



Sachse, Texas

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

Meeting Agenda City Council Workshop

Monday, April 6, 2015

6:30 PM

Council Chambers

1. The City Council of the City of Sachse will hold a Workshop Session on Monday, April 6, 2015, at 6:30 p.m. in the Council Chambers at the Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas to discuss the following items of business:

2. **Discuss All City Council Meeting Agenda items.**

3. **City Manager Update Report: Briefing on current activities of staff including engineering, economic development, parks, public works, fire and police departments.**

4. **Discussion Items.**

5. *Please note: These items are for discussion purposes only and no Council action will be taken. The workshop session is for City Council and staff discussion, citizen input is not permitted on this agenda.*

[15-2738](#) WK: Discuss Railroad Quiet Zone Update.

Executive Summary

Staff will provide an update on the Quiet Zone project for the City of Sachse.

Attachments: [QZ Update Presentation PDF](#)

[15-2758](#) WK: Discuss a License Agreement between the City of Murphy, Texas, and the City of Sachse, Texas, allowing the City of Murphy to construct and use a 30" sanitary sewer line with necessary appurtenances across property and public right-of-way located within the City of Sachse; and providing for an effective date.

Executive Summary

The City of Murphy intends to construct a large diameter sanitary sewer main from the southeast portion of Murphy to a connection point for the North Texas Municipal Water District's wastewater treatment facilities. The proposed sanitary sewer main will parallel an existing City of Murphy sanitary sewer main between Maxwell Creek Road and Woodbridge Parkway, in Sachse. This is a discussion item regarding the potential License Agreement.

Attachments: [Murphy Sewer - Location Map - PDF](#)

[51SACHSE City of Murphy License Agreement \(Sanitary Sewer Line\)70937 PD](#)

6. **Adjournment.**

7. 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.
Posted: April 2, 2015; 5:00 p.m.

Michelle Lewis Sirianni, Executive Assistant



Legislation Details (With Text)

File #:	15-2738	Version:	1	Name:	Quiet Zone Update
Type:	Discussion Item	Status:		Status:	Agenda Ready
File created:	3/23/2015	In control:		In control:	City Council Workshop
On agenda:	4/6/2015	Final action:		Final action:	
Title:	WK: Discuss Railroad Quiet Zone Update.				

Executive Summary
Staff will provide an update on the Quiet Zone project for the City of Sachse.

Sponsors:

Indexes:

Code sections:

Attachments: [QZ Update Presentation PDF](#)

Date	Ver.	Action By	Action	Result
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Title
WK: Discuss Railroad Quiet Zone Update.

Executive Summary
Staff will provide an update on the Quiet Zone project for the City of Sachse.

Background

The City of Sachse is currently going through the process of establishing a railroad quiet zone designation for the Kansas City Southern railroad that bisects the City along State Highway 78. In a quiet zone, railroads are directed to not sound their horns when approaching public roadway-rail grade crossings. Train horns may still be used in emergency situations or to comply with other Federal regulations or railroad operating rules.

The governing body for railroads in the United States is the Federal Railroad Administration, or FRA. The FRA reviews all requests for quiet zones and makes a determination based upon a number of factors, mainly risk. The FRA utilizes a Quiet Zone Risk Index (QZRI) and compares this tabulation to the Nationwide Significant Risk Threshold (NSRT). If the QZRI is less than or equal to the NSRT, a quiet zone designation may be applied for through the FRA.

The City of Sachse engaged a planning consultant to manage the request process, complete the risk assessment, prepare submittal documents, and coordinate with the Federal Railroad Administration for approval of the Quiet Zone Application. City Staff completed the in-house engineering design of proposed roadway and signage improvements that are required to achieve the quiet zone designation.

Quiet Zone Process & Status

Step 1 - Notice of Intent (Completed July 2, 2013)

- o This document informs all stakeholders that the City intends to proceed with the evaluation and implementation of a quiet zone.
- o The stakeholders include the City of Sachse, FRA, KCS Railway, and TxDOT.

Step 2 - Diagnostic Meeting (Completed July 25, 2013)

- o This meeting was held with representatives from the City of Sachse, FRA, and KCS.
- o The purpose of the diagnostic meeting was to discuss potential crossing improvements at each crossing and to identify any other concerns related to safety, traffic, or operations.

