



Sachse, Texas

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

Meeting Agenda City Council

Monday, June 3, 2013

7:30 PM

Council Chambers

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

The City Council of the City of Sachse will hold a Regular Meeting on Monday, June 3, 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. Approval of Minutes

[13-1554](#) Consider approval of the minutes of the May 20, 2013, regular meeting.

*Executive Summary
Minutes from the recent Council meeting.*

Attachments: [Min.05.20.13.pdf](#)

2. REGULAR AGENDA ITEMS.

[13-1557](#) Recognition and Recess: Reception for Outgoing Council Members Pat McMillan and Mark Timm.

*Executive Summary
Recognition and Reception to honor Outgoing Council Members Pat McMillan and Mark Timm for their many years of service to the City.*

[13-1555](#) Administer Oath of Office to Council Members-elect.

*Executive Summary
The 2013 election cycle is complete and reelected Mayor Mike*

Felix, and Council Members-elect Cullen King, and Jeff Bickerstaff must take the Oath of Office.

Attachments: [Sample Oath.pdf](#)

[13-1558](#) Consider the election of a Mayor Pro Tem.

Executive Summary

According to the City Charter, each year after the election, a Mayor Pro Tem must be designated.

3. 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.

[13-1563](#) Consider receiving the Monthly Revenue and Expenditure Report for the period ending April 30, 2013.

Executive Summary

The Finance Department will prepare a report each month to update the City Council regarding revenues and expenditures for the City. The attached report is for the month ended April 30, 2013.

Attachments: [General Fund April 2013.pdf](#)

[Utility Fund April 2013.pdf](#)

[Debt Service Fund April 2013.pdf](#)

[EDC April 2013.pdf](#)

[13-1560](#) Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the Project Development Agreement by and between the City of Sachse, Texas, and the Sachse Economic Development Corporation ("SEDC"), providing for the establishment of a quiet zone; authorizing its execution by the Mayor; and providing for an effective date.

Executive Summary

The Sachse Economic Development Corporation recommends to the City Council to approve the expenditure of funds for this project.

Attachments: [RailroadQuietZoneProjectDevAg.pdf](#)
[RailroadQuietZoneFacilitiesAg.pdf](#)
[RailroadQuietZoneCCReso.pdf](#)
[RailroadQuietZoneSEDCReso.pdf](#)

[13-1571](#) Consider a resolution of the City Council of the City of Sachse, Texas, approving the source of funding for costs associated with the establishment of a railroad quiet zone within the city limits of the City of Sachse, Texas; and providing for an effective date.

Executive Summary

The purpose of this item is to establish the funding source for the City's costs associated with a new quiet zone in Sachse. A private developer is providing approximately 1/2 of the total project costs and the Sachse Economic Development Corporation has approved a resolution providing approximately 1/4 of the total costs. Sachse's obligation is the remainder of the total project cost which is anticipated to be approximately \$ 142,450.00.

Attachments: [51Sachse RESO approving funding for establishment of railroad quiet zone608](#)

[13-1568](#) Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the agreement, by and between the City of Sachse, Texas and Maddox Surveying & Mapping, Inc. to provide land surveying services related to the KCS Quiet Zone Project; and providing for an effective date.

Executive Summary

This contract will allow the surveying consultant, Maddox Surveying & Mapping, Inc., to begin land surveying services related to the implementation of a Quiet Zone along the Kansas City Southern Railroad in the City of Sachse.

Attachments: [51SACHSE Resolution Approving Maddox Surveying & Mapping Agreement608](#)
[2013 Maddox Surveying Agrmnt.pdf](#)

[13-1553](#) Consider a resolution of the City Council of the City of Sachse, Texas, authorizing the application for the 2013 Ladd and Katherine Hancher Library Foundation grant.

Executive Summary

Library Manager is requesting consideration and approval for the resolution to write a Hancher Library Foundation grant. The grant will be for \$23,000 to fund additional furniture for the children's area, add a teen area, shelving, and books for both children and teens.

Attachments: [res Hancher Resolution](#)
[Council Presentation June 3 2013 PDF](#)

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

[13-1566](#) Presentation by and discussion with Mr. Bill Persefield of Medica Development, LLC and Mr. David Wanger of Incepta Healthcare, LLC on a proposed commercial development to be located near the northeast corner of the President George Bush Turnpike and Miles Road in Sachse, Texas.

Executive Summary

Mr. Bill Persefield and Mr. David Wanger will present a proposed new commercial development planned for Sachse's Toll District.

[13-1564](#) Presentation of the Government Finance Officers Association Distinguished Budget Presentation Award to the Finance Department.

Executive Summary

The Government Finance Officers Association of the United States and Canada (GFOA) has awarded a Distinguished Budget Presentation Award to the City of Sachse, Texas for its annual budget for the fiscal year beginning October 1, 2012. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as a financial plan, as an operations guide, and as a communication device. In addition to receiving the award, the City's budget received special designation for Special Performance Measures Recognition.

Attachments: [GFOA Budget Certificate.pdf](#)

[13-1570](#) Staff Briefing: Sachse Economic Development Corporation update.

Executive Summary

A brief update of ongoing projects and future initiatives will be presented to the City Council.

Attachments: [SEDC director presents economic status report.pdf](#)
[SEDC director presents economic status report 2.pdf](#)

[13-1559](#) Proclamation declaring Management Week.

Executive Summary

Representatives from Boeing Leadership Association in

Richardson have requested this proclamation. Also, Representatives from Rockwell Collins Leadership Association will attend.

Attachments: [Proc. Management Week.pdf](#)
[Request for proclamation.pdf](#)
[Rockwell Collins Request.pdf](#)

5. 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.

6. REGULAR AGENDA ITEMS (Continued).

[13-1556](#) Administer Oath of Office to newly appointed Board and Commission members.

Executive Summary

Mayor Felix will administer the Oath of Office to the new Board members.

[13-1565](#) Conduct a public hearing and consider approval of the application of Jackson Meadows Partners, LP, for Replat for Jackson Hills Phase 3A-1, being 55 single-family residential lots, three HOA Common Area lots and one lot for future development on approximately 33.127 acres, located generally on the east side of Bunker Hill Road, approximately 2,300 feet south of Ben Davis Road.

Executive Summary

The applicant is requesting to subdivide an approximately 33.127-acre tract to consist of 55 single-family residential lots, three HOA Common Area lots and one lot for future development generally located on the east side of Bunker Hill Road, approximately 2,300 feet south of Ben Davis Road.

Attachments: [CD - JACKSON HILLS 3A1 REPLAT CC - PRESENTATION.pdf](#)
[CD - JACKSON HILLS 3A1 REPLAT CC - ATTACHMENT 1.pdf](#)
[CD - JACKSON HILLS 3A1 REPLAT CC - ATTACHMENT 2.pdf](#)
[CD - JACKSON HILLS 3A1 REPLAT CC - EXHIBIT A1.pdf](#)
[CD - JACKSON HILLS 3A1 REPLAT CC - EXHIBIT A2.pdf](#)

[13-1341](#) Receive early Citizen input for the 2013-2014 Fiscal Year Budget.

Executive Summary

Customary practice of the City Council is to extend to the Citizens of Sachse an opportunity for early input on the fiscal year budget being prepared.

Attachments: [Calendar 2014 fiscal year preliminary 10-18-2012.pdf](#)

[13-1567](#) Presentation of plans for Red, White & Blue Blast

Executive Summary

This item is a presentation to update Council on the planning process that has taken place and what is currently confirmed for the event.

Attachments: [RWBB Council presentation 060313.pdf](#)

7. 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 31, 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 #: 13-1554 **Version:** 1 **Name:** Consider approval of the minutes of the May 20, 2013, regular meeting.

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

File created: 5/21/2013 **In control:** City Council

On agenda: 6/3/2013 **Final action:**

Title: Consider approval of the minutes of the May 20, 2013, regular meeting.

Executive Summary
Minutes from the recent Council meeting.

Sponsors:

Indexes:

Code sections:

Attachments: [Min.05.20.13.pdf](#)

Date	Ver.	Action By	Action	Result
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Title
Consider approval of the minutes of the May 20, 2013, regular meeting.

Executive Summary
Minutes from the recent Council meeting.

Background
Minutes form the most recent Council meeting on May 20, 2013, for review and approval.

Policy Considerations
Not applicable.

Budgetary Considerations
Not applicable.

Staff Recommendations
Approval of the minutes of the May 20, 2013, regular meeting, as a Consent Agenda Item.

REGULAR MEETING
OF THE
CITY COUNCIL OF THE CITY OF SACHSE

MAY 20, 2013

The City Council of the City of Sachse held a Regular Meeting on Monday, May 20, 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 Councilman Timm.

Staff present: City Manager Billy George, City Secretary Terry Smith, Project Coordinator Denise Vice, Cathy Cade Administrative Assistant, 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, Finance Director Teresa Savage, Interim Fire Chief Rick Coleman.

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 Ronnau.

1. Consent Agenda:

Councilman Adams moved to approve the Consent Agenda consisting of Items 13-1541 Consider approval of the minutes of the May 6, 2013, regular Meeting; 13-1540 Consider acceptance of the resignation of Jeff Bickerstaff from the Parks and Recreation Commission; 13-1552 Resolution No. 3475 of the City Council of the City of Sachse, Texas, approving the Interlocal Agreement between the City and Dallas County for the City to retain and authorize Dallas County to maintain certain designated roadways located within the city limits; and providing for an effective date; 13-1551 Resolution No. 3476 of the City Council of the City of Sachse, Texas, awarding the bid for the Pleasant Valley Water System Improvements from Merritt Road to Eastview Drive as a capital improvement project to P.C. Contractors, LLC, in the amount not to exceed one hundred ninety thousand dollars and no cents (\$190,000.00); authorizing the City Manager to execute such agreement in a form approved by the City Attorney; and providing an effective date and 13-1511 Resolution No. 3477 of the City Council of the City of Sachse, Texas, authorizing the continued participation with the Steering Committee of Cities Served by Oncor; and

authorizing the payment of ten cents per capita to the Steering Committee of Cities Served by Oncor to fund regulatory and related activities related to Oncor Electric Delivery. The motion was seconded by Councilwoman McMillan and passed unanimously.

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

13-1544 Proclamation recognizing Emergency Medical Services (EMS) Week May 19-25.

13-1542 Proclamation recognizing Motorcycle Safety Awareness campaign.

13-1548 Recognize employees for their service to the City of Sachse.

Councilman Franks noted the upcoming 3rd annual Memorial Day Event at 11:30 a.m. in the front of City Hall. There will be Boy Scouts, Girl Scouts and the Fire Department. Invite a Veteran to the event.

Councilman Ronnau stated he has a work commitment that will prevent his attendance at the next Council meeting and wanted to thank Councilwoman McMillan and Councilman Timm for their many contributions to the City. He has learned from their actions and observed that regardless of the issue, they always had the City's best interest at heart.

Mayor Felix noted the upcoming events: June 8th the Summer Reading Program kicks-off at 10:00 a.m. Programs start on June 13th, each Thursday at 11:00 a.m.; and July 3rd is the Red, White and Blue Blast, the parade starts at 6:00 pm at City Hall and fireworks are at 9:30 p.m. at Heritage Park.

3. Citizen Input:

No comments were made.

4. Regular Agenda Items:

13-1543 Consider a resolution to canvass of the May 11, 2013, City election - sales tax election and charter amendment election:

City Secretary Smith read the results of the election into the record. Following discussion, Mayor Pro Tem Patterson moved to approve Resolution No. 3478 to canvass of the May 11, 2013, City election - sales tax election and charter amendment election. The motion was seconded by Councilman Franks and carried unanimously.

13-1547 Consider an ordinance adopting the amendments to the Home Rule Charter approved by the voters of the City at an election on May 11, 2013:

Following discussion, Councilman Franks moved to approve Ordinance No. 3479 adopting the amendments to the Home Rule Charter approved by the voters of the City at an election on May 11, 2013. The motion was seconded by Councilman Adams and carried unanimously.

13-1506 Consider appointments to Boards and Commissions:

Following discussion, Councilwoman McMillan moved to appoint Paul Watkins to the Planning and Zoning Commission. The motion was seconded by Councilman Adams and carried unanimously.

Following discussion, Councilwoman McMillan moved to appoint Jeremy Staab to the Board of Adjustments, as alternate. The motion was seconded by Mayor Pro Tem Patterson and carried unanimously.

5. Adjournment:

There being no further business, Mayor Pro Tem Patterson made a motion to adjourn. The motion was seconded by Councilwoman McMillan and carried unanimously. The meeting adjourned at 8:08 p.m.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR



Legislation Details (With Text)

File #: 13-1557 **Version:** 1 **Name:** Recognition and Recess: Reception for Outgoing Council Members Pat McMillan and Mark Timm.
Type: Agenda Item **Status:** Agenda Ready
File created: 5/21/2013 **In control:** City Council
On agenda: 6/3/2013 **Final action:**
Title: Recognition and Recess: Reception for Outgoing Council Members Pat McMillan and Mark Timm.

Executive Summary
Recognition and Reception to honor Outgoing Council Members Pat McMillan and Mark Timm for their many years of service to the City.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Recognition and Recess: Reception for Outgoing Council Members Pat McMillan and Mark Timm.

Executive Summary

Recognition and Reception to honor Outgoing Council Members Pat McMillan and Mark Timm for their many years of service to the City.

Background

We will recognize these Council Members for their service, then take a short recess for cake and punch and fellowship for Mrs. McMillan and Mr. Timm.

Policy Considerations

None

Budgetary Considerations

None

Staff Recommendations

Recognition and Recess: Reception for Outgoing Council Members Pat McMillan and Mark Timm.



Legislation Details (With Text)

File #: 13-1555 **Version:** 1 **Name:** Administer Oath of Office to Council Members-elect.
Type: Agenda Item **Status:** Agenda Ready
File created: 5/21/2013 **In control:** City Council
On agenda: 6/3/2013 **Final action:**
Title: Administer Oath of Office to Council Members-elect.

Executive Summary

The 2013 election cycle is complete and reelected Mayor Mike Felix, and Council Members-elect Cullen King, and Jeff Bickerstaff must take the Oath of Office.

Sponsors:

Indexes:

Code sections:

Attachments: [Sample Oath.pdf](#)

Date	Ver.	Action By	Action	Result
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Title
Administer Oath of Office to Council Members-elect.

Executive Summary

The 2013 election cycle is complete and reelected Mayor Mike Felix, and Council Members-elect Cullen King, and Jeff Bickerstaff must take the Oath of Office.

Background

As a result of the May 11, 2013 election, Mayor Mike Felix, and Councilmen-elect Cullen King and Jeff Bickerstaff were unopposed and declared elected. Each will take the Oath of Office to enable him to assume the duties of his office as required by the City Charter and State Law.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Administer the Oath of Office to Mayor Felix, and Councilmen-elect Cullen King and Jeff Bickerstaff.

In the name and by the authority of

THE STATE OF TEXAS

OATH OF OFFICE

SAMPLE

I, Mike Felix do solemnly swear, that I will faithfully execute the duties of the office of the Mayor, of the City of Sachse, State of Texas, and will, to the best of my ability preserve, protect and defend the Constitution and laws of the United States and of this State, so help me God.

X
Affiant

SWORN TO and subscribed before me by affiant on the ____ day of June, 2013.

Signature of person administering oath

Printed Name

Title



Legislation Details (With Text)

File #:	13-1558	Version:	1	Name:	Consider the election of a Mayor Pro Tem.
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	5/21/2013	In control:		In control:	City Council
On agenda:	6/3/2013	Final action:		Final action:	
Title:	Consider the election of a Mayor Pro Tem.				

Executive Summary
According to the City Charter, each year after the election, a Mayor Pro Tem must be designated.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title
Consider the election of a Mayor Pro Tem.

Executive Summary
According to the City Charter, each year after the election, a Mayor Pro Tem must be designated.

Background
Sachse Home Rule Charter Section 3.05 reads:

Sec. 3.05 - MAYOR AND MAYOR PRO TEM(1) The mayor shall be the official head of the city government. He shall be the chairman and shall preside at all meetings of the city council. The mayor shall have the same voting rights and responsibilities as the other members of the city council, but shall have no power to veto. He shall, when authorized by the city council, sign all official documents, such as ordinances, resolutions, conveyances, grant agreements, official plats, contracts and bonds. He shall perform such other duties consistent with this Charter as may be imposed upon him by the city council. **(2) The mayor pro tem shall be a city council member elected by the city council at the first regular meeting after each regular election of the city council members and/or mayor. The mayor pro tem shall temporarily act as mayor during the disability or absence of the mayor, and in this capacity shall have the rights conferred upon the mayor.**

This agenda item is provided for the City Council to take action on the matter.

