



Sachse, Texas

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

Meeting Agenda City Council

Monday, May 4, 2015

7:30 PM

Council Chambers

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

Amended Agenda: The City Council of the City of Sachse will hold a Regular Meeting on Monday, May 4, 2015, at 7:30 p.m. in the Council Chambers at the Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas to consider the following items of business:

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

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

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

1. CONSENT AGENDA.

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

[15-2779](#) Consider approval of the minutes of the April 18, 2015 Special Meeting.

Executive Summary

Minutes of the Special Meeting on April 18, 2015 .

Attachments: [Minutes.4.18.15.pdf](#)

[15-2778](#) Consider approval of the minutes of the April 20, 2015 regular meeting.

Executive Summary

Minutes from the recent Council meeting.

Attachments: [Minutes 4.20.15.pdf](#)

[15-2780](#) Consider approval of the minutes of the April 22, 2015 Special Meeting.

*Executive Summary**Minutes of the Special Meeting on April 22, 2015 .**Attachments:* [Minutes 4.22.15.pdf](#)[15-2793](#)

Consider receiving the Monthly Revenue and Expenditure for the period ending March 31, 2015.

*Executive Summary**The Finance Department will prepare a report each month to update the City Council regarding revenues and expenditures for the City. The attached reports are for the month of March 2015.**Attachments:* [Sales Tax Analysis April 2015.pdf](#)[GF 3-31-15.pdf](#)[UF 3-31-15.pdf](#)[DS 3-31-15.pdf](#)[SEDC 3-31-15.pdf](#)[15-2777](#)

Consider acceptance of the Quarterly Budget and Investment Reports for the quarter ended March 31, 2015.

*Executive Summary**Cash on hand at 03/31/15 was \$29,613,330 in all funds; of this amount \$24,613,330 was available for investing. The remaining \$5,000,000 is held in a non-interest bearing analysis account per contract with American National Bank. The average interest/yield on all investments was .29%, and investment earnings totaled \$18,328.**General Fund revenues are at 83% of budget and expenditures are at 49% as of 03/31/2015. Utility Fund revenues are at 47% of budget and expenditures are at 50%. Both funds are at anticipated levels for this period in the fiscal year.**Attachments:* [Inv Report Jan-March 2015 2nd Qtr 2015.pdf](#)[Quarterly Budget Report.pdf](#)[15-2783](#)

Consider a resolution of the City Council of the City of Sachse, Texas, approving the Interlocal Agreement between the City and Collin County concerning improvements to Maxwell Creek Road from Ranch Road to the north City Limits -- 2007 Bond Project #07-089.

*Executive Summary**The completion of Maxwell Creek Road from Ranch Road to the*

north City Limits is identified in the 2011-2021 Capital Improvement Plan for the City of Sachse, Texas. The project will complete Maxwell Creek Road as a four lane divided roadway from Ranch Road to the north City Limits, and improve mobility in the City of Sachse. This Interlocal Agreement defines the funding responsibility along with the roles and responsibilities of each of the partners in this project, which are Collin County and the City of Sachse.

Attachments: [Exhibit A - Project Map PDF](#)

[Exhibit B - Resolution 3363 PDF](#)

[Resolution Approving Interlocal with Collin County Re Improvements to Maxwell](#)

[51SACHSE Interlocal Agreement with Collin County Re Construction of Maxwell](#)

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

[15-2782](#) Recognition of service to the City for Mr. Warren Becker.

Executive Summary

Mr. Becker has resigned his seat on the Planning & Zoning Commission, and this item is to recognize his service to the City.

Attachments: [Warren Becker Certificate.pdf](#)

[15-2781](#) Proclamation recognizing the Sachse High School Girls Soccer Team successful season.

Executive Summary

Sachse High School Girls Soccer team was a regional finalist.

Attachments: [SHS Girls Soccer.pdf](#)

[15-2767](#) Recognize Hudson Middle School student for Art Achievement.

Executive Summary

Eliomanuel Escamilla is a 13 year old, 7th grade student at Hudson Middle School and his peace poster won 1st place in district and state competition from the Texas Lions Club.

Attachments: [Art Student.pdf](#)

3. CITIZEN INPUT.

The public is invited at this time to address the Council. The Mayor will ask you to come to the Microphone and state your name and address for the record. If your remarks pertain to a specific Agenda item, please hold them until that item, at which time the Mayor may solicit your comments. Time limit is 3 minutes per speaker.

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

4. REGULAR AGENDA ITEMS.

[15-2786](#)

Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending the Comprehensive Zoning Ordinance and Map, as heretofore amended; to grant a change of zoning from an Agricultural District (AG) to a Planned Development District (PD) on an approximately 96.80-acre tract of land, more particularly described in Exhibit "A" as 96.80 acres out of the Thomas Goodwin Survey, Abstract 502, and located on the northeast corner of Pleasant Valley Road and Ben Road, City of Sachse, Dallas County, Texas; providing for the approval of the Zoning Exhibit attached as Exhibit "B"; providing for the approval of Development Standards attached as Exhibit "C"; providing for the approval of the Zoning Concept Plan approved as Exhibit "D".

Executive Summary

The applicant is requesting to rezone the subject property from its existing Agricultural zoning district to a Planned Development zoning district. The proposed Planned Development would be comprised of single-family residential lots with typical lot sizes of one acre.

Attachments: [CD -Estates of Pleasant Valley presentation.pdf](#)

[CD -Estates of PV Exhibit A.pdf](#)

[CD -Estates of PV Exhibit B.pdf](#)

[CD -Estates of PV Exhibit C.pdf](#)

[CD -Estates of PV Exhibit D.pdf](#)

[CD -Estates of PV Ordinance.pdf](#)

[CD -Estates of PV -Attachment 1.pdf](#)

[CD -Estates of PV -Attachment 2.pdf](#)

[CD - Estates of PV - Attachment 3.pdf](#)

[CD -Estates of PV Attachment 4.pdf](#)

[15-2784](#)

Consider a resolution of the City Council of the City of Sachse, Texas, awarding the bid for the construction of the Ranch Road Paving and Drainage Improvements Project to McMahon Contracting, L.P., in an amount not to exceed six hundred forty-seven thousand seven hundred seventy-one dollars and sixty-seven cents (\$647,771.67); authorizing the City Manager to

execute such agreement in a form approved by the City Attorney; and providing an effective date.

Executive Summary

The City of Sachse has a paving and drainage improvement project for Ranch Road from Harlan Drive to Clearmeadow Lane. The project was designed by BW2 Engineers, Inc., and bids were opened on April 23, 2013. The City of Sachse is partnering with Collin County, through an Interlocal Agreement approved in 2014, to fund the project. This item is to award the bid to the lowest responsible bidder, which is McMahon Contracting, L.P. in the amount not to exceed \$647,771.67.

Attachments: [Attachment 1 - Location Map PDF](#)
[Attachment 2 - Bid Tabulation PDF](#)
[Ranch Road Presentation PDF](#)
[Resolution for Award of Ranch Road Construction PDF](#)

[15-2770](#)

Consider a resolution of the City Council of the City of Sachse, Texas, approving a purchase order in the amount not to exceed fifty-four thousand five hundred eighty-five dollars and zero cents (\$54,585.00) to GT Construction, Incorporated for concrete pavement replacement to Woodbridge Parkway south of State Highway 78; authorizing its execution by the City Manager; and providing an effective date.

Executive Summary

This agenda item is for a pricing agreement to replace concrete pavement on Woodbridge Parkway, south of State Highway 78.

Attachments: [Project Location PDF](#)
[Wylie Purchasing Agreement - Bid Information PDF](#)
[Contractor Cost Estimate PDF](#)
[Resolution for Purchase Order Woodbridge Parkway PDF](#)
[Woodbridge Parkway Presentation PDF](#)

[15-2790](#)

Adjourn to Executive Session pursuant to the provisions of the Texas Government Code, Section 551.074:

Deliberation Regarding Personnel Discussion of appointment of City manager

Action resulting from Executive Session

*Executive Summary**Closed session as provided by state law.***5. ADJOURNMENT.**

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

The City of Sachse reserves the right to reconvene, recess or realign the regular session or called Executive Session or order of business at any time prior to adjournment. Note: The Sachse City Council reserves the right to convene into Executive Session pursuant to the Texas Government Code, Chapter 551 regarding posted items on the regular meeting agenda.

State law prohibits the introduction or discussion of any item of business not posted at least seventy-two (72) hours prior to the meeting time. Therefore, during Citizen Input for example, the Council is prohibited by state law to deliberate or take action on any issues introduced by the public other than to take them under advisement. Posted: May 1, 2015; 5:00 p.m. Terry Smith, City Secretary _____.

If you plan to attend this public meeting and you have a disability that requires special arrangements at the meeting, please contact Terry Smith, City Secretary, at (972) 495-1212, 48 business hours prior to the scheduled meeting date. Reasonable accommodations will be made to assist your needs.



Legislation Details (With Text)

File #: 15-2779 **Version:** 1 **Name:** Consider approval of the minutes of the recent Special Meeting.
Type: Agenda Item **Status:** Agenda Ready
File created: 4/23/2015 **In control:** City Council
On agenda: 5/4/2015 **Final action:**
Title: Consider approval of the minutes of the April 18, 2015 Special Meeting.

Executive Summary
Minutes of the Special Meeting on April 18, 2015 .

Sponsors:

Indexes:

Code sections:

Attachments: [Minutes.4.18.15.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider approval of the minutes of the April 18, 2015 Special Meeting.

Executive Summary

Minutes of the Special Meeting on April 18, 2015 .

Background

Minutes of the April 18, 2015, Special Meeting.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Approval of the minutes of the April 18, 2015, Special Meeting, as a Consent Agenda Item.

SPECIAL MEETING
OF THE
CITY COUNCIL OF THE CITY OF SACHSE

APRIL 18, 2015

The City Council of the City of Sachse held a Special Meeting on Saturday, April 18, 2015, at 8:00 a.m. at the Sachse City Hall after proper notice. The roll of the duly constituted City Council members was called which members are as follows, to wit:

Mayor Mike Felix
Mayor Pro Tem Jeff Bickerstaff
Councilman Charles Ross
Councilman Brett Franks
Councilman Paul Watkins
Councilman Cullen King
Councilman Bill Adams

and all were present.

Staff present: City Secretary Terry Smith.

1. OPEN SPECIAL MEETING-----Mayor
Mayor Felix opened the special meeting.

2. 15-2769 Adjourn to Executive Session pursuant to the provisions of the Texas Government Code, Section 551.074: To discuss the appointment, employment and duties for the City Manager position. Interview applicants for the City Manager position. Consider any action necessary as a result of Executive Session.

At 8:03 a.m. Councilman King moved to recess to executive session. The motion was seconded by Councilman Watkins and carried unanimously.

The City Council recessed briefly from 12:46 p.m. until 1:11 p.m.

At 2:38 p.m. Councilman Ross moved to return to open session. The motion was seconded by Councilman Adams and carried unanimously.

Mayor Felix stated that no action was necessary.

3. ADJOURNMENT.

There being no further business, Councilman Adams moved to adjourn at 2:39 p.m. The motion was seconded by Councilman Franks and carried unanimously.

APPROVED:

ATTEST:

CITY SECRETARY

MAYOR



Legislation Details (With Text)

File #:	15-2778	Version:	1	Name:	Consider approval of the minutes of the most recent Council meeting.
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	4/23/2015	In control:		In control:	City Council
On agenda:	5/4/2015	Final action:		Final action:	
Title:	Consider approval of the minutes of the April 20, 2015 regular meeting.				
	Executive Summary Minutes from the recent Council meeting.				

Sponsors:

Indexes:

Code sections:

Attachments: [Minutes 4.20.15.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider approval of the minutes of the April 20, 2015 regular meeting.

Executive Summary

Minutes from the recent Council meeting.

Background

Minutes from a recent Council meeting on April 20, 2015, for review and approval.

Policy Considerations

Not applicable.

Budgetary Considerations

Not applicable.

Staff Recommendations

Approval of the minutes of the April 20, 2015, regular meeting as a Consent Agenda Item.

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

APRIL 20, 2015

The City Council of the City of Sachse held a Regular Meeting on Monday, April 20, 2015 at 7:30 p.m. at the Sachse City Hall after proper notice. The roll of the duly constituted City Council Members was called which members are as follows, to wit:

Mayor Mike Felix
Mayor Pro Tem Jeff Bickerstaff
Councilman Charles Ross
Councilman Brett Franks
Councilman Paul Watkins
Councilman Cullen King
Councilman Bill Adams

and all were present except Mayor Felix.

Staff present: Interim City Manager Alan Dickerson, City Secretary Terry Smith, Executive Assistant Michelle Sirianni, Community Development Director Dan McGinn, Interim Police Chief Todd Renshaw, Human Resources Manager Stacy Buckley, Parks and Recreation Director Lance Whitworth, Library Manager Mignon Morse, City Engineer Greg Peters, Public Works Director Joe Crase, Fire Chief Rick Coleman, and Finance Director Teresa Savage.

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

The invocation was offered by Councilman King and the pledges were led by Councilman Watkins.

1. Consent Agenda:

Councilman Adams moved to approve the Consent Agenda consisting of: 15-2763 Consider approval of the minutes of the April 6, 2015 regular meeting; and 15-2765 Consider acceptance of the resignation of Mr. Warren Becker on the Planning and Zoning Commission. The motion was seconded by Councilman King and carried unanimously.

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

15-2766 Proclamation recognizing Stop Bullying in Schools Program.
15-2774 Recognize employees for their service to the City of Sachse.
15-2734 Staff Briefing: Library Department Update.

Councilman Adams congratulated the Wylie East Ladies Soccer team on their recent state championship.

Councilman Franks noted the upcoming Movie in the Park at 8:15 p.m. on Saturday, May 2nd in the amphitheater.

Mayor Pro Tem Bickerstaff noted the following events: Congressman Pete Sessions was in town on April 10th to throw out the first pitch at the Sachse baseball game; On April 11th was the Great American Cleanup at City Hall and another successful event; April 24th at 6:30 p.m. is the Chamber's Men Who Cook event at Woodbridge Golf Club; and May 2nd is the Relay for Life Event at Schaeffer stadium in Wylie.

3. Citizen Input: Michael Kellam 5619 Pinnacle Circle, presented the Friends of the Sachse Parks update, noting they are pursuing grants for park improvements.

4. Regular Agenda Items:

15-2773 Discussion of the City's compensation philosophy:

Dr. Jeff Ling, Vice President of Evergreen, presented an update to the compensation study and received feedback from the City Council regarding their compensation philosophy. Following discussion, no formal Council action was taken.

15-2768 Conduct Executive Session pursuant to the provisions of the Texas Government Code Section 551.074: To conduct the semi-annual evaluation of the City Secretary.
Consider any action necessary as a result of Executive Session.

At 8:55 p.m. Mayor Pro Tem Bickerstaff declared the Council would recess to Executive Session.

At 9:27 p.m. Mayor Pro Tem Bickerstaff declared the Council would return to Open Session.

Mayor Pro Tem Bickerstaff stated there was no action necessary.

5. Adjournment:

There being no further business, Councilman Adams moved to adjourn. The motion was seconded by Councilman King and carried unanimously. The meeting adjourned at 9:28 p.m.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR



Legislation Details (With Text)

File #: 15-2780 **Version:** 1 **Name:** Consider approval of the minutes of the recent Special Meeting.
Type: Agenda Item **Status:** Agenda Ready
File created: 4/23/2015 **In control:** City Council
On agenda: 5/4/2015 **Final action:**
Title: Consider approval of the minutes of the April 22, 2015 Special Meeting.

Executive Summary
Minutes of the Special Meeting on April 22, 2015 .

Sponsors:

Indexes:

Code sections:

Attachments: [Minutes 4.22.15.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider approval of the minutes of the April 22, 2015 Special Meeting.

Executive Summary

Minutes of the Special Meeting on April 22, 2015 .

Background

Minutes of the April 18, 2015, Special Meeting.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Approval of the minutes of the April 22, 2015, Special Meeting, as a Consent Agenda Item.

**SPECIAL MEETING
OF THE
CITY COUNCIL OF THE CITY OF SACHSE
APRIL 22, 2015**

The City Council of the City of Sachse held a Special Meeting on Wednesday, April 22, 2015, at 6:30 p.m. at the Sachse City Hall after proper notice. The roll of the duly constituted City Council members was called which members are as follows, to wit:

Mayor Mike Felix
Mayor Pro Tem Jeff Bickerstaff
Councilman Charles Ross
Councilman Brett Franks
Councilman Paul Watkins
Councilman Cullen King
Councilman Bill Adams

and all were present.

Staff present: City Secretary Terry Smith.

1. OPEN SPECIAL MEETING-----Mayor
Mayor Felix opened the special meeting.

2. 15-2769 Adjourn to Executive Session pursuant to the provisions of the Texas Government Code, Section 551.074: To discuss the appointment, employment and duties for the City Manager position. Interview applicants for the City Manager position. Consider any action necessary as a result of Executive Session.

At 6:33 p.m. Councilman Watkins moved to recess to executive session. The motion was seconded by Councilman Ross and carried unanimously.

At 7:48 p.m. Councilman Ross moved to return to open session. The motion was seconded by Councilman Adams and carried unanimously.

Mayor Felix stated that no action was necessary.

3. ADJOURNMENT.

There being no further business, Councilman Franks moved to adjourn at 7:50 p.m. The motion was seconded by Councilman Watkins and carried unanimously.

APPROVED:

ATTEST:

CITY SECRETARY

MAYOR



Legislation Details (With Text)

File #: 15-2793 **Version:** 1 **Name:** Monthly Revenue and Expenditure Report for March 2015
Type: Agenda Item **Status:** Agenda Ready
File created: 4/28/2015 **In control:** City Council
On agenda: 5/4/2015 **Final action:**
Title: Consider receiving the Monthly Revenue and Expenditure for the period ending March 31, 2015.

Executive Summary

The Finance Department will prepare a report each month to update the City Council regarding revenues and expenditures for the City. The attached reports are for the month of March 2015.

Sponsors:

Indexes:

Code sections:

Attachments: [Sales Tax Analysis April 2015.pdf](#)
[GF 3-31-15.pdf](#)
[UF 3-31-15.pdf](#)
[DS 3-31-15.pdf](#)
[SEDC 3-31-15.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider receiving the Monthly Revenue and Expenditure for the period ending March 31, 2015.

Executive Summary

The Finance Department will prepare a report each month to update the City Council regarding revenues and expenditures for the City. The attached reports are for the month of March 2015.

Background

Included in the report are unaudited summaries for the General Fund, Utility Fund, Debt Service, and Sachse Economic Development Corporation for the period ended March 31, 2015, as well as an analysis of sales tax receipts for the first seven months of the fiscal year.

Policy Considerations

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

Budgetary Considerations

None.

Staff Recommendations

Staff recommends that the City Council receive the Monthly Revenue and Expenditure Report for the period ending March 31, 2015 as a Consent Agenda item.

CITY OF SACHSE

2014/2015 SALES TAX ANALYSIS

FY 2014	Total Sales Tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget	FY 2015	Total Sales Tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget
October	93,523	62,349	62,349	7.25%	October	149,053	85,169	85,169	7.30%
November	151,568	101,046	163,395	19.01%	November	227,089	129,759	214,928	18.43%
December	99,161	56,661	220,055	25.60%	December	162,100	92,624	307,552	26.37%
January	107,510	61,431	281,486	32.75%	January	158,992	90,848	398,400	34.16%
February	189,230	108,126	389,612	45.33%	February	257,209	146,969	545,369	46.75%
March	104,381	59,643	449,256	52.26%	March	141,655	80,941	626,311	53.69%
April	97,372	55,638	504,894	58.74%	April	135,136	77,217	703,527	60.31%
May	187,319	107,034	611,928	71.19%	May				
June	153,599	87,766	699,694	81.40%	June				
July	129,621	74,065	773,760	90.02%	July				
August	199,329	113,897	887,656	103.27%	August				
September	141,803	81,026	968,683	112.69%	September				
TOTAL	1,654,417	968,683			TOTAL	1,231,234	703,527		
BUDGET		859,583			BUDGET		1,166,444		

City of Sachse
Monthly Revenue and Expenditure Report
March 31, 2015
(Unaudited)

GENERAL FUND

	50% of Year Completed				
	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 50%
Revenue Summary					
Property Tax	\$ 7,700,541	\$ 102,664	\$ 7,749,889	100.64%	A
Sales Tax	1,184,444	80,942	636,841	53.77%	
Franchise Fees	1,486,816	279,581	940,111	63.23%	
Licenses and Permits	527,220	63,197	351,052	66.59%	
Service Fees	614,027	60,885	357,154	58.17%	
Fines	250,000	35,227	119,889	47.96%	
Interest Income	5,000	2,801	6,058	121.16%	
Miscellaneous Income	154,613	1,630	89,339	57.78%	
Intergovernmental Revenue	899,864	74,989	449,932	50.00%	
Total Revenue	\$ 12,822,525	\$ 701,916	\$ 10,700,265	83.45%	
Expenditure Summary					
City Manager	\$ 345,708	\$ 21,439	\$ 187,020	54.10%	
City Secretary	169,012	9,975	84,589	50.05%	
Human Resources	292,304	27,371	127,105	43.48%	
Finance	552,435	40,572	292,485	52.94%	
Municipal Court	185,400	15,886	78,790	42.50%	
Parks & Recreation	899,087	53,008	378,917	42.14%	
Senior Programs	115,061	9,397	54,843	47.66%	
Library Services	327,083	22,227	155,757	47.62%	
Community Development	677,969	47,202	331,007	48.82%	
Streets & Drainage	1,057,273	99,244	487,918	46.15%	
Facility Maintenance	389,947	31,277	174,696	44.80%	
Police	3,808,914	270,031	1,839,283	48.29%	
Animal Control	177,431	14,573	88,966	50.14%	
Fire/EMS	2,869,257	182,680	1,245,360	43.40%	
Combined Services	561,690	47,916	382,794	68.15%	
City Engineer	290,568	20,784	132,339	45.55%	
Total Expenditures	\$ 12,719,139	\$ 913,581	\$ 6,041,868	47.50%	
Total Revenue Over/Under Expenses	\$ 103,386	\$ (211,665)	\$ 4,658,397		

Explanation of Major Variances:

A Includes TIF allocation of \$141,341 to be transferred in April

City of Sachse
Monthly Revenue and Expenditure Report
March 31, 2015
(Unaudited)

UTILITY FUND

50% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 50%
Revenue Summary					
Water Revenue	\$ 4,135,178	\$ 256,287	\$ 1,869,440	45.21%	
Sewer Revenue	3,712,681	301,876	1,806,067	48.65%	
Fees	168,200	12,946	92,365	54.91%	
Interest Income	2,000	238	941	47.05%	
Miscellaneous Income	-	-	-		
Total Revenue	\$ 8,018,059	\$ 571,346	\$ 3,768,812	47.00%	
Expenditure Summary					
Utility Administration	\$ 262,207	\$ 21,667	\$ 129,860	49.53%	
Water Operations	4,252,457	429,125	2,225,431	52.33%	
Sewer Operations	3,061,482	256,991	1,434,354	46.85%	
Meter Reading	217,977	25,744	108,290	49.68%	
Total Expenditures	\$ 7,794,123	\$ 733,527	\$ 3,897,934	50.01%	
Total Revenue Over/Under Expenses	\$ 223,936	\$ (162,180)	\$ (129,122)		

Explanation of Major Variances:

Monthly Revenue and Expenditure Report
March 31, 2015
(Unaudited)

Debt Service Fund

	50% of Year Completed				
	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 50%
Revenue Summary					
Property Tax	\$ 2,964,058	\$ 38,888	\$ 2,934,964	99.02%	
Miscellaneous Receipts		\$ 2,610	\$ 2,610		
Interest Income	1,500	150	848	56.51%	
Total Revenue	\$ 2,965,558	\$ 41,648	\$ 2,938,421	99.08%	
Expenditure Summary					
Fees	\$ 1,000	\$ -	\$ 806	80.63%	
Principal	1,195,000	-	1,195,000	100.00%	
Interest	1,762,191	119,614	1,010,570	57.35%	A
Total Expenditures	\$ 2,958,191	\$ 119,614	\$ 2,206,376	74.59%	
Total Revenue Over/Under Expenses	\$ 7,367	\$ (77,966)	\$ 732,046		

A Accrued interest on refunded bonds

City of Sachse
Monthly Revenue and Expenditure Report
March 31, 2015
(Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

50% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 50%
Revenue Summary					
Sales Tax	\$ 583,222	\$ 40,471	\$ 313,155	53.69%	
Other Income	\$ -	\$ -			
Interest Income	7,500	1,772	4,510	60.14%	
Total Revenue	\$ 590,722	\$ 42,242	\$ 317,666	53.78%	
Expenditure Summary					
Expenditures	586,553	43,641	162,370	27.68%	
Total Expenditures	\$ 586,553	\$ 43,641	\$ 162,370	27.68%	
Total Revenue Over/Under Expenses	\$ 4,169	\$ (1,398)	\$ 155,296		

Explanation of Major Variances:



Legislation Details (With Text)

File #:	15-2777	Version:	1	Name:	2nd Quarter Budget and Investment Report
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	4/20/2015	In control:		In control:	City Council
On agenda:	5/4/2015	Final action:		Final action:	
Title:	Consider acceptance of the Quarterly Budget and Investment Reports for the quarter ended March 31, 2015.				
	Executive Summary Cash on hand at 03/31/15 was \$29,613,330 in all funds; of this amount \$24,613,330 was available for investing. The remaining \$5,000,000 is held in a non-interest bearing analysis account per contract with American National Bank. The average interest/yield on all investments was .29%, and investment earnings totaled \$18,328. General Fund revenues are at 83% of budget and expenditures are at 49% as of 03/31/2015. Utility Fund revenues are at 47% of budget and expenditures are at 50%. Both funds are at anticipated levels for this period in the fiscal year.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Inv Report Jan-March 2015 2nd Qtr 2015.pdf Quarterly Budget Report.pdf				
Date	Ver.	Action By	Action		Result

Title

Consider acceptance of the Quarterly Budget and Investment Reports for the quarter ended March 31, 2015.

Executive Summary

Cash on hand at 03/31/15 was \$29,613,330 in all funds; of this amount \$24,613,330 was available for investing. The remaining \$5,000,000 is held in a non-interest bearing analysis account per contract with American National Bank. The average interest/yield on all investments was .29%, and investment earnings totaled \$18,328.

General Fund revenues are at 83% of budget and expenditures are at 49% as of 03/31/2015. Utility Fund revenues are at 47% of budget and expenditures are at 50%. Both funds are at anticipated levels for this period in the fiscal year.

Background

Every quarter, the Finance Department releases a report on the City's finances. The report is divided into two sections: Budget and Investments. The Budget section generally includes revenues and expenditures for the General, Utility, Debt Service, Special Revenue, Impact

Fee, Street Maintenance Tax, and Health Insurance Funds as well as a summary of Capital Project expenditures.

The Investment Report provides investment activity details for the Money Market, Investment Pool, and Certificate of Deposit accounts. It is the strategy of the City to maintain a high percentage of idle funds invested in safe, secure and liquid investment securities and pooled investment types in accordance with the Public Funds Investment Act (PFIA) and City policy.

Policy Considerations

The PFIA requires that the Investment Officers prepare and submit quarterly a written report of investment transactions for all funds covered by the Investment Policy.

Budgetary Considerations

There are no significant aberrations in the budget that would require budget amendments at this time.

Staff Recommendations

Staff recommends acceptance of the Quarterly Budget and Investment Reports for the quarter ending March 31, 2015 as a Consent Agenda item.

Memo

To: **Alan Dickerson, Interim City Manager**
 From: Berna Fitzpatrick, Finance Manager
 CC: Mayor and City Council
 Date: April 20, 2015
 Re: **Investment Report for period ending March 31, 2015**

Attached is the Quarterly Investment Report for the quarter ending March 31 of the fiscal year 2014-2015. This report complies with the requirements of the City's Investment Policy and the Public Funds Investment Act as amended. For the period ending March 31, 2015, the City's portfolio¹ consisted of the following investments:

Portfolio at Quarter Close:	Rate at 03/31/2015	% Total	Total Investment
Money Market Account –ANB	.25%	59.5%	17,606,378
Money Market Account(EDC)-ANB	.07%	9.5%	2,797,330
Investment Pool – Tex Pool	.048%	.7%	200,069
CD—Comerica Bank	.67%	3.4%	1,005,038
CD—Independent Bank	.55%	3.4%	1,001,552
CD—Independent Bank	.45%	3.4%	1,001,270
CD—Independent Bank	.60%	3.3%	1,001,693
Analysis Checking-ANB	0.00%	16.8%	5,000,000
Total Invested City Funds:		100.0%	\$29,613,330

The City does not carry any security instrument (investment type) on its books that is traded on the open market; therefore all investments are listed at 100% of market value. Interest earnings on all certificate of deposit accounts are accreted quarterly or at maturity. All Funds on deposit with American National Bank, Independent Bank, Comerica Bank, and Investment Pools are fully secured and safeguarded. **Total investment interest earned for the quarter ending March 31 was \$18,328.**

Citywide cash and investments for the period ending March 31 was \$29,613,330. Of this amount, \$4,357,543 is for the Sachse EDC; also included is \$5,000,000.00 which is held in a non-interest bearing analysis account. It is the strategy of the Finance Department to maintain a high percentage of its idle funds invested in safe and secure investment securities and pooled investment types in accordance with the Public Funds Investment Act.

86% of the City's current portfolio has liquidity of 30 days or less, which is more than adequate for daily operations. The City investments are liquid and have same day access. The City's investment and cash management strategy will be to maintain operational and capital needs in money market accounts and liquid asset pools. The City's funds are swept into the above accounts and withdrawn as needed for operational cash flow requirements.

The average interest rate/yield on the City's investments for the period was .29%. The Texpool Prime Fund interest rate was .0880% and the Texpool interest rate was .0480% at March 31, 2015. The 90 day T-bill rate was .03% with the 180 day T-bill at .14%.

¹ Includes the Sachse Economic Development Corporation



QUARTERLY INVESTMENT REPORT

For the Quarter Ended

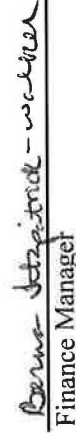
March 31, 2015

Prepared by
Valley View Consulting, L.L.C.

The investment portfolio of the City is in compliance with the Public Funds Investment Act and the Investment Policy and strategies.



Director of Finance


Finance Manager

Disclaimer: These reports were compiled using information provided by the City of Sachse. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Strategy Summary:

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range between 0.00% and 0.25% (actual Fed Funds traded +/-10 bps). The European Central Bank (ECB) announced and began a Quantitative Easing plan. The Dollar reacted very strongly - dropping from +/- \$1.40 per Euro to +/- \$1.05 per Euro. This strength could have severe US export implications. New payroll growth plummeted to +126,000, but the unemployment rate remained unchanged. The FOMC met and deleted "patient" from their statement text, then added they would not be "impatient" regarding increasing interest rates. Unfortunately they also reduced their overall growth and interest rate expectations for 2015. The stock markets continue to maintain current levels. Financial institution deposit yields generally provide the best interest earnings opportunity. Continuing to ladder provides strategic advantage.

Quarter End Results by Investment Category:

Asset Type	March 31, 2015		December 31, 2014		
	Ave. Yield	Book Value	Market Value	Book Value	Market Value
Bank/Pool	0.25%	\$ 25,603,777	\$ 25,603,777	\$ 26,016,509	\$ 26,016,509
CDs/Securities	0.57%	4,009,553	4,009,553	4,003,950	4,003,950
Totals		\$ 29,613,330	\$ 29,613,330	\$ 30,020,459	\$ 30,020,459
Average Yield (1)	Fiscal Year-to-Date Average Yield (2)				
Total Portfolio	0.29%	Total Portfolio			
		0.29%			
Rolling Three Mo. Treas. Yield	0.03%	Rolling Three Mo. Treas. Yield			
Rolling Six Mo. Treas. Yield	0.08%	Rolling Six Mo. Treas. Yield			
		Average Quarterly TexPool Yield			
		0.04%			
Interest Earnings QTR					
Interest Earnings YTD					
	City	EDC			
	\$ 15,238	\$ 3,090			
	\$ 25,266	\$ 5,135			

(1) Average Yield calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

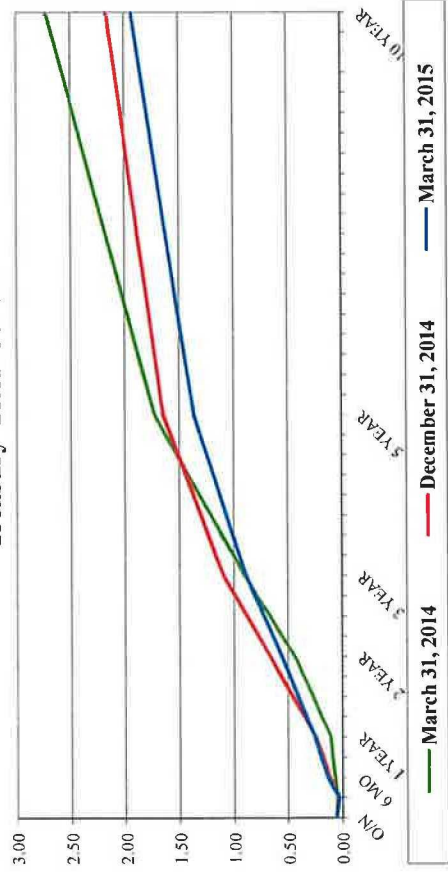
Detail of Investment Holdings March 31, 2015

Description	Rating	Coupon/ Discount	Maturity Date	Settlement Date	Original Face\ Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
Bank MMA		0.25%	04/01/15	03/31/15	\$ 25,403,709	\$ 25,403,709	1.00	\$ 25,403,709	1	0.25%
TexPool	AAA	0.05%	04/01/15	03/31/15	200,069	200,069	1.00	200,069	1	0.05%
Independent CD		0.45%	12/31/15	12/18/14	1,001,270	1,001,270	100.00	1,001,270	275	0.45%
Independent CD		0.55%	03/31/16	12/18/14	1,001,552	1,001,552	100.00	1,001,552	366	0.55%
Comerica CD		0.67%	06/30/16	06/30/14	1,005,038	1,005,038	100.00	1,005,038	457	0.67%
Independent CD		0.60%	06/30/16	12/18/14	1,001,693	1,001,693	100.00	1,001,693	457	0.60%
						\$ 29,613,330		\$ 29,613,330	54	0.29%
									(1)	(2)

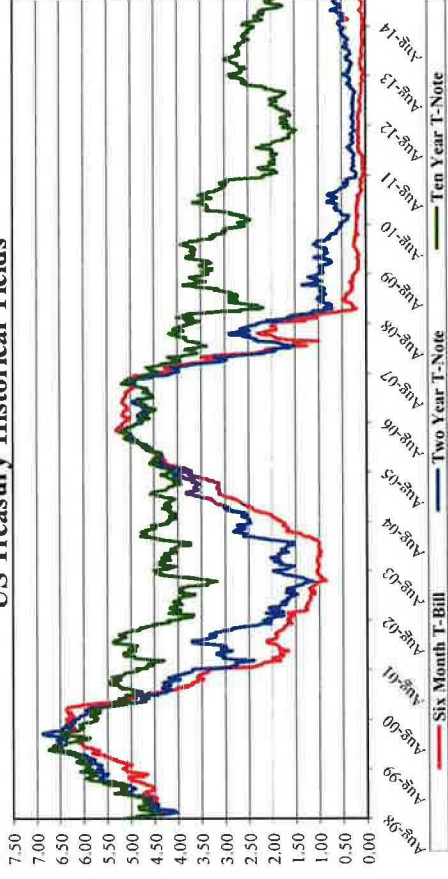
(1) **Weighted average life** - For purposes of calculating weighted average life, pool investments are assumed to have a one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered.

