



**Monday, March 21, 2022
City Council Combined Meeting**

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

Members of the public who wish to submit their written comments on a listed agenda item can also submit their comments by filling out the public meeting speaker form at: <http://www.cityofsachse.com/328/Agendas-Minutes-Videos> or by visiting the Agendas & Minutes button on the homepage of the City's website.

Comments must be received before 4:00 p.m. on Monday, March 21, 2022.

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

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

A. 6:30 PM WORKSHOP MEETING

1. Call to Order: The City Council of the City of Sachse will hold a Workshop Meeting on Monday, March 21, 2022, at 6:30 p.m. to consider the following items of business. Any workshop item not completed prior to the City Council regular meeting at 7:00 p.m. may be continued following the regular meeting.
2. Receive an update on Trinity Regional Hospital.
3. Discussion on a potential update to the City's Comprehensive Plan adopted in 2017.
4. Discussion of City Council meeting agenda items.
5. Adjournment.

B. 7:00 PM REGULAR MEETING

1. Call to Order: The City Council of the City of Sachse will hold a Regular Meeting on Monday, March 21, 2022, at 7:00 p.m. to consider the following items of business:
2. Invocation and Pledges of Allegiance.

C. Special Announcements

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

D. Citizen Input

1. Citizen Input: The public is invited at this time to address the Council. Please come to the microphone and state your name and address for the record. However, if your remarks pertain to a specific agenda item, please hold them until that item, at which time the Mayor may solicit your comments. The time limit is 3 minutes per speaker. The City Council is prohibited by state law from discussing any item not posted on the agenda according to the Texas Open Meetings Act, but may take comments under advisement. Issues raised may be referred to City Staff for research and possible future action.

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

1. Approve the minutes of the March 7, 2022, combined meeting.
2. Approve a resolution establishing a Charter Review Commission, guidelines, and an effective date.
3. Approve the terms and conditions of the mowing services agreement, by and between the City of Sachse and J Nichols Construction, Inc. to provide mowing and maintenance services for City parks, medians, rights-of-way, and open spaces.
4. Approve the Consent Agenda Items as presented.

F. Regular Agenda Items

1. Receive a briefing on the issuance of general obligation bonds related to the recently approved bond propositions from the November 2021 bond election.
2. Consider adopting a bond reimbursement resolution expressing official intent to reimburse costs of November 2021 bond projects.
3. Consider authorizing the City Manager to execute an agreement with Ron Hobbs Architects pertaining to the design and related services of a new City Animal Shelter.

G. Regular Meeting Closing

1. Adjournment.

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


Leah K Granger, City Secretary

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 972.429.4770, via email at achi@cityofsachse.com, or by appointment at 3815 Sachse Road, Building B, Sachse, Texas 75048.

**Agenda Item Details**

Meeting	Mar 21, 2022 - City Council Combined Meeting
Category	A. 6:30 PM WORKSHOP MEETING
Subject	2. Receive an update on Trinity Regional Hospital.
Access	Public
Type	Information

Public Content**BACKGROUND**

The leadership team of Trinity Regional Hospital Sachse would like to provide an update on current hospital capabilities.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Receive an update on Trinity Regional Hospital.

Emily Fletcher, Vice President of Business Development and Sean Johnson, CEO of Trinity Regional Hospital will be in attendance.

**Agenda Item Details**

Meeting	Mar 21, 2022 - City Council Combined Meeting
Category	A. 6:30 PM WORKSHOP MEETING
Subject	3. Discussion on a potential update to the City's Comprehensive Plan adopted in 2017.
Access	Public
Type	Discussion

Public Content**BACKGROUND**

Staff has identified three areas for potential changes/further study that were included in the most recent Comprehensive Plan. Staff will provide an overview of the areas for further consideration.

POLICY CONSIDERATIONS

The City's Comprehensive Plan was adopted in 2017. It is customary to evaluate corridor updates and Future Land Use Plan updates as the Comprehensive Plan matures.

RECOMMENDATION

Discuss a potential update to the City's Comprehensive Plan adopted in 2017.



Agenda Item Details

Meeting	Mar 21, 2022 - City Council Combined Meeting
Category	E. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	1. Approve the minutes of the March 7, 2022, combined meeting.
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Approve the minutes as presented.

Public Content

BACKGROUND

Minutes of the March 7, 2022, combined meeting.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Approve the minutes as presented.

[03.07.22 City Council Minutes.pdf \(100 KB\)](#)

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
MARCH 7, 2022**

The City Council of the City of Sachse held a regular meeting on Monday, March 7, 2022, at 6:30 p.m. at Sachse City Hall, 3815-B Sachse Road. Those present were Mayor Mike Felix; Mayor Pro Tem Jeff Bickerstaff; Councilmembers Brett Franks, Michelle Howarth, Frank Millsap, Chance Lindsey, and Cullen King; City Manager, Gina Nash; City Attorney, Joe Gorfida; City Secretary, Leah Granger; Assistant City Manager, Lauren Rose; Information Technology Manager, Mike Pastor; Director of CIP and Engineering, Corey Nesbit; Finance Director, David Baldwin; Police Chief, Bryan Sylvester; Fire Chief, Marty Wade; Deputy Fire Chief, Lee Richardson; Assistant to the City Manager, Amanda Chi; and Assistant to the City Manager – Economic Development, Jerod Potts.

Mayor Felix called the workshop meeting to order at 6:31 p.m.

WORKSHOP:

Receive a briefing on the Charter Review Commission structure, meeting schedule, and public engagement plan.

Ms. Rose presented the plan for the Charter Review Commission. She indicated that the City Attorney's office will be leading the endeavor with staff assistance. Meetings will be on the first Thursday of the month, with the exception of the first meeting. Ms. Rose specified that public engagement will be similar to the bond process and residents will be encouraged to provide feedback through the dedicated email address, social media, and by attending meetings.

Councilmember Millsap asked for clarification regarding quorum and Ms. Rose responded that eight of the 15 members constitutes a quorum. Mr. Gorfida added that an affirmative vote of the majority of the members present may move an item forward.

The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.071(2) to consult with legal counsel on matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code; wholesale water rates imposed by North Texas Municipal Water District (NTMWD) paid by Sachse as a customer city.

The Mayor adjourned the workshop to Executive Session at 6:38 p.m.

The Mayor adjourned Executive Session and opened the regular meeting at 7:03 p.m.

INVOCATION AND PLEDGES OF ALLEGIANCE TO THE US AND TEXAS FLAGS:

Councilmember King lead the invocation and Councilmember Lindsey led the pledges.

MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS:

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

Councilmember King encouraged residents to sign up for the water conservation tools provided on the City website. He also recognized the current pet adoption week. The Animal Shelter is at maximum capacity and the City is waiving adoption fees to encourage adoptions. Please contact the shelter for details.

There were some technical difficulties and Council took a short recess while they were addressed. Council recessed at 7:09 p.m. and reconvened at 7:17 p.m.

Councilmember Franks encouraged residents to take advantage of the Community Center offerings, particularly pickleball, toddler time, and summer programs.

Councilmember Millsap mentioned that the Sachse Library is doing some great things, such as the adult craft night, toddler time, and the Perot museum exhibition.

Councilmember Lindsey touted the Sachse CERT preparedness training and certification.

Mayor Felix publicized the In-N-Out Reading Program at the Sachse Library runs from March 8 through April 16. Kids ages four through 12 can pick up a reading log from the Library and earn up to three free hamburgers or cheeseburgers at In-N-Out Burger for reading at least 400 minutes – that is just under seven hours in a little more than a month. Check out the Sachse Library for some great reading options and get started!

The Senior Center is back open on Fridays and attendance is up, noted the Mayor. Seniors are invited to come check out the center and participate in the activities offered. He also encouraged residents to mark their calendars for the Easter Egg Hunts on April 9.

Proclamation honoring the late Lieutenant General Charles B. Eichelberger.

Mayor Felix presented a proclamation to Ms. Jackie Eichelberger in honor of her husband, Lieutenant General Charles B. Eichelberger. The Mayor and several Councilmembers expressed respect and appreciation for his military service and service to the community.

CITIZEN INPUT:

There was no citizen input at this meeting.

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

1. **Approve the minutes of the February 21, 2022, combined meeting.**
2. **Accept the monthly revenue and expenditure report for the period ending January 31, 2022.**
3. **Accept the Quarterly Budget and Investment Reports for the quarter ending December 31, 2021.**
4. **Approve a resolution authorizing the City Manager to execute Amendment #1 to the Advance Funding Agreement between the City of Sachse and the State of Texas, acting through the Texas Department of Transportation, for the preparation of preliminary engineering (design schematic, environmental documents/public involvement); plans, specifications and estimates (PS&E), right-of-way acquisition and utility adjustment for the reconstruction and widening of a 2-lane roadway to a 4-lane divided urban roadway to include intersection, signal, shared use path improvements along Merritt Road/Woodbridge Parkway from south of Creek Crossing Lane to Pleasant Valley Road in the City of Sachse.**
5. **Approve the Consent Agenda Items as presented.**

Mayor Pro Tem Bickerstaff made a motion to approve the consent agenda as presented. Councilmember King seconded the motion, and it carried unanimously.

