



**Monday, June 3, 2019
Regular Combined City Council Meeting**

**Council Chambers
3815 Sachse Road, Building B
6:30 p.m.**

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

As authorized by Section 551.071(2) of the Texas Government Code, these meetings may be convened into closed Executive Session at any time during the City Council workshop or regular meeting for the purpose of seeking confidential legal advice from the City Attorney on any workshop or regular meeting agenda item listed herein.

A. 6:30 PM WORKSHOP MEETING

1. Call to Order: The City Council of the City of Sachse will hold a Workshop Meeting on Monday, June 3, 2019 at 6:30 p.m. in the Council Chambers at Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas to consider the following items of business:
2. Discuss Community Center operations.
3. Discussion of City Council meeting agenda items.
4. Adjournment.

B. 7:30 PM REGULAR MEETING

1. Call to Order: The City Council of the City of Sachse will hold a Regular Meeting on Monday, June 3, 2019 at 7:30 p.m. in the Council Chambers at Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas to consider the following items of business:
2. Invocation and Pledges of Allegiance.
3. Administer the Oath of Office to recently elected Councilmembers.

C. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.

1. Approve the minutes of the May 20, 2019, combined meeting.
2. Accept the monthly revenue and expenditure report for the period ending April 30, 2019.
3. Approve the Consent Agenda Items as presented.

D. Special Announcements

1. Mayor and City Council announcements regarding special events, current activities, and local achievements.
2. Presentation of scholarship award to Sachse High School Senior, Cindy Hong.
3. Recognize members of the Chase Oaks Church for the #LoveDoesTheUnexpected community service project.

E. Citizen Input

1. Citizen Input: The public is invited at this time to address the Council. Please 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. Time limit is 3 minutes per speaker. The City Council is prohibited by state law from discussing any item not posted on the agenda according to the Texas Open Meetings Act, but may take them under advisement. Issues raised may be referred to City Staff for research and possible future action.

F. Regular Agenda Items

1. Discuss Community Center operations. (Continuation from the workshop meeting if necessary.)
2. Consider appointment of a Mayor Pro Tem.
3. Consider appointments to the City's Boards and Commissions including the Municipal Development District (MDD) Board, Library Board, and the Animal Shelter Board.
4. Consider an Interlocal Radio System Usage Agreement with the cities of Garland and Mesquite to provide for the additional capacity of the P-25 700MHz system.
5. Discuss the 2019-2020 Capital Improvement Plan (CIP) proposed street projects.
6. Consider a resolution approving the terms and conditions of a professional services agreement between the City of Sachse and Freese & Nichols, Inc. in an amount not to exceed One hundred seven thousand and zero cents (\$107,000.00); authorizing its execution by the City Manager; and providing for an effective date.

G. Executive Session

1. The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.072: Deliberation regarding the purchase, exchange, lease, or value of real property generally located along Sachse Road in the City of Sachse.
2. The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.074: Personnel: Regarding the mid-year review of the City Manager.
3. Take any action as a result of Executive Session.

H. Regular Meeting Closing

1. Adjournment.

I, the undersigned authority, do hereby certify that this notice of meeting was posted in accordance with the regulations of the Texas Open Meetings Act and was posted on the bulletin board, an accessible location at Sachse City Hall.

Michelle Lewis Sirianni, City Secretary

Accommodation requests for persons with disabilities should be made at least 48 hours prior to the meeting by contacting Lauren Rose, ADA Coordinator, via phone at 972.429.4770, via email at lrose@cityofsachse.com, or by appointment at 3815 Sachse Road, Building B, Sachse, Texas 75048.

**Agenda Item Details**

Meeting	Jun 03, 2019 - Regular Combined City Council Meeting
Category	A. 6:30 PM WORKSHOP MEETING
Subject	2. Discuss Community Center operations.
Access	Public
Type	Discussion, Information
Goals	Provide a high quality of life environment for families, individuals, businesses, and other organizations in Sachse.

Public Content**OVERVIEW**

Staff will present the City Council with options for hours of operation, membership fees, and reservation fees for the Sachse Community Center that is anticipated to open in January 2020. Included in the presentation will be the recommendation from the Parks and Recreation Board at the May 9, 2019 meeting as well as a staff recommendation.

POLICY CONSIDERATIONS

Staff will receive feedback from Council on the proposed hours of operation, membership fees, and reservation fees and come back to a future meeting with changes for final Council approval.

RECOMMENDATION

Discuss and provide feedback to staff.

**Agenda Item Details**

Meeting	Jun 03, 2019 - Regular Combined City Council Meeting
Category	B. 7:30 PM REGULAR MEETING
Subject	3. Administer the Oath of Office to recently elected Councilmembers.
Access	Public
Type	Procedural

Public Content**BACKGROUND**

Due to the City receiving no additional filings, the May General Election was canceled at the March 4, 2019, regular City Council meeting.

OVERVIEW

Per the City Charter and Election Code, City Councilmembers shall be inducted into office at the first regular or specially called City Council meeting following the meeting in which the election is canvassed and certified.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Administer the oaths of office to the Mayor, Councilman King and Councilman Bickerstaff.

**Agenda Item Details**

Meeting	Jun 03, 2019 - Regular Combined City Council Meeting
Category	C. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	1. Approve the minutes of the May 20, 2019, combined meeting.
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Approve as presented.
Minutes	View Minutes for May 20, 2019 - Regular Combined City Council Meeting

Public Content**BACKGROUND**

Minutes of the May 20, 2019, combined meeting.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Approve the minutes of the May 20, 2019, combined meeting.

05.20.19 Combined Minutes.pdf (216 KB)

All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.

CITY COUNCIL OF THE CITY OF SACHSE
MEETING MINUTES
MAY 20, 2019

The City Council of the City of Sachse held a workshop and regular meeting on Monday, May 20, 2019 at 6:30 p.m. at the City Council Chambers, 3815 Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Mayor Pro Tem Cullen King, Councilmembers Brett Franks, Michelle Howarth, Paul Watkins, Bill Adams, and Jeff Bickerstaff; City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; Strategic Services Manager, Lauren Rose; Director of Public Works and Engineering, Greg Peters; Development Services Director, Matt Robinson; Finance Director, Teresa Savage; Finance Manager, Berna Fitzpatrick; IT Manager, Danny Wheeler; Parks and Recreation Director, Lance Whitworth; Fire Chief, Marty Wade; Fire Prevention Coordinator, Diana Navarrete, and Police Chief, Bryan Sylvester.

Mayor Felix opened the workshop meeting at 6:32 p.m.

BOARD/COMMISSION INTERVIEWS: Conduct interviews for the City's boards and commissions.

The City Council interviewed candidates to serve on a City board or commission.

No further discussion or action was taken.

EXECUTIVE SESSION: The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.072: Deliberation regarding the purchase, exchange, lease, or value of real property generally located along Sachse Road in the City of Sachse.

At 7:07 p.m., the City Council recessed into Executive Session.

At 7:23 p.m., the City Council reconvened back into the workshop meeting.

ADJOURNMENT:

Mayor Felix adjourned the workshop at 7:24 p.m.

Mayor Felix opened the regular meeting at 7:33 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND STATE FLAG: The invocation was offered by Mayor Pro Tem King and Councilman Watkins led the pledges.

CONSENT AGENDA: All items listed on the Consent Agenda are considered routine and will be acted on by one motion, with no separate discussion of these items unless a City Councilmember or citizen so requests.

- 1. Approve the minutes of the May 6, 2019, combined meeting.**
- 2. Accept the Quarterly Budget and Investment Reports for the quarter ended March 31, 2019.**
- 3. Approve a resolution denying Oncor Electric Delivery Company LLC's application to increase distribution rates within the City.**
- 4. Approve a resolution authorizing a professional services agreement with Cobb Fendley & Associates, Incorporated in an amount not to exceed \$200,000.00.**

Mayor Pro Tem King made a motion to approve the consent agenda items as presented. Councilman Bickerstaff seconded that motion and the motion was unanimously approved.

MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS:

Councilwoman Howarth announced upcoming Library events and closures due to Memorial Day.

Mayor Pro Tem King encouraged residents to sign up for My Water Advisor and Water My Yard. He also stated that there are plenty of animals for adoption at the Animal Shelter.

Proclamation recognizing May 2019 as Older Americans Month in the City of Sachse.

Mayor Felix read and presented a proclamation to Carla Griffin, Senior Center Manager.

Proclamation recognizing the week of May 19-25, 2019 as National Public Works Week in the City of Sachse.

Mayor Felix read and presented a proclamation to the City's Public Works Department.

Recognize the "2019 Fired Up For Literature" winners.

Mayor Felix and Diana Navarette presented awards to the following winners of the Fired Up for Literature program:

- Lily Burrow - 2,210 minutes - Armstrong Elementary
- Stacy Kiambi - 2,071 minutes - Whitt Elementary
- Amani Broohs - 1,247 minutes - Sewell Elementary

The overall award for the most reading minutes went to Armstrong Elementary with 44,788 minutes.

CITIZENS INPUT:

Jackie Eichelberger, 7121 Bailey Road, urged the City Council to protect and keep property owners informed regarding what is going on surrounding their homes. She expressed concerns regarding the construction of a new development that she believes to be causing flooding.

Chuck Schaefer, 4811 Williford Road, described recent flooding that occurred at his residence. He questioned whether the surrounding construction of a new development was contributing to flooding in the area.

Jeremy Staab, 7624 Forest Ridge Trail, informed the City Council of water not draining near Woodbridge Parkway and the Wal-Mart, creating a massive pond during heavy rains. He expressed concerns due to it also being in mosquito season.

REGULAR AGENDA ITEMS:

Conduct a public hearing to consider and act on a request by PMB Acquisitions, LLC. to rezone approximately 61 acres of land from Restricted Manufacturing and Warehousing District (I-1) and General Industrial District (I-2) to Planned Development District (PD), to modify development standards and allow for single-family detached residences and multi-family residences, generally located north of SH 78 and approximately 1,400 feet west of the intersection of Ranch Road and SH 78.

Mr. Robinson introduced the item by providing an overview of the recent meetings and open houses held. He stated the Future Land Use Plan (FLUP) designates the subject property for Single Family Urban Residential and Neighborhood Retail Mixed Uses within the Comprehensive Plan. Mr. Robinson compared the original concept plan and the revised proposed concept plan. The primary changes consist of a reduction in multi-family units, with the multi-family component pushed closer to the railroad tracks, a minimum parkland dedication of approximately 4.4 acres, a reduction in cottage style lots, and future street connections to eastern properties. The Planning and Zoning Commission recommended approval with a 4-1 vote at its March 11 meeting. Staff is recommending approval.

Taylor Baird with PMB Acquisitions stated that they received constructive feedback during the open houses held, which was taken into account for the revised plan. He recapped the changes made to the plan. He indicated that as part of the parkland dedication, they would construct a parking lot and provide utility stub outs, but that the City would be responsible for the amenities placed within the park. Mr. Baird stated they feel that the changes made maintain the goals of the Comprehensive Plan while addressing the concerns presented by residents during the public forums.

Mayor Felix opened the public hearing.

Scott McMurdie, 7510 Taylor Lane, stated that he is in favor of this item. He believes the roads can handle the traffic, and the schools have indicated they have the capacity to handle more children. Mr. McMurdie stated the City needs the revenue that would be generated from this project and the park is a great addition.

Jack Hudgins, 4400 Ranch Road, supports the plan. He echoed same comments from Mr. McMurdie.

Richard Cho, 7504 Meadow Run Lane, stated his concerns of increased cars, noise, and traffic have not changed. He is against high density and would prefer single family residential similar to Woodbridge West. He is opposed to the plan.

