



Sachse, Texas

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

Meeting Agenda

City Council

Monday, November 19, 2012

7:30 PM

Council Chambers

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

The City Council of the City of Sachse will hold a Regular Meeting on Monday, November 19, 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.

[12-1206](#) Consider approval of the minutes of the November 5, 2012, regular meeting.

*Executive Summary
Minutes of the last meeting.*

Attachments: [Min. CC.11.5.12.pdf](#)

[12-1222](#) Consider the acceptance of the resignation of Jordan Dean from the Board of Adjustments.

*Executive Summary
Mr. Dean has moved from the City and has resigned his seat on the board.*

Attachments: [BOA resignation.pdf](#)

[12-1226](#) Consider the acceptance of the resignation of Bill Alexander from

the Library Board.

Executive Summary

Mr. Alexander has resigned his seat on the board.

Attachments: [Library Board resignation.pdf](#)

[12-1229](#)

Consider a resolution of the City Council of the City of Sachse, Texas, awarding the bid for the Boone Street Paving Improvements from Sachse Road to 5th Street as a Community Development Block Grant project to Reynolds Asphalt & Construction Company, Incorporated in the amount totaling fifty five thousand three hundred fifty four dollars and no cents (\$55,354.00); authorizing the City Manager to execute such agreement in a form approved by the City Attorney; and providing an effective date.

Executive Summary

The City was awarded Community Development Block Grant (CDBG) funds from Dallas County for low to moderate income areas to be used on public infrastructure projects. Boone Street from 5th Street to Sachse Road needs reconstructed and is an eligible CDBG area. The project was been designed in-house by staff and bids were opened on October 31, 2012. This item is to award the bid to the lowest responsible bidder, which is Reynolds Asphalt & Construction Company, Inc. in the amount of \$55,354.

Attachments: [Attachement 2](#)

[Boone Presentation.pdf](#)

[Resolution Boone Street award](#)

[Attachment 1](#)

[12-1221](#)

Consider adoption of an Ordinance of the City of Sachse, Texas, abandoning all right, title and interest in portions of Hooper Road and Cody Lane described and depicted in Exhibit "A", attached hereto; to the abutting property owner, Woodbridge Properties, LLC; providing for the furnishing of a certified copy of this ordinance for recording in the official public records of Collin County, Texas, as a Quitclaim deed; authorizing the City Manager to execute any documents necessary to complete abandonment; and providing for an effective date.

Attachments: [Draft Ordinance.pdf](#)

[Draft Ordinance - Exhibit A \(page 1 of 2\).pdf](#)

[Draft Ordinance - Exhibit A \(page 2 of 2\).pdf](#)

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

[12-1218](#) Staff Briefing: Public Works

Executive Summary

Each month a briefing is given to City Council providing an update of activities and events for a specific department. This month, the Public Works Department will brief Council on the water, wastewater, streets, and drainage systems.

Attachments: [public works staff briefing 111912.pdf](#)

3. CITIZEN INPUT.

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

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

4. REGULAR AGENDA ITEMS.

[12-1207](#) Administer Oath of Office to newly appointed Board and Commission Members.

Executive Summary

Mayor Felix will administer the Oath of Office to the new appointees.

Attachments: [Oath.pdf](#)

[12-1228](#) Consider 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 and Northplace Church of the Assemblies of God; and providing an effective date.

Executive Summary

Northplace Church in Sachse, Texas is constructing a new facility located south of the President George Bush Turnpike and east of Miles Road along Pleasant Valley Road. In order to serve the facility with water, the church is required to construct approximately 2,867 linear feet of waterline. To serve the development, an 8 inch waterline is required. However, Sachse's Capital Improvement Plan includes a 12 inch waterline instead of an 8 inch waterline. This facilities agreement would allow for the City's participation in the cost to upsize the waterline from an 8 inch line to a 12 inch line. The City's costs would cover the true cost of the upsizing not exceed \$43,000.

Attachments: [NorthPlaceResolution.pdf](#)
[NPC - Facilities Agreement.pdf](#)
[WaterLineLocation.pdf](#)
NorthplacePresentation.pdf
[Exhibit A Facilities Agreement.pdf](#)
[Exhibit B Facilities Agreement.pdf](#)

[12-1205](#) Consider a date for the Independence Day event, the Red, White & Blue Blast.

Executive Summary

Set date for Independence Day event in Sachse.

Attachments: [zambelli contract cc.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: November 16, 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 #: 12-1206 **Version:** 1 **Name:** Consider approval of the minutes of the November 5, 2012, regular meeting.

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

File created: 11/7/2012 **In control:** City Council

On agenda: 11/19/2012 **Final action:**

Title: Consider approval of the minutes of the November 5, 2012, regular meeting.

Executive Summary
Minutes of the last meeting.

Sponsors:

Indexes:

Code sections:

Attachments: [Min. CC.11.5.12.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider approval of the minutes of the November 5, 2012, regular meeting.

Executive Summary

Minutes of the last meeting.

Background

Minutes of the last regular meeting on November 5, 2012.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Approval of the minutes of the November 5, 2012, regular meeting, as a consent agenda item.

REGULAR MEETING
OF THE
CITY COUNCIL OF THE CITY OF SACHSE
NOVEMBER 5, 2012

The City Council of the City of Sachse held a Regular Meeting on Monday, November 5, 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 as follows, to wit:

Mayor Mike Felix
Mayor Pro Tem Jared Patterson
Councilman Bill Adams
Councilwoman Pat McMillan
Councilman Brett Franks
Councilman Todd Ronnau
Councilman Mark Timm

and all were present.

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

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

The invocation was offered by Councilman Timm and the pledges were led by Cub Scout Pack 243, Den 7.

1. Consent Agenda:

Mayor Pro Tem Patterson requested to remove No. 12-1176, Minutes of the October 15, 2012 meeting for discussion.

Mayor Pro Tem Patterson moved to approve Consent Agenda No. 12-1177 Consider approval of the minutes of the October 17, 2012 special meeting; 12-1186 Consider approval of the minutes of the October 29, 2012, special meeting; 12-1179 Ordinance No. 3430 of the City Council of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 5, Section 5-5 titled "Ambulance Service Fees"; by providing for the ambulance service fees to be adopted through City Council Resolution in the Master Fee Schedule; providing a repealing clause; providing a savings clause; providing a severability clause; providing for a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date; 12-1156 Resolution No. 3431 of the City Council of the City of Sachse, Texas, authorizing the Sachse Public Library ("Library") to donate surplus books and circulation materials to the Friends of the Library, a not-for-profit organization, that will resell the goods as a fundraiser for the Library and authorizing the Library Manager to determine the books and circulation material that are surplus property and can be donated; and providing an effective date; 12-1121 Consider the application of Woodbridge Properties, L.L.C. for approval of a Preliminary Plat for Woodbridge Phase 18, being 93 single-family residential lots and

one (1) Homeowner's Association (HOA) lot, on approximately 40.632 acres, on the north side of Ranch Road, at the northwest corner of Edgelen Trail and Glenhaven Drive; and 12-1185 Consider acceptance of the Quarterly Budget and Investment Reports for the quarter ending September 30, 2012. The motion was seconded by Councilman Timm and carried unanimously.

Following discussion, Mayor Pro Tem Patterson moved to approve 12-1176, minutes of the October 15, 2012 meeting with the change as noted to staff in attendance. The motion was seconded by Councilman Franks and carried unanimously.

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

12-1180 Proclamation Declaring November 15, 2012 as America Recycles Day.

Councilman Franks noted the Parks Department is sponsoring the Daddy/Daughter Dance on November 30th at the Senior Center.

Mayor Pro Tem Patterson noted tomorrow is election day and voting is by precinct.

Councilman Ronnau noted the Hawks 1st grade football team is in the playoffs with a game Saturday at 9:00 a.m. at Williams Stadium.

Mayor Felix noted the Sachse Historical Society hosted a Veteran's Day celebration on Saturday and it was a successful event.

Sachse Chamber of Commerce Board Members Tiry Williams, Jeanie Marten and Jeff Bickerstaff thanked the Council and Staff for all the assistance from the City at Fallfest.

Mayor Felix noted the upcoming events: November 22 is the Turkey Trot at 8:00 a.m. at Sachse High School; and December 8th is the Christmas Parade and Cookies with Santa.

3. Citizen Input:

Kathy Cobb 3820 6th Street, thanked the Mayor for his attendance at the recent Friends of the Library meeting. Mary Saathoff was elected president. She thanked staff for their assistance at the Veteran's Day event on Saturday.

4. Regular Agenda Items:

12-1200 Conduct a public hearing and consider approval of an Ordinance of the City Council of the City of Sachse, Texas amending the Code of Ordinances by amending Chapter 8 "Subdivision" by amending Section 8-21 "Impact Fees" by updating and adopting revised land use assumptions, capital improvements plan and amending the impact fees for water, wastewater and roadway facilities; providing for land use categories; providing for service units; and by amending Section 8-22 to provide for inspections fees to be provided in the City's Master Fee Schedule which is adopted by City Council Resolution; providing a repealing clause; providing a severability clause; providing for a penalty not to exceed two thousand dollars (\$2,000.00) for each offense; and providing an effective date:

Mayor Felix opened the public hearing.

Don Herzog 8800 East Campbell Road, Richardson, suggested the Council proceed with caution, as we are following a recession.

Councilman Adams moved to close the public hearing. The motion was seconded by Mayor Pro Tem Patterson and carried unanimously.

Following discussion, Mayor Pro Tem Patterson moved to table 12-1200 until the regular meeting on December 3rd. The motion was seconded by Councilman Franks and carried unanimously.

12-1154 Conduct a public hearing and consider approval of an ordinance of the City Council of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 11, Section 11-2 titled "Zoning Fees" by providing for the adoption of a Master Fee Schedule for Zoning Fees through Council resolution; providing a repealing clause; providing a savings clause; providing a severability clause; providing for a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date:

Mayor Felix opened the public hearing.

No comments were made.

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

Following discussion, Councilman Timm moved to approve Ordinance No. 3432 amending the Code of Ordinances by amending Chapter 11, Section 11-2 titled "Zoning Fees" by providing for the adoption of a Master Fee Schedule for Zoning Fees through Council resolution; providing a repealing clause; providing a savings clause; providing a severability clause; providing for a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date. The motion was seconded by Councilman Adams and carried unanimously.

12-1178 Consider adoption of a Resolution of the City Council of the City of Sachse, Texas, amending and restating the Master Fee Schedule to provide for Zoning Fees; Board of Adjustment Fees; Engineering Fees and amending Plat Filing Fees; providing for Building Permit Fees and Fire Department Fees; as set forth on the Master Fee Schedule attached hereto as Exhibit "A"; and providing for an effective date:

Following discussion, Councilman Adams moved to approve Resolution No. 3433 amending and restating the Master Fee Schedule to provide for Zoning Fees; Board of Adjustment Fees; Engineering Fees and amending Plat Filing Fees; providing for Building Permit Fees and Fire Department Fees; as set forth on the Master Fee Schedule attached hereto as Exhibit "A"; and providing for an effective date. The motion was seconded by Councilwoman McMillan and carried unanimously.

12-1175 Consider appointments to Boards and Commissions:

Following discussion, Councilman Adams moved to reappoint Warren Becker, David Hock, Stephen Curtis and Charles Ross to the Planning and Zoning Commission. The motion was seconded by Mayor Pro Tem Patterson and carried unanimously.

Following discussion, Mayor Pro Tem Patterson moved to reappoint Corey Hill, appoint Stephen Klash as a regular member and leave an alternate position open on the Board of Adjustments. The motion was seconded by Councilman Timm and carried unanimously.

Following discussion, Councilman Franks moved to reappoint Diana Smith and appoint Druce Reiley and Cyndi Mitchell to the Parks and Recreation Commission. The motion was seconded by Councilman Timm and carried with Councilwoman McMillan voting no.

Following discussion, Mayor Pro Tem Patterson moved to reappoint Dia Rhoden and Patrece King and appoint Mary Saathoff and Bill Alexander to the Library Board. The motion was seconded by Councilman Franks and carried unanimously.

Following discussion, Councilman Franks moved to reappoint Eric Dumois and Mark Caldwell and appoint Spencer Hauenstein to the Economic Development Corporation. The motion was seconded by Councilman Timm and carried unanimously.