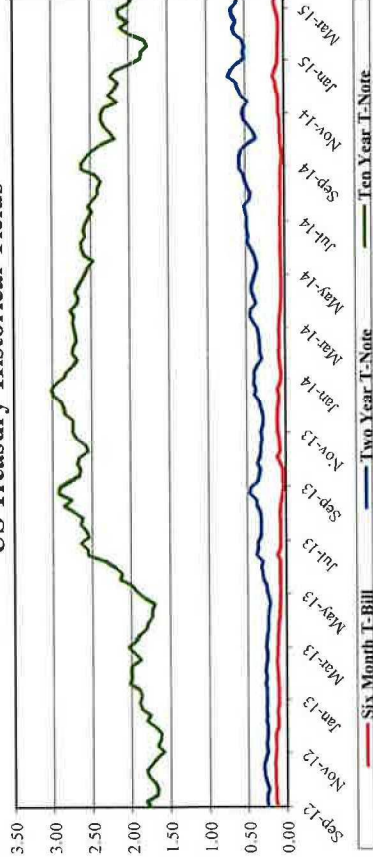
Treasury Yield Curves



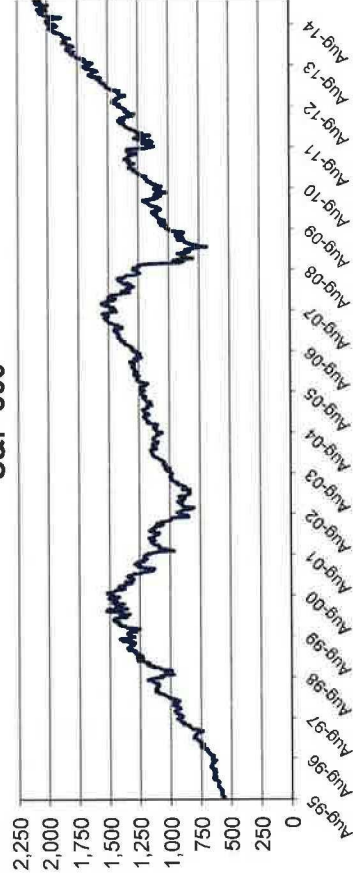
US Treasury Historical Yields



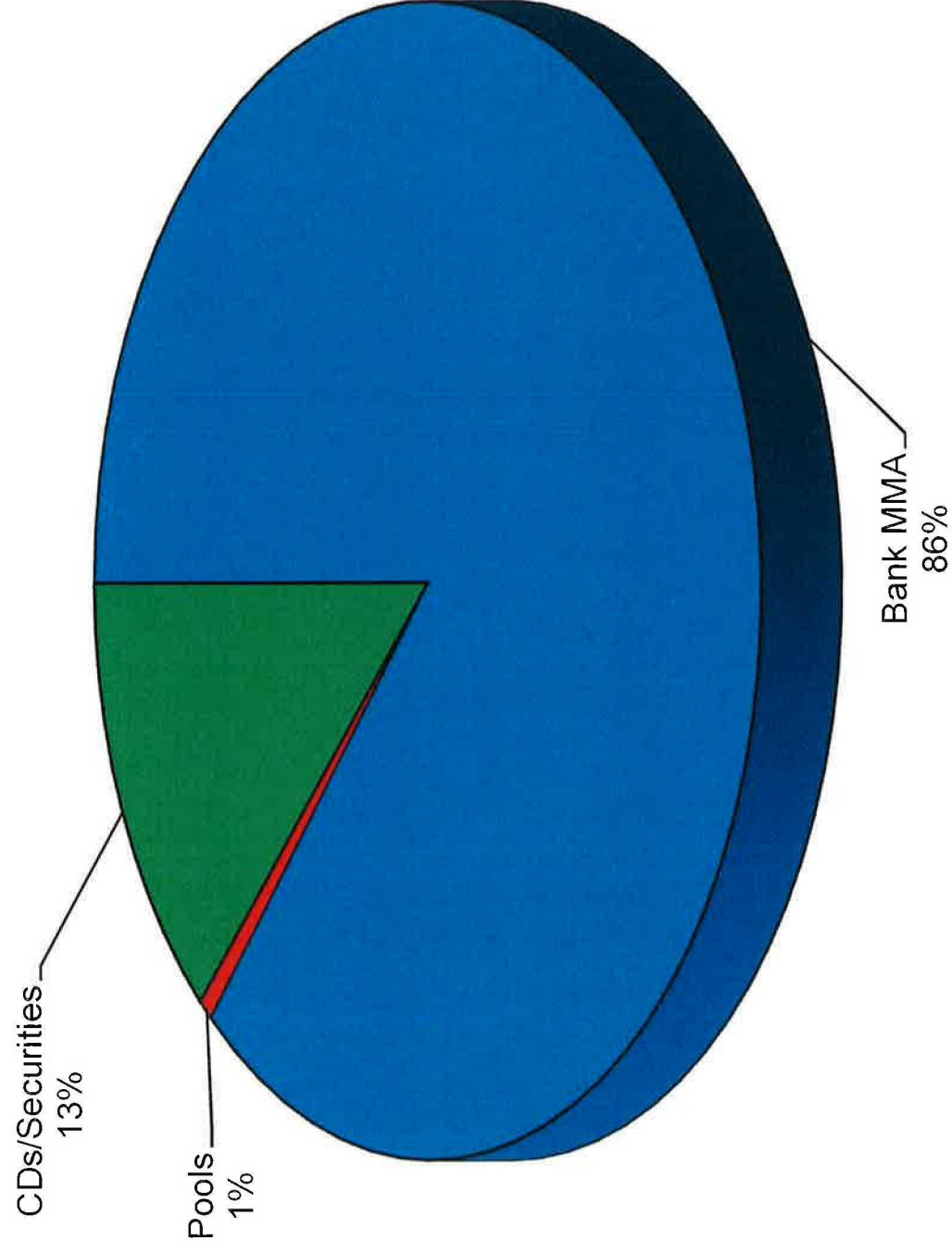
US Treasury Historical Yields



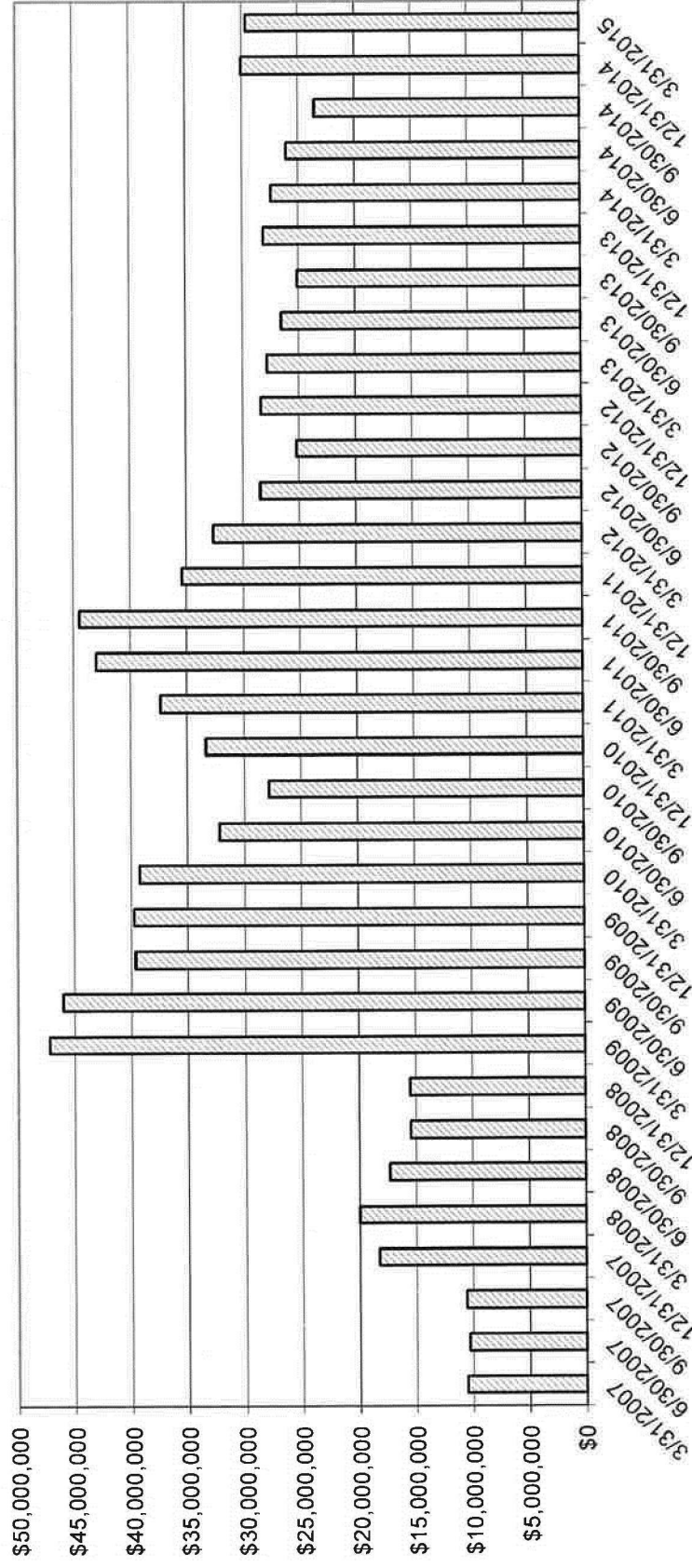
S&P 500



Portfolio Composition



Total Portfolio



Quarter End Book Value

Book Value Comparison

Description	Coupon/ Discount	Maturity Date	December 31, 2014		March 31, 2015			
			Original Face/Par Value	Book Value	Purchases/ Accretions	Amortizations/ Sales/Maturities	Original Face/Par Value	Book Value
Bank MMA	0.25%	04/01/15	\$ 25,816,463	\$ 25,816,463	\$ —	\$ (412,754)	\$ 25,403,709	\$ 25,403,709
TexPool	0.05%	04/01/15	200,046	200,046	22		200,069	200,069
Independent CD	0.45%	12/31/15	1,000,160	1,000,160	1,110		1,001,270	1,001,270
Independent CD	0.55%	03/31/16	1,000,196	1,000,196	1,356		1,001,552	1,001,552
Comerica CD	0.67%	06/30/16	1,003,381	1,003,381	1,657		1,005,038	1,005,038
Independent CD	0.60%	06/30/16	1,000,214	1,000,214	1,479		1,001,693	1,001,693
TOTAL			\$ 30,020,459	\$ 30,020,459	\$ 5,625	\$ (412,754)	\$ 29,613,330	\$ 29,613,330

Market Value Comparison

Description	Coupon/ Discount	Original Face/Par Value	December 31, 2014		Qtr to Qtr Change	March 31, 2015		
			Market Price	Market Value		Original Face/Par Value	Market Price	Market Value
Bank MMA TexPool	0.25% 0.05%	\$ 25,816,463 200,046	1.00 1.00	\$ 25,816,463 200,046	\$ (412,754) 22	\$ 25,403,709 200,069	1.00 1.00	\$ 25,403,709 200,069
Independent CD	0.45%	1,000,160	100.00	1,000,160	1,110	1,001,270	100.00	1,001,270
Independent CD	0.55%	1,000,196	100.00	1,000,196	1,356	1,001,552	100.00	1,001,552
Comerica CD	0.67%	1,003,381	100.00	1,003,381	1,657	1,005,038	100.00	1,005,038
Independent CD	0.60%	1,000,214	100.00	1,000,214	1,479	1,001,693	100.00	1,001,693
TOTAL		\$ 30,020,459		\$ 30,020,459	\$ (407,129)	\$ 29,613,330		\$ 29,613,330

Allocation

March 31, 2015

Book & Market Value	Total	GO I&S	General Fund	W/S Restricted	W/S Operations	Capital Project	2009 GO Bonds	Restricted Park Development
Bank MMA	25,403,709	\$ 1,021,239	\$ 9,513,350	\$ 176,159	\$ 1,692,589	\$ 46,542	\$ 3,809,091	\$ 219,554
Texpool	200,069		200,069					
12/31/15	1,001,270							
03/31/16	1,001,552						1,001,552	
06/30/16	1,005,038						1,005,038	
06/30/16	1,001,693		1,001,693					
Totals	\$ 29,613,330	\$ 1,021,239	\$ 10,715,112	\$ 176,159	\$ 1,692,589	\$ 46,542	\$ 5,815,681	\$ 219,554

Allocation

March 31, 2015

Book & Market Value	Restricted General	Restricted Water Impact	Restricted Sewer Impact	Restricted Roadway	Street Maintenance	Health Insurance	EDC
Bank MMA	\$ 515,568	\$ 1,238,787	\$ 1,599,155	\$ 1,903,026	\$ 149,885	\$ 162,489	\$ 3,356,273
Texpool							
12/31/15							1,001,270
03/31/16							
06/30/16							
06/30/16							
Totals	\$ 515,568	\$ 1,238,787	\$ 1,599,155	\$ 1,903,026	\$ 149,885	\$ 162,489	\$ 4,357,543

Allocation

December 31, 2014

Book & Market Value	Total	GO I&S	General Fund	W/S Restricted	W/S Operations	Capital Project	2009 GO Bonds	Restricted Park Development
Bank MMA	25,816,463	\$ 2,439,681	\$ 8,807,553	\$ 176,159	\$ 1,818,317	\$ 476,299	\$ 3,423,142	\$ 217,329
Texpool	200,046		200,046					
12/31/15	1,000,160							
03/31/16	1,000,196						1,000,196	
06/30/16	1,003,381						1,003,381	
06/30/16	1,000,214		1,000,214					
Totals	\$ 30,020,459	\$ 2,439,681	\$ 10,007,813	\$ 176,159	\$ 1,818,317	\$ 476,299	\$ 5,426,718	\$ 217,329

Allocation

December 31, 2014

Book & Market Value

	Restricted General	Restricted Water Impact	Restricted Sewer Impact	Restricted Roadway	Street Maintenance	Health Insurance	EDC
Bank MMA	\$ 516,993	\$ 1,140,427	\$ 1,527,474	\$ 1,805,975	\$ 70,142	\$ 116,979	\$ 3,279,993
Texpool							
12/31/15							1,000,160
03/31/16							
06/30/16							
06/30/16							
Totals	\$ 516,993	\$ 1,140,427	\$ 1,527,474	\$ 1,805,975	\$ 70,142	\$ 116,979	\$ 4,280,153

Portfolio Summary
City of Sachse, TX
March 31, 2015

Safety - Investment Type

Investment Type	Book Value	Percent
Money Market Account*	\$ 25,403,708	85.8%
Investment Pools	200,069	0.7%
CD's	4,009,553	13.5%
Total*	\$ 29,613,330	100%

*(Includes Sachse EDC Money Market)

Liquidity - Investments by Maturity Date

Under 30 days	\$ 25,603,777	86%
30 - 90 days	0	0%
91 - 180 days	0	0%
180 - 365 days	1,001,270	3%
366 - 760 days	3,008,283	10%
Total Principal Invested	\$ 29,613,330	100%

Portfolio Yield	Fiscal YTD Interest	Int Earned this QTR	(FYTD) Percent of total
Portfolio			
Debt Service	\$ 1,095	\$ 746	3.60%
General Fund	\$ 7,731	5,565	25.43%
Water and Sewer Fund	\$ 1,332	775	4.38%
Capital Project Fund	\$ 9,560	5,203	31.44%
Special Revenue Fund	\$ 530	307	1.74%
Impact Fee Fund	\$ 4,857	2,527	15.98%
Street Maintenance Fund	\$ 69	52	0.23%
Health Insurance Fund	\$ 93	62	0.30%
Sachse EDC	\$ 5,135	3,090	16.89%
Total Portfolios	\$ 30,401	\$ 18,328	100.00%

Portfolio Balance	Beginning Balances	Ending Book Balances	Change
Portfolio			
Debt Service	\$ 2,439,681	\$ 1,021,239	\$ (1,418,441.63)
General Fund	10,007,743	10,715,112	707,369.13
Water and Sewer Fund	1,994,476	1,868,748	(125,728.38)
Capital Project Fund	5,903,017	5,862,223	(40,793.58)
Special Revenue Fund	734,322	735,122	799.62
Impact Fee Fund	4,473,876	4,740,968	267,092.00
Street Maintenance Fund	70,142	149,885	79,742.71
Health Insurance Fund	116,979	162,489	45,509.71
Sachse EDC	4,280,153	4,357,543	77,390.16
Total Portfolios	\$ 30,020,389	\$ 29,613,330	\$ (407,061)

Historical Interest Rates

	January	February	March
Pooled Money Market Account	2015 0.2500%	0.2500%	0.2500%
	2014 0.2500%	0.2500%	0.2500%
	2013 0.2500%	0.2500%	0.2500%
Tex Pool	2015 0.0465%	0.0441%	0.0480%
	2014 0.0273%	0.0283%	0.0299%
	2013 0.0986%	0.0935%	0.1047%

City of Sachse, TX
Investment Portfolios
January 31, 2015

Source	Description	Cusip/ Ref	Purchase Date	Maturity Date	Coupon (Int. Rate)	Days to Maturity	Book Value			Market Value			
							Principal Invested	Beginning of Month	Change ¹	End of Month	Beginning of Month	Change	End of Month
GO Bond I&S Fund													
	Money Market	114512	1/31/2015	2/1/2015	0.2500%	1	2,439,681	2,439,681	568,373	3,008,054	2,439,681	568,373	3,008,054
Total							2,439,681	2,439,681	568,373	3,008,054	2,439,681	568,373	3,008,054
General Fund													
General Fund	TexPool	1111-000	1/31/2015	2/1/2015	0.0465%	1	200,046	200,046	8	200,054	200,046	8	200,054
General Fund	Money Market	114512	1/31/2015	2/1/2015	0.2500%	1	8,807,483	8,807,483	861,727	9,669,210	8,807,483	861,727	9,669,210
General Fund	CD	1220005583,4	12/18/2014	6/30/2016	0.6000%	516	1,000,000	1,000,214	0	1,000,214	1,000,214	0	1,000,214
Total							10,007,529	10,007,743	861,734	10,869,477	10,007,743	861,734	10,869,477
Water and Sewer Fund													
W/S Restricted Fund	Money Market	114512	1/31/2015	2/1/2015	0.2500%	1	176,159	176,159	0	176,159	176,159	0	176,159
W/S Operations	Money Market	114512	1/31/2015	2/1/2015	0.2500%	1	1,818,317	1,818,317	205,876	2,024,193	1,818,317	205,876	2,024,193
Total							1,994,476	1,994,476	205,876	2,200,352	1,994,476	205,876	2,200,352
Capital Project Funds													
Capital Project Funds	Money Market	114512	1/31/2015	2/1/2015	0.2500%	1	476,299	476,299	(46,349)	429,950	476,299	(46,349)	429,950
2009 GO Bonds	CD	2200005984,3	12/18/2014	3/31/2016	0.5500%	425	1,000,000	1,000,196	0	1,000,196	1,000,196	0	1,000,196
2009 GO Bonds	CD	951-11429176	6/30/2014	6/30/2016	0.6700%	516	1,000,000	1,003,380	0	1,003,380	1,003,380	0	1,003,380
2009 GO Bonds	Money Market	114512	1/31/2015	2/1/2015	0.2500%	1	3,423,142	3,423,142	(2,740)	3,420,402	3,423,142	(2,740)	3,420,402
Total							5,899,442	5,903,017	(49,089)	5,853,929	5,903,017	(49,089)	5,853,929
Special Revenue Funds													
Restricted Park Development Fee Fun	Money Market	114512	1/31/2015	2/1/2015	0.2500%	1	217,329	217,329	2,163	219,492	217,329	2,163	219,492
Restricted General Fund	Money Market	114512	1/31/2015	2/1/2015	0.2500%	1	516,993	516,993	720	517,713	516,993	720	517,713
Total							734,322	734,322	2,884	737,205	734,322	2,884	737,205
Impact Fee Fund													
Restricted Water Impact Fee	Money Market	114512	1/31/2015	2/1/2015	0.2500%	1	1,140,427	1,140,427	23,889	1,164,316	1,140,427	23,889	1,164,316
Restricted Sewer Impact Fee	Money Market	114512	1/31/2015	2/1/2015	0.2500%	1	1,527,474	1,527,474	17,420	1,544,894	1,527,474	17,420	1,544,894
Restricted Roadway Impact Fee	Money Market	114512	1/31/2015	2/1/2015	0.2500%	1	1,805,975	1,805,975	24,178	1,830,153	1,805,975	24,178	1,830,153
							4,473,876	4,473,876	65,487	4,539,363	4,473,876	65,487	4,539,363
Street Maintenance Fund													
Street Maintenance Tax	Money Market	114512	1/31/2015	2/1/2015	0.2500%	1	70,142	70,142	22,733	92,875	70,142	22,733	92,875
Total							70,142	70,142	22,733	92,875	70,142	22,733	92,875
Health Insurance Fund													
Health Insurance	Money Market	114512	1/31/2015	2/1/2015	0.2500%	1	116,979	116,979	16,586	133,565	116,979	16,586	133,565
							116,979	116,979	16,586	133,565	116,979	16,586	133,565
EDC Fund													
EDC	CD	nk 220005585	12/18/2014	12/31/2015	0.4500%	334	1,000,000	1,000,160	0	1,000,160	1,000,160	0	1,000,160
EDC PMMKT	Money Market	114512	1/31/2015	2/1/2015	0.160%	1	3,279,993	3,279,993	18,227	3,298,220	3,279,993	18,227	3,298,220
							4,279,993	4,280,153	18,227	4,298,380	4,280,153	18,227	4,298,380
							30,016,440	30,020,389	1,712,813	31,733,202	30,020,389	1,712,813	31,733,202

City of Sachse, TX
Investment Portfolios
January 31, 2015

Source	Description	Cusip/ Ref	Purchase Date	Maturity Date	Coupon (Int. Rate)	Days to Maturity	Principal Invested	Book Value			Market Value		
								Beginning of Month	Change ¹	End of Month	Beginning of Month	Change	End of Month
Summary of Portfolios by Security Type													
01/31/15													
Security Type	Percent of Total (Book Value)	Average # of days	Average Yield	Principal Invested	Book Value			Market Value					
					Beginning of Month	Change	End of Month	Beginning of Month	Change	End of Month			
Money Market Account	86.75%	1	0.2436%	25,816,393	25,816,393	1,712,805	27,529,198	25,816,392	1,712,805	27,529,197			
TexPool	0.63%	1	0.2500%	200,046	200,046	8	200,054	200,046	8	200,054			
CD's	12.62%	448	0.5675%	4,000,000	4,003,950	0	4,003,950	4,003,950	0	4,003,950			
Total	100.00%			30,016,438	30,020,389	1,712,813	31,733,202	30,020,388	1,712,813	31,733,202			

¹Change = Investment activity including earnings, deposits and withdrawals.

City of Sachse, TX
Investment Portfolios
February 28, 2015

Source	Description	Cusip/ Ref	Purchase Date	Maturity Date	Coupon (Int. Rate)	Days to Maturity	Book Value			Market Value			
							Principal Invested	Beginning of Month	Change ¹	End of Month	Beginning of Month	Change	End of Month
Debt Service													
GO Bond I&S Fund	Money Market	114512	2/28/2015	3/1/2015	0.2500%	1	3,008,054	3,008,054	(1,906,239)	1,101,815	3,008,054	(1,906,239)	1,101,815
Total							3,008,054	3,008,054	(1,906,239)	1,101,815	3,008,054	(1,906,239)	1,101,815
General Fund													
General Fund	TaxPool	1111-000	2/28/2015	3/1/2015	0.0441%	1	200,054	200,054	6	200,060	200,054	6	200,060
General Fund	Money Market	114512	2/28/2015	3/1/2015	0.2500%	1	9,669,210	9,669,210	13,057	9,682,267	9,669,210	13,057	9,682,267
General Fund	CD	1220005583,4	12/18/2014	6/30/2016	0.6000%	488	1,000,000	1,000,214	0	1,000,214	1,000,214	0	1,000,214
Total							10,869,263	10,869,477	13,063	10,882,541	10,869,477	13,063	10,882,541
Water and Sewer Fund													
W/S Restricted Fund	Money Market	114512	2/28/2015	3/1/2015	0.2500%	1	156,378	176,159	0	176,159	176,159	0	176,159
W/S Operations	Money Market	114512	2/28/2015	3/1/2015	0.2500%	1	2,024,193	2,024,193	(307,800)	1,716,393	2,024,193	(307,800)	1,716,393
Total							2,180,572	2,200,352	(307,800)	1,892,552	2,200,352	(307,800)	1,892,552
Capital Project Funds													
Capital Project Funds	Money Market	114512	2/28/2015	3/1/2015	0.2500%	1	429,950	429,950	(20,728)	409,222	429,950	(20,728)	409,222
2009 GO Bonds	CD	220005584,3	12/18/2014	3/31/2016	0.5500%	397	1,000,000	1,000,196	0	1,000,196	1,000,196	0	1,000,196
2009 GO Bonds	CD	351-11429176	6/30/2014	6/30/2016	0.6700%	488	1,000,000	1,003,380	0	1,003,380	1,003,380	0	1,003,380
2009 GO Bonds	Money Market	114512	2/28/2015	3/1/2015	0.2500%	1	3,420,402	3,420,402	(14,741)	3,405,661	3,420,402	(14,741)	3,405,661
Total							5,850,353	5,853,929	(35,469)	5,818,459	5,853,929	(35,469)	5,818,459
Special Revenue Funds													
Restricted Park Development Fee Fun	Money Market	114512	2/28/2015	3/1/2015	0.2500%	1	219,492	219,492	32	219,524	219,492	32	219,524
Restricted General Fund	Money Market	114512	2/28/2015	3/1/2015	0.2500%	1	517,713	517,713	(6,315)	511,398	517,713	(6,315)	511,398
Total							737,206	737,205	(6,284)	730,922	737,205	(6,284)	730,922
Impact Fee Fund													
Restricted Water Impact Fee	Money Market	114512	2/28/2015	3/1/2015	0.2500%	1	1,164,316	1,164,316	29,160	1,193,476	1,164,316	29,160	1,193,476
Restricted Sewer Impact Fee	Money Market	114512	2/28/2015	3/1/2015	0.2500%	1	1,544,894	1,544,894	20,961	1,565,855	1,544,894	20,961	1,565,855
Restricted Roadway Impact Fee	Money Market	114512	2/28/2015	3/1/2015	0.2500%	1	1,830,153	1,830,153	29,183	1,859,336	1,830,153	29,183	1,859,336
							4,539,363	4,539,363	79,304	4,618,667	4,539,363	79,304	4,618,667
Street Maintenance Fund													
Street Maintenance Tax	Money Market	114512	2/28/2015	3/1/2015	0.2500%	1	92,875	92,875	36,747	129,622	92,875	36,747	129,622
Total							92,875	92,875	36,747	129,622	92,875	36,747	129,622
Health Insurance Fund													
Health Insurance	Money Market	114512	2/28/2015	3/1/2015	0.2500%	1	133,565	133,565	12,728	146,293	133,565	12,728	146,293
Total							133,565	133,565	12,728	146,293	133,565	12,728	146,293
EDC Fund													
EDC	CD	nk 220005585	12/18/2014	12/31/2015	0.4500%	306	1,000,000	1,000,160	0	1,000,160	1,000,160	0	1,000,160
EDC PMMKT	Money Market	114512	2/28/2015	3/1/2015	0.1600%	1	3,298,220	3,298,220	42,687	3,340,907	3,298,220	42,687	3,340,907
							4,298,220	4,298,380	42,687	4,341,068	4,298,380	42,687	4,341,068
							31,709,471	31,733,202	(2,071,263)	29,661,938	31,733,202	(2,071,263)	29,661,938

City of Sachse, TX
Investment Portfolios
February 28, 2015

Source	Description	Cusip/ Ref	Purchase Date	Maturity Date	Coupon (Int. Rate)	Days to Maturity	Principal Invested	Book Value			Market Value		
								Beginning of Month	Change 1	End of Month	Beginning of Month	Change	End of Month
Summary of Portfolios by Security Type 02/28/15													
Security Type	Percent of Total (Book Value)	Average # of days	Average Yield	Principal Invested	Book Value			Market Value					
					Beginning of Month	Change	End of Month	Beginning of Month	Change	End of Month			
Money Market Account	85.83%	1	0.2436%	17,840,208	27,529,198	-2,071,269	25,457,928	27,529,198	-2,071,269	25,457,929			
TexPool	0.67%	1	0.2500%	200,054	200,054	6	200,060	200,054	6	200,060			
CD's	13.50%	420	0.5675%	4,000,000	4,003,950	0	4,003,950	4,003,950	0	4,003,949			
Total	100.00%			22,040,260	31,733,202	-2,071,263	29,661,938	31,733,202	-2,071,263	29,661,938			
1Change = Investment activity including earnings, deposits and withdrawals.													

1 Change = Investment activity including earnings, deposits and withdrawals.

City of Sachse, TX
Investment Portfolios
March 31, 2015

Source	Description	Cusip/ Ref	Purchase Date	Maturity Date	Coupon (Int. Rate)	Days to Maturity	Book Value		Market Value	
							Beginning of Month	Change ¹	Beginning of Month	Change
Debt Service	GO Bond I&S Fund Total	114512	3/31/2015	4/1/2015	0.2500%	1	1,101,815	(80,576)	1,021,239	(80,576)
							1,101,815	(80,576)	1,021,239	(80,576)
General Fund	TexPool Money Market CD Total	1111-000	3/31/2015	4/1/2015	0.0480%	1	200,060	200,060	200,060	9
		114512	3/31/2015	4/1/2015	0.2500%	1	9,682,267	(168,916)	9,513,350	(168,916)
		1220005583,4	12/18/2014	6/30/2016	0.6000%	457	1,000,000	1,000,214	1,001,693	1,479
							10,882,325	(167,428)	10,715,112	(167,428)
Water and Sewer Fund	W/S Restricted Fund W/S Operations Total	114512	3/31/2015	4/1/2015	0.2500%	1	156,378	176,159	176,159	0
		114512	3/31/2015	4/1/2015	0.2500%	1	1,716,393	(23,804)	1,692,589	(23,804)
Capital Project Funds	Capital Project Funds 2009 GO Bonds 2009 GO Bonds 2009 GO Bonds Total	114512	3/31/2015	4/1/2015	0.2500%	1	409,222	(362,680)	409,222	(362,680)
		220005584,3	12/18/2014	3/31/2016	0.5500%	366	1,000,000	1,000,196	1,001,552	1,356
		351-11429176	6/30/2014	6/30/2016	0.6700%	457	1,000,000	1,003,380	1,005,038	1,658
		114512	3/31/2015	4/1/2015	0.2500%	1	3,405,661	403,429	3,809,091	403,429
Special Revenue Funds	Restricted Park Development Fee Fun Restricted General Fund Total	114512	3/31/2015	4/1/2015	0.2500%	1	5,814,884	43,763	5,862,223	43,763
		114512	3/31/2015	4/1/2015	0.2500%	1	219,524	30	219,554	30
Impact Fee Fund	Restricted Water Impact Fee Restricted Sewer Impact Fee Restricted Roadway Impact Fee Total	114512	3/31/2015	4/1/2015	0.2500%	1	511,398	4,170	515,568	4,170
		114512	3/31/2015	4/1/2015	0.2500%	1	730,922	4,201	735,122	4,201
		114512	3/31/2015	4/1/2015	0.2500%	1	1,193,476	45,311	1,238,787	45,311
		114512	3/31/2015	4/1/2015	0.2500%	1	1,565,855	33,300	1,599,155	33,300
Street Maintenance Fund	Street Maintenance Tax Total	114512	3/31/2015	4/1/2015	0.2500%	1	1,859,336	43,690	1,903,026	43,690
							4,618,667	122,301	4,740,968	122,301
Health Insurance Fund	Health Insurance Total	114512	3/31/2015	4/1/2015	0.2500%	1	129,622	20,262	149,885	20,262
							129,622	20,262	149,885	20,262
EDC Fund	EDC EDC PMMKT	114512	3/31/2015	4/1/2015	0.2500%	1	146,293	16,196	162,489	16,196
							146,293	16,196	162,489	16,196
EDC	CD Money Market Total	nk 220005585	12/18/2014	12/31/2015	0.4500%	275	1,000,000	1,110	1,001,270	1,110
		114512	3/31/2015	4/1/2015	0.160%	1	3,340,907	15,366	3,356,273	15,366
							4,340,907	16,476	4,357,543	16,476
							29,638,208	(48,608)	29,613,330	(48,608)

City of Sachse, TX
Investment Portfolios
March 31, 2015

Source	Description	Cusip/ Ref	Purchase Date	Maturity Date	Coupon (Int. Rate)	Days to Maturity	Principal Invested	Book Value			Market Value		
								Beginning of Month	Change ¹	End of Month	Beginning of Month	Change	End of Month
Summary of Portfolios by Security Type 03/31/15													
Security Type	Percent of Total (Book Value)	Average # of days	Average Yield	Principal Invested	Book Value			Market Value					
					Beginning of Month	Change	End of Month	Beginning of Month	Change	End of Month			
Money Market Account	85.78%	1	0.2436%	25,438,148	25,457,929	-54,220	25,403,708	25,457,929	-54,220	25,403,709			
TexPool	0.68%	1	0.2500%	200,060	200,060	9	200,069	200,060	9	200,069			
CD's	13.54%	389	0.5675%	4,000,000	4,003,950	5,603	4,009,553	4,003,950	5,603	4,009,553			
Total	100.00%			29,638,207	29,661,938	-48,608	29,613,330	29,661,938	-48,608	29,613,330			
¹ Change = Investment activity including earnings, deposits and withdrawals.													

¹Change = Investment activity including earnings, deposits and withdrawals.



Finance Department

TO: ALAN DICKERSON, INTERIM CITY MANAGER
FROM: SARA WORD, ACCOUNTANT
SUBJ: QUARTERLY BUDGET REPORT FOR 2ND QUARTER ENDING MARCH 31, 2015
DATE: APRIL 24, 2015
CC: MAYOR AND CITY COUNCIL

Attached is the 2nd Quarter Budget Report for the 2014-2015 fiscal year. The fiscal year for the City of Sachse is October 1st through September 30th. Six months, or 50% of the fiscal year was completed as of the end of March 2015.

Overall, the City received \$6.7 million for the 2nd quarter and cumulatively received \$19.2 million for the fiscal year, representing 76% of budgeted revenues.

CITY-WIDE REVENUES			
<i>Fund</i>	<i>Budget</i>	<i>YTD</i>	<i>% Collected</i>
General Fund	\$ 12,822,525	\$ 10,700,265	83.45%
Utility Fund	8,018,059	3,768,812	47.00%
Debt Service	2,965,558	2,938,421	99.08%
Special Revenue	86,300	28,149	32.62%
Impact Fee	254,000	1,169,414	460.40%
Street Maint. Tax	291,811	156,674	53.69%
Health Ins	866,013	433,060	50.01%
Total	\$ 25,304,266	\$ 19,194,795	75.86%

Expenditures totaled \$7.7 million for the 2nd quarter and cumulatively totaled 12.7 million for the fiscal year, representing 49% of budgeted expenditures.

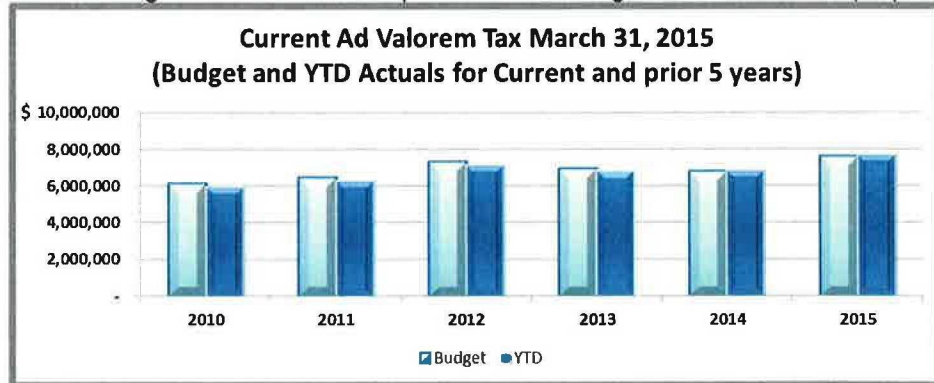
CITY-WIDE EXPENDITURES			
<i>Fund</i>	<i>Budget</i>	<i>YTD</i>	<i>% Expended</i>
General Fund	\$ 12,719,179	\$ 6,200,944	48.75%
Utility Fund	7,794,123	3,909,851	50.16%
Debt Service	2,958,191	2,206,376	74.59%
Special Revenue	229,500	24,142	10.52%
Impact Fee	885,000	-	0.00%
Street Maint. Tax	282,000	16,459	5.84%
Health Ins	865,978	340,559	39.33%
Total	\$ 25,733,971	\$ 12,698,331	49.34%

The Capital Project Fund year-to-date revenues are \$616,836 and expenditures are \$745,639, not expressed as a percentage of budget.

Revenue

- Through March, total General Fund revenues are \$10,700,265 or 83% of expected collections. Total revenues increased \$963,794 compared to the same period last fiscal year.

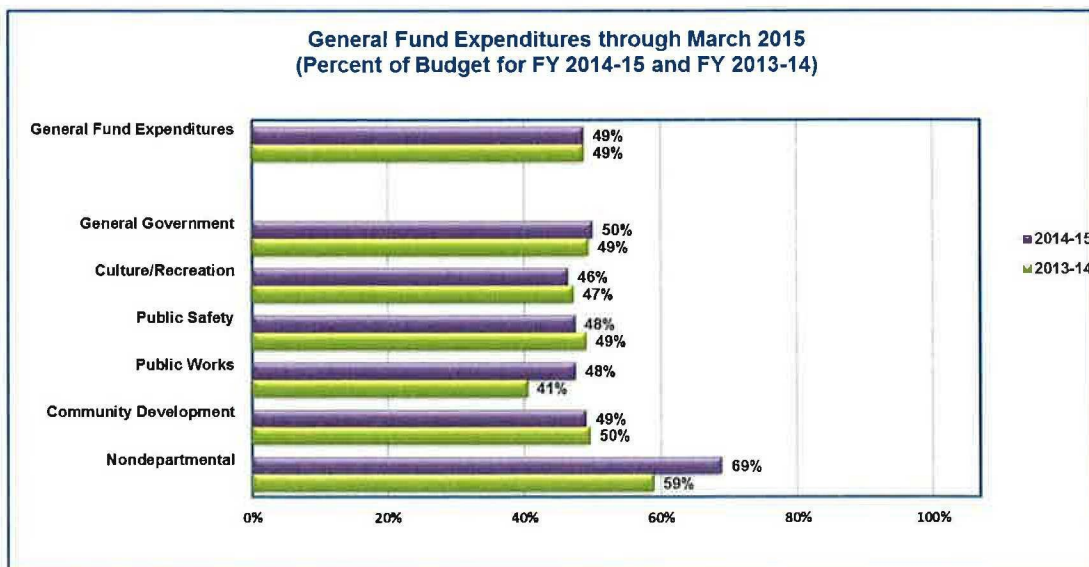
- Sales tax revenues through March are at 54% of expected collections, an increase of \$177,055 over prior year.
- Franchise fees are at \$940,111, or 63% of budget, a \$106,755 increase over prior year.
- General Fund current ad valorem tax revenues are 100% collected at \$7,724,385, resulting in an increase of \$865,640 over prior year. This increase is the result of a shift in the tax rate from Interest & Sinking to Maintenance & Operations and a significant increase in property values.



- Through March, collections for Licenses & Permits have decreased \$13,738 from prior year and are at 67% of budget. The City has continued to see an overall rise in building permits issued over previous years, with 139 Single Family residential permits being issued since October 1st.
- Charges for services and fees year-to-date are \$357,154, 58% of budget. This is a decrease of \$176,612 from the same period in the prior year due primarily to a decrease in developer fees.
- Court fine revenues finished March at \$119,889 or 48% of anticipated collections, an increase of \$15,579 during the same period in the prior year.
- Through March, Utility Fund revenues total \$3,768,812 or 47% of budget, an increase of \$614,802 over prior year.

Expenditures

Through March, total General Fund expenditures are at \$6,200,944 or 49% expended. This is an increase of \$523,080 over prior year.



Utility Fund expenditures through March are at 50% of budget at \$3,909,851.

2nd Quarter Budget Report (Unaudited)

As of March 31, 2015

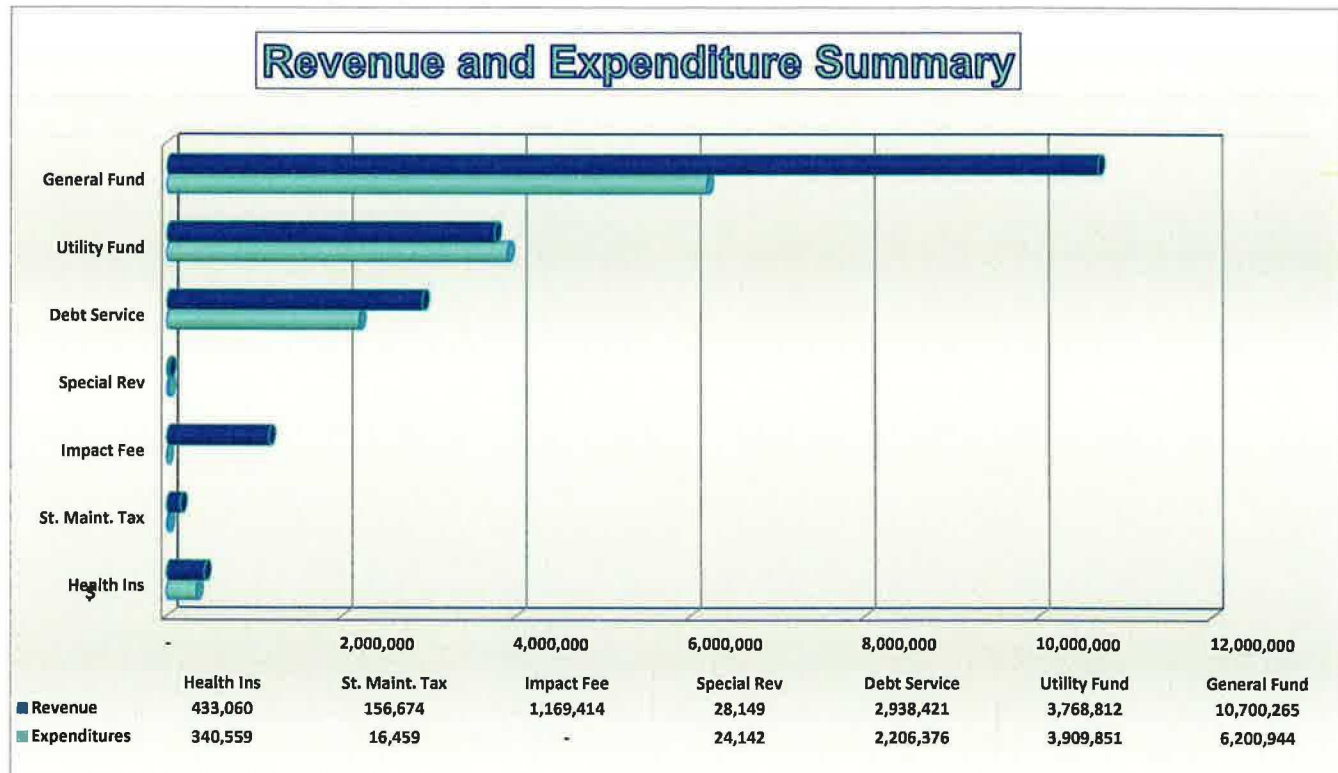


The City of Sachse Finance Department is dedicated to excellence in local government, comprehensive fiscal management, compliance and reporting.

The Quarterly Budget Report complies with the City Charter's quarterly financial reporting requirement and is aimed at providing our users (internal and external), with a general awareness of the City's financial position.