Drew Shubzda, 3528 Cedar Creek Lane, stated he does not agree with the proposed plan. He dislikes multi-family and the aesthetics of aging multi-family developments. He prefers larger lots and questions who will maintain the park. He questions why multi-family units with retail on bottom cannot be considered.

Diana Smith, 4802 Sachse Road, stated the proposed plan meets the Comprehensive Plan and provides housing options for various ages and lifestyles. It also includes more parks and trails. She is in favor of the request.

Laura Tovar, 4324 Meadowview Lane, stated she appreciates the changes made, especially the park since her residence backs up to the lot. She is in favor of the request.

Louie Carter, 5119 Live Oak Drive, stated that he attended one of the open houses and that he appreciates the enthusiasm for the park. However, they are only donating the land. He questions if the City has the funds to build the amenities.

William Dillard, 4221 Meadowview Lane, is against the development and agreed with the comments regarding the park.

Jeremy Staab, 7624 Forest Ridge Trail, appreciates the feedback from WISD. He would encourage them to keep residents informed of which school the children would attend.

Mayor Felix closed the public hearing.

Councilwoman Howarth stated she reached out to WISD and was reassured that if the bond passed, then they would not have any concerns. She expressed appreciation for the traffic flow improvements and connections added.

Mayor Pro Tem King asked if the undeveloped corner would have utility tie-ins. He also spoke with the WISD school board. They had no concerns regarding the capacity within the school. Mayor Pro Tem King commented that he would be able to support the revised plan.

Councilman Bickerstaff stated that the plan fulfills the Comprehensive Plan; it meets development standards, and that he was assured by WISD that there would not be any capacity issues. He supports the request.

Councilman Watkins stated he appreciates the willingness to provide input. He addressed the comments regarding the park by noting the City does have the Municipal Development District (MDD), and feels that they will be able to find a way to construct the park.

Councilman Adams stated it is not a perfect plan, but likes the changes made. He reiterated the use of the MDD funds to help with the parkland and it meets the Comprehensive Plan. He supports the request.

Councilman Franks stated that diversifying housing options would diversify the tax base. He is disappointed with the inability to link the commercial development, but that was not due to the applicant. He repeated the ability to use MDD funds for the parkland.

Mayor Felix stated they did reduce the multi-family units and moved them closer to SH 78. He questions the park operations and maintenance costs, and expressed concerns of drainage.

Councilman Bickerstaff made a motion to approve as presented. Mayor Pro Tem King seconded that motion. The motion carries with a 6-1 vote. Mayor Felix voting in opposition.

Consider a Memorandum of Understanding (MOU) between the City of Sachse and Sachse Citizen Corps for Radio Communications.

Chief Sylvester presented a background of the P-25 communications system, provisions of the MOU, and the impact, which includes increased coordination within CERT, increased range of communication, and re-purposing existing infrastructure to further benefit the City. Chief Sylvester indicated that CERT would be responsible for any repairs, maintenance, and support. The radios would only be for training, testing and/or City events.

Mayor Pro Tem King stated he fully supports the request and appreciates CERT. Councilman Adams and Bickerstaff echoed the same comments.

Mayor Pro Tem King made a motion to approve a Memorandum of Understanding (MOU) between the City of Sachse and Sachse Citizen Corps for Radio Communications. Councilman Watkins seconded that motion and the motion was unanimously approved.

Discuss City facilities to include the Public Works facility, the Animal Shelter, and the Parks Maintenance facility.

Mr. Peters stated staff received direction from the City Council during the April 1 workshop. Mr. Peters presented preliminary scopes and cost estimates for the Public Works – Parks facility and the Animal Shelter facility. Options were given for potential site locations and project delivery methods. Solutions were also provided for Fire Station #2, due to the recent flooding and damage that has occurred. Staff is seeking feedback on whether to move forward with planning efforts for the Public Works – Parks facility and the Animal Shelter facility. Staff is currently working on an insurance claim for water damage and plans to hire a surveyor to begin work around Fire Station #2. Proposed improvements will be included in the annual budget process for Council consideration.

Mayor Pro Tem King stated that he supports moving forward on the facilities, prefers the site location behind current Public Works facility, and believes the design-build option fits the needs for these facilities.

Councilman Bickerstaff and Councilman Franks stated they prefer the existing site location and design-build method.

The Council consensus was to continue to move forward on this item.

Discuss the 2019-2020 Capital Improvement Plan (CIP) proposed drainage projects.

Mr. Peters reviewed key active and completed projects with staff identifying numerous areas with drainage needs. He stated the Stormwater Utility was created in late 2017 with drainage maintenance projects being funded through the Stormwater Utility and drainage expansion projects funded through the General Fund. Public Works and Finance are working to determine the available funding in the Capital Projects fund and other General Fund locations in order to provide the City Council with a range of potential opportunities for funding drainage expansion projects. Mr. Peters reviewed the FY 2018-2019 drainage expansion projects along with needs, which include Longbranch flood control, Spring Meadows Estates pond, and Longbranch from Dewitt to Ingram. Drainage maintenance projects were recommended at the Anthony Lane Channel maintenance and Jackson Meadows pond erosion protection along with future drainage maintenance projects presented. Staff is seeking feedback on the preliminary recommendations for drainage maintenance projects to include in the FY 2019-2020 Capital Improvement Plan (CIP), an overall policy pertaining to the CIP, and individual projects the Council would like more details on.

Councilwoman Howarth commented on possible programs that would assist homeowners including a possible rain barrel program.

Mayor Pro Tem King and Councilman Franks commented on the Spring Meadows Estate pond and asked about alternatives. The City Council also discussed the Longbranch from Dewitt to Ingram and control of water flow.

Consider a resolution reallocating roadway impact fee funds from the Ingram Road and Dewitt Road traffic signal project to the traffic signal design project for Woodbridge Parkway at Cody Lane, Woodbridge Parkway at Creek Crossing, Ranch Road at Dewitt Road, and Keith Lane/Canyon Crest Lane at Maxwell Creek Road.

No presentation or discussion took place.

Councilman Bickerstaff made a motion to approve a resolution reallocating roadway impact fee funds from the Ingram Road and Dewitt Road traffic signal project to the traffic signal design project for Woodbridge Parkway at Cody Lane, Woodbridge Parkway at Creek Crossing, Ranch Road at Dewitt Road, and Keith Lane/Canyon Crest Lane at Maxwell Creek Road. Mayor Pro Tem King seconded that motion and the motion was unanimously approved.

EXECUTIVE SESSION: The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.072: Deliberation regarding the purchase, exchange, lease, or value of real property generally located along Sachse Road in the City of Sachse.

No action taken.

ADJOURNMENT:

Mayor Felix adjourned the regular meeting at 10:25 p.m.

MIKE J. FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary

**Agenda Item Details**

Meeting	Jun 03, 2019 - Regular Combined City Council Meeting
Category	C. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	2. Accept the monthly revenue and expenditure report for the period ending April 30, 2019.
Access	Public
Type	Action (Consent)
Preferred Date	Jun 03, 2019
Recommended Action	Accept the monthly revenue and expenditure report for the period ending April 30, 2019.
Goals	Be a model of financial stewardship through growth management, responsible investment, and financial transparency.

Public Content**BACKGROUND**

The Finance Department prepares a report each month to update the City Council regarding revenues and expenditures for the City. Included in the report are unaudited summaries for the General Fund, Utility Fund, Debt Service Fund, Sachse Economic Development Corporation, and Sachse Municipal Development District, as well as an analysis of sales tax revenues received year-to-date.

POLICY CONSIDERATIONS

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

RECOMMENDATION

Accept the monthly revenue and expenditure report for the period ending April 30, 2019.

[Sales Tax Analysis June 2019.pdf \(78 KB\)](#)[All Funds 4-30-19-LR.pdf \(138 KB\)](#)

All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.

CITY OF SACHSE

2018/2019 SALES TAX ANALYSIS

FY 2018	Total Sales Tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget	FY 2019	Total Sales tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget
October	192,025	109,723	109,723	9.00%	October	208,112	118,915	118,915	9.75%
November	419,139	239,496	349,219	24.94%	November	295,677	168,950	287,865	19.52%
December	192,626	110,067	459,286	32.81%	December	216,610	123,771	411,635	27.91%
January	208,475	119,123	578,409	41.31%	January	230,470	131,690	543,326	36.84%
February	313,995	179,416	757,825	54.13%	February	337,215	192,685	736,011	49.90%
March	181,691	103,818	861,644	61.55%	March	209,463	119,687	855,698	58.01%
April	185,503	105,996	967,640	69.12%	April	200,166	114,375	970,073	65.77%
May	268,970	153,689	1,121,329	80.09%	May	290,146	165,789	1,135,862	77.01%
June	222,767	127,295	1,248,624	89.19%	June				
July	241,223	137,835	1,386,459	99.03%	July				
August	281,001	160,564	1,547,023	110.50%	August				
September	208,158	118,941	1,665,964	119.00%	September				
TOTAL	2,915,572	1,665,964			TOTAL	1,987,859	1,135,863		
BUDGET		1,400,000			BUDGET		1,475,000		

City of Sachse
Monthly Revenue and Expenditure Report
April 30, 2019
(Unaudited)

GENERAL FUND

58% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Property Tax	\$ 12,019,803	\$ (41,791)	\$ 11,999,025	99.83%	A
Sales Tax	1,508,000	124,049	997,940	66.18%	
Franchise Fees	1,710,775	164,560	1,060,493	61.99%	
Licenses and Permits	566,500	26,164	244,358	43.13%	
Service Fees	709,600	61,211	528,191	74.43%	
Fines	250,000	25,803	140,719	56.29%	
Interest Income	50,000	32,776	155,755	311.51%	
Miscellaneous Income	326,618	24,007	192,589	58.96%	
Intergovernmental Revenue	1,182,205	98,517	689,620	58.33%	
Total Revenue	\$ 18,323,501	\$ 515,294	\$ 16,008,689	87.37%	
Expenditure Summary					
City Manager	\$ 426,258	\$ 30,863	\$ 263,534	61.82%	B
City Secretary	193,198	13,004	103,107	53.37%	
Human Resources	374,546	26,117	200,591	53.56%	
Finance	592,461	67,502	369,779	62.41%	
Municipal Court	236,104	13,676	117,443	49.74%	
Parks & Recreation	1,224,007	73,075	625,792	51.13%	
Senior Programs	167,466	10,167	103,853	62.01%	
Library Services	468,323	29,591	263,082	56.18%	
Community Development	908,890	60,791	476,567	52.43%	
Streets & Drainage	1,988,077	116,457	1,313,098	66.05%	
Facility Maintenance	522,749	52,189	336,550	64.38%	
Police	5,238,314	388,081	3,074,398	58.69%	
Animal Control	232,199	16,878	134,248	57.82%	
Fire/EMS	4,254,812	275,880	2,466,406	57.97%	
Combined Services	390,630	15,407	291,492	74.62%	
City Engineer	272,381	20,837	106,906	39.25%	
Information Technology	753,684	26,487	366,379	48.61%	
Total Expenditures	\$ 18,244,099	\$ 1,237,000	\$ 10,613,225	58.17%	
Total Revenue Over/Under Expenses	\$ 79,402	\$ (721,705)	\$ 5,395,464		

Explanation of Major Variances:

A TIF allocation transferred 4/1/2019

B Total annual property and liability premium paid in October

City of Sachse
Monthly Revenue and Expenditure Report
 April 30, 2019
 (Unaudited)