Following discussion, Councilwoman McMillan moved to reappoint Debbie Langham and appoint Michele Briggs, Vicki Ewing and James Schmulbach to the Animal Shelter Board. The motion was seconded by Mayor Pro Tem Patterson and carried unanimously.

12-1162 Adjourn to Executive Session pursuant to the provisions of the Texas Government Code, Section 551.074: To discuss the annual evaluation of the City Manager:

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

At 9:07 p.m. Councilman Timm moved to recess to executive session. The motion was seconded by Councilman Ronnau and carried unanimously.

At 11:16 p.m. Councilman Timm moved to return to open session. The motion was seconded by Mayor Pro Tem Patterson and carried unanimously.

Councilman Timm moved to provide the City Manager with a 10% merit increase based on performance. The motion was seconded by Mayor Pro Tem Patterson and carried unanimously.

There being no further business, Councilman Timm moved to adjourn. The motion was seconded by Mayor Pro Tem Patterson and passed unanimously. The meeting adjourned at 11:19 p.m.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR



Legislation Details (With Text)

File #: 12-1222 **Version:** 1 **Name:** Consider the acceptance of the resignation of Jordan Dean from the Board of Adjustments.

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

File created: 11/12/2012 **In control:** City Council

On agenda: 11/19/2012 **Final action:**

Title: Consider the acceptance of the resignation of Jordan Dean from the Board of Adjustments.

Executive Summary
Mr. Dean has moved from the City and has resigned his seat on the board.

Sponsors:

Indexes:

Code sections:

Attachments: [BOA resignation.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider the acceptance of the resignation of Jordan Dean from the Board of Adjustments.

Executive Summary

Mr. Dean has moved from the City and has resigned his seat on the board.

Background

Board of Adjustments member Jordan Dean has moved from the City and has resigned his seat.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Acceptance of the resignation of Jordan Dean from the Board of Adjustments, as a Consent Agenda Item.

Terry Smith

From: Jordan Dean [jordansd@gmail.com]
Sent: Monday, November 12, 2012 12:20 PM
To: Terry Smith
Subject: Resignation from city board

Terry,

My wife and I moved last week out of Sachse, as a result I need to resign my position on the Zoning Board of Adjustments for the City of Sachse, please let me know if there's anything more official you need.

It has been a privilege serving.

Sincerely,
Jordan Dean



Legislation Details (With Text)

File #: 12-1226 **Version:** 1 **Name:** Consider the acceptance of the resignation of Bill Alexander from the Library Board.

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

File created: 11/13/2012 **In control:** City Council

On agenda: 11/19/2012 **Final action:**

Title: Consider the acceptance of the resignation of Bill Alexander from the Library Board.

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

Sponsors:

Indexes:

Code sections:

Attachments: [Library Board resignation.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider the acceptance of the resignation of Bill Alexander from the Library Board.

Executive Summary

Mr. Alexander has resigned his seat on the board.

Background

Library Board member Bill Alexander has has resigned his seat.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Acceptance of the resignation of Bill Alexander from the Library Board, as a Consent Agenda Item.

Terry Smith

From: Bill Alexander [balexander61@tx.rr.com]
Sent: Tuesday, November 13, 2012 9:36 AM
To: Terry Smith
Subject: Library Board appt

Terry , Sorry to inform you that I will be declining the appt to the Library board as I was contacted by Mognon, with the Sachse library and did attend the meeting last nite . I have a hearing problem and do wear hearing aids and as the meeting was held in a large open room without sound equipment I was not comfortable with the procedure and was not able to hear every conversation so I really dont see as this being a good fit for me and for the Sachse Library. I would maybe to be considered for another board position if possible..

Thank to you and the city of Sachse

Bill Alexander



Legislation Details (With Text)

File #:	12-1229	Version:	1	Name:	BooneStAward
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	11/14/2012	In control:		In control:	City Council
On agenda:	11/19/2012	Final action:		Final action:	

Title: Consider a resolution of the City Council of the City of Sachse, Texas, awarding the bid for the Boone Street Paving Improvements from Sachse Road to 5th Street as a Community Development Block Grant project to Reynolds Asphalt & Construction Company, Incorporated in the amount totaling fifty five thousand three hundred fifty four dollars and no cents (\$55,354.00); authorizing the City Manager to execute such agreement in a form approved by the City Attorney; and providing an effective date.

Executive Summary

The City was awarded Community Development Block Grant (CDBG) funds from Dallas County for low to moderate income areas to be used on public infrastructure projects. Boone Street from 5th Street to Sachse Road needs reconstructed and is an eligible CDBG area. The project was been designed in-house by staff and bids were opened on October 31, 2012. This item is to award the bid to the lowest responsible bidder, which is Reynolds Asphalt & Construction Company, Inc. in the amount of \$55,354.

Sponsors:

Indexes:

Code sections:

- Attachments:** [Attachement 2](#)
[Boone Presentation.pdf](#)
[Resolution Boone Street award](#)
[Attachment 1](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, awarding the bid for the Boone Street Paving Improvements from Sachse Road to 5th Street as a Community Development Block Grant project to Reynolds Asphalt & Construction Company, Incorporated in the amount totaling fifty five thousand three hundred fifty four dollars and no cents (\$55,354.00); authorizing the City Manager to execute such agreement in a form approved by the City Attorney; and providing an effective date.

Executive Summary

The City was awarded Community Development Block Grant (CDBG) funds from Dallas County for low to moderate income areas to be used on public infrastructure projects. Boone Street from 5th Street to Sachse Road needs reconstructed and is an eligible CDBG area. The project was been designed in-house by staff and bids were opened on October 31, 2012. This item is to award the bid to the lowest responsible bidder, which is Reynolds Asphalt & Construction Company, Inc. in the amount of \$55,354.

Background

The City's Capital Improvement Plan (CIP) includes the installation of paving improvements to Boone Street from 5th Street to Sachse Road (see Attachment 1 - Project Map). The existing asphalt has deteriorated beyond repair and needs reconstructed.

The City receives Community Development Block Grant (CDBG) funding each year, which is allocated by Dallas County, for improvements to areas that qualify as low to moderate income areas. The 2010 CDBG funding was allocated to the reconstruction of Boone Street from 5th Street to Sachse Road.

Policy Considerations

The construction plans were designed in-house by City staff and the contract includes provisions to reconstruct Boone Street with new asphalt pavement from 5th Street to Sachse Road. A neighborhood meeting will be held prior to work beginning.

Notice to bidders was published in the *Sachse News* on October 11, 2012 and October 18, 2012. Sealed bids were received in the City Secretary's Office until 2:30 pm, October 31, 2012 and then publicly read aloud in the City Hall Council Chambers in accordance with the Texas Local Government Code.

Four bids were received (see attached bid tabulation Attachment 2). The low bid was received from Reynolds Asphalt & Construction Company, Inc. of Euless, TX. The references for Reynolds Asphalt & Construction Company, Inc. were checked and found to be satisfactory. Reynolds Asphalt is also performing the work on Merritt Road and the other asphalt improvement projects in the City and has adequate resources to complete all the projects in a timely manner. The design engineer and City staff recommends awarding the contract to Reynolds Asphalt & Construction Company, Inc. in the amount of \$55,354.

Budgetary Considerations

The funding for this project will be from CDBG funding in the amount of \$91,100.89. There was no hard cost for the civil engineering since it was done in-house by qualified staff. The low bid was determined by the contractor submitting the low bid. The low base bid was received from Reynolds Asphalt & Construction Company, Inc. in the amount of \$55,354, which is below the amount of available CDBG funds totaling \$91,100.89.

Staff Recommendations

Staff recommends the City Council approve a resolution of the City Council of the City of Sachse, Texas awarding the bid for the installation of paving improvements to Boone Street from Sachse Road to 5th Street to as a Community Development Block Grant project to Reynolds Asphalt & Construction Company, Incorporated. in the amount totaling fifty-five thousand three hundred-fifty-four dollars and no cents (\$55,354), authorizing the City Manager to execute such agreement in a form approved by the City Attorney, and providing an effective date as a consent item.

**BID TABULATION
BOONE STREET ASPHALT RECONSTRUCTION**

CITY OF SACHSE, TEXAS

Summary By: WL

Checked By:

Date: 10/31/2012

ITEM NO.	EST. QTY.	UNIT	DESCRIPTION / UNIT PRICE	PAVECON, LTD.		Quality Excavation, LTD		REYNOLDS ASPHALT & CONSTRUCTION CO.		ADVANCED PAVING CO	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	1,010	SY	Furnish all labor, materials, equipment, and supervision to remove, salvage, haul, and stockpile existing HMAc pavement to a depth of four inches (4"), leaving one inch (1") of existing HMAc in place, complete in place, the sum of: DOLLARS CENTS per Square Yard	\$7.83	\$7,908.30	\$7.50	\$7,575.00	\$8.50	\$8,585.00	\$10.00	\$10,100.00
2	1,010	SY	Furnish all labor, materials, equipment, and supervision to scarify and pulverize remaining asphalt surface & existing base to a depth of six inches (6"), to provide a six inch (6") cement treated base, including mixing of remaining asphaltic materials into the roadway section, cement treating, moisture control, and compaction of the road section to a smooth and uniform grade complete in place, ready for use by the Owner, for the sum of: DOLLARS CENTS per Square Yard	\$10.48	\$10,584.80	\$11.00	\$11,110.00	\$5.60	\$5,656.00	\$7.90	\$7,979.00
3	1	LS	Mobilization DOLLARS CENTS per Lump Sum	\$5,800.00	\$5,800.00	\$11,100.00	\$11,100.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
4	17	TON	Furnish cement material for cement treatment (32 lbs/S.Y.) as directed for asphalt paving, for the sum of: DOLLARS CENTS per Ton	\$190.00	\$3,230.00	\$170.00	\$2,890.00	\$125.00	\$2,125.00	\$105.00	\$1,785.00
5	170	TON	Furnish all labor, materials, supervision, and equipment necessary to place three inches (3") minimum thickness of TxDOT Type "B" Hot Mix Asphaltic Concrete (including prime and tack coats) for a complete in-place system ready for use by the Owner, for the sum of: DOLLARS CENTS per Ton	\$102.00	\$17,340.00	\$111.00	\$18,870.00	\$95.00	\$16,150.00	\$98.00	\$16,660.00
6	112	TON	Furnish all labor, materials, supervision, and equipment necessary to place two inches (2") minimum thickness of TxDOT Type "C" Hot Mix Asphaltic Concrete (including prime and tack coats) for a complete in-place system ready for use by the Owner, for the sum of: DOLLARS CENTS per Ton	\$111.00	\$12,432.00	\$130.00	\$14,560.00	\$99.00	\$11,088.00	\$114.00	\$12,768.00
7	1	LS	Furnish all labor, materials, supervision, and equipment necessary to implement a Traffic Control Plan according to City of Sachse and the Texas Manual on Uniform Traffic Control Devices standards, maintaining access to driveways during construction, complete in place, the sum of: DOLLARS CENTS per Lump Sum	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00	\$500.00	\$500.00	\$500.00	\$500.00
8	1	EA	Furnish all labor, materials, supervision, and equipment necessary to provide and install a project detail sign to be displayed during construction, complete in place, the sum of: DOLLARS CENTS per Each	\$938.00	\$938.00	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$500.00	\$500.00
9	1	LS	Furnish all labor, materials, supervision, and equipment necessary to provide, install, maintain, and remove erosion control devices to prevent sediment migration, complete in place, for the sum of: DOLLARS CENTS per Lump Sum	\$3,125.00	\$3,125.00	\$2,450.00	\$2,450.00	\$500.00	\$500.00	\$500.00	\$500.00
10	750	LF	Furnish all labor, materials, supervision, and equipment necessary to provide, install, and establish seeding on disturbed areas of vegetation. Included in this item are watering and fertilizing, complete in place and ready for use by the Owner, for the sum of: DOLLARS CENTS per Linear Feet	\$3.50	\$2,625.00	\$4.50	\$3,375.00	\$2.00	\$1,500.00	\$3.50	\$2,625.00
11	1	LS	Owner's Contingency: \$ 5,000 Dollars 50 Cents (\$5,000) per lump sum	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
12	750	LF	Furnish all labor, materials, supervision, and equipment necessary to provide, install backfill along the shoulders of the HMAc pavement, complete in place, for the sum of: DOLLARS CENTS per Linear Feet	\$5.74	\$4,305.00	\$4.00	\$3,000.00	\$2.00	\$1,500.00	\$2,500.00	\$2,500.00
					\$75,788.10		\$85,430.00		\$55,354.00		\$63,417.00