**CITY OF SACHSE
REVENUE AND EXPENDITURE SUMMARY
AND CHANGES IN FUND BALANCE RESERVES
QUARTER ENDED 03/31/2015 - 50% OF YEAR COMPLETE (UNAUDITED)**

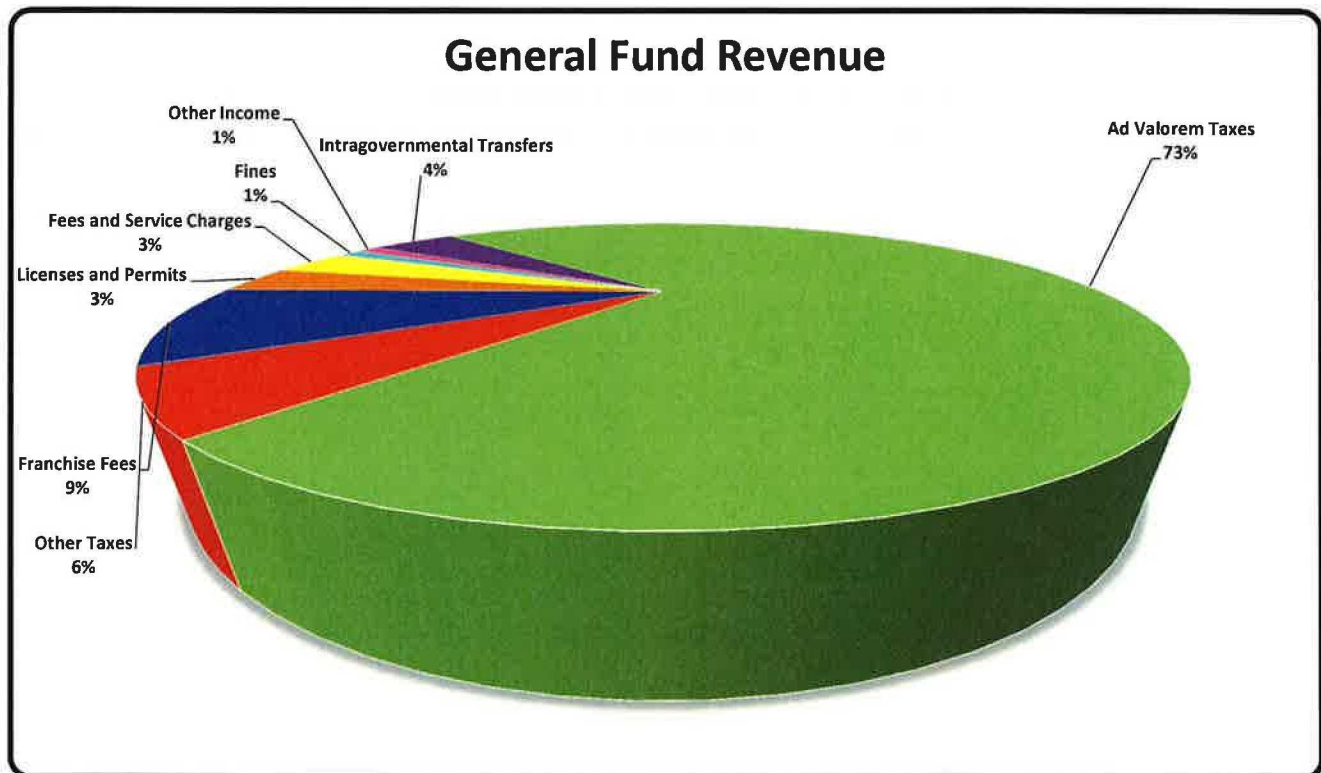
	General Fund	Utility Fund	Debt Service Fund	Special Revenue Fund	Impact Fee Fund	Street Maintenance Tax Fund	Health Insurance Fund	Total
Revenues								
Budget	\$ 12,822,525	\$ 8,018,059	\$ 2,965,558	\$ 86,300	\$ 254,000	\$ 291,811	\$ 866,013	\$ 25,304,266
YTD Actual	10,700,265	3,768,812	2,938,421	28,149	1,169,414	156,674	433,060	19,194,797
Budget Remaining	\$ 2,122,260	\$ 4,249,247	\$ 27,137	\$ 58,151	\$ (915,414)	\$ 135,137	\$ 432,953	\$ 6,109,470
% of Budget	83.45%	47.00%	99.08%	32.62%	460.40%	53.69%	50.01%	75.86%
Expenditures								
Budget	\$ 12,719,179	\$ 7,794,123	\$ 2,958,191	\$ 229,500	\$ 885,000	\$ 282,000	\$ 865,978	\$ 25,733,971
YTD Actual	6,200,944	3,909,851	2,206,376	24,142	-	16,459	340,559	12,698,331
Budget Remaining	\$ 6,518,235	\$ 3,884,272	\$ 751,815	\$ 205,358	\$ 885,000	\$ 265,541	\$ 525,419	\$ 13,035,640
% of Budget	48.75%	50.16%	74.59%	10.52%	0.00%	5.84%	39.33%	49.34%
Net Over/under	\$ 4,499,321	\$ (141,038)	\$ 732,046	\$ 4,007	\$ 1,169,414	\$ 140,216	\$ 92,502	\$ 6,496,466



CITY OF SACHSE
GENERAL FUND REVENUES
QUARTER ENDED 03/31/2015 - 50% OF YEAR COMPLETE (UNAUDITED)

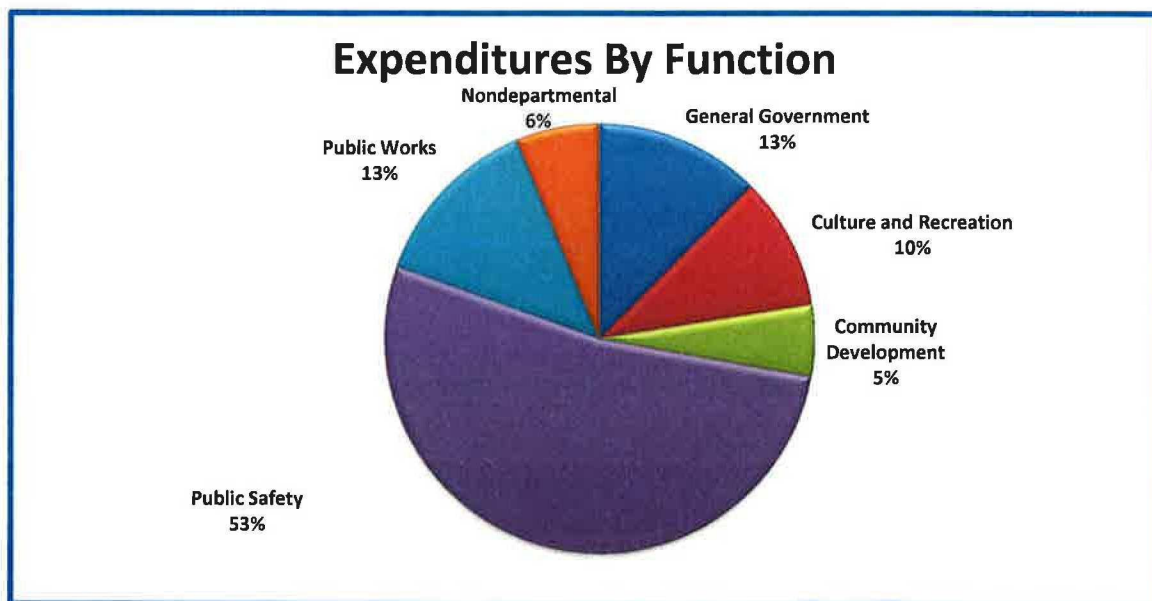
	FY 2014 BUDGET	FY 2014 YEAR- TO-DATE	FY 2015 BUDGET	FY 2015 YEAR- TO-DATE	BUDGET REMAINING	% OF BUDGET
Ad Valorem Taxes	\$ 6,866,469	\$ 6,894,693	\$ 7,700,541	\$ 7,749,889 *	\$ (49,348)	100.64%
Other Taxes	875,193	458,853	1,184,444	636,841	547,603	53.77%
Franchise Fees	1,431,811	833,356	1,486,816	940,111	546,705	63.23%
Licenses and Permits	531,650	364,790	527,220	351,052	176,168	66.59%
Fees and Service Charges	531,173	533,765	614,027	357,154	256,873	58.17%
Fines	365,000	104,310	250,000	119,889	130,111	47.96%
Other Income	146,097	73,895	159,613	95,397	64,216	59.77%
Intragovernmental Transfers	945,617	472,808	899,864	449,932	449,932	50.00%
TOTAL REVENUES	\$ 11,693,010	\$ 9,736,471	\$ 12,822,525	\$ 10,700,265	\$ 2,122,260	83.45%

*TIF Allocation has not been posted as of March 31, 2015.



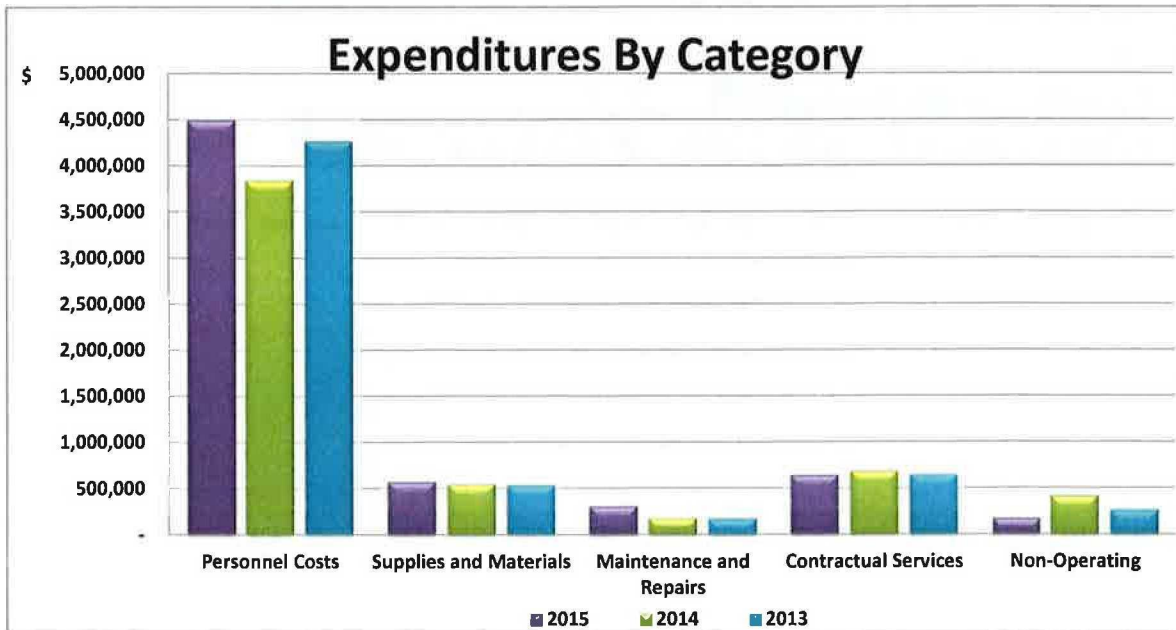
CITY OF SACHSE
GENERAL FUND EXPENDITURES
QUARTER ENDED 03/31/2015 - 50% OF YEAR COMPLETE (UNAUDITED)

	<u>FY 2014 BUDGET</u>	<u>FY 2014 YEAR- TO-DATE</u>	<u>FY 2015 BUDGET</u>	<u>FY 2015 YEAR- TO-DATE</u>	<u>BUDGET REMAINING</u>	<u>% OF BUDGET</u>
General Government						
City Manager	\$ 313,446	\$ 158,717	\$ 345,708	\$ 187,694	\$ 158,014	54.29%
City Secretary	161,036	83,227	169,012	84,787	84,225	50.17%
Human Resources	238,777	107,260	292,304	127,595	164,709	43.65%
Finance	488,373	250,775	552,435	293,468	258,967	53.12%
Municipal Court	171,190	77,446	185,400	79,116	106,284	42.67%
	<u>1,372,822</u>	<u>677,426</u>	<u>1,544,859</u>	<u>772,661</u>	<u>772,198</u>	<u>50.01%</u>
Culture and Recreation						
Parks and Recreation	781,224	357,759	899,087	406,365	492,722	45.20%
Senior Citizen Programs	106,526	51,551	115,061	55,099	59,962	47.89%
Library Services	295,001	148,883	327,083	160,590	166,493	49.10%
	<u>1,182,751</u>	<u>558,193</u>	<u>1,341,231</u>	<u>622,054</u>	<u>719,177</u>	<u>46.38%</u>
Public Safety						
Police	3,165,608	1,572,087	3,808,914	1,920,334	1,888,580	50.42%
Animal Control	154,026	76,437	177,471	89,404	88,067	50.38%
Fire and Ambulance	<u>2,295,839</u>	<u>1,107,710</u>	<u>2,869,257</u>	<u>1,250,878</u>	<u>1,618,379</u>	<u>43.60%</u>
	<u>5,615,473</u>	<u>2,756,234</u>	<u>6,855,642</u>	<u>3,260,616</u>	<u>3,595,026</u>	<u>47.56%</u>
Public Works						
Streets and Drainage	1,060,526	406,010	1,057,273	517,443	539,830	48.94%
Facility Maintenance	331,638	147,069	389,947	175,717	214,230	45.06%
City Engineer	<u>263,883</u>	<u>117,685</u>	<u>290,568</u>	<u>132,902</u>	<u>157,666</u>	<u>45.74%</u>
	<u>1,656,047</u>	<u>670,763</u>	<u>1,737,788</u>	<u>826,061</u>	<u>911,727</u>	<u>47.54%</u>
Community Development	600,651	298,087	677,969	332,521	345,448	49.05%
Nondepartmental	1,217,006	717,163	561,690	387,031	174,659	68.90%
TOTAL EXPENDITURES	<u><u>\$ 11,644,750</u></u>	<u><u>\$ 5,677,865</u></u>	<u><u>\$ 12,719,179</u></u>	<u><u>\$ 6,200,944</u></u>	<u><u>\$ 6,518,235</u></u>	<u><u>48.75%</u></u>



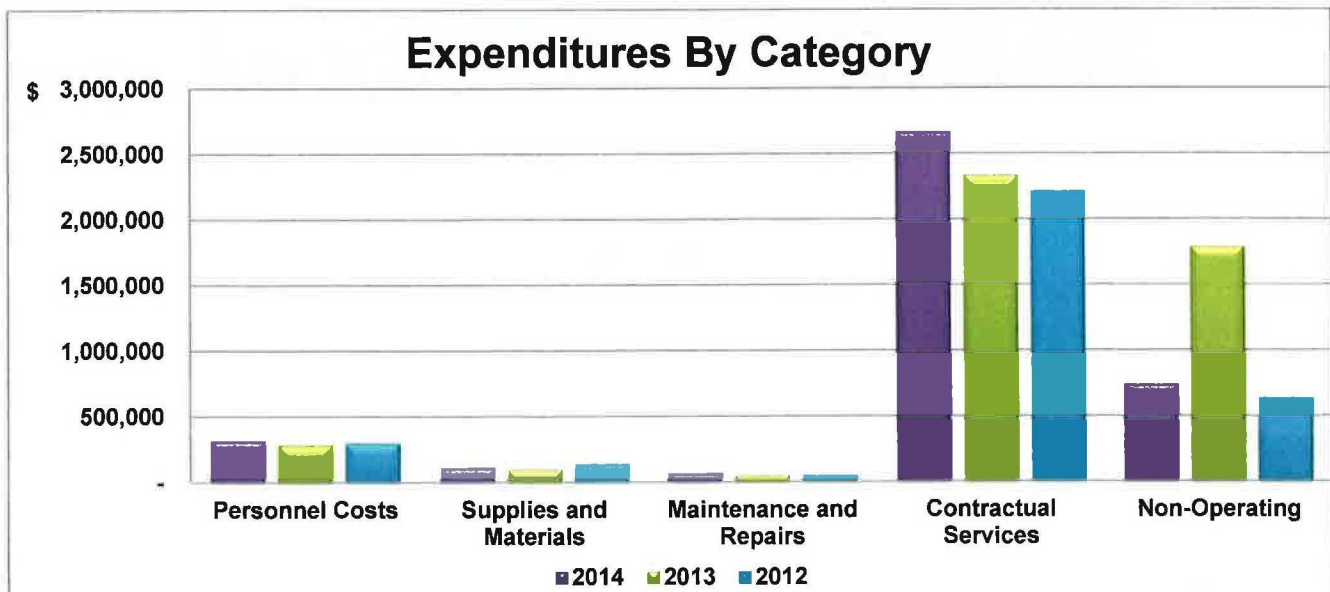
CITY OF SACHSE
GENERAL FUND EXPENDITURES BY CATEGORY
QUARTER ENDED 03/31/2015 - 50% OF YEAR COMPLETE (UNAUDITED)

	FISCAL YEAR	BUDGET	YEAR-TO-DATE	BUDGET REMAINING	% OF BUDGET
Personnel Costs	2015	\$ 9,078,077	\$ 4,498,082	\$ 4,579,995	49.55%
	2014	7,876,666	3,842,379	4,034,287	48.78%
	2013	8,415,736	4,270,004	4,145,732	50.74%
Supplies and Materials	2015	1,392,380	575,330	817,050	41.32%
	2014	1,304,760	551,586	753,174	42.27%
	2013	1,200,729	535,465	665,264	44.60%
Maintenance and Repairs	2015	491,392	308,626	182,766	62.81%
	2014	469,084	180,471	288,613	38.47%
	2013	456,247	174,548	281,699	38.26%
Contractual Services	2015	1,180,977	643,603	537,374	54.50%
	2014	1,115,237	686,823	428,414	61.59%
	2013	1,138,572	646,899	491,673	56.82%
Non-Operating	2015	576,353	175,302	401,051	30.42%
	2014	879,003	416,606	462,397	47.40%
	2013	532,081	267,752	264,329	50.32%
TOTAL EXPENDITURES	2015	12,719,179	6,200,944	6,518,235	48.75%
	2014	11,644,750	5,677,865	5,966,885	48.76%
	2013	\$ 11,743,365	\$ 5,894,667	\$ 5,848,698	50.20%



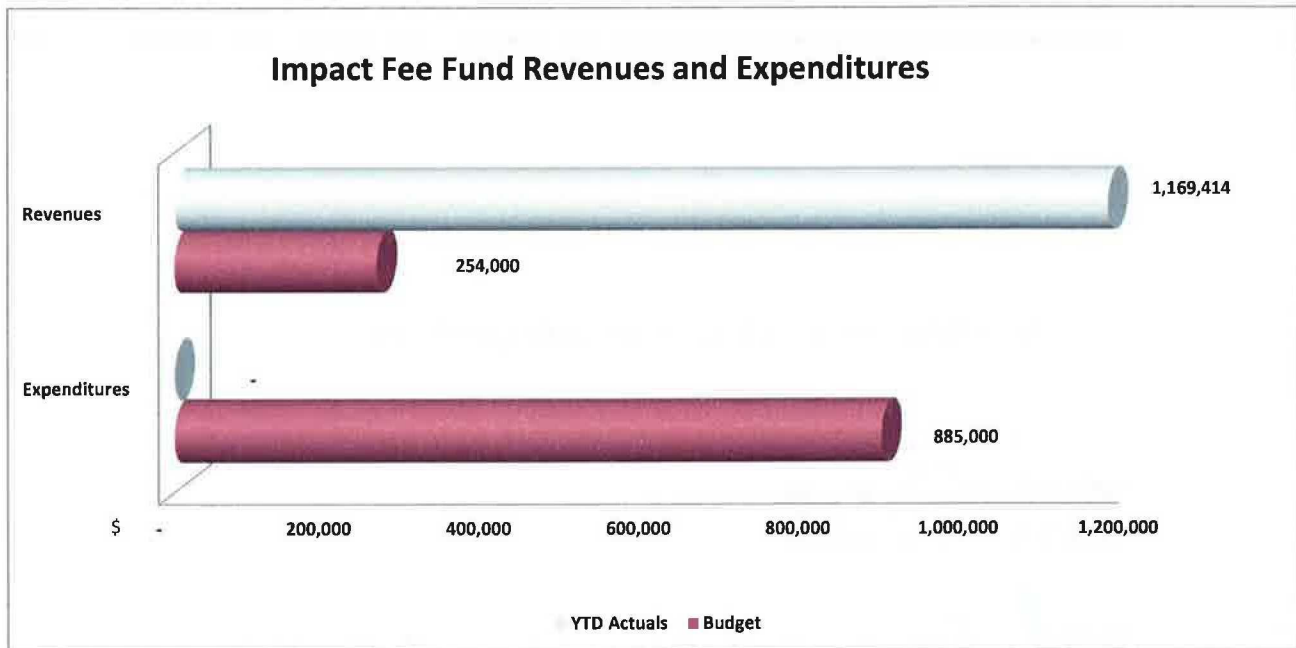
CITY OF SACHSE
UTILITY FUND EXPENDITURES BY CATEGORY
QUARTER ENDED 03/31/2015 - 50% OF YEAR COMPLETE (UNAUDITED)

	FISCAL YEAR	BUDGET	YEAR-TO-DATE	BUDGET REMAINING	% OF BUDGET
Personnel Costs	2015	\$ 659,424	\$ 319,453	\$ 339,971	48.44%
	2014	572,937	287,900	285,037	50.25%
	2013	603,708	303,053	300,655	50.20%
Supplies and Materials	2015	327,747	112,121	215,626	34.21%
	2014	300,838	98,952	201,886	32.89%
	2013	295,907	138,396	157,512	46.77%
Maintenance and Repairs	2015	176,250	68,386	107,864	38.80%
	2014	175,850	47,895	127,955	27.24%
	2013	148,850	51,923	96,927	34.88%
Contractual Services	2015	5,540,717	2,666,754	2,873,963	48.13%
	2014	5,285,342	2,336,768	2,948,574	44.21%
	2013	4,995,092	2,215,214	2,779,878	44.35%
Non-Operating	2015	1,089,985	743,136	346,849	68.18%
	2014	1,057,349	1,788,023	(730,674)	169.10%
	2013	1,087,215	636,517	450,698	58.55%
TOTAL EXPENDITURES	2015	7,794,123	3,909,851	3,884,272	50.16%
	2014	7,392,316	4,559,538	2,832,778	61.68%
	2013	\$ 7,130,772	\$ 3,345,102	\$ 3,785,670	46.91%



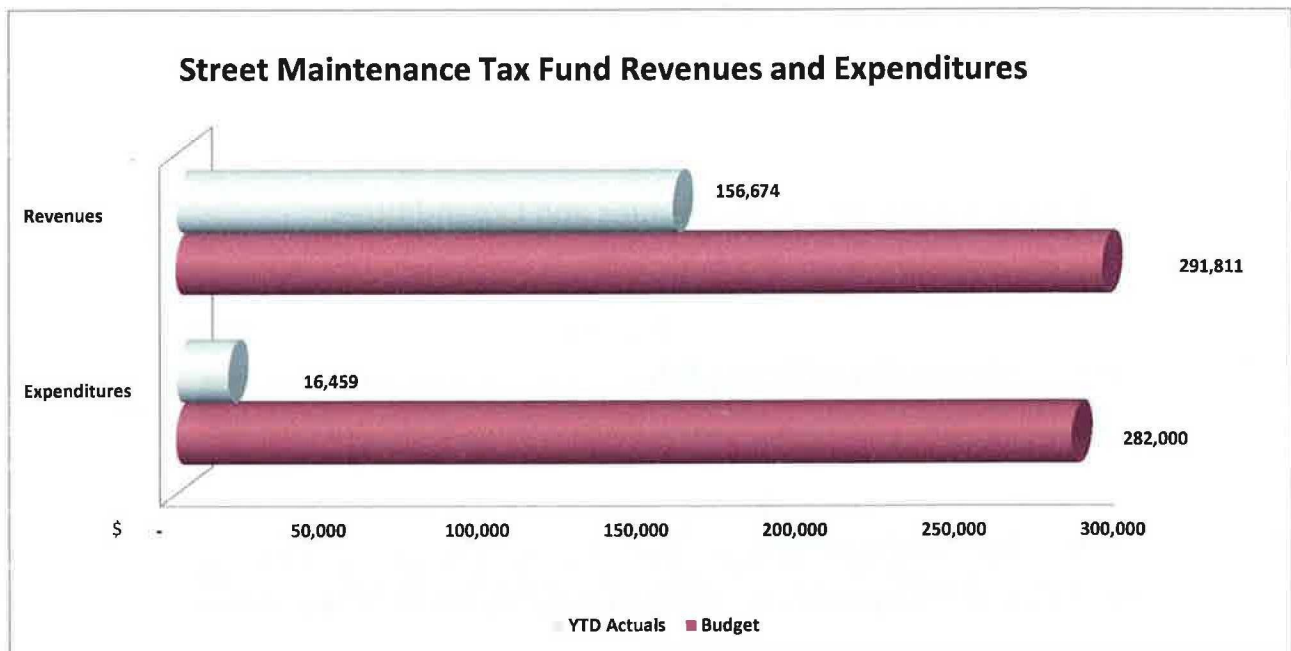
CITY OF SACHSE
IMPACT FEE FUND SUMMARY
QUARTER ENDED 03/31/2015 - 50% OF YEAR COMPLETE (UNAUDITED)

	<u>FY 2014 BUDGET</u>	<u>FY 2014 YEAR- TO-DATE</u>	<u>FY 2015 BUDGET</u>	<u>FY 2015 YEAR- TO-DATE</u>	<u>BUDGET REMAINING</u>	<u>% OF BUDGET</u>
REVENUES						
Total Impact Fees	\$ 238,000	\$ 2,542	\$ 250,000	\$ 1,166,320	\$ (916,320)	466.53%
Other Income	-	3,394	4,000	3,094	906	77.35%
TOTAL REVENUES	<u>\$ 238,000</u>	<u>\$ 5,936</u>	<u>\$ 254,000</u>	<u>\$ 1,169,414</u>	<u>\$ (915,414)</u>	<u>460.40%</u>
EXPENDITURES						
Intergovernmental	\$ 350,000	\$ -	\$ 885,000	\$ -	\$ 885,000	0.00%
TOTAL EXPENDITURES	<u>\$ 350,000</u>	<u>\$ -</u>	<u>\$ 885,000</u>	<u>\$ -</u>	<u>\$ 885,000</u>	<u>0.00%</u>



CITY OF SACHSE
STREET MAINTENANCE TAX FUND
QUARTER ENDED 03/31/2015 - 50% OF YEAR COMPLETE (UNAUDITED)

	<u>FY 2014 BUDGET</u>	<u>FY 2014 YEAR- TO-DATE</u>	<u>FY 2015 BUDGET</u>	<u>FY 2015 YEAR- TO-DATE</u>	<u>BUDGET REMAINING</u>	<u>% OF BUDGET</u>
REVENUES						
Sales Tax	\$ 214,900	\$ 71,490	\$ 291,611	\$ 156,633	\$ 134,978	53.71%
Other Income	500	18	200	42	158	20.81%
TOTAL REVENUES	<u>\$ 215,400</u>	<u>\$ 71,508</u>	<u>\$ 291,811</u>	<u>\$ 156,674</u>	<u>\$ 135,137</u>	<u>53.69%</u>
EXPENDITURES						
Street Maintenance	\$ 210,000	\$ -	\$ 282,000	\$ 16,459	\$ 265,541	5.84%
TOTAL EXPENDITURES	<u>\$ 210,000</u>	<u>\$ -</u>	<u>\$ 282,000</u>	<u>\$ 16,459</u>	<u>\$ 265,541</u>	<u>5.84%</u>



CITY OF SACHSE
CAPITAL PROJECT FUND SUMMARY*
QUARTER ENDED 03/31/2015 - 50% OF YEAR COMPLETE (UNAUDITED)

	<u>PRIOR YEAR EXPENDITURES</u>	<u>FY 2015 YEAR- TO-DATE</u>	<u>PROJECT-TO-DATE</u>
Capital Projects			
Street CIP - Merritt Road	3,130,848	254,184	3,385,032
Ranch Road	55,145	242,457	297,602
SH78 & 5th	1,038,367	39,374	1,077,741
Hudson Drive Extension	355,606	118	355,723
Rosewood Circle	-	118	118
3rd St Sewer Replacement	2,700		2,700
Easement N. of Brookview Crt. Sewer Replacement	1,400		1,400
Firefighter's Park	142,617	2,543	145,159
Lighting Projects	70,038	4,312	74,349
Merritt Rd Realignment	117,922	31,168	149,090
Major Asphalt Repairs	751,685	86,953	838,638
Sachse Quite Zone	20,583	538	21,121
	<u>\$ 5,686,910</u>	<u>\$ 661,763</u>	<u>\$ 6,348,674</u>
Municipal Campus			
Municipal Campus Features	<u>\$ 5,390,152</u>	<u>\$ 83,876</u>	<u>\$ 5,474,028</u>
	<u>\$ 5,390,152</u>	<u>\$ 83,876</u>	<u>\$ 5,474,028</u>
TOTAL EXPENDITURES	<u><u>\$ 11,077,062</u></u>	<u><u>\$ 745,639</u></u>	<u><u>\$ 11,822,701</u></u>

*Includes projects funded by 2006 Bond, RCC, Roadway Impact Fees, and Community Development Block Grant.



Legislation Details (With Text)

File #: 15-2783 **Version:** 1 **Name:** Collin County ILA for Maxwell Creek Road
Type: Agenda Item **Status:** Agenda Ready
File created: 4/24/2015 **In control:** City Council
On agenda: 5/4/2015 **Final action:**
Title: Consider a resolution of the City Council of the City of Sachse, Texas, approving the Interlocal Agreement between the City and Collin County concerning improvements to Maxwell Creek Road from Ranch Road to the north City Limits -- 2007 Bond Project #07-089.

Executive Summary

The completion of Maxwell Creek Road from Ranch Road to the north City Limits is identified in the 2011-2021 Capital Improvement Plan for the City of Sachse, Texas. The project will complete Maxwell Creek Road as a four lane divided roadway from Ranch Road to the north City Limits, and improve mobility in the City of Sachse. This Interlocal Agreement defines the funding responsibility along with the roles and responsibilities of each of the partners in this project, which are Collin County and the City of Sachse.

Sponsors:

Indexes:

Code sections:

Attachments: [Exhibit A - Project Map PDF](#)
[Exhibit B - Resolution 3363 PDF](#)
[Resolution Approving Interlocal with Collin County Re Improvements to Maxwell Creek Road](#)
[51SACHSE Interlocal Agreement with Collin County Re Construction of Maxwell Creek Road PDF](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving the Interlocal Agreement between the City and Collin County concerning improvements to Maxwell Creek Road from Ranch Road to the north City Limits -- 2007 Bond Project #07-089.

Executive Summary

The completion of Maxwell Creek Road from Ranch Road to the north City Limits is identified in the 2011-2021 Capital Improvement Plan for the City of Sachse, Texas. The project will complete Maxwell Creek Road as a four lane divided roadway from Ranch Road to the north City Limits, and improve mobility in the City of Sachse. This Interlocal Agreement defines the funding responsibility along with the roles and responsibilities of each of the partners in this project, which are Collin County and the City of Sachse.

Background

Maxwell Creek Road currently exists as a four lane divided roadway in Wylie, and a two lane roadway in Sachse (see Exhibit A Project Map). The completion of the unbuilt lanes of Maxwell Creek Road from Ranch Road to the north City Limits is shown on the Master

Thoroughfare Plan for the City of Sachse.

The completion of Maxwell Creek Road will improve mobility for the residents of Sachse located in Collin County to travel to and from homes, schools, and local businesses. The project is listed in the City of Sachse 2011-2021 Capital Improvement Plan. Collin County has approved funding in the amount \$588,000.00 using discretionary bond funds for the completion of Ranch Road.

Previously, Collin County had a budget of \$865,000.00 in discretionary bond funding for the project. However, as requested in Sachse Resolution 3363, dated March 5, 2012 (see Exhibit B, Resolution 3363), \$277,000.00 was transferred to the Woodbridge Parkway construction project.

The section of Maxwell Creek Road from Ranch Road to Keith Lane is currently being constructed with the development of Phase 19 of Woodbridge, and will be completed later this year. The City Council approved a facilities agreement with the Developer that included this project at the November 3, 2014 City Council Meeting.

The remaining section of Maxwell Creek Road to be constructed is from Keith Lane to the north City Limits. It is anticipated that funding for engineering design of this section will be included in the 2015-2016 annual update to the Capital Improvement Plan as a part of the Fiscal Year Budget for the City. The City is working with one adjacent property owner to obtain the necessary right-of-way for the project. Construction will commence upon completion of the engineering plans and the availability of funding in a future Fiscal Year Budget.

Policy Considerations

The City of Sachse took the lead to draft an Interlocal Agreement (ILA) between Collin County and the City of Sachse which defines the funding responsibility of each partner along with the roles and responsibilities of each partner (see attached Exhibit B). The ILA has been reviewed by the staff and legal team of the City of Sachse and Collin County.

The project is planned to be constructed following the completion of construction documents, obtaining the necessary public right-of-way, and completing a publicly advertised bid process for the construction of the project.

Budgetary Considerations

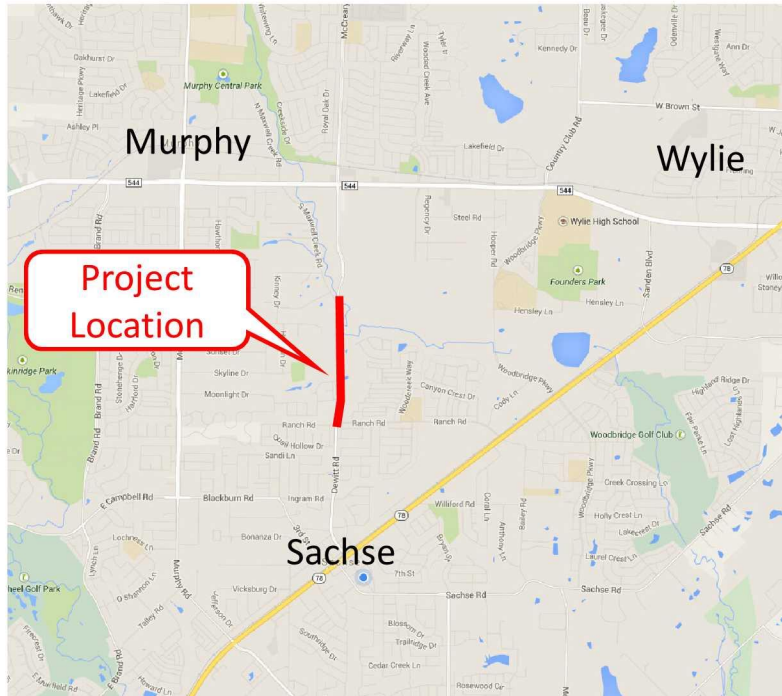
The cost of the completion of Maxwell Creek Road from Ranch Road to the north City Limits was estimated to be \$2,200,000.00 in the Fiscal Year 2014-15 Capital Improvement Plan. The Developer of Woodbridge 19 is currently constructing Maxwell Creek from Ranch Road to Keith Lane. Through a Facilities Agreement, the City of Sachse shall reimburse the Developer for the portion of Maxwell Creek Road from Ranch Road to Fire Station #2. The remaining portion of the road, from Keith Lane to the north City Limits, will receive funding from the City of Sachse and Collin County for design and construction. The estimated cost of construction for the portion of Maxwell Creek Road from Keith Lane to the north City Limit is

\$1,500,000.00. Collin County is committing \$588,000.00 to the project. Therefore, the City of Sachse will provide funding for the remaining cost of the project, which is estimated to be \$912,000.00. The City funding source for construction will be identified in a future FY Annual Budget.

Staff Recommendations

Staff recommends the City Council approve a resolution of the City Council of the City of Sachse, Texas, approving the Interlocal Agreement between the City and Collin County concerning improvements to Maxwell Creek Road from Ranch Road to the north City Limits -- 2007 Bond Project #07-089, as a Consent Agenda Item.

CIP Project R-12-04 Maxwell Creek Road



**Project
Location**

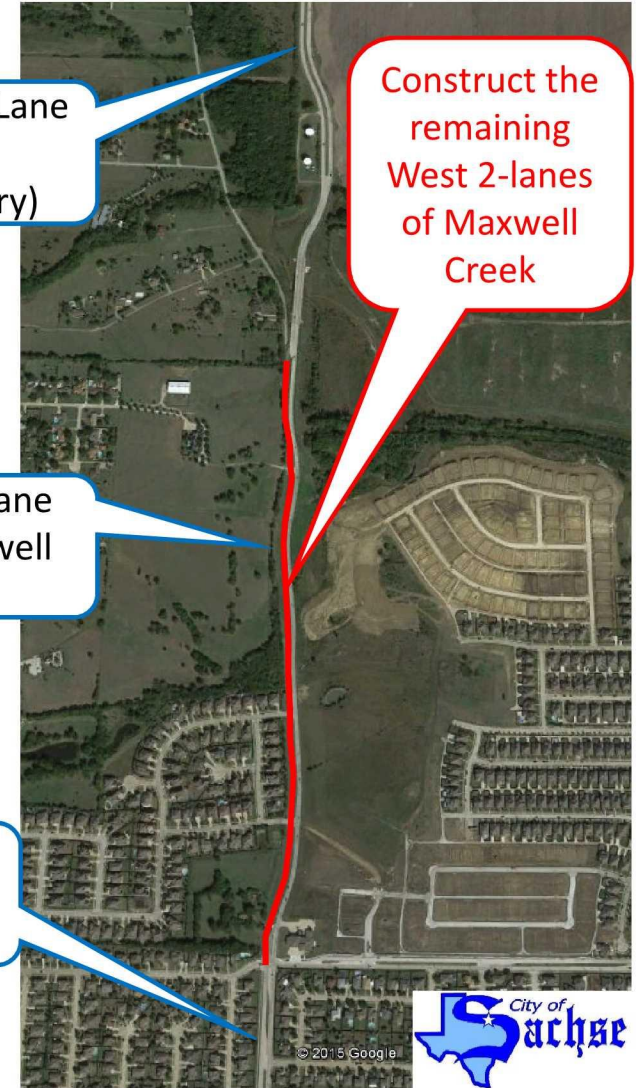
The Maxwell Creek Road project will complete the west ½ of Maxwell Creek Road from the City limits of Sachse/Murphy/Wylie to Ranch Road in Sachse. Currently, this corridor is a 4-lane road to the north (McCreary Road in Murphy/Wylie) and a 4-lane road to the south (Dewitt Road in Sachse). The updated project budget for the entire project is \$2,200,000.00. Per the 2012/2013 cost estimate, the City of Sachse is respectfully requesting participation from Collin County at the sum of \$588,000.00. The City of Sachse will manage and deliver the design and construction of the project.

**Existing 4-Lane
Road
(McCreary)**

**Existing 2-Lane
Road (Maxwell
Creek)**

**Existing 4-Lane
Road (Dewitt)**

**Construct the
remaining
West 2-lanes
of Maxwell
Creek**



RESOLUTION NO 3363

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, REQUESTING DISCRETIONARY FUNDS FROM COLLIN COUNTY FOR THE DESIGN AND CONSTRUCTION OF WOODBRIDGE PARKWAY FROM HENSLEY LANE TO STATE HIGHWAY 78, AND PROVING AN EFFECTIVE DATE.