UTILITY FUND

58% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Water Revenue	\$ 6,421,324	\$ 483,098	\$ 3,317,332	51.66%	
Sewer Revenue	4,768,010	399,006	2,853,006	59.84%	
Drainage Revenue	204,000	17,442	121,886	59.75%	
Fees	159,500	14,551	117,920	73.93%	
Interest Income	100,000	40,083	286,184	286.18%	
Transfer In-Impact Fee	30,000	-	30,000	100.00%	
Miscellaneous Income	-	-	-	-	
Total Revenue	\$ 11,682,834	\$ 954,180	\$ 6,726,328	57.57%	
Expenditure Summary					
Utility Administration	\$ 428,484	\$ 51,326	\$ 232,107	54.17%	
Water Operations	6,631,947	462,644	4,508,932	67.99%	A
Sewer Operations	3,952,224	723,497	6,187,435	156.56%	A
Drainage Projects	255,000	-	15,375	6.03%	
Meter Reading	-	-	-	-	B
Total Expenditures	\$ 11,267,655	\$ 1,237,467	\$ 10,943,850	97.13%	
Total Revenue Over/Under Expenses	\$ 415,179	\$ (283,287)	\$ (4,217,521)		

Explanation of Major Variances:

- A** Current and year-to-date activity includes capital projects budgeted in previous years
- B** Department eliminated in FY2018-2019

City of Sachse
Monthly Revenue and Expenditure Report
April 30, 2019
(Unaudited)

	Debt Service Fund			58% of Year Completed	
	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
				0%	
Revenue Summary					
Property Tax	\$ 4,474,801	\$ 21,224	\$ 4,467,000	99.83%	
Interest Income	1,000	2,941	7,862	786.21%	
Miscellaneous Receipts					
Total Revenue	\$ 4,475,801	\$ 24,165	\$ 4,474,862	99.98%	
Expenditure Summary					
Fees	\$ 3,000	\$ 400	\$ 1,656	55.21%	
Principal	3,033,558	-	2,030,000	66.92%	A
Interest	1,430,051	-	731,204	51.13%	A
Transfer Out-Utility Fund					
Total Expenditures	\$ 4,466,609	\$ 400	\$ 2,762,860	61.86%	
Total Revenue Over/Under Expenses	\$ 9,192	\$ 23,765	\$ 1,712,002		

A Principal payments are due in February and interest payments in February and August

City of Sachse
Monthly Revenue and Expenditure Report
April 30, 2019
(Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

58% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 0%
Revenue Summary					
Sales Tax	\$ 737,500	\$ 57,187	\$ 485,037	65.77%	
Other Income	\$ 27,550	\$ 325	\$ 10,548	38.29%	
Interest Income	2,500	553	4,658	186.31%	
Total Revenue	\$ 767,550	\$ 58,066	\$ 500,243	65.17%	
Expenditure Summary					
Expenditures	767,183	44,173	333,427	43.46%	
Total Expenditures	\$ 767,183	\$ 44,173	\$ 333,427	43.46%	
Total Revenue Over/Under Expenses	\$ 367	\$ 13,893	\$ 166,816		

Explanation of Major Variances:

City of Sachse
Monthly Revenue and Expenditure Report
April 30, 2019
(Unaudited)

MUNICIPAL DEVELOPMENT DISTRICT

58% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Sales Tax	\$ 350,000	\$ 26,336	\$ 216,228	61.78%	
Other Income	\$ -				
Interest Income	1,000	13	89	8.89%	
Total Revenue	\$ 351,000	\$ 26,348	\$ 216,317	61.63%	
Expenditure Summary					
Expenditures	455,000	-	49,628	10.91%	
Total Expenditures	\$ 455,000	\$ -	\$ 49,628	10.91%	
Total Revenue Over/Under Expenses	\$ (104,000)	\$ 26,348	\$ 166,689		

Explanation of Major Variances:

**Agenda Item Details**

Meeting	Jun 03, 2019 - Regular Combined City Council Meeting
Category	D. Special Announcements
Subject	2. Presentation of scholarship award to Sachse High School Senior, Cindy Hong.
Access	Public
Type	Recognition

Public Content**BACKGROUND**

This is the sixth year that the City of Sachse is offering a \$1,000 scholarship to a student who is currently enrolled at the 12th grade level and lives in Sachse. The City Council reviewed scholarship applications at the May 6 meeting and selected Cindy Hong, a senior at Sachse High School, to be the recipient of this distinguished award. The scholarship award is made possible by the City's solid waste provider, Community Waste Disposal (CWD). Under the terms of the City's waste disposal contract, CWD provides \$1,000 annually to be used for a scholarship to a local youth from Sachse.

RECOMMENDATION

Present scholarship award to Cindy Hong.

**Agenda Item Details**

Meeting	Jun 03, 2019 - Regular Combined City Council Meeting
Category	D. Special Announcements
Subject	3. Recognize members of the Chase Oaks Church for the #LoveDoesTheUnexpected community service project.
Access	Public
Type	Information, Recognition
Goals	Provide a high quality of life environment for families, individuals, businesses, and other organizations in Sachse.

Public Content**BACKGROUND**

Chase Oaks, a local church in Sachse, recently completed several community service projects as a part of its series entitled #LoveDoesTheUnexpected. Members from the church went out into the community to pick-up trash, work on fences, and honor clients at 5 Loaves on April 27. Their acts of kindness not only transformed the physical appearance of the community, but they also served as a reminder of the value in neighbors helping neighbors. Collectively, teams worked on the following projects in Sachse:

- Cleaned up the railroad right-of-way along SH 78;
- Installed a new shed at 5 Loaves;
- Repaired an old shed at 5 Loaves;
- Worked on two fences that had code violations; and,
- Served participants at 5 Loaves' Client Appreciation Day.

The team leads in Sachse were Jamie Dunkle, Jessica Carter, Emily Boroden, and Scott and Pam Dougherty.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Present a certificate of appreciation to the Chase Oaks team.

**Agenda Item Details**

Meeting	Jun 03, 2019 - Regular Combined City Council Meeting
Category	F. Regular Agenda Items
Subject	1. Discuss Community Center operations. (Continuation from the workshop meeting if necessary.)
Access	Public
Type	Discussion, Information
Goals	Provide a high quality of life environment for families, individuals, businesses, and other organizations in Sachse.

Public Content**OVERVIEW**

Staff will present the City Council with options for hours of operation, membership fees, and reservation fees for the Sachse Community Center that is anticipated to open in January 2020. Included in the presentation will be the recommendation from the Parks and Recreation Board at the May 9, 2019 meeting as well as a staff recommendation.

POLICY CONSIDERATIONS

Staff will receive feedback from Council on the proposed hours of operation, membership fees, and reservation fees and come back to a future meeting with changes for final Council approval.

RECOMMENDATION

Discuss and provide feedback to staff.

**Agenda Item Details**

Meeting	Jun 03, 2019 - Regular Combined City Council Meeting
Category	F. Regular Agenda Items
Subject	2. Consider appointment of a Mayor Pro Tem.
Access	Public
Type	Action, Discussion
Recommended Action	Appoint (name) as Mayor Pro Tem.

Public Content**BACKGROUND**

Sachse Home Rule Charter Section 3.05 reads:

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

OVERVIEW

Previous Mayor Pro Tems have been as follows:

Cullen King 2018/2019
Paul Watkins 2017/2018
Charlie Ross 2016/2017
Brett Franks 2015/2016
Jeff Bickerstaff 2014/2015
Bill Adams 2013/2014
Jared Patterson 2012/2013
Charles Smith 2011/2012
Cullen King 2010/2011
Bill Adams 2009/2010

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Appoint a Mayor Pro Tem.

**Agenda Item Details**

Meeting	Jun 03, 2019 - Regular Combined City Council Meeting
Category	F. Regular Agenda Items
Subject	3. Consider appointments to the City's Boards and Commissions including the Municipal Development District (MDD) Board, Library Board, and the Animal Shelter Board.
Access	Public
Type	Action, Discussion, Information
Recommended Action	Appoint members to the MDD, Library, and Animal Shelter boards.

Public Content**BACKGROUND**

At the April 2, 2018, City Council meeting, the City Council amended the composition of the MDD Board to consist of the following:

- One (1) seat held by a City Councilmember.
- One (1) seat held by the City Manager.
- Two (2) seats minimum held by Park Board members.
- Three (3) seats held by any qualified residents.

On June 18, 2018, the City Council made appointments to the MDD Board. Due to the staggering terms, there were members with terms expiring in June 2019. Since the Board is newly formed and have met only a few times, the City Council collectively decided not to re-interview current members. At this time, there have been no additional applications received for the MDD Board.

Members with expiring terms include Councilman Brett Franks, Diana Smith, and Valarie Pike.

On May 20, 2019, the City Council interviewed four candidates to be considered for the Library and Animal Shelter boards due to recently receiving two resignations from the Library Board. The Animal Shelter Board vacancy has been empty since appointments in November 2018.

Candidates interviewed on May 20 were Twila Walton, Brandi Petee, Rhia Johnson, and Jarvis Chambers.

OVERVIEW

The City Council will consider appointments to the MDD Board, Library Board and Animal Shelter Board. The Library Board currently has two vacancies with the Animal Shelter Board has one.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Make appointments as appropriate.

**Agenda Item Details**

Meeting	Jun 03, 2019 - Regular Combined City Council Meeting
Category	F. Regular Agenda Items
Subject	4. Consider an Interlocal Radio System Usage Agreement with the cities of Garland and Mesquite to provide for the additional capacity of the P-25 700MHz system.
Access	Public
Type	Action, Information
Fiscal Impact	No
Budgeted	Yes
Recommended Action	Approve as presented.

Public Content**BACKGROUND**

In 2015, the City entered into an agreement with the cities of Garland and Mesquite as a subscriber to their radio system. This system operated on the 800 MHz spectrum. In 2017, the new P-25 700 MHz system became operational and the City of Sachse migrated to this system as a subscriber to the Garland/Mesquite Radio System (GRMS).

OVERVIEW

The existing agreement does not conform to the operational system being utilized. The proposed agreement encompasses the current technology and entails a five-year initial term with options for five-year renewals.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Staff recommends authorizing the City Manager to execute the Interlocal Radio System Usage Agreement.

Radio System Usage Agreement Presentation.pdf (469 KB)

Interlocal Radio System Usage Agreement.pdf (218 KB)

Garland/Mesquite Radio System Usage Agreement

CITY COUNCIL

JUNE 3, 2019



Background

- In 2015, the City of Sachse began the process of upgrading to a P-25 compliant radio system and entered into a contract with Garland & Mesquite to participate as a subscriber to their system
- In 2017, the system became operational
- The City had previously operated radio channels through the Garland Radio System
- The system is operated under three distinct agreements.
 - Interlocal Radio System User Agreement (Action Item)
 - Master Interlocal Service Agreement
 - Work Order Agreement



Background, Cont.

- **Master Interlocal Service Agreement**
 - Details how repairs/service/maintenance is performed
 - In effect through September 2026
- **Work Order Agreement**
 - Covers Subscriber fees paid per radio utilized
 - Labor rate for repairs performed by Garland Radio Shop
 - In effect through September 2019, annual renewal



Background Cont.

- Interlocal Radio System Usage Agreement. (Action Item)
 - Existing agreement details operation of old 800 MHz system
 - New agreement in essence is simply change of language to account for operation of new system (P-25 700 MHz)
 - Usage of system fees covered in this agreement
 - Five (5) year term with five (5) year renewal options



Impact

- No budget impact for FY 2019/2020
- No change to provisions or how system operates
- Significant increase to FY 2020/2021 Budget
 - Motorola Warranty Expires Sept. 2020
 - Significant fee increase \$43,000 FY 2020/2021
 - Infrastructure, Hardware/Software repair, support, updates
 - Labor split between Motorola/Garland Radio Shop
- Other agencies are coming onto the system:
 - Highland Park
 - University Park
 - Seagoville
 - Richardson?



