Bank	.42%	3.6%	1,001,035.62
CD—Comerica Bank	.50%	3.6%	1,001,232.88
CD—Comerica Bank	.46%	4.3%	1,200,378.08
CD—Comerica Bank	.54%	3.6%	1,005,782.31
Analysis Checking-ANB	0.00%	18.0%	5,000,000.00
<b>Total Invested City Funds:</b>		100.0%	<b>\$27,818,062.23</b>

The City does not carry any security instrument (investment type) on its books that is traded on the open market; therefore all investments are listed at 100% of market value. Interest earnings on all certificate of deposit accounts are accreted quarterly or at maturity. All Funds on deposit with American National Bank, Comerica Bank, and Investment Pools are fully secured and safeguarded. **Total investment interest earned for the quarter ending March 31 was \$18,516.**

Citywide cash and investments for the period ending March 31, 2013 was \$27,818,062. Of this amount, \$3,935,864 is for the Sachse EDC; also included is \$5,000,000.00 which is held in a non-interest bearing analysis account. It is the strategy of the Finance Department to maintain a high percentage of its idle funds invested in safe and secure investment securities and pooled investment types in accordance with the Public Funds Investment Act.

85% of the City's current portfolio has liquidity of 30 days or less, which is more than adequate for daily operations. The City investments are liquid and have same day access. The City's investment and cash management strategy will be to maintain operational and capital needs in money market accounts and liquid asset pools. The City's funds are swept into the above accounts and withdrawn as needed for operational cash flow requirements.

The average interest rate/yield on the City's investments for the period was .28%. The Texpool Prime Fund interest rate was .1474% and the Texpool interest rate was .1047% at March 31, 2013. The 90 day T-bill rate was .09% with the 180 day T-bill at .13%.

<sup>1</sup> Includes the Sachse Economic Development Corporation



## QUARTERLY INVESTMENT REPORT

**For the Quarter Ended**

**March 31, 2013**

**Prepared by  
Valley View Consulting, L.L.C.**

The investment portfolio of the City is in compliance with the Public Funds Investment Act and the Investment Policy and strategies.

  
Director of Finance

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Finance Manager

**Disclaimer:** These reports were compiled using information provided by the City of Sachse. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

## Strategy Summary:

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range between 0.00% and 0.25% (actual Fed Funds are trading +/-15 bps). The FOMC continued monthly easing operations with the objectives of unemployment below 6.5% and inflation less than 2.0%. The Federal budget, deficit and debt ceiling are in various stages of temporary resolution. The European credit crisis gained headlines as Cyprus nearly collapsed. Domestic employment growth is erratic but modestly positive. Overall economic activity remains low to moderate. The US stock markets reached new highs. Financial institution deposits and laddering targeted cash flows still provide the best interest earnings opportunity.

### Quarter End Results by Investment Category:

Asset Type	March 31, 2013		December 31, 2012		
	Ave. Yield	Book Value	Market Value	Book Value	Market Value
Bank/Pool	0.25%	\$ 23,609,633	\$ 23,609,633	\$ 24,162,237	\$ 24,162,237
CDs / Securities	0.48%	4,208,429	4,208,429	4,209,581	4,209,581
<b>Totals</b>		<b>\$ 27,818,062</b>	<b>\$ 27,818,062</b>	<b>\$ 28,371,818</b>	<b>\$ 28,371,818</b>

Average Yield (1) Total Portfolio 0.28% Fiscal Year-to-Date Average Yield (2) Total Portfolio 0.28%

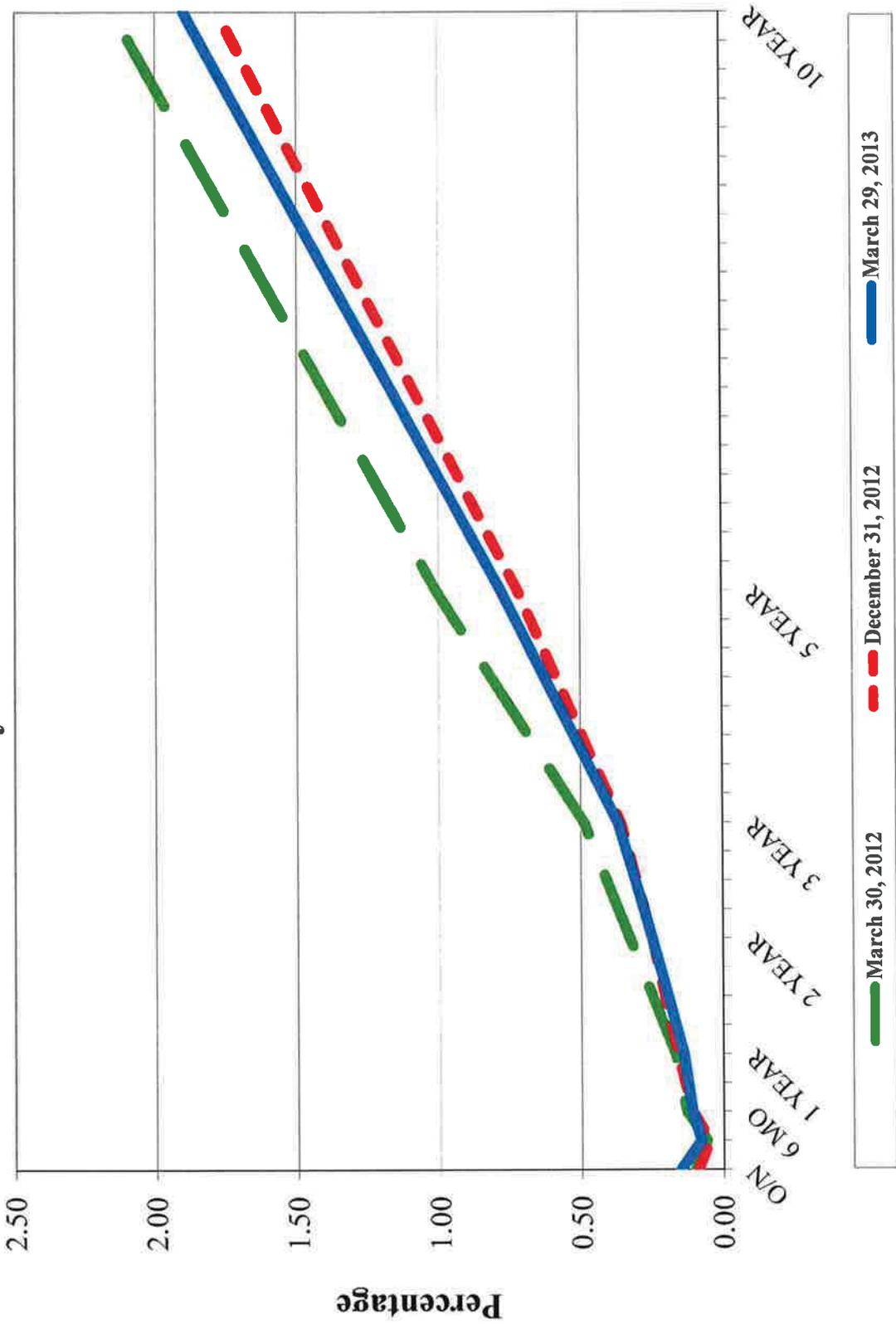
Rolling Three Mo. Treas. Yield 0.09% Rolling Three Mo. Treas. Yield  
 Rolling Six Mo. Treas. Yield 0.13% Rolling Six Mo. Treas. Yield  
 Average Quarterly TexPool Yield 0.13% Average Quarterly TexPool Yield

	City	EDC
Interest Earnings QTR	\$ 14,999	\$ 3,518
Interest Earnings YTD	\$ 24,978	\$ 6,807

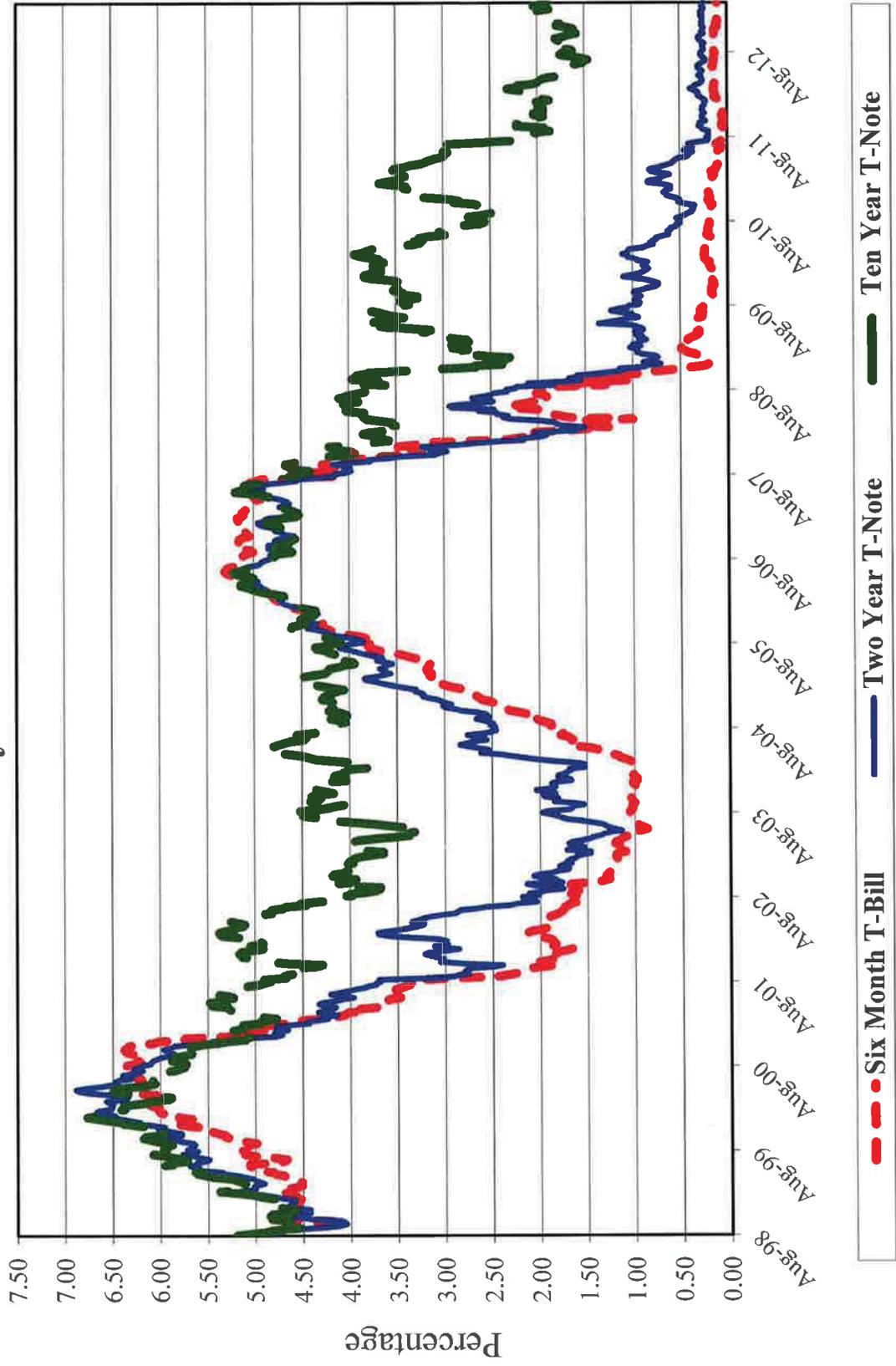
(1) Average Yield calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

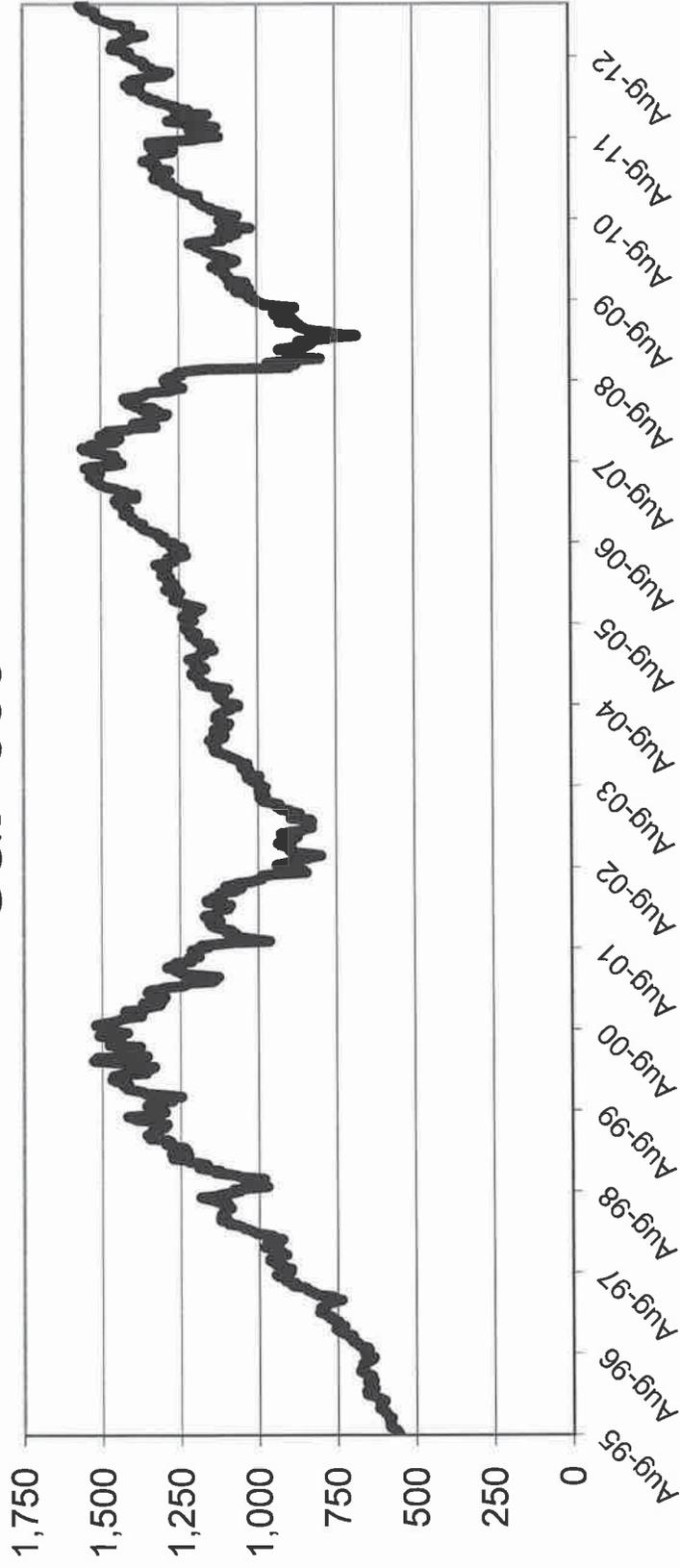
# Treasury Yield Curves



# US Treasury Historical Yields



# S&P 500



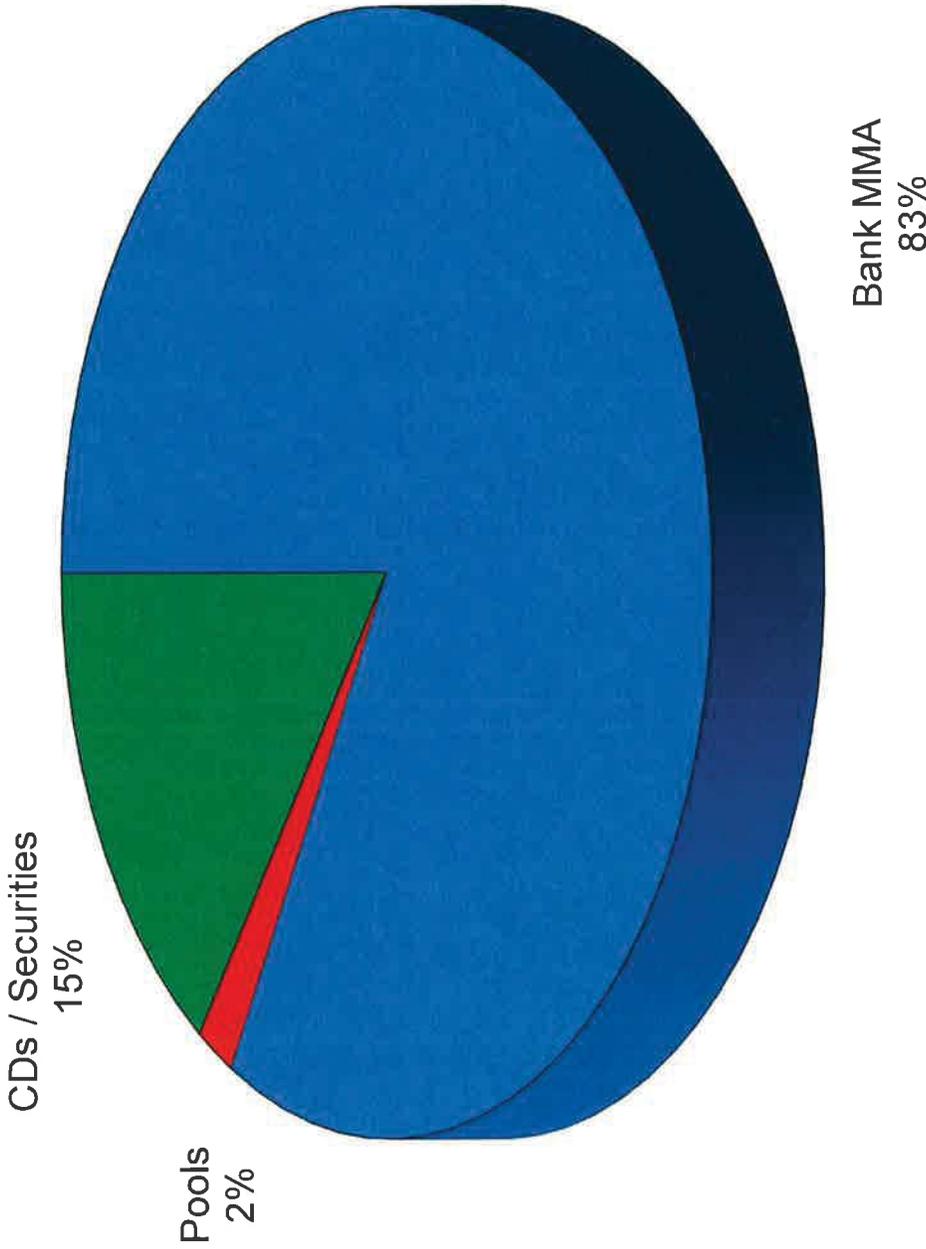
## Detail of Investment Holdings March 31, 2013

Description	Rating	Coupon/ Discount	Maturity Date	Settlement Date	Original Face/ Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Bank MMA		0.25%	04/01/13	03/31/13	\$ 23,107,049	\$ 23,107,049	1.00	\$ 23,107,049	1	0.25%
TexPool	AAA-m	0.10%	04/01/13	03/31/13	502,585	502,585	1.00	502,585	1	0.10%
Comerica CD		0.54%	06/06/13	03/06/12	1,000,000	1,005,782	100.00	1,005,782	67	0.54%
Comerica CD		0.42%	06/30/14	12/31/12	1,000,000	1,001,036	100.00	1,001,036	456	0.42%
Comerica CD		0.50%	09/30/14	12/31/12	1,000,000	1,001,233	100.00	1,001,233	548	0.50%
Comerica CD		0.46%	12/06/14	03/06/13	1,200,000	1,200,378	100.00	1,200,378	615	0.46%
						<b>\$ 27,809,633</b>		<b>\$ 27,818,062</b>	<b>66</b>	<b>0.28%</b>
									<b>(1)</b>	<b>(2)</b>

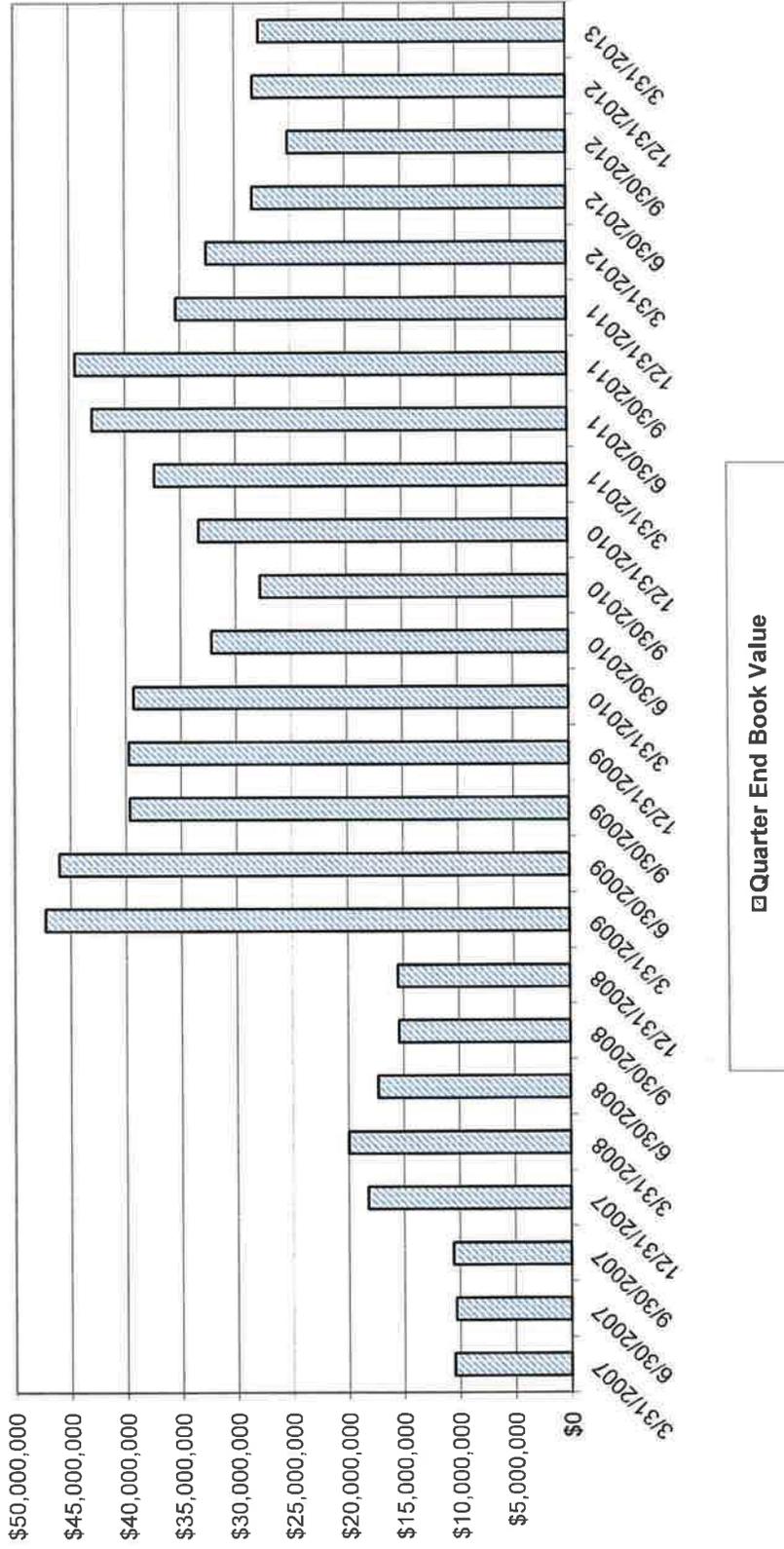
(1) **Weighted average life** - For purposes of calculating weighted average life, pool investments are assumed to have a one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered.

