



# Sachse, Texas

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

## Meeting Agenda City Council

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Monday, June 4, 2012

7:30 PM

Council Chambers

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

The City Council of the City of Sachse will hold a Regular Meeting on Monday, June 4, 2012, at 7:30 p.m. in the Council Chambers at the Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas to consider the following items of business:

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

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

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

### 1. CONSENT AGENDA.

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

[12-0876](#)

Consider approval of the minutes of the May 21, 2012, regular meeting.

*Executive Summary*

*Minutes of the last meeting for approval.*

**Attachments:** [Min 5.21.12.pdf](#)

[12-0879](#)

Consider approval of an ordinance amending the 2011-2012 budget.

*Executive Summary*

*No City Council Candidate considered in the May 12, 2012 election received greater than 50% of the votes cast. As a result, a runoff election is required at a cost to the City of \$7,609.43, an amount not currently budgeted. In accordance with City Charter Section*

7.09 (Amending the Budget), City Staff is recommending a budget amendment as outlined in Exhibit "A" attached. The purpose of this amendment is to amend the FY 11-12 Budget.

**Attachments:** [Ordinance Authorizing Budget Amendments \(2011-2012\)55555 \(2\).pdf](#)  
[Budget Amendment Ordinance Exhibit A 6-4-2012.pdf](#)  
[Run Off Election Ad budget amendment 6-4-2012.pdf](#)  
[Budget Amendment Support-election expenses 6-2012.pdf](#)

**12-0873**

Consider a resolution approving a Pipeline Crossing Contract with The Kansas City Southern Railway Company for construction, maintenance, operation, and use of a proposed potable water pipeline under the Kansas City Southern Railroad tracks and right-of-way at Mile Post T 203.88 (Dallas Subdivision) to serve the Woodbridge Commons Development (Wal-Mart).

*Executive Summary*

*The City approved the Final Plat for Woodbridge Commons and Wal-Mart has purchased a lot in the development from Herzog Development. The City, Herzog Development, and Wal-Mart have approved a Construction Escrow Agreement which requires the developer and Wal-Mart to jointly pay for the public improvements to serve the development. Herzog Development is required to furnish and install a 12-inch waterline to serve Woodbridge Commons and the City will accept and maintain the waterline once constructed. This 12-inch waterline will cross the tracks and right-of-way owned by The Kansas City Southern Railway Company (KCS) along the future Woodbridge Parkway extension. KCS requires the owner of any pipeline crossing the tracks and railroad right-of-way to execute a Pipeline Crossing Contract. This item is for the execution of the Pipeline Crossing Agreement, which allows the City to operate and maintain the waterline after construction.*

**Attachments:** [ATTACHMENT 1 – PROJECT MAP](#)  
[Attachment 2](#)  
[presentation for pipeline crossing contract](#)  
[Exhibit A](#)  
[resolution for pipeline crossing agreement](#)

**12-0874**

Consider a resolution approving a Facilities Agreement with C.W. Young Construction, L.P., and Herzog Development Corporation for the installation of a 12-inch waterline under the Kansas City Southern Railroad tracks and right-of-way at Mile Post T 203.88 (Dallas Subdivision) to serve the Woodbridge Commons

Development (Wal-Mart).

*Executive Summary*

*The City approved the Final Plat for Woodbridge Commons and Wal-Mart has purchased a lot in the development from Herzog Development. The City, Herzog Development, and Wal-Mart have approved a Construction Escrow Agreement which requires the developer and Wal-Mart to jointly pay for the public improvements to serve the development. Herzog Development is required to furnish and install a 12-inch waterline to serve Woodbridge Commons and the City will accept and maintain the waterline once constructed. This 12-inch waterline will cross the tracks and right-of-way owned by The Kansas City Southern Railway Company (KCS) along the future Woodbridge Parkway extension. KCS requires the owner of any pipeline crossing the tracks and railroad right-of-way to execute a Pipeline Crossing Contract. The contract has specific terms and insurance requirements for the installation of the waterline, which the developer must follow since the developer's contractor is installing the waterline. This item is for the execution of a Facilities Agreement defining the responsibilities of the developer and its contractor for installing the 12-inch waterline and releasing the City of any liability during construction of the waterline.*

**Attachments:** [ATTACHMENT 1 – PROJECT MAP](#)  
[Attachment 2](#)  
[presentation for facilities agreement](#)  
[resolution for waterline facilities agreement](#)  
[Exhibit A Facilities Agreement](#)

**12-0885**

Consider a resolution approving an Interlocal Agreement with the City of Plano to offer training to City Employees.

*Executive Summary*

The City of Plano would like to partner with the City of Sachse through an Interlocal Agreement to offer training for City employees.

**Attachments:** [City of Plano ILA Agreement](#)  
[51SACHSE Resolution Re Approving Interlocal with Plano Re Classes55695](#)

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

**12-0877**

Proclamation recognizing Sachse High School Principal Steve Hammerle.

*Executive Summary*

*Mr. Hammerle is retiring and this agenda item is to recognize his contributions to Sachse.*

**Attachments:** [Proc. Hammerle.pdf](#)

**12-0878** Proclamation declaring Management Week.

*Executive Summary*

*Representatives from Boeing Leadership Association in Richardson have requested this proclamation.*

**Attachments:** [Proc. request.pdf](#)  
[Proc Mgmt. Week.pdf](#)

**12-0875** Staff Briefing: City Engineer.

*Executive Summary*

*Each month a briefing is given to City Council providing an update of recent actions and events for a specific department. This month the City Engineer will brief the council on activities the Engineering Department is working on and outline the future work plan for the Engineering Department.*

**Attachments:** [staff briefing 6.4.12](#)

### 3. CITIZEN INPUT.

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

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

### 4. REGULAR AGENDA ITEMS.

**12-0881** Administer Oath of Office to Councilman-elect Jared Patterson.

*Executive Summary*

*Councilman-elect Jared Patterson was elected to another term at the May 12, 2012 City Council election. He must be sworn-in to assume the duties of his office as required by City Charter and State Law.*

**Attachments:** [Oath.pdf](#)

[12-0895](#) Receive early Citizen input for the 2012-2013 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 3-2012](#)

[12-0883](#) Adjourn to Executive Session pursuant to the provisions of Texas Government Code Section 551.071:

To discuss pending litigation: Dan Wood vs. the City of Sachse Cause No. DC-12-00218-M.

Consider any action necessary as a result of Executive Session.

*Executive Summary*

*Closed session as provided by State Law.*

[12-0888](#) Discuss Fireworks Program.

*Executive Summary*

*This item will present an update on the plans and activities for the 2012 Red, White & Blue Blast.*

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

[12-0890](#) Consider appointment of voting representative to the North Central Texas Council of Government's General Assembly.

*Executive Summary*

*The North Central Texas Council of Government's voting representative for the City needs to be determined.*

**Attachments:** [NCTCOG voting rep.pdf](#)

[NCTCOG Voting letter.pdf](#)

[Voting Rep..pdf](#)

## 5. ADJOURNMENT.

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

The City of Sachse reserves the right to reconvene, recess or realign the regular session or called Executive Session or order of business at any time prior to adjournment.

Note: The Sachse City Council reserves the right to convene into Executive Session pursuant to the Texas Government Code, 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: June 1, 2012; 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 #:** 12-0876      **Version:** 1      **Name:** minutes of the May 21, 2012, regular meeting.  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 5/22/2012      **In control:** City Council  
**On agenda:** 6/4/2012      **Final action:**  
**Title:** Consider approval of the minutes of the May 21, 2012, regular meeting.  
  
Executive Summary  
Minutes of the last meeting for approval.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Min 5.21.12.pdf](#)

Date	Ver.	Action By	Action	Result
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### Title

Consider approval of the minutes of the May 21, 2012, regular meeting.

### *Executive Summary*

*Minutes of the last meeting for approval.*

### Background

Minutes of the May 21, 2012, regular meeting for review and approval.

### Policy Considerations

None.

### Budgetary Considerations

None.

### Staff Recommendations

Approval of the minutes of the May 21, 2012, regular meeting as a consent agenda item.

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

**MAY 21, 2012**

The City Council of the City of Sachse held a Regular Meeting on Monday, May 21, 2012 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 Charles W. Smith  
Councilman Bill Adams  
Councilwoman Pat McMillan  
Councilman Jared Patterson  
Councilman Todd Ronnau  
Councilman Mark Timm

and all were present.

Staff present: City Manager Billy George; Finance Director Jeri Rainey; Community Development Director Marc Kurbansade; City Engineer Shawn Poe; Police Chief Dennis Veach; Public Works Director Joe Crase; Fire Chief Doug Kendrick; Parks Director Lance Whitworth; Library Manager Mignon Morse; Sachse EDC Director Carlos Vigil; and City Secretary Terry Smith.

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

The invocation was offered by Mayor Pro Tem Smith and the pledges were led by Councilman Timm.

**1. Consent Agenda:**

Councilman Timm moved to approve the Consent Agenda Items No. **12-0870** Consider approval of the minutes of the May 7, 2012 regular meeting; **12-0858** Resolution No. 3388 awarding the base bid and alternate bid in the amount of two hundred two thousand dollars and no cents (\$202,000.00) to Durable Specialties, Incorporated for the installation of the traffic signal at the intersection of Sachse Road and Miles Road/Bryan Street; and **12-0833** Resolution No. 3389 to approve Purchase Orders in the amount not to exceed one million three hundred seventy-six thousand seven hundred fifty dollars and no cents (\$1,376,750) to Reynolds Asphalt and Construction Company, incorporated for asphalt roadway improvement projects and authorizing the City Manager to execute the purchase order. The motion was seconded by Councilman Adams and passed unanimously.

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

Mayor Felix made the following presentations:

**12-0872** Employee Recognition of Officer Mike Davis for being selected as an Enforcement Hero by Dallas Chapter of Mothers Against Drunk Driving.

Mayor Pro Tem Smith noted he attended Beaver Elementary School today to celebrate their Title 1, National Distinguished Award, only 1 of 6,000 schools in Texas to receive the award.

Councilman Ronnau stated that tomorrow at 4 pm at the Library will be the Patriot Paws Program, where they train dogs for disabled veterans. The Friends of the Library meets at 7:00 p.m.

Councilman Ronnau noted the Sachse Baseball Association World Series is going on thru the weekend at Heritage Park.

City Manager George noted he attended the Senior Prom at the Senior Center on Saturday. The event was a success.

**3. Citizen Input:**

Dave Sanford 3718 Trail Ridge Drive, reminded all about the Memorial Day Ceremony on Monday from 11:30 a.m. until noon at the City Hall flag poles.

Ken Wimmer 2108 Cornwall, stated he is a volunteer at the Animal Shelter, and they are in dire need of bleach. He also noted construction on S.H. 78 behind his house from 11:30 p.m. until 1:00 a.m. He stated it would be helpful to let citizens know of the construction.

**4. Regular Agenda Items:**

**12-0867 Consider canvass of the May 12, 2012, City Officers (City Council) election and call for runoff election on June 23, 2012:**

City Secretary Smith read the final results from Dallas County:

<u>Place 1 Candidates</u>	<u>Early Voting +</u>	<u>Election Day</u>	=	<u>Total Votes</u>	<u>%</u>
Scott Everett	148	91		239	29.54
Jeff Dowdle	86	116		202	24.97
Brett Franks	181	187		368	45.49
Totals	415	394		809	100

<u>Place 2 Candidates</u>	<u>Early Voting +</u>	<u>Total Election Day</u>	=	<u>Total Votes</u>	<u>%</u>
Jared Patterson	328	299		627	100
Totals	328	299		627	100

In place 1, since no candidate received greater than 50% of the vote, there will be a runoff election on June 23<sup>rd</sup> for Mr. Everett and Mr. Franks. Councilman-elect Patterson will be sworn-in for another term at the next Council meeting.

Following discussion, Councilman Timm moved to approve the canvass of the May 12, 2012 City Council election and call a runoff for June 23, 2012. The motion was seconded by Councilman Ronnau and carried unanimously.

**12-0864 Discuss Railroad Quiet Zones:**

City Engineer Poe presented an update on the subject.

Following discussion, no formal action was taken.

**12-0871 Consider making appointments to the Regional Transportation Council (RTC) of the North Central Texas Council of Governments:**

City Secretary Smith briefed the Council on the matter.

Following discussion, no formal action was taken.

**12-0868 Conduct Executive session: Adjourn to executive session pursuant to the provisions of the Texas Government Code: Section 551.074 To discuss the semi-annual evaluation of the City Secretary.**

**Consider any action necessary as a result of the executive session.**

At 8:47 p.m. Councilman Patterson moved to recess to executive session. The motion was seconded by Councilman Timm and carried unanimously.

At 9:40 p.m. Councilman Timm moved to return to open session. The motion was seconded by Councilwoman McMillan and carried unanimously.

Mayor Felix stated no action was being taken.

There being no further business, Councilman Patterson moved to adjourn. The motion was seconded by Councilman Ronnau and passed unanimously. The meeting adjourned at 9:42 p.m.

ATTEST:

APPROVED:

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

\_\_\_\_\_  
MAYOR



Legislation Details (With Text)

**File #:** 12-0879      **Version:** 2      **Name:** Budget Amendment  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 5/23/2012      **In control:** City Council  
**On agenda:** 6/4/2012      **Final action:**  
**Title:** Consider approval of an ordinance amending the 2011-2012 budget.

**Executive Summary**

No City Council Candidate considered in the May 12, 2012 election received greater than 50% of the votes cast. As a result, a runoff election is required at a cost to the City of \$7,609.43, an amount not currently budgeted. In accordance with City Charter Section 7.09 (Amending the Budget), City Staff is recommending a budget amendment as outlined in Exhibit "A" attached. The purpose of this amendment is to amend the FY 11-12 Budget.

**Sponsors:**

**Indexes:**

**Code sections:**

- Attachments:** [Ordinance Authorizing Budget Amendments \(2011-2012\)55555 \(2\).pdf](#)  
[Budget Amendment Ordinance Exhibit A 6-4-2012.pdf](#)  
[Run Off Election Ad budget amendment 6-4-2012.pdf](#)  
[Budget Amendment Support-election expenses 6-2012.pdf](#)

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

Consider approval of an ordinance amending the 2011-2012 budget.

*Executive Summary*

*No City Council Candidate considered in the May 12, 2012 election received greater than 50% of the votes cast. As a result, a runoff election is required at a cost to the City of \$7,609.43, an amount not currently budgeted. In accordance with City Charter Section 7.09 (Amending the Budget), City Staff is recommending a budget amendment as outlined in Exhibit "A" attached. The purpose of this amendment is to amend the FY 11-12 Budget.*

**Background**

Charter requires election by majority vote, or greater than 50% of the votes cast for an election. Since no candidate received greater than 50% of the votes in the most recent election a runoff election is required. This election will be held on Saturday, June 23, 2012.

The cost of this election was not budgeted in the current fiscal year therefore a budget amendment is required at a cost of \$7,609.43. This should be charged to the City Secretary's budget in the General Fund (General Ledger account #01-011-53390-Election Services).

**Policy Considerations**

The budget amendment is being considered on the basis of General Accepted Accounting Principles (GAAP) as it applies to budgeting for source and uses of economic resources.

**Budgetary Considerations**

Budget Amendment as required by Charter.

**Staff Recommendations**

Approve an ordinance of the City of Sachse, Texas ("City"), authorizing certain budget amendments pertaining to the fiscal year 2011-2012 budget; and providing an effective date as a consent agenda item.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF SACHSE, TEXAS (“CITY”),  
AUTHORIZING CERTAIN BUDGET AMENDMENTS PERTAINING TO THE FISCAL  
YEAR 2011-2012 BUDGET; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, a budget amendment has been prepared for certain appropriations and expenditures in the 2011-2012 Budget and submitted to the City council for approval and a true and correct copy is attached as Exhibit A.

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

**SECTION 1.** Pursuant to the City Charter requirements of the City of Sachse, Texas, in the year 2011-2012 a Budget Amendment attached as Exhibit A is hereby authorized and approved.

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

**PASSED AND APPROVED** by the City Council of the City of Sachse, Texas this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

APPROVED:

\_\_\_\_\_  
Mike Felix  
Mayor

DULY ENROLLED:

\_\_\_\_\_  
Terry Smith  
City Secretary

**EXHIBIT A**

**General Fund**

Expenditures

<i>GL Account #</i>	<i>Account</i>	<i>Department</i>	<i>Amount</i>
01-011-53390	Election Services	City Secretary	\$ 7,276.43
01-011-53390	Election Services	City Secretary	<u>\$ 333.00</u>
			<u><u>\$ 7,609.43</u></u>

*Description*

Run-off election expenses

Run-off election advertisement

**NOTICE OF GENERAL ELECTION - RUNOFF ELECTION  
(AVISO DE ELECCION GENERAL) - SEGUNDA VUELTA**

**To the registered voters of Sachse, Texas**

*(A los votantes registrados Sachse, Texas)*

**Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m. on June 23, 2012, for voting in a general election to elect 1 Council Member.**

*(Notifiquese, por las presente, que las casillas electorales sitados abajo se abriran desde las 7:00 a.m. hasta las 7:00 p.m. el Juno de Veintitres de 2012 para votar en la Eleccion General para elegir uno consejales)*

**On Election Day, voters must vote in their precinct where registered to vote.**

*(El dia de eleccion, los votantes deberan votar en su precinto donde estan Inscritos para votar.)*

**Location of election Day Polling Places**

**Precinct Number**

**Include Name of Building and Address**

*(Numero de precinto)*

*(Ubicacion de las casillas electrales el Dia de Eleccion)*

*(Incluir Nombre del Edificio y Direccion)*

**Sachse City Hall**

**all within City of Sachse**

**3815-B Sachse Road**

**Sachse, TX 75048**

**For early voting, a voter may vote at any of the locations listed below:**

*(Para Votacion Adelantada, los votantes podran votar en cualquera de las ubicaciones nombradas abajo.)*

**Location of Early Voting Polling Places**

**Precinct Number**

**Include Name of Building and Address**

*(Numero de precinto)*

*(Ubicacion de las casillas electrales de votacion adelantada)*

*(Incluir Nombre del Edificio y Direccion)*

**Sachse City Hall**

**all within City of Sachse**

**3815-B Sachse Road**

**Sachse, TX 75048**

**Dallas County-wide see website for locations at [dalcoelections.org](http://dalcoelections.org)**

**Applications for ballot by mail shall be mailed to:**

*(Las solicitudes para boletas de votacion adelantada por correo deberan enviarse a:)*

**Toni Pippins-Poole, Dallas County Elections Dept.**

**Name of Early Voting Clerk**

*(Nombre del Secretario de la Votacion Adelantada)*

**2377 N. Stemmons Frwy - 8th Floor**

**Address (Direccion)**

**Dallas, TX 75207**

**(City, Zip Code) (Ciudad,Codigo Postal)**

**Applications for ballots by mail must be received no later than the close of business on June 15, 2012**

*(Las solicitudes para boletas de votacion adelantada por correo deberan recibirse para el fin de las horas de negocio el June 15, 2012)*

**Issued this 21 day of May, 2012**

*(Emitida este dia 21 de May, 2012)*

  
Signature of Presiding Officer (Firma del Oficial que Preside)



DALLAS COUNTY ELECTIONS DEPARTMENT

May 18, 2012

Via Fax

Terry Smith  
City Secretary  
3815 Sachse Rd. – Building B  
Sachse, TX 75048

Dear Mr. Smith:

The Dallas County Elections Department is preparing to conduct and supervise the June, 23, 2012 Joint Run-off Election. All duties and services will be the same as described in the Joint Election Contract and Election Services Agreement. According to Section 15.1 of your election contract, funds for the election must be deposited no later than five (5) days after the estimated cost from the Elections Administrator to administer your election.

The estimated cost to administer your Joint Run-off election will be \$7,276.43. The estimated amount should be deposited no later than Monday, June 4, 2012.

Deposit should be delivered to:

Joe Wells  
Dallas County Treasurer  
303 Records Building  
509 Main St.  
Dallas, Texas 75202

Should you have any questions, please do not hesitate to contact me at 214-819-6334 or Debra Parker at 214-819-6333.

Sincerely,

A handwritten signature in cursive script that reads "Toni Pippins-Poole".

Toni Pippins-Poole  
Elections Administrator-CERA, CCPA



## Legislation Details (With Text)

<b>File #:</b>	12-0873	<b>Version:</b>	1	<b>Name:</b>	KCS pipeline crossing contract
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	5/22/2012	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	6/4/2012	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider a resolution approving a Pipeline Crossing Contract with The Kansas City Southern Railway Company for construction, maintenance, operation, and use of a proposed potable water pipeline under the Kansas City Southern Railroad tracks and right-of-way at Mile Post T 203.88 (Dallas Subdivision) to serve the Woodbridge Commons Development (Wal-Mart).				