Next Steps

- Council consider authorizing execution of agreement





Questions

**INTERLOCAL RADIO SYSTEM USAGE AGREEMENT
(Subscriber Participant Agreement)**

This Interlocal Agreement ("Agreement") is made and entered into on this ____ day of _____ 2019 by and between the **CITY OF GARLAND** ("Garland") and **CITY OF MESQUITE** ("Mesquite"), Texas home-rule municipalities (collectively, the "System Owners"), and the **CITY OF SACHSE**, ("Sachse") a Texas home-rule municipality. System Owners and Sachse may be collectively referred to as the "Parties" or individually as a "Party".

WITNESSETH:

WHEREAS, System Owners and Sachse are local governments within the State of Texas, and each is engaged in the provision of governmental services for the benefit of its citizens; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"), provides authority for local governments of the State of Texas to enter into Interlocal Agreements with one another for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the System Owners and Sachse wish to enter into this Agreement to provide for the use of a portion of the additional capacity of the 700 MHz System by Sachse under such terms as will not interfere with the use, ownership or operation of the 700 MHz System by the System Owners; and

WHEREAS, System Owners have investigated and determined that it would be advantageous and beneficial to the citizens of their respective jurisdictions to purchase and implement a combined wide area, multi-site digital trunked simulcast radio system that is compliant with P-25 interoperability standards (the "System"); and

WHEREAS, the Parties acknowledge that System Owners have entered into *The City of Garland and the City of Mesquite Radio System Interlocal Agreement* dated July 7, 2015 (the "Garland/Mesquite Radio System ILA"), a copy of which has been provided to Sachse regarding, inter alia, the installation, operation, administration, maintenance and implementation of the System; and

WHEREAS, Sachse has investigated and determined that it would be advantageous and beneficial to the citizens of Sachse to participate in the new System as a Subscriber Participant (defined below).

NOW, THEREFORE, under the authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, the System Owners and Sachse, for the mutual consideration hereinafter stated, agree as follows:

Section 1. General.

1.01 Definitions.

“700 MHz System” shall mean the 700 MHz frequencies of the System that System Owners are providing for Sachse’s use.

“Effective Date” means the later of the dates this Agreement is approved by the governing bodies of the System Owners and Sachse and signed by the authorized representatives of each entity.

“Governance Board” means the administrative governing body tasked with the operation and administration of the System and being more particularly described in the Garland/Mesquite Radio System ILA.

“Infrastructure Components” means the equipment, materials, hardware, software, firmware, structures and other items composing a portion of the System.

“Infrastructure Participants” means municipalities, whether one or more, other than System Owners, that participate in the System by using services provided by the System and that own Infrastructure Components of the System located within their respective municipalities. Infrastructure Participants shall pay Participant Fees in accordance with fee schedules established from time to time by the Governance Board.

“Initial Term” means that period of time commencing upon the Effective Date and concluding at midnight on September 30th of the fifth calendar year thereafter.

“Participant” means an Infrastructure Participant or a Subscriber Participant and **“Participants”** collectively means all Infrastructure Participants and Subscriber Participants.

“Patching” means cross connecting a radio or Talk Group(s) to other Talk Group(s) or channel(s) on other radio systems.

“Renewal Term” means the five (5) year renewal periods following the Initial Term and beginning on the first day of October immediately following the conclusion of the Initial Term or prior Renewal Term and renewing on October 1st of each fifth calendar year thereafter (individually, a “Renewal Term”; collectively, the “Renewal Terms”).

“Shared Components” means the components of the System that are jointly owned by System Owners as more fully defined in the Garland/Mesquite Radio System ILA. The term shall also mean the components of the System that will be owned by System Owners, but also used to support the operations of Sachse.

“Simulcast Cell” means a standalone multi-site trunked radio system that operates off the master site owned by System Owners.

“Subscriber” or **“Subscriber radio”** means an individual Motorola Phase 2 Project 25 radio used by Sachse.

“Subscriber Participant” means the various municipalities, school districts, and other third parties, other than Infrastructure Participants and the System Owners, that participate in the System by using services provided by the System and that own their own subscriber units (radios) or other related components, which provide access to the System. Subscriber Participants are referred to in the Garland/Mesquite Radio System ILA as “Non-Infrastructure Participants” and all references in this Agreement to “Subscriber Participant” or “Subscriber Participants” shall mean “Non-Infrastructure Participant” or “Non-Infrastructure Participants” under the Garland/Mesquite Radio System ILA. Subscriber Participants shall pay Participant Fees in accordance with fee schedules established from time to time by the Governance Board.

“System” means a wide area, multi-site (“simulcast”) digital trunked radio system compliant with P-25 interoperability standards as more expressly defined in the Garland/Mesquite Radio System ILA and shall include the Shared Components, the Non-Shared Components, and all Infrastructure Components.

“System Owners Technical Advisory Board” means the group of technical personnel selected to advise the Governance Board and being more particularly described in Section 6.04 of the Garland/Mesquite Radio System Interlocal Agreement dated July 7, 2015, a copy of which has been provided to Sachse.

“Talk Group” means a specific channel name assigned to Sachse.

“Term” means, with the exception of the Initial Term as defined herein above, a five (5) year period, commencing on October 1 and terminating at midnight on September 30th of the fifth calendar year thereafter (the “Termination Date”), unless sooner terminated as provided herein, for each successive Renewal Term.

Section 2. Use of the 700 MHz System.

2.01 Capacity. The System Owners agree to provide Sachse use of additional capacity of the 700 MHz System. Exhibit A defines the number of Talk Groups and Subscribers Sachse is authorized to use on the System. As technical improvements are made to the 700 MHz System by the System Owners, and provided that the System Owners have sufficient system capacity (as determined by the System Owners in their sole discretion) for their own present and future needs and those of others with whom the System Owners may enter agreements for use of the additional capacity of the 700 MHz System, Sachse may add additional units to the 700MHz System under the same terms and conditions contained herein.

2.02 Notification by Subscriber Participant. Sachse, as a Subscriber Participant, agrees to notify the System Owners Technical Advisory Board of:

- (a) Sachse’s entire inventory of Subscriber radios being used on or in conjunction with the 700 MHz System; and
- (b) any changes in that inventory within ten (10) days after such change.

2.03 Talk Group Auto-Roaming. System Owners do not guarantee any Subscriber Participant's Talk Group will be authorized to operate on all tower sites in the System ("auto-roam"). A Subscriber Participant may request, in writing, that the System Owners authorize a Talk Group to auto-roam between towers on the System. In accordance with Article VI of the Garland/Mesquite Radio System ILA, the Technical Advisory Board shall review all such requests to ensure the request does not negatively impact the System's quality of service. The Technical Advisory Board shall recommend the Governance Board authorize or deny the request. The Governance Board shall then, at its sole and final discretion, authorize or deny the request and notify the Subscriber Participant of its decision.

Section 3. Terms of Use. The Subscriber Participant is to use the System strictly in accordance with, and under the terms of use set forth in, Exhibit A.

Section 4. Fees.

4.01 Payment. Sachse shall remit payments to Garland in the amount and manner set forth in Exhibit A.

4.02 Payment source. All payments made by Sachse under this Agreement must be made from current revenues available to Sachse.

4.03 Adjustment of fees. The System Owners may adjust the annual fees based on an estimation of their variable costs, such as maintenance and operating expenses. The System Owners shall provide Sachse with one hundred and twenty (120) days' prior written notice of any adjustment which would increase the annual fees.

4.04 Pro rata policy. In the event this Agreement terminates on any day other than September 30 of a given year of the Term, a refund or fee shall be made on a pro rata basis.

(a) If the Agreement terminates within a year for which Sachse has paid the annual fee, Sachse shall be entitled to a pro rata refund of fees paid.

(b) If the Agreement terminates during a year for which Sachse has not paid the annual fee, the System Owners shall be entitled to a pro rata payment of fees for the unpaid services. This pro rata payment shall be based upon the fee that would otherwise have been due on the October 1 immediately preceding the termination date, including any adjustment of the fees that has occurred, provided the System Owners sent written notice of the fee adjustment to Sachse prior to receiving the requisite written notice set forth in Section 6 below.

Section 5. System Management; Disclaimer of Warranties. It is understood by the Parties that the intent of this Agreement is only for airtime usage of the 700 MHz System, and does not provide Sachse control of the System or any part of the System. This Agreement does not provide Sachse with any ownership rights to any part of the System. **The System Owners make no representations or warranties, either express or implied, as to the System or its components, and Sachse acknowledges that the use of the System is being provided to Sachse on an "AS-IS", "WHERE IS" basis with any and all latent and patent defects. The System Owners**

expressly disclaim any warranty or representation as to the System's coverage, quality, dependability, performance, continuation of service, non-infringement, merchantability, fitness for any particular purpose or fitness for the uses intended by Sachse. Sachse assumes the entire risk as to the results and use of the System or its components. The System Owners shall not be liable to Sachse, its employees, agents, representatives, officials or to any other person or entity for any indirect, incidental, special or consequential damages whatsoever, including, but not limited to, damages for any loss of use, time, data, goodwill, revenue or profit, in any way related to or arising from this Agreement, the use, misuse or non-use of the System by Sachse and/or any inadequacies of coverage, quality, dependability, performance, errors or interruption in service or partial or total failure of the System even if the System Owners have been advised of the possibility of such damages. The System Owners and their employees, agents, representatives and officials shall not be liable to Sachse, its employees, agents, representatives, officials or any other person or entity for personal injuries, death or property damage due to or arising from the use, misuse or non-use of the System by Sachse and/or arising from any inadequacies of coverage, quality, dependability, performance, errors or interruption in service or partial or total failure of the System. To the extent allowed by law, Sachse agrees to indemnify and hold the System Owners and their respective employees, agents, representatives and officials harmless from and against all liability of any nature whatsoever for personal injuries, death or damage to tangible property caused by or arising from the use, misuse or non-use of the System by Sachse. It is expressly intended by the Parties that the disclaimer of warranties and the indemnity by Sachse contained in this Section 5 shall expressly survive the expiration or termination of this Agreement.

Section 6. Termination.

6.01 Termination by owner. The System Owners may terminate this Agreement upon providing Sachse with the lesser of

(a) at least one hundred and twenty (120) days' written notice of termination for terminations made on an at-will basis; or

(b) thirty (30) days written notice to Sachse in the event Sachse fails to make any payment due or otherwise breaches an obligation of Sachse under this Agreement;

6.02 Termination by Sachse. Sachse may terminate this Agreement, at will and without cause or penalty, upon providing the System Owners with at least one hundred and twenty (120) days' written notice of termination.

6.03 Termination for failure to appropriate. Sachse agrees to notify the System Owners within five (5) business days if Sachse fails to appropriate funds for payment of its obligations under this Agreement. This Agreement will expire thirty (30) days after provision of the written notice.

6.04 Payment or refund of fees upon termination. Upon termination of this Agreement on any day other than September 30 of a given year, any payment or refund shall be on a pro rata basis as set forth in Section 4.04 of this Agreement.

Section 7. Garland/Mesquite Radio System ILA; Waiver, Release and Covenant Not to Sue.