WHEREAS, Woodbridge Parkway serves as a major north-south thoroughfare for the Cities of Sachse and Wylie, and

WHEREAS, the construction of Woodbridge Parkway is shown on the City of Sachse Thoroughfare Plan and included in the 10-year Thoroughfare Capital Improvements Plan, and

WHEREAS, the construction of the roadway will provide economic impact to the City of Sachse and provide development opportunity along the roadway, and

WHEREAS, the construction of the roadway will provide a direct connection between SH 78 and FM 544, and

WHEREAS, the construction of the roadway will provide a direct route to Draper Intermediate and Cooper Junior High School for the attendance area located in the City of Sachse for the Wylie Independent School District; and

WHEREAS, the total project cost for Woodbridge Parkway from SH 78 to Hensley Lane is projected to be \$8.5 million, and

WHEREAS, \$865,000 was included in the 2007 Collin County Bond Program for the widening of Maxwell Creek Road, and

WHEREAS, \$277,000 in 2007 Collin County Bond funds may be transferred from Maxwell Creek Road to the bridge on Woodbridge Parkway to cover Sachse's financial obligation, and

WHEREAS, funds have been placed in escrow to deliver a portion of the Woodbridge Parkway extension in the City of Sachse excluding of the bridge estimated to cost \$1.87 million,

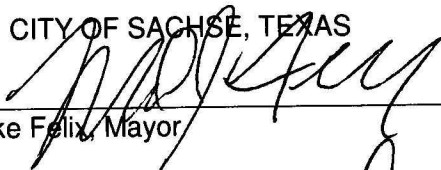
WHEREAS, funds have been placed in escrow to deliver a portion of the Woodbridge extension in the City of Sachse excluding the bridge estimated to cost \$1.87 million,

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

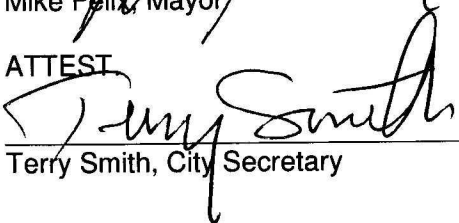
SECTION 1 The City Council requests that Collin County commit funds for the design and construction of Woodbridge Parkway not to exceed 50% of the total project cost or \$4.25 million and further authorizing the County to transfer \$277,000 from the 2007 Collin County Bond funds for Maxwell Creek Road to the Woodbridge Parkway bridge with such amount being applied towards Sachse's financial obligations towards such Project.

SECTION 2 This Resolution shall take effect immediately from and after its passage

RESOLVED this 5th day of March, 2012 CITY OF SACHSE, TEXAS


Mike Felix, Mayor

ATTEST


Terry Smith, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY AND COLLIN COUNTY CONCERNING IMPROVEMENTS TO MAXWELL CREEK ROAD FROM RANCH ROAD TO THE NORTH CITY LIMITS -- 2007 BOND PROJECT #07-089; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the responsibility of the City of Sachse to provide its citizens with safe highways and roadways; and

WHEREAS, Chapter 791 of the Texas Government Code (“Interlocal Cooperation Act”) and Chapter 251 of the Texas Transportation Code (“General County Authority Relating to Roads and Bridges”) provide authorization for local governments to contract amongst themselves for the performance of governmental functions; and

WHEREAS, the City Council of the City of Sachse, Texas, has been presented a proposed Interlocal Agreement between Collin County and the City of Sachse Concerning Improvements to Maxwell Creek Road from Ranch Road to the North City Limits – 2007 Bond Project #07-089 (the “Agreement”) for the City to arrange for improvements to Maxwell Creek Road from Ranch Road to the North City Limits (the “Project”); and

WHEREAS, Collin County has agreed to fund one-half of the total Project in an amount not to exceed \$588,000;

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

SECTION 1. That the City Manager is hereby authorized to execute the Agreement, attached hereto as Exhibit “A,” with Collin County for the Project which Collin County has agreed to fund one-half of the total cost of the Project not to exceed \$588,000.

SECTION 2. That this Resolution shall take effect immediately upon its passage.

DULY PASSED by the City Council of the City of Sachse, Texas, on the _____ day of _____, 2015.

APPROVED:

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

EXHIBIT “A”

**Interlocal Agreement between Collin County and the City of Sachse Concerning
Improvements to Maxwell Creek Road from Ranch Road to the North City Limits
2007 Bond Project #07-089**

**INTERLOCAL AGREEMENT
BETWEEN COLLIN COUNTY AND THE CITY OF SACHSE
CONCERNING THE CONSTRUCTION OF MAXWELL CREEK ROAD FROM
RANCH ROAD TO NORTH CITY LIMITS
2007 BOND PROJECT # 07-089**

WHEREAS, the County of Collin, Texas (“County”) and the City of Sachse, Texas (“City”) desire to enter into an agreement concerning the construction of improvements to Maxwell Creek Road from Ranch Road to the North City Limit (the “Project”) in Sachse, Collin County, Texas; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City and County have determined that the improvements may be constructed most economically by implementing this agreement.

NOW, THEREFORE, this agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

WITNESSETH:

ARTICLE I.

The City shall arrange to construct improvements to Maxwell Creek Road from Ranch Road to the north City Limit, hereinafter called the “Project”. The Construction improvements include: construction of two lanes of concrete roadway in two locations, including sidewalks and storm drainage improvements, to complete Maxwell Creek Road as a 4-lane divided minor arterial roadway. All improvements shall be designed to meet or exceed the current Collin County design standards and shall be constructed in accordance with the plans and specifications approved by City.

ARTICLE II.

The City shall prepare plans and specifications for the improvements, accept bids and award a contract to construct the improvements and administer the construction contract. In all such activities, the City shall comply with all state statutory requirements. The City shall provide the County with a copy of the executed construction contract(s) for the Project.

ARTICLE III.

The City shall also acquire approximately 1.0 acres of real property in the vicinity of the improvements for use as right-of-way.

ARTICLE IV.

The City estimates the total actual cost of the project to be \$2,200,000.00. The County agrees to fund a portion of the total cost to construct the improvements in an amount not to exceed \$588,000.00. The County shall remit this amount, \$588,000 to the City within thirty (30) days after the City issues a Notice to proceed to the lowest responsible bidder and the City requests payment or upon the availability of bond funds for this Project, whichever occurs later. At the completion of the Project, the City shall provide to the County a final accounting of expenditures for the Project, in a form satisfactory to the County, which demonstrates that County participation in project costs has not exceeded 50%. The Commissioners Court may revise this payment schedule based on the progress of the Project. The "total cost of the Project" shall include land acquisition, engineering, construction, inspection, testing, street lighting, and construction administration costs including contingencies.

ARTICLE V.

The County's participation in the Project shall not exceed \$588,000.

ARTICLE VI.

The City shall prepare for the County an itemized statement specifying Project costs that have been incurred to date and submit detailed Project cost and progress reports every thirty (30) days until Project completion.

ARTICLE VII.

The City and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

ARTICLE VIII.

INDEMNIFICATION. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

ARTICLE IX.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this agreement. The parties agree that this agreement is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

ARTICLE X.

SEVERABILITY. The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provision had never been included.

ARTICLE XI.

ENTIRE AGREEMENT. This agreement embodies the entire agreement between the parties and may only be modified in a writing executed by both parties.

ARTICLE XII.

SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this agreement without the written consent of the other party.

ARTICLE XIII.

IMMUNITY. It is expressly understood and agreed that, in the execution of this agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this agreement shall not create any rights in parties not signatories hereto.

ARTICLE XIV.

TERM. This agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project. This agreement shall automatically renew annually during this period.

(signature page to follow)

APPROVED AS TO FORM:

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

ATTEST:

By: _____
Name: Terry Smith
Title: City Secretary
Date: _____

APPROVED AS TO FORM:

By: _____
Name: Joe G. Gorfida, Jr.
Title: City Attorney
Date: _____

COUNTY OF COLLIN, TEXAS

By: _____
Name: _____
Title: County Judge
Date: _____
Executed on this _____ day of _____,
2015, by the County of Collin,
pursuant to Commissioners' Court
Order No. _____.

CITY OF SACHSE, TEXAS

By: _____
Name: Alan Dickerson
Title: Interim City Manager
Date: _____
Executed on behalf of the City of
Sachse pursuant to City Council
Resolution No. _____



Legislation Details (With Text)

File #:	15-2782	Version:	1	Name:	Recognition of service to the for City for Mr. Warren Becker.
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	4/23/2015	In control:		In control:	City Council
On agenda:	5/4/2015	Final action:		Final action:	
Title:	Recognition of service to the City for Mr. Warren Becker.				

Executive Summary

Mr. Becker has resigned his seat on the Planning & Zoning Commission, and this item is to recognize his service to the City.

Sponsors:

Indexes:

Code sections:

Attachments: [Warren Becker Certificate.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Recognition of service to the City for Mr. Warren Becker.

Executive Summary

Mr. Becker has resigned his seat on the Planning & Zoning Commission, and this item is to recognize his service to the City.

Background

Mr. Becker has served recently on the Planning & Zoning Commission and has resigned his position. He will be in attendance tonight.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Recognition of service to the City for Mr. Warren Becker.



CERTIFICATE OF APPRECIATION

IN THE NAME AND BY THE AUTHORITY

OF THE CITY OF SACHSE, TEXAS

is presented to

Warren Becker

In grateful recognition of Outstanding
Public Service faithfully rendered to the
City of Sachse

Planning & Zoning Commission

2008 – 2015

State Highway Plan Advisory Committee

2014-2015

Board of Adjustments

2006-2008

PRESENTED BY:

MAYOR, CITY COUNCIL AND STAFF

OF THE CITY OF SACHSE, TEXAS

MAY 4, 2015



Legislation Details (With Text)

File #: 15-2781 **Version:** 1 **Name:** Proclamation recognizing the Sachse High School Girls Soccer Team successful season.
Type: Agenda Item **Status:** Agenda Ready
File created: 4/23/2015 **In control:** City Council
On agenda: 5/4/2015 **Final action:**
Title: Proclamation recognizing the Sachse High School Girls Soccer Team successful season.

Executive Summary
Sachse High School Girls Soccer team was a regional finalist.

Sponsors:

Indexes:

Code sections:

Attachments: [SHS Girls Soccer.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Proclamation recognizing the Sachse High School Girls Soccer Team successful season.

Executive Summary

Sachse High School Girls Soccer team was a regional finalist.

Background

The Sachse High School Girls Soccer Team made it to the regional semi-finals. This proclamation is to recognize their achievement. Councilman Adams requested this action.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Mayor Felix present the proclamation recognizing the Sachse High School Girls Soccer Team successful season.

PROCLAMATION

WHEREAS, the citizens of Sachse take great pride in the academic and extracurricular activities of our students; and

WHEREAS, Sachse High School has a 25 member girls varsity soccer squad; and

WHEREAS, the Sachse team had a season record of 19 victories and 3 defeats and 2 ties and had 12 wins and 2 defeats in district; and

WHEREAS, the Lady Mustang Soccer Squad was successful as District Champion and a Region II Tournament Semi-Finalist, under the guidance of Coach Kristen Campbell; and

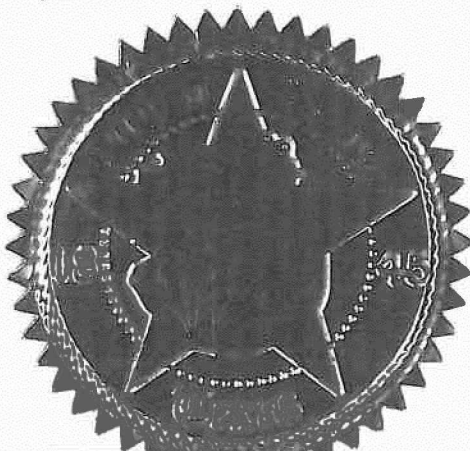
WHEREAS, the Sachse High School varsity soccer team was well represented Katie Hixson, Brianne Phillips, Caitlyn McDonald, Katelyn Eggleston, Haley Endres, Grace Defoor, Alyssa Guzman, Ariana McCoy, Sabrian Reyes, Jordie Harr, Kirsten Siragusa, Nicolle Plietez, Kayla McKeon, Cyera Hintzen, Courtney Hernandez, Kasey Sorbers, Abby Westin, Kenaniah Johnson, Ally Warren, Heather Hansen, Ashley Sheely, Meagan Denn, Emily Brown, Sam Upton, Gabi Garcia, Assistant Coach Tyler Johnson, Trainer Silvia Hausknecht, student trainer Brooke Doyle, Trivett Jones and Managers Delaney Fittz, Brielle Mason, Alyssa Nickell, J'Lynn Stone and Grayson Paul.

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

May 4, 2015 as "Sachse High School Girls Varsity Soccer Team Day" in the City of Sachse

and urge all citizens to congratulate team members on their achievements.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 4th day of May, 2015.



Mike J. Felix
Mayor



Legislation Details (With Text)

File #: 15-2767 **Version:** 1 **Name:** Recognize Hudson Middle School student.
Type: Agenda Item **Status:** Agenda Ready
File created: 4/9/2015 **In control:** City Council
On agenda: 5/4/2015 **Final action:**
Title: Recognize Hudson Middle School student for Art Achievement.

Executive Summary

Eliomanuel Escamilla is a 13 year old, 7th grade student at Hudson Middle School and his peace poster won 1st place in district and state competition from the Texas Lions Club.

Sponsors:

Indexes:

Code sections:

Attachments: [Art Student.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Recognize Hudson Middle School student for Art Achievement.

Executive Summary

Eliomanuel Escamilla is a 13 year old, 7th grade student at Hudson Middle School and his peace poster won 1st place in district and state competition from the Texas Lions Club.

Background

Seventh grade Hudson Middle School Art Student Eliomanuel Escamilla has won the 1st place prize in the district and state Texas Lions Club art competition for his peace poster. In February, his poster was entered in international competition. His parents are Jose and Lorena Escamilla. Maria Lucero of the Sachse Lions Club was his sponsor and has requested this recognition.

Policy Considerations

None.

Budgetary Considerations

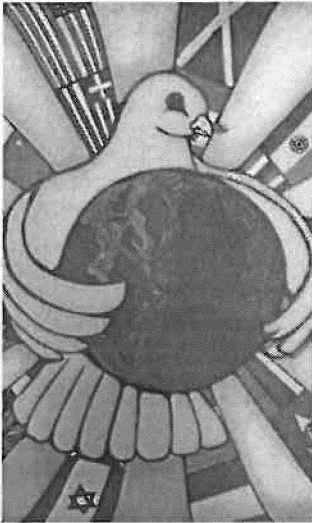
None.

Staff Recommendations

Recognition of the Hudson Middle School Art Student Eliomanuel Escamilla.

Did You Know?

Something Special Happened



Last Saturday at our 2-X1 Mid Winter Conference young Elimanuel Escamilla, a 13 year old 7th grader from Hudson Middle School, received the 2-X1 District 1st place Peace Poster Award which also won the Texas State completion and has moved on to compete Internationally at LCI. When DG Lion Ken asked if he wanted to say something to us here is what he said.



Elimanuel Escamilla (L), Lion Karen Murray (C) and Lion DG Ken Gleason (R)

1st Place and State Winner

"This is a great honor. Receiving this award was something I never imagined, but it happened. I would

first like to thank God the one who gave me the talent and made this all possible. I want to thank both of my parents, my mom who has to put up with me and my dad who never gave up on me and of course my sister. Thanks to my art teacher, Mr. Sanders and all of the people who organized this event and made it all possible. My drawing was inspired by someone who gives peace, not the kind of peace that only lasts a couple of hours, but a peace that lasts all eternity. A peace that nothing in this world can give, a peace that calms down the hearts, that changes the bad to good and a peace that has the power to change it all. These kinds of activities remind us all that we need to change, and that the change begins with ourselves. Thank you all for this amazing opportunity that you all have given me. Thank you God bless you".

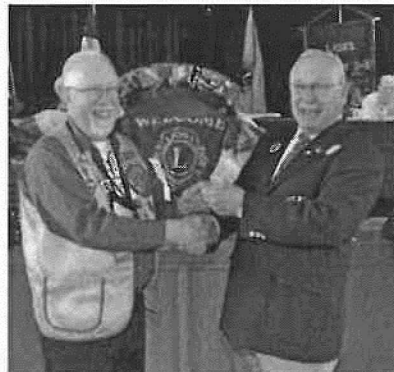
We all heard something special that day. Thank you Elimanuel for your thoughts.

Other Awards

100% Zone Chair Award



Lion Bill Smothermon



Lion Fred Conger
Zone 1



Lion Henry White
Zone 9

* Not in attendance: Skip Johnson – Zone 6



Legislation Details (With Text)

File #:	15-2786	Version:	1	Name:	CD - Estates of Pleasant Valley PD CC
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	4/27/2015	In control:		In control:	City Council
On agenda:	5/4/2015	Final action:		Final action:	
Title:	Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending the Comprehensive Zoning Ordinance and Map, as heretofore amended; to grant a change of zoning from an Agricultural District (AG) to a Planned Development District (PD) on an approximately 96.80-acre tract of land, more particularly described in Exhibit "A" as 96.80 acres out of the Thomas Goodwin Survey, Abstract 502, and located on the northeast corner of Pleasant Valley Road and Ben Road, City of Sachse, Dallas County, Texas; providing for the approval of the Zoning Exhibit attached as Exhibit "B"; providing for the approval of Development Standards attached as Exhibit "C"; providing for the approval of the Zoning Concept Plan approved as Exhibit "D".				

Executive Summary

The applicant is requesting to rezone the subject property from its existing Agricultural zoning district to a Planned Development zoning district. The proposed Planned Development would be comprised of single-family residential lots with typical lot sizes of one acre.

Sponsors:

Indexes:

Code sections:

Attachments: [CD -Estates of Pleasant Valley presentation.pdf](#)
[CD -Estates of PV Exhibit A.pdf](#)
[CD -Estates of PV Exhibit B.pdf](#)
[CD -Estates of PV Exhibit C.pdf](#)
[CD -Estates of PV Exhibit D.pdf](#)
[CD -Estates of PV Ordinance.pdf](#)
[CD -Estates of PV -Attachment 1.pdf](#)
[CD -Estates of PV -Attachment 2.pdf](#)
[CD - Estates of PV - Attachment 3.pdf](#)
[CD -Estates of PV Attachment 4.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending the Comprehensive Zoning Ordinance and Map, as heretofore amended; to grant a change of zoning from an Agricultural District (AG) to a Planned Development District (PD) on an approximately 96.80-acre tract of land, more particularly described in Exhibit "A" as 96.80 acres out of the Thomas Goodwin Survey, Abstract 502, and located on the northeast corner of Pleasant Valley Road and Ben Road, City of Sachse, Dallas County, Texas; providing for the approval of the Zoning Exhibit attached as Exhibit "B"; providing for the approval of Development Standards attached as Exhibit "C"; providing for the approval of the Zoning

Concept Plan approved as Exhibit “D”.

Executive Summary

The applicant is requesting to rezone the subject property from its existing Agricultural zoning district to a Planned Development zoning district. The proposed Planned Development would be comprised of single-family residential lots with typical lot sizes of one acre.

Background

The 96.80-acre subject property is located at the northeast corner of Pleasant Valley Road and Ben Road and retains a current zoning designation of Agricultural (AG) district. (See Attachment 1 - Aerial Location Map and Attachment 2 - Zoning Identification Map). The applicant is requesting to rezone the subject property to a Planned Development (PD) zoning district.

The development/land uses adjacent to the subject property are as follows:

- North: Agricultural uses and vacant.
- South: Undeveloped property owned by Garland Independent School District and the Muddy Creek Preserve Nature Trails.
- East: Existing homesteads and agricultural uses.
- West: Existing homesteads.

The Future Land Use designation for the subject property is Rural Residential (See Attachment 3 for a copy of the Future Land Use Plan). The Comprehensive Plan describes Rural Residential as “rural, larger lot neighborhoods”. The single-family residential uses associated with the proposed Planned Development rezoning request contains 66 lots that will be one acre or greater in size. One-acre lots are consistent with the Future Land Use Plan for this area of the city.

The current zoning designation of Agricultural (AG) allows for the development of one acre lots for single family development by right. The applicant however is requesting modifications to the subdivision design requirements for the project. These proposed design modifications require that the project be processed as a Planned Development request. The applicant is seeking to modify the requirement for the road construction to allow for a more rural street design than what is typically installed within our newer subdivision. This design is outlined on the zoning concept plan attached as Exhibit D. The biggest difference being the narrower pavement width and no curb or gutter system to account for the reduced traffic volumes and storm water runoff coming from such a low density project. This design is consistent with other projects here in Sachse with larger lots and those projects found throughout the metroplex.

Policy Considerations

The zoning request is to rezone the subject property from its existing Agricultural (AG) zoning designation to a Planned Development (PD) zoning designation. The proposed Planned Development would be comprised of single-family residential lots and associated Homeowner's Association lots.

The Development Standards (Exhibit C) and the Zoning Concept Plan (Exhibit D) indicate that a maximum of 66 single-family residential units would be permitted pursuant to the Planned Development Regulations. The applicant is also imposing additional architectural standards that either meet or exceed the requirements of the zoning ordinance for single family construction within the Planned Development Standards (Exhibit C).

Lot Dimensional Standards (All items meet or exceed those of the AG district for single family home construction):

1. Minimum lot area: 43,560 square feet.
2. Minimum lot width: 150'. On cul-de-sacs and/or elbows, the minimum lot width at the street right-of-way shall be 60'.
3. Minimum lot depth: 150'. On cul-de-sacs and/or elbows, the minimum lot depth shall be 125'.
4. Minimum front yard: 50'. Front build lines to be staggered with alternating 50' & 55' setbacks.
5. Minimum side yard: 25'.
6. Minimum rear yard: 30' for the primary structure, 20' rear setback for accessory buildings.
7. Minimum dwelling area: 3,000 sq. ft.
8. Maximum lot coverage: 30%, inclusive of all structures.
9. Maximum height: 2 1/2 stories or 35' with the maximum height determined with Sachse's methods and standards.
10. A minimum of 2 off-street parking spaces shall be provided on each single family lot.

The main access proposed to the site will be via two entrances on Pleasant Valley Road, access along Ben Road is not proposed for the project. In the future, Country Club Drive will be extended south from Sachse Road, which will also provide another access point to the subject property.

Public Notification

Notice of this public hearing was mailed to the property owner and all other property

owners within 1,000 feet of the subject property, as indicated by the most recently approved municipal tax roll and as required by Texas Local Government Code and the City of Sachse Code of Ordinances. As of Tuesday April 27, 2015, 9 responses were returned, 4 in favor and 5 opposed to the zoning request. See Attachment 4 for returned responses.

In summary, due to the fact that the proposed zoning request is consistent with the Future Land Use category of Rural Residential and the proposed street design is in line with that development type and density of housing, staff is recommending approval of this request.

The Planning and Zoning Commission recommended approval of the request with a 6-0 vote at their March 9th meeting.

Budgetary Considerations

None.

Staff Recommendations

Staff recommends approval of an Ordinance of the City of Sachse, Texas, amending the Comprehensive Zoning Ordinance and Map, as heretofore amended; to grant a change of zoning from an Agricultural District (AG) to a Planned Development District (PD) on an approximately 96.80-acre tract of land, more particularly described in Exhibit "A" as 96.80 acres out of the Thomas Goodwin Survey, Abstract 502 and located on the northeast corner of Pleasant Valley Road and Ben Road, City of Sachse, Dallas County, Texas; providing for the approval of the Zoning Exhibit attached as Exhibit "B"; providing for the approval of Development Standards attached as Exhibit "C"; providing for the approval of the Zoning Concept Plan approved as Exhibit "D".



CITY COUNCIL

MAY 4, 2015

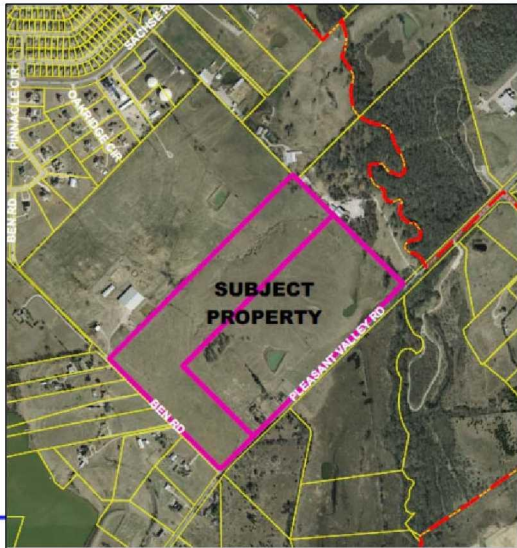
REQUEST

Consider an Ordinance of the City of Sachse, Texas, amending the Comprehensive Zoning Ordinance and Map, as heretofore amended; to grant a change of zoning from an Agricultural District (AG) to a Planned Development District (PD) on an approximately 96.80-acre tract of land.



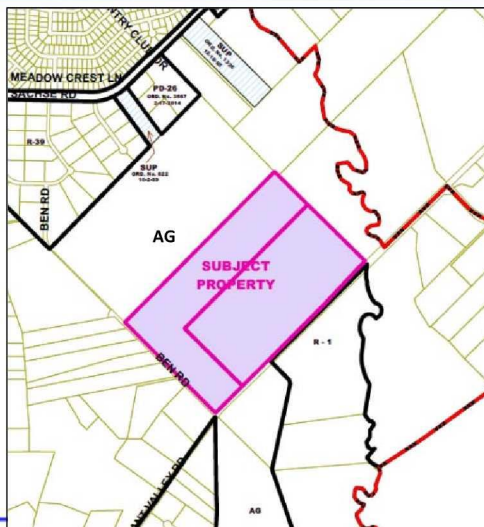
BACKGROUND

AERIAL LOCATION MAP



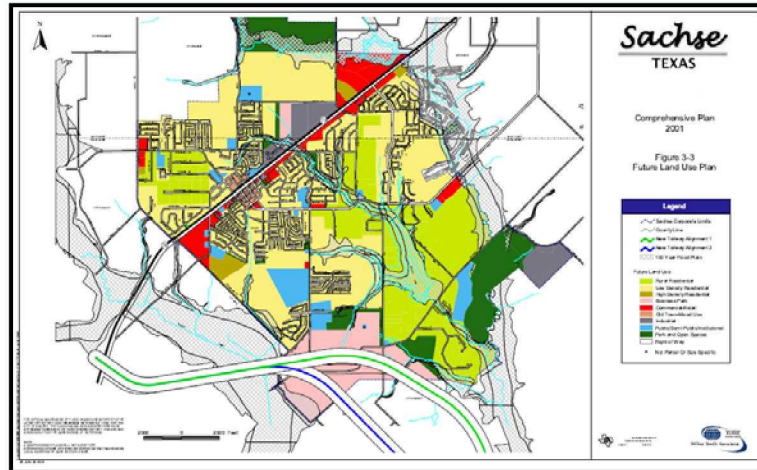
BACKGROUND

ZONING MAP



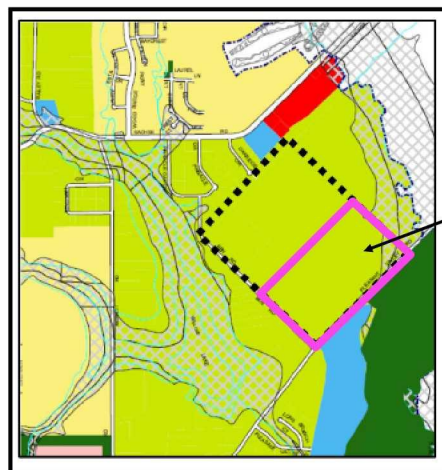
BACKGROUND

FUTURE LAND USE MAP



BACKGROUND

FUTURE LAND USE MAP



Subject Property



BACKGROUND

SITE INFORMATION

- Site Area: 96.80 acres
- Existing Future Land Use designation: Rural Residential
- Proposed Land Use: Rural Residential (min. one acre lots)
- Existing Zoning designation: Agricultural
- Proposed Zoning designation: Planned Development for Single Family Uses (66 lots).



POLICY CONSIDERATIONS

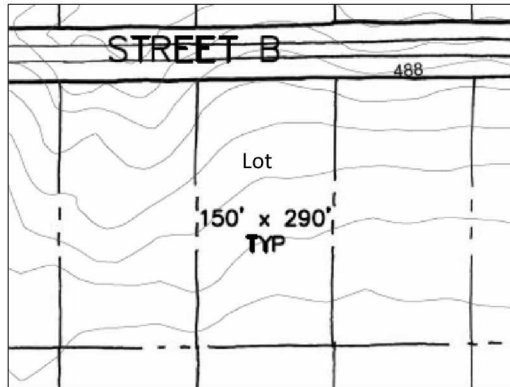
DEVELOPMENT PLAN



POLICY CONSIDERATIONS

TYPICAL LOT SIZES

- ❑ One acre or greater (43,560 square feet): 66 lots



POLICY CONSIDERATIONS

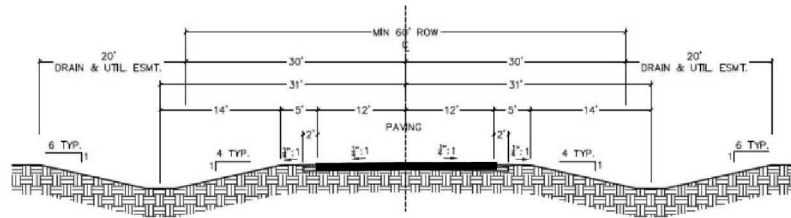
DEVELOPMENT STANDARDS

- Lot area: 1 acre (43,560 square feet).
- Lot width: 150'. Cul-de-sacs and/or elbows 60'.
- Lot depth: 150'. On cul-de-sacs and/or elbows 125'.
- Front yard: 50' or 55'. Front build lines to be staggered
Minimum side yard: 25'.
- Rear yard: 30' for the primary structure, 20' rear setback for accessory buildings.
- Dwelling area: 3,000 sq. ft.
- Maximum lot coverage: 30%, inclusive of all structures.
- Maximum height: 2 1/2 stories or 35'



POLICY CONSIDERATIONS

RURAL ROAD DESIGN

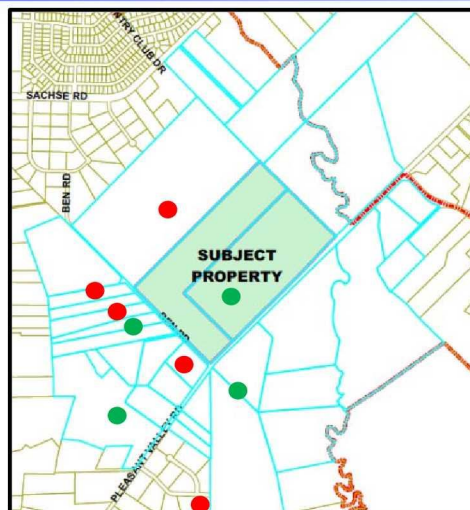


TYPICAL PAVEMENT SECTION
ESTATE RESIDENTIAL (CONCRETE) STREET
N.T.S.



PUBLIC NOTIFICATION

MAP (1,000-FT OPPOSED)



- 28 Property Owners within 1,000-feet notified (as of 4/27/15)
 - 4 – in favor
 - 5 - opposed



STAFF RECOMMENDATION

Planning and Zoning Commission recommended approval of the request with a 6-0 vote.

Staff recommends approval of the zoning request.



EXHIBIT A

LEGAL DESCRIPTION

BEING a tract of land located in the City of Sachse, Dallas County, Texas, a part of the Thomas Goodwin Survey, Abstract Number 502, and being a part of a called 97.5 acre tract of land described in a warranty deed to G.W. Buhler and Edward Buhler as recorded in Volume 3314, Page 604, Dallas County Deed Records, and being all of a called 45.32 acre tract of land described in a special warranty deed to Judy Kay Cook, Joann Dixon and Kathy Johnson as recorded in Volume 2000054, Page 1132, Dallas County Deed Records, and being further described as follows:

BEGINNING at the south corner of said 45.32 acre tract of land, said point being the intersection of the center of Ben Road with the center of Pleasant Valley Road;

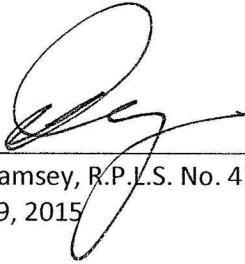
THENCE North 45 degrees 16 minutes 00 seconds West, 1584.70 feet along the center of Ben Road to the west corner of said 45.32 acre tract of land;

THENCE North 44 degrees 39 minutes 19 seconds East, 2639.91 feet to the north corner of said 45.32 acre tract of land;

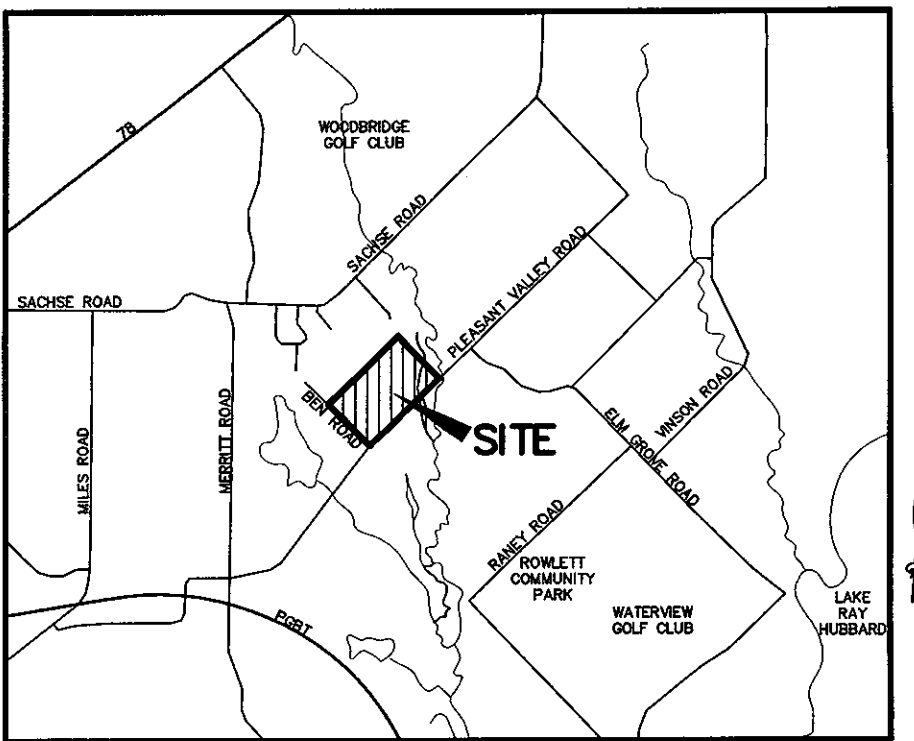
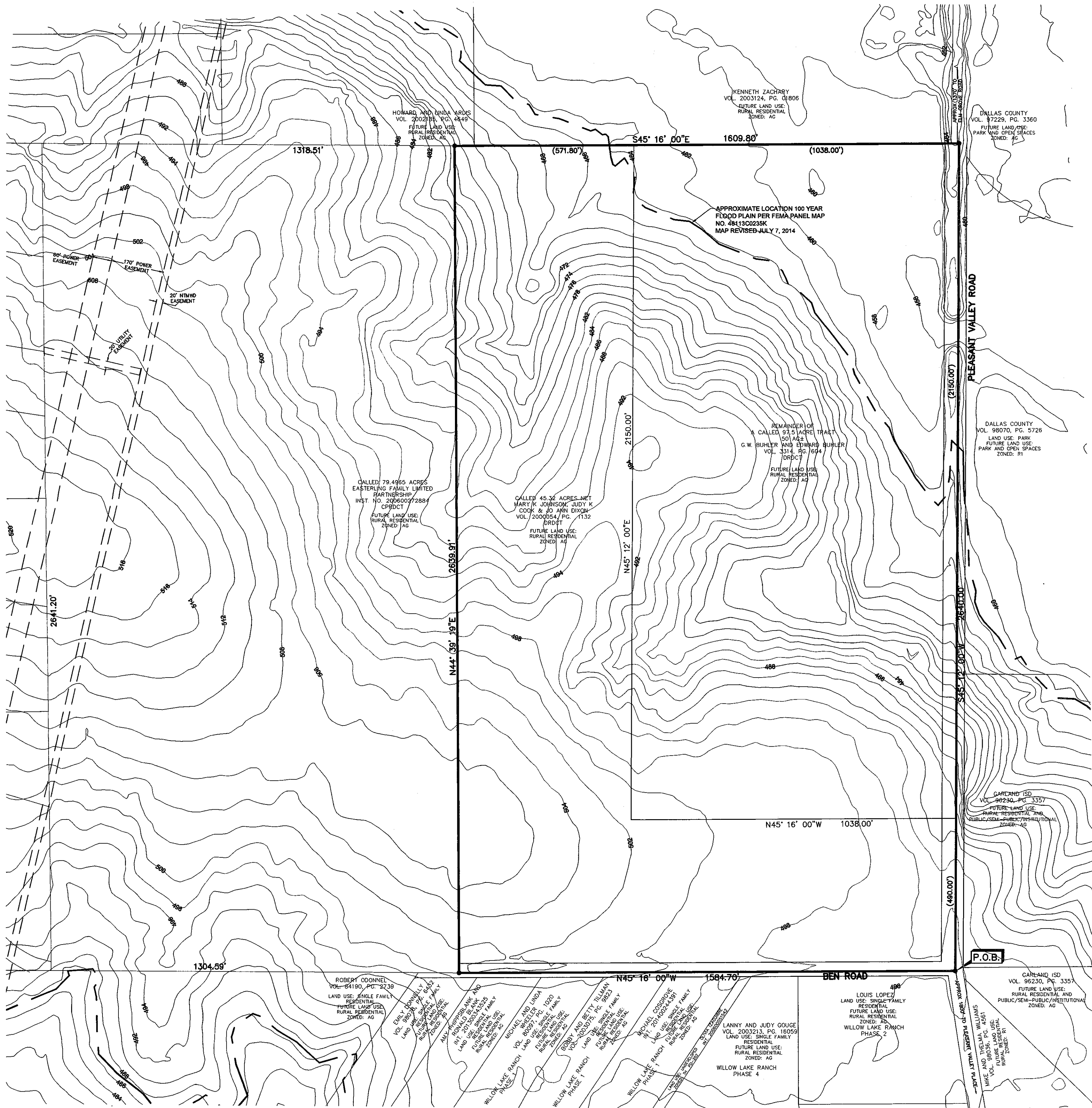
THENCE South 45 degrees 16 minutes 00 seconds East, 1609.80 feet to the east corner of said 97.5 acre tract of land in the center of Pleasant Valley Road;

THENCE South 45 degrees 12 minutes 00 seconds West, 2640.00 feet along the center of Pleasant Valley Road to the POINT OF BEGINNING and containing 4,216,600 square feet or 96.80 acres of land.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."


Dan B. Ramsey, R.P.L.S. No. 4172
January 9, 2015





LOCATION MAP
(NOT TO SCALE)

LEGAL DESCRIPTION

BEING a tract of land located in the City of Sachse, Dallas County, Texas, a part of the Thomas Goodwin Survey, Abstract Number 502, and being a part of a called 97.5 acre tract of land described in a warranty deed to G.W. Buhler and Edward Buhler as recorded in Volume 3314, Page 604, Dallas County Deed Records, and being all of a called 45.32 acre tract of land described in a special warranty deed to Judy Kay Cook, Joann Dixon and Kathy Johnson as recorded in Volume 2000054, Page 1132, Dallas County Deed Records, and being further described as follows:

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THENCE North 44 degrees 39 minutes 19 seconds East, 2639.91 feet to the north corner of said 45.32 acre tract of land;

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"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."


Dan B. Ramsey, R.L.S. No. 4172
January 9, 2015



GROSS ACREAGE: 96.8 AC±
NET ACREAGE: 93.0 AC±

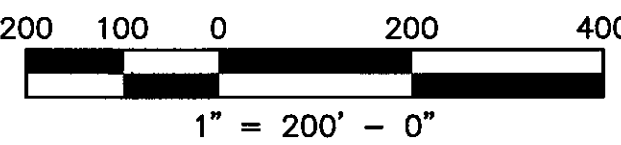
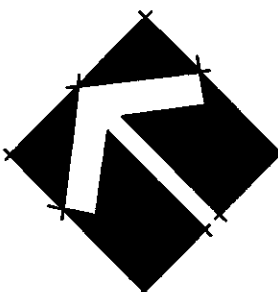


EXHIBIT B – ZONING EXHIBIT

ESTATES OF
DOMINION OF PLEASANT VALLEY

4,216,600 SQUARE FEET OR 96.80 ACRES
OUT OF THE THOMAS GOODWIN SURVEY, ABSTRACT 502,

CITY OF SACHSE, DALLAS COUNTY, TEXAS

RNH ACQUISITIONS, INC.

8214 Westchester, Suite 650
Dallas, TX 75225
Contact: Ron Haynes

MARY K JOHNSON

10325 Sandy Hollow Lane
Bonita Springs, FL 34135

JB PARTNERS, INC.