REGULAR AGENDA ITEMS:

Consider the removal of Spencer Hauenstein from the Board of Directors of the Sachse Economic Development Corporation pursuant to Section 505.051(c) of the Texas Local Government Code.

Mayor Pro Tem Bickerstaff read an email from Mr. Spencer Hauenstein that was sent to him and forwarded to the Council.

“Councilman Bickerstaff,

For the past year, I've been burdened with knowing details about your misconduct toward the SEDC and its Board of Directors while acting in your official capacity as Board Liaison. This burden is compounded by the moral obligation that I feel to inform the voters about your unethical actions and your dishonesty in the pursuit of your goal to have the authority over the SEDC transferred to the City Manager.

If you remain in the race for mayor, my conscience will dictate that I inform the voters about everything that I have seen and everything that I have learned over the last year about the matter. Since you have chosen to run, I suspect that you are confident that I will either neglect the duty that I feel to speak out, or that you will be able to convince the voters that your actions were reasonable and justified. Let me assure you that I have no intention of remaining silent, and I feel that the facts which I have to present to the voters will be

insurmountable for you. To this point in time, your friends on the council have shielded you from the ramifications of your actions by their refusal to investigate or even discuss these issues, but I think it would be unwise to count on their help during the election once their own actions to cover up your misconduct are brought to light.

I've served alongside you since 2006, and I know how badly you want to win this race, but even if you do win it will come at a very high cost to you and those around you, especially those who participated in your efforts to have the CEO unjustly removed and those who helped cover-up the lies which were used to manipulate the council and the Board of Directors. I could have gone public about your dishonesty at any point, but I have tried to handle this matter discretely by bringing my concerns to the City Council privately. The fact that the council has done nothing to address the issues I raised will show that there is a great lack of accountability in that body. My emails will show that I have been raising these issues for over a year, so it will be clear that this isn't just a campaign issue for me. In fact, I suspect that I would have a better chance of winning my own race if I publicly exposed how bad your actions and the cover-up were, but I very much want to spare you and the other individuals, as well as our city, from that turmoil. I feel no desire to tarnish your reputation or the reputations of the other people involved. However, unlike your friends on the council, I can not and will not look the other way and pretend that your actions are acceptable. If you had chosen to walk away from public service, as the Mayor has, this matter would have remained out of sight from the public. That path is still open to you.

I have no doubt in my ability to accurately convey the facts regarding this matter to the voters, and I have to believe the vast majority will see those facts the same way that I and other SEDC board members see them. Based on your misconduct and dishonesty regarding the SEDC last year, you have shown yourself to be lacking in the character that one should have to hold elected office, or any position of authority in city government. For the sake of Sachse, for the sake of the City Council, and for the sake of your reputation (as well as others'), please withdraw from the race for mayor.

I am doing the best that I can to handle this matter ethically and fairly. Please know that if I did not like you I would have gone public much earlier, without regard for how it affected you.

Though I am writing this email under my role as President of the Board of Directors of the Sachse Economic Development Corporation, this message is completely my own and does not reflect the view of the corporation. Nobody else involved in these matters has any knowledge that I was planning to reach out to you about this. I alone bear the weight of responsibility for my words and my actions in this matter.

Regards,
Spencer Hauenstein
President, Board of Directors, Sachse Economic Development Corporation”

Mayor Pro Tem Bickerstaff went on to say that he asked for the item to be added to the agenda because an email like this sent in a threatening manner is not appropriate for someone that serves on one of the City's boards. Someone that would take these actions is no longer qualified to serve on a City board. He noted that he likes Mr. Hauenstein but not what he did. Mayor Pro Tem Bickerstaff requested the Council consider removing Mr. Hauenstein from the Economic Development Corporation (EDC).

Councilmember Howarth noted that the Texas Election Code is quite clear on prohibiting coercion against candidacy. She feels that she has a moral obligation to not let that stand since she took an Oath of Office. Since the Texas Local Government Code grants the Council the authority to manage the EDC as they see fit, she agrees that Mr. Hauenstein should be removed from the Board of Directors of the Sachse EDC.

Mr. Hauenstein, 7819 Hillsdale Drive, addressed the Council stating that the agenda item is in response to the email he sent to Mayor Pro Tem Bickerstaff. He noted that he is filing a complaint with the City Secretary that contains two parts. His analysis of the situation is that he was lied to and that the liaison interfered with the Board of Directors proper authority over the affairs of the EDC. He takes responsibility for the email and stated he never threatened to slander him but to reveal things he knew about (Bickerstaff's) conduct. He hopes other volunteers would have the courage to stand up for what they believe to be right.

Councilmember King asked Mr. Hauenstein if he would be able to continue to serve on the Board of Directors without reference to past actions, to which Mr. Hauenstein responded that he has continued to serve even with the knowledge. He asked that the Council consider appointing a new liaison because of the loss of faith in the liaison by the Board. Councilmember Franks believes this to be a procedural matter, and implication of a Council cover-up is in bad form. He supports the removal request. Councilmember Lindsey and Millsap do not believe a threat was made or that there is cause to remove Mr. Hauenstein. Council continued to discuss the matter.

Ms. Diana Smith, 4802 Sachse Road, commented that Mayor Pro Tem Bickerstaff's actions reminded her of a previous Councilmember that abused social media. She said he tarnished a 'staff member's' reputation when he put the email on Facebook and included a vindictive agenda item. When asked if Mr. Hauenstein's email was threatening, she responded that Councilmembers should be held to a higher standard.

Mr. Gorfida confirmed that once an email is sent to a Councilmember it is public record unless it is confidential in nature or exposing private identifying information, and there was no violation here regarding access to the email.

Ms. Jeanie Marten, 4908 Maple Shade Avenue, commented that after learning about the changes to the EDC a year ago, she reached out to Mayor Pro Tem Bickerstaff. She stipulated that volunteers serve at the pleasure of the Council and that Council must communicate clearly with boards. If they had communicated clearly, a restructure would not have been needed. She reached out and asked that Council not move forward with this agenda item. She believes the action is shaming a volunteer and is concerned about the message it sends to other volunteers if they disagree with Council.

Ms. Carmen Franks, 4811 Westcreek Lane, expressed concern about the situation and encouraged Council to consider an alternate solution from removal.

After further discussion, Councilmember Howarth made a motion to remove Spencer Hauenstein from the Economic Development Corporation Board. Mayor Pro Tem Bickerstaff seconded the motion.

Councilmember Millsap reread portions of Mr. Hauenstein's letter and stated that he did not believe it could be taken to mean "bow out or else" and is not a threat. Councilmember Lindsey noted that the email was not a physical threat but was a warning to "bow out or be accountable for these actions".

The motion carried with a vote 4-3, with Councilmembers Millsap, Lindsey, and King voting no.

Consider appointments to various City boards and commissions.

Ms. Granger reminded the Council that there were five seats open on boards and commissions. She stated that interviews were conducted at the February 21 meeting and asked if there were any appointments to be made.

Councilmember Howarth made a motion to appoint the following people to the following boards:

Cindy Woodcock and Joshua Frick to the Library Board
Gregg Woodcock and Ah Kabir to the TIF #1 Board
Scott McMurdie to the EDC Board.

Councilmember King seconded the motion. Councilmember Lindsey pointed out that there are currently two spots on the EDC Board that need to be filled. Councilmember King requested that the additional position be held for another meeting so the Council has a chance to talk about who might fill it. The motion carried unanimously.

Consider appointing the remaining representatives to serve on a Charter Review Commission.

Mayor Felix noted that a few Councilmembers held their appointments until the current meeting.

Councilmember King made a motion to appoint the following people to the Charter Review Commission.

Councilmember Millsap nominated Marcia Harris-Daniel and Matthew Holboke.
Councilmember Howarth nominated Cedric Alford and Eric Dominguez.
Councilmember Franks nominated Karlos McGhee and Billy George.

Councilmember Lindsey seconded the motion, and it carried unanimously.

ADJOURNMENT:

Mayor Felix adjourned the meeting at 8:40 p.m.

Mike J. Felix, Mayor

ATTEST:

Leah K Granger, City Secretary



Agenda Item Details

Meeting	Mar 21, 2022 - City Council Combined Meeting
Category	E. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	2. Approve a resolution establishing a Charter Review Commission, guidelines, and an effective date.
Access	Public
Type	Action (Consent)
Recommended Action	Approve a resolution establishing a Charter Review Commission, guidelines, and an effective date.

Public Content

BACKGROUND

The creation of a Charter Review Commission has been discussed at the January 18, February 7, February 21, and March 7 regular City Council meetings. Members were appointed at the February 21 and March 7 Council meetings, and a draft charge was approved at the March 7 Council meeting.

OVERVIEW

To maintain consistency with previous commissions, a resolution is being presented for approval establishing the Commission, guidelines, and an effective date.

POLICY CONSIDERATIONS

Section 11.07 of the City of Sachse's Home Rule Charter provides detail for a Charter Review Commission.