Step 3 - Engineering Design (Completed December 2014)

- o City Staff prepared the engineering plans for the project.
- o City Staff issued the plans to KCS and TxDOT for feedback and comment on May 30th, 2014.
- o City Staff revised the plans based on the comments received, and completed the plans in December of 2014.

Step 4 - Quiet Zone Application (Completed February 4, 2015)

- o The Quiet Zone Application was prepared by the planning consultant and submitted to the FRA on December 17, 2013.
- o The application outlines the specific improvements the City intends to make and addresses any comments or concerns that were brought up at the diagnostic meeting.
- o The risk calculations show that the proposed improvements will sufficiently reduce the risk index in the corridor to allow for a quiet zone
- o **Staff received a letter of approval from the FRA on February 4, 2015.**

Step 5 - **Installation** of the proposed improvements (**Spring/Summer 2015**)

- o The project was advertised for bid in February, and bids were opened and read aloud on March 27, 2015.
- o The necessary improvements differ between the improved crossings (Woodbridge Parkway, Ranch Road, 5th Street), and the unimproved crossings (Park Lane, Ben Davis Road, 3rd Street).
- o For the improved crossings, the necessary improvements include additional signage and the removal or relocation of signage.
- o For the unimproved crossings, the necessary improvements include curb extensions, striping, signage, traffic delineators, pavement extensions, and similar modifications.
- o Sachse will not make any improvements to KCS' infrastructure at the crossings.

Step 6 - Notice of Establishment (Future - Late Summer 2015)

- o Once the improvements are installed, the notice of establishment may be sent out. The railroad must then cease the routine sounding of horns 21 days from the date of the notice submittal.

Policy Considerations

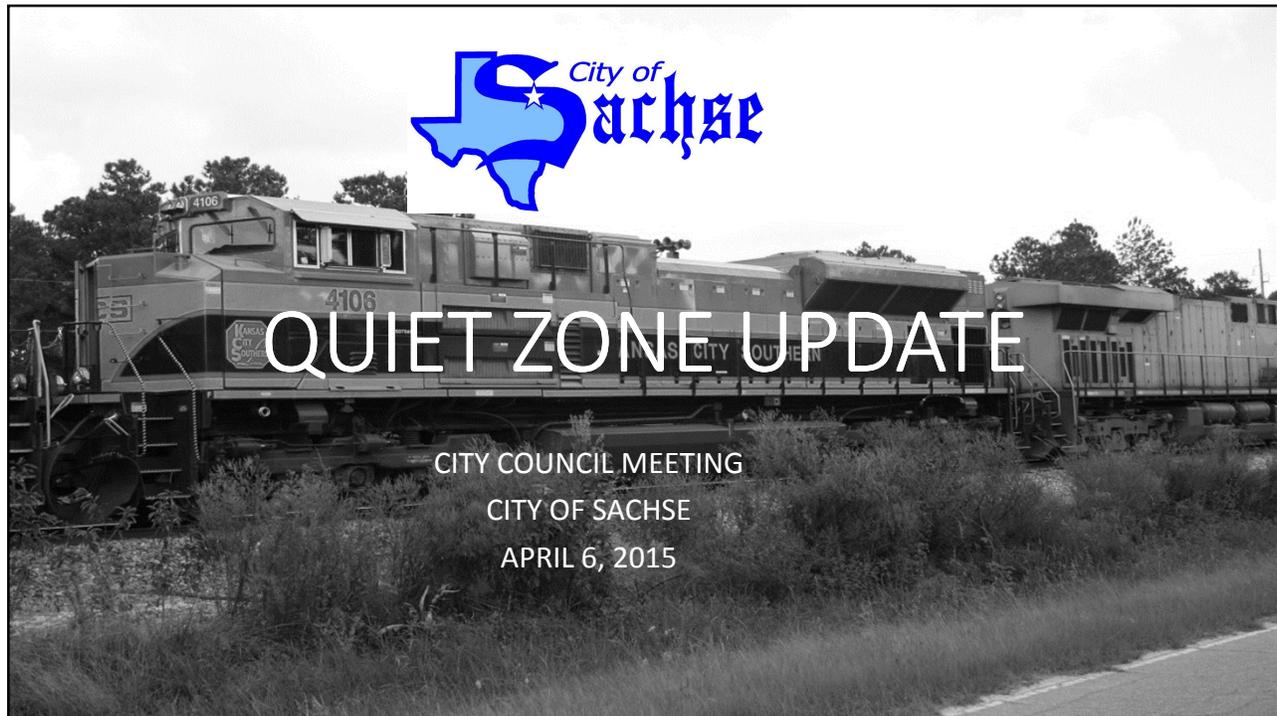
The establishment of a railroad quiet zone in Sachse will end the regular sounding of train horns in the City, adding to the quality of life for Sachse residents. In addition, the quiet zone may cause Sachse to be more appealing for future development.

