



**Monday, May 15, 2023
City Council Meeting**

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

Sachse City Council Meetings are streamed live online (<https://sachsetx.swagit.com/live>) and available on-demand (<https://sachsetx.swagit.com/city-council>).

The City of Sachse reserves the right to reconvene, recess, or realign the 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. Meeting Opening

1. Call to Order: The City Council of the City of Sachse will hold a Regular Meeting on Monday, May 15, 2023, at 6:30 p.m. to consider the following items of business:
2. Invocation and Pledges of Allegiance.

B. Special Announcements

1. Recognize Kylie Kaneshige, recipient of the 2023 City of Sachse Scholarship.
2. Present a proclamation recognizing the outstanding achievement of the Sachse High School Varsity Bowling Team for advancing to the 2023 Texas High School Bowling Club State Championship Championship Team Tournament.
3. Present a proclamation recognizing the outstanding achievement of the Sachse High School Boys Soccer Team for advancing to the 2023 UIL Boys Soccer State Championship.
4. Present a proclamation to John Murray for being named the 2023 Secondary Teacher of the Year in Garland ISD.
5. Proclamation recognizing the week of May 21-27, 2023, as National Public Works Week in the City of Sachse.
6. Mayor and City Council announcements regarding special events, current activities, and local achievements.

C. Public Comment

1. The public is invited to address Council regarding any topic not already on the agenda. The time limit is 3 minutes per speaker. A Public Comment Card should be presented to the City Secretary prior to the meeting. According to the Texas Open Meetings Act, Council is prohibited from discussing any item not posted on the agenda but will take comments under advisement.

D. 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 member of the public so requests.

1. Approve the May 1, 2023, meeting minutes.

2. Consider authorizing the City Manager to execute a lease agreement with the Federal Aviation Administration (FAA) for space for an antenna and equipment located at Fifth Street and Sachse Road.

E. Regular Agenda Items

1. Consider an ordinance canvassing the returns and declaring the results of the General Election held on Saturday, May 6, 2023, for the purpose of electing a Councilmember Place 3 and Councilmember Place 4.
2. Discuss and provide direction on the establishment of a rental inspection program.
3. Discuss the hours of operation at the Sachse Public Library and the Michael J. Felix Community Center.
4. Receive an update on the Animal Shelter Construction Project and consider the proposed Guaranteed Maximum Price (GMP).

F. Regular Agenda Items / Meeting Closing

1. Adjournment.

I, the undersigned authority, do hereby certify that this notice of a public 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.


Leah K Granger, City Secretary

Posted: 05/12/2023 by 5 pm Removed: _____

Accommodation requests for persons with disabilities should be made at least 48 hours prior to the meeting by contacting Amanda Chi, ADA Coordinator, via phone at 972-495-1212, via email at achi@cityofsachse.com, or by appointment at 3815 Sachse Road, Building B, Sachse, Texas 75048.

B. Special Announcements

Subject	1. Recognize Kylie Kaneshige, recipient of the 2023 City of Sachse Scholarship.
Meeting	May 15, 2023 - City Council Meeting
Access	Public
Type	Recognition

OVERVIEW

This is the tenth 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 its April 17 meeting and selected Kylie Kaneshige, a senior at Wylie 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

Recognize Kylie Kaneshige, recipient of the 2023 City of Sachse Scholarship.

B. Special Announcements

Subject **2. Present a proclamation recognizing the outstanding achievement of the Sachse High School Varsity Bowling Team for advancing to the 2023 Texas High School Bowling Club State Championship Championship Team Tournament.**

Meeting May 15, 2023 - City Council Meeting

Access Public

Type

OVERVIEW

The Sachse High School Varsity Bowling Team honed their skills and advanced to the state championship team competition.

RECOMMENDATION

Present a proclamation recognizing the outstanding achievement of the Sachse High School Varsity Bowling Team for advancing to the 2023 Texas High School Bowling Club State Championship Team Tournament.

Attendees present to accept the proclamation:

- Shae Creel, Sachse High School Principal
- James Hill, Coach
- Ali Morrison, Sponsor
- Christina Rodriguez, Sponsor
- Christina Rodriguez, Sponsor
- Varsity Bowling Team

File Attachments

[B2 Bowling Recognition for State - Sachse HS 2023.pdf \(105 KB\)](#)

Proclamation

WHEREAS, bowling teams from across the state of Texas competed for top honors in the 2023 Texas High School Bowling Club State Championship Team Tournament; and

WHEREAS, the Sachse High School Varsity Bowling Team honed their skills and earned a spot to compete at the state championship; and

WHEREAS, these Mustang bowlers compete at the highest level of skill and sportsmanship; and

WHEREAS, the City of Sachse recognizes the outstanding commitment to excellence of the students, coaches, and leadership of the Sachse High School Varsity Bowling Team;

NOW, THEREFORE, I, Jeff Bickerstaff, Mayor of the City of Sachse, do hereby recognize and honor the outstanding achievement of the Sachse High School Varsity Bowling Team for advancing to the prestigious 2023 Texas High School Bowling Club State Championship Team Tournament;

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed on this 15th day of May, 2023.

Gold
Seal



Jeff Bickerstaff, Mayor

B. Special Announcements

Subject	3. Present a proclamation recognizing the outstanding achievement of the Sachse High School Boys Soccer Team for advancing to the 2023 UIL Boys Soccer State Championship.
Meeting	May 15, 2023 - City Council Meeting
Access	Public
Type	Recognition

OVERVIEW

The Sachse High School boys' soccer team had an incredible season with 21 wins and advanced to the state championship semifinal competition. Several players also earned All-State recognitions.

RECOMMENDATION

Present a proclamation recognizing the outstanding achievement of the Sachse High School Boys Soccer Team for advancing to the 2023 UIL Boys Soccer State Championship.

Attendees present to accept the proclamation:

- Shae Creel, Sachse High School Principal
- Benjamin Buentello, Coach
- Soccer Team

File Attachments

[B3 Boys Soccer Recognition for State - Sachse HS 2023.pdf \(105 KB\)](#)

Proclamation

WHEREAS, soccer teams from across the state of Texas compete for top honors in the UIL State Championships each year; and

WHEREAS, the Sachse High School Boys Soccer Team competed for the first time at the UIL Soccer Semifinals for the State Championships in Georgetown; and

WHEREAS, the Mustangs had an incredible season with 21 wins and several players earning All-State recognition; and

WHEREAS, the City of Sachse recognizes the outstanding commitment to excellence of the students, coaches, and leadership of the Sachse High School Boys Soccer Team;

NOW, THEREFORE, I, Jeff Bickerstaff, Mayor of the City of Sachse, do hereby recognize and honor the outstanding achievement of the Sachse High School Boys Soccer Team for advancing to the prestigious 2023 UIL 6A Boys Soccer State Championships in Texas;

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed on this 15th day of May, 2023.

Gold
Seal



Jeff Bickerstaff, Mayor

B. Special Announcements

Subject	4. Present a proclamation to John Murray for being named the 2023 Secondary Teacher of the Year in Garland ISD.
Meeting	May 15, 2023 - City Council Meeting
Access	Public
Type	Recognition

OVERVIEW

Sachse High School Freshmen English Teacher, John Murray, was named the 2023 Secondary Teacher of the Year in Garland ISD. The Sachse City Council wants to recognize his significant contribution to the success of his students and the community.

RECOMMENDATION

Present a proclamation to John Murray for being named the 2023 Secondary Teacher of the Year in Garland ISD.

File Attachments

[B4 GISD Teacher of the Year John Murray 2023.pdf \(108 KB\)](#)

Proclamation

WHEREAS, Garland Independent School District serves the communities of Garland, Rowlett, and Sachse, with nearly 3,500 teachers and more than 52,000 students; and

WHEREAS, educators play a critical role in the education, well-being, and future success of our children, often spending countless hours on their task; and

WHEREAS, the students of today will become the business and community leaders of tomorrow, so their growth and formation are of primary importance for the community and the economy; and

WHEREAS, Sachse High School freshman English teacher, John Murray, was named the 2023 Secondary Teacher of the Year in Garland ISD, having shown incredible dedication and passion for his students' success; and

WHEREAS, the City of Sachse is grateful for Mr. Murray and all he does for the students of Sachse and Garland ISD;

NOW, THEREFORE, I, Jeff Bickerstaff, Mayor of the City of Sachse, do hereby recognize John Murray for his significant contribution to his students, families, and the community and for being named 2023 Secondary Teacher of the Year in Garland ISD.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed on this 15th day of May, 2023.

Gold
Seal



Jeff Bickerstaff, Mayor

B. Special Announcements

Subject	5. Proclamation recognizing the week of May 21-27, 2023, as National Public Works Week in the City of Sachse.
Meeting	May 15, 2023 - City Council Meeting
Access	Public
Type	Recognition
Goals	Strategically invest in the City's existing and future infrastructure.

BACKGROUND

Since 1960, the American Public Works Association (APWA) has sponsored National Public Works Week. Across North America, more than 30,000 APWA members in the U.S. and Canada use this week to energize and educate the public on the importance of public works to their daily lives: planning, building, managing, and operating at the heart of their communities to improve everyday quality of life.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Present a Proclamation for National Public Works Week.

Public Works and CIP Director Corey Nesbit and Assistant Public Works Director Brian Jaffe will accept the proclamation.

File Attachments

[B5 Public Works Week 2023.pdf \(113 KB\)](#)

§ *Proclamation*

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of Sachse, Texas; and

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for the public; and

WHEREAS, it is in the interest of the public, civic leaders, and children in the City of Sachse to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association;

NOW, THEREFORE, I, Jeff Bickerstaff, Mayor of the City of Sachse, do hereby designate the week May 21–27, 2023, as

National Public Works Week

and I urge all to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas, to be affixed on this 15th day of May 2023.

Gold
Seal



Jeff Bickerstaff, Mayor

D. 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 member of the public so requests.

Subject	1. Approve the May 1, 2023, meeting minutes.
Meeting	May 15, 2023 - City Council Meeting
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Approve the May 1, 2023, meeting minutes.

BACKGROUND

Minutes from the May 1, 2023, Council meeting.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Approve the May 1, 2023, meeting minutes.

File Attachments

[D1 05.01.23 City Council Minutes.pdf \(145 KB\)](#)

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 1, 2023**

The City Council of the City of Sachse held a regular meeting on Monday, May 1, 2023, at 6:30 p.m. at Sachse City Hall, 3815-B Sachse Road. Councilmembers present were Mayor Jeff Bickerstaff; Mayor Pro Tem Brett Franks; Councilmembers Michelle Howarth, Frank Millsap, Chance Lindsey, Lindsay Buhler, and Matt Prestenberg.

Members of staff present included City Manager Gina Nash; City Attorney Joe Gorfida; City Secretary Leah Granger; Assistant City Manager Lauren Rose; Assistant to the City Manager Amanda Chi; Assistant Finance Director Ryan Bredehoeft; Director of CIP and Public Works Corey Nesbit; Economic Development Manager Jerod Potts; Economic Development Coordinator Denise Lewis; Fire Chief Marty Wade; Police Chief Bryan Sylvester; Firefighter/Paramedic Colton Haynes; and Firefighter/EMT Jonathan Lee.

Mayor Bickerstaff called the meeting to order at 6:30 p.m.

INVOCATION AND PLEDGES OF ALLEGIANCE TO THE U.S. AND TEXAS FLAGS:

Councilmember Howarth offered the invocation, and Councilmember Lindsey led the pledges.

SPECIAL ANNOUNCEMENTS:

- 1. Recognize Kylie Kaneshige, recipient of the 2023 City of Sachse Scholarship. (Postponed)**
- 2. Present a proclamation recognizing the outstanding achievement of the Wylie East High School Lady Raiders Soccer Team for advancing to the 2023 UIL Girls Soccer State Championship.**

Mayor Bickerstaff presented a proclamation to the Wylie East High School Lady Raiders Soccer Team, coaches, and school administration for advancing to the 2023 UIL State Championship.

- 3. Present a proclamation recognizing the week of May 8-12, 2023, as Economic Development Week.**

Economic Development Manager Jerod Potts and Coordinator Denise Lewis received a proclamation in recognition of Economic Development Week and the important work they do that benefits the entire city.

- 4. Present a proclamation recognizing May 7-13, 2023, as Public Service Recognition Week.**

Public Service Recognition Week acknowledges the service of all employees of the City of Sachse. Assistant City Manager Lauren Rose accepted the proclamation on behalf of the Human Resources Director Kristi Wong, who was unable to attend the meeting.

5. Recognize American Heart Association (AHA) HeartSaver Hero Award recipients for actions taken on December 21, 2022.

Mayor Bickerstaff recognized the life-saving actions of Firefighter Paramedic Colton Haynes and Firefighter EMT Jonathan Lee on behalf of Mr. Jerry Moon that contributed to his survival.

6. Mayor and City Council announcements regarding special events, current activities, and local achievements.

Councilmember Howarth reminded everyone that the Michael J. Felix Community Center is a Vote Center for Collin County and encouraged all to go vote. Early voting continues through May 2, and Saturday, May 6 is Election Day. Councilmember Prestenberg announced that there would be a low-cost vaccination clinic at the Animal Shelter on May 6. Councilmember Millsap noted that there would be an Anime event on May 2 for youth between 11 and 15 years old. Friends of the Library are also hosting a trivia night for adults in Wylie on May 2.

Mayor Bickerstaff's announcements:

- The grand opening for the J.K. Sachse Park is scheduled for 11 a.m. on Saturday, May 13. Come check out all the great amenities and enjoy a fun-filled day at the first park on the Collin County side of Sachse. All residents and visitors are welcome!
- The Police Department will be conducting a flag lowering ceremony in honor of Peace Officers as part of National Police Week on Monday, May 15. The ceremony will begin at 4 p.m. at the flag poles of the Public Safety Building. All are invited.
- Come out for the annual Fire Station Open House event. Both Fire Stations will be open from 10 a.m. – 2 p.m. on Saturday, May 27. There will be fun activities, station tours, and visits with Sparky. Most importantly, please sign up to donate life-giving blood to Carter BloodCare at the event. Every donation can save up to three lives! Sign up on the City's website.

PUBLIC COMMENT:

No comments were given.

CONSENT AGENDA:

1. Approve the April 17, 2023, Council meeting minutes.

Matthew Holboke requested this item be removed from the Consent Agenda. He pointed out that a misspoken word at the April 17 meeting was not printed in the minutes. Ms. Nash noted that the presentation and the agenda had the correct company name and the minutes could be corrected. However, as the name of that company was not listed in the minutes, no correction to the document is necessary.

Councilmember Prestenberg made a motion to accept the item as presented. Councilmember Howarth seconded the motion and it passed unanimously.

- 2. Cancel the July 3 and July 17 City Council meetings, and move the June 19 meeting to June 20 in observance of Juneteenth.**

Mr. Holboke requested this item be removed from the Consent Agenda. He expressed concern about public input and timing of the budget process in relation to cancelling the July meetings. Mayor Bickerstaff noted that there would be a preliminary budget workshop at the end of July. Ms. Nash explained that staff is gathering information for that meeting. She also reiterated that there are very strict guidelines within the charter for budget adoption and approval. Council will be receiving a budget calendar soon and early public input is scheduled in June each year. All statutory requirements will be met.

A motion to approve the item as presented was made by Councilmember Howarth and seconded by Councilmember Prestenberg. The motion carried unanimously.

- 3. Accept the monthly revenue and expenditure report for the period ending March 31, 2023.**
- 4. Authorize the City Manager to extend the depository contract with American National Bank through May 31, 2024.**
- 5. Declare as surplus property and authorize the disposal of a 1991 Federal Fire Truck Engine 2, Asset Number 297, via online auction.**
- 6. Authorize the Mayor to execute a contract for the Alternate Municipal Court Judge between the City of Sachse and the Honorable Rick Schimmel.**
- 7. Approve a resolution authorizing the City Manager to execute a Master Interlocal Agreement (ILA) between Dallas County and the City of Sachse for participation in road and bridge transportation related improvements and/or maintenance on designated roadways within the City of Sachse.**

Councilmember Howarth made a motion to accept items 3-7 on the Consent Agenda. Councilmember Prestenberg seconded the motion, and it carried unanimously.

- 8. Authorize the City Manager to execute and award the bid for the construction of drainage and erosion control improvements for the Third Garland Connection Creek Stabilization project between the City of Sachse and Solid Bridge Construction in the amount of \$1,612,625.**

This item was removed from the Consent Agenda and was not considered.

REGULAR AGENDA ITEMS:

- 1. Receive Sachse Fire-Rescue's 2022 Year in Review.**

Ms. Nash noted that Chief Wade would present the annual year in review on the anniversary of his time with Sachse. Chief Wade gave an overview of the department, events, and accomplishments of 2022. Call volume has begun to slowly rise since the COVID pandemic began. Sachse is a very fire-safe community and is on the lower end of the national average for number of fires per year. Sachse has been authorized to be a training center for the national association for emergency

medical technicians which allows for additional credentials for Sachse employees. Chief Wade reviewed training, community outreach and prevention, accomplishments, and what is next for the department. Councilmember Lindsey was particularly appreciative of the fall prevention training the department has undertaken. Councilmembers expressed appreciation for all of the Sachse Fire-Rescue employees.

EXECUTIVE SESSION:

Mayor Bickerstaff adjourned the meeting to Executive Session at 7:41 p.m.

- 1. The City Council shall convene into Executive Session pursuant to Texas Government Code §551.071(2) to consult with the City Attorney regarding legal matters related to Vicksburg Drive drainage easements.**
- 2. The City Council shall convene into Executive Session pursuant to Texas Government Code Section §551.087 Economic Development Deliberations: Deliberate the offer of a financial or other incentive relating to the development of Project Spoke.**
- 3. The City Council shall convene into Executive Session pursuant to Texas Government Code Section §551.087: Deliberation regarding Economic Development Negotiations: Discussion of an Economic Development incentive for Bunker Hill Retail, LLC for a project generally located along Bunker Hill Road and Miles Road, and for retail or commercial business projects seeking to locate within the City of Sachse**

Council returned to the meeting at 8:53 p.m.