RECOMMENDATION

Approve a resolution establishing a Charter Review Commission, guidelines, and an effective date.

[Resolution_Charter Review Commission.pdf \(107 KB\)](#)

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.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS,
ESTABLISHING A CHARTER REVIEW COMMISSION; ESTABLISHING
CHARTER REVIEW COMMISSION GUIDELINES; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Sachse desires to establish a charter review commission and desires to establish guidelines to review the City Charter for the purpose of making recommendations to the City Council for appropriate amendments to the City Charter to be approved by the voters for an election called for such purpose;

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

SECTION 1. The City Council of the City of Sachse does hereby establish a Commission to review the City Charter for the purpose of making recommendations to the City Council for appropriate amendments to the City Charter to be approved by the voters at an election called for such purpose. The Commission shall consist of two members to be appointed by each City councilmember with the Mayor appointing three members to serve on the Commission. The Commission shall elect a chairperson and a vice chairperson among its members, and shall complete its review and submit a written report to the City Council containing any recommendations for amendments to the City Charter within six (6) months after the members are appointed by the City Council.

SECTION 2. The City Council of the City of Sachse does hereby establish Charter Review Commission guidelines as evidenced by the attached Exhibit "A", said Commission to review the City Charter for the purpose of making recommendations to the City Council appropriate amendments to the City Charter to be approved by the voters at an election called for such purpose.

SECTION 3. This Resolution shall be effective immediately upon adoption.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas,
this the 21st day of March, 2022.

APPROVED:

Mike J. Felix, Mayor

ATTEST:

Leah K Granger, City Secretary

Exhibit “A”

1. Commission conducts organizational meeting at which:
 - a. Chairperson and vice chairperson are elected by the Commission.
 - b. The Commission will meet once a month on pre-established meeting dates.
 - c. The Commission reviews and directions or guidelines by the City Council, including the charge issued to the Commission:

“Review the City of Sachse’s home rule Charter to determine if any revisions need to be made to the document and make a recommendation to the City Council regarding the Commission’s findings.”
 - d. The Commission will review the articles of the Charter, in order, at each meeting.
 - e. The Commission may receive requests and suggestions from the City Attorney and City staff relative to certain areas of the Charter to review for consistency with state law and best practices.
2. The Commission, with the assistance of City staff and the City Attorney, will keep a written record (including minutes of each meeting) of any Commission-approved recommended changes to the Charter.
3. At the conclusion of the review of the Charter, the Commission should review all prior approved Commission recommendations with the City Attorney to ensure that such recommendations are proper and legal. Then the Commission shall prepare a consolidated report to the City Council.
4. The Commission shall complete its review and make a written report to the City Council, after consultation with the City Attorney, within six (6) months after the appointment of the Commission.
5. The Commission shall consist of two members appointed by each City councilmember and three members appointed by the Mayor. A quorum of the Commission shall consist of a majority of the number of persons actually appointed to the Commission. The approval of the majority of the members present at a meeting is required for any approved recommendation to the City Council for an amendment to the City Charter.
6. The meetings of the Commission shall be conducted in compliance with the Texas Open Meetings Act, and shall be open to the public, except authorized closed meeting to consult with legal counsel.



Agenda Item Details

Meeting	Mar 21, 2022 - City Council Combined Meeting
Category	E. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	3. Approve the terms and conditions of the mowing services agreement, by and between the City of Sachse and J Nichols Construction, Inc. to provide mowing and maintenance services for City parks, medians, rights-of-way, and open spaces.
Access	Public
Type	Action, Discussion
Fiscal Impact	Yes
Dollar Amount	75,000.00
Budgeted	Yes
Budget Source	Parks and Recreation - Contract Mowing
Recommended Action	Approve the terms and conditions of the mowing services agreement, by and between the City of Sachse and J Nichols Construction, Inc. to provide mowing and maintenance services for City parks, medians, rights-of-way, and open spaces.
Goals	Provide a high quality of life environment for families, individuals, businesses, and other organizations in Sachse. Provide excellent government services to Sachse citizens.

Public Content

BACKGROUND

Renewing the mowing contract is a part of the annual budget process and the most current mowing contract expired in 2021. The City of Sachse solicited sealed bids for mowing services which were received and opened on March 3, 2022, for medians, rights-of-way, parks, and open space maintenance for the City of Sachse. There were three contractors that submitted bids: McCrary MowTime, J Nichols Construction, Inc., and Good Earth Corporation. Bids ranged from a high of \$87.13/acre per mow to a low of bid from J Nichols Construction, Inc. of \$61/acre per mow. J Nichols Construction, Inc. meets all of the specifications and is the qualified low bidder. The contract shall be effective for a period of one-year and shall automatically renew for two successive, one-year terms unless either party provides 30-days written notice to the other party.

POLICY CONSIDERATIONS

The Parks and Recreation budget includes funding for contract mowing annually. The contractor will maintain areas throughout the City containing approximately 61.8 acres. The \$90,000 amount which was approved in the 21/22 budget will cover the initial contract of \$75,000 and allow remaining funds to cover additional land that may be added at a later date.

This will be a continued partnership with J Nichols Construction, Inc. as they have previously served as the mowing contractor for the City of Sachse. J Nichols Construction, Inc. is a well-established company that serves a variety of municipalities in the metroplex.

RECOMMENDATION

Approve the terms and conditions of the mowing services agreement, by and between the City of Sachse and J Nichols Construction, Inc. to provide mowing and maintenance services for City parks, medians, rights-of-way, and open spaces.

[J Nichols Construction Mowing Services Agreement.pdf \(203 KB\)](#)

[BidSheet.pdf \(469 KB\)](#)

[Parks Mowing Map 2022.pdf \(1,511 KB\)](#)

STATE OF TEXAS §
 § **MOWING SERVICES AGREEMENT**
COUNTY OF DALLAS §

This Mowing Services Agreement (the “Agreement”) is made by and between the City of Sachse, Texas (“City”) and J Nichols Construction, Inc. (“Contractor”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

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

WHEREAS, Contractor desires to render mowing services within the corporate limits of the City, to include street medians, rights-of-way, parks, and open spaces, as set forth in Exhibit “A” attached hereto and incorporated herein, and in accordance with the terms and conditions set forth in this Agreement;

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

Article I
Term

1.1 The Term of this Agreement shall commence on the last day of execution hereof (the “Effective Date”) and shall continue for a period of one (1) year, unless sooner terminated as provided herein. Thereafter, this Agreement shall automatically renew for two (2) one (1) year terms (each a “Renewal Term”) unless either Party provides written notice to the other Party of its intent not to renew the Agreement thirty (30) days prior to the expiration of the Initial Term or Renewal Term.

1.2 The City may terminate this Agreement, with or without cause, by giving Contractor thirty (30) days prior written notice. In the event of such termination, Contractor shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Contract Documents

2.1. This Agreement consists of the following items:

(a) This Agreement; and

- (b) City of Sachse Bid, “2022 City of Sachse Median, Right-of-Way, Parks, and Open Space” and Contractor’s Response thereto (attached as Exhibit “A”).

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as “Contract Documents.”

Article III Scope of Services

Contractor shall provide mowing services specifically set forth in Exhibit “A.”

Article IV Schedule of Work

Contractor shall commence the services under this Agreement upon written direction from the City and shall complete the required services in accordance with a work schedule mutually established by the City and Contractor (the “Work Schedule”). Any work performed, or expenses incurred by Contractor prior to Contractor’s receipt of written direction from the City shall be entirely at Contractor’s own risk.

Article V Compensation

5.1 The City shall compensate Contractor in an amount not to exceed Seventy-Five Thousand and No/100 Dollars (\$75,000.00) per year for the Term of this Agreement, as set forth in Exhibit “A”.

5.2 City shall pay Contractor within thirty (30) days of the receipt of a proper invoice provided there are no errors or discrepancies and that all work noted on the invoice has been completed. Any errors, discrepancies or the invoicing of work not completed may result in a delay in payment.

Article VI Suspension of Work

The City shall have the right to immediately suspend work by Contractor if the City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Company shall be suspended until Contractor has taken satisfactory corrective action.

Article VII

Devotion of Time; Personnel; and Equipment

7.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City, and without decreasing the effectiveness of the performance of services required under this Agreement.

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

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

Article VIII

Relationship of Parties

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

Article IX

Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Professional may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article X Insurance

Contractor shall provide and maintain for the duration of this Agreement, and for the benefit of the City (naming the City and its officers, agents and employees as additional insureds), insurance coverage in full force and effect as set forth in Exhibit "A" attached hereto. Contractor shall provide signed Certificates of Insurance verifying that Contractor has obtained the required insurance coverage for the City prior to the Effective Date of this Agreement.

Article XI Indemnification

11.1 CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, BOTH PAST AND PRESENT, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE) AND EXPENSES, (INCLUDING COURT COSTS, ATTORNEYS' FEES AND OTHER REASONABLE COSTS OF LITIGATION) ARISING OUT OF OR RESULTING FROM CONTRACTOR'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS AGREEMENT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM INTENTIONAL ACTS OR NEGLIGENCE OF THE CONTRACTOR, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES AND OTHER PERSONS.