Policy Considerations
None.

Budgetary Considerations

None.

Staff Recommendations

Council take action to appoint a Mayor Pro Tem as appropriate.



Legislation Details (With Text)

File #: 13-1563 **Version:** 1 **Name:** Monthly Revenue and Expenditure Report for April 2013

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

File created: 5/23/2013 **In control:** City Council

On agenda: 6/3/2013 **Final action:**

Title: Consider receiving the Monthly Revenue and Expenditure Report for the period ending April 30, 2013.

Executive Summary
The Finance Department will prepare a report each month to update the City Council regarding revenues and expenditures for the City. The attached report is for the month ended April 30, 2013.

Sponsors:

Indexes:

Code sections:

- Attachments:** [General Fund April 2013.pdf](#)
[Utility Fund April 2013.pdf](#)
[Debt Service Fund April 2013.pdf](#)
[EDC April 2013.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider receiving the Monthly Revenue and Expenditure Report for the period ending April 30, 2013.

Executive Summary

The Finance Department will prepare a report each month to update the City Council regarding revenues and expenditures for the City. The attached report is for the month ended April 30, 2013.

Background

Included in the report are unaudited summaries for the General Fund, the Utility Fund, the Debt Service Fund, and the Sachse Economic Development Corporation, for the period ending April 30, 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 April 30, 2013 as a Consent Agenda item.

City of Sachse
Monthly Revenue and Expenditure Report
 April 30, 2013
 (Unaudited)

GENERAL FUND

58% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 58%
Revenue Summary					
Property Tax	\$ 7,036,517	\$ 39,052	\$ 6,927,006	98.44%	
Sales Tax	833,553	54,583	495,532	59.45%	A
Franchise Fees	1,444,403	100,292	884,315	61.22%	B
Licenses and Permits	323,775	77,518	257,382	79.49%	
Service Fees	434,450	59,586	595,557	137.08%	C
Fines	330,000	28,413	206,290	62.51%	
Interest Income	5,000	-	4,076	81.52%	
Miscellaneous Income	143,097	918	76,550	53.50%	
Intergovernmental Revenue	960,271	79,988	559,916	58.31%	
Total Revenue	\$ 11,511,066	\$ 440,349	\$ 10,006,624	86.93%	
Expenditure Summary					
City Manager	\$ 294,468	\$ 21,699	\$ 179,366	60.91%	
City Secretary	153,366	17,817	89,951	58.65%	
Human Resources	248,104	12,855	123,395	49.74%	
Finance	478,268	20,242	268,703	56.18%	
Municipal Court	166,610	13,072	89,146	53.51%	
Parks & Recreation	737,643	56,703	410,491	55.65%	
Senior Programs	104,312	6,945	59,536	57.07%	
Library Services	291,436	20,037	169,799	58.26%	
Community Development	603,315	42,520	348,534	57.77%	
Streets & Drainage	1,138,483	62,925	649,410	57.04%	
Facility Maintenance	325,081	18,832	154,069	47.39%	
Police	3,170,903	219,192	1,932,289	60.94%	
Animal Control	137,201	9,032	81,318	59.27%	
Fire/EMS	2,209,598	158,666	1,255,854	56.84%	
Combined Services	1,176,674	92,305	750,913	63.82%	
City Engineer	274,155	17,673	119,598	43.62%	
Total Expenditures	\$ 11,509,617	\$ 790,515	\$ 6,682,372	58.06%	
Total Revenue Over/Under Expenses	\$ 1,449	\$ (350,166)	\$ 3,324,252		

Explanation of Major Variances:

- A Sales tax collections in the current year are at 59.45% compared to 55.59% in the previous year.
- B 2nd Quarter Electric Franchise posted in May previous year, April current year
- C Developer Fees for the current period are significantly higher than the same time period last year.

City of Sachse
Monthly Revenue and Expenditure Report
April 30, 2013
(Unaudited)

UTILITY FUND

58% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 58%
Revenue Summary					
Water Revenue	\$ 4,062,949	\$ 241,485	\$ 1,860,396	45.79%	A
Sewer Revenue	2,974,582	257,343	1,642,006	55.20%	B
Fees	150,900	12,559	106,171	70.36%	
Impact Fees	120,000	62,551	96,490	80.41%	C
Interest Income	3,500	-	2,162	61.78%	
Miscellaneous Income	1,200	-	95	7.92%	
Total Revenue	\$ 7,313,131	\$ 573,936	\$ 3,707,319	50.69%	
Expenditure Summary					
Utility Administration	\$ 250,758	\$ 22,279	\$ 139,516	55.64%	
Water Operations	3,823,654	266,417	2,137,404	55.90%	
Sewer Operations	2,934,366	182,851	1,465,854	49.95%	
Meter Reading	121,994	6,427	79,679	65.31%	
Total Expenditures	\$ 7,130,772	\$ 477,974	\$ 3,822,453	53.61%	
Total Revenue Over/Under Expenses	\$ 182,359	\$ 95,962	\$ (115,134)		

Explanation of Major Variances:

- A** YTD Water Revenue is 13% higher than same time in prior year.
- B** YTD Sewer Revenue is 2% lower than same time in prior year.
- C** Impact Fees received through April are 125% higher than in FY2012.

Monthly Revenue and Expenditure Report
 April 30, 2013
 (Unaudited)

Debt Service Fund

58% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 58%
Revenue Summary					
Property Tax	\$ 2,492,137	\$ 13,619	\$ 2,457,783	98.62%	
Interest Income	500	-	1,272	254.37%	
Total Revenue	\$ 2,492,637	\$ 13,619	\$ 2,459,054	98.65%	
Expenditure Summary					
Fees	\$ 1,000	\$ -	\$ 823	82.33%	
Principal	1,035,000		1,035,000	100.00%	A
Interest	1,830,446		922,871	50.42%	B
Total Expenditures	\$ 2,866,446	\$ -	\$ 1,958,694	68.33%	
Total Revenue Over/Under Expenses	\$ (373,809)	\$ 13,619	\$ 500,361		

Notes: Explanation of Major Variances

- A** Annual principal payments were posted in February
- B** Debt interest is paid biannually.

City of Sachse
 Monthly Revenue and Expenditure Report
 April 30, 2013
 (Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

58% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Sales Tax	\$ 410,273	\$ 25,281	\$ 242,002	58.99%	
Interest Income	7,500	-	5,479	73.05%	
Total Revenue	\$ 417,773	\$ 25,281	\$ 247,481	59.24%	
Expenditure Summary					
Expenditures	485,866	15,074	128,941	26.54%	B
Total Expenditures	\$ 485,866	\$ 15,074	\$ 128,941	26.54%	
Total Revenue Over/Under Expenses	\$ (68,093)	\$ 10,207	\$ 118,540		

Explanation of Major Variances:

A Expenditures for FY12-13 as of April are at 26.54% compared to 29.30% for same time period in prior year.



Legislation Details (With Text)

File #:	13-1560	Version:	1	Name:	Railroad Quiet Zone
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	5/23/2013	In control:		In control:	City Council
On agenda:	6/3/2013	Final action:		Final action:	

Title: Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the Project Development Agreement by and between the City of Sachse, Texas, and the Sachse Economic Development Corporation ("SEDC"), providing for the establishment of a quiet zone; authorizing its execution by the Mayor; and providing for an effective date.

Executive Summary

The Sachse Economic Development Corporation recommends to the City Council to approve the expenditure of funds for this project.

Sponsors:

Indexes:

Code sections:

- Attachments:**
- [RailroadQuietZoneProjectDevAg.pdf](#)
 - [RailroadQuietZoneFacilitiesAg.pdf](#)
 - [RailroadQuietZoneCCReso.pdf](#)
 - [RailroadQuietZoneSEDCReso.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 Project Development Agreement by and between the City of Sachse, Texas, and the Sachse Economic Development Corporation ("SEDC"), providing for the establishment of a quiet zone; authorizing its execution by the Mayor; and providing for an effective date.

Executive Summary

The Sachse Economic Development Corporation recommends to the City Council to approve the expenditure of funds for this project.

Background

The purpose of the project is to establish a Railroad Quiet Zone within the City of Sachse. Over the years, several representatives of the business community in Sachse have come forward and requested that the City establish a Railroad Quiet Zone within the city limits to promote a positive business atmosphere. The City was approved recently with a proposal to partner with a private entity in funding the Quiet Zone. The City has requested that the Sachse Economic Development Corporation partner in the creation of a Quiet Zone for the purpose of spurring commercial activity in the vicinity of State Highway 78. While the City's negotiations with the private partner are ongoing, we do anticipate the private entity to fund

approximately 50% and request that the Sachse Economic Development Corporation provide approximately 25% of the project funds with the City funding the remaining 25%. The Sachse Economic Development Corporation is requesting approval to fund an amount not to exceed \$142,450.00.

Policy Considerations

The Development Corporation Act, Chapters 501-505 of the Texas Local Government Code authorizes the Sachse Economic Development Corporation to provide economic development grants for the creation and retention of primary jobs that are required for the development of manufacturing and industrial facilities and for infrastructure suitable for new or expanded industrial business enterprises; and the Sachse Economic Development Corporation has determined that the Railroad Quiet Zone constitutes a "project", as that term is defined in the Development Corporation Act; and the Sachse Economic Development Corporation has determined that the payment of costs for the Quiet Zone is suitable to promote or develop new or expanded business enterprises within the City; and the Sachse Economic Development Corporation desires to assist the City in the funding for the Railroad Quiet Zone.

A public hearing on this project was held on May 22, 2013 at 6:30PM with a 60 day notice requirement. There was not anyone present to speak against the project.

Budgetary Considerations

The total anticipated cost to create a Quiet Zone is Five Hundred Thirty-Four Thousand Nine Hundred Dollars (\$534,900.00) (the "Estimated Costs"). The Sachse Economic Development Corporation agrees to provide the Grant to the City for payment of twenty-five percent (25%) of the Project costs not to exceed \$142,450.00.

Staff Recommendations

The Sachse Economic Development Corporation recommends approval of a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the Project Development Agreement by and between the City of Sachse, Texas, and the Sachse Economic Development Corporation ("SEDC"), providing for the establishment of a quiet zone; authorizing its execution by the Mayor; and providing for an effective date as a Consent Agenda Item.

STATE OF TEXAS §
 § **PROJECT DEVELOPMENT AGREEMENT**
COUNTY OF DALLAS §

This Project Development Agreement (“Agreement”) is made by and between the City of Sachse, Texas (“City”) and the Sachse Economic Development Corporation (“SEDC”), (collectively the “Parties” or singularly a “Party”), acting by and through their respective authorized officers.

WITNESSETH:

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

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

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

WHEREAS, the City has or intends to enter into a facilities agreement with the Developer for cost participation in the establishment of the Quiet Zone (the “Facilities Agreement”); and

WHEREAS, the SEDC has adopted programs for promoting economic development; and

WHEREAS, the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code, as amended (the “Act”), authorizes the SEDC to provide economic development grants for the creation and retention of primary jobs that are required for the development of manufacturing and industrial facilities and for infrastructure suitable for new or expanded industrial business enterprises; and

WHEREAS, the SEDC has determined that the Quiet Zone constitutes a “project”, as that term is defined in the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (the “Act”); and

WHEREAS, the SEDC has determined that the payment of costs for the Quiet Zone is suitable to promote or develop new or expanded business enterprises within the City; and

WHEREAS, the SEDC desires to assist the City in the funding for the Quiet Zone; and

WHEREAS, the SEDC and City find and determine that this Agreement will further the objectives of the SEDC, will benefit the City and the City's inhabitants, will promote local economic development and stimulate business and commercial activity in the City;

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the Parties agree as follows:

Article I
Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

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

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

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

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

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

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

“Grant” shall mean the twenty-five percent (25%) of the Project costs not to exceed One Hundred Forty-Two Thousand Four Hundred Fifty Dollars (\$142,450.00), to be paid to the City for the establishment of the Quiet Zone.

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

“Property” shall have the same meaning as assigned in the Facilities Agreement.

“SEDC” shall mean the Sachse Economic Development Corporation.

Article II

Term

The term of this Agreement shall begin on the Effective Date and shall continue until all Parties have satisfied all of their respective obligations, unless sooner terminated as provided herein.

Article III

Project

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

3.2 Project Costs. (a) The total anticipated cost to create a Quiet Zone is Five Hundred Thirty-Four Thousand Nine Hundred Dollars (\$534,900.00) (the “Estimated Costs”). The SEDC agrees to provide the Grant to the City for payment of twenty-five percent (25%) of the Project costs not to exceed One Hundred Forty-Two Thousand Four Hundred Fifty Dollars (\$142,450.00). The City intends to pay twenty-five percent (25%) of the Project costs. The Developer has agreed to pay fifty percent (50%) of the costs for the Project in an amount not to exceed Two Hundred Sixty-Seven Thousand Four Hundred Fifty Dollars (\$267,450.00), to be paid in the following installments:

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

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

(b) The Parties acknowledge and agree that the Estimated Costs is merely an estimate and that the final actual costs of the Project may be more or less than the Estimated Costs. The amount to be paid by the Developer and the SEDC to City will be based on the actual final cost of construction of the Project. In the event the final actual costs for the Project are less than the Estimated Costs the City shall refund the SEDC's prorated share of such overpayment of the Estimated Costs. If Commencement or Completion of Construction of the Project does not occur, the City shall remit to SEDC any unspent portion of the Grant.

3.3 Project Construction. Subject to events of Force Majeure, City agrees to cause the Commencement of Construction of the Project to occur on or before the receipt of the First Installment of \$45,000.00 from Developer, and subject to events of Force Majeure to cause Completion of Construction of the Project to occur on or before twelve (12) months after the receipt of the Second Installment of \$222,450.00 from Developer.

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

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

3.6 Grant. Subject to the obligation of the City to repay the Grant as provided in Article V hereof and the continuing obligation of the City to satisfy all of the terms and conditions of this Agreement, the SEDC agrees to provide the City with a Grant to be paid within five (5) business days after receipt of a Payment Request. The Grant made hereunder shall be provided solely from lawful available funds. The SEDC shall have no obligation or liability to pay any portion of the Grant unless SEDC appropriates funds to make such payment during the budget year in which the Grant is payable.

Article IV
Conditions to Economic Development Grant

The obligation of the SEDC to pay the Grant shall be conditioned upon the compliance and satisfaction by the City of the terms and conditions of this Agreement, and each of the following conditions:

4.1 Payment Request. The City shall, as a condition precedent to the payment of the Grant, provide the SEDC with a Payment Request accompanied with a copy of the contract with the consultant(s) for the Study.

4.2 Good Standing. The City shall not have an uncured breach or default of this Agreement or any Related Agreements.

4.3 Closing. The Developer shall have closed its purchase of the Property.

Article V Termination

- 5.1 This Agreement terminates upon any one or more of the following:
- (a) by mutual written agreement of the Parties;
 - (b) on the Expiration Date;
 - (c) by either Parties in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof;
 - (d) by either Parties, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or
 - (e) by SEDC, if the Facilities Agreement is terminated.

5.2 In the event the Agreement is terminated by the SEDC pursuant to Section 5.1 (c), (d), or (e), the City shall immediately pay to the SEDC an amount equal to all SEDC Grant funds provided under this Agreement prior as of the date of such termination. The repayment obligation of City set forth in this section 5.2 shall survive termination.

Article VI Miscellaneous

6.1 Binding Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and permitted assigns of the respective Parties. This Agreement may not be assigned without the prior written consent of the SEDC.

6.2 Limitation on Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. It is understood and agreed between the Parties that Company, in satisfying the conditions of this Agreement, has acted independently, and SEDC assumes no responsibilities or liabilities to third Parties in connection with these actions.

6.3 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this Agreement. The Company represents and warrants to the City that the Company is a duly formed, validly existing Texas limited company in good standing under the laws of the State of Texas and is authorized to transact business in the State of Texas.

6.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, addressed to the Parties at the address set forth below or on the day actually received as sent by courier or otherwise hand delivered.

If intended for SEDC, to:

Attention: Executive Director
Sachse Economic Development
Corporation
3815-B Sachse Road
Sachse, Texas 75048

With a copy to:

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

If intended for City, to:

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

With a copy to:

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

6.5 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

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

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

6.8 Legal Construction. 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 other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

6.10 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.11 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for the purposes wherever reference is made to the same.

