



REVISED

11:53 am, Apr 28, 2023

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**Monday, May 1, 2023
City Council Meeting**

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

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

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

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

A. Meeting Opening

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

B. Special Announcements

1. Recognize Kylie Kaneshige, recipient of the 2023 City of Sachse Scholarship.
2. Present a proclamation recognizing the outstanding achievement of the Wylie East High School Lady Raiders Soccer Team for advancing to the 2023 UIL Girls Soccer State Championship.
3. Present a proclamation recognizing the week of May 8-12, 2023, as Economic Development Week.
4. Present a proclamation recognizing May 7-13, 2023, as Public Service Recognition Week.
5. Recognize American Heart Association (AHA) Heartsaver Hero Award recipients for actions taken on December 21, 2022.
6. Mayor and City Council announcements regarding special events, current activities, and local achievements.

C. Public Comment

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

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

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

2. Cancel the July 3 and July 17 City Council meetings, and move the June 19 meeting to June 20 in observance of Juneteenth.
3. Accept the monthly revenue and expenditure report for the period ending March 31, 2023.
4. Authorize the City Manager to extend the depository contract with American National Bank through May 31, 2024.
5. Declare as surplus property and authorize the disposal of a 1991 Federal Fire Truck Engine 2, Asset Number 297, via online auction.
6. Authorize the Mayor to execute a contract for the Alternate Municipal Court Judge between the City of Sachse and the Honorable Rick Schimmel.
7. Approve a resolution authorizing the City Manager to execute a Master Interlocal Agreement (ILA) between Dallas County and the City of Sachse for participation in road and bridge transportation related improvements and/or maintenance on designated roadways within the City of Sachse.
8. Authorize the City Manager to execute and award the bid for the construction of drainage and erosion control improvements for the Third Garland Connection Creek Stabilization project between the City of Sachse and Solid Bridge Construction in the amount of \$1,612,625.

E. Regular Agenda Items

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

F. Executive Session

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

G. Regular Agenda Items / Meeting Closing

1. Discuss and take any action as a result of Executive Session - consult with the City Attorney regarding legal matters related to Vicksburg Drive drainage easement.
2. Take any action as a result of Executive Session - deliberate the offer of a financial or other incentive relating to the development of Project Spoke.
3. Take action as a result of executive session: Consider authorizing the City Manager to negotiate and execute an economic development agreement on behalf of the City of Sachse with Bunker Hill Retail, LLC for a project generally located along Bunker Hill Road and Miles Road, and any amendments and instruments related thereto.
4. Adjournment.

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



Leah K Granger, City Secretary

Posted: 04/28/2023 by 5 p.m. Removed: _____

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

B. Special Announcements

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

OVERVIEW

This is the tenth year that the City of Sachse is offering a \$1,000 scholarship to a student who is currently enrolled at the 12th grade level and lives in Sachse. The City Council reviewed scholarship applications at its April 17 meeting and selected Kylie Kaneshige, a senior at Wylie High School, to be the recipient of this distinguished award. The scholarship award is made possible by the City's solid waste provider, Community Waste Disposal (CWD). Under the terms of the City's waste disposal contract, CWD provides \$1,000 annually to be used for a scholarship to a local youth from Sachse.

RECOMMENDATION

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

B. Special Announcements

Subject	2. Present a proclamation recognizing the outstanding achievement of the Wylie East High School Lady Raiders Soccer Team for advancing to the 2023 UIL Girls Soccer State Championship.
Meeting	May 1, 2023 - City Council Meeting
Access	Public
Type	Recognition

OVERVIEW

The Wylie East High School girls' soccer team had a phenomenal season with 28 wins, including 24 shutouts, and advanced to the state championship semifinal competition.

RECOMMENDATION

Present a proclamation recognizing the outstanding achievement of the Wylie East High School Lady Raiders Soccer Team for advancing to the 2023 UIL Girls Soccer State Championship.

Attendees present to accept the proclamation:

Dr. David Vinson, Superintendent
Tiffany Doolan, WEHS Principal
Kody Christensen, Head Coach
Matt Tietjen, Assistant Coach
Nathan Akers, Assistant Coach
Ryleigh Doolan, Student Athletic Trainer
Athletes:

Emma Alvizo	Rory Ayers	Alysia Cano
Arianna Darquea	Amaya Dawkins	Jaelyn Drake
Lani Em	Bryn Geppert	Kaylee Haskins
Raegan Hollis	Madelyn Jones	Kylee Kuykendall
Karlee Leary	Hailee Leveridge	Kayla Martinez
Gabriella Ponce	Sierra Revely	Brooke Shields
Alyssa Striker	Ryleigh Wood	Breanna Wooten

File Attachments

[B2 Proclamation Girls Soccer State - Wylie East HS 2023.pdf \(102 KB\)](#)

§ *Proclamation*

WHEREAS, soccer teams from across the state of Texas compete for top honors in the 2023 UIL State Championships; and

WHEREAS, the Wylie East High School Lady Raiders Soccer Team competed in UIL 6A Girls Soccer Semifinals for the state championship in their first year in the 6A bracket and played at state for the first time since 2015; and

WHEREAS, this team had a phenomenal season ending with 28 wins, including 24 shut-outs, and just one loss at the semifinals; and

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed on this 1st day of May, 2023.

Gold
Seal



Jeff Bickerstaff, Mayor

B. Special Announcements

Subject	3. Present a proclamation recognizing the week of May 8-12, 2023, as Economic Development Week.
Meeting	May 1, 2023 - City Council Meeting
Access	Public
Type	Recognition
Goals	Make Sachse more prosperous through job creation and quality development that adds community value.

OVERVIEW

Created in 2016 by International Economic Development Council (IEDC), the largest international professional trade association for economic developers, Economic Development Week aims to increase awareness for local programs that create jobs, advance career development opportunities, and improve the quality of life in communities everywhere. During this week, communities across North America will celebrate and recognize the contributions made by professional economic developers to create more economically vibrant and livable communities.

RECOMMENDATION

Present a Proclamation for Economic Development Week.

Economic Development Manager Jerod Potts will accept the proclamation.

File Attachments

[B3 Proclamation Economic Development Week 2023.pdf \(110 KB\)](#)

Proclamation

WHEREAS, the International Economic Development Council is the largest professional economic development organization dedicated to serving economic developers and providing both leadership and excellence in economic development for communities, members, and partners through a variety of resources and programs; and

WHEREAS, economic developers promote economic well-being and quality of life for their communities by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base; and

WHEREAS, economic developers stimulate and incubate entrepreneurship in order to help establish the next generation of new businesses, which is the hallmark of the American economy; and

WHEREAS, economic developers are engaged in a wide variety of settings including rural and urban, local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions; and

WHEREAS, economic developers work within the City of Sachse to attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life in the region;

NOW, THEREFORE, I, Jeff Bickerstaff, Mayor of the City of Sachse, do hereby recognize the week of May 8 through May 12, 2023, as

Economic Development Week

in Sachse, and remind individuals of the importance of this community celebration which supports expanding career opportunities and making lives better.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed on this 1st day of May, 2023.

Gold
Seal



Jeff Bickerstaff, Mayor

B. Special Announcements

Subject	4. Present a proclamation recognizing May 7-13, 2023, as Public Service Recognition Week.
Meeting	May 1, 2023 - City Council Meeting
Access	Public
Type	Recognition
Goals	Provide excellent government services to Sachse citizens.

OVERVIEW

Since 1985, Public Service Recognition Week has been celebrated during the first week of May (beginning on the first Sunday of the month) to honor the people who serve our nation as federal, state, county, local, and tribal government employees and volunteers. Throughout the nation and around the world, this week is an opportunity for public servants to educate others about the work they perform, what motivated them to choose this field as a way to serve others, and the many ways the services provided through their governmental agency make life better for all of us.

RECOMMENDATION

Present a proclamation recognizing May 7-13, 2023, as Public Service Recognition Week in the City of Sachse.

Proclamation will be received by Kristi Wong, Director of Human Resources.

File Attachments

[B4 Proclamation Public Service Recognition Week 2023.pdf \(111 KB\)](#)

Proclamation

WHEREAS, Americans are served every day by public servants at the federal, state, county, and city levels who supply continuity to our democratic society; and

WHEREAS, public employees and community volunteers serve in areas such as health, education, public safety, the arts, the environment, finance, public infrastructure, community planning, human rights, recreation, and more; and

WHEREAS, the public employees of the City of Sachse are committed to exhibiting the highest standards of professional excellence, creativity, skill, and customer service; and

WHEREAS, the dedicated volunteers who serve on City of Sachse boards and commissions inform and advise policymakers and are integral to the advancement of the quality of life that we enjoy here; and

WHEREAS, the efficiency of government relies on public employees and volunteers who provide services in the quality and quantity required and expected by the public; and

WHEREAS, the City of Sachse recognizes the generous contributions of time and talent by public employees and community volunteers and the importance of the services they render;

NOW, THEREFORE, I, Jeff Bickerstaff, Mayor of the City of Sachse, do hereby proclaim May 7-13, 2023, as

Public Service Recognition Week

in Sachse and encourage all to appreciate the accomplishments and contributions of government employees at all levels – federal, state, county, and city.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed on this 1st day of May, 2023.

Gold
Seal



Jeff Bickerstaff, Mayor

B. Special Announcements

Subject	5. Recognize American Heart Association (AHA) Heartsaver Hero Award recipients for actions taken on December 21, 2022.
Meeting	May 1, 2023 - City Council Meeting
Access	Public
Type	Recognition
Goals	Provide a high quality of life environment for families, individuals, businesses, and other organizations in Sachse. Meet the public safety needs of a growing citizen, student, and business population.

BACKGROUND

The American Heart Association (AHA) has designated the City of Sachse as a HEARTSafe Community and recognizes those that contribute to saving a life by deeming them a Heartsaver Hero. The City would like to recognize the following Heartsaver Hero Award recipients on behalf of the AHA: Firefighter Paramedic Colton Haynes and Firefighter EMT Jonathan Lee.