The Parties acknowledge that Garland and Mesquite have entered into the Garland/Mesquite Radio System ILA, a copy of which has been provided to Sachse, regarding, inter alia, the installation, operation, administration, maintenance and implementation of the System and that pursuant to the Garland/Mesquite Radio System ILA, Mesquite has certain rights to terminate the Garland/Mesquite Radio System ILA as more fully set forth in the Garland/Mesquite Radio System ILA. The Parties expressly agree that this Agreement does not alter, affect, modify or amend the Garland/Mesquite Radio System ILA in any manner including, without limitation, this Agreement does not affect or limit in any way Mesquite's right to terminate the Garland/Mesquite Radio System ILA. The Parties further agree that in the event Mesquite exercises its right to terminate the Garland/Mesquite Radio System ILA under the terms and subject to the conditions set forth in the Garland/Mesquite Radio System ILA, (i) the System as defined in this Agreement and the Participant Agreement shall no longer include any components of the System owned solely by Mesquite; (ii) upon such termination, neither Garland or Sachse shall have any right to access or use the components of the System that are owned solely by Mesquite; and (iii) upon such termination, any access or use of the Shared Components of the System shall be limited to the rights of access and use, if any, that expressly survive the termination of the Garland/Mesquite Radio System ILA.

Section 8. Notices. All notices required or permitted to be given to any Party hereto shall be in writing and shall be considered properly given if sent by United States electronically tracked certified mail, return receipt requested, in a postage paid envelope addressed to the respective Parties at the following addresses or by delivery of the notice in person to the intended addressee by hand delivery or by a nationally recognized courier service having the ability to track shipping and delivery of notices including but not limited to services such as Federal Express or United Parcel Service (UPS). Notices mailed by certified mail as set forth above shall be effective two (2) days after deposit in the United States mail. Notices given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the Parties shall be as set forth below; provided, however, that any Party shall have the right to change such Party's address for notice purposes by giving all other Parties at least thirty (30) days prior written notice of such change of address in the manner set forth herein:

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

Notices to System Owners:

Garland Representative:

Chief Information Officer
City of Garland
1490 State Highway 66
Garland, Texas 75040

With a copy to:

City Attorney
City of Garland
200 North Fifth Street, 4th Floor
Garland, Texas 75040

Mesquite Representative:

With a copy to:

Fire Chief
City of Mesquite
1515 N. Galloway
Mesquite, Texas 75149

With a copy to:

City Attorney
City of Mesquite
1515 N. Galloway
Mesquite, Texas 75149

Section 9. Dispute Resolution.

9.01 In general. In the event of a dispute between the Parties regarding the terms, performance, or any other aspect of this Agreement, the Parties shall attempt to resolve the dispute as set forth in this Section.

9.02 Opportunity to cure. If a Party asserts that any other Party(s) has breached any provision of this Agreement or any active Work Order, the non-breaching Party shall provide the breaching Party(s) written notification of the alleged breach, describing the facts and circumstances the non-breaching Party claims constitutes the breach. The breaching Party(s) shall have one hundred and twenty (120) days to cure any such breach.

9.03 Informal mediation. The Parties agree that, in the event of a dispute, the appropriate technical directors and other City officials, including, but not limited to, a representative from the Parties' respective City Attorney's office, shall conduct a meeting, via telephone or in person, and shall conduct a substantive discussion of each and every dispute in a good faith effort to resolve the dispute.

Notices to Sachse:

Sachse Representative:

City of Sachse
ATTN: Gina Nash
3815 Sachse Road, Building B
Sachse, Texas 75048

With a copy to:

9.04 Formal mediation. In the event the Parties are unable to resolve the dispute through the informal mediation procedure set forth above, the Parties shall submit the dispute to formal mediation to be conducted at a mutually acceptable location in Dallas County, Texas. Formal mediation shall be a prerequisite for filing suit. The mediator shall be selected as follows:

(a) The Parties may jointly agree upon a particular mediator. All expenses of the mediation, including required traveling and other expenses or charges of the mediator, shall be borne equally by the Parties. The expenses of participants, such as expert witnesses for any side, shall be paid by the Party requesting the participant's attendance.

(b) If the Parties are unable to jointly agree upon a mediator, the Parties shall request Burdin Mediations ("Burdin") to appoint a mediator and conduct the mediation. All mediation expenses, including any fees imposed by Burdin as well as any required traveling and other expenses or charges of the mediator, shall be borne equally by the Parties. The expenses of participants for any Party shall be paid by the Party requesting the participant's attendance.

9.05 Litigation. In the event the Parties are unable to resolve any dispute through either informal or formal mediation, the dispute may be pursued through litigation.

9.06 Venue. The exclusive venue for all disputes shall be in any civil District Court of Dallas County, Texas.

9.07 Recovery of litigation costs. Each Party shall bear its own costs, reasonable expenses, expert fees and reasonable attorney's fees.

Section 10. No Assignment. No Party shall have the right to assign its interest in this Agreement without the prior written consent of the other Parties.

Section 11. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 12. Waiver. Both the System Owners and Sachse shall have the right to waive any requirement contained in this Agreement, which is intended for the waiving Party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the non-waiving Party(s). No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 13. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. All Parties have participated in the negotiation and

preparation of this Agreement, and this Agreement shall not be construed either more or less strongly against or for any Party.

Section 14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 15. Entire Agreement. It is understood and agreed that this Agreement contains the entire Agreement between the Parties and supersedes any and all prior agreements, arrangements or understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. This Agreement may only be modified by a writing signed by all Parties that expressly calls for its modification and not by implication from any other written document or oral agreement. This shall not prevent other documents from being incorporated by reference.

Section 16. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the Parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the Parties hereto shall be deemed to create any relationship between the Parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement. There are no third-party beneficiaries to this Agreement and no third-party beneficiaries are intended by implication or otherwise.

Section 17. No Creation of Debt. To the extent, if any, that this Agreement imposes an obligation on any Party to make a payment or other expenditure of any sort, such payment or expenditure shall be payable solely from current revenues that are immediately available for such purposes, and no debt is or is intended to be created by reason of said Agreement. All obligations of a Party under this Agreement are payable solely from that Party's operations budget in parity with all other operating expenses of that Party and no ad valorem tax revenue or other revenues of that Party shall in any manner be pledged or be deemed to have been pledged to the payment of any amounts under this Agreement nor shall any Party have the right to demand payment of any amounts under same be paid from funds raised or to be raised from ad valorem taxation. The obligations under this Agreement shall never be construed to be a debt or pecuniary obligation of any Party of such kind as to require that Party to levy and collect ad valorem taxes to discharge its obligations and no obligation of any Party to make a payment or other expenditure under same shall be payable through funds raised by taxation. No Party has created and no Parties are required to create any sort of sinking fund to secure the obligations of payment or other expenditure under this Agreement. To the extent not otherwise covered in this Agreement, each Party retains its governmental and sovereign immunities and its limitations of liability. The Parties agree that each Party is entering into this Agreement in its governmental capacity and the subject and nature of these agreements are governmental rather than proprietary. In any event, the procedures and limitations of Chapter 271, Texas Local Government Code apply.

Section 18. No Waiver of Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or

defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein.

Section 19. Rights of Non-parties. Nothing contained in this Agreement shall be construed to give or grant any rights to persons or entities not a party to this Agreement.

EXECUTED this ____ day of _____, 2019.

CITY OF GARLAND, TEXAS

Bryan Bradford
City Manager

Approved as to form:

Stephen M. Hines
Sr. Assistant City Attorney

EXECUTED this ____ day of _____, 2019.

CITY OF MESQUITE, TEXAS

Cliff Keheley
City Manager

Approved as to form:

Ileana Fernandez
Assistant City Attorney

EXECUTED this ____ day of _____, 2019.

CITY OF SACHSE, TEXAS

Gina Nash
City Manager

Approved as to form:

City Attorney

EXHIBIT A

TERMS OF USE

1. All definitions set forth in the Usage Agreement are incorporated herein by reference.
2. The System Owners own Federal Communications Commission (FCC) license(s) that the System uses for its operation for site 1. Site 1 is defined as the original nine-site simulcast system. This Agreement shall not be construed or interpreted to grant, convey, or otherwise provide Sachse with any rights whatsoever to the System Owners' FCC license(s) or to the radio frequency spectrum used by the System.
3. The installation and maintenance of the System zone controller equipment is the responsibility of the System Owners unless otherwise stated in this Agreement.
4. The System Owners make no guarantee, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location. Sachse is responsible for conducting appropriate and applicable in-building and geographical coverage testing to determine the expected radio coverage level for Sachse's equipment.
5. In order to ensure hardware and software compatibility with the System infrastructure, all Subscriber radios and console(s) intended for use by Sachse on the System shall be compliant with Project 25 Phase 2 TDMA standards established by the Telecommunications Industry Association. The use of unauthorized radios on the System may result in suspended operation of the unauthorized radios, the Subscriber radios, and/or termination of this Agreement.
6. Antennas greater than 3dB will be not allowed for mobiles and consolettes. Power settings may not exceed 15 watts. Exceptions may be made upon approval of the System Owners.
7. The use of the System is for voice communications. The use of data shall be restricted and must be approved by the System Owners.

Applicable Fees

8. Sachse agrees to pay the System Owners a fee of Two Hundred Forty-Three and No/100 Dollars (\$243.00) per year for each authorized Talk Group and a fee of One Hundred Sixty-Eight and No/100 Dollars (\$168.00) per year for each of Sachse's Subscriber radios. Payment of the initial sum shall be calculated on a pro rata basis from the Effective Date through September 30, 2019. Payment of the initial sum under this Agreement is due on the Effective Date. Thereafter, payment shall be due on or before the first day of October of each year of this Agreement. System Owners may adjust the annual fees based on an estimation of its variable costs, such as maintenance and operating expenses. System

Owners agree to notify Sachse one hundred and twenty (120) days prior to the effective date of the fee adjustment. All payments made by Sachse pursuant to this Agreement must be made from current revenues available to Sachse.

9. Sachse agrees to pay the System Owners a one-time fee of One Hundred and No/100 Dollars (\$100.00) for each Subscriber radio added to the System. This fee covers the administrative duties of the System zone controller and the initial programming of the new Subscriber. This fee shall be paid when Sachse requests the new Subscribers be added to the System.
10. Sachse agrees to pay the System Owners a one-time fee of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) for each console position added to the System. This fee covers the administrative fees and console programming of the zone controller only. Sachse must provide the System Owners the console design parameters, Motorola equipment list and installation services for review. This fee shall be paid when Sachse requests System Owners program the console to be added to the System.
11. All payments to System Owners under this Agreement must be made payable to Garland, which shall hold such payments in trust for the benefit of the System Owners.
12. The System Owners authorize Sachse the use of eight (8) Talk Groups and up to two hundred (200) Subscriber radios on the System.
13. Sachse agrees to maintain a Motorola ASTRO 25 System Upgrade Agreement II (SUA II) for all fixed network equipment. In the event the SUA II is not maintained, the System Owners will notify Sachse that the fixed network equipment will be disconnected from the zone controller. Sachse shall be responsible for the loss of functional when disconnected from the zone controller.
14. Sachse shall retain a maintenance agreement on Subscriber radios, consoles and other fixed network equipment.
15. The use of telephone interconnect is not authorized.
16. Due to radio infrastructure resource allocations required by the "Private Call" function, Sachse shall not utilize "Private Call" on the System.
17. Patching shall be done only as necessary for a specific event or emergency. Should continuous patching to other systems or agencies become necessary, Sachse shall obtain prior written approval from the Governance Board described in the Garland/Mesquite Radio System ILA, a copy of which has been provided to Sachse.
18. System Priorities. The Parties agree that priority of radio transmissions on the System shall be as follows (from highest to least priority):
 - a. Emergency Activation

- b. Police/Fire
- c. General Government

It is Sachse's responsibility to provide the System Owners a list identifying which Subscriber radios fall within each of these categories.