6.12 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.

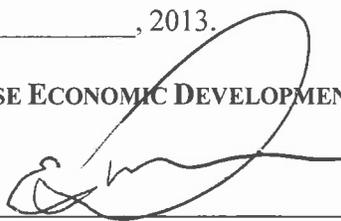
6.13 Employment of Undocumented Workers. During the term of this Agreement the City agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the City shall repay the amount of the Grant received by the City from the SEDC as of the date of such violation within 120 business days after the date the City is notified by the SEDC of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The City is not liable for a violation of this section by a contractor or subcontractor of the City or by a person with whom the City contracts.

6.14 Conditions Precedent. This Agreement is subject to and conditioned upon: (i) the authority of the SEDC to undertake the obligations herein as an authorized project under the Act, sixty (60) days after public hearing and notice, as applicable; and (ii) the execution of the Facilities Agreement by the Developer and City.

(Signature Page to Follow)

EXECUTED on this 22 day of May, 2013.

SACHSE ECONOMIC DEVELOPMENT CORPORATION

By: 

Eric Dumois, President

EXECUTED on this _____ day of _____, 2013.

CITY OF SACHSE, TEXAS

By: _____

Mike Felix, Mayor

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

FACILITIES AGREEMENT

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

RECITALS:

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

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

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

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

Article I
Term; Termination

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

1.2 Termination. This Agreement shall be terminated

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

Article II Definitions

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

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

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

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

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

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

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

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

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

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

Article III Project

3.1 Preparation of Plans; Bidding; Funding Responsibility.

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

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

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

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

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

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

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

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

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

Article IV
Miscellaneous

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

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

If intended for City, to:

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

With a copy to:

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

With a copy to Engineer:

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

If intended for Developer, to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Page to Follow]

EXECUTED in duplicate originals this, the 16th day of April, 2013.

CITY OF SACHSE, TEXAS

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

ATTEST:

By: Terry Smith
Terry Smith, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

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

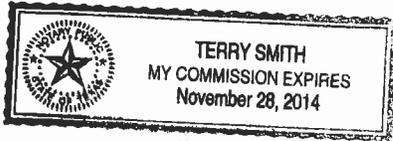
WESTERN RIM PROPERTY SERVICES, INC.

By: Matthew J. Hiles
Matthew J. Hiles, Executive Vice President

City Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on 16th day of April, 2013, by William K. George, City Manager of the City of Sachse, Texas, a Texas home rule municipality, on behalf of said municipality.



Terry Smith

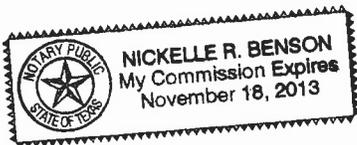
Notary Public, State of Texas

My Commission Expires: _____

Developer Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

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



Nickelle R. Benson

Notary Public, State of Texas

My Commission Expires: November 18, 2013

LEGAL DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

North 29°56'30" East, a distance of 60.45 feet to a 5/8" iron rod found for corner;

North 0°03'30" West, a distance of 114.07 feet to a 5/8" iron rod found for corner;

North 89°56'30" East, a distance of 140.00 feet to a 5/8" iron rod found for corner;

North 0°03'30" West, a distance of 205.00 feet to the **POINT OF BEGINNING** and containing 18.712 acres or 815,085 square feet of land.

SURVEYORS CERTIFICATION:

To:

Exhibit “B”

Estimated Costs for Project

Opinion of Cost for Quiet Zones in Sachse

CITY OF SACHSE, TEXAS

Summary By: WL

Checked By:

Date:

11/30/2012

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

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

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

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

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE PROJECT DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SACHSE, TEXAS, AND THE SACHSE ECONOMIC DEVELOPMENT CORPORATION (“SEDC”), PROVIDING FOR THE ESTABLISHMENT OF A QUIET ZONE; AUTHORIZING ITS EXECUTION BY THE MAYOR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented with a proposed Project Development Agreement (herein the “Agreement”) between the City of Sachse, Texas, and the Sachse Economic Development Corporation for establishment of a railroad quiet zone at the intersection of the Kansas City Southern Railway Company rail line within the City between the intersection of the rail line and Murphy Road and the northern City limits, 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 Mayor 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 Project Development Agreement, a copy of which is attached hereto as Exhibit “A”, be and the same are hereby approved.

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

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

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

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

APPROVED AS TO FORM:



Peter G. Smith, City Attorney
(PGS:5-6-13:TM 60553)

Exhibit "A"
Project Development Agreement

(to be attached)

RESOLUTION NO. 0522

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SACHSE ECONOMIC DEVELOPMENT CORPORATION (“SEDC”), APPROVING THE TERMS AND CONDITIONS OF THE PROJECT DEVELOPMENT AGREEMENT BY AND BETWEEN THE SACHSE ECONOMIC DEVELOPMENT CORPORATION (“SEDC”) AND THE CITY OF SACHSE, TEXAS, PROVIDING FOR THE ESTABLISHMENT OF A QUIET ZONE; AUTHORIZING ITS EXECUTION BY THE PRESIDENT OF THE BOARD OF DIRECTORS OF THE SEDC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Directors of the SEDC has been presented with a proposed Project Development Agreement (herein the “Agreement”) to be entered into between the City of Sachse, Texas, and the Sachse Economic Development Corporation for establishment of a railroad quiet zone at the intersection of the Kansas City Southern Railway Company rail line within the City of Sachse between the intersection of the rail line and Murphy Road and the northern City limits, 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 Board of Directors is of the opinion and finds that the terms and conditions thereof should be approved, and that the President should be authorized to execute the Agreement on behalf of the SEDC;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SACHSE ECONOMIC DEVELOPMENT CORPORATION:

Section 1. That the terms, provisions, and conditions of the Project Development Agreement, a copy of which is attached hereto as Exhibit “A”, be and the same are hereby approved.

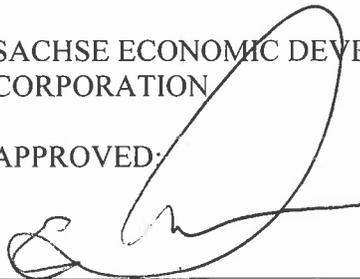
Section 2. That the President of the Sachse Economic Development Corporation is hereby authorized to execute the Project Development Agreement on behalf of the SEDC, and any amendments or other instruments related thereto.

Section 3. That this Resolution shall take effect immediately from and after its passage, and it is, accordingly, so resolved.

DULY RESOLVED AND ADOPTED by the Sachse Economic Development Corporation, this 22 day of May, 2013.

SACHSE ECONOMIC DEVELOPMENT
CORPORATION

APPROVED:



Eric Dumois, President

APPROVED AS TO FORM:



Peter G. Smith, General Counsel

(PGS:5-6-13:TM 60556)

Exhibit "A"
Project Development Agreement

(to be attached)



Legislation Details (With Text)

File #: 13-1571 **Version:** 1 **Name:** Quiet Zone Funding Approval
Type: Agenda Item **Status:** Agenda Ready
File created: 5/31/2013 **In control:** City Council
On agenda: 6/3/2013 **Final action:**

Title: Consider a resolution of the City Council of the City of Sachse, Texas, approving the source of funding for costs associated with the establishment of a railroad quiet zone within the city limits of the City of Sachse, Texas; and providing for an effective date.

Executive Summary

The purpose of this item is to establish the funding source for the City's costs associated with a new quiet zone in Sachse. A private developer is providing approximately 1/2 of the total project costs and the Sachse Economic Development Corporation has approved a resolution providing approximately 1/4 of the total costs. Sachse's obligation is the remainder of the total project cost which is anticipated to be approximately \$ 142,450.00.

Sponsors:

Indexes:

Code sections:

Attachments: [51Sachse RESO approving funding for establishment of railroad quiet zone60865](#)

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 source of funding for costs associated with the establishment of a railroad quiet zone within the city limits of the City of Sachse, Texas; and providing for an effective date.

Executive Summary

The purpose of this item is to establish the funding source for the City's costs associated with a new quiet zone in Sachse. A private developer is providing approximately 1/2 of the total project costs and the Sachse Economic Development Corporation has approved a resolution providing approximately 1/4 of the total costs. Sachse's obligation is the remainder of the total project cost which is anticipated to be approximately \$ 142,450.00.

Background

The City has entered into an agreement with Western Rim Property Services, Inc. to establish a quiet zone within the city limits. Western Rim has agreed to provide up to \$ 267,450.00, or approximately 50% of the funding for the project.

The Sachse EDC has approved a resolution provide approximately 25% of the project funding: an amount not to exceed \$ 142,450.00.

The city is responsible for the remaining approximately 25% of the costs and will deliver the

project.

The source of funding is proposed to be the 2006 Transportation Bond Funds.

Policy Considerations

The city is obligated to deliver the quiet zone.

Budgetary Considerations

2006 Transportation Bond Funds are a suitable source for Sachse's portion of the project funding.

Staff Recommendations

Approve a Resolution of the City Council of the City of Sachse, Texas, approving the source of funding for costs associated with the establishment of a railroad quiet zone within the city limits of the City of Sachse, Texas; 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 SOURCE OF FUNDING FOR COSTS ASSOCIATED WITH THE ESTABLISHMENT OF A RAILROAD QUIET ZONE WITHIN THE CITY LIMITS OF THE CITY OF SACHSE, TEXAS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has approved a Facilities Agreement for the construction of a Railroad quiet zone within the City of Sachse, Texas between the City of Sachse, Texas, and Western Rim Property Services, Inc, related to the KCS Quiet Zone Project along the Kansas City Southern Railroad in the City of Sachse; and

WHEREAS, Western Rim Property Services, Inc, has agreed to provide an amount not to exceed \$267,450.00 for approximately fifty percent of the costs to establish a quiet zone; and

WHEREAS, the Board of Directors of the Sachse Economic Development Corporation (“SEDC”) has approved the terms and conditions of a Project Development Agreement by and between the Sachse Economic Development Corporation (“SEDC”) and the City of Sachse, Texas providing for the establishment of a quiet zone; and

WHEREAS, The Sachse Economic Development Corporation (“SEDC”) Board of Directors has agreed to provide an amount not to exceed \$142,450.00 for approximately twenty five percent of the costs to establish a quiet zone; and

WHEREAS, upon full review and consideration of all matters related to the establishment of a railroad quiet zone within the city limits of the City of Sachse, Texas, the City Council finds that the funding for the City’s portion of costs shall be provided by 2006 City of Sachse Transportation Bond Funds;

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

SECTION 1. The City shall provide funding for approximately one quarter of the costs to establish a railroad quiet zone within the city limits of the City of Sachse, Texas with such funds being 2006 City of Sachse Transportation Bond Funds.

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 3rd day of June, 2013.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

APPROVED AS TO FORM:

Peter G. Smith

Peter G. Smith, City Attorney
(PGS:5-30-13:TM 60865)

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



Legislation Details (With Text)

File #: 13-1568 **Version:** 1 **Name:** Consider a resolution authorizing the City Manager of Sachse to execute a contract

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

File created: 5/29/2013 **In control:** City Council

On agenda: 6/3/2013 **Final action:**

Title: Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the agreement, by and between the City of Sachse, Texas and Maddox Surveying & Mapping, Inc. to provide land surveying services related to the KCS Quiet Zone Project; and providing for an effective date.

Executive Summary

This contract will allow the surveying consultant, Maddox Surveying & Mapping, Inc., to begin land surveying 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 Resolution Approving Maddox Surveying & Mapping Agreement60863 PDF](#)
[2013 Maddox Surveying Agrmnt.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, by and between the City of Sachse, Texas and Maddox Surveying & Mapping, Inc. to provide land surveying services related to the KCS Quiet Zone Project; and providing for an effective date.

Executive Summary

This contract will allow the surveying consultant, Maddox Surveying & Mapping, Inc., to begin land surveying 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 Maddox Surveying & Mapping, Inc. for land surveying services related to the implementation of a Quiet Zone along the Kansas City Southern Railroad in the City of Sachse. The consultant scope will include a topographic survey of the 3rd Street, Ben Davis, and Park Lane crossings at the Kansas City Southern Railroad corridor. .

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 Maddox Surveying & Mapping, Inc., the consultant will provide land surveying services on a fixed fee basis not to exceed the sum of \$2,100.00 without prior approval. 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, by and between the City of Sachse, Texas and Maddox Surveying & Mapping, Inc. to provide land surveying services related to the KCS Quiet Zone Project; 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 AN AGREEMENT, BY AND BETWEEN THE CITY OF SACHSE, TEXAS AND MADDOX SURVEYING & MAPPING, INC. TO PROVIDE LAND SURVEYING SERVICES RELATED TO THE KCS QUIET ZONE PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Sachse has been presented with a proposed Agreement between the City of Sachse and Maddox Surveying & Mapping, Inc. (the "Agreement") to provide land surveying services related to the KCS Quiet Zone Project located along the Kansas City Southern Railroad Corridor within the City;

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

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

SECTION 1. That the City Manager is hereby authorized to execute the Agreement, attached hereto as Exhibit "A", with Maddox Surveying & Mapping, Inc. to provide land surveying services related to the KCS Quiet Zone Project.

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

EXHIBIT "A"
AGREEMENT

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 Maddox Surveying & Mapping, 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 Land Surveying Services related to the KCS Quiet Zone Project along the Kansas City Southern Railroad Corridor in the City of Sachse, including: topographic surveying of 3rd Street, Park Lane, and Ben Davis across and adjacent to the Kansas City Southern Railroad 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 Topographic Survey 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 \$2,100.00.

4.2 City shall compensate Professional for services provided pursuant to this Agreement and, as set forth in this Article, within thirty (30) days after receiving Professional’s invoice, provided there are no errors or discrepancies and that all work noted on the invoice has been completed.

4.3 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:

Brian J. Maddox, R.P.L.S.
President of Operations
Maddox Surveying & Mapping, Inc.
P.O. Box 2109
Forney, TX 75126

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.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2013.

City of Sachse, Texas

By: _____
William K. George, City Manager

Approved as to form:

By: 
Joe Gorfida, Jr., City Attorney
(JJG/05-30-13/60856)

EXECUTED this _____ day of _____, 2013.

Maddox Surveying & Mapping, Inc.

By: _____
Brian J. Maddox, President of Operations

EXHIBIT "A"

Maddox Surveying & Mapping, Inc.
P.O. Box 2109
Forney, Texas 75126
Phone: 972-564-4416

May 24, 2013

To: City of Sachse
3815-B Sachse Road
Sachse, Tx. 75048

**SUBJECT: Surveying Services Park Lane, 3rd Street, & Ben Davis
Topographic Survey of area outlined in Red per City of
Sachse**

To: Greg A. Peters, P.E.

MADDOX SURVEYING & MAPPING is pleased to submit this proposal to provide Professional Surveying services for the subject project. This proposal includes a brief discussion of the scope of work and associated compensation. We understand that you wish to begin work on this project in the next week.

Based on our preliminary discussions and review of the project, the following is our understanding of the Services to be provided by MADDOX SURVEYING for the subject project.

1. Field work to locate all visible improvements and elevations within outlined area showing 1 foot contours and spot elevations.

COMPENSATION:

We will perform the above services for a fee of \$2,100.00

This proposal, unless otherwise noted, constitutes our understanding of the services to be provided by MADDOX SURVEYING & MAPPING on the project described above. This proposal is offered for a period of thirty (30) days after which, if said

EXHIBIT "A"

proposal has not been executed, said proposal shall no longer be valid.

We appreciate the opportunity to submit this proposal and look forward to working with you on this important project. If this proposal is acceptable, please sign where indicated below and return one copy to our office for our mutual agreement. Please contact me with any questions or comments you may have regarding this proposal.

Best Regards,

MADDOX SURVEYING & MAPPING, INC.