OVERVIEW

On December 21, 2022, Sachse Fire-Rescue responded to a chest pain incident. While transporting the patient to the hospital, he experienced sudden cardiac arrest. Recognizing the situation, the crew on Ambulance 1 began high performance cardiopulmonary resuscitation (HPCPR), protected the patient's airway, provided defibrillation, and placed him on the Lucas Device. At the hospital the patient was placed on ECMO and moved to the Cath Lab. All of these actions were contributing factors to the survival of Mr. Jerry Moon's sudden cardiac arrest. He was released home, and ultimately back to work, three months later.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Recognize the following Heartsaver Hero Award recipients on behalf of the American Heart Association: Firefighter Paramedic Colton Haynes and Firefighter EMT Jonathan Lee.

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

Subject	1. Approve the April 17, 2023, Council meeting minutes.
Meeting	May 1, 2023 - City Council Meeting
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Approve the April 17, 2023, Council meeting minutes.
Minutes	View Minutes for Apr 17, 2023 - City Council Meeting

BACKGROUND

Minutes from the April 17, 2023, Council meeting.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Approve the April 17, 2023, Council meeting minutes.

File Attachments

[04.17.23 City Council Minutes.pdf \(150 KB\)](#)

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

**CITY COUNCIL OF THE CITY OF SACHSE
MEETING MINUTES
APRIL 17, 2023**

The City Council of the City of Sachse held a regular meeting on Monday, April 17, 2023, at 6 p.m. at Sachse City Hall, 3815-B Sachse Road. Councilmembers present were Mayor Jeff Bickerstaff; Mayor Pro Tem Brett Franks; Councilmembers Michelle Howarth, Frank Millsap, Chance Lindsey, Lindsay Buhler, and Matt Prestenberg.

Members of staff present included City Manager Gina Nash; City Attorney Joe Gorfida; City Secretary Leah Granger; Assistant City Manager Lauren Rose; Assistant to the City Manager Amanda Chi; IT Manager Mike Pastor; Finance Director David Baldwin; Assistant Finance Director Ryan Bredehoeft; Director of CIP and Public Works Corey Nesbit; Leisure Services Director Lance Whitworth; Leisure Services Coordinator Jordan Beaulieu; Recreation Manager Cynthia Wiseman; Economic Development Manager Jerod Potts; Fire Chief Marty Wade; Deputy Fire Chief Lee Richardson; Firefighter/Paramedic Emily Barbeau; Assistant Police Chief Steven Baxter; Communications Supervisor Sharlene Thompson; and Police Dispatcher Lorraine Massie. Culture Committee members present were Human Resources Director Kristi Wong, Human Resources Analyst Belinda Decker, Firefighter/Paramedic Eric Harris, Development Services Coordinator Megan Jay, Driver/Engineer Jody Krizan, Library Services Manager Daniel Laney, Utility Billing Supervisor Vanessa Lopez, Sergeant Brent Merryman, Recreation Supervisor Mary Schmidt, and Animal Services Officer Brenda Smith.

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

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

Mayor Bickerstaff offered the invocation, and Councilmember Buhler led the pledges.

WORKSHOP ITEMS:

1. Discuss and review applications for the 2023 City of Sachse Scholarship.

Amanda Chi presented the scholarship applications to the Council for review. There were 19 applicants in total. Following evaluation, a staff review committee narrowed down the list of potential recipients to four for Council to review. Mayor Bickerstaff recapped the process for the newer Councilmembers. Council discussed the applications and chose the scholarship recipient.

SPECIAL ANNOUNCEMENTS:

- 1. Present a proclamation recognizing April 22, 2023, as Arbor Day in the City of Sachse.**
- 2. Present a proclamation recognizing April 22, 2023, as Keep America Beautiful - Great American Cleanup Day in the City of Sachse.**

Mayor Bickerstaff presented the proclamations for Arbor Day and Keep America Beautiful – Great American Cleanup Day to Jordan Beaulieu and Cynthia Wiseman. He thanked the Leisure Services

Department for its continued efforts to make Sachse such a wonderful place to live. Ms. Beaulieu invited the public to attend the Arbor Day clean up event on April 22 at 9 a.m.

3. Present a proclamation recognizing the week of April 23-29, 2023 as National Library Week in the City of Sachse.

Daniel Laney accepted the proclamation from Mayor Bickerstaff for National Library Week. He encouraged residents to come out and take advantage of the resources available at the Library.

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

Mayor Bickerstaff recognized Lauren Rose as the recipient of the Sachse News Readers Choice for Sachse's Best Municipal Employee for the "Best Of" 2023 edition. Councilmember Millsap reminded everyone about the annual library plant swap on Saturday, April 29 at 11 a.m. Mayor Pro Tem Franks announced an upcoming pickleball tournament on Saturday, May 6, noting there will be different categories for all ages and abilities. Contact the recreation department for information.

City Manager's announcements:

- New Employees:
 - Staff welcomes Philip Feinhals as the new planner at the City.

Mayor Bickerstaff's announcements:

- Early voting will be from April 24 through May 2 and Election Day is May 6. Dallas County residents may vote in the City Hall Courtroom or any Dallas County Vote Center, and Collin County residents may vote in the Michael J. Felix Community Center Room A & B or any Collin County Vote Center. Check the City website or contact the City Secretary for details.
- A Push-In event for the new fire engine at Fire Station 2 will be April 25 at 6:30 p.m.
- Class number three of the Sachse Citizens Fire Academy will meet from 6-8:30 p.m. on Wednesdays between April 26 through June 28.
- The grand opening for the J.K. Sachse Park is scheduled for 11 a.m. on Saturday, May 13. Come check out all the great amenities and enjoy a fun-filled day at the first park on the Collin County side of Sachse. All residents and visitors are welcome.

PUBLIC COMMENT:

No comments were given.

CONSENT AGENDA:

1. Approve the April 3, 2023, meeting minutes.

Councilmember Howarth made a motion to accept the minutes as presented. Councilmember Buhler seconded the motion, and it passed unanimously.

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

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

REGULAR AGENDA ITEMS:

- 1. Receive an update on the progress of the Evolve Biologics project.**

Ms. Nash introduced Mark Krause, Senior Vice President of Operations for Evolve Biologics, who provided an overview and update on the progress of the project. Evolve Biologics is a biotech company that has proprietary technology that works with plasma to create life-saving medications. Mr. Krause noted that the company did an exhaustive search for location and Sachse has been great to work with. Hiring approximately 300 employees will, hopefully, be a boon to the community. Substantial completion is anticipated in the last quarter of 2024. He presented renderings and details about the facility.

Council was positive about the project. Upon questioning, Mr. Krause explained that this facility is the only one of its kind anywhere and that the plasma product is used for treatments in immunocompromised patients. He expounded that the ground-breaking treatment is to replace antibodies in patients that may not have them, possibly due to chemo therapy or other auto-immune disorders. This is different than stem cell treatments.

- 2. Discuss and consider changes to the City of Sachse Personnel Policies and Procedures Manual.**

Ms. Nash proposed changes to the Personnel Policy and Procedures Manual. She thanked Kristi Wong and the employee Culture Committee for being integral in the process by providing valuable input and feedback, especially in relation to the health insurance changes. They have also helped improve communication city-wide. Changes to the manual proposed included modifications to tuition reimbursement, compensable travel time, leave policies, and holidays. Ms. Nash believes implementing these modifications will have a strong, positive impact on retention and recruitment goals.

Councilmember Lindsey confirmed that he was completely in agreement with the changes, noting that particularly liked the elder care leave proposed. Councilmember Millsap wanted to make sure that the leave caps were being monitored, and that expectations for turnover were reasonable. He would like to understand the budget impact for the changes. Ms. Nash verified that HR does monitor leave reports for all employees as a part of their routine monitoring. She also explained that if the Council wished to consider any budget increases associated with the approved tuition reimbursement, that they may do so as a part of the standard budget process in July. Councilmember Franks is pleased with the increased tuition reimbursement and other improvements requested. Councilmember Prestenberg asked several questions to clarify the tuition reimbursement plan and about management's flexibility in relation to employees who might not

meet the edibility requirements for special leave. He also was curious about the budget impacts. Councilmember Buhler thanked staff and the Culture Committee for their efforts, noting that Sachse is a great place to live because of the City's employees. She is happy to see the benefits proposed as a way to help employees achieve a work-life balance. Councilmember Howarth stated that, in general, "happy employees make happy residents" and that the changes are needed to take care of employees. Mayor Bickerstaff echoed Council's positive consensus of the changes. He noted that a lot of work has gone into this proposal and thanked the Culture Committee. In response to requests for budget information related to the changes, the Mayor explained that the action at this meeting was to consider and approve the policy. Budget changes related to tuition reimbursements will be presented for Council's consideration and approval in the normal budget process.

A motion to approve the changes to the Sachse Personnel Policy and Procedures Manual was made by Councilmember Lindsey. It was seconded by Councilmember Buhler. The motion passed unanimously.

REGULAR AGENDA ITEMS / MEETING CLOSING:

1. Adjournment.

Mayor Bickerstaff adjourned the meeting at 7:46 p.m.

Jeff Bickerstaff, Mayor

ATTEST:

Leah K Granger, City Secretary

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

Subject	2. Cancel the July 3 and July 17 City Council meetings, and move the June 19 meeting to June 20 in observance of Juneteenth.
Meeting	May 1, 2023 - City Council Meeting
Access	Public
Type	Action (Consent)
Recommended Action	Cancel the July 3 and July 17 City Council meetings, and move the June 19 meeting to June 20.

OVERVIEW

The July 3 and July 17 meetings are presented for cancellation, and the June 19 is recommended to be moved to June 20 in observance of Juneteenth.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Cancel the July 3 and 17 City Council meetings, and move the June 19 meeting to June 20.

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

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

Subject	3. Accept the monthly revenue and expenditure report for the period ending March 31, 2023.
Meeting	May 1, 2023 - City Council Meeting
Access	Public
Type	Action (Consent)
Recommended Action	Accept the monthly revenue and expenditure report for the period ending March 31, 2023.
Goals	Be a model of financial stewardship through growth management, responsible investment, and financial transparency.

BACKGROUND

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

POLICY CONSIDERATIONS

City Charter section 7.16(4) says the City Manager shall submit to the City Council each month a report covering revenues and expenditures of the City in such form as requested by the City Council.