### Executive Summary

The City approved the Final Plat for Woodbridge Commons and Wal-Mart has purchased a lot in the development from Herzog Development. The City, Herzog Development, and Wal-Mart have approved a Construction Escrow Agreement which requires the developer and Wal-Mart to jointly pay for the public improvements to serve the development. Herzog Development is required to furnish and install a 12-inch waterline to serve Woodbridge Commons and the City will accept and maintain the waterline once constructed. This 12-inch waterline will cross the tracks and right-of-way owned by The Kansas City Southern Railway Company (KCS) along the future Woodbridge Parkway extension. KCS requires the owner of any pipeline crossing the tracks and railroad right-of-way to execute a Pipeline Crossing Contract. This item is for the execution of the Pipeline Crossing Agreement, which allows the City to operate and maintain the waterline after construction.

### Sponsors:

### Indexes:

### Code sections:

- Attachments:** [ATTACHMENT 1 – PROJECT MAP](#)  
[Attachment 2](#)  
[presentation for pipeline crossing contract](#)  
[Exhibit A](#)  
[resolution for pipeline crossing agreement](#)

Date	Ver.	Action By	Action	Result
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### Title

Consider a resolution approving a Pipeline Crossing Contract with The Kansas City Southern Railway Company for construction, maintenance, operation, and use of a proposed potable water pipeline under the Kansas City Southern Railroad tracks and right-of-way at Mile Post T 203.88 (Dallas Subdivision) to serve the Woodbridge Commons Development (Wal-Mart).

### Executive Summary

*The City approved the Final Plat for Woodbridge Commons and Wal-Mart has purchased a lot in the development from Herzog Development. The City, Herzog Development, and Wal-Mart have approved a Construction Escrow Agreement which requires the developer and Wal-Mart to jointly pay for the public improvements to serve the development. Herzog Development is required to furnish and install a 12-inch waterline to serve Woodbridge Commons and the City will accept and maintain the waterline once constructed. This 12-inch*

*waterline will cross the tracks and right-of-way owned by The Kansas City Southern Railway Company (KCS) along the future Woodbridge Parkway extension. KCS requires the owner of any pipeline crossing the tracks and railroad right-of-way to execute a Pipeline Crossing Contract. This item is for the execution of the Pipeline Crossing Agreement, which allows the City to operate and maintain the waterline after construction.*

## Background

Herzog Development plans to develop approximately 20.708 acres of land located on the southwest corner of The Kansas City Southern Railroad (KCS) and the future Woodbridge Parkway extension (see Attachment 1 Project Map). A Wal-Mart Supercenter is planned to be constructed on this property. Herzog Development is required to install the water, sanitary sewer, drainage, and paving improvements to serve the development, which includes the extension of Woodbridge Parkway north of State Highway 78 (SH 78).

Other items approved by the City Council - The City has entered into a Construction Escrow Agreement with the Herzog Development Company and Wal-Mart for them to construct the public improvements. The City Council approved the First Amendment to the Escrow Construction Agreement on May 7, 2012 which will allow the developer to withdraw funds from the escrow account for the grade crossing and transfer the funds to the City. The City, in turn will send the funds in accordance to a Grade Crossing Construction Agreement to the KCS Railroad. The Grade Crossing Construction Agreement is also on the June 4<sup>th</sup> consent agenda for consideration.

## Policy Considerations

As part of the public improvements to be constructed for the development, a 12-inch waterline will be installed from the south side of SH 78 thence crossing SH 78 and the KCS Railroad along the Woodbridge Parkway extension (see Attachment 1 Project Map). In order to construct the proposed 12-inch waterline along the Woodbridge Parkway extension from SH 78 across the KCS Railroad, The KCS Railway Company requires a Pipeline Crossing Contract to be executed by the City (see attached Exhibit A). The contract will also serve as a license for the City to operate, maintain, use, and remove (if necessary) the waterline once construction is completed.

The contract specifies the location of the waterline crossing, lists the specifications of the carrier pipe and waterline, and lists the scheduling and flag men requirements for constructing and maintaining the waterline within the KCS Railroad right-of-way. The contract also lists the licensee fee of \$9,375, insurance requirements along with the initial term of the contract for ten years with an automatic one year renewal period each year afterward, which is standard. Since the developer is installing the waterline, a Facilities Agreement needs to be approved between the City and the developer outlining the responsibilities of the developer which mirror the requirements set forth in the Pipeline Crossing Contract in order to construct the waterline and releasing the City of any liability during the construction of the waterline. This Facilities Agreement is also on the June 4<sup>th</sup> City Council agenda for consideration.

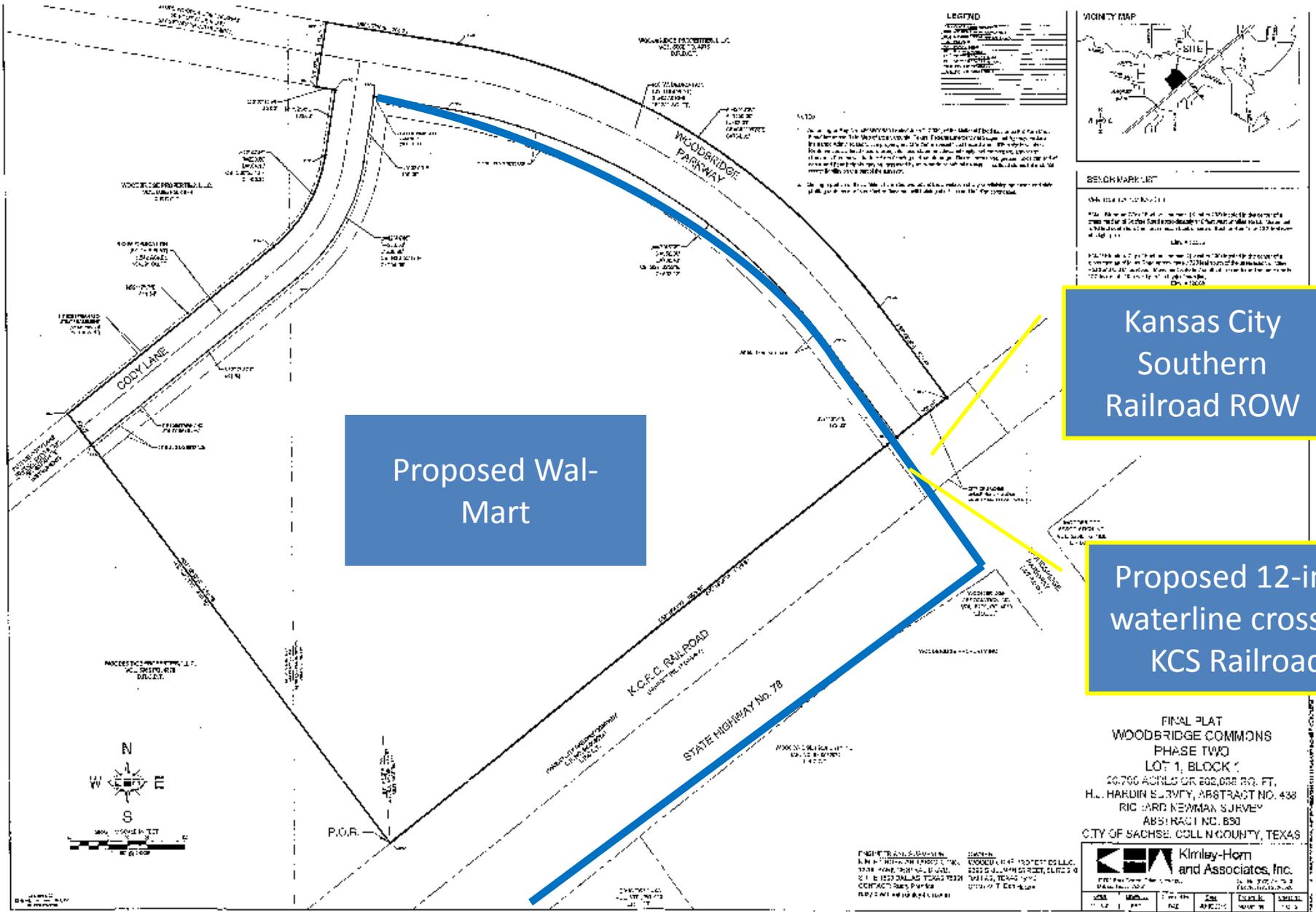
## Budgetary Considerations

There will be no budgetary considerations since the licensing fee has been paid by the developer already (see Attachment 2).

#### Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Pipeline Crossing Contract by and between the City of Sachse, Texas and The Kansas City Southern Railway Company for the construction, maintenance, operation, and use of a proposed potable water pipeline under the Kansas City Southern Railroad tracks and right-of-way at Mile Post T 203.88 (Dallas Subdivision) to serve the Woodbridge Commons Development (Wal-Mart), authorizing the City Manager to execute such contract, and providing an effective date as a consent agenda item.

# ATTACHMENT 1 – PROJECT MAP



Proposed Wal-Mart

Kansas City Southern Railroad ROW

Proposed 12-inch waterline crossing KCS Railroad

FINAL PLAT  
 WOODBRIDGE COMMONS  
 PHASE TWO  
 LOT 1, BLOCK 1  
 20.760 ACRES OR 892,088 SQ. FT.  
 H.L. HARDIN SURVEY, ABSTRACT NO. 438  
 RICHARD NEWMAN SURVEY  
 ABSTRACT NO. 850  
 CITY OF SACHSE, COLLIN COUNTY, TEXAS

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

DATE	DESCRIPTION	BY	CHECKED
11/11/11	FINAL PLAT	JH	JH

# HERZOG DEVELOPMENT CORPORATION

800 E. Campbell Rd., Suite 130  
Richardson, Texas 75081  
(214) 348-1300 Off (214) 348-1720 FAX

## LETTER OF TRANSMITTAL

To: Jones Lang LaSalle Americas, Inc. 3017 Lou Menk Drive Suite 100 Fort Worth, TX 76131-2800  Attn: Sylvia Schmidt - Permits Department	Date: Oct 10, 2011  Re: City of Sachse - Woodbridge
---	---

Copies:	Date:	Description:
1	10/10/11	Check in the amount of \$9,375 for permit fee for waterline crossing KCS RR & Woodbridge Parkway.

For your approval       For your use       For your review / comment

Remarks:

cc: Billy George City of Sachse & Rusty Prentice Kimley-Horn Associates, Inc

From: Don Herzog 

**CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING**

Intuit® CheckLock™ Secure Check

Details on Back

13393

10/10/2011

\$ \*\*9,375.00

DOLLARS

PIN FOR DEPOSIT

PIN FOR DEPOSIT

MEMO

Waterline boring permit fee

⑈013393⑈ ⑆11017694⑆ 440000019678⑈

© 2010 INTRUST INC. # 1786-1-900-433-8810

HERZOG DEVELOPMENT CORPORATION  
800 E. CAMPBELL ROAD, SUITE 130  
RICHARDSON, TX 75081  
(214) 948-1300

Branch Banking and  
Trust Company  
32-1769/110

PAY TO THE  
ORDER OF JONES LANG LASALLE AMERICAS, INC.  
Nine Thousand Three Hundred Seventy-Five and 00/100

JONES LANG LASALLE AMERICAS, INC.  
3017 LOG MENK DRIVE, SUITE 100  
FORT WORTH, TEXAS 76131-2800

Donald P. Jones

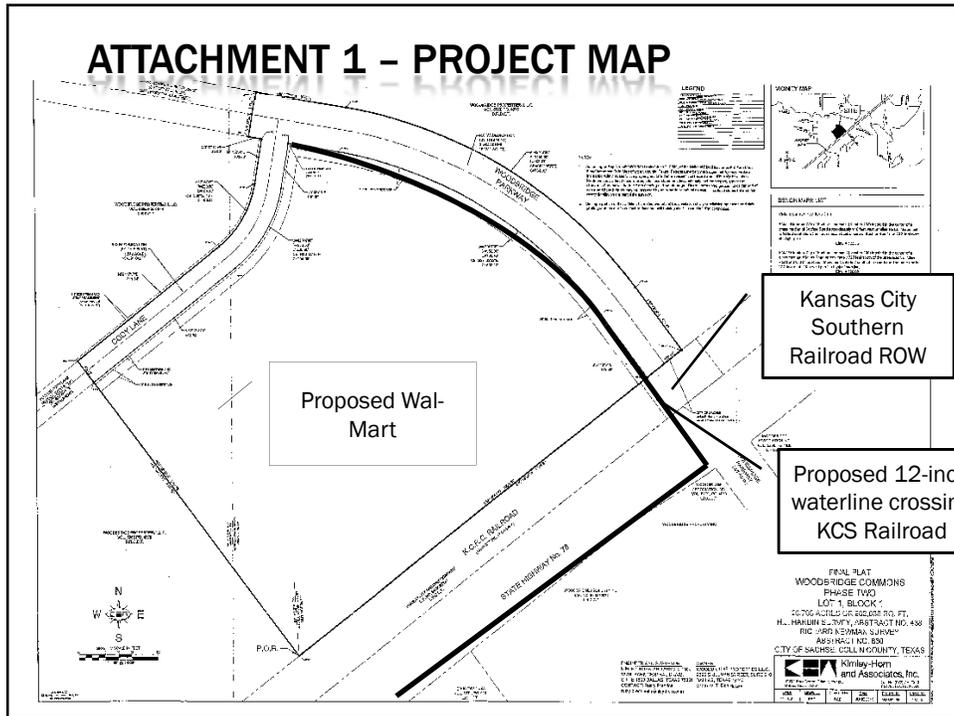
**KCS PIPELINE CROSSING CONTRACT**

**JUNE 4, 2012**

**SACHSE CITY COUNCIL MEETING**

**KCS PIPELINE CROSSING CONTRACT**

- × 12-inch waterline required to be installed across KCS Railroad ROW to serve Wal-Mart
- × KCS requires a Pipeline Crossing Agreement to be executed between City and KCS since the City will maintain the waterline after developer installs it and City accepts it
- × Developer is installing waterline and has paid the licensing fee of \$9,375
- × A Facilities Agreement needs to be approved between City and developer to release the City from liability while the developer's contractor constructs the waterline. Agreement on June 4<sup>th</sup> agenda.



## KCS PIPELINE CROSSING CONTRACT

### ✘ Next steps

- + City approves Pipeline Crossing Agreement for 12-inch waterline (6-4-2012)
- + City approves Facilities Agreement with Herzog Development for 12-inch waterline (6-4-2012)
- + City approves Grade Crossing Agreement for Woodbridge Parkway (6-4-2012)
- + Developer begins construction (7-2012)

**KCS PIPELINE CROSSING CONTRACT**

× QUESTIONS?

## PIPELINE CROSSING CONTRACT

**THIS AGREEMENT** is entered into this 6th day of February, 2012 by and between **THE KANSAS CITY SOUTHERN RAILWAY COMPANY**, a Missouri corporation, called herein "Licensor", and **THE CITY OF SACHSE, TEXAS**, to be addressed at 3815-B Sachse Road, Sachse, Texas 75048, called herein "Licensee".

1. Licensor, without any warranty or guarantee of suitability of the premises for Licensee's or any other purpose, hereby permits Licensee a license to construct, maintain, operate, use and remove a proposed potable water pipeline under Licensor's tracks and right-of-way at Mile Post T 203.88 (Dallas Subdivision) at or near Sachse (Collin County), Texas, the course of the pipeline being described as follows:

As indicated on print of drawing no. 11-1261 dated 01-25-2012 and approved 01-26-2012, marked Exhibit "A", attached hereto and incorporated herein by reference.

The rights granted under this Agreement are subject to all outstanding superior rights whether or not of record (including those in favor of licensees and lessees of Licensor's property, and others) and the right of Licensor to renew and extend the same, and is made without covenant of title, or for quiet enjoyment. Licensor does not warrant title and Licensee accepts the rights granted herein and shall make no claim against Licensor for deficiency of title. Licensee acknowledges that the Licensor's interest in the right-of-way varies from segment to segment and may include lesser interests than fee title. Licensee shall, at Licensee's sole cost and expense, obtain any and all necessary rights and consents from parties other than Licensor which may have or claim any right, title or interest in the property upon which the Licensor's right-of-way is located.

2. The carrier pipe shall consist of 13.20" x 100' PVC having a minimum wall thickness of 0.943" and a minimum yield point of PC 305 PSI, DR-14, which carrier pipe shall be encased in a 18" x 225' (100' on Licensor's right-of-way) steel casing pipe having a minimum wall thickness of 0.500" and a minimum yield point of 150 PSI. Maximum operating pressure of the pipeline shall not be greater than 150 PSI. Licensee expressly agrees that its under-track installation shall be by dry bore and jack method and that no boring or excavation shall occur within Licensor's right-of-way, nor shall any boring occur in the track embankment. The angle of the pipeline crossing beneath Licensor's property and tracks shall be no less than 90°.

Construction, maintenance, operation, use and removal of the pipeline shall not endanger the safety or condition of Licensor's property in any way, or the operation of trains or cars, and the pipeline shall be laid at a minimum depth of 11.5' below the bottom of Licensor's base of rail and at a minimum depth of 6' below ground level at all other points on the right-of-way. Excavations made on Licensor's property shall be promptly refilled by Licensee, the earth well tamped, and the ground left in the same condition as before laying of the pipeline.

The pipeline shall be maintained so as to prevent the escape of its contents being conveyed. Connections or valves shall not be placed in the pipeline nearer than forty feet (40') from the center of Licensor's nearest track. Further, the pipeline and its operation and use, shall comply with any and all applicable governmental laws, rules, and regulations. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 60-250.5, 60-741.5, and 29 C.F. R. part 470, relating to equal employment opportunity, if applicable. If required by Licensor, gates and check valves shall be placed in convenient locations.

Construction, maintenance, operation, use and removal of the pipeline shall not endanger the safety or condition of Licensor's employees or property in any way, or the operation of trains or cars. The location of the pipeline shall be marked, with markers maintained and plainly visible at the right-of-way lines.

3. Licensee shall promptly make necessary repairs to the pipeline, and, in the event of Licensee's failure to do so, repairs may be made by Licensor at Licensee's expense, which cost Licensee expressly agrees to pay upon presentation of the bill.

Should Licensor at any time decide a change in the location or other changes in the pipeline are desirable, Licensee will at its cost make the changes at Licensor's request, and, upon the failure of Licensee to do so, Licensor may make such changes at Licensee's expense, which expense Licensee expressly agrees to pay upon receipt of the bill.

**LICENSEE HEREBY ASSUMES ANY AND ALL RISKS ARISING OUT OF, INCIDENT TO, OR IN ANY WAY CONNECTED WITH THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE PIPELINE. IN CONSIDERATION OF THE PRIVILEGES HEREIN GRANTED, LICENSEE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXPRESSLY AGREES TO INDEMNIFY AND SAVE HARMLESS LICENSOR AND ANY OTHER RAILWAY COMPANIES OPERATING OVER OR USING THE TRACKS OF LICENSOR, ITS OR THEIR OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS, AS THE CASE MAY BE, FROM AND AGAINST ANY AND ALL ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, OUTLAYS, DAMAGES, LIABILITIES AND EXPENSES (WHETHER ARISING IN OR BASED UPON TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) INCLUDING ATTORNEYS' FEES, WHICH MAY BE INCURRED ON ACCOUNT OF INJURY TO OR DEATH OF ANY PERSON WHOMSOEVER, OR LOSS OF OR DAMAGE TO ANY PROPERTY IN ANY WAY, DIRECTLY OR INDIRECTLY, RESULTING FROM, ARISING OUT OF, OR CONNECTED WITH THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE PIPELINE BY LICENSEE OR BY ANYONE ACTING IN ITS BEHALF, ITS OR THEIR, AS THE CASE MAY BE, EXERCISE OF OR PERFORMANCE OF OR ITS OR THEIR FAILURE TO EXERCISE OR PERFORM ANY OF THE RIGHTS, PRIVILEGES, DUTIES OR OBLIGATIONS GRANTED OR IMPOSED UNDER THE PROVISIONS OF THIS AGREEMENT. LICENSEE, TO THE FULLEST EXTENT PERMITTED BY LAW, AGREES TO INDEMNIFY AND SAVE HARMLESS LICENSOR AND OTHER RAILWAY COMPANIES OPERATING OVER OR USING THE TRACKS OF LICENSOR, ITS OR THEIR OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM AND AGAINST THEIR OWN NEGLIGENCE, EXCEPT FOR SUCH INJURY, DEATH, LOSS OR DAMAGE WHICH MAY BE DUE TO THE SOLE ACTIVE NEGLIGENCE OF LICENSOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS, OR EMPLOYEES. LICENSEE HEREBY RELEASES LICENSOR AND OTHER RAILWAY COMPANIES OPERATING OVER THE TRACKS FROM ANY DAMAGE TO THE PIPELINE FROM ANY CAUSE WHATSOEVER.**

4. It shall be the exclusive duty and responsibility of Licensee to inspect the property subject to this Agreement to make sure that it is safe for the entry of its employees, agents and contractors. Licensee shall advise all of its employees, agents and contractors entering the property of any safety hazards on the property, including, without limitation, the presence of moving vehicles, buried cables, tripping hazards and overhead wires. Licensee shall instruct all of its employees, agents and contractors entering the property that all persons, equipment and supplies must maintain a distance of at least twenty-five feet (25') from the centerline of the track unless authorized by the on-site railroad flagman to be closer than twenty-five feet (25'). Licensee shall ensure that no personnel, equipment or supplies under its control are within

the clearance point of the track when moving railroad equipment may be seen from or heard at the property subject to this Agreement. Finally, Licensee shall adopt, publish and enforce safety rules for its employees, agents and contractors that will be on Licensor's right of way consistent with the requirements of this Section.