Brian J. Maddox, R.P.L.S.
President of Operations

ACCEPTED BY:

Signature _____ Date _____

Print Name and Title

EXHIBIT "A"

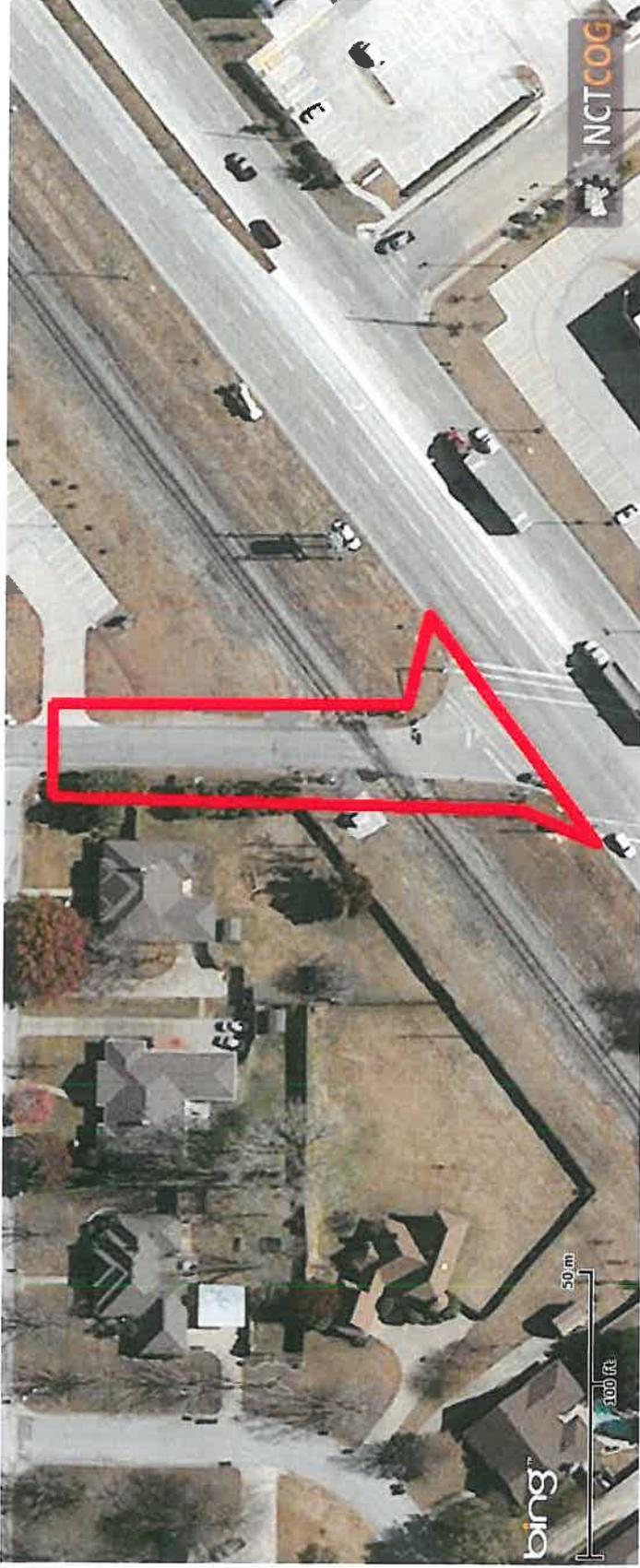
3rd Street
(Scope Item)



- The existing crossing at 3rd Street will require improvements to achieve a "Quiet Zone" designation.
- It is estimated that the improvements will include:
 - Widening the road North and South of the railroad tracks
 - Construction of a concrete curb median between the two lanes of traffic
 - Signage and striping
 - Potential relocation/improvement of existing railroad warning signal and crossing arms
- Survey Scope should include:
 - Survey of limits as shown above in **RED**.

EXHIBIT "A"

Ben Davis Road (Scope Item)



- The existing crossing at Ben Davis will require improvements to achieve a "Quiet Zone" designation.
- It is estimated that the improvements will include:
 - Widening the road North and South of the railroad tracks
 - Construction of a concrete curb median between the two lanes of traffic
 - Signage and striping
 - Potential relocation/replacement of existing railroad warning signal and crossing arms (if replaced – replaced with standard equipment)
- Survey Scope should include:
 - Survey of limits as shown above in RED.

EXHIBIT "A"

Park Lane
(Scope Item)



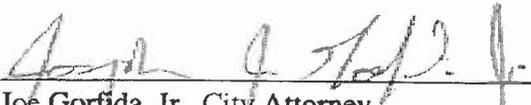
- The existing crossing at Park will require improvements to achieve a "Quiet Zone" designation.
- It is estimated that the improvements will include:
 - Widening the road North and South of the railroad tracks
 - Construction of a concrete curb median between the two lanes of traffic
 - Signage and striping
 - Potential relocation/improvement of existing railroad warning signal and crossing arms
- Survey Scope should include:
 - Survey of limits as shown above in **RED**.

EXECUTED this _____ day of _____, 2013.

City of Sachse, Texas

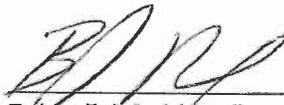
By: _____
William K. George, City Manager

Approved as to form:

By: 
Joe Gorfida, Jr., City Attorney
(JJG/05-30-13/60856)

EXECUTED this 30th day of May, 2013.

Maddox Surveying & Mapping, Inc.

By: 
Brian J. Maddox, President of Operations



Legislation Details (With Text)

File #:	13-1553	Version:	1	Name:	Resolution for Hancher Library Grant
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	5/20/2013	In control:		In control:	City Council
On agenda:	6/3/2013	Final action:		Final action:	

Title: Consider a resolution of the City Council of the City of Sachse, Texas, authorizing the application for the 2013 Ladd and Katherine Hancher Library Foundation grant.

Executive Summary

Library Manager is requesting consideration and approval for the resolution to write a Hancher Library Foundation grant. The grant will be for \$23,000 to fund additional furniture for the children's area, add a teen area, shelving, and books for both children and teens.

Sponsors:

Indexes:

Code sections:

Attachments: [res Hancher Resolution](#)
[Council Presentation June 3 2013 PDF](#)

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

Title

Consider a resolution of the City Council of the City of Sachse, Texas, authorizing the application for the 2013 Ladd and Katherine Hancher Library Foundation grant.

Executive Summary

Library Manager is requesting consideration and approval for the resolution to write a Hancher Library Foundation grant. The grant will be for \$23,000 to fund additional furniture for the children's area, add a teen area, shelving, and books for both children and teens.

Background

The Hancher Library Foundation foundation provides funding to libraries to help with funding for libraries serving 50,000 or less. Projects are reviewed for the level of educational contribution to the community. Funding will not be considered for normal operation expenses, salaries, or benefits. This project fits within the foundation's guidelines.

Grant funds will allow the Library staff to add children's furniture to meet the seating needs for story time and add small teen area. Shelving will be added to both the teen area and easy readers. Existing shelves are at capacity in these areas. New furniture and shelving will make the library more appealing to citizens which will result in increased programming numbers and circulation.

Policy Considerations

N/A

Budgetary Considerations

No matching funds are required for this grant.

Staff Recommendations

Consider a resolution of the City of Sachse, Texas, authorizing the application for the 2013 Hancher Library Foundation Grant for furniture and books.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL AT THE CITY OF SACHSE, TEXAS AUTHORIZING THE APPLICATION FOR THE 2013 HANCHER FOUNDATION GRANT FOR FURNITURE AND LIBRARY MATERIALS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sachse Public Library provides library services for the citizens of Sachse; and

WHEREAS, the Sachse Public Library desires additional funding for furniture and library materials; and

WHEREAS, the Hancher Foundation Grant offers funding for that enhancement.

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

SECTION 1. The City Manager of the City of Sachse is hereby authorized to apply for the Hancher Foundation Grant for furniture and library materials.

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 3rd day of June, 2013.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

HANCHER GRANT RESOLUTION

CITY COUNCIL MEETING

June 3, 2013



Highlights of Hancher Grant

- The Ladd and Katherine Hancher Library Foundation will consider requests from public libraries serving populations 50,000 or less. The Sachse Public Library is applying for \$23,000 for materials and furniture.

Katherine and Ladd Hancher Grant Resolution

- Approve a resolution of the City Council of the City of Sachse, Texas authorizing the Sachse Public Library to apply for the Katherine and Ladd Hancher Grant for \$23,000 for furniture and library materials.



Legislation Details (With Text)

File #:	13-1566	Version:	1	Name:	Commercial Announcement: Healthcare
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	5/29/2013	In control:		In control:	City Council
On agenda:	6/3/2013	Final action:		Final action:	

Title: Presentation by and discussion with Mr. Bill Persefield of Medica Development, LLC and Mr. David Wanger of Incepta Healthcare, LLC on a proposed commercial development to be located near the northeast corner of the President George Bush Turnpike and Miles Road in Sachse, Texas.

Executive Summary

Mr. Bill Persefield and Mr. David Wanger will present a proposed new commercial development planned for Sachse's Toll District.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Presentation by and discussion with Mr. Bill Persefield of Medica Development, LLC and Mr. David Wanger of Incepta Healthcare, LLC on a proposed commercial development to be located near the northeast corner of the President George Bush Turnpike and Miles Road in Sachse, Texas.

Executive Summary

Mr. Bill Persefield and Mr. David Wanger will present a proposed new commercial development planned for Sachse's Toll District.

Background

Mr. Persefield has been in negotiations with the current property owner for the property located at the northeast corner of the President George Bush Turnpike and Miles Road in Sachse, Texas. Those negotiations have been productive for his company and he is presenting his proposed new development to the City Council.

Policy Considerations

The Toll District currently has an zoning overlay district that allows for certain types of commercial development.

Budgetary Considerations

None.

Staff Recommendations

Receive the presentation and discuss as appropriate.



Legislation Details (With Text)

File #: 13-1564 **Version:** 1 **Name:** Distinguished Budget Presentation Award
Type: Agenda Item **Status:** Agenda Ready
File created: 5/28/2013 **In control:** City Council
On agenda: 6/3/2013 **Final action:**
Title: Presentation of the Government Finance Officers Association Distinguished Budget Presentation Award to the Finance Department.

Executive Summary

The Government Finance Officers Association of the United States and Canada (GFOA) has awarded a Distinguished Budget Presentation Award to the City of Sachse, Texas for its annual budget for the fiscal year beginning October 1, 2012. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as a financial plan, as an operations guide, and as a communication device. In addition to receiving the award, the City's budget received special designation for Special Performance Measures Recognition.

Sponsors:

Indexes:

Code sections:

Attachments: [GFOA Budget Certificate.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Presentation of the Government Finance Officers Association Distinguished Budget Presentation Award to the Finance Department.

Executive Summary

The Government Finance Officers Association of the United States and Canada (GFOA) has awarded a Distinguished Budget Presentation Award to the City of Sachse, Texas for its annual budget for the fiscal year beginning October 1, 2012. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as a financial plan, as an operations guide, and as a communication device. In addition to receiving the award, the City's budget received special designation for Special Performance Measures Recognition.

Background

The GFOA Distinguished Budget Presentation Award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by the organization. The budget document is examined by a panel of three independent reviewers and must be rated as proficient or outstanding by two out of the three reviewers in four categories: as a policy document, as a financial plan, as an operations guide, and as a communications device.

This is the City's first Distinguished Budget Presentation Award, and this was the first budget submitted for consideration.

Policy Considerations

None

Budgetary Considerations

None

Staff Recommendations

No action is necessary.



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO
**City of Sachse
Texas**

Special Performance Measures Recognition

For the Fiscal Year Beginning

October 1, 2012

Christopher P. Morill *Jeffrey R. Egan*

President

Executive Director



Legislation Details (With Text)

File #: 13-1570 **Version:** 1 **Name:** SEDC update.
Type: Agenda Item **Status:** Agenda Ready
File created: 5/31/2013 **In control:** City Council
On agenda: 6/3/2013 **Final action:**
Title: Staff Briefing: Sachse Economic Development Corporation update.

Executive Summary
A brief update of ongoing projects and future initiatives will be presented to the City Council.

Sponsors:

Indexes:

Code sections:

Attachments: [SEDC director presents economic status report.pdf](#)
[SEDC director presents economic status report 2.pdf](#)

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

Title
Staff Briefing: Sachse Economic Development Corporation update.

Executive Summary
A brief update of ongoing projects and future initiatives will be presented to the City Council.

Background
There has been a lot of economic development activity in the City of Sachse. Individual projects have been coming on-line which indicate there is new growth and development in the City of Sachse. If you combine all these projects into one update, it shows there is a lot of commercial activity in the city with many construction projects already started or planned to be started by the end of the year. The Sachse Economic Development Corporation has identified the President George Bush Turnpike and Highway 78 as major corridors for development and is concentrating on bringing new development to these areas.

Policy Considerations
The mission of the Sachse Economic Development Corporation is to act on behalf of the City of Sachse in promoting and developing authorized projects, while supporting economic development activities to retain, expand and attract businesses for the purpose of diversifying the tax base and improving the quality of life of the citizens of Sachse.

Budgetary Considerations
The Board of Directors is considering setting aside funds for budget year 2013-2014 for incentive purposes to initiate economic development.

Staff Recommendations
None.

The Sachse News

Shining on the community, events and people of Sachse

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sachsenews.com

Volume 9 Issue 18

Wylie, Texas

Thursday, May 23, 2013

C&S Media Publications

2 Sections, 14 Pages

75 cents

SEDC director presents economic status report

By **Patty Montagno**
Staff Writer

pmontagno@sachsenews.com

Economic development around the city was the main topic of the May 14 Sachse Chamber of Commerce luncheon. The featured speaker was Economic Development Corporation Executive Director Carlos Vigil.

During his presentation Vigil said, "Sachse is booming right now with development."

Clayton Collins was introduced as the new SEDC intern.

Vigil mentioned that Sachse has seven new housing developments under construction with a total of 450 new homes and a multi-family development with a proposed 388 units.

He mentioned eight new commercial projects that include a Sachse Walmart, Church's Chicken, Pirkey Veterinary Clinic, Barnyard Day Care, Spring Meadows Day Care, Glen Carr

Memory Care Facility, a crematorium facility and a Subway.

"Northplace Church is starting construction on their property located off the President George Bush Turnpike," Vigil said. "Right now, you do not have to look far to notice that there is construction going on all over the city."

Vigil said within the last year 12 new businesses have opened in the city. Those new businesses Floors and More, McDonald's,

Discovery Dental, Affordable Tactical Supply, Candle Scents, 24 Hour Fitness Express, Hallmark, Cosmopawlogy, Panda Chef, First Convenience Bank, Frankie's Mexican Cuisine and Tony Vigil Insurance.

"The SEDC is currently working on developing an incentive policy to recruit new industrial businesses," he said. "We are also creating a Hwy. 78 Beautification/ Redevelopment project which will help bring a new look

to the city's retail sector and help the current businesses prosper."

During the presentation Vigil showed a business recruitment video created by the SEDC.

"The purpose of the promotional video is to recruit businesses for creating jobs, increasing the sales tax for the city while maintaining the quality of life for the residents of Sachse," he said.

Vigil also explained the results of a \$50,000 feasibility study

and master plan for a multi-sport and entertainment venue.

The SEDC contracted with Leisure and Recreation Concepts to conduct the study in 2011. Approximately one year later the results were presented during the Sept. 26 SEDC meeting and again during the Oct. 1 council meeting.

The survey was posted online through the city website.

See SACHSE page 10A



Photo by Greg Ford

Room to run

Sachse's Blake Shires (35) finds a huge hole in front thanks to the blocking of Cody Scott (88) and Jose Rios (10) during a drill. The Mustangs were scheduled to conclude spring practice Tuesday with the spring game at Homer B. Johnson Stadium.

Student arrested for sexual assault

By **Patty Montagno**
Staff Writer

pmontagno@sachsenews.com

Sachse High School student Khalil Collins, 17, of Rowlett was arrested on May 14 by Sachse Police investigators.

Collins was arrested for sexual assault of a child.

Police Chief Dennis Veach said the victim in this matter is 15 years old. Collins is being held in a Dallas jail facility on a \$25,000 bond. The case is expected to be filed with the Dallas District Attorney.

"The offense occurred on May 9," Veach said. "My understanding is that high school administration became aware of it on May 14 and reported it to us. Sachse Police are investigating."

CERT Classes announced

By **Patty Montagno**
Staff Writer

pmontagno@sachsenews.com

The Sachse Fire Department has scheduled a 2013 Community Emergency Response Team classes for June 22 and 29. Attendees must be 18 years of age by the first day of class.

"We encourage all citizens to take preparedness seriously in order to minimize loss of life and property in a disaster," Lt. James Marple said. "We are actively recruiting residents to be trained in the CERT program which includes development and training of neighborhood CERT teams to support our community."

Marple said the 21-hour basic course is scheduled over the two consecutive Saturdays and covers nine modules or topics. Attendees must be 18 years of age by the first day of class.