REGULAR AGENDA ITEMS / MEETING CLOSING:

- 1. Discuss and take any action as a result of Executive Session - consult with the City Attorney regarding legal matters related to Vicksburg Drive drainage easement.**

Ms. Nash provided a summary of the current situation. At Council's direction, staff mailed 25 letters on March 9, 2023, by certified mail to residents on Vicksburg Drive that are affected by the drainage issues. Two options were proposed for residents to choose: A) grading within the drainage easement, removal of several trees and fences, grading and reestablishment of a drainage swale at no cost to the home-owners. B) take no action. Specific language was included indicating that the action could only take place if all of the residents on Vicksburg agreed. Also, if no response was received, it would be counted as a "no". The original deadline for response was March 31; however, at the request of some residents, the deadline was extended to April 14. The final results were as follows:

- Five residents requested Option A to move forward with grading
- Three residents chose Option B to take no action
- Four residents wrote in an alternate option to build an underground drainage pipe within the bridle path
- Thirteen residents did not respond which counted as Option B, take no action.

Several residents addressed Council:

- Jim Giunta of Abilene Drive spoke in favor of the alternate option suggested by some residents and asked about the legal road blocks.
- Mitchell Giasson of Vicksburg Drive noted previous assurances that something would be done and would like to understand why it is not an option now.
- Travis Yates of Vicksburg Drive challenged the City's intention with the letter and asked about the legal issues.
- Carol Scafidi of Vicksburg Drive echoed previous residents' comments and detailed her experience.
- David Scafidi of Vicksburg Drive noted that eight homes are affected by the issue.
- Kayla Giasson of Vicksburg Drive said she did not receive her letter in the mail, but learned of the survey through a neighbor who allowed her to look at the letter they received.

Mayor Pro Tem Franks asked Mr. Giunta to explain the resident's plan which was to put an underground drain in the bridle path. City Attorney Joe Gorfida interjected that the public utility dedication within the bridle path is an old document with very old dedication language. The easement allows for underground utilities to be placed in the drainage easement, however, constructing the type of drainage system that is being proposed by the residents would not be a permitted "utility". The way to proceed with using the bridle path for this type of drainage easement would be to amend or change that dedication language to specifically allow for a drainage easement of the type being proposed. This would have to be done by those that own that property.

Councilmember Prestenberg thanked staff for efforts put into addressing the issue. He assured residents that the Council is not taking their frustrations lightly. Councilmember Lindsey apologized for assurances from previous Councils that something would be done. Now knowing that this is not possible, he encouraged Vicksburg residents to work with their neighbors to try to come to an understanding and solution. Mayor Bickerstaff expressed sympathy and communicated that Council does not want residents to be experiencing these issues. He noted that staff made a good faith effort to improve the situation but it did not work in this case. No action was taken on this item.

2. Take any action as a result of Executive Session - deliberate the offer of a financial or other incentive relating to the development of Project Spoke.

No action taken at this time.

3. Take action as a result of executive session: Consider authorizing the City Manager to negotiate and execute an economic development agreement on behalf of the City of Sachse with Bunker Hill Retail, LLC for a project generally located along Bunker Hill Road and Miles Road, and any amendments and instruments related thereto.

Councilmember Lindsey made a motion to authorize the City Manager to negotiate and execute an economic development agreement on behalf of the City of Sachse with Bunker Hill Retail, LLC for a project generally located along Bunker Hill Road and Miles Road, and any amendments and instruments related thereto with an amount not to exceed \$600,000. Councilmember Prestenberg

seconded the motion and it carried 5-2, with Mayor Pro Tem Franks and Councilmember Millsap voting against the measure.

4. Adjournment.

Mayor Bickerstaff adjourned the meeting at 9:23 p.m.

Jeff Bickerstaff, Mayor

ATTEST:

Leah K Granger, City Secretary

D. 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 member of the public so requests.

Subject	2. Consider authorizing the City Manager to execute a lease agreement with the Federal Aviation Administration (FAA) for space for an antenna and equipment located at Fifth Street and Sachse Road.
Meeting	May 15, 2023 - City Council Meeting
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	\$4,875.00
Budgeted	Yes
Recommended Action	Authorize the City Manager to execute a lease agreement with the Federal Aviation Administration (FAA) for space for an antenna and equipment located at Fifth Street and Sachse Road.
Goals	Be a model of financial stewardship through growth management, responsible investment, and financial transparency.

BACKGROUND

The City of Sachse leases antenna and equipment space to the Federal Aviation Administration (FAA) for a Calibration Performance Monitor Equipment (CPME) antenna located atop the existing water tower and associated equipment within the grounds of the tower at Fifth Street and Sachse Road. The current lease agreement includes an initial 10-year term commencing on October 1, 2010, with the option to continue on a month-to-month basis unless terminated by either party. The agreement requires annual rent of \$3,025.08 paid in monthly installments of \$252.09 per month.

A new lease agreement was drafted in 2020 to supersede the current lease agreement, but it was not executed. It included a 10-year term that would have commenced on October 1, 2020. Instead, the current lease agreement has continued on a month-to-month basis.

OVERVIEW

The FAA desires to enter into a new lease agreement with the City to supersede the current lease agreement. The new agreement will allow the FAA to continue to occupy the premises and will include the addition of security clauses that are an updated mandatory requirement of all FAA real estate contracts. The new agreement includes a 13-year term with an effective date of October 1, 2020, and continues through September 30, 2033. The agreement requires annual rent of \$3,400.08 paid to Sachse in monthly installments of \$283.34 per month.

This agreement reflects an additional \$375 in annual rent from the current \$3,025 annual amount budgeted in the General Fund, or an additional \$4,875 over the life of the contract.

RECOMMENDATION

Authorize the City Manager to execute a lease agreement with the Federal Aviation Administration (FAA) for space for an antenna and equipment located at Fifth Street and Sachse Road.

File Attachments

[D2.1 Presentation FAA Lease Agreement.pdf \(142 KB\)](#)

[D2.2 FAA Antenna Equipment Space Lease.pdf \(368 KB\)](#)

[D2.3 FAA Antenna Equipment Space Lease Exhibits.pdf \(2,989 KB\)](#)

Federal Aviation Administration Lease Agreement

City Council
May 15, 2023



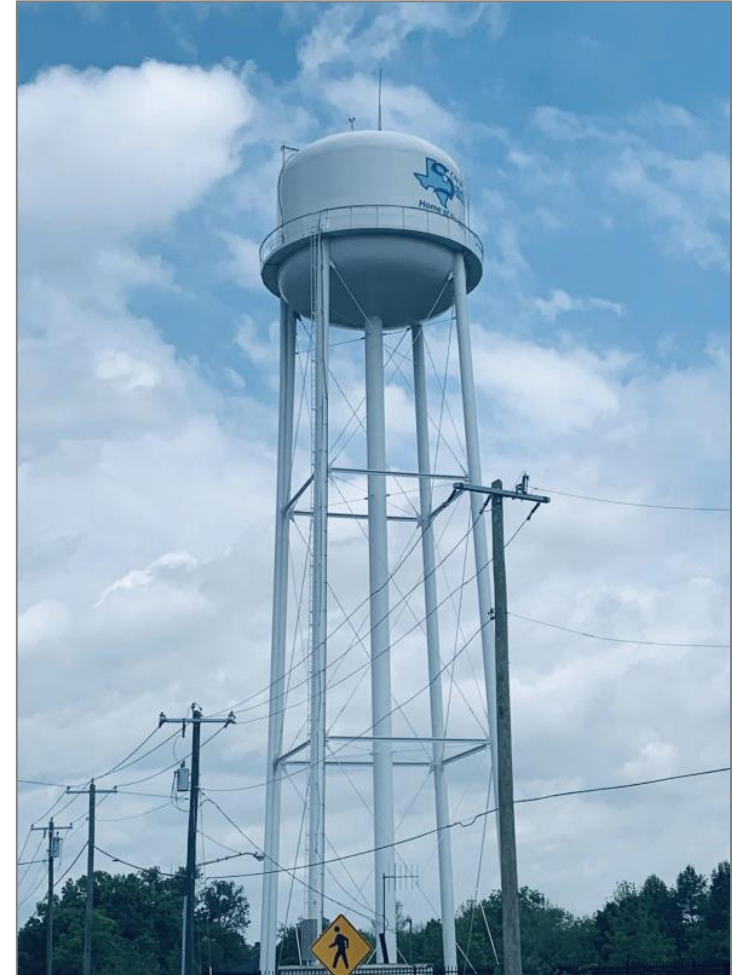
Agenda

- Lease Overview
- Lease Comparison
- Recommended Action



Lease Overview

- City of Sachse lease of space to Federal Aviation Administration (FAA)
 - Used for FAA antenna and equipment
 - Located at water tower at Fifth Street and Sachse Road



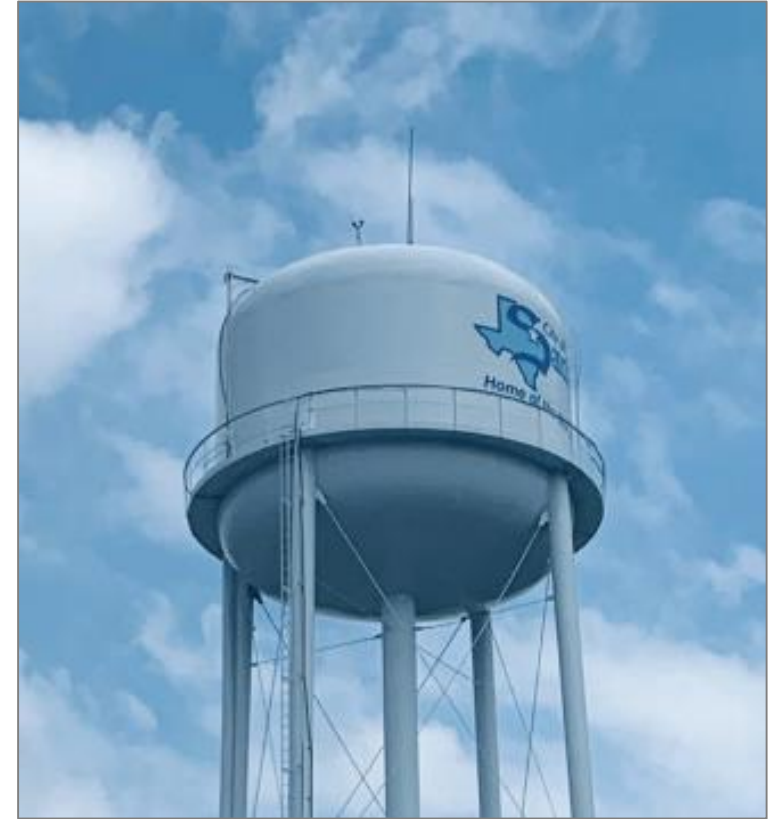
Lease Comparison

- Original Lease

- October 2010 to September 2020
- \$252.09 per month (\$3,025.08/year)

- New Lease

- October 2020 to September 2033
- \$283.34 per month (\$3,400.08/year)
 - 12.39% increase from prior lease



Recommended Action

- Authorize the City Manager to execute a lease agreement with the Federal Aviation Administration (FAA) for space for an antenna and equipment located at Fifth Street and Sachse Road.



ANTENNA & EQUIPMENT SPACE LEASE
Between
THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
And
CITY OF SACHSE, TEXAS

FAA CONTRACT NO: 697DCM-22-L-00084
ATID/FACILITY TYPE: (HQZ)/CPME/MTI
LOCATION: SACHSE, TEXAS

1. **Preamble (09/2021) 6.1.1** This Lease for real property is hereby entered into by and between City of Sachse, Texas, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.
2. **Definitions (09/2021) 6.1.1-1** For purposes of this document, the following definitions apply;
Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. As used herein, contract denotes the document (for example- lease, easement, memorandum of agreement, or other legally binding agreement) used to implement an agreement between a customer (buyer) and a seller (supplier).
Contractor- refers to the party(ies) receiving a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor, Permitter, Licensor, Grantor, Airport, or Offeror depending on the type of contract or the provision within the contract.
Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.
Real Estate Contracting Officer (RECO) - is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).
3. **Succeeding Contract (09/2021) 6.1.2** This contract succeeds Contract No. DTFASW-10-L-00087 and all other previous agreements between the parties for the property described in this document.
4. **Lease Witnesseth (09/2021) 6.1.3** Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:
5. **Leased Space Description (09/2021) 6.1.4** The Lessor hereby leases to the Government the following described premises;
Space on the hand rail and tower space atop the 110-foot level of a water tower at 5th Street and Sachse Road in Sachse, Texas for Calibration Performance Monitor Equipment (CPME) antenna and a Moving Target Indicator (MTI) Reflector System Assembly along with a 2 foot by 5 foot (10 square feet) space in the equipment room at the base of the tower for battery unit and electrical equipment, and as more fully depicted drawing numbers 305-002-4, dated 09/29/1987, 110900-4 and

90711-C dated 01/07/2005, a Major Component Description, pages 5 and 6, and two current day photos of Water Tower with said equipment marked as Exhibit A, A-1, A-2, A-3, A-4 and A-5, which is attached hereto and made a part hereof.

6. **Purpose (09/2021) 6.1.5** It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).
7. **Legal Authority (09/2021) 6.2.1** This contract is entered into under the authority of 49 U.S.C. 106(l) (6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.
8. **Term (09/2021) 6.2.3** To have and to hold, for the term commencing on October 1, 2020 and continuing through September 30, 2033 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.
9. **Consideration (09/2021) 6.2.4**

- A. The Government shall pay annual rent for the premises, payable in monthly installments in arrears, at the following rate(s)(monthly installments may vary based on rounding):

Dates	Payments made in holdover	Negotiated Rent Payments	Underpayment or overpayment
Oct 2020-Sep 2021	\$ 3,025.08	\$ 3,400.08	(\$ 375.00)
Oct 2021-Sep 2022	\$ 3,025.08	\$ 3,400.08	(\$ 375.00)
Oct 2022- Mar 2023	\$ 1,512.54	\$ 1,700.04	(\$ 187.50)
<u>Total</u>	\$ 7,562.70	\$ 8,500.20	(\$ 937.50) Lump sum due Lessor
	<u>Monthly rent</u>	<u>Annual Rent</u>	
Apr 2023 – Sep 2023	\$ 283.34	\$ 1,700.04	
Oct 2023 – Sep 2033	\$ 283.34	\$ 3,400.08	

B. Payments shall be made in arrears without the submission of invoices or vouchers. Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the "Payment by Electronic Funds Transfer" clause in this contract. Payments shall be considered paid on the day an electronic funds transfer is made.

C. Payment shall be made in full to: City of Sachse, Texas

D. The parties acknowledge that the Government has paid rent for the premises under prior Lease No. DTFASW-10-L-00087 in the total amount of \$ 7,562.70 for the time period from October 1, 2020 to March 31, 2023 while in holdover status.

E. The parties acknowledge that the Government owes the Lessor a one-time, lump sum payment, in settlement of any potential disputes or claims which may arise or have arisen in reference to prior lease No. DTFASW-10-L-00087 in the total amount of \$ 937.50 for the time period from October 1, 2020 to March 31, 2023. The lump sum payment will be paid within 90 days of lease execution.

10. Termination (09/2021) 6.2.5 The Government may terminate this contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.

11. Excuse (09/2021) 6.2.5-3

A. The Lessor will not be in default because of any failure to perform the requirements of this Lease under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Lessor.

B. Permissible causes for excuse are:

- i. acts of God (e.g., fires, floods, pandemics, epidemics, unusually severe weather, etc.),
- ii. acts of the public enemy,
- iii. acts of the Government in either its sovereign or contractual capacity,
- iv. pandemic, epidemic, or quarantine restrictions,
- v. strikes, and
- vi. freight embargoes. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Lessor.

C. Excuse will not be granted when:

- i. the Lessor had actual or constructive knowledge prior to the Lease Award Date that he/she could not perform in accordance with the requirements of the Lease contract;
- ii. the conditions of the property prevent performance;
- iii. the Lessor, its employees, agents or contractors, by error or omission, fails to perform; or
- iv. the Lessor is unable to obtain sufficient financial resources to perform its obligations.

D. The RECO will ascertain the facts and extent of the failure. If the RECO determines that any failure to perform is excusable, the RECO will revise the delivery schedule subject to the rights of the Government under the default and termination clauses of this contract.

12. Binding Effect (09/2021) 6.2.6 The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed

to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.

13. **Fixed Holdover (01/2022) 6.2.12-1** If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis for a period not to exceed 365 days. Payment shall be made in accordance with the Consideration clause of the Lease, in arrears on a prorated basis, at the rate paid during the Lease term.
14. **RE Clauses Incorporated by Reference (09/2021) 6.3.0** This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at https://fast.faa.gov/RPF_Real_Property_Clauses.cfm.
 - A. **Officials Not To Benefit (09/2021) 6.3.0-2**
 - B. **Assignment of Claims (09/2021) 6.3.0-3**
 - C. **Contracting Officer's Representative (09/2021) 6.3.0-4**
 - D. **Contingent Fees (09/2021) 6.3.0-5**
 - E. **Anti-Kickback Procedures (09/2021) 6.3.0-6**
15. **Funding Responsibility for FAA Facilities (09/2021) 6.3.6** The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.
16. **Changes (09/2021) 6.3.8**
 - A. The RECO may at any time, by written order via Supplemental Agreement, make changes within the general scope of this Lease in any one or more of the following:
 - i. Work or services;
 - ii. Facilities or space layout;
 - iii. Amount of space/land;
 - iv. Any other change made within the scope of this lease.
 - B. If any such change causes an increase or decrease in the Lessor's cost or time required for performance under this lease, the RECO will modify this Lease to provide one or more of the

following:

- i. An equitable adjustment in the rental rate;
- ii. A lump sum equitable adjustment;
- iii. An equitable adjustment of the annual operating costs per rentable square foot; or
- iv. An adjustment to the delivery date.