Discrepancy in Final Total

No

No

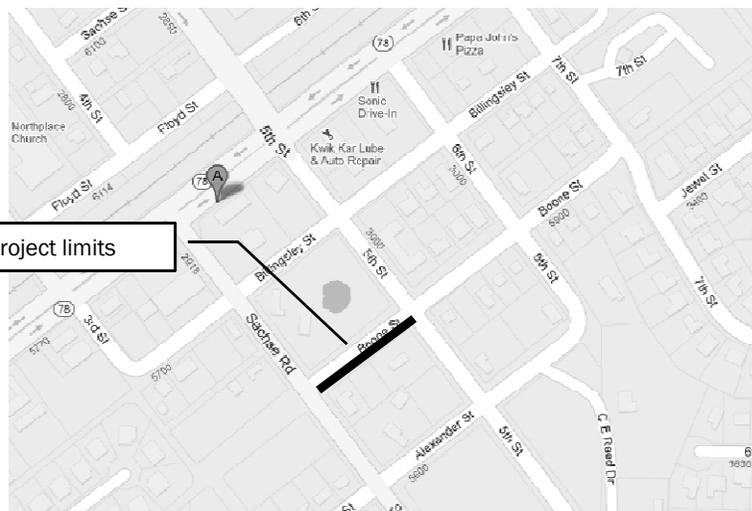
No

Yes

AWARD OF BID FOR BOONE STREET PAVING
IMPROVEMENTS

NOVEMBER 19, 2012
SACHSE CITY COUNCIL MEETING

BOONE STREET RECONSTRUCTION



BOONE STREET RECONSTRUCTION

- + Project limits are from Sachse Road to 5th Street
- + Funded by a Community Development Block Grant (CDBG) through Dallas County
- + CDBG funds - \$91,100.89 available
- + Designed by city staff
- + Scope includes removing several inches of asphalt from existing roadway, pulverizing remaining asphalt and mixing cement into subgrade, and installing 5 inches of new asphalt

BOONE STREET RECONSTRUCTION

- × Bid opening was October 31, 2012.
- × Low bid received by Reynolds Asphalt & Construction Company in the amount of \$55,354.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AWARDING THE BID FOR THE BOONE STREET PAVING IMPROVEMENTS FROM SACHSE ROAD TO 5TH STREET AS A COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT TO REYNOLDS ASPHALT & CONSTRUCTION COMPANY, INCORPORATED IN THE AMOUNT TOTALING FIFTY FIVE THOUSAND THREE HUNDRED FIFTY FOUR DOLLARS AND NO CENTS (\$55,354.00); AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH AGREEMENT IN A FORM APPROVED BY THE CITY ATTORNEY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for a contractor to furnish and install paving improvements to Boone Street from Sachse Road to 5th Street; and

WHEREAS, the City has received Community Development Block Grant (CDBG) funding allocated by Dallas County under Grant No. B-10-UC-48-0003 in Dallas County District No. 2; and

WHEREAS, the City has taken sealed bids and City staff is recommending award to the lowest responsible bidder meeting specifications; and

WHEREAS, the City Council of the City of Sachse, Texas desires to award the contract.

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

Section 1: That the Bid for the installation of paving improvements to Boone Street from Sachse Road to 5th Street is hereby awarded to Reynolds Asphalt & Construction Company, Inc. in the amount totaling fifty five thousand three hundred fifty four dollars and no cents (\$55,354.00).

Section 2: That the City Manager is authorized, after approval of the City Attorney, to execute a contract with Reynolds Asphalt & Construction Company, Inc. in the amount totaling fifty five thousand three hundred fifty four dollars and no cents (\$55,354.00).

Section 3: That this resolution shall take effect immediately from and upon its adoption and it is so resolved.

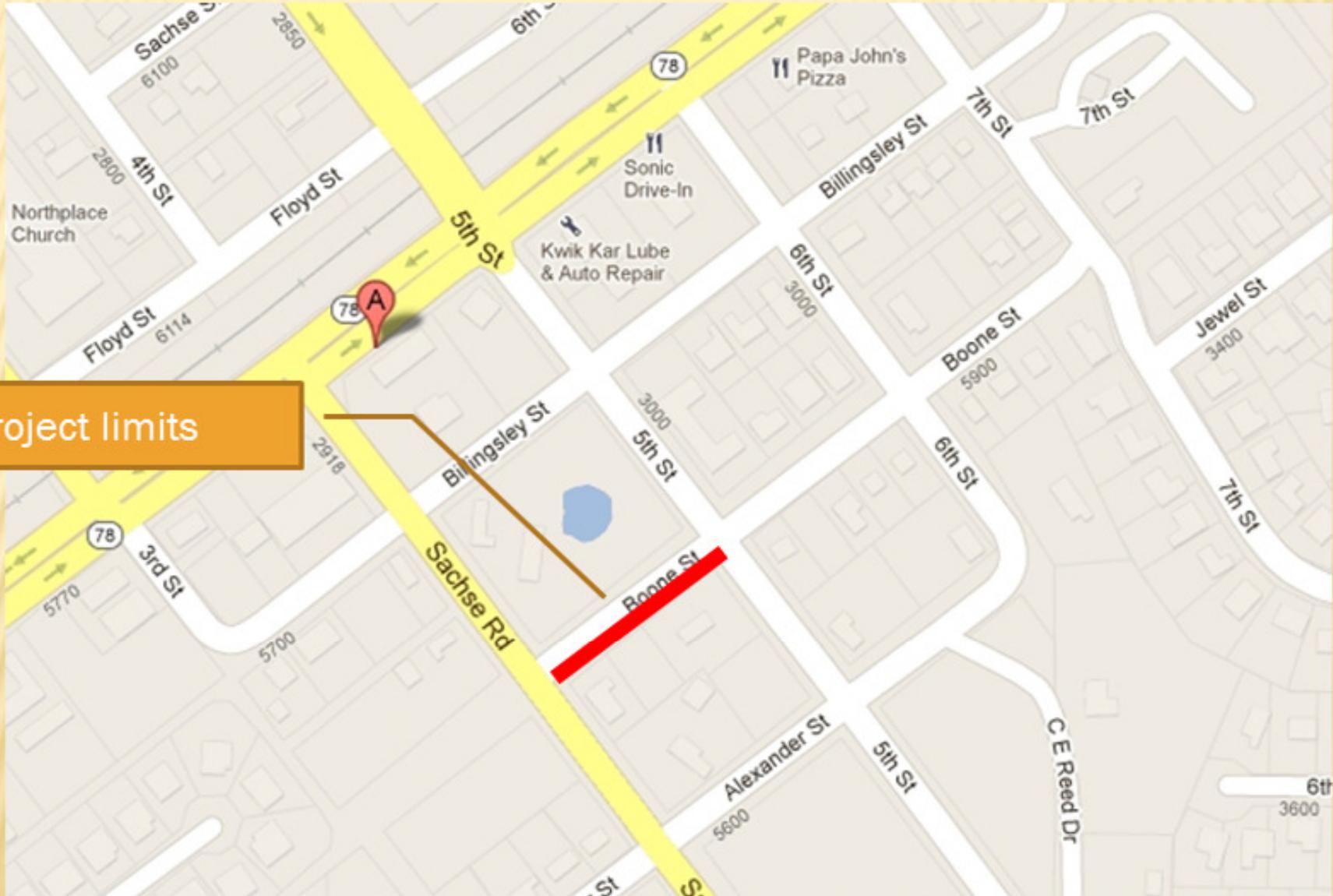
RESOLVED this 19th day of November, 2012. CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

ATTACHMENT 1 - PROJECT MAP





Legislation Details (With Text)

File #: 12-1221 **Version:** 1 **Name:** CD - CODY LAND ABAND
Type: Agenda Item **Status:** Agenda Ready
File created: 11/9/2012 **In control:** City Council
On agenda: 11/19/2012 **Final action:**

Title: Consider adoption of an Ordinance of the City of Sachse, Texas, abandoning all right, title and interest in portions of Hooper Road and Cody Lane described and depicted in Exhibit "A", attached hereto; to the abutting property owner, Woodbridge Properties, LLC; providing for the furnishing of a certified copy of this ordinance for recording in the official public records of Collin County, Texas, as a Quitclaim deed; authorizing the City Manager to execute any documents necessary to complete abandonment; and providing for an effective date.

Sponsors:

Indexes:

Code sections:

- Attachments:** [Draft Ordinance.pdf](#)
[Draft Ordinance - Exhibit A \(page 1 of 2\).pdf](#)
[Draft Ordinance - Exhibit A \(page 2 of 2\).pdf](#)

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

Title

Consider adoption of an Ordinance of the City of Sachse, Texas, abandoning all right, title and interest in portions of Hooper Road and Cody Lane described and depicted in Exhibit "A", attached hereto; to the abutting property owner, Woodbridge Properties, LLC; providing for the furnishing of a certified copy of this ordinance for recording in the official public records of Collin County, Texas, as a Quitclaim deed; authorizing the City Manager to execute any documents necessary to complete abandonment; and providing for an effective date.

Executive Summary

The existing plat for Woodbridge Commons Phase 1 has an approximately 143 foot section of the Cody Lane right-of-way that will be replaced by a new relocated right-of-way currently under construction; and new corresponding utility easements. This item would abandon this unused right-of-way in favor of the existing property owner.

Background

Woodbridge Properties, LLC, is requesting that the City vacate a portion of the existing 60-foot wide right-of-way for Cody Lane. This section of the right-of-way is a curved portion of right-of-way and has an approximate length of 143 feet measured along the centerline of the arc. The section of Cody Lane right-of-way to be abandoned is described and shown in Exhibit "A".

The right-of-way for Cody Lane was originally dedicated with the anticipated relocation of

major communication infrastructure associated with the adjacent radar tower. Relocation would have required costly and lengthy approvals, some of which would need federal government approval due to the nature of the communication infrastructure. The costs and approvals associated with relocating the communication infrastructure became cost prohibitive; therefore, an alternative option was sought. The new alignment of Cody Lane will avoid the relocation of this critical communication infrastructure.

The relocated portion of Cody Lane has already been designed and is currently under construction, with an estimated anticipated completion being early 2013. This relocated portion of Cody Lane will serve as the replacement for the right-of-way proposed to be abandoned. It should be noted that no access to existing properties will be compromised as a result of this abandonment.

Other existing utilities and infrastructure contained within the current right-of-way were evaluated. It will be necessary to extend existing utility and water easements through the right-of-way to be abandoned. This dedication of new easements will be addressed through a Conveyance Plat to be filed with the City of Sachse. The Conveyance Plat will be filed with Collin County immediately following the execution of the right-of-way abandonment.

Policy Considerations

None

Budgetary Considerations

None

Staff Recommendations

Staff recommends approval of an Ordinance of the City of Sachse, Texas, abandoning all right, title and interest in portions of Hooper Road and Cody Lane described and depicted in Exhibit "A", attached hereto; to the abutting property owner, Woodbridge Properties, LLC; providing for the furnishing of a certified copy of this ordinance for recording in the official public records of Collin County, Texas, as a Quitclaim deed; authorizing the City Manager to execute any documents necessary to complete abandonment; and providing for an effective date, as a Consent Agenda Item.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, ABANDONING ALL RIGHT, TITLE AND INTEREST IN PORTIONS OF HOOPER ROAD AND CODY LANE DESCRIBED AND DEPICTED IN EXHIBIT “A”, ATTACHED HERETO; TO THE ABUTTING PROPERTY OWNER, WOODBRIDGE PROPERTIES, LLC; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS ORDINANCE FOR RECORDING IN THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS, AS A QUITCLAIM DEED; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO COMPLETE ABANDONMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Sachse, Texas, has determined that the surface of the street right-of-way and easement described and depicted in Exhibit “A” are no longer needed or necessary for street purposes by the City; and

WHEREAS, the City has determined to abandon such street right-of-way in favor of the Grantee.