RECOMMENDATION

Accept the monthly revenue and expenditure report for the period ending March 31, 2023.

File Attachments

[All Funds March 2023.pdf \(126 KB\)](#)

[Sales Tax Report April 2023.pdf \(161 KB\)](#)

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

City of Sachse

Monthly Revenue and Expenditure Report

March 31, 2023 (Unaudited)

GENERAL FUND

	50% of Year Completed				
		Current Month		YTD Actuals	
	Annual Budget	Actual	YTD Actuals	% of Budget	Note
Revenue Summary					
Property Tax	\$ 14,734,419	\$ 228,311	\$ 15,494,763	105%	A
Sales Tax	2,670,000	209,220	1,480,317	55%	B
Franchise Fees	1,946,750	66,128	1,021,616	52%	
Licenses and Permits	1,963,600	39,208	216,373	11%	C
Service Fees	1,539,800	141,424	660,410	43%	D
Fines	205,000	28,295	124,726	61%	
Interest Income	55,000	85,237	335,067	609%	E
Miscellaneous Income	375,150	102,467	264,111	70%	
Intergovernmental Revenue	1,733,328	125,576	986,926	57%	
Total Revenue	\$ 25,223,047	\$ 1,025,866	\$ 20,584,309	82%	
Expenditure Summary					
Animal Services	\$ 280,041	\$ 38,107	\$ 149,938	54%	
City Manager	880,103	82,787	412,315	47%	F
City Secretary	230,338	39,625	124,259	54%	
Combined Services	559,225	15,201	350,893	63%	G
Development Services	1,426,383	131,042	492,617	35%	H
Engineering	469,947	40,275	194,405	41%	I
Facilities Maintenance	635,762	90,327	394,097	62%	J
Finance	821,721	79,111	421,126	51%	
Fire-Rescue	6,216,501	911,947	3,267,523	53%	
Human Resources	544,270	40,618	223,826	41%	I
Information Technology	996,487	208,526	651,237	65%	K
Library	680,936	54,766	311,755	46%	
Municipal Court	277,808	26,823	137,032	49%	
Neighborhood Services	258,846	29,858	121,496	47%	I
Parks	1,192,255	152,997	615,114	52%	
Police	6,634,829	816,935	3,447,773	52%	
Recreation	536,429	53,222	299,995	56%	L
Senior Activity Center	257,343	19,898	91,235	35%	M
Streets	1,846,182	169,004	987,883	54%	N
Total Expenditures	\$ 24,745,406	\$ 3,001,069	\$ 12,694,521	51%	
Revenue Over/(Under) Expenses	\$ 477,641	\$ (1,975,203)	\$ 7,889,789		O
Beginning Fund Balance October 1, 2022			\$ 16,001,939		

See following page for explanation of major variances

Explanation of General Fund Major Variances:

- A** Property tax receipts peak in December and January. Reflected collections will decrease with April transfer to TIRZ
- B** Sales tax collections remain strong with 14% year-over-year growth
- C** Building permit activity trending lower due to timing between residential phases and timing of commercial construction
- D** Plan review activity trending lower due to timing between residential phases and timing of commercial construction
- E** Interest revenue returns greatly exceed budgeted projections due to favorable interest rates
- F** Trending below "YTD Actuals % of Budget" spend primarily due to timing of professional services expenses
- G** Insurance expense timing increases "YTD Actual % of Budget" spend trend
- H** Newly budgeted position vacancies and low inspection expenses decreases "YTD Actuals % of Budget" spent trend
- I** Position vacancy decreases "YTD Actuals % of Budget" spent trend
- J** Trending above "YTD Actuals % of Budget" due to prior year budgeted Scissor Lift expense in current year
- K** Trending above "YTD Actuals % of Budget" due to March transfer of contributions to the equipment replacement fund
- L** Trending above "YTD Actuals % of Budget" due to timing of Special Events and Programs expense
- M** Trending below "YTD Actuals % of Budget" spend primarily due to timing of A/V system upgrade expense
- N** Street and alley repairs and materials expense timing increases "YTD Actuals % of Budget" spent trend
- O** Current Month Actual variance due to timing of revenue collections and expenses

City of Sachse

Monthly Revenue and Expenditure Report

March 31, 2023 (Unaudited)

UTILITY FUND

		50% of Year Completed			
	Annual Budget	Current Month Actual	YTD Actuals	YTD Actuals % of Budget	Note
Revenue Summary					
Water Revenue	\$ 8,430,500	\$ 530,236	\$ 3,419,838	41%	A
Sewer Revenue	5,900,000	563,627	3,266,236	55%	
Drainage Revenue	222,000	19,073	113,597	51%	
Fees	167,375	13,818	101,526	61%	B
Interest Income	72,500	88,102	348,459	481%	
Auction Proceeds	-	73,005	73,005	-	C
Total Revenue	\$ 14,792,375	\$ 1,287,860	\$ 7,322,661	50%	
Expenditure Summary					
Utility Administration	\$ 525,059	\$ 66,692	\$ 279,775	53%	D
Water Operations	7,569,665	478,715	4,040,880	53%	
Sewer Operations	4,819,471	431,499	2,694,809	56%	
Stormwater Projects	80,000	3,891	29,835	37%	
Total Expenditures	\$ 12,994,195	\$ 980,798	\$ 7,045,299	54%	
Beginning Fund Balance October 1, 2022			\$ 22,494,452		
Revenue Over/(Under) Expenses	\$ 1,798,180	\$ 307,062	\$ 277,362		

Explanation of Major Variances:

- A** Water Revenue collections variance at current point in the year is due to seasonality
- B** Reconnection charges and penalties trending to exceed budget
- C** Interest revenue returns greatly exceed budgeted projections due to favorable interest rates
- D** Small drainage projects anticipated to be substantially spent by fiscal year end

City of Sachse

Monthly Revenue and Expenditure Report

March 31, 2023 (Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

		Current Month		50% of Year Completed		
	Annual Budget	Actual	YTD Actuals	YTD Actuals % of Budget	Note	
Revenue Summary						
Sales Tax	\$ 1,300,000	\$ 101,119	\$ 738,819	57%		
Other Income	10,000	-	10,000	100%	A	
Interest Income	7,000	15,484	70,148	1002%	B	
Total Revenue	\$ 1,317,000	\$ 116,603	\$ 818,966	62%		
Expenditure Summary						
Expenditures	\$ 636,357	\$ 39,769	\$ 224,215	35%	C	
Total Expenditures	\$ 636,357	\$ 39,769	\$ 224,215	35%		
Revenue Over/(Under) Expenses	\$ 680,643	\$ 76,834	\$ 594,751			
Beginning Fund Balance October 1, 2022			\$ 6,773,169			

Explanation of Major Variances:

- A Garland ISD grant received in October
- B Interest revenue returns greatly exceed budgeted projections due to favorable interest rates
- C Unfilled position through March impacts "YTD Actuals % of Budget" spend

City of Sachse

Monthly Revenue and Expenditure Report

March 31, 2023 (Unaudited)

DEBT SERVICE FUND

	50% of Year Completed				
	Current Month		YTD Actuals		
	Annual Budget	Actual	YTD Actuals	% of Budget	Note
Revenue Summary					
Property Tax	\$ 6,263,477	\$ 97,074	\$ 6,594,263	105%	A
Interest Income	5,500	8,819	56,755	1032%	B
Total Revenue	\$ 6,268,977	\$ 105,892	\$ 6,651,019	106%	
Expenditure Summary					
Fees	\$ 3,000	\$ 1,450	\$ 2,450	82%	
Principal	4,185,000	-	4,185,000	100%	C
Interest	2,001,422	-	1,082,799	54%	D
Total Expenditures	\$ 6,189,422	\$ 1,450	\$ 5,270,249	85%	
Revenue Over/(Under) Expenses	\$ 79,555	\$ 104,442	\$ 1,380,770		
Beginning Fund Balance October 1, 2022			\$ 1,165,246		

Explanation of Major Variances:

- A** Property tax receipts peak in December and January. Reflected collections will decrease with April transfer to TIRZ
- B** Interest revenue returns greatly exceed budgeted projections due to favorable interest rates
- C** Principal payments are primarily due in February
- D** Interest payments are primarily due in February and August

City of Sachse

Monthly Revenue and Expenditure Report

March 31, 2023 (Unaudited)

MUNICIPAL DEVELOPMENT DISTRICT

	50% of Year Completed				
	Annual Budget	Current Month Actual	YTD Actuals	YTD Actuals % of Budget	Note
Revenue Summary					
Sales Tax	\$ 775,000	\$ 49,064	\$ 358,432	46%	
Interest Income	-	459	348	-	
Total Revenue	\$ 775,000	\$ 49,523	\$ 358,780	46%	
Expenditure Summary					
Expenditures	\$ 778,250	\$ 82,090	\$ 748,270	96%	A
Total Expenditures	\$ 778,250	\$ 82,090	\$ 748,270	96%	
Revenue Over/(Under) Expenses	\$ (3,250)	\$ (32,567)	\$ (389,490)		B
Beginning Fund Balance October 1, 2022			\$ 173,402		

Explanation of Major Variances:

A Expenditures are primarily J.K. Sachse Park construction

B Current Month Actual variance due to timing of revenue collections and expenses

CITY OF SACHSE

2022/2023 SALES TAX REPORT

FY 2023									FY 2022	
Month	Economic Dev. Corp.	Municipal Dev. Dist.	Street Maint.	General Fund			Total ¹		General Fund	Total ¹
	0.50%	0.25%	0.25%	1.00%	Year-To-Date (YTD)	YTD % of Budget	YTD Growth Over Prior Yr	2.00%	Year-To-Date	2.00%
October	\$112,301	\$54,655	\$56,151	\$224,603	\$224,603	9%	28%	\$447,710	\$176,156	\$350,683
November	131,145	65,573	63,091	262,291	486,894	19%	19%	522,100	410,301	466,411
December	113,429	55,378	56,715	226,858	713,752	27%	18%	452,381	606,194	389,661
January	123,966	60,266	61,983	247,931	961,683	37%	18%	494,146	813,181	412,885
February	156,858	75,977	78,429	313,716	1,275,400	48%	15%	624,980	1,106,275	583,920
March	101,119	49,064	50,559	202,238	1,477,638	56%	14%	402,980	1,296,933	379,416
April	95,493	46,536	47,747	190,986	1,668,624	63%	13%	380,762	1,470,511	345,655
May									1,729,411	511,195
June									1,939,206	417,376
July									2,166,799	453,729
August									2,441,472	547,607
September									2,673,296	462,146
TOTAL	\$834,312	\$407,449	\$414,675	\$1,668,624				\$3,325,060		\$5,320,684
BUDGET	\$1,300,000	\$775,000	\$650,000	\$2,630,000				\$5,355,000	\$1,950,000	\$5,812,500

Notes

- ¹ - Includes General Fund, Economic Development, Municipal Development District, Street Maintenance, and General Fund
- Sales tax displayed as cash-basis, reflecting distributions from Texas Comptroller for month revenue was received
- Cash receipts are received two months after month of activity (i.e. October sales tax transaction revenue received in December)
- Excludes 380 Agreement grants
- Excludes mixed beverage sales tax

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

Subject	4. Authorize the City Manager to extend the depository contract with American National Bank through May 31, 2024.
Meeting	May 1, 2023 - City Council Meeting
Access	Public
Type	Action (Consent)
Preferred Date	May 01, 2023
Absolute Date	May 15, 2023
Fiscal Impact	No
Recommended Action	Authorize the City Manager to extend the depository contract with American National Bank through May 31, 2024.
Goals	Be a model of financial stewardship through growth management, responsible investment, and financial transparency.