5. Rights herein granted are personal and may not be assigned without Licensor's written consent. The provisions of this Agreement shall be binding upon the successors and permitted assigns of both parties.

6. Upon termination of this Agreement, Licensee shall immediately remove the pipeline from the property of Licensor and restore the property to its original state. Upon failure of Licensee to remove the pipeline and restore the property to its original state, Licensor may remove it and restore the property to its original state at Licensee's expense, which cost and expense Licensee agrees to pay.

7. Licensee shall not enter nor commence construction on or under Licensor's property or right-of-way unless accompanied by a qualified construction observer and flagger to oversee Licensee's work on Licensor's property or right-of-way. Licensee will be responsible for all construction observer, flagging and mobilization costs, herein referred to as "Services", and arranging for these necessary Services associated with the installation. To enable arrangements to oversee for these Services that are to be performed under this Agreement, Licensee must submit a written scheduling request to Licensor's Scheduling Agent, hereinafter referred to as "Scheduling Agent", which request is received by the Scheduling Agent for approved Licensor qualified construction observer and flagging contractor a minimum of thirty (30) Business Days in advance before Licensee proposes to commence work on or under Licensor's property or right-of-way. (A "Business Day" is any day Monday through Friday which is neither a federal holiday nor a state holiday at the address of Licensor's scheduling agent stated below.) The request must contain Licensee's name, the date of this Agreement, the location of the work to be performed, and how many consecutive Business Days will be required for Licensee to complete the work. Licensee's written request must be delivered to Scheduling Agent at the following location:

Mr. Thomas Faulkner  
Bartlett & West, Inc.  
1200 SW Executive Drive  
Topeka, Kansas 66615  
Phone: 785-228-3265  
Fax: 785-228-6298  
Email: thomas.faulkner@bartwest.com

Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing these Services, reimburse Scheduling Agent for all of their costs and expenses of providing an inspection, flagging and mobilization prior to installation.

Licensor's designation of a company or individual as a "qualified" flagger or flagger provider, or Scheduling Agent, shall be construed solely as Licensor's willingness to allow said individual or entity to provide Services on Licensor's property or right-of-way without further proof of qualification, and shall not be construed as an endorsement or other verification of the abilities or qualifications of said Scheduling Agent by Licensor. All flaggers or Scheduling Agents provided herein shall be treated solely as independent contractors of Licensee, with no relationship to Licensor, for all purposes herein. Licensee and its agents, employees and contractors will clear the tracks when directed to do so by the flagger. The presence of the flagger will not relieve Licensee of its duty to keep all of its agents, employees and contractors clear of the tracks when trains are in dangerous proximity to the licensed area. The actions or inactions of the flagger shall be construed for all purposes herein as the actions or inactions of the Licensee,

and shall be governed by Licensee's duties of indemnification, and saving harmless under Section 3 of this Agreement.

If Licensee's scheduling request fails to reach Scheduling Agent at least thirty (30) Business Days before Licensee's proposed commencement of work, Licensor may refuse to allow commencement of the work on the Licensee's proposed commencement date. If Licensor will not allow the work to proceed on Licensee's proposed commencement date because the scheduling request did not reach Scheduling Agent in time, Licensor will inform Licensee of this fact as promptly as possible and work with Licensee to arrange an alternative commencement date for the work.

The construction observer and flagger will remain at the site on a reasonably continuous basis to oversee the work, and charges will accrue for each day spent awaiting the completion of the work and the installation of appropriate signs marking where Licensee's facilities enter and leave Licensor's property and right-of-way. If installation takes longer than contracted for with Scheduling Agent, Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing the inspection, flagging and mobilization, reimburse Scheduling Agent for all of Scheduling Agent's costs and expenses of providing an inspector, flagger and mobilization.

Once Licensee has submitted its scheduling request to Scheduling Agent, should Licensee require a change to the scheduled date, Licensee shall provide Scheduling Agent at least two (2) Business Days' notice prior to the requested start date of the work. If Licensee fails to provide two (2) Business Days' notice of the change, Licensee shall be charged, and agrees to pay, the daily rate, and any travel costs actually incurred, for the construction observer, flagging and mobilization for one (1) day.

8. Licensee agrees to pay to Licensor for the use of Licensor's right-of-way and the privilege hereby granted, such use and privilege being expressly limited to the facilities described in Section 1 above, the one-time sum of NINE THOUSAND THREE HUNDRED SEVENTY FIVE AND NO/100 DOLLARS (\$9,375.00), due upon execution of this Agreement.

9. The term of this Agreement shall be for a period of 10 years, beginning on the date first written above, and will automatically renew at the end of the initial 10-year term for additional 1 year periods until cancelled by either party upon 30 days advance notice.

10. Environmental Protection: Licensee shall not permit hazardous waste, hazardous substances or hazardous materials (as those terms are defined in any federal, state or local law, rule, regulation or ordinance) on or in the area covered by this Agreement without the written consent of Licensor.

Licensee shall at all times keep the area covered by this Agreement in a safe, clean and sanitary condition, and shall not mutilate, damage, misuse, alter or permit waste therein. Should any discharge, leakage, spillage or emission of any hazardous waste, hazardous substance or hazardous material or pollution of any kind occur upon, in, into, under or from the area covered by this Agreement due to Licensee's use and occupancy thereof, Licensee, at its sole cost and expense, shall clean all property affected thereby, to the satisfaction of Licensor and any governmental body having jurisdiction thereover.

Licensee shall comply with all applicable ordinances, rules, regulations, requirements and laws whatsoever including (by way of illustration only and not by way of limitation) any governmental authority or court controlling environmental standards and conditions on the premises and shall furnish satisfactory evidence of such compliance upon request by Licensor. **IF, AS A RESULT OF LICENSEE'S OPERATION HEREUNDER, ANY SUCH ORDINANCE, RULE, REGULATION, REQUIREMENT, DECREE, CONSENT DECREE, JUDGMENT, PERMIT OR LAW IS**

**VIOLATED, OR IF, AS A RESULT OF ANY ACTION BY LICENSEE, ANY HAZARDOUS OR TOXIC WASTE, MATERIALS OR SUBSTANCES SHOULD ENTER OR OTHERWISE AFFECT ANY PART OF THE AREA COVERED BY THIS AGREEMENT (INCLUDING SURFACE, SUBSURFACE, AIRBORNE AND/OR GROUND CONTAMINATION), LICENSEE SHALL INDEMNIFY AND SAVE HARMLESS LICENSOR FROM AND AGAINST ANY PENALTIES, FINES, COSTS, RESPONSE, REMEDIAL, REMOVAL AND CLEAN-UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, IMPOSED UPON OR INCURRED BY LICENSOR, CAUSED BY, RESULTING FROM OR IN CONNECTION WITH SUCH VIOLATION OR VIOLATIONS.**

**FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, LICENSEE AGREES TO INDEMNIFY AND SAVE HARMLESS LICENSOR FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITY, RESPONSIBILITY AND CAUSES OF ACTION (WHETHER ARISING IN OR OUT OF TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) ASSERTED AGAINST THEM FOR DEATH, INJURY, LOSS OR DAMAGE RESULTING TO LICENSOR'S EMPLOYEES OR PROPERTY, OR TO LICENSEE OR LICENSEE'S EMPLOYEES OR PROPERTY, OR TO ANY OTHER PERSONS OR THEIR PROPERTY, AND FOR ALL PENALTIES, FINES, COSTS, RESPONSE, REMOVAL, REMEDIAL AND CLEAN UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, ARISING FROM, RELATED TO OR HAPPENING IN CONNECTION WITH THE USE OF THE AREA COVERED BY THIS AGREEMENT BY LICENSEE AND ITS AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES AND CONTRACTORS.**

**FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, LICENSEE FURTHER AGREES THAT ITS OBLIGATION OF INDEMNIFICATION AND SAVING HARMLESS HEREUNDER SHALL BE STRICT AND ABSOLUTE AND SHALL REMAIN IN FULL EFFECT IRRESPECTIVE OF ANY NEGLIGENCE ON THE PART OF LICENSOR.**

11. So long as this Agreement is in effect Licensee agrees to maintain comprehensive general liability and contractual liability insurance with minimum limits of two million dollars (\$2,000,000.00) per occurrence, four million dollars (\$4,000,000.00) aggregate. Licensee shall provide automobile liability coverage in the amount of one million dollars (\$1,000,000.00) combined single limit. In addition, Licensee shall provide or require minimum statutory worker's compensation coverage for all covered employees who are on Licensor's property. Licensee must also provide a Railroad Protective Liability Insurance policy naming the Licensor as the Named Insured with coverage limits of at least two million dollars (\$2,000,000.00) per occurrence and six million dollars (\$6,000,000.00) aggregate. The original Railroad Protective Liability policy shall be promptly furnished to Licensor. Each policy must be issued by financially reputable insurers licensed to do business in all jurisdictions where work is performed during the term of the Agreement. A certificate of insurance will be provided to Licensor by Licensee, reasonably satisfactory to Licensor in form and content, evidencing that all required coverage is in force and have been endorsed to provide that no policy will be canceled or materially altered without first giving the Licensor thirty (30) day's prior written notice. Commercial general liability policy will name Licensor as an additional insured and, to the fullest extent allowed under law, will contain a waiver of subrogation in favor of Licensor. All policies will be primary to any insurance or self-insurance the Licensor may maintain for acts or omissions of Licensee or anyone for whom Licensee is responsible. Any deductible or self-insured retention on the required insurance shall be the responsibility of Licensee. Licensee will include copies of relevant endorsements or policy provisions with the required certificate of

insurance. Nothing contained in this Section limits Licensee liability to the Licensor to the limits of insurance certified or carried by Licensee. If Licensee utilizes subcontractors in performance of this Agreement, the subcontractors must meet the same insurance requirements as the Licensee. If a subcontractor does not meet the coverage requirements of this Section, subcontractor must either supplement the deficient areas of coverage or Licensee must certify that Licensee has acquired sufficient coverage to supplement the deficiency of subcontractor.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in triplicate by their authorized representatives as of the date first above written.

**THE KANSAS CITY SOUTHERN RAILWAY COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THE CITY OF SACHSE, TEXAS**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

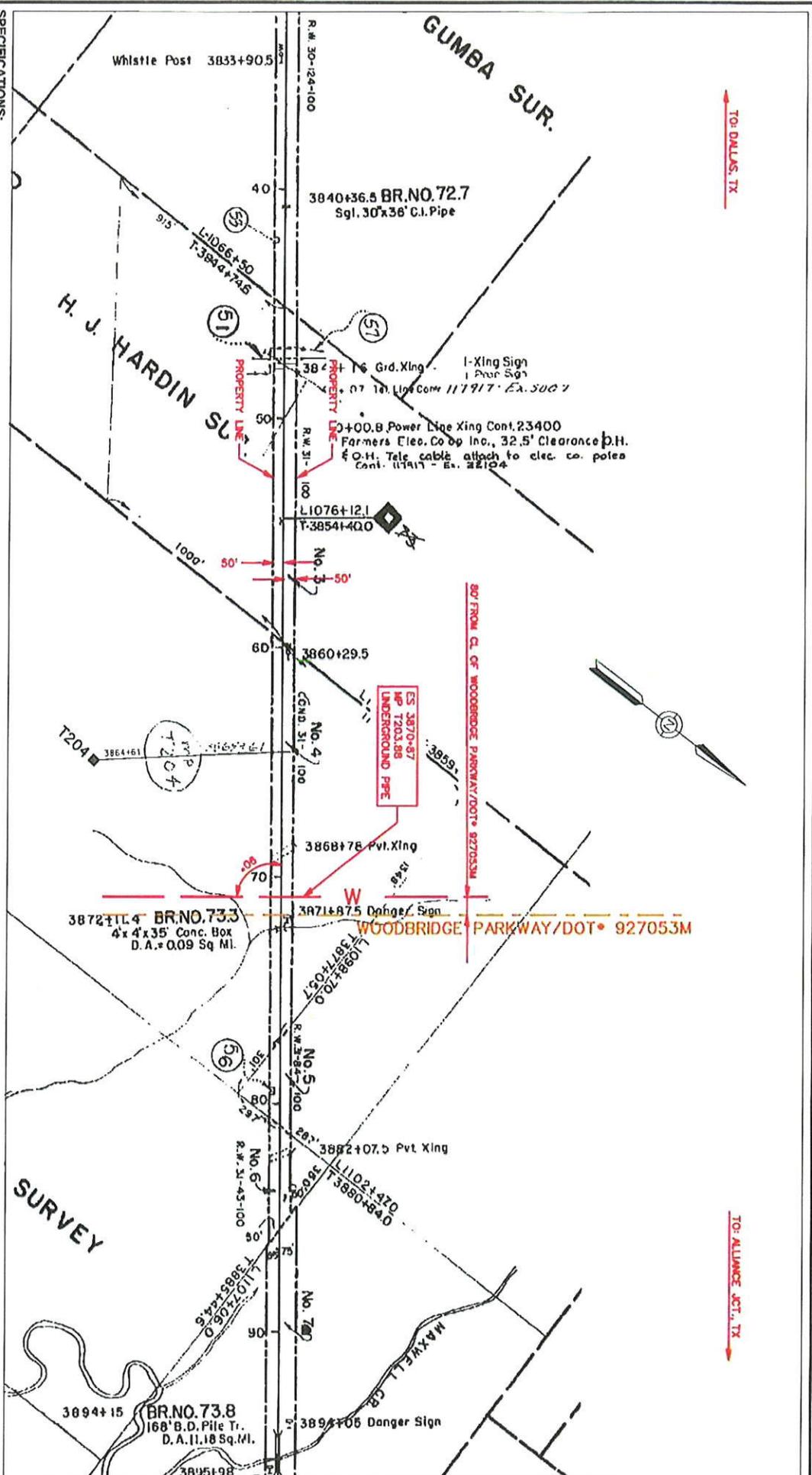
SPECIFICATIONS:		CARRIER		CASING	
CONCRETE	FOOTABLE W/THIN	MI THOOD OR INSTALLATION	DAY RICH AND JACK		
PIPE	30" DIA				
OUTSIDE GRADE	13.2"				
PIPE WALL THICKNESS	1.31"				
WALL THICKNESS	0.31"				
WALL THICKNESS	0.31"				
TYPE OF JOINT	N/A				
COATING	N/A				

**KANSAS CITY SOUTHERN RAILWAY COMPANY**

Date:	01-25-2012	Approved By:	
Drawn By:	WJS		
Checked By:	TRE		
Company:	BARTLETT & WEST		
Sheet No.:	1 of 1	Map #:	170051
Scale:	1" = 400'	KCS FILE NO.:	

Digitally signed by  
S. HENNER, P.E.  
Date: 2012.01.26  
09:33:45 -0600

**EXHIBIT "A"**  
PROPOSED UNDERGROUND PIPELINE CROSSING FOR CITY OF SACHSE AT MP 1703.88 DALLAS SUBD. NEAR SACHSE, TEXAS



This map is used by KCS and its subsidiary companies in the ordinary course of business. It is intended as an illustration and should be used only with the expressed understanding that they make no representations whatsoever about the quality, accuracy, errors, or omissions relating to this map. This map should not be scaled for accurate measurements.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PIPELINE CROSSING CONTRACT BY AND BETWEEN THE CITY OF SACHSE, TEXAS AND THE KANSAS CITY SOUTHERN RAILWAY COMPANY FOR THE CONSTRUCTION, MAINTENANCE, OPERATION, AND USE OF A PROPOSED POTABLE WATER PIPELINE UNDER THE KANSAS CITY SOUTHERN RAILROAD TRACKS AND RIGHT-OF-WAY AT MILE POST T 203.88 (DALLAS SUBDIVISION) TO SERVE THE WOODBRIDGE COMMONS DEVELOPMENT (WAL-MART); AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH CONTRACT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, a 12-inch waterline is required to be extended northwesterly from State Highway 78 along the proposed Woodbridge Parkway extension to serve the Woodbridge Commons subdivision (Wal-Mart); and

**WHEREAS**, said waterline shall cross KCS's tracks at approximately railroad Mile Post T-203.88, Dallas Subdivision (DOT No. 927053M); and

**WHEREAS**, the City Council of the City of Sachse, Texas has been presented a Pipeline Crossing Contract from the Kansas City Southern Railway Company for the construction, maintenance, operation, and use of the proposed waterline across the KCS tracks and right-of-way; and

**WHEREAS**, upon full review and consideration of the Pipeline Crossing Contract, 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 such agreement on behalf of the City of Sachse, Texas.

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

**Section 1:** That the City Council hereby approves the terms and conditions of the Pipeline Crossing Contract, which is attached hereto and incorporated herein as Exhibit A, by and between the City of Sachse and the Kansas City Southern Railway Company and authorizes the City Manager to execute said agreement on behalf of the City of Sachse.

**Section 2:** This resolution shall become effective immediately upon its passage.

**RESOLVED** this 4<sup>th</sup> day of June, 2012. CITY OF SACHSE, TEXAS.

\_\_\_\_\_  
Mike Felix, Mayor

ATTEST:

\_\_\_\_\_  
Terry Smith, City Secretary



Legislation Details (With Text)

**File #:** 12-0874      **Version:** 1      **Name:** Herzog facilities agreement for 12" WL  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 5/22/2012      **In control:** City Council  
**On agenda:** 6/4/2012      **Final action:**  
**Title:** Consider a resolution approving a Facilities Agreement with C.W. Young Construction, L.P., and Herzog Development Corporation for the installation of a 12-inch waterline under the Kansas City Southern Railroad tracks and right-of-way at Mile Post T 203.88 (Dallas Subdivision) to serve the Woodbridge Commons Development (Wal-Mart).

**Executive Summary**

The City approved the Final Plat for Woodbridge Commons and Wal-Mart has purchased a lot in the development from Herzog Development. The City, Herzog Development, and Wal-Mart have approved a Construction Escrow Agreement which requires the developer and Wal-Mart to jointly pay for the public improvements to serve the development. Herzog Development is required to furnish and install a 12-inch waterline to serve Woodbridge Commons and the City will accept and maintain the waterline once constructed. This 12-inch waterline will cross the tracks and right-of-way owned by The Kansas City Southern Railway Company (KCS) along the future Woodbridge Parkway extension. KCS requires the owner of any pipeline crossing the tracks and railroad right-of-way to execute a Pipeline Crossing Contract. The contract has specific terms and insurance requirements for the installation of the waterline, which the developer must follow since the developer's contractor is installing the waterline. This item is for the execution of a Facilities Agreement defining the responsibilities of the developer and its contractor for installing the 12-inch waterline and releasing the City of any liability during construction of the waterline.

**Sponsors:**

**Indexes:**

**Code sections:**

- Attachments:** [ATTACHMENT 1 – PROJECT MAP](#)  
[Attachment 2](#)  
[presentation for facilities agreement](#)  
[resolution for waterline facilities agreement](#)  
[Exhibit A Facilities Agreement](#)

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

**Title**

Consider a resolution approving a Facilities Agreement with C.W. Young Construction, L.P., and Herzog Development Corporation for the installation of a 12-inch waterline under the Kansas City Southern Railroad tracks and right-of-way at Mile Post T 203.88 (Dallas Subdivision) to serve the Woodbridge Commons Development (Wal-Mart).