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

SECTION 1. That the City of Sachse, Texas, hereby abandons, vacates and quitclaims in favor of the abutting property owner, Woodbridge Properties, LLC (the “Grantee”), all of the City’s right, title and interest of the public in and to the portion of Cody Lane, together with all improvements constructed on the surface thereof, described and depicted in Exhibit “A”, attached hereto and incorporated herein by reference.

SECTION 2. The abandonment and vacation of the right-of-way described in Exhibit “A,” hereto, is subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise owned by third-parties.

SECTION 3. That the said street right-of-way are abandoned, vacated and closed insofar as the right, title and interest of the public to such are concerned. That the City of Sachse does not abandon any other interest other than that described in Exhibit “A”, but does hereby abandon all of its right, title, or interest, either in fee simple or by easement, or otherwise, in the described property, together with any and all improvements thereon, subject to the limitations and reservations stated herein.

SECTION 4. As a further consideration of this abandonment and as a part of the consideration for the quitclaim to Grantee herein, Grantee agrees to indemnify, defend, release and hold the City of Sachse, Texas, its officers, agents and employees (collectively, the “City”), whole and harmless against any and all claims for damages, costs or expenses to persons or property that may arise out of, or be occasioned by or from, the abandonment, closing, vacation, and quitclaim by

the City of Sachse, Texas, of the street right-of-way described in Exhibit "A", and Grantee hereby agrees to defend any and all suits, claims, or causes of action brought against the City on account of the same, and to discharge any judgment or judgments that may be rendered against the City in connection therewith.

SECTION 5. The City Secretary is authorized and directed to prepare a certified copy of this ordinance and furnish the same to abutting property owners, and the recording of this abandonment ordinance in the Official Public Records of Dallas County, Texas, shall serve as the quitclaim deed of the City of Sachse, Texas, of all the right, title or interest of the City of Sachse, Texas, in and to said street right-of-way described and depicted in Exhibit "A", attached hereto, subject to the limitations and reservations of this Ordinance.

SECTION 6. The City Manager is authorized to execute any documents necessary to complete the abandonment contemplated herein.

SECTION 7. This ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provides.

DULY APPROVED AND PASSED by the City Council of the City of Sachse, Texas on the _____ day of _____, 2012.

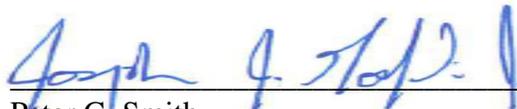
APPROVED:

Mike Felix
Mayor

DULY ENROLLED:

Terry Smith
City Secretary

APPROVED AS TO FORM:



Peter G. Smith
City Attorney
(JG/10-29-12/57956) for

Metes and Bounds Description:

Being a tract of land situated in the James Cumba Survey, Abstract No. 243 and the H.J. Hardin Survey, Abstract No. 438, in the City of Sachse, Collin County, Texas, and being all of the 60' Right-of-Way Dedication for Cody Lane, as shown on the plat of **WOODBRIAGE COMMONS PHASE ONE**, as recorded in Volume 2011, Page 295, of the Map Records of Collin County, Texas (M.R.C.C.T.), said tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5686" found (herein after referred to as a capped iron rod found) at the most westerly corner of said Cody Lane, same being in the northeasterly right-of-way line of Ranch Road, as shown on the plat of **WOODBRIAGE PHASE 8**, as recorded in Volume Q, Page 454, M.R.C.C.T.;

THENCE North 33°17'17" East, along said northwesterly right-of-way line of Cody Lane, a distance of 11.39' to a capped iron rod found at the beginning of a curve to the left, having a radius of 220.00', a central angle of 32°39'14", and a chord which bears, North 16°57'40" East, a chord distance of 123.69';

Thence in a northeasterly direction, along said curve to the left, an arc length of 125.38' to a capped iron rod found for the northwesterly corner of said right-of-way dedication for Cody Lane;

THENCE South 89°21'57" East, along the northerly line of said Cody Lane, a distance of 60.00' to a capped iron rod found at the northeasterly corner of said Cody Lane, same being the northwesterly corner of Lot 2, Block 1, of said **WOODBRIAGE COMMONS PHASE ONE**, same also being at the beginning of a curve to the right, having a radius of 280.00', a central angle of 32°39'14", and a chord which bears, South 16°57'40" West, a chord distance of 157.43';

Thence in a southwesterly direction, along said curve to the right, an arc length of 159.58' to a capped iron rod found for corner;

THENCE South 33°17'17" West, along the southeasterly right-of-way line of Cody Lane, a distance of 11.16' to a capped iron rod found in the aforementioned northeasterly right-of-way line of Ranch Road, same being in a curve to the left, having a radius of 1030.00', a central angle of 03°20'17", and a chord which bears, North 56°55'30" West, a chord distance of 60.00';

Thence in a northwesterly direction, along said curve to the left, an arc length of 60.01' to the **POINT OF BEGINNING** and containing 9,208 square feet or 0.211 of one acre of land, more or less.



DATE:	09/17/2012
SCALE:	1" = 60'
CHK'D. BY:	M.B.A.
DRAWN BY:	C.S.H.
JOB NO.:	2011-0058

RIGHT-OF-WAY ABANDONMENT
0.211 Acres in the
James Cumba Survey - Abst. No. 243
and the
H.J. Hardin Survey - Abst. No. 438
City of Sachse, Collin County, Texas



North Texas Surveying, L.L.C.
Registered Professional Land Surveyors

1515 South McDonald St., Suite 110,
 McKinney, Tx. 75069
 Ph. (469) 424-2074 Fax: (469) 424-1997
 www.northtexassurveying.com

Woodbridge Properties, LLC
Vol. 4771, Pg. 7

1/2" I.R.F.
(C.M.)

Hooper Road
(Vol. 1, Pg. 574)

Lot 2, Block 1
DFW EAST
ASR ADDITION
(Vol. 1, Pg. 574)

5/8" I.R.F.
(C.M.)

N19°35'56"W
54.86'

S89°21'57"E
60.00'

N29°25'04"E
60.46'

L1
S33°17'17"W
11.16'

C1
Radius=280.00'
Arc Length=159.58'
Delta=32°39'14"
Chrd. Brng.=S16°57'40"W
Chord=157.43'



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www.northtexasurveying.com

DATE: 09/17/2012

SCALE: 1" = 60'

CHK'D. BY: M.B.A.

DRAWN BY: C.S.H.

JOB NO.: 2011-0058

SHEET: 2 of 2



Remainder of
Called 14.834 Acres
Woodbridge Properties, LLC
Vol. 5055, Pg. 407

Radius=220.00'
Arc Length=125.38'
Delta=32°39'14"
Chrd. Brng.=N16°57'40"E
Chord=123.69'

Cody Lane
(60' Right-of-Way)
0.211 Acres

Hooper Road
Portion of
30' Right-of-Way
Dedication
(Vol. 1, Pg. 574)
Abandoned By
Ordinance No. 1311
Doc. No.
20110909000958860,
D.R.C.C.T.

Remainder of
Called 125.749 Acres
Woodbridge Properties, LLC
Vol. 5065, Pg. 4376

**RIGHT-OF-WAY
ABANDONMENT**
0.211 Acres in the
James Cumba Survey
Abst. No. 243
and the
H.J. Hardin Survey
Abst. No. 438
City of Sachse,
Collin County, Texas

N33°17'17"E
11.39'

Point of Beginning

L1

Lot 2, Block 1
**WOODBRIDGE COMMONS
PHASE ONE**
(Vol. 2011, Pg. 295)

Lot 1, Block 1
**WOODBRIDGE COMMONS
PHASE ONE**
(Vol. 2011, Pg. 295)

James Cumba Survey
Abstract No. 243

Remainder of
Called 14.834 Acres
Woodbridge Properties, LLC
Vol. 5055, Pg. 407

I.R.F. - Iron Rod Found
(C.M.) - Controlling Monument

C.I.R.F.
1/2" iron rod with a
yellow plastic cap
stamped "RPLS 5686"

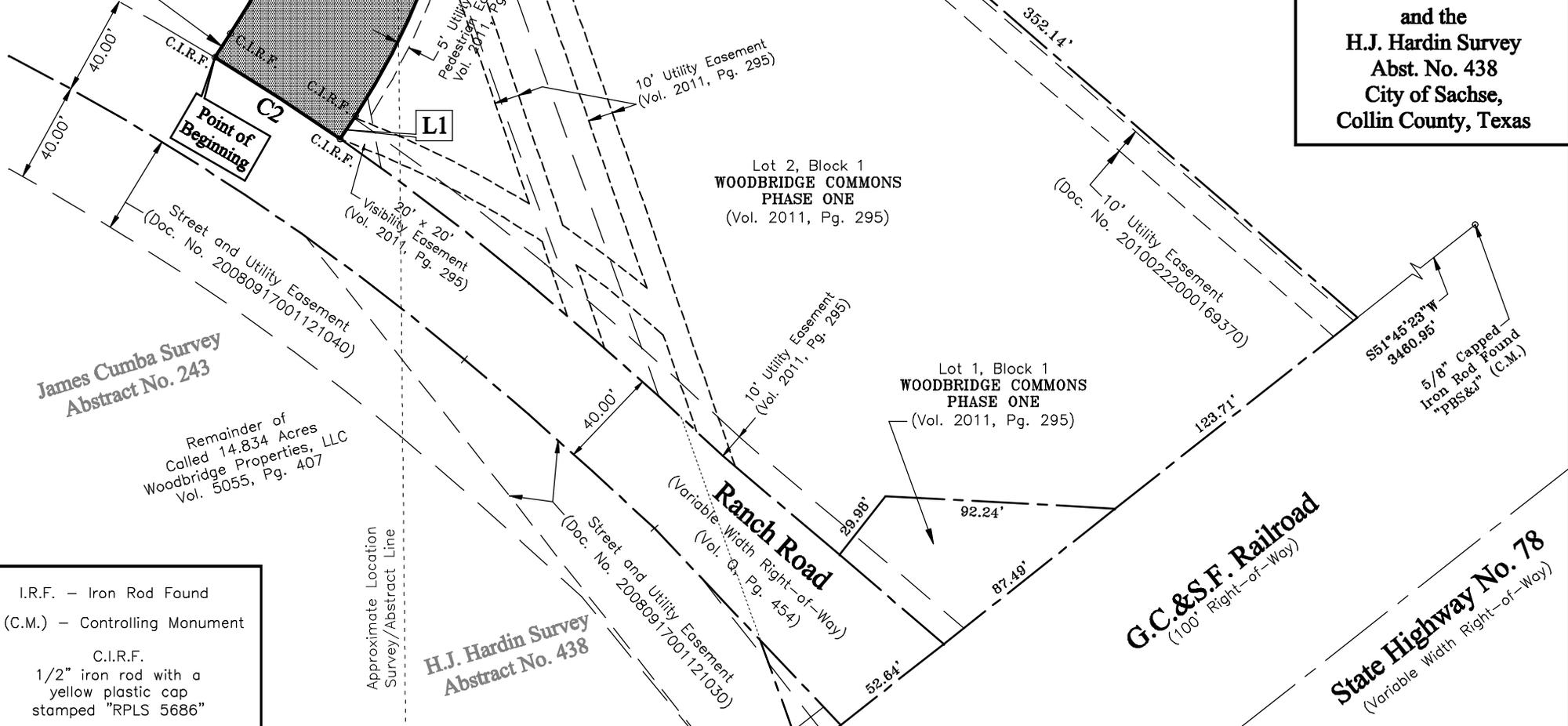
Approximate Location
Survey/Abstract Line

H.J. Hardin Survey
Abstract No. 438

Ranch Road
(Variable Width Right-of-Way)
(Vol. 0, Pg. 454)

G.C.&S.F. Railroad
(100' Right-of-Way)

State Highway No. 78
(Variable Width Right-of-Way)





Legislation Details (With Text)

File #: 12-1218 **Version:** 1 **Name:** Staff Briefing: Public Works
Type: Agenda Item **Status:** Agenda Ready
File created: 11/8/2012 **In control:** City Council
On agenda: 11/19/2012 **Final action:**
Title: Staff Briefing: Public Works

Executive Summary

Each month a briefing is given to City Council providing an update of activities and events for a specific department. This month, the Public Works Department will brief Council on the water, wastewater, streets, and drainage systems.