OVERVIEW

Chapter 105 of the Texas Local Government Code stipulates that a municipal depository contract cannot exceed five (5) years. On April 20, 2020, the City Council approved Resolution 3976, approving a depository services contract with American National Bank to serve as the City's primary depository bank for the initial two-year period of June 1, 2020, through May 31, 2022. Per the Resolution, the contract may be extended for three (3) additional one-year periods under the same terms and conditions upon satisfactory performance. The first one-year extension was approved by Council on May 2, 2022, and extends the term through May 31, 2023. This is the second extension available for the current contract.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Authorize the City Manager to extend the depository contract with American National Bank through May 31, 2024.

File Attachments

[D4.a ANBTX Depository Extension Letter 2023.pdf \(126 KB\)](#)

[Res. 3976 Award American National Bank Depository Bank Services - April 2020.pdf \(71 KB\)](#)

[ANBTX Depository Extension Letter 2022.pdf \(316 KB\)](#)

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



May 1, 2023
Mr. Greg Jebsen
Municipal Finance Director
The American National Bank of Texas
102 West Monroe Avenue
Terrell, Texas 75160

RE: City of Sachse, Texas Depository Services Contract Extension

Dear Mr. Jebsen:

The expiration of the first one-year extension term of the Depository Services Contract is May 31, 2023. The City is opting to exercise the second of the three (3) one-year contract extension options provided for in the Contract to extend the term through May 31, 2024, under the same terms and conditions.

To confirm the Bank's acceptance of this contract extension, please complete the section below and return a copy of this letter to me.

We have appreciated our business relationship with you and the Bank over the initial term of the current depository contract and look forward to the extended term.

Should you have any questions or need additional information or explanation, please contact David Baldwin, Finance Director, at 469-429-4775.

Sincerely,

Gina Nash
City Manager
City of Sachse, Texas

THE AMERICAN NATIONAL BANK OF TEXAS

Accepted By: _____ **Date:** _____

Printed Name: _____ **Title:** _____

cc: Delivered via email to GregJebsen@anbtx.com

3815-B Sachse Road
Sachse, Texas 75048



www.cityofsachse.com

3976
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS AWARDING THE AMERICAN NATIONAL BANK OF TEXAS AS THE CITY'S PRIMARY DEPOSITORY BANK AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS NECESSARY FOR PRIMARY DEPOSITORY BANK SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Texas Local Government Codes: Chapter 105 Municipal Depository Act; Chapter 176 Conflict of Interest Act; Chapter 2256 Public Funds Investment Act; and Chapter 2257 Public Funds Collateral Act established the process for selecting a depository bank; and

WHEREAS, staff has advertised for and received applications from local banks; and

WHEREAS, staff, with the assistance of Valley View Consulting, L.L.C., has reviewed all the applications submitted and recommends that the primary Depository Bank Services contract be awarded to The American National Bank of Texas.

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

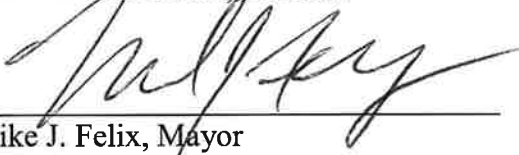
SECTION 1. That the City Council hereby awards the City's bank depository contract to The American National Bank of Texas based upon specifications and their overall proposal for the initial two-year period of June 1, 2020 through May 31, 2022, and the option to renew for three additional one-year periods under the same terms and conditions upon satisfactory performance.

SECTION 2. The City Manager is hereby authorized to execute all documents and to take all other actions necessary to finalize, act under, and enforce the contract.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas on this 20th day of April 2020.



CITY OF SACHSE, TEXAS:


Mike J. Felix, Mayor

ATTEST:


Michelle Lewis Sirianni, City Secretary



May 2, 2022

Mr. Greg Jebsen
Municipal Finance Director
The American National Bank of Texas
102 West Monroe Avenue
Terrell, Texas 75160

RE: City of Sachse, Texas Depository Services Contract Extension

Dear Mr. Jebsen:

The expiration of the initial two-year term of the Depository Services Contract between the City of Sachse (City) and The American National Bank of Texas (Bank) is May 31, 2022. The City is opting to exercise the first of the three (3) one-year contract extension options permitted in the Contract to extend the term through May 31, 2023, under the same terms and conditions.

To confirm the Bank's acceptance of this contract extension, please complete the section below and return a copy of this letter to me.

We have appreciated our business relationship with you and the Bank over the initial term of the current depository contract and look forward to the extended term.

Should you have any questions or need additional information or explanation, please contact David Baldwin, Finance Director, at 469-429-4775.

Sincerely,

Gina Nash
City Manager
City of Sachse, Texas

THE AMERICAN NATIONAL BANK OF TEXAS

Accepted by: _____

Printed Name: _____

Greg Jebsen

Date: _____

5-10-22

Title: _____

AVP-Municipalities

cc: Delivered via email to Greg.Jebsen@anbtx.com

3815-B Sachse Road
Sachse, Texas 75048



www.cityofsachse.com

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

Subject	5. Declare as surplus property and authorize the disposal of a 1991 Federal Fire Truck Engine 2, Asset Number 297, via online auction.
Meeting	May 1, 2023 - City Council Meeting
Access	Public
Type	Action (Consent)
Recommended Action	Declare as surplus property and authorize the disposal of a 1991 Federal Fire Truck, Asset Number 297, via online auction.
Goals	Be a model of financial stewardship through growth management, responsible investment, and financial transparency.

OVERVIEW

Preparations are underway to auction City-owned vehicles and other equipment that have recently been replaced. The first step in the disposal process is to declare the replaced items as surplus property. The following item pending disposal has an original cost in excess of \$50,000, which requires surplus property authorization by City Council:

- 1) Asset 297, 1991 Federal Fire Truck Engine, Fire Department, \$225,000 original purchase price

POLICY CONSIDERATIONS

According to the City's Surplus Equipment Policy, assets with an original purchase price of less than \$50,000 may be declared surplus and authorized for disposal by the City Manager. Items with an original acquisition cost of \$50,000 and over require authorization by the City Council.

RECOMMENDATION

Declare as surplus property and authorize the disposal of a 1991 Federal Fire Truck, Asset Number 297, via online auction.

File Attachments

[D5.a Surplus Property Form 1991 Federal Fire Truck.pdf \(451 KB\)](#)

[D5.b Surplus Equipment Policy.pdf \(113 KB\)](#)

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



The City of
SACHSE

SURPLUS PROPERTY FORM

Department: Fire Asset/Vehicle Number: 54

Contact Name: Adam Kroviak Contact Number: 469-429-9806

Department Head Signature: 
Marty Wade (Apr 5, 2023 16:52 CDT)

Description of Property: Include type of asset including VIN, year, make, model, brand, mileage, hours of use, tonnage, capacity, horsepower, gallons, extra accessories, missing parts, color, etc.

46J7BAA83M1004065, 1991 Federal MT, E-one, Protector, 43949 miles, 1166 hrs, GVWR37020,

500 Gallon tank, white cab over red paint, Detroit brand motor, no major parts missing

Condition: Poor

Known Problems: Lowered pump capacity

Estimated Value: \$5,000 Location: Sachse Fire Station 1

Reason for Surplus: ☐ Obsolete
☒ Replaced
☐ Other: _____

Has staff removed all City plates, logos, data, scrubbed drives, etc.? No

Disposition Recommendation (City Manager): Sell

City Manager Approval/Signature: 


FINANCE DEPARTMENT ONLY:

Fund/Department: General Fund/Fire-Reserve Asset ID: 297

Original Cost: *225,000 Salvage Value: *5,000

Disposition Method:

Transfer ☒ Online Auction ☐ Trade-In ☐ Public Auction ☐ Scrap ☐ Public Sale ☐ Sealed Bid

Property Records Transfer Completed: ☐ Yes ☐ No



Surplus Equipment Policy

The purpose of this policy is to establish a framework and process for the disposal of assets no longer useful in the course of conducting City business.

Once a department has determined property owned by the City is no longer useful, the department head shall complete a “Surplus Property Form” and submit to the City Manager and Finance Department. The Finance Department will confirm the acquisition cost, depreciation, and book value; the City Manager shall make the determination of method of disposal: transfer, trade-in, sell, or scrap. The City Manager will determine if the asset has potential usefulness in another department. If an asset is transferred, a “Fixed Assets Transfer” form will be completed.

The method of disposal and authorization for disposal shall be based on the original cost of the asset according to the following criteria:

1. If the asset’s original cost was more than \$50,000, the disposal must be authorized by the City Council, along with the preferred method of disposal.
2. If the asset’s original cost was less than \$50,000, the City Manager is authorized to declare the item as surplus property and to determine the best method of disposal: sell at auction, sell through a sealed bid process, or disposal by any other method permitted under State Law.