Marple said CERT is a group of people organized as a neighborhood-based team that receives special training to enhance their ability to recognize, respond to, and recover from a major emergency or disaster situation.

"Teams are trained by professional first responders in areas that will help them take care of themselves and others before, during and after a major emergency," Marple said. "As an organized team, individuals can provide vital services in the absence of or while waiting for the arrival of emergency responders, and they often assist once responders arrive."

Marple said anyone who lives in Sachse can apply for CERT training when classes are offered.

"We have trained several

See CERT page 3A

Library hosting summer reading club

By **Patty Montagno**
Staff Writer

pmontagno@sachsenews.com

Children of all ages are invited to pick up a book and participate in the annual Summer Reading program. The 2013 theme is "Dig into Reading."

The traditional kickoff program will start at 10 a.m. June 8 in the city amphitheater.

The event will feature face painting, frozen treats and bounce houses. The Sachse Amateur Radio Association, Shriner Clowns, and Jarvis the Fun Guy's magic show will also be on hand. During the morning, attendees will be encouraged to sign up for the program and pick out their first books. All programs with the exception of the June 21 circus show will start at 11 a.m.

Mister David, June 13

Mister David will please the crowd with puppets and music.

Critterman, June 20

Children will get some hands-on experience with our furry, scaly and creepy-crawly neighbors in this fun program.

Ringling Brothers Circus clowns, 4 p.m. June 21

Clowns Dave and Cherie will perform.

Mad Science, June 27

A spectacular science themed show.

Brett Roberts, July 11

Children's magician Brett Roberts uses magic, puppetry and storytelling.

Jungle Jim, July 18

Jungle Jim's Bugs of the World will feature insects, reptiles, amphibians, and prehistoric fossils.

Dino-Mania, July 25

Magic, music, puppets, games, storytelling.

Awards Party, Aug. 1

The party features Rockin' With Rhett. Staff will distribute certificates and prizes.



Photo by Patty Montagno

Emmie and Yeowap Koler check out a book at the Sachse Public Library May 11 book sale.

How to reach us:
972-442-5515 phone
972-442-4318 fax
news@sachsenews.com



Memorial Day celebration

The city of Sachse is inviting the community to attend the annual Memorial Day celebration at 11:30 a.m. May 27 at city hall. The event will recognize the men and women of our armed forces. The Sachse Fire Department will conduct the flag ceremony followed by an invocation and guest speakers. Various Boy Scouts and Girl Scout troops will assist with the program. The event will last approximately 30 minutes.



Barajas returns to GISD

Dr. Rene Barajas, who left the Garland Independent School District in January to assume the role of chief financial officer with the Dallas ISD, has returned to his original post. **6A**

Stage 3 water restrictions

The North Texas Municipal Water District Board of Directors has announced that member cities will go to Stage 3 drought strategies June 1. Stage 2 restrictions will remain in effect as well.

Watering is still allowed only before 10 a.m. or after 6 p.m. Limit landscape watering with sprinklers or irrigation systems at each service address to once every seven days. Sachse residents allowed to water on their trash collection day only. **2A**

LAKE LAVON LEVELS

Normal 492

483.94 ft.

as of 05/21/13

Lake Jim Chapman

Normal 440

431.45 ft.

Source: U.S. Army Corps of Engineers

Local resident walks the stage for children's cancer



Gabe McGovern hits the runway with his fashion show escorts Scott Pharr and Lynn Duncan of the Hilton Anatole.

Event proceeds will be distributed to help advance pediatric cancer research benefitting children worldwide

By Patty Montagno
Staff Writer
pmontagno@sachsenews.com

Sachse resident Gabe McGovern participated in the 25th annual Children's Cancer Fund Luncheon May 3 in the Chantilly Ballroom of the Hilton Anatole Hotel. The event was held to raise money for pediatric cancer research.

Gabe, a 6-year-old artist, showed some of his artwork during the show. McGovern is in the first grade and is taught at home. He was diagnosed with acute lymphoblastic leukemia, a cancer of the blood.

Honorary Co-Chairs Troy Aikman and Roger Staubach joined corporate sponsors, cur-

rent Dallas Cowboys players and Dallas Cowboys Cheerleaders, to present 38 young cancer patients and numerous pediatric cancer survivors in a special runway show, sponsored by Dillard's.

Gabe has two sisters, one brother and two dogs named Enzo and Ash. His favorite subjects are science and reading, and he likes to learn about animals. His hero is The Hulk because he is strong and is a good guy, too. Gabe is happiest when he is hanging out with his family. He said he was excited about the fashion show because he really likes clothes, especially sneakers. He would like to visit Australia so he can see koala bears, kangaroos and dolphins.

If Gabe could be any sea animal and live in the ocean, he would be a dolphin because they are smart and like to help people.

Event proceeds will be distributed to Children's Cancer Fund to help advance pediatric cancer research and treatment programs at Children's Medical Center and UT Southwestern Medical Center, benefiting children worldwide. One of the unique features of the event is the production of the Children's Cancer Fund Inspiration Book. This book will include original artwork by young cancer patients, inspired by their experiences with cancer. The book is available for purchase for \$16 a copy through Children's Cancer Fund at 972-664-1450.

Sachse EDC report features new commercial projects

"Right now, you do not have to look far to notice that there is construction going on all over the city."

CARLOS VIGIL, SEDC EXECUTIVE DIRECTOR

continued from page 1A

Michael Jenkins of LARC said their recommendation was based on the information provided by 160 people who responded.

The study included an artist rendering of a sports and entertainment complex possibly to be located somewhere in the President George Bush Turnpike

Business Development.

The development encompasses 542 acres that borders both sides of the eastern extension of the President George Bush Turnpike.

The complex/park would consist of about 46 entertainment and sports venues located on approximately 50 to 70 acres. Attractions would include a small water park, skate boarding,

boutique bowling, golf, archery, miniature golf, softball diamonds and football fields, inline skating, jogging and bike trails, picnic areas, horseshoes, shuffle board and hand ball courts, zip lines, light retail areas, restaurants and an amphitheater.

Vigil noted that the study shows how Sachse can become a destination point with a brand that will help the community attract development that will provide high quality of life venues and keep their tax dollars in the community.



Photo by Patty Montagno

Sachse Economic Development Director Carlos Vigil, told those gathered at the chamber luncheon that "business is booming."

Come see the NEW NEIGHBOR

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Hi-Yield Grub Free Zone III
Apply once a year. Controls grub. Covers up to 7,000 sq. ft. 20 lb bag **\$29⁹⁹**

Green Maker
Formulated especially for alkaline soils. High iron makes grass green. 30 lb bag **\$29⁹⁹**

Fertilome Over the Top II
Kills weedy grasses without injuring desirable plants. Makes 8 Gallons. 8 oz. **\$29⁹⁹**

Fertilome Weed Out With Q
Helps control crabgrass & Broadleaf weeds in your lawn. RTU 24oz. **\$5⁹⁹ pt. \$12⁹⁹**
32 oz. RTS **\$19⁹⁹**

Fertilome Lawn Food Plus Iron
Contains Iron for Greening Power! 20 lb bag covers 5,000 sq. ft. **\$24⁹⁹**
40 lb bag covers 10,000 sq. ft. **\$39⁹⁹**

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"Dad was able to maintain an active lifestyle with Orchard Park's Fitness and Wellness Program while getting assistance with daily living activities."



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Equal Housing Opportunity - Orchard Park does not discriminate based on race, color, religion, sex, handicap, familial status or national origin. License # 105295



Legislation Details (With Text)

File #:	13-1559	Version:	1	Name:	Proclamation declaring National Management Week.
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	5/23/2013	In control:		In control:	City Council
On agenda:	6/3/2013	Final action:		Final action:	
Title:	Proclamation declaring Management Week.				

Executive Summary
Representatives from Boeing Leadership Association in Richardson have requested this proclamation. Also, Representatives from Rockwell Collins Leadership Association will attend.

Sponsors:

Indexes:

Code sections:

- Attachments:** [Proc. Management Week.pdf](#)
[Request for proclamation.pdf](#)
[Rockwell Collins Request.pdf](#)

Date	Ver.	Action By	Action	Result
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Title
Proclamation declaring Management Week.

*Executive Summary
Representatives from Boeing Leadership Association in Richardson have requested this proclamation. Also, Representatives from Rockwell Collins Leadership Association will attend.*

Background
Boeing Leadership Association in Richardson has requested this proclamation recognizing Management Week. Also, Rockwell Collins Leadership Association Representatives will attend.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Mayor Felix present the proclamation declaring Management Week to both groups.

PROCLAMATION

WHEREAS, the National Management Association is the largest nonprofit management organization in the United States; and

WHEREAS, responsible and resourceful management practices are vital to the successful operation of government, business and industry; and

WHEREAS, the National Management Association, with nearly 18,000 members nationwide, advocates sound management practices on behalf of a broad spectrum of American businesses, industries and public-sector organizations; and

WHEREAS, devoted to the success of our free enterprise system, members of this important group contribute their talents and energies to ensuring the smooth operation and maintenance of high levels of productivity in our business; and

NOW, THEREFORE pursuant to the powers vested in me as Mayor of the City of Sachse, I do hereby proclaim:

JUNE 2-8, 2013 as MANAGEMENT WEEK

and call upon all citizens to support this observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 3rd day of June, 2013.



Mike J. Felix
Mayor



Boeing Leadership Association
3373 Breckinridge Blvd.
Richardson, TX 75082

April 3, 2013

Honorable Mayor Mike Felix
3815 Sachse Rd
Building B
Sachse, TX 75048

Dear Mayor Felix:

On behalf of the Boeing Leadership Association - Richardson, Texas a chapter of the National Management Association, NMA...THE Leadership Development Organization, and its members located in Sachse, I am respectfully requesting that you proclaim the week of June 3 -9, 2012, as Management Week in Sachse.

During that week, the NMA will sponsor the twenty-ninth annual Management Week in America, highlighting its objectives to advance management/leadership in our organizations. The NMA is the largest non-profit organization of its type with over 18,000 members covering the entire spectrum of American business, industry and organizations in the public sector.

There are presently five chapters in the Dallas – Fort Worth Metroplex with almost 5,000 members.

I respectfully look forward to your favorable response to this request. I am enclosing a copy of a proclamation for reference. We simply ask that you might mail us the proclamation at 3373 Breckinridge Blvd., Richardson, TX 75082. I may be reached by phone at 972-705-8084 or e-mail at jean.l.christopher@boeing.com. Thank you for your assistance.

Best regards,
Jean L. Christopher

Jean L. Christopher
Boeing Leadership Association – Richardson, Texas

Terry Smith

From: Mike Felix
Sent: Wednesday, May 29, 2013 10:53 AM
To: Terry Smith
Subject: Proclamation "Management Week in Sachse" - June 2-8 (Luncheon 6/27/13)
Attachments: 2013 Sachse Mayor Mike Felix.doc

Sent from my Motorola Smartphone on the Now Network from Sprint!

-----Original message-----

From: "klbeaman@rockwellcollins.com" <klbeaman@rockwellcollins.com>
To: Mike Felix <mfelix@cityofsachse.com>
Sent: Wed, May 29, 2013 15:51:01 GMT+00:00
Subject: Proclamation and luncheon Request for "Management Week in Sachse" - June 2-8 (Luncheon on June 27th)

Dear Mayor Felix,

The week of June 2 – June 8, 2013 is the 30th annual celebration of Management Week in America. The growing public awareness and need for dedicated, quality managers justifies recognition of the management profession by means of this annual observance.

Please join the men and women of the Rockwell Collins Leadership Association (RCLA) of the National Management Association (NMA) in honoring our nation's managers and leaders by proclaiming the week of June 2, 2013 as "Management Week in Richardson". The city of Sachse is home to a large number of our employee members. A fact sheet pertaining to the observance of Management Week in America is attached for your information as well as a sample proclamation.

Although we are asking you to proclaim the first week in June, we will be recognizing the week and displaying the proclamations at our regular June meeting of the Rockwell Collins Leadership Association. **We would be honored to have you as our guest for this luncheon meeting at Café Max Banquet Room in Richardson, Texas on June 27, 2013, at 11:30 a.m.** Please contact me by June 14, 2013 to advise us of your attendance. Café Max is located at 1600 Alma Road on the northeast corner of the intersection of Collins and Alma in Richardson. In the event you are unable to attend our luncheon, we would appreciate you mailing your proclamation to our office at the address shown above prior to the luncheon date.

Please contact me at 972-705-6131 or at klbeaman@rockwellcollins.com if you have any questions.

Sincerely,

Ken Beaman
Chapter Vice President/President Elect
Rockwell Collins Leadership Association NMA Chapter

(972)705-6131 - Ofc
(972)922-8253 - Mbl
klbeaman@rockwellcollins.com



Legislation Details (With Text)

File #:	13-1556	Version:	1	Name:	Administer Oath of Office
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	5/21/2013	In control:		In control:	City Council
On agenda:	6/3/2013	Final action:		Final action:	
Title:	Administer Oath of Office to newly appointed Board and Commission members.				
	Executive Summary Mayor Felix will administer the Oath of Office to the new Board members.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Title
Administer Oath of Office to newly appointed Board and Commission members.

Executive Summary
Mayor Felix will administer the Oath of Office to the new Board members.

Background
At the Council meeting on May 6, 2013, the Council appointed Mr. Paul Wiggins to the Planning and Zoning Commission and Mr. Jeremy Staab to the Board of Adjustments, as an alternate. Tonight they will take the Oath of Office, so that they may assume the duties of their office.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Mayor Felix administer the Oath of Office to the newly appointed board members.



Legislation Details (With Text)

File #:	13-1565	Version:	1	Name:	CD - JACKSON HILLS 3A1 REPLAT CC
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	5/28/2013	In control:		In control:	City Council
On agenda:	6/3/2013	Final action:		Final action:	

Title: Conduct a public hearing and consider approval of the application of Jackson Meadows Partners, LP, for Replat for Jackson Hills Phase 3A-1, being 55 single-family residential lots, three HOA Common Area lots and one lot for future development on approximately 33.127 acres, located generally on the east side of Bunker Hill Road, approximately 2,300 feet south of Ben Davis Road.

Executive Summary

The applicant is requesting to subdivide an approximately 33.127-acre tract to consist of 55 single-family residential lots, three HOA Common Area lots and one lot for future development generally located on the east side of Bunker Hill Road, approximately 2,300 feet south of Ben Davis Road.

Sponsors:

Indexes:

Code sections:

- Attachments:**
- [CD - JACKSON HILLS 3A1 REPLAT CC - PRESENTATION.pdf](#)
 - [CD - JACKSON HILLS 3A1 REPLAT CC - ATTACHMENT 1.pdf](#)
 - [CD - JACKSON HILLS 3A1 REPLAT CC - ATTACHMENT 2.pdf](#)
 - [CD - JACKSON HILLS 3A1 REPLAT CC - EXHIBIT A1.pdf](#)
 - [CD - JACKSON HILLS 3A1 REPLAT CC - EXHIBIT A2.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Conduct a public hearing and consider approval of the application of Jackson Meadows Partners, LP, for Replat for Jackson Hills Phase 3A-1, being 55 single-family residential lots, three HOA Common Area lots and one lot for future development on approximately 33.127 acres, located generally on the east side of Bunker Hill Road, approximately 2,300 feet south of Ben Davis Road.

Executive Summary

The applicant is requesting to subdivide an approximately 33.127-acre tract to consist of 55 single-family residential lots, three HOA Common Area lots and one lot for future development generally located on the east side of Bunker Hill Road, approximately 2,300 feet south of Ben Davis Road.

Background

The 33.127-acre subject property is generally located on the east side of Bunker Hill Road, approximately 2,300 feet south of Ben Davis Road, and retains a zoning designation of Planned Development (See Attachment 1 - Aerial Location Map and Attachment 2 - Zoning Map). The Planned Development (PD-18) was approved by City Council on April 16, 2001,

and is intended for single family dwellings on 6,000, 7,200, and 8,400 square foot lots.

The applicant is proposing to subdivide the subject property into 55 single-family residential lots, 3 HOA Common Area lots and 1 lot for future development (See Exhibit A1 & A2). The subject property has its main frontage along Bunker Hill Road to the west. The proposed development will have access from West Creek Lane and from the Jackson Hills Phase 2 subdivision via the Mustang Avenue extension.