11.2 IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE CITY AND CONTRACTOR, THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT INDEMNIFIES AND PROTECTS THE CITY FROM THE CONSEQUENCES OF CONTRACTOR'S OWN NEGLIGENCE.

11.3 CONTRACTOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR OTHER FAULT OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR OTHER PERSONS ASSOCIATED WITH THE CONTRACTOR.

11.4 CONTRACTOR AGREES TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIAL MEN AND FURNISHERS OF SUPPLIES, EQUIPMENT, FINANCING OR ANY OTHER GOODS OR SERVICES, TANGIBLE OR INTANGIBLE. WHEN THE CITY SO DESIRES, CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

Article XII Miscellaneous

12.1 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.

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

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

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

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

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

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

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

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

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

If intended for City, to:

City of Sachse, Texas
Attn: Gina Nash, City Manager
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.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201
Phone: (214) 965-9900

If intended for Contractor, to:

J Nichols Contraction, Inc.
Attn: Joe Nichols
3275 Whiteley Road
Wylie, Texas 75098
Phone: (972) 412-8000

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

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

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

12.14 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

12.15 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances

and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

12.16 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

12.17 12.18 Boycott Israel, Boycott Energy Companies, and Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations.

- (a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(signature page to follow)

EXECUTED this _____ day of _____, 2022.

City of Sachse, Texas

By: _____
Gina Nash, City Manager

Approved as to form:

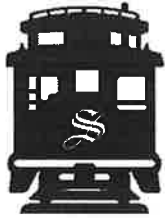
By: _____
Joseph J. Gorfida, Jr.
(03-10-2022:TM 128297)

EXECUTED this _____ day of _____, 2022.

J Nichols Construction, Inc.

By: _____
Name: _____
Title: _____

EXHIBIT “A”
**2022 Sachse Bid “Median, Right-of-Way, Parks, and Open Space and
Contractor’s Response**



City of Sachse
Annual Mowing Contract Bid
March 3, 2022 - 10 a.m.

Company	Annual Bid Amount (Per Acre)	Insurance Verification	Equipment Verification	Alternate Bid (Per hour)				
				A	B	C	D	E
McCrory Mow Time	\$64/acre	✓	✓					
J. Nichols	\$61/acre	✓	✓					
Good Earth	\$87.13/acre	✓	✓					

Alternate Bids KEY

A - Litter Control

D - Planter Bed Maintenance (Weeding)

B - Mulching

E - Planter Bed Maintenance (Planting Seasonal Flowers)

C - Tree Pruning

opened @ 10:03

Client Work History
Attachment A – Current Contracts

Company Name: J Nichols Construction, Inc Totals of Years in Business: 29 Years

Current Contracts

Bidder is to list all active contracts of similar size and scope of work:

1. Client Name: City of Plano
Contact Name: Josh Schulz
Phone Number: 972-941-7000
Dates of Service: 2020-2024 Active
Brief description of service provided and number of sq. feet serviced: Mow & Trim Various Properties
2. Client Name: City of Wylie
Contact Name: Ricardo Govea
Phone Number: 972-516-6379
Dates of Service: 2020-2024 Active
Brief description of service provided and number of sq. feet serviced: Mow & Trim Various Properties
3. Client Name: Herzog Development Corp
Contact Name: Daryl Herzog
Phone Number: 214-348-1300
Dates of Service: 2001 - Active
Brief description of service provided and number of sq. feet serviced: Mow, Trim & Various Projects
4. Client Name: Devonshire / Forney
Contact Name: Nan Arnold
Phone Number: Nan@nfaco.com
Dates of Service: 2020 - Active
Brief description of service provided and number of sq. feet serviced: Mow, Trim & Various Projects
5. Client Name: Dominion of Pleasant Valley
Contact Name: Nan Arnold
Phone Number: Nan@nfaco.com
Dates of Service: 2016 - Active
Brief description of service provided and number of sq. feet serviced: Mow, Trim & Various Projects

Attachment B – Former Contracts

Bidder is to provide information regarding former contracts:

1. Client Name: City of Sachse
Contact Name: Lance Whitworth
Phone Number: 469-429-0276
Dates of Service: '2018-'2021
Brief description of service provided: Mow & Trim Various Properties
Reason for contract ending: Contract Expired

2. Client Name: City of Garland
Contact Name: Richard Diaz
Phone Number: 214-251-5170
Dates of Service: '2013-'2014
Brief description of service provided: Mow & Trim Various Properties
Reason for contract ending: Contract Expired

3. Client Name: City of Royce City
Contact Name: Brent Stowers
Phone Number: 972-524-4838
Dates of Service: '2013 - '2016
Brief description of service provided: Mow & Trim Various Properties
Reason for contract ending: Contract Expired

In the last three years, have you been released or removed from a job prior to the job being completed?

YES _____ NO X If yes, give reason(s) _____

Attachment C – Employee Profile

Company Name: J Nichols Construction, Inc

Employee Profile: Number of full-time hourly employees employed by the business currently? 10

Average length of full-time hourly employee tenure? 22 yrs

Number of part-time hourly employees employed by the business currently? 0

Average length of part-time employee tenure? N/A

Number of supervisory employees employed by the business currently? 3

Average length of supervisory employee tenure? 22 yrs

Equipment IIST

'2022

Vehicles	Year	Model
	2017	Ford PU
	2013	Ford PU
	2005	Chev Crew Cab
	2000	Ford Crew Cab
	2018	Kawk Mule
	2022	Ford Bronco
2	2022	F-250
Mowers		
2	2018	Turf Tiger
3	2019	Turf Tiger
2	2020	Turf Tiger
2	2021	Turf Tiger
3	2022	Turf Tiger
Tractors	2004	New Holland
	2007	New Holland
	2015	John Deere
	2019	Kubota
	2020	John Deere 5400
	2007	Rhino SR15 Mower
	2020	John Deere Batwing
Trailers	2018	20' Flat bed Trlr
	2018	18' Tandem Trlr
	2019	Tandem Dual Gooseneck
	2019	Welding Rig
		14' Enclosed Utility
		Dump Trlr
	2020	16' Gooseneck Dump
	2020	22' Equipment
	2021	20' Equipment
	2022	24' Equipment
	2022	22' Equipment
Weedeaters		
11		Stihl
Blowers		
8		Stihl
ATV	2016	Yamaha

Attachment E – Field Supervisor and Emergency Contact Information

Company Name: J Nichols Construction, Inc

Field Supervisor's duties and percentage of time bidder expects Field Supervisor to commit to this contract:

1. Field Supervisor Name: Don Ellison
Percentage of Time Assigned: 100%
Duties: Supervisor, Crew Leader, Tractor Operator

2. Field Supervisor Name: Joe Nichols
Percentage of Time Assigned: 100% or as needed
Duties: Supervises/Oversees jobs

Emergency Contact Information

Name: Joe Nichols
Office Phone: 972-412-8000
After-Hours Phone: 214-686-4172
Email: Joe@jnicholsinc.com

Name: Melissa Nichols
Office Phone: 972-412-8000
After-Hours Phone: 214-686-4173
Email: Melissa@jnicholsin.com

Attachment F – Site Visit Affidavit

The undersigned authorized representative of:

J Nichols Construction, Inc

(Company or Firm Name)

Affirms that each site listed has been visited and reviewed by a representative of the company prior to the bid being submitted. Representative affirms that the locations, requirements, and site requirements are understood and accepted in their current condition.

Joe Nichols
Authorized Representative Signature

03/03/2022

Date

Joe Nichols
Printed Name

Vice President

Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Symphony Risk Solutions, LLC P.O. Box 495429 Garland TX 75049		CONTACT NAME: Elliott Carpenter PHONE (A/C, No, Ext): (972) 864-0400 E-MAIL ADDRESS: elliottdavis-dyer-max.com FAX (A/C, No): (972) 278-8400																						
INSURED J. Nichols Construction Inc. 3275 Whitley Rd. Wylie TX 75098		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER B:</td><td>Texas Mutual Insurance Co.</td><td>22945</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Evanston Insurance Company	35378	INSURER B:	Texas Mutual Insurance Co.	22945	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** 2021-22 WC Renewal **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			MASC21014	08/16/2021	08/16/2022	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	☐ EXCESS LIAB	☐ OCCUR					AGGREGATE	\$
	☐ DED ☐ RETENTION \$	☐ CLAIMS-MADE						\$
	B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001278116	10/23/2021	10/23/2022	☒ PER STATUTE ☐ OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N		E.L. EACH ACCIDENT				\$ 500,000
If yes, describe under DESCRIPTION OF OPERATIONS below		☒ Y	N/A	E.L. DISEASE - EA EMPLOYEE				\$ 500,000
				E.L. DISEASE - POLICY LIMIT				\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

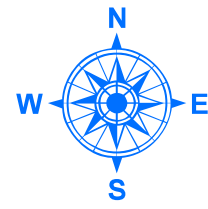
The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and certificate holder. The General Liability policy includes a blanket automatic waiver of subrogation endorsement only when there is a written contract between the named insured and the certificate holder.