16301 Quorum Drive, Suite 200 B
Addison, Texas 75001
Contact: Jerry Sylo
TBPLS No. 10076000 TBPE No. F-438

APPLICANT

(214)673-0574

OWNER

PLANNER/SURVEYOR/ENGINEER

(972)248-7676

Submitted: January 19, 2015

NOTES:

1. THE THOROUGHFARE ALIGNMENT(S) SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF ENGINEERING PLAN APPROVAL.
2. THE DEVELOPMENT OF THE SITE WILL BE IN ACCORDANCE WITH CITY OF SACHSE DEVELOPMENT SCHEDULE.

EXHIBIT C
ESTATES OF PLEASANT VALLEY
PLANNED DEVELOPMENT STANDARDS

COMMUNITY FRAMEWORK

The Estates of Pleasant Valley (“the Estates”) is designed to be an upscale, rural community in keeping with the immediate surrounding area. Residents of the neighborhood will have the benefits of living in a neighborhood where lots will be a minimum of one acre in size, but will be close enough to the President George Bush Turnpike (PBGT) to have all of the conveniences of being in the DFW Metro-Plex.

GENERAL STANDARDS

1. The design and development of the Estates of Pleasant Valley shall take place in general accordance with the attached Concept Plan (Exhibit D).
2. The property shall be developed in accordance with the R-39 Single Family District of the Sachse Zoning Ordinance as it exists or may be amended unless otherwise addressed in these planned development standards.
3. Sodded bar ditches & culverts shall be required to handle drainage.
4. Perimeter screening buffer along Pleasant Valley Road shall be provided within a 40’ wide easement where developed lots are adjacent to Pleasant Valley Road. The screening shall be a combination of berms, trees, and shrubs providing a minimum screening height of 6’. The berms shall meander throughout the easement and shall be variable heights with a maximum slope of 3:1. Minimum 3” caliper Red Cedar trees shall be planted at least 15’ on center and be located within the easement. The landscaping shall be irrigated with an underground irrigation system and shall be maintained by the Homeowner’s Association.
5. Perimeter buffer along Ben Road: A 20’ wide landscape easement along the backs of lots along Ben Road. As builders build houses on these lots they will be required to plant a row of red cedars in the 20’ wide easement to provide a buffer from the houses on the other side of Ben Road. The cedars shall be placed approximately 20’ on center.
6. Community Streets: Streets within the Estates of Pleasant Valley community shall dedicate right-of-way and be built to the paving widths and thicknesses as identified on Exhibit F (Paving and Right-of-Way Dimensions).
7. A landscape and maintenance easement 30’ in width shall be placed on the developed lots backing to Pleasant Valley Road for purposes of providing a natural screen.

A minimum 10’ wide “common area” lot, as shown on Exhibit D, shall be provided where developed lots are adjacent to Pleasant Valley Road. This lot shall be owned and maintained by the Estates of

Pleasant Valley Homeowners Association. All trees planted within the “common area” lot shall have tree wells and bubbler irrigation.

Water meters shall be obtained from the City, while backflow devices shall be furnished by the Developer. Monthly water and electrical charges for easement maintenance outside of the fence shall be paid for by the Estates of Pleasant Valley Homeowners Association.

RESIDENTIAL LOT STANDARDS

Lots shall be developed according to the following standards.

Dimensional Standards

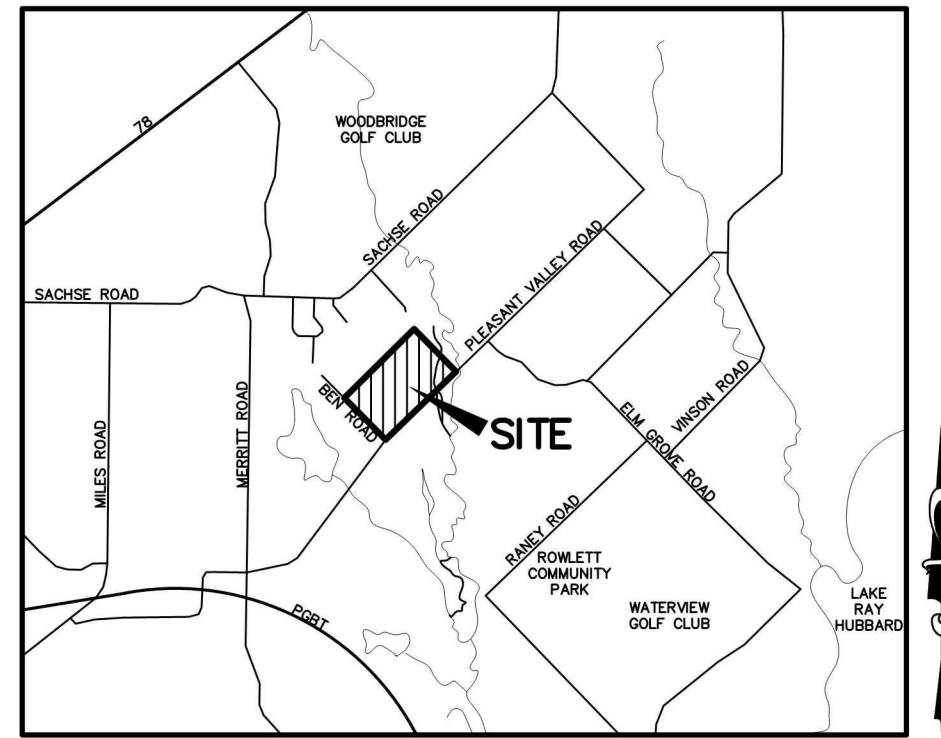
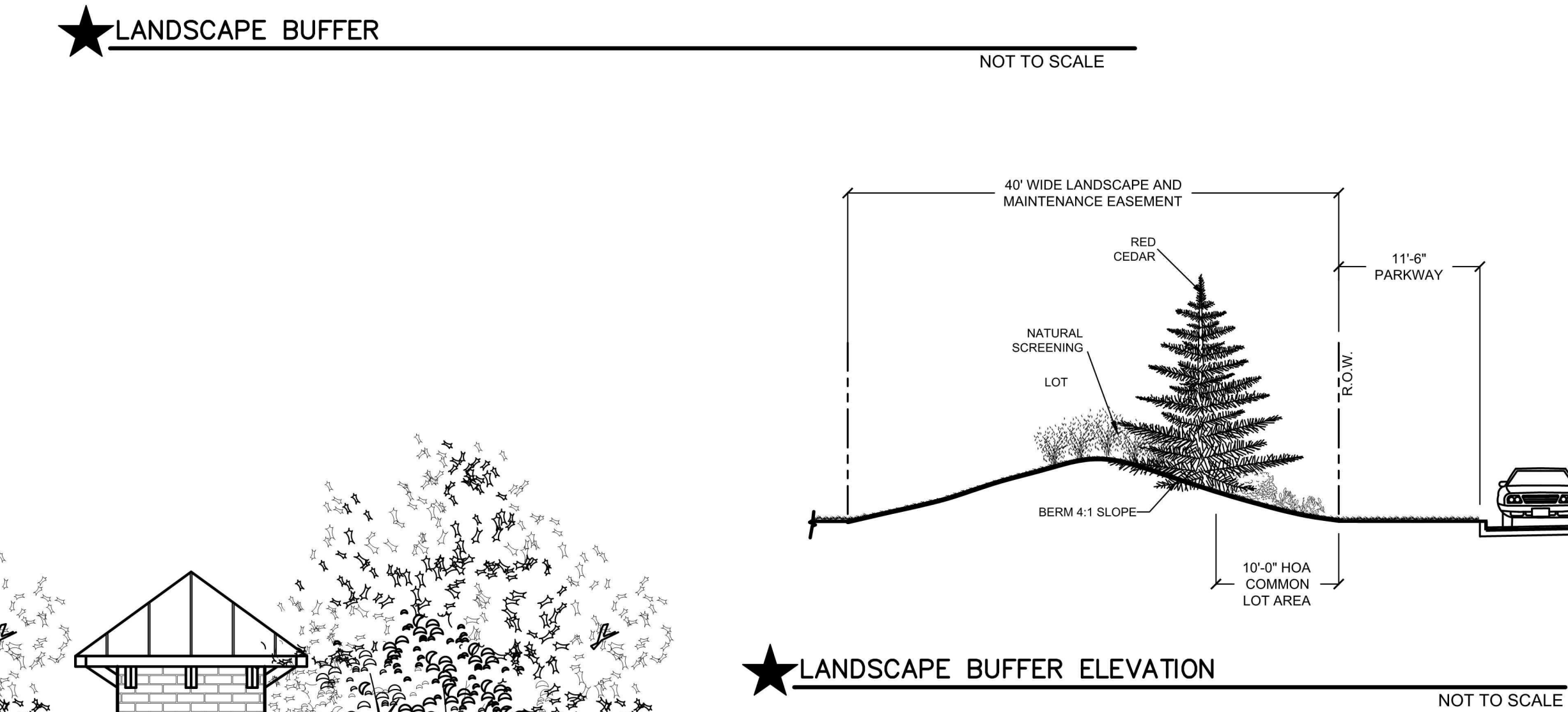
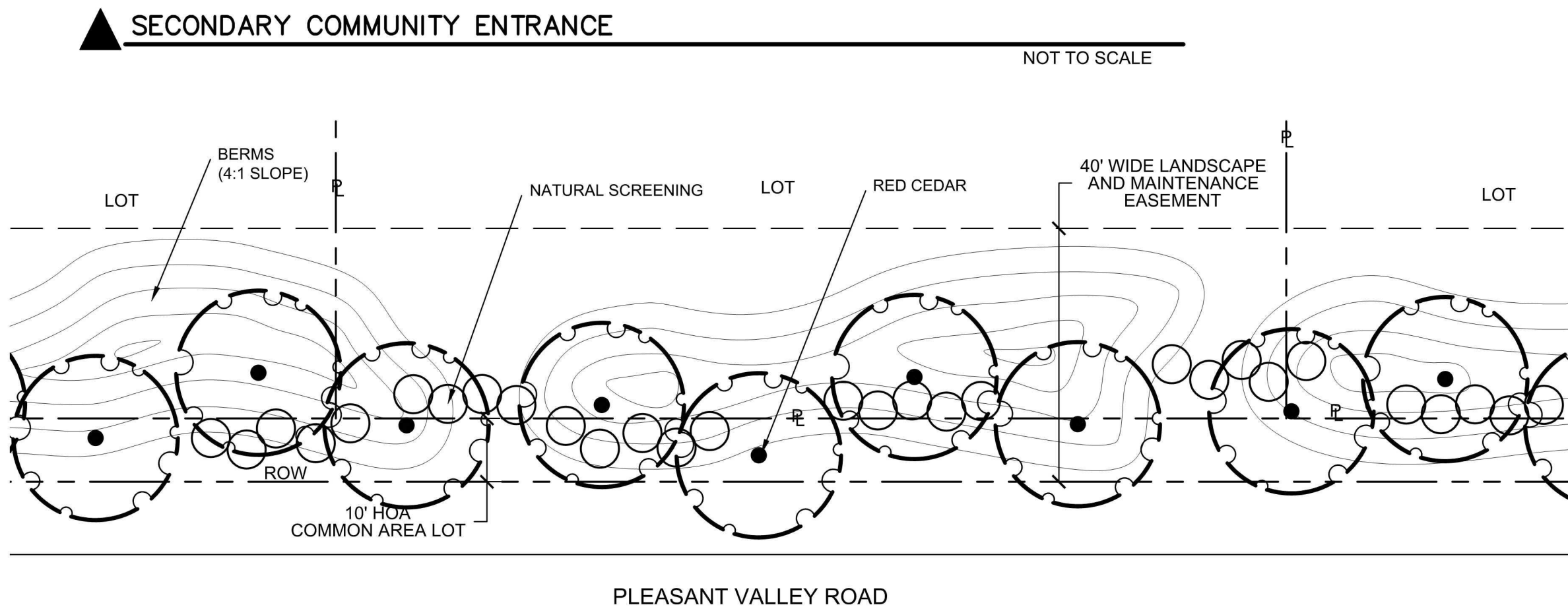
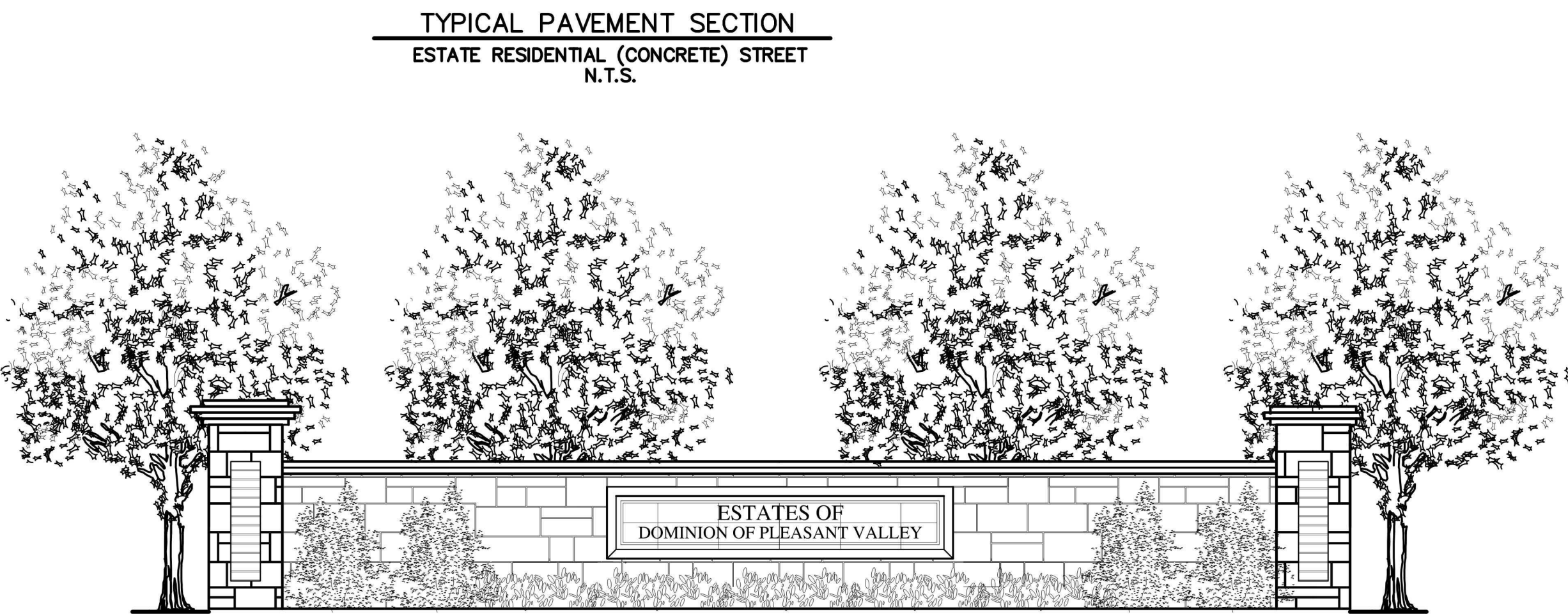
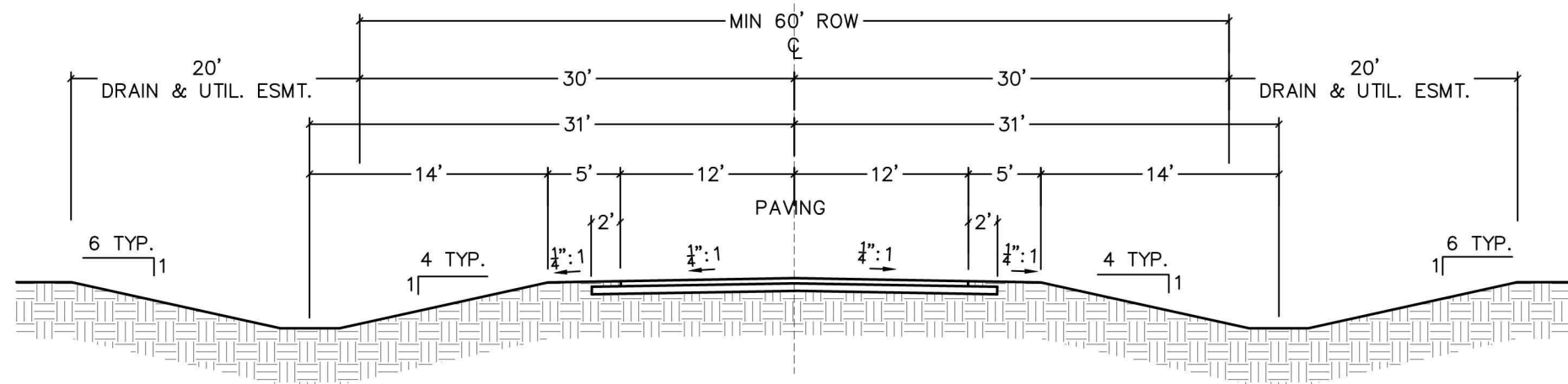
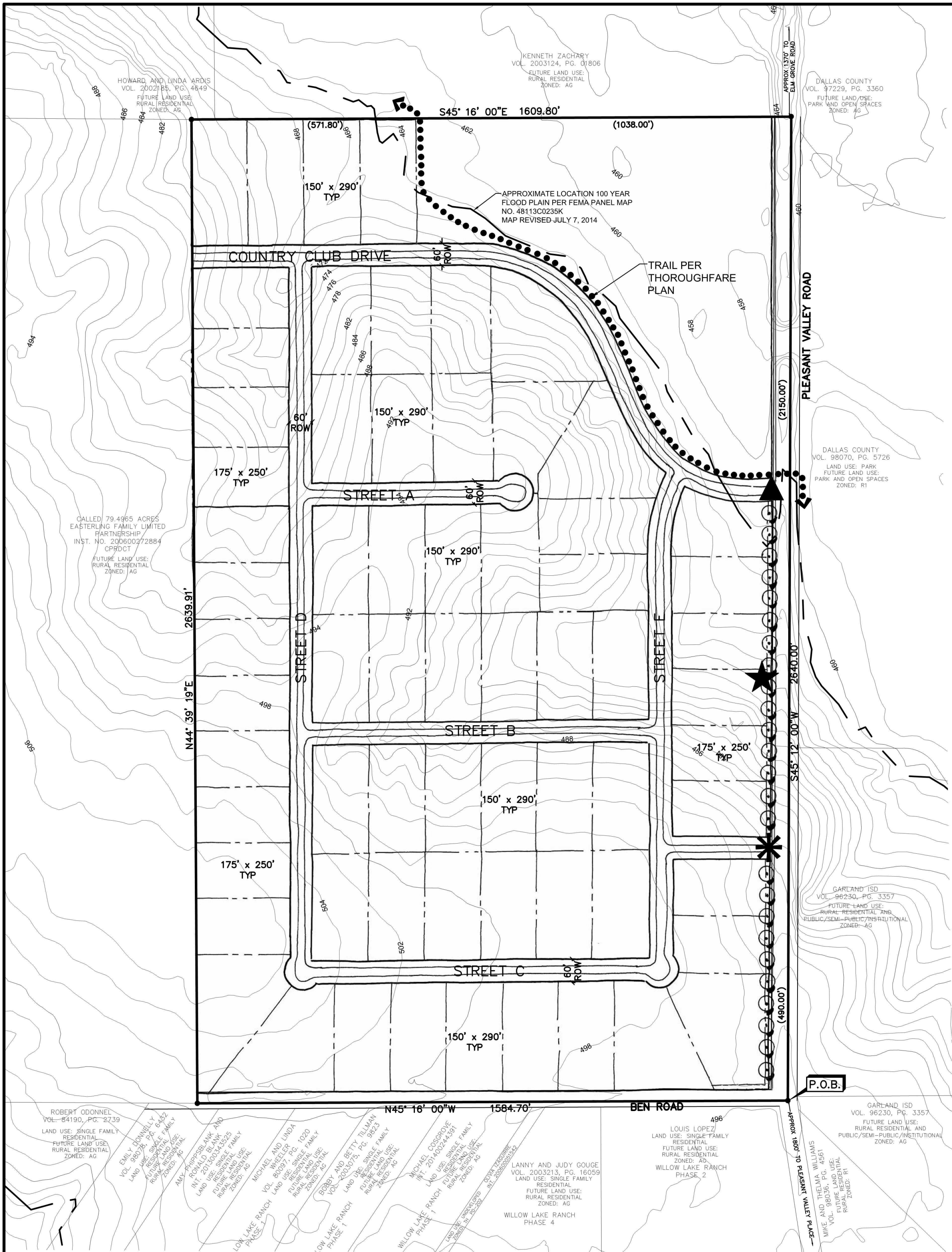
1. Minimum lot area: 43,560 square feet.
2. Minimum lot width: 150'. On cul-de-sacs and/or elbows, the minimum lot width at the street right-of-way shall be 60'.
3. Minimum lot depth: 150'. On cul-de-sacs and/or elbows, the minimum lot depth shall be 125'.
4. Minimum front yard: 50'. Front build lines to be staggered with alternating 50' & 55' setbacks.
5. Minimum side yard: 25'. The minimum side yard on a corner lot adjacent to a street shall be 25'.
6. Minimum rear yard: 30' for the primary structure, 20' rear setback for accessory buildings.
7. Minimum dwelling area: 3,000 sq. ft.
8. Maximum lot coverage: 30%, inclusive of all structures.
9. Maximum height: 2 1/2 stories or 35' with the maximum height determined with Sachse's methods and standards.
10. A minimum of 2 off-street parking spaces shall be provided on each single family lot.

RESIDENTIAL ARCHITECTURAL STANDARDS

1. All plans submitted for single family home construction will be required to have an approval letter issued from the Homeowner's Association verifying all architectural standards below have been met before the City can issue a building permit for construction.
2. Plate heights in houses shall be no less than 9' for the first floor and 8' for the second or higher floor.
3. The front façade of each house shall contain architectural detailing to include at least two of the following.
 - A. A front porch, as defined in No. 5 below.
 - B. Decorative gable feature. Such a feature may be delineated with complimentary building materials or differing laid pattern, or combination thereof.
 - C. Decorative door, window, and/or opening lintels. Such a feature shall be delineated with complementary building materials.
 - D. Complimentary building material wainscoting.
 - E. Attic windows or dormers.
 - F. Window shutters.

Examples of the above are shown on Attachment 1.

4. A “sense of arrival” shall be created at a house’s primary entrance. This can be done with, but not limited to, any two or number of the following:
 - A. A front porch.
 - B. Oversized openings for a recessed front door.
 - C. Complimentary building materials to accent the entryway.
 - D. Decorative front door.
 - E. Enhanced primary walkway paving using earth-tone colored concrete (stain mixed in, not applied after), stamped/pattern concrete, or brick/pave stone.Examples of the above are shown on Attachment 2.
4. A minimum of 25% of the home’s street façade shall be offset from the remainder of the façade by at least 2’.
5. Front porches: A front porch shall have a minimum depth of 6’ and a minimum width of 10’ (60 square feet minimum). Front porches shall have railings and columns. The railings and columns shall be architecturally compatible with the house’s front façade.
6. A hip roof which faces the street and which comprises greater than 35% of the total width of a house’s façade shall be broken up with dormers or other architecturally compatible appurtenances.
7. Lighted house number wall plaques shall be provided on the front of all homes.
8. Exterior façade material: The homes shall be constructed with 90% masonry. Masonry shall include brick, stone, masonry stucco, and cementitious hard plank.
9. Chimneys on the front building façade shall be enclosed with masonry matching the primary masonry used on the residence.
10. All trim, siding, ceilings, and garage doors on the front facades shall be painted two contrasting colors to achieve an architecturally enhanced appearance. An example is, trim to be painted one color and side surfaces and garage doors to be painted a second color.
11. Roof pitches shall be minimum 8:12 for main gables and hips on the front elevation, and the side or rear elevation roof pitch of any structure shall be a minimum of (5’) by twelve feet (12’). Dormer roofs and roofs over porches may have a lesser pitch. Roofing materials shall be either, architectural grade overlap shingles, tile, or standing seam metal. Wood shingles shall be prohibited. Unless made of true copper, vents and other roof appurtenances shall be painted to match the roof’s color.
12. Fencing: No fences allowed in front of the building line; rear yard fences shall have a minimum of 50% of the fence face area open/transparent. Fencing along the side or rear property lines of a lot, including when a side or rear property line is adjacent to a street, shall have a maximum height of 6’.
13. Tubular steel or wrought-iron type fencing (5’) in height shall be allowed.
14. Landscaping: Sodded front yards with a minimum three 3” caliper trees and 25 shrubs shall be provided for each home, planted with an unique, irregular pattern on each lot. Enhanced landscaping along the home’s primary walkway shall also be provided. When automated, subsurface irrigation systems are provided, rain sensors shall be installed and operational.
15. Outdoor lighting: Entrances to homes and garages shall be illuminated.
16. Conservation/Sustainability: All homes shall comply with the Energy component of the Sachse Building Code.
17. Mailboxes: Mailboxes shall be a uniform style, selected by the developer, and shall be of material consistent with each residence.



SITE DATA SUMMARY TABLE

GENERAL		
Case Number		
Name of Project/Development	The Estates of Dominion of Pleasant Valley	
Proposed Use	Single Family Neighborhood	
Future Land Use Designation	Rural Residential	
Proposed Future Land Use Designation	Rural Residential	
Existing Zoning District	AG	
Proposed Zoning District	Planned Development (R-39 Base)	
Applicable Overlays		
Appraisal District Account Numbers and County	DCAD No. 65050213510030000	
	DCAD No. 65050213510040000	
	DCAD No. 65050213510040100	
OVERALL SITE		
Gross Site Area	96.80 acres	
Site Frontage (Street)	2,640 ft	
Site Width (Street)	1,584 ft	
Site Depth	2,640 ft	
Impervious Surface Area	N/A	
Pervious Surface Area	N/A	
Accessory Use %	N/A	
Open Space (ac & %)	Flood Plain - 13.6 ac, 14.0%	
Detention/Retention (ac & %)	NA	
Recreation (ac & %)	NA	
Preserve (ac & %)	Flood Plain - 13.6 ac, 14.0%	
Civic (ac & %)	N/A	
Other (ac & %)	N/A	
HOUSING		
Total Gross Density (du/ac)	0.68	
Lot Count by Typical Lot Size	66	
Total Number of Dwelling Units	66	
# Single Family (SF)	66	
# Zero Lot Line (ZLL)	0	
# Townhouse (TH)	0	
# Multifamily (MF)	0	
# Other (specify)	0	
PROPERTY DEVELOPMENT REGULATIONS		
Maximum Lot Coverage (permitted)	N/A	
Maximum Lot Coverage (proposed)	30%	
Minimum Lot Area (required)	43,560 SF	
Minimum Lot Area (proposed)	43,560 SF	
Minimum Lot Width (required)	150 ft	
Minimum Lot Width (proposed)	150 ft (60 ft on cul-de-sacs/elbows)	
Minimum Lot Depth (required)	N/A	
Minimum Lot Depth (proposed)	150 ft (125 ft on cul-de-sacs/elbows)	
	Required	Proposed
Front Setback at Building Line	50 ft	50 ft and 55 ft (alternating)
Side Interior Setback	15 ft	25 ft
Side Street Setback	15 ft	50 ft
Rear Setback	50 FT	30 ft primary structure
		20 ft accessory building
Max. Structure Height (permitted & proposed)	35 ft	35 ft
Max. No. Stories/Floors (permitted & proposed)	N/A	2 1/2

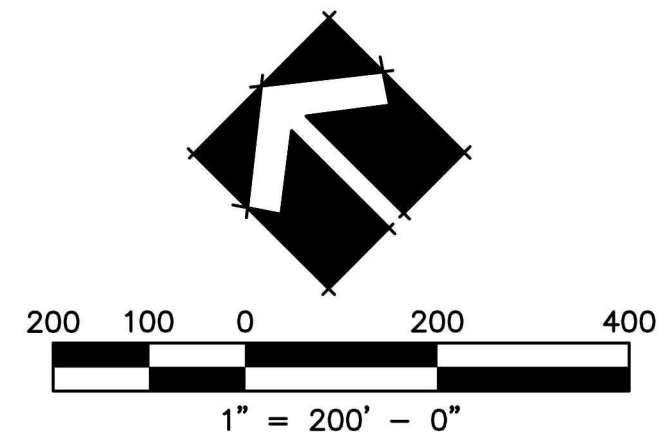


EXHIBIT D - ZONING CONCEPT PLAN

ESTATES OF DOMINION OF PLEASANT VALLEY
4,216,600 SQUARE FEET OR 96.80 ACRES
OUT OF THE THOMAS GOODWIN SURVEY, ABSTRACT 502,
CITY OF SACHSE, DALLAS COUNTY, TEXAS

RNH ACQUISITIONS, INC.		APPLICANT
8214 Westchester, Suite 650 Dallas, TX 75225 Contact: Ron Haynes		(214)673-0574
MARY K JOHNSON		OWNER
10325 Sandy Hollow Lane Bonita Springs, FL 34135		
JBI PARTNERS, INC.		PLANNER/SURVEYOR/ENGINEER
16301 Quorum Drive, Suite 200 B Addison, Texas 75001 Contact: Jerry Sylo TBPLS No. 10076000 TBPE No. F-438		(972)248-7676

NOTES:

1. THE THOROUGHFARE ALIGNMENT(S) SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF ENGINEERING PLAN APPROVAL.
2. DEVIATIONS FROM CURRENT DEVELOPMENT STANDARDS/REGULATIONS NOT SPECIFICALLY ADDRESSED/LISTED FOR APPROVAL AS PART OF PLANNED DEVELOPMENT REGULATIONS MAY REQUIRE A HEARING/APPROVAL BY THE ZONING BOARD OF ADJUSTMENT (BOA).
3. ALL CURRENT DEVELOPMENT REQUIREMENTS OF THE CITY AS AMENDED SHALL BE MET UNLESS APPROVED OTHERWISE WITHIN THESE PLANNED DEVELOPMENT ZONING DISTRICT DEVELOPMENT REGULATIONS.
4. THE ZONING CONCEPT PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE. THIS ZONING CONCEPT PLAN, ALONG WITH DEVELOPMENT REGULATIONS, IS INTENDED TO DESCRIBE THE INTENT OF THE PLANNED DEVELOPMENT. SIGNIFICANT DEVIATIONS FROM THIS ZONING CONCEPT PLAN, AS DETERMINED BY THE DIRECTOR OF COMMUNITY DEVELOPMENT, WILL REQUIRE AN AMENDMENT TO THE ZONING CONCEPT PLAN AND , AS NECESSARY, THE DEVELOPMENT REGULATIONS.
5. ALL PRIVATE SEWAGE DISPOSAL SYSTEMS SHALL MEET THE REQUIREMENTS OF THE CITY OF SACHSE AND THE TCEQ SETBACKS.

PRIMARY COMMUNITY ENTRANCE

NOT TO SCALE

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED; TO GRANT A CHANGE OF ZONING FROM AN AGRICULTURAL (AG) DISTRICT TO PLANNED DEVELOPMENT DISTRICT (PD-30) ON AN 96.80-ACRE +/- TRACT OF LAND LOCATED ON THE NORTHEAST CORNER OF PLEASANT VALLEY ROAD AND BEN ROAD, CITY OF SACHSE, DALLAS COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B"; PROVIDING FOR THE APPROVAL OF DEVELOPMENT STANDARDS; PROVIDING FOR THE APPROVAL OF A CONCEPT PLAN ATTACHED AS EXHIBIT "C"; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Sachse and the governing body of the City of Sachse, in compliance with state laws applying to amending the Comprehensive Zoning Ordinance and Map, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the governing body of the City of Sachse is of the opinion that said comprehensive Zoning Ordinance should be amended as provided herein;

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Sachse, Texas, as heretofore amended, be and the same are hereby further amended to grant a change in zoning from an Agricultural (AG) District to Planned Development District No. 30 (PD) on 96.80 acre +/- tract of land located at the northeast corner of Pleasant Valley Road and Ben Road, City of Sachse, Dallas County, Texas, being more particularly described in Exhibit "A" and as depicted in Exhibit "B", attached hereto and incorporated herein by reference.

SECTION 2. That the property shall be developed and used only in accordance with the following development standards:

GENERAL STANDARDS

1. **Concept Plan.** The property (the Estates of Dominion of Pleasant Valley) shall be used and developed in substantial compliance with the Concept Plan attached as Exhibit "C", and which is hereby approved and incorporated herein for all purposes.

2. Base Zoning District. The property shall be developed and used in accordance with the R-39 Single Family District Zoning Regulations except as otherwise provided herein.
3. Sodded bar ditches & culverts shall be required to handle drainage.
4. Perimeter screening buffer along Pleasant Valley Road shall be provided within a 40' wide easement where developed lots are adjacent to Pleasant Valley Road. The screening shall be a combination of berms, trees, and shrubs providing a minimum screening height of 6'. The berms shall meander throughout the easement and shall be variable heights with a maximum slope of 3:1. Minimum 3" caliper Red Cedar trees shall be planted at least 15' on center and be located within the easement. The landscaping shall be irrigated with an underground irrigation system and shall be maintained by the Homeowner's Association.
5. Perimeter buffer along Ben Road: A 20' wide landscape easement along the backs of lots along Ben Road. As builders build houses on these lots they will be required to plant a row of red cedars in the 20' wide easement to provide a buffer from the houses on the other side of Ben Road. The cedars shall be placed approximately 20' on center.
6. Community Streets: The streets within the Estates of Dominion of Pleasant Valley community shall be built to the paving widths and thicknesses as identified on Exhibit "C".
7. A landscape and maintenance easement 30' in width shall be placed on the developed lots backing to Pleasant Valley Road for purposes of installing a 6' high board on board fence with clustered, decorative landscaping including but not limited to: plants, trees, turf, mulch, irrigation, to be maintained by the homeowners association
8. A minimum 10' wide "common area" lot, as shown on Exhibit "C", shall be provided where developed lots are adjacent to Pleasant Valley Road. This lot shall be owned and maintained by the Estates of Dominion of Pleasant Valley Homeowners Association. Minimum 3" caliper trees, spaced 75' on center, shall be located within the common area lot. All trees planted within the "common area" lot shall have tree wells and bubbler irrigation.
9. Water meters shall be obtained from the City, while backflow devices shall be furnished by the property owner. Monthly water and electrical charges for easement maintenance outside of the fence shall be paid for by the Estates of Dominion of Pleasant Valley Homeowners Association.
10. The property owner shall create and establish a mandatory homeowners association to assume and be responsible for operation, maintenance and supervision of the drainage systems or structures, parks, landscaping systems or features, irrigation systems, screening walls, living screens, buffering systems, subdivision entryway features (including monuments or other signage), or other physical facilities or grounds held in common that are not to be maintained by the city and including any common areas to be approved by the city attorney. All open space and common properties or areas, facilities, structures, improvements, systems, or other property that are to be operated, maintained and/or

supervised by the property owners' association shall be dedicated by easement or deeded in fee simple ownership interest to the property owners association after construction and installation as applicable by the owner and shall be clearly identified on the record final plat of the property. A copy of the agreements, covenants and restrictions establishing and creating the property owners' association must be approved by the city attorney prior to the approval of the final plat of the subdivision and must be filed of record with said final plat in the plat records of the county. The plat shall clearly identify all common areas or grounds that are to be operated, maintained and/or supervised by the property owners' association. At a minimum, the agreements, covenants and restrictions establishing and creating the property owners' association required herein shall contain and/or provide for the following:

- (1) Definitions of terms contained therein;
- (2) Provisions acceptable to the city attorney for the establishment and organization of the mandatory property owners' association and the adoption of bylaws for said property owners' association, including provisions requiring that the owner(s) of any lot or lots within the applicable subdivision and any successive purchaser(s) shall automatically and mandatorily become a member of the property owners' association;
- (3) The initial term of the agreement, covenants and restrictions establishing and creating the property owners' association shall be for a 25-year period and shall automatically renew for successive ten-year periods, and the property owners' association may not be dissolved without the prior written consent of the city;
- (4) Provisions acceptable to the city attorney to ensure the continuous and perpetual use, operation, maintenance and/or supervision of all facilities, structures, improvements, systems, open space or common areas that are the responsibility of the property owners' association and to establish a reserve fund for such purposes;
- (5) Provisions prohibiting the amendment of any portion of the property owners' association's agreements, covenants or restrictions pertaining to the use, operation, maintenance and/or supervision of any facilities, structures, improvements, systems, area or grounds that are the responsibility of the property owners' association without the prior written consent of the city;
- (6) The right and ability of the city or its lawful agents, after due notice to the property owners' association, to maintain the common areas, to remove any landscape systems, features or elements that cease to be maintained by the property owners' association; to perform the responsibilities of the property owners' association and its board of directors if the property owners' association fails to do so in compliance with any provisions of the agreements, covenants or restrictions of the property owners' association or of any applicable city codes or regulations; to assess the property owners' association for all costs incurred by the city in performing said responsibilities if the property owners' association fails to do so; and/or to avail itself of any other enforcement actions available to the city pursuant to state law or city codes or regulations; and
- (7) Provisions indemnifying and holding the city harmless from any and all costs, expenses, suits, demands, liabilities or damages including attorney fees and costs of suit, incurred or resulting from the city's maintenance of the common areas

and/or removal of any landscape systems, features or elements that cease to be maintained by the property owners' association.

RESIDENTIAL LOT STANDARDS

Lots shall be developed according to the following standards. Dimensional Standards

1. Minimum lot area: 43,560 square feet.
2. Minimum lot width: 150'. On cul-de-sacs and/or elbows, the minimum lot width at the street right-of-way shall be 60'.
3. Minimum lot depth: 150'. On cul-de-sacs and/or elbows, the minimum lot depth shall be 125'.
4. Minimum front yard: 50'. Front build lines to be staggered with alternating 50' & 55' setbacks.
5. Minimum side yard: 25'. The minimum side yard on a corner lot adjacent to a street shall be 25'.
6. Minimum rear yard: 30' for the primary structure, 20' rear setback for accessory buildings.
7. Minimum dwelling area: 3,000 sq. ft.
8. Maximum lot coverage: 30%, inclusive of all structures.
9. Maximum height: 2 1/2 stories or 35' with the maximum height determined with Sachse's methods and standards.
10. A minimum of 2 off-street parking spaces shall be provided on each single family lot.

RESIDENTIAL ARCHITECTURAL STANDARDS

1. All plans submitted for single family home construction will be required to have a letter of approval letter issued from the Homeowner's Association verifying all architectural standards have been satisfied before the City may issue a building permit for construction.
2. Plate heights for single family homes shall be no less than 9' for the first floor and 8' for the second or higher floor.
3. The front façade of each single family home shall contain architectural detailing to include at least two of the following.
 - A. A front porch, as defined in No. 5 below.
 - B. Decorative gable feature. Such a feature may be delineated with complimentary building materials or differing laid pattern, or combination thereof.
 - C. Decorative door, window, and/or opening lintels. Such a feature shall be delineated with complementary building materials.
 - D. Complimentary building material wainscoting.
 - E. Attic windows or dormers.
 - F. Window shutters.
4. A "sense of arrival" shall be created at each single family home's primary entrance. This requirement shall be satisfied by any two or more of the following:
 - A. A front porch.
 - B. Oversized openings for a recessed front door.
 - C. Complimentary building materials to accent the entryway.