Sponsors:

Indexes:

Code sections:

Attachments: [public works staff briefing 111912.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Staff Briefing: Public Works

Executive Summary

Each month a briefing is given to City Council providing an update of activities and events for a specific department. This month, the Public Works Department will brief Council on the water, wastewater, streets, and drainage systems.

Background

Each month a briefing is given to City Council providing an update of activities and events for a specific department. This month, the Public Works Department will brief Council on the water, wastewater, streets, and drainage systems.

Policy Considerations

N/A

Budgetary Considerations

N/A

Staff Recommendations

This item is informational only. No action is needed.



Public Works Department

Wastewater System

- Maintain 5 Lift Stations
- Maintain 2 Outfall Metering Stations
- Maintain 89 Miles of Sewer Mains
- Maintain 7500 Service Connections
- Inflow and Infiltration Reduction
- Pipeline Video Inspections, Rain Guards



Public Works Department

Water System

- Maintain 2 Pumping Stations – 6 Pumps
- Maintain 106 Miles of Water Mains – 7600 Connections
- Maintain 4 Ground Storage Tanks + 2 Elevated Tanks
- Maintain 770 Fire Hydrants
- TCEQ Annual Inspection – No Violations
- Daily and Bi-weekly Sampling



Public Works Department

Streets and Drainage

- Maintain 125 Miles of Paved Roadways
- Maintain 50 Miles of Storm Drain Piping and Structures
- Traffic Control Signage / Pavement Markings
- Street I.D. Signage
- Sidewalk and Alley Repairs



Legislation Details (With Text)

File #: 12-1207 **Version:** 1 **Name:** Administer Oath of Office to newly appointed Board and Commission Members.

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

File created: 11/7/2012 **In control:** City Council

On agenda: 11/19/2012 **Final action:**

Title: Administer Oath of Office to newly appointed Board and Commission Members.

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

Sponsors:

Indexes:

Code sections:

Attachments: [Oath.pdf](#)

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

Title

Administer Oath of Office to newly appointed Board and Commission Members.

Executive Summary

Mayor Felix will administer the Oath of Office to the new appointees.

Background

The annual Board and Commission appointments were made on November 5, 2012. Members must take the Oath of Office to assume the duties of their office.

Policy Considerations

Appointments leave the City Boards and Commissions at full membership.

Budgetary Considerations

None.

Staff Recommendations

Mayor Felix administer the Oath of Office to the newly appointed Board and Commission Members.

In the name and by the authority of

THE STATE OF TEXAS

OATH OF OFFICE

SAMPLE

I, Warren Becker do solemnly swear, that I will faithfully execute the duties of the office of the Planning And Zoning Commission Member, 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 November, 2012.

Signature of person administering oath

Printed Name

Title



Legislation Details (With Text)

File #:	12-1228	Version:	1	Name:	North Place Church Facilities Agreement
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	11/14/2012	In control:		In control:	City Council
On agenda:	11/19/2012	Final action:		Final action:	
Title:	Consider 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 and Northplace Church of the Assemblies of God; and providing an effective date.				

Executive Summary

Northplace Church in Sachse, Texas is constructing a new facility located south of the President George Bush Turnpike and east of Miles Road along Pleasant Valley Road. In order to serve the facility with water, the church is required to construct approximately 2,867 linear feet of waterline. To serve the development, an 8 inch waterline is required. However, Sachse's Capital Improvement Plan includes a 12 inch waterline instead of an 8 inch waterline. This facilities agreement would allow for the City's participation in the cost to upsize the waterline from an 8 inch line to a 12 inch line. The City's costs would cover the true cost of the upsizing not exceed \$43,000.

Sponsors:

Indexes:

Code sections:

- Attachments:**
- [NorthPlaceResolution.pdf](#)
 - [NPC - Facilities Agreement.pdf](#)
 - [WaterLineLocation.pdf](#)
 - [Exhibit A Facilities Agreement.pdf](#)
 - [Exhibit B Facilities Agreement.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a facilities agreement, by and between the City of Sachse and Northplace Church of the Assemblies of God; and providing an effective date.

Executive Summary

Northplace Church in Sachse, Texas is constructing a new facility located south of the President George Bush Turnpike and east of Miles Road along Pleasant Valley Road. In order to serve the facility with water, the church is required to construct approximately 2,867 linear feet of waterline. To serve the development, an 8 inch waterline is required. However, Sachse's Capital Improvement Plan includes a 12 inch waterline instead of an 8 inch waterline. This facilities agreement would allow for the City's participation in the cost to upsize the waterline from an 8 inch line to a 12 inch line. The City's costs would cover the true cost of the upsizing not exceed \$43,000.

Background

Northplace Church in Sachse owns property south of Pleasant Valley Road and generally shown on the attached Waterline Location exhibit. The church plans to construct a new facility at that location including a new building with parking.

In order to serve the new facility with water, a new 2,867 linear foot waterline is must be constructed as shown on the attached location exhibit. The required pipe diameter to meet water needs of the facility is 8 inches. However, the City will eventually need a 12 inch waterline to service development adjacent to the new waterline. The City may fund the additional costs incurred by upsizing the 8 inch waterline to a 12 inch waterline and, in doing so, will save the future cost of constructing a parallel waterline adjacent to an 8 inch waterline. The budget for the upsizing cost is \$43,000. In the attached draft facilities agreement, the City would reimburse the church for the true costs of the upsizing not to exceed \$43,000.

The facilities agreement also includes the construction of two turn lanes by Northplace Church on Pleasant Valley Road to serve the church parking lots.

Finally, the facilities agreement includes provisions requiring the church to connect their sanitary sewer system to a public sanitary sewer system once it is made available. Sachse's Code of Ordinances does not prohibit the installation of an On-Site Sewage Facility (OSSF). The church will provide the design of an OSSF to serve the structure until a public sanitary sewer is installed. OSSF's are regulated by state law. The facilities agreement requires that the church either construct improvements connecting the private sanitary sewer system to the public system or reimburse the City for the costs of making the connection should the church not construct the required connection to the public sanitary sewer system.

The City Attorney's office has reviewed the draft facility agreement and city staff has worked with the church on all specific terms included in the agreement.

Policy Considerations

This agreement would result a completed section of 12" water line included in the City's Capital Improvements Plan.

Budgetary Considerations

Funds for the upsizing of the waterline will be paid out of current funds collected from Impact Fees.

Staff Recommendations

Staff recommends the approval of 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 and Northplace Church of the Assemblies of God; and providing an effective date.

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 AND NORTHPLACE CHURCH OF THE ASSEMBLIES OF GOD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Northplace Church of the Assemblies of God (“Developer”) is the owner of real property in Sachse, Texas, that is more fully described in the attached Facilities Agreement between the City of Sachse and Developer (the “Agreement”); and

WHEREAS, the City desires to improve the City’s waterworks system by installing a twelve (12) inch water line in accordance with the City’s Master Water Plan that will serve Developer’s property and adjoining properties within the City and Developer shall install such water line; and

WHEREAS, the City agrees to reimburse Developer through a credit towards Impact Fees, if any, for the difference in the actual costs attributed to the upsizing of the line from an eight (8) inch to a twelve (12) inch water line; and

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

WHEREAS, Developer proposes to install two auxiliary lanes with pavement markings along Pleasant Valley Road to serve the two driveways which access Pleasant Valley Road; and

WHEREAS, the City Council of the City of Sachse has been presented with the proposed Facilities 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 Facilities Agreement with Developer.

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

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

EXHIBIT "A"
FACILITIES AGREEMENT

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; 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.

“Developer” shall mean Northplace Church of the Assemblies of God.

“Impact Fees” shall mean water impact fees.

“Improvements” shall mean the Water Line.

“On-Site Sewage Facility” shall mean developer’s on-site sewage disposal system used to treat and dispose of sewage on developer’s property.

“Preliminary Plans” shall mean the preliminary plans submitted to the City for approval on August 29, 2012.

“Water Line” shall mean a twelve (12) inch water line approximately 2,867 LF in length to be constructed within 12 months from the time the construction plans are released for construction by the City as depicted in Exhibit “B”.

Article III Waterline and Roadway Improvements

3.1 Construction of Water Line. Developer agrees to design and install a 12-inch Water Line, as depicted in Exhibit “B” attached hereto, (the “Water Line”) in accordance with the applicable standards, ordinances and regulations adopted by the City and Approved Plans (“City Standards”). 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.

The Plans shall include an estimated cost of design and construction of the Water Line. Subject to extensions for delays caused by events of Force Majeure, Developer 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 Roadway Improvements. Developer shall construct or cause to be constructed, at Developer's sole cost auxiliary lanes on Pleasant Valley Road as shown on the Preliminary Plans dated August 29, 2012. Developer shall prepare construction plans and pavement marking plans, prepared by a licensed engineer in the State of Texas, and submit them to the City for review and approval prior to constructing said auxiliary lane.

Article IV Connection to Sanitary Sewer

4.1 Prior to the issuance of a Certificate of Occupancy by the City, the Developer shall provide to the City "AS-BUILT" or a "RECORD DRAWING" ("Drawings") sealed by an engineer or surveyor licensed in the State of Texas, which said Drawings shall clearly indicate the horizontal location, invert elevation, permanent benchmarks, appurtenance information, and profile of the private On-Site Sewage Facility drawn to a standard scale no greater than 1:40.

4.2 Within six (6) months of the City providing notice to the Developer that a public sanitary sewer has been completed and is located within 300' of Developer's property line, the Developer shall submit construction plans to the City prepared by a licensed engineer in the State of Texas for connecting the Developer's private sanitary sewer system to the public sanitary sewer system and for abandoning the On-Site Sewage Facility.

4.3. Within eighteen (18) months of the City providing notice to the Developer that a public sanitary sewer has been completed, the Developer shall construct or have constructed the necessary improvements to abandon the On-Site Sewage Facility and to connect the private sanitary sewer system to the public sanitary sewer system.

4.4 Within twenty four (24) months of the City providing notice to the Developer that a public sanitary sewer has been completed, the Developer shall provide documentation demonstrating that all requirements for the abandoning of the On-Site Sewage Facility have been met to the satisfaction of the Texas Commission on Environmental Quality and/or Dallas County.

4.5 In the event the Developer has not completed all of the foregoing requirements prior to thirtieth (30th) month after the City having provided written notice to the Developer that a public sanitary sewer has been completed, the City may cause to have constructed the necessary improvements to abandon the On-Site Sewage Facility and to connect the private sanitary sewer system to the public sanitary sewer system. (hereinafter referred to as "Improvements"). In the event the City causes to have constructed the necessary Improvements to abandon the On-Site Sewage Facility and to connect the private sanitary sewer system to the public sanitary sewer system, the Developer agrees to execute any and all necessary temporary construction easements required for the construction of the Improvements.

4.6 In the event the City causes to have constructed the necessary Improvements to abandon the On-Site Sewage Facility and to connect the private sanitary sewer system to the public sanitary sewer system, Developer agrees to reimburse the City for all costs associated with designing and constructing the Improvements within thirty (30) days of receiving a final invoice for the cost of said Improvements. In the event Developer does not remit payment in full to the City within thirty (30) days, Developer agrees that the City shall place a lien on the Developer's property in an amount not to exceed the total cost to design and construct said Improvements.

Article V Compensation

5.1 City's Cost Participation for Water Line Improvement. Upon Completion of Construction the City agrees to reimburse the Developer for the difference in the actual costs between the installation of an eight (8) inch waterline and the twelve (12) inch waterline (the "Oversizing Costs"), for an amount not to exceed \$43,000. The City shall reimburse the Developer through a credit towards Impact Fees, if any, given the Developer's exemption to Impact Fees by City ordinance, in an amount not to exceed the Oversizing Costs ("Credit"). In the event the Credit exceeds any such Impact Fees imposed against the Property, the City agrees to pay the Developer the remaining or unused portion of the Credit within thirty (30) days after Completion of Construction and receiving a written invoice from the Developer for the Oversizing Costs.