C. The Lessor must assert its right to an adjustment by written proposal under this clause within thirty (30) days from the date of receipt of the change order. Lessor's request must include all documentation necessary to validate his/her right to an adjustment. Failure to reach agreement on any adjustment constitutes grounds for dispute under the Contract Disputes clause.

D. Nothing in this clause excuses the Lessor from proceeding with the change as directed.

E. Absent written supplemental agreement the Government is not liable to the Lessor under this clause.

17. **Failure in Performance (09/2021) 6.3.16** In the event the Contractor fails to perform a service, provide an item, or satisfy a requirement under this Contract, the Government may:
- A. perform the service, provide the item, or satisfy the requirement itself, and abate the rent by its actual costs (including administrative costs) incurred in doing so,
 - B. not correct the Contractor's performance and abate the rent by an amount reasonably calculated to approximate the decreased value of the Contract arising from the Contractor's failure to perform, or
 - C. pursue termination of the contract under the "Termination" clause(s) in this Contract.
18. **No Waiver (09/2021) 6.3.17** No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.
19. **Non-Restoration (09/2021) 6.3.18** It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the contractor.
20. **Quiet Enjoyment (09/2021) 6.3.25** The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.
21. **Damage by Fire or Other Casualty or Environmental Hazards (09/2021) 6.3.26** If the premises is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the premises is untenable as determined by the Government, the Government may agree to allow restoration/reconstruction, or may elect to terminate the contract, in whole or in part, immediately by giving written notice to the contractor and no further rental will be due. The Government shall have no duty to pay rent while the premises are unoccupied.

22. **Delivery and Condition (09/2021) 6.3.27** Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit by the agreed upon occupancy date. The Government reserves the right to determine when the space is ready to occupy, and to assess damages in the event the occupancy date is not met.
23. **Interference (09/2021) 6.3.28** In the event that FAA operations interfere with the Contractor's facility, the Contractor must immediately notify the RECO. The FAA will begin assessment of interference immediately upon notification.
If the Contractor or its facility interferes with the FAA's equipment and the Contractor either knows of, or is notified by the FAA, of the interference, the Contractor will immediately remediate the interference at its own cost.
Notification under this clause must include the following information, if known:
A. type of interference,
B. the commencement date of the interference, and
C. the root cause of the interference.
24. **Alterations (09/2021) 6.3.29** The Government shall have the right during the term of this Lease, including any extensions thereof, to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, alterations or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. The parties hereto mutually agree and understand, that no restoration rights shall accrue to the Lessor for any alterations or removal of alterations to the leased premises under this Lease, and that the Government shall have the option of abandoning alterations in place, when terminating the Lease, at no additional cost.
25. **Hold Harmless (09/2021) 6.3.30** In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 17, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.
26. **Compliance with Applicable Laws (09/2021) 6.3.31** The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This Lease shall be governed by federal law.
The Government will comply with all federal, state, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.
27. **Examination of Records (09/2021) 6.3.32** The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative of either shall, until three (3) years after

final payment under this contract, have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

28. Subordination, Nondisturbance and Attornment (09/2021) 6.3.33

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this contract is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this contract. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as the contractor may reasonably request to evidence further the subordination of this contract to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by the contractor if such easement does not interfere with the full enjoyment of any right granted the Government under this contract.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this contract so long as the Government is not in default under this contract. Contractor will include in any future mortgage, deed of trust or other security instrument to which this contract becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Contractor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the contractor under this contract, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the contract had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this contract, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

29. Notification of Change in Ownership or Control of Land (09/2021) 6.3.34 If the Contractor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be

notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Contractor or Contractor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.

30. Change of Ownership/Novation (09/2021) 6.3.34-1

A. If during the term of the Lease, title to the Property is transferred or the Lessor changes its legal name, the Lessor shall notify the Government within five days of the transfer of title/change of name.

B. The Government and the Lessor must execute a Supplemental Agreement acknowledging the transfer of title or name change.

C. If title to the Property is transferred, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Supplemental Agreement.

D. The RECO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer.

E. If the RECO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease that have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards", and complete all required representations and certifications within SAM and the "Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment" in this contract.

G. If title to the Property is transferred, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall commence on the effective date of the Lease Amendment incorporating the Novation Agreement. The Lease Amendment will not be issued until the Government has received all information reasonably required by the RECO, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F.

31. Sublease (09/2021) 6.3.35 The Government reserves the right to sublease the space covered under this Lease to another agency or private party. In subleasing this space to another party, the

Government is not relieved from its responsibilities under the terms of this Lease unless otherwise agreed upon with the Lessor.

32. **Integrated Agreement (09/2021) 6.3.36** This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.
33. **Unauthorized Negotiating (09/2021) 6.3.37** In no event shall the Contractor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.
34. **Inspection of Leased Premises (09/2021) 6.3.38** To ensure a safe and healthy work environment for government employees, agents, and assigns, and to ensure the Contractor's performance under this contract, the Government at all times and places during the term of the contract has the right to:
- A. inspect the leased premises and all other areas of the building to which access is necessary,
 - B. test all performance requirements under the contract, and
 - C. perform any necessary sampling and evaluation to ensure contract compliance.
- If inspection reveals a contractual non-conformance, then the Government may require the Contractor to perform in accordance with the contract requirements at no increase in contract amount or the Government, in its sole discretion, may perform the work itself in accordance with the "Failure in Performance" clause of this Contract.

The presence or absence of a government inspection does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the contract without the RECO's written authorization.

35. **Contract Disputes (09/2021) 6.3.39**

- A. All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.
- B. The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile, or if permitted by Order of the ODRA, by electronic filing. A contract dispute is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.
- C. Contract disputes are to be in writing and shall contain:
 - i. The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;
 - ii. The contract number and the name of the Contracting Officer;
 - iii. A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

- iv. All information establishing that the contract dispute was timely filed;
 - v. A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and terminated checks) attached, broken down by individual claim item and summarized; and
 - vi. The signature of a duly authorized representative of the initiating party
- D. Contract disputes shall be filed at the following address:
- i. For filing by hand delivery, courier or other form of in-person delivery:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
600 Independence Avenue SW., Room 2W100
Washington, DC 20591; or

For filing by U.S. Mail:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Avenue SW
Washington, DC 20591
[Attention: AGC-70, Wilbur Wright Bldg. Room 2W100]; or

Telephone: (202) 267-3290

Facsimile: (202) 267-3720

Alternate Facsimile: (202) 267-1293; or

- ii. Other address as specified in 14 CFR Part 17.

E. A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

F. A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

G. After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

H. The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

I. The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.

J. Additional information and guidance about the ODR dispute resolution process for contract disputes can be found on the ODR website at <http://www.faa.gov>.

- 36. System for Award Management - Real Property (SAM Waiver) (09/2021) 6.4.1** The System for Award Management (SAM) is the Government's required method to receive vendor information. However, you have been granted an exception to SAM and therefore must provide your initial payment information and any future changes to your payment information to the RECO on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this lease.
- 37. Payment by Electronic Funds Transfer (09/2021) 6.4.2** All payments by the Government under this Contract will be made by electronic funds transfer (EFT). The Government will make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing federal payments through the ACH are contained in 31 CFR Part 210. The Lessor is responsible for maintaining correct payment information with the Government. If the Lessor's EFT information is incorrect or outdated, the Government is not required to make payments to the Lessor until correct/current EFT information is submitted to the Government for payment distribution.
- 38. Work Performance (09/2021) 6.5.2** All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the RECO. The RECO retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated unacceptable performance in connection with work carried out in conjunction with this Lease. In the event of such rejection, the Lessor shall offer substitute/replacement workers, subject to the approval of the RECO.
- 39. Installation of Antennas, Cables & Other Appurtenances (09/2021) 6.5.18** The Government shall have the right to install, operate and maintain antennas, wires and supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.
- 40. Doors (09/2021) 6.6.1** Exterior doors must be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The Lessor must furnish the Government at least two master keys and two keys for each lock. Interior doors must be solid cored and at least 32 by 80 inches with a minimum opening of 32 inches and be of sturdy construction. Fire doors must conform to NFPA Standard No. 80. As designated by the Government, doors must be equipped with non-

removable hinge pins, and locks with 7-pin removable cores. The Government shall provide cores. Locks, locking arrangements and latches must be in accordance with local building and fire codes, as well as OSHA 29 CFR 1910.

41. **Display Advertising (09/2021) 6.6.7** If the leased premises are solely for Government use, no advertising matter shall be constructed on or over the premises, unless authorized by the RECO.
42. **Erection of Signs (09/2021) 6.6.8** The Government shall have the right to erect on or attach to the Lessor's premises such signs as may be required to clearly identify the Government's facility. Said signs so erected will remain the property of the Government and shall be removed from the premises upon termination of the lease.
43. **Seismic Safety for Equipment (09/2021) 6.6.12** All Lessor-installed equipment, either Government provided or Lessor provided, shall be installed in strict accordance with the latest available edition of the International Building Code (IBC) at the time of execution of this contract and the DOT Specification FAA-G-2100H to ensure proper anchoring to protect personnel during a seismic event.
44. **Services, Utilities, and Maintenance of Premises (09/2021) 6.7.1** The Lessor must maintain the demised premises, including but not limited to, the building grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in a good, clean and tenantable condition. The Lessor shall maintain landscape plants, lawns, walkways, and parking areas. The Lessor shall also remove snow, ice, and any other obstructions from the entrances, walkways, and parking areas around the premises, prior to and during normal business hours set forth below.

The Lessor must provide the labor, materials, equipment and supervision necessary to ensure good repair and tenantable condition.

Utility and maintenance services supplied to space that houses technical equipment will be supplied twenty-four (24) hours per day, seven (7) days per week.

The Government will have unlimited access to the leased premises 24 hours per day, seven days per week, including, as applicable, the use of electrical services, toilets, lights, elevators, and Government office machines at no additional cost. Such access will allow the Government to service Government-owned technical equipment, or to perform other mission-critical related duties, as it determines necessary in its sole and absolute discretion.

In addition to such other services as are set forth elsewhere in this Contract, the Contractor must provide the following:

A. Electricity

45. **Fall Protection (09/2021) 6.8.4** The Contractor must ensure proper fall protection safety systems are in place for all work areas where Government personnel are required to perform work at four feet or more above the next lowest level on fixed ladders and within access points to elevated work areas in accordance with FAA Order 3900.19, FAA Occupational Safety and Health Policy, 29 CFR 1910, Occupational Safety and Health Standards (General Industry), 29 CFR 1926 Subpart M, Safety and

Health Regulations for Construction, and applicable regulatory required American National Standard Institute (ANSI) Standards. All such elevated work surfaces (platforms, catwalks, roofs, etc.) must have OSHA compliant guardrails, railings, toe boards and/or parapets where applicable to meet OSHA and ANSI requirements as referenced herein.

46. Environmental and Occupational Safety and Health (EOSH) Requirements (09/2021) 6.8.5 The Contractor must provide space, services, equipment, and conditions that comply with the following EOSH standards:

A. 29 CFR 1910, Occupational Safety and Health Administration (OSHA) Standards (General Industry)

B. 29 CFR 1926, Safety and Health Standards (Construction)

C. National Fire Protection Association (NFPA) 101, Life Safety Code

D. FAA Order 3900.19, FAA Occupational and Health Policy

E. FAA Standard HF-STD-001, Human Factors Design Standard

F. National Fire Protection Association (NFPA) 70, National Electrical Code, and NFPA 70E, Electrical Safety in the Workplace

G. Local and state EOSH regulations

H. Local and state fire codes and building codes.

Federal, state and local EOSH (OSHA and EPA) standards and building codes must be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance activities or testing done in or on the leased premises and areas connected to or integrated with the premises. Additionally, whenever FAA standards require work processes or precautions to be provided, the Contractor will coordinate with the FAA before and during the work so that the proper requirements are met.

Any equipment designed, installed, or used that presents a potential safety hazard shall be marked with appropriate warning labels or placards, in accordance with 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags, FAA HF-STD-001, Human Factors Design Standard, Chapter 12.16, Safety Labels and Placards, American National Standards Institute (ANSI) Standard Z535.4, Product Safety Signs and Labels, and FAA-G-2100H, Electronic Equipment, General Requirements, Section 3.3.5.4.

47. Warranty of Space (09/2021) 6.8.13 The contractor warrants that all space leased to the Government under this contract complies with federal, state, and local regulations. The space is not limited to that set forth in this contract, but also includes space above suspended ceilings in the leased space, air plenums elsewhere in the building that service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces in the same ventilation zone as the leased space, and public spaces and common use spaces (e.g., lobbies, hallways).

48. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (09/2021) 6.9.5

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening.
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4 A 16.e.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4A.16.e. This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility

into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

49. Covered Telecommunications Equipment or Services- Representations (09/2021) 6.9.5-1

a) Definitions. As used in this provision, “covered telecommunications equipment or services” has the meaning per the "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment” clause in this contract.

(b) Procedures. The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

(c) Representations.

1. The offeror represents that it _____ does, X does not **provide** covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

2. After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it _____ does, X does not **use** covered telecommunications equipment

or services, or any equipment, system, or service that uses telecommunications equipment or services.

- 50. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (09/2021) 6.9.5-2** NOTE: The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(1). Additionally, The offeror must not complete the representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(2).

PROVISION/CLAUSE:

(a) Definitions. As used in this provision--

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Nothing in this prohibition will be construed to—

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.

Nothing in this prohibition will be construed to-

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it ☐ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it does ☐ does not ☒ USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates “does”.

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision-
If the Offeror has responded “will” in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—

(1) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;

(2) For covered services-

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or
- (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded “does” to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(4) For covered services-

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

51. **Notices (09/2021) 6.10.1** All notices/correspondence must be in writing, reference the Contract number, and be addressed as follows:

TO THE CONTRACTOR:

City of Sachse, Texas
16190 E. 1300th Street
Sachse, Texas 61455

TO THE GOVERNMENT:

Federal Aviation Administration
Real Estate Contracts Division AAQ-920
10101 Hillwood Parkway
Fort Worth, Texas 76177

52. Signature Block (09/2021) 6.10.3 This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

CITY OF SACHSE, TEXAS

By: _____
Print Name: _____
Title: _____
Date: _____

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____
Thomas Ryan Kewitt
Real Estate Contracting Officer
Date: _____

Approved as to Form

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

ATTACHMENTS/EXHIBITS:

Number	Title	Date	Number of Pages
1	Exhibit A CPME Calibration Performance Monitor Equipment Drawing No. 305-002-4	09/29/1987	1
2	Exhibit A-1 MTI Moving Target Indicator Reflector System Assembly Drawing No. 110900-4	01/07/2005	1
3	Exhibit A-2 MTI Moving Target Indicator Reflector System, A-150 Drawing No. 90711 Rev. C	01/07/2005	1
4	Exhibit A-3 Instruction Manual - Major Component Description Pages 5 and 6	09/2017	2
5	Exhibit A-4 and Exhibit A-5 Actual Current Day Photos	05/2022	2

CERTIFICATE OF AUTHORIZATION

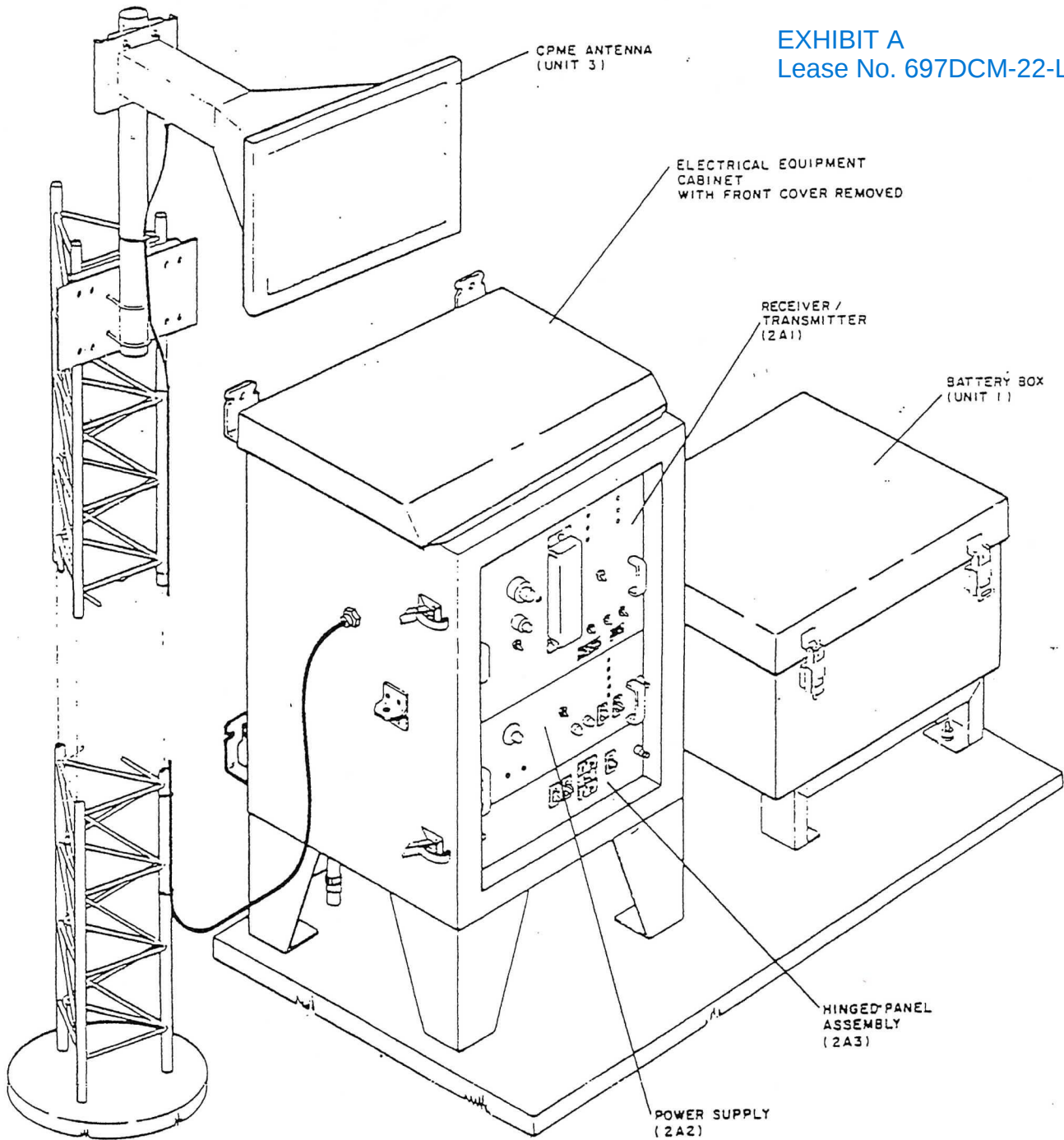
I, the undersigned, hereby certify that _____, who signed this instrument on of behalf of
_____ is in fact authorized to sign on behalf of
_____ by authority of its governing resolution, and is within the
scope of its powers.