# Portfolio Composition



# Total Portfolio



## Book Value Comparison

Description	Coupon/ Discount	Maturity Date	December 31, 2012			March 31, 2013		
			Original Face/Par Value	Book Value	Purchases/ Accretions	Amortizations/ Sales/Maturities	Original Face/Par Value	Book Value
Bank MMA	0.25%	04/01/13	\$ 23,659,775	\$ 23,659,775	\$ -	\$ (552,727)	\$ 23,107,049	\$ 23,107,049
TexPool	0.10%	04/01/13	502,462	502,462	123		502,585	502,585
Comerica CD	0.52%	03/06/13	1,200,000	1,205,136		(1,205,136)		1,005,782
Comerica CD	0.54%	06/06/13	1,000,000	1,004,445	1,337		1,000,000	1,001,036
Comerica CD	0.42%	06/30/14	1,000,000	1,000,000	1,036		1,000,000	1,001,233
Comerica CD	0.50%	09/30/14	1,000,000	1,000,000	1,233		1,200,000	1,200,378
Comerica CD	0.46%	12/06/14			1,200,378			
<b>TOTAL</b>			<b>\$ 28,362,237</b>	<b>\$ 28,371,818</b>	<b>\$ 1,204,107</b>	<b>\$ (1,757,863)</b>	<b>\$ 27,809,633</b>	<b>\$ 27,818,062</b>

## Market Value Comparison

Description	Coupon/ Discount	Original Face/Par Value	December 31, 2012			March 31, 2013		
			Market Price	Market Value	Qtr to Qtr Change	Original Face/Par Value	Market Price	Market Value
Bank MMA	0.25%	\$ 23,659,775	1.00	\$ 23,659,775	\$ (552,727)	\$ 23,107,049	1.00	\$ 23,107,049
TexPool	0.10%	502,462	1.00	502,462	123	502,585	1.00	502,585
Comerica CD	0.52%	1,200,000	100.00	1,205,136	(1,205,136)		100.00	1,005,782
Comerica CD	0.54%	1,000,000	100.00	1,004,445	1,337	1,000,000	100.00	1,001,036
Comerica CD	0.42%	1,000,000	100.00	1,000,000	1,036	1,000,000	100.00	1,001,233
Comerica CD	0.50%	1,000,000	100.00	1,000,000	1,233	1,000,000	100.00	1,200,378
Comerica CD	0.46%				1,200,378	1,200,000	100.00	1,200,378
<b>TOTAL</b>		<b>\$ 28,362,237</b>		<b>\$ 28,371,818</b>	<b>\$ (553,756)</b>	<b>\$ 27,809,633</b>		<b>\$ 27,818,062</b>

**Allocation  
March 31, 2013**

<b>Book &amp; Market Value</b>	<b>Total</b>	<b>GO I&amp;S</b>	<b>General Fund</b>	<b>W/S Impact Fee</b>	<b>W/S Restricted</b>	<b>W/S Operations</b>	<b>Special Sales Tax</b>
Bank MMA	\$ 23,107,049	\$ 1,123,657	\$ 7,381,232	\$ 1,350,910	\$ 162,617	\$ 783,401	\$ 2,469,490
Texpool	502,585		136,703				
06/06/13	1,005,782						
06/30/14	1,001,036						
09/30/14	1,001,233						
12/06/14	1,200,378						
<b>Totals</b>	<b>\$ 27,818,062</b>	<b>\$ 1,123,657</b>	<b>\$ 7,517,935</b>	<b>\$ 1,350,910</b>	<b>\$ 162,617</b>	<b>\$ 783,401</b>	<b>\$ 2,469,490</b>

**Allocation  
March 31, 2013**

<b>Book &amp; Market Value</b>	<b>Capital Project</b>	<b>2009 GO Bonds</b>	<b>TXDOT</b>	<b>Restricted Street Impact</b>	<b>Restricted Park Development</b>	<b>Restricted General</b>	<b>EDC</b>
Bank MMA	\$ 1,584,643	\$ 4,652,777	\$ 506,307	\$ 951,029	\$ 2,212	\$ 409,070	\$ 1,729,704
Texpool		365,881					
06/06/13							1,005,782
06/30/14		1,001,036					
09/30/14		1,001,233					
12/06/14							1,200,378
<b>Totals</b>	<b>\$ 1,584,643</b>	<b>\$ 7,020,927</b>	<b>\$ 506,307</b>	<b>\$ 951,029</b>	<b>\$ 2,212</b>	<b>\$ 409,070</b>	<b>\$ 3,935,864</b>

**Allocation  
December 31, 2012  
Book & Market Value**

	Total	GO I&S	General Fund	W/S Impact Fee	W/S Restricted	W/S Operations	Special Sales Tax
Bank MMA	\$ 23,659,775	\$ 2,211,848	\$ 6,256,594	\$ 1,358,849	\$ 162,617	\$ 1,018,157	\$ 2,472,279
Texpool	502,462		136,670				
03/06/13	1,205,136						
06/06/13	1,004,445						
06/30/14	1,000,000						
09/30/14	1,000,000						
<b>Totals</b>	<b>\$ 28,371,818</b>	<b>\$ 2,211,848</b>	<b>\$ 6,393,264</b>	<b>\$ 1,358,849</b>	<b>\$ 162,617</b>	<b>\$ 1,018,157</b>	<b>\$ 2,472,279</b>

**Allocation  
December 31, 2012  
Book & Market Value**

	Capital Project	2009 GO Bonds	TXDOT	Restricted Street Impact	Restricted Park Development	Restricted General	EDC
Bank MMA	\$ 1,444,383	\$ 5,206,141	\$ 506,098	\$ 945,748	\$ 2,211	\$ 399,349	\$ 1,675,501
Texpool		365,792					
03/06/13							1,205,136
06/06/13							1,004,445
06/30/14		1,000,000					
09/30/14		1,000,000					
<b>Totals</b>	<b>\$ 1,444,383</b>	<b>\$ 7,571,933</b>	<b>\$ 506,098</b>	<b>\$ 945,748</b>	<b>\$ 2,211</b>	<b>\$ 399,349</b>	<b>\$ 3,885,082</b>

City of Sachse, TX  
Investment Portfolios  
March 31, 2013

Source	Description	CUSIP/Ref	Purchase Date	Maturity Date	Coupon (Hr. Rate)	Days to Maturity	Book Value			Market Value			
							Principal Invested	Beginning of Month	End of Month	Change <sup>1</sup>	Beginning of Month	End of Month	Change
GO Bond (S Fund)	Money Market	114512	3/31/2013	4/1/2013	0.2500%	1	1,100,556	1,100,556	23,102	1,123,657	1,100,556	23,102	1,123,658
	Total						1,100,556	1,100,556	23,102	1,123,657	1,100,556	23,102	1,123,658
General Fund	TexPool	1111-000	3/31/2013	4/1/2013	0.1047%	1	136,691	136,691	12	136,703	136,691	12	136,703
General Fund	Money Market	114512	3/31/2013	4/1/2013	0.2500%	1	8,097,755	8,097,755	(716,523)	7,381,232	8,097,755	(716,523)	7,381,232
	Total						8,234,446	8,234,446	(716,511)	7,517,934	8,234,446	(716,511)	7,517,935
Water and Sewer Fund	Money Market	114512	3/31/2013	4/1/2013	0.2500%	1	1,350,639	1,350,639	271	1,350,910	1,350,639	271	1,350,910
WS Impact Fee Fund	Money Market	114512	3/31/2013	4/1/2013	0.2500%	1	162,617	162,617	162,617	162,617	162,617	162,617	162,617
WS Restricted Fund	Money Market	114512	3/31/2013	4/1/2013	0.2500%	1	907,471	907,471	(124,071)	783,400	907,471	(124,071)	783,400
WS Operations	Money Market	114512	3/31/2013	4/1/2013	0.2500%	1	2,420,727	2,420,727	(123,800)	2,296,927	2,420,727	(123,800)	2,296,927
	Total						2,420,727	2,420,727	(123,800)	2,296,927	2,420,727	(123,800)	2,296,927
Capital Project Funds	Money Market	114512	3/31/2013	4/1/2013	0.2500%	1	2,470,364	2,470,364	(874)	2,469,490	2,470,364	(874)	2,469,490
Special Sales Tax	Money Market	114512	3/31/2013	4/1/2013	0.2500%	1	1,405,320	1,405,320	179,323	1,584,643	1,405,320	179,323	1,584,643
Capital Project Funds	Money Market	114512	3/31/2013	4/1/2013	0.2500%	1	506,191	506,191	116	506,307	506,191	116	506,307
Capital Project Fund-TXDOT	Money Market	1111-000	3/31/2013	4/1/2013	0.1047%	1	365,849	365,849	32	365,881	365,849	32	365,881
2009 GO Bonds	CD	12/31/2012	9/30/2014	0.5000%	548	1,000,000	1,000,000	1,233	1,001,233	1,000,000	1,233	1,001,233	
2009 GO Bonds	CD	12/31/2012	6/30/2014	0.4200%	456	1,000,000	1,000,000	1,036	1,001,036	1,000,000	1,036	1,001,036	
2009 GO Bonds	Money Market	114512	3/31/2013	4/1/2013	0.2500%	1	4,908,420	4,908,420	(255,643)	4,652,777	4,908,420	(255,643)	4,652,777
	Total						11,656,144	11,656,143	(74,777)	11,581,367	11,656,144	(74,777)	11,581,367
Special Revenue Funds	Money Market	114512	3/31/2013	4/1/2013	0.2500%	1	949,005	949,005	2,023	951,028	949,005	2,023	951,028
Restricted Street Impact Fee Fund	Money Market	114512	3/31/2013	4/1/2013	0.2500%	1	2,212	2,212	0	2,212	2,212	0	2,212
Restricted Park Development Fee Fund	Money Market	114512	3/31/2013	4/1/2013	0.2500%	1	411,246	411,246	(2,178)	409,070	411,246	(2,176)	409,070
Restricted General Fund	Money Market	114512	3/31/2013	4/1/2013	0.2500%	1	1,362,463	1,362,463	(153)	1,362,311	1,362,463	(153)	1,362,311
	Total						0	0	0	0	0	0	0
TIF Fund	Money Market	114512	3/31/2013	4/1/2013	0.2500%	1	0	0	0	0	0	0	0
GBTP TIF Zone #1	Money Market	114512	3/31/2013	4/1/2013	0.2500%	1	0	0	0	0	0	0	0
EDC Fund	CD	3/6/2013	12/6/2014	0.4600%	615	1,200,000	1,205,136	(4,758)	1,200,378	1,205,136	(4,758)	1,200,378	
EDC	CD	3/6/2012	6/6/2013	0.5400%	65	1,000,000	1,004,445	1,337	1,005,782	1,004,445	1,337	1,005,782	
EDC	Money Market	114512	3/31/2013	4/1/2013	0.2500%	1	1,675,501	1,717,554	12,150	1,729,704	1,717,554	12,150	1,729,704
EDC PMMKT	Money Market	114512	3/31/2013	4/1/2013	0.2500%	1	3,875,501	3,927,135	8,729	3,935,864	3,927,135	8,729	3,935,864
	Total						28,649,837	28,701,471	(683,407)	27,818,062	28,701,471	(683,410)	27,818,062

Total Portfolio as 3/31/2013

Summary of Portfolios by Security Type  
03/31/13

Security Type	Percent of Total (Book Value)	Average # of days	Average Yield	Book Value			Market Value			
				Principal Invested	Beginning of Month	End of Month	Change	Beginning of Month	End of Month	Change
Money Market Account	83.06%	1	0.2500%	23,947,297	23,989,349	-662,301	23,107,048	23,989,350	-882,302	23,107,048
TexPool	1.81%	1	0.1047%	502,540	502,539	44	502,540	502,540	44	502,584
CD's	15.13%	421	0.4800%	4,200,000	4,208,581	-1,152	4,206,429	4,209,581	-1,152	4,208,429
Total	100.00%			28,649,837	28,701,471	-683,407	27,818,062	28,701,471	-683,410	27,818,062

<sup>1</sup>Change = Investment activity including earnings, deposits and withdrawals

City of Sachse, TX  
Investment Portfolios  
February 28, 2013

Source	Description	CUSIP/ Ref	Purchase Date	Maturity Date	Coupon (Int. Rate)	Days to Maturity	Book Value			Market Value			
							Principal Invested	Beginning of Month	Change <sup>1</sup>	End of Month	Beginning of Month	Change	End of Month
GO Bond I&S Fund Total	Money Market	114512	2/28/2013	3/1/2013	0.2500%	1	2,912,812	2,912,812	(1,812,256)	1,100,556	2,912,812	(1,812,256)	1,100,556
General Fund	TexPool	1111-000	2/28/2013	3/1/2013	0.0935%	1	136,661	136,661	10	136,661	10	136,661	136,661
General Fund Total	Money Market	114512	2/28/2013	3/1/2013	0.2500%	1	8,006,076	8,006,076	91,679	8,097,755	8,006,076	91,679	8,097,755
Wear and Sewer Fund	Money Market	114512	2/28/2013	3/1/2013	0.2500%	1	8,142,757	8,142,756	91,689	8,234,447	8,142,757	91,689	8,234,446
WIS Impact Fee Fund	Money Market	114512	2/28/2013	3/1/2013	0.2500%	1	1,366,076	1,366,076	(15,437)	1,350,639	1,366,076	(15,437)	1,350,639
WIS Restricted Fund	Money Market	114512	2/28/2013	3/1/2013	0.2500%	1	162,617	162,617	162,617	162,617	162,617	162,617	162,617
WIS Operations Total	Money Market	114512	2/28/2013	3/1/2013	0.2500%	1	1,046,930	1,046,930	(139,458)	907,471	1,046,930	(139,458)	907,472
Capital Project Funds	Money Market	114512	2/28/2013	3/1/2013	0.2500%	1	2,471,697	2,471,697	(1,333)	2,470,364	2,471,697	(1,333)	2,470,364
Special Sales Tax	Money Market	114512	2/28/2013	3/1/2013	0.2500%	1	1,425,161	1,425,161	(19,841)	1,405,320	1,425,161	(19,842)	1,405,319
Capital Project Funds	Money Market	114512	2/28/2013	3/1/2013	0.2500%	1	506,098	506,098	83	506,191	506,098	93	506,191
Capital Project Fund-TXDOT	TexPool	1111-000	2/28/2013	3/1/2013	0.0935%	1	365,823	365,823	26	365,849	365,823	26	365,849
2009 GO Bonds	CD	1231/2012	9/30/2014	0.5000%	579	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
2009 GO Bonds	CD	1231/2012	9/30/2014	0.4200%	487	1,000,000	1,000,000	(928)	1,000,000	1,000,000	(928)	1,000,000	1,000,000
2009 GO Bonds Total	Money Market	114512	2/28/2013	3/1/2013	0.2500%	1	11,678,127	11,678,127	(21,983)	11,656,143	11,678,127	(21,984)	11,656,143
Special Revenue Funds	Money Market	114512	2/28/2013	3/1/2013	0.2500%	1	948,538	948,538	467	949,005	948,538	467	949,005
Restricted Street Impact Fee Fund	Money Market	114512	2/28/2013	3/1/2013	0.2500%	1	2,211	2,211	1	2,212	2,211	1	2,212
Restricted Park Development Fee Fur	Money Market	114512	2/28/2013	3/1/2013	0.2500%	1	404,225	404,225	7,021	411,246	404,225	7,021	411,246
Restricted General Fund Total	Money Market	114512	2/28/2013	3/1/2013	0.2500%	1	1,354,974	1,354,973	7,489	1,362,463	1,354,974	7,489	1,362,463
TIF Fund	Money Market	114512	2/28/2013	3/1/2013	0.2500%	1	0	0	0	0	0	0	0
GBTP TIF Zone #1	Money Market	114512	2/28/2013	3/1/2013	0.2500%	1	0	0	0	0	0	0	0
EDC Fund	CD	3/6/2012	3/6/2013	0.5200%	6	1,200,000	1,205,136	1,205,136	1,205,136	1,205,136	1,205,136	1,205,136	1,205,136
EDC	CD	3/6/2012	3/6/2013	0.5400%	96	1,000,000	1,004,445	0	1,004,445	1,004,445	0	1,004,445	1,004,445
EDC PMMKT	Money Market	114512	2/28/2013	3/1/2013	0.2500%	1	1,675,501	1,686,861	28,694	1,717,554	1,686,861	28,694	1,717,555
Total	Money Market	114512	2/28/2013	3/1/2013	0.2500%	1	3,875,501	3,896,442	28,694	3,927,135	3,896,442	28,694	3,927,136
Total Portfolio as 2/28/2013							30,539,794	30,562,733	(1,861,261)	28,701,471	30,562,734	(1,861,263)	28,701,471

Summary of Portfolios by Security Type  
02/28/13

Security Type	Percent of Total (Book Value)	Average # of days	Average Yield	Book Value			Market Value			
				Principal Invested	Beginning of Month	Change	End of Month	Beginning of Month	Change	End of Month
Money Market Account	83.58%	1	0.2500%	25,637,290	25,650,648	-1,861,298	23,989,349	25,650,650	-1,861,299	23,989,351
TexPool	1.75%	1	0.0935%	502,504	502,503	36	502,539	502,504	36	502,540
CD's	14.67%	292	0.5000%	4,200,000	4,209,581	0	4,209,581	4,209,581	0	4,209,581
Total	100.00%			30,539,794	30,562,733	-1,861,262	28,701,471	30,562,734	-1,861,263	28,701,471

<sup>1</sup>Change = Investment activity including earnings, deposits and withdrawals.