- D. Decorative front door.
 - E. Enhanced primary walkway paving using earth-tone colored concrete (stain mixed in, not applied after), stamped/pattern concrete, or brick/pave stone.
5. A minimum of 25% of the each single family home's street façade shall be offset from the remainder of the façade by at least 2'.
 6. Front porches: A front porch shall have a minimum depth of 6' and a minimum width of 10' (60 square feet minimum). Front porches shall have railings and columns. The railings and columns shall be architecturally compatible with the house's front façade.
 7. A hip roof which faces the street and which comprises greater than 35% of the total width of a home's façade shall be broken up with dormers or other architecturally compatible appurtenances.
 8. Lighted house number wall plaques shall be provided on the front of all homes.
 9. Exterior façade material: The exterior of each home shall be constructed of 90% masonry materials. Masonry shall include brick, stone, masonry stucco, and cementitious hard plank.
 10. Chimneys on the front building façade shall be enclosed with masonry matching the primary masonry used on the residence.
 11. All trim, siding, ceilings, and garage doors on the front facades shall be painted two contrasting colors to achieve an architecturally enhanced appearance. An example is, trim to be painted one color and side surfaces and garage doors to be painted a second color.
 12. Roof pitches shall be minimum 8:12 for main gables and hips on the front elevation, and the side or rear elevation roof pitch of any structure shall be a minimum of (5') by twelve feet (12'). Dormer roofs and roofs over porches may have a lesser pitch. Roofing materials shall be either, architectural grade overlap shingles, tile, or standing seam metal. Wood shingles shall be prohibited. Unless made of true copper, vents and other roof appurtenances shall be painted to match the roof's color.
 13. Fencing: No fences shall be allowed in front of the building line. Rear yard fences shall have a minimum of 50% of the fence face area open/transparent. Fencing along the side or rear property lines of a lot, including when a side or rear property line is adjacent to a street, shall have a maximum height of 6'.9 and a minimum height of 4'.
 14. Tubular steel or wrought-iron type fencing (5') in height shall be allowed.
 15. Landscaping: Sodded front yards with a minimum three 3" caliper trees and 25 shrubs shall be provided for each home, planted with an unique, irregular pattern on each lot. Enhanced landscaping along the home's primary walkway shall also be provided. When automated, subsurface irrigation systems are provided, rain sensors shall be installed and operational.
 16. Outdoor lighting: Entrances to each home and garages shall be illuminated.
 17. Conservation/Sustainability: All homes shall comply with the Energy component of the Sachse Building Code.

SECTION 3. That all provisions of the ordinances of the City of Sachse in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Sachse not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That the above-described tract of land shall be used in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Sachse, Texas, as heretofore amended, and subject to the aforementioned special conditions.

SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 6. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 7. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Sachse, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 8. That this ordinance shall take effect eight (8) months from and after its passage and the publication of the caption, as the law and Charter in such cases provide, if an application for approval of a preliminary plat and/or a preliminary plat for the entire property the subject of this ordinance is filed with the City within eight (8) months after the date of passage of this ordinance.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas on the 4th day of May, 2015.

APPROVED:

Mike Felix
Mayor

DULY ENROLLED:

Terry Smith
City Secretary

APPROVED AS TO FORM:

Peter G. Smith
City Attorney
(PGS:4-28-15:TM 70441)

EXHIBIT A

LEGAL DESCRIPTION

BEING a tract of land located in the City of Sachse, Dallas County, Texas, a part of the Thomas Goodwin Survey, Abstract Number 502, and being a part of a called 97.5 acre tract of land described in a warranty deed to G.W. Buhler and Edward Buhler as recorded in Volume 3314, Page 604, Dallas County Deed Records, and being all of a called 45.32 acre tract of land described in a special warranty deed to Judy Kay Cook, Joann Dixon and Kathy Johnson as recorded in Volume 2000054, Page 1132, Dallas County Deed Records, and being further described as follows:

BEGINNING at the south corner of said 45.32 acre tract of land, said point being the intersection of the center of Ben Road with the center of Pleasant Valley Road;

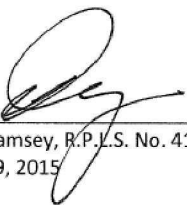
THENCE North 45 degrees 16 minutes 00 seconds West, 1584.70 feet along the center of Ben Road to the west corner of said 45.32 acre tract of land;

THENCE North 44 degrees 39 minutes 19 seconds East, 2639.91 feet to the north corner of said 45.32 acre tract of land;

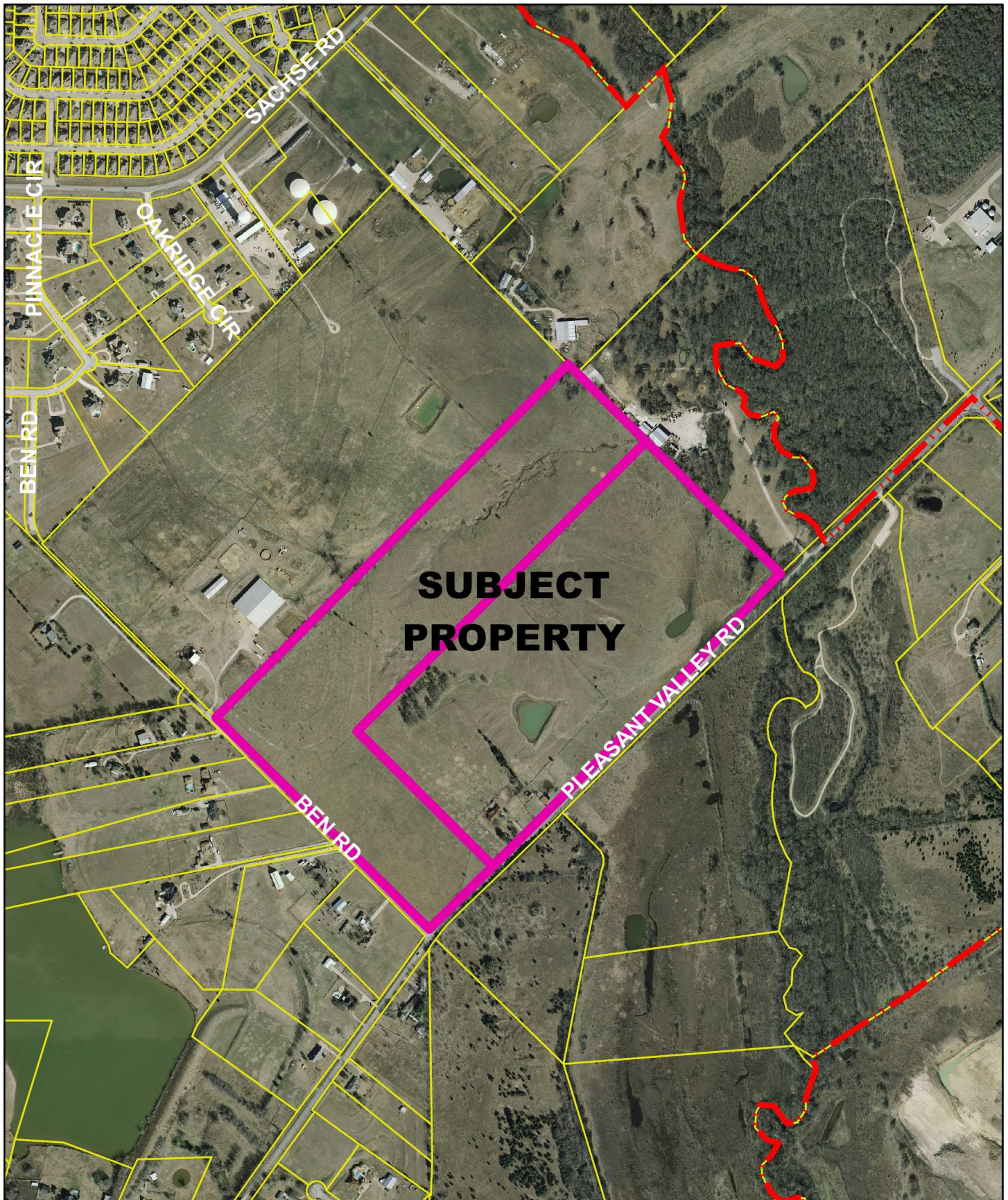
THENCE South 45 degrees 16 minutes 00 seconds East, 1609.80 feet to the east corner of said 97.5 acre tract of land in the center of Pleasant Valley Road;

THENCE South 45 degrees 12 minutes 00 seconds West, 2640.00 feet along the center of Pleasant Valley Road to the POINT OF BEGINNING and containing 4,216,600 square feet or 96.80 acres of land.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."


Dan B. Ramsey, R.P.L.S. No. 4172
January 9, 2015





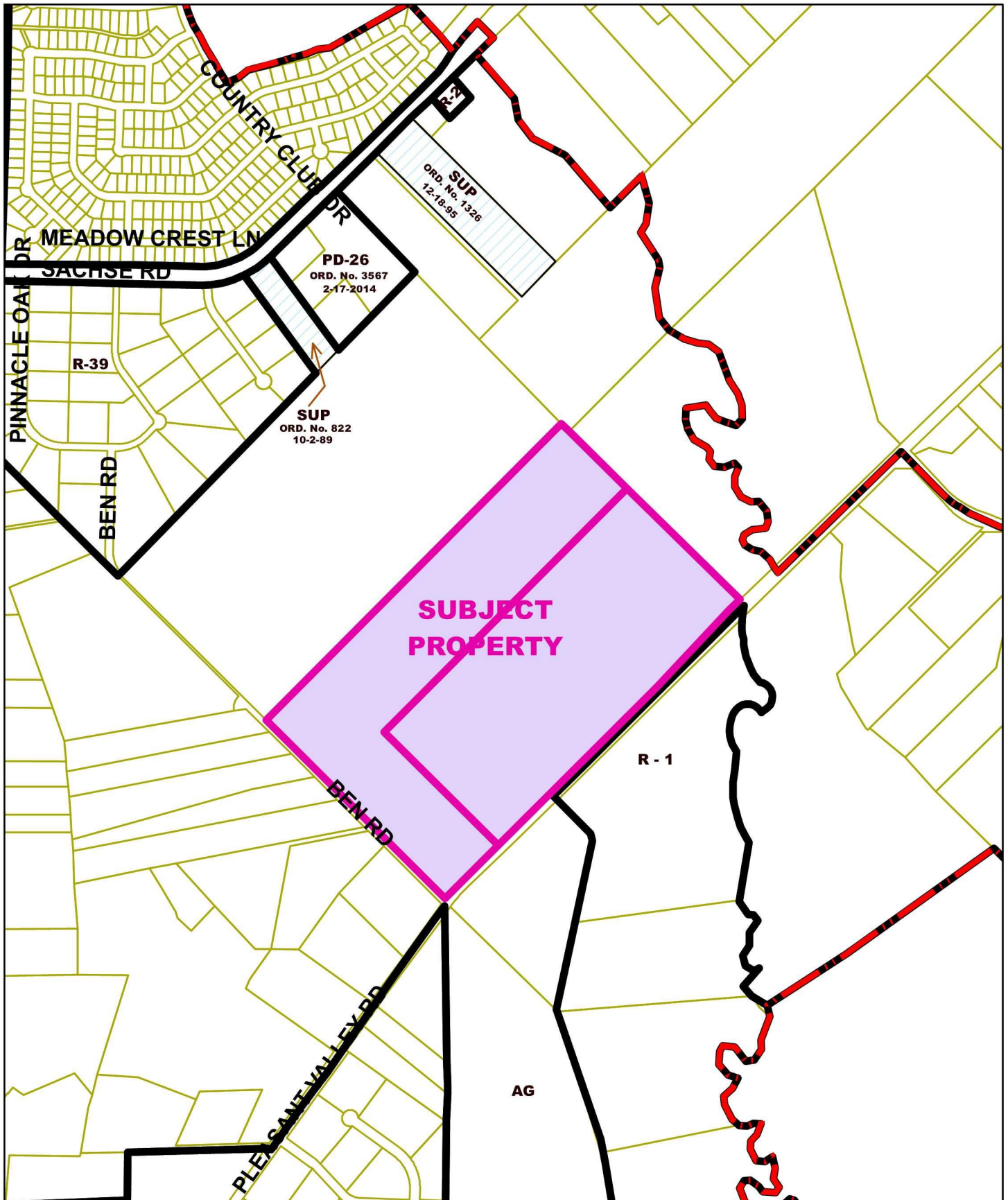
0 150 300 600 900 1,200
Feet

AERIAL LOCATION MAP

ESTATES OF DOMINION OF PLEASANT VALLEY

FILE: ZO 15-01 REZONE AG TO PD

Map Created: February 03, 2015



0 1500 600 900 1,200 1,500
Feet

ZONING IDENTIFICATION MAP
ESTATES OF DOMINION OF PLEASANT VALLEY
FILE: ZO 15-01 REZONE AG TO PD
Map Created: February 3, 2015

Sachse

TEXAS

Comprehensive Plan
2001

Figure 3-3
Future Land Use Plan

Legend

Sachse Corporate Limits

County Line

New Tollway Alignment 1

New Tollway Alignment 2

100 Year Flood Plain

Future Land Use

Rural Residential

Low Density Residential

High Density Residential

Business Park

Commercial/Retail

Old Town-Mixed Use

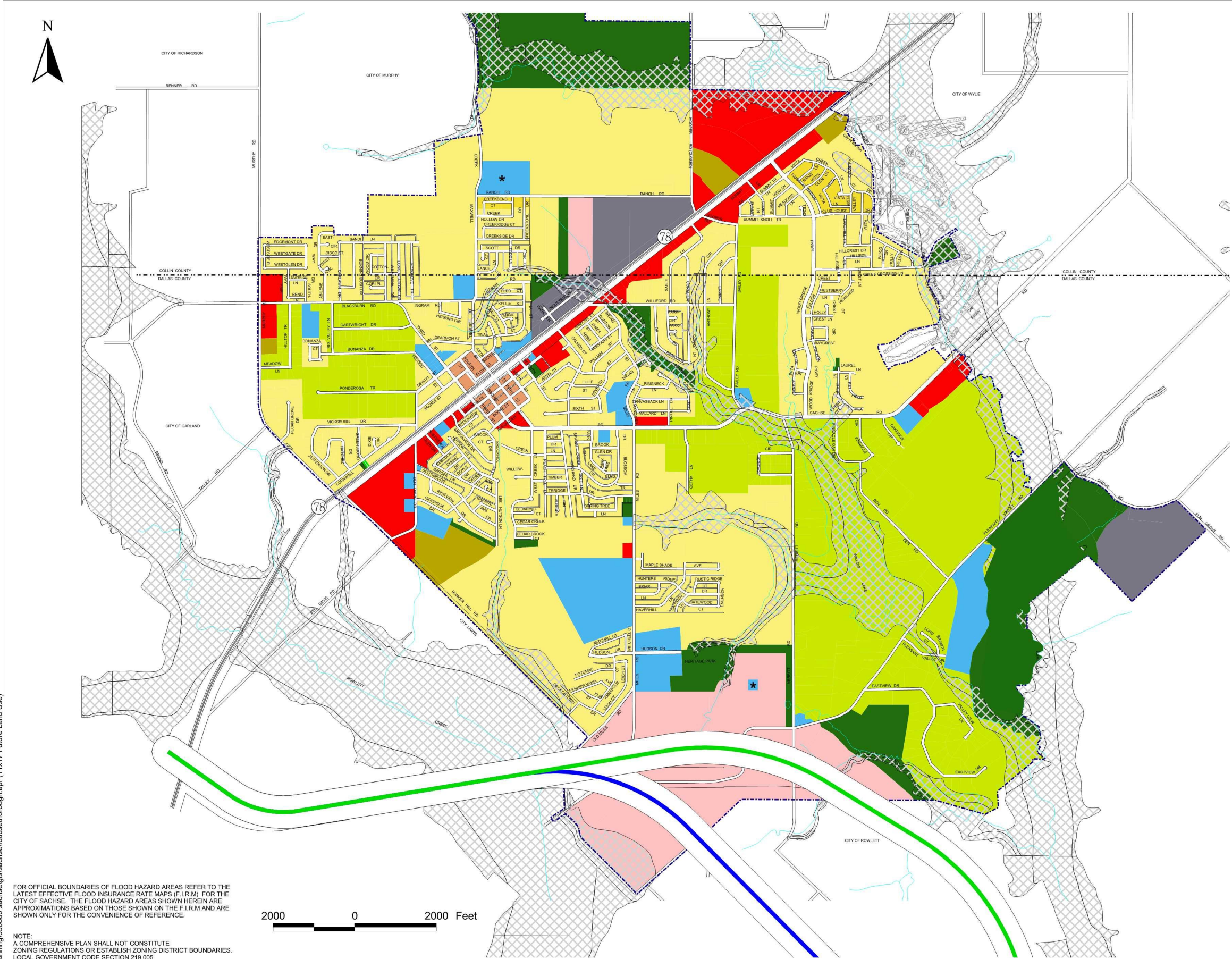
Industrial

Public/Semi-Public/Institutional

Park and Open Spaces

Right of Way

* Not Parcel Or Size Specific



FOR OFFICIAL BOUNDARIES OF FLOOD HAZARD AREAS REFER TO THE LATEST EFFECTIVE FLOOD INSURANCE RATE MAPS (F.I.R.M.) FOR THE CITY OF SACHSE. THE FLOOD HAZARD AREAS SHOWN HEREIN ARE APPROXIMATIONS BASED ON THOSE SHOWN ON THE F.I.R.M. AND ARE SHOWN ONLY FOR THE CONVENIENCE OF REFERENCE.

NOTE:
A COMPREHENSIVE PLAN SHALL NOT CONSTITUTE
ZONING REGULATIONS OR ESTABLISH ZONING DISTRICT BOUNDARIES.
LOCAL GOVERNMENT CODE SECTION 219.005



HUNTER ASSOCIATES TEXAS, L.P.
ENGINEERS/PLANNERS/SURVEYORS
214-369-9771 512-454-8776



TIME RECEIVED
March 4, 2015 8:43:44 AM CST

REMOTE CSID
9724854936

DURATION PAGES
44 1

STATUS
Received

03/04/2015 09:02 9724854936

GARLAND ISD

PAGE 01/01



Community Development Department

MAR 04 2015

NOTICE OF PUBLIC HEARING

TO: Property Owner
DATE: February 24, 2015
RE: Zoning Application for a Change in Zoning Request
LOCATION: Northwest Corner of Pleasant Valley Road and Ben Road

(A location map depicting the 1,000 feet notification area is attached for reference)

EXPLANATION OF REQUEST: The applicant is requesting a Zoning District change from Agricultural (AG) to a Planned Development (PD). The proposed residential development would be comprised of 66 single-family residential lots with typical lot sizes being 1-acre. A concurrent request for an amendment to the Master Thoroughfare Plan will be considered separately from the zoning request. The request consists of removing the proposed extension of Country Club Road as a collector street from the Master Thoroughfare Plan.

- ☒ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
☐ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: WOULD LIKE TO SEE TRAFFIC CONGESTION IN
THCA AREA ADDRESSED.

SIGNATURE: [Signature]

PRINTED NAME: DR. BOB MORRISON, GARLAND ISD SUPERINTENDENT

ADDRESS: 501 S JAFFER GARLAND TX 75042

Your written comments are being solicited in the above case. Additional information is available through the Community Development Department located at 3815-B Sachse Road. The Planning and Zoning Commission will hold a public hearing and offer a formal recommendation of the above request at 7:00pm on Monday, March 09, 2015. The meeting will be conducted in the City Council Chambers, located at 3815-B Sachse Road, Sachse, Texas.

Any owner of property subject to a proposed rezoning or affected by a proposed rezoning may protest the rezoning by filing a written protest (this form is sufficient) with the Director of Community Development within the time specified above. The protest shall object to the zoning map amendment, contain a legal description of the property on behalf of which the protest is made, and be signed by the owner of the property. If protests in the form of opposition are received from property owners within 200 feet of the subject property, or the property owners own a combined minimum of 20 percent or more of the land area, approval by the City Council shall only occur with a concurring vote of at least three-fourths of the full membership of the City Council.

If you have any questions concerning this request, please contact the Community Development Department.
Phone: (469) 429-4781
Email: dmcginn@cityofsachse.com

RETURN BY FAX OR MAIL
City of Sachse Community Development Dept.
3815-B Sachse Road, Sachse, Texas 75048
FAX: (972) 675-9812



MAR 06 2015

**Community Development
Department****NOTICE OF PUBLIC HEARING**

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- ☒ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
☐ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: New growth for the city of Sachse

SIGNATURE: Rich Rutherford

PRINTED NAME: Rich Rutherford

ADDRESS: 4401 Pleasantvalley Rd Sachse TX 75048

Your written comments are being solicited in the above case. Additional information is available through the Community Development Department located at 3815-B Sachse Road. The Planning and Zoning Commission will hold a public hearing and offer a formal recommendation of the above request at **7:00pm on Monday, March 09, 2015**. The meeting will be conducted in the City Council Chambers, located at 3815-B Sachse Road, Sachse, Texas.

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If you have any questions concerning this request, please contact the Community Development Department.

Phone: (469) 429-4781

Email: dmcginn@cityofsachse.com

RETURN BY FAX OR MAIL

City of Sachse Community Development Dept.

3815-B Sachse Road, Sachse, Texas 75048

FAX: (972) 675-9812



MAR 06 2015

**Community Development
Department**

NOTICE OF PUBLIC HEARING

TO: Property Owner
DATE: February 24, 2015
RE: Zoning Application for a Change in Zoning Request
LOCATION: Northwest Corner of Pleasant Valley Road and Ben Road

(A location map depicting the 1,000 feet notification area is attached for reference)

EXPLANATION OF REQUEST: The applicant is requesting a Zoning District change from Agricultural (AG) to a Planned Development (PD). The proposed residential development would be comprised of 66 single-family residential lots with typical lot sizes being 1-acre. A concurrent request for an amendment to the Master Thoroughfare Plan will be considered separately from the zoning request. The request consists of removing the proposed extension of Country Club Road as a collector street from the Master Thoroughfare Plan.

☒ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☐ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

One acre lots will blend in with surrounding neighborhood properties

SIGNATURE:

PRINTED NAME:

ADDRESS:

Judy Cook

Judy Cook

401 Pleasant Valley Rd Sachse, TX 75048

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Community Development Department

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In favor
as proposed

Opposed -
Leave this.

- ☒ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
☐ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: I am in favor contingent on the plan as proposed: 1-acre lots, screening along Ben road, and 3,000 sq. ft. homes. (minimum 2) I would like for Country Club to be a thoroughfare.

SIGNATURE: Amy Blank
PRINTED NAME: Amy Blank
ADDRESS: 6306 Ben Rd, Sachse, TX 75048

Your written comments are being solicited in the above case. Additional information is available through the Community Development Department located at 3815-B Sachse Road. The Planning and Zoning Commission will hold a public hearing and offer a formal recommendation of the above request at 7:00pm on Monday, March 09, 2015. The meeting will be conducted in the City Council Chambers, located at 3815-B Sachse Road, Sachse, Texas.

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Email: dmcginn@cityofsachse.com

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City of Sachse Community Development Dept.

3815-B Sachse Road, Sachse, Texas 75048

FAX: (972) 675-9812



Community Development Department

NOTICE OF PUBLIC HEARING

TO: Property Owner
DATE: February 10, 2015
RE: Zoning Application for a Change in Zoning Request
LOCATION: Northwest Corner of Pleasant Valley Road and Ben Road

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- ☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

Needs to be zoned rural
residential, not PD

SIGNATURE: Emily Downell
PRINTED NAME: EMILY DOWNELL
ADDRESS: 6302 BEN RD, SACHSE
TX. 75048

Your written comments are being solicited in the above case. Additional information is available through the Community Development Department located at 3815-B Sachse Road. The Planning and Zoning Commission will hold a public hearing and offer a formal recommendation of the above request at **7:00pm on Monday, February 23, 2015**. The meeting will be conducted in the City Council Chambers, located at 3815-B Sachse Road, Sachse, Texas.

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3815-B Sachse Road, Sachse, Texas 75048

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Community Development Department

NOTICE OF PUBLIC HEARING

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LOCATION: Northwest Corner of Pleasant Valley Road and Ben Road

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: ① NO CITY SEWER SYSTEM ② NO ACCESS TO PLEASANT VALLEY FROM MY PROPERTY
③ NO IMPROVEMENTS TO BEN ROAD ④ HOME DENSITY DOES NOT INCREASE FOR
INCREASE TO CITY TAX BASE. ⑤ SEE ATTACHED FOR COMMENTS

SIGNATURE: Perry W. Easterling

PRINTED NAME: PERRY W. EASTERLING

ADDRESS: 6702 BAILEY ROAD

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RETURN BY FAX OR MAIL

City of Sachse Community Development Dept.

3815-B Sachse Road, Sachse, Texas 75048

FAX: (972) 675-9812

March 9, 2015

Planning and Zoning Commission
City of Sachse
3815 Sachse Road, Bldg. B
Sachse, Texas 75048

Dear Planning and Zoning Commission Members,

There are several issues that affect the proposed project located at the corner of Pleasant Valley Road and Ben Road. The proposed project extends NW and joins my 79+ ACS. The issues may not be zoning issues but there should be consideration given as to how the project will be developed before approving the zoning.

In my opinion they are:

Collector street from Pleasant Valley Road to Sachse Road shown on the Thoroughfare Plan.
Septic tanks instead of sanitary sewer.

Are there any recent subdivisions in Sachse with this many septic tanks being proposed?

Who pays for the sanitary sewer when the sewer becomes available?

Is this going to be the responsibility of the homeowner at some later date ?

Who is responsible for the improvements to Ben Road adjacent to the proposed project?

The proposed plan, which I have been shown, does not provide for two streets to be constructed to my property. The previous development north of my property did not provide access except Ben road, which has a street barrier installed, making 79+/- AC essentially landlocked from the North and a single entry possible from Ben Road on the south east corner.

Previous objections such as neighborhoods traffic have been addressed as no direct traffic on to existing residential streets is proposed. Fences and bushes will separate new homes from Ben road and entry to the project will be only from Pleasant Valley and Sachse road.

This proposed development is one of the last large properties for residential development in Sachse and is very important to all citizens of the city because of the tax basis for street improvements and other necessary city operating cost. Rural residential zoning will only permit 66 homes to be constructed which will cause the entire city to lose millions of dollars in tax revenue over the life of the homes. Other developments such as those on Miles and Merrit road would have more than 200 homes on property this size and there is no logical reason to restrict this area to large rural residential lots which would probably take years to fully build out.

The project north of my property began in 1997 with approximately 38 large lots. In 2014 a home was started on lot number 37 and it appears that after beginning 18 years ago all but one of the home sites will be left to construct and placed on the city tax rolls.

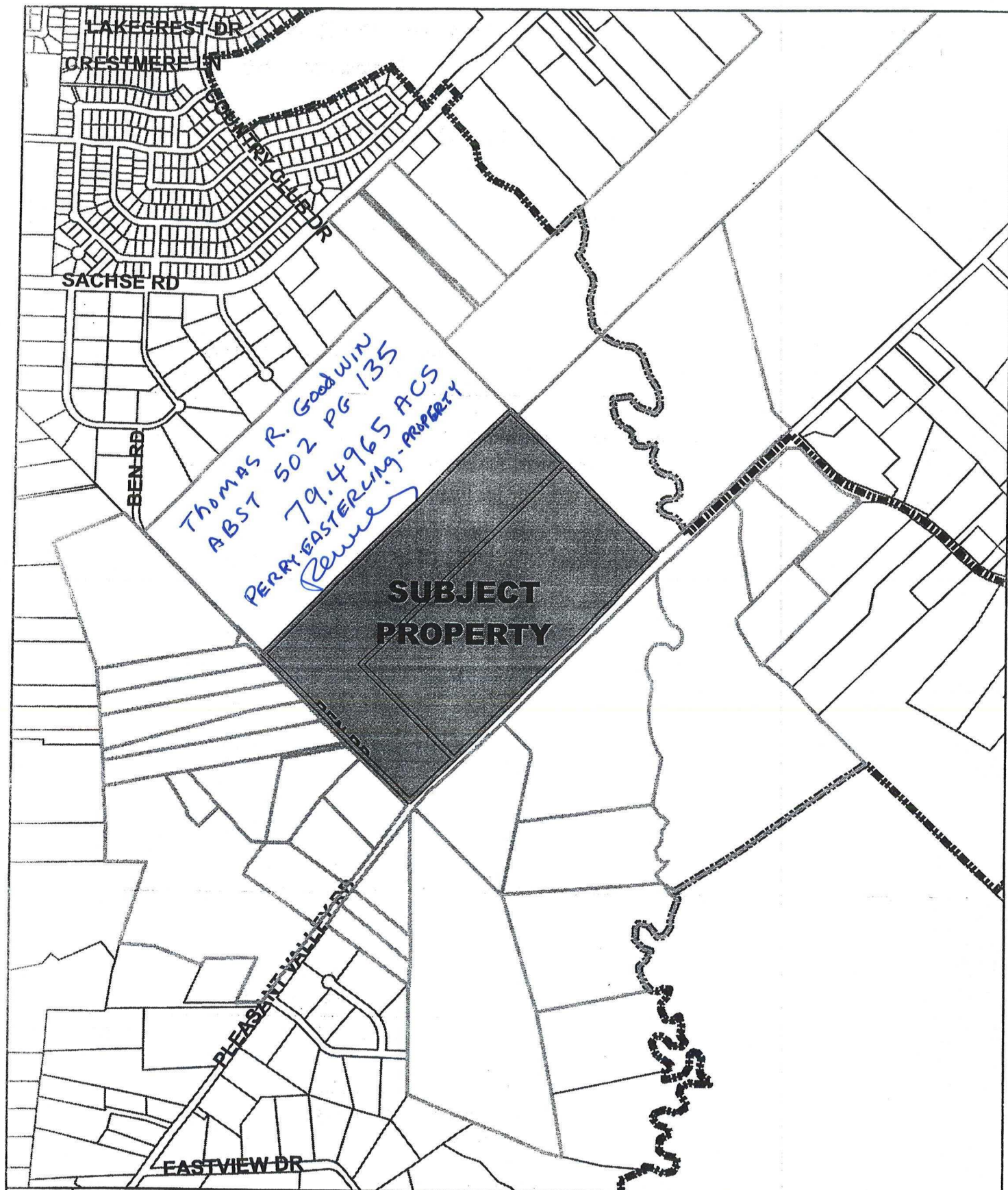
I respectfully request you deny the amendment to the Thoroughfare Plan and the request for zoning.

Sincerely,



Perry Easterling 6702 Bailey Road

Sachse resident and property owner for over 17 years



0 250 500 1,000 1,500
Feet

1000-FT BUFFER NOTIFICATION MAP
ESTATES OF DOMINION OF PLEASANT VALLEY
FILE: ZO 15-01 REZONE AG TO PD
Map Created: February 03, 2015



Community Development Department

NOTICE OF PUBLIC HEARING

TO: Property Owner
DATE: February 10, 2015
RE: Zoning Application for a Change in Zoning Request
LOCATION: Northwest Corner of Pleasant Valley Road and Ben Road

(A location map depicting the 1,000 feet notification area is attached for reference)

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☒ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☐ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

SIGNATURE:

PRINTED NAME:

ADDRESS:

[Signature]
Grace T. Chen, Daniel S. Chen
4001 Pleasant Valley, Sachse, TX 75048

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RETURN BY FAX OR MAIL

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3815-B Sachse Road, Sachse, Texas 75048

FAX: (972) 675-9812

3815 Sachse Road, Building B, Sachse, Texas 75048 Phone: (469) 429-4781 Fax: (972) 675-9812

PAGE 01/01

DR CHENS OFFICE

02/16/2015 15:34 9726908641

STATUS
Received

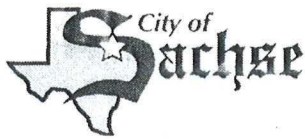
PAGES
1

DURATION
44

REMOTE CSID
9726908641

TIME RECEIVED
February 16, 2015 3:22:15 PM CST

** INBOUND NOTIFICATION : FAX RECEIVED SUCCESSFULLY **



**FEB 18 2015 Community Development
Department**

NOTICE OF PUBLIC HEARING

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LOCATION: Northwest Corner of Pleasant Valley Road and Ben Road

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

*We already got a dump ground.
Dump Trucks bring a Road from Hell on Pleasant
Valley. We got a sewer plant that stinks.
I don't need more to ruin country living.*

SIGNATURE:

PRINTED NAME:

ADDRESS:

Don't Lopez Louis Lopez

4203 Pleasant Valley Rd. Sachse Tex 75048

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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: Don't care for the way typical. Should be zoned as usual residential if anything. The 1-acre lots should be set as a minimum lot size.

SIGNATURE: Ronald L. Blank

PRINTED NAME: RONALD L. BLANK

ADDRESS: 6306 BEN RD, SACHSE, TX 75048

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FAX: (972) 675-9812

TIME RECEIVED February 17, 2015 10:25:48 AM CST	REMOTE CSID 18664008599	DURATION 159	PAGES 1	STATUS Received
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02/17/15 10:23AM CST Global Payments, Inc. -> City of Sachse Dev. 9726759812 Pg 1/2



Community Development Department

NOTICE OF PUBLIC HEARING

TO: Property Owner
 DATE: February 10, 2015
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- ☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:
☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS: BEN ROAD HOUSES HAVE A 5 ACRE MINIMUM LOT REQUIREMENT. THERE IS NOT ENOUGH INFORMATION ABOUT THE TYPES OF HOUSING. THE POOR CONDITION OF PLEASANT VALLEY CANNOT SUPPORT ADDITIONAL TRAFFIC.

SIGNATURE: [Signature]
 PRINTED NAME: LINDA WHEELER MICHAEL WHEELER
 ADDRESS: 6310 BEN ROAD SACHSE, TX 75048

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Community Development Department

NOTICE OF PUBLIC HEARING

FEB 20 2015

TO: Property Owner
DATE: February 10, 2015
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☐ I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

☒ I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

No - WAY OPPOSED - think
First - widening Pleasant Valley -
wait - that's and - 1st stop trucks to dump

SIGNATURE:

PRINTED NAME:

ADDRESS:

Debra Smith
6507 Long Branch Ct &
4142 Pleasant Valley Rd (empty lot
backs up to property) all locate current area
Let the very least, to
crowding

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3rd Ward
Widened
Pleasant
Valley
4th
&
then
maybe just
maybe
build
homes



Legislation Details (With Text)

File #:	15-2784	Version:	1	Name:	Award Bid for Ranch Road Construction
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	4/24/2015	In control:		In control:	City Council
On agenda:	5/4/2015	Final action:			
Title:	Consider a resolution of the City Council of the City of Sachse, Texas, awarding the bid for the construction of the Ranch Road Paving and Drainage Improvements Project to McMahon Contracting, L.P., in an amount not to exceed six hundred forty-seven thousand seven hundred seventy-one dollars and sixty-seven cents (\$647,771.67); authorizing the City Manager to execute such agreement in a form approved by the City Attorney; and providing an effective date.				

Executive Summary

The City of Sachse has a paving and drainage improvement project for Ranch Road from Harlan Drive to Clearmeadow Lane. The project was designed by BW2 Engineers, Inc., and bids were opened on April 23, 2013. The City of Sachse is partnering with Collin County, through an Interlocal Agreement approved in 2014, to fund the project. This item is to award the bid to the lowest responsible bidder, which is McMahon Contracting, L.P. in the amount not to exceed \$647,771.67.

Sponsors:

Indexes:

Code sections:

Attachments: [Attachment 1 - Location Map PDF](#)
[Attachment 2 - Bid Tabulation PDF](#)
[Ranch Road Presentation PDF](#)
[Resolution for Award of Ranch Road Construction PDF](#)

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

Title

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Background

The City's Capital Improvement Plan (CIP) includes paving and drainage improvements to Ranch Road (see Attachment 1 - Project Map). The project will complete Ranch Road as a 4-lane divided roadway.

In 2014, the City of Sachse entered into an Interlocal Agreement with Collin County for improvements to Ranch Road (Bond Project #07-087), from Dewitt Road to Fire Station #2, and from Harlan Drive to Clearmeadow Lane. Collin County has identified the two projects as a singular County Bond Project. Collin County has agreed to fund one half of the cost of both projects, not to exceed \$480,000.00. The project from Dewitt Road to Fire Station #2 was previously completed, through a Facilities Agreement with the Developer of Woodbridge Phase 17, at a total cost of \$109,102.59.

The paving and drainage improvements of Ranch Road from Harlan Drive to Clearmeadow Lane will complete the Ranch Road improvements identified in the 2014 Interlocal Agreement with Collin County.

Policy Considerations

The project is identified in the Capital Improvement Program. The City of Sachse funding has been allocated for the project from Roadway Impact Fees, as shown in the FY 2013-14 and FY 2014-15 Annual Budgets.

Notice to bidders was published in the *Sachse News* on April 2, 2015 and April 9, 2015. Sealed bids were received in the City Secretary's Office until 2:00 pm, April 23, 2015 and then publicly read aloud in the City Hall Council Chambers in accordance with the Texas Local Government Code.

Seven bids were received (see attached bid tabulation Attachment 2). The low bid was received from McMahon Contracting, L.P., from Grand Prairie, TX. The references for McMahon Contracting, L.P. were checked and found to be satisfactory. McMahon Contracting, L.P., has adequate resources to complete the project in a timely manner, and has previously completed successful roadway projects in the City of Sachse, including the re-construction of Haverhill Lane, and the concrete panel replacements on Bryan Street.

Budgetary Considerations

The project funding includes City funds from Roadway Impact Fees, and County Bond Funds from Collin County.

For the two Ranch Road projects, the total project budget is \$960,000.00. Collin County has committed to fund one-half of the cost of design, property acquisition, and construction, in an amount not to exceed \$480,000.00. In addition, the City of Sachse budgeted \$480,000.00 for the two projects.

To date, the current expenses for the two projects totals \$306,087.24, including:
Dewitt Road to Fire Station #2 (complete) - \$109,102.59
Surveying and Engineering Fees - \$66,400.00

Appraisal and Acquisition Fees - \$22,000.00
Property Acquisition Cost - \$108,484.65
Online Plan Room Posting Fee - \$100.00

The total remaining budget is \$653,912.56

Staff is recommending the inclusion of a \$25,000.00 contingency in the project budget. Contingency funds are not guaranteed to the contractor, and will only be utilized if necessary during construction.

Any remaining funds at the completion of the project will be proportionately returned to the City Roadway Impact Fee fund, and to Collin County's Bond Funds. The City of Sachse may request that Collin County consider re-allocating any unused funds toward the remaining Collin County Bond Project, which is Maxwell Creek Road.

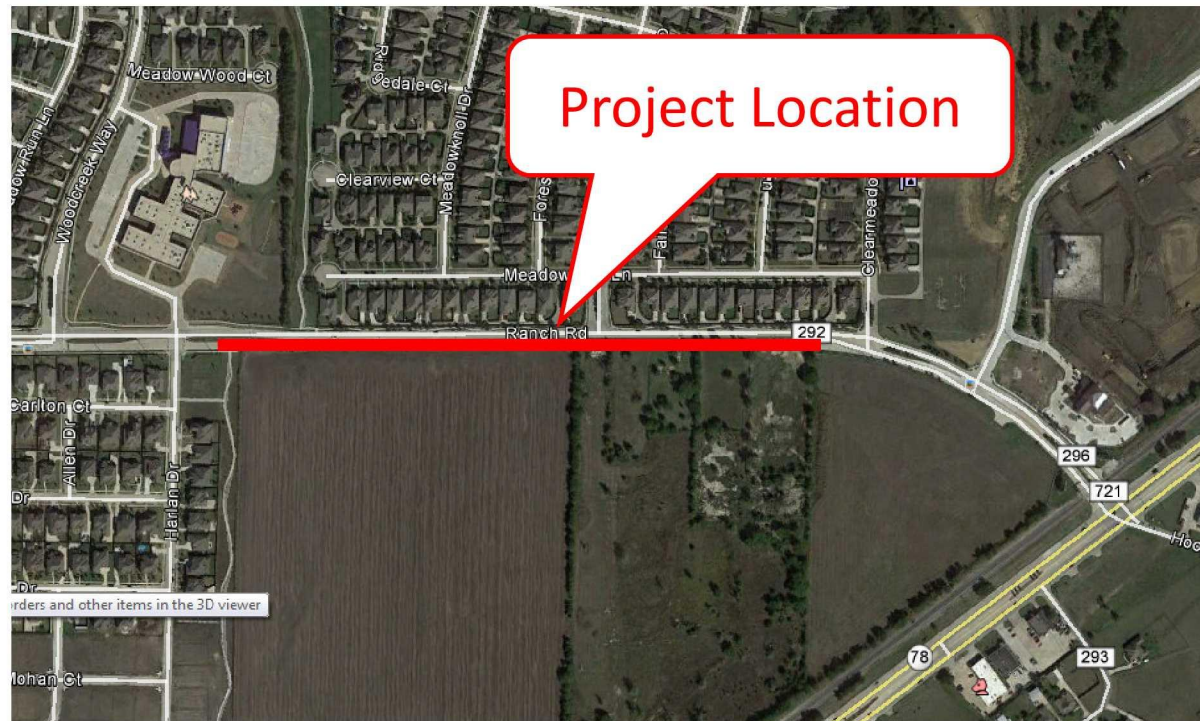
Staff is recommending a total project construction budget of \$647,771.67.