Print Name: _____

Print Title: _____

Signature: _____

Date: _____

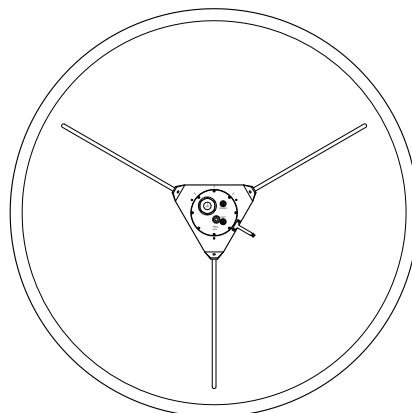
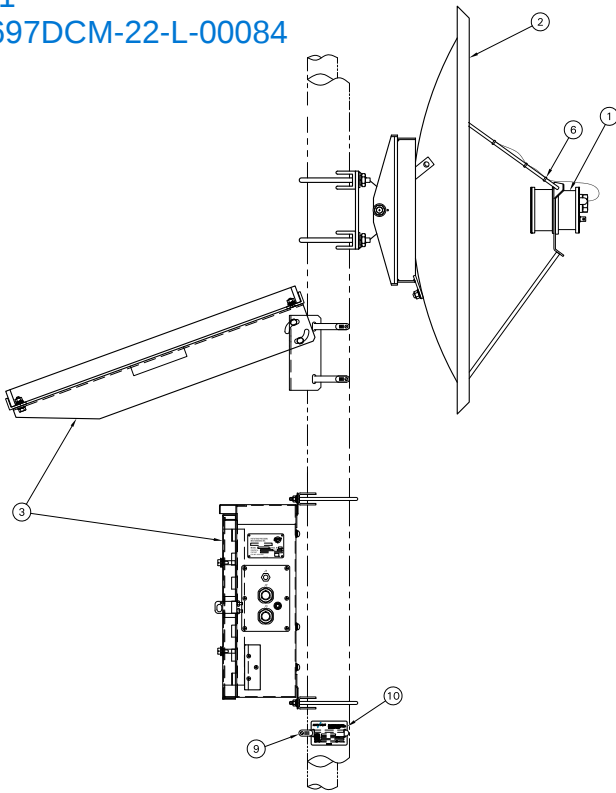


305-002-4

SPECIES CPME		 WILCOX
PAGE NO. 1-2		
DATE 7/29/87	REVISION BY	
2.3	2.6	
L. C.		
13 1/4 V 1/2 V 20		CALIBRATION PERFORMANCE MONITOR EQUIPMENT
6 3/4 7 1/4 1060		
7649	305-002-4	

The information disclosed herein is the property of Rotating Precision Mechanisms Inc., except for use expressly granted to the United States Government. (RPM) reserves all patent, proprietary, design, use, sale, manufacturing, and reproduction rights therein.

EXHIBIT A-1
Lease No. 697DCM-22-L-00084



DETAIL
REAR VIEW
OF FEED

5. REF. PACKAGE PER 113249-1
4. SURFACE TEXTURE SYMBOLS PER ANSI Y14.36-1978
3. ABBREVIATIONS PER MIL-STD-12
2. WELD SYMBOLS PER ANSI/AWS A 2.4-79
1. TOLERANCE SYMBOLS PER ANSI Y14.5M-1982

NOTES: UNLESS OTHERWISE SPECIFIED

ITEM NO.	1	2	3	FSCM
NO.	1	2	3	
QTY REQUIRED				
APPLICATION				
NEXT ASSY				
USED ON				
QTY				
DASH NO.				

ITEM NO.	1	2	3	FSCM	PART OR IDENTIFYING NO.	NOMENCLATURE OR DESCRIPTION	SPECIFICATION
PARTS LIST							
CONTRACT NO.							
APPROVALS							
DATE							
PREPARED C. Crocker 7/8/2004							
CHECKED							
APPROVED D. Marx 1/7/2005							
MATERIALS							
SEE SEPARATE P/L							
DO NOT SCALE DRAWING							
A4068							
MTI REFLECTOR SYSTEM ASSEMBLY							
SIZE	CODE	IDENT NO.	DRAWING NO.	REV.			
D	54547		110900-4	-			
SCALE 1/4		WEIGHT -		SHEET 1 OF 1			

CONTRACT NO.		PARTS LIST		
		 RP-PSI® <i>Rotating Precision Mechanisms Inc.</i>		
APPROVALS	DATE	MTI Reflector System, A-150		
PREPARED C. Crocker	8/5/2004			
CHECKED	-			
APPROVED D. Marx	1/7/2005			
ALB136 A4068		SIZE D 54547	DRAWING NO. 90711	REV C
		SCALE 1/4"	WEIGHT	SHEET 1 OF 1

2.0 MAJOR COMPONENT DESCRIPTION

The Moving Target Indicator (MTI) Reflector System uses a parabolic reflector with a tripod-mounted focal point Feed assembly. At the rear of the reflector are brackets for mounting the antenna to a 2.0-inch to 3.5-inch, outside diameter, customer-furnished pole/pipe. Provision is made for azimuth and elevation adjustments to align the system with the host ASR-11 or similar MTI equipped radar antenna. A separate unit contains the Battery-Pack, Charge Controller, and Solar Array. Similar mounting brackets are provided to attach the Battery-Pack and Solar Array to the previously mentioned post. The Solar Array has provision for azimuth and elevation adjustments to achieve optimum sun angle pointing.

2.1 Reflector

The reflector is a solid surface, aluminum, parabolic reflector, approximately 30 inches in diameter. It has seven holes within the parabola, 4 of approximately $\frac{1}{4}$ inch diameter and three of approximately $\frac{3}{8}$ inch diameter. Three of the four $\frac{1}{4}$ inch holes mount the Feed Assembly on three spars; the fourth hole is for system alignment. The three $\frac{3}{8}$ inch holes are utilized for mounting the heavy-duty Reflector Mounting Ring (optional – not supplied.)

2.2 Feed Assembly

The Feed assembly is a cylinder approximately 3.8 inches in diameter by 4.0 inches long. At the front, pointed towards the reflector, is the Feed Radome that allows the RF energy to enter the Feed for processing. At the rear of the Feed are two, BNC-type jacks, one for power, and the other for test. A $\frac{1}{4}$ -28 socket-head screw, with sealing washers, allows access to the internal potentiometer for switching-frequency adjustment. Using an electrically insulated or dielectric screwdriver, adjust the internal potentiometer, and observe the frequency on a Digital Multimeter or a Time-Based Oscilloscope as described in §6.0.

2.3 Battery Pack

The battery provides power to the Feed assembly when the Solar Array cannot, such as at night or during inclement weather. The Battery Pack is made up of six, 2.0 VDC, Sealed Lead-Acid, cells connected in series/parallel combination for a total voltage of 6.0 VDC nominal. Special wide temperature batteries of high amp hour capacity are used. The batteries are protected from the outer environment and wide, rapid temperature fluctuations by being housed within the insulated Battery Box. Typically, a fully functional and fully charged battery can provide system power for up to fourteen days without recharging.

2.4 Charge Controller

The Charge Controller is solid state, automatic sequencing charging unit designed to efficiently charge the batteries and prevent over charging. It is located inside the Battery Box, and is accessed through the hinged door of the battery box. There is one Charge Controller for each Solar Array and Battery-Pack in a system. A typical system consists of only a single Solar Array, Battery-Pack, and Charge Controller.

2.5 Solar Array

The base Solar Array is typically about 19 inches by 26 inches in size (depending at the time of manufacture an array can increase to as much as 25 inches by 26 inches). The Solar Array mounts on the same customer provided mounting post utilized for the reflector. The Solar Array is an electrical generator driven by sunlight that produces direct current (DC) electricity. This electricity is used to charge the batteries, which powers the Feed. The basic element of the Solar Array is the photovoltaic cell.

The solar cells are made from single crystal silicon. Each cell, within the panel, produces an electric potential or voltage when exposed to sunlight. This voltage varies somewhat with temperature changes. The voltage and current output of a cell is a function of the cell area as well as sunlight intensity. The base module utilized in the A150c, provides a maximum voltage of approximately 15.0 VDC at up to about 2.33 Amps maximum.



EXHIBIT A-4
Lease No. 697DCM-22-L-00084



Paul Dungan
Construction Inspector
City of Sachse | Engineering
3815-B Sachse Road, Sachse TX 75048
O: 469-429-4789 | M:214-878-0559

EXHIBIT A-5
Lease No. 697DCM-22-L-00084

E. Regular Agenda Items

Subject	1. Consider an ordinance canvassing the returns and declaring the results of the General Election held on Saturday, May 6, 2023, for the purpose of electing a Councilmember Place 3 and Councilmember Place 4.
Meeting	May 15, 2023 - City Council Meeting
Access	Public
Type	Action, Discussion
Recommended Action	Approve the ordinance canvassing the returns and declaring the results of the General Election held on Saturday, May 6, 2023, for the purpose of electing a Councilmember Place 3 and Councilmember Place 4.
Goals	Provide excellent government services to Sachse citizens.

BACKGROUND

On February 6, 2023, the City Council ordered a General Election for the purpose of electing a Councilmember Place 3 and Councilmember Place 4. The City received one candidate application for Place 3 and two applications for Place 4. As a result, the City contracted with Dallas County and Collin County to hold an election on Saturday, May 6, 2023.

OVERVIEW

In order to declare the results official, the City Council must canvass the results. The proposed ordinance will declare the results for Councilmember Place 3, and Councilmember Place 4 with their terms expiring May 2026.

POLICY CONSIDERATIONS

The City Charter specifies the returns of every election shall be made in accordance with the Texas Election Code and that the City Council shall canvass the votes and declare the results of such election.

RECOMMENDATION

Approve the ordinance canvassing the returns and declaring the results of the General Election held on Saturday, May 6, 2023, for the purpose of electing a Councilmember Place 3 and Councilmember Place 4.

File Attachments E1 Ord. Canvassing May 6, 2023, General Election.pdf (26 KB)
--

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE GENERAL ELECTION HELD ON SATURDAY, MAY 6, 2023, FOR THE PURPOSE OF ELECTING A COUNCILMEMBER PLACE 3 AND COUNCILMEMBER PLACE 4; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is hereby found and determined that the notice of the election was duly given in the form, manner and time required by law, and said election was in all respects legally held and conducted in accordance with applicable laws of the State of Texas and the proceedings calling and governing the holding of such election; and

WHEREAS, it is imperative to consider the returns of the election held on May 6, 2023, for the purpose of electing the hereinafter named officials; and

WHEREAS, the returns of said election have been duly and legally made and submitted to the City Council for canvassing, and a tabulation of the returns for the polling place and for early voting, as canvassed and tabulated by this governing body for the election of Councilmember Place 3 and Councilmember Place 4, are as follows:

Councilmember Place 3

	Early Voting In-Person	Early Voting Mail	Election Day In-Person	Early Voting Provisional	Total	Voting %
Frank Millsap	709	6	392	0	1,107	100.00%
Totals	709	6	392	0	1,107	100.00%
Overvotes	0	0	0	0	0	
Undervotes	21	3	19	0	43	

Frank Millsap, unopposed for the Office of City Councilmember Place Three, is hereby declared to be elected to the Office of City Councilmember Place Three to serve a term that shall expire May 2026, after qualifying.

Councilmember Place 4

	Early Voting In-Person	Early Voting Mail	Election Day In-Person	Early Voting Provisional	Total	Voting %
Richard Chandler	244	6	151	0	401	32.82%
Chance Lindsey	538	3	280	0	821	67.18%
Totals	782	9	431	0	1,222	100.00%
Overvotes	0	0	0	0	0	
Undervotes	4	0	6	0	10	

It appearing that Chance Lindsey received a majority of all votes cast for the Office of City Councilmember Place Four, he is hereby declared to be elected to the Office of City Councilmember Place Four to serve a term that shall expire May 2026, after qualifying.

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

SECTION 1. Said election was duly called, that notice of said election was given in accordance with the law, and that said election was held in accordance with the law, and that Frank Millsap was duly elected as Councilmember Place 3. Frank Millsap is hereby declared duly elected to the City Council as Councilmember Place 3, subject to taking his oath as provided by the laws of the State of Texas.

SECTION 2. Said election was duly called, that notice of said election was given in accordance with the law, and that said election was held in accordance with the law, and that Chance Lindsey was duly elected as Councilmember Place 4. Chance Lindsey is hereby declared duly elected to the City Council as Councilmember Place 4, subject to taking his oath as provided by the laws of the State of Texas.

SECTION 3. It is further found and determined that in accordance with the order of this governing body, the City Secretary posted written notice of the date, place, and subject of this meeting on the bulletin board located at City Hall, a place convenient and readily accessible to the general public, and said notice having been so posted and remaining posted continuously for at least 72 hours preceding the scheduled time of said meeting.

SECTION 4. This ordinance shall become effective immediately from and after its passage.

DULY PASSED AND ADOPTED by the City Council of the City of Sachse, Texas on the 15th day of May, 2023.

APPROVED:

Jeff Bickerstaff, Mayor

ATTEST:

Leah K Granger, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida Jr., City Attorney

E. Regular Agenda Items

Subject	2. Discuss and provide direction on the establishment of a rental inspection program.
Meeting	May 15, 2023 - City Council Meeting
Access	Public
Type	Action, Discussion
Preferred Date	May 15, 2023
Absolute Date	May 15, 2023
Fiscal Impact	Yes
Recommended Action	Discuss and provide direction on the establishment of a rental inspection program.
Goals	Provide a high quality of life environment for families, individuals, businesses, and other organizations in Sachse. Provide excellent government services to Sachse citizens.

BACKGROUND

The City Council received a briefing regarding the establishment of a rental inspection program at its March 20 regular City Council meeting. Staff provided an overview of rental inspection programs, in general, and discussed the rental registration references included in the 2017 Comprehensive Plan. The City Council provided feedback, indicating that they would prefer to see something that provides appropriate oversight for rental properties while not being too intrusive or cumbersome for the property owners. Council also requested that staff prepare a list of what is currently offered relative to these types of programs in Sachse's comparator cities as well as come back with several options for Council's consideration.

OVERVIEW

Staff will present three options for the Council's consideration based on the discussion and feedback received at the March 20 meeting. Depending on final direction, staff will return with the appropriate ordinance amendment at a future meeting.

POLICY CONSIDERATIONS

If the Council wishes to move forward with the establishment of a program, staff recommends amending the current rental inspection ordinance to include the registration and/or inspection of single-family properties. The inspection of rental multi-family and duplex properties are currently included in the ordinance.

RECOMMENDATION

Discuss and provide direction on the establishment of a rental inspection program.

E. Regular Agenda Items

Subject	3. Discuss the hours of operation at the Sachse Public Library and the Michael J. Felix Community Center.
Meeting	May 15, 2023 - City Council Meeting
Access	Public
Type	Discussion
Goals	Provide a high quality of life environment for families, individuals, businesses, and other organizations in Sachse. Provide excellent government services to Sachse citizens.

BACKGROUND

The results of the City of Sachse 2022 resident survey indicated the desire to see enhancements to programming and additional hours of operation at both the Sachse Public Library and the Michael J. Felix Community Center.

OVERVIEW

Staff has put together a proposal that includes options for increasing programming and the hours of operation as well as the need for additional staffing to accommodate these changes.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Staff recommends increasing the Sachse Public Library hours of operation from 48 hours per week to 60 hours per week with an increase in staffing levels to include sufficient front desk coverage and programming staff.

Staff recommends increasing the Michael J. Felix Community Center hours of operation from 52 hours per week to 66 hours per week with an increase to staffing levels to include sufficient front desk coverage and programming staff.