Below is a history of previous actions taken related to this property:

- A Preliminary Plat for Phases 2 and 3 of the subdivision was approved on September 1, 2006. The Final Plat for Phase 3A approved on November 15, 2010 and was filed on April 26, 2012.
- Planning and Zoning Commission and City Council approved a Replat for Phase 3A-1 on April 23, 2012 and May 7, 2012, respectively. The Replat was never filed with Dallas County. Because the previously approved Replat for Phase 3A-1 contained conditions that could not be satisfied, and that Replat was not filed for recording, the applicant is simply requesting to once again replat Phase 3A-1.

It should be noted that this request is being considered under the previous Subdivision Ordinance standards, whereby a Replat requires both Planning and Zoning Commission and City Council approvals.

Planning and Zoning Commission voted 4-0 to approve this item at their May 28, 2013 meeting.

Policy Considerations

The proposed Replat meets the standards of the City of Sachse Code of Ordinances and of Ordinance No. 1842, a Planned Development (PD-18) and is designed in accordance with the zoning of the property.

Budgetary Considerations

None.

Staff Recommendations

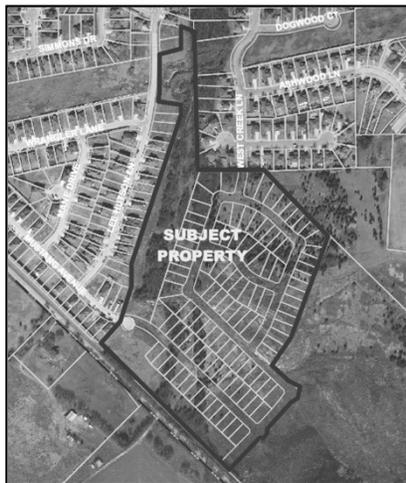
Staff recommends approval of the application of Jackson Meadows Partners, LP, for Replat for Jackson Hills Phase 3A-1, being 55 single-family residential lots, three HOA Common Area lots and one lot for future development on approximately 33.127 acres, located generally on the east side of Bunker Hill Road, approximately 2,300 feet south of Ben Davis Road.



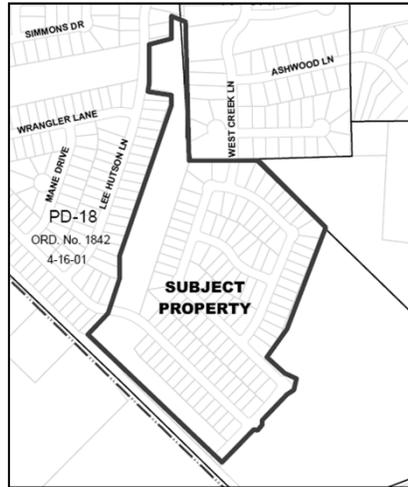
CITY COUNCIL

JUNE 3, 2013

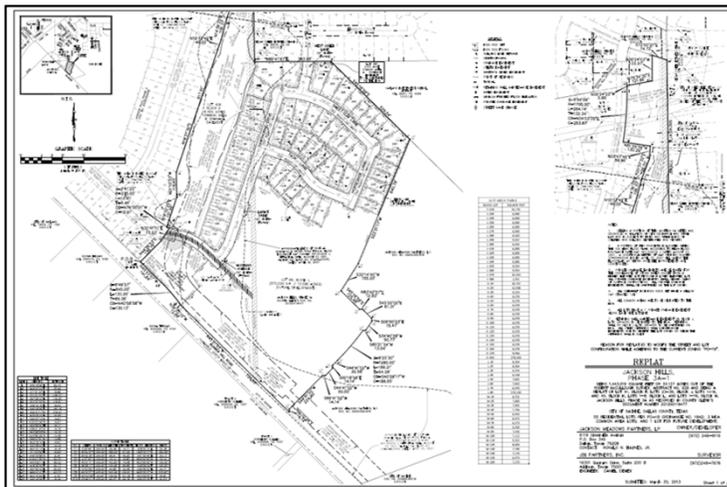
BACKGROUND AERIAL LOCATION MAP



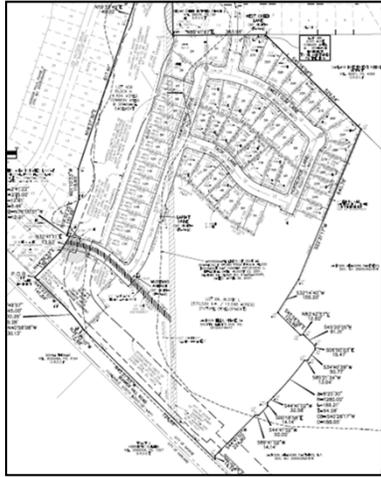
BACKGROUND ZONING MAP

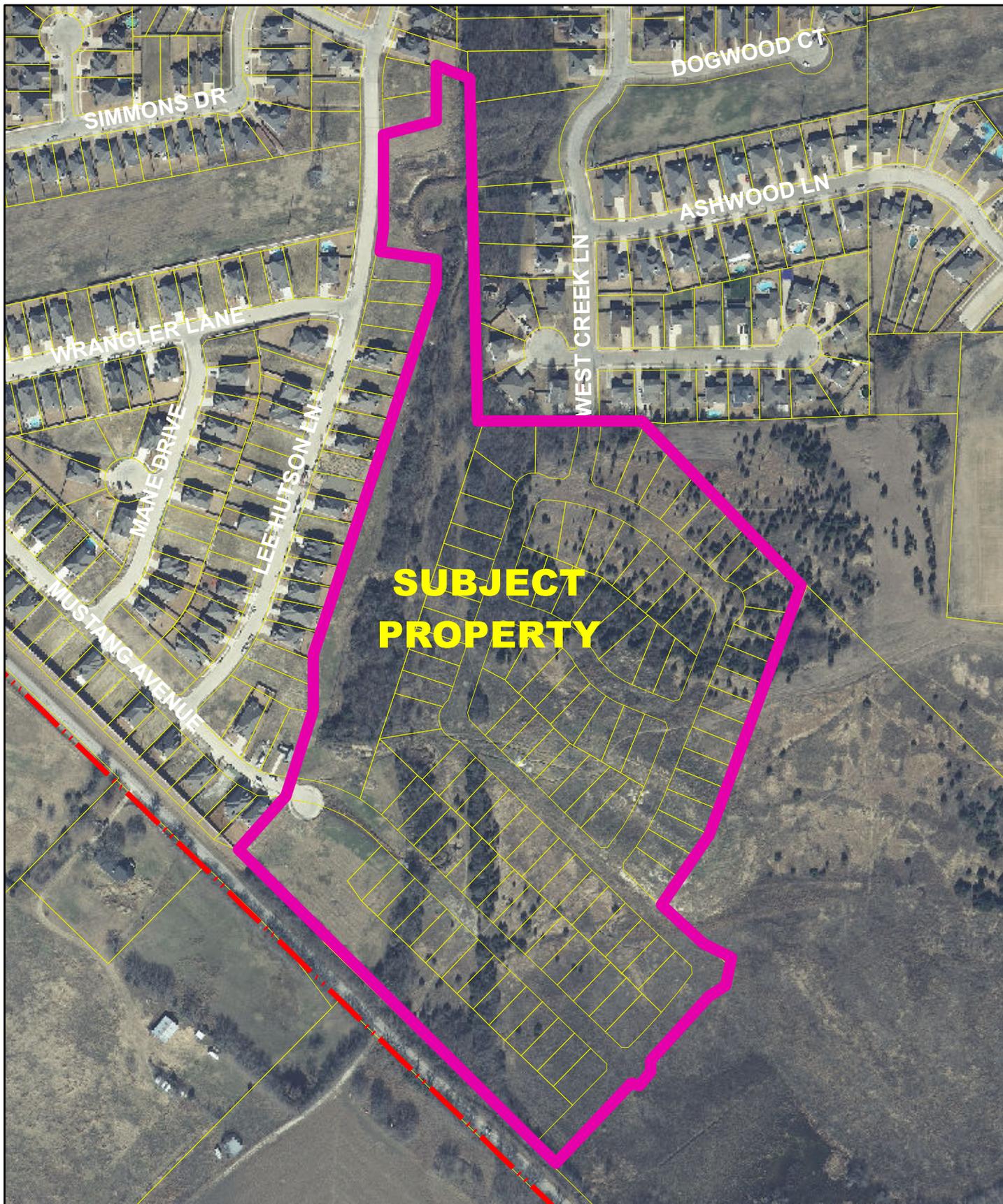


REPLAT



REPLAT

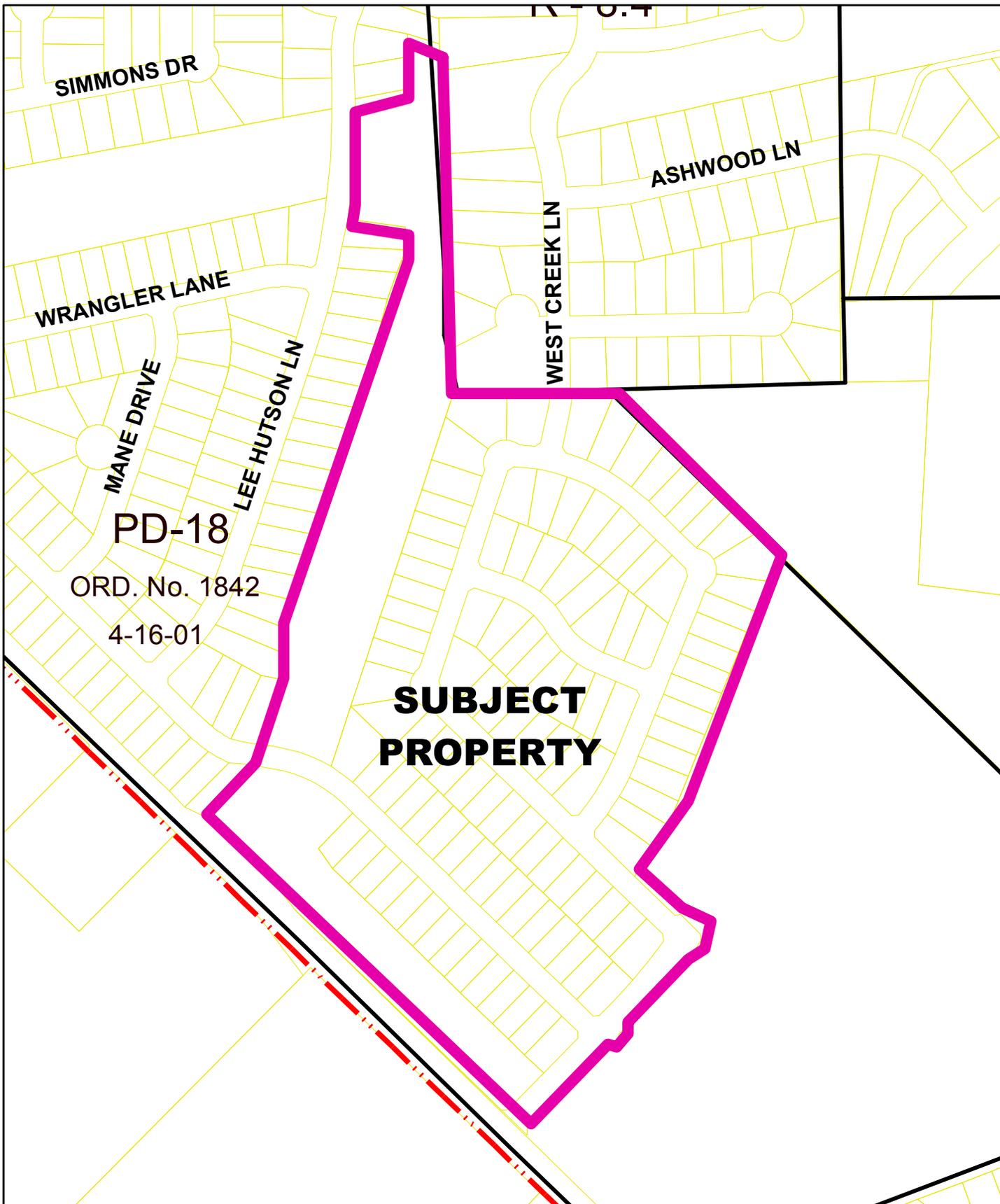




AERIAL LOCATION MAP

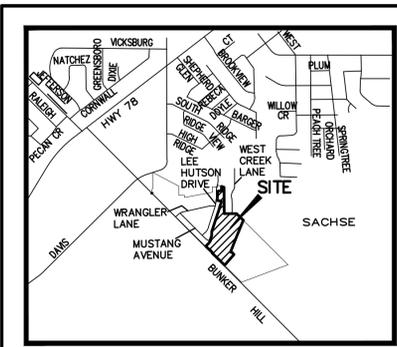
*Jackson Hills Phase 3A-1
Replat (P13-09)*

Map Created: May 29, 2013



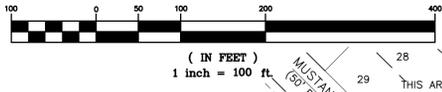
ZONING IDENTIFICATION MAP

*Jackson Hills Phase 3A-1
Replat (P13-09)
Map Created: May 29, 2013*



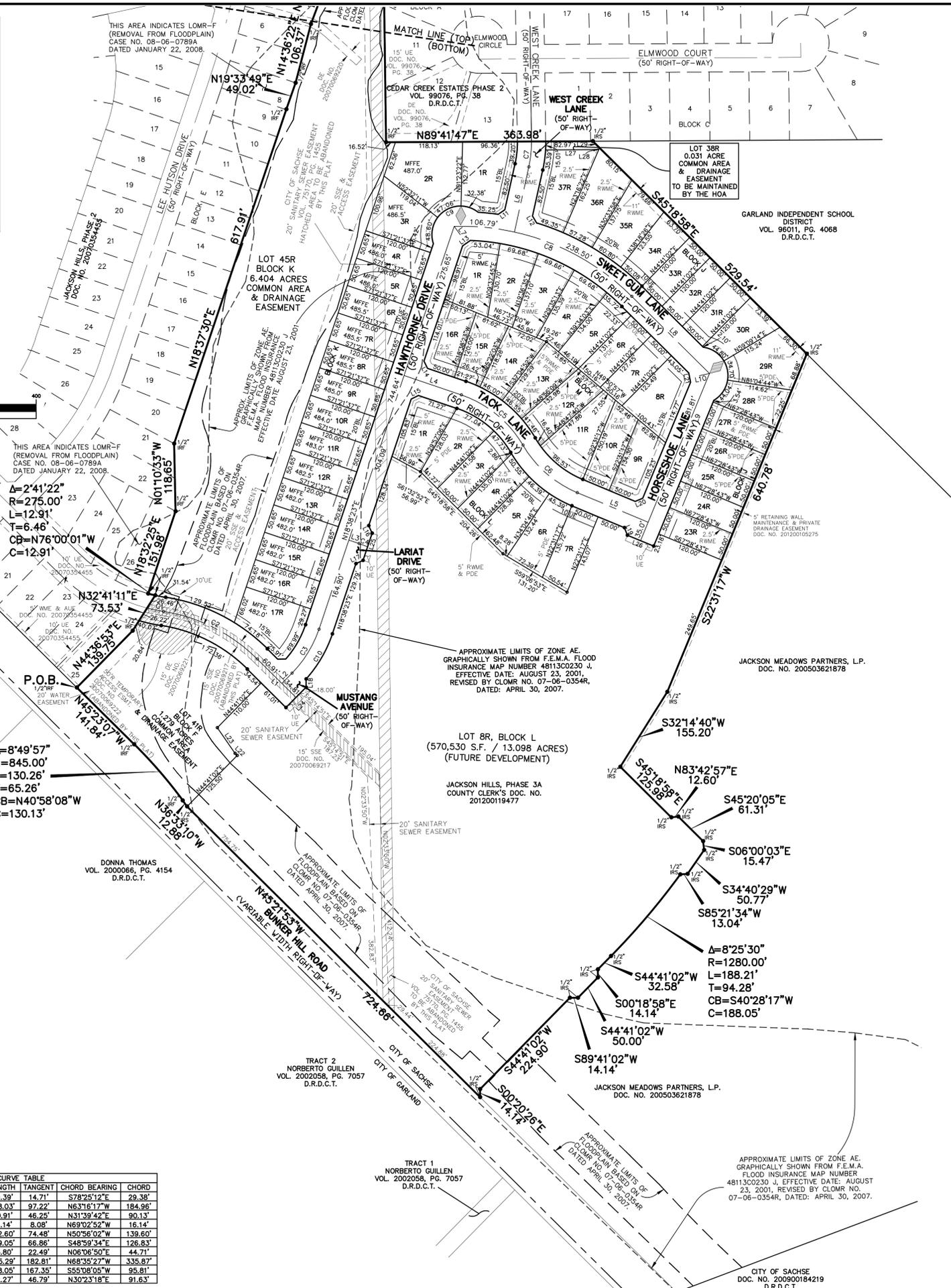
N.T.S.