**Executive Summary**

*The City approved the Final Plat for Woodbridge Commons and Wal-Mart has purchased a lot in the development from Herzog Development. The City, Herzog Development, and Wal-Mart have approved a Construction Escrow Agreement which requires the developer and Wal-Mart to jointly pay for the public improvements to serve the development. Herzog Development is required to furnish and install a 12-inch waterline to serve Woodbridge Commons and the City will accept and maintain the waterline once constructed. This 12-inch waterline will cross the tracks and right-of-way owned by The Kansas City Southern Railway Company (KCS) along the future Woodbridge Parkway extension. KCS requires the owner of any pipeline crossing the tracks and railroad right-of-way to execute a Pipeline Crossing Contract. The contract has specific terms and insurance requirements for the installation of the waterline, which the developer must follow since the developer's contractor is installing the waterline. This item is for the execution of a Facilities Agreement defining the responsibilities of the developer and its contractor for installing the 12-inch waterline and releasing the City of any liability during construction of the waterline.*

*-Mart to jointly pay for the public improvements to serve the development. Herzog Development is required to furnish and install a 12-inch waterline to serve Woodbridge Commons and the City will accept and maintain the waterline once constructed. This 12-inch waterline will cross the tracks and right-of-way owned by The Kansas City Southern Railway Company (KCS) along the future Woodbridge Parkway extension. KCS requires the owner of any pipeline crossing the tracks and railroad right-of-way to execute a Pipeline Crossing Contract. The contract has specific terms and insurance requirements for the installation of the waterline, which the developer must follow since the developer's contractor is installing the waterline. This item is for the execution of a Facilities Agreement defining the responsibilities of the developer and its contractor for installing the 12-inch waterline and releasing the City of any liability during construction of the waterline.*

### Background

Herzog Development plans to develop approximately 20.708 acres of land located on the southwest corner of The Kansas City Southern Railroad (KCS) and the future Woodbridge Parkway extension (see Attachment 1 Project Map). A Wal-Mart Supercenter is planned to be constructed on this property. Herzog Development is required to install the water, sanitary sewer, drainage, and paving improvements to serve the development, which includes the extension of Woodbridge Parkway north of State Highway 78 (SH 78).

Other items considered by the City Council - The City approved a Construction Escrow Agreement on November 2, 2011 with Herzog Development Company and Wal-Mart for them to construct the public improvements. The City Council approved the First Amendment to the Escrow Construction Agreement on May 7, 2012 which will allow the developer to withdraw funds from the escrow account for the grade crossing and transfer the funds to the City. The City, in turn will send the funds in accordance to a Grade Crossing Construction Agreement to the KCS Railroad. The Grade Crossing Construction Agreement is also on the June 4<sup>th</sup> consent agenda for consideration. A Pipeline Crossing Contract is on the June 4<sup>th</sup> consent agenda for consideration for the 12-inch waterline crossing the KCS Railroad tracks and right-of-way.

### Policy Considerations

As part of the public improvements to be constructed for the development, a 12-inch waterline will be installed from the south side of SH 78 thence crossing SH 78 and the KCS Railroad along the Woodbridge Parkway extension (see Attachment 1 Project Map). Herzog Development has contracted with C.W. Young Construction, L.P. to install the 12-inch waterline across SH 78 and the KCS Railroad. In order to construct the proposed 12-inch waterline along the Woodbridge Parkway extension from SH 78 across the KCS Railroad, The KCS Railway Company requires a Pipeline Crossing Contract to be executed by the City. The contract has specific requirements during the installation of the waterline along with insurance requirements which need to be passed on to the developer and their contractor (C.W. Young Construction, L.P.) since they are installing the waterline. The City will accept the waterline upon testing and completion.

The Facilities Agreement (attached hereto as Exhibit A) lists the scheduling and flag men

requirements for constructing the waterline within the KCS Railroad right-of-way, lists the licensee fee of \$9,375 to be paid by the developer, the insurance requirements and provisions which release the City of any liability during the construction of the waterline. The Facilities Agreement mirrors the Pipeline Crossing Contract, which is also on the June 4<sup>th</sup> City Council agenda for consideration.

#### Budgetary Considerations

There will be no budgetary considerations since the licensing fee has been paid by the developer already (see Attachment 2).

#### Staff Recommendations

Staff recommends the City Council to approve a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Facilities Agreement by and between the City of Sachse, Texas, C.W. Young Construction, Limited Partnership, and Herzog Development Corporation for the installation of a 12-inch waterline under the Kansas City Southern Railroad tracks and right-of-way at Mile Post T 203.88 (Dallas Subdivision) to serve the Woodbridge Commons Development (Wal-Mart), authorizing the City Manager to execute such agreement, and providing an effective date as a consent agenda item.

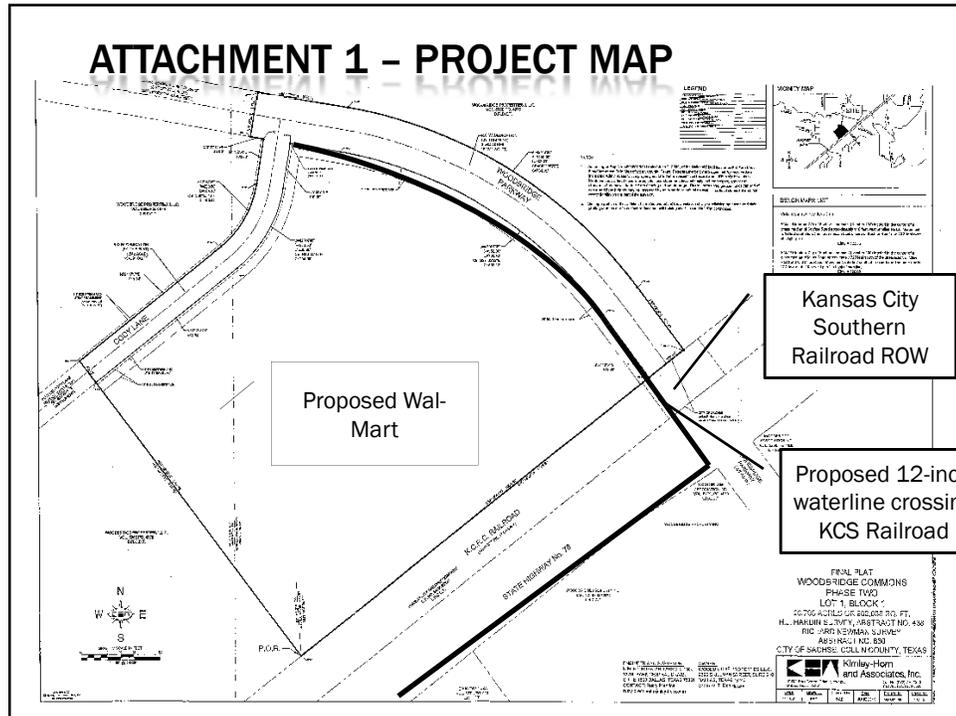
**FACILITIES AGREEMENT FOR 12-INCH WATERLINE TO  
SERVE WOODBRIDGE COMMONS (WAL-MART)**

**JUNE 4, 2012**

**SACHSE CITY COUNCIL MEETING**

**FACILITIES AGREEMENT FOR 12-INCH  
WATERLINE TO SERVE WOODBRIDGE COMMONS  
(WAL-MART)**

- × 12-inch waterline required to be installed across KCS Railroad ROW to serve Wal-Mart
- × KCS requires a Pipeline Crossing Contract to be executed between City and KCS since the City will maintain the waterline after developer installs it and City accepts it. Contract on June 4<sup>th</sup> agenda for consideration.
- × Developer is installing waterline and has paid the licensing fee of \$9,375
- × A Facilities Agreement needs to be approved between City and developer to release the City from liability while the developer's contractor constructs the waterline.



## FACILITIES AGREEMENT FOR 12-INCH WATERLINE TO SERVE WOODBRIDGE COMMONS (WAL-MART)

### ✘ Next steps

- + City approves Pipeline Crossing Agreement for 12-inch waterline (6-4-2012)
- + City approves Facilities Agreement with Herzog Development for 12-inch waterline (6-4-2012)
- + City approves Grade Crossing Agreement for Woodbridge Parkway (6-4-2012)
- + Developer begins construction (7-2012)

**FACILITIES AGREEMENT FOR 12-INCH WATERLINE TO  
SERVE WOODBRIDGE COMMONS (WAL-MART)**

× QUESTIONS?

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A FACILITIES AGREEMENT BY AND BETWEEN THE CITY OF SACHSE, TEXAS, C.W. YOUNG CONSTRUCTION, LIMITED PARTNERSHIP, AND HERZOG DEVELOPMENT CORPORATION FOR THE INSTALLATION OF A 12-INCH WATERLINE UNDER THE KANSAS CITY SOUTHERN RAILROAD TRACKS AND RIGHT-OF-WAY AT MILE POST T 203.88 (DALLAS SUBDIVISION) TO SERVE THE WOODBRIDGE COMMONS DEVELOPMENT (WAL-MART); AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, a 12-inch waterline is required to be extended northwesterly from State Highway 78 along the proposed Woodbridge Parkway extension to serve the Woodbridge Commons subdivision (Wal-Mart); and

**WHEREAS**, said waterline shall cross KCS's tracks at approximately railroad Mile Post T-203.88, Dallas Subdivision (DOT No. 927053M); and

**WHEREAS**, the City Council of the City of Sachse, Texas requires a Facilities Agreement for the installation of the 12-inch waterline across the KCS tracks and right-of-way; and

**WHEREAS**, upon full review and consideration of the Facilities 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 such agreement on behalf of the City of Sachse, Texas.

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

**Section 1:** That the City Council hereby approves the terms and conditions of the Facilities Agreement, which is attached hereto and incorporated herein as Exhibit A, by and between the City of Sachse, C.W. Young Construction, L.P., and Herzog Development Corporation and authorizes the City Manager to execute said agreement on behalf of the City of Sachse.

**Section 2:** This resolution shall become effective immediately upon its passage.

**RESOLVED** this 4<sup>th</sup> day of June, 2012. CITY OF SACHSE, TEXAS.

---

Mike Felix, Mayor

ATTEST:

---

Terry Smith, City Secretary

STATE OF TEXAS

§  
§  
§

**FACILITIES AGREEMENT**

COUNTY OF SACHSE

This Agreement (“Agreement”) is made by and among the City of Sachse, Texas, a Texas municipal corporation (the “City”), C.W. Young Construction, L.P., a limited partnership (“Contractor”), and Herzog Development Corporation (“Developer”), (sometimes hereinafter the City, Contractor, and Developer are collectively referred to as “Parties” and individually as a “Party”), acting by and through their respective representatives.

**RECITALS**

**WHEREAS**, Developer desires to engage Contractor by separate agreement, at Developer’s cost, to install a twelve (12) inch water line (“Water Line”) to serve approximately 164 acres of land located west of Kansas City Southern Railway Company’s (“KCS”) tracks and right-of-way at Mile Post T 203.88 (Dallas Subdivision); and

**WHEREAS**, the City has entered into a Pipeline Crossing Contract with KCS for the construction, maintenance, operation, use and removal of the Water Line; and

**WHEREAS**, Contractor agrees to abide by the conditions contained in the Pipeline Crossing Contract for the installation of the Water Line; and

**WHEREAS**, upon Contractor’s installation and Developer’s dedication of the Water Line to the City, City shall be responsible for the maintenance of the Water Line;

**NOW, THEREFORE**, in consideration of the covenants and conditions contained in this Agreement, the City, Contractor and Developer agree as follows:

**Article I**  
**Term**

1.1 The term of this Agreement shall commence on the last date of execution hereof (the “Effective Date”) and shall continue until Developer and Contractor have fully satisfied all terms and conditions of this Agreement unless sooner terminated as provided herein.

1.2 This Agreement may be terminated by the mutual written agreement of the Parties. The City may terminate this Agreement if Contractor or Developer breaches any of the terms and conditions of this Agreement, and such breach is not cured by such party within sixty (60) days after receipt of notice thereof.

**Article II**  
**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.

“City Engineer” shall mean the City Engineer 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 Improvements have been issued by all applicable governmental authorities; (iii) the contract for the construction of the Improvements has been awarded by the Developer to Contractor; and (iv) the construction of the Improvements have commenced.

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

“Effective Date” shall mean the last date of execution hereof by Developer and City.

“Contractor” shall mean C.W. Young Construction, L.P.

“Developer” shall mean Herzog Development Corporation.

“Improvements” shall mean the Water Line.

“Water Line” shall mean that portion of a twelve (12) inch water line to be constructed off- site under the KSC right-of-way as depicted in Exhibit “A”.

### **Article III Roadway and Waterline Improvements**

3.1 Construction of Water Line. Developer agrees to design and Contractor agrees to install, at Developer’s cost pursuant to separate agreement, a 12-inch Water Line, as depicted in Exhibit “A” attached hereto, (the “Water Line”) in accordance with the applicable standards, ordinances and regulations adopted by the City and Approved Water Line Plans, as defined below. Developer shall submit plans for the alignment, design and construction (the “Approved Plans”) of the Water Line to City for review and approval by the City Engineer. Subject to extensions for delays caused by events of Force Majeure, Contractor agrees to cause Commencement of Construction of the Water Line within ninety (90) days after all necessary and required easements or rights-of-way have been acquired, in the reasonable opinion of Developer, and the plans for the Water Line have been improved by the City.

3.2 Contractor agrees that the installation of the Water Line shall comply with the requirements set forth in the Agreement between KCS and the City (“the Pipeline Crossing Contract”) as set forth in Exhibit “B” which is attached hereto and incorporated herein.

3.3 Contractor shall not enter nor commence construction on or under KCS's property or right-of-way unless accompanied by a qualified construction observer and flagger to oversee Contractor's work on KCS's property or right-of-way. Contractor shall be responsible for all construction observer, flagging and mobilization costs, herein referred to as "Services," and arranging for these necessary Services associated with the installation. To enable arrangements to oversee for these Services that are to be performed under this Agreement, Contractor must submit a written scheduling request to KCS's "Scheduling Agent," hereinafter referred to as "Scheduling Agent," which request is received by the Scheduling Agent for approved KCS qualified construction observer and flagging contractor a minimum of thirty (30) Business Days in advance before Contractor proposes to commence work on or under KCS's property or right-of-way. (A "Business Day" is any day Monday through Friday which is neither a federal holiday nor a state holiday at the address of KCS's Scheduling Agent stated below.) The request must contain Contractor's name, the date of this Agreement, the location of the work to be performed, and how many consecutive Business Days will be required for Contractor to complete the work. Contractor's written request must be delivered to Scheduling Agent at the following location:

Mr. Thomas Faulkner  
Bartlett & West, Inc.  
1200 SW Executive Drive  
Topeka, Kansas 66615  
Phone: 785-228-3265  
Fax: 785-228-6298  
Email: [thomas.faulkner@bartwest.com](mailto:thomas.faulkner@bartwest.com)

Contractor will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing these Services, reimburse Scheduling Agent for all of their costs and expenses of providing an inspection, flagging and mobilization prior to installation.

KCS's designation of a company or individual as a "qualified" flagger or flagger provider, or Scheduling Agent, shall be construed solely as KCS's willingness to allow said individual or entity to provide Services on KCS's property or right-of-way without further proof of qualification, and shall not be construed as an endorsement or other verification of the abilities or qualifications of said Scheduling Agent by KCS. All flaggers or Scheduling Agents provided herein shall be treated solely as independent contractors of Contractor, with no relationship to KCS, for all purposes herein. Contractor and its agents, employees and contractors will clear the tracks when directed to do so by the flagger. The presence of the flagger will not relieve Contractor of its duty to keep all of its agents, employees and contractors clear of the tracks when trains are in dangerous proximity to the licensed area. The actions or inactions of the flagger shall be construed for all purposes herein as the actions or inactions of the Contractor, and shall be governed by Contractor's duties of indemnification, and saving harmless under Section 3 of the Pipeline Crossing Contract.

If Contractor's scheduling request fails to reach Scheduling Agent at least thirty (30) Business Days before Contractor's proposed commencement of work, KCS may refuse to allow commencement of the work on the Contractor's proposed commencement date. If KCS will not

allow the work to proceed on Contractor's proposed commencement date because the scheduling request did not reach Scheduling Agent in time, KCS will inform Contractor of this fact as promptly as possible and work with Contractor to arrange an alternative commencement date for the work.

The construction observer and flagger will remain at the site on a reasonably continuous basis to oversee the work, and charges will accrue for each day spent awaiting the completion of the work and the installation of appropriate signs marking where Contractor's facilities enter and leave KCS's property and right-of-way. If installation takes longer than contracted for with Scheduling Agent, Contractor will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing the inspection, flagging and mobilization, reimburse Scheduling Agent for all of Scheduling Agent's costs and expenses of providing an inspector, flagger and mobilization.

Once Contractor has submitted its scheduling request to Scheduling Agent, should Contractor require a change to the scheduled date, Contractor shall provide Scheduling Agent at least two (2) Business Days' notice prior to the requested start date of the work. If Contractor fails to provide two (2) Business Days' notice of the change, Contractor shall be charged, and agrees to pay, the daily rate, and any travel costs actually incurred, for the construction observer, flagging and mobilization for one (1) day.

3.4 Developer's Costs. Developer agrees to pay to KCS, prior to Commencement of Construction for the use of KCS's right-of-way, a one-time sum of Nine Thousand Three Hundred Seventy-Five Dollars and No/100 Dollars (\$9,375.00).

#### Article IV otice

4.1 Any notice to be given or to be served upon a Party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail and shall be deemed to have been given and received when a certified or registered letter containing such notice, properly addressed with postage prepaid, is deposited in the United States mail, and if given otherwise than by certified or registered mail, it shall be deemed to have been given and delivered to and received by the Party (or such Party's agent or representative) to whom it is addressed when actually received by the intended recipient. Such notice shall be given to the Parties hereto at the address set forth below. Any Party hereto may, at any time by giving two (2) days written notice to the other Party, designate any other address in substitution of the foregoing address to which such notice shall be given.

If Notice to Developer:

Attn: Donald P. Herzog  
Herzog Development Corporation  
800 East Campbell, Suite 130  
Richardson, Texas 75081

If Notice to the City:  
Attn: City Manager  
City of Sachse, Texas  
3815 Sachse Road  
Sachse, Texas 75048

With a Copy to:  
Peter G. Smith  
Nichols, Jackson, Dillard, Hager & Smith  
500 N. Akard, Suite 1800  
Dallas, Texas 75201

If Notice to Contractor:

Attn: Trey Stewart  
C.W. Young Construction, L.P.  
210 S. Sixth Street  
Mansfield, Texas 76063

#### **Article V** Indemnification

**5.1 CONTRACTOR HEREBY RELEASES, RELINQUISHES AND DISCHARGES AND, AT ITS SOLE COST AND EXPENSE, SHALL INDEMNIFY, PROTECT, SAVE HARMLESS AND DEFEND CITY AND DEVELOPER, AND THEIR RESPECTIVE SUBSIDIARIES, DIVISIONS AND AFFILIATES, THEIR SUCCESSORS OR ASSIGNS, AND THEIR DIRECTORS, OFFICERS AND EMPLOYEES, OF AND FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LIABILITIES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, OF ANY NATURE WHATSOEVER, FOR ANY LOSS, DAMAGE OR INJURY TO, INCLUDING THE DEATH OF, PERSONS (WHETHER THEY BE THIRD PERSONS OR EMPLOYEES OF EITHER CONTRACTOR, DEVELOPER OR THE CITY) OR CASUALTY TO PROPERTY (WHETHER IT BE THAT OF THIRD PERSONS OR OF EITHER CONTRACTOR, DEVELOPER OR THE CITY) CAUSED BY, GROWING OUT OF OR HAPPENING IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF THE CONTRACTOR, ITS CONTRACTORS OR SUBCONTRACTORS, IN THE CONSTRUCTION OF THE IMPROVEMENTS. THIS INDEMNITY SHALL INCLUDE AND BE APPLICABLE TO ANY AND ALL ACTIONS, LIABILITIES AND COSTS, AS DESCRIBED ABOVE, ASSERTED UNDER ANY AND ALL FEDERAL, STATE AND LOCAL LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS COVERING THE ENVIRONMENT OR NUISANCE.**

#### **Article VI** Insurance

Contractor agrees to maintain comprehensive general liability and contractual liability insurance with minimum limits of two million dollars (\$2,000,000.00) per occurrence, four

million dollars (\$4,000,000.00) aggregate. Contractor shall provide automobile liability coverage in the amount of one million dollars (\$1,000,000.00) combined single limit. In addition, Contractor shall provide or require minimum statutory worker's compensation coverage for all covered employees who are on KCS's property. Contractor must also provide a Railroad Protective Liability Insurance policy naming the City, Developer and KCS as the Named Insured with coverage limits of at least two million dollars (\$2,000,000.00) per occurrence and six million dollars (\$6,000,000.00) aggregate. The original Railroad Protective Liability policy shall be promptly furnished to the City and Developer. Each policy must be issued by financially reputable insurers licensed to do business in all jurisdictions where work is performed during the term of this Agreement. A Certificate of Insurance shall be provided to the City and Developer by Contractor, reasonably satisfactory to the City and Developer in form and content, evidencing that all required coverage is in force and has been endorsed to provide that no policy will be canceled or materially altered without first giving the City and Developer thirty (30) days' prior written notice. The commercial general liability policy will name the City and Developer as additional insureds and, to the fullest extent allowed under law, shall contain a waiver of subrogation in favor of the City. All policies shall be primary to any insurance or self-insurance the City may maintain for acts or omissions of Contractor or anyone for whom Contractor is responsible. Any deductible or self-insured retention on the required insurance shall be the responsibility of Contractor. Contractor will include copies of relevant endorsements or policy provisions with the required Certificate of Insurance. Nothing contained in this Section limits Contractor's liability to the City or Developer to the limits of insurance certified or carried by Contractor. If Contractor utilizes subcontractors in performance of this Agreement, the subcontractors must meet the same insurance requirements as the Contractor. If a subcontractor does not meet the coverage requirements of this Section, the subcontractor must either supplement the deficient areas of coverage or Contractor must certify that Contractor has acquired sufficient coverage to supplement the deficiency of subcontractor.