File Attachments

[E3 Presentation Leisure Services Hours of Operation Discussion.pdf \(886 KB\)](#)

Leisure Services Hours of Operation Discussion

City Council
May 15, 2023



Overview

- Sachse Public Library Programming Details
 - Resident Survey Feedback
 - Programming Priorities
 - Current Hours of Operation
 - Schedule Options
- Michael J. Felix Community Center Programming Details
 - Resident Survey Feedback
 - Community Center Priorities
 - Current Hours of Operation
 - Schedule Options
- Next Steps



Sachse Public Library



Resident Survey Feedback

- The City added specific questions to the 2022 Resident Survey regarding Library programming and hours of operation
- Respondents indicated that the Library should prioritize the following improvements to programs, services, and amenities:
 - More children's programs (89%)
 - More Saturday programs (80%)
 - More STEM programs (79%)
 - More teen programs (76%)
 - Children's play area (72%)
 - More evening programs (72%)
 - More story times (69%)
 - More adult programs (67%)
 - In-person computer classes (66%)
 - In-person ESL classes (66%)



Library Programming Priorities

- Residents want the Library to prioritize programming with an emphasis on:
 - Programs for all ages (children, teens, and adults)
 - Convenient program times (evenings and weekends)
 - Science, Technology, Engineering, and Mathematics (STEM) (including computer classes)
 - English as a Second Language (ESL) classes
- The Library's current hours of operation and staffing levels will need to be increased to accommodate these additions

Library Hours of Operation

Currently open 48-hours per week:

- Monday: 10 a.m. – 6 p.m.
 - Tuesday: 11 a.m. – 8 p.m.
 - Wednesday: 10 a.m. – 6 p.m.
 - Thursday: 11 a.m. – 8 p.m.
 - Friday: 10 a.m. – 6 p.m.
 - Saturday: 10 a.m. – 4 p.m.
 - Sunday: CLOSED
- The current schedule and staffing level provide limited opportunities to expand programming into evening and weekend time slots

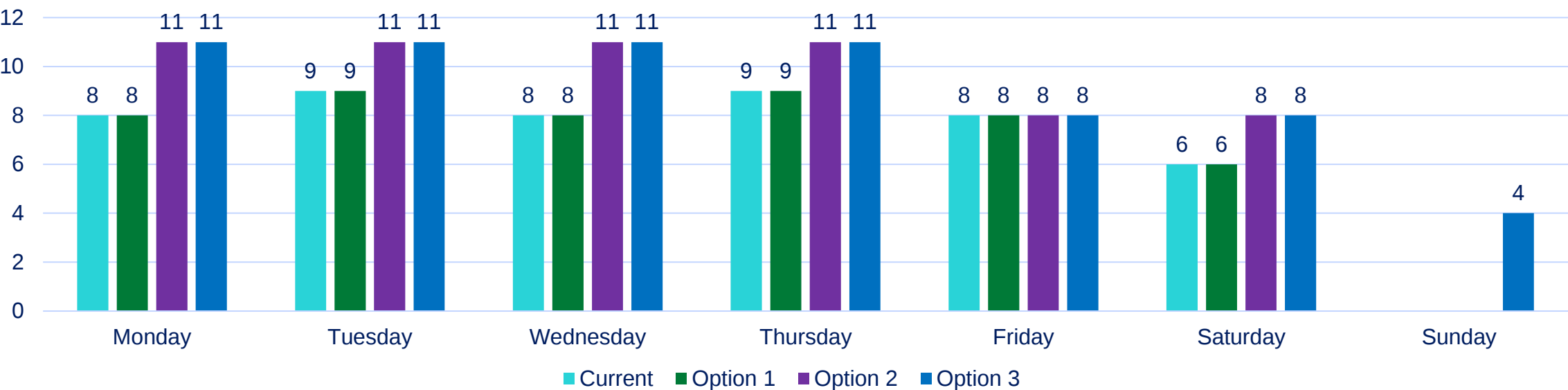


Options for Increasing Services and Programs

Staff prepared three options for Council's consideration:

- Option 1: No change to hours of operation
 - With the increase in our attendance and programming, the Library is requesting **two** additional part-time staff to maintain our service levels – total of 6.5 FTE
- Option 2: Increase to 60-hours per week
 - Would require **two** additional full-time and **two** additional part-time staff to assist with programming and front desk – total of 8.5 FTE
- Option 3: Increase to 64-hours per week (including Sundays)
 - Would require **two** additional full-time and **three** additional part-time staff to assist with programming and front desk – total of 9 FTE
- Option 2 and Option 3 would include additional evening and weekend hours

Hours of Operation by Day

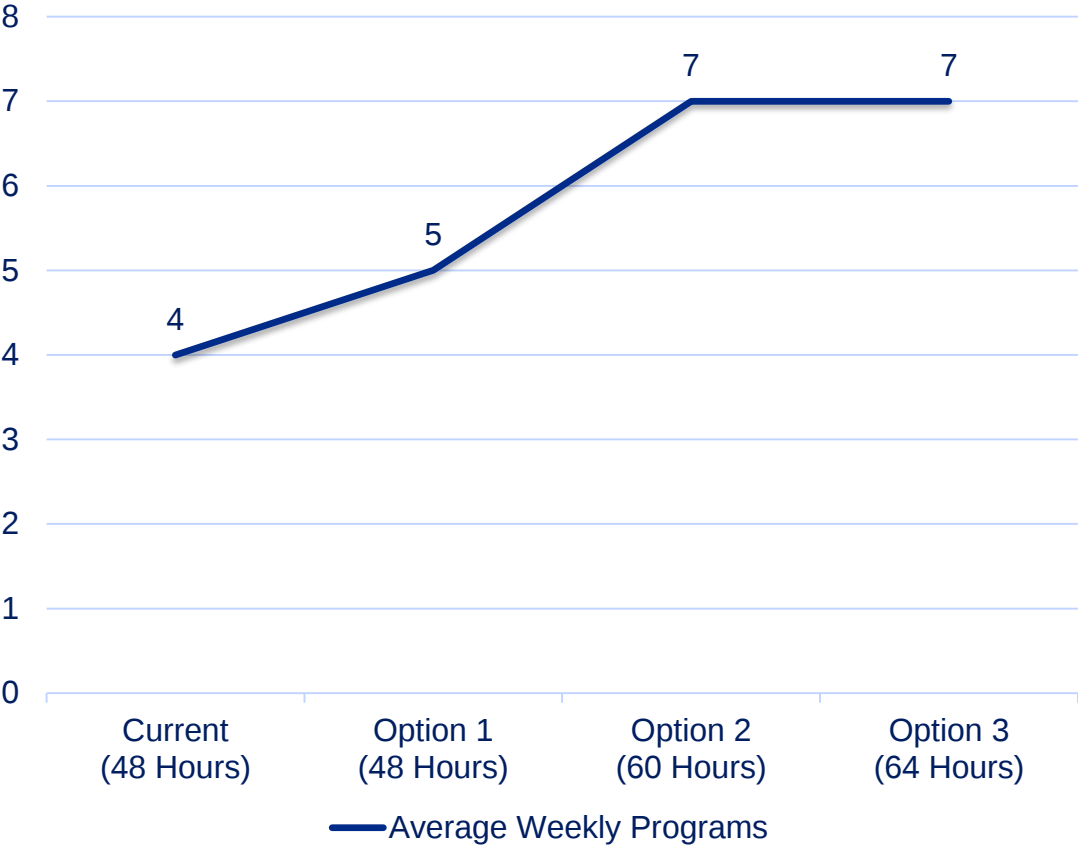


	# of Hours	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Current	48	10 – 6	11 – 8	10 – 6	11 – 8	10 – 6	10 – 4	Closed
Option 1	48	10 – 6	11 – 8	10 - 6	11 – 8	10 – 6	10 – 4	Closed
Option 2	60	9 – 8	9 – 8	9 – 8	9 – 8	9 – 5	9 – 5	Closed
Option 3	64	9 – 8	9 – 8	9 – 8	9 – 8	9 – 5	9 – 5	1 - 4

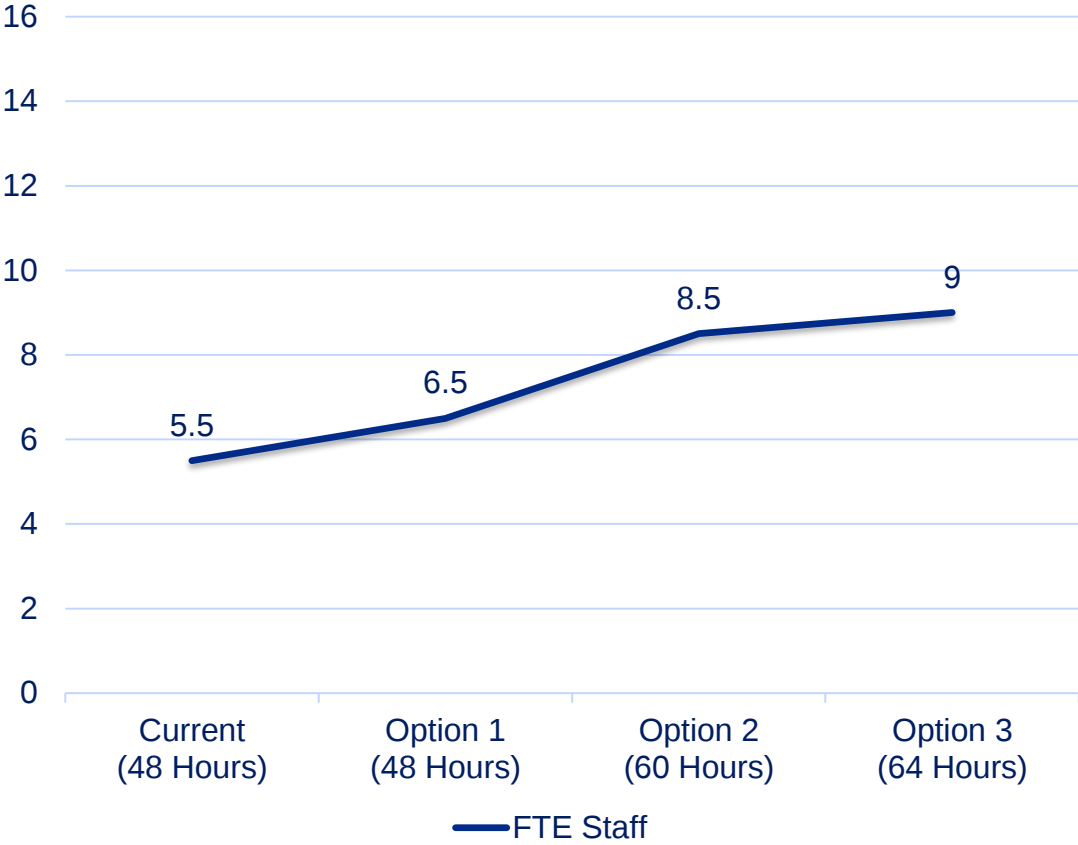


Weekly Programs and Staffing Levels

Average Weekly Programs



FTE Staff



Improvements to Programs and Services



Staff Recommendation – Option 2

- Increase hours of operation from 48-hours to 60-hours per week
 - Additional evening and Saturday hours to allow residents to access library services at times convenient for most families
 - More opportunities for evening and Saturday programming as requested by survey respondents
- Increase staffing levels to include sufficient front desk and programming staff
 - A 60-hour per week schedule would require two additional full-time and two additional part-time Library Assistants to staff the front desk
 - Increasing programming to an average of seven programs per week would require an additional full-time Library Program Specialist



Council Discussion



Michael J. Felix Community Center



Resident Survey Feedback

- Respondents indicated that the Community Center should prioritize the following improvements to programs and services:
 - More children's programs – ages 12 and under (89%)
 - More teen programs – ages 13 - 17 (88%)
 - More adult programs – ages 18 - 61 (86%)
 - More Community Events (89%)
 - Open on Mondays (64%)
 - More evening programs (74%)



Community Center Priorities

- Residents want the Community Center to prioritize recreation with an emphasis on:
 - Programs for all ages (children, teens, and adults)
 - Convenient program times (evenings and weekends)
 - Open the Community Center on Mondays
 - More community events such as summer concerts and festivals
- The Community Center's current hours of operation and staffing levels will need to be increased to accommodate these additions in programming and hours of operation



Community Center Hours of Operation

Currently open 52-hours per week:

- Monday: CLOSED
 - Tuesday: 9 a.m. – 9 p.m.
 - Wednesday: 9 a.m. – 9 p.m.
 - Thursday: 9 a.m. – 9 p.m.
 - Friday: 10 a.m. – 7 p.m.
 - Saturday: 10 a.m. – 5 p.m.
 - Sunday: CLOSED
-
- The current schedule and staffing level provide open play gym times and classes in the evenings with some programs during the day and on Saturdays

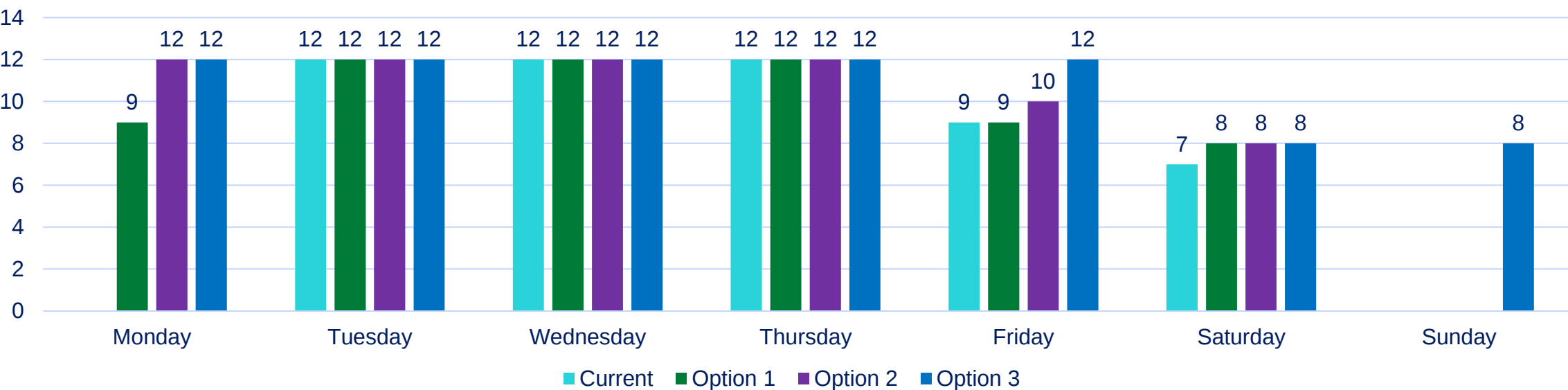


Options for Increasing Services and Programs

Staff recommends implementing one of three options:

- Option 1: Increase to 62-hours per week (including Mondays)
 - Would require **one** additional full-time recreation specialist to assist with programming and **one** part-time staff to assist with the front desk
- Option 2: Increase to 66-hours per week (including Mondays)
 - Would require **one** additional full-time recreation specialist to assist with programming and **two** part-time staff to assist with the front desk
- Option 3: Increase to 76-hours per week (including Sundays and Mondays)
 - Would require **one** additional full-time recreation specialist to assist with programming and **three** part-time staff to assist with the front desk

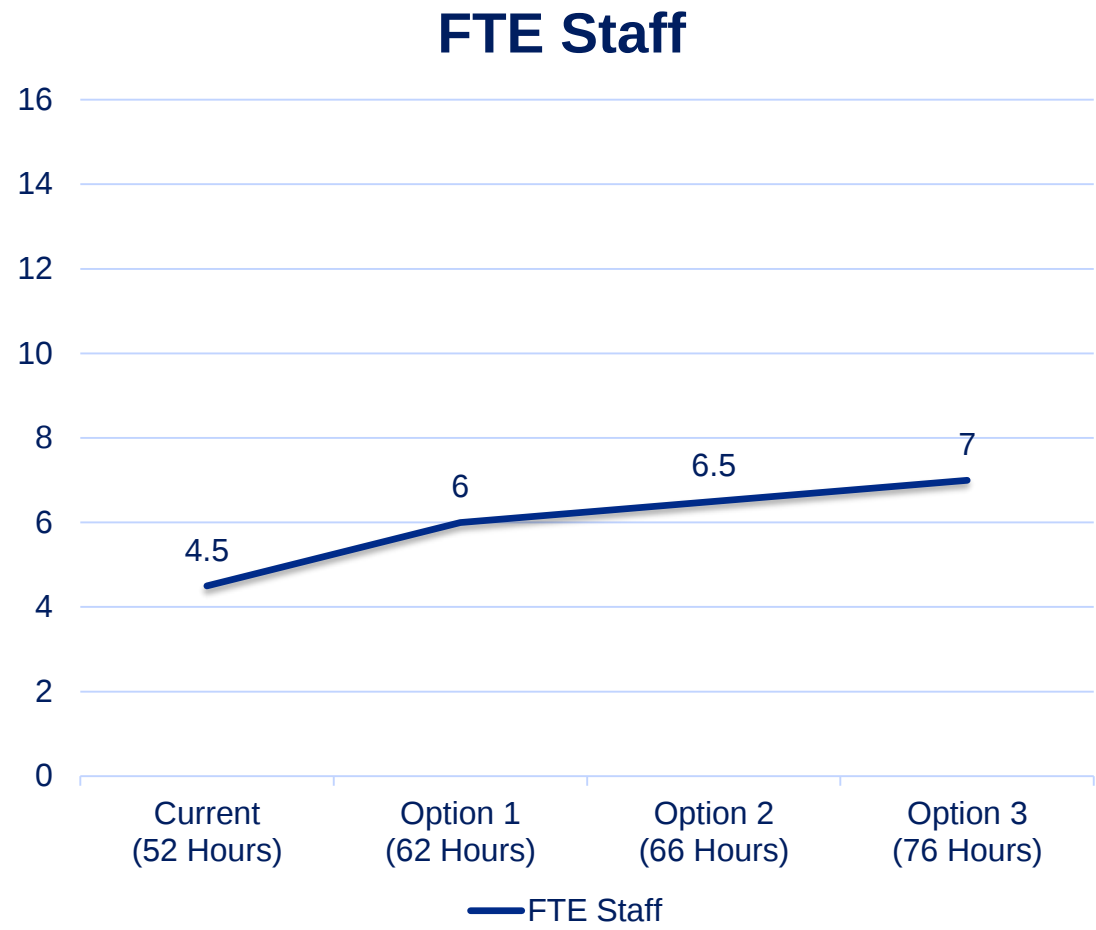
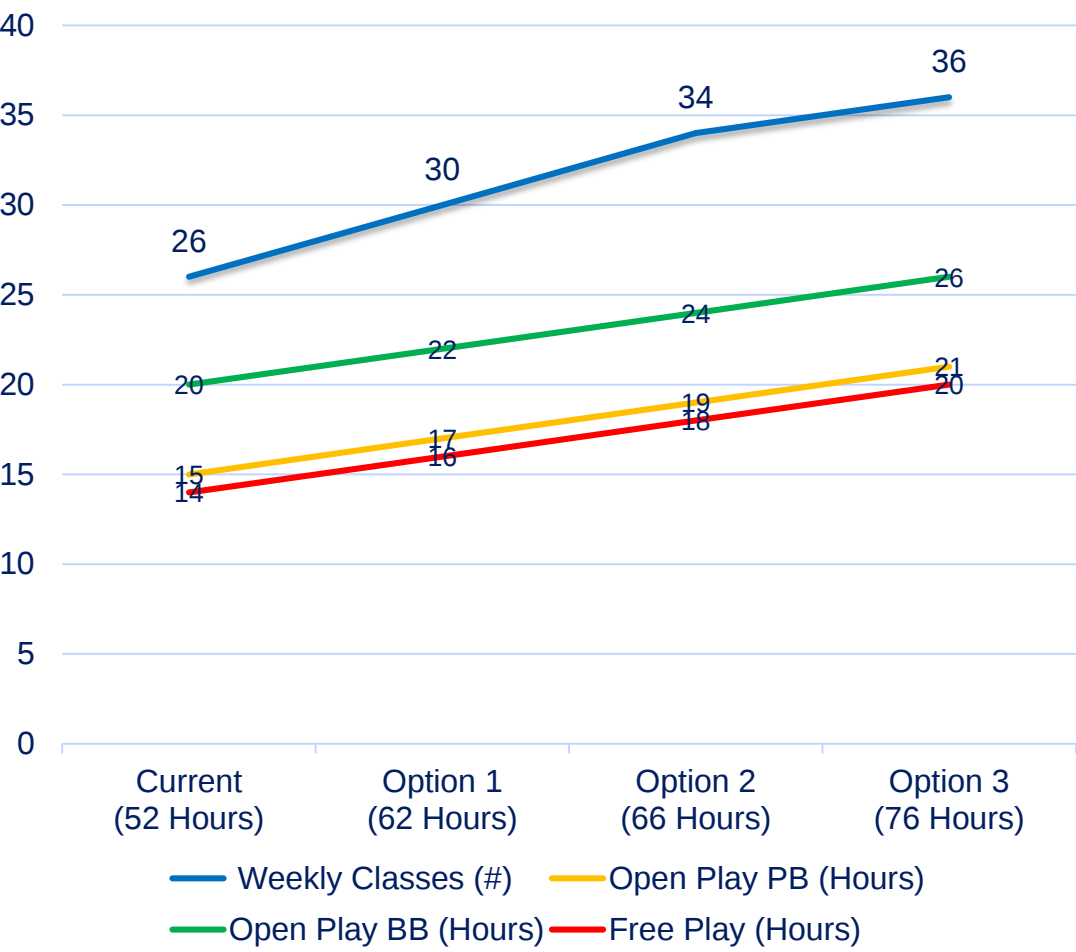
Hours of Operation by Day