CERTIFICATE HOLDER

CANCELLATION

City of Sachse 3518 B Sachse Road Sachse TX 75048	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michael C. Murren</i>
---	--

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November 2021

Contract Mowing Map

0 1,000 2,000 Feet

1. Hwy. 78 Median and North Side ROW, 5.8 acres
2. Fire station #2 & Ranch Rd., 2 acres,
3. Dewitt Rd, Maxwell Creek Rd, Medians, Caboose up to Wylie limit, 2.7 acres + Caboose
4. Firefighters Park & Detention area, 3.8 acres
5. Westgate, Southgate, Blackburn, Murphy, Medians, and ROW, 3.2 acres
6. Bunker Hill Rd, Concord areas, Medians, open spaces, ROW on both sides, 5.8 acres +
7. Open Space Wetland and Concord Area, 6.4 acres
8. Georgetown Dr, and ROW, 1 acre
9. Hudson Ln and Miles Rd, Medians, ROW Both Sides, Trees and Flower Beds, 6 acres +
10. Dave Sanford Park and Part of Miles Rd, 5.2 acres
11. Open Space Merritt Rd, 1.2 acres
12. Public Works and Animal Control Center, 1.1 acres
13. Entire Sachse Rd, Roundabout Medians and Part of Bailey Rd, 7.2 acres+
14. EDC Owned Properties, and ROWs 8.6 acres
15. Merritt Rd / PGB Turnpike, and Flower Beds, 1.8 acres

1. Hwy. 78 & Median
North side ROW

2. Fire Station #2, Ranch Rd,
Medians and ROW

3. Dewitt Rd, Maxwell Creek Rd, Medians,
Caboose up to Wylie limit

5. Westgate, Southgate, Blackburn,
Murphy, Medians, and ROW

4. Firefighter Park
& Detention Pond

13. Entire Sachse Rd, Roundabout
Medians and Part of Bailey Rd

14. EDC Owned Properties

10. Dave Sanford Park,
Part of Miles Road

11. Open Space Merritt Rd

12. Public Works and Animal Control Center

6. Bunker Hill Rd, Concord areas,
Medians, open spaces,
ROW on both sides

7. Open Space Wetland
and Concord Area

8. Georgetown Dr, and ROW

9. Hudson Ln and Miles Rd, Medians,
ROW Both Sides, Trees and Flower Beds

15. Merritt Rd / PGB Turnpike, and Flower Beds

THIS MAP IS PROPERTY OF THE CITY OF SACHSE, TEXAS, AND IS NOT TO BE REPRODUCED BY ANY MEANS, MECHANICAL OR DIGITAL, WITHOUT THE WRITTEN CONSENT OF THE CITY.

THIS PRODUCT IS FOR INFORMATIONAL PURPOSES AND MAY NOT HAVE BEEN PREPARED FOR OR BE SUITABLE FOR LEGAL, ENGINEERING, OR SURVEYING PURPOSES. IT DOES NOT REPRESENT AN ON-THE-GROUND SURVEY AND REPRESENTS ONLY THE APPROXIMATE RELATIVE LOCATION OF PROPERTY BOUNDARIES.



Agenda Item Details

Meeting	Mar 21, 2022 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	1. Receive a briefing on the issuance of general obligation bonds related to the recently approved bond propositions from the November 2021 bond election.
Access	Public
Type	Information
Goals	Strategically invest in the City's existing and future infrastructure. Be a model of financial stewardship through growth management, responsible investment, and financial transparency.

Public Content

BACKGROUND

Sachse residents approved four propositions on the November 2021 bond election ballot. In December 2021, staff presented information about the proposed project order and recommended that Bailey Road and the new animal shelter be the first two projects resulting from the bond election due to their deteriorating condition and the rapidly increasing cost of materials.

Jason Hughes, the City's Financial Advisor with Hilltop Securities, will present an overview of the bond sale process and provide next steps for the Council.

POLICY CONSIDERATIONS

The issuance of general obligation bonds was authorized by the Sachse voters at the November 2021 bond election.

RECOMMENDATION

Receive a briefing on the issuance of general obligation bonds related to the recently approved bond propositions from the November 2021 bond election.

[Presentation - Sachse GO Bond Sale - 3.14.22.pdf \(984 KB\)](#)



City of Sachse

March 21, 2022

Discussion Regarding GO Bond Sale

Issuance of GO Bonds Tied to November 2021 Election



Proposition	Purpose	Amount
A	Streets and Roads	\$ 23,385,000
B	Streets and Roads	20,650,000
C	Streets and Sidewalks	5,000,000
D	Animal Shelter	5,000,000
	Total	\$ 54,035,000

- Current finance plan assumes issuances in 2022, 2025 and 2028
- First issuance to fund approximately \$18.035 million in project proceeds
- Council may pass a reimbursement resolution
 - Allows City to start projects now and reimburse itself with bond proceeds later

Bond Issuance Items



- GO Bond sale
 - Official statement will be created
 - Will have a credit rating call with Standard & Poor's
 - Final sale terms are subject to Council approval
 - Closing and disbursement of funds occurs approximately 30 days after Council approval
- GO Bonds will be structured with a 20-year repayment
 - Fixed interest rate
- No increase to current I&S tax rate
- GO Bonds will be sold via a negotiated sale
 - Will allow for bonds to be marketed and sold to Sachse residents

City of Sachse

Tax Rate Analysis Tied to \$54.035mm Bond Election (as of 3.14.22)

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>	<u>K</u>
Fiscal Year End	Taxable Assessed Valuation ⁽¹⁾	Growth Rate	Sachse Station Taxable Assessed Valuation ⁽²⁾	Current Tax-Backed P+I	Series 2021 Tax Notes	November 2021 GO Bond Election ⁽³⁾			Net Total Tax-Backed P+I	Calculated I&S Tax Rate ⁽⁴⁾
						Series 2022	Series 2025	Series 2028		
2022	\$ 2,862,003,066		\$ -	\$ 4,054,319	\$ 1,282,810				\$ 5,337,129	\$ 0.1942
2023	2,947,863,158	3.0%	19,138,456	3,632,609	99,337	\$ 1,893,958			5,625,904	0.1941
2024	2,977,341,790	1.0%	132,079,076	3,454,245	98,548	2,240,250			5,793,043	0.1942
2025	3,007,115,207	1.0%	193,765,902	3,445,713	97,760	2,365,500			5,908,973	0.1943
2026	3,007,115,207		213,316,285	3,290,663	96,971	1,032,375	\$ 1,506,206		5,926,215	0.1942
2027	3,007,115,207		308,672,625	3,289,388	96,183	1,035,375	1,596,453		6,017,398	0.1942
2028	3,007,115,207		315,760,092	3,294,688	95,394	1,032,000	1,603,194		6,025,276	0.1943
2029	3,007,115,207		366,631,309	2,869,488		1,032,250	1,226,122	\$ 942,150	6,070,009	0.1941
2030	3,007,115,207		366,631,309	2,869,088		1,035,875	1,220,753	947,638	6,073,353	0.1942
2031	3,007,115,207		366,631,309	2,874,888		1,032,875	1,214,559	947,769	6,070,091	0.1941
2032	3,007,115,207		366,631,309	3,138,663		1,033,250	1,060,634	840,275	6,072,822	0.1942
2033	3,007,115,207		366,631,309	3,136,363		1,034,400	1,063,875	840,275	6,074,913	0.1943
2034	3,007,115,207		366,631,309	3,137,863		1,031,900	1,061,188	840,275	6,071,225	0.1942
2035	3,007,115,207		366,631,309	626,113		1,033,725	1,341,694	1,728,663	4,730,194	0.1513
2036	3,007,115,207		366,631,309	626,038		1,034,800	1,344,981	1,729,369	4,735,188	0.1514
2037	3,007,115,207		366,631,309	625,184		1,035,125	1,341,722	1,732,819	4,734,850	0.1514
2038	3,007,115,207		366,631,309	628,466		1,035,300	1,341,916	1,729,013	4,734,694	0.1514
2039	3,007,115,207		366,631,309	626,200		1,035,000	1,340,459	1,727,950	4,729,609	0.1513
2040	3,007,115,207		366,631,309	628,388		1,033,300	1,342,250	1,729,394	4,733,331	0.1514
2041	3,007,115,207		366,631,309	624,656		1,035,100	1,342,184	1,728,225	4,730,166	0.1513
2042	3,007,115,207		366,631,309	624,994		1,035,300	1,345,159	1,729,325	4,734,778	0.1514
2043	3,007,115,207		366,631,309				1,341,175	1,732,456	3,073,631	0.0983
2044	3,007,115,207		366,631,309				1,340,231	1,732,500	3,072,731	0.0983
2045	3,007,115,207		366,631,309				1,342,122	1,729,456	3,071,578	0.0982
2046	3,007,115,207		366,631,309					1,728,206	1,728,206	0.0553
2047	3,007,115,207		366,631,309					1,728,513	1,728,513	0.0553
2048	3,007,115,207		366,631,309					1,730,138	1,730,138	0.0553
				\$ 47,498,009	\$ 1,867,003	\$ 24,077,658	\$ 26,316,878	\$ 29,574,406	\$ 129,333,955	

Proceeds: \$ 1,800,000 \$ 18,035,000 + \$ 18,000,000 + \$ 18,000,000 = \$ 54,035,000

(1) FYE 2022 is actual. All other values assumed to grow per the percentages in column "C".