GRAPHIC SCALE



LINE	BEARING	DISTANCE
L1	S45°18'58"E	95.73'
L2	N44°41'02"E	25.44'
L3	S71°21'37"E	18.86'
L4	S71°21'37"E	106.27'
L5	S87°28'43"E	135.00'
L6	S12°51'52"W	118.01'
L7	S38°15'15"E	18.34'
L8	S45°18'58"E	192.19'
L9	S22°31'17"W	316.81'
L10	N78°36'10"E	18.08'
L11	S55°37'14"W	14.61'
L12	N30°33'29"W	14.61'
L13	N54°58'40"E	18.11'
L14	N28°21'37"W	14.14'
L15	S63°23'23"W	14.14'
L16	N24°56'29"W	14.49'
L17	S65°27'51"W	13.68'
L18	N00°19'14"E	14.61'
L19	S22°28'43"E	14.14'
L20	N67°51'17"E	14.14'
L21	S11°23'50"E	16.60'
L22	N45°18'58"W	5.34'
L23	N34°47'35"W	54.75'
L24	N45°05'11"E	50.00'
L25	N18°38'56"E	50.17'
L26	S87°28'43"E	50.00'
L27	N89°41'17"E	93.53'
L28	N23°16'22"E	3.76'
L29	S45°18'58"E	16.34'

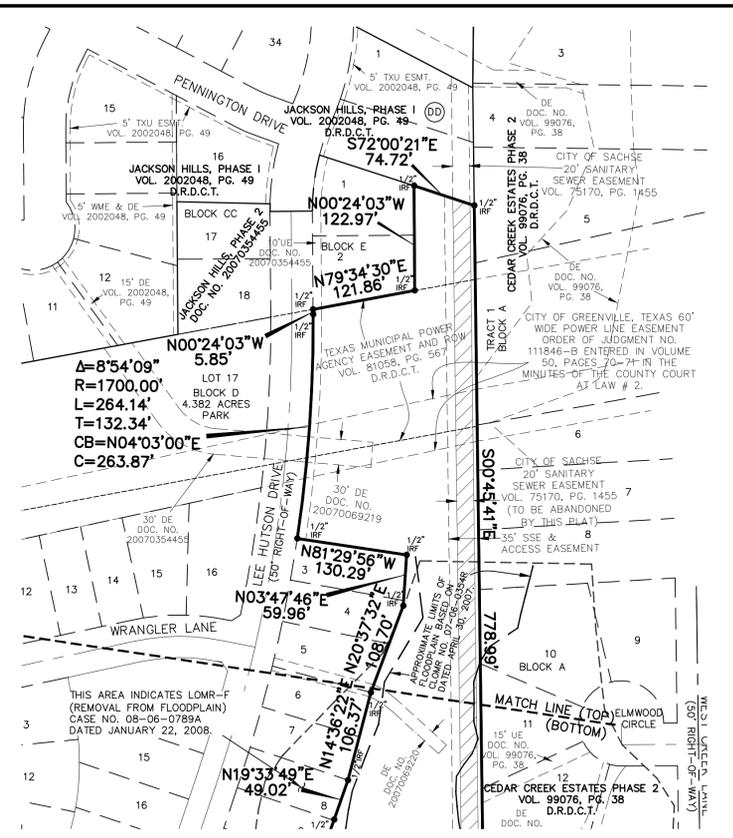
NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING	CHORD
C1	5°36'46"	300.00'	29.39'	14.71'	S78°25'12"E	29.39'	
C2	35°54'37"	300.00'	188.03'	97.22'	N63°16'17"W	184.98'	
C3	28°02'39"	200.00'	90.91'	46.25'	N31°39'42"E	90.13'	
C4	4°37'30"	200.00'	16.14'	8.08'	N69°02'52"W	16.14'	
C5	40°51'11"	200.00'	142.60'	74.48'	N50°56'02"W	139.60'	
C6	36°58'17"	200.00'	129.05'	66.86'	S48°59'34"E	126.83'	
C7	12°50'05"	200.00'	44.80'	22.49'	N06°06'50"E	44.71'	
C8	48°32'57"	425.00'	345.29'	182.81'	N68°55'27"W	335.87'	
C9	146°43'48"	50.00'	128.05'	167.35'	S55°08'05"W	95.81'	
C10	23°29'51"	225.00'	92.27'	46.79'	N30°23'18"E	91.63'	



- LEGEND**
- 1/2" IRON ROD SET
 - 1/4" IRON ROD FOUND
 - BL BUILDING LINE SETBACK
 - ROW RIGHT-OF-WAY
 - DE DRAINAGE EASEMENT
 - UE UTILITY EASEMENT
 - SSE SANITARY SEWER EASEMENT
 - P.O.B. POINT OF BEGINNING
 - TYP. TYPICAL
 - RWME RETAINING WALL MAINTENANCE EASEMENT
 - WE WATER EASEMENT
 - MFFE MINIMUM FINISHED FLOOR ELEVATION
 - PDE PRIVATE DRAINAGE EASEMENT
 - ◆ STREET NAME CHANGE

LOT AREA TABLE

BLOCK-LOT	SQUARE FEET
F-41R	55,731
J-23R	6,000
J-24R	6,000
J-25R	6,000
J-26R	6,000
J-27R	6,000
J-28R	6,620
J-29R	9,947
J-30R	6,635
J-31R	6,000
J-32R	6,000
J-33R	6,000
J-34R	6,886
J-35R	9,024
J-36R	9,953
J-37R	10,310
J-38R	1,351
K-1R	10,737
K-2R	13,438
K-3R	9,319
K-4R	6,078
K-5R	6,078
K-6R	6,078
K-7R	6,078
K-8R	6,078
K-9R	6,078
K-10R	6,078
K-11R	6,078
K-12R	6,078
K-13R	6,078
K-14R	6,078
K-15R	6,078
K-16R	6,078
K-17R	9,956
K-45R	278,939
L-1R	8,304
L-2R	8,064
L-3R	6,976
L-4R	6,538
L-5R	7,601
L-6R	7,810
L-7R	6,970
L-8R	570,530
M-1R	8,555
M-2R	7,800
M-3R	7,905
M-4R	7,756
M-5R	6,933
M-6R	6,472
M-7R	6,273
M-8R	9,200
M-9R	7,436
M-10R	7,112
M-11R	9,322
M-12R	8,003
M-13R	7,790
M-14R	7,170
M-15R	6,473
M-16R	7,270



- NOTES:**
- SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING CERTIFICATES AND PERMITS.
 - A PORTION OF THIS PROPERTY IS LOCATED WITHIN THE 100 YEAR FLOOD PLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAP 48113C0230 J DATED AUGUST 23, 2001. A CONDITIONAL LETTER OF MAP REVISION NUMBER 07-06-0354R ISSUED APRIL 30, 2007 WILL AMEND THE FLOODPLAIN AS SHOWN ONCE THE IMPROVEMENTS ARE CONSTRUCTED.
 - PRIVATE DRAINAGE EASEMENTS ARE DEDICATED FOR THE CONVEYANCE OF STORM WATER RUNOFF FROM A HIGHER ELEVATED LOT THROUGH A LOWER ELEVATED LOT. ALL PRIVATE DRAINAGE EASEMENTS SHALL REMAIN CLEAR OF SURFACE OBSTRUCTIONS. ALL PRIVATE DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE LOT OWNER.
 - ALL ONE-HALF INCH IRON RODS SET HAVE A YELLOW CAP STAMPED "JBI".
 - ALL COMMON AREAS ARE TO BE DEDICATED TO THE HOA.
 - ALL LOTS HAVE A 1' PRIVATE DRAINAGE EASEMENT ALONG EACH SIDE LOT LINE.
 - RETAINING WALL MAINTENANCE EASEMENT ON BLOCK J, LOTS 29R-35R, IS DEDICATED TO THE HOA. RETAINING WALL ON BLOCK J LOTS 29R-35R TO BE MAINTAINED BY HOA. ALL OTHER RETAINING WALL MAINTENANCE EASEMENTS ARE TO BENEFIT THE LOT OWNER ON WHICH THE RETAINING WALL IS BUILT.

REASON FOR REPLAT IS TO MODIFY THE STREET AND LOT CONFIGURATION WHILE ADHERING TO THE CURRENT ZONING "PD-18".

REPLAT

JACKSON HILLS, PHASE 3A-1

BEING 1,443,019 SQUARE FEET OR 33.127 ACRES OUT OF THE ROBERT McCULLOUGH SURVEY, ABSTRACT NO. 928 AND BEING A REPLAT OF LOT 41, BLOCK F, LOTS 23-36, BLOCK J, LOTS 1-16, AND 45, BLOCK K, LOTS 1-8, BLOCK L, AND LOTS 1-16, BLOCK M, JACKSON HILLS, PHASE 3A AS RECORDED IN COUNTY CLERK'S DOCUMENT NUMBER 201200119477

CITY OF SACHSE, DALLAS COUNTY, TEXAS
55 RESIDENTIAL LOTS PER PD-18 ORDINANCE NO. 1842; 3 HOA COMMON AREA LOTS; AND 1 LOT FOR FUTURE DEVELOPMENT;

JACKSON MEADOWS PARTNERS, LP OWNER/DEVELOPER

6119 Greenville Avenue (972) 248-9116
P.O. Box 346
Dallas, Texas 75206
CONTACT: RONALD N. HAYNES, JR.

JBI PARTNERS, INC. SURVEYOR

16301 Quorum Drive, Suite 200 B (972)248-7676
Addison, Texas 75001
ENGINEER: DANIEL DEWEY

STATE OF TEXAS ~
COUNTY OF DALLAS ~

WHEREAS JACKSON MEADOWS PARTNERS, LP is the owner of a parcel of land located in the City of Sachse, Dallas County, Texas, a part of the Robert McCullough Survey, Abstract No. 928, and being a part of that 109.3239 acre tract of land conveyed to Jackson Meadows Partners, LP, as recorded in Doc. No. 200503621878, Dallas County Real Property Record, and being further described as follows:

BEGINNING at a one-half inch iron rod found at the south corner of Lot 25, Block F of Jackson Hills, Phase 2 Addition, an addition to the City of Sachse as recorded in Document No. 20070354455, Dallas County Real Property Records, said point being in the northeast right-of-way line of Bunker Hill Road (a variable width right-of-way);

THENCE along the east line of Jackson Hills, Phase 2 Addition as follows:
North 44 degrees 36 minutes 53 seconds East, 139.75 to a one-half inch iron rod found for corner;
North 32 degrees 41 minutes 11 seconds East, 73.53 feet to a one-half inch iron rod found for corner;
Northwesterly, 12.91 feet along a curve to the right which has a central angle of 02 degrees 41 minutes 22 seconds, a radius of 275.00 feet, a tangent of 6.46 feet and whose chord bears North 76 degrees 00 minutes 01 seconds West, 12.91 feet to a one-half inch iron rod found for corner;
North 18 degrees 32 minutes 25 seconds East, 151.98 feet to a one-half inch iron rod found for corner;
North 01 degrees 10 minutes 33 seconds West, 118.65 feet to a one-half inch iron rod found for corner;
North 18 degrees 37 minutes 30 seconds East, 617.91 feet to a one-half inch iron rod found for corner;
North 19 degrees 33 minutes 49 seconds East, 49.02 feet to a one-half inch iron rod found for corner;
North 14 degrees 36 minutes 22 seconds East, 106.37 feet to a one-half inch iron rod found for corner;
North 20 degrees 37 minutes 32 seconds East, 108.70 feet to a one-half inch iron rod found for corner;
North 03 degrees 47 minutes 46 seconds East, 59.96 feet to a one-half inch iron rod found for corner;
North 81 degrees 29 minutes 56 seconds West, 130.29 feet to a one-half inch iron rod found for corner;
Northeasterly, 264.14 feet along a curve to the left which has a central angle of 08 degrees 54 minutes 09 seconds, a radius of 1700.00 feet, a tangent of 132.34 feet and whose chord bears North 04 degrees 03 minutes 00 seconds East, 263.87 feet to a one-half inch iron rod found for corner;
North 00 degrees 24 minutes 03 seconds West, 5.85 feet to a one-half inch iron rod found for corner;
North 79 degrees 34 minutes 30 seconds East, 121.86 feet to a one-half inch iron rod found for corner;
North 00 degrees 24 minutes 03 seconds West, 122.97 feet to a one-half inch iron rod found at the northeast corner of Lot 1, Block E of Jackson Hills, Phase 2 Addition, said point being in the south line of Lot 2, Block DD of Jackson Hills, Phase 1 Addition, an addition to the City of Sachse as recorded in Volume 2002048, Page 49, Dallas County Real Property Records;

THENCE South 72 degrees 00 minutes 21 seconds East, 74.72 feet to a one-half inch iron rod found at the southeast corner of said Lot 2, Block DD, said point being in the west line of Lot 5, Block A of Cedar Creek Estates, Phase 2 Addition, an addition to the City of Sachse as recorded in Volume 99076, Page 38, Dallas County Real Property Records;

THENCE South 00 degrees 45 minutes 41 seconds East, 778.99 feet to a one-half inch iron rod found at the southwest corner of said Cedar Creek Estates, Phase 2 Addition;

THENCE North 89 degrees 41 minutes 47 seconds East, 363.98 feet along the south line of said Cedar Creek Estates, Phase 2 Addition to a one-half inch iron rod set for corner;

THENCE South 45 degrees 18 minutes 58 seconds East, 529.54 feet to a one-half inch iron rod set for corner;

THENCE South 22 degrees 31 minutes 17 seconds West, 640.78 feet to a one-half inch iron rod set for corner;

THENCE South 32 degrees 14 minutes 40 seconds West, 155.20 feet to a one-half inch iron rod set for corner;

THENCE South 45 degrees 18 minutes 58 seconds East, 125.98 feet to a one-half inch rod set for corner;

THENCE North 83 degrees 42 minutes 57 seconds East, 12.60 feet to a one-half inch iron rod set for corner;

THENCE South 45 degrees 20 minutes 05 seconds East, 61.31 feet to a one-half inch iron rod set for corner;

THENCE South 06 degrees 00 minutes 03 seconds East, 15.47 feet to a one-half inch iron rod set for corner;

THENCE South 34 degrees 40 minutes 29 second West, 50.77 feet to a one-half inch iron rod set for corner;

THENCE South 85 degrees 21 minutes 34 seconds West, 13.04 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 188.21 feet along a curve to the right which has a central angle of 08 degrees 25 minutes 30 seconds, a radius of 1260.00 feet, a tangent of 94.28 feet, and whose chord bears South 40 degrees 28 minutes 17 seconds West, 188.05 feet to a one-half inch iron rod set for corner;

THENCE South 44 degrees 41 minutes 02 seconds West, 32.58 feet to a one-half inch iron rod set for corner;

THENCE South 00 degrees 18 minutes 58 seconds East, 14.14 feet to a one-half inch iron rod set for corner;

THENCE South 44 degrees 41 minutes 02 seconds West, 50.00 feet to a one-half inch iron rod set for corner;

THENCE South 89 degrees 41 minutes 02 seconds West, 14.14 feet to a one-half inch iron rod set for corner;

THENCE South 44 degrees 41 minutes 02 seconds West, 224.90 feet to a one-half inch iron rod set for corner;

THENCE South 00 degrees 20 minutes 26 seconds East, 14.14 feet to a one-half inch iron rod set for corner in the northeast right-of-way line of Bunker Hill Road;

THENCE along the northeast right-of-way line of Bunker Hill Road as follows:
North 45 degrees 21 minutes 53 seconds West, 724.66 feet to a one-half inch iron rod found for corner;
North 36 degrees 33 minutes 10 seconds West, 12.88 feet to a one-half inch iron rod found for corner;
Northwesterly, 130.26 feet along a curve to the left which has a central angle of 08 degrees 49 minutes 57 seconds, a radius of 845.00 feet, a tangent of 65.26 feet, and whose chord bears North 40 degrees 58 minutes 08 seconds West, 130.13 feet to a one-half inch iron rod found for corner;
North 45 degrees 23 minutes 07 seconds West, 141.84 feet to the POINT OF BEGINNING and containing 1,443,019 square feet or 33.127 acres tract of land.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That JACKSON MEADOWS PARTNERS, LP, acting by and through its duly authorized agent, does hereby adopt this plat designating the hereinabove described property as JACKSON HILLS, PHASE 3A-1, an addition to the City of Sachse, Dallas County, Texas, and does hereby dedicate to the public use forever the streets and alleys shown thereon and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easement strips and any public utility shall at all times have the right of ingress on egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Sachse, Texas.