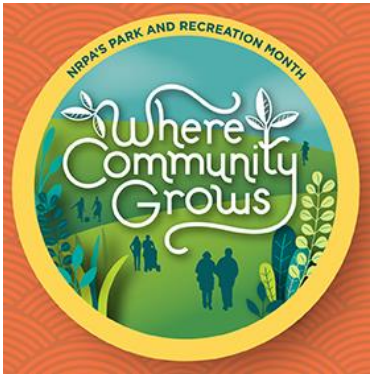
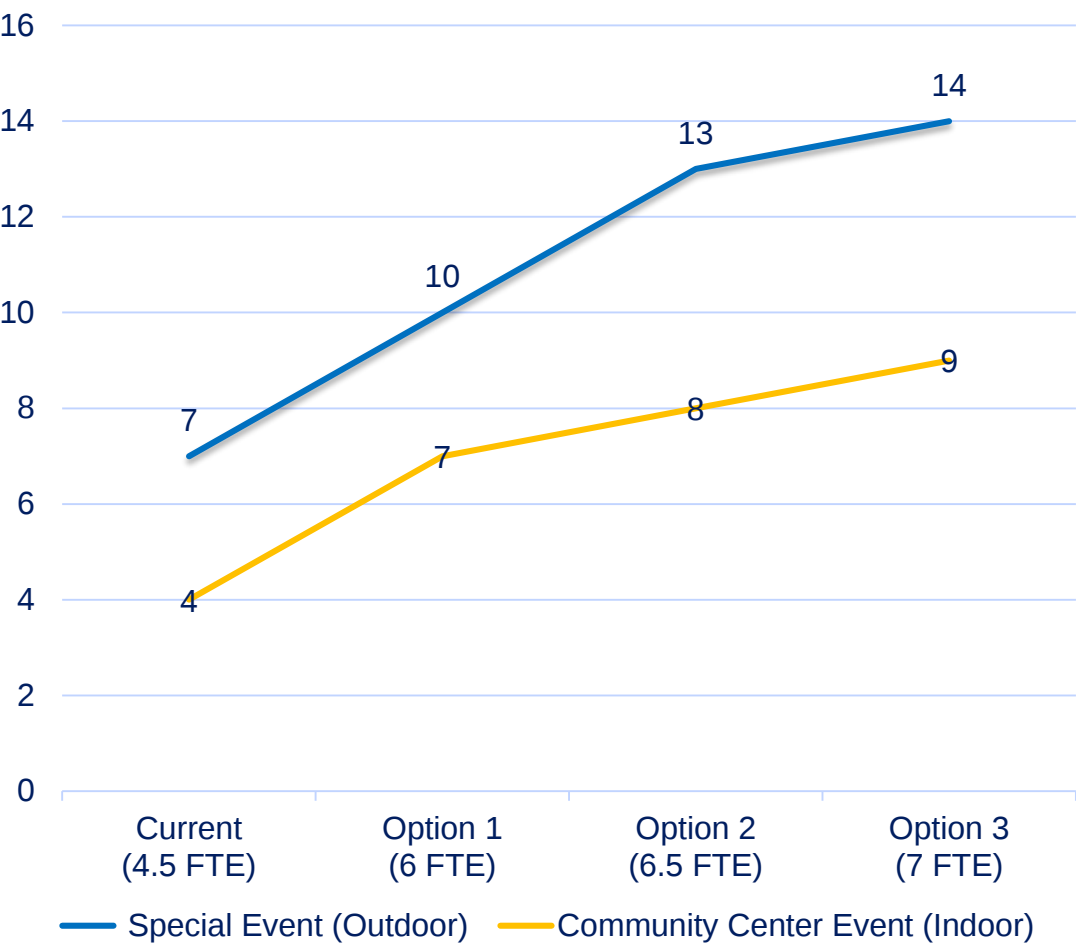
	# of Hours	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Current	52	Closed	9 – 9	9 – 9	9 – 9	10 – 7	10 – 5	Closed
Option 1	62	10 – 7	9 – 9	9 – 9	9 – 9	10 – 7	9 – 5	Closed
Option 2	66	9 – 9	9 – 9	9 – 9	9 – 9	9 – 7	9 – 5	Closed
Option 3	76	9 – 9	9 – 9	9 – 9	9 – 9	9 – 9	9 – 5	9 – 5



Programs and Staffing Levels



Events and Staffing Levels



Events and Staffing Levels

Current indoor events: Daddy/Daughter Dance, Tree Decorating Contest, Dodgeball Night, and Pickleball Tournament

Current outdoor events: Christmas Extravaganza, RW&BB, Egg Scramble, Doggie Bone Hunt, Flashlight Egg Hunt, Pumpkin Prowl, and Arbor Day Jubilee

- Option 1: Add two summer concerts in the park, National Parks & Rec Month activities, two summer teen nights at the community center, and a mother and son event
- Option 2: Add three summer concerts in the park, National Parks & Rec month activities, three summer teen nights at the community center, a mother and son event, fall fair event, and mobile recreation trailer for rentals
- Option 3: Add four summer concerts in the park, National Parks & Rec month activities, four summer teen nights at the community center, a mother and son event, fall fair event, and mobile recreation trailer for rentals



Staff Recommendation – Option 2

- Increase hours of operation from 52-hours to 66-hours per week
 - Opening on Mondays and additional evening hours to allow residents access to Community Center during times more convenient for most families
 - More opportunities for open gym time, programming for all ages, and an increase in community events as requested by survey respondents

Increase staffing levels to include sufficient front desk coverage and programming staff

- A 66-hour per week schedule would require **two** additional part-time recreation aides to staff the front desk
- Increasing programming for all ages and community events would require **one** additional full-time Recreation Specialist as well as additional funding for added events and programs



Council Discussion



Next Steps

- Provide direction and feedback on the proposed schedule alterations and associated staffing impacts for both the Sachse Public Library and the Michael J. Felix Community Center
- Depending on feedback, staff will return to Council to request additional positions as a part of the budget process
- New hours would take place at the beginning of 2024 (to allow time for new hires to be brought onboard and trained)

E. Regular Agenda Items

Subject	4. Receive an update on the Animal Shelter Construction Project and consider the proposed Guaranteed Maximum Price (GMP).
Meeting	May 15, 2023 - City Council Meeting
Access	Public
Type	Action, Discussion
Fiscal Impact	Yes
Dollar Amount	\$4,445,912.00
Budgeted	Yes
Budget Source	2021 Bond Funds
Recommended Action	Approve the proposed Guaranteed Maximum Price as presented.
Goals	Meet the public safety needs of a growing citizen, student, and business population. Be a model of financial stewardship through growth management, responsible investment, and financial transparency. Provide excellent government services to Sachse citizens.

BACKGROUND

Construction documents for the new Animal Shelter have been completed and sub-contractor bids have been received and evaluated. The Animal Shelter construction was approved by voters in the 2021 Bond for an amount not to exceed \$5 million. The proposed amount will be funded from the 2021 Bond Fund.

OVERVIEW

Chief Sylvester will provide an overview of the proposed construction of the Animal Shelter inclusive of finishes, color schemes, and equipment as well as the proposed Guaranteed Maximum Price developed by Steele & Freeman Inc. Representatives from Steele & Freeman Inc., as well as the City-contracted Architect, will be in attendance and available for questions.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Receive an update on the Animal Shelter Construction Project and approve the proposed Guaranteed Maximum Price (GMP).

File Attachments

[E4 Presentation Animal Shelter Update May 2023.pdf \(2,696 KB\)](#)

Animal Shelter Project

City Council Update

May 15, 2023

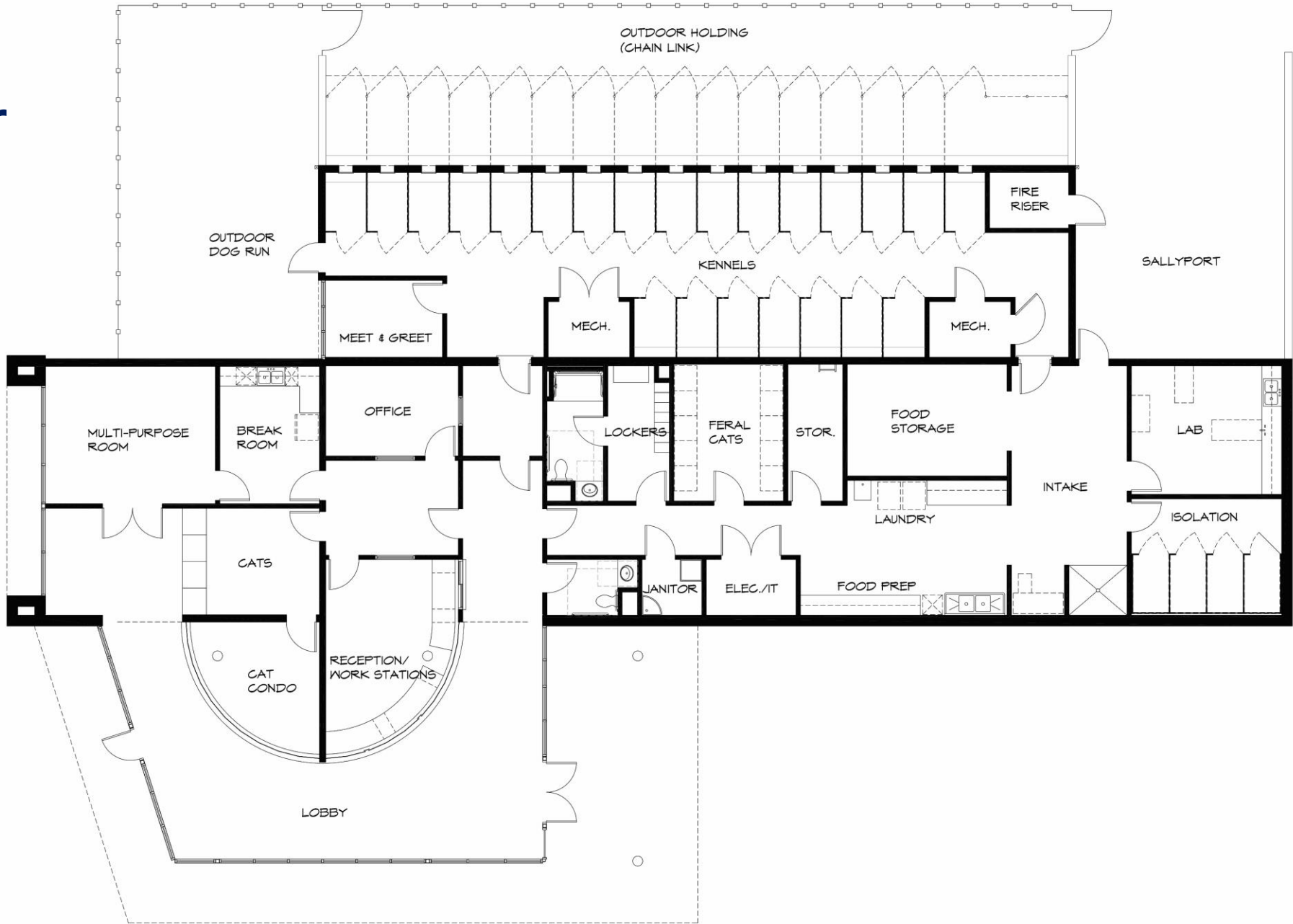


Background

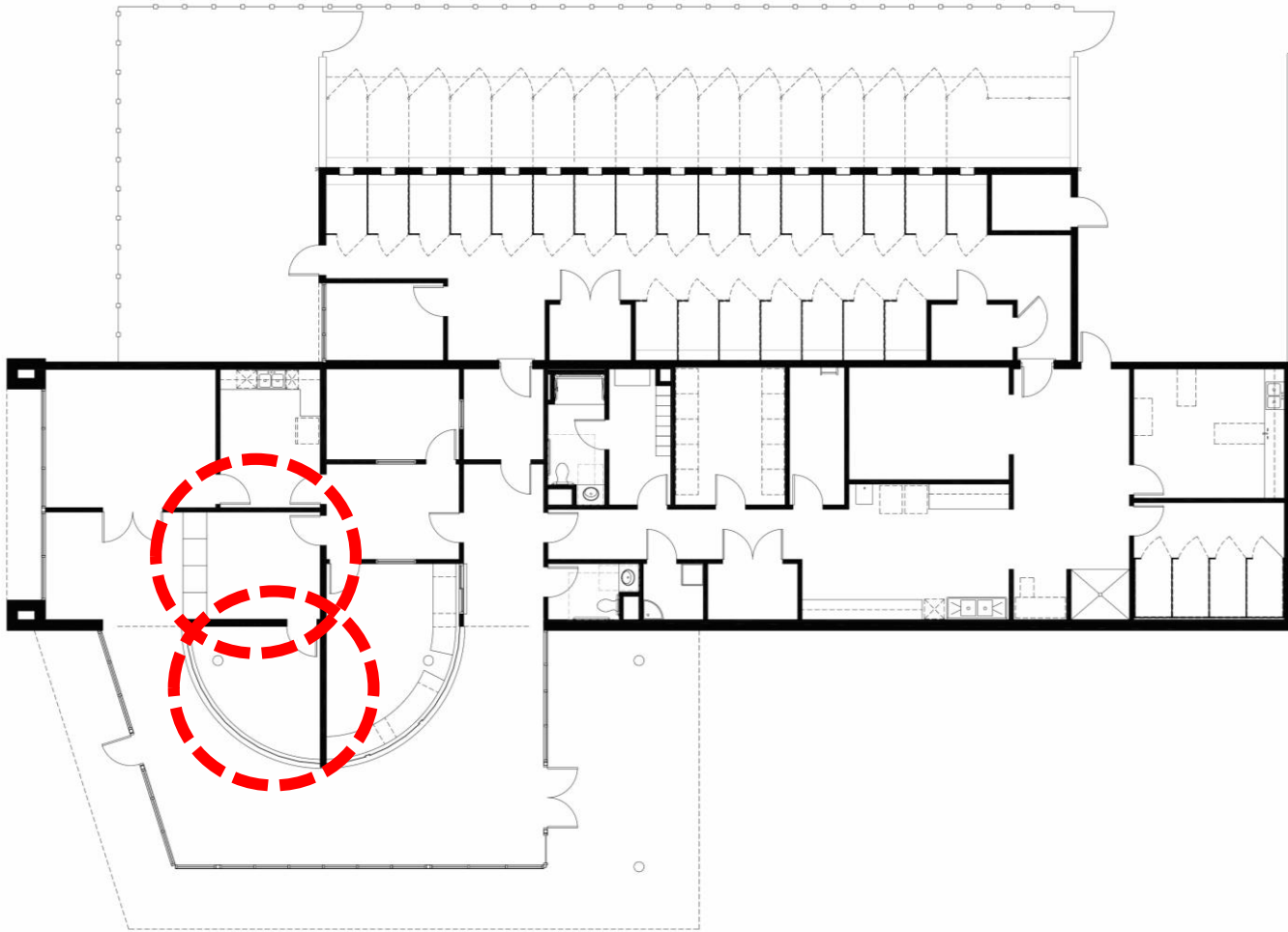
- Construction documents completed
- Sub-Contractor bids received & evaluated
- Proposed Guaranteed Maximum Price (GMP) prepared
- Project presentation prepared