**Agenda Item Details**

Meeting	Jun 03, 2019 - Regular Combined City Council Meeting
Category	F. Regular Agenda Items
Subject	5. Discuss the 2019-2020 Capital Improvement Plan (CIP) proposed street projects.
Access	Public
Type	Discussion, Information
Goals	Strategically invest in the City's existing and future infrastructure.

Public Content**BACKGROUND**

The Capital Improvement Plan is updated on an annual basis as a part of the City's Fiscal Year Budget process. Street maintenance and expansion projects are included in the Capital Improvement Plan as projects identified for the current year and future years.

OVERVIEW

Street maintenance and expansion projects are critical to the quality of life of Sachse citizens and the long term success of the community. This item will present staff's recommendations on the following items:

- Street maintenance projects
- Street expansion projects
- Street lighting projects

Staff is seeking feedback from the City Council on:

- Selection of projects
- Funding methodology
- A discussion of maintenance versus expansion of asphalt collector roads

POLICY CONSIDERATIONS

On an annual basis, street projects are considered for inclusion in the Capital Improvement Plan and Fiscal Year Budget.

RECOMMENDATION

There are no recommendations affiliated with this item at this time. Staff is seeking discussion and feedback on the recommended projects.

PASER RATING 2019 DRAFT.pdf (165 KB)

CIP Presentation - Streets.pdf (2,257 KB)

2019-2020 Capital Improvement Plan

CITY COUNCIL MEETING

JUNE 3, 2019



Overview

- Key Active & Completed Projects
- Capital Project Needs
- Project Recommendations by Classification
- Funding Methodology
- Collector Road Methodology
- Next Steps



Key Active & Completed Projects

Streets

- Sachse Road/5th Street Widening Phase 1
 - *Project currently advertised for bid*
- Merritt Road Widening & Re-alignment
 - *Project beginning environmental analysis and data collection phase*
- Dewitt/Ingram Signal Design & Construction
 - *Design underway*
- Tina Street Rehabilitation
 - *Completed February 2019*
- Sachse South Estates Rehabilitation
 - *Completed April 2019*
- Sable Lane & Pecan Grove Rehabilitation
 - *Contractor scheduling projects for Summer*
- Brookview Court Alley
 - *Underway*
- Sachse Road Asphalt Rehabilitation
 - *Completed late Fall 2018*
- Salmon Estates Phase 8 Panel Replacement
 - *In-house projects – completed March 2019*
- Murphy Road Panel Replacement
 - *Underway*
- Woodbridge Parkway Panel Replacement
 - *Planned for Summer 2019*
- Bunker Hill Road Panel Replacement
 - *Planned for Summer 2019*

Capital Project Needs

- Streets
- Maintenance
- Expansion
- Lighting



Streets

EXPANSION



Project Scoring

- Staff has developed a simple project scoring methodology based upon the following factors:
 - Degree of Impact (15%)
 - Safety Concern (25%)
 - Core Service (25%)
 - Quality of Life (20%)
 - Economic Development (15%)
- The score of each category is from 0-3 based upon the level of impact:
 - 0 – no impact or benefit
 - 1 – local impact/benefit
 - 2 – regional impact/benefit
 - 3 – City-wide impact/benefit

Arterial Roads

Project Number	Project Name	Estimated Project Cost	Degree of Impact	Safety Concern	Core Service	Quality of Life	Economic Development	Total Score
			15%	25%	25%	20%	15%	
R-12-09a	Sachse Road widening - Muddy Creek Bridge to Woodbridge Parkway	\$ 15,000,000.00	3	2	3	3	3	2.8
R-13-11	Blackburn/Ingram Widening	\$ 5,000,000.00	3	2	3	2	1	2.3
R-12-09c	Sachse Road widening - Miles to Woodbridge Parkway	\$ 12,000,000.00	2	3	3	1	1	2.2
R-19-01	Pleasant Valley Road - Miles Road to Merritt Road (South)	\$ 6,500,000.00	1	0	3	2	2	1.6
R-13-03	Pleasant Valley Road - Merritt to City Limit	\$ 20,000,000.00	2	1	3	1	0	1.5

Key: 0 – no impact

Collector Roads

Project Number	Project Name	Estimated Project Cost	Degree of Impact	Safety Concern	Core Service	Quality of Life	Economic Development		Total Score
			15%				25%	15%	
R-17-03	Sachse Road - SH 78 to 5th Street	\$ 1,750,000.00	2	0	3	1	3	2	1.6
R-17-04	Bailey & Hooper Road	\$ 4,000,000.00	2	0	3	2	3	0	1.5
R-19-02	Williford Road	\$ 3,000,000.00	2	0	3	2	3	0	1.5
R-17-06	Ben Davis Road (Ponderosa Drive to SH 78)	\$ 750,000.00	2	0	3	1	3	0	1.3
R-17-05	Westcreek - Sachse Road to Timbercreek	\$ 1,000,000.00	2	0	3	1	3	0	1.3

Unimproved Roads – Maintenance vs Expansion

- All of our unimproved arterial and collector roads are currently 2-lane asphalt roads in varying levels of deterioration.
- The cost to improve these roads is significant, and the time required to fund, design, and construct them takes years.
- One of the primary decisions to consider is what level of maintenance funding should be dedicated to maintaining roads identified for expansion.
- Staff is exploring options for funding asphalt maintenance of Merritt Road between now and the start of construction for the expansion project. The goal is to provide the City Council with a plan at a June City Council Meeting to consider including in the Capital Improvement Plan.
- Additional considerations will need to be made regarding arterial and collector roads which are not currently funded for expansion.

Arterial Road Methodology

- The remaining unimproved arterial roads which are not yet funded for expansion in the City include:
 - Blackburn-Ingram
 - Pleasant Valley Road
 - Future Phases of Sachse Road
- These roads are mostly located along property which is already developed and/or is not likely to re-develop in the near future. Therefore, Roadway Impact Fees and Development Agreements will not be as successful in improving these roads as we have historically seen.
- Construction costs for roads are increasing at staggering rates. A year-over-year inflation of 10+% is being seen.
- For planning purposes, an estimate of \$1,500,000 per lane/mile is being used currently. However, this number may need to increase based on rising construction costs.

Collector Road Methodology

- The remaining unimproved Collector Roads which are not yet funded in Sachse include:
 - Bailey Road/Hooper
 - Williford Road
 - Third Street
- These roads are mostly located along residential property which is already developed and/or is not likely to re-develop in the near future. Therefore, it is unlikely that the City will be able to partner with a developer to reconstruct these roads. The funding will be 100% City.
- The standard City Collector is a 37' wide street. This width allows for on-street parking. However, the adjacent residential lots on these streets are larger, and have long driveways, making on-street parking less important.
- One option to reduce costs would be to allow these collector roads to be constructed with a narrower street section (31' instead of 37').

Streets

MAINTENANCE



Street Maintenance Tax Program

The City has a voter-approved $\frac{1}{4}$ cent sales and use tax dedicated to Street Maintenance.

As part of the CIP Update process, staff reviews the conditions of existing streets and includes street rehabilitation needs in the CIP for Street Maintenance Tax (SMT) funding.

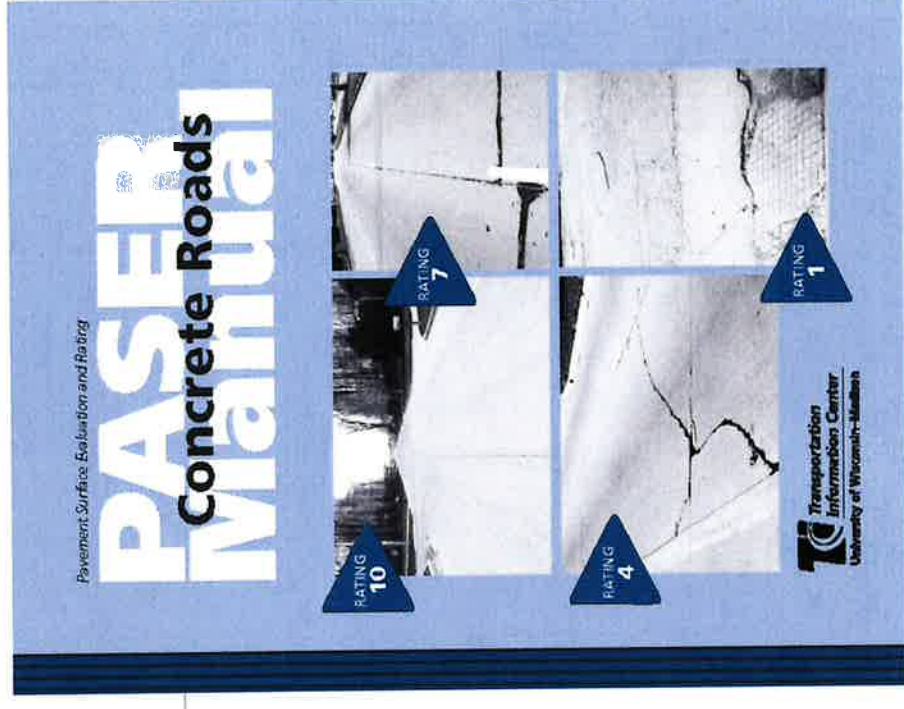
For FY 2019-20, the anticipated available funding is \$370,000.

Historically, the majority of SMT funding has gone toward maintenance and rehabilitation projects of local neighborhood streets.



PASER System

- Pavement Surface Evaluation and Rating (PASER) is a commonly used system for evaluating the conditions of streets.
- It was established by the University of Wisconsin-Madison.
- Allows for simple and consistent scoring of street conditions.
- The staff PASER assessment was completed in known areas of concern. It does not yet include every street in the City.
- Staff will continue to utilize the PASER system and review street conditions on an annual basis.



Street Maintenance Methodology

- Identify the lowest scoring streets which have feasible budgets to be improved with Street Maintenance Tax Funds.
- Utilize County participation to rehabilitate major roadways.
- Utilize Street Department staff to complete smaller, manageable panel replacement project on streets where it will have the biggest impact.
- Utilize private construction companies to handle larger projects.
- Focus on raising streets to a PASER rating of 7+.

Street Maintenance Funding

- Street Maintenance Tax Fund - \$370,000/year.
- General Fund - Street Department Repair Budget
 - Total - \$350,000/year
 - Estimated available for stand-alone CIP projects - \$150,000/year



Proposed Street Maintenance Tax Projects

- Park Lake Boulevard Panel Replacement
 - Sachse Road to Brookglen Drive
 - PASER Score: 2
 - Estimate: \$125,000
- 3rd Street
 - Blackburn Road to SH 78
 - PASER Score: 2
 - Estimate: \$180,000
- Brookview Drive – Phase 1
 - SH 78
 - PASER Score: 2
 - Estimate: \$60,000

Street Department Projects

- Staff also identifies key projects to be completed through the Street Department's line item for street maintenance within the Annual Operating Budget. These funds come from the General Fund.
- The Street Department Maintenance Line Item is estimated to be \$350,000 for FY 19-20. (same as in FY 18-19)
- A significant amount of this money is spent on small maintenance projects throughout the year to maintain current street conditions (potholes, curb replacement, individual panel replacement, etcetera). These projects are typically small in size and are in response to customer calls regarding new damage.
- Staff estimates that approximately \$150,000 can be allocated to planned projects to be completed by staff and/or a private contractor. This will allow the remaining funding to continue to be used for small maintenance projects. Staff will be putting together a detailed list of panel replacement projects with a total budget of \$150,000, to be funded through the Street Department maintenance line item.