(2) Based on projections per the Project and Finance Plan. FY 2022 value is included in column "B".

(3) Based on projected interest rates; preliminary, subject to change.

(4) Based on 98% collections. Takes into account projected Sachse Station TIRZ participation.



Agenda Item Details

Meeting	Mar 21, 2022 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	2. Consider adopting a bond reimbursement resolution expressing official intent to reimburse costs of November 2021 bond projects.
Access	Public
Type	Action, Discussion
Preferred Date	Mar 21, 2022
Recommended Action	Adopt a bond reimbursement resolution expressing official intent to reimburse costs of November 2021 bond projects.
Goals	Strategically invest in the City's existing and future infrastructure. Be a model of financial stewardship through growth management, responsible investment, and financial transparency.

Public Content

BACKGROUND

The issuance of general obligation bonds related to the November 2021 bond election has not yet taken place and, therefore, the City has not yet received bond proceeds to fund these projects. Sufficient funds exist within the Capital Projects Fund to proceed with the projects until project costs can be reimbursed from bond sale proceeds.

In order for the City to fund these projects now and reimburse itself from the issuance of debt obligations at a later date, a reimbursement resolution is required by state and federal law. The resolution must contain certain information and is reviewed by bond counsel to protect the tax-exempt status of the future issuance. The resolution must be passed not more than 60 days after the date that the cost to be reimbursed is paid. Failure to adopt a qualified declaration of official intent will prohibit the City from reimbursing the cost with the proceeds of tax-exempt obligations.

Please note: this resolution covers the approved proposition amount for the Bailey Road/Hooper Road, Williford Road, and West Creek Lane (first proposition package) at \$20,650,000 and the animal shelter project at \$5,000,000, totaling \$25,650,000.

OVERVIEW

On November 2, 2021, Sachse voters approved four propositions for the issuance of general obligation bonds.

The bond projects include:

- Designing and constructing the expansion and upgrades to Sachse Road, from Miles Road to the city limits
- Upgrading and developing several streets and roads, including:
 - Bailey-Hooper Road, from SH 78 to Sachse Road
 - Williford Road, from SH 78 to Bailey Road
 - West Creek Lane, from Sachse Road to Timbercreek Court
- Reconstructing City of Sachse neighborhood and residential streets within city limits
- Designing and constructing a new City animal shelter to facilitate adoptions

On January 18, Council authorized the City Manager to execute a professional service agreement for the design of the Bailey Road and Hooper Road reconstruction project. Staff now requests Council authorize a professional services agreement for the Animal Shelter bond project.

Chris Settle, the City's Bond Counsel with McCall, Parkhurst, and Horton will be in attendance to answer any questions.

POLICY CONSIDERATIONS

Consider all matters incidental and related to the adoption of a resolution expressing official intent to reimburse costs of November 2021 bond projects.

RECOMMENDATION

Adopt a bond reimbursement resolution expressing official intent to reimburse costs of November 2021 bond projects.

[Presentation_Bond Reimbursement.pdf \(111 KB\)](#)

[Resolution_Bond Reimbursement_Official Intent to Reimburse.pdf \(73 KB\)](#)

Bond Reimbursement

City Council
March 21, 2022



Overview

- Approved Propositions
- Authorized/Requested Expenses
- Bond Sale Timing
- Bond Reimbursement Resolution
- Staff Recommendation



Approved Propositions

- Sachse Road, from Miles Road to the city limits
- Upgrading and Developing Streets and Roads
 - **Bailey-Hooper Road, from SH 78 to Sachse Road**
 - Williford Road, from SH 78 to Bailey Road
 - West Creek Lane, from Sachse Road to Timbercreek Court
- Neighborhood residential streets package
- **New City animal shelter**

Prioritized items shown in **bold**



Authorized/Requested Expenses

- On January 18, Council authorized the City Manager to execute a professional services agreement for the Bailey Road and Hooper Road Design with Garver USA in the amount of \$821,750
- This evening, staff will request Council authorize a professional services agreement for the Animal Shelter bond project with Ron Hobbs Architects



Bond Sale Timing

- Issuance of general obligation bonds has not yet taken place
- Sufficient funds exist within the Capital Projects fund to move forward on these projects
- Project costs would be reimbursed with bond sale proceeds



Bond Reimbursement Resolution

- For the City to spend money today, but reimburse itself from the issuance of debt obligations in the future, a reimbursement resolution is required by state and federal law
- Resolution must be passed not more than 60 days after the date that the cost to be reimbursed is paid
- Failure to adopt a qualified declaration of official intent will prohibit the City from reimbursing the cost with the proceeds of tax-exempt obligations
- Please note: this resolution covers the approved proposition amount for the Bailey Road/Hooper Road, Williford Road, and West Creek Lane (first proposition package) at \$20,650,000 and the animal shelter project at \$5,000,000, totaling \$25,650,000



Staff Recommendation

- Adopt resolution expressing official intent to reimburse costs of projects



RESOLUTION NO. _____

**RESOLUTION EXPRESSING OFFICIAL INTENT
TO REIMBURSE COSTS OF PROJECTS**

WHEREAS, the City of Sachse, Texas (the “City”) is a home-rule municipality and political subdivision of the State of Texas (the “State”); and

WHEREAS, the City expects to pay, or have paid on its behalf, expenditures in connection with the design, planning, acquisition and construction of the projects described in **Exhibit A** hereto (the “Projects”) prior to the issuance of tax-exempt obligations, tax-credit obligations and/or obligations for which a prior expression of intent to finance or refinance is required by federal or State law (collectively and individually, the “Obligations”) to finance the Projects; and

WHEREAS, the City finds, considers, and declares that the reimbursement for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention to reimburse itself for such payments at such time as it issues Obligations to finance the Projects;

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

Section 1. The City reasonably expects to incur debt, or have debt incurred on its behalf, in one or more series of Obligations with an aggregate maximum principal amount not to exceed \$25,650,000, for the purpose of paying the costs of the Projects.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt Obligations will be issued by the City in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the Projects, with respect to which such expenditures were made, are placed into service.

Section 3. The foregoing notwithstanding, no tax-exempt Obligations will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

Section 4. This Resolution shall be effective immediately upon adoption.

DULY PASSED by the City Council of the City of Sachse, Texas, this the 21st day of March, 2022.

CITY OF SACHSE, TEXAS

Mike J. Felix, Mayor

ATTEST:

Leah K Granger, City Secretary

Exhibit A

Project Description: (i) designing, constructing, improving, extending, expanding, upgrading, and developing the following streets and roads in the City of Sachse: Bailey-Hooper Road, from SH 78 to Sachse Road, Williford Road, from SH 78 to Bailey Road, and West Creek Lane, from Sachse Road to Timbercreek Court, with such improvements to include any associated sidewalks, bridges, and intersections, related drainage improvements, utility relocations, signalization, landscaping, lighting, signage, curbs, pedestrian right of ways, traffic safety, and operational improvements and interests in land as may be necessary for such purposes; and (ii) designing, constructing, improving, and equipping a municipal animal shelter.



Agenda Item Details

Meeting	Mar 21, 2022 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	3. Consider authorizing the City Manager to execute an agreement with Ron Hobbs Architects pertaining to the design and related services of a new City Animal Shelter.
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	342,450.00
Budgeted	Yes
Budget Source	2021 Bond Funds
Recommended Action	Authorize the City Manager to execute an agreement with Ron Hobbs Architects pertaining to the design and related services of a new City Animal Shelter.

Public Content

BACKGROUND

Upon direction of Council during the February 7, 2022, meeting, staff has prepared an architectural services agreement between the City of Sachse and Ron Hobbs Architecture & Interior Design, LLP pertaining to the design and related services of a new City Animal Shelter.

OVERVIEW

Chief Sylvester will present an overview of the provisions of the architect services agreement, associated known and projected costs, and next steps of the overall project.

Ron Hobbs will be in attendance to answer any questions the City Council may have.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Authorize the City Manager to execute an agreement with Ron Hobbs Architecture & Interior Design, LLP pertaining to the design and related services of a new City Animal Shelter.

[Presentation_Architect Services - Animal Shelter.pdf \(156 KB\)](#)

[Ron Hobbs Architects Service Agreement_Animal Shelter.pdf \(446 KB\)](#)

Animal Shelter Design/Construction Project - Ron Hobbs Architects Services

City Council Meeting
March 21, 2022



Background

- Upon direction of Council, staff has engaged with Ron Hobbs Architectural & Interior Design, LLP to develop an agreement for architectural services pertaining to the design and construction of a new Animal Shelter.
- Proposed agreement has been completed and reviewed by appropriate staff, city management, and the city attorney.