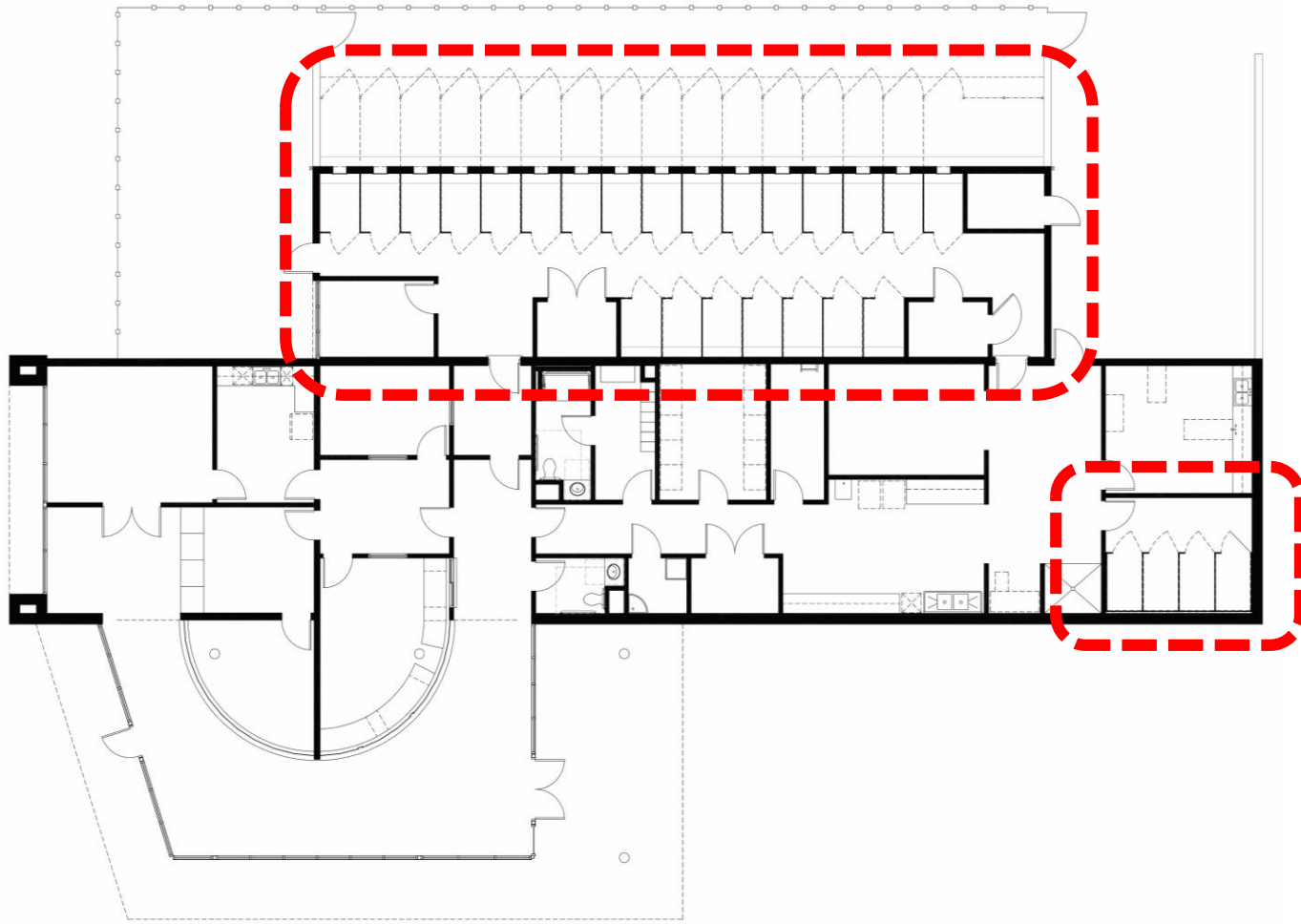
Interior



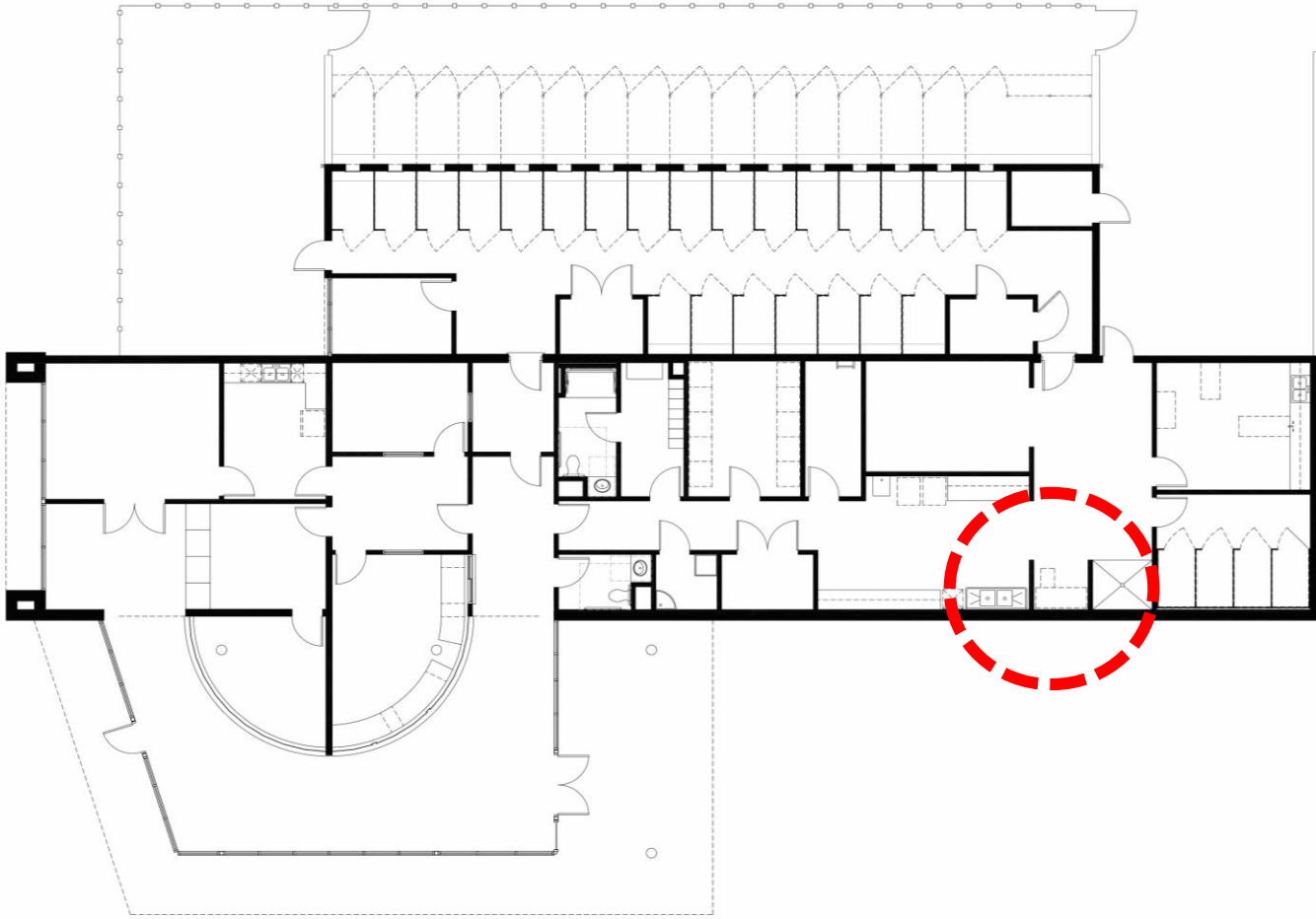
Equipment



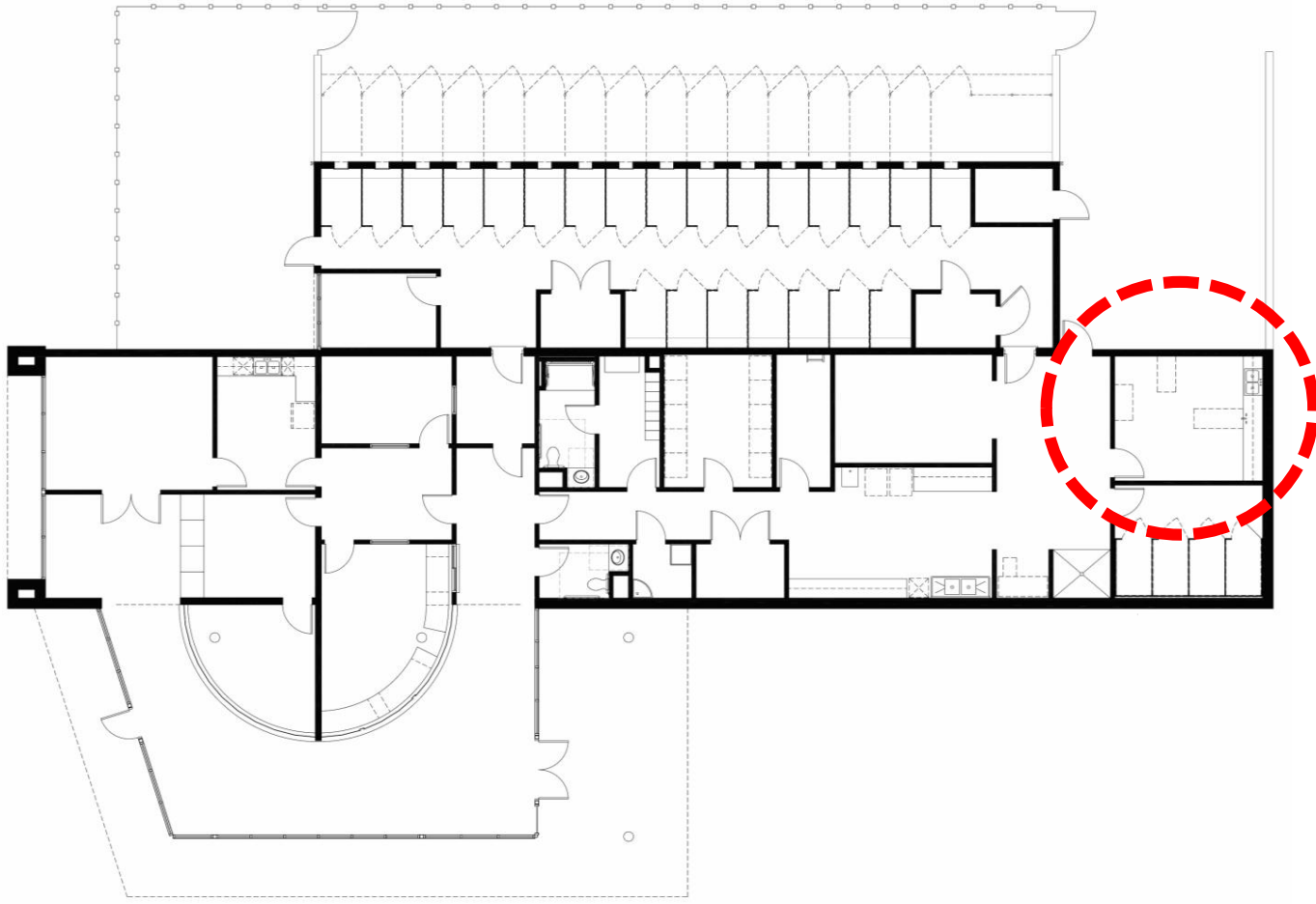
Equipment

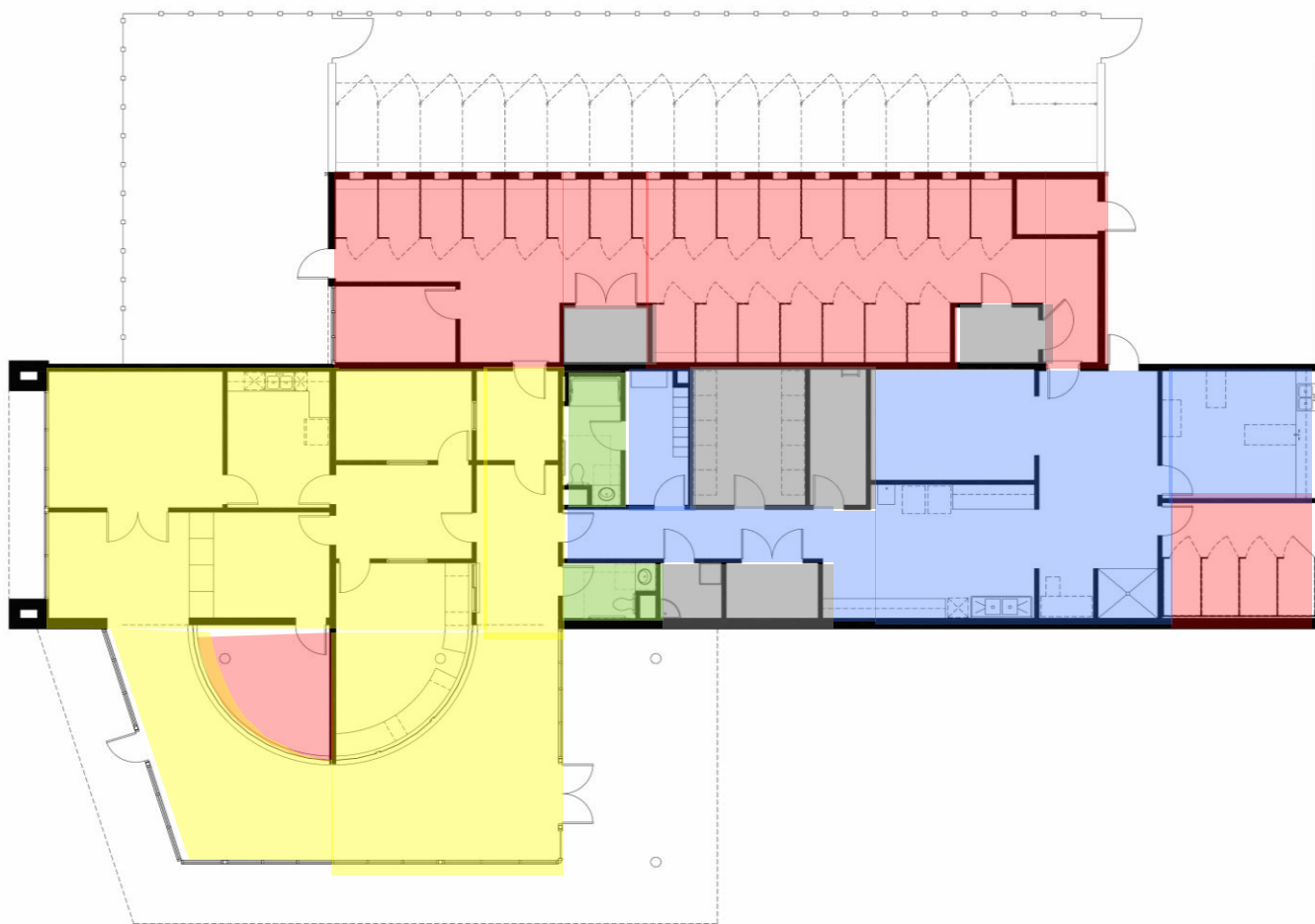


Equipment



Equipment





Epoxy



Sheet Vinyl



LVT



Ceramic Tile



Sealed Concrete



Finishes



Metal Panels



Epoxy Floor



Limestone



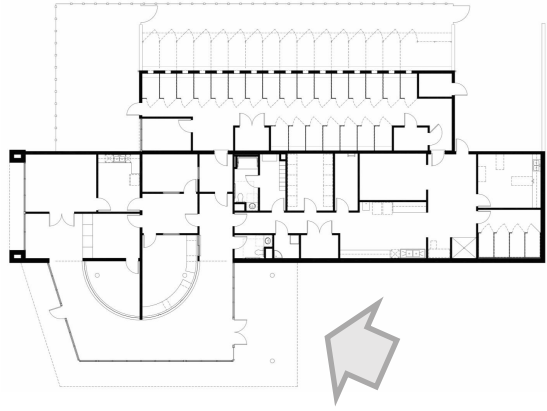
Ceramic Tile

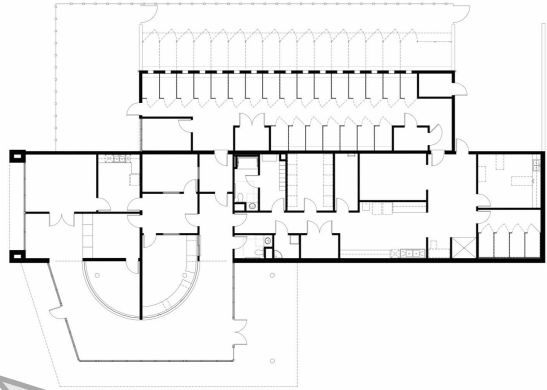


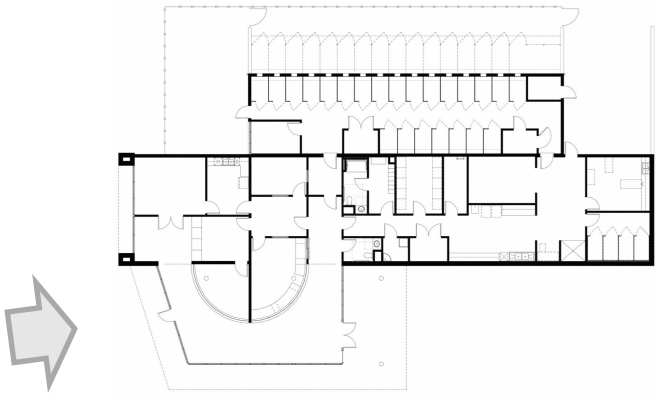
Vinyl Sheet Floor

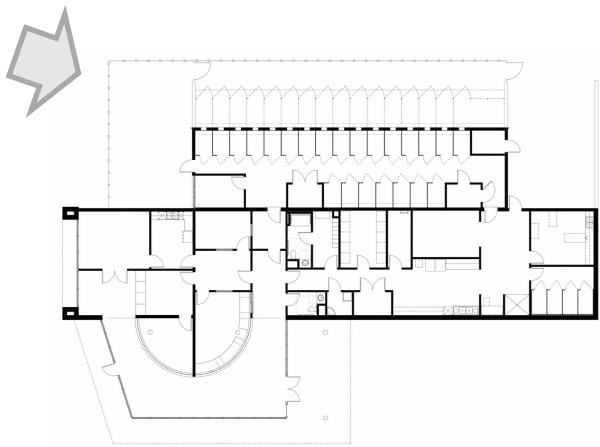


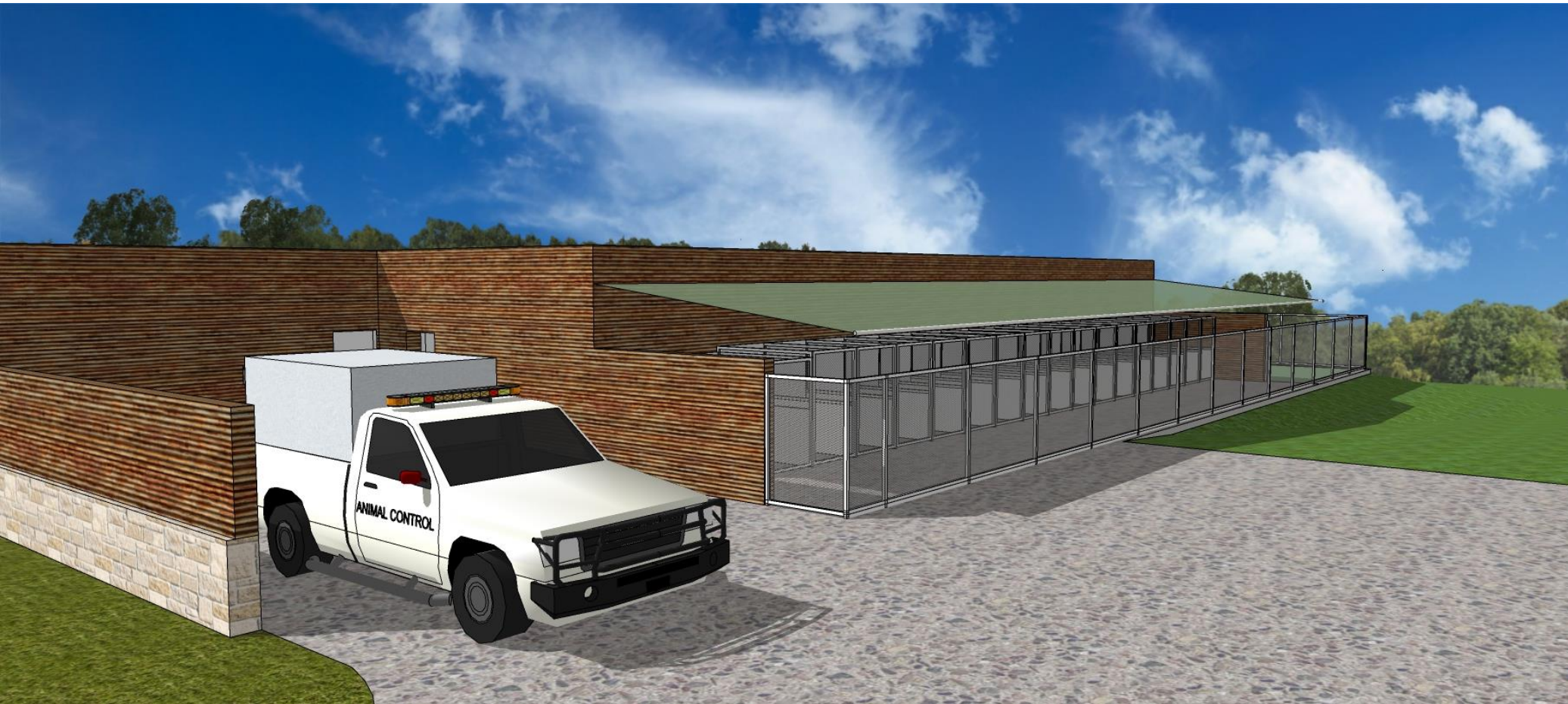
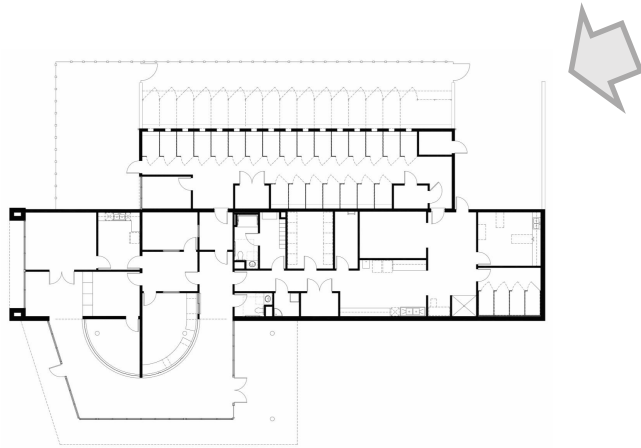
LVT Flooring



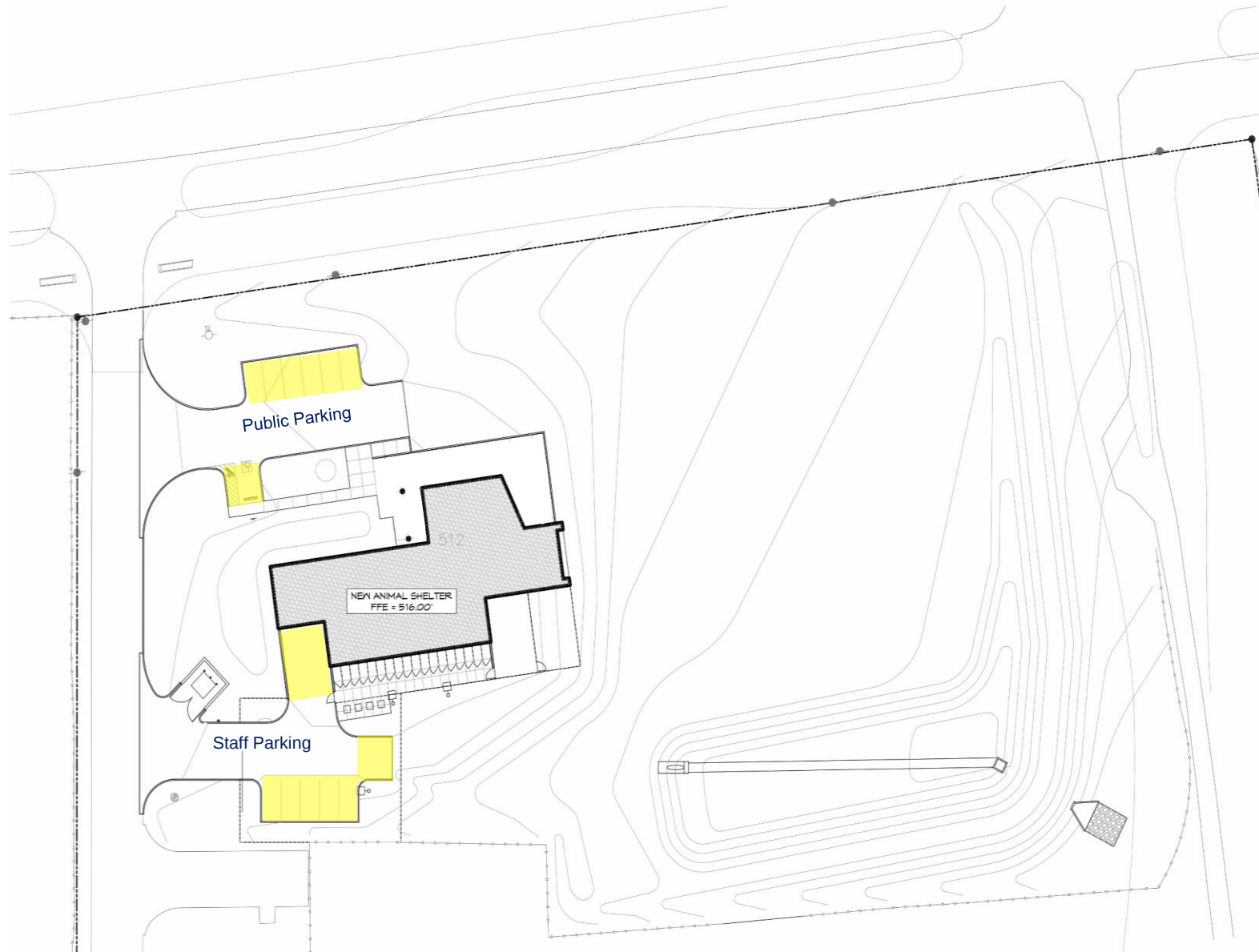