Funds generated through the sale of surplus equipment will be deposited in the Vehicle and Equipment Replacement Fund.

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

Subject	6. Authorize the Mayor to execute a contract for the Alternate Municipal Court Judge between the City of Sachse and the Honorable Rick Schimmel.
Meeting	May 1, 2023 - City Council Meeting
Access	Public
Type	Action (Consent)
Recommended Action	Authorize the Mayor to execute a contract for the Alternate Municipal Court Judge between the City of Sachse and the Honorable Rick Schimmel.

BACKGROUND

Section 4.03 of the Sachse Home Rule Charter stipulates that, "the city council shall appoint by majority vote of its full membership such municipal judges of the municipal court as may be necessary... The municipal judge(s) of the municipal court shall be appointed to a term of two years and may be appointed to additional consecutive terms upon completion of his/their term(s) of office. The appointment of the municipal judge(s) may be terminated at any time by a majority vote of the full membership of the city council. The municipal judge(s) shall receive compensation as may be determined by the city council."

OVERVIEW

The City Council appointed the Honorable Rick Schimmel as the Sachse Alternate Municipal Judge at the March 18, 2019, Council meeting. As action was not taken within 90 days of Judge Schimmel's previous term expiration, in accordance with Section 29.005 of the Texas Government Code, another two-year term was renewed automatically and expired March 2023. This item falls within the 90-day reappointment window and sets the new contract terms for Judge Schimmel. The City shall have the option to re-appoint the Judge every two years following the expiration of the current term in 2025.

POLICY CONSIDERATIONS

There are no policy considerations associated with this item.

RECOMMENDATION

Authorize the Mayor to execute a contract for the Alternate Municipal Court Judge between the City of Sachse and the Honorable Rick Schimmel.

File Attachments

[Rick Schimmel Agreement for Alternate Municipal Court Judge.pdf \(120 KB\)](#)

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

STATE OF TEXAS §
 § **AGREEMENT FOR ALTERNATE MUNICIPAL**
 § **COURT JUDGE**
COUNTY OF DALLAS §

This Agreement for Alternate Municipal Court Judge (“Agreement”) is made by and between the City of Sachse, Texas (“City”) and Rick Schimmel (“Schimmel” or “Alternate Judge”), (individually as the “Party” or collectively as the “Parties”), both of whom agree as follows.

Recitals:

WHEREAS, City desires to engage the services of the Alternate Municipal Court Judge as an independent contractor in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the City Council appointed Schimmel to serve as the Alternate Municipal Court Judge on March 18, 2019. The term of Schimmel’s appointment was for two (2) years, continuing through March 18, 2021. Schimmel’s appointment automatically renewed on March 18, 2021, for a period of two (2) years, continuing through March 18, 2023, with ninety (90) days for the City Council to formally review Schimmel’s appointment; and

WHEREAS, Schimmel desires to render services as the Alternate Municipal Court Judge for Sachse Municipal Court on an as needed basis, and in accordance with the terms and conditions set forth in this Agreement; and

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

Article I
Term

1.1 Schimmel shall serve as the Alternate Judge commencing on the last date of execution hereof (the “Effective Date”) through March 18, 2025, and can only be removed in accordance with the provisions of this Agreement, State law and the City Charter. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the Alternate Municipal Court Judge at any time, with or without cause, subject to the terms of this Agreement.

1.2 The City shall have the option to re-appoint the Alternate Judge every two (2) years following the expiration of their current term in office (March 18, 2025). In accordance with Section 29.005 of the Texas Government Code, if the Alternate Judge is not reappointed by the 91st day following the expiration of a term of office, absent action by the City Council, the Alternate Judge shall continue to serve for another term of office beginning on the date the previous term of office expired.

Article II

Scope of Services

2.1 Schimmel shall serve as Alternate Municipal Judge on an as needed basis.

2.2 Schimmel shall preside over municipal court proceedings for and on behalf of the City as its Alternate Judge and conduct services as may be required from time-to-time, including but not limited to all magistrate duties, issuance of search warrants and/or capias warrants, and such other judicial and administrative duties and responsibilities as are necessary and incidental to the office of Alternate Municipal Court Judge of the City's Municipal Court. The Alternate Judge's magistrational duties include, but are not limited to, setting bonds, accepting pleas, and conducting arraignments.

2.3 The Alternate Judge shall maintain eligibility and the appropriate licenses as may be required under State law to serve in the capacity as the Alternate Municipal Court Judge of the City's Municipal Court for the Term of this Agreement.

2.4 The Alternate Judge shall perform all services in accordance with the Code of Judicial Conduct applicable to judges of courts in the State of Texas and agrees to conduct himself in a judicial demeanor at all times in representing the City.

2.5 The Alternate Judge is not precluded from performing such legal services in maintaining a private practice of law, and nothing construed herein shall preclude him from maintaining a private legal practice.

2.6 The Alternate Judge hereby agrees not to knowingly undertake any legal matter that would compromise or conflict with the duties and responsibilities as the Alternate Municipal Court Judge or otherwise knowingly undertake to represent a client on a legal matter against the City.

Article III

Municipal Court Docket

The Alternate Judge agrees to preside over the City's Municipal Court docket on an as needed basis.

Article IV

Compensation and Method of Payment

4.1 As an independent contractor and not an employee of the City, the Alternate Judge shall not receive any City benefits which are otherwise available to City of Sachse employees.

4.2 The Alternate Judge shall be compensated in the amount of Five Hundred Dollars (\$500.00) per hour for presiding over municipal court dockets on an as needed basis. In addition to the compensation set forth herein, the Alternate Judge shall be paid additional compensation in the amount of Seventy-Five Dollars (\$75.00) per warrant review and prisoner arraignment.

4.3 City shall compensate the Alternate Judge for services provided pursuant to this Agreement and, as set forth in this Article, within thirty (30) days after receiving the Alternate Judge's invoice reflecting their time and billing, provided there are no errors or discrepancies.

Article V Miscellaneous

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

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

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

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

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

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

If intended for City:

Attn: Jeff Bickerstaff
Mayor
City of Sachse
3815 Sachse Road
Sachse, Texas 75048
Phone: (972) 495-1212

With Copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard
1800 Ross Tower
Dallas, Texas 75201
Phone: (214) 965-9900

If intended for Alternate Judge:

Rick Schimmel

Phone: _____

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

5.8 Independent Contractor. All services to be performed by the Alternate Judge pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2023.

City of Sachse, Texas

By: _____
Jeff Bickerstaff, Mayor

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(04-13-2023:TM 134579)

EXECUTED this _____ day of _____, 2023.

Alternate Municipal Court Judge

By: _____
Rick Schimmel

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

Subject	7. Approve a resolution authorizing the City Manager to execute a Master Interlocal Agreement (ILA) between Dallas County and the City of Sachse for participation in road and bridge transportation related improvements and/or maintenance on designated roadways within the City of Sachse.
Meeting	May 1, 2023 - City Council Meeting
Access	Public
Type	Action (Consent)
Preferred Date	May 01, 2023
Fiscal Impact	No
Budget Source	Dallas County Funding
Recommended Action	Approve a resolution authorizing the City Manager to execute a Master Interlocal Agreement (ILA) between Dallas County and the City of Sachse for participation in road and bridge transportation-related improvements and/or maintenance on designated roadways within the City of Sachse.
Goals	Strategically invest in the City's existing and future infrastructure.

BACKGROUND

The City of Sachse and Dallas County entered into a Master Interlocal Agreement on October 3, 2017, whereby Dallas County agreed to provide partial funding for such duly qualified road and bridge maintenance projects situated within the territorial limits and jurisdiction of the City of Sachse and Dallas County. The eligible "Type A, B, C, and E" roads are identified on the Dallas County Mobility Plan.

OVERVIEW

This Master Interlocal Agreement will be valid from the date of execution until December 31, 2027. This agreement allows the City to partner with Dallas County on improvements, maintenance, and future MCIP projects.

POLICY CONSIDERATIONS

It is the responsibility of the City of Sachse to maintain, upgrade, and improve public roads as necessary in the City of Sachse. 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.

RECOMMENDATION

Approve a resolution authorizing the City Manager to execute a Master Interlocal Agreement (ILA) between Dallas County and the City of Sachse for participation in road and bridge transportation-related improvements and/or maintenance on designated roadways within the City of Sachse.

File Attachments

[D7.a Resolution Approving Master Interlocal with Dallas County Re Roads and Bridges.pdf \(109 KB\)](#)

[D7.b EXHIBIT A-Master Interlocal Agreement between City of Sachse and Dallas County 2023.pdf \(194 KB\)](#)

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MASTER INTERLOCAL AGREEMENT BETWEEN DALLAS COUNTY AND THE CITY OF SACHSE PERTAINING TO ROAD AND BRIDGE TRANSPORTATION-RELATED IMPROVEMENTS AND/OR MAINTENANCE ON OR ABOUT CERTAIN DESIGNATED ROADWAYS SITUATED WITHIN THE TERRITORIAL LIMITS OF THE CITY OF SACHSE; 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 with a Master Interlocal Agreement between Dallas County and the City of Sachse pertaining to road and bridge transportation-related improvements and/or maintenance on or about certain designated roadways situated within the territorial limits of the City of Sachse (the “Agreement”) for the City of Sachse to retain and authorize Dallas County to maintain certain “Type A”, “Type B”, “Type C”, and “Type E” roadways located within the city limits; and

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

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

SECTION 1. The City Manager is hereby authorized to execute the Agreement, which is attached hereto as Exhibit “A,” on behalf of the City of Sachse.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the 1st day of May 2023.

CITY OF SACHSE, TEXAS

Jeff Bickerstaff, Mayor

ATTEST:

Leah K Granger, City Secretary
(04-25-2023:TM 134723)

EXHIBIT “A”
Master Interlocal Agreement

EXHIBIT A

MASTER INTERLOCAL AGREEMENT BETWEEN DALLAS COUNTY AND THE CITY OF SACHSE PERTAINING TO ROAD AND BRIDGE TRANSPORTATION-RELATED IMPROVEMENTS AND/OR MAINTENANCE ON OR ABOUT CERTAIN DESIGNATED ROADWAYS SITUATED WITHIN THE TERRITORIAL LIMITS OF THE CITY OF SACHSE

This Master Interlocal Agreement is made by and between Dallas County, Texas, hereinafter (“County”) and the City of Sachse, Texas, hereinafter (“City”) acting by and through their duly authorized representatives and officials, which desire to enter into an Interlocal Agreement, hereinafter (“Master Agreement”) for the purpose of transportation improvements and/or maintenance on roads inside Dallas County.