Supplemental Street Maintenance Options

- Maintenance of City streets is a continuous process. As a part of the budget process, staff reviews a wide range of potential maintenance projects throughout the City, selecting projects based upon street condition, project size, and available funding.
- Staff has compiled a list of several supplemental street maintenance projects which could be considered by the City Council if funding is available.
- These projects are all streets in need of maintenance, will be eligible for future funding if not completed during the FY 19-20 year.

Supplemental Street Maintenance Option #1

- Salmon Estates Rehabilitation –
Estimate: \$400,000
 - William Street – PASER 3, \$100k
 - Jewel Street – PASER 4, \$75k
 - Salmon Street – PASER 4, \$50k
 - Lillie Street – PASER 4, \$50k
 - 7th Street – PASER 4, \$100k



Supplemental Street Maintenance Option #2

- Peachtree & Park Lake Estates Rehabilitation – Estimate: \$400,000
 - Peachtree Lane – PASER 3, Cost: \$130k
 - Orchard Drive – PASER 3, Cost: \$250k
 - Blossom Drive – PASER 5, Cost: \$20k



Supplemental Street Maintenance Option #3

- Asphalt Rehabilitation Package – Estimate \$400,000
 - Hilltop Trail & Meadow Lane, PASER: 2, \$190,000
 - Anthony Lane, PASER: 2, \$210,000



Supplemental Street Maintenance Option #4

- Alley Rehabilitation Package - \$500,000
 - Alley between Missouri Street and William Street
 - Alley behind Hunters Ridge from 4303 to 4519
 - Alley behind Gatewood Court from 4604 to 4808
 - Alley behind Highridge Drive from Ben Davis to 2412 Highridge
 - Alley behind Jewel Street from 3711 to 7th Street
 - Alley behind Lance Lane from 3002 to 3112
 - Alley behind Tina Street from 2918 to 2942
 - Alley behind Emerson Way from 4104 to 4116
- Staff will be reviewing the feasibility of performing some of this work in-house, to save money

Street Lighting

EXPANSION



Lighting

Project Number	Project Name	Estimated Project Cost	Degree of Impact	Safety Concern	Core Service	Quality of Life	Potential Partnership	Total Score
			15%	25%	25%	20%	15%	
L-19-02	Maxwell Creek Road Lighting	\$ 550,000.00	2	1	2	2	2	1.8
L-19-03	Sachse Road Lighting - Muddy Creek to Woodbridge Parkway	\$ 450,000.00	2	0	2	2	2	1.5
L-19-05	SH 78 Lighting - Ranch Road to City Limit	\$ 500,000.00	2	0	2	3	0	1.4
L-19-01	Ranch Road Lighting	\$ 500,000.00	2	0	2	2	1	1.4
L-19-04	Sachse Road Lighting - Miles to Merritt	\$ 500,000.00	2	0	2	2	0	1.2
L-19-07	Miles Road Lighting - PGBT to Sachse Road	\$ 725,000.00	2	0	2	2	0	1.2
L-19-06	Pleasant Valley Road Lighting - Merritt Road to City Limit	\$ 1,000,000.00	2	0	2	1	0	1.0

Staff Recommendations

- Staff's recommended projects are shown based upon our review of the current Capital Improvement Plan list, review of available funding sources, and our assessments of paving conditions.
- Staff is seeking feedback on the preliminary recommendations for projects to include in the FY 2019-2020 Capital Improvement Plan.

Next Steps

- Staff is seeking feedback on overall policy pertaining to the Capital Improvement Plan (CIP), and feedback on any individual projects which the Council would like staff to provide more detail on, further analysis, or move up/down the priority list.
- The CIP is updated as a part of the annual budget process. Below is a timeline for finalizing the CIP:
 - June 3rd
 - Staff presentation of Streets Projects
 - July
 - Staff presentation on Parks and Trails CIP Projects
 - Staff presentation of full draft Capital Improvement Plan with finalized costs
 - August
 - Staff presentation of final Capital Improvement Plan for FY 2019-2020



Agenda Item Details

Meeting	Jun 03, 2019 - Regular Combined City Council Meeting
Category	F. Regular Agenda Items
Subject	6. Consider a resolution approving the terms and conditions of a professional services agreement between the City of Sachse and Freese & Nichols, Inc. in an amount not to exceed One hundred seven thousand and zero cents (\$107,000.00); authorizing its execution by the City Manager; and providing for an effective date.
Access	Public
Type	Action
Preferred Date	Jun 03, 2019
Absolute Date	Jun 03, 2019
Fiscal Impact	Yes
Dollar Amount	107,000.00
Budgeted	No
Budget Source	Capital Projects Fund
Recommended Action	Approve as presented.
Goals	Strategically invest in the City's existing and future infrastructure.

Public Content

BACKGROUND

Longbranch Creek is a major water course which runs from the northwest to the southeast through the City of Sachse. This creek causes major flooding and erosion in multiple locations in the City. The biggest impact of the creek is at State Highway 78, which must be closed when the creek floods - impacting citizens in Sachse, neighboring communities, and the ability of public safety to respond to calls for service. This item is to approve a professional services agreement to complete the engineering analysis and design required to develop multiple solutions in multiple locations along the creek.

OVERVIEW

The Stormwater Utility Study identified three key projects along the Longbranch Creek watershed, and all of them are in the top four ranking of importance:

- State Highway 78
- Longbranch Flood Control
- Spring Meadow Estates

The proposed scope of Freese and Nichols will identify projects, construction scope, and cost so that the City can begin the process of addressing the problems in the watershed.

The final solution will likely be a multi-phased construction plan with the following purposes:

- Significantly reduce the frequency and depth of street flooding (SH 78, Spring Meadow Drive)
- Use multiple strategies (including detention) to significantly reduce the peak flow and creek velocity, while extending the time it takes for stormwater to traverse from Northwest to Southeast

POLICY CONSIDERATIONS

The City of Sachse has identified the project in the City's Capital Improvement Plan (CIP) for future funding. This initial project will identify the necessary solutions and the estimated costs of those solutions, so that the project(s) can be properly planned and funded.

The Capital Projects Fund currently has approximately \$240,000.00 in unencumbered funds available. Staff is proposing that \$107,000.00 of available funds be allocated toward the project.

RECOMMENDATION

Staff recommends approval of a resolution approving the terms and conditions of the agreement for professional services between the City of Sachse and Freese & Nichols, Inc. in an amount not to exceed \$107,000.00; authorizing its execution by the City Manager; and providing for an effective date.

RESO AND CONTRACT - FREESE AND NICHOLS - LONGBRANCH CREEK.pdf (1,969 KB)

Presentation - Long Branch Creek Study .pdf (1,443 KB)

Longbranch Creek Study

CITY COUNCIL MEETING

JUNE 3, 2019



Overview

- Drainage Expansion Needs
- Flooding Photos
- Longbranch Analysis
- Project Funding
- Staff Recommendations
- Next Steps



Drainage Expansion Needs

Drainage Expansion Project Rankings

Project Number	Project Name	Estimated Project Cost	Degree of Impact	Safety Concern	Core Service	Quality of Life	Potential Partnership	Total Score
			15%	25%	25%	20%	15%	
D-17-01	Longbranch Flood Control (SH 78 Area)	\$ 3,000,000.00	3	3	3	3	1	2.7
D-17-09	Sachse Road Flooding at Muddy Creek Bridge	\$ 4,000,000.00	2	2	3	2	2	2.3
D-17-08	Spring Meadows Estates Pond	\$ 100,000.00	1	3	3	3	0	2.3
D-17-10	Longbranch from Dewitt to Ingram	\$ 1,000,000.00	2	2	2	2	0	1.7
D-17-03	Rowlett Creek Tributary Improvements	\$ 250,000.00	2	1	2	2	0	1.5
D-17-06	Jackson Meadows Pond Erosion Control (all phases)	\$ 500,000.00	2	0	2	2	0	1.2

All are Longbranch
Flood Control Projects

Longbranch Flooding- Photos



Spring Meadow Estates



Spring Meadow Estates



SH 78 at Creek



Williford Road at Creek



Salmon Park Erosion



Southeast of Sachse Road/Merritt Road

Longbranch Analysis

- State Highway 78/Longbranch Flood Control/Spring Meadow Estates
 - These 3 projects identified in the Stormwater Utility Study are all interlinked, and are in the top four ranking of importance
 - The proposed scope of Freese and Nichols will identify projects, construction scope, and cost so that the City can begin the process of addressing the problems in the watershed.
 - The final solution will likely be a multi-phased construction plan with the following purposes:
 - Significantly reduce the frequency and depth of street flooding (SH 78, Spring Meadow Drive)
 - Use multiple strategies (including detention) to significantly reduce the peak flow and creek velocity, while extending the time it takes for stormwater to traverse from Northwest to Southeast



Project Scope

- The cost of the proposed project is \$107,000.00. This scope includes:
 - Hydraulic and hydrologic analysis of the existing watershed
 - Creation of flood models, which will have multiple design solutions entered to determine the best options for resolving the flooding and erosion concerns
 - Multiple proposed solutions with proposed phasing and construction cost estimates

Project Funding

- The City's Capital Projects Fund has approximately \$240,000.00 in unencumbered funds available. This fund is comprised of money left over from past Capital Improvement projects, and is not specifically dedicated toward a specific infrastructure type.
- Staff recommends that \$107,000.00 of these unencumbered funds be allocated toward the Longbranch Creek study, so that the City can move forward with the planning and funding of projects to address Longbranch Creek.

Staff Recommendations

- Staff recommends approval of a resolution approving the terms and conditions of the agreement for professional services between the City of Sachse and Freese & Nichols, Inc. in an amount not to exceed \$107,000.00; authorizing its execution by the City Manager; and providing for an effective date.

Next Steps

- If approved by the City Council, staff will work with Freese and Nichols to begin the work immediately.
- Staff will make follow-up presentations with the findings, recommended solutions, phasing, and project costs.
- Draft options will be presented in the fall. The project is anticipated to be fully complete in early 2019.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SACHSE, TEXAS, AND FREESE & NICHOLS, INC. IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVEN THOUSAND DOLLARS AND ZERO CENTS (\$107,000.00); AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented with a proposed Agreement for Professional Services (herein the "Agreement") between the City of Sachse, Texas, and Freese & Nichols, Inc. for engineering analysis and design related to a hydraulic and hydrologic study of improvements to Longbranch Creek for the City of Sachse, and being further described in Exhibit "A" attached hereto; and

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

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

SECTION 1. The terms, provisions, and conditions of the Agreement for Professional Services, a copy of which is attached hereto as Exhibit "A", be and the same are hereby approved.

SECTION 2. The City Manager is hereby authorized to execute the Agreement for Professional Services on behalf of the City, and any amendments or other instruments related thereto.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas,
this ____ day of June, 2019.

CITY OF SACHSE, TEXAS

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

Exhibit “A”
Agreement for Professional Services
(to be attached)

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

This agreement (“Agreement”) is made by and between the City of Sachse, Texas (“City”) and Freese & Nichols, Inc. (the “Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

Recitals:

WHEREAS, the City of Sachse desires to engage the services of Professional as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the Professional desires to render professional services for the City of Sachse for Professional Services related to a hydraulic and hydrologic study of Long Branch Creek in the City of Sachse, including: modeling existing conditions, modeling multiple proposed solutions, and professional recommendations with construction cost estimates, (the “Project”) in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

Article I
Term

1.1 This term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until completion of the services provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination, the Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City of Sachse in accordance with this Agreement prior to such termination.