Budgetary Considerations

The Quiet Zone project currently has a total budget of \$534,900, inclusive of planning, design, and construction. The project is being funded through a partnership between the City of Sachse, Western Rim Properties, and the Sachse Economic Development Corporation (SEDC). The Developer has paid fifty percent of the costs. The City is paying 25% of the cost and the SEDC granted the remaining 25% of the Project costs, \$142,450.00, paid to the City for the establishment of the Quiet Zone.

Staff Recommendations

None.



OVERVIEW

- Quiet Zone Location
- Stakeholders
- Approval Process
- Project Timeline
- Proposed Construction
- Notice Of Establishment

PROPOSED QUIET ZONE LIMITS



PROJECT STAKEHOLDERS

- Sachse Citizens
- Kansas City Southern Railroad (KCS)
- Federal Railroad Administration (FRA)
- Texas Department of Transportation
- Private Developers looking to build in Sachse



PROJECT TIMELINE

- July 2, 2013: Notice of Intent issued to KCS and the FRA
- July 25, 2013: Diagnostic Meeting with KCS
- December 2013 – February 2015: Quiet Zone Application submitted to FRA
- 2014 – Staff completed the engineering design for Construction Project
- February 4, 2015: FRA Approved the Quiet Zone Application
- February & March 2015: Staff advertised Construction Project
- March 27, 2015: Staff opened bids for Construction Project
- **Spring & Summer 2015: Construction**
- **Late Summer 2015: Notice of Establishment**

SCOPE OF IMPROVEMENTS

- Improved Crossings
 - Includes:
 - Woodbridge Parkway
 - Ranch Road
 - 5th Street
 - Improvements Needed:
 - “No Train Horn” Signs
 - Adjustment And/Or Removal Of Some Existing Signs



SCOPE OF IMPROVEMENTS

- Unimproved Crossings
 - Includes:
 - Ben Davis Road
 - 3rd Street
 - Park Lane
 - Improvements Needed:
 - Non-traversable Concrete Medians
 - Signage And Striping
 - Minor Paving Improvements



NEXT STEPS

- Council to consider award of the construction contract (tonight)
- Contractor to submit for Right-of-way construction permit from Kansas City Southern Railroad (April 2015)
- Construction to begin (May 2015)
- Installation of crossing improvements (May-August 2015)
- Notice of establishment (August 2015)
- Train horns are turned off (September 2015)

DISCUSSION





Legislation Details (With Text)

File #:	15-2758	Version:	1	Name:	License Agreement for City of Murphy Sewer Crossing
Type:	Discussion Item	Status:		Status:	Agenda Ready
File created:	4/2/2015	In control:		In control:	City Council Workshop
On agenda:	4/6/2015	Final action:		Final action:	

Title: WK: Discuss a License Agreement between the City of Murphy, Texas, and the City of Sachse, Texas, allowing the City of Murphy to construct and use a 30" sanitary sewer line with necessary appurtenances across property and public right-of-way located within the City of Sachse; and providing for an effective date.

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The City of Murphy intends to construct a large diameter sanitary sewer main from the southeast portion of Murphy to a connection point for the North Texas Municipal Water District's wastewater treatment facilities. The proposed sanitary sewer main will parallel an existing City of Murphy sanitary sewer main between Maxwell Creek Road and Woodbridge Parkway, in Sachse. This is a discussion item regarding the potential License Agreement.