## **Article VII**

### Termination

7.1 This Agreement may be terminated: (a) by the mutual written agreement of the Parties; (b) by either Party providing written notice of such termination to the other Party if the other Party breaches any of the material terms and conditions of this Agreement, and such breach is not cured by such Party within sixty (60) days after receipt of written notice thereof (or, if cure cannot be completed within said time period, if cure of such breach is not commenced within such time period and/or not thereafter diligently and continuously pursued to completion within sixty (60) days after receipt of written notice thereof); (c) by City providing written notice to Developer or Contractor if Contractor or Developer suffers an event of bankruptcy or insolvency; or (d) by either Party providing written notice to the other Party 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.

**Article VIII**  
Miscellaneous

8.1 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive 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.

8.2 Legal Construction/Savings/Severability. In case any one or more provisions contained in this Agreement shall be for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, 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.

8.3 Authority. Each of the Parties represents and warrants to the other that they have the full power and authority to enter into and fulfill the obligations of this Agreement. The City represents and warrants that this Agreement has been approved by the City Council of the City in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. Contractor represents and warrants that this Agreement has been approved on behalf of Contractor and that the individual executing this Agreement on behalf of Contractor has been authorized to do so. Developer represents and warrants that this Agreement has been approved on behalf of Developer and that the individual executing this Agreement on behalf of Developer has been authorized to do so. Each assignee, lender, or successor who becomes a party to this Agreement represents and warrants that this Agreement has been approved by appropriate action of such assignee, lender, or successor and that the individual executing this Agreement on behalf of such assignee, lender, or successor has been authorized to do so.

8.4 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties to this Agreement.

8.5 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

8.6 Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed, and that such Party has had an opportunity to confer with it legal counsel.

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

8.8 Exhibits. All exhibits to this Agreement are incorporated herein.

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

8.10 Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

8.11 Binding Effect. This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, and authorized assigns. This Agreement only inures to the benefit of, and may only be enforced by Developer, Contractor, and the City. No other person or entity is a third-party beneficiary of this Agreement.

8.12 Governmental Powers; Waiver of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights except as to the enforcement of this Agreement.

8.13 No Joint Venture. 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, nor to cause City to be deemed to be a constituent partner of the Developer or Contractor.

(signature page to follow)

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**City of Sachse, Texas**

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

**Approved as to Form:**

By: \_\_\_\_\_  
Peter G. Smith, City Attorney  
(PGS/05-16-12/55445)

**THE STATE OF TEXAS**                   §  
  §  
**COUNTY OF DALLAS**                 §

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by Mike Felix, Mayor of the City of Sachse, a municipal corporation existing under the laws of the State of Texas, in such capacity on behalf of such municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**Herzog Development Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE STATE OF TEXAS**           §  
  §  
**COUNTY OF DALLAS**       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_, \_\_\_\_\_ of Herzog Development Corporation, on behalf of said entity.

\_\_\_\_\_  
Notary Public – State of Texas  
My commission expires: \_\_\_\_\_

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

C.W. Young Construction, L.P.,  
a \_\_\_\_\_ limited partnership

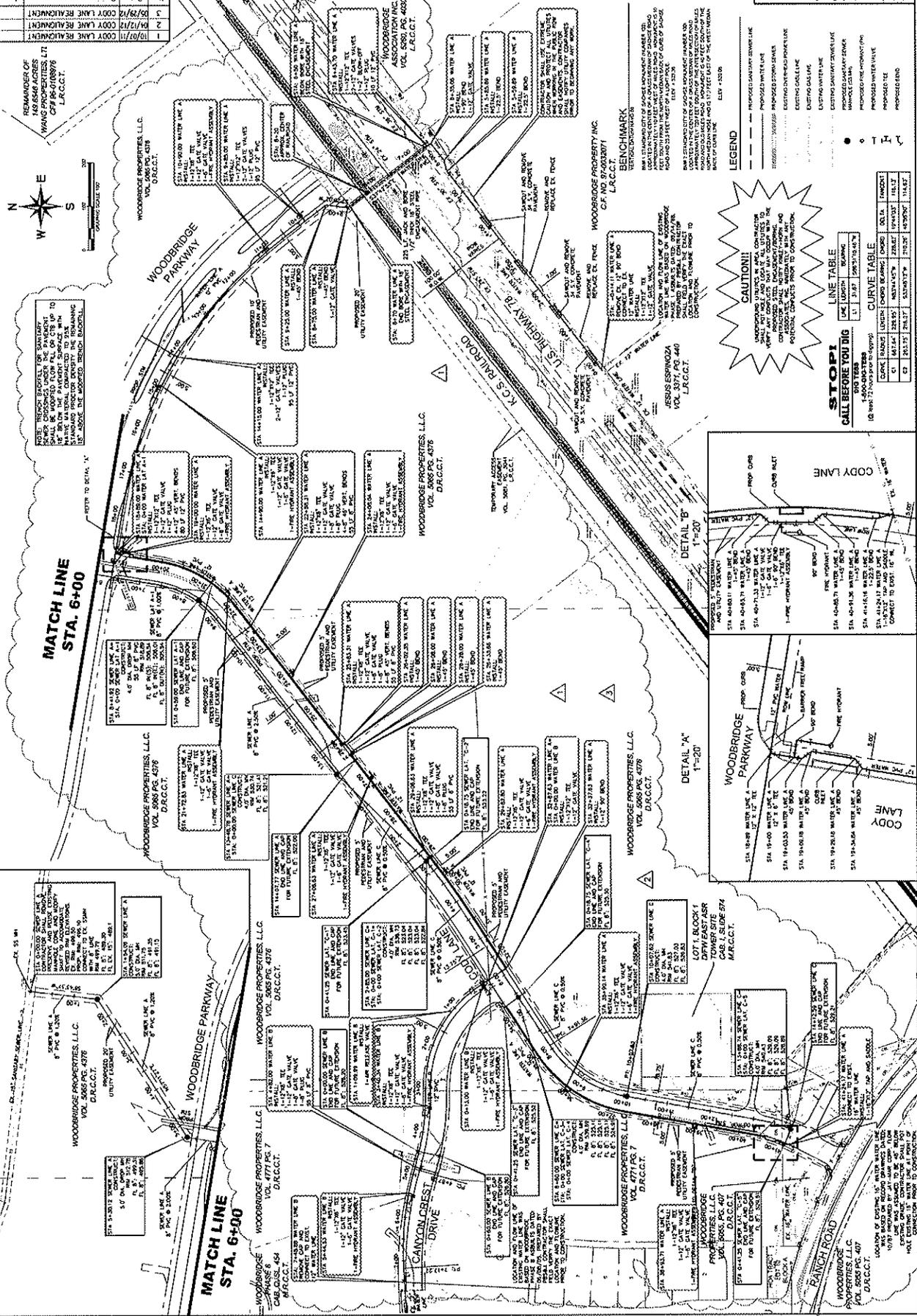
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE STATE OF TEXAS**           §  
  §  
**COUNTY OF DALLAS**       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_, \_\_\_\_\_ of C.W. Young Construction, L.P., a \_\_\_\_\_ limited partnership, on behalf of said entity.

\_\_\_\_\_  
Notary Public – State of Texas  
My commission expires: \_\_\_\_\_

**EXHIBIT A  
DEPICTION OF WATER LINE**



**STOP! CALL BEFORE YOU DIG**

DATE: 05/23/2012  
DRAWN BY: WSR  
CHECKED BY: AMF  
PROJECT NO.: 053561210

**LINE TABLE**

LINE NO.	START STATION	END STATION	LENGTH	DIAMETER	DEPTH	DATE	BY
1	14+00.00	14+15.00	15.00	12"	1'-0"	05/23/12	WSR
2	14+15.00	14+30.00	15.00	12"	1'-0"	05/23/12	WSR
3	14+30.00	14+45.00	15.00	12"	1'-0"	05/23/12	WSR
4	14+45.00	14+60.00	15.00	12"	1'-0"	05/23/12	WSR
5	14+60.00	14+75.00	15.00	12"	1'-0"	05/23/12	WSR
6	14+75.00	14+90.00	15.00	12"	1'-0"	05/23/12	WSR
7	14+90.00	15+05.00	15.00	12"	1'-0"	05/23/12	WSR

**CURVE TABLE**

LINE NO.	START STATION	END STATION	LENGTH	DIAMETER	DEPTH	DATE	BY
1	14+00.00	14+15.00	15.00	12"	1'-0"	05/23/12	WSR
2	14+15.00	14+30.00	15.00	12"	1'-0"	05/23/12	WSR
3	14+30.00	14+45.00	15.00	12"	1'-0"	05/23/12	WSR
4	14+45.00	14+60.00	15.00	12"	1'-0"	05/23/12	WSR
5	14+60.00	14+75.00	15.00	12"	1'-0"	05/23/12	WSR
6	14+75.00	14+90.00	15.00	12"	1'-0"	05/23/12	WSR
7	14+90.00	15+05.00	15.00	12"	1'-0"	05/23/12	WSR

**EXHIBIT B  
PIPELINE CROSSING CONTRACT**

## PIPELINE CROSSING CONTRACT

**THIS AGREEMENT** is entered into this 6th day of February, 2012 by and between **THE KANSAS CITY SOUTHERN RAILWAY COMPANY**, a Missouri corporation, called herein "Licensor", and **THE CITY OF SACHSE, TEXAS**, to be addressed at 3815-B Sachse Road, Sachse, Texas 75048, called herein "Licensee".

1. Licensor, without any warranty or guarantee of suitability of the premises for Licensee's or any other purpose, hereby permits Licensee a license to construct, maintain, operate, use and remove a proposed potable water pipeline under Licensor's tracks and right-of-way at Mile Post T 203.88 (Dallas Subdivision) at or near Sachse (Collin County), Texas, the course of the pipeline being described as follows:

As indicated on print of drawing no. 11-1261 dated 01-25-2012 and approved 01-26-2012, marked Exhibit "A", attached hereto and incorporated herein by reference.

The rights granted under this Agreement are subject to all outstanding superior rights whether or not of record (including those in favor of licensees and lessees of Licensor's property, and others) and the right of Licensor to renew and extend the same, and is made without covenant of title, or for quiet enjoyment. Licensor does not warrant title and Licensee accepts the rights granted herein and shall make no claim against Licensor for deficiency of title. Licensee acknowledges that the Licensor's interest in the right-of-way varies from segment to segment and may include lesser interests than fee title. Licensee shall, at Licensee's sole cost and expense, obtain any and all necessary rights and consents from parties other than Licensor which may have or claim any right, title or interest in the property upon which the Licensor's right-of-way is located.

2. The carrier pipe shall consist of 13.20" x 100' PVC having a minimum wall thickness of 0.943" and a minimum yield point of PC 305 PSI, DR-14, which carrier pipe shall be encased in a 18" x 225' (100' on Licensor's right-of-way) steel casing pipe having a minimum wall thickness of 0.500" and a minimum yield point of 150 PSI. Maximum operating pressure of the pipeline shall not be greater than 150 PSI. Licensee expressly agrees that its under-track installation shall be by dry bore and jack method and that no boring or excavation shall occur within Licensor's right-of-way, nor shall any boring occur in the track embankment. The angle of the pipeline crossing beneath Licensor's property and tracks shall be no less than 90°.

Construction, maintenance, operation, use and removal of the pipeline shall not endanger the safety or condition of Licensor's property in any way, or the operation of trains or cars, and the pipeline shall be laid at a minimum depth of 11.5' below the bottom of Licensor's base of rail and at a minimum depth of 6' below ground level at all other points on the right-of-way. Excavations made on Licensor's property shall be promptly refilled by Licensee, the earth well tamped, and the ground left in the same condition as before laying of the pipeline.

The pipeline shall be maintained so as to prevent the escape of its contents being conveyed. Connections or valves shall not be placed in the pipeline nearer than forty feet (40') from the center of Licensor's nearest track. Further, the pipeline and its operation and use, shall comply with any and all applicable governmental laws, rules, and regulations. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 60-250.5, 60-741.5, and 29 C.F. R. part 470, relating to equal employment opportunity, if applicable. If required by Licensor, gates and check valves shall be placed in convenient locations.

Construction, maintenance, operation, use and removal of the pipeline shall not endanger the safety or condition of Licensor's employees or property in any way, or the operation of trains or cars. The location of the pipeline shall be marked, with markers maintained and plainly visible at the right-of-way lines.

3. Licensee shall promptly make necessary repairs to the pipeline, and, in the event of Licensee's failure to do so, repairs may be made by Licensor at Licensee's expense, which cost Licensee expressly agrees to pay upon presentation of the bill.

Should Licensor at any time decide a change in the location or other changes in the pipeline are desirable, Licensee will at its cost make the changes at Licensor's request, and, upon the failure of Licensee to do so, Licensor may make such changes at Licensee's expense, which expense Licensee expressly agrees to pay upon receipt of the bill.

**LICENSEE HEREBY ASSUMES ANY AND ALL RISKS ARISING OUT OF, INCIDENT TO, OR IN ANY WAY CONNECTED WITH THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE PIPELINE. IN CONSIDERATION OF THE PRIVILEGES HEREIN GRANTED, LICENSEE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXPRESSLY AGREES TO INDEMNIFY AND SAVE HARMLESS LICENSOR AND ANY OTHER RAILWAY COMPANIES OPERATING OVER OR USING THE TRACKS OF LICENSOR, ITS OR THEIR OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS, AS THE CASE MAY BE, FROM AND AGAINST ANY AND ALL ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, OUTLAYS, DAMAGES, LIABILITIES AND EXPENSES (WHETHER ARISING IN OR BASED UPON TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) INCLUDING ATTORNEYS' FEES, WHICH MAY BE INCURRED ON ACCOUNT OF INJURY TO OR DEATH OF ANY PERSON WHOMSOEVER, OR LOSS OF OR DAMAGE TO ANY PROPERTY IN ANY WAY, DIRECTLY OR INDIRECTLY, RESULTING FROM, ARISING OUT OF, OR CONNECTED WITH THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE PIPELINE BY LICENSEE OR BY ANYONE ACTING IN ITS BEHALF, ITS OR THEIR, AS THE CASE MAY BE, EXERCISE OF OR PERFORMANCE OF OR ITS OR THEIR FAILURE TO EXERCISE OR PERFORM ANY OF THE RIGHTS, PRIVILEGES, DUTIES OR OBLIGATIONS GRANTED OR IMPOSED UNDER THE PROVISIONS OF THIS AGREEMENT. LICENSEE, TO THE FULLEST EXTENT PERMITTED BY LAW, AGREES TO INDEMNIFY AND SAVE HARMLESS LICENSOR AND OTHER RAILWAY COMPANIES OPERATING OVER OR USING THE TRACKS OF LICENSOR, ITS OR THEIR OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM AND AGAINST THEIR OWN NEGLIGENCE, EXCEPT FOR SUCH INJURY, DEATH, LOSS OR DAMAGE WHICH MAY BE DUE TO THE SOLE ACTIVE NEGLIGENCE OF LICENSOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS, OR EMPLOYEES. LICENSEE HEREBY RELEASES LICENSOR AND OTHER RAILWAY COMPANIES OPERATING OVER THE TRACKS FROM ANY DAMAGE TO THE PIPELINE FROM ANY CAUSE WHATSOEVER.**

4. It shall be the exclusive duty and responsibility of Licensee to inspect the property subject to this Agreement to make sure that it is safe for the entry of its employees, agents and contractors. Licensee shall advise all of its employees, agents and contractors entering the property of any safety hazards on the property, including, without limitation, the presence of moving vehicles, buried cables, tripping hazards and overhead wires. Licensee shall instruct all of its employees, agents and contractors entering the property that all persons, equipment and supplies must maintain a distance of at least twenty-five feet (25') from the centerline of the track unless authorized by the on-site railroad flagman to be closer than twenty-five feet (25'). Licensee shall ensure that no personnel, equipment or supplies under its control are within

the clearance point of the track when moving railroad equipment may be seen from or heard at the property subject to this Agreement. Finally, Licensee shall adopt, publish and enforce safety rules for its employees, agents and contractors that will be on Licensor's right of way consistent with the requirements of this Section.

5. Rights herein granted are personal and may not be assigned without Licensor's written consent. The provisions of this Agreement shall be binding upon the successors and permitted assigns of both parties.

6. Upon termination of this Agreement, Licensee shall immediately remove the pipeline from the property of Licensor and restore the property to its original state. Upon failure of Licensee to remove the pipeline and restore the property to its original state, Licensor may remove it and restore the property to its original state at Licensee's expense, which cost and expense Licensee agrees to pay.

7. Licensee shall not enter nor commence construction on or under Licensor's property or right-of-way unless accompanied by a qualified construction observer and flagger to oversee Licensee's work on Licensor's property or right-of-way. Licensee will be responsible for all construction observer, flagging and mobilization costs, herein referred to as "Services", and arranging for these necessary Services associated with the installation. To enable arrangements to oversee for these Services that are to be performed under this Agreement, Licensee must submit a written scheduling request to Licensor's Scheduling Agent, hereinafter referred to as "Scheduling Agent", which request is received by the Scheduling Agent for approved Licensor qualified construction observer and flagging contractor a minimum of thirty (30) Business Days in advance before Licensee proposes to commence work on or under Licensor's property or right-of-way. (A "Business Day" is any day Monday through Friday which is neither a federal holiday nor a state holiday at the address of Licensor's scheduling agent stated below.) The request must contain Licensee's name, the date of this Agreement, the location of the work to be performed, and how many consecutive Business Days will be required for Licensee to complete the work. Licensee's written request must be delivered to Scheduling Agent at the following location:

Mr. Thomas Faulkner  
Bartlett & West, Inc.  
1200 SW Executive Drive  
Topeka, Kansas 66615  
Phone: 785-228-3265  
Fax: 785-228-6298  
Email: thomas.faulkner@bartwest.com

Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing these Services, reimburse Scheduling Agent for all of their costs and expenses of providing an inspection, flagging and mobilization prior to installation.

Licensor's designation of a company or individual as a "qualified" flagger or flagger provider, or Scheduling Agent, shall be construed solely as Licensor's willingness to allow said individual or entity to provide Services on Licensor's property or right-of-way without further proof of qualification, and shall not be construed as an endorsement or other verification of the abilities or qualifications of said Scheduling Agent by Licensor. All flaggers or Scheduling Agents provided herein shall be treated solely as independent contractors of Licensee, with no relationship to Licensor, for all purposes herein. Licensee and its agents, employees and contractors will clear the tracks when directed to do so by the flagger. The presence of the flagger will not relieve Licensee of its duty to keep all of its agents, employees and contractors clear of the tracks when trains are in dangerous proximity to the licensed area. The actions or inactions of the flagger shall be construed for all purposes herein as the actions or inactions of the Licensee,

and shall be governed by Licensee's duties of indemnification, and saving harmless under Section 3 of this Agreement.

If Licensee's scheduling request fails to reach Scheduling Agent at least thirty (30) Business Days before Licensee's proposed commencement of work, Licensor may refuse to allow commencement of the work on the Licensee's proposed commencement date. If Licensor will not allow the work to proceed on Licensee's proposed commencement date because the scheduling request did not reach Scheduling Agent in time, Licensor will inform Licensee of this fact as promptly as possible and work with Licensee to arrange an alternative commencement date for the work.

The construction observer and flagger will remain at the site on a reasonably continuous basis to oversee the work, and charges will accrue for each day spent awaiting the completion of the work and the installation of appropriate signs marking where Licensee's facilities enter and leave Licensor's property and right-of-way. If installation takes longer than contracted for with Scheduling Agent, Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing the inspection, flagging and mobilization, reimburse Scheduling Agent for all of Scheduling Agent's costs and expenses of providing an inspector, flagger and mobilization.

Once Licensee has submitted its scheduling request to Scheduling Agent, should Licensee require a change to the scheduled date, Licensee shall provide Scheduling Agent at least two (2) Business Days' notice prior to the requested start date of the work. If Licensee fails to provide two (2) Business Days' notice of the change, Licensee shall be charged, and agrees to pay, the daily rate, and any travel costs actually incurred, for the construction observer, flagging and mobilization for one (1) day.

8. Licensee agrees to pay to Licensor for the use of Licensor's right-of-way and the privilege hereby granted, such use and privilege being expressly limited to the facilities described in Section 1 above, the one-time sum of NINE THOUSAND THREE HUNDRED SEVENTY FIVE AND NO/100 DOLLARS (\$9,375.00), due upon execution of this Agreement.

9. The term of this Agreement shall be for a period of 10 years, beginning on the date first written above, and will automatically renew at the end of the initial 10-year term for additional 1 year periods until cancelled by either party upon 30 days advance notice.

10. Environmental Protection: Licensee shall not permit hazardous waste, hazardous substances or hazardous materials (as those terms are defined in any federal, state or local law, rule, regulation or ordinance) on or in the area covered by this Agreement without the written consent of Licensor.

Licensee shall at all times keep the area covered by this Agreement in a safe, clean and sanitary condition, and shall not mutilate, damage, misuse, alter or permit waste therein. Should any discharge, leakage, spillage or emission of any hazardous waste, hazardous substance or hazardous material or pollution of any kind occur upon, in, into, under or from the area covered by this Agreement due to Licensee's use and occupancy thereof, Licensee, at its sole cost and expense, shall clean all property affected thereby, to the satisfaction of Licensor and any governmental body having jurisdiction thereover.

Licensee shall comply with all applicable ordinances, rules, regulations, requirements and laws whatsoever including (by way of illustration only and not by way of limitation) any governmental authority or court controlling environmental standards and conditions on the premises and shall furnish satisfactory evidence of such compliance upon request by Licensor. **IF, AS A RESULT OF LICENSEE'S OPERATION HEREUNDER, ANY SUCH ORDINANCE, RULE, REGULATION, REQUIREMENT, DECREE, CONSENT DECREE, JUDGMENT, PERMIT OR LAW IS**

**VIOLATED, OR IF, AS A RESULT OF ANY ACTION BY LICENSEE, ANY HAZARDOUS OR TOXIC WASTE, MATERIALS OR SUBSTANCES SHOULD ENTER OR OTHERWISE AFFECT ANY PART OF THE AREA COVERED BY THIS AGREEMENT (INCLUDING SURFACE, SUBSURFACE, AIRBORNE AND/OR GROUND CONTAMINATION), LICENSEE SHALL INDEMNIFY AND SAVE HARMLESS LICENSOR FROM AND AGAINST ANY PENALTIES, FINES, COSTS, RESPONSE, REMEDIAL, REMOVAL AND CLEAN-UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, IMPOSED UPON OR INCURRED BY LICENSOR, CAUSED BY, RESULTING FROM OR IN CONNECTION WITH SUCH VIOLATION OR VIOLATIONS.**

**FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, LICENSEE AGREES TO INDEMNIFY AND SAVE HARMLESS LICENSOR FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITY, RESPONSIBILITY AND CAUSES OF ACTION (WHETHER ARISING IN OR OUT OF TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) ASSERTED AGAINST THEM FOR DEATH, INJURY, LOSS OR DAMAGE RESULTING TO LICENSOR'S EMPLOYEES OR PROPERTY, OR TO LICENSEE OR LICENSEE'S EMPLOYEES OR PROPERTY, OR TO ANY OTHER PERSONS OR THEIR PROPERTY, AND FOR ALL PENALTIES, FINES, COSTS, RESPONSE, REMOVAL, REMEDIAL AND CLEAN UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, ARISING FROM, RELATED TO OR HAPPENING IN CONNECTION WITH THE USE OF THE AREA COVERED BY THIS AGREEMENT BY LICENSEE AND ITS AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES AND CONTRACTORS.**

**FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, LICENSEE FURTHER AGREES THAT ITS OBLIGATION OF INDEMNIFICATION AND SAVING HARMLESS HEREUNDER SHALL BE STRICT AND ABSOLUTE AND SHALL REMAIN IN FULL EFFECT IRRESPECTIVE OF ANY NEGLIGENCE ON THE PART OF LICENSOR.**

11. So long as this Agreement is in effect Licensee agrees to maintain comprehensive general liability and contractual liability insurance with minimum limits of two million dollars (\$2,000,000.00) per occurrence, four million dollars (\$4,000,000.00) aggregate. Licensee shall provide automobile liability coverage in the amount of one million dollars (\$1,000,000.00) combined single limit. In addition, Licensee shall provide or require minimum statutory worker's compensation coverage for all covered employees who are on Licensor's property. Licensee must also provide a Railroad Protective Liability Insurance policy naming the Licensor as the Named Insured with coverage limits of at least two million dollars (\$2,000,000.00) per occurrence and six million dollars (\$6,000,000.00) aggregate. The original Railroad Protective Liability policy shall be promptly furnished to Licensor. Each policy must be issued by financially reputable insurers licensed to do business in all jurisdictions where work is performed during the term of the Agreement. A certificate of insurance will be provided to Licensor by Licensee, reasonably satisfactory to Licensor in form and content, evidencing that all required coverage is in force and have been endorsed to provide that no policy will be canceled or materially altered without first giving the Licensor thirty (30) day's prior written notice. Commercial general liability policy will name Licensor as an additional insured and, to the fullest extent allowed under law, will contain a waiver of subrogation in favor of Licensor. All policies will be primary to any insurance or self-insurance the Licensor may maintain for acts or omissions of Licensee or anyone for whom Licensee is responsible. Any deductible or self-insured retention on the required insurance shall be the responsibility of Licensee. Licensee will include copies of relevant endorsements or policy provisions with the required certificate of

insurance. Nothing contained in this Section limits Licensee liability to the Licensor to the limits of insurance certified or carried by Licensee. If Licensee utilizes subcontractors in performance of this Agreement, the subcontractors must meet the same insurance requirements as the Licensee. If a subcontractor does not meet the coverage requirements of this Section, subcontractor must either supplement the deficient areas of coverage or Licensee must certify that Licensee has acquired sufficient coverage to supplement the deficiency of subcontractor.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in triplicate by their authorized representatives as of the date first above written.

**THE KANSAS CITY SOUTHERN RAILWAY COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THE CITY OF SACHSE, TEXAS**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

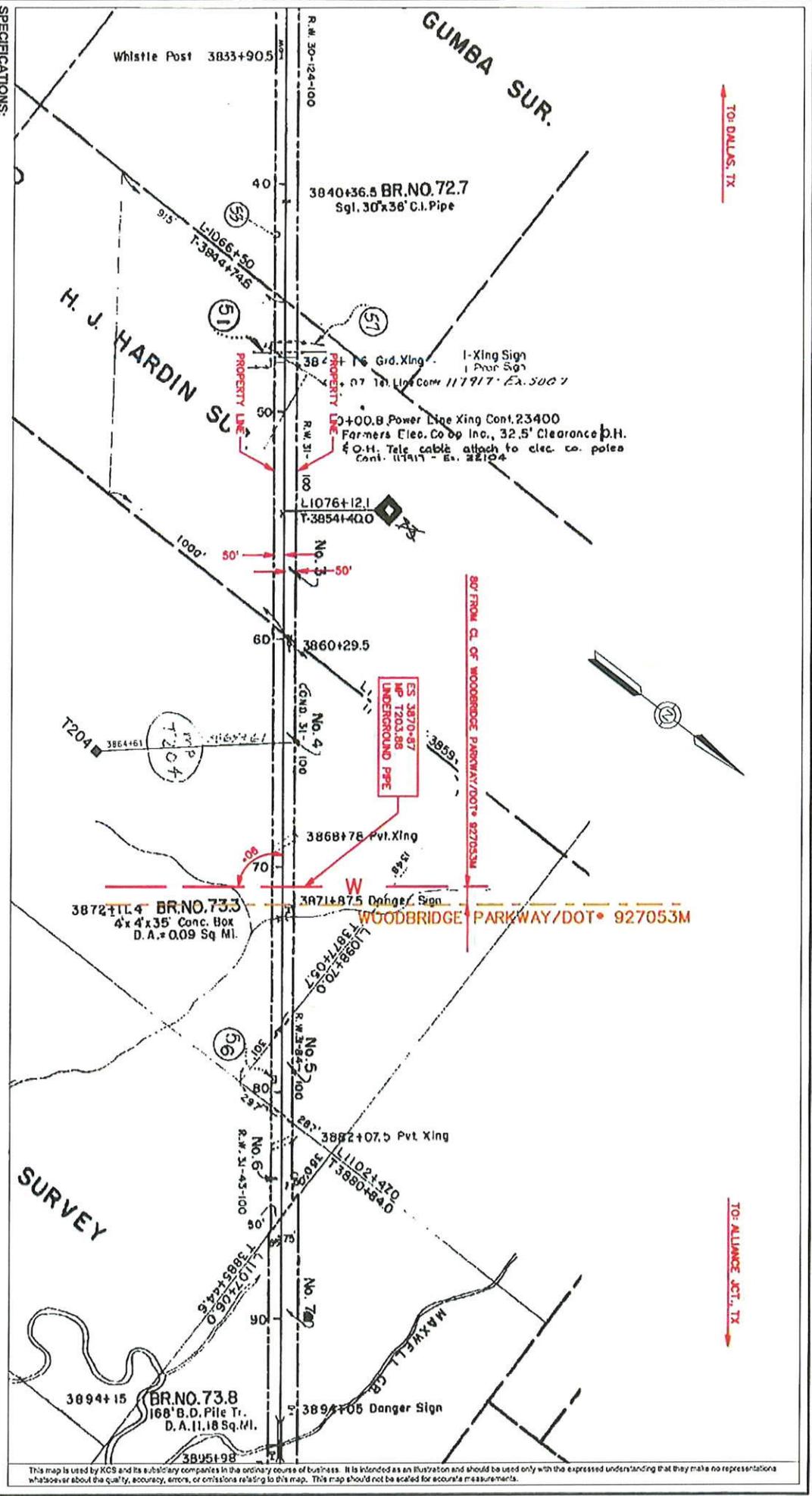
**SPECIFICATIONS:**

CONTENTS:	CASING	NO.	MT. FROM OF INSTALLATION	DATE FROM AND JACK
LENGTH OF PIPE ON JOB	100'	250'	100' ON ROAD	
OUTSIDE DIAMETER	13.25"	1 1/4"		
PIPE MANUFACTURER	PVC	STEEL		
MAX. YIELD STRENGTH	PC 302 PSI, DN-14	50,000 PSI		
WORKING PRESSURE	200 PSI			
TYPE OF JOINT	BRILL AND SHILOH	WELDED		
COATING	N/A	N/A		



Date:	01-25-2012	APPROVED BY:	
Drawn By:	WJS		
Checked By:	TRE		
Company:	BARTLETT & WEST		
Sheet No.:	1 of 1	Map #: 170051	
Scale:	1" = 400'	KCS FILE NO.:	11-1261

EXHIBIT "A"  
 PROPOSED UNDERGROUND  
 PIPELINE CROSSING FOR  
 CITY OF SACHSE  
 AT MP T203.88 DALLAS SUBD.  
 NEAR, SACHSE, TEXAS



This map is used by KCS and its subsidiary companies in the ordinary course of business. It is intended as an illustration and should be used only with the expressed understanding that they make no representations whatsoever about the quality, accuracy, errors, or omissions relating to this map. This map should not be scaled for accurate measurements.



Legislation Details (With Text)

**File #:** 12-0885      **Version:** 1      **Name:** City of Plano Interlocal Agreement  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 5/25/2012      **In control:** City Council  
**On agenda:** 6/4/2012      **Final action:**  
**Title:** Consider a resolution approving an Interlocal Agreement with the City of Plano to offer training to City Employees.

**Executive Summary**

The City of Plano would like to partner with the City of Sachse through an Interlocal Agreement to offer training for City employees.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [City of Plano ILA Agreement](#)  
[51SACHSE Resolution Re Approving Interlocal with Plano Re Classes55695](#)

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

Consider a resolution approving an Interlocal Agreement with the City of Plano to offer training to City Employees.

*Executive Summary*

The City of Plano would like to partner with the City of Sachse through an Interlocal Agreement to offer training for City employees.

**Background**

The City of Plano offers a robust training program for their employees and would like to allow the City of Sachse to participate in the training classes offered on an as-needed basis. The City of Plano offers training classes in areas such as leadership, management, professional development and desktop computing. The training is offered by top-notch instructors who tailor the courses to meet the needs of City Government. If the City of Sachse enters into an Interlocal Agreement with Plano, Sachse would have the opportunity to participate in training offered through the City of Plano, but would not be required to do so.

**Policy Considerations**

None

**Budgetary Considerations**

Class pricing per employee as follows;  
Half day class: \$60.00

Full day class: \$100.00

2 hour class: \$30.00

The Human Resources department has \$500 allocated for required training courses that may be offered through the City of Plano. Additionally, departmental budgets have some funds allocated for this type of training.

#### Staff Recommendations

Staff recommends approving a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an interlocal cooperation agreement, by and between the City of Sachse and the City of Plano, Texas, to allow City of Sachse employees to take classes offered by the City of Plano Human Resources Department; and providing an effective date.

**INTERLOCAL AGREEMENT BY AND BETWEEN  
THE CITY OF PLANO, TEXAS AND THE CITY OF SACHSE, TEXAS  
FOR CITY OF SACHSE EMPLOYEES TO PARTICIPATE IN PLANO PROGRAM**

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "Plano", and the **CITY OF SACHSE, TEXAS**, a Home-Rule Municipal Corporation hereinafter referred to as "Sachse", as follows:

**WITNESSETH:**

**WHEREAS**, Plano and Sachse are political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

**WHEREAS**, the Act provides authority for entities such as Plano and Sachse to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act; and

**WHEREAS**, the City of Plano Professional Development Center offers Business Productivity education courses ("Program") and desires to offer the Program to Sachse employees; and

**WHEREAS**, Sachse desires to offer its employees the opportunity to attend the Program taught by the City of Plano. The classes in the Program are as shown on the City of Plano Professional Development Center Class List, attached hereto and marked **Exhibit "A"**; and

**WHEREAS**, Sachse has current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

**WHEREAS**, the Program will provide Sachse employees with additional knowledge and skills to more effectively serve the citizens.

**NOW, THEREFORE**, Plano and Sachse, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

**I.  
TERM**

The initial term of this Contract shall be a period of twenty four (24) months commencing upon the effective date hereof. Sachse shall have the right and option to extend the term hereof by three (3) additional twelve (12) month periods by giving written notice to Plano. Sachse and Plano herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this Program, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

**II.  
THE PROGRAM**

The parties agree that Plano shall offer the courses as identified in **Exhibit "A"** attached hereto and incorporated herein by reference. The parties understand and agree that any deviations or modifications in the terms of the Agreement may be authorized from time to time, but said authorization must be made in writing.

**III.  
ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES**

1. Sachse shall designate a program liaison who will manage program details and work with the Plano's program manager in content and logistics planning. Sachse shall provide Plano with required student-employee information for the purpose of registration and documentation.

2. Plano shall provide curriculum design, program delivery, assembly of program materials, development of materials for participants, and a program manager to work with Sachse.

**IV.  
CONSIDERATION / FEES**

A. Sachse shall pay Plano according to the terms set out in **Exhibit "A"** attached hereto and made a part hereof. Payment shall be made within 30 days of receipt of invoice for services provided. Sachse will pay for the fees and/or expenses incurred pursuant to this Agreement from its current available revenues. Any renewal will be subject to Sachse having the revenues available for that contract term.

**V.  
TERMINATION**

Either party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. Sachse shall pay all fees and costs, if any, incurred by Plano pursuant to this Agreement through the effective date of termination.

**VI.  
RELEASE AND HOLD HARMLESS**

Plano, to the extent authorized under the constitution and laws of the State of Texas, agrees to be responsible for its own acts of negligence and Sachse, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Agreement.

In the event of joint and concurrent negligence, Sachse and Plano agree that responsibility shall be apportioned comparatively. This obligation shall be construed for the benefit of the parties hereto, and not for the benefit of any third parties, nor to create liability for the benefit of any third parties, nor to deprive the parties hereto of any defenses each may have as against third parties under the laws and court decisions of the State of Texas.

**VII.  
NOTICE**

Any notice provided under this Agreement shall be delivered by mail or personal service to the parties named below:

**City of Sachse Representative**

Ms. Cheree Bontrager  
Human Resources Director  
City of Sachse  
3815 Sachse Road, Building B  
Sachse, Texas 75048  
469-429-4799

**City of Plano Representative:**

Ms. Daryll McCarthy  
Training Administrator  
City of Plano  
1520 Avenue K, Suite 130  
Plano, Texas 75074  
(972) 941-7115

**VIII.  
AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION**

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. Plano has executed this Agreement pursuant to duly authorized action of the Plano City Council. Sachse has executed this Agreement pursuant to the authority granted by its governing body. Each of the parties shall provide written documentation evidencing the grant of approval by its respective governing body .

**IX.  
SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

**X.  
VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Agreement shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.

**XI.  
INTERPRETATION OF AGREEMENT**

Although this Agreement is drafted by Plano, this is a negotiated document. Should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

**XII.  
REMEDIES**

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

**XIII.  
SUCCESSORS AND ASSIGNS**

The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this contract. Neither party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both parties.

**XIV.  
EFFECTIVE DATE**

This Contract shall be effective from and after execution by both parties hereto.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by signing below.

**CITY OF SACHSE, TEXAS**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Billy George  
Title: CITY MANAGER

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

**CITY OF PLANO, TEXAS**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Bruce D. Glasscock  
CITY MANAGER

APPROVED AS TO FORM

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**ACKNOWLEDGMENTS**

STATE OF TEXAS           §  
   §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by **BILLY GEORGE**, City Manager, of **CITY OF SACHSE, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS           §  
   §  
COUNTY OF COLLIN       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by **BRUCE D. GLASSCOCK**, City Manager, of **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A"**

Training classes to be available to City of Sachse employees include:

- Leadership**
- Management**
- Personal Development**
- Professional Development**
- Desktop Computing**

Class pricing, per employee, will be as follows:

Half day class - \$60.00	Full day class - \$100.00	2 hour class - \$30.00
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For classes requiring the purchase of materials, the actual cost of the materials will be billed.

**Cancellation of enrollment:**

Class enrollment may be cancelled, without billing, by providing 2 business days notification prior to the start of the class.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT, BY AND BETWEEN THE CITY OF SACHSE AND THE CITY OF PLANO, TEXAS, TO ALLOW CITY OF SACHSE EMPLOYEES TO TAKE CLASSES OFFERED BY THE CITY OF PLANO HUMAN RESOURCES DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes governmental entities to contract with each other to perform governmental functions and services under the terms of thereof; and

**WHEREAS**, the City Council has been presented with a proposed Interlocal Cooperation Agreement by and between the City of Plano and the City of Sachse for educational services, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

**SECTION 1.** The City Manager is hereby authorized to execute the Agreement, attached hereto as Exhibit "A," with the City of Plano to allow City of Sachse employees to take classes offered by the City of Plano Human Resources Department.

**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 \_\_\_\_\_, 2012.

CITY OF SACHSE, TEXAS

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Mike Felix, Mayor

ATTEST:

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Terry Smith, City Secretary



## Legislation Details (With Text)

**File #:** 12-0877      **Version:** 1      **Name:** Proclamation recognizing Sachse High School Principal Steve Hammerle.