Article VI Notice

6.1 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: Pastor R. Bryan Jarrett
2709 3rd Street
Sachse, Texas 75048

With a Copy to:
Brooke Asiatico
Asiatico & Associates, PLLC
2201 N. Central Expwy., Suite 225
Richardson, Texas 75080

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

Article VII Indemnification

7.1 DEVELOPER HEREBY RELEASES, RELINQUISHES AND DISCHARGES AND, AT ITS SOLE COST AND EXPENSE, SHALL INDEMNIFY, PROTECT, SAVE HARMLESS AND DEFEND CITY, ITS 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 DEVELOPER OR THE CITY) OR CASUALTY TO PROPERTY (WHETHER IT BE THAT OF THIRD PERSONS OR OF EITHER DEVELOPER OR THE CITY) CAUSED BY, GROWING OUT OF OR HAPPENING IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF THE DEVELOPER, 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 VIII
Insurance**

8.1 Developer agrees to maintain comprehensive general liability and contractual liability insurance with minimum limits of two million dollars (\$1,000,000.00) per occurrence, four million dollars (\$2,000,000.00) aggregate. Developer shall provide automobile liability coverage in the amount of one million dollars (\$500,000.00) combined single limit. In addition, Developer shall provide or require minimum statutory worker's compensation coverage for all covered employees. A Certificate of Insurance shall be provided to the City by Developer, reasonably satisfactory to the City 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 thirty (30) days' prior written notice. The commercial general liability policy will name the City as additional insured 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 Developer or anyone for whom Developer is responsible. Any deductible or self-insured retention on the required insurance shall be the responsibility of Developer. Developer will include copies of relevant endorsements or policy provisions with the required Certificate of Insurance. Nothing contained in this Section limits Developer's liability to the City to the limits of insurance certified or carried by Developer. If Developer utilizes subcontractors in performance of this Agreement, the subcontractors must meet the same insurance requirements as the Developer. If a subcontractor does not meet the coverage requirements of this Section, the subcontractor must either supplement the deficient areas of coverage or Developer must certify that Developer has acquired sufficient coverage to supplement the deficiency of subcontractor.

**Article IX
Termination**

9.1 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 if 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 X
Miscellaneous**

10.1 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.

10.2 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.

10.3 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. 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.

10.4 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.

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

10.6 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.

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

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

10.9 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.

10.10 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.

10.11 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 and the City. No other person or entity is a third-party beneficiary of this Agreement.

10.12 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.

10.13 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.

(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 William K. George, City Manager of the City of Sachse, Texas, 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.

Northplace Church of the Assemblies of God

By: _____
R. Bryan, Jarrett, President

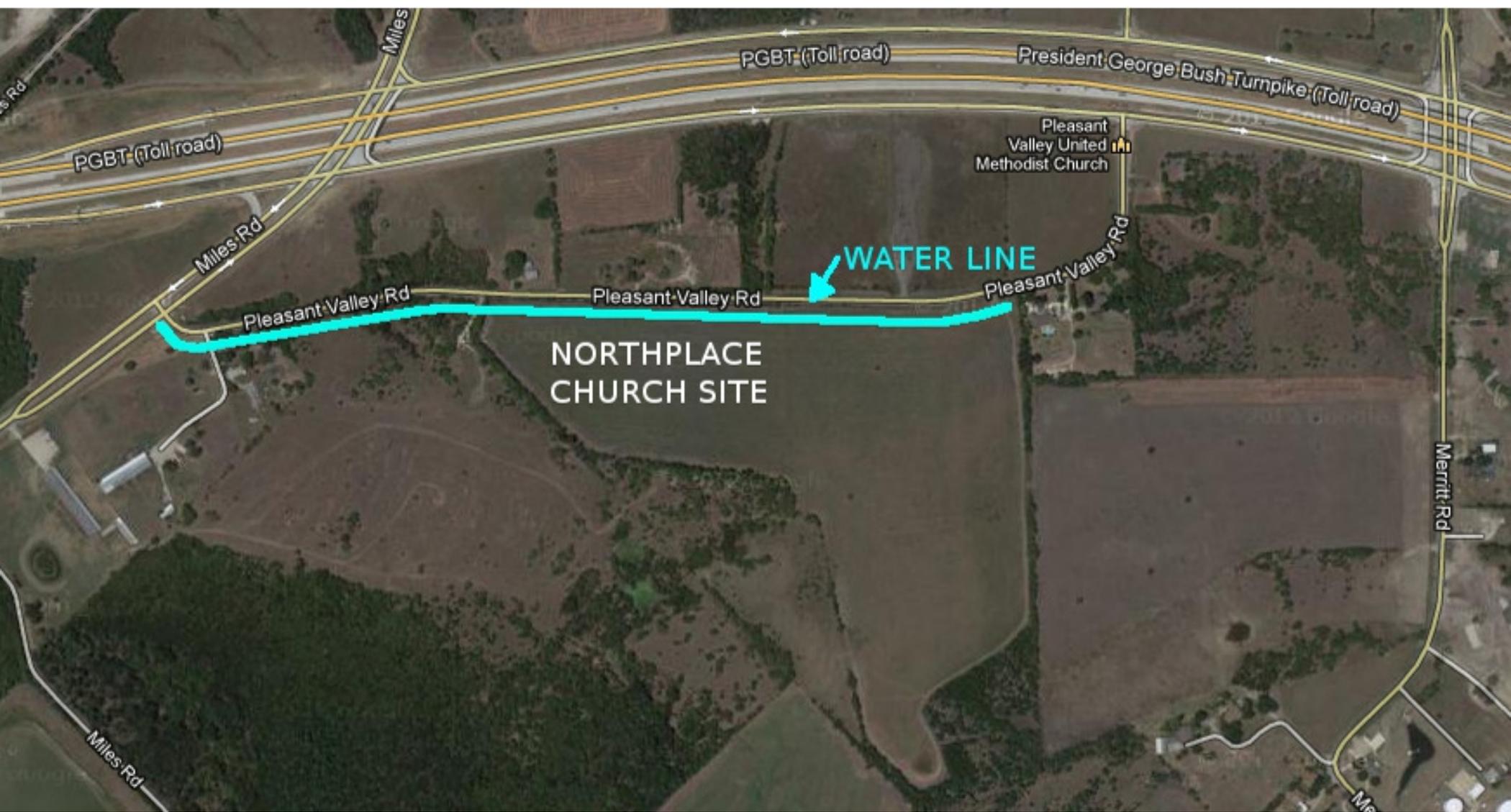
THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2012, by R. Bryan Jarrett, President and Sr. Pastor of Northplace Church of the Assemblies of God, a nonprofit corporation existing under the laws of the State of Texas, in such capacity on behalf of said nonprofit corporation.

Notary Public – State of Texas
My commission expires:_____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

**EXHIBIT B
DEPICTION ON WATERLINE**



PGBT (Toll road)

President George Bush Turnpike (Toll road)

PGBT (Toll road)

Pleasant Valley United Methodist Church

Miles Rd

WATER LINE

Pleasant Valley Rd

Pleasant Valley Rd

Pleasant Valley Rd

NORTHPLACE CHURCH SITE

Merritt Rd

Miles Rd

City of Sachse/Northplace Church of the Assemblies of God

Facilities Agreement

Exhibit "A"

Legal Description of Property

Being a tract of land situated in the Reason Crist Survey Abstract No. 225, the Daniel Crist Survey Abstract No. 226 and the Samuel Compton Survey Abstract No. 386, in the Cities of Sachse, Garland and Rowlett, Dallas County, Texas, being all of a called 40.00 acre tract as described in Volume 83001, Page 981, of the Deed Records of Dallas County, Texas, all of a called 58.103 acre tract as described in Volume 86108, Page 175, of said Deed Records and part of a called 57.793 acre tract as described in Volume 73079, Page 2457, of said Deed Records, and being more particularly described as follows:

BEGINNING, at the southwest corner of the called 40 acre tract, a disturbed 3/4 " iron bar found and reset, also being on the northwest line of the Reason Crist Survey Abstract No. 225 and the southeast line of the Daniel Crist Survey Abstract No. 226;

Thence, N 44 degrees 54 minutes 31 seconds E, with the survey line and northwest line of said 40.00 acre tract, for a distance of 858.57 feet, to the northwest corner, also being the southwest corner of the called 58.103 acre tract;

Thence, N 44 degrees 41 minutes 52 seconds E, continuing with the survey line and the northwest line of said 58.103 acre tract, for a distance of 666.11 feet, to a 1/2 " iron pipe found at the remains of an old corner post;

Thence, N 42 degrees 19 minutes 39 seconds W, departing said line and with an old fence and tree line, for a distance of 309.34 feet, to a point near the center of Pleasant Valley Road;

Thence, N 78 degrees 48 minutes 05 seconds E, with said road, for a distance of 652.99 feet, to an angle point;

Thence, S 88 degrees 38 minutes 55 seconds E, continuing with said road, for a distance of 230.10 feet;

Thence, S 20 degrees 00 minutes 46 seconds W, passing a fence post at 26.8' and continuing for a total distance of 30.16 feet, to a 5/8 " iron rod found, being called the south line of Pleasant Valley Road (Called 60' R.O.W.);

Thence, N 89 degrees 55 minutes 36 seconds E, with the south line of Pleasant Valley, for a distance of 1517.67 feet, to a 5/8" iron rod found at the beginning of a curve to the left with a central angle of 05 degrees 03 minutes 00 seconds and a radius of 1940.00';

Thence, continuing with said south line and curve to the left, for an arc length of 170.99 feet, to a 1/2" iron rod set with a yellow cap stamped SLS 4415, being the northwest corner of a called 14.4533 acre tract as described in Clerks Document No. 20070414298, of said Deed Records;

Thence, S 03 degrees 07 minutes 31 seconds E, with the west line of said 14.4533 acre tract, for a distance of 1857.52 feet, to a 5/8" iron rod found, in an old fence line, being the south line of said 57.793 acre tract;

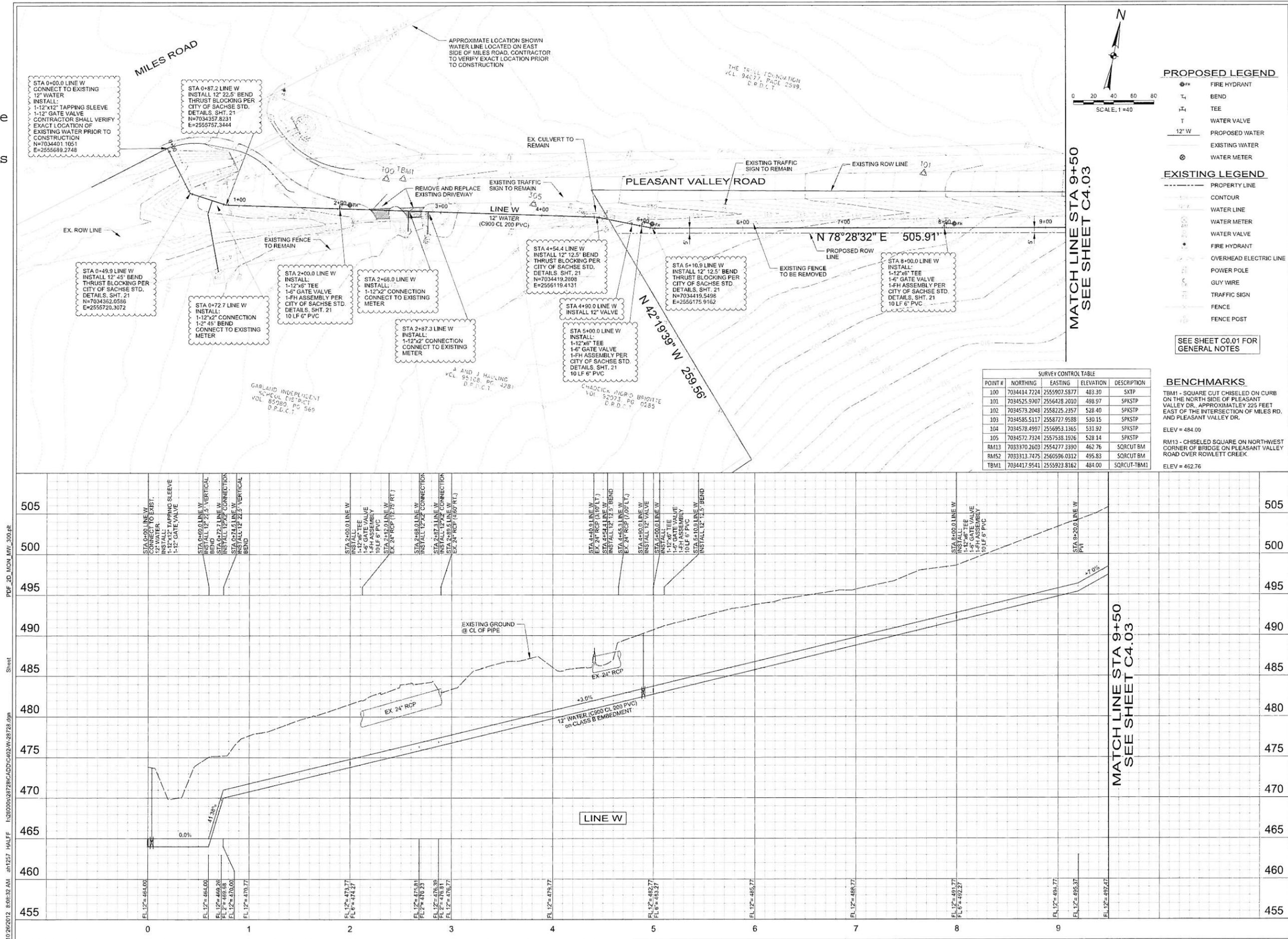
Thence, S 69 degrees 51 minutes 07 seconds W, with said south line and fence line, for a distance of 127.94 feet, to a 1/2" iron rod found at the base of a fence post, being southwest line of the Samuel Compton Survey and the northeast line of the Reason Crist Survey;