Major Provisions and Scope of Services

- Designation of Construction Manager at Risk (CMAR) methodology
- Architect will complete full design of Animal Shelter
 - Schematic design of a dog park to be presented as an “add-on” option
- Preparation of bid documents and assistance with bid selection process
- On-site construction observations and inspections
- Review of contractor submittals and shop drawings
- Certification of contractor payment(s)



Related Fees

- Architect's Base Fee: Architect, Structural Engineer, Mechanical Engineer = \$291,450.00

Supplemental Services Fees

- Interior Design Services (furniture, fixtures, and equipment) = 10% of purchase and installation costs
 - Projected - \$16,500.00
- Civil Engineer, Landscape Architecture = Negotiated
 - Projected - \$26,500.00
- City Provided Services: Geotech Report, Topographic Survey
 - Projected = \$8,000.00
- Any Additional Services: Negotiated or Hourly Rate, City must authorize
- **Total: \$342,450**



Compensation by Phase

■ Schematic Design	20%
■ Design Development	15%
■ Construction Documents	40%
■ Bidding Process	5%
■ Construction	20%



Next Steps

Upon Council approval:

- Pre-Design Services
 - Staff design consultation meetings
 - Data collection and code research
 - Architectural programming
 - Site analysis

Staff recommends authorizing the City Manager to execute the proposed agreement.



STATE OF TEXAS §
 § **AGREEMENT FOR DESIGN OF NEW**
COUNTY OF DALLAS § **ANIMAL SHELTER**

This Agreement for the Design of a New Animal Shelter ("Agreement") is made by and between the City of Sachse, Texas ("City") and Ron Hobbs Architecture & Interior Design, LLP ("Professional"), (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit "A" (the "Scope of Services") to assist the City in (1) providing Basic Architectural/Engineering Services for the architectural design for the City's new Animal Shelter and (2) providing Schematic Design Services for the design of a new Dog Park, which will be presented as an option for the Project, on the terms and conditions set forth in this Agreement; and

WHEREAS, City desires to issue a request for proposal for the construction manager-at-risk (CMAR) for the project and Professional to act in the capacity as the City's designated architect; and

WHEREAS, Professional desires to render services for the City on the terms and conditions set forth in this Agreement;

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

Article I
Term

1.1 The Term of this Agreement shall commence on the last date of execution hereof ("Effective Date"), and shall continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II

Contract Documents

2.1 This Agreement consists of the following items:

- (a) this Agreement; and
- (b) the Scope of Services (Exhibit "A").

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

Article III

Scope of Service

3.1 Professional shall perform the services as set forth in the Scope of Services. Professional shall perform the services: (i) with the professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be.

3.2 City shall, prior to commencement of services, provide the Professional with the information set forth in the Scope of Services, if any.

3.3 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the standard of care applicable by law to the services performed hereunder.

3.4 Upon execution of this Agreement the City has the right to use the Professional's instruments of service, including but not limited to reports, maps, cost estimates, recommendations, or other deliverables for the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. City's employees, agents, contractors, and subcontractors may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Professional hereunder, all deliverables, materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. City shall have the right to publish, disclose, distribute, and otherwise use such deliverables, materials, and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall, upon completion of the services or earlier termination, provide the City with the deliverables, drawings, reports, maps, and materials prepared by Professional as set forth in the Scope of Services. Record drawings created by the Professional which reflect information from the contractor/inspector shall include all plan sheets on a compact disc in a ".dwg" format and scanned 24" x 36" black & white "Tiff" images at 400 dpi resolution.

3.5 Schematic design documents, design development documents, Contract Documents, drawings, plans, specifications, and other documents, including those in electronic form, prepared by Professional and its consultants, agents, representatives, and/or employees in connection with any work performed by Professional are intended for the use and benefit of the City. Professional and its consultants, agents, representatives, and/or employees shall be deemed the authors of their respective part of said documents. Notwithstanding, City shall own, have, keep, and retain all rights, title, and interest in and to all documents, including all ownership, common law, statutory, and other reserved rights, including copyrights, in and to all such documents, whether in draft form or final form, which are produced at its request and in furtherance of this Agreement or services performed thereunder. City shall have full authority to authorize Professional, subcontractors, City consultants, and material or equipment suppliers to reproduce applicable portions of the documents to and for use in their execution of the work or for any other purpose. However, unless the services of the Professional are retained to adapt the work product of the Professional to another project, such re-use of Professional's work product on a project for which the Professional has not been retained, shall be at the sole risk of the City. All materials and reports prepared by Professional in connection with this Agreement are "works for hire" and shall be the property of the City. City shall have the right to publish, disclose, distribute, and otherwise use such materials and reports in accordance with the Engineering Practice Act of the State of Texas. Professional shall, upon completion of the services or earlier termination, provide the City with reproductions of all materials reports, and exhibits prepared by Professional pursuant to this Agreement, and in electronic format if requested by the City. Notwithstanding anything herein, City grants the Professional an irrevocable, transferable license to use the documents with restriction in its ongoing operations.

Article IV Schedule of Work

Professional agrees to commence services upon written direction from the City and to complete the required services in accordance with a work schedule mutually established by the City and Professional.

Article V Compensation and Method of Payment

5.1 City shall compensate Professional for services performed under this Agreement. In total, compensation of basic architectural/engineering services shall be a fixed fee of Two Hundred Ninety-One Thousand, Four Hundred Fifty and No/100 Dollars (\$291,450.00).

5.2 Unless otherwise set forth in Exhibit "A", Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

Article VI

Devotion of Time; Personnel; and Equipment

6.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of services required under this Agreement.

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

6.3 Professional shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VII

Suspension of Work

City shall have the right to immediately suspend work by Professional if the City determines in its sole discretion that Professional has or will fail to perform in accordance with this Agreement. In such event, any payments due Professional shall be suspended until Professional has taken satisfactory corrective action.

Article VIII

Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Professional may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article IX

Relationship of Parties

It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, Professional is acting independently and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. As such, City shall not: train Professional,

require Professional to complete regular oral or written reports, require Professional devote its full-time services to City, or dictate Professional's sequence of work or location at which Professional performs its work.

Article X Insurance

Professional shall provide and maintain for the duration of this Agreement, and for the benefit of the City (naming the City and its officers, agents and employees as additional insureds), insurance coverage as required by the City.

Article XI Miscellaneous

11.1 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.

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

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

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

11.5 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; 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.

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

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

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

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

If intended for City, to:

Gina Nash
City Manager
City of Sachse, Texas
3815-B Sachse Road
Sachse, Texas 75048
Telephone: 972-495-1212

With Copy to:

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

If intended for Professional, to:

Ron Hobbs, AJA
Rob Hobbs Architecture & Interior Design, LLP
614 West Main,
Suite 200
Garland, Texas 75040
Telephone: 972.494.0174

11.10. 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.

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

11.12 Indemnification. **CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON TO THE EXTENT ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. PROFESSIONAL**

AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

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

11.15 Compliance with Federal, State and Local Laws. Professional shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state, and local governments, including all applicable federal clauses.

11.16 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent which default or delay is caused directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, act of terrorism, or any similar cause beyond the reasonable control of such Party, provided that the non-performing Party is without fault in causing such default or delay. The non-performing Party agrees to sue commercially reasonable efforts to recommence performance as soon as possible.

11.17 Boycott Israel: Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) Professional verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Professional verifies that it does not Boycott Energy Companies and agrees that during the term of the Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Professional verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Professional is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2022.

City of Sachse, Texas

By: _____
Gina Nash, City Manager

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(02-24-2022: REDLINE TM 127986)

EXECUTED this _____ day of _____, 2022.

Ron Hobbs Architecture & Interior Design, LLP

By: _____
Ron Hobbs, Managing Partner

EXHIBIT “A” Scope of Services

Project: SACHSE ANIMAL SHELTER & DOG PARK
Sachse Road
Sachse, Texas 75048

Owner: CITY OF SACHSE
3815 Sachse Road
Sachse, Texas 75048

Architect: RON HOBBS ARCHITECTURE & INTERIOR DESIGN, LLP
614 West Main Street, Suite #200
Garland, Texas 75040

Date: February 15, 2022

Description of Project: Project involves:

1. Providing Basic Architectural/Engineering Services for the architectural design for the City's new Animal Shelter. The City will select a CMAR and Professional shall serve as the City's designated architect for the project.
2. Providing Schematic Design Services for the design of a new Dog Park.