Sponsors:

Indexes:

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Attachments: [Murphy Sewer - Location Map - PDF](#)
[51SACHSE City of Murphy License Agreement \(Sanitary Sewer Line\)70937 PDF](#)

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Title

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Background

The City of Murphy has a capital improvement project to construct a new sanitary sewer main from F.M. 544 to a connection point for the North Texas Municipal Water District's (NTMWD) wastewater treatment facilities.

The route of the sewer main will cross Maxwell Creek Road in Sachse, traverse along the

north line of the Woodbridge West development, cross Woodbridge Parkway in Sachse, and continue easterly through the City of Wylie, to the NTMWD connection point.

The City of Murphy has negotiated with the Woodbridge Homeowner's Association, and has obtained the necessary easements for construction and maintenance of the sewer main through private property. This License Agreement includes information regarding the obligations of the City of Murphy and their contractor while performing construction activities and future maintenance activities specifically within the public right-of-way of the City of Sachse.

City staff has reviewed the engineering plans that were prepared by the City of Murphy's consulting engineer, Birkhoff, Hendricks, & Carter, L.L.P. (BHC), and issued two rounds of comments. BHC responded and addressed all of the comments issued by City of Sachse's staff. On March 10, 2015, staff attended the pre-construction meeting that Murphy held for the project, and provided contact information and coordinated with the City of Murphy, BHC, and the contractor selected to perform the work.

Policy Considerations

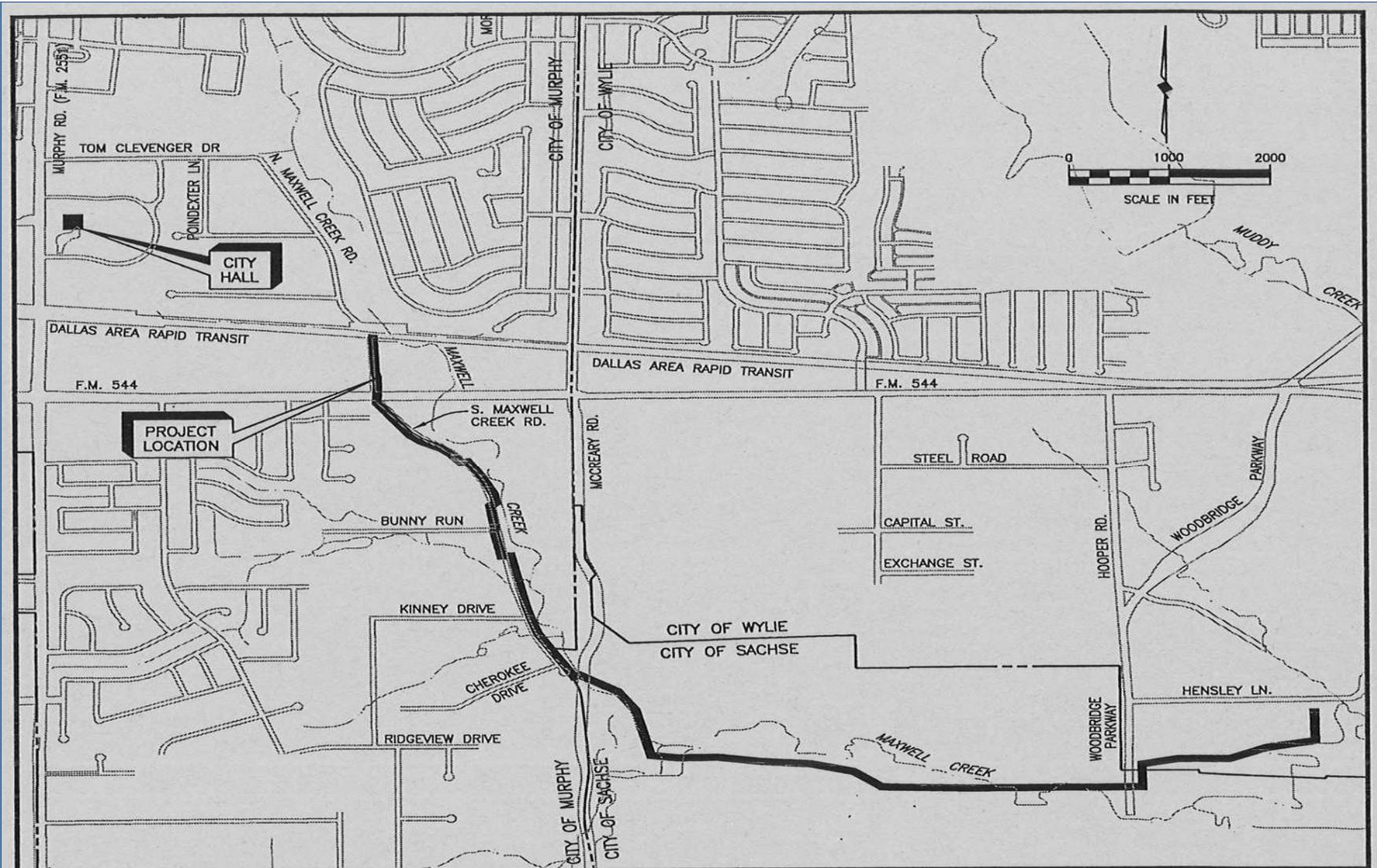
The City of Murphy prepared a draft License Agreement and provided it to the City of Sachse for review. The agreement has been reviewed by the staff and legal team of the City of Sachse. City staff will inspect the roadway crossings at Maxwell Creek Road and at Woodbridge Parkway, which will be completed by boring below the roads, and not by open cutting of the road surface.