Thence, N 45 degrees 12 minutes 55 seconds W, with said survey line and the southwest line of said 57.793 acre tract, for a distance of 678.77 feet, to a 3/4" iron bar found, at the northeast corner of the 58.103 acre tract;

Thence, S 46 degrees 13 minutes 57 seconds W, departing said line and with the southeast line of said 58.103 acre tract, for a distance of 1182.42 feet, to a 3/4" iron bar found, being the southeast corner of said 58.103 acre tract, same being the northeast corner of said 40.00 acre tract;

Thence, S 46 degrees 20 minutes 06 seconds W, with the southeast line of the 40.00 acre tract, for a distance of 858.95 feet, to a point on a monitoring well, being the projected centerline of Miles Road;

Thence, N 45 degrees 24 minutes 43 seconds W, with said projection and centerline of Miles Road, for a distance of 2020.86 feet, to the Point Of Beginning, containing 6,195,458.48 square feet or 142.228 acres of land, more of less.



PROPOSED LEGEND

- FH FIRE HYDRANT
- ⊥ BEND
- ⊥ TEE
- ⊥ WATER VALVE
- 12" W PROPOSED WATER
- EXISTING WATER
- ⊙ WATER METER

EXISTING LEGEND

- PROPERTY LINE
- CONTOUR
- WATER LINE
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- OVERHEAD ELECTRIC LINE
- POWER POLE
- GUY WIRE
- TRAFFIC SIGN
- FENCE
- FENCE POST

SEE SHEET C0.01 FOR GENERAL NOTES

SURVEY CONTROL TABLE			
POINT #	NORTHING	EASTING	ELEVATION
100	7034414.7224	2555907.5877	483.30
101	7034525.9707	2556428.2010	498.97
102	7034573.2048	2558225.2357	528.40
103	7034585.5117	2558727.9588	530.15
104	7034578.4997	2556953.1365	531.92
105	7034572.7324	2557538.1926	528.14
RM13	7033370.2603	2554277.3390	462.76
RM52	7033313.7475	2560596.0312	495.83
TBM1	7034417.9541	2555923.8162	484.00

BENCHMARKS

TBM1 - SQUARE CUT CHISELED ON CURB ON THE NORTH SIDE OF PLEASANT VALLEY DR. APPROXIMATELY 225 FEET EAST OF THE INTERSECTION OF MILES RD. AND PLEASANT VALLEY DR.
ELEV = 484.00

RM13 - CHISELED SQUARE ON NORTHWEST CORNER OF BRIDGE ON PLEASANT VALLEY ROAD OVER ROWLETT CREEK
ELEV = 462.76

NORTHPLACE CHURCH
PLEASANT VALLEY ROAD
SACHSE, TEXAS



Revision No.	Date	Description

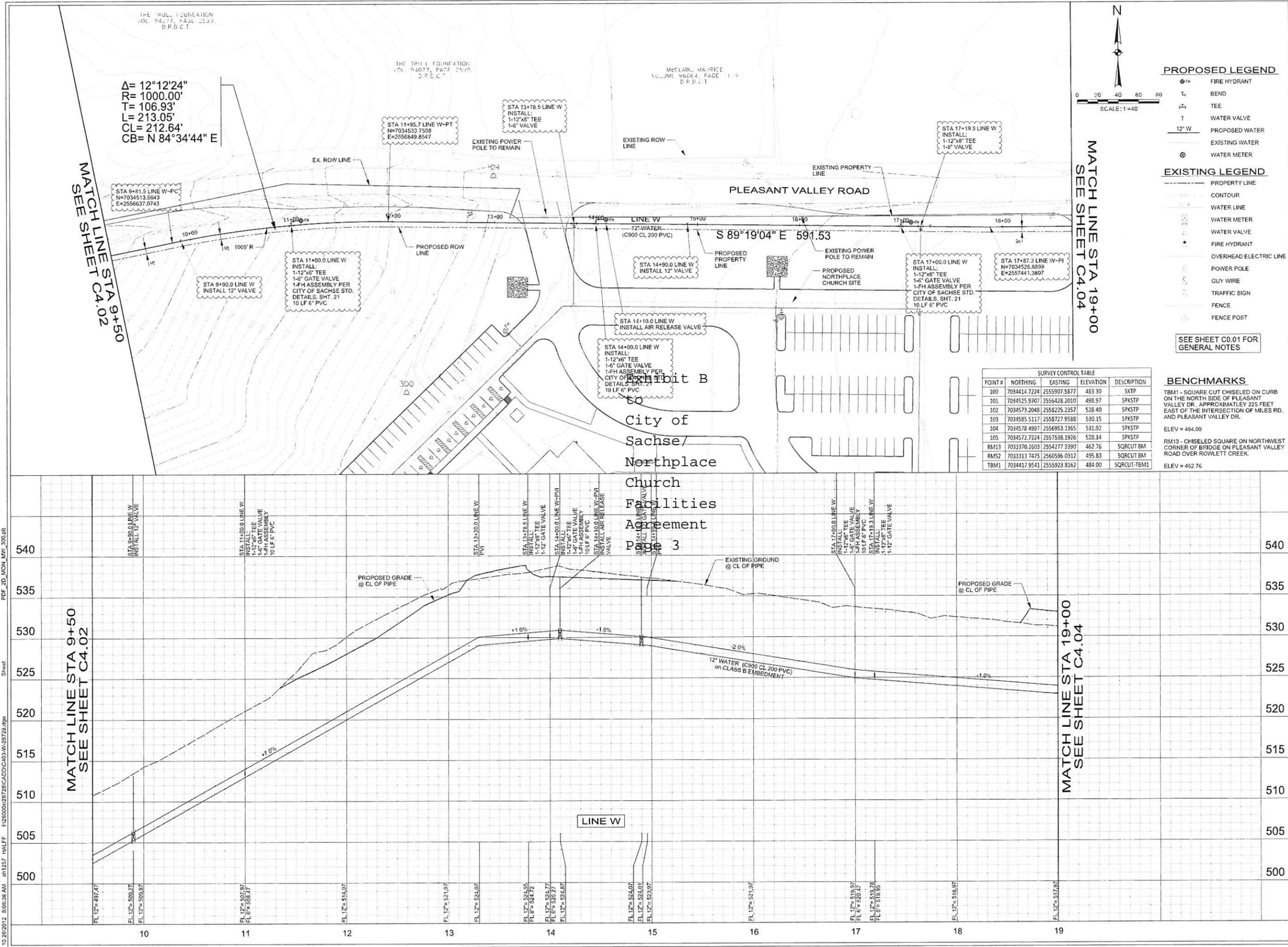
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FOR INTERIM REVIEW ONLY
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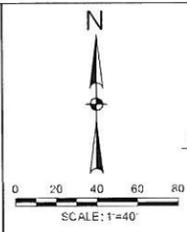
ROBERT L. GOSSETT 107349
NAME P.E. NO.
DATE 10-25-2012
TYPE FRU # F.312

Project No.	28728
Issued	OCTOBER, 2012
Drawn By	CAD
Checked By	REG
Scale	AS NOTED
Sheet Title	OFF-SITE WATER PLAN/PROFILE
Sheet Number	C4.02

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$\Delta = 12^\circ 12' 24''$
 $R = 1000.00'$
 $T = 106.93'$
 $L = 213.05'$
 $CL = 212.64'$
 $CB = N 84^\circ 34' 44'' E$



- PROPOSED LEGEND**
- FIRE HYDRANT
 - BEND
 - TEE
 - WATER VALVE
 - PROPOSED WATER
 - EXISTING WATER
 - WATER METER
- EXISTING LEGEND**
- PROPERTY LINE
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SEE SHEET C0.01 FOR GENERAL NOTES

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RM52	7033313.7475	2560596.0312	495.83	SQR CUT BM
TBM1	7034417.9541	2555923.8162	484.00	SQR CUT-TBM1

BENCHMARKS

TBM1 - SQUARE CUT CHISELED ON CURB ON THE NORTH SIDE OF PLEASANT VALLEY DR. APPROXIMATELY 225 FEET EAST OF THE INTERSECTION OF MILES RD. AND PLEASANT VALLEY DR.
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 ELEV = 462.76

**NORTHPLACE CHURCH
 PLEASANT VALLEY ROAD
 SACHSE, TEXAS**



Revision No.	Date	Description

PRELIMINARY
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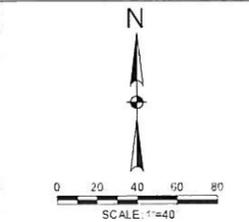
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ROBERT E. COSSETT 107248
 NAME P.E. NO.
 DATE 10-26-2012
 TYPE: FRM # F-312

Project No.:	28728
Issued:	OCTOBER 2012
Drawn By:	CAD
Checked By:	REG
Scale:	AS NOTED
Sheet Title:	OFF-SITE WATER PLAN/PROFILE
Sheet Number:	C4.03

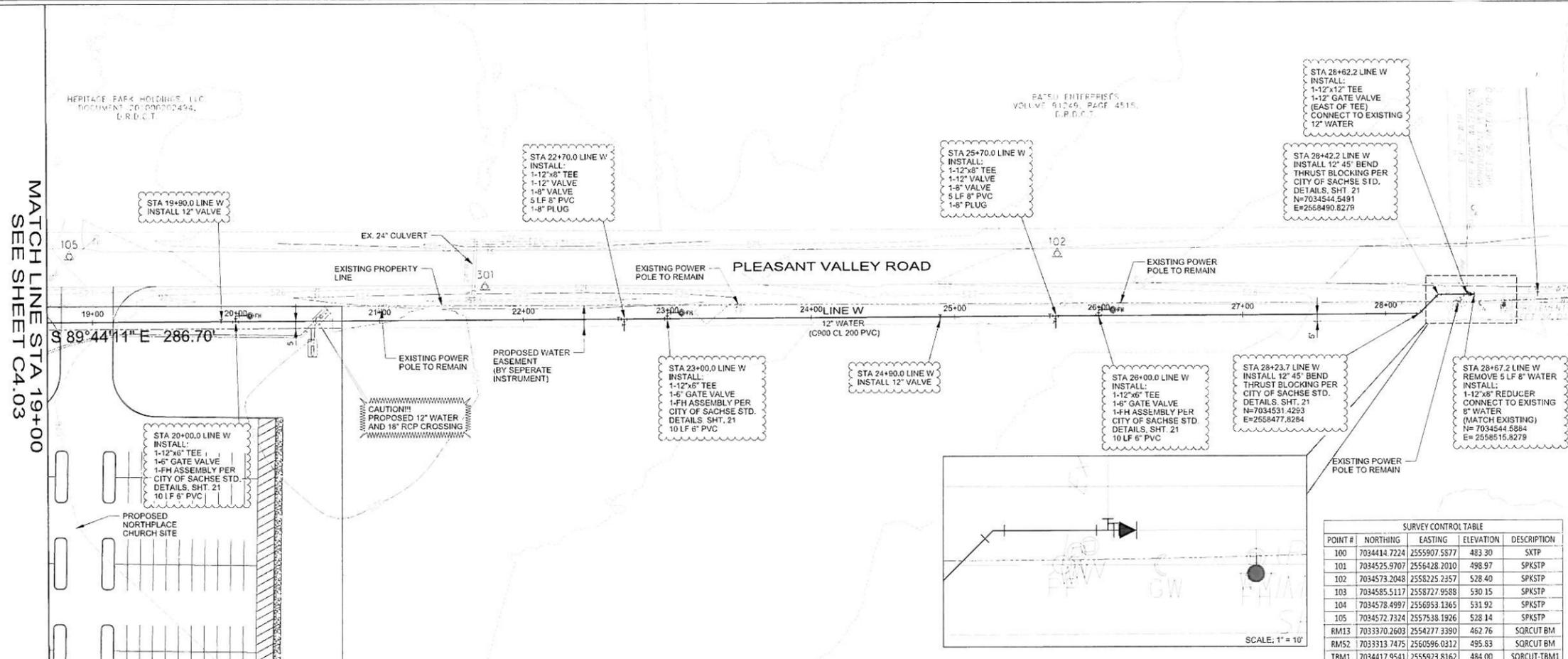
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**NORTHPLACE CHURCH
PLEASANT VALLEY ROAD**
SACHSE, TEXAS