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

**File created:** 5/22/2012      **In control:** City Council

**On agenda:** 6/4/2012      **Final action:**

**Title:** Proclamation recognizing Sachse High School Principal Steve Hammerle.

Executive Summary  
Mr. Hammerle is retiring and this agenda item is to recognize his contributions to Sachse.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Proc. Hammerle.pdf](#)

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

Proclamation recognizing Sachse High School Principal Steve Hammerle.

*Executive Summary*

*Mr. Hammerle is retiring and this agenda item is to recognize his contributions to Sachse.*

**Background**

Sachse High School principal Steve Hammerle is retiring and will be recognized by the Mayor and Council.

**Policy Considerations**

None.

**Budgetary Considerations**

None.

**Staff Recommendations**

Mayor Felix present the proclamation to Mr. Steve Hammerle, on his retirement.

## ***PROCLAMATION***

**WHEREAS**, Mr. Steve Hammerle has served the Garland Independent School District for 34 years teaching and administering to students; and

**WHEREAS**, Mr. Hammerle started his career as a teacher for the Garland Independent School District, then moved to middle school principal, then as high school assistant principal and middle school principal; and

**WHEREAS**, Steve was named principal when Sachse High School opened in May of 2001; and

**WHEREAS**, Mr. Steve Hammerle has provided many years of dedicated service to his students and experienced the growth in Sachse High School from 800 students to 2,500 students today; and

**WHEREAS**, Steve Hammerle is retiring and will be greatly missed. We wish him luck in his future endeavors.

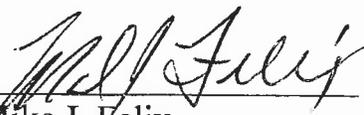
**NOW, THEREFORE**, by the powers vested in me as Mayor of the great City of Sachse, Texas, I do hereby proclaim

**June 4, 2012 as "Steve Hammerle Day" in the City of Sachse**

in recognition of his significant contributions to our schools, community and the many friendships he has established over the years.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 4th day of June, 2012.



  
Mike J. Felix  
Mayor



Legislation Details (With Text)

**File #:** 12-0878      **Version:** 1      **Name:** Proclamation declaring National Management Week.  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 5/22/2012      **In control:** City Council  
**On agenda:** 6/4/2012      **Final action:**  
**Title:** Proclamation declaring Management Week.

Executive Summary  
Representatives from Boeing Leadership Association in Richardson have requested this proclamation.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Proc. request.pdf](#)  
[Proc Mgmt. Week.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.*

Background  
*Boeing Leadership Association in Richardson has requested this proclamation recognizing Management Week.*

Policy Considerations  
None.

Budgetary Considerations  
None.

Staff Recommendations  
Mayor Felix present the proclamation declaring Management Week.

## Terry Smith

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**From:** Christopher, Jean L [jean.l.christopher@boeing.com]  
**Sent:** Monday, May 14, 2012 9:49 AM  
**To:** Terry Smith  
**Subject:** Boeing Proclamation  
**Attachments:** proclamation.doc

Good Morning Mr. Smith, in response to your call on Friday about the Management Week in America proclamation from the City of Sachse, I am attaching an example of a previous issued proclamation.

If the Mayor would like to present it to a member of our organization (Boeing Leadership Association Richardson, Texas) on May 21 or June 4, please let us know and we will have a member present.

You can reach me, Jean Christopher, at 972.705.8084 or at this email address. Thank you for getting in touch with me.

TERRY SAMFORD + JULIE KNIGHT will appear.

# 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 3-9, 2012 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, 2012.



A handwritten signature in black ink that reads "Mike J. Felix". The signature is written in a cursive style and is positioned above a horizontal line.

Mike J. Felix  
Mayor



## Legislation Details (With Text)

<b>File #:</b>	12-0875	<b>Version:</b>	1	<b>Name:</b>	City Engineer staff briefing
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	5/22/2012	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	6/4/2012	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Staff Briefing: City Engineer.				

### Executive Summary

Each month a briefing is given to City Council providing an update of recent actions and events for a specific department. This month the City Engineer will brief the council on activities the Engineering Department is working on and outline the future work plan for the Engineering Department.

### Sponsors:

### Indexes:

### Code sections:

**Attachments:** [staff briefing 6.4.12](#)

Date	Ver.	Action By	Action	Result
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### Title

Staff Briefing: City Engineer.

### *Executive Summary*

*Each month a briefing is given to City Council providing an update of recent actions and events for a specific department. This month the City Engineer will brief the council on activities the Engineering Department is working on and outline the future work plan for the Engineering Department.*

### Background

Each month a briefing is given to City Council providing an update of recent actions and events for a specific department. This month the City Engineer will brief the council on activities the Engineering Department is working on and outline the future work plan for the Engineering Department.

### Policy Considerations

None

### Budgetary Considerations

None

### Staff Recommendations

Not Required

**CITY ENGINEER STAFF BRIEFING  
JUNE 4, 2012  
SACHSE CITY COUNCIL MEETING**

**DEPARTMENT PERSONNEL HIGHLIGHTS**

- × New City Engineer was hired on December 12, 2011
- × Graduate Engineer was hired on March 5, 2012
- × CAD Technician cross trained as Construction Inspector

## **CIP PROJECT HIGHLIGHTS**

- × Completed the CIP Project Webpage on city website
  - + [www.cityofsachse.com / departments / engineering / CIP projects](http://www.cityofsachse.com/departments/engineering/CIP_projects)

## **CIP PROJECT HIGHLIGHTS**

- × 2012 Capital Improvement Plan (CIP) approved in September 2011
  - + Funding sources include 2006 Campus Bonds, 2006 Roadway Bonds, RCC funds, Impact Fees, and partnering outside sources
- × RCC funds released in December 2011
  - + Allowed 12 “shelved” CIP projects to proceed

## **CIP PROJECT HIGHLIGHTS**

- × Bunker Hill Road widening began on November 11, 2011
  - + Project 4 months ahead of schedule (despite higher than average rainfall in winter)
- × Water Storage Tanks Refurbishing completed
- × Initiated engineering design agreements
  - + Merritt Road Realignment Study
  - + Bunker Hill 30" Sewer Upsizing
  - + Merritt Road and Sachse Road Lift Station Upgrade
  - + Haverhill Lane Paving

## **CIP PROJECT HIGHLIGHTS**

- × Kicked off the “shelved” RCC funded projects
  - + Brookhollow Drive Paving Improvements
  - + Holly Crest Paving (bid June)
  - + Asphalt Roadway Paving Projects (begin June)
    - × Merritt Road reconstruction
    - × Blackburn Road/Ingram Road reconstruction
    - × Eastview Lane/Valley View Lane overlay
    - × Sachse Ranch Estates and Sachse Road Repairs
- × Bid the Sachse Road-Miles Road Traffic Signal

## CIP PROJECT HIGHLIGHTS

- × Completed the 10-year CIP Update for the Water, Sanitary Sewer, and Thoroughfare projects as the first process to update the Impact Fees
- × Demolished the house on Merritt Road
- × Removed the dilapidated Orchard Grove screening wall within the City right-of-way
- × CDBG 7<sup>th</sup> Street Paving (bid June)

## CIP PROJECT HIGHLIGHTS

- × Ongoing projects staff is working on include
  - + Southeast Lift Station preliminary engineering (July)
  - + Pleasant Valley Road 12-inch waterline (August/September bid)
  - + High Service Water Pump (September bid)
  - + Merritt Road Widening (bid by Dallas County July)
  - + Bid Street Lighting Projects (July bid)
    - × SH 78 decorative LED street lights
    - × 5<sup>th</sup> Street/DeWitt cobra head LED street lights
    - × Industrial Park street lighting

## **PRIVATE DEVELOPMENT HIGHLIGHTS**

- × Updated the plan review checklist
- × Reviewed over seven sets of construction plans since December 2011
- × Inspected the public infrastructure for Heritage Park, Phase 1
- × Scanned over 50 sets of construction plans to continue digital conversion program

## **FUTURE WORK PLAN OVER NEXT FEW YEARS**

- × Update the City's Standard Construction Details
  - + Keep up with construction techniques and advances
  - + Provide lowest cost of ownership once public infrastructure is accepted from developer
- × Complete FEMA floodplain map modernization and update Floodplain Ordinance
- × Develop departmental standard operating guidelines and processes
  - + Permits
  - + Fee Updates
- × Finalize the operating budget
- × Update the City's CIP for FY2012-2013 budget
  - + Reconcile the 2006 Roadway Bond account

### **FUTURE WORK PLAN OVER NEXT FEW YEARS**

- × Complete update of impact fees with Community Development
- × Develop engineering design manual for private development
- × Pavement Assessment Program
- × Improve and refine the filing system for project files
- × Continued staff development

### **FUTURE WORK PLAN OVER NEXT FEW YEARS**

- × Provide effective management and oversight over existing CIP projects
- × Continue construction plan digital conversion
- × Continue to work with other City departments
- × Continue to partner with outside agencies
  - + Attend RTC & STTC Meetings at NCTCOG
  - + Collin County
  - + Dallas County MCIP
- × Continue to provide support to development community
- × Continue to support customers



Legislation Details (With Text)

**File #:** 12-0881      **Version:** 1      **Name:** Administer Oath of Office to Councilman-elect Jared Patterson.  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 5/23/2012      **In control:** City Council  
**On agenda:** 6/4/2012      **Final action:**  
**Title:** Administer Oath of Office to Councilman-elect Jared Patterson.

**Executive Summary**  
 Councilman-elect Jared Patterson was elected to another term at the May 12, 2012 City Council election. He must be sworn-in to assume the duties of his office as required by City Charter and State Law.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Oath.pdf](#)

Date	Ver.	Action By	Action	Result
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**Title**  
 Administer Oath of Office to Councilman-elect Jared Patterson.

*Executive Summary*  
*Councilman-elect Jared Patterson was elected to another term at the May 12, 2012 City Council election. He must be sworn-in to assume the duties of his office as required by City Charter and State Law.*

**Background**  
 The May 12, 2012 City Council election was canvassed on May 21st, now Councilman-elect Jared Patterson can begin his new term of office.

**Policy Considerations**  
 None.

**Budgetary Considerations**  
 None.

**Staff Recommendations**  
 Mayor Felix administer the Oath of Office to Councilman-elect Jared Patterson.

In the name and by the authority of

*THE STATE OF TEXAS*

*OATH OF OFFICE*

I, Jared Patterson do solemnly swear, that I will faithfully execute the duties of the office of the City Council Member Place 2, 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, 2012.

\_\_\_\_\_  
Signature of person administering oath

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



Legislation Details (With Text)

**File #:** 12-0895      **Version:** 1      **Name:** Early Citizen Input on 2013 Budget  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 5/31/2012      **In control:** City Council  
**On agenda:** 6/4/2012      **Final action:**  
**Title:** Receive early Citizen input for the 2012-2013 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 3-2012](#)

Date	Ver.	Action By	Action	Result
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Title  
Receive early Citizen input for the 2012-2013 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, 2012 and ending September 30, 2013.

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, 2012.

# Budget Calendar\* (2012-2013 Fiscal Year)

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<b>February 1</b>	Finance Department updates historical information, worksheets
<b>March 1</b>	Budget kick off meeting with departments
<b>March 1</b>	Departments begin compiling information and completing Budget Request Detail Worksheets
<b>May 9</b>	SEDC Board meeting to discuss Budget
<b>March 30</b>	Combined Services budget requests due to Finance Director
<b>March 30</b>	Information Technology related budget requests due to IT Manager
<b>March 30</b>	Payroll related budget requests due to Human Resources
<b>April 30</b>	All departmental operating budget requests due to Finance Department
<b>May 1-May 21</b>	Finance compiles total budget requests
<b>May 29</b>	Finance presents total budget requests to City Manager
<b>June 1</b>	Chief appraiser certifies estimate of taxable values
<b>June 4</b>	Public Hearing to allow early citizen input
<b>June 4-June 8</b>	City Manager reviews budget requests with individual departments
<b>June 13</b>	SEDC Preliminary draft Budget to SEDC Board
<b>June 18</b>	Revised budgets due to Finance Director from departments
<b>June 26</b>	Finance Director presents revised budgets to City Manager
<b>July 5</b>	Draft for presentation to City Council presented to City Manager
<b>July 11</b>	SEDC Board meeting to discuss Budget
<b>July 14</b>	Budget Workshop (Saturday) for Departmental Budget Presentations
<b>July 19</b>	Revised budgets due to Finance Department from departments
<b>July 24</b>	Finance Director presents revised budgets to City Manager
<b>July 25</b>	Chief Appraiser certifies tax rolls

<b><i>July 30</i></b>	Special City Council Meeting and/or Work Session to discuss budget; discuss tax rate
<b><i>August 6</i></b>	City Council Meeting and/or Work Session to discuss budget; determine preliminary tax rate; accept certified tax rolls; discuss scheduling of Public Hearings
<b><i>August 7</i></b>	Receive tax rate calculations from Dallas County Tax Office
<b><i>August 8</i></b>	SEDC Board meeting to adopt budget
<b><i>August 20</i></b>	City Council Meeting and/or Work Session to discuss budget; determine preliminary tax rate; record vote; schedule Public Hearings
<b><i>August 27</i></b>	Public Hearing on budget; Public Hearing on tax rate
<b><i>August 27</i></b>	Special City Council Meeting for City Manager to present budget to Council; discuss budget; discuss tax rate
<b><i>September 4</i></b>	City Council Meeting and/or Work Session to discuss budget; discuss tax rate
<b><i>September 4</i></b>	City Council meeting and/or Work Session to discuss budget; schedule and announce meeting to adopt tax rate; Public Hearing on budget; Public Hearing on tax rate
<b><i>September 4</i></b>	Public Hearing on budget; Public Hearing on tax rate
<b><i>September 10</i></b>	Special City Council meeting to adopt budget (including SEDC Budget); accept tax rate
<b><i>October 1</i></b>	New fiscal year begins
<b><i>October 1-November 30</i></b>	Budget document is finalized and printed for distribution

\* Calendar will be updated/revised as required.



Legislation Details (With Text)

**File #:** 12-0883      **Version:** 1      **Name:** Executive Session pursuant to the provisions of Texas Government Code Section 551.071: To discuss pending litigation: Dan Wood Vs. the City of Sachse .

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

**File created:** 5/23/2012      **In control:** City Council

**On agenda:** 6/4/2012      **Final action:**

**Title:** Adjourn to Executive Session pursuant to the provisions of Texas Government Code Section 551.071: To discuss pending litigation: Dan Wood vs. the City of Sachse Cause No. DC-12-00218-M.

Consider any action necessary as a result of Executive Session.

Executive Summary  
Closed session as provided by State Law.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

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

Adjourn to Executive Session pursuant to the provisions of Texas Government Code Section 551.071:  
To discuss pending litigation: Dan Wood vs. the City of Sachse Cause No. DC-12-00218-M.

Consider any action necessary as a result of Executive Session.

*Executive Summary*

*Closed session as provided by State Law.*

**Background**

This agenda item is provided for the City Council to meet in executive session with our attorneys Joe Gorfida and Marigny Lanier to discuss this pending litigation.

**Policy Considerations**

None.

**Budgetary Considerations**

None.

**Staff Recommendations**

Conduct executive session and take any action appropriate.



Legislation Details (With Text)

**File #:** 12-0888      **Version:** 1      **Name:** Discuss Fireworks Program  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 5/29/2012      **In control:** City Council  
**On agenda:** 6/4/2012      **Final action:**  
**Title:** Discuss Fireworks Program.

**Executive Summary**

This item will present an update on the plans and activities for the 2012 Red, White & Blue Blast.

**Sponsors:**

**Indexes:**

**Code sections:**

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

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

Discuss Fireworks Program.

*Executive Summary*

*This item will present an update on the plans and activities for the 2012 Red, White & Blue Blast.*

**Background**

This will be the 5th Annual Red, White & Blue Blast Independence Day celebration hosted by the City of Sachse, Sachse Economic Development Corporation and Sachse Chamber of Commerce. Each year since 2008 staff has added something new to the event. This presentation will outline the event's current activities.

**Policy Considerations**

N/A

**Budgetary Considerations**

The Community Events budget line item remains the same as the past four years at \$14,000.

**Staff Recommendations**

This is a discussion item only to update Council and requires no action.

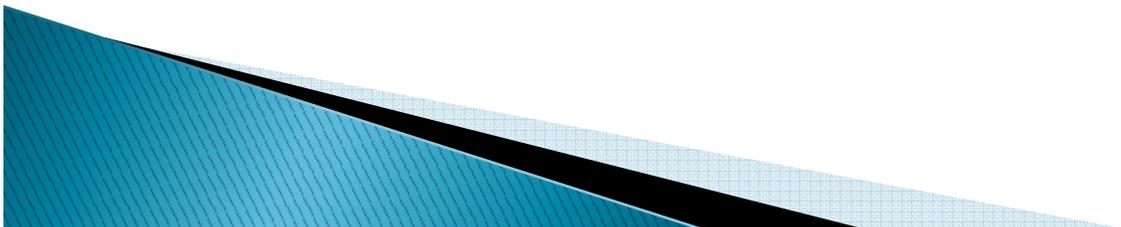


# **Sachse's Red, White & Blue Blast**

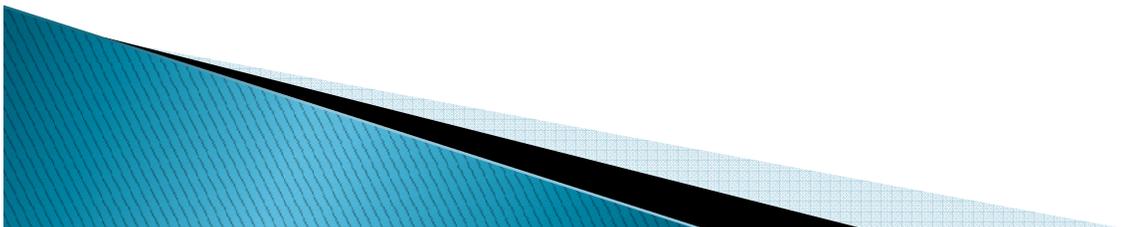
**July 3<sup>rd</sup> at Heritage Park  
6:00 – 10:00 p.m.**

# Background

- ★ 2008 – Mayor Felix requested a community event to celebrate Independence Day.
- ★ 2009 – City wanted to expand event to include live entertainment. Approached EDC about participating with the City to bring more to the event.  
Employee contest – event became known as Red, White & Blue Blast.

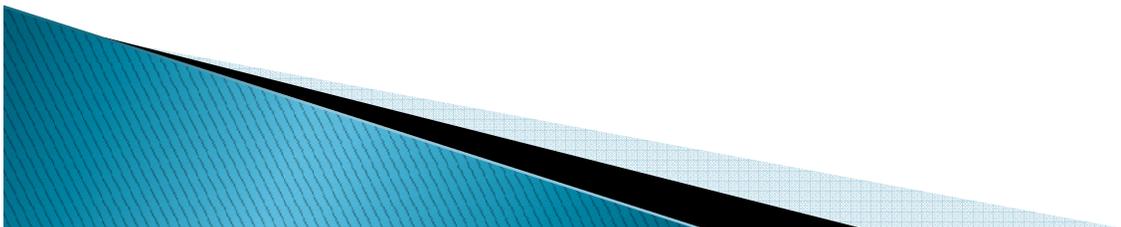


- ★ 2010 – Moved Independence Day Parade to coincide with event.
- ★ 2011 – Quizno's Sub Shop and Snowie of Texas. Glow necklaces and other toys sold. Live broadcast on KKVI radio station.



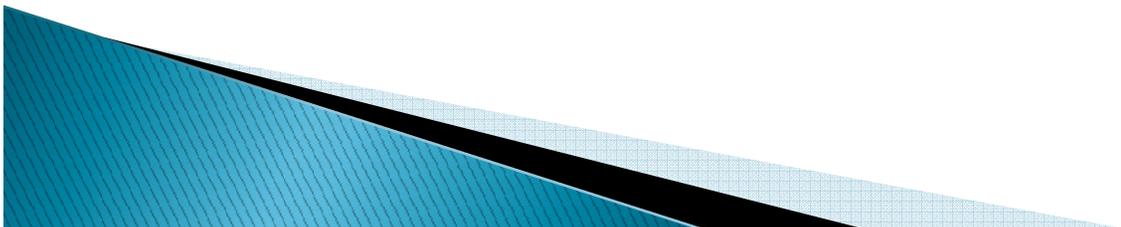
# A Little Help from our Friends

- ★ EDC Director and Project Coordinator spoke to Chamber of Commerce about combining one of their events with the RW&BB.
- ★ Chamber offered their assistance with soliciting their members and local businesses for sponsorships of event.