Budgetary Considerations

There are no costs for the City of Sachse. The sewer main construction and future maintenance will be the responsibility of the City of Murphy.

Staff Recommendations

None.



LOCATION MAP

STATE OF TEXAS § **LICENSE AGREEMENT BETWEEN**
 § **CITY OF MURPHY, TEXAS AND**
COUNTY OF DALLAS § **CITY OF SACHSE, TEXAS**

This License Agreement (“Agreement”) is made by and between the City of Murphy, Texas (hereinafter referred to as “Murphy” or “Licensee”) and the City of Sachse (hereinafter referred to as “Sachse”), (each a “Party” or collectively the “Parties”), acting by and through their duly authorized representatives.

WITNESSETH:

WHEREAS, Sachse is grantee of a certain right-of-way easement located within its corporate limits and being more particularly described as being a 3.692 acre parcel of land, more or less, in the H J Hardin Survey, Abstract Number 835, in the City of Sachse, Collin County, Texas (the “Property”) recorded as Instrument Number 20131111001527620 with the Real Property Records of the Collin County Clerk, a copy of said instrument is attached as Exhibit “A”; and

WHEREAS, Licensee intends to construct a 30” sanitary sewer line with necessary appurtenances (“Sewer Line”) across the Property and public right-of-way (sometimes referred to herein as the “Licensed Premises”) as shown more specifically in Exhibit “B”; and

WHEREAS, Licensee requests that Sachse allow the construction and use of the Sewer Line for Licensee’s municipal wastewater purposes without interference from Sachse; and

WHEREAS, the construction and encroachment of the Sewer Line shall not interfere with the construction, use, or maintenance of the public right-of-way, except to the extent required temporarily during the construction of the Sewer Line; and

WHEREAS, in order for Licensee to complete its sanitary sewer line project, the Licensee requests an irrevocable license to permit the encroachment of the Sewer Line on the Property and the Licensed Premises; and

WHEREAS, the Licensee has agreed as consideration for such license to pay for any damages or injuries that may occur as a result of the encroachment and have further agreed that no enlargement, expansion shall be made to the Sewer Line once constructed;

NOW THEREFORE, in consideration of the sum of Ten Dollars No/100 (\$10.00) and the covenants contained herein and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, Murphy and Sachse agree as follows:

1. Grant of Licensee Consideration. Sachse hereby grants Murphy an irrevocable license for the purpose of allowing the Sewer Line across the Licensed Premises and for Murphy to maintain and use the Sewer Line within the Licensed Premises. As consideration for the grant of this License, Murphy agrees to pay for any costs associated with damage to the Property that may occur during construction and agrees further that the Sewer Line

shall not be expanded, enlarged or altered in any way without the prior written approval of Sachse.

2. **Construction of Sewer Line.** The Sewer Line must be designed, installed and constructed in accordance with the Standard Specifications for Public Works Construction published by the North Central Texas Council of Governments, as amended and as modified by Sachse.

3. **Term.** The term of this Agreement shall be perpetual.