Staff Recommendations

Staff recommends the City Council approve a resolution of the City Council of the City of Sachse, Texas, awarding the bid for the construction of the Ranch Road Paving and Drainage Improvements Project to McMahon Contracting, L.P., in an amount not to exceed six hundred forty-seven thousand seven hundred seventy-one dollars and sixty-seven cents (\$647,771.67); authorizing the City Manager to execute such agreement in a form approved by the City Attorney; and providing an effective date.

Project Scope

- Construct the southern two lanes (and sidewalk) of Ranch Road from Harlan Drive to Clearmeadow Lane
- Limited drainage improvements (2 curb inlets & storm pipe)
- Limited water improvements (fire hydrants, stub outs for future connections)
- Conduit (for future street lighting)



City of Sachse
RANCH ROAD PAVING AND DRAINAGE PROJECT
Bid Tabulation

ITEM NO.	DESCRIPTION	UNIT	BID TOTAL	McMAHON CONTACTORS		XIT CONSTRUCTION		TISEO PAVING		PAVECON CONSTRUCTION		ED BELL CONSTRUCTION		FNH CONSTRUCTION		HQS CONSTRUCTION	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization, Bonds and Insurance	L.S.	1	\$42,765.00	\$42,765.00	\$50,000.00	\$50,000.00	\$76,500.00	\$76,500.00	\$60,100.00	\$60,100.00	\$75,000.00	\$75,000.00	\$65,000.00	\$65,000.00	\$43,000.00	\$43,000.00
2	All Traffic Control, Barricading and Signing Measures	L.S.	1	\$12,878.54	\$12,878.54	\$17,500.00	\$17,500.00	\$10,500.00	\$10,500.00	\$8,635.00	\$8,635.00	\$75,000.00	\$75,000.00	\$20,000.00	\$20,000.00	\$11,000.00	\$11,000.00
3	Temporary erosion control including operational control of SW3I	L.S.	1	\$7,371.50	\$7,371.50	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	\$8,206.00	\$8,206.00	\$8,000.00	\$8,000.00	\$7,000.00	\$7,000.00	\$3,500.00	\$3,500.00
4	Remove existing street pavement markings	L.S.	1	\$3,082.00	\$3,082.00	\$4,000.00	\$4,000.00	\$2,800.00	\$2,800.00	\$2,948.00	\$2,948.00	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00	\$3,125.00	\$3,125.00
5	S R&D existing concrete street pavemen	S.Y.	575	\$4.21	\$2,420.75	\$15.00	\$8,625.00	\$11.00	\$6,325.00	\$7.69	\$4,421.75	\$10.00	\$5,750.00	\$14.00	\$8,050.00	\$41.00	\$23,575.00
6	S R&D existing asphalt pavement	S.Y.	1,000	\$4.21	\$4,210.00	\$10.00	\$10,000.00	\$11.00	\$11,000.00	\$10.76	\$10,760.00	\$10.00	\$10,000.00	\$14.00	\$14,000.00	\$27.00	\$27,000.00
7	S R&D existing concrete curb and gutter	L.F.	650	\$2.79	\$1,813.50	\$7.00	\$4,550.00	\$7.00	\$4,550.00	\$4.06	\$2,639.00	\$10.00	\$6,500.00	\$8.00	\$5,200.00	\$18.00	\$11,700.00
8	Remove and dispose of trees 6 inch or larger	EA.	9	\$463.53	\$4,171.77	\$500.00	\$4,500.00	\$620.00	\$5,580.00	\$455.00	\$4,095.00	\$400.00	\$3,600.00	\$500.00	\$4,500.00	\$400.00	\$3,600.00
9	Adjust Existing Water Valve to final grade	EA.	1	\$224.15	\$224.15	\$200.00	\$200.00	\$400.00	\$400.00	\$250.00	\$250.00	\$400.00	\$400.00	\$750.00	\$750.00	\$500.00	\$500.00
10	Remove and dispose of chain link fence	L.F.	185	\$2.71	\$501.35	\$8.00	\$1,480.00	\$5.00	\$925.00	\$6.50	\$1,202.50	\$5.00	\$925.00	\$25.00	\$4,625.00	\$5.00	\$925.00
11	Remove and dispose of existing sign	EA.	1	\$230.00	\$230.00	\$250.00	\$250.00	\$210.00	\$210.00	\$220.00	\$220.00	\$100.00	\$100.00	\$500.00	\$500.00	\$200.00	\$200.00
12	Unclassified Excavation	C.Y.	1,185	\$25.00	\$29,625.00	\$25.00	\$29,625.00	\$33.00	\$39,105.00	\$15.73	\$18,640.05	\$13.00	\$15,405.00	\$18.00	\$21,330.00	\$15.00	\$17,775.00
13	F&I Trench Safety System	L.F.	220	\$10.98	\$2,415.60	\$2.00	\$440.00	\$2.25	\$495.00	\$5.50	\$1,210.00	\$3.00	\$660.00	\$2.00	\$440.00	\$2.00	\$440.00
14	Hydromulch	S.Y.	1,375	\$1.44	\$1,980.00	\$2.00	\$2,750.00	\$6.25	\$8,593.75	\$1.93	\$2,653.75	\$2.00	\$2,750.00	\$3.00	\$4,125.00	\$1.50	\$2,062.50
15	Block Sodding	S.Y.	1,275	\$6.04	\$7,701.00	\$5.00	\$6,375.00	\$9.75	\$12,431.25	\$8.25	\$10,518.75	\$4.00	\$5,100.00	\$6.00	\$7,650.00	\$4.00	\$5,100.00
16	F&P 10" thick concrete street pavement	S.Y.	6,400	\$50.07	\$320,448.00	\$49.25	\$315,200.00	\$40.00	\$256,000.00	\$60.85	\$389,440.00	\$55.00	\$352,000.00	\$60.00	\$384,000.00	\$65.70	\$420,480.00
17	F&P 4" thick concrete sidewalk pavement	S.F.	9,010	\$4.99	\$44,959.90	\$3.90	\$35,139.00	\$4.15	\$37,391.50	\$4.58	\$41,265.80	\$5.00	\$45,050.00	\$4.35	\$39,193.50	\$5.00	\$45,050.00
18	Construct 6" tall concrete curb and gutter	L.F.	4,025	\$1.64	\$6,601.00	\$2.00	\$8,050.00	\$5.00	\$20,125.00	\$2.00	\$8,050.00	\$2.00	\$8,050.00	\$18.50	\$74,462.50	\$15.00	\$60,375.00
19	Construct C.O.S. Type 3 (mod) barrier free ramp	EA.	2	\$1,092.50	\$2,185.00	\$950.00	\$1,900.00	\$1,100.00	\$2,200.00	\$1,095.00	\$2,190.00	\$1,500.00	\$3,000.00	\$2,100.00	\$4,200.00	\$1,800.00	\$3,600.00
20	Construct C.O.S. Type 7 barrier free ramp	EA.	6	\$1,121.25	\$6,727.50	\$900.00	\$5,400.00	\$1,000.00	\$6,000.00	\$925.00	\$5,550.00	\$1,500.00	\$9,000.00	\$2,100.00	\$12,600.00	\$1,200.00	\$7,200.00
21	Construct C.O.S. Type 21 median island crossing	L.S.	1	\$1,552.50	\$1,552.50	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$1,600.00	\$1,600.00	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00	\$4,000.00	\$4,000.00
22	F&P 8" Thick Lime Treated Subgrade	S.Y.	6,925	\$3.10	\$21,467.50	\$3.75	\$25,968.75	\$4.95	\$34,278.75	\$3.91	\$27,076.75	\$4.40	\$30,470.00	\$3.25	\$22,506.25	\$5.00	\$34,625.00
23	F&P Hydrated Lime	Ton	155	\$161.00	\$24,955.00	\$175.00	\$27,125.00	\$206.00	\$31,930.00	\$160.00	\$24,800.00	\$180.00	\$27,900.00	\$171.00	\$26,505.00	\$188.00	\$29,140.00
24	F&I 4" PVC Conduit	L.F.	150	\$28.75	\$4,312.50	\$9.00	\$1,350.00	\$25.00	\$3,750.00	\$12.65	\$1,897.50	\$10.00	\$1,500.00	\$8.00	\$1,200.00	\$8.00	\$1,200.00
25	F&I White Thermoplastic Pavement Markings	EA.	5	\$172.50	\$862.50	\$173.00	\$865.00	\$160.00	\$800.00	\$165.00	\$825.00	\$150.00	\$750.00	\$250.00	\$1,250.00	\$156.00	\$780.00
26	F&I 6" White Thermoplastic Stripe	L.F.	490	\$2.07	\$1,014.30	\$2.00	\$980.00	\$1.90	\$931.00	\$1.98	\$970.20	\$2.00	\$980.00	\$1.00	\$490.00	\$2.25	\$1,102.50
27	F&I 4" White Thermoplastic Stripe	L.F.	700	\$1.44	\$1,008.00	\$1.50	\$1,050.00	\$1.30	\$910.00	\$1.38	\$966.00	\$1.50	\$1,050.00	\$1.00	\$700.00	\$1.50	\$1,050.00
28	F&I 12" White Thermoplastic Crosswalk Solid Stripe	L.F.	685	\$4.60	\$3,151.00	\$5.00	\$3,425.00	\$4.15	\$2,842.75	\$4.40	\$3,014.00	\$4.00	\$2,740.00	\$3.00	\$2,055.00	\$4.50	\$3,082.50
29	F&I 4" Type I W-C Traffic Button	EA.	200	\$4.14	\$828.00	\$4.00	\$800.00	\$3.75	\$750.00	\$3.96	\$792.00	\$4.00	\$800.00	\$5.00	\$1,000.00	\$4.50	\$900.00
30	F&I 4" Type II W-C/R Traffic Button	EA.	125	\$4.14	\$517.50	\$4.00	\$500.00	\$3.75	\$468.75	\$3.96	\$495.00	\$4.00	\$500.00	\$5.00	\$625.00	\$4.50	\$562.50
31	F&I White Thermoplastic Yield Line Pavement Marking	EA.	20	\$51.75	\$1,035.00	\$52.00	\$1,040.00	\$47.00	\$940.00	\$49.50	\$990.00	\$40.00	\$800.00	\$250.00	\$5,000.00	\$44.00	\$880.00
32	F&I Small Road Sign Assembly	EA.	4	\$603.75	\$2,415.00	\$604.00	\$2,416.00	\$550.00	\$2,200.00	\$577.50	\$2,310.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$475.00	\$1,900.00
33	Cut Out Existing 16" Water Line and install a 16"x8" Tee	EA.	2	\$4,642.51	\$9,285.02	\$6,100.00	\$12,200.00	\$5,000.00	\$10,000.00	\$7,370.00	\$14,740.00	\$6,000.00	\$12,000.00	\$5,000.00	\$10,000.00	\$7,000.00	\$14,000.00
34	Cut Out Existing 16" Water Line and install a 16"x6" Tee	EA.	1	\$6,209.91	\$6,209.91	\$5,700.00	\$5,700.00	\$4,700.00	\$4,700.00	\$6,820.00	\$6,820.00	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00
35	F&I 8" Gate Valve	EA.	2	\$1,452.15	\$2,904.30	\$2,000.00	\$4,000.00	\$1,100.00	\$2,200.00	\$2,420.00	\$4,840.00	\$1,600.00	\$3,200.00	\$4,000.00	\$8,000.00	\$1,700.00	\$3,400.00
36	F&I 8" MJ Plug	EA.	2	\$220.98	\$441.96	\$500.00	\$1,000.00	\$425.00	\$850.00	\$605.00	\$1,210.00	\$450.00	\$900.00	\$850.00	\$1,700.00	\$1,500.00	\$3,000.00
37	R&R existing fire hydrant, including 6" gate valve	EA.	1	\$3,605.03	\$3,605.03	\$3,000.00	\$3,000.00	\$4,700.00	\$4,700.00	\$3,850.00	\$3,850.00	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00	\$3,000.00	\$3,000.00
38	F&I New Fire Hydrant, including 6" gate valve	EA.	1	\$3,721.29	\$3,721.29	\$4,500.00	\$4,500.00	\$4,400.00	\$4,400.00	\$5,500.00	\$5,500.00	\$4,000.00	\$4,000.00	\$6,500.00	\$6,500.00	\$4,500.00	\$4,500.00
39	F&I 8" AWWA C900 DR-18	L.F.	75	\$91.21	\$6,840.75	\$40.00	\$3,000.00	\$150.00	\$11,250.00	\$55.00	\$4,125.00	\$75.00	\$5,625.00	\$40.00	\$3,000.00	\$86.00	\$6,450.00
40	F&I 6" AWWA C900 DR-18	L.F.	50	\$125.10	\$6,255.00	\$49.00	\$2,450.00	\$150.00	\$7,500.00	\$49.50	\$2,475.00	\$70.00	\$3,500.00	\$38.00	\$1,900.00	\$60.00	\$3,000.00
41	F&I 18" CL. III RCP	L.F.	40	\$84.38	\$3,375.20	\$78.00	\$3,120.00	\$80.00	\$3,200.00	\$93.50	\$3,740.00	\$150.00	\$6,000.00	\$55.00	\$2,200.00	\$55.00	\$2,200.00
42	F&I 18" CL. IV RCP	L.F.	65	\$86.67	\$5,633.55	\$80.00	\$5,200.00	\$90.00	\$5,850.00	\$95.70	\$6,220.50	\$160.00	\$10,400.00	\$55.00	\$3,575.00	\$65.00	\$4,225.00
43	F&I C.O.S. 10' standard curb inlet	EA.	1	\$3,852.50	\$3,852.50	\$4,100.00	\$4,100.00	\$5,400.00	\$5,400.00	\$4,950.00	\$4,950.00	\$4,250.00	\$4,250.00	\$3,100.00	\$3,100.00	\$7,000.00	\$7,000.00
44	F&I C.O.S. 8' standard curb inlet	EA.	1	\$3,622.50	\$3,622.50	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$4,620.00	\$4,620.00	\$4,000.00	\$4,000.00	\$2,850.00	\$2,850.00	\$6,000.00	\$6,000.00
45	S R&D existing barrier free ramp	EA.	3	\$348.40	\$1,045.20	\$500.00	\$1,500.00	\$350.00	\$1,050.00	\$750.00	\$2,250.00	\$200.00	\$600.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00
46	S R&D existing concrete sidewalk	S.Y.	85	\$6.46	\$549.10	\$6.00	\$510.00	\$15.00	\$1,275.00	\$10.00	\$850.00	\$10.00	\$850.00	\$20.00	\$1,700.00	\$27.00	\$2,295.00
				<u>\$622,771.67</u>		<u>\$638,283.75</u>		<u>\$659,807.75</u>		<u>\$714,922.55</u>		<u>\$765,105.00</u>		<u>\$815,982.25</u>		<u>\$836,000.00</u>	



Ranch Road Paving and Drainage Project

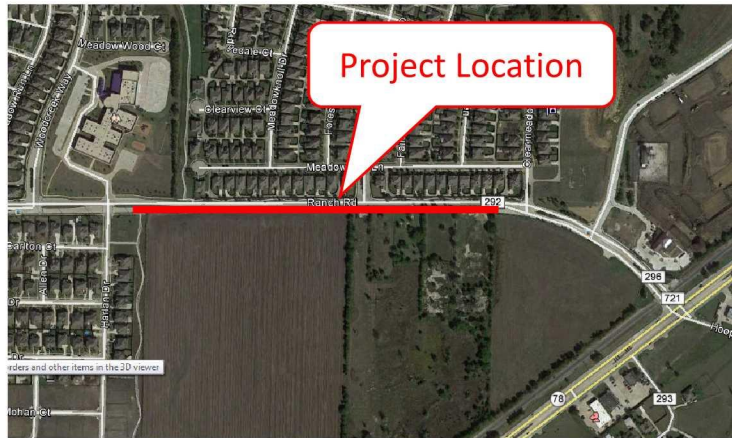
City Council
May 4, 2015

Overview

- Project Scope
- Collin County Interlocal Agreement (ILA)
- Engineering and Property Acquisition
- Bid Process
- Construction Schedule
- Staff Recommendations

Project Scope

- Construct the southern two lanes (and sidewalk) of Ranch Road from Harlan Drive to Clearmeadow Lane
- Limited drainage improvements (2 curb inlets & storm pipe)
- Limited water improvements (fire hydrants, stub outs for future connections)
- Conduit (for future street lighting)



Collin County ILA – Ranch Road

- City Council approved an ILA with Collin County for roadway improvements to Ranch Road in December of 2014, which included:
 - Ranch Road from Dewitt to Fire Station #2 (project complete)
 - Ranch Road from Harlan to Clearmeadow
- County funds total \$480,000.00 (County Bond Funds)
- The City worked with the Developer of Woodbridge to construct Ranch Road from Dewitt to Fire Station #2 (cost: \$109,102.59)
- Collin County will fund ½ of the cost of design, property acquisition, and construction

Collin County ILA – Ranch Road



Engineering & Property Acquisition

- BW2 Engineers, Inc. completed the engineering design and land surveying for the project
- Design included drainage and limited utilities (storm, water)
- Staff worked with an appraisal firm (Pyles Whatley) and a property acquisition firm (PTG) to work through the acquisition process with adjacent land owners to obtain the required right-of-way
- City staff worked with Franchise Utility companies to relocated utilities in conflict (Farmers Electric, Time Warner Cable, Verizon)

Bid Process

- The project was advertised in the Sachse News on April 2nd and April 9th, and posted on www.civcast.com, an online plan room, for prospective bidders to view and download project plans and materials
- Staff held a pre-bid meeting on April 14th, which was attended by 4 construction companies
- Staff opened bids and read them aloud on April 23rd. Seven bids were received.
- The low bid was received from McMahon Contracting, L.P., in the amount of \$622,771.67.
- McMahon's references were found to be satisfactory, and they have successfully completed roadway construction projects in the City of Sachse (Haverhill Lane re-construction, Bryan Street panel replacement)

Project Budget – Ranch Road Combined

• City Budget (Roadway Impact Fees)	\$480,000.00
• Collin County Budget (County Bond Funds)	\$480,000.00
• Construction – Dewitt to Fire Station #2 (complete)	\$109,102.59
• Surveying & Engineering Fees	\$66,400.00
• Appraisal & Acquisition Fees	\$22,000.00
• Property Acquisition Cost	\$108,484.65
• Online Plan Room Posting Fee	\$100.00
• Total Remaining Project Budget	\$653,912.56

Project Contingency

- **The available budget to complete the project is \$653,912.56**
- **McMahon Contracting, L.P. submitted the lowest qualified bid, in the amount of \$622,771.67**
- **Staff is recommending a project contingency of \$25,000.00**
- The contingency will only be used if necessary
- Any remaining funds at the completion of the project will be returned to the City of Sachse (Roadway Impact Fees), and to Collin County (County Bond Fund)
- The City of Sachse may request any remaining County Bond Funds to be considered for re-allocation to the remain Collin County Bond Project (Maxwell Creek Road)

Construction Schedule

- Contractor to mobilize in late May/early June
- Construction Schedule is 120 days total (4 months)
- Project goal is to have the road open to traffic for the 2015-2016 School year

Staff Recommendations

- Staff recommends the City Council approve a resolution of the City Council of the City of Sachse, Texas, awarding the bid for the construction of the Ranch Road Paving and Drainage Improvements Project to McMahon Contracting, L.P., in an amount not to exceed six hundred forty-seven thousand seven hundred seventy-one dollars and sixty-seven cents (\$647,771.67); authorizing the City Manager to execute such agreement in a form approved by the City Attorney; and providing an effective date.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AWARDING THE BID FOR THE CONSTRUCTION OF THE RANCH ROAD PAVING AND DRAINAGE IMPROVEMENTS PROJECT TO MCMAHON CONTRACTING, L.P., IN AN AMOUNT NOT TO EXCEED SIX HUNDRED FORTY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY-ONE DOLLARS AND SIXTY-SEVEN CENTS (\$647,771.67); AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH AGREEMENT IN A FORM APPROVED BY THE CITY ATTORNEY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for a contractor to construct paving and drainage improvements to Ranch Road from Harlan Drive to Clearmeadow Lane in the City of Sachse Texas; and

WHEREAS, the project is listed as a project in the 2013-2014 City of Sachse Capital Improvement Plan;

WHEREAS, the City of Sachse and Collin County have entered into an Interlocal Agreement for the design and construction of Ranch Road from Harlan to Clearmeadow and from Dewitt Road to Fire Station #2, known as Bond Project #07-087; and

WHEREAS, the project funding sources include the City of Sachse and Collin County; and

WHEREAS, the City has previously identified the primary City funding source for the project to be Roadway Impact Fees; and

WHEREAS, Collin County has agreed to fund one half of Bond Project #07-087, which includes Ranch Road from Harlan Drive to Clearmeadow Lane, in an amount not to exceed four hundred eighty thousand dollars (\$480,000.00); and

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

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

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

Section 1: That the Bid for the construction of the Ranch Road Paving and Drainage Improvements project is hereby awarded to McMahon Contracting, L.P., in an amount not to exceed six hundred forty-seven thousand seven hundred seventy-one dollars and sixty-seven cents (\$647,771.67).

Section 2: That the City Manager is authorized to execute an agreement with McMahon Contractors, Incorporated, in a form approved by the City Attorney.

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

RESOLVED this 4th day of May, 2015. CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary



Legislation Details (With Text)

File #:	15-2770	Version:	1	Name:	Resolution for Collin County Purchasing Cooperative - Paving Improvements for Woodbridge Parkway
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	4/14/2015	In control:		In control:	City Council
On agenda:	5/4/2015	Final action:		Final action:	
Title:	Consider a resolution of the City Council of the City of Sachse, Texas, approving a purchase order in the amount not to exceed fifty-four thousand five hundred eighty-five dollars and zero cents (\$54,585.00) to GT Construction, Incorporated for concrete pavement replacement to Woodbridge Parkway south of State Highway 78; authorizing its execution by the City Manager; and providing an effective date.				

Executive Summary

This agenda item is for a pricing agreement to replace concrete pavement on Woodbridge Parkway, south of State Highway 78.

Sponsors:

Indexes:

Code sections:

Attachments: [Project Location PDF](#)
[Wylie Purchasing Agreement - Bid Information PDF](#)
[Contractor Cost Estimate PDF](#)
[Resolution for Purchase Order Woodbridge Parkway PDF](#)
[Woodbridge Parkway Presentation PDF](#)

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving a purchase order in the amount not to exceed fifty-four thousand five hundred eighty-five dollars and zero cents (\$54,585.00) to GT Construction, Incorporated for concrete pavement replacement to Woodbridge Parkway south of State Highway 78; authorizing its execution by the City Manager; and providing an effective date.

Executive Summary

This agenda item is for a pricing agreement to replace concrete pavement on Woodbridge Parkway, south of State Highway 78.

Background

This agenda item is for the use of the Collin County Purchasing Cooperative for pavement replacement on Woodbridge Parkway. Woodbridge Parkway is classified as a minor arterial

road in the City of Sachse. There are multiple concrete panels on Woodbridge Parkway south of State Highway 78, which are failing and require replacement. In addition, there are several sections of concrete curb that are damaged. The project location is shown in Attachment 1.

Collin County has a purchasing cooperative, which allows participating cities, towns, school districts, colleges, and other public entities to utilize price agreements of other participants in the program. The City of Sachse is a participant in the program, and has utilized this cooperative in the past for pavement replacement.

The City of Wylie is also a participant in the program. Wylie publicly bid a price agreement contract for concrete in March, 2014 (Attachment 2). As a result of the bid process, Wylie initiated an annual price agreement with three contractors. The agreement has an initial 1-year term, with the option for four additional 1-year terms. GT Construction, Incorporated, was one of the three contractors included in the Wylie price agreement.

GT Construction has prepared a cost estimate for the project, based upo the unit price agreement (Attachment 3).

Staff is seeking the approval of the City Council of the City of Sachse to utilize the Wylie price agreement to establish a purchase order for GT Construction, Incorporated, to complete the paving replacement for Woodbridge Parkway. The construction would be done based upon the approved unit prices for concrete identified in the Wylie price agreement. The contractor would be paid based upon the quantities of concrete installed, and not on a lump sum basis.

Policy Considerations

The Public Works Department is responsible for the maintenance of public roads in the City of Sachse. Replacement of concrete panels is a part of regular maintenance of roads, and is necessary when structural failure occurs as pavement ages.

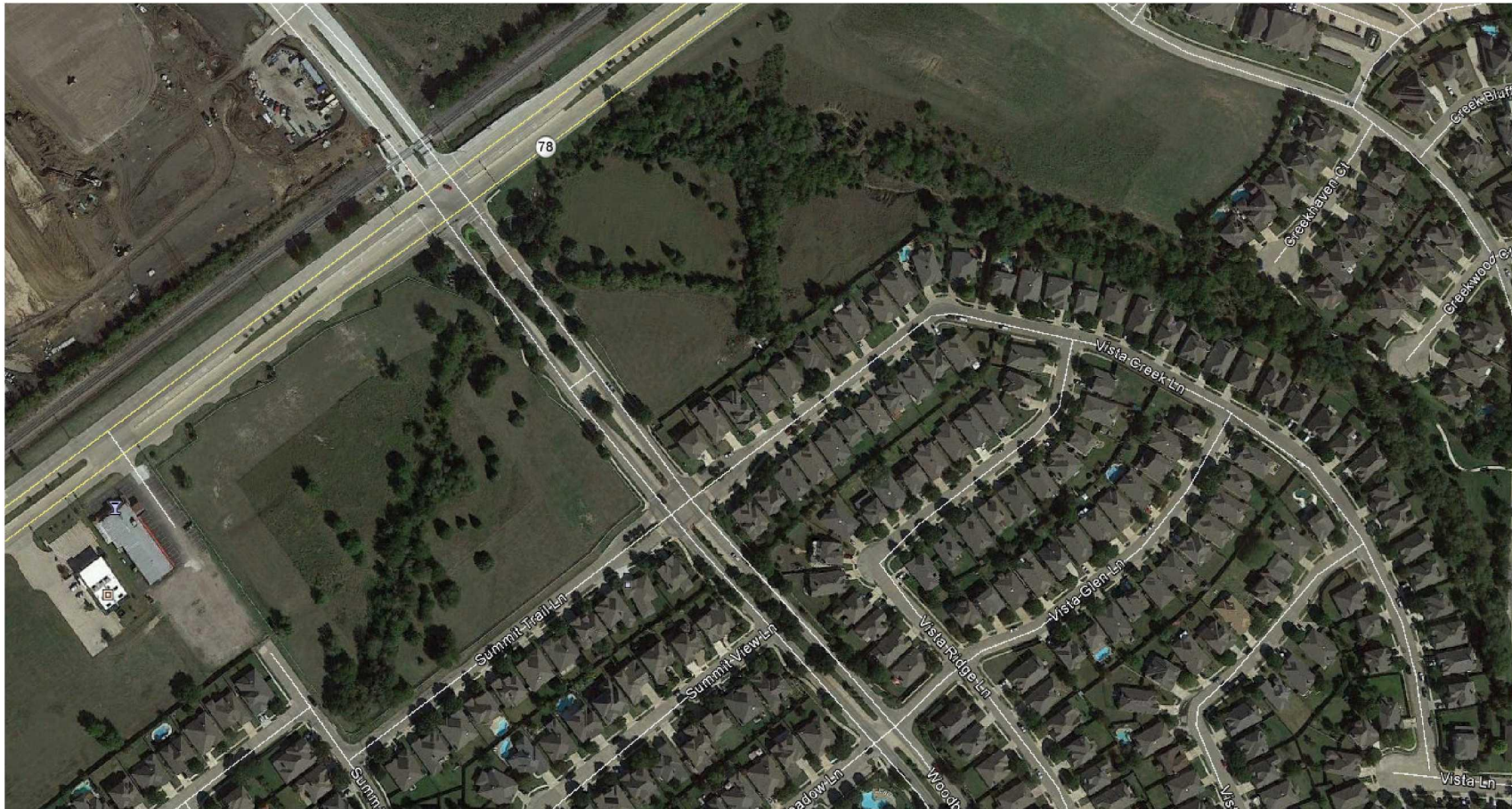
Budgetary Considerations

The funding source for the project is the Street Repairs and Materials budget line item in the Public Works annual budget.

Staff Recommendations

Staff recommends the approval of a resolution of the City Council of the City of Sachse, Texas, approving a purchase order in the amount not to exceed fifty-four thousand five hundred eighty-five dollars and zero cents (\$54,585.00) to GT Construction, Incorporated for concrete pavement replacement to Woodbridge Parkway south of State Highway 78; authorizing its execution by the City Manager; and providing an effective date.

Project Location





CITY OF WYLIE, TEXAS

**INVITATION FOR SEALED BIDS
BID #W2014-65-A**

**ANNUAL PRICE AGREEMENT CONTRACT
for CONCRETE MAINTENANCE and REPAIR
(VARIOUS LOCATIONS)**

*BIDS ARE DUE TO THE PURCHASING DEPARTMENT
PRIOR TO:*

March 31, 2014 - 3:00 p.m. CDT

LATE BIDS WILL NOT BE ACCEPTED

*BIDS MAY BE SENT VIA DELIVERY SERVICE or U.S. POSTAL SERVICE;
or hand delivered to:*

**GLENNA HAYES C.P.M.,
PURCHASING AGENT
CITY OF WYLIE
300 COUNTRY CLUB ROAD
WYLIE, TEXAS 75098**

glenna.hayes@wylietexas.gov

Time Critical Competitive Sealed Bid Deliveries: The City of Wylie, Texas cannot guarantee, due to internal procedures that any documents sent Priority Mail will be picked up and delivered by the closing date and time. Bidders are encouraged to choose the best delivery method for their situation.

COVER SHEET

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**SECTION I
NOTICE TO BIDDERS
W2014-65-A**

**ANNUAL PRICE AGREEMENT CONTRACT for CONCRETE MAINTENANCE and REPAIR
(VARIOUS LOCATIONS)**

DEFINITIONS:

- The terms "City" or "Owner" as used throughout these documents will mean the City of Wylie, Texas.
- The terms "Contractor" or "Bidder" is used throughout these documents will mean the Contractor submitting a bid.

TERM:

The City intends to award Price Agreements to qualified bidders, and establish an annual agreement with renewals. The agreement will contain a fixed pricing structure with an initial one (1) year term. The City retains the right and option to extend the term of the agreement for four (4) additional, one (1) year periods upon the same terms and conditions. The City also retains the right and option to terminate the agreement upon thirty (30) days written notice.

INVITATION: - Competitive Sealed Bids will be accepted for the following:

Project Title: Bid # W2014-65-A
 ANNUAL PRICE AGREEMENT CONTRACT for CONCRETE MAINTENANCE and REPAIR
 (VARIOUS LOCATIONS)

Project Address: Various locations within the City of Wylie, Texas

DESCRIPTION:

- The City of Wylie is accepting sealed bids for a fixed price, Price Agreement to establish a qualified listing of contractors to furnish all necessary materials, machinery, equipment, fuel, superintendence, insurance and bonds; and for performing all work required for the maintenance and repair of concrete streets, alleys, parking lots, sidewalks, curbs, and gutters. Price agreements are used to establish a qualified contractor listing for items / services that are purchased repetitively over a period of time that cannot be quantified.

The Public Works Department will contact contractors who have been awarded an agreement on an as needed basis to perform general concrete maintenance and/or repair as described in the bid specification. Note: This agreement does not cover "new" construction.

- City's Estimated Annual Budget: \$275,000* (*may vary from fiscal year to fiscal year and is subject to annual budgetary approval by Council)
- Consideration for Award: The City may consider the following minimum criteria, and may make such investigations as it deems necessary to determine the ability of the bidder to provide satisfactory performance in accordance with the bid specifications:

Price
Bidder's experience and reputation
Quality of the bidder's goods and/or services
Bidder's safety record
Bidder's proposed personnel
Bidder's financial capabilities

PROJECT COMPLETION SCHEDULES:

The completion schedule for each project will be mutually agreed upon in writing by both parties per Sample Form 1 – Concrete Repair Work Order Form.

PRE-BID MEETING: **Thursday, March 20, 2014 @ 10:00 am**

Bidders are encouraged to attend this non-mandatory pre-bid meeting. Bidders will have an opportunity to ask questions and/or seek clarification regarding any and all aspects of this request for sealed bids. Verbal side discussions at the meeting shall not be considered part of the bid unless confirmed in writing by the City and incorporated into this bid through the addendum(s). Questions asked at the meeting that cannot be adequately answered at that time, may be deferred until issuance of an addendum.

Wylie Municipal Complex – Public Services Conference Room
300 Country Club Road, 3rd Floor
Wylie, TX 75098

QUESTIONS DEADLINE **Wednesday, March 26, 2014, @ 12:00 CST**

QUESTION WILL NOT BE ANSWERED VIA TELEPHONE OR FAX

All questions must be submitted in writing to the City of Wylie Purchasing Agent, and must include contact person, address and email.

Glenna Hayes C.P.M.
Purchasing Agent, City of Wylie
glenna.hayes@wylietexas.gov

Responses will be published in the form of an addendum. Verbal inquiries will not be accepted, and respondents should refrain from seeking additional information, clarification or other communications from any outside agency or City employee other than the Purchasing Department.

ADDENDUMS:

All interpretations, answers to questions, corrections and/or changes to a bid solicitation, or extensions to the opening date will be made by addendum. Addendums will be published in writing and will be made available via the City of Wylie Purchasing Department web site at <http://www.wylietexas.gov/departments/finance/purchasing.php>.

The bidder is required to acknowledge receipt of addendums on **Exhibit B**.

It is the responsibility of all bidders to check the City's web site for all addendums.

BIDS DUE: One (1) original sealed bid submitted **prior to Monday, March 31, 2014 @ 3:00 pm CT**

All costs associated with the preparation/delivery of the bid, and or any subsequent presentations or request for other documentation, are the sole responsibility of the bidder. Note: Bids will be registered by automatic clock stamp. The City of Wylie Purchasing Department clock stamp is the official clock, and no other time sources will be accepted.

1. Bid Receiving Location:

Wylie Purchasing Department

300 Country Club Road, 1st Floor (Utility Billing Window)

Wylie, TX 75098

972-516-6140

2. Bid Opening Location:

Wylie Municipal Center – Public Services Conference Room

300 Country Club Road, 3rd Floor

Wylie, TX 75098

3. Sealed: All bids must be sealed and the face of the envelope must contain the following information:

Bid No.: W2014-65-A

Name of Project: ANNUAL PRICE AGREEMENT CONTRACT for
CONCRETE MAINTENANCE and REPAIR

Name of Bidder: Contractor Name

4. Bids are valid only if deposited at designated receiving location prior to receiving time.
5. Bids deposited after receiving time by the bidder, a delivery service or any other delivery method will be returned unopened.

TIME SCHEDULE:

Advertising:	March 12 & March 19, 2014
Bid Release	March 12, 2014
Pre-Bid Meeting	Thurs, March 20, 2014 @ 10:00 am CT
Questions Deadline:	Wed, March 26, 2014 prior to 12:00 noon CT
Bids Due:	Mon, March 31, 2014 prior to 3:00 pm CT
Council Award:	Tentative: April 22, 2014

BID FORM/PRICING:

Bidders are requested to submit bids utilizing **Exhibit "B" Bid Form and Vendor Acknowledgment.**

BONDS:

- **Bid Bond (5%)** - not required
- **Performance and Payment Bonds (100%)** - In accordance with Government Code 2253 and Local Government Code 252, successful bidder shall submit Owner's Performance bond in the amount of one hundred percent (100%) of each Concrete Work Order of \$100,000.00 or greater and power of attorney; and a Material and Labor Payment Bond and power of attorney in amount of one hundred percent (100%) of each Concrete Work Order of \$50,000 or greater. Bonds must be from an approved surety company holding a permit from the State of Texas to act as surety, or other sureties acceptable to the OWNER, on the forms provided in the specifications.

CLIENT WORK HISTORY:

Contractor to provide a five (5) year work history (**Client Work History Form - Exhibit D**), including client's names, addresses, telephone numbers, points of contact and length of continuous service. The City reserves the right to request additional reasonable information from which the vendor's condition of responsibility can be determined as designated by State law. A Client Information Work History Worksheet is attached, and bids received without this worksheet may be deemed as non-responsive.

INDEPENDENT CONTRACTOR:

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

INSURANCE:

Within ten (10) working days of being notified of potential award of this contract by the City of Wylie, vendors will be required to furnish a valid insurance certificate to the City that meet all of the requirements as stated in the **City of Wylie Insurance Requirements Exhibit "A"**. If this time requirement is not met, the City has the right to declare a vendor non-responsive.

NOTE: Vendor to provide services by company employees only; subcontractors are not acceptable.

RESERVATION OF RIGHTS:

The City of Wylie reserves the right to reject any or all bids and to waive informalities. In case of ambiguity or lack of clearness in stating prices in the bids, the City of Wylie reserves the right to request clarification thereof, to reject the bid or allow the bidder to withdraw the bid when applicable. Unreasonable (or "unbalanced") unit prices may deem the bidders offer as non-responsible and may authorize the City of Wylie to reject any bid.

INTENT TO AWARD

The City shall give notice of intent to award within sixty (60) calendar days following the opening of bids. Contractors must qualify within ten (10) working days after receipt of written request, by submitting such additional evidence as may be required by the City including evidence of insurance that meets the City requirements as stated in the bid specifications.

Should the contractor fail to produce evidence satisfactory to the City on any of the foregoing points, the bidder may be deemed non-responsive and the work awarded to the next responsible bidder so qualifying. The Contractor agrees to commence work within then (10) days after the date of written notice to do so.

CHANGE ORDERS/CONTRACT MODIFICATIONS

No oral statement of any person shall modify or otherwise change, or affect the term, conditions or specifications stated in the resulting contract. All change orders and/or modifications to the contract will be made in writing by the Purchasing Agent.

OTHER DEADLINES

- **Corporate Resolution:** Upon request by the City, bidder shall submit, within seven (7) business days after notice of award of contract, a corporate resolution, certificate of partnership agreement or joint venture agreement which identifies the person(s) authorized to execute a contract on behalf of the corporation, partnership, or joint venture.
- **Insurance:** Upon request by the City, bidder shall furnish certificates of insurance and endorsement pages that meet the City requirements within ten (10) business days. Failure of the bidder to produce the required documents may deem the bidder as non-responsive.
- **Miscellaneous Documents:** Upon request by the OWNER, bidder must submit, within five (5) business days such documentation as the City requests to evaluate the qualifications of the bidder to perform the work. Failure of the bidder to produce documentation of qualifications in a timely manner may deem the bidder as non-responsive.

DISCLOSURE OF CERTAIN RELATIONSHIPS

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Wylie no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Form is attached to the bid specifications; **Exhibit "I"**

PREVAILING WAGE RATES:

The following information from Chapter 2258 Texas Government Code Title 10 requires state agencies, cities, counties, independent school districts, and all other political subdivisions that engage in construction projects (highways, road, excavation, repair work or other project development or improvement) using public funds to include prevailing wage rate in the project bid documents and the construction contract.

By submitting an offer, bidders certify that they are in compliance with all application federal, state and local laws.