City of Sachse, TX  
Investment Portfolios  
January 31, 2013

Source	Description	Cusip/ Ref	Purchase Date	Maturity Date	Coupon (Int. Rate)	Days to Maturity	Principal Invested	Book Value		Market Value			
								Beginning of Month	Change <sup>1</sup>	End of Month	Beginning of Month	Change	End of Month
GO Bond I&S Fund Total	Money Market	114512	1/31/2013	2/1/2013	0.2500%	1	2,211,848	2,211,848	700,964	2,211,848	700,964	2,912,812	2,912,812
							2,211,848	2,211,848	700,964	2,211,848	700,964	2,912,812	2,912,812
General Fund	TexPool	1111-000	1/31/2013	2/1/2013	0.09886%	1	136,670	136,670	11	136,681	136,670	11	136,681
General Fund	Money Market	114512	1/31/2013	2/1/2013	0.2500%	1	6,260,579	1,745,497	8,006,076	6,260,579	1,745,497	8,006,076	8,006,076
							6,397,249	1,745,508	8,142,757	6,397,249	1,745,508	8,142,757	8,142,757
Water and Sewer Fund	Money Market	114512	1/31/2013	2/1/2013	0.2500%	1	1,358,849	1,358,849	7,227	1,366,076	1,358,849	7,227	1,366,076
WIS Impact Fee Fund	Money Market	114512	1/31/2013	2/1/2013	0.2500%	1	162,617	162,617	162,617	162,617	162,617	162,617	162,617
WIS Restricted Fund	Money Market	114512	1/31/2013	2/1/2013	0.2500%	1	1,017,314	29,616	1,046,930	1,017,314	29,616	1,046,930	1,046,930
WIS Operations Total							2,538,780	2,538,780	36,843	2,575,623	2,538,780	36,843	2,575,623
Capital Project Funds	Money Market	114512	1/31/2013	2/1/2013	0.2500%	1	2,472,280	2,472,280	(582)	2,471,697	2,472,279	(582)	2,471,697
Special Sales Tax	Money Market	114512	1/31/2013	2/1/2013	0.2500%	1	1,444,393	1,444,393	(19,222)	1,425,161	1,444,393	(19,222)	1,425,161
Capital Project Funds	Money Market	114512	1/31/2013	2/1/2013	0.2500%	1	506,098	506,098	0	506,098	506,098	0	506,098
Capital Project Fund-TXDOT	Money Market	1111-000	1/31/2013	2/1/2013	0.0986%	1	365,792	365,792	31	365,823	365,792	31	365,823
2009 GO Bonds	CD	12/31/2012	9/30/2014	2/1/2013	0.5000%	607	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
2009 GO Bonds	CD	12/31/2012	6/30/2014	2/1/2013	0.4200%	515	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
2009 GO Bonds Total	Money Market	114512	1/31/2013	2/1/2013	0.2500%	1	5,206,141	(296,793)	4,909,348	5,206,141	(296,793)	4,909,348	4,909,348
							11,994,684	11,994,684	(316,566)	11,678,127	11,994,684	(316,566)	11,678,127
Special Revenue Funds	Money Market	114512	1/31/2013	2/1/2013	0.2500%	1	945,748	945,748	2,790	948,538	945,748	2,790	948,538
Restricted Street Impact Fee Fund	Money Market	114512	1/31/2013	2/1/2013	0.2500%	1	2,211	2,211	2,211	2,211	2,211	2,211	2,211
Restricted Park Development Fee Fur	Money Market	114512	1/31/2013	2/1/2013	0.2500%	1	399,349	399,349	4,876	404,225	399,349	4,876	404,225
Restricted General Fund Total							1,347,308	1,347,308	7,666	1,354,973	1,347,308	7,666	1,354,974
TIF Fund	Money Market	114512	1/31/2013	2/1/2013	0.2500%	1	0	(0)	(0)	0	0	0	0
GBTP TIF Zone #1							0	(0)	(0)	0	0	0	0
EDC FUND	CD	3/6/2012	3/6/2013	3/6/2013	0.5200%	34	1,200,000	1,205,136	1,205,136	1,205,136	1,205,136	1,205,136	1,205,136
EDC	CD	3/6/2012	6/6/2013	6/6/2013	0.5400%	124	1,000,000	1,004,445	0	1,004,445	1,004,445	0	1,004,445
EDC PIMMKT	Money Market	114512	1/31/2013	2/1/2013	0.2500%	1	1,675,501	13,360	1,688,861	1,675,501	13,360	1,688,861	1,688,861
							3,875,501	3,885,082	13,360	3,898,442	3,885,082	13,360	3,898,442
Total							28,365,380	28,374,961	2,187,774	30,562,735	28,374,961	2,187,774	30,562,735

Summary of Portfolios by Security Type

01/31/13

Security Type	Percent of Total (Book Value)	Average # of days	Average Yield	Book Value		Market Value		
				Beginning of Month	Change	End of Month	Change	
Money Market Account	84.58%	1	0.2500%	23,662,918	2,187,732	25,850,648	2,187,733	25,850,650
TexPool	1.64%	1	0.0986%	502,462	42	502,503	502,462	502,504
CD's	13.77%	320	0.5000%	4,209,581	0	4,209,581	4,209,581	4,209,581
Total	100.00%			28,365,380	2,187,774	30,562,735	2,187,775	30,562,735

<sup>1</sup>Change = Investment activity including earnings, deposits and withdrawals

Total Portfolio as of 1/31/2013

Portfolio Summary  
City of Sachse, TX  
March 31, 2013

Safety - Investment Type

	Book Value	Percent
Investment Type		
Money Market Account*	\$ 23,107,049	83.1%
Investment Pools	502,583	1.8%
CD's	4,208,430	15.1%
<b>Total*</b>	<b>\$ 27,818,062</b>	<b>100%</b>

\*(Includes Sachse EDC Money Market)

Liquidity - Investments by Maturity Date

Under 30 days	\$ 23,609,633	85%
30 - 90 days	1,005,782	4%
90 - 180 days		0%
180 - 365 days	0	0%
365 - 640 days	3,202,647	12%
<b>Total Principal Invested</b>	<b>\$ 27,818,062</b>	<b>100%</b>

Portfolio Yield	Fiscal YTD Interest	Int Earned this QTR	(FYTD)
			Percent of total
Portfolio			
Debt Service	\$ 1,431	\$ 1,037	4.50%
General Fund	\$ 4,387	3,630	13.80%
Water and Sewer Fund	\$ 2,699	1,368	8.49%
Capital Project Fund	\$ 14,775	8,130	46.49%
Special Revenue Fund	\$ 1,684	832	5.30%
TIF Zone	\$ -	0	0.00%
Sachse EDC	\$ 6,807	3,518	21.41%
<b>Total Portfolios</b>	<b>\$ 31,784</b>	<b>\$ 18,516</b>	<b>100.00%</b>

Portfolio Balance	Beginning Balances	Ending Book Balances	Change
Portfolio			
Debt Service	\$ 2,211,848	\$ 1,123,657	\$ (1,088,191)
General Fund	6,393,264	7,517,935	1,124,671
Water and Sewer Fund	2,539,623	2,296,927	(242,696)
Capital Project Fund	11,994,693	11,581,368	(413,325)
Special Revenue Fund	1,347,308	1,362,310	15,002
TIF Fund	0	0	0
Sachse EDC	3,885,082	3,935,864	50,782
<b>Total Portfolios</b>	<b>\$ 28,371,818</b>	<b>\$ 27,818,062</b>	<b>\$ (553,756)</b>

Historical Interest Rates

	January	February	March
Pooled Money Market Account	2013 0.2500%	0.2500%	0.2500%
	2012 0.2500%	0.2500%	0.2500%
	2011 0.3200%	0.3000%	0.2500%
Tex Pool	2013 0.0986%	0.0935%	0.1047%
	2012 0.0875%	0.0903%	0.1150%
	2011 0.1677%	0.1724%	0.1368%



## Legislation Details (With Text)

**File #:** 13-1493      **Version:** 1      **Name:** Consider a resolution authorizing the City Manager of Sachse to execute a contract

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

**File created:** 5/1/2013      **In control:** City Council

**On agenda:** 5/6/2013      **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 Freese and Nichols, Inc.; authorizing its execution by the City Manager, and providing for an effective date.

### Executive Summary

This contract will allow the engineering consultant, Freese and Nichols, Incorporated, to begin preliminary engineering for the gravity sanitary sewer system and force main sanitary sewer system to be constructed along the North Right-of-way of the President George Bush Toll Road.

### Sponsors:

### Indexes:

### Code sections:

**Attachments:** [51Sachse RESO approving Freese and Nichols Agreement for Professional Services60382 Consultant Contract - Freese - Force Main Preliminary Design PDF](#)

Date	Ver.	Action By	Action	Result
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### Title

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

### Executive Summary

This contract will allow the engineering consultant, Freese and Nichols, Incorporated, to begin preliminary engineering for the gravity sanitary sewer system and force main sanitary sewer system to be constructed along the North Right-of-way of the President George Bush Toll Road.

### Background

The City of Sachse requested a proposal from Freese and Nichols, Incorporated for the preliminary engineering design of a sanitary sewer system along the President George Bush Toll Road. The preliminary design will include a route study, design recommendations, and preliminary engineering plans for a gravity sanitary sewer main along the PGBT to the proposed Southeast Lift Station. Also included in the preliminary design are a route study, design recommendations, and preliminary engineering plans for a sanitary sewer force main from the proposed Southeast Lift Station along the PGBT to the proposed third sanitary sewer connection to Garland.

Freese Nichols is currently performing work for the City of Sachse relating to a future sanitary sewer lift station that will be served by the force main and gravity sanitary sewer included in this new project. All of these projects are critical for the expansion of Sachse's sanitary sewer system.

#### Policy Considerations

The gravity main and force main sanitary sewers are included in the City's Capital Improvements Plan

#### Budgetary Considerations

The Capital Improvement Program has an approved budget of \$114,000.00 in the 2012-2013 Fiscal Year, from the General Fund, allocated for the design of the sanitary sewer force main from the Southeast lift station to the proposed third sanitary sewer connection to the City of Garland. The consultant fee for the preliminary design of both the force main and gravity main is \$59,060.00.

#### 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 Freese and Nichols, 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 FREESE AND NICHOLS, INC.; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has been presented with a proposed Agreement for Professional Services (herein the “Agreement”) between the City of Sachse, Texas, and Freese and Nichols, Inc. for preliminary engineering services related to Sanitary Sewer Design in the City of Sachse, including the design of a sanitary sewer force main, a sanitary sewer gravity main, and associated sanitary sewer collector mains within the President George Bush Toll Road corridor, 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 6<sup>th</sup> day of May, 2013.

CITY OF SACHSE, TEXAS

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Mike Felix, Mayor

ATTEST:

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Terry Smith, City Secretary

APPROVED AS TO FORM:



---

Peter G. Smith, City Attorney  
(PGS:4-23-13:TM 60382)

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

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

This agreement (“Agreement”) is made by and between the City of Sachse, Texas (“City”) and Freese and Nichols, Inc. (the “Professional”) (each a “Party” and collectively the “Parties”), 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 a sanitary sewer force main, a sanitary sewer gravity main, and associated sanitary sewer collector mains within the President George Bush Toll road corridor (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 its contractors and sub-contractors, 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 \$59,060.00 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**

- (a) Professional shall, during the term hereof, maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance covering bodily injury, death and property damage including the property of the City, its officers, contractors, agents and employees (collectively referred to as the "City Indemnitees") insuring against all claims, demands or actions relating to the work and services provided pursuant to this Agreement with minimum limits on a per project basis of not less than One Million Dollars (\$1,000,000) combined single limit and Two Million Dollars (\$2,000,000) aggregate, including products and completed operations coverage and Personal and Advertising Injury with a minimum per occurrence limit of One Million Dollars (\$1,000,000). This policy shall be primary to any policy or policies carried by or available to the third party; (ii) policy of automobile liability insurance covering all operations of the Professional pursuant to this Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iv) Professional Liability with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate, covering negligent acts, errors and omissions by

Professional, its sub-contractors, consultants and employees in the performance of professional services.

- (b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) prior written notice for cancellation, non-renewal, and/or material changes of the policy.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted prior to commencement of services. On every date of renewal of the required insurance policies, the Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Professional shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Professional by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement. All policies and endorsements shall remain in effect for not less than four (4) years after termination of this Agreement, abandonment of the work or services or the substantial completion of the work and services provided pursuant to this Agreement.

### **Article VIII Miscellaneous**

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

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

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

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

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

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

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

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

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

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

If intended for City, to:

William K. George  
City Manager  
City of Sachse, Texas  
3915-B Sachse Road  
Sachse, Texas 75048

With a copy to:

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

If intended for Professional, to:

Kevin Johnson, P.E.  
Principal  
Freese and Nichols, Inc.  
1701 N. Market Street  
Dallas, TX 75202

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 INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE (OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER). PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF ALL THIRD PARTY PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY INDEMNITEES, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CITY INDEMNITEES ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

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

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*[Signature Page to Follow]*

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EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF SACHSE, TEXAS**

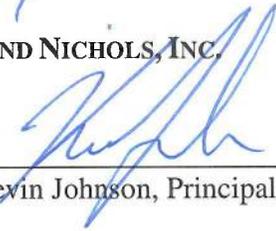
By: \_\_\_\_\_  
William K. George, City Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Peter G. Smith, City Attorney

EXECUTED this 1 day of May, 2013.

**FRESE AND NICHOLS, INC.**

By:  \_\_\_\_\_  
Kevin Johnson, Principal

## EXHIBIT "A"

### CITY OF SACHSE

#### PGBT FORCEMAIN PRELIMINARY DESIGN

The City of Sachse (CITY) intends to construct a new Southeast Lift Station (SELS), associated force main, and collection lines to serve the south and east portions of the service area. Freese and Nichols, Inc. (FNI) will provide services to perform preliminary engineering services for the following line segments:

Force Main – Approximately 10,000 linear feet of 20-inch force main beginning at the SELS to a point near President George Bush Turnpike (PGBT) and Pleasant Valley Road.

Trunk Line C – Approximately 4,600 linear feet of 12-inch gravity sewer extending from the SELS west to collect development flows along the PGBT.

Collection Lines – Three (3) 8-inch collection gravity sewer lines extending from Trunk Line C. The lines are approximately 2,900 linear feet, 2,600 linear feet, and 1,400 linear feet in length.

Each segment above along with the associated linear footage and size is based on the City's current Capital Improvement Plan (CIP) prepared by others.

**BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the Project:

1. Kickoff Meeting – Conduct one meeting with the CITY to confirm the project goals, schedule and deliverables for the project.
2. Review previously prepared planning documents, master plans, construction plans, land records, and/or other pertinent documents on file with the CITY and other appropriate agencies.
3. Based on the CITY's current CIP, the SELS is proposed to serve potential growth areas in the south and east portions of the service area (Basin 2a). In addition, a 20-inch force main will take flows from the SELS to a new wholesale connection to the Garland system. Trunk Line C along with several collection lines will direct flows along the PGBT to the SELS. A general alignment corridor has been shown for each segment in the CIP; however, the alignment of each line will be further evaluated as part of this project. Specifically, FNI will perform the following tasks:
  - a. FNI shall prepare an overall property map showing existing property lines and known easements available from public records and record drawings along the project corridor. The property map will include the latest aerial photo background of the project area. The City will provide the Consultant the latest aerial photo, utility, and property electronic files from the City GIS system. No survey is included in this scope of services. All work will be GIS level accuracy.

## EXHIBIT "A"

- b. FNI will then add the information on existing utilities obtained from the City, franchise utilities, and field observations on the aerial maps to determine if potential alignments for the wastewater pipelines are encumbered by existing utilities. No Subsurface Utility Engineering will be performed under this scope of services.
  - c. FNI shall develop up to three (3) preliminary alignments for each of the project segments. These alignment options and corresponding easement limits required will be added to the property map. In addition to horizontal alignment, FNI shall evaluate the vertical alignment for each alternative. Pertinent data for each alignment option such as length, special construction procedures required or recommended, number of parcels crossed, landowners crossed, and significant conflicts with existing facilities will be collected. FNI will make every effort to maximize the use of existing easements and rights of way for the proposed alignments. In addition, the use of trenchless installation methods will be analyzed and recommended for each alignment option. FNI will develop Opinions of Probable Construction Cost (OPCC) for each alternative and will include potential easement costs. A preliminary construction schedule will be prepared for the project. All of the analysis under this task will be summarized in a technical memorandum.
  - d. For each alternative evaluated, FNI shall consider potential environmental permitting requirements and associated impacts to the design and project schedule. In addition, FNI shall consider potential easement requirements and potential NTTA permitting requirements. A discussion will be included in the technical memorandum.
4. FNI shall provide three (3) hard copies of the property map, one electronic file of the property map, and summary technical memo describing the alignment options and recommended alignment to the City. FNI shall conduct one (1) alignment selection meeting with City staff to select the City preferred alignments.
  5. After the alignment selection meeting, FNI will update the maps and technical memorandum with the City's review comments and finalize the memorandum. In addition to the overall property map, FNI will prepare a "map book" of 11x17 double plan view sheets with aerial background at 1"=60' scale that detail the selected alignments. The intent of this final memo and mapping is to provide adequate information to move directly into final design of the project.

**TIME OF COMPLETION:** FNI proposes to complete the project within 120 days from Notice to Proceed (NTP) as outlined below:

- Deliver Draft Property Map and Technical Memo – 60 days from NTP
- City Review / Review Meeting – 15 days
- Finalize Technical Memo and Prepare Map Book – 45 days





Legislation Details (With Text)

**File #:** 13-1499      **Version:** 1      **Name:** Circulation Policy Revision  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 4/12/2013      **In control:** City Council  
**On agenda:** 5/6/2013      **Final action:**  
**Title:** Consider a resolution of the City Council of the City of Sachse, Texas, approving the Sachse Public Library Circulation Policy.

**Executive Summary**

The Library Manager is recommending approval of the amended resolution 3392 supporting the amended circulation policy. The amendment will modify the policy to allow citizens to renew DVD's one time similar to other items in the Library.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Microsoft Word - 51SACHSE Resolution and policy pdf](#)  
[51SACHSE Resolution Approving Library Circulation amended Policy041913pdf](#)

Date	Ver.	Action By	Action	Result
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**Title**

Consider a resolution of the City Council of the City of Sachse, Texas, approving the Sachse Public Library Circulation Policy.

*Executive Summary*

*The Library Manager is recommending approval of the amended resolution 3392 supporting the amended circulation policy. The amendment will modify the policy to allow citizens to renew DVD's one time similar to other items in the Library.*

**Background**

The City Council approved the Library Circulation Policy on March 19, 2012. Citizens have requested that DVD's be available for one renewal as other items are in the library. There are two changes to consider. The first proposed change is in Item 5. Loan Periods: The last line of the table lists *Videocassettes*. The Library no longer has videocassettes available for checkout. It is recommended that this item be deleted from the Loan Periods table. The second proposed change is to delete the statement "*excluding videos and DVD's*" from the policy. This will allow all items to be available for renewal for the same length of time as the original checkout unless another patron has placed a hold on it. Items may be renewed through the library website, by presenting them at the circulation desk, or by phone. The suggested change is to remove the exclusion in parenthesis entirely. The modified policy will allow patrons to renew DVDs one time per patron, the same as all other Library items.

The policy sets requirements for getting a library card, loan intervals and fees, and copyright

law standards. Thee fees are as follows: 10 cents per day for all items except DVD's. DVD's are \$1.00 a day. Patrons can not use their cards if they have more than \$5.00 on their card. There are no proposed changes to the fees.

#### Policy Considerations

Policy reviewed by the Library Board on April 8, 2013, and the Board unanimously recommended the policy to go to the Council for approval. The revised policy will allow for one DVD renewal one time per patron, the same as other library items.

#### Budgetary Considerations

N/A

#### Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, approving the Sachse Public Library Circulation Policy, as a Consent Agenda Item.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE SACHSE PUBLIC LIBRARY CIRCULATION POLICY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Sachse, Texas, desires to provide effective and efficient library services to meet the needs of its citizens; and

**WHEREAS**, the Library Board and staff recognized the need to amend Resolution No. 3372 modifying the circulation policy to provide for DVD renewals.

**WHEREAS**, the Library Board reviewed the amended policy and recommends it to Council for approval.

**WHEREAS**, the City Council of the City of Sachse has been presented with the revised Sachse Public Library Circulation Policy (the "Policy") that was reviewed by the Library Board on April 8, 2013, to provide guidelines for library usage and borrowing procedures; and

**WHEREAS**, upon full review and consideration of the revised Policy and all matters related thereto, the City Council is of the opinion and finds that the revised Policy should be approved and adopted by the Sachse Public Library.

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

**SECTION 1.** The **Circulation** Policy attached hereto as Exhibit "A," is **hereby approved and adopted.**

**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

## **Sachse Public Library Circulation Policy**

Approved by City Council March 19, 2012

Reviewed by Library Board on April 8, 2013

Recommended changes from the Library Board are marked in red

1. Borrowers must have a valid library card to check out materials. (A driver's license or other appropriate identification may be used on occasion if the card is forgotten, but should not be used as a permanent substitute for the actual library card.)
2. To apply for a library card:
  - a. Persons 16 and older are to present a photo I.D. and proof of current address – e.g. current driver's license, student I.D., employment identification card, printed personal check, recent utility bill, car registration, etc.
  - b. Persons under 16 are to be accompanied by a parent or guardian who must present proper identification and sign the application form at the time of registration. This parent or guardian is responsible for any fees incurred by the minor.
  - c. First time borrowers may only check out a maximum of 5 items.
3. There is no charge to apply for a library card; a replacement card will cost \$1.00. Identification will be requested before a replacement card is issued.
4. Each patron should use his/her own library card when checking out library material.
5. Loan Periods:

DVDS	7 DAYS (LIMIT SEVEN PER CARD)
BOOKS	21 DAYS
BOOKS ON CD/MP3	21 DAYS
E-BOOK READERS (NOTE: THERE IS AN E-BOOK READER POLICY THAT DEFINES THESE GUIDELINES.)	14 DAYS
ALL OTHER MEDIA	21 DAYS
<b>VIDEOCASSETTES</b>	<b>7 DAYS DELETE THIS/NO LONGER HAVE</b>

6. **Items (excluding videos & DVD's) may be renewed for the same length of time as the original check-out unless another patron has placed a hold on it. Items may be renewed through the library website, by presenting them at the circulation desk, or by phone. Suggested change: renew DVDs one time per customer.**
7. A hold may be placed on any item that is able to be checked out (excluding videos & DVD's). Reference materials, newspapers and magazines may not be checked out.
8. Any type of item or particular subject area may be placed on in-house reserve or limited in number of checked out items in a particular subject at the discretion of the library staff.
9. The library assumes no responsibility for damage caused to a borrower's audiovisual or computer equipment.
10. Copyright laws limit videocassettes, CDs, MP3 audio materials and DVDs to home viewing only and prohibit their duplication. Copyright laws also protect most books, magazines, and other Library media. Do not copy, reproduce, rebroadcast, tamper with, or alter any copyrighted materials in any manner.
11. Overdue material: Any item kept after the return date is overdue and is subject to fines.
12. Overdue Fines shall be set by City Council Resolution.
  - a. 10 cents per day per item – includes all items except videos and DVDs which are \$1.00 per day
  - b. The maximum fine per item is \$5.00.
  - c. E-book readers \$5.00 a day (Patrons are asked to sign an agreement before checking out an e-book reader.)
  - d. Overdue fines will not be charged for days when the library is closed.
  - e. Materials more than 120 days overdue will be deemed lost.
  - f. A patron may not check out any additional materials until all overdue items are returned or replaced.