WITNESS my hand at Dallas, Texas, this the ____ day of _____, 2013.

Jackson Meadows Partners, LP
a Texas limited partnership

By: RNH Development Partners LP,
a Texas limited partnership,
its general partner

By: RNH Development Company,
a Texas Corporation,
its general partner

By: _____
Name: Ronald N. Haynes, Jr.
Title: President

STATE OF TEXAS ~
COUNTY OF DALLAS ~

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Ronald N. Haynes, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2013.

Notary Public, State of Texas

SURVEYOR'S CERTIFICATE

Know All Men By These Presents:

That I, Dan B. Ramsey, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Sachse, Texas.

DATED THIS ____ DAY OF _____, 2013.

Dan B. Ramsey
Registered Professional Land Surveyor #4172



STATE OF TEXAS ~
COUNTY OF DALLAS ~

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Dan B. Ramsey, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2013.

Notary Public, State of Texas

APPROVAL OF CITY COUNCIL, CITY OF SACHSE

This plat JACKSON HILLS, PHASE 3A-1, has been submitted to and considered by the city council of the City of Sachse, Texas, and is hereby approved by such council, dated this ____ day of _____, 2013.

Attest By: _____
Mayor

Attest By: _____
City Secretary

REASON FOR REPLAT IS TO MODIFY THE STREET AND LOT CONFIGURATION WHILE ADHERING TO THE CURRENT ZONING "PD-18".

REPLAT

JACKSON HILLS, PHASE 3A-1

BEING 1,443,019 SQUARE FEET OR 33.127 ACRES OUT OF THE ROBERT McCULLOUGH SURVEY, ABSTRACT NO. 928 AND BEING A REPLAT OF LOT 41, BLOCK F, LOTS 23-36, BLOCK J, LOTS 1-16, AND 45, BLOCK K, LOTS 1-8, BLOCK L, AND LOTS 1-16, BLOCK M, JACKSON HILLS, PHASE 3A AS RECORDED IN COUNTY CLERK'S DOCUMENT NUMBER 201200119477

CITY OF SACHSE, DALLAS COUNTY, TEXAS

55 RESIDENTIAL LOTS PER PD-18 ORDINANCE NO. 1842; 3 HOA COMMON AREA LOTS; AND 1 LOT FOR FUTURE DEVELOPMENT;

JACKSON MEADOWS PARTNERS, LP OWNER/DEVELOPER

6119 Greenville Avenue (972) 248-9116
P.O. Box 346
Dallas, Texas 75206
CONTACT: RONALD N. HAYNES, JR.

JBI PARTNERS, INC. SURVEYOR

16301 Quorum Drive, Suite 200 B (972)248-7676
Addison, Texas 75001
ENGINEER: DANIEL DEWEY



Legislation Details (With Text)

File #: 13-1341 **Version:** 1 **Name:** Early Citizen Input on 2013 Budget
Type: Agenda Item **Status:** Agenda Ready
File created: 1/30/2013 **In control:** City Council
On agenda: 6/3/2013 **Final action:**
Title: Receive early Citizen input for the 2013-2014 Fiscal Year Budget.

Executive Summary
 Customary practice of the City Council is to extend to the Citizens of Sachse an opportunity for early input on the fiscal year budget being prepared.

Sponsors:

Indexes:

Code sections:

Attachments: [Calendar 2014 fiscal year preliminary 10-18-2012.pdf](#)

Date	Ver.	Action By	Action	Result
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Title
 Receive early Citizen input for the 2013-2014 Fiscal Year Budget.

Executive Summary
 Customary practice of the City Council is to extend to the Citizens of Sachse an opportunity for early input on the fiscal year budget being prepared.

Background
 The purpose of this agenda item is to obtain information and ideas on programs and services that the Citizens of Sachse would like to see continued, enhanced, or initiated for the fiscal year beginning October 1, 2013 and ending September 30, 2014.

All comments and suggestions are customarily heard and noted with followup direction to the City Manager from City Council whether to include or not include Citizen recommendations in the budget process.

The Citizens of Sachse are encouraged to follow the budget process by reviewing posted agendas and required publications in the Sachse News, Wylie News, Dallas Morning News or browse the City's web page. The budget calendar is posted and updated on the City's web page.

Policy Considerations
 N/A

Budgetary Considerations

N/A

Staff Recommendations

There is no action required on this item. It is suggested that the Mayor and Council open the floor to the public to receive input regarding budgetary consideration for the fiscal year budget beginning October 1, 2013.

Budget Calendar* (2013-2014 Fiscal Year)

<i>March 1</i>	Budget kick off meeting with departments
<i>May 8</i>	SEDC Board meeting to discuss Budget
<i>March 31</i>	Combined Services, IT related and payroll related budget requests due
<i>April 30</i>	Departmental operating budget requests due to Finance Department
<i>May 31</i>	Finance presents total budget requests to City Manager
<i>June 1</i>	Chief appraiser certifies estimate of taxable values
<i>June 3</i>	Public Hearing to allow early citizen input ; City Manager begins review of budget requests with departments
<i>June 12</i>	SEDC Preliminary draft Budget to SEDC Board
<i>June 14</i>	Revised budgets due to Finance Director from departments
<i>June 17</i>	Council Work Session to discuss preliminary budget
<i>June 28</i>	Draft for presentation to City Council presented to City Manager
<i>July 10</i>	SEDC Board meeting to discuss Budget
<i>July 13</i>	Budget Workshop (Saturday) for Departmental Budget Presentations
<i>July 25</i>	Chief Appraiser certifies tax rolls
<i>July 29 (optional)</i>	Special City Council Meeting to discuss budget; discuss tax rate
<i>July 31</i>	Calculation of Effective Tax Rates by Dallas County Tax Office
<i>August 5</i>	Public Hearing on budget ; Public Hearing on tax rate ; City Manager presents budget to Council; City Council determines tax rate; accept certified tax rolls; schedule Public Hearings; record vote
<i>August 7</i>	SEDC Board meeting to adopt budget
<i>August 19</i>	Public Hearing on budget ; Public Hearing on tax rate ; discuss budget and tax rate
<i>September 3 (optional)</i>	City Council meeting to discuss budget and tax rate
<i>September 9</i>	Special City Council meeting to adopt budget and tax rate
<i>October 1</i>	New fiscal year begins
<i>November 30</i>	Budget document is finalized and distributed

* Calendar will be updated/revised as required.



Legislation Details (With Text)

File #:	13-1567	Version:	1	Name:	Presentation of plans for Red, White & Blue Blast.
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	5/29/2013	In control:		In control:	City Council
On agenda:	6/3/2013	Final action:		Final action:	
Title:	Presentation of plans for Red, White & Blue Blast				

Executive Summary

This item is a presentation to update Council on the planning process that has taken place and what is currently confirmed for the event.

Sponsors:

Indexes:

Code sections:

Attachments: [RWBB Council presentation 060313.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Presentation of plans for Red, White & Blue Blast

Executive Summary

This item is a presentation to update Council on the planning process that has taken place and what is currently confirmed for the event.

Background

Work on this event, which takes place July 3rd at Heritage Park, began in January. Most plans are in place but a few are still being finalized. Since 2008, \$14,000 has been budgeted for this item to cover the cost of the fireworks. In 2009, the Sachse EDC pledged grant money to assist with the cost of entertainment. The EDC has assisted with monetary grants each year since.

Starting last year, the City of Sachse partnered more closely with the Sachse Chamber of Commerce who worked with the Chamber's members to provide sponsorships for the event. With these sponsorships, the City and Chamber can now offer more activities for those in attendance.

The event was also opened up to food vendors, company-sponsored vendors, and community-based vendors. City staff and the Chamber of Commerce anticipate this community event to grow in popularity and attendance each year.

Policy Considerations

N/A

Budgetary Considerations

Since 2008, \$14,000 has been budgeted for this item to cover the cost of the fireworks. Entertainment costs have been covered by a grant from the Sachse EDC since 2009.

Staff Recommendations

No action is necessary on this item.



July 3rd at Heritage Park
6:00 – 10:00 p.m.

SACHSE'S RED, WHITE & BLUE BLAST

BACKGROUND

- ★ 2008 – Fireworks.
- ★ 2009 – With EDC participation, provided live entertainment ahead of fireworks.
Employee contest held to name event: Red, White & Blue Blast.
- ★ 2010 – Moved Independence Day Parade to coincide with event.
- ★ 2011 – Vendors volunteered to participate.
Live broadcast on KKVI radio station.

BACKGROUND

- ★ 2012 – Chamber, with the City, obtained sponsorships. Food vendors were invited. Business vendors were invited to purchase booths. Expanded entertainment and activities included bounce houses, games, contests, and more.
Parking presented a challenge but event very well attended.

2012 - EXPENSES

Good/Services	Cost
Fireworks	\$13,100
Entertainment	\$1,400
Sound / Lighting	\$950
Stage / Cover	\$2,325
Portable Restrooms	\$575
Climbing Wall / Slide	\$1,600
Banners / Signage	\$593
Print Flyers / Include with water bills	\$1357
Goody Bags for Children at City Booth	\$151
Gift Cards for Bus Drivers	\$376
Sprint GoPack Phones	\$300
TOTAL	\$22,727

2012 - AVAILABLE FUNDS

Source	Amount
City / EDC Grant	\$20,500
Sponsorships:	\$3,500
Farmers Insurance, Lake Point Medical, Meritage Homes, American National Bank	
C&S Media (color ad in 2 newspapers)	In-kind
TOTAL SPONSORSHIPS	\$3,500
Booth / Food Vendors (8 at \$50)	\$400
TOTAL SPONSORSHIPS / VENDORS	\$3,900

2012 - FUNDS LESS EXPENSES

Source	Amount
Available Funds (City \$14,000 / EDC \$6500)	\$20,500
Sponsorships / Vendors	\$3,900
TOTAL	\$24,400
Expenses	(\$22,727)
FUNDS REMAINING IN LINE ITEM	\$1,673

SPONSORSHIPS CONFIRMED TO DATE

- ★ Title Sponsor – Tony Vigil Agency with Farmers Insurance Group (second year in a row).
- ★ Entertainment Sponsor – Colonial Savings of Sachse.
- ★ Star-Spangled Sponsors (monetary).
 - ★ American National Bank-Sachse.
 - ★ Farmers Electric.

SPONSORSHIPS CONFIRMED TO DATE

- ★ Star-Spangled Sponsors (In-kind sponsorships).
 - ★ C&S Media Publications (Sachse News ¼ page color ad two weeks).
 - ★ Fun Time Party Rentals (deduct \$500 off bounce house / inflatables rentals).
 - ★ Creative Grafx (deduct \$500 off printing of event flyer).
 - ★ Republic/Allied Waste (deduct \$500 off rental of portable restrooms).

ENTERTAINMENT

- ★ Ashley Castillo
Winner of 2008 Searching for a Star talent competition.

- ★ Daughter Judy Band
Variety band, last year's entertainment; played at Great American Cleanup in April.

- ★ Live broadcast on KKVI Radio.

PARADE

- ★ 10th Annual Independence Day Parade.
- ★ Line up at City Hall at 5:00 p.m.
- ★ Parade starts at 6:00 p.m.
- ★ End at Heritage Park.
- ★ Prizes awarded for best entries.
- ★ Contact Cynthia Wiseman in the Parks Department to register your float.

VENDORS CONFIRMED

- ★ Sport Clips – Patriotic hair painting.
- ★ Sachse High School Cheerleaders and Beta Club – Face painting.
- ★ Sachse High School Class of 2015 – Interactive station to make red, white and blue tutus and sell watermelon slices.
- ★ Sachse High School Class of 2016 – Sell spirit items and drinks.
- ★ Nationwide Insurance
- ★ Scentsy Candles
- ★ Verizon FiOS

VENDORS CONFIRMED

- ★ Extreme Fitness of Sachse
- ★ Lake Point Medical Partners-Sachse
- ★ Tutor Doctor
- ★ American Recyclers (2 booths)

FOOD VENDORS

- ★ Pro-Catering - Corn Dogs, Twister Taters, Funnel Cake, Drinks, Water
- ★ Knights of Columbus - Hamburgers, Hot Dogs, Fries, Lemonade, Water
- ★ Pitters Barbecue
- ★ Flavor Shave Ice
- ★ Exchange Club – selling drinks and packaged snacks only.

ACTIVITIES

- ★ Bounce Houses (three for smaller children).
- ★ Adrenaline Rush Obstacle Course
- ★ Soccer Kick Challenge
- ★ Basketball Hoop Challenge
- ★ Bungee Trampoline
- ★ Hula Hoop, Marshmallow Stuff, Water Balloon Toss, Simon Says, Guessing Game
- ★ Disc Shooters; Fans; Patriotic Glitter Tattoos; Patriotic Pencils

ACTIVITIES



ACTIVITIES



2013 - EXPENSES TO DATE

Good/Services	Cost
Fireworks	\$13,100
Entertainment	\$1,550
Sound / Lighting	\$950
Stage / Cover	\$2,325
Portable Restrooms (\$575-\$500)	\$75
Inflatables / Bungee Trampoline	\$2,511
Banners / Signage	\$200
Print Flyers / Include with water bills (\$963.11-\$500=\$463.11 + \$340)	\$804
Goody Bags for Children at City Booth	\$165
Gift Cards for Bus Drivers	\$225
TOTAL	\$21,905

2013 - AVAILABLE FUNDS TO DATE

Source	Amount
City / EDC Grant (\$14,000 / \$5,500)	\$19,500
Sponsorships:	
Farmers Insurance, Colonial Savings-Sachse, Farmers Electric, American National Bank	
C&S Media	In-kind
Fun Time Party Rentals	In-kind
Creative GrafX	In-kind
Republic/Allied Waste	In-kind
TOTAL CASH SPONSORSHIPS	\$3,500
Booth / Food Vendors (14 at \$50)	\$700
TOTAL FUNDS AVAILABLE TO DATE	\$23,700

2013 - FUNDS LESS EXPENSES

Source	Amount
Available Funds (City \$14,000 / EDC \$5500)	\$19,500
Sponsorships / Vendors	\$4,200
TOTAL	\$23,700
Expenses	(\$21,905)
FUNDS REMAINING IN LINE ITEM	\$1,795

TENTATIVE SCHEDULE

- ★ Exchange Club – 40 flags to lead parade; will bring American and Texas flags to stage.
- ★ 6:30 pm - Ashley Castillo performs.
- ★ Announcement of parade winners
- ★ 7:30 pm – Contests at stage area.
- ★ 8:00 pm – Daughter Judy Band performs.
- ★ 9:30 pm – Pledges of Allegiance, National Anthem, fireworks.

PARKING

- ★ Sachse High School Lot – All lots available this year.
- ★ Hudson Middle School West Lot – Open to public.
- ★ Hudson Middle School East Lot – Handicap parking and vendors/band members parking.
- ★ Sewell Elementary – Handicap and VIP parking.
- ★ Vacant Lot at Rosewood/Miles Road – public parking if needed.
- ★ Shuttle vans start at 6:30 p.m. (after parade) from Sachse High School to Heritage Park.
- ★ Last shuttle vans to Sachse High School pick up at 10:30 p.m. from Heritage Park.

GETTING THE WORD OUT

- ★ Flyers sent out with June 1st water bills.
- ★ Flyers in businesses and restaurants.
- ★ City website and electronic message board at City Hall.
- ★ Article and ads in The Sachse News.
- ★ Article in The Connection Magazine.
- ★ Notice in the NeighborsGo and Guide Live inserts in the Dallas Morning News.
- ★ Banners along major roadways.
- ★ Signs at major intersections.
- ★ Keep fingers crossed for good weather that day!

FYI

- ★ Will monitor mosquito traps at Heritage Park to determine if the park needs to be sprayed prior to the event.