2258.021. Duty of Governmental Entity to Pay Prevailing Wage Rates

- (a) The state or any political subdivision of the state shall pay a worker employed by it or on behalf of it:
 - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
 - (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work
- (b) Subsection (a) does not apply to maintenance work.
- (c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

DEBARMENT:

Bidder certifies that at the time of submission of its bid, Bidder was not on the federal government's list of suspended, ineligible or debarred contractors and that Bidder has not been placed on this list between the time of its bid submission and the time of execution of the Contract. If Bidder is placed on this list during the term of the Contract, Bidder shall notify the City of Wylie Purchasing Agent. False certification or failure to notify may result in termination of the Contract for default.

CONFIDENTIAL OR PROPRIETARY INFORMATION:

If a bidder believes that parts of an offer are confidential, then the bidder must so specify. The bidder must stamp in bold letters the term CONFIDENTIAL on that part of the offer which the bidder believes to be confidential. The bidder must submit in writing specific detailed reasons, including any relevant legal authority, stating why the bidder believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Wylie will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

CONTRACT ADMINISTRATION:

The City of Wylie Public Works Department together with the Purchasing Department shall be responsible for administration of the contract for compliance with the interpretation of scope, schedule, billings, requirements, and budget.

####

SECTION II

CITY OF WYLIE INSTRUCTIONS FOR BIDDING

CITY OF WYLIE GENERAL TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY.

1. **BID NOTIFICATION:** City of Wylie utilizes the following procedures for notification of bid opportunities: the Wylie News: www.wylienews.com. City of Wylie shall not be responsible for receipt of notification and information from any source other than that listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.
2. **REQUIRED INFORMATION:** City of Wylie (City) bid/proposal packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the bidder may be found non-responsive. Vendors may be required to complete and supply all information contained in the "supplemental information" portion of the packet at a date after bid opening. Failure to complete "supplemental information" requirements in a timely manner, prior to council award, may be used by the City in determining a vendor's responsibility.
3. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** a prospective bidder must affirmatively demonstrate their responsibility. The City of Wylie may request representation and other information sufficient to determine bidder's ability to meet these minimum standards including but not limited to:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics;
 - E. Otherwise qualified and eligible to receive an award.
4. **CORRESPONDENCE:** the number of this bid packet must appear on all correspondence, or inquiries, pertaining to this quotation.
5. **PREPARATION COST:** the City will not be liable for any costs associated with the preparation, transmittal, or presentation of any bids or materials submitted in response to any bid, quotation, or proposal.
6. **NOTICE OF PUBLIC DOCUMENTS:** any and all materials initially or subsequently submitted as part of the bid process shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.
7. **ADDENDA:** any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Wylie purchasing division. Addenda will be made available to all who are known to have received a copy of this bid packet, if the addenda contain changes to the "specification" or "bid form", bidders shall acknowledge receipt of all addenda or they may be declared non-responsive.
8. **NON-RESIDENT BIDDERS:** Texas government code, chapter 2252: non-resident bidders. Texas law prohibits City and governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidder's state.
9. **INSURANCE:** the City requires vendor(s) to carry the minimum insurance as required by state laws, and insurance requirements as outlined in the bid/proposal documents. Vendors must submit endorsement pages as well as insurance certificates.
10. **NO PROHIBITED INTEREST:** Bidder acknowledges and represents that they are aware of the laws, City Charter regarding conflicts of interest. The City Charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service.....".
11. **SILENCE OF SPECIFICATION:** the apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
12. **SAMPLES:** any catalog, brand names, or manufacturer's reference in this bid packet is descriptive and not restrictive, and is used to indicate type and quality level desired for comparison purposes unless specifically excluded. Please quote as listed or give equal. If item offered is other than as indicated, bidder must state make, model, and part number of product quoted. Equality will be determined by the City, per the specifications. Samples, if required, shall be furnished free of expense to the City. **Samples should not be enclosed with bid unless requested.**

13. **TESTING:** testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.
14. **PRICING:** bid price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.
15. **ERROR-QUANTITY:** bid price must be submitted on units of quantity specified, extended, and total shown, in the event of discrepancies in extensions, the unit price shall govern.
16. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By submittal of this bid, in addition to the guarantees and warranties provided by law, vendor expressly guarantees and warrants as follows:
 - A. That the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the vendor will bear the cost of inspecting and/or testing articles rejected.
 - B. That the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the vendor will, at vendor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
 - C. That the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
 - D. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.
17. **PACKAGING:** unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
18. **SHIPMENT/TITLE/RISK OF LOSS:** quotations shall be bid F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery. The City of Wylie assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
19. **DELIVERY PROMISE – PENALTIES:** quotations must show the number of calendar days required to place the materials in the possession of the City (do not quote shipping dates) and deliveries will be acceptable only during normal working hours at the designated location. When delivery delay can be foreseen, the bidder shall give prior notice to the purchasing division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the purchasing division to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
20. **ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT:** the City adopts Vernon Texas' Statutes and Codes, Annotated Business and Commerce Code Chapter 43. Uniform Electronic Transaction Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.
21. **PRESENTATION OF BIDS:** complete bid packets must be presented to the Purchasing Department in a sealed envelope unless otherwise indicated.
22. **ALTERING BIDS:** bid prices cannot be altered or amended after submission deadline. Any inter-lineation alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
23. **LATE BIDS:** bid packets received in the purchasing department after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Wylie is not responsible for the lateness of mail carrier, weather conditions, etc.
24. **WITHDRAWAL OF BIDS:** Bids filed with the City may be withdrawn, modified and/or resubmitted prior to the time set in the bid specifications. Bidder agrees that once opened, a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids without written approval of the City.
25. **BID OPENINGS:** all bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive. The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Wylie purchasing guidelines, and project documents, including but not limited to the bid/proposal specifications and required submittal documents. The City will notify the

successful bidder upon award of the contract and, according to state law all bids received will be available for inspection at that time.

26. **BID SUMMARY SHEET:** bid summary results will be made available forty-eight (48) hours after bid opening. Bidders desiring a copy of the bid summary sheet may request the results forty-eight hours (48) hours after the bid opening through the City's web site at: <http://www.wylietexas.gov/departments/finance/purchasing.php>.
27. **MINOR DEFECT:** the City reserves the right to waive any minor defect, irregularity, or informality in any bid. The City may also reject any or all bids without cause prior to award.
28. **EVALUATION:** bids/proposals will be evaluated as outlined in the bid/proposal document.
29. **SPLIT AWARD:** the City reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The City reserves the right to take into consideration contract administration costs for multiple award contracts when determining low bid.
30. **PROTESTS:** all protests regarding the bid solicitation process must be submitted in writing to the Purchasing Agent within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the local government code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary prior to council award. All staff recommendations will be made available for public review ninety-six (96) hours prior to consideration by the City Council by emailing: purchasing@wylietexas.gov.

GENERAL TERMS AND CONDITIONS

Bonding, Purchase Order and Payments:

31. **BID SECURITY/BOND REQUIREMENTS:** If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsible and will not be considered for award. Performance and/or payments bonds, when required, shall be submitted (along with power of attorney), to the City prior to commencement of any work pursuant to the agreement provisions.

A BOND REQUIRED BY THIS SECTION MUST BE EXECUTED BY A CORPORATE SURETY IN ACCORDANCE WITH SECTION 1, CHAPTER 87, ACTS OF THE 56TH LEGISLATURE, REGULAR SESSION, 1959 (ARTICLE 7.19-1, VERNON'S TEXAS INSURANCE CODE).

A BOND REQUIRED UNDER THIS SECTION MUST CLEARLY AND PROMINENTLY DISPLAY ON THE BOND OR ON AN ATTACHMENT TO THE BOND:

THE NAME, MAILING ADDRESS, PHYSICAL ADDRESS, AND TELEPHONE NUMBER, INCLUDING THE AREA CODE, OF THE SURETY COMPANY TO WHICH ANY NOTICE OF CLAIM SHOULD BE SENT.

32. **FUNDING:** the contractor recognizes that any contract shall commence upon the effective date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Wylie, which fiscal year ends on September 30th of each year, shall be subject to Wylie City Council approval. In the event that the Wylie City Council does not approve the appropriation of funds for the contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.
33. **ADDITIONAL TERMS:** Notwithstanding acceptance by the City of the goods or services resulting from an award, no additional terms or conditions of vendor, whether contained within vendor's invoice or otherwise, shall be accepted by City.
34. **PURCHASE ORDERS:** a purchase order(s) shall be generated by the City to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number.
35. **PRICE ESCALATION:** price escalations may be permitted by the City of Wylie during the term of the contract. All requests for price escalation shall be in written form and shall demonstrate industry-wide or regional increases in the contractor's costs. Include documents supporting the price escalation, such as manufacturer's direct cost, postage rates, railroad commission rates, federal/state minimum wage laws, federal/state unemployment taxes, FICA, etc. Increases will apply only to the products(s) and/or service(s) affected by an increase in raw material, labor, or another like cost factor. The City of Wylie reserves the right to accept or reject any/all price escalations.

36. **PRICE REDUCTION:** if during the life of the contract, the contractor's net prices to other customers for the same product(s) and/or service(s) are lower than the City of Wylie's contracted prices, an equitable adjustment shall be made in the contract price.
37. **INVOICING:** Invoices shall be submitted to the City of Wylie, Accounts Payable, 300 Country Club Rd, Wylie, TX 75098.
38. **PAYMENT TERMS:** Are net 30 in accordance with the Texas Prompt Payment Act (Texas Government Code, Chapter 2251), unless otherwise specified by the City in the bid/proposal packet.
39. **TAXES:** the City of Wylie is exempt from federal manufacturer's excise and state sales and use tax under Section 151 of the Texas Tax Code. Tax must not be included in bid. Tax exemption certificates will be executed by the City and furnished upon request, and the contractor shall comply with all provisions of Section 151.309.
40. **DELINQUENT TAXES:** section 2-2 of the City Code of Ordinances prohibits the payment of public funds to persons that owe delinquent taxes to the City of Wylie. Therefore, payment to a contractor for goods or services provided to the City under contract or Purchase Order may be withheld in the event the contractor owes delinquent taxes to the City.

CONTRACT:

41. **INTERLOCAL AGREEMENT:** successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Wylie.
42. **PATENT RIGHTS:** the contractor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
43. **ASSIGNMENT:** the contractor shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the purchasing division.
44. **AUDIT:** the City of Wylie reserves the right to audit the records and performance of contractor during the contract and for three years thereafter or as specified.
45. **CHANGE ORDERS:** no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All change orders to the contract will be made in writing by the City of Wylie.
46. **INDEMNIFICATION:** Vendor/contractor agrees to defend, indemnify and hold the City and its respective officers, agents and employees, harmless against any and all claims, lawsuits, judgments, fines, penalties, costs and expenses for personal injury (including death), property damage, intellectual property infringement claims (including patent, copyright and trademark infringement) or other harm or violations for which recovery of damages, fines, or penalties is sought, suffered by any person or persons that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of the contract, violations of law, or by any negligent, grossly negligent, intentional, or strictly liable act or omission of the contractor, its officers, agents, employees, invitees, subcontractors, or sub-subcontractors and their respective officers, agents, or representatives, or any other persons or entities for which the contractor is legally responsible in the performance of the contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of City, and its officers, agents, employees or separate contractors. City does not waive any governmental immunity or other defenses available to it under Texas or federal law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Vendor/contractor, at its own expense, is expressly required to defend City against all such claims. City reserves the right to provide a portion or its own entire defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this agreement. Contractor shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this agreement. If contractor fails to retain counsel within the required time period, City shall have the right to retain defense counsel on its own behalf and contractor shall be liable for all costs incurred by City.

In addition to contractor's intellectual property infringement indemnification and defense requirements herein, if an infringement claim occurs, or in contractor's opinion is likely to occur, contractor shall, at its expense: (a) procure for city the right to continue using the product; (b) replace or modify the product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the product and grant city a reimbursement for the product. Contractor will proceed under subsection (c) above only if subsections (a) and (b) prove to be commercially unreasonable.

The intellectual property infringement indemnification herein applies to all products provided, supplied or sold under this agreement by contractor to City whether manufactured by contractor or a third party. Contractor represents that, to the best of its knowledge, City's use of products that are provided supplied, or sold by contractor to City as part of this agreement does not constitute an infringement of any intellectual property rights and City has the legal right to use said products. City enters into this agreement relying on this representation.

The indemnification herein survives the termination of the contract and/or dissolution of this agreement including any infringement cure provided by the contractor.

47. **TERMINATION FOR DEFAULT:** the City of Wylie reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contractor fails to 1) meet delivery schedules or, 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award contract to another contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.
48. **REMEDIES:** the contractor and the City of Wylie agree that each party has rights, duties, and remedies available as stated in the uniform commercial code and any other available remedy, whether in law or equity.
49. **VENUE:** this agreement will be governed and constructed according to the laws of the state of Texas. This agreement is performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.
50. **EMPLOYMENT ELIGIBILITY VERIFICATION:** the immigration reform and control act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. department of justice form I-9.

The contractor warrants that contractor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Contractor warrants that contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

51. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. . By law, this questionnaire must be filed with the records administrator of the City of Wylie not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at http://www.wylietexas.gov/city_government/city_secretary/forms1.php. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code

END OF SECTION

#####

SECTION III SPECIFICATIONS

1. PROJECT

The following specifications are intended to describe the minimum requirements for concrete repair. The bid shall be based on a fixed price per the specification as required, and shall also be provided for saw cut and removal of existing concrete flatwork.

The City estimates the average annual expenditures for concrete flatwork to be approximately \$275,000. This estimate does not constitute an order, but only implies the City's probable expenditures for the contract period. Work performed under the contract will be ordered and scheduled on an as needed basis through the use of "Concrete Work Orders" (**Sample Form "1"**), and is subject to annual budgetary appropriations.

The contractor shall furnish all labor, materials and equipment necessary to complete concrete projects in accordance with the City's specifications and scheduling for each project.

Unless otherwise stated herein, all materials, equipment and construction methods covered under this contract shall conform to the Standard Specifications for Public Works Construction as published by the North Central Texas Council of Governments.

CONTRACTOR MUST OBTAIN COPIES OF THE LATEST CITY OF WYLIE STANDARD DETAILS (http://www.wylietexas.gov/departments/engineering/standard_construction_details.php) AND NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENT STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION WITH WYLIE AMENDMENTS. CONTRACTOR SHALL HAVE ONE COPY ON THE PROJECT AT ALL TIMES.

Bid prices shall remain firm for a period of one year. Contractor shall provide written notification to the City of any proposed price increase. Contract renewals are not dependent upon approval of price increases.

Unit prices as stated on the "Bid Form" (Exhibit "B") will be the basis for the payment to the contractor for completion of:

- 6 Inch Concrete Flatwork (including curbs and gutters)
- 8 Inch Concrete Flatwork (including curbs and gutters)
- Saw-Cut & Remove 6 Inch Concrete (including curbs and gutters)
- Saw-Cut & Remove 8 Inch Concrete (including curbs and gutters)
- 4 Inch Sidewalk, Remove & Replace
- 4 Inch Sidewalk, New Construction
- Barrier Free Ramp
- Saw-Cut & Remove Barrier Free Ramp

2. WORK ORDER BOND REQUIREMENTS

For the duration of this contract Payment Bonds and Performance Bonds may be required (**Bond Exhibits F-G**), to be determined by the dollar value of each Concrete Work Order (**Sample Form "1"**). Lien releases will be required and given to the City at the end of each work order. No payment by the City will be made to the contractor for completed work until the contractor delivers a lien release for any costs, actual or incidental, incurred during the completion of each work order.

3. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS

All bidders must affirmatively demonstrate responsibility, and must meet the following requirements:

- have adequate financial resources, or the ability to obtain such resources as required;
- be able to comply with the required or proposed delivery schedule;
- have a satisfactory record of performance and safety;

- have a satisfactory record of integrity and ethics;
- be otherwise qualified and eligible to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

4. OFFERS

Bidders shall fill out the bid form completely, stating all prices in figures. The prices in the offer shall be full compensation. The costs of all material, labor, equipment, and incidental work required to complete the project ready for use must be included in the unit prices for the bid items provided on **Sample Form "1"**, and no direct compensation will be made for any other work. Material on hand will not be paid until all work is completed.

5. TESTING

All tests required will be paid for by the City. All re-testing will be paid for by the Contractor.

6. GRADES

Contractor is responsible for all surveying and staking for projects covered by this agreement. Contractor is responsible for insuring that gutter grades allow for proper drainage.

7. WORK ORDERS

City shall issue Concrete Work Orders for each project (Sample Form 1). Each work order shall be uniquely numbered, and shall contain a description of the location and required work. Contractors awarded an agreement shall review the work order, complete the project cost (based on the contracted pricing) and provide an estimated start and completion date. Note: That Performance and Payment Bonds will be required as stipulated in Section I/Paragraph "Bonds".

8. CONSTRUCTION SCHEDULE

Contractor must give notice of any water service interruptions to residents at least **48** hours in advance.

9. DELIVERY CHARGES

All delivery charges (FOB work sites) shall be included in the bid price.

10. BARRICADING AND TRAFFIC CONTROL

Streets will remain open to thru traffic and emergency vehicles during the duration of each project. Barricading and construction signage shall be in accordance with the Texas Manual on Uniform Traffic Control Devices (MUTCD) requirements and shall be considered incidental in cost.

11. SAW-CUTTING

All existing concrete shall be sawed to limits of removal to insure uniformity. Costs for saw cutting shall be addressed on the Bid Form (**Exhibit "B"**).

12. LOCATING UTILITIES

Contractor shall be required to locate and protect all utilities, including sprinkler systems and other private underground installations. The Contractor shall protect all utilities during construction. Sprinkler system and other private underground installation relocation and repair shall be considered incidental.

13. FINAL CLEAN UP

Contractor will be responsible for the removal and proper disposal of waste created during the project duration, and will restore all disturbed areas to original condition or better. Areas disturbed by construction are to be sodded with the same type of grass that existed before construction began. Final clean up shall be complete prior to payment from the City for each work order.

14. WARRANTY

Successful bidder shall warrant that all work shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title, for a minimum of 1 year.

#####

SAMPLE FORM "1"



CONCRETE WORK ORDER
Wylie Agreement W2014-65-A

Concrete Work Order # _____

Date: _____

Contractor: _____

Wylie Contact: _____

Phone: _____

Location of Work: _____

Description of Work:

Contractor's Response:

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
_____	6 Inch Concrete Flatwork *	_____	_____
_____	8 Inch Concrete Flatwork *	_____	_____
_____	Saw-Cut & Remove 6 Inch Concrete *	_____	_____
_____	Saw-Cut & Remove 8 Inch Concrete *	_____	_____
_____	4 Inch Sidewalk, Remove & Replace	_____	_____
_____	4 Inch Sidewalk, New Construction	_____	_____
_____	Barrier Free Ramp	_____	_____
_____	Saw-Cut & Remove Barrier Free Ramp	_____	_____

Start Date: _____ Completion Date: _____

*includes curbs and gutters

Signature

Date

Name / Title

Special Requirements: _____

Performance Bond: _____

Payment Bond: _____

EXHIBIT "A"
CITY OF WYLIE - INSURANCE REQUIREMENTS CONSTRUCTION SERVICES

By submitting a quote or bid the contractor is acknowledging the insurance requirements, and is asserting that if awarded a written contract or purchase order, the vendor will comply with all insurance requirements as specified herein within 10 days of request by the City. Should the contractor fail to submit the required insurance certificate within 10 days of request, vendor understands that they shall be deemed non-responsive and forfeit any applicable bid bond. Contractor also acknowledges that in award of a contract, the bid specification and subsequent purchase order constitutes a written contract and all insurance requirements are in effect.

Services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's bid. A certificate of insurance and endorsement pages meeting all requirements and provisions outlined herein shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration. The City, at its own discretion, may require a certified copy of the policy.

The Contractor shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, Owner shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Contractor. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, durations, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Wylie.

<i>Type of Insurance</i>	<i>Minimum Amount of Insurance</i>	<i>Provisions</i>
Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability (including tort liability of another in a business contract) f) Product Damage to City Property or others.	\$1,000,000 per occurrence, \$2,000,000 general aggregate; Or \$2,000,000 Products/Completed Operations Aggregate	City to be listed as additional insured, a Waiver of Subrogation, and provided 30-day notice of cancellation or material change in coverage. Cover shall be provided by an insurer possessing an A-VII. A. M. Best Rating
Business Auto Liability	\$500,000 each accident	City to be listed as additional insured
Workers' Compensation & Employers' Liability	\$500,000 each accident for bodily injury; or \$500,000 each employee for bodily injury by disease	City to be provided a Waiver of Subrogation

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles used under this contract.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. The coverage shall protect the Contractor; the City, its officers, officials, employees, boards and commissions and volunteers; and Consulting Engineer from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property, which may arise directly or indirectly out of, or in connection with the performance of work under this Contract by the Contractor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them, or under the control of either of them, and the minimum amount of such insurance shall be as follows unless higher minimum amounts are otherwise required in the Contract Documents:

This policy will have no coverage removed by exclusion. Policy will include coverage for:

- Premises/Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury
- Contractual Liability (including tort liability of another in a business contract)
- Product Damage to City Property or others.

2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability with minimum limits of \$500,000 each accident for bodily injury; or \$500,000 each employee for bodily injury by disease

Workers' Compensation coverage shall be based on proper reporting of classification codes and payroll amounts, and filing of any coverage agreements which meet the statutory requirements of the Texas Labor Code and shall apply to all employees of the contractor providing services under the proposed contract.

3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired and non-owned autos.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverage:

- a. The City, its officers, officials, employees, boards and commissions and volunteers, and Consulting Engineer are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. **ISO additional insured endorsement CG 20 10 and CG 2037** or their equivalent, including coverage for City with respect to liability arising out of the completed operations of the Contractor shall be utilized.
- b. The contractor's insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards and commissions or volunteers.
- d. The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for the City.

3. All Coverage:

- a. All insurance requirements and subsequent certificates are contract specific, and must reference the City's contract number project name, and bid number.
- b. Duration of the project includes the time from the beginning of work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.
- d. Persons Providing Services on the Project - Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling,

or delivering equipment or materials, or providing labor, transportation, or other services related to a project.

E. ACCEPTABILITY OF INSURERS

The City prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than **A- XII**, or better.

F. VERIFICATION OF COVERAGE

Contractor shall provide the City with certificates of insurance indicating coverage's required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

####

EXHIBIT "B"
BID FORM / VENDOR ACKNOWLEDGEMENT

Bid Amount

6 Inch Concrete Flatwork (including curbs and gutters)	\$ _____ / sq. yd.
8 Inch Concrete Flatwork (including curbs and gutters)	\$ _____ / sq. yd.
Saw-Cut & Remove 6 Inch Concrete (including curbs and gutters)	\$ _____ / sq. yd.
Saw-Cut & Remove 8 Inch Concrete (including curbs and gutters)	\$ _____ / sq. yd.
4 Inch Sidewalk, Remove & Replace	\$ _____ / sq. yd.
4 Inch Sidewalk, New Construction	\$ _____ / sq. yd.
Barrier Free Ramp	\$ _____ / each
Saw-Cut & Remove Barrier Free Ramp	\$ _____ / each

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Company Name: _____

Principal Place of Business Address: _____

Principal Place of Business Phone: _____

E-mail Address of Representative: _____

Authorized Representative:

Signature: _____

Title: _____

Date: _____

Printed Name: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

EXHIBIT "C"
BIDDERS SUPPLEMENTAL INFORMATION

Contractor: _____

Indicate One: _____ Sole Proprietor _____ Partnership _____ Other

_____ Corporation _____ Joint Venture

Name: _____

Partner: _____

Title: _____

Title: _____

Address: _____

Address: _____

City: _____

City: _____

State & Zip: _____

State & Zip: _____

Phone: _____

Phone: _____

State and Date of Incorporation, Partnership, Ownership, Etc. _____

Location of Principal Office: _____

Contact and Phone at Principal Office: _____

Number of Years in Business as a Contractor on Above Types of Work: _____

Claims and Suits (If the answer to any of the questions is yes, please attach details):

Has your organization ever failed to complete any work awarded to it?

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

Bank References (List Institution, Address, Contact Person, and Phone):

EXHIBIT "D"
CLIENT WORK HISTORY

Bidder: _____

List all experience/awarded contracts of similar size and the scope of work during the past (5) years.

1. Project: _____
Owner/Agency: _____
Contract Price: \$ _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Project Description: _____

2. Project: _____
Owner/Agency: _____
Contract Price: \$ _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Project Description: _____

3. Project: _____
Owner/Agency: _____
Contract Price: \$ _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Project Description: _____

4. Project: _____
Owner/Agency: _____
Contract Price: \$ _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Project Description: _____

EXHIBIT "E"
CONTRACTOR'S SAFETY RECORD

I. Complete the matrix below for the last five years, as obtained from OSHA required logs:

OSHA Log # _____ (contractor to indicate the OSHA reporting form used to report the numbers below)

	2013	2012	2011	2010	2009
Number of injuries & illnesses					
Number of lost time accidents					
Number of recordable cases					
Number of fatalities					

II. Please answer the following questions regarding your safety program

a. Are regular project safety meetings held for Field Supervisor(s)?

___ yes

___ no

If yes, frequency:

___ weekly

___ bi-monthly

___ monthly

___ as needed

b. Are project safety inspections conducted?

___ yes

___ no

If yes, who performs inspections? _____

How often? _____

Who is required to attend? _____

c. Does your organization have a written safety program?

___ yes

___ no

If yes, provide a copy. It will become a compliance document upon contract award.

d. Does your organization have a safety orientation program for new employees?

___ yes

___ no

For employees promoted to Field Supervisor?

___ yes

___ no

If yes, does your Supervisor Safety Program include instructions on the following:

Safety work practices	☐ yes	☐ no
Tool box safety meetings	☐ yes	☐ no
First aid procedures	☐ yes	☐ no
Accident investigation	☐ yes	☐ no
Fire protection	☐ yes	☐ no
New worker's orientation	☐ yes	☐ no

####

EXHIBIT "F"
PERFORMANCE BOND

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENT:

That _____ whose address is _____, hereinafter called Principal, and _____, a corporation organized and existing under the laws of the State of Texas, and fully licensed to transact business in the State of Texas as Surety, are held and firmly bound unto the CITY OF WYLIE, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Beneficiary," in the penal sum of _____ DOLLARS (\$ _____) in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the City of Wylie, the Beneficiary, dated the _____ of _____, A.D. 20____, which is made part hereof by reference, for the construction of certain public improvements that are generally described as follows:

ANNUAL PRICE AGREEMENT CONTRACT for CONCRETE MAINTENANCE and REPAIR
(Various Locations)

AGREEMENT# W2014-65-A
WORK ORDER # _____
City of Wylie, TX

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the plans, specifications and Contract documents during the original term thereof and any extension thereof which may be granted by the Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of two (2) years from the date of final completion and final acceptance of the Work by Owner; and, if the Principal shall fully indemnify and save harmless the Beneficiary from all costs and damages which Beneficiary may suffer by reason of failure to so perform herein and shall fully reimburse and repay Beneficiary all outlay and expense which the Beneficiary may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed there under or the specifications accompanying the same shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Article 5160 of Vernon's Annotated Civil Statutes, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or _____ County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in _____ copies, each one of which shall be deemed an original, this the _____ day of _____, 20__.

PRINCIPAL

SURETY

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

The Resident Agent of the Surety in Collin or _____ County, Texas, for delivery of notice and service of the process is:

NAME: _____

ADDRESS: _____

Note: Date of Performance Bond must be date of Contract. If Resident Agent is not a corporation, give person's name.

EXHIBIT "G"
PAYMENT BOND

COLLIN COUNTY §
STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENT

That _____, whose address is _____, hereinafter called Principal, and _____, a corporation organized and existing under the laws of the State of Texas, and fully licensed to transact business in the State of Texas as Surety, are held and firmly bound unto the CITY OF WYLIE, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Beneficiary," in the penal sum of _____ DOLLARS (\$ _____) in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the City of Wylie, dated the _____ of _____, A.D. 20____, which is made part hereof by reference, for the construction of certain public improvements that are generally described as follows:

ANNUAL PRICE AGREEMENT CONTRACT for CONCRETE MAINTENANCE and REPAIR
(Various Locations)
AGREEMENT# W2014-65-A
WORK ORDER # _____
City of Wylie, TX

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and/or material in the prosecution of the Work provided for in said Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed there under or the Plans, Specifications, Drawings, etc., accompanying the same, shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed there under.

This Bond is given pursuant to the provisions of Article 5160 of Vernon's Annotated Civil Statutes, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or _____ County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in _____ copies, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

PRINCIPAL

SURETY

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

The Resident Agent of the Surety in Collin or _____ County, Texas, for delivery of notice and service of the process is:

NAME: _____

ADDRESS: _____

Note: Date of Payment Bond must be date of Contract. If Resident Agent is not a corporation, give person's name.

EXHIBIT "H"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer of _____ (herein "Contractor") is either employed by the City of Wylie or is an elected official of the City of Wylie and who has a financial interest, direct or indirect, in any contract with the City of Wylie or has a financial interest, directly or indirectly, in the sale to the City of Wylie of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Wylie City Charter, interest represented by ownership of stock by a City of Wylie employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor

By:

Signature

Print Name

Title

Date

STATE OF _____ §

§

COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____.

Notary Public, State of _____

EXHIBIT "I"

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. **Name of person who has a business relationship with local governmental entity.**

2. **Are filing an update to a previously filed questionnaire. YES_____ NO_____**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. **Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? Yes _____ No _____

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes _____ No _____

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes _____ No _____

D. Describe each employment or business relationship with the local government officer named in this section.

4. **Signature of person doing business with the governmental entity**

Date

Local Government Officers City of Wylie, Texas

For purposes of completion of the required Conflict of Interest Questionnaire for the City of Wylie Texas (required by all Vendors who submit bids/proposals), Local Government Officers are:

Mayor: Eric Hogue

Council
Members: Nathan Scott, Mayor Pro Tem
Diane Culver, Council Member
Bennie Jones, Council Member
Rick White, Council Member
Todd Wintters, Council Member
Keith Stephens, Council Member

City Manager: Mindy Manson



March 21, 2014

Page 1 of 1

Re: Addendum #1

Bid No. W2014-65-A
Concrete Repairs & Maintenance Annual Price Agreement

Addendum #1 is issued. Please see the following for changes/additions/deletions to the specifications:

The following questions were asked at the Pre-Bid Meeting 3/20/14:

Q. Is all work considered to be “turn-key” completed including caulking and striping?

A. If a sealed joint is removed, contractors are required to replace with same.

Q. Are barricades, cones and signage expenses to be factored into the unit pricing?

A. No. These expenses will vary by work order, and paragraph 10 of the bid specification is amended to read:

10. BARRICADING AND TRAFFIC CONTROL

Streets will remain open to thru traffic and emergency vehicles during the duration of each project. Barricading and construction signage shall be in accordance with the Texas Manual on Uniform Traffic Control Devices (MUTCD) requirements. Expenses for such items shall be quoted and mutually agreed upon by both parties, subject to the requirements of each separate work order.

Vendors who may have already submitted a bid and feel this addendum may change their bid price may pick up their bid and return it **prior to March 31, 2014 @ 3:00 PM.** If picking up the bid is not feasible, any new bid submitted by your firm will supersede one previously submitted.

If you have any questions regarding this addendum, please contact the City of Wylie Purchasing Department, (972) 516-6140.

Acknowledge receipt of this addendum by initialing in the appropriate space on the Vendor Acknowledgment Page if you have not previously submitted a bid.



**BID TABULATION
W2014-53-B**

**CONCRETE MAINTENANCE AND REPAIRS
Annual Price Agreement
3/31/14**

BIDDER	6" Concrete Flatwork sq. yd	8" Concrete Flatwork sq. yd	Saw-Cut & Removal of 6" Concrete sq. yd	Saw-Cut & Removal of 8" Concrete sq. yd	4" Sidewalk Remove & Replace sq. yd	4 " Sidewalk New sq. yd	Barrier Free Ramp each	Saw-Cut & Removal Barrier Free Ramp each
GT Construction	\$56.00	\$60.00	\$50.00	\$52.00	\$54.00	\$38.00	\$375.00	\$600.00
Holley & Holley Concrete Co Inc.	\$108.00	\$126.00	\$27.00	\$33.75	\$81.00	\$49.50	\$1,200.00	\$600.00
Tackett Concrete LLC	\$51.66	\$58.86	\$67.86	\$75.06	\$72.99	\$56.79	\$850.00	\$500.00

I certify that the above includes all firms contacted to bid and that replies are exactly as stated.

Glenna Hayes

March 31, 2014

Glenna Hayes C.P.M., A.P.P. Purchasing Agent

Date

"BID TABULATION STATEMENT"

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. **HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.** THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS AND CITY OF WYLIE BID SPECIFICATIONS AND PROJECT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

GT CONSTRUCTION, INC.

(972) 984-7932
712 Lynda Ln.
Wylie, TX 75098

Phone # 972-984-7932
Fax # 972 429-5703

info@gtconstruction-inc.com

Estimate

DATE	ESTIMATE #
4/13/2015	3705

City of Sachse
5560 Hwy 78
Sachse, Tx 75048
Attn: Greg Peters

Job Site

Group 1- Wood Bridge / Vista Creek

Project
Group 1

DESCRIPTION	QTY	COST	Total
Saw cut and remove existing damage concrete and curb, excavate and haul off existing sub grade, approx 6". 132'x25', 60'x10, 35'x24' and approx 100' of curb. Approx 526 sq yards. (this item is discounted from contract price)	526	40.00	21,040.00
Install new 8" concrete per code - City of Sachse Tx. 132'x25', 60'x10, 35'x24' and approx 100' of curb.	526	60.00	31,560.00
Haul in and compact 6" of flex base 132'x25', 60'x10, 35'x24'	1	1,985.00	1,985.00
Total			\$54,585.00

ACCEPTED BY: _____, DATE _____, PREFERRED TIME FOR SCHEDULING: _____

PLEASE VERIFY FOOTAGE - (SQ FT, LINEAR FT, ETC.), (SQ. FT. IS ESTIMATE ONLY)

IF ESTIMATE IS ACCEPTED BY CUSTOMER, PLEASE SIGN AND DATE, FAX BACK TO (972)429-5703 or SCAN & SEND to info@gtconstruction-inc.com FOR SCHEDULING.

GT Construction, Inc. shall not be held liable for any such instances of occurrences for damages underground, including underground utilities. Equipment and materials supplied by the contractor are warranted to the extent of the manufactures warranty. Other exclusions: Permit fees and landscaping/sodding are not included unless stated on this estimate.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED FIFTY-FOUR THOUSAND FIVE HUNDRED EIGHTY-FIVE DOLLARS AND ZERO CENTS (\$54,585.00) TO GT CONSTRUCTION, INCORPORATED FOR CONCRETE PAVEMENT REPLACEMENT TO WOODBRIDGE PARKWAY SOUTH OF STATE HIGHWAY 78; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sachse is responsible for the maintenance of public roads within the City; and

WHEREAS, Woodbridge Parkway is classified as a minor arterial roadway in the City of Sachse; and

WHEREAS, there are multiple sections of concrete pavement and concrete curb on Woodbridge Parkway that are in substandard condition and require replacement; and

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, goods and services; and

WHEREAS, the City of Sachse, Texas is a member of the Collin County Purchasing Cooperative; and

WHEREAS, the City of Sachse desires to utilize contract pricing through the Collin County Purchasing Cooperative for Concrete Services with GT Construction, Incorporated for concrete pavement replacement on Woodbridge Parkway south of State Highway 78; and

WHEREAS, A Purchase Order needs to be authorized by the City Council for said paving improvements and the City Manager should be authorized to execute said Purchase Order not to exceed \$54,585.00.

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

Section 1: That the City Council hereby approves the use of cooperative purchasing through the Collin County Purchasing Department to purchase products including concrete paving and authorizes the City Manager to enter into an agreement with this participating entity.

Section 2: That this resolution shall become effective immediately upon its passage.

RESOLVED this 4th day of May, 2015. CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary



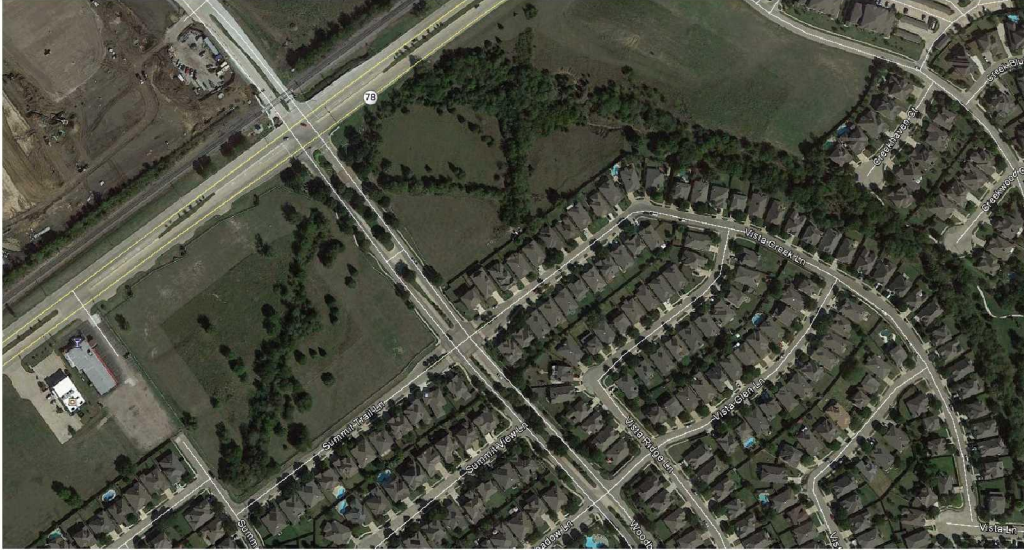
Woodbridge Parkway Pavement Replacement

City Council
May 4, 2015

Overview

- Project Location
- Site Photos
- Project Scope, Cost, & Funding Source
- Collin County Interlocal Purchasing Agreement
- Staff Recommendations

Project Location



Site Photos



Project Scope, Cost, & Funding

- Scope
 - Remove and replace concrete panels
 - Excavate and re-work the subgrade
 - Remove and replace concrete curb, where necessary
- Cost
 - The estimated cost of the proposed work is \$54,585.00
- Funding
 - The proposed funding source is the Street Repairs & Materials budget line item in the Public Works annual budget

Collin County Purchasing ILA

- Collin County has a purchasing cooperative, which allows participating cities, towns, school districts, colleges, and other public entities to utilize price agreements of other participants in the program.
- The City of Sachse is a participant in the program, and has utilized this cooperative in the past for pavement replacement.
- The City of Wylie is also a participant in the program.
- As a result of a unit price bid, Wylie initiated an annual price agreement with three contractors for pavement replacement.
- GT Construction, Incorporated, was one of the three contractors included in the Wylie price agreement.

Staff Recommendations

- Staff recommends the approval of a resolution of the City Council of the City of Sachse, Texas, approving a purchase order in the amount not to exceed fifty-four thousand five hundred eighty-five dollars and zero cents (\$54,585.00) to GT Construction, Incorporated for concrete pavement replacement to Woodbridge Parkway south of State Highway 78; authorizing its execution by the City Manager; and providing an effective date.



Legislation Details (With Text)

File #: 15-2790 **Version:** 1 **Name:** Executive session- city manager search
Type: Agenda Item **Status:** Agenda Ready
File created: 4/28/2015 **In control:** City Council
On agenda: 5/4/2015 **Final action:**
Title: Adjourn to Executive Session pursuant to the provisions of the Texas Government Code, Section 551.074:

Deliberation Regarding Personnel Discussion of appointment of City manager

Action resulting from Executive Session

Executive Summary
Closed session as provided by state law.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Adjourn to Executive Session pursuant to the provisions of the Texas Government Code, Section 551.074:

Deliberation Regarding Personnel Discussion of appointment of City manager

Action resulting from Executive Session

Executive Summary

Closed session as provided by state law.

Background

None

Policy Considerations

None

Budgetary Considerations

None

Staff Recommendations

Conduct executive session as appropriate.