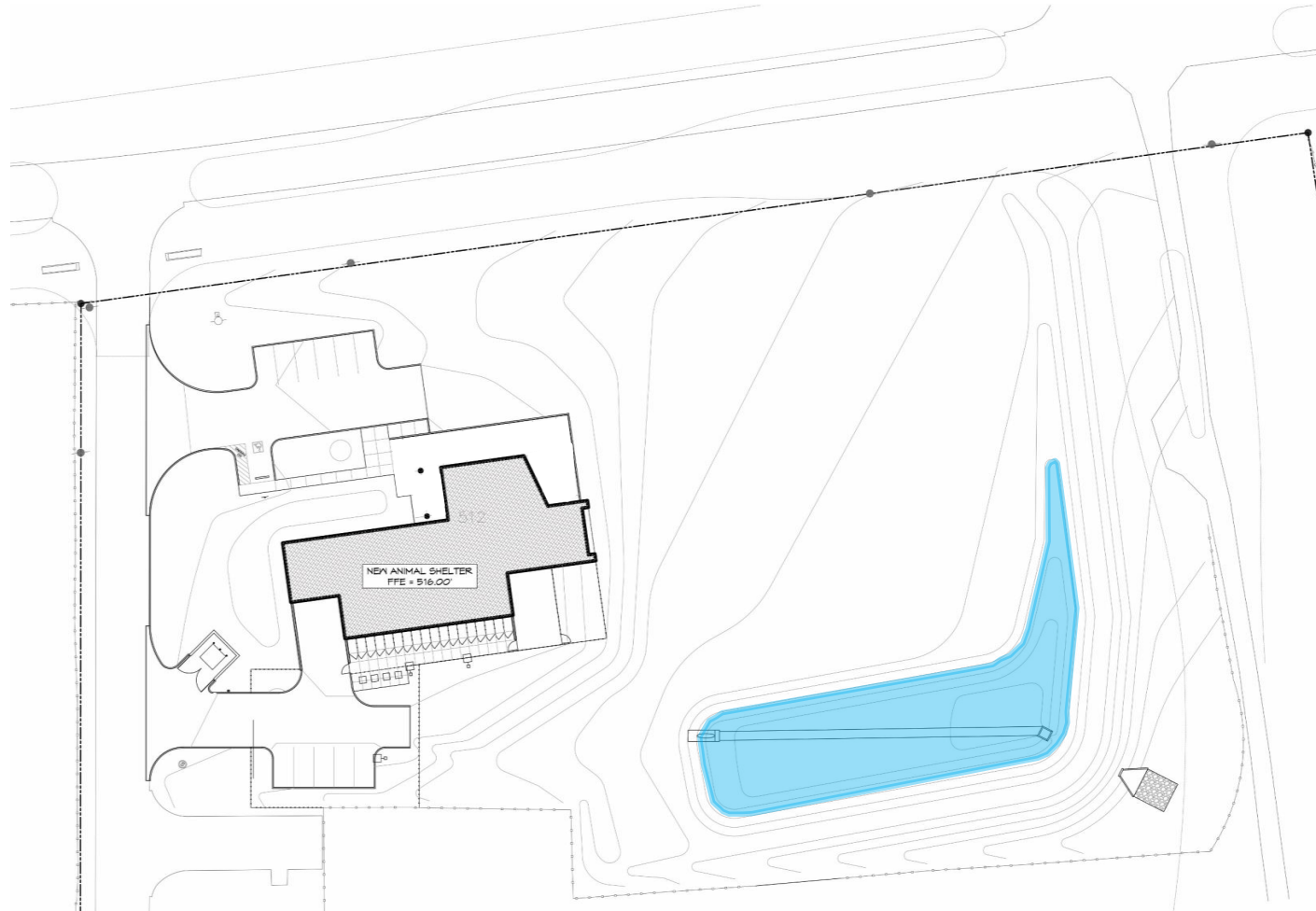




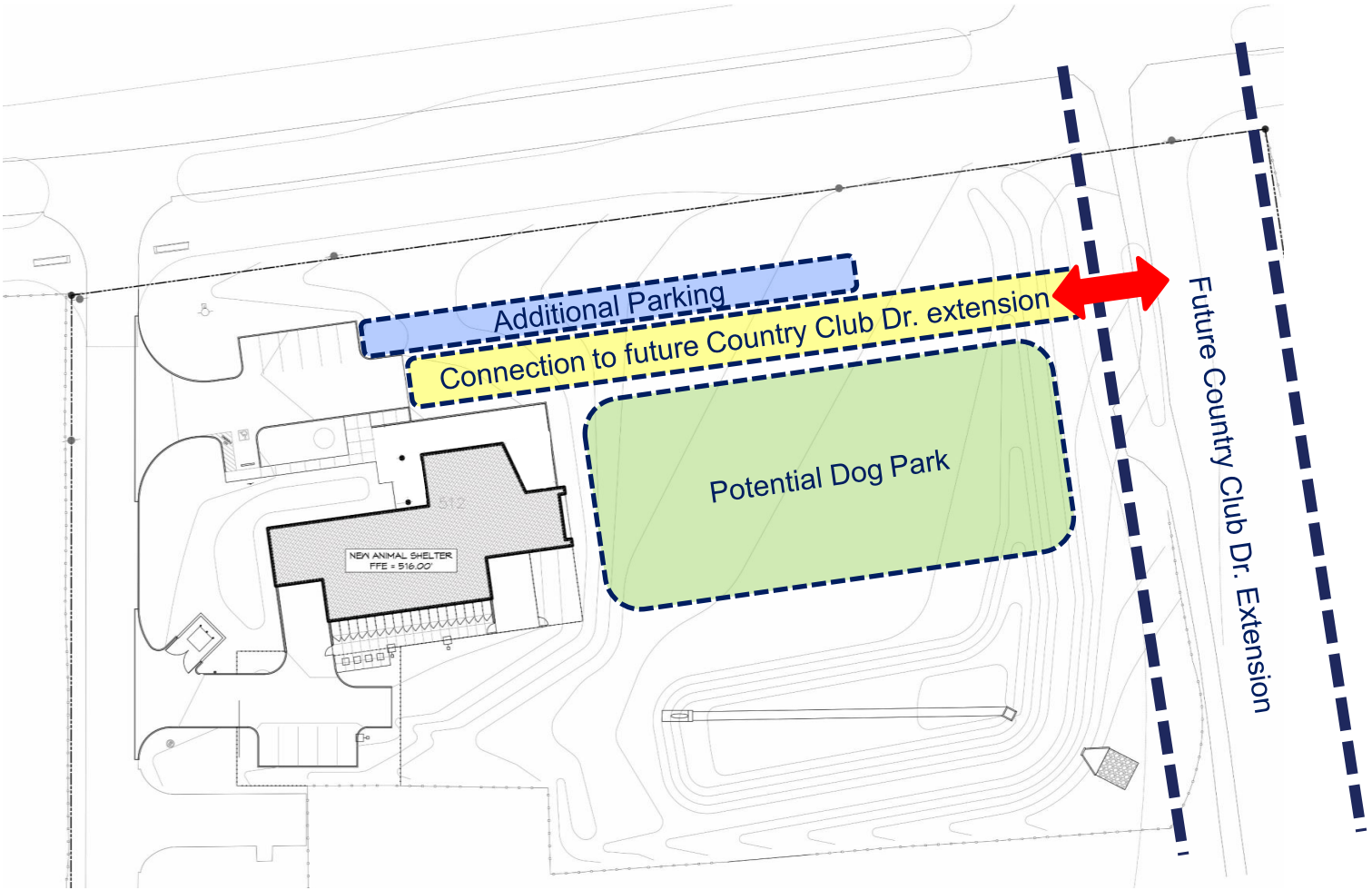
Parking



Detention Pond



Future Considerations



Guaranteed Maximum Price (GMP)

Steele & Freeman Inc.

■ Construction Cost:	\$4,445,912 (GMP)
■ Professional Fees:	
■ Architect/Engineering	\$313,950
■ FF&E	\$182,000
■ Miscellaneous	
■ Materials & Soils Testing	
■ Surveys/Printing	\$56,100
Total Project Cost:	\$4,997,962



Next Steps

- Acceptance, rejection, or further negotiation of GMP.
- Acceptance:
 - Execution of GMP Amendment (June 5 Council Meeting)
 - Commencement of pre-construction meetings
 - Groundbreaking ceremony: July 2023
 - Projected completion: Fall 2024