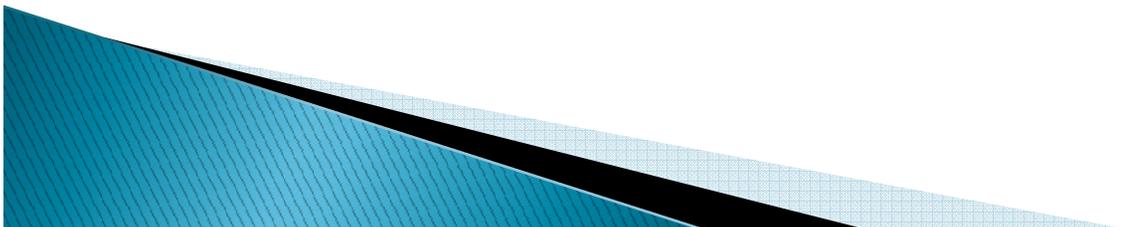
# Very Happy to Announce

- ★ Title Sponsor – Farmers Insurance Group, Tony Vigil Agency
- ★ Entertainment Sponsor – Lake Pointe Medical Partners–Sachse, Dr. Jason Medina
- ★ Star–Spangled Sponsor – American National Bank–Sachse
- ★ Star–Spangled Sponsor – Meritage Homes



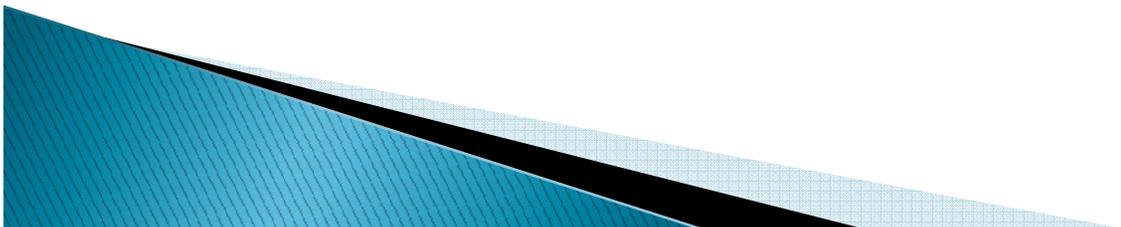
# Entertainment

- ★ Reuben Lael  
Local talent, performed at Fallfest
- ★ Daughter Judy Band  
Variety band, played at Great American Cleanup in April
- ★ Live broadcast on KKVI Radio.



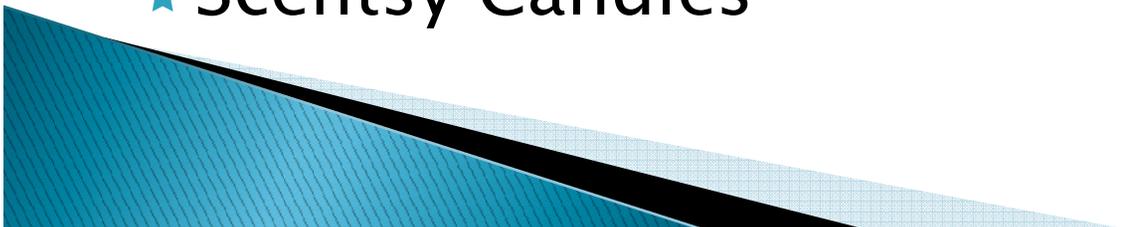
# Parade

- ★ 9<sup>th</sup> Annual Independence 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 in the Parks Department to register your float.



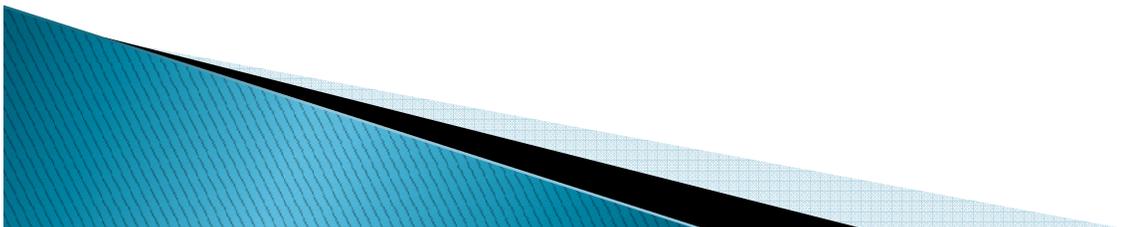
# Vendors Confirmed

- ★ Smile Magic – Cotton Candy and Balloons
- ★ Sport Clips – Patriotic Hair Painting
- ★ Sachse High School Cheerleaders – Face Painting
- ★ Sachse High School Class of 2015 – Interactive station to make red, white and blue tutus.
- ★ Games2U – Human Hamster Balls
- ★ Nationwide Insurance
- ★ Scentsy Candles



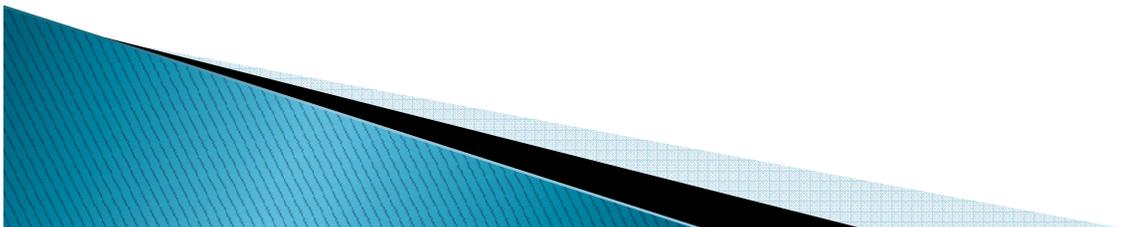
# Food Vendors

- ★ Pro-Catering – Corn Dogs, Twister Taters, Funnel Cake, Drinks, Water
- ★ Knights of Columbus – Hamburgers, Hot Dogs, Fries, Lemonade, Water
- ★ Yogurt-Ur-Way
- ★ Flavor Shave Ice
- ★ Dickey's Bar-B-Q?



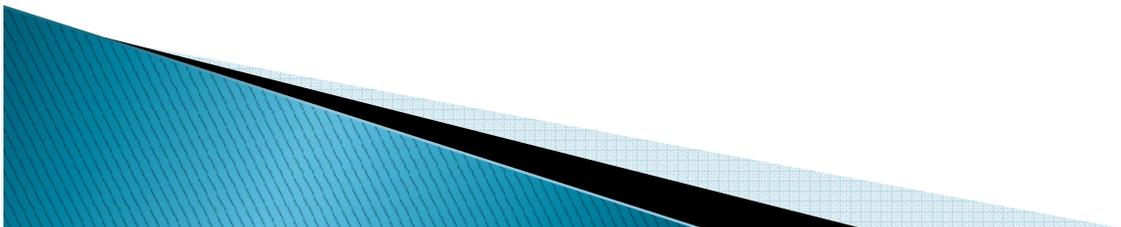
# Activities

- ★ Sachse's First Baptist Church and YMCA hosting 6 bounce houses.
- ★ Collecting non-perishable food items for Crossroads House Food Pantry.
- ★ Rock Climbing Wall
- ★ Vertical Rush Inflatable
- ★ Bean Bag Toss; Bubbles; Beach Balls; Hula Hoops



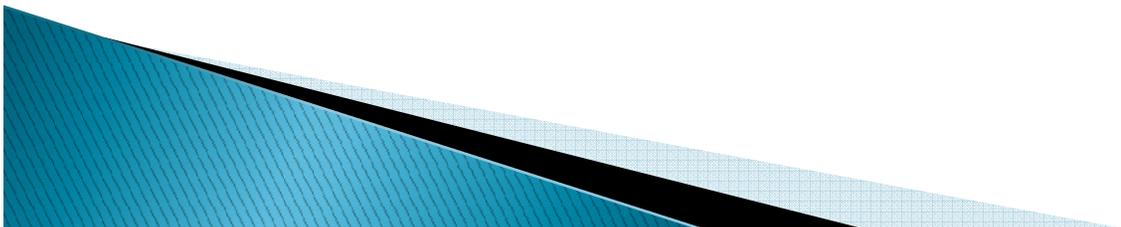
# Tentative Schedule

- ★ Sachse Fire Department's Pipes and Drums
- ★ Announcement of Parade Winners
- ★ Reuben Lael
- ★ Pie-eating Contest
- ★ Hula Hoop Contest
- ★ Daughter Judy Band
- ★ Fireworks
- ★ Others ??
- ★ Thanks for coming, be careful going home.



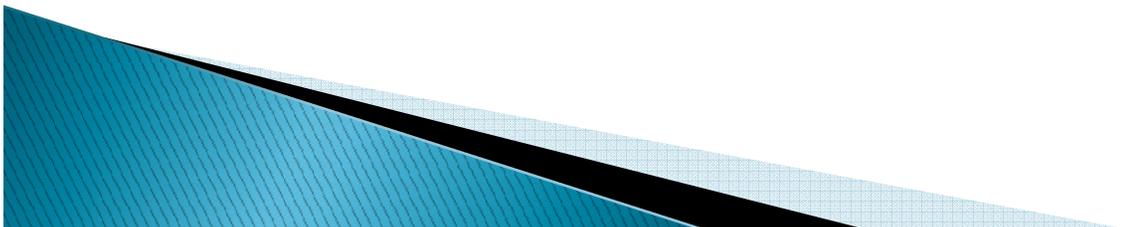
# Parking Challenges

- ★ Sachse High School Lot
- ★ Hudson Middle School Lots
- ★ Sewell Elementary – Handicap and VIP
- ★ Municipal Complex and Park Lake Church
- ★ Vacant Lot at Rosewood/Miles Road
- ★ Shuttle buses will run from 6:30 to 11:00 p.m.



# Getting the Word Out

- ★ Flyers sent out with June 1<sup>st</sup> water bills.
- ★ Place flyers in businesses and restaurants.
- ★ Articles in The Sachse News.
- ★ Full page article in The Connection Magazine.
- ★ Place notice in the NeighborsGo magazine insert in the Dallas Morning News.
- ★ Website
- ★ Place banners along major roadways.
- ★ Place signs at major intersections.
- ★ Keep fingers crossed and pray for good weather that day!





Legislation Details (With Text)

<b>File #:</b>	12-0890	<b>Version:</b>	1	<b>Name:</b>	Consider appointment of voting representative to the North Central Texas Council of Government's General Assembly
<b>Type:</b>	Agenda Item	<b>Status:</b>			Agenda Ready
<b>File created:</b>	5/30/2012	<b>In control:</b>			City Council
<b>On agenda:</b>	6/4/2012	<b>Final action:</b>			
<b>Title:</b>	Consider appointment of voting representative to the North Central Texas Council of Government's General Assembly.				
	Executive Summary The North Central Texas Council of Government's voting representative for the City needs to be determined.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">NCTCOG voting rep.pdf</a> <a href="#">NCTCOG Voting letter.pdf</a> <a href="#">Voting Rep..pdf</a>				

Date	Ver.	Action By	Action	Result
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Title

Consider appointment of voting representative to the North Central Texas Council of Government's General Assembly.

*Executive Summary*

*The North Central Texas Council of Government's voting representative for the City needs to be determined.*

Background

The North Central Texas Council of Government's (NCTCOG) General Assembly meets once a year and the City needs to determine our voting representative. Mayor Felix has served in this capacity for several years. The Deadline for submission is June 15th. Please see attached materials.

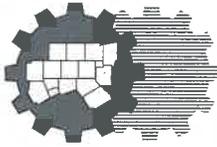
Late Wednesday staff was informed by NCTCOG that an Executive Board member must be the City's voting representative. This was not known at the time the City nominated Councilman Patterson was nominated to the Executive Board. The attached letter states they consider "representative of City" (Elected official) and voting representative (elected official who can vote on behalf of the City) the same.

Policy Considerations

None.

**Budgetary Considerations**  
None.

**Staff Recommendations**  
Council appoint a voting representative to the North Central Texas Council of Government's General Assembly.



RECEIVED MAY 29 2012

North Central Texas Council Of Governments

TO: Selected Administrative Officials

DATE: May 22, 2012

FROM: Lucille Johnson   
Assistant to the Executive Director

SUBJECT: Information for NCTCOG's 2012 – 2013 Regional Directory

Each year following the municipal and school board elections, the North Central Texas Council of Governments (NCTCOG) prepares a regional directory of locally elected government officials and staff professionals for the 16-county North Central Texas region.

We are seeking your assistance in compiling updated information for the 2012 – 2013 directory. Enclosed is your entry from last year's directory. Please take a few minutes to review last year's entry, make the appropriate changes right on the page, and return it to our office by **June 15<sup>th</sup>**. For your convenience, you can fax your information to us at 817-704-2542, or scan and email your page to [awebster@nctcog.org](mailto:awebster@nctcog.org).

The entry of data is made easier if you submit your changes on the enclosed sheet, thus; we request that you do not retype the form. **If you wish to submit a copy of a roster sheet that you maintain, please highlight the officials for replacement on your sheet and cross out the name on the enclosed sheet.** Please also include email contact information.

Thank you for assisting us in this endeavor. We anticipate that the directory will be ready in August. If you have any questions, please contact me at 817-695-9103, or Alice Webster at 817-695-9140.

Encl.

# Sachse

City of Sachse (20,570)

(972) 495-1212

Fax (972) 530-0426 <http://www.cityofsachse.com>

3815 B Sachse Road

Sachse, Texas 75048 (Collin and Dallas Counties)

Council Meeting - 1st & 3rd Monday - 7:30 PM

Planning/Zoning Commission - 2nd & 4th Monday - 7:00 PM

Home Rule City - Council elected at-large

## NCTCOG Member

## City Council

**Mike Felix \***

Mayor

[mfelix@cityofsachse.com](mailto:mfelix@cityofsachse.com)

**Charles Smith**

Mayor Pro Tem

**Jared Patterson**

Place 2

**Todd Ronnau**

Place 3

**Bill Adams**

Place 4

**Pat McMillan**

Place 5

**Mark Timm**

Place 6

---

\* *NCTCOG voting representative*

## Administrative Officials

**William (Billy) George**

City Manager

(G) (469) 429-4770

[bgeorge@cityofsachse.com](mailto:bgeorge@cityofsachse.com)

**Terry Smith**

City Secretary

[tsmith@cityofsachse.com](mailto:tsmith@cityofsachse.com)

**Nichols, Jackson, Dillard,**

**Hager & Smith**

City Attorney

(G) (214) 965-9900

**Joe Crase**

Director of Public Works

(G) (972) 495-7600

[jcrase@cityofsachse.com](mailto:jcrase@cityofsachse.com)

**Jeri Rainey**

Finance Director

[jrainey@cityofsachse.com](mailto:jrainey@cityofsachse.com)

**Marc Kurbansade**

Director of Community

Development

(G) (972) 675-1633

[mkurbansade@cityofsachse.com](mailto:mkurbansade@cityofsachse.com)

**Dennis Veach**

Police Chief

(G) (972) 495-2271

[dveach@cityofsachse.com](mailto:dveach@cityofsachse.com)

**Doug Kendrick**

Fire Chief

(G) (972) 495-0975

[dkendrick@cityofsachse.com](mailto:dkendrick@cityofsachse.com)

**Cheree Bontrager**

Director of Human Resources

[cbontrager@cityofsachse.com](mailto:cbontrager@cityofsachse.com)

**Shawn Poe**

City Engineer

(G) (972) 675-1633

[spoe@cityofsachse.com](mailto:spoe@cityofsachse.com)

**Lance Whitworth**

Director of Park & Recreation

(G) (972) 495-7600

**Carlos Vigil**

Economic Development

Director

(G) (972) 675-0562

**Billy Ho**

GIS Manager

(G) (972) 675-1633

[bho@cityofsachse.com](mailto:bho@cityofsachse.com)

**Robert Beasley**

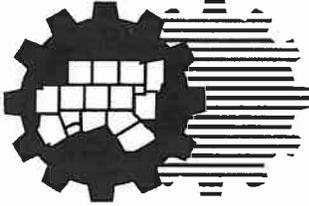
Municipal Court Judge

**Denise Vice**

Website Manager

[dvice@cityofsachse.com](mailto:dvice@cityofsachse.com)

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**  
**Designation of Voting Representative**



*As a member of the North Central Texas Council of Governments,*

\* \_\_\_\_\_ *hereby designates the*  
(name of county, city, school district, or special district)

*following elected official to serve as its voting representative to NCTCOG's General Assembly.*

\* Name: \_\_\_\_\_ Title: \_\_\_\_\_

\* Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: (     ) \_\_\_\_\_

\* Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

\* Required fields

**FOR YOUR  
INFORMATION**

Under the Bylaws of the North Central Texas Council of Governments, each member government is entitled to one voting representative on the General Assembly. The **voting representative must be an elected official from the governing body of the member government.** This voting representative serves as a liaison between the local government and NCTCOG; receives publications and announcements from NCTCOG; and is eligible to vote on proposed Bylaws amendments and for candidates to serve on NCTCOG's Executive Board. A city or county official must be a designated voting representative in order to be considered for service on the Executive Board.

Some voting representatives may have retired from office or some member governments may wish to select a different representative from the one currently serving. Therefore, NCTCOG annually requests recertification of voting representatives – usually after the municipal/school board elections. Use this form to designate your official voting representative to NCTCOG. If you wish, you have the option to list your **existing voting representative, without formal reappointment**, unless that person is no longer in office.

**Please return form by Thursday, June 21, 2012**  
**FAX to: Alice Webster at (817) 704-2542**

**Return form to: NCTCOG, P. O. Box 5888, Arlington, Tx 76005-5888 FAX: 817-704-2542**

## Terry Smith

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**From:** Stephanie Cecil [SCecil@nctcog.org]  
**Sent:** Wednesday, May 30, 2012 5:20 PM  
**To:** Terry Smith  
**Subject:** RE: nominees to the NCTCOG Executive Board  
**Attachments:** Role and Responsibility of Member Government Voting Representatives.doc; Voting Rep form for Sachse.pdf

Good afternoon Terry,

To restate what we discussed: If you would like for Mr. Patterson to serve on the Board, he must be designated the voting representative for your city. I am so sorry this was not understood and that it might cause you problems. The nomination packet (Executive Board Structure) does state that the Directors must be the "representative" of a city, county, etc. I believe that means "voting representative."

I have attached a description of the duties of a Voting Representative that is part of a packet we send to a city when they are considering becoming a member or designating a voting representative. We also send voting representative forms out on a yearly basis for the update of our *Regional Directory*. These forms are also available online at <http://www.nctcog.org/edo/membership.asp>. Please use the form online to re-designate your voting rep, if necessary.

I have also attached the voting representative form for your city. If you will read the paragraphs at the bottom, you will find this requirement stated there, too.

I hope this give you sufficient information to explain this to your city. I think we will probably talk about adding language to next years nomination forms.

Best regards and congratulations,

Stephanie Cecil  
North Central Texas Council of Governments  
PO Box 5888  
Arlington, TX 76005  
817.695.9100  
[scecil@nctcog.org](mailto:scecil@nctcog.org)

## **NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**

### **Role and Responsibility of Member Government Voting Representatives**

According to excerpts from NCTCOG's Bylaws –

Membership in the Council of Governments shall be voluntary and will be determined by passage of a resolution and the payment of dues, and shall be open to counties, cities, independent school districts, and special purpose districts located within the 16-county North Central Texas State Planning Region.

Each member shall be entitled to one (1) voting representative. The voting representative shall be an elective public official appointed by and from the governing body of the member government.

The General Assembly shall be the governing body of the Council, and shall be made up of the voting representatives, or their alternates, from all member governments. The General Assembly shall be responsible for the general policies and programs of the Council, for the election of officers, and for amendments to the Bylaws.

Each voting representative serves as the liaison between the local government and the Council of Governments. Voting representatives also receive special publications and announcements from NCTCOG.

To be considered for service on NCTCOG's Executive Board, a city or county official must be a designated voting representative. Elections to the Executive Board take place at the annual meeting of the General Assembly, which is held in June after the Spring municipal elections.

Participation as a voting representative can be in the form of attendance at meetings or service on committees. Voting representatives are welcome to attend NCTCOG Executive Board meetings which are held on the fourth Thursday of every month at 12:45 p.m. in the NCTCOG Board Room. Other activities available for member government voting representatives include: special task forces, advisory committees, and policy development committees.