WHEREAS, pursuant to Court Order _____, dated _____, County Commissioners Court approved participation in transportation projects within the City of Sachse; and

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract amongst themselves for the performance of governmental functions and services; and

WHEREAS, the County and the City desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of coordinating, facilitating, and/or funding improvements and/or maintenance activity on certain duly qualified “Type A” roadways and bridges, which are situated within the unincorporated portions of the county that are on public right-of-way; and

WHEREAS, the County and the City desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of coordinating, facilitating, and/or funding improvements and/or maintenance activity on certain duly qualified “Type B” roadways and bridges, which are situated wholly within the territorial limits of the city; and

WHEREAS, the County and the City desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of coordinating, facilitating, and/or funding improvements and/or maintenance activity on certain duly qualified “Type C” roadways, which are situated wholly within the territorial limits of the city; and

WHEREAS, the County and the City desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of the City retaining and authorizing the County, through its Road & Bridge forces, to improve and/or maintain various “Type E” roadways, alleys, streets, bridges, and drainage facilities, which are situated wholly within the territorial limits of the city; and

WHEREAS, the County and the City desire to enter into an Interlocal Agreement (“Master Agreement”) for the purpose of the City authorizing and retaining the County, through its Road & Bridge forces, to perform minor transportation-related improvements and/or maintenance services, including but not limited to pothole repair; cleaning and clearing of drainage culverts; roadway debris removal; and the like, which services do not fall squarely within the purview of “Type B”

or “Type “E” roadway projects, such projects are to be performed on or about public roadways and alleyways, which are situated wholly within the territorial limits of the city; and

WHEREAS, this collaboration between the County and the City is consistent with the County’s Administrative Plan as the County is a proactive regional partner in that it fosters partnerships between the County and local cities therein on local transportation projects. This collaboration between the County and the City is also consistent with the County’s Vision Statement to improve people’s lives;

NOW THEREFORE, THIS MASTER AGREEMENT is hereby made and entered into between the County and the City for the mutual consideration stated herein:

ARTICLE I. PURPOSE

City has requested in the past, and will likely request in the foreseeable future (1) that the County provide funding of certain roadway and/or bridge improvements and/or maintenance projects (“projects”) within the unincorporated portions of the county that are on public right-of-way, which projects shall be duly qualified “Type “A” Roadway Projects; (2) that the County participate in the funding of certain roadway improvements and/or maintenance projects (“projects”) on the City’s street system, which projects shall be duly qualified “Type B” Roadway Projects; (3) that County participate in the funding of certain roadway improvements and/or maintenance projects (“projects”) on the City’s street system, which projects shall be duly qualified “Type C” Roadway Projects; (4) that the County provide certain roadway improvements and/or maintenance services (“projects”) on the City’s street system, which projects shall be duly qualified “Type E” Projects on streets, alleys, roads, bridges, and drainage facilities for the City; or (5) that the County, through its Road & Bridge forces, perform certain minor transportation-related improvements and/or maintenance services on or about the City’s streets, alleys, and roads, which do not fall squarely within the collaborations contemplated by the aforementioned. The terms and conditions set forth herein provide the cooperative framework for the County and the City to undertake one or more of these transportation-related improvements and/or maintenance projects upon public roadways that are situated wholly within the incorporated and territorial jurisdiction of the city, said roadways being of significance and benefit to the County.

Each roadway improvement and/or maintenance project commenced hereunder shall be fully and specifically set forth and described in a separate Project Specific Agreement hereinafter (“PSA”), and shall be approved by specific order of the Commissioners Court of Dallas County, as well as the governing body of the City.

Projects undertaken pursuant to this Master Agreement are for the benefit of the City and the County, and not the purposeful benefit of any third parties. It is the express intention of the City and the County that any person or entity, other than the City or the County, receiving services or benefits hereunder shall be deemed incidental beneficiaries only.

Nothing herein shall be construed so as to prevent the County and the City from collaborating and working jointly, without prior and formal approval of their respective governing bodies, in cases of national, state, or local emergencies or natural disasters. See Tex. Gov’t Code Ann. § 791.027 (West 1991). See also Dallas County Code Chapter 102, Section 102-5 (e) regarding minor

maintenance in response to emergency road conditions or for purposes of natural disaster relief requested by other governmental jurisdictions.

ARTICLE II. DEFINITIONS

The following definitions for the types of roads listed below are incorporated by reference into this Master Agreement for all purposes.

1. Type A: Improvements and maintenance of roads and bridges located within the unincorporated portions of the county that are on public right-of-way. This includes roads within court-approved subdivisions in which the improvements and rights-of-way have been dedicated to the County and accepted by the Commissioners Court.
2. Type B: Improvements and maintenance of thoroughfares and bridges of major cross-county importance which are either existing or proposed. The Regional Thoroughfare Plan for North Central Texas Council of Governments and Dallas County Mobility Plan will be used as a guide to determine which thoroughfares are of major cross-county importance.
3. Type C: Improvements and maintenance of thoroughfares which are affected by state highway programs, planning, and policies, including right-of-way, curb and gutter, and storm sewer projects that participate with state department of highways and public transportation as designated by the state as being part of the state highway system.
4. Type E: Improvements and maintenance of streets, alleys, roads, bridges, and drainage facilities for a local governmental entity as defined under Chapter 791 of the Tex. Gov't Code Ann. (West 1999).

ARTICLE III. PERIOD/TERM OF THE MASTER AGREEMENT

This Master Agreement becomes effective when signed by the last party whose signing makes the respective Master Agreement fully executed (the "Effective Date"). This Master Agreement shall expire December 31, 2027, unless terminated in accordance with Article IV of this Master Agreement.

ARTICLE IV. TERMINATION AND FORCE MAJEURE

A. TERMINATION

- a. This Master Agreement may be terminated by any of the following conditions:
 1. By expiration of the Period/Term of the Master Agreement.
 2. By either party, by providing written notice of termination for any reason with ninety (90) days written notice to the other party pursuant to Article XIII, Paragraph E of this Master Agreement.

- b. Either party shall have the right to retain copies of all data, information, engineering, studies, or other items produced to the date of termination.
- c. Provisions a through c of this Article IV, Section A, shall survive the termination of this Master Agreement.

B. FORCE MAJEURE

Neither County nor City shall be in default or responsible for delays or failures in performance resulting from causes reasonably beyond its control and not attributable to its neglect. Such acts include but are not limited to acts of God, fire, storm, pandemic, epidemic, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, invasion, insurrection, lockout, stoppage of labor, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. If reasonably practical, the party claiming the suspension shall give notice of such impediment or delay in performance to the other party within ten (10) days of the knowledge of such occurrence. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance under this Master Agreement as soon as practicable. In the event of such an occurrence, the time for performance of such obligations or duty shall be suspended until such time that such inability to perform, shall be removed. Each party shall make all reasonable efforts to mitigate the effects of any suspension. The provisions of this Article IV, Section B, shall survive the termination of this Master Agreement.

ARTICLE V. IMMUNITY AND LIABILITY FOR ACTS AND OMISSIONS

County and City agree that no provision of this Master Agreement is in any way intended to constitute a waiver of any immunities from suit or liability, or a waiver of any tort limitation, that the parties have by operation of law, or otherwise. County and City agree that both County and City shall each be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Master Agreement without waiving any governmental/sovereign immunity available to the County or the City or their respective officials, officers, employees or agents under Texas or other law and without waiving any available defenses under Texas or other law. In the event of joint and concurrent negligence of the parties to this Master Agreement, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any defenses, including governmental/sovereign immunity, or other defenses available to the parties under federal or Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. The provisions of this Article V. shall survive the termination, expiration, or cancellation of this Master Agreement, or any determination that this Master Agreement or any portion hereof is void, voidable, invalid, or unenforceable.

ARTICLE VI. CITY'S FUNDING CONTRIBUTION

For "Type A" projects, the City shall be responsible for zero percent (0%) of the funding and payment for the roadway and/or bridges improvements and/or maintenance services.

For duly qualified "Type B" and "Type C" projects contemplated hereunder, the City shall be responsible for the total funding and payment for the roadway improvements and/or maintenance services, less any amounts contributed by the County, which contributions, if any by the County, may not exceed fifty percent (50%) of the actual total project costs, and may be made through commitment of financial resources or in-kind services, i.e., use of County's labor, equipment and/or materials.

For "Type E" projects and all other projects contemplated hereunder, the City shall be responsible for one hundred percent (100%) of the funding and payment for services provided in whole or in part through the use of County Road & Bridge personnel, equipment and/or materials.

Pursuant to § 791.011(d)(3) of the Texas Government Code, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. All expenditures herein undertaken by the City and/or the County for the performance of these governmental functions or services shall be made from current revenues available to them.

ARTICLE VII. CITY'S OBLIGATIONS

Prior to the commencement of any project hereunder, the City shall clearly detail the location and type of project, along with the scope and nature of the services to be performed in a document other than an interlocal agreement ("Master Agreement"). Should the City desire that the County, through deployment of its Road & Bridge workforces, perform such services, the County shall prepare a written and detailed proposal for the City's consideration and approval, indicating all work to be performed by the County, and at what costs and expense to the City. Before any such work commences on a project, the City and the County must have a clear and mutual understanding of the scope of services and/or funding to be provided by the County and the City, describe the type of project to be undertaken; identify the project's location; the costs associated with such project; and be approved by the Commissioners Court of the County. Said mutual understanding between the County and the City shall be evidenced by written documentation in a document other than the interlocal agreement, i.e. in a Project Specific Agreement, which shall only be binding once approved by the Commissioners Court of County and the governing body of the City. The County may not accept and the City may not offer payment for a project undertaken without approval of the Commissioners Court of the County and the governing body of the City, and shall only be binding once approved by the County and the governing body of the City.