The new Animal Shelter will be approximately 5,500 square feet and contain a variety of animal holding rooms, staff workrooms, offices, public lobby, public meet-n-greet space, storage rooms, and other support space. (the 'project')

Owner Supplied Information & Services: City shall be responsible for providing the Architect with the followings:

- Geotech Report
- Topographic Survey

PRE-DESIGN SERVICES

Pre-design services will include the following:

- Project Kick-Off Meeting
- Data Collection
- Code Research
- Architectural Programming
- Site Analysis

Project Kick-off Meeting: At the beginning of the project, the Architect will hold a kick-off meeting with the City's representatives and the design team. The meeting will be used to define roles and responsibilities, establish the project's schedule, identify dates for all critical meetings and milestones, confirm methods and procedures, and establish the City's design goals. In addition, the Architect will review the preliminary list of data and information needed by the design team and identify the appropriate sources for existing data pertaining to the project. Most importantly, the kick-off meeting to allow all participants will have an opportunity to share their vision and goals for the project

Data Collection: The Architect will collect pertinent information relating to the proposed project and the site. Information may include drawings of any existing buildings, previous master plans, and other data related to the property. Once collected, the information will be reviewed and analyzed.

Code Research: Prior to commencing design work the Architect will conduct a review of the applicable building code, zoning ordinance, and development codes. All items that affect future design considerations such as occupancy type and occupancy load, construction types, allowable areas and heights, fire ratings, building setbacks, zoning and platting requirements, parking requirements, and allowable materials are documented.

Architect, at an appropriate time, may request a pre-submittal meeting with the City to review the proposed project with City staff.

Architectural Programming: During this Phase of the work, the Architect will assist the City in preparing an architectural planning/design program for the Project. The process will involve identifying & defining needs; determining sizes for spaces or rooms; and establishing the relationships between various functions or spaces.

Site Analysis: During this Phase of the work, the Architect will inspect the site to study project related information such as existing land use, traffic patterns, site ingress and egress, topography, drainage, utilities, sun angles, prevailing winds, trees and vegetation, adjacent neighborhoods, and any other site elements that will impact our design decisions.

BASIC ARCHITECTURAL/ENGINEERING SERVICES

Basic Architectural/Engineering Services include the services of the Architect and the usual and customary structural, mechanical, electrical, and plumbing engineering services. These services will include the following Phases of work:

- Schematic Design Phase
- Design Development Phase
- Construction Documents Phase
- Bidding/Procurement Phase using the CMAR process
- Construction Administration Phase

Schematic Design Phase: The Architect shall review the program and other information furnished by the City, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall evaluate the City's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the City of any inconsistencies discovered in the information and other information or consulting services that may be reasonably needed for the Project.

The Architect will use the City's architectural design program to develop design concepts for the Project. Schematic Design Documents shall consist of drawings and other documents including floor plans, site plan, and if appropriate, preliminary sections and elevations. Documents may include a combination of study models, perspective sketches, or digital representations. During the Schematic Design Phase, the Architect will also make preliminary selections for building materials and building systems. Presentation drawings will be prepared that may include renderings or other artwork by graphic artists if requested and authorized by the City.

The Architect will provide the Construction Manager with drawings and other documents as required for the Construction Manager to prepare a Schematic Design budget for the Project.

Design Development Phase: Based on the City's approval of the Schematic Design Documents and on the City's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the City's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical, plumbing, and electrical systems, and other appropriate elements. The Design Development Documents may also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

The Architect will provide the Construction Manager with updated drawings, outline specifications, and other documents as required for the Construction Manager to update the Schematic Design budget for the Project.

Construction Documents Phase: Based on the City's approval of the Design Development Documents, and on the City's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the City's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Project. The Architect shall also assist the City by preparing the necessary bidding information, bidding forms, and the Conditions of the Contract.

When the Construction Documents are approximately 50% complete, the Architect will provide the Construction Manager with updated drawings, outline specifications, and other documents as required for the Construction Manager to update the Design Development budget estimate for the Project.

The Construction Documents will become the part of the Construction Contract that defines and establishes the scope of work required for the project. Construction Documents will be used to:

- Obtain bids from contractors
- Obtain a building permit
- Receive approval from the State of Texas regarding accessibility requirements

Bidding/Procurement Phase: The Architect, following the City's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the City in selecting the CMAR or negotiated proposals and assist in awarding and preparing contracts for construction. During this phase of work the Architect will:

- Assist the City (if requested) in selecting a construction manager at risk
- Provide copies of the Construction Documents to the City, construction manager, sub-contractors, and material suppliers
- Attend/Conduct a Pre-Bid Conference
- Answer questions from bidders
- Prepare and issue any addenda
- Assist the City in receiving bids or proposals

Construction Administration Phase: After bids are accepted and a construction contract is signed, the Construction Administration Phase of work will begin. The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at either the issuance to the City of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

The Architect shall provide administration of the Contract for Construction as set forth below and in the current edition of AIA Documents including the A-133 and A-201 General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

The Architect shall be a representative of and shall advise and consult with the City during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the City only to the extent provided in this Agreement unless otherwise modified by written amendment.

- **On-Site Construction Observation:** The Architect, as a representative of the City, shall visit the site at intervals appropriate to the stage of the Construction Manager's operations to become generally familiar with and to keep the City informed about the progress and quality of the portion of the Work completed, to endeavor to guard the City against defects and deficiencies in the Work, and to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Construction Manager's rights and responsibilities under the Contract Documents.

The Architect shall report to the City known deviations from the Contract Documents and from the most recent construction schedule submitted by the Construction Manager. However, the Architect shall not be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

The Architect shall, at all times, have access to the Work wherever it is in preparation or progress.

- **Communications:** Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the City shall endeavor to communicate with the Construction Manager through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.
- **Contractor's Application for Payment:** The Architect shall review and certify the amounts due the Contractors and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the City, based on the Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect.

The issuance of a Certificate for Payment shall not be a representation that the Architect has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, reviewed construction means, methods, techniques, sequences or procedures, reviewed copies of requisitions received from Subcontractors

and material suppliers and other data requested by the City to substantiate the Contractor's right to payment, or ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

- **Architect's Right to Reject Work:** The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed, or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- **Review of Shop Drawings and Submittals:** The Architect shall review and approve or take other appropriate action upon the Construction Manager's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the City, Construction Manager, or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Construction Manager as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Construction Manager by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals.

- **Change Orders and Construction Change Directives:** The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect for the City's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.
- **Requests for Information (RFIs):** The Architect will prepare supplemental drawings, written instructions, and other documents as required to respond to and answer Construction Manager generated "Requests for Information".
- **Substantial Completion:** The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Construction Manager and forward to the City, for the City's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

- ***Interpretations, Opinions, and Decisions of the Architect:*** The Architect shall interpret and decide matters concerning performance of the City and Construction Manager under, and requirements of, the Contract Documents on written request of either the City or Construction Manager. The Architect's response to such requests shall be in writing within any time limits agreed upon or otherwise with reasonable promptness.

Interpretations and decisions of the Architect shall be consistent with the intent of the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both City and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

ADDITIONAL SERVICES

Additional services include changing and/or modifying previously approved drawings, services of any consultants not included and identified in either Basic Architectural/Engineering Services, preparation of measured drawings for existing conditions, additional work resulting from the default of a contractor, and/or preparation of "Record" or "As-built Documents."

All additional services must be authorized by the City of Sachse prior to the service being performed.

SUPPLEMENTAL SERVICES

All Supplemental Services must be authorized by City prior to the service being performed. Supplemental services include:

- Interior design services associated with the design, selection, and specifying of moveable furniture, fixtures, equipment, and interior specialties.
- Civil engineering services
- Landscape Architecture services

COMPENSATION

- ***Basic Architectural Services:*** Basic Architectural Services including the services of the Architect, Structural Engineer, MEP Engineer (mechanical, electrical, plumbing) shall be a fixed fee of \$291,450.
- ***Supplemental Services:***
 - Compensation for interior design services associated with the design, selection, and specifying of moveable furniture, fixtures, equipment, and interior specialties shall be provided on a basis of ten percent (10%) of the purchase and installation cost of these items.
 - Compensation for civil engineering and landscape architecture services shall be a negotiated fee for the work to be performed.
- ***Additional Services:*** Compensation for Additional Services shall be based upon a negotiated fee for the additional work to be performed or shall be billed hourly. All additional services must be authorized by City prior to the service being performed.

REIMBURSABLE EXPENSES

Reimbursable expenses (printing, plotting, renderings and artwork by graphic artists, TAS filing fees, and/or delivery charges) are in addition to the base fee and will be billed at a rate of 1.1 x the expense.

Compensation for Additional Services of the Architect's consultants shall be the amount invoiced to the Architect plus ten percent (10%).

HOURLY RATES

The hourly billing rates for services of the Architect and the Architect's employees are set forth below.

Principal Time:	\$150.00/hour
Senior Architect:	\$125.00/hour
Interior Designer:	\$125.00/hour
Project Manager:	\$115.00/hour
Interns/Technical:	\$90.00/hour

For the purposes of this Proposal, Ron Hobbs and Wadona Stich are principals.

COMPENSATION BY PHASES

The proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty percent	(20%)
Design Development Phase	Fifteen percent	(15%)
Construction Documents Phase.....	Forty percent	(40%)
Bidding/Negotiation Phase	Five percent	(5%)
Construction Phase	Twenty percent	(20%)
Total Basic Compensation.....	One Hundred percent	(100%)