- PROPOSED LEGEND**
- FH FIRE HYDRANT
 - ⌒ BEND
 - T TEE
 - ⊥ WATER VALVE
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 - ⊙ TRAFFIC SIGN
 - GENERAL NOTES
 - FENCE
 - ⊙ FENCE POST

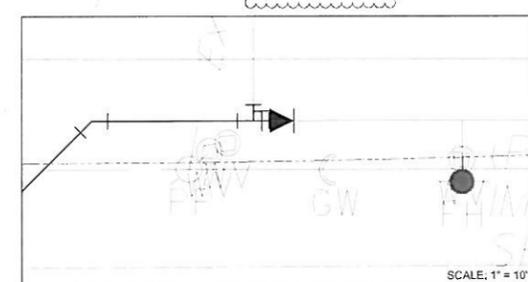
MATCH LINE STA 19+00
SEE SHEET C4.03



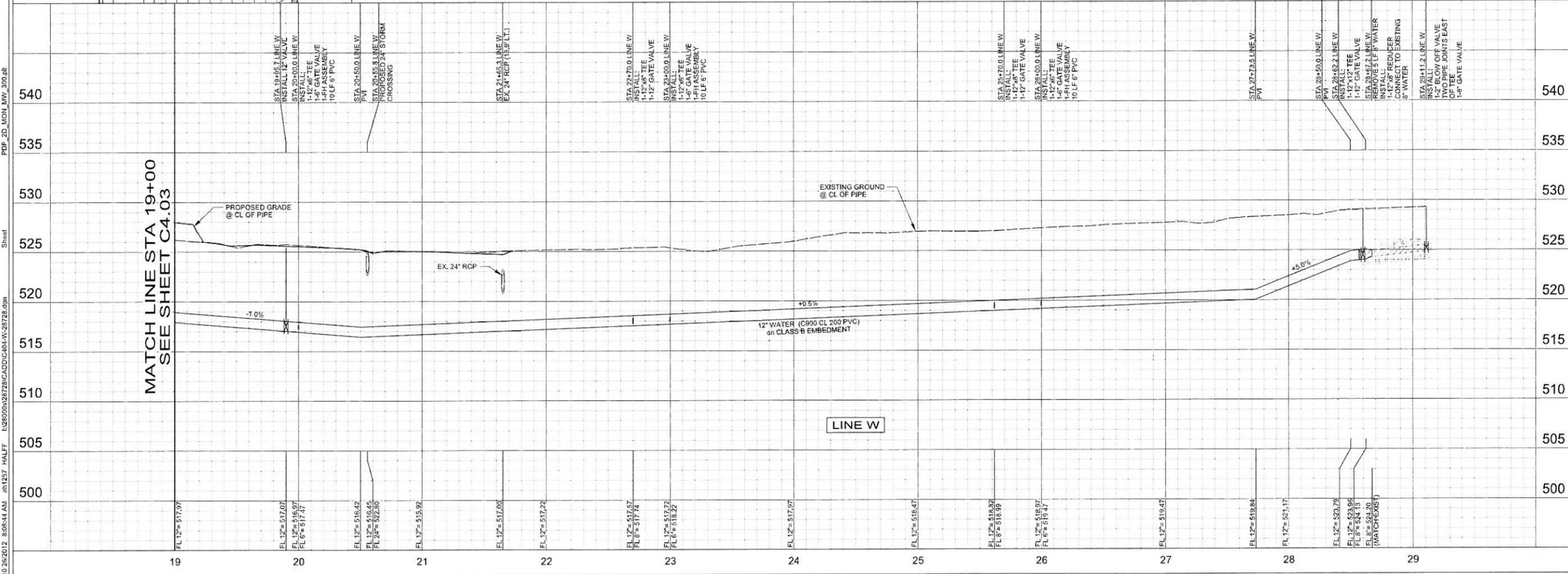
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MATCH LINE STA 19+00
SEE SHEET C4.03



Revision No.	Date	Description

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C4.04
Sheet Number



Legislation Details (With Text)

File #: 12-1205 **Version:** 1 **Name:** Set date for Independence Day event.
Type: Agenda Item **Status:** Agenda Ready
File created: 11/6/2012 **In control:** City Council
On agenda: 11/19/2012 **Final action:**
Title: Consider a date for the Independence Day event, the Red, White & Blue Blast.

Executive Summary
Set date for Independence Day event in Sachse.

Sponsors:

Indexes:

Code sections:

Attachments: [zambelli contract cc.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a date for the Independence Day event, the Red, White & Blue Blast.

Executive Summary

Set date for Independence Day event in Sachse.

Background

Each year, staff schedules the date for the annual Independence Day event well in advance in order to obtain the July 3rd date. By hosting the event on the 3rd rather than the 4th, the cost of the fireworks are discounted 50%. This is our sixth year and the event has been held on the 3rd each year except in 2011, when the 3rd fell on a Sunday and staff opted to schedule the event on Saturday, July 2nd. In 2013, the 3rd will be a Wednesday, with most people enjoying a day off on Thursday the 4th. This year, 2012, the event was held on Tuesday, July 3rd and we experienced a very good turnout. There is good reason to anticipate the same type of turnout next year if the event is held on Wednesday, July 3rd. It is also beneficial to our citizens to keep it consistently on the 3rd.

Policy Considerations

N/A

Budgetary Considerations

The budget line item for this event is \$14,000.00. Hosting the event on July 3rd ensures the cost will be under budget at \$13,100.00, the same amount as last year.

Staff Recommendations

Approval of July 3, 2013 as the date for our Independence Day event in Sachse.

ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT for the sale of Fireworks made and concluded this 1st day of November A.D., 2012, by and between

Zambelli Fireworks Manufacturing Co., of New Castle, Pennsylvania, (hereinafter referred to as "Zambelli"),

-AND-

City of Sachse – Sachse, Texas (hereinafter referred to as "Client")

WITNESSETH: For and in consideration of the sum of One Dollar, each to the other in hand paid, receipt of which is hereby acknowledged, and of the terms and conditions hereinafter mentioned, Zambelli and Client do mutually and severally agree to perform their several and respective covenants and to comply with all terms, conditions, and payments of this contract:

ZAMBELLI agrees:

1. To sell, furnish and deliver to Client, Fireworks to be exhibited on the following dates set forth and agreed upon at the time of signing this contract and Client agrees to pay Zambelli for the Fireworks as follows:

Display Date: July 3, 2013 (Postponement Date: _____)

Contract Amount: \$13,100.00; 50% due upon signing the Contract and balance due at Noon three days prior to the scheduled display date; all payments shall be made by Draft, Certified Check or Wire Transfer. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing; NO CASH shall be paid to any agent or employee of Zambelli without written authority.

2. ZAMBELLI further agrees to furnish, sufficient trained personnel to present a display; insurance coverage for the display.

CLIENT further agrees:

3. To procure and furnish a suitable and accessible place to conduct the display that adheres to the NFPA standard except the display area will have a required fallout area equal to 100 foot per inch of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public road or active railroad; Zambelli is not responsible and will not pay for any damages or personal injuries that occur from non-compliance of this standard;
4. To furnish the necessary police and fire protection as per the requirements of authority having jurisdiction; to secure all, Police, Local, and State Permits, and to arrange for any security bonds or insurance as required by law in their community when necessary; to furnish such lumber, sand, steel drums, site and vehicle security and other supplies as may be necessary for the conduct of the display;
5. Prior to, during, and immediately following the display, Client shall be solely responsible to keep all persons & vehicles (except Zambelli employees & vehicles) out of the designated fallout areas and behind safety zone lines and limits;
6. Following the display Client shall be solely responsible for ALL cleanup and policing of the display area, however, Zambelli will remove of all unexploded fireworks, frames, sets and lumber.

The PARTIES mutually agree:

7. It is agreed and understood by the parties hereto that in the event Fireworks have been taken out and set up before inclement weather and with adequate weather prevailing, such exhibition of fireworks will be carried out in the best possible manner without any deductions from the before named compensations. Should inclement weather prevent firing of said display on the aforementioned Display Date, then it will be understood that program is postponed and will be fired on the aforementioned Postponement Date, and there will be a charge to cover the cost of Postponement of 15% plus all permit fees (if any) paid for by Zambelli. If there is no alternate date and the program is not fired on the aforementioned Display Date, then it will be understood the program is cancelled and there will be a charge to cover the costs of cancellation of 50% plus all permit fees (if any) paid for by Zambelli.
8. Zambelli reserves the exclusive right to make modifications and substitutions provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character or display performance.
9. If the location of the firing site, spectator's location, parking areas or structures is deemed unsuitable or unsafe, in the discretion of Zambelli or its agents or personnel, Zambelli may refuse to fire the display until conditions are corrected. If such conditions are not corrected, Zambelli may cancel the display without further liability to Zambelli for such cancellation.
10. This contract shall be deemed made in the Commonwealth of Pennsylvania and shall be constructed in accordance with the laws of Pennsylvania. The parties agree and consent to the jurisdiction of Pennsylvania to determine conflicts regarding the language and payments to be made under this Contract.
11. If client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against the Client or if a receiver is appointed for the Client, Zambelli may refuse to make further delivery and may terminate this contract without prejudice to the rights of Zambelli. If the Client's financial conditions become unsatisfactory to Zambelli, Zambelli, may require the balance of the purchase price to be deposited in escrow or the Client to provide sufficient proof of its ability to pay the balance of the contract price. Client is not entitled to recover incidental or consequential damages in connection with any breach of this Contract.
12. If Client fails to pay the monies due under this contract, Zambelli is entitled to recover the balance due plus interest at 1 ½ % per month on amounts past due 60 days or more. Further, on balance outstanding of 120 days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorney's fees and court costs.
13. This contract shall not be constructed to create a partnership between the parties or persons mentioned herein.
14. In the event of fire, accident, strikes, delay, flood, act of God or other causes beyond the control of Zambelli, which prevent delivery of said materials, the parties hereto release each other from any and all performance of the covenants herein contained and from damages resulting from the breach thereof.
15. Any changes, modifications, addendums, etc... will be noted here and attached. See attached _____

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and years first above written.

FOR CLIENT:

FOR ZAMBELLI FIREWORKS MANUFACTURING CO.

BY _____
date

BY _____
date

Please sign contract where indicated for Client and return all copies for final acceptance to:

Zambelli Fireworks Manufacturing Co.

PO Box 1463

New Castle, PA 16103

724-658-6611

800-245-0397

FAX 724-658-8318

ZAMBELLI

FIREWORKS

Manufacturing Company

www.zambellifireworks.com

US Corporate Headquarters
PO Box 1463
New Castle, PA 16103
724.658.6611 or 800.245.0397
724.658.8318 (Fax)

Invoice Date:	November 1, 2012
Invoice Number:	
Customer Number:	#111624

INVOICE

SOLD TO: **City of Sachse**
Sachse, Texas

SHOW DATE	DESCRIPTION	TOTAL PRICE
July 3, 2013	One Display of Fireworks	\$13,100.00

50% Deposit Payment Due

***** PLEASE RETURN INVOICE WITH PAYMENT *****