For all projects wherein, the County is obligated to provide improvements and/or maintenance services, once approved by the Commissioners Court of the County and immediately upon the County's commencement of work duly authorized by them, the City shall set aside, segregate and escrow for the County's benefit, the total estimated amount of the project for each project undertaken. County may elect to bill against segregated funds on a monthly basis for services

performed during the course of the month, or it may bill against the segregated funds in full once a project is completed. In either event, the County shall be paid promptly, and in full once the project is completed.

Where required by the nature of the projects undertaken, the City, at its own expense, shall be responsible for the following: (1) informing the public of the proposed improvements, maintenance or construction activity regarding the project; (2) acquiring any right-of-way necessary to complete the project under consideration; (3) locating all manholes, water valves, and other utilities within the project; (4) making or causing to be made, all utility relocations or adjustments necessary for the execution and completion of the project; (5) remediating any hazardous or regulated materials, or other environmental hazards on or near the project site; and (6) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the project to be completed in a timely and safe manner. City agrees to accomplish these functions, if required by the project under consideration, in a timely and efficient manner to ensure that such activity will not delay the County's timely performance of its improvements and/or maintenance activities.

City agrees to permit the County, at the County's expense, to conduct routine special studies of traffic conditions within the city, which studies may include traffic counts, measurements of speeds, delays, congestion, etc.

City agrees to comply with Chapter 251 of the Tex. Transp. Code Ann. (West 1995) and the current Dallas County Code, (1-19-2021, Chapter 102 Road and Bridge District, Article III, Section 102-71 through Section 102-107, regarding road/street names/address policy and guidelines. This Master Agreement references the most current edition of the Dallas County Code. Amendments, updates, additions, or supplements may be issued by Dallas County, which may be provided to the City on an as-needed basis, during the term of this Master Agreement.

ARTICLE VIII. COUNTY'S CONTRIBUTION

For all projects contemplated hereunder, the County shall contribute as follows:

1. For "Type A" roadways and bridges, the County shall be responsible for one hundred percent (100%) of the funding and payment for the roadway and bridges improvements and/or maintenance services.
2. For all duly qualified "Type B" and "Type C" roadway projects, the County shall contribute an amount not to exceed fifty percent (50%) of the total actual project costs, which contribution may be through pledge and commitment of County Road and Bridge funds, use of County Road and Bridge personnel and/or equipment, or a combination of the two.
3. For "Type E" roadway projects and all other duly qualified projects, the County's contribution hereunder shall be limited solely to supplying labor, materials, and/or equipment necessary to provide improvements and/or maintenance services, all of

which shall be provided at the City's, or another funding source's, expense at one hundred percent (100%).

ARTICLE IX. COUNTY'S OBLIGATIONS

County shall not undertake performance of any project hereunder, until such time as same has been specifically approved per the protocols set forth in Article I as listed above and incorporated herein by reference. Once so approved, if called upon to do so, the County shall perform all services contemplated hereunder in a good and workmanlike manner. Further, the County shall not assign its rights, or delegate its duties and obligations hereunder to any third party without prior written approval of the City and formal approval by the governing body of each party. Nothing herein shall be construed to prohibit the County from using subcontractors, where reasonably necessary, to aid in the completion of projects.

Should the County, in executing any project contemplated hereunder, encounter adverse conditions unforeseen by the City or the County, the County shall immediately bring same to the attention of the City, and await direction and guidance from the City on the resolution of same. Where reasonably required by nature of the unknown condition, the County may cease performance hereunder until such time as adverse conditions are rectified or remedied by the City, and such delay shall not constitute a material breach of this Master Agreement.

ARTICLE X. FISCAL FUNDING

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County as regards this Master Agreement, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791 of the Texas Government Code.

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this Master Agreement, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, at its sole discretion, may provide funds from a separate source or terminate this Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791 of the Texas Government Code.

ARTICLE XI. ORPHAN ROAD POLICY

- A. Orphan road shall mean all or part of a street or road right-of-way, which is outside the incorporated limits of a municipality/municipalities and the incorporated area of the municipality/municipalities abuts or extends into the right-of-way. Type “A” improvements and maintenance of roads and bridges located within the unincorporated portions of the county that are on public right-of-way, which includes roads within court-approved subdivisions in which the improvements and rights-of-way have been dedicated to the county and accepted by the County’s Commissioners Court. These roadway segments have, in effect, been “orphaned” by the abutting City (or cities) that they serve in that they have been left unincorporated. Thus, the County has primary responsibility for maintenance, operation, enforcement, police, and/or emergency services within these unincorporated rights-of-way.
- B. The County encourages all Cities adjacent to orphan roads in the County to develop, commit to and submit a plan to the County for completing the annexation of the orphan road segments and assuming full responsibility for these roadways. In instances where two cities abut the same orphan road segment, the County encourages the two cities to jointly develop a plan for the annexation of that segment. The County offers its assistance to the cities in developing such plans.
- C. The County, at the discretion of the Commissioners Court, may give additional selection value to projects in Cities that have submitted a specific plan for the annexation of orphan roads when the County selects, approves, and schedules projects for road and bridge district participation in funding (“Type B” work). Such preference may also be given in approving projects for funding in the County’s major capital improvement program (“MCIP”).
- D. The County, at the discretion of the Commissioners Court, may also refuse to participate in discretionary projects, such as road and bridge district projects or MCIP projects, in a City that elects not to pursue the annexation of orphan road segments that abut its boundaries. Failure to notify the County of the City’s intent to annex and/or failure to submit a plan for annexation in a timely manner shall be construed by the County as the City’s election not to pursue annexation.
- E. The County, at the discretion of the Commissioners Court, may select specific orphan road segments for improvement when a City commits to annexation of the segment upon completion of the project. However, the specific plan for annexation of orphan roads submitted by the City will not be limited to annexation upon completion of improvements by the County. The County improvements may be made as road and bridge projects or as MCIP Projects (subject to other MCIP criteria, including but not limited to the Regional Thoroughfare Plan for North Central Texas Council of Governments and the Dallas County Mobility Plan designation and City cost participation).
- F. This policy application is prospective and projects selected by the County and approved by the Commissioners Court prior to the date of the adoption of this policy shall not be impacted by this policy.
- G. The County shall provide written notification of the adoption of, and future revisions of,

this policy to the cities abutting orphan road segments.

- H. The Director of the County's Public Works Department shall maintain a listing of orphan roads and the city or cities they abut and shall provide updates to the Commissioners Court and to the cities as changes occur. The listing and changes to the listing shall be based on municipal boundary and annexation information provided to the County's Public Works Department by the cities as required by Tex. Loc. Gov't Code, § 242.001(c).
- I. The provisions of this Article XI of this Master Agreement shall survive the termination of this Master Agreement.

(Dallas County Code, Chapter 102, Article IV, Sec. 102-131 - 102-133, 1-19-2021).

ARTICLE XII. SMALL WATERSHED DAMS

Small watershed dam/dams shall mean floodwater retarding structures that were constructed by the United States Department of Agriculture ("USDA") Natural Resources Conservation Service ("NRCS"), formerly named the Soil Conservation Service ("SCS"), in watersheds less than 250,000 acres under the authority of the Flood Control Act of 1944 and the Watershed Protection and Flood Prevention Act of 1954. These structures typically have earthen embankments with principal and auxiliary spillways.

The County encourages all cities/towns adjacent to small watershed dams maintained by the County to develop, commit to and submit a plan to the County for assuming full responsibility for the operations and maintenance of these dams. In instances where more than one city abuts a small watershed dam, the County encourages the cities/towns to develop a plan for operation and maintenance of the dam. The County offers its assistance to the cities/towns in developing such plans.

- A. The County, at the discretion of the Commissioners Court, may refuse to participate in road and bridge district projects or MCIP projects in a city that elects not to pursue accepting full responsibility for the operations and maintenance of small watershed dams within their jurisdiction. Failure to notify the County of the City's intent to submit a plan for operations and maintenance of small watershed dams in a timely manner shall be construed by the County as the City's election not to pursue operations and maintenance of these dams.
- B. Projects selected by the County and approved by the Commissioners Court prior to the Effective Date of the adoption of this policy, shall not be impacted by this policy.
- C. The County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting small watershed dams.
- D. The provisions of this Article XII shall survive the termination of this Master Agreement.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

- A. **Applicable Law and Venue.** This Master Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas. Exclusive venue for

any legal action regarding this Master Agreement and all matters pertinent thereto filed by either the County or the City shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Master Agreement is expressly made subject to the County's and the City's governmental and/or sovereign Immunity, pursuant to Title 5 of Texas Civil Practice and Remedies Code, and all applicable State of Texas and federal laws.

B. **Entire Agreement.** This Master Agreement constitutes the entire agreement between the parties respecting the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, whether oral or in writing, between the parties respecting the same, and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.

C. **Severability.** If one or more provisions in this Master Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not cause this Master Agreement to be invalid, illegal, or unenforceable, but this Master Agreement shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this Master Agreement, which shall remain in full force and effect.

D. **Amendment.** This Master Agreement may be supplemented and/or amended at any time through the mutual consent of both the County and the City. Any supplement or amendment must be in writing and approved by the parties' respective governing bodies through either a Court Order from the Commissioners Court of the County or a Resolution from the City Council.

E. **Notice.** All notices, requests, demands, and other communication under this Master Agreement shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:
Director of Public Works
Records Building
500 Elm Street, Suite 5300
Dallas, Texas 75202

CITY:
Gina Nash, City Manager
City of Sachse
3815 Sachse Road
Sachse, Texas 75048

Either party may change its address for notice by giving the other party written notice thereof.