Article II
Scope of Services

2.1 The Professional shall provide the services specifically set forth in Exhibit “A.”

2.2 The Parties acknowledge and agree that any and all opinions provided by the Professional represent the best judgment of the Professional.

2.3 Engineering Analysis documents, professional reports, and financial analysis documents, including those in electronic form, prepared by the Professional and its consultants,

agents, representatives and/or employees in connection with the Project are intended for the use and benefit of the City of Sachse. The Professional and its consultants, agents, representatives and/or employees shall be deemed the authors of their respective part of said Project documents. Notwithstanding, the City of Sachse shall own, have, keep and retain all rights, title and interest in and to all Project documents, including all ownership, common law, statutory and other reserved rights, including copyrights, in and to all such Project documents, whether in draft form or final form, which are produced at its request and in furtherance of this Agreement or the Project. The City of Sachse shall have full authority to authorize its contractors and sub-contractors, City of Sachse consultants and material or equipment suppliers to reproduce applicable portions of the Project documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by the Professional in connection with this Agreement are “works for hire” and shall be the property of the City of Sachse. The City of Sachse shall have the right to publish, disclose, distribute and otherwise use such materials and reports in accordance with the Engineering Practice Act of the State of Texas. Professional shall, upon completion of the services, or earlier termination, provide the City of Sachse with reproductions of all materials reports, and exhibits prepared by Professional pursuant to this Agreement, and in electronic format if requested by the City of Sachse.

Article III Schedule of Work

The Professional agrees to commence services upon written direction from the City of Sachse and to complete the required services in accordance with a work schedule established by the City of Sachse (the “Work Schedule”).

Article IV Compensation and Method of Payment

4.1 The City of Sachse shall compensate the Professional for the services by payment of a fee not to exceed \$107,000.00.

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

4.3 The Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City of Sachse require additional services not included under this Agreement, the Professional shall make reasonable efforts to

provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City of Sachse, and without decreasing the effectiveness of the performance of services required under this Agreement.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Professional.

5.3 The Professional shall furnish the facilities, equipment, telephones, facsimile machines, email facilities and personnel necessary to perform the services required under this Agreement, unless otherwise provided herein.

Article VI Relationship of Parties

It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, the Professional is acting independently, and that City of Sachse assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City of Sachse. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. As such, the City of Sachse shall not: train the Professional, require the Professional to complete regular oral or written reports, require that Professional devote his full-time services to the City of Sachse or dictate the Professional's sequence of work or location at which the Professional performs his work.

Article VII Insurance

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

death and property damage liability; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iv) Professional Liability with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate, covering negligent acts, errors and omissions by Professional, its sub-contractors, consultants and employees in the performance of professional services.

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

Article VIII

Miscellaneous

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

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

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

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

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

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

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

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

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

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

If intended for City, to:

Gina Nash
City Manager
City of Sachse
3915-B Sachse Road
Sachse, Texas 75048

With a copy to:

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

If intended for Professional, to:

Freese & Nichols, Inc.
4055 International Plaza
Suite 200
Fort Worth, Texas 76109

8.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

8.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

8.13 Indemnification. CITY OF SACHSE SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "SACHSE EDC INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE (OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER). PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF ALL THIRD PARTY PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR

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

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

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

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2019.

City of Sachse

By: _____
Gina Nash, City Manager

EXECUTED this _____ day of _____, 2019.

Freese & Nichols, Inc.

By: _____
(NAME), (TITLE)

Exhibit “A” Project Scope



**ATTACHMENT A
SCOPE OF SERVICES
LONG BRANCH FLOOD STUDY**

Project Understanding

Freese and Nichols, Inc. (FNI) completed a stormwater utility study for the City of Sachse in October 2017. As part of that study, conceptual level flood control and erosion control projects were identified and listed as potential CIP projects. The crossing of Long Branch Creek with State Highway 78 (SH-78) was considered one of the most critical flood prone areas in the City. This crossing has been flooded on multiple occasions, causing road closures and damages to private property. Thus, the City has requested FNI to perform a hydrologic and hydraulic study of Long Branch Creek to analyze potential solutions to reduce flood risk and establish the basis for design of the improvements. Multiple flood risk reduction measures including both detention and conveyance improvements will be evaluated along Long Branch Creek to develop a comprehensive reach scale solution. Erosion control measures will also be recommended for the segment of Long Branch Creek along Salmon Park.

To perform this analysis, FNI proposes to develop a two-dimensional (2D) hydraulic model using the USACE HEC-RAS v5.0.7 model. The existing conditions 2D elevation surface will be created from Light Detection and Ranging (LiDAR) topographic data and supplemented with field survey collected for critical areas. The limits of the study area are defined in Exhibit A. The 2D hydraulic model will reflect the current terrain and stream geometry conditions and will be the basis for analyzing current drainage patterns. The 2D model will then be used to develop and test the performance of proposed improvements. Once recommended solutions have been reviewed and accepted by the City, FNI may provide design services upon separate authorization from the City.

FNI will render the following Professional Engineering Services in connection to the development of this project.

Basic Services

Task 1 – Data Collection & Site Visit

- Project Kickoff and data collection meeting (Meeting #1).
- Obtain and review pertinent data that may impact the project including, but not limited to, drainage system as-builts, utilities, GIS data, existing and future land use/zoning data, historical photos, and aerial imagery. It is assumed that all data shall be received from the City within 2 weeks of notice to proceed.
- Conduct one (1) site visit to investigate and document existing conditions.

Task 2 – Hydrologic Analysis

- Delineate contributing drainage area based on 2017 LiDAR data to be obtained from the Texas Natural Resources Information System (TNRIS) along with as-built information.
- Determine hydrologic parameters for the study area for both existing and fully developed land use conditions. Hydrologic loss parameters will be developed based on land use and soil type as determined according to the Natural Resource Conservation Service (NRCS) Soil Survey and averaged over the project site.
- Storm events to be evaluated will include the 2-, 5-, 10-, 50-, 100-, and 500-yr design storm events for existing and fully developed watershed conditions.

Task 3 – Hydraulic Analysis

- Generate one (1) existing conditions topographic surface using 2017 TNRIS LiDAR supplemented with field survey for pertinent areas.
- Develop two-dimensional (2D) hydraulic model of the study area using HEC-RAS version 5.0.7. Three (3) model geometries will be developed: one (1) for existing conditions and two (2) conceptual alternative conditions.
- An analysis of existing and fully developed conditions will be performed for the 2-, 5-, 10-, 50-, 100-, and 500-yr design storms to systematically identify drainage system deficiencies and determine root causes of the erosion hazards.
- Development of up to two (2) conceptual level alternatives to reduce flood risk at SH-78 and erosion hazards in the vicinity of Salmon Park.
- Perform detailed hydraulic modeling of each alternative (2). The 2D hydraulic model will be used to determine:
 - Preliminary sizing of proposed drainage structures
 - Preliminary detention pond volume
 - Recommended erosion control measures at culvert crossings and along Salmon Park
- The Client recognizes that achieving a 100-yr level of protection for SH-78 may not be economically feasible. Therefore, alternatives will be developed with the goal of minimizing flood risk considering economic constraints.
- An Opinion of Probable Cost (OPCC) will be developed for each alternative in 2019 dollars.
- Project progress meeting to present detailed alternatives analysis and obtain Client feedback prior to drafting drainage study technical report (Meeting #2).

Task 4 – Preliminary Section 404 Permitting Evaluation

FNI will conduct an evaluation to identify preliminary potential permitting requirements for up to two (2) alternatives identified in Task 3. FNI proposes the following tasks to conduct this preliminary evaluation:

- Conduct a literature review of the project area including previous project files obtained from the City. FNI will work with the project team to identify the limits of investigation (LOI) for the Section 404 permitting evaluation.
- Conduct one (1) site visit to document the existing conditions and identify potential waters of the U.S. including wetlands within the LOI.
- Evaluate up to two (2) alternatives identified in the flood study and provide preliminary Section 404 permitting options for each of these alternatives in the Flood Study report (Task 5).
- FNI environmental scientists will coordinate closely with the project team (Design engineers and Client) on the findings of the site visit and identify ways to avoid and/or minimize impacts to potential waters of the U.S.

Task 5 – Technical Report

A technical report will be prepared documenting the flood study analysis and results. The report will include a detailed description of existing drainage conditions and the proposed solutions to reduce flood and erosion risks. The report will also include the Preliminary Section 404 Permitting Evaluation (Task 4). A draft report will be submitted in digital format (.pdf file) for Client review. FNI will perform one (1) round of revisions to the report after receiving Client feedback. Final report will be submitted in digital format (.pdf file) and up to two (2) hard copies will be provided.

Task 6 – Topographic Field Survey

Field survey will be collected at strategic locations along the study area to provide detailed cross sections and structure information where as-builts are not available. Data collection will be performed according to the Data Capture Standards Technical Reference established by FEMA. (Survey extents are still preliminary.)

Additional Services**Task 7 – Design Services**

FNI may provide design services for the recommended solutions as determined in the flood study upon authorization from the City. Detailed design scope will be determined in parallel with Task 5.

ADDITIONAL SERVICES

The following services are additional and shall not be included in the Scope of Services unless specifically approved by the Client. FNI shall inform the Client when a particular service falls into the "Additional Services" category.

1. Analysis of areas beyond those outlined in the Scope of Basic Services.
2. Additional analysis of alternatives beyond those indicated in **Task 3**.
3. Additional site visits or meetings in excess of those defined on the Scope of Basic Services.
4. Appearances before regulatory agencies.
5. Assisting the Client in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with third parties.
6. Public outreach efforts.
7. Providing basic or additional services on an accelerated time schedule. The scope of this service does not include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the City.
8. Application for state or federal permitting or an environmental document for NEPA clearance.

TIME OF COMPLETION

FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services within 240 days of receiving notice to proceed.

COST

Below are costs for the scope of basic services described above with breakdowns by task and by personnel classification. These costs only pertain to the Flood Study and do not include design fees. FNI proposes to furnish our services as described herein for a Not to Exceed fee of One Hundred Seven dollars and No Cents (\$107,000).

BASIC SERVICES		Task Cost
1	Data Collection	\$ 8,000
2	Hydrologic Analysis	\$ 13,000
3	Hydraulic Analysis	\$ 40,000
4	Preliminary Section 404 Permitting Evaluation	\$ 9,000
5	Technical Report	\$ 17,000
6	Field Survey	\$ 20,000
TOTAL PROJECT:		\$ 107,000

**Agenda Item Details**

Meeting	Jun 03, 2019 - Regular Combined City Council Meeting
Category	G. Executive Session
Subject	1. The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.072: Deliberation regarding the purchase, exchange, lease, or value of real property generally located along Sachse Road in the City of Sachse.
Access	Public
Type	Information

Public Content**BACKGROUND**

The City Council will be provided information about a proposed property acquisition.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Conduct executive session as appropriate.

**Agenda Item Details**

Meeting	Jun 03, 2019 - Regular Combined City Council Meeting
Category	G. Executive Session
Subject	2. The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.074: Personnel: Regarding the mid-year review of the City Manager.
Access	Public
Type	Discussion, Information

Public Content**BACKGROUND**

Historically, the City Council has conducted a performance review of the City Manager every six months from the date of hire. The annual review of the City Manager was being conducted in June and the mid-year in December. However, the decision was made to change the mid-year review to June and the annual review to December.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Conduct Executive Session as appropriate.