13. Each patron will be responsible for materials checked out on his/her card as well as fines for late returns, lost items, and items damaged beyond repair. For lost and damaged items, the actual cost of a new or an exact replacement item will be charged. A lost or damaged item may also be replaced with an exact, new copy of the item unless the item had special value above a new item.
14. The Sachse Public Library will make every reasonable attempt to obtain interlibrary loan (ILL) requests. Usually this service is free of charge, though some libraries will charge for ILL loans. The borrower is responsible for any charges.
15. Parents and/or legal guardians are responsible for supervising the materials viewed and selected by their minor children. The Library will not be responsible to determine what materials may or may not be appropriate for children based on their individual circumstances.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE SACHSE PUBLIC LIBRARY CIRCULATION POLICY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Sachse, Texas, desires to provide effective and efficient library services to meet the needs of its citizens; and

**WHEREAS**, the Library Board and staff recognized the need to amend Resolution No. 3372 modifying the circulation policy to provide for DVD renewals.

**WHEREAS**, the Library Board reviewed the amended policy and recommends it to Council for approval.

**WHEREAS**, the City Council of the City of Sachse has been presented with the revised Sachse Public Library Circulation Policy (the "Policy") that was reviewed by the Library Board on April 8, 2013, to provide guidelines for library usage and borrowing procedures; and

**WHEREAS**, upon full review and consideration of the revised Policy and all matters related thereto, the City Council is of the opinion and finds that the revised Policy should be approved and adopted by the Sachse Public Library.

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

**SECTION 1.** The **Circulation** Policy attached hereto as Exhibit "A," is **hereby approved and adopted.**

**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

## **Sachse Public Library Circulation Policy**

Approved by City Council March 19, 2012

Reviewed by Library Board on April 8, 2013

Recommended changes from the Library Board are marked in red

1. Borrowers must have a valid library card to check out materials. (A driver's license or other appropriate identification may be used on occasion if the card is forgotten, but should not be used as a permanent substitute for the actual library card.)
2. To apply for a library card:
  - a. Persons 16 and older are to present a photo I.D. and proof of current address – e.g. current driver's license, student I.D., employment identification card, printed personal check, recent utility bill, car registration, etc.
  - b. Persons under 16 are to be accompanied by a parent or guardian who must present proper identification and sign the application form at the time of registration. This parent or guardian is responsible for any fees incurred by the minor.
  - c. First time borrowers may only check out a maximum of 5 items.
3. There is no charge to apply for a library card; a replacement card will cost \$1.00. Identification will be requested before a replacement card is issued.
4. Each patron should use his/her own library card when checking out library material.
5. Loan Periods:

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E-BOOK READERS (NOTE: THERE IS AN E-BOOK READER POLICY THAT DEFINES THESE GUIDELINES.)	14 DAYS
ALL OTHER MEDIA	21 DAYS
<del>VIDEOCASSETTES</del>	<del>7 DAYS DELETE THIS/NO LONGER HAVE—(deleted)</del>

- 6. Items may be renewed for the same length of time as the original check-out unless another patron has placed a hold on it. Items may be renewed through the library website, by presenting them at the circulation desk, or by phone.**
7. A hold may be placed on any item that is able to be checked out . Reference materials, newspapers and magazines may not be checked out.
7. Any type of item or particular subject area may be placed on in-house reserve or limited in number of checked out items in a particular subject at the discretion of the library staff.
8. The library assumes no responsibility for damage caused to a borrower's audiovisual or computer equipment.
9. Copyright laws limit videocassettes, CDs, MP3 audio materials and DVDs to home viewing only and prohibit their duplication. Copyright laws also protect most books, magazines, and other Library media. Do not copy, reproduce, rebroadcast, tamper with, or alter any copyrighted materials in any manner.
10. Overdue material: Any item kept after the return date is overdue and is subject to fines.
11. Overdue Fines shall be set by City Council Resolution.
  - a. 10 cents per day per item – includes all items except videos and DVDs which are \$1.00 per day
  - b. The maximum fine per item is \$5.00.
  - c. E-book readers \$5.00 a day (Patrons are asked to sign an agreement before checking out an e-book reader.)
  - d. Overdue fines will not be charged for days when the library is closed.
  - e. Materials more than 120 days overdue will be deemed lost.
  - f. A patron may not check out any additional materials until all overdue items are returned or replaced.
12. Each patron will be responsible for materials checked out on his/her card as well as fines for late returns, lost items, and items damaged beyond repair. For lost and damaged items,

the actual cost of a new or an exact replacement item will be charged. A lost or damaged item may also be replaced with an exact, new copy of the item unless the item had special value above a new item.

13. The Sachse Public Library will make every reasonable attempt to obtain interlibrary loan (ILL) requests. Usually this service is free of charge, though some libraries will charge for ILL loans. The borrower is responsible for any charges.
14. Parents and/or legal guardians are responsible for supervising the materials viewed and selected by their minor children. The Library will not be responsible to determine what materials may or may not be appropriate for children based on their individual circumstances.



## Legislation Details (With Text)

**File #:** 13-1500      **Version:** 1      **Name:** Consider a resolution authorizing the City Manager of Sachse to execute a contract

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

**File created:** 5/1/2013      **In control:** City Council

**On agenda:** 5/6/2013      **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 SRF Consulting Group, Inc.; authorizing its execution by the City Manager, and providing for an effective date.

### Executive Summary

This contract will allow the planning consultant, SRF Consulting Group, Inc., to begin planning services related to the implementation of a Quiet Zone along the Kansas City Southern Railroad in the City of Sachse.

### Sponsors:

### Indexes:

### Code sections:

**Attachments:** [51Sachse RESO approving SRF Consulting Group Agreement for Professional Services60381 Contract - SRF - Quiet Zones - 5-2-13 PDF](#)

Date	Ver.	Action By	Action	Result
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### Title

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

### Executive Summary

*This contract will allow the planning consultant, SRF Consulting Group, Inc., to begin planning services related to the implementation of a Quiet Zone along the Kansas City Southern Railroad in the City of Sachse.*

### Background

The City of Sachse requested a proposal from SRF Consulting Group, Inc. for the planning and coordination related to the implementation of a Quiet Zone along the Kansas City Southern Railroad in the City of Sachse. The consultant scope will include review of the existing crossing conditions, a study of required improvements to the crossings, design recommendations, coordination with the Federal Railroad Administration (FRA) and Kansas City Southern (KCS), and submittals to the FRA and KCS as required to achieve the Quiet Zone Designation.

### Policy Considerations

The City of Sachse has entered into a Facilities Agreement with Western Rim Property Services, Inc. for the construction of roadway improvements required to achieve the Quiet Zone designation for the City of Sachse.

#### Budgetary Considerations

Per the proposal prepared by SRF Consulting Group, Inc., the consultant will provide planning services on an hourly rate basis not to exceed the sum of \$35,187.00. This cost is included in the budget that has been prepared for the KCS Quiet Zone project.

#### 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 SRF Consulting Group, Inc.; authorizing its execution by the City Manager, and providing for an effective date as a Consent Agenda Item.

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SACHSE, TEXAS, AND SRF CONSULTING GROUP, 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 SRF Consulting Group, Inc. for electrical engineering services related to the Street Lighting Project in the Sachse Industrial Park, 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 6<sup>th</sup> day of May, 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". The signature is written in black ink and is positioned above a horizontal line.

---

Peter G. Smith, City Attorney  
(PGS:4-23-13:TM 60381)

**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 SRF Consulting Group, Inc. (the “Professional”) (each a “Party” and collectively the “Parties”), 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 Engineering Services related to the Sachse Quiet Zone (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, Design Development Documents, Contract Documents, drawings, plans, specifications 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 its contractors, and 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. There shall be no restriction on reuse of the Works and Documents created and paid for under this Agreement, but reuse without the written verification or adaptation by the Professional shall be done at the City’s sole risk and without liability to the Professional.

**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 \$35,187.00 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**

- (a) Professional shall, during the term hereof, maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance covering bodily injury, death and property damage including the property of the City, its officers, contractors, agents and employees (collectively referred to as the "City Indemnitees") insuring against all claims or cause of actions relating to the Professional's work and services provided pursuant to this Agreement with minimum limits on a per project basis of not less than One Million Dollars (\$1,000,000) combined single limit and Two Million Dollars (\$2,000,000) aggregate, including products and completed operations coverage and Personal and Advertising Injury with a minimum per occurrence limit of One Million Dollars (\$1,000,000). This policy shall be primary to any policy or policies carried by or available to the third party; (ii) policy of automobile liability insurance covering all operations of the Professional pursuant to this Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than

\$500,000.00; and (iv) Professional Liability with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate, covering negligent acts, errors and omissions by Professional and its employees in the performance of professional services.

- (b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will endeavor to give the City a thirty (30) day prior written notice for cancellation, of the policy except if cancellation is for reason of non-payment of premium, in which the insurance company will endeavor to give ten (10) days' notice of cancellation to certificate holders.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies, except for Professional Liability Insurance and Workers' Compensation Insurance must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted prior to commencement of services. On every date of renewal of the required insurance policies, the Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Professional shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Professional by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement. All policies and endorsements shall remain in effect for not less than four (4) years after termination of this Agreement, abandonment of the work or services or the substantial completion of the work and services provided pursuant to this Agreement.

## **Article VIII Miscellaneous**

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

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

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

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

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

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

8.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not 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, to:

William K. George  
City Manager  
City of Sachse, Texas  
3915-B Sachse Road  
Sachse, Texas 75048

With a copy to:

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

If intended for Professional, to:

Brian Shorten  
Principal  
SRF Consulting Group, Inc.  
One Carlson Parkway North, Suite 150  
Minneapolis, MN 55447-4443

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 INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE (OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER). PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF ALL THIRD PARTY PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY INDEMNITEES, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL

SHALL INDEMNIFY CITY INDEMNITEES ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

**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 2nd day of May, 2013.

**SRF CONSULTING GROUP, INC.**

By:   
Paul Martens, Principal and Controller

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

We propose to carry out the work as described in the attached Scope of Services.

### **SCHEDULE**

We will complete this work within a mutually agreed-upon time schedule.

### **BASIS OF PAYMENT/BUDGET**

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses, such as printing, supplies, reproduction, etc., will be billed at cost, and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 30 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be \$28,445.00, which includes both time and expenses.

### **CHANGES IN THE SCOPE OF SERVICES**

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

## EXHIBIT "A"

### ATTACHMENT A

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#### 1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

#### 2. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty (30) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

#### 3. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

#### 4. USE OF ELECTRONIC MEDIA

- a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF

## EXHIBIT "A"

shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

5. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.



# EXHIBIT "A"

EXHIBIT A  
WORK TASKS AND PERSON-HOUR ESTIMATE

CONSULTANT: SRF CONSULTING GROUP, INC.

3/13/2013

CLIENT: CITY OF SACHSE, TEXAS  
PROJECT: SACHSE QUIET ZONE (QZ)

TASK NO.	WORK TASK DESCRIPTION	ESTIMATED PERSON-HOURS							TOTAL HOURS	ESTIMATED FEE				
		PRINCIPAL	ASSOCIATE	ASSOCIATE	SR	SR	PROF.	TECHNICAL			CLERICAL			
1.0	QUIET ZONE ASSESSMENT	0	0	0	0	0	0	0	0	0	0	0		
1.1	Prepare base maps covering the geographic limits of the Quiet Zone corridor and individual crossing maps.	0	0	0	0	0	0	0	0	0	0	0	0	
1.2	Update the FRA required Grade Crossing Inventory Forms for crossing using field data, securing all data from the KCS RR, and roadway characteristics from the City. As part of the Quiet Zone notification process, submit information to Texas DOT for review and approval to FRA to update the Federal data table and web calculation input.	0	1	0	0	0	0	0	0	0	0	0	0	5
1.3	Make necessary contacts and discuss Sachse QZ project with FRA, Texas DOT, and KCS RR representatives to help them understand the project, gain their initial support for the project approach, and set up the on-site diagnostic meeting.	0	2	0	0	0	0	0	0	0	0	0	0	4
1.4	Travel to and from Sachse to complete a field diagnostic meeting with appropriate technical staff from the City, FRA, KCS RR, and Texas DOT to consider each crossing's physical characteristics, appropriate Supplementary Safety Measure (SSM) and Alternative Safety Measure (ASM) treatments, any special or unique engineering features present, and also to gain consensus from all parties on acceptable options. Prepare a diagnostic summary and email to all participants.	0	40	0	0	0	0	0	0	0	0	0	0	80
1.5	Meet with the Sachse City Council and other interested City officials to provide necessary information regarding the Quiet Zone project. The City Council will be asked to approve the project and the process for implementing a Quiet Zone and will seek to gain their buy-in and support of the project.	0	0	0	0	0	0	0	0	0	0	0	0	12
1.6	Utilizing FRA's mandated Quiet Zone Calculator, prepare two Quiet zone scenarios. The analysis will include: - The consideration of the diagnostic team's recommendations and the investigation of Supplementary Safety Measures (SSMs) or Alternative Safety Measures (ASMs) options needed to meet FRA risk reduction standards (documenting proposed SSM/ASMs effect on lowering risk to the Risk Index with 10m) under existing traffic conditions and under future conditions with increased traffic volumes. - A preliminary recommendation on the most feasible SSM/ASM configuration to attain City objectives and meet City funding strategies.	0	8	0	0	0	0	0	0	0	0	0	0	20
1.7	Develop and submit FRA's Notice of Intent for Quiet Zone. This document will be sent out by SRF via certified mail to the FRA, KCS RR, and Texas DOT.	0	8	0	0	0	0	0	0	0	0	0	0	34





Legislation Details (With Text)

**File #:** 13-1512      **Version:** 1      **Name:** CD - MANSIONS PP CC  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 4/26/2013      **In control:** City Council  
**On agenda:** 5/6/2013      **Final action:**

**Title:** Consider the application of Woodbridge Properties, LLC for approval of a Preliminary Plat for Mansions at Sachse Addition, being a single 18.71-acre lot, generally located on the northwest side of SH78/KCRC Railroad, approximately 200 feet north of Ranch Road.

**Executive Summary**

The applicant is requesting to plat an approximately 18.71-acre tract into a single individual lot for use as a multifamily development.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [CD - MANSIONS PP CC - EXHIBIT A.pdf](#)  
[CD - MANSIONS PP CC - ATTACHMENT 1.pdf](#)

Date	Ver.	Action By	Action	Result
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**Title**

Consider the application of Woodbridge Properties, LLC for approval of a Preliminary Plat for Mansions at Sachse Addition, being a single 18.71-acre lot, generally located on the northwest side of SH78/KCRC Railroad, approximately 200 feet north of Ranch Road.

*Executive Summary*

*The applicant is requesting to plat an approximately 18.71-acre tract into a single individual lot for use as a multifamily development.*

**Background**

The 18.71-acre (approximately 815,085 square feet) subject property is generally located on the northwest side of SH78/KCRC Railroad, approximately 200 feet north of Ranch Road. (See Attachment 1 - Location Map).

The subject property retains a zoning designation of PD-19, which was amended on December 3, 2012 to permit modifications to the Development Regulations contained with the Planned Development Ordinance.

A Tree Survey was not required as part of this request due to regulations being superseded in the original adopted Planned Development Ordinance (Ord. No. 1916).

Planning and Zoning Commission voted 5-0 to approve the Preliminary Plat at their April 22, 2013 meeting.

### Policy Considerations

The applicant is proposing to plat the subject property into one individual lot, which would solely be utilized for a proposed multifamily development consisting of a maximum of 388 multifamily units. See Exhibit A for a copy of the Preliminary Plat.

The proposed subdivision will have three access points from the newly constructed Cody Lane:

- 1) Main access directly across from Canyon Crest Drive. This access will contain one entry lane and two exit lanes, with one of the exit lanes being a dedicated left turn lane
- 2) Emergency access only at the southernmost section of the site.
- 3) Exit only for residents and full emergency access at the northernmost section of the site.

The site will have controlled access via a gate system; however City emergency personnel (e.g., Fire and Police Departments) will have full access via all three access points for the site. Internally, there will be a dedicated Fire Lane circulating throughout the site to provide access to all structures on-site. Additionally, a utility easement will be located within the site to allow for the placement of sanitary sewer, water, and stormwater infrastructure. At this time the developer is proposing a portion of the water service to be a private water line to be maintained by the Property Owner Association; a note reflecting this intent is included on the face of the Preliminary Plat.

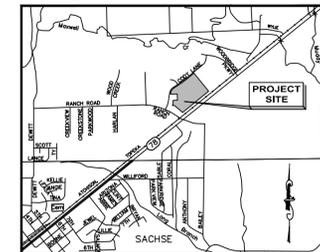
The proposed Preliminary Plat meets the standards of the City of Sachse Code of Ordinances and is designed in accordance with the zoning of the property. The Preliminary Plat has been reviewed by the City Engineer and has been found to be in compliance with the City of Sachse Code of Ordinances.

### Budgetary Considerations

None.

### Staff Recommendations

Staff recommends approval of a Preliminary Plat for Mansions at Sachse Addition, being a single 18.71-acre lot, generally located on the northwest side of SH78/KCRC Railroad, approximately 200 feet north of Ranch Road, as a Consent Agenda Item.



LOCATION MAP  
N.T.S.

LEGEND

64.3	EXISTING CONTOUR
⊙	NUMBER OF PARKING SPACES
⊕	FIRE HYDRANT
⊙	TREE TO REMAIN
FAUE	FIRE LANE, ACCESS & UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
WE	WATER EASEMENT
DE	DRAINAGE EASEMENT
R	RADIUS
TYP	TYPICAL
EX	EXISTING
BFR	BARRIER FREE RAMP
BL	BUILDING LINE
LS	LANDSCAPE BUFFER
X' SW	X' WIDE SIDE WALK
B-B	BACK OF CURB TO BACK OF CURB
F-F	FACE OF CURB TO FACE OF CURB
CI	CURB INLET
AD	AREA DRAIN
FV	FLUSH VALVE

NOTES

- SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY SUBDIVISION ORDINANCE AND STATE OF TEXAS STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING CERTIFICATES.
- PRELIMINARY PLAT - FOR INSPECTION PURPOSES ONLY AND IN NOW WAY OFFICIAL OR APPROVED FOR RECORD PURPOSES.

APPROVED FOR PREPARATION OF FINAL PLAT

MAYOR, CITY OF SACHSE  
DATE

CITY SECRETARY  
DATE

LEGAL DESCRIPTION

BEING a tract of land situated in the H.J. Hardin Survey, Abstract No. 438, 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 more particularly described as follows:

**BEGINNING** at a point in the Northwest right-of-way line of the Kansas City Railway Company Railroad (a 100-foot wide right-of-way) at the Southwest 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;

**THENCE** with said Northwest right-of-way line, South 52 degrees 18 minutes 44 seconds West, a distance of 1094.86 feet to the Southeast corner of Lot 2, Block 1, Woodbridge Commons Phase 1, an Addition to the City of Sachse, Texas according to the Plat recorded in Instrument No. 20111007010002010, Official Public Records of Collin County, Texas;

**THENCE** departing said Northwest right-of-way line and with the Northeast line of said Lot 2, Block 1, the following courses and distances: North 48 degrees 34 minutes 18 seconds West, a distance of 351.49 feet to a point for corner; North 88 degrees 49 minutes 06 seconds West, a distance of 69.69 feet to the Southernmost 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 East line of said Lot 1, Block 1, D/FW East ASR Tower Site, the following courses and distances: North 29 degrees 56 minutes 30 seconds East, a distance of 60.45 feet to a point for corner; North 0 degrees 03 minutes 30 seconds West, a distance of 114.07 feet to a point for corner; North 89 degrees 56 minutes 30 seconds East, a distance of 140.00 feet to a point for corner; North 0 degrees 03 minutes 30 seconds West, a distance of 205.00 feet to the Northeast corner of said Lot 1, Block 1, D/FW East ASR Tower Site;

**THENCE** with the North line of said Lot 1, Block 1, D/FW East ASR Tower Site, South 89 degrees 56 minutes 30 seconds West, a distance of 220.76 feet to a point for corner;

**THENCE** North 10 degrees 18 minutes 47 seconds East, a distance of 30.12 feet to a point in the proposed South right-of-way line of Cody Lane, at the beginning of a tangent curve to the right having a central angle of 46 degrees 58 minutes 50 seconds, a radius of 245.00 feet, a chord bearing and distance of North 33 degrees 48 minutes 12 seconds East, 195.31 feet;

**THENCE** with said proposed South right-of-way line of Cody Lane, the following courses and distances: In a Northeasterly direction, with said curve to the right, an arc distance of 200.89 feet to a point at the end of said curve; North 57 degrees 17 minutes 37 seconds East, a distance of 331.10 feet to a point at the beginning of a tangent curve to the left having a central angle of 5 degrees 00 minutes 00 seconds, a radius of 2030.00 feet, an arc distance of 177.15 feet to a point at the end of said curve; North 52 degrees 17 minutes 37 seconds East, a distance of 314.13 feet to the Northwest corner of said Lot 1, Block 1, Woodbridge Commons, Phase Two;

**THENCE** with the West line of said Lot 1, Block 1, Woodbridge Commons, Phase Two, South 37 degrees 42 minutes 23 seconds East, a distance of 759.76 feet to the POINT OF BEGINNING and containing 18.712 acres or 815,085 square feet of land.

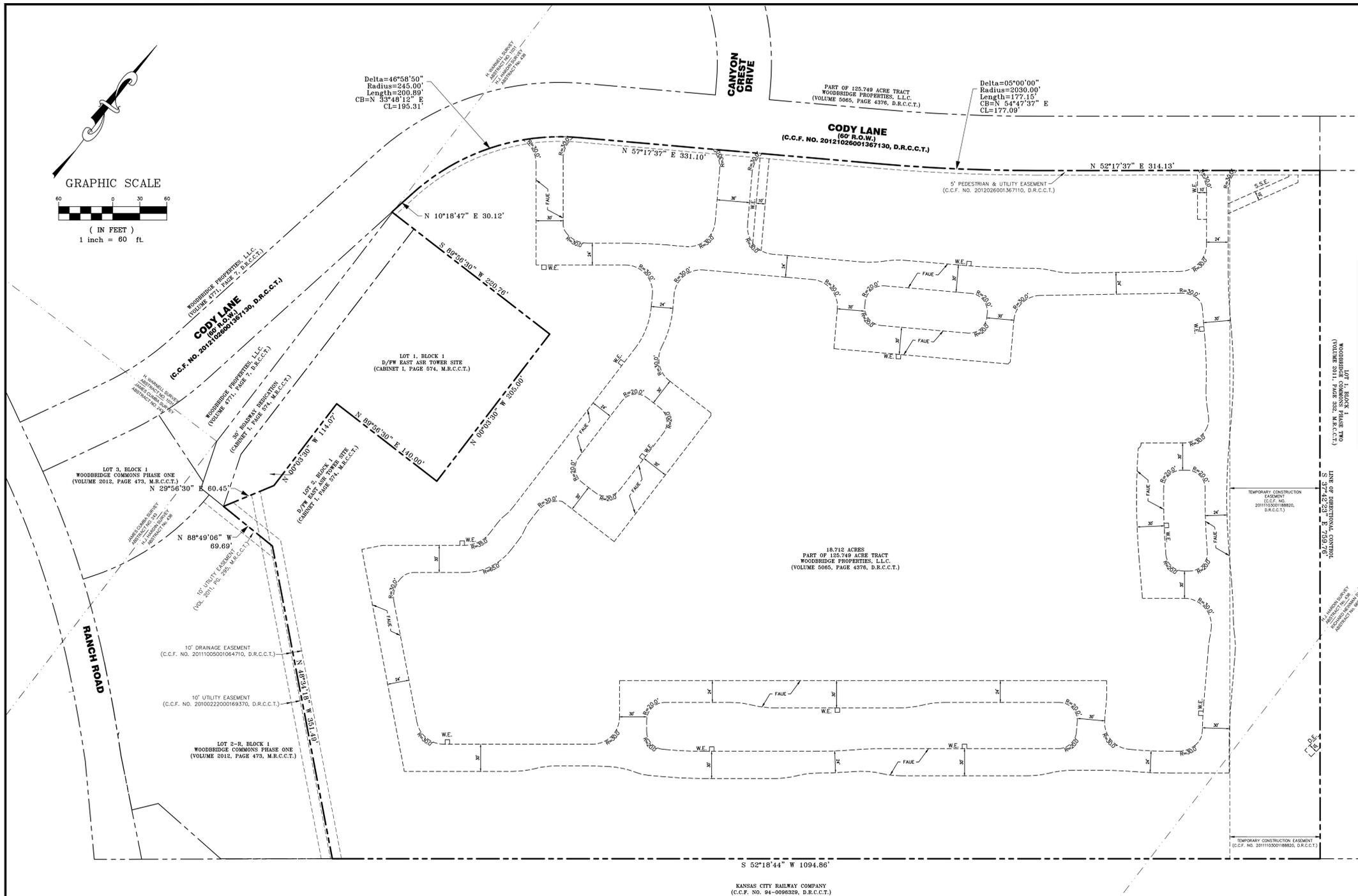
**PRELIMINARY**  
FOR REVIEW ONLY  
Not for Construction or Permit Purposes  
RKM & Associates, Inc.  
Firm No. 12775  
Engineer ROBERT K. MANAOIS  
P.E. No. 86508 Date 04/18/13

**PRELIMINARY PLAT**  
FOR  
**MANSIONS AT SACHSE**  
**LOT 1, BLOCK A**  
ZONED PD-19, ORD. NO. 3439  
BEING 18.71± ACRES (815,085± SF)  
OUT OF  
H.J. HARDIN SURVEY  
ABSTRACT NO. 438  
CITY OF SACHSE, COLLIN COUNTY, TEXAS

PRELIMINARY PLAT

MANSIONS AT SACHSE  
CITY OF SACHSE, TEXAS

<b>RKM</b>		RKM & Associates, Inc. 1700 Alma Drive, Suite 227 Plano, Texas 75075 Copyright © 2013 Firm No. 1-12775		phone (469) 361-1416 fax (469) 361-2485	
CHECKED	DESIGN	DRAWN	JOB	DATE	SCALE
RKM	RKM	JAL	1026-016	04/18/13	1"=60'
					SHEET
					<b>1</b>
					OF 1



**STATE HIGHWAY NO. 78**  
(131' R.O.W.)  
(C.C.F. NO. 95-0064148, D.R.C.C.T.)  
(C.C.F. NO. 95-0064148, D.R.C.C.T.)

KANSAS CITY RAILWAY COMPANY  
(C.C.F. NO. 94-0096329, D.R.C.C.T.)

NOTE:

1. ANY PRIVATE WATER LINES THAT ARE PERMITTED TO BE PRIVATE FACILITIES BY THE CITY ENGINEER SHALL BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION.

FLOOD STATEMENT

BY GRAPHIC PLOTTING ONLY, THE PROPERTY DESCRIBED HEREON LIES IN ZONE 'X'. AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN, AS INDICATED ON DOCUMENTS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ENTITLED "FLOOD INSURANCE RATE MAP, FOR DALLAS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO. 4813C0230J, MAP REVISED DATE, AUGUST 23, 2001. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

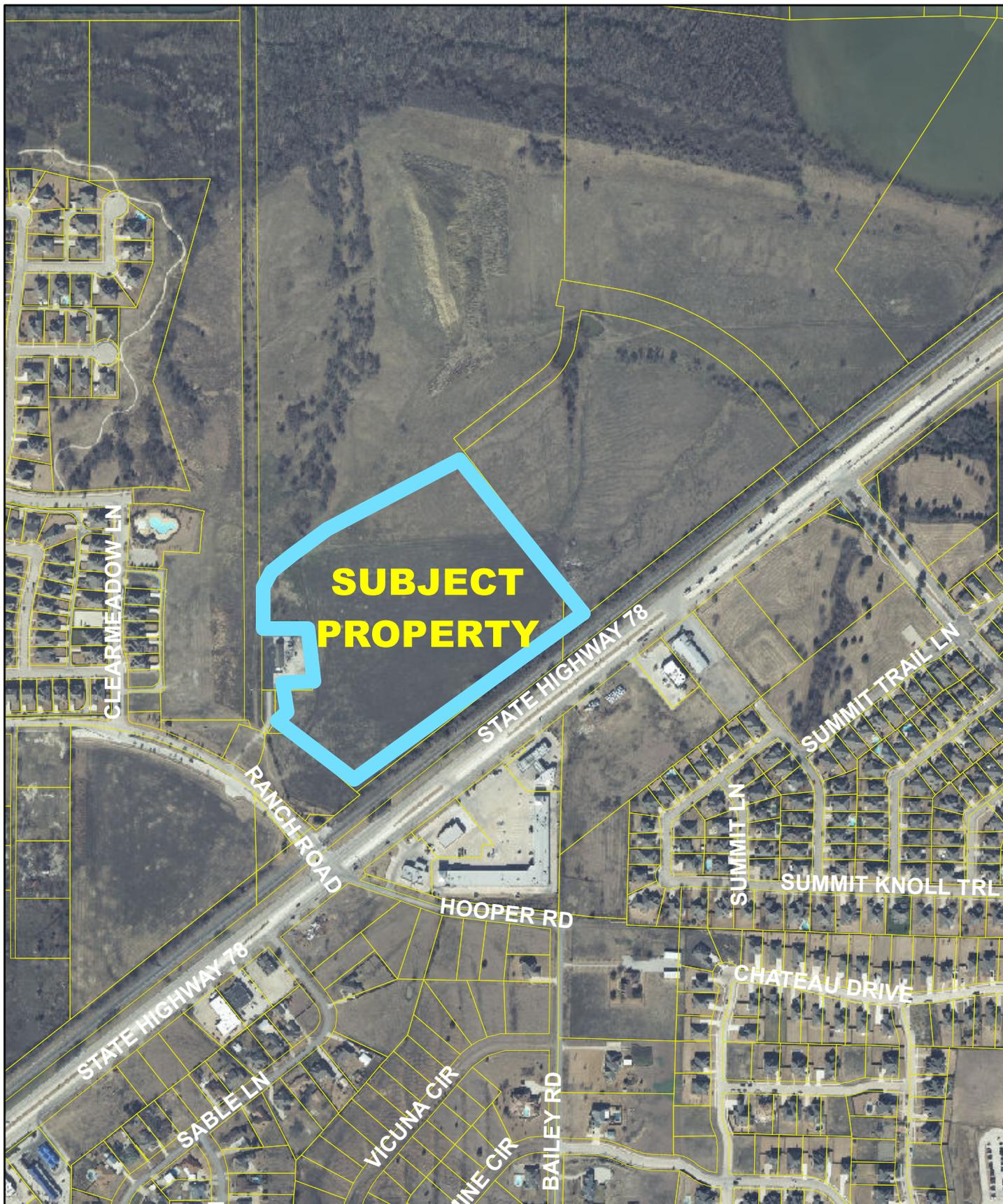
**OWNER:**  
WOODBRIDGE PROPERTIES, L.L.C.  
800 E. CAMPBELL ROAD, SUITE 130  
RICHARDSON, TEXAS 75081  
214-348-1300 x12  
DON HERZOG

**ENGINEER:**  
RKM & ASSOCIATES, INC.  
1700 ALMA DRIVE, SUITE 227  
PLANO, TEXAS 75075  
(469) 361-1416 PH  
ROBERT K. MANAOIS, P.E.

**APPLICANT:**  
WESTERN RIM INVESTMENT ADVISORS  
2505 N. STATE HIGHWAY 360, SUITE 800  
GRAND PRAIRIE, TEXAS 75050  
(972) 471-8700 PH  
MATT HILES

**SURVEYOR:**  
SURVEY CONSULTANTS, INC.  
811 E. PLANO PARKWAY, SUITE 117  
PLANO, TEXAS 75074  
(972) 424-7002 PH  
DOUGLAS S. LOOMIS, R.P.L.S.

DATE	SUBMITTAL TYPE
04/04/2013	1ST SUBMITTAL - PRELIMINARY PLAT
04/18/2013	2ND SUBMITTAL - PRELIMINARY PLAT



**AERIAL LOCATION MAP**

*Mansions at Sachse Addition  
Preliminary Plat (P13-06)  
Map Created: April 18, 2013*



## Legislation Details (With Text)

**File #:** 13-1513      **Version:** 1      **Name:** CD - BARNYARD GATE PP CC  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 4/26/2013      **In control:** City Council  
**On agenda:** 5/6/2013      **Final action:**  
**Title:** Consider the application of Mr. James Becker for approval of a Preliminary Plat for Barnyard Gate Daycare Addition, being a single 2.751-acre lot, generally located on the north side of Bunker Hill Road, approximately 625 feet south of State Highway 78.

### Executive Summary

The applicant is requesting to plat an approximately 2.751-acre tract into a single individual lot.

### Sponsors:

### Indexes:

### Code sections:

- Attachments:** [CD - BARNYARD GATE PP CC - EXHIBIT A.pdf](#)  
[CD - BARNYARD GATE PP CC - ATTACHMENT 1.pdf](#)  
[CD - BARNYARD GATE PP CC - ATTACHMENT 2.pdf](#)

Date	Ver.	Action By	Action	Result
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### Title

Consider the application of Mr. James Becker for approval of a Preliminary Plat for Barnyard Gate Daycare Addition, being a single 2.751-acre lot, generally located on the north side of Bunker Hill Road, approximately 625 feet south of State Highway 78.

### Executive Summary

*The applicant is requesting to plat an approximately 2.751-acre tract into a single individual lot.*

### Background

The 2.751-acre (approximately 119,833 square feet) subject property is generally located on the north side of Bunker Hill Road, approximately 625 feet south of State Highway 78. (See Attachment 1 - Location Map).

A Special Use Permit (SUP) rezoning request was approved for a portion of this property on December 3, 2012, to allow a Preschool or Childcare Center Use (See Attachment 2 for a copy of the Site Plan included with the SUP approval).

A Tree Survey and corresponding mitigation plan has been approved by City Staff.

### Policy Considerations

The applicant is proposing to plat the subject property into one individual lot, which would

solely be utilized for a proposed daycare center. See Exhibit A for a copy of the Preliminary Plat.

The proposed subdivision will have two access points from Bunker Hill Road. The main access will align with an existing median cut directly across from the terminus of McClary Street. The second access point at the northern end of the property will solely be a means of egress and be limited to right-turn upon exit.

The proposed Preliminary Plat meets the standards of the City of Sachse Code of Ordinances and is designed in accordance with the zoning of the property. The Preliminary Plat has been reviewed by the City Engineer and has been found to be in compliance with the City of Sachse Code of Ordinances.

Planning and Zoning Commission voted 5-0 to approve the Preliminary Plat at their April 22, 2013 meeting.

Budgetary Considerations  
None.

#### Staff Recommendations

Staff recommends approval of a Preliminary Plat for Barnyard Gate Daycare Addition, being a single 2.751-acre lot, generally located on the north side of Bunker Hill Road, approximately 625 feet south of State Highway 78, as a Consent Agenda Item.

OWNER'S CERTIFICATE

STATE OF TEXAS  
 COUNTY OF DALLAS

WHEREAS, JAMES E. BECKER is the owner of a tract of land situated in the Elizabeth Sachse Survey, Abstract No. 1324, City of Sachse, Dallas County, Texas and being a portion of that certain tract of land conveyed to James E. Becker by Special Warranty Deed recorded in Volume 93081, Page 1515, Deed Records, Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 iron rod set with yellow cap stamped "JL LANE RPLS 2509" for corner in the Northeast ROW line of Bunker Hill Road (a variable ROW), said iron rod also being North 52 degrees 03 minutes 48 seconds East, a distance of 10.00 feet from the West corner of said Becker tract and the South corner of Lot 4, Block A, Oak Grove Plaza, recorded in Volume 2003041, Page 69, Map Records, Dallas County, Texas;

THENCE: North 52 degrees 03 minutes 48 seconds East, along the common line of said Becker tract and said Lot 4, Block A, a distance of 269.73 feet to a 1/2 inch iron rod found for corner at the North corner of said Becker tract and a West corner of Lot 5 of said Block A, Oak Grove Plaza;

THENCE: South 37 degrees 43 minutes 44 seconds East, along the common line of said Becker tract and said Lot 5, Block A, at a distance of 119.86 feet passing a 1/2 inch iron found at the South corner of said Lot 5 and the West corner of Lot 11 of said Block A, Oak Grove Plaza, continuing along the common line of said Becker tract and said Lot 11, a total distance of 508.20 feet to a 1/2 inch iron rod set with yellow cap stamped "JL LANE RPLS 2509" for corner in the Northwest line of a tract of land conveyed to Douglas C. Yates by Deed recorded in Volume 93204, Page 826, Deed Records, Dallas County, Texas, said iron rod also being at the East corner of said Becker tract;

THENCE: South 52 degrees 06 minutes 58 seconds West, along the common line of said Becker tract and said Yates tract, a distance of 204.79 feet to a 1/2 inch iron rod set with yellow cap stamped "JL LANE RPLS 2509" for corner in the Northeast ROW line of Bunker Hill Road;

THENCE: North 44 degrees 40 minutes 38 seconds West, along the Northeast ROW line of Bunker Hill Road, a distance of 460.77 feet to a 1/2 inch iron rod set with yellow cap stamped "JL LANE RPLS 2509" at the beginning of a curve to the left, having a central angle of 05 degrees 06 minutes 31 seconds, a radius of 574.74 feet and a chord bearing North 48 degrees 03 minutes 54 seconds West, a distance of 51.22 feet;

THENCE: Northwestly, along said curve to the left and along the Northeast ROW line of Bunker Hill Road, having an arc length of 51.25 feet to the PLACE OF BEGINNING and containing 119,833 square feet or 2.751 acres of land.

"PRELIMINARY PLAT— FOR INSPECTION PURPOSES ONLY AND IN NO WAY OFFICIAL OR APPROVED FOR RECORD PURPOSES. APPROVED FOR PREPARATION OF FINAL PLAT"

Attest By: \_\_\_\_\_  
 Mayor, City of Sachse

Attest By: \_\_\_\_\_  
 City Secretary, City of Sachse

Flood Note:  
 Said described property is located within an area having a Zone Designation of "X" by the Secretary of Housing and Urban Development, on Flood Insurance Rate Map No. 48113C230J, with a date of identification of August 23, 2001, for Community No. 480186, in Dallas County, State of Texas, which is the Flood Insurance Rate Map for the community in which said premises is situated.

OWNER:  
 JAMES E. BECKER  
 CO/ RICHARD SIMPSON  
 4416 MERRIT ROAD  
 SACHSE, TEXAS 75048

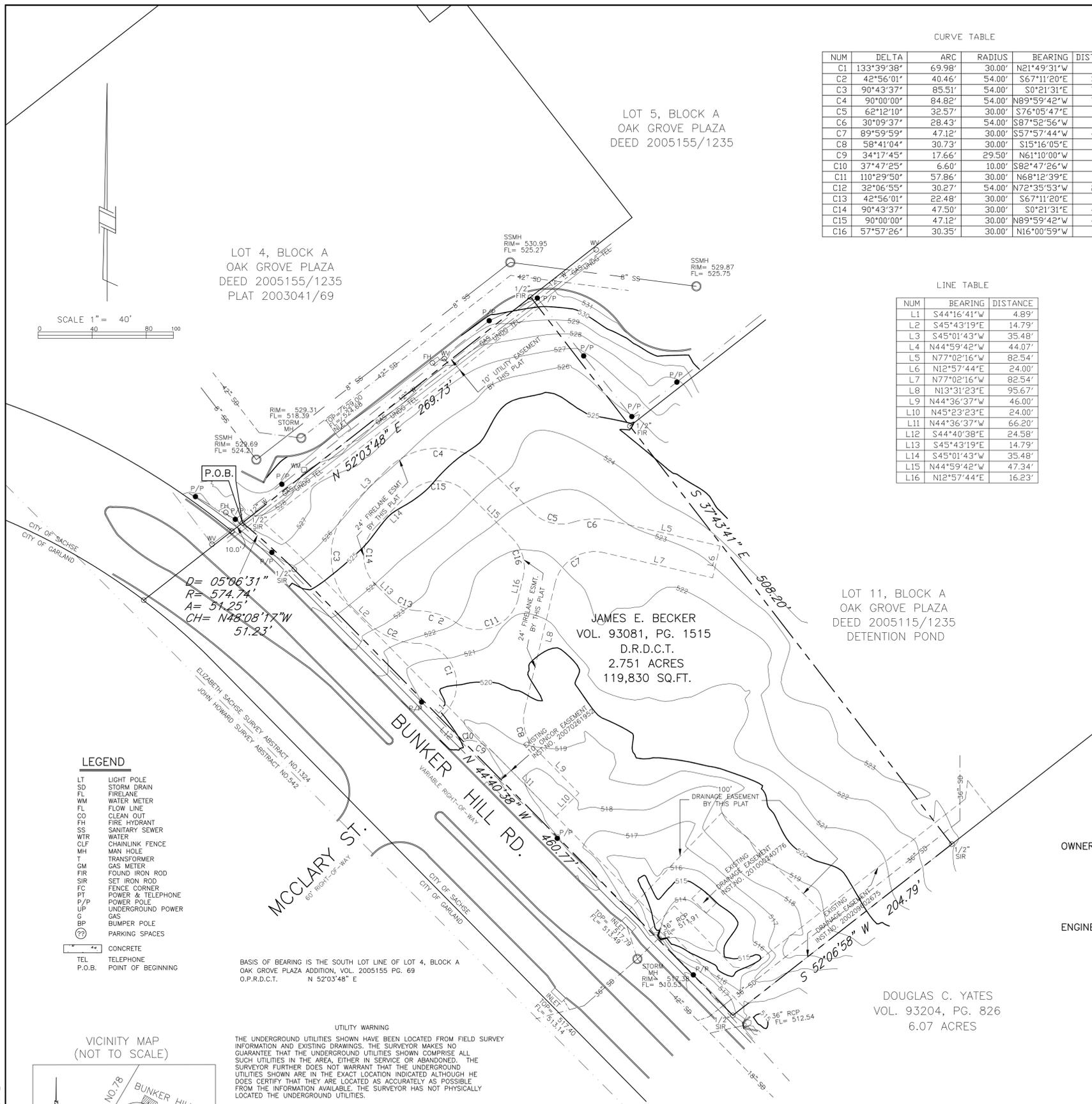
ENGINEER:  
 MONK CONSULTING ENGINEERS, INC  
 1200 W. STATE STREET  
 GARLAND, TEXAS 75040

CURVE TABLE

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	133°39'38"	69.98'	30.00'	N21°49'31"W	55.16'
C2	42°56'01"	40.46'	54.00'	S67°11'20"E	39.52'
C3	90°43'37"	85.51'	54.00'	S0°21'31"E	76.85'
C4	90°00'00"	84.82'	54.00'	N89°59'42"W	76.37'
C5	62°12'10"	32.57'	30.00'	S76°05'47"E	30.99'
C6	30°09'37"	28.43'	54.00'	S87°52'56"W	28.10'
C7	89°59'59"	47.12'	30.00'	S57°57'44"W	42.43'
C8	58°41'04"	30.73'	30.00'	S15°16'05"E	29.40'
C9	34°17'45"	17.66'	29.50'	N61°10'00"W	17.39'
C10	37°47'25"	6.60'	10.00'	S82°47'26"W	6.48'
C11	110°29'50"	57.86'	30.00'	N68°12'39"E	49.30'
C12	32°06'55"	30.27'	54.00'	N72°35'53"W	29.87'
C13	42°56'01"	22.48'	30.00'	S67°11'20"E	21.96'
C14	90°43'37"	47.50'	30.00'	S0°21'31"E	42.69'
C15	90°00'00"	47.12'	30.00'	N89°59'42"W	42.43'
C16	57°57'26"	30.35'	30.00'	N16°00'59"W	29.07'

LINE TABLE

NUM	BEARING	DISTANCE
L1	S44°16'41"W	4.89'
L2	S45°43'19"E	14.79'
L3	S45°01'43"W	35.48'
L4	N44°59'42"W	44.07'
L5	N77°02'16"W	82.54'
L6	N12°57'44"E	24.00'
L7	N77°02'16"W	82.54'
L8	N13°31'23"E	95.67'
L9	N44°36'37"W	46.00'
L10	N45°23'23"E	24.00'
L11	N44°36'37"W	66.20'
L12	S44°40'38"E	24.58'
L13	S45°43'19"E	14.79'
L14	S45°01'43"W	35.48'
L15	N44°59'42"W	47.34'
L16	N12°57'44"E	16.23'



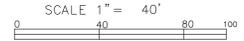
LOT 4, BLOCK A  
 OAK GROVE PLAZA  
 DEED 2005155/1235  
 PLAT 2003041/69

LOT 5, BLOCK A  
 OAK GROVE PLAZA  
 DEED 2005155/1235

LOT 11, BLOCK A  
 OAK GROVE PLAZA  
 DEED 2005115/1235  
 DETENTION POND

JAMES E. BECKER  
 VOL. 93081, PG. 1515  
 D.R.D.C.T.  
 2.751 ACRES  
 119,830 SQ.FT.

DOUGLAS C. YATES  
 VOL. 93204, PG. 826  
 6.07 ACRES



**LEGEND**

- LT LIGHT POLE
- SD STORM DRAIN
- FL FIRELANE
- WM WATER METER
- FL FLOW LINE
- CO CLEAN OUT
- FH FIRE HYDRANT
- SS SANITARY SEWER
- WTR WATER
- CLF CHAINLINK FENCE
- MH MAN HOLE
- T TRANSFORMER
- GM GAS METER
- FIR FOUND IRON ROD
- SIR SET IRON ROD
- FC FENCE CORNER
- PT POWER & TELEPHONE
- P/P POWER POLE
- UP UNDERGROUND POWER
- G GAS
- BP BUMPER POLE
- Ⓟ PARKING SPACES

BASIS OF BEARING IS THE SOUTH LOT LINE OF LOT 4, BLOCK A  
 OAK GROVE PLAZA ADDITION, VOL. 2005155 PG. 69  
 O.P.R.D.C.T. N 52°03'48" E

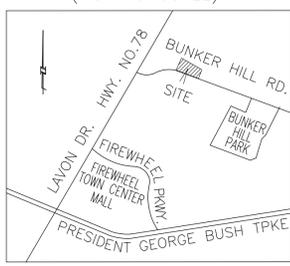
**UTILITY WARNING**

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

NOTE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY SUBDIVISION ORDINANCE AND STATE OF TEXAS STATUTES AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING CERTIFICATES.

SURVEYOR:  
 LANE'S SOUTHWEST SURVEYING INC.  
 2717 MOTLEY DR, SUITE B  
 MESQUITE, TEXAS 75150 - 3812  
 PHONE (972) 681-4442 FAX 681-4829  
 CONTACT: JIM L. LANE

**VICINITY MAP (NOT TO SCALE)**



REVISIONS


PRELIMINARY PLAT  
**BARNYARD GATE DAYCARE ADDITION**  
 2.751 ACRES  
 119,833 SQ.FT.  
 OF THE ELIZABETH SACHSE SURVEY, ABSTRACT NO. 1324  
 CITY OF SACHSE, DALLAS COUNTY, TX

DATE: MARCH 27, 2013

FILE No. RP-908



**AERIAL LOCATION MAP**

*Barnyard Gate Daycare Addition  
Preliminary Plat (P13-08)  
Map Created: April 18, 2013*

- NOTES:**
- 1) ALL WORK IN PUBLIC RIGHT-OF-WAY SHALL CONFORM TO CITY OF SACHSE STANDARDS AND DETAILS
  - 2) SEWER SHALL BE PUMPED BY PRIVATE LIFT STATION TO A POINT THAT CAN FLOW IN THE MAIN NEAR KROGERS

**SITE DATA FOR DAYCARE:**

LOT AREA:  
122,089 sq.ft., 2.751 Acres

PROPOSED USE:  
Day Care

LOT COVERAGE:  
10.2%

FLOOR TO AREA RATIO:  
.10:1

BUILDING AREA:  
12,500 sq.ft.

BUILDING HEIGHT:  
28.0' (One Story)

BUILDING SETBACKS:  
FRONT: 25'  
REAR & SIDES: 10'

IMPERVIOUS AREA (including buildings):  
49,538 sq.ft.

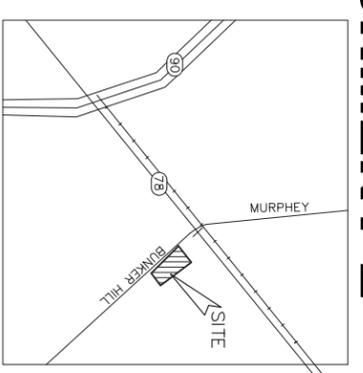
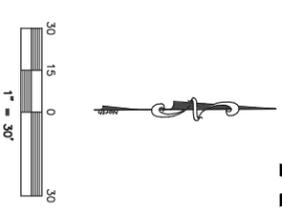
**ZONING:**  
Existing: Commercial 2 (C-2)  
Proposed: Special Use Permit (SUP)

**PARKING:**  
Parking Required = 30 (1 space/10 students, 295/10)  
Parking Provided = 31  
Handicapped Provided = 2  
Total Provided = 33

**LANDSCAPE:**  
Landscape Area Required: 12,209 sq.ft. (10% of sq.ft.)  
Landscape Area Provided: 72,551 sq.ft.

\*THERE ARE NO EXISTING BUILDINGS ON THIS SITE

\*\*PRIOR TO THE BEGINNING OF ANY CONSTRUCTION OR CONSTRUCTION STAKING, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO CONTACT THE CIVIL ENGINEER TO ENSURE THAT ALL PARTIES ARE IN POSSESSION OF THE MOST CURRENT SET OF CONSTRUCTION DOCUMENTS.



**LEGEND**

- = PROPERTY LINE
- - - - - = EXISTING
- = EASEMENT
- LS = LANDSCAPE
- BC = BACK OF CURB
- B-B = BACK OF CURB TO BACK OF CURB
- ℙ = PROPERTY LINE
- ℄ = CENTERLINE
- EX. W— = EX. WATER LINE
- EX. SS— = EX. SANITARY SEWER LINE
- ⊙ = EX. SS MANHOLE
- ⊕ = EX. WATER VALVE
- ⊕ = EX. POWER POLE
- ⊕ = EX. TELEPHONE BOX
- ⊕ = EX. FIRE HYDRANT
- ⊕ = PROPOSED FIRE HYDRANT
- [ ] = PROPOSED FIRELANE
- [ ] = PROPOSED SIDEWALK

ONLY DRAWINGS STAMPED "RELEASED FOR CONSTRUCTION" BY THE CITY OF SACHSE TO BE USED FOR CONSTRUCTION.



**NOTE:**  
THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING THE LOCATION OF ALL EXISTING UTILITIES AND EASEMENTS PRIOR TO START OF OPERATIONS. CONTRACTOR WILL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO STARTING THE WORK. EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY BOTH THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND FACILITIES PRIOR TO START OF CONSTRUCTION. TAKE THE NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION.

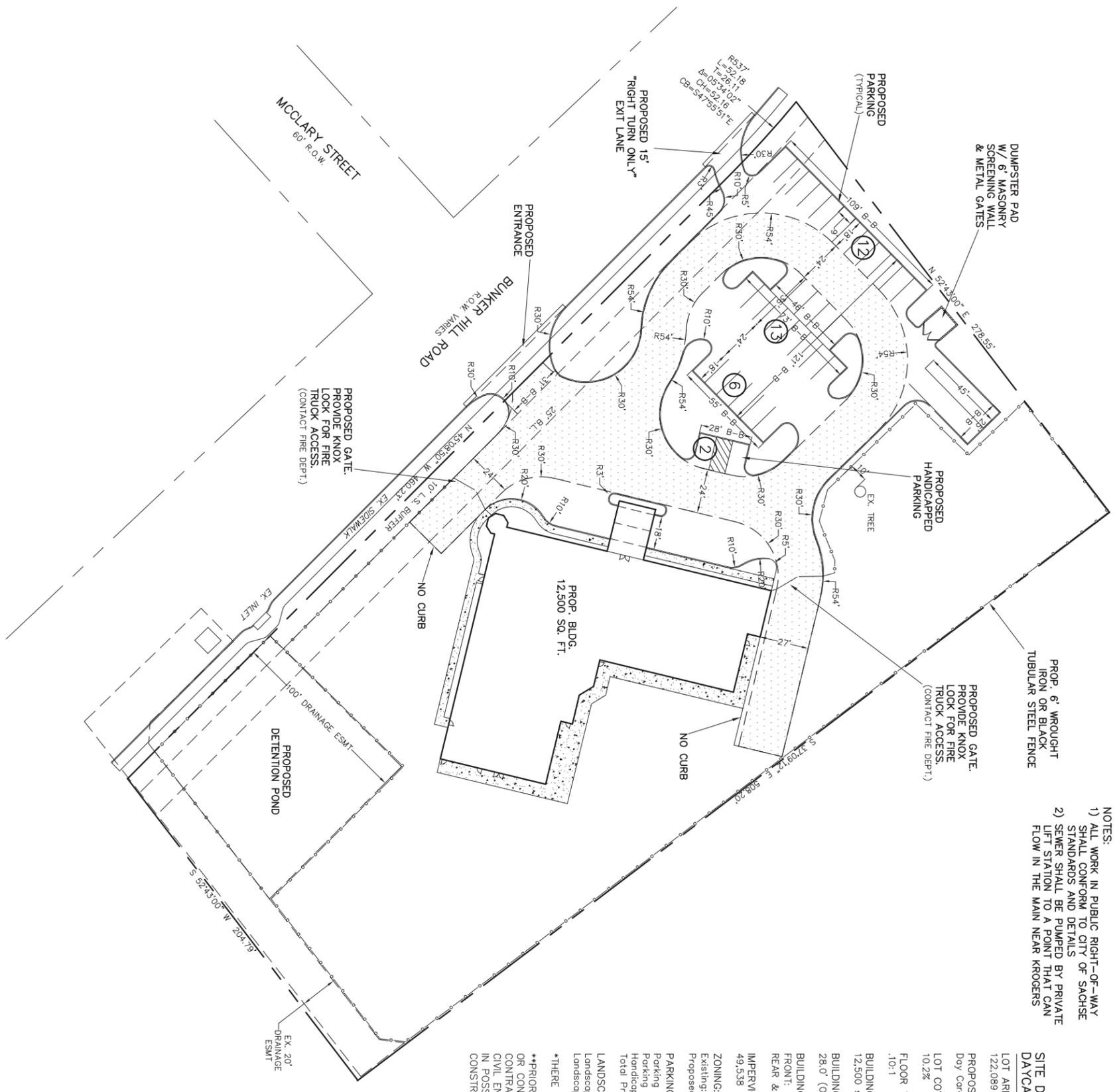
**SUP SITE PLAN**  
**BARNEYARD GATE DAYCARE**

Tract of land situated in the Elizabeth Soache Survey, Abstract No. 1324, 2.751 Acres  
City of Sachse, Dallas County, Texas

developer:  
Richard Simpson  
4416 Merril Road, Sachse, Texas 75048  
214 232-6760  
detailed by

**MONK CONSULTING ENGINEERS**  
1200 W. State Street, Garland Texas 75040  
972 272-1763 Fax 972 272-9761

PROJECT NO.: 2013-03  
REG NO.: F-2667  
©2013 by Monk Consulting Engineers, Inc. All Rights Reserved.  
date: 3/5/13 scale: 1" = 30' sheet: C101





## Legislation Details (With Text)

**File #:** 13-1504      **Version:** 1      **Name:** Recognition of Bill Alexander's service to the City.  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 4/17/2013      **In control:** City Council  
**On agenda:** 5/6/2013      **Final action:**  
**Title:** Recognition of Bill Alexander's service to the City.

### Executive Summary

Bill Alexander has resigned his seat on the Planning & Zoning Commission and this item is to recognize his service to the City.

### Sponsors:

### Indexes:

### Code sections:

**Attachments:** [B. Alexander Certificate. Appreciation.pdf](#)

Date	Ver.	Action By	Action	Result
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### Title

Recognition of Bill Alexander's service to the City.

### *Executive Summary*

*Bill Alexander has resigned his seat on the Planning & Zoning Commission and this item is to recognize his service to the City.*

### Background

Bill has served recently on the Planning & Zoning commission. Staff will have a plaque of appreciation to present to him. Please see attached.

### Policy Considerations

None.

### Budgetary Considerations

None.

### Staff Recommendations

Recognize Bill Alexander's service to the City.



# **CERTIFICATE OF APPRECIATION**

IN THE NAME AND BY THE AUTHORITY

OF THE CITY OF SACHSE, TEXAS

is presented to

**Bill Alexander**

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

**Planning and Zoning Commission  
2013**

**PRESENTED BY:  
MAYOR, CITY COUNCIL AND STAFF  
OF THE CITY OF SACHSE, TEXAS  
MAY 6, 2013**



Legislation Details (With Text)

**File #:** 13-1515      **Version:** 1      **Name:** Recognize Employees for Their Service to the City of Sachse

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

**File created:** 4/26/2013      **In control:** City Council

**On agenda:** 5/6/2013      **Final action:**

**Title:** Recognize employees for their service to the City of Sachse.

**Executive Summary**  
Each quarter the City Council recognizes the Employee of the Quarter and employees with 5, 10, 15, 20, and 25 year service anniversaries.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

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

*Executive Summary*  
*Each quarter the City Council recognizes the Employee of the Quarter and employees with 5, 10, 15, 20, and 25 year service anniversaries.*

**Background**

**5 Year Service Award**

**Gary Alexander, CAD Technician, Engineering**

Gary Alexander began working at the City of Sachse as a CAD Technician, but his contribution has far exceeded his job description. Not only does Gary provide drafting and GIS production for Engineering, Police, and Fire, he has also become in critical Construction Inspector, working with general and subcontractors constructing the utility and roadway improvements throughout our city.

**Mary Bodine, Animal Control**

Mary captures the heart and spirit of the Animal Shelter. She is devoted tot he animals and their care and upkeep. Mary is one of the most dependable employees the city has.

**Katie Munson, Animal Control Officer**

Katie Munson is a passionate, caring, animal control professional, and the city is fortunate to have someone of her knowledge and abilities on staff. Katie helps make the Sachse Animal Shelter stand out among other similar facilities in our area of Texas.

### **Kyle Potraza, Fire Rescue Specialist**

Kyle's passion, enthusiasm, and knowledge make him a major asset to Sachse Fire Rescue. He holds an Intermediate Firefighter Certification from the Texas Commission on Fire Protection, and assists the department with computer issues. Kyle is also President of the Firefighter's Association.

### **10 Year Service Award**

#### **Marty Cassidy, Police Lieutenant**

Lieutenant Cassidy has performed every function in the police department throughout his career. Besides supervising the Criminal Investigation, Communications, and Records divisions, he is also responsible for IT issues and the Police fleet. Marty has great knowledge in many areas of Public Safety and serves the City well.

#### **Scott Hare, Police Officer**

Scott has taken over and improved every aspect of the Warrant Officer function at the Police Department. He has made more arrests, cleared more warrants and collected more fines than has occurred over recent years. Scott is a great asset to the Police Department.

#### **Jessy Frazier, Police Officer**

Sergeant Frazier is responsible for firearms training and qualification at the Police Department. More than that, however, he brings imagination and innovation to the PD by thinking outside the box, and the department is the better for it.

#### **Jody Krizan, Fire Rescue Specialist**

Jody has been a member of the Fire Department for over 16 years, including more than seven years as a volunteer. He also served as a part-time firefighter prior to becoming a Fire Rescue Specialist. Jody also holds a Master Peace Officer License from the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) and has lived in Sachse for 18 years.

### **Employee of the Quarter**

#### **Larry Underwood, Building Inspector**

Larry has exhibited professionalism through interactions with residents and contractors, treating them respectfully. He goes out of the way to find solutions to problems, and this approach is very much appreciated by those we serve. It is just as easy for a Building Inspector to approach inspections with a solution-oriented mindset as it is to just point out all the things that are wrong. Larry chooses the former approach rather than the latter, and has received kudos from his customers as a result. A recent customer stated they had pulled permits in over 30 cities around the metroplex, and many of them felt like they were in a battle with the city. "Here in Sachse, especially with Larry's performance on the Getha Lane project, we feel that when we work in Sachse we are working 'with' the city to build nice things for the residents."

**Policy Considerations**

None

**Budgetary Considerations**

None

**Staff Recommendations**

Staff recommends that presentations be made by Mayor Felix.



## Legislation Details (With Text)

**File #:** 13-1529      **Version:** 1      **Name:** Engineering Department Staff Briefing 2013  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 5/2/2013      **In control:** City Council  
**On agenda:** 5/6/2013      **Final action:**

**Title:** Staff Briefing: Engineering Department Update

Executive Summary  
City Engineer will update the Sachse City Council on the status of the Engineering Department.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Engineering Department Update Final 5-2-13 PDF](#)

Date	Ver.	Action By	Action	Result
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**Title**  
Staff Briefing: Engineering Department Update

*Executive Summary*  
City Engineer will update the Sachse City Council on the status of the Engineering Department.

**Background**  
City Engineer Greg Peters will provide a presentation on the current status and future goals of the Engineering Department.

**Policy Considerations**  
N/A

**Budgetary Considerations**  
N/A

**Staff Recommendations**  
No action is required for this item.



*City of*  
**Sachse**

**ENGINEERING**  
DEPARTMENT UPDATE

CITY COUNCIL MAY 6, 2013



**Overview**

- Current Staff & Responsibilities
- Capital Improvements
- Private Development
- City Standards
- Planning for the Future

CITY COUNCIL MAY 6, 2013



## Current Staff & Responsibilities

- **City Engineer**
  - Implementation & Management of the Capital Improvement Program
  - Private Development Coordination, Review, & Approval
  - Engineering Resource & Support for other City departments
  - Responsible for addressing citizen requests and concerns
- **Graduate Engineer**
  - CIP Plan Review
  - Private Development Plan Review
  - Provides Engineering Design for internal projects
- **CAD Technician**
  - Construction Inspector for public improvements
  - Maintains the City of Sachse GIS system
  - Provides CAD support for internal projects

CITY COUNCIL MAY 6, 2013



## Capital Improvements Update

- The Capital Improvement Program (CIP) is a schedule of public improvements to be constructed with resources available to finance the projected expenses. The projects consist of infrastructure improvements such as roadways, water and wastewater mains, and drainage.
- The City Council appropriates funding for the estimated expenditures related to the upcoming fiscal year, while approving conceptual funding allocation for future years.
- Funding sources include, but are not limited to:
  - Impact fees
  - City General fund
  - Bonds
  - County Funding (County CIP)
  - State and Federal Grants

CITY COUNCIL MAY 6, 2013



**Streets**  
2012-2013 CIP Projects

- Bunker Hill Road  
substantially complete  
RTR funding
- Ranch Road  
portions under construction  
partial Collin County funding
- Sachse Road  
preliminary design ongoing  
Dallas County Partnership
- Merritt Road – South  
construction beginning 5/13  
Dallas County partnership

CITY COUNCIL MAY 6, 2013



**Streets**  
2012-2013 CIP Projects

- Brookhollow Drive  
currently advertised for bid
- Haverhill Lane  
currently advertised for bid
- Boone Street Paving  
Project complete  
Dallas County Community Development Block Grant  
funding
- Woodbridge Parkway Extension  
estimated to go out for bid in June  
Collin County & City of Wylie partnership

CITY COUNCIL MAY 6, 2013



## Water

2012-2013 CIP Projects

- Pleasant Valley 12-inch Water Main  
currently advertised for bid

CITY COUNCIL MAY 6, 2013



## Sanitary Sewer

2012-2013 CIP Projects

- Bunker Hill Sanitary Sewer Upgrade  
design 90% complete
- Merritt Road & Sachse Road Lift Station Improvements  
design is 90% complete
- SE Lift Station Preliminary Design  
75% complete
- 3<sup>rd</sup> Sewer Connection to Garland Preliminary Design  
project began 5/1/13
- PGBT Force Main and Gravity Main Preliminary Design  
project to begin this month

CITY COUNCIL MAY 6, 2013



## Other Projects

2012-2013 CIP Projects

- Industrial Park Lighting  
in-house design and consultant electrical design underway
- SH 78 Lighting  
preliminary electrical design underway
- 5<sup>th</sup> Street Lighting  
preliminary electrical design underway
- Foxglove Drainage  
In-house design underway

CITY COUNCIL MAY 6, 2013



## Private Development

Active Construction Projects - Residential

- Heritage Park Phase II
- Richfield Estates Phase I
- Woodbridge Phase 17 & 18
- Jackson Hills Phase 3A-I
- Parkwood Ranch Phase II

Active Construction Projects – Commercial/Institutional

- Sachse Veterinary Hospital
- Glen Carr House of Sachse
- Northplace Church
- Cody Lane/Woodbridge Parkway

CITY COUNCIL MAY 6, 2013



## City Standards

### City Standard Construction Details

- Staff presented recommended revisions to City Council in March.
- Digital files for the Details and Notes were revised in April.
- Currently reviewing Subdivision and Zoning Ordinances for changes needed to ensure consistency.
- Expect to bring back to City Council for approval in June.

### City Design Manual

- City Staff currently assessing the need for a design manual related to public improvements, including:
  - Paving
  - Water & Sanitary Sewer
  - Drainage

CITY COUNCIL MAY 6, 2013



## Planning for the Future

### Private Development

- Continue to provide oversight in plan review process.
- Continue to assist Community Development in platting and zoning requests.
- Continue to provide oversight and review through inspection of public improvements related to private land development.

### Public Infrastructure

- Focus on improving the quality of life for Sachse residents through planning and implementation of the CIP.
- Continue to work with Public Works to address infrastructure needs.
- Provide planning and management of infrastructure related to the overall growth of the City.

CITY COUNCIL MAY 6, 2013



# Contact

Greg Peters, PE, LEED AP  
City Engineer  
469-429-4792  
[gpeters@cityofsachse.com](mailto:gpeters@cityofsachse.com)

CITY COUNCIL

MAY 6, 2013



Legislation Details (With Text)

<b>File #:</b>	13-1481	<b>Version:</b>	1	<b>Name:</b>	Creek Crossing Speed Hump
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	5/1/2013	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	5/6/2013	<b>Final action:</b>		<b>Final action:</b>	

**Title:** Consider a request for installation of one speed hump on Creek Crossing Drive, between Hickory Estates Drive and Royal Oak Estates Court in accordance with the City of Sachse Speed Hump Policy.

**Executive Summary**

The residents along a certain segment of Creek Crossing Drive have submitted the necessary petition to request the installation of one speed hump on Creek Crossing Drive between Hickory Estates Drive and Royal Oak Estates Court. The applicant has submitted the necessary paperwork, petition and is prepared to submit one-half of the cost of the speed hump installation in accordance with the City of Sachse Speed Hump Policy and is requesting City Council approval.

**Sponsors:**

**Indexes:**

**Code sections:**

- Attachments:**
- [Speed Hump Policy](#)
  - [Creek Crossing Citizen Petition PDF](#)
  - [Creek Crossing Speed Hump Policy Analysis PDF](#)
  - [Cost Estimate PDF](#)
  - [CREEK CROSSING PRESENTATION FINAL PDF](#)

Date	Ver.	Action By	Action	Result
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**Title**

Consider a request for installation of one speed hump on Creek Crossing Drive, between Hickory Estates Drive and Royal Oak Estates Court in accordance with the City of Sachse Speed Hump Policy.

*Executive Summary*

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**Background**

The City of Sachse Speed Hump Policy provides reasonable opportunities for property owners to participate in the process that leads to speed hump installation. The policy states that speed humps should only be installed to address documented speeding and cut through

traffic concerns after consideration of alternative traffic control measures such as proper speed limits and stop signage. The policy establishes eligibility requirements for the installation of speed humps, including:

- Speed humps will be installed only on streets with no more than one moving lane of traffic in each direction;
- A speed hump will not be located in front of a property if the owner objects;
- A minimum street or street segment length of 1,000 feet is required;
- The street must have adequate sight distances to safely accommodate the speed humps;
- The street must not have curves or grades that prevent safe placement of the speed humps;
- The street must be paved;
- The land uses on the street must be composed primarily of low density residential dwellings;
- Minimum distance between a proposed speed hump and a traffic signal or stop sign must be no less than 250 feet.

A petition for speed hump installation must be circulated among all property owners in the vicinity of the proposed speed humps. This area is required to extend three lots on either side of the speed humps. For the petition to be successful, at least 67% of the property owners within the petition area must favor the installation of speed humps. The citizens requesting the speed hump on Creek Crossing Drive have provided a petition signed by all homeowners within the petition area and no homeowners have objected to the installation. The proposed location of the speed hump is approximately 315 feet West of the intersection of Creek Crossing and Royal Oak Estates Court. This location has been investigated and meets the location criteria of the speed hump policy.

It is important to note that a previous request for a Speed Hump on Creek Crossing in this petition area was received by City Staff. At that time, the request did not meet the City of Sachse Speed Hump Policy due to limited sight stopping distance or vehicles. Sight stopping distance is calculated based upon vehicle speed. The speed limit at the time of the previous request was 30 miles per hour. The speed limit of this segment of Creek Crossing is now 20 miles per hour.

#### Policy Considerations

The proposed speed hump on Creek Crossing Drive meets the eligibility requirements for placement of speed humps from the City of Sachse Speed Hump Policy. The required petition has been submitted to the city and the funding requirements have been met by the residents.

#### Budgetary Considerations

The Speed Hump Policy states that speed humps will be installed on a 50/50 cost share with the requesting neighborhood. The residents making the request for the speed hump have provided one-half of the funds necessary for installation. The City of Sachse cost share is anticipated to be \$687.00 based upon an opinion of probable cost prepared by the City

Engineer with assistance from the Public Works Director.

**Staff Recommendations**

Staff recommends the City Council review to the request to install one speed hump on Creek Crossing Drive, and take action as necessary.

# **SPEED HUMP POLICY**

## **CITY OF SACHSE**

### **Introduction**

While proper transportation planning, subdivision layout and residential street design are the most effective methods of reducing residential traffic problems, these goals are not always achievable. In many cases, a successful traffic management program is dependent more on public participation and consensus building than on the particular traffic control technique used. The Institute of Transportation Engineers (ITE) has recognized the need for providing transportation professionals and community leaders with strategies and techniques for effectively reducing vehicle speeds and “cut through” traffic in residential neighborhoods. To address that need, the Institute has developed and published their Guidelines for the Design and Application of Speed Humps. A copy of the ITE document is attached to this policy. Refer to Appendix A and B for additional information on speed humps, their construction and installation.

Speed humps should only be installed to address documented speeding and “cut through” traffic concerns supported by proper traffic studies and after consideration of alternative traffic control measures (i.e. proper speed / stop signage). Proper installation will minimize driver frustration and encourage safe driving practices. Studies have shown that speed humps may tend to divert traffic to other streets. If the installation of speed humps is expected to create equal or greater traffic problems on other residential street(s), property owners on the affected street(s) will be notified of the proposed speed hump petition. NOTE: For purposes of this policy, each spouse is considered to be a property owner.

This policy provides reasonable opportunities for property owners most affected by the proposed speed humps to participate in the process that leads to speed hump installation. It also provides for the sharing of speed hump installation costs among the affected neighborhood property owners along with the City of Sachse.

### **Eligibility Requirements**

All of the eligibility requirements established in the ITE recommended guidelines, including the following requirements, shall apply in the consideration of speed hump installations:

- Speed humps will be installed only on streets with no more than one moving lane of traffic in each direction;
- A speed hump will not be located in front of a property if the owner objects;
- A minimum street or street segment length of 1,000 feet is required;
- The street must have adequate sight distances to safely accommodate the speed humps;

- The street must not have curves or grades that prevent safe placement of the speed humps. Speed humps may be placed on streets with curves and/or grades, but the speed humps must not be placed within a curve, or on a grade greater than 8% or their immediate approaches;
- The street must be paved. If there are no curbs, a special design must be used to prevent vehicle “run-arounds”;
- The land uses on the street where the speed humps are proposed must be composed primarily of low density residential dwellings;
- Minimum distance between a proposed speed hump and a traffic signal or stop sign must be no less than 250 feet;

To help in the decision making process, the City may ask the designated neighborhood contact or applicant to conduct a traffic speed survey. This survey will be designed to monitor traffic at various times of the day over a specific time period. Instructions, forms and equipment will be furnished by the City.

## Petition Requirements

A petition for speed hump installation must be circulated among all property owners within a defined area called the “petition area”. To be considered, the petition must be circulated such that 100% of the property owners within the petition area are given a reasonable opportunity to indicate whether FOR or AGAINST the installation of speed humps in their neighborhood. A designated contact person or applicant from the neighborhood will be responsible for collecting the required signatures and submitting the petition to the City.

For the petition to be successful, at least 67% of the property owners within the petition area must favor the installation of speed humps in their neighborhood. The Public Works Committee will provide information regarding the proximity of proposed speed hump locations on the subject street and a cost estimate to the applicant before the petition process begins. It is the responsibility of the applicant to obtain the support of the property owners in the petition area and, if required, to notify property owners on other affected streets as defined by the Public Works Committee. All signatures on the petition will be verified by the City based on tax rolls. An example copy of a Speed Hump Petition is shown in Appendix C.

## Petition Area

The petition area includes the entire length of the street segment most affected by the proposed speed humps. Typical petition area illustrations are shown in Appendix D. As defined earlier, a 1,000 foot street or street segment is a minimum requirement for consideration of speed hump installation. The minimum petition area shall include all the property owners lying in a multi-lot area immediately adjacent to the length of the petitioned street segment.

The minimum petition area, when practical, will be extended by at least 3 lots preceding the first speed hump location and 3 lots beyond the last speed hump location. The Public Works Committee will have

the responsibility of defining the petition area for a specific speed hump installation petition, but in no case, will it be less than the minimum petition area.

## Speed Hump Removal

The process for speed hump removal is similar to that of installation. To have speed humps removed, a petition must be circulated to all property owners in the original installation petition area. This information can be obtained from the City. The Public Works Committee will have the responsibility for modifying the petition area, if required. In order to be successful, the removal petition must be approved by 67% of the property owners within the petition area. Upon obtaining a successful petition, the applicant must submit it to the City for final approval.

## Cost and Funding

The cost of speed hump installation consists of the cost of asphalt materials, supplemental signs and markings and labor costs. All speed hump installation requests that meet eligibility and petition requirements and are approved by the City Council will be installed on a 50/50 cost share with the requesting neighborhood. All speed hump removal requests that meet petition requirements and are approved by the City Council will be removed at the expense of the requesting neighborhood. The applicant will receive a cost assessment from the City Council and will be responsible for collecting and delivering the collected funds to the City. Installation or removal will begin as soon afterwards as scheduling permits. The applicant must deliver their total funds (50% share for installation; 100% share for removal) within 6 months after City approval, otherwise the project will be removed from the approved list and any partial funds collected will be returned to the applicant.

Approved:

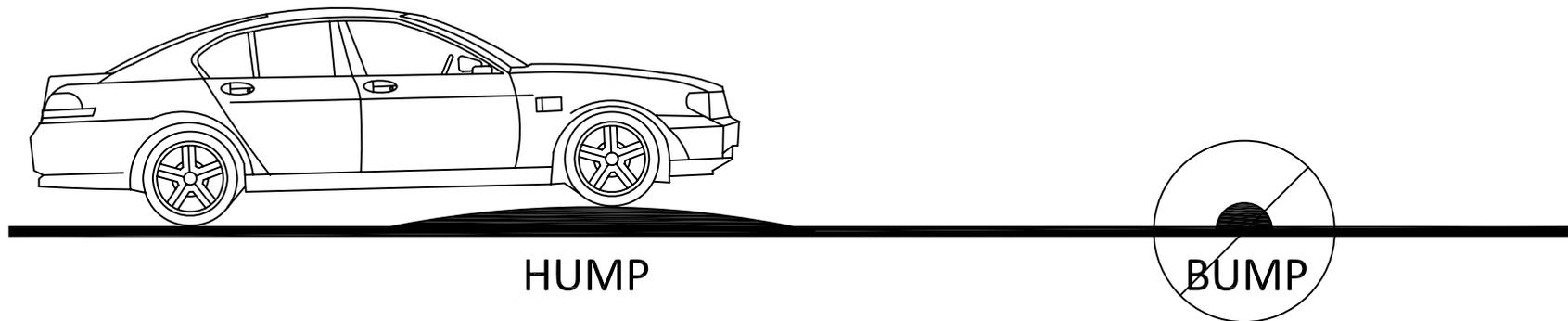
Date:

Approved:

Date:

# Speed Humps vs. Speed Bumps

## Appendix A

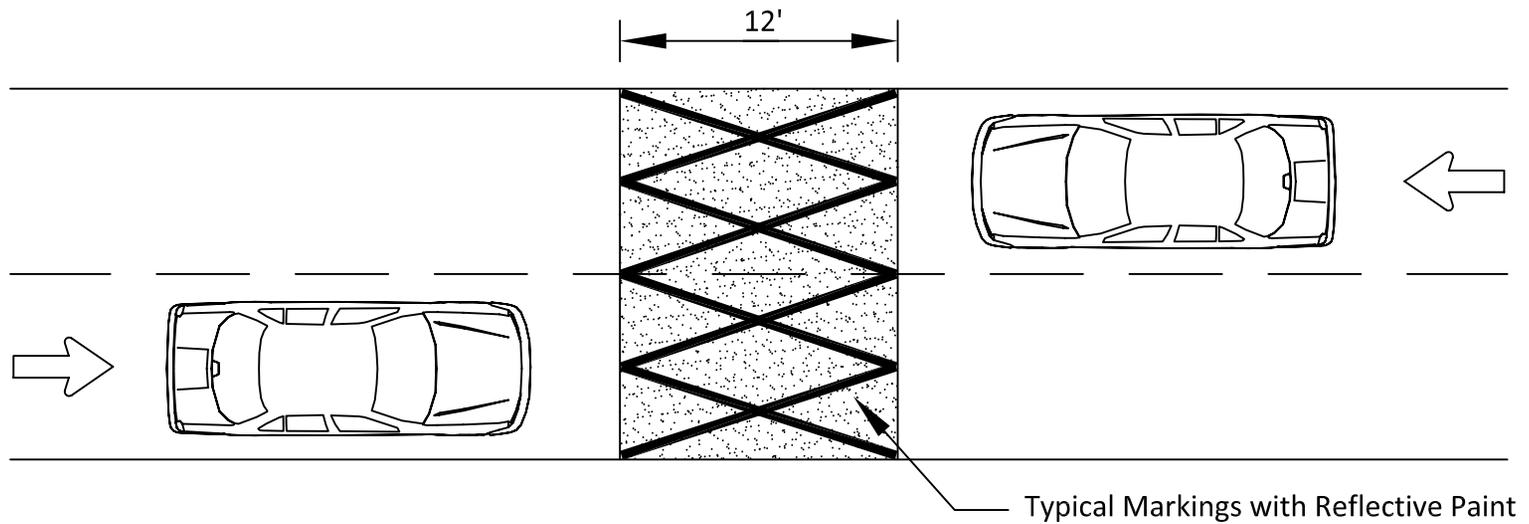
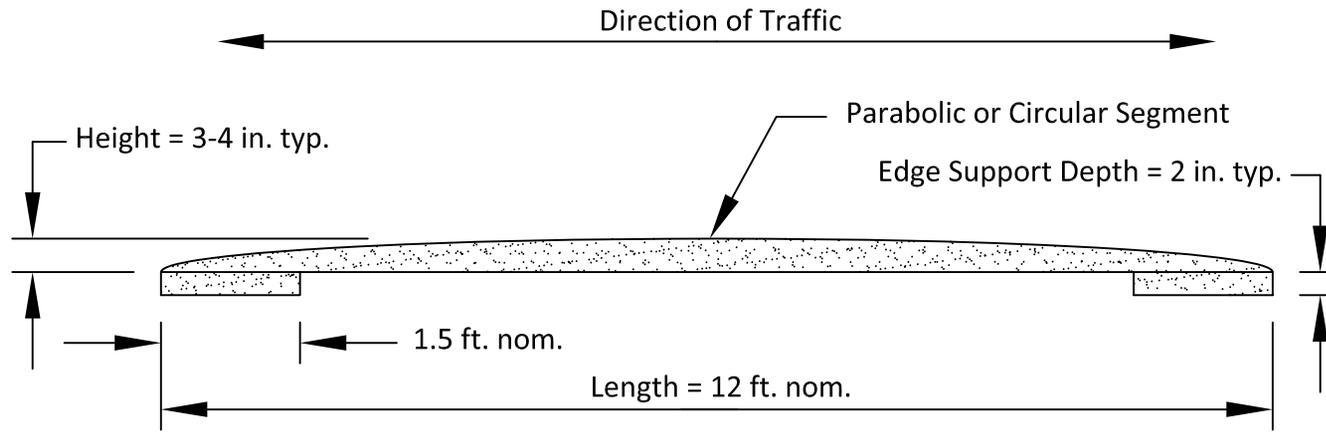


- \* A "speed hump" is a raised area in the roadway surface extending transversely across the travel way. Normally 3-4 inches high with a travel length of approximately 12 feet.
- \* A "speed bump" is a raised area across a roadway and generally has a height of 3-6 inches with a travel length of 1-3 feet.

Note: Speed BUMPS are NOT RECOMMENDED for installation on town streets.

# Speed Hump Construction / Installation

## Appendix B



# Speed Hump Petition

## Appendix C

The undersigned hereby petition the City of Sachse for "speed humps" on \_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_. I understand that signing this petition does not obligate me to financially participate in their cost. I also understand that the Speed Hump Policy contains provisions for sharing installation costs between the City and the petitioning property owners and that the "speed humps" will not be installed, if the property owner's share is not paid within six months after approval of this petition.

Return completed Petition Forms to the Sachse City Hall.

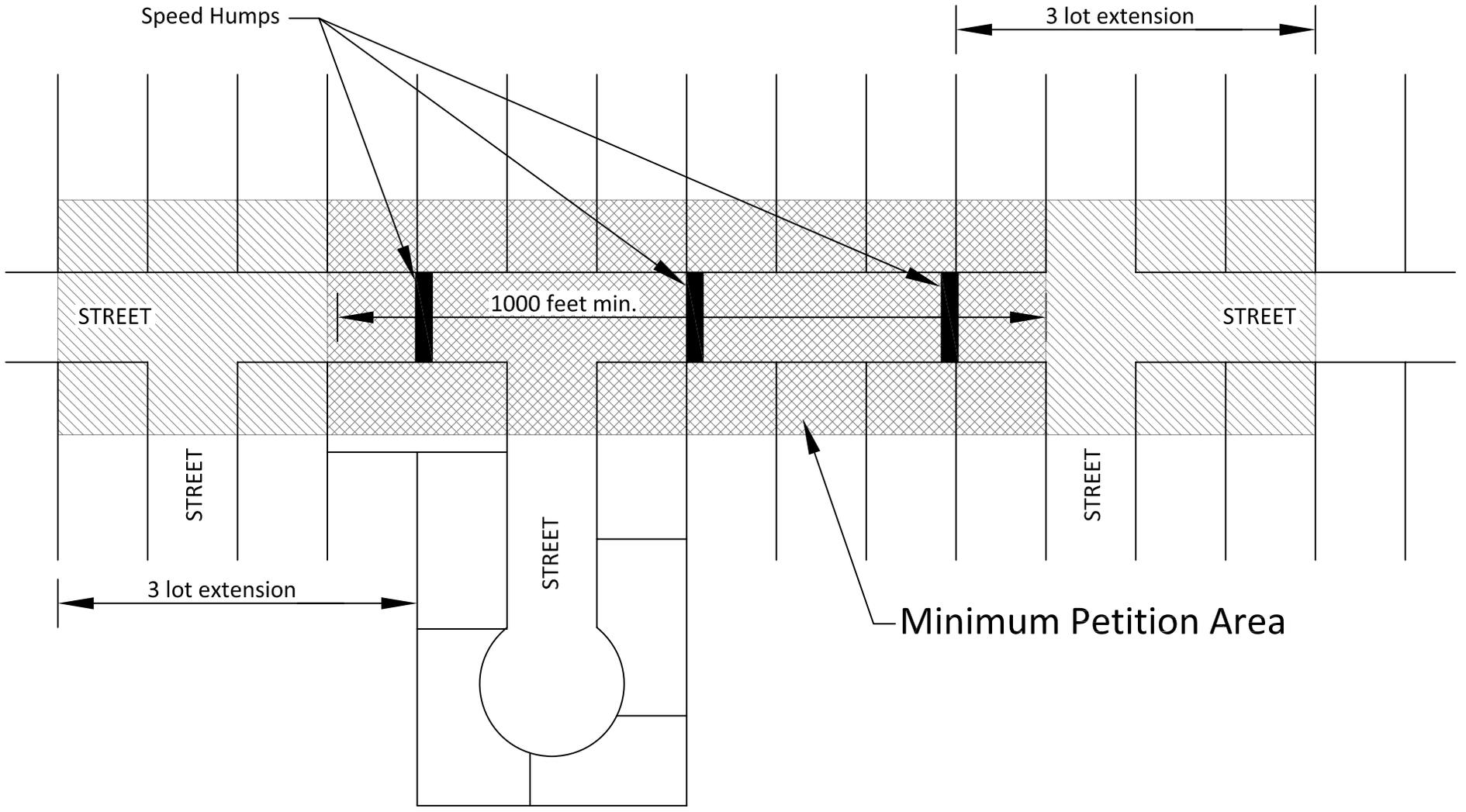
Address	Name (print)	Signature	Phone	OK to install in front of my residence? (please initial)	Installation Cost Pledge Amount \$

Contact person for request: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

# Speed Hump Policy

## Appendix D

### Typical Petition Area



# Speed Hump Petition

## Appendix C

The undersigned hereby petition the City of Sachse for "speed humps" on Ernest Crossing between Royal Oaks and Victoria. I understand that signing this petition does not obligate me to financially participate in their cost. I also understand that the Speed Hump Policy contains provisions for sharing installation costs between the City and the petitioning property owners and that the "speed humps" will not be installed, if the property owner's share is not paid within six months after approval of this petition.

Return completed Petition Forms to the Sachse City Hall.

Address	Name (print)	Signature	Phone	OK to install in front of my residence? (please initial)	Installation Cost Pledge Amount \$
5015 Creek Crossing Lane	Herbert Castilleja		(9)485-0591	K1e	52.25

Contact person for request: Ma H. Dalton Address: 5619 Creek Dr. Cross Phone: 972-971-9465

# Speed Hump Petition

## Appendix C

The undersigned hereby petition the City of Sachse for "speed humps" on Creek Crossing between Royal Oaks and Hickory. I understand that signing this petition does not obligate me to financially participate in their cost. I also understand that the Speed Hump Policy contains provisions for sharing installation costs between the City and the petitioning property owners and that the "speed humps" will not be installed, if the property owner's share is not paid within six months after approval of this petition.

Return completed Petition Forms to the Sachse City Hall.

Address	Name (print)	Signature	Phone	OK to install in front of my residence? (please initial)	Installation Cost Pledge Amount \$
5619 Creek Crossing	Matthew Dalton		972-429-7792	MD	\$1,000.00
5619 Creek Crossing	Sarah Dalton		972-971-4299	SD	<del>\$1,000</del>

Contact person for request: M.A. Dalton Address: 5619 CC LN. Phone: 972-971-9465

# Speed Hump Petition

## Appendix C

The undersigned hereby petition the City of Sachse for "speed humps" on Creek Crossing Ln between Nichol Estates and Royal Oaks. I understand that signing this petition does not obligate me to financially participate in their cost. I also understand that the Speed Hump Policy contains provisions for sharing installation costs between the City and the petitioning property owners and that the "speed humps" will not be installed, if the property owner's share is not paid within six months after approval of this petition.

Return completed Petition Forms to the Sachse City Hall.

Address	Name (print)	Signature	Phone	OK to install in front of my residence? (please initial)	Installation Cost Pledge Amount \$
<u>5612 Creek Crossing</u>	<u>Steve / Danie l</u>		<u>972-428-3969</u>		

Contact person for request: M. DuKhan Address: 5619 CC Ln. Phone: 972-971-8465

# Speed Hump Petition

## Appendix C

The undersigned hereby petition the City of Sachse for "speed humps" on Creek Crossing Lane between Hickory Estates and Royal. I understand that signing this petition does not obligate me to financially participate in their cost. I also understand that the Speed Hump Policy contains provisions for sharing installation costs between the City and the petitioning property owners and that the "speed humps" will not be installed, if the property owner's share is not paid within six months after approval of this petition.

Return completed Petition Forms to the Sachse City Hall.

Address	Name (print)	Signature	Phone	OK to install in front of my residence? (please initial)	Installation Cost Pledge Amount \$
5603 Creek Crossing Lane	Joseph/Cindy Hinton	<i>Joseph Hinton</i> <i>Cindy Hinton</i>	972-442-1241	CH JH	

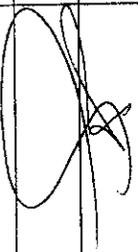
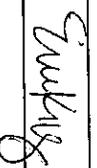
Contact person for request: Mr. D. Hinton Address: 5619 CC Ln. Phone: 972-971-9465

# Speed Hump Petition

## Appendix C

The undersigned hereby petition the City of Sachse for "speed humps" on Creek Crossing Ln between Arlow Estates and Royal Oaks. I understand that signing this petition does not obligate me to financially participate in their cost. I also understand that the Speed Hump Policy contains provisions for sharing installation costs between the City and the petitioning property owners and that the "speed humps" will not be installed, if the property owner's share is not paid within six months after approval of this petition.

Return completed Petition Forms to the Sachse City Hall.

Address	Name (print)	Signature	Phone	OK to install in front of my residence? (please initial)	Installation Cost Pledge Amount \$
5604 Creek Crossing Ln.	Mrs King		404-682-3918		
5604 Creek Crossing Ln.	Ear King		214-564-1223	SK	

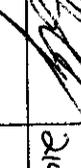
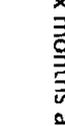
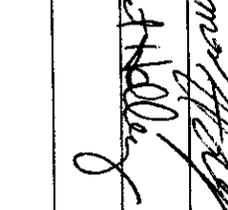
Contact person for request: Mrs King Address: 5604 Creek Crossing Ln. Phone: 404-682-3918

# Speed Hump Petition

## Appendix C

The undersigned hereby petition the City of Sachse for "speed humps" on Clark Crossing between Hickory Estates and Royal Oaks. I understand that signing this petition does not obligate me to financially participate in their cost. I also understand that the Speed Hump Policy contains provisions for sharing installation costs between the City and the petitioning property owners and that the "speed humps" will not be installed, if the property owner's share is not paid within six months after approval of this petition.

Return completed Petition Forms to the Sachse City Hall.

Address	Name (print)	Signature	Phone	OK to install in front of my residence? (please initial)	Installation Cost Pledge Amount \$
5607 Clark Crossing	James Holley		214-744-1319		
"	Sant Holley		"		

Contact person for request: M. Dalton Address: 5619 CC LN, Phone: 972-971-9465

## Speed Hump Petition Appendix C

The undersigned hereby petition the City of Sachse for "speed humps" on CREEK CROSSING LN between BAILEY RD and WOOD BRIDGE PKWY. I understand that signing this petition does not obligate me to financially participate in their cost. I also understand that the Speed Hump Policy contains provisions for sharing installation costs between the City and the petitioning property owners and that the "speed humps" will not be installed, if the property owner's share is not paid within six months after approval of this petition.

Return completed Petition Forms to the Sachse City Hall.

Address	Name (print)	Signature	Phone	OK to install in front of my residence? (please initial)	Installation Cost Pledge Amount \$
5608 CREEK CROSSING LN	Jim Ballou	<i>Jim Ballou</i>	972 3458076	yes	
"	Kenneth Ballou	<i>Kenneth Ballou</i>	"	yes	

Contact person for request: Mr. DeHorn Address: 5619. CC NW Phone: 972-971-9465

# Speed Hump Petition

## Appendix C

The undersigned hereby petition the City of Sachse for "speed humps" on Lock Crossing between Hickory Estates and Royal Oaks Estates. I understand that signing this petition does not obligate me to financially participate in their cost. I also understand that the Speed Hump Policy contains provisions for sharing installation costs between the City and the petitioning property owners and that the "speed humps" will not be installed, if the property owner's share is not paid within six months after approval of this petition.

Return completed Petition Forms to the Sachse City Hall.

Address	Name (print)	Signature	Phone	OK to install in front of my residence? (please initial)	Installation Cost Pledge Amount \$
<del>Casey</del> SCL CROSSING	Lash Banks	<i>[Signature]</i>	972 832 9122	<i>[Initials]</i>	WIL SITTING COSTS W/ OTHER PETITIONERS
SEIL CREEK CROSSING	Stacey Banks	<i>[Signature]</i>	972 834 8355		11

Contact person for request: M. Dalton Address: 5619 CC LN Phone: 972-971-9465

# Speed Hump Petition

## Appendix C

The undersigned hereby petition the City of Sachse for "speed humps" on Creek Crossing between Royce Oaks and Virkey Estates. I understand that signing this petition does not obligate me to financially participate in their cost. I also understand that the Speed Hump Policy contains provisions for sharing installation costs between the City and the petitioning property owners and that the "speed humps" will not be installed, if the property owner's share is not paid within six months after approval of this petition.

Return completed Petition Forms to the Sachse City Hall.

Address	Name (print)	Signature	Phone	OK to install in front of my residence? (please initial)	Installation Cost Pledge Amount \$
5620 Creek Crossing Ln Sachse, TX	Cathy McDade Daniel McDade	<i>Cathy McDade</i> <i>Dan McDade</i>	214-234-5305 "	sh	\$100

Contact person for request: M. DeLeon Address: 5619 CC LN Phone: 972-971-9465

# Speed Hump Petition

## Appendix C

The undersigned hereby petition the City of Sachse for "speed humps" on Creech Crossing between Royal Oaks and Hickory. I understand that signing this petition does not obligate me to financially participate in their cost. I also understand that the Speed Hump Policy contains provisions for sharing installation costs between the City and the petitioning property owners and that the "speed humps" will not be installed, if the property owner's share is not paid within six months after approval of this petition.

Return completed Petition Forms to the Sachse City Hall.

Address	Name (print)	Signature	Phone	OK to install in front of my residence? (please initial)	Installation Cost Pledge Amount \$
6935 Hickory Estates Ct Sachse TX 75048-2260	John Browning	<i>John R. Browning</i>	972-442-9785	yes	
		<i>Jonetta Brooks</i>	972-442-9785	yes	



Jonetta Brooks  
6935 Hickory Estates Court  
Sachse, TX 75048

Contact person for request:

*M. Dalton*

Address: 5619 Creech Crossing

Phone: 972-971-9465

# Speed Hump Petition

## Appendix C

The undersigned hereby petition the City of Sachse for "speed humps" on Creek Crossing between Hickory Estates and Royal Oaks Estates. I understand that signing this petition does not obligate me to financially participate in their cost. I also understand that the Speed Hump Policy contains provisions for sharing installation costs between the City and the petitioning property owners and that the "speed humps" will not be installed, if the property owner's share is not paid within six months after approval of this petition.

Return completed Petition Forms to the Sachse City Hall.

Address	Name (print)	Signature	Phone	OK to install in front of my residence? (please initial)	Installation Cost Pledge Amount \$
7005 ROYAL OAK ESTATES	HORNING TERRY	Henry Horning	469 814 0201	N/A	52.85
7005	TROY DENN	Henry T. Denn	814 0201		

Contact person for request: The Daltons Address: 5619 Creek Crossing Phone: \_\_\_\_\_

# Speed Hump Petition

## Appendix C

The undersigned hereby petition the City of Sachse for "speed humps" on Creek Crossing Ln. between Hickory Estates and Royal Oak Estates G. I understand that signing this petition does not obligate me to financially participate in their cost. I also understand that the Speed Hump Policy contains provisions for sharing installation costs between the City and the petitioning property owners and that the "speed humps" will not be installed, if the property owner's share is not paid within six months after approval of this petition.

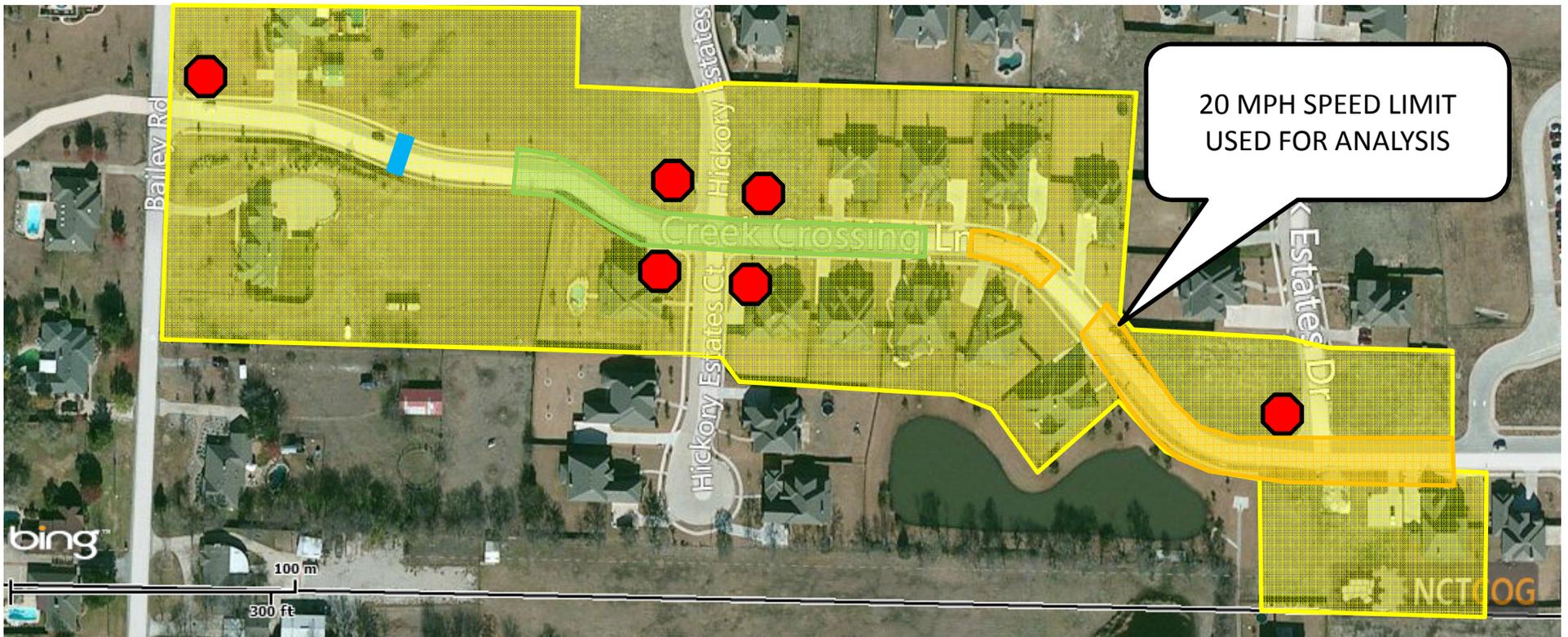
Return completed Petition Forms to the Sachse City Hall.

Address	Name (print)	Signature	Phone	OK to install in front of my residence? (please initial)	Installation Cost Pledge Amount \$
7002 Baldy Glen	Shirley	<i>[Signature]</i>	972-495-4168	N/A	\$2.85

Contact person for request: Matt Dalton Address: 5619 Creek View Phone: 972-571-9465

# CREEK CROSSING SPEED HUMP ANALYSIS

NOTE: THIS DIAGRAM IS A ROUGH APPROXIMATION OF THE DISTANCES, CONDITIONS, AND REQUIREMENTS PERTAINING TO THE CITY OF SACHSE SPEED HUMP POLICY. THIS DIAGRAM IS NOT TO BE USED FOR CONSTRUCTION. CONSTRUCTION OF ANY SPEED HUMP WILL REQUIRE A DETAILED CONSTRUCTION PLAN TO BE PREPARED BY THE SACHSE CITY ENGINEER.



20 MPH SPEED LIMIT  
USED FOR ANALYSIS

## LEGEND

-  EXISTING STOP SIGN
-  EXISTING SPEED HUMP
-  MINIMUM PETITION AREA
-  SPEED HUMP NOT PERMITTED (MINIMUM 250' FROM STOP SIGN)
-  SPEED HUMP NOT PERMITTED (LIMITED SIGHT DISTANCE @ 20 MPH)



PREPARED BY:  
GREGORY A. PETERS, P.E.  
TX LICENSE #105115  
CITY ENGINEER  
SACHSE, TX

**Creek Crossing Speed Hump Cost Opinion**

Item	Unit	Quantity	Unit Price	Subtotal
Keyway Sawcutting	LF	126	\$ 2.00	\$ 252.00
Surface Milling (2" Depth)	SF	90	\$ 2.00	\$ 180.00
Concrete Pavement Haul Off	CF	15	\$ 12.00	\$ 180.00
Asphalt Type "D" Pavement (147 lb/cf)	TON	2.28	\$ 150.00	\$ 342.00
Asphalt Tack Coat (0.25 gal./SY)	GAL	13	\$ 8.00	\$ 104.00
#4 Rebar Dowels	LF	3	\$ 2.00	\$ 6.00
Pavement Marking Paint (60 mil)	LS	1	\$ 60.00	\$ 60.00
Traffic Sign "Speed Hump"	EA	2	\$ 125.00	\$ 250.00

<b>TOTAL *</b>	<b>\$ 1,374.00</b>
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\* This opinion of probable construction cost was prepared by Greg Peters, City Engineer, City of Sachse, with assistance from Joe Crase, Director of Public Works, City of Sachse. All cost information shown is based upon pricing information available in March, 2013. Actual costs for materials are subject to change in the future.



**CREEK CROSSING SPEED HUMP REQUEST  
CITY COUNCIL MEETING  
MAY 6, 2013**

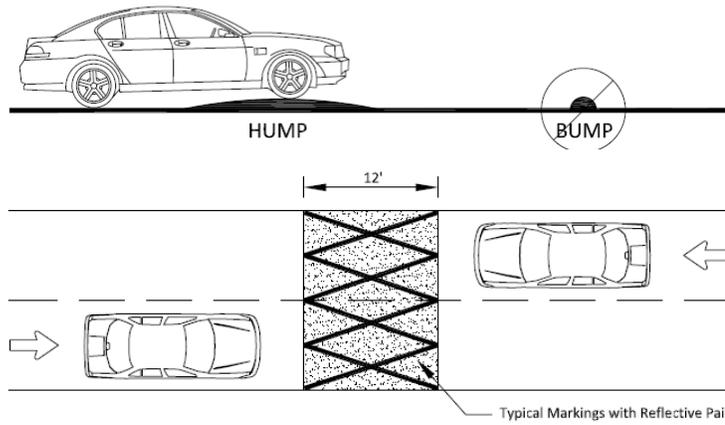
## **POLICY OVERVIEW**

- The City of Sachse adopted a Speed Hump Policy in order to provide property owners in Sachse a process to address concerns regarding vehicle speed and cut-through traffic in residential neighborhoods.
- The Sachse Speed Hump Policy requires City Council approval for all speed hump requests.
- The installation cost of an approved speed hump is paid for with a 50/50 match, with 50% paid by the citizens and 50% paid by the City of Sachse.



# SPEED HUMPS DETAILS

## Speed Humps vs. Speed Bumps Appendix A

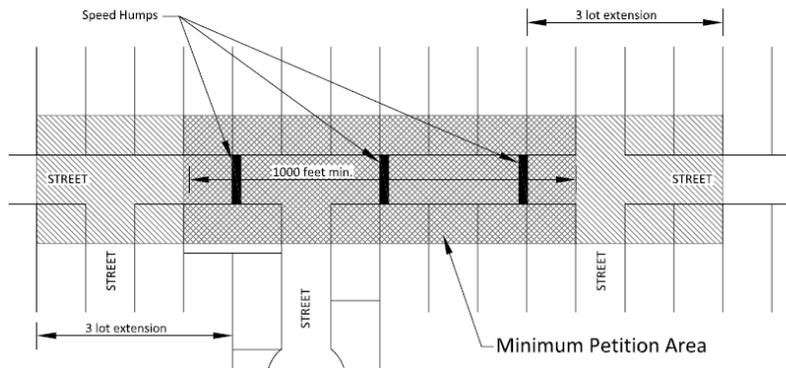


SACHSE CITY COUNCIL

MAY 6, 2013

# PETITION AREA REQUIREMENTS

## Speed Hump Policy Appendix D Typical Petition Area



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# CREEK CROSSING OVERVIEW



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# CREEK CROSSING HISTORY

- For several years City Staff has received correspondence from residents of Creek Crossing that are concerned about vehicle speed along the street from Woodbridge Parkway to Bailey Road.
- A previous request for a speed hump on this segment of Creek Crossing in 2009 did not meet the City of Sachse Speed Hump Policy. At this time, the posted speed limit on Creek Crossing was 30 mph, and therefore, the required sight stopping distance for a speed hump did not fit within the geometry of the street.
- City Staff has conducted traffic counts on Creek Crossing for several years. (2008-2012)
  - Traffic Count fluctuation: 1359 – 2783 v.p.d.
  - 85% Speed fluctuation: 27 – 31 m.p.h.



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# CREEK CROSSING OVERVIEW

- The Sachse residents on Creek Crossing met with City Staff and requested that the City review the Speed Hump Policy requirements and apply them to a segment of Creek Crossing between Bailey Road and Woodbridge Parkway.
- City Staff reviewed the request and applied the requirements and parameters of the Speed Hump Policy to the street.
- The existing posted speed limit of Creek Crossing is 20 mph.
- Based upon the speed limit, street geometry, and existing stop sign locations, there are two short segments of the street that meet the technical criteria set forth in the City of Sachse Speed Hump Policy.



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# SPEED HUMP ANALYSIS



LEGEND	
	EXISTING STOP SIGN
	EXISTING SPEED HUMP
	MINIMUM PETITION AREA
	SPEED HUMP NOT PERMITTED (MINIMUM 250' FROM STOP SIGN)
	SPEED HUMP NOT PERMITTED (LIMITED SIGHT DISTANCE @ 20 MPH)

PREPARED BY:  
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## REQUESTED SPEED HUMP LOCATION



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## OPINION OF COST

- City Staff reviewed past speed hump costs and recent construction cost information to develop an opinion of probable cost for the requested speed hump.
- The total construction cost is estimated to be \$1,374.00.
- The estimated cost to the City of Sachse would be \$687.00 if approved by City Council.
- The residents of Creek Crossing have confirmed that they will provide 50% of the funding (\$687.00) as required in the policy, if approved by the City Council.



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## STAFF RECOMMENDATIONS

- City Staff has reviewed the speed hump request made by the residents of creek crossing.
- The request meets the technical criteria per the City of Sachse Speed Hump Policy.
- City Staff from the Sachse Engineering, Police, and Fire Departments are available to address any City Council questions regarding the request.
- City Staff finds that the request has met all requirements to allow it to be considered by the City Council.



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## QUESTIONS AND DISCUSSION



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**SACHSE CITY COUNCIL** **MAY 6, 2013**



Legislation Details (With Text)

**File #:** 13-1491      **Version:** 1      **Name:** Hudson Drive Executive Session  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 5/1/2013      **In control:** City Council  
**On agenda:** 5/6/2013      **Final action:**  
**Title:** The City Council shall convene into Executive Session pursuant to the TEXAS GOVERNMENT CODE, Section § 551.087 (Economic Development) to deliberate on economic development incentives and financial prospects for a property located Northwest of Heritage Park Drive and Hudson Drive.

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
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**Title**

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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.