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

- G. **Headings.** The headings and titles used herein are for sake of convenience only, and are not intended to affect the interpretation or construction of such provisions.
- H. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Master Agreement does not preclude pursuit of other remedies in this Master Agreement or as provided by law.
- I. **Assignment.** This Master Agreement may not be assigned or transferred by either party without the prior written consent of the other party and formal approval by the governing body of each party.
- J. **Binding Agreement, Parties Bound.** When this Master Agreement has been duly executed and delivered by both parties, this Master Agreement shall constitute a legal, valid, and binding obligation of the parties, their successors, and permitted assigns.
- K. **Number and Gender.** Words of any gender used in this Master Agreement shall be held and construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.
- L. **Effective Date.** This Master Agreement becomes effective when signed by the last party whose signing makes the respective Master Agreement fully executed (the “Effective Date”).
- M. **No Joint Enterprise/Venture.** City and County agree that neither party is an agent, servant, or employee of the other party. The parties, including their agents, servants, or employees, are independent contractors and not an agent, servant, joint enterprise/venture, or employee of any other party and are responsible for their own acts, forbearance, negligence, and deeds and for those of their agents, servants, or employees in conjunction with this Master Agreement. No joint enterprise/venture exists between the City and County.
- N. **Contingent.** This Master Agreement is expressly contingent upon formal approval by the Commissioners Court of Dallas County and the governing body of the City of Sachse, Texas.

(the remainder of this page intentionally left blank)

The City of Sachse, State of Texas, has executed this Master Agreement pursuant to duly authorized City Council Action on the ____ day of _____, 2023.

The County of Dallas, State of Texas, has executed this Master Agreement pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2023.

CITY OF SACHSE:

COUNTY OF DALLAS:

GINA NASH
CITY MANAGER

CLAY LEWIS JENKINS
COUNTY JUDGE

Date: _____

Date: _____

ATTEST:

LEAH K GRANGER
CITY SECRETARY

APPROVED AS TO FORM:

APPROVED AS TO FORM: *
JOHN CREUZOT
DISTRICT ATTORNEY

Joseph J. Gorfida, Jr.
City Attorney

Jana Prigmore Ferguson
Assistant District Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

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

Subject	8. Authorize the City Manager to execute and award the bid for the construction of drainage and erosion control improvements for the Third Garland Connection Creek Stabilization project between the City of Sachse and Solid Bridge Construction in the amount of \$1,612,625.
Meeting	May 1, 2023 - City Council Meeting
Access	Public
Type	
Goals	Strategically invest in the City's existing and future infrastructure.

BACKGROUND

The existing 30” sanitary sewer line was installed in 2015. This is the third location where the Sachse sewer lines connect to the City of Garland sewer system. During major storm events, Rowlett Creek overtops the creek bank and floods the area surrounding the 30” sewer line. The excessive erosion has caused several locations of the sewer line to be exposed and could potentially cause a failure if not addressed.

OVERVIEW

Sealed bids were received and opened by the City of Sachse for the Third Garland Connection Creek Stabilization project on Thursday, March 30, 2023, at 2:00 p.m. The project was advertised in the Sachse News and on-line on Civcast.com; a total of four (4) bids were received.

The apparent low bid was submitted by Solid Bridge Construction. Based on the evaluation of their bid and checking of their references, Solid Bridge Construction is considered capable of performing the proposed work in the contract documents. Therefore, based on our review of the bids, staff recommends Solid Bridge Construction for an award in the amount of \$1,612,625 (total bid and selected alternatives) for the Third Garland Connection Creek Stabilization project, D-22-02. The bid amount exceeds the original \$1,575,000 project budget by \$37,625. Staff will return to Council before the end of the fiscal year to request a CIP project amendment for the cost increase.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item. This project (D-22-02) was approved by the City Council as part of the 2021/22 and 2022/23 adopted budgets and will be funded from the Utility Fund.

RECOMMENDATION

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

File Attachments
D8 Presentation Third Garland Drainage and Erosion Control Construction.pdf (585 KB)

Third Garland Creek Stabilization Project (D-22-02) Construction Award

City Council
May 1, 2023

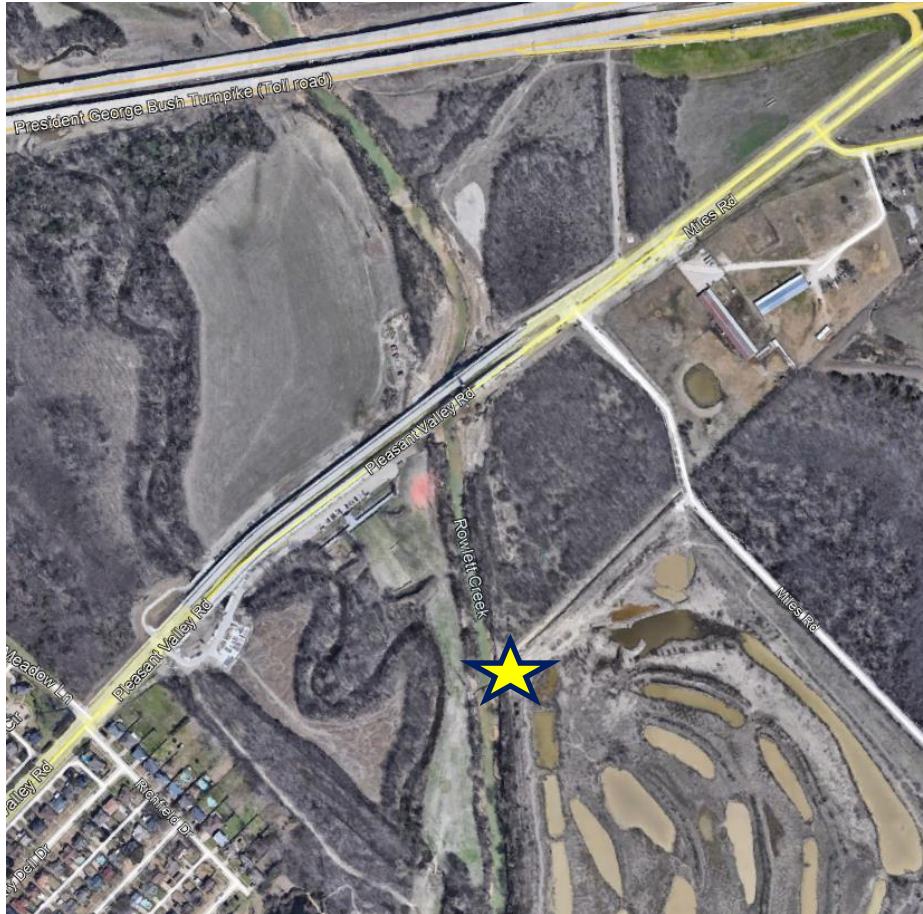


Overview

- Site Location
- Background
- Staff Recommendation
- Next Steps



Site Location



Site Location



Background

- The existing 30” sanitary sewer line was installed in 2015. This is the third location where the Sachse sewer lines connect to the City of Garland Sewer System
- During major storm events, Rowlett Creek overtops the creek bank and floods the area surrounding the 30” sewer line
- The excessive erosion has caused several locations of the sewer line to be exposed and could potentially cause a failure if not addressed
- This project will provide construction plans and alternatives to address the erosion and help stabilize the pipe from failure.



Staff Recommendation

- The project was advertised in the Sachse News and on-line on Civcast.com; a total of four (4) bids were received
- Authorize the City Manager to execute and award the bid for the construction of drainage and erosion control improvements for the Third Garland Creek Stabilization project, D-22-02, between the City of Sachse and Solid Bridge Construction in the amount of \$1,612,625



Next Steps

- Original budget of \$1.5M
- Staff will propose amended budget with FY23-24 CIP Budget
- This contract will be funded from the Utility Fund. Sufficient funds exist to cover the original project and increased costs
- Construction will begin in May 2023



E. Regular Agenda Items

Subject	1. Receive Sachse Fire-Rescue's 2022 Year in Review.
Meeting	May 1, 2023 - City Council Meeting
Access	Public
Type	Information
Goals	Meet the public safety needs of a growing citizen, student, and business population. Provide excellent government services to Sachse citizens.

BACKGROUND

Sachse Fire-Rescue (SFR) updates the City Council annually to keep them apprised of departmental accomplishments, challenges, and goals for the upcoming year.

OVERVIEW

Chief Wade will provide an overview of the department, its accomplishments, and activities from 2022.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

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

F. Executive Session

Subject	1. The City Council shall convene into Executive Session pursuant to Texas Government Code §551.071(2) to consult with the City Attorney regarding legal matters related to Vicksburg Drive drainage easements.
Meeting	May 1, 2023 - City Council Meeting
Access	Public
Type	Closed Session

F. Executive Session

Subject	2. The City Council shall convene into Executive Session pursuant to Texas Government Code Section §551.087 Economic Development Deliberations: Deliberate the offer of a financial or other incentive relating to the development of Project Spoke.
Meeting	May 1, 2023 - City Council Meeting
Access	Public
Type	Closed Session

F. Executive Session

Subject	3. The City Council shall convene into Executive Session pursuant to Texas Government Code Section §551.087: Deliberation regarding Economic Development Negotiations: Discussion of an Economic Development incentive for Bunker Hill Retail, LLC for a project generally located along Bunker Hill Road and Miles Road, and for retail or commercial business projects seeking to locate within the City of Sachse.
Meeting	May 1, 2023 - City Council Meeting
Access	Public
Type	Closed Session

G. Regular Agenda Items / Meeting Closing

Subject	1. Discuss and take any action as a result of Executive Session - consult with the City Attorney regarding legal matters related to Vicksburg Drive drainage easement.
Meeting	May 1, 2023 - City Council Meeting
Access	Public
Type	Action, Discussion
Recommended Action	Motion to...

G. Regular Agenda Items / Meeting Closing

Subject	2. Take any action as a result of Executive Session - deliberate the offer of a financial or other incentive relating to the development of Project Spoke.
Meeting	May 1, 2023 - City Council Meeting
Access	Public
Type	Action, Discussion
Recommended Action	Motion to...

G. Regular Agenda Items / Meeting Closing

Subject	3. Take action as a result of executive session: Consider authorizing the City Manager to negotiate and execute an economic development agreement on behalf of the City of Sachse with Bunker Hill Retail, LLC for a project generally located along Bunker Hill Road and Miles Road, and any amendments and instruments related thereto.
Meeting	May 1, 2023 - City Council Meeting
Access	Public
Type	Action, Discussion
Recommended Action	Authorize the City Manager to negotiate and execute an economic development agreement on behalf of the City of Sachse with Bunker Hill Retail, LLC for a project generally located along Bunker Hill Road and Miles Road, and any amendments and instruments related thereto.