4. **Non-Exclusive.** This Agreement is nonexclusive and is subject to any existing utility, drainage or communications facilities located in, on, under or upon the public right-of-way owned and controlled by Sachse, any utility or communication company, public or private, to all vested rights presently owned by any utility or communication company, public or private for the use of a Sachse utility easement for facilities presently located within the boundaries of the right-of-way and to any existing lease, license, or other interest in the easement granted by Sachse to any individual, corporation or other entity, public or private. Sachse shall notify Licensee in writing of any subsequent easement on Licensed Premises that may further subordinate this License.

5. **Environmental Protection.** Licensee shall not use or permit the use of the Licensed Premises for any purpose that may be in violation of any laws pertaining to the health of the environment, including without limitation, the comprehensive environmental response, compensation and liability act of 1980 ("CERCLA"), the resource conservation and recovery act of 1976 ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act. Licensee warrants that the permitted use of the Licensed Premises will not result in the disposal or other release of any hazardous substance or solid waste on or to the Licensed Premises, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Licensed Premises or adjoining the Licensed Premises by Licensee. The terms "hazardous substance and waste" shall have the meaning specified in CERCLA and the term solid waste and disposal (or dispose) shall have the meaning specified in the RCRA; provided, however, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and provided further, at the extent that the laws of the State of Texas establish a meaning for hazardous substance, release, solid waste, or disposal which is broader than that specified in the CERCLA or RCRA, such broader meaning shall apply. Licensee shall indemnify and hold Sachse harmless against all costs, environmental clean up to the Licensed Premises and surrounding the Licensed Premises resulting from Licensee's use of the Licensed Premises under this License.

6. **Mechanic's Liens Not Permitted.** Licensee shall fully pay all labor and materials used in, on or about the Licensed Premises and will not permit or suffer any mechanic's or material man's liens of any nature be affixed against the Licensed Premises by reason of any work done or materials furnished to the Licensed Premises at Licensee's instance or request.

7. **Compliance with Laws.** Licensee agrees to abide by and be governed by all applicable state and federal regulations relating to the construction and operation of the Sewer Line.

8. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to all Parties, as the case may be, at the address set forth in the signature portion of this Agreement at the following addresses or at such other address as either Party hereto shall in writing advise the other:

Murphy: City of Murphy
Attn: James Fisher, City Manager
206 N. Murphy Road
Murphy, Texas 75094

Sachse: City of Sachse
Attn: City Manager
3815 Sachse Road
Building B
Sachse, TX 75048

9. **Governing Law.** This Agreement is governed by the laws of the State of Texas; and exclusive venue for any action shall be in a district court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

10. **Exhibits.** The exhibits attached to this Agreement are incorporated herein by reference.

11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the executing Parties and their respective heirs, personal representatives, successors and assigns.

12. **No Third-Party Beneficiaries.** This Agreement does not confer in or on behalf of any person or entity not a Party to this Agreement or to the public at large, any rights, benefits, causes of action, or remedies with respect to the subject matter or any provision of this Agreement.

13. **Entire Agreement.** This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements, understandings, if any, relating to the Licensed Premises and the matters addressed herein and may be amended or supplemented only by written instrument executed by the Party against whom enforcement is sought.

14. **Recitals.** The recitals to this Agreement are incorporated herein by reference.

15. **Covenant Running with the Land.** The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on the Licensee

and each and every subsequent owner of all or any portion of the Property but only during the term of such Party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of the Licensee which acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title or interest in such Property.

(signature pages to follow)

EXECUTED this _____ day of _____, 2015.

CITY OF SACHSE, TEXAS

By: _____
Alan Dickerson, Interim City Manager

Approved as to Form:

By: _____
Peter G. Smith, City Attorney
(04-01-15/70937)

ACKNOWLEDGEMENT

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2015, by Alan Dickerson, Interim City Manager of the City of Sachse, Texas, on behalf of said municipality.

Notary Public, State of Texas

My Commission Expires:

EXECUTED this _____ day of _____, 2015.

CITY OF MURPHY, TEXAS

By: _____
James Fisher, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2015, by James Fisher, City Manager of the City of Murphy, Texas, on behalf of said municipality.

Notary Public, State of Texas

My Commission Expires:
