



**Monday, February 1, 2021
City Council Combined Meeting**

This meeting will begin at 6:30 p.m.

This meeting will be closed to in person attendance by the public.

A temporary suspension of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code.

**Citizens may join the Zoom Meeting by logging on at: <https://us02web.zoom.us/j/84068227349>
Or Telephone: (Toll Free) 877-853-5247
Webinar ID: 840 6822 7349**

**Members of the public who wish to submit their written comments on a listed agenda item must 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, February 1, 2021.

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, February 1, 2021 at 6:30 p.m. to consider the following items of business:
2. Discuss potential zoning ordinance amendments to Chapter 11 "Zoning" of the Sachse Code of Ordinances.
3. Discussion of City Council meeting agenda items.
4. 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, February 1, 2021 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: We request citizens wishing to use the chat function state their name, address, and question 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 using the chat function. Time limit is 3 minutes per speaker. The City Council is prohibited by state law from discussing any item not posted on the agenda according to the Texas Open Meetings Act, but may take them under advisement. Issues raised may be referred to City Staff for research and possible future action.

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 January 14, 2021, workshop meeting.
2. Approve the minutes of the January 19, 2021, combined meeting.
3. Approve an ordinance ordering a General Election to be held May 1, 2021 for the purpose of electing a Councilmember Place 1 and Councilmember Place 2; Designating location of polling place; Ordering notice of election to be given as prescribed by law in connection with such election; and, authorizing joint agreements with Dallas County and Collin County.
4. Approve an ordinance ordering a Special Election to be held on May 1, 2021, for the purpose of the adoption of a local sales and use tax in the City at a rate of one-fourth of one percent to provide for revenue for maintenance and repair of municipal streets.
5. Approve the Consent Agenda Items as presented.

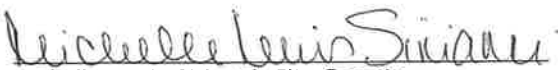
F. Regular Agenda Items

1. Receive an update regarding the outdoor warning sirens upgrade.
2. Consider an ordinance amending Chapter 9 of the City of Sachse Code of Ordinances titled "Traffic Regulations" by amending Section 9-6 titled "Parking" by adding a new Subsection B(8) to provide for a no parking area along Concord Drive and Remington Court.
3. Considering authorizing the City Manager to enter into an agreement with Kimley-Horn and Associates, Inc. to include landscape architecture, engineering, and construction phase services with subconsultant allowances in the amount of one hundred and thirty-nine thousand, nine hundred dollars and zero cents (\$139,900.00).
4. Receive an update regarding actions taken by the City as a result of the COVID-19 pandemic and any future measures that may be necessary including city operations and facilities, public safety, financial employee impact, and the CARES Act.

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.


Michelle Lewis Sirianni, City Secretary

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



Agenda Item Details

Meeting	Feb 01, 2021 - City Council Combined Meeting
Category	A. 6:30 PM WORKSHOP MEETING
Subject	2. Discuss potential zoning ordinance amendments to Chapter 11 "Zoning" of the Sachse Code of Ordinances.
Access	Public
Type	Discussion, Information

Public Content

BACKGROUND

- The Planning & Zoning Commission requested that an item be brought forward to discuss self-storage uses within the PGBT Zoning District.
- The maintenance of existing ordinances is considered routine in order to provide a healthy and functioning regulatory framework that meets the needs of the community.

OVERVIEW

- The Zoning Ordinance provides for the safe, efficient, and orderly development of the City by regulating the types of uses and specific development standards for all development occurring in the city.
- The Zoning Ordinance is one of the tools used to implement the City's Comprehensive Plan.
- The ongoing maintenance of regulations and the streamlining of processes and provisions are identified as tasks in the City's 2017 Comprehensive Plan.

POLICY

- Facilitating development within Sachse by enacting standards that align with state law and the vision established by the City's Comprehensive Plan.
- Provide ongoing maintenance of City ordinances.
- The current Zoning Ordinance is available by clicking [here](#).

RECOMMENDATION

Discuss potential zoning ordinance updates and provide direction to staff on zoning ordinance amendments.

Staff Presentation - Zoning Amendment Update Discussion.pdf (816 KB)

Zoning Ordinance Update - Discussion

City Council
February 1, 2021



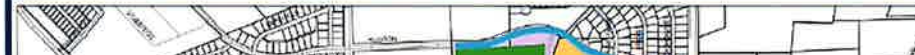
Overview

- Discuss potential revisions to the Zoning Ordinance:
 - Self-storage uses within the PGBT Zoning District;
 - Minor Auto Repair in the Neighborhood Commercial Zoning District;
 - Rezoning reapplication for denied zoning applications;
 - Building plot – platting requirement for development;
 - Minor clean-up



Discussion Items

☐ Warehousing/Self-Storage Uses (PGBT Zoning District)

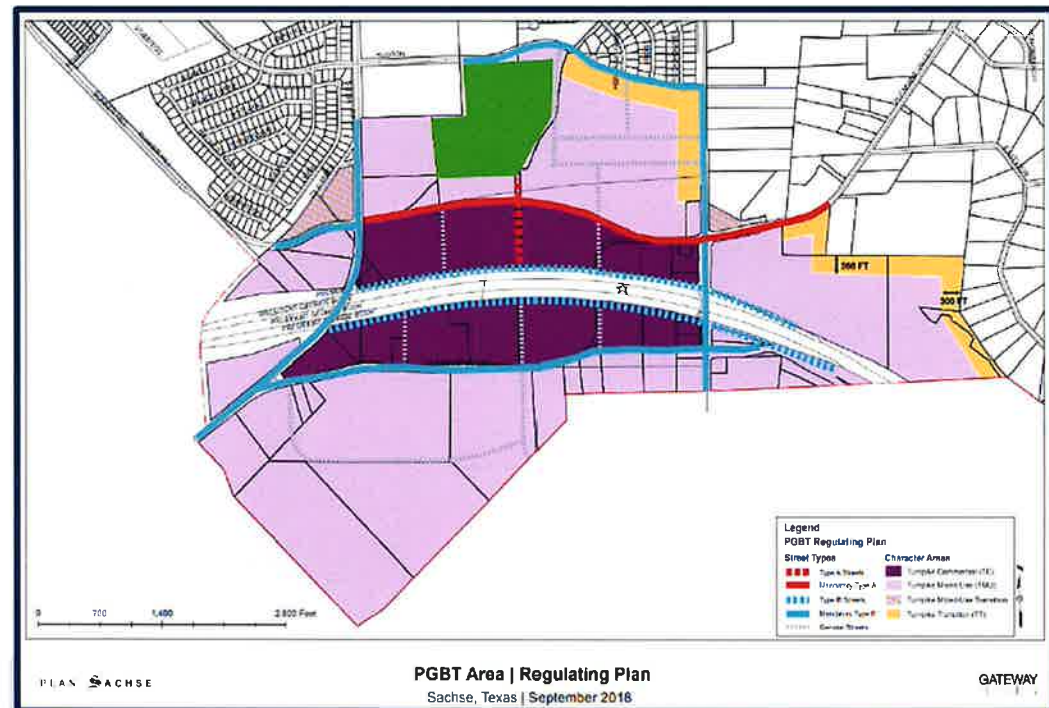
- Storage facilities are currently permitted with specific criteria in the Turnpike Commercial and Turnpike-Mixed Use districts of the PG&T. (Purple and Dark Purple areas on map)
 - Shall be a minimum of 3-stories;
 - Shall be 100% indoor access and climate controlled;
 - Shall be located behind another building(s)
- 

 Options:

- Keep use and criteria;
- Keep use and alter criteria/location;
- Remove from permitted uses

➤ **P&Z Recommendation:**

- Remove self-storage uses from Turnpike Commercial (dark purple);
- SUP for self-storage uses in Turnpike Mixed-Use (light purple).



Discussion Items

❑ Auto repair, minor

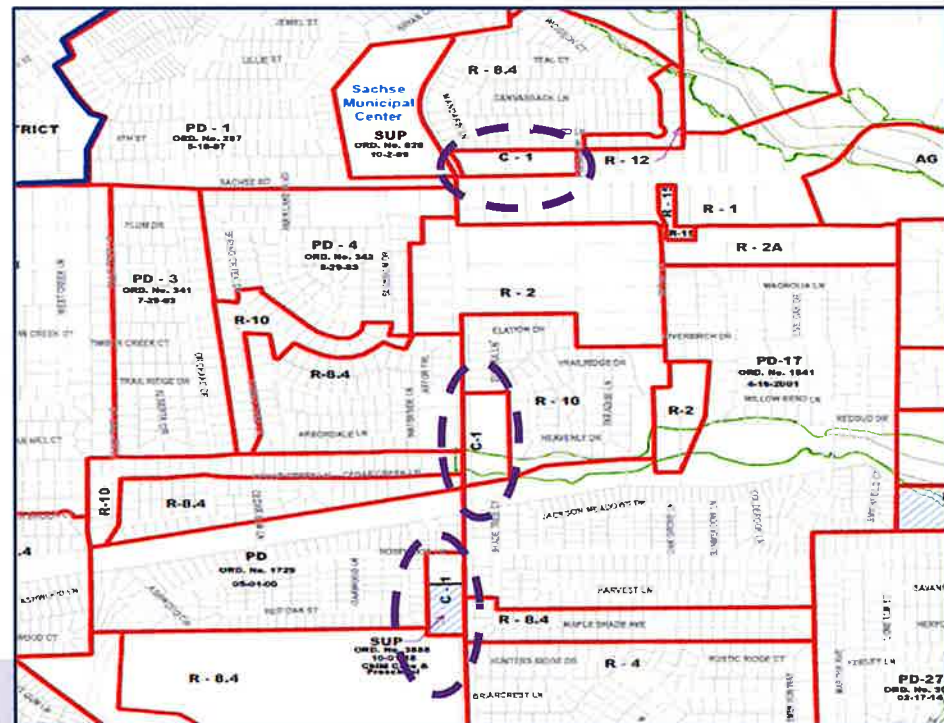
- Allows for minor auto repair and service (parts, tires, batteries, oil, tune-ups, car wash etc.) by right in all commercial districts (C1, C2, I-1 and I-2).

❑ Options:

- Keep as-is;
- Add criteria for use in specific district(s);
- Remove as a permitted use in specific district(s)

➤ P&Z Recommendation:

- SUP for auto repair (minor) uses in C1 district.
- Remove auto related uses in PGBT Turnpike Commercial.
- SUP for auto related uses in PGBT Turnpike Mixed-Use District.





Along SH78 south of Hooper Road



Other Changes

- ☐ Rezoning reapplication

- Clarify provisions for denied rezoning applications and reapplication timeframe

- ☐ Building plot

- Clarify requirements for lot being platted prior to development

- ☐ Miscellaneous clean-up



Next Steps

- ☐ Provide direction to staff on zoning ordinance amendments.





Agenda Item Details

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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 January 14, 2021, workshop meeting.
Access	Public
Type	Action (Consent)
Recommended Action	Approve as presented.

Public Content

BACKGROUND

Minutes of the January 14, 2021, workshop meeting.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Approve the minutes of the January 14, 2021, workshop meeting.

[01.14.21 Minutes Workshop.pdf \(31 KB\)](#)

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
WORKSHOP MEETING MINUTES
JANUARY 14, 2021

The City Council of the City of Sachse held a workshop meeting on Thursday, January 14, 2021, at 6:00 p.m. via virtual teleconference. Those present were Mayor Mike Felix, Mayor Pro Tem Brett Franks, Councilmembers, Frank Millsap, Chance Lindsey, Cullen King, and Jeff Bickerstaff; City Secretary, Michelle Lewis Sirianni. Councilmember Michelle Howarth was absent.

Mayor Felix opened the workshop meeting at 6:07 p.m.

BOARD / COMMISSION INTERVIEWS: Conduct interviews for the Sachse Boards and Commissions including the Animal Shelter Board, Zoning Board of Adjustment, Economic Development Corporation, Library Board, Parks and Recreation Board, Planning and Zoning Commission, Municipal Development District (MDD), and the Tax Increment Financing (TIF) Board #1.

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

The City Council discussed the number of individuals needed to fill the vacancies on each board or commission with appointments to be made at their next regular meeting on January 19.

ADJOURNMENT:

Mayor Felix adjourned the workshop at 8:03 p.m.

MIKE J. FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary



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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 the minutes of the January 19, 2021, combined meeting.
Access	Public
Type	Action (Consent)
Recommended Action	Approve as presented.

Public Content

BACKGROUND

Minutes of the January 19, 2021, combined meeting.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Approve the minutes of the January 19, 2021, combined meeting.

01.19.21 Minutes.pdf (183 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

JANUARY 19, 2021

The City Council of the City of Sachse held a regular meeting on Tuesday, January 19, 2021, at 6:00 p.m. via virtual teleconference. Those present were Mayor Mike Felix, Mayor Pro Tem Brett Franks, Councilmembers Michelle Howarth, Frank Millsap, Chance Lindsey, Cullen King, and Jeff Bickerstaff; City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; IT Manager, Danny Wheeler; Director of CIP and Public Works, Corey Nesbit; Parks and Recreation Director, Lance Whitworth; Director of Strategic Services, Lauren Rose; Finance Director, Teresa Savage; Development Services Director, Matt Robinson; Human Resources Director, Melinda Walter; Economic Development Corporation CEO, Leslyn Blake; Fire Chief, Marty Wade, and Police Chief, Bryan Sylvester.

Mayor Felix opened the workshop meeting at 6:02 p.m.

BOARDS/COMMISSIONS INTERVIEWS: Conduct interviews for the Sachse Boards and Commissions including the Animal Shelter Board, Zoning Board of Adjustment, Economic Development Corporation, Library Board, Parks and Recreation Board, Planning and Zoning Commission, Municipal Development District (MDD), and the Tax Increment Financing (TIF) Board #1.

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

The City Council discussed the number of individuals needed to fill the vacancies on each board and commission and which candidates they would like to appoint.

No further discussion or action taken.

ADJOURNMENT:

Mayor Felix adjourned the workshop at 7:13 p.m.

Mayor Felix opened the regular meeting at 7:23 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND STATE FLAGS:
Councilman King offered the invocation and Councilman Bickerstaff led the pledges.

MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS:
Councilman King commended the shelter personnel and noted that citizens may make appointments if interested in adopting an animal.

Councilwoman Howarth stated that those who fall under the 1A or 1B list for COVID vaccinations may sign up with Garland Health Center online or call their hotline for more information.

Councilman Bickerstaff expressed a special thank you to all the teachers who continue to adapt through the pandemic.

CITIZEN INPUT:

Mayor Felix read the following comments into the record.

Matthew Holboke, 5511 Oakridge Circle, stated "...it is January 2021. Why is the 2020-2021 budget not posted on the website? Not very transparent is it?"

Mrs. Nash noted that the 2020-2021 budget can be found on the City's website under the Finance Department page. It is on the Financial Transparency page. It is our current budget, it is labelled August 2020 because that was the date of the City Council review, but it is what was adopted for 2020-2021.

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

- 1. Approve the minutes of the December 7, 2020, combined meeting.**
- 2. Approve the minutes of the December 21, 2020, special meeting.**
- 3. Approve an amendment to the professional service contract for the Merritt Road realignment project with Halff Associates in the amount not to exceed one hundred ninety-nine thousand, eight hundred dollars and zero cents (\$199,800.00) and authorizing the City Manager to execute such agreement.**
- 4. Authorize the purchase to upgrade the electrical components of eight (8) Outdoor Warning Sirens to Joe Goddard Enterprises in the amount of ninety-one thousand fifty-four dollars and 40 cents (\$91,054.40).**
- 5. Accept the monthly revenue and expenditure report for the period ending November 30, 2020.**

Mayor Felix stated he would like to pull item #3 from the consent agenda.

Councilman Bickerstaff made a motion to approve the consent agenda items excluding item #3 as presented. Councilman Millsap seconded that motion and the motion was unanimously approved.

Mayor Felix stated they received a comment regarding this item. He read the following into the record.

Robert Stell, 3418 Merritt Road stated the following:

"I'm opposed to adoption of the aforementioned contract amendment.

The contractor is woefully under-performing. The design of the project compromises the safety of all residents living on the east side of Merritt Road by precluding the ability for

large emergency vehicles to perform U-turns or access residences on the east side of the road. The contractor shows a "representative vehicle" for U-turns, this vehicle is neither representative of large emergency vehicles or vehicles for farm usage, trucks requiring >10,000 lb. towing capacity (as was

promised). "Ladder" or "Pumper" fire trucks range from 40 to 43 feet in length (depending on model) which is unaccounted for at any of the U-turn locations or resident accesses along Merritt Road. The schematic titled "Approved" released 1/8/2021 via MovingMerritt.com fails to address emergency vehicle access for these residents; this must be deemed a failure of an approximately \$28.5M capital improvement project. Additionally, the representative U-turn vehicle is not representative of the aforementioned farm truck, trucks of this towing capacity are in the 2500, 3500, and greater series trucks which are at least 36" longer (approx 266", this includes Chevrolet, Dodge and Ford 2500 and 3500 series). Eight of the responses were opposed to a raised median with concerns ranging from driveway access, cost, and appearance. The contractor "rubber stamps" these responses stating the median is for safety of opposing traffic; this alleged safety comes at the expense of Sachse emergency vehicles NOT having the ability to access any residence on the east side of Merritt Road. This significantly compromises the safety of residents from the very city in which they live and pay taxes. These types of problems will only worsen as Merritt road becomes the high traffic conduit to PG&T from neighboring cities.

Also, the contractor fails to provide timely, and transparency in provided information into the progress (or lack of) with respect to the Merritt Road project.

The comments collected in Nov 2019 were "just recently" compiled and presented to the city council (11 months after collected) and then an additional 2 months later released to the "stakeholders" (Project Update slide 3 states adjacent property owners are stakeholders) and public via MovingMerritt.com.

Transparency remains an issue, the easement maps were just released on 1/4/2021 but fail to inform, list, or specify projected ROW impacts to "stakeholders" in any form of depth measurement (feet, meters) but instead use area in acres. How does this enable affected residents to gather and estimate costs of proposed ROW impacts prior to the ROW acquisition phase??, the drawing was dated 10/21/2020. Doesn't the prime contractor owe this information to the stakeholders? It doesn't have to be perfect, it could have been marked "DRAFT" like the previous drawings but an idea would have been helpful, honest, and transparent.

Transparency issues extend beyond the prime contractor, A Notice Opportunity for A Public Hearing was provided, and I believe a sufficient number of requests were received. How might this impact the "approved design schematic"? When will the meeting occur, I was informed via email that if I would rescind my request, I could have a private meeting with the city... How could this be translated as transparent? Since my response to decline, I have not been able to find any information on the planned date or time this will occur, my expectation is well in advance of the actual meeting in an effort for citizens paying taxes to Sachse to be able to make any necessary arrangements for attendance via virtual or in person.

Transparency that no traffic analysis or simulations (modeling and simulation, like parts of Richardson have done) have been considered in any depth to date to validate the proposed design rather a guess that another lane on each side will suffice and analysis can come later.

This is evidenced by the responses to comments “A detailed traffic analysis would be performed in the final detail design phase of the project”

So, the prime contractor is requesting an amendment for an additional \$199,800.00 with the majority (81.87%) going for Project Management and Design?

Do the right thing, the cost of this project is too large to have not considered the overall safety of Sachse taxpayers by enabling emergency vehicle access to each property. Spending additional dollars for the design of irrigation, landscaping and lighting hardly seems in the best interest of taxpaying citizens.”

Mrs. Nash stated in regard to emergency access, they may visit movingmerritt.com which shows the turn radius with the bump outs that is sufficient for emergency access vehicles. She commented that the schematic took longer than anticipated due to delays with COVID. The City is tied to TxDOT’s schedule. She indicated that the City is offering one-on-one meetings to stakeholders or anyone who has questions to help answer any questions they may have.

Mrs. Wiseman read the following into the record from the chat feature:

Robert Stell stated the “...drawing was released however, the marking for distance of the proposed ROW is not showing. As for the vehicles, the vehicles showing are NOT representative of a large emergency vehicle. I saw the 2 vehicles they were using for the representative U-turn vehicles, I stand by my statements as written.”

Councilman King made a motion to approve consent agenda item #3 as presented. Councilman Bickerstaff seconded the motion and the motion was unanimously approved.

REGULAR AGENDA ITEMS:

Discuss and consider the board and commission appointments.

Mrs. Lewis Sirianni stated the City Council recently has mentioned the possibility of conducting interviews for new applicants, but has not formerly discussed the process. Therefore, tonight the City Council will be able to discuss the process and make any recommended changes.

Mayor Felix asked the Council if they want to interview those that want to renew along with new applicants or just new applicants with a request if there is a particular person they would like to interview.

Mayor Pro Tem Franks stated there is no need to interview those up for renewal unless there is a question on absences, but would still like an application from everyone.

Councilman Millsap stated he would like to see the renewals listed as a vacancy as well with that being the number advertised. He agrees that a person already serving who would like to renew would not need to interview unless requested by the Council. He also indicated possibly looking at term limits for board and commissions.

The City Council consensus was that a person already serving with an expired term would not need to interview with only new applicants to interview with the City Council. However, they could request person(s) to the City Secretary they wish to re-interview if needed.

Consider appointments to the City's boards and commissions including the Planning and Zoning Commission, the Sachse Economic Development Corporation, the Board of Adjustments, the Municipal Development District, the Library Board, the Parks and Recreation Board, the Animal Shelter Board, and the Tax Increment Financing Board #1.

Mrs. Lewis Sirianni stated each year normally in the November/December timeframe, the City Council makes appointments to the City's boards and commissions. She indicated interviews were conducted on August 3, 2020 to fill vacancies and then conducted additional interviews on January 14, 2021. The City Council may make appointments as needed.

Councilman King made a motion to appoint the following to two-year term unless otherwise indicated.

Planning and Zoning: Fernando Gutierrez, Scott Ohman, Bill Thrash, and Brian Cox

EDC: Spencer Hauenstein, Tim Shivers, Angela Keeton, and Teddy Kinzer (one-year term)

Board of Adjustment: Danny Pitcock, Chris May, Kendra Prevost, and John Morris (one-year term)

Library Board: John Morris, Rhia Johnson, and Marion Simpson

Parks and Recreation: Beau Hooten, Cyndi Mitchell, and Diana Smith

Animal Shelter Board: Ariel O'Brien, Kimberly McClurg, Katie Rohler, and Brandi Petee

TIF Board #1: Bobby Tillman, Kendra Prevost, Ed Brown, Frank Millsap, and Cullen King

Councilman Millsap seconded the motion and the motion was unanimously approved.

Consider appointment(s) of Council liaisons to the City's boards and commissions.

Mrs. Lewis Sirianni stated every year the City Council reviews the Council appointed liaisons to each board and commission. It was noted there is a vacancy for the Planning and Zoning Commission.

Councilwoman Howarth stated she would like to move off the TIF Board #1 and Library Board to take the Planning and Zoning Commission.

Councilman Lindsey noted he would oversee the TIF Board #1 as a non-voting member.

Councilman Millsap said he would oversee the Library Board.

Councilwoman Howarth made a motion to approve the following as presented:

Mayor Felix: North Texas Tollway Authority, North Central Texas Council of Governments

Councilmember Howarth: Planning and Zoning Commission

Councilmember King: Animal Shelter Advisory Committee, Animal Shelter Board, Wylie Independent School District (WISD), voting member of the Tax Increment Financing (TIF) Board

Mayor Pro Tem Franks: Parks and Recreation Board, voting member of the Municipal Development District Board

Councilmember Bickerstaff: Garland Independent School District (GISD), Sachse Economic Development Corporation

Councilmember Millsap: Library Board, Voting Member of the TIF Board #1

Councilmember Lindsey: Non-Voting Member of the TIF Board #1

Mayor Pro Tem Franks seconded the motion and the motion was unanimously approved.

Discuss the upcoming Street Maintenance Sales & Use Tax Special Election to be held May 1, 2021.

Mr. Nesbit provided an overview of the Street Maintenance Sales Tax program, which included a breakdown of the current sales tax and the collection of funds received. Mr. Nesbit indicated any street is eligible for funds and staff works with the City Council to identify projects during the annual budget process. Previous projects from 2017 to 2020 were also identified.

The City Council discussed the value in the tax and projects for 2021.

Mayor Felix read into the record the following citizen comments:

Matthew Holboke, 5511 Oakridge Drive:

“I asked earlier about Bailey Road and the response was curb and gutter as agreed to in March 2020 by the council. If that is all you got just stand up and say WE DO NOT CARE. Bailey has been no better than a donkey path for 15 years. It has a PASSER rating of 1 (City Council and Staffs fault) because no maintenance is done while Merritt gets another overlay? (3rd or 4th)

I will ask again - What is the method for picking projects beside waking up and throwing Darts.

You put a lot of statements on curb appeal and shady truth about bulk trash dates. Someone needs to stand up and tell the people on Bailey about curb appeal. You cannot even drive down the street. WHAT IS THE PLAN FOR A DRIVEABLE ROAD IN 2021 for Bailey.”

Mrs. Nash replied that Bailey Road has been discussed as a project as part of a bond. These discussions were delayed due to COVID. However, will be coming back to the City Council in upcoming months.

Mayor Pro Tem Franks asked how much it would cost to be completely repaired. The answer was \$4.5 million. Councilman Lindsey agreed it would be a waste to piecemeal this road repair. Councilman King added it should be addressed in a bond. Councilman Millsap stated he would like to see the consideration of the sales tax percentages divided differently. A reduction in the EDC and MDD tax and an increase to the Street Maintenance.

The City Council requested to bring a further discussion of street repairs back to a future meeting.

Discuss the 2021 Special Events in the City of Sachse.

Mr. Whitworth stated COVID created some challenges in 2020 in regard to special events. Staff was able to make modifications to these events. However, Dallas County Health and Human Services officials estimate that the general population will not receive the vaccine until late 2021. Therefore, given this information, staff is preparing to modify events in 2021. Staff is seeking feedback on the Red, White, and Blue Blast, the Christmas Extravaganza, and the spring events which include the Easter Egg hunts and the Arbor Day/Cleanup event. Mr. Whitworth presented options to the City Council.

In regard to the Red, White, and Blue Blast, several of the councilmembers expressed that they would like to see the City host the firework portion of the event, and that they definitely would like to do something in 2021. Councilman Millsap suggested a reverse or drive-thru parade. Councilman King proposed delaying the event to later in the year such as in August or Labor Day.

In regard to the Christmas Extravaganza, Councilman King stated he would like a version of the past pre-COVID. Councilman Bickerstaff and Mayor Pro Tem Franks agreed. Mayor Pro Tem Franks added he would like to see something interactive if the budget allowed.

In regard to the spring events, the City Council agreed with the proposed modifications of the events.

Discuss and consider amendments to the Sachse Economic Development Corporation's Bylaws.

Mayor Felix stated it was asked to discuss the Sachse Economic Development Corporation's Bylaws and how they currently read.

Councilman Bickerstaff stated that as part of the City Manager's responsibilities and duties, it has been discussed to possibly expand these to include overseeing the Sachse Economic Development Corporation (EDC). Councilman Bickerstaff noted that he would like to see EDC report to the City Manager.

Councilman King commented that it was worth exploring, but was concerned it would overload the City Manager's Office. However, this has been discussed in previous years.

Councilman Lindsey asked if this would fundamentally change the role of the EDC including through their decision making, and asked what has prompted the change.

Councilman Millsap stated he likes the autonomy of the EDC.

Mayor Pro Tem Franks stated he would like to see some of the processes streamlined between the EDC and the City Council; noting how most items come to the City Council for approval.

Councilwoman Howarth likes the idea of having more input and improving the coordination of the EDC with the Council.

Mayor Felix asked what specifically needs to be changed in the Bylaws and who can change them. Councilman Bickerstaff noted that under Article 4 Section 2, the wording could be changed to reflect that the City Manager would oversee the day-to-day and have the authority of hiring the director.

Councilmen Millsap and King requested this item return for further discussion at a later date to allow time to get input from the EDC and a presentation for the citizens.

Mayor Felix directed for staff to bring this back to a future meeting with Bylaws drafted by the City Attorney with options of how the language would be changed.

Receive an update regarding actions taken by the City as a result of the COVID-19 pandemic and any future measures that may be necessary including city operations and facilities, public safety, financial employee impact, and the CARES Act.

Mrs. Nash provided a vaccine update that included the current rollout by the Texas Department of State Health Services (DSHS) and where the state is in the process of vaccinating citizens, and who currently qualifies. Mrs. Nash stated Garland Health serves as the health authority for Garland, Rowlett, and Sachse on the local level. Individuals may register to receive the vaccine in the county they reside. They may also register in any county-sponsored site throughout Texas, as well as at their local pharmacies. Residents can monitor the City's website and Facebook page, as well as the City of Garland's website and Facebook page for more information about vaccination events.

Mayor Pro Tem Franks asked about the CARES Act project allocations and time frame of completion. Mrs. Nash assured everything will be completed within the CARES Act guidelines and time frames.

No further comments or action taken.

ADJOURNMENT:

Mayor Felix adjourned the meeting at 10:16 p.m.

MIKE J. FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary



Agenda Item Details

Meeting	Feb 01, 2021 - 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 an ordinance ordering a General Election to be held May 1, 2021 for the purpose of electing a Councilmember Place 1 and Councilmember Place 2; Designating location of polling place; Ordering notice of election to be given as prescribed by law in connection with such election; and, authorizing joint agreements with Dallas County and Collin County.
Access	Public
Type	Action (Consent)
Recommended Action	Approve as presented.

Public Content

BACKGROUND

The City of Sachse will jointly contract with Dallas County and Collin County to conduct the election. Both entities provide training and equipment to the City to help reduce the cost of holding an election.

OVERVIEW

On February 4, Dallas County will hold a virtual meeting regarding the upcoming May election. Collin County canceled its meeting this year, but have been communicating via email regarding contract information for all entities. Election information is provided in draft form until all locations and dates are confirmed. Cost estimates are based on participating political entities and may change until all contracts are received. At this time, the portion for Collin County is estimated at \$2,477.98 for the City. Dallas County will be providing all of its information in the upcoming weeks. Draft exhibits are attached for Collin County and are labeled as "Exhibit B". Dallas County exhibits are currently unavailable but will be attached as "Exhibit A" once received.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Approve an ordinance ordering the May 1, 2021, City Council General Election.

[Ordinance Ordering May 2021 General Election.pdf \(19 KB\)](#)

[Draft Exhibit B - Collin County ED Locations.pdf \(609 KB\)](#)

[Draft Exhibit B - Collin County EV Locations.pdf \(508 KB\)](#)

[Collin County Cost Estimate.pdf \(31 KB\)](#)

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.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON THE 1st DAY OF MAY, 2021, IN THE CITY OF SACHSE FOR THE PURPOSE OF ELECTING A COUNCILMEMBER PLACE 1 AND COUNCILMEMBER PLACE 2; DESIGNATING LOCATION OF POLLING PLACE; ORDERING NOTICE OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; AUTHORIZING JOINT ELECTION AGREEMENTS WITH DALLAS COUNTY AND COLLIN COUNTY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That a general election be held for City Officers (City Council) in the City of Sachse, Texas on the 1st day of May, 2021, for the purpose of electing a Councilmember Place 1 and a Councilmember Place 2. Councilmember Place 1 and Councilmember Place 2 shall be elected for a term of three (3) years. The candidate for each such office, receiving a majority of all votes cast for all the candidates for an office, shall be elected to serve such term.

SECTION 2. That the polling place for both early voting and Election Day for all Dallas County legally qualified voters residing in the City of Sachse for said election shall be the Sachse City Hall, 3815-B Sachse Road, Sachse, Texas. The polling place locations and hours for both early voting and Election Day shall be any vote center location as shown on the attached "Exhibit A". The polling place for both early voting and Election Day for all Collin County legally qualified voters residing in the City of Sachse shall be the Michael J. Felix Community Center, 3815-E Sachse Road, Sachse, Texas. The polling place locations and hours for both early voting and Election Day shall be any vote center location as shown on the attached "Exhibit B".

SECTION 3. That none but legally qualified voters shall be entitled to vote at said election. Legally qualified voters shall be those persons having a current voter registration and shall be residents of the City of Sachse according to the Texas Election Code for said municipal election.

SECTION 4. That notice of said election shall be posted in three public places within the limits of the city according to the Texas Election Code. A return of such posting shall be documented by the City Secretary. Said notice to prescribe early voting by mail, early voting places and hours of operation, and Election Day hours of operation. Publication of said notice of the election shall be in accordance with the Texas Election Code.

SECTION 5. That the City Manager and City Secretary are authorized to execute an agreement for an Election with the Dallas County Election Department, the Collin County Election Department, and other entities that will provide for all election appointments, early voting by mail, the voting location as Sachse City Hall and hours of operation, payments for election officials, necessary election arrangements and a runoff election (if applicable).

SECTION 6. That the City Secretary shall have the authority to approve any minor modifications as may be necessary in the best interest of the City and within the regulations of the Texas Election Code. The early voting mail clerk for Dallas County is: Michael J. Scarpello, Early Voting Clerk, Dallas County Elections Department, 1520 Roundtable Drive, Dallas, Texas 75247 and the early voting mail clerk for Collin County is: Bruce Sherbet, Early Voting Clerk, Collin County Election Department, 2010 Redbud Blvd, Suite 102, McKinney, Texas 75069.

SECTION 7. That all provisions of the Code of Ordinances of the City of Sachse, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 8. That the provisions of this ordinance are severable, so that the invalidity of one or more provisions shall not affect the validity of those valid portions.

SECTION 9. That this ordinance shall become and be effective immediately upon its adoption and publication of the caption, as the law and City Charter in such cases provides.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas on this 1st day of February, 2021.

APPROVED:

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney
(10-30-2019:TM 111846)

ORDENANZA NO. _____

UNA ORDENANZA DEL CONSEJO MUNICIPAL DE LA CIUDAD DE SACHSE, TEXAS, PEDIDO UNA ELECCIÓN GENERAL QUE SE LLEVARÁ A CABO EL 1 DÍA DE MAYO DE 2021, EN LA CIUDAD DE SACHSE, CON EL FIN DE ELEGIR UN LUGAR DE MIEMBRO DEL CONSEJO 1 Y UN LUGAR DE MIEMBRO DEL CONSEJO 2; PEDIR EL AVISO DE ELECCIÓN PARA DARSE SEGÚN LO PRESCRITO POR LA LEY EN RELACIÓN CON DICHA ELECCIÓN; AUTORIZAR UN ACUERDO CONJUNTO DE ELECCIÓN CON LOS CONDADOS DE DALLAS Y DE COLLIN; PROPORCIONAR UNA CLÁUSULA DEROGATORIA; PROPORCIONAR UNA CLÁUSULA DE DIVISIBILIDAD; Y PROPORCIONAR PARA UNA FECHA EFECTIVA.

AHORA, POR LO TANTO, EL CONSEJO MUNICIPAL DE LA CIUDAD DE SACHSE, TEXAS, ORDENA QUE:

SECCIÓN I: Se llevará a cabo una elección general para los Oficiales de la Ciudad (Ayuntamiento) en la Ciudad de Sachse, Texas, el 1 de mayo de 2021, con el propósito de elegir un Miembro del Consejo Lugar 1 y un Miembro del Consejo Lugar 2. El Miembro del Consejo Lugar 1 y el Miembro del Consejo Lugar 2 deberán ser elegido por un período de tres (3) años. El candidato para cada cargo, que reciba la mayoría de todos los votos emitidos para todos los candidatos para un cargo, será elegido para cumplir dicho mandato.

SECCIÓN II: Que el lugar de votación para la votación anticipada y el día de la elección para todos los votantes legalmente calificados del condado de Dallas que residen en la ciudad de Sachse para dicha elección será el Ayuntamiento de Sachse, 3815-B Sachse Road, Sachse, Texas. Las ubicaciones de los lugares de votación y los horarios tanto para la votación anticipada como para el día de las elecciones serán cualquier ubicación del centro de votación como se muestra en el “Anexo A” adjunto. El lugar de votación para la votación anticipada y el día de la elección para todos los votantes legalmente calificados del condado de Collin que residen en la ciudad de Sachse será el Centro Comunitario Michael J. Felix, 3815-E Sachse Road, Sachse, Texas. Las ubicaciones de los lugares de votación y el horario para la votación anticipada y el día de las elecciones serán cualquier ubicación del centro de votación como se muestra en el “Anexo B” adjunto.

SECCIÓN III: Que solamente los electores legalmente calificados tendrán derecho a votar en esa elección. Los votantes legalmente calificados serán aquellas personas que tengan un registro de votantes actual y deberán ser residentes de la Ciudad de Sachse de acuerdo con el Código Electoral de Texas para dicha elección municipal.

SECCIÓN IV: Que la notificación de dicha elección deberá publicarse en tres lugares públicos dentro de los límites de la ciudad de acuerdo con el Código Electoral de Texas. El Secretario de la Ciudad documentará la devolución de dicha publicación. Dicho aviso prescribe la votación anticipada por correo, los lugares de votación anticipada y las horas de operación y las horas de operación del Día de Elección. La publicación de dicho aviso de la elección se realizará de conformidad con el Código Electoral de Texas.

SECCIÓN V: Que el Administrador de la Ciudad y el Secretario de la Ciudad están autorizados a ejecutar un acuerdo para una Elección con el Departamento de Elecciones del Condado de Dallas, el Departamento de Elecciones del Condado de Collin y otras entidades que proporcionarán todas las citas electorales, votación anticipada por correo, el lugar de votación como Sachse Ayuntamiento y horas de operación, pagos para funcionarios electorales, arreglos electorales necesarios y una segunda vuelta electoral (si corresponde).

SECCIÓN VI: Que el Secretario de la Ciudad tendrá la autoridad para aprobar cualquier modificación menor que pueda ser necesaria para el mejor interés de la Ciudad y dentro de las regulaciones del Código Electoral de Texas. El empleado de correo de votación anticipada para el Condado de Dallas es: Michael J. Scarpello, Empleado de votación anticipada, Departamento de Elecciones del Condado de Dallas, 1520 Roundtable Drive, Dallas, Texas 75247 y el empleado de correo de votación anticipada para el Condado de Collin es: Bruce Sherbet, Votación anticipada Secretario, Departamento de Elecciones del Condado de Collin, 2010 Redbud Blvd, Suite 102, McKinney, Texas 75069.

SECCIÓN VII: Que todas las disposiciones del Código de Ordenanzas de la Ciudad de Sachse, Texas, en conflicto con las disposiciones de esta ordenanza sean, y las mismas, quedan derogadas, y todas las demás disposiciones que no entren en conflicto con las disposiciones de esta ordenanza permanecerán en Plena fuerza y efecto.

SECCIÓN VIII: Que las disposiciones de esta ordenanza son separables, de modo que la invalidez de una o más disposiciones no afectará la validez de esas partes válidas.

SECCIÓN IX: Que esta ordenanza entrará en vigencia y será efectiva inmediatamente después de su adopción y publicación del subtítulo, como lo estipula la ley y el estatuto en tales casos.

APROBADO Y ADOPTADO por el Consejo Municipal de la Ciudad de Sachse, Texas, este día 1 de febrero de 2021.

APROBADO:

Mike J. Felix, Alcalde

DOY FE:

Michelle Lewis Sirianni, Secretaria de la Ciudad

APROBADO EN FORMA:

Joseph J. Gorfida, Abogado de la Ciudad

Exhibit "B"

May 1, 2021

Joint General and Special Election

Collin County Early Voting Locations, Dates and Hours

Polling Place	Address	City
Allen ISD Service Center	1451 North Watters Road	Allen 75002
Allen Municipal Courts Facility	301 Century Parkway	Allen 75013
Anna ISD Board Room	501 S. Sherley Avenue	Anna 75409
Bennett Elementary School	7760 Coronado Dr	McKinney 75070
Blue Ridge ISD Administration Building	318 W. School Street	Blue Ridge 75424
Carpenter Park Recreation Center	6701 Coit Road	Plano 75024
Cockrill Middle School	1351 N Hardin Blvd	McKinney 75071
Collin College Frisco Campus	9700 Wade Blvd	Frisco 75035
Collin College Higher Education Center	3452 Spur 399	McKinney 75069
Collin College McKinney Campus	2200 W. University Drive	McKinney 75071
Collin College Plano Campus	2800 E. Spring Creek Parkway	Plano 75074
Collin College Wylie Campus	391 Country Club Road	Wylie 75098
Collin County Elections Office	2010 Redbud Blvd. Ste 102	McKinney 75069
Davis Library	7501A Independent Parkway	Plano 75025
Dowell Middle School	301 S. Ridge Road	McKinney 75072
Evans Middle School	6998 W. Eldorado Parkway	McKinney 75072
Farmersville City Hall	205 S. Main Street	Farmersville 75442
Faubion Middle School	2000 Rollins Street	McKinney 75069
Frisco Fire Station #8	14700 Rolater Road	Frisco 75034
Gay Library	6861 W. Eldorado Parkway	McKinney 75070
Haggard Library	2501 Coit Road	Plano 75075
Harrington Library	1501 18th Street	Plano 750742
Hunt Middle School	4900 Legendary Drive	Frisco 75034
Lovejoy ISD Administration Building	259 Country Club Road	Allen 75002
Lucas Community Center	665 Country Club Road	Lucas 75002
Maus Middle School	12175 Coit Road	Frisco 75035
McKinney Boyd High School	600 Lake Forest Dr	McKinney 75071
McKinney Fire Station #5	6600 Virginia Parkway	McKinney 75071
McKinney Fire Station #7	861 Independence Parkway	McKinney 75072
McKinney High School	1400 E. Wilson Creek Pkwy	McKinney 75069
McKinney North High School	2550 Wilmeth Road	McKinney 75071
Melissa City Hall	3411 Barker Avenue	Melissa 75454
Michael J. Felix Community Center-Room A & B	3815-E Sachse Road	Sachse 75048
Murphy Community Center	205 N. Murphy Road	Murphy 75094
New Hope Town Hall	121 Rockcrest Road	New Hope 75069
Parker City Hall	5700 E. Parker Road	Parker 75002
Parr Library	6200 Windhaven Parkway	Plano 75093
Plano ISD Administration Center	2700 W. 15th Street	Plano 75075
Prosper Town Hall-Community Room	250 W. First Street	Prosper 75078
Renner Frankford Library	6400 Frankford Road	Dallas 75252
Richardson Civic Center / City Hall	411 W. Arapaho Road	Richardson 75080
Roy and Helen Hall Memorial Library	101 E. Hunt Street	McKinney 75069

May 1, 2021

Exhibit "A"

**Joint General and Special Election
Collin County Early Voting Locations, Dates and Hours**

Polling Place	Address	City
Scott Johnson Middle School	3400 Community Blvd.	McKinney 75071
Slaughter Elementary School	2706 Wolford Street	McKinney 75070
Smith Library	300 Country Club Drive	Wylie 75098
St Paul Town Hall	2505 Butscher Block	Wylie 75098

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
April 18	April 19 Early Voting 8am - 5pm	April 20 Early Voting 8am - 5pm	April 21 Early Voting 8am - 5pm	April 22 Early Voting 8am - 5pm	April 23 Early Voting 8am - 5pm	April 24 Early Voting 8am - 5pm
April 25	April 26 Early Voting 7am - 7pm	April 27 Early Voting 7am - 7pm	April 28	April 29	April 30	May 1 Election Day 7am - 7pm

Exhibit "B"

May 1, 2021

Joint General and Special Election Collin County Election Day Vote Centers 7am - 7pm

Polling Place	Address	City
Aldridge Elementary School	720 Pleasant Valley Lane	Richardson 75080
Allen ISD Service Center	1451 North Watters Road	Allen 75002
Allen Municipal Courts Facility	301 Century Parkway	Allen 75013
Anna ISD Board Room	501 S. Sherley Avenue	Anna 75409
Armstrong Middle School	3805 Timberline Drive	Plano 75074
Bennett Elementary School	7760 Coronado Dr	McKinney 75070
Bethany Elementary School	2418 Micarta Drive	Plano 75025
Blue Ridge ISD Administration Building	318 W. School Street	Blue Ridge 75424
Bowman Middle School	2501 Jupiter Road	Plano 75074
Carpenter Middle School	3905 Rainier Drive	Plano 75023
Cockrill Middle School	1351 N Hardin Blvd	McKinney 75071
Collin College Frisco Campus	9700 Wade Blvd	Frisco 75035
Collin College Higher Education Center	3452 Spur 399	McKinney 75069
Collin College McKinney Campus	2200 W. University Drive	McKinney 75071
Collin College Plano Campus	2800 E. Spring Creek Parkway	Plano 75074
Collin College Wylie Campus	391 Country Club Road	Wylie 75098
Collin County Elections Office	2010 Redbud Blvd. Ste 102	McKinney 75069
Dowell Middle School	301 S. Ridge Road	McKinney 75072
Evans Middle School	6998 W. Eldorado Parkway	McKinney 75072
Fairview Town Hall	372 Town Place	Fairview 75069
Farmersville City Hall	205 S. Main Street	Farmersville 75442
Faubion Middle School	2000 Rollins Street	McKinney 75069
Frisco Fire Station #8	14700 Rolater Road	Frisco 75034
Gay Library	6861 W. Eldorado Parkway	McKinney 75070
Haggard Middle School	2832 Parkhaven Drive	Plano 75075
Hendrick Middle School	7400 Red River Drive	Plano 75025
Hunt Middle School	4900 Legendary Drive	Frisco 75034
Lovejoy ISD Administration Building	259 Country Club Road	Allen 75002
Lucas Community Center	665 Country Club Road	Lucas 75002
Maus Middle School	12175 Coit Road	Frisco 75035
McKinney Boyd High School	600 Lake Forest Dr	McKinney 75071
McKinney Fire Station #5	6600 Virginia Parkway	McKinney 75071
McKinney Fire Station #7	861 Independence Parkway	McKinney 75072
McKinney High School	1400 E. Wilson Creek Pkwy	McKinney 75069
McKinney North High School	2550 Wilmeth Road	McKinney 75071
Melissa City Hall	3411 Barker Avenue	Melissa 75454
Michael J. Felix Community Center-Room A & B	3815-E Sachse Raod	Sachse 75048
Miller Elementary School	5651 Coventry Drive	Richardson 75082
Murphy Community Center	205 N. Murphy Road	Murphy 75094
New Hope Town Hall	121 Rockcrest Road	New Hope 75069
Parker City Hall	5700 E. Parker Road	Parker 75002
Parr Library	6200 Windhaven Parkway	Plano 75093
Plano ISD Administration Center	2700 W. 15th Street	Plano 75075
Prosper Town Hall-Community Room	250 W. First Street	Prosper 75078

May 1, 2021

Exhibit "B"

Joint General and Special Election
Collin County Election Day Vote Centers 7am - 7pm

Polling Place	Address	City
Renner Frankford Library	6400 Frankford Road	Dallas 75252
Richardson Civic Center / City Hall	411 W. Arapaho Road	Richardson 75080
Robinson Middle School	6701 Preston Meadow Drive	Plano 75024
Rose Haggard Elementary School	17820 Campbell Road	Dallas 75252
Roy and Helen Hall Memorial Library	101 E. Hunt Street	McKinney 75069
Schimelpfenig Middle School	2400 Maumelle Drive	Plano 75023
Scott Johnson Middle School	3400 Community Blvd.	McKinney 75071
Shepton High School	5505 Plano Parkway	Plano 75093
Slaughter Elementary School	2706 Wolford Street	McKinney 75070
Smith Library	300 Country Club Drive	Wylie 75098
St Paul Town Hall	2505 Butscher Block	Wylie 75098
Terry Pope Administration Building	611 North FM 1138	Nevada 75173
Tom Muehlenbeck Recreation Center	5801 W. Parker Road	Plano 75093
Wilson Middle School	1001 Custer Road	Plano 75075

Important Note: *Eligible* Collin County registered voters (with an effective date of registration on or before May 1, 2021) may vote at any of the above Election Day Vote Center locations.

Collin County
Election Services Estimate
May 1, 2021 Joint General and Special Election

City of Sachse

Registered Voters 6,011
Percentage 0.34%

Summary of Costs	Units or Description	Cost Per Unit	Election Estimate	Election Actual	Your Estimate	Your Actual
Early Voting by Mail						
Kits - Mail Ballots	5,000	\$ 1.15	\$ 5,750.00		\$ 19.42	
Postage	5,000	\$ 0.88	\$ 4,400.00		\$ 14.86	
Paper Ballot Printing Services		\$ 0.31	\$ -		\$ -	
Paper Ballot Shipping (per box)		\$ 30.00	\$ -		\$ -	
Ballot Stock - BOD	5,000	\$ 0.10	\$ 500.00		\$ 1.69	
Category Subtotal			\$ 10,650.00		\$ 35.96	
General Election Expenses						
Mileage			\$ 500.00		\$ 1.69	
Van / Car Rental			\$ 6,000.00		\$ 20.26	
Election Night Receiving Cover			\$ 2,680.00		\$ 9.05	
Polling Place Rental			\$ -		\$ -	
Notice of Election			\$ 7,000.00		\$ 23.64	
Security - EV			\$ -		\$ -	
Security - ED			\$ -		\$ -	
Early Voting Ballot Board			\$ 1,950.00		\$ 6.58	
FICA - Election Workers			\$ 2,500.00		\$ 8.44	
County Employee/IT Overtime - EV			\$ 35,000.00		\$ 118.18	
Process Pollworker Checks - EV	5 per location	\$ 1.50	\$ 352.50		\$ 1.19	
Process Pollworker Checks - ED	5 per location	\$ 1.50	\$ 427.50		\$ 1.44	
Process Election Judge Notices	104	\$ 1.50	\$ 156.00		\$ 0.53	
Drayage Per Location - ED	57	\$ 50.00	\$ 2,850.00		\$ 9.62	
Drayage Per Location - EV	47	\$ 50.00	\$ 2,350.00		\$ 7.93	
Category Subtotal			\$ 61,766.00		\$ 208.56	
Programming						
Coding Services			\$ 10,000.00		\$ 33.77	
Balotar Programming			\$ 450.00		\$ 1.52	
Category Subtotal			\$ 10,450.00		\$ 35.28	
Early Voting by Personal Appearance						
Election Judge OT - EV		\$ 21.00	\$ 283.50		\$ 0.96	
Alternate Judge OT - EV		\$ 19.50	\$ 253.50		\$ 0.86	
Clerk OT - EV	141	\$ 18.00	\$ 34,263.00		\$ 115.69	
ES&S Support Staff / Field Techs - EV	6 @30 for 10 days	\$ -	\$ 18,000.00		\$ 60.78	
Pick and Delivery of Supplies - EV	47	\$ 25.00	\$ 1,175.00		\$ 3.97	
Equipment Assembly - EV	47	\$ 50.00	\$ 2,350.00		\$ 7.93	
Category Subtotal			\$ 56,325.00		\$ 190.18	
Election Day						
ES&S Support Staff/Field Techs - ED	6 @30 for 14 hrs	\$ 30.00	\$ 2,520.00		\$ 8.51	
Pick up and Delivery of Election Supplies	57	\$ 25.00	\$ 1,425.00		\$ 4.81	
Equipment Assembly - ED	57	\$ 50.00	\$ 2,850.00		\$ 9.62	
Category Subtotal			\$ 6,795.00		\$ 22.94	
Tabulation						
Election Night Vendor Support	Per Election	\$ 10,000.00	\$ 10,000.00		\$ 33.77	
Notice of Inspection/Tabulation Test	Per Election	\$ 3,000.00	\$ 3,000.00		\$ 10.13	
Category Subtotal			\$ 13,000.00		\$ 43.90	

Collin County
Election Services Estimate
May 1, 2021 Joint General and Special Election

Exhibit "D"

Summary of Costs	Units or Description	Cost Per Unit	Election Estimate	Election Actual	Your Estimate	Your Actual
Supply Cost						
Ballots - Card Stock ExpressVote - EV	11,000	\$ 0.32	\$ 3,520.00		\$ 11.89	
Ballots - Card Stock ExpressVote - ED	10,000	\$ 0.32	\$ 3,200.00		\$ 10.80	
Kits - ED	57	\$ 19.00	\$ 1,083.00		\$ 3.66	
Kits - EV	47	\$ 19.00	\$ 893.00		\$ 3.02	
Kits - Provisional EV	47	\$ 38.10	\$ 1,790.70		\$ 6.05	
Kits - Provisional ED	57	\$ 38.10	\$ 2,171.70		\$ 7.33	
Polling Place Maps - EV	47	\$ 25.00	\$ 1,175.00		\$ 3.97	
Polling Place Maps - ED	57	\$ 25.00	\$ 1,425.00		\$ 4.81	
Signs Metal - ED	57	\$ 5.00	\$ 285.00		\$ 0.96	
Signs Wood - ED	5 per location	\$ 2.00	\$ 470.00		\$ 1.59	
Ballot Card Stock - Provisional - EV	50 per location	\$ 0.14	\$ 329.00		\$ 1.11	
Ballot Card Stock - Provisional - ED	50 per location	\$ 0.14	\$ 399.00		\$ 1.35	
Ballots - Sample - EV	50 per location	\$ 0.29	\$ 681.50		\$ 2.30	
Ballots - Sample - ED	50 per location	\$ 0.29	\$ 826.50		\$ 2.79	
Ballots - Sample All Race - EV	47	\$ 0.87	\$ 40.89		\$ 0.14	
Ballots - Sample All Race - ED	57	\$ 0.87	\$ 49.59		\$ 0.17	
Printer Labels - EV	47	\$ 5.00	\$ 235.00		\$ 0.79	
Printer Labels - ED	57	\$ 5.00	\$ 285.00		\$ 0.96	
Category Subtotal			\$ 18,859.88		\$ 63.68	
Equipment						
Cabinet Security - EV	47	\$ 200.00	\$ 9,400.00		\$ 31.74	
Cabinet Security - ED	57	\$ 200.00	\$ 11,400.00		\$ 38.49	
Computer Cabinet - EV	47	\$ 50.00	\$ 2,350.00		\$ 7.93	
Cabinet Drayage - EV	47	\$ 180.00	\$ 8,460.00		\$ 28.57	
Cabinet Drayage - ED	57	\$ 180.00	\$ 10,260.00		\$ 34.64	
DS200 Ballot Counter - EV	47	\$ 350.00	\$ 16,450.00		\$ 55.54	
DS200 Ballot Counter - ED	57	\$ 350.00	\$ 19,950.00		\$ 67.36	
ExpressVote - EV	9 per location	\$ 200.00	\$ 84,600.00		\$ 285.66	
Express Vote - ED	9 per location	\$ 200.00	\$ 102,600.00		\$ 346.43	
ExpressTouch - EV	47	\$ 200.00	\$ 9,400.00		\$ 31.74	
ExpressTouch - ED	57	\$ 200.00	\$ 11,400.00		\$ 38.49	
Metal Signs	5 per location	\$ 1.00	\$ 520.00		\$ 1.76	
Wood Signs	104	\$ 2.00	\$ 208.00		\$ 0.70	
Category Subtotal			\$ 286,998.00		\$ 969.06	
Personnel						
Election Judge - EV		\$ 14.00	\$ 47,376.00		\$ 159.97	
Electino Judge - ED		\$ 14.00	\$ 9,576.00		\$ 32.33	
Alternate Election Judge - EV		\$ 13.00	\$ 43,992.00		\$ 148.54	
Alternate Electino Judge - ED		\$ 13.00	\$ 8,892.00		\$ 30.02	
Clerk - EV	3 per location	\$ 12.00	\$ 131,976.00		\$ 445.62	
Clerk - ED	3 per location	\$ 12.00	\$ 24,624.00		\$ 83.14	
Judge Delivery - EV	47	\$ 25.00	\$ 1,175.00		\$ 3.97	
Judge Delivery - ED	57	\$ 25.00	\$ 1,425.00		\$ 4.81	
Category Subtotal			\$ 269,036.00		\$ 908.41	
Total Estimated Cost			\$ 733,879.88		\$ 2,477.98	



Agenda Item Details

Meeting	Feb 01, 2021 - 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	4. Approve an ordinance ordering a Special Election to be held on May 1, 2021, for the purpose of the adoption of a local sales and use tax in the City at a rate of one-fourth of one percent to provide for revenue for maintenance and repair of municipal streets.
Access	Public
Type	Action (Consent)
Recommended Action	Approve as presented.

Public Content

BACKGROUND

The City held an election in May 2017, in which voters approved the option to renew the local sales and use tax to help fund street maintenance and repairs. The City's local sales and use tax is divided by 6.25% State Tax, 1.0% Sachse Tax, 0.50% to fund the Sachse Economic Development Corporation, and 0.50% Street Maintenance. State law provides City's can have a maximum sales tax of 8.25%. The voters approved the 1/4% sales and use tax, which initially became effective on October 1, 2013, and was renewed again in 2017.

OVERVIEW

Per state law, the municipal street maintenance tax expires every four years after it begins. The tax is set to expire this year. Therefore, in order for it to continue, the City must hold a tax reauthorization election. Draft exhibits containing election information are attached for Collin County and are labeled as "Exhibit B". Dallas County exhibits are currently unavailable but will be attached as "Exhibit A" once received.

POLICY CONSIDERATIONS

Title 3, Subtitle C, Chapter 327 of the State of Texas Tax Code provides for cities the ability to allocate a portion of the sales and use tax revenues for street maintenance and repair. There is a four-year term from the date of the election in which the revenue can be used for street repair and maintenance. Another election will have to occur to extend the program an additional four years or the program will expire and the tax increase will revert to 7.75%.

RECOMMENDATION

Approve an ordinance ordering a Special Election to be held on May 1, 2021, for the purpose of adoption of a local sales and use tax in the City at a rate of one-fourth of one percent to provide for revenue for maintenance and repair of municipal streets.

[Ordinance Ordering Special Election Adoption Local Sales and Use Tax- Street Maintenance.pdf \(20 KB\)](#)

[Draft Exhibit B - Collin County EV Locations.pdf \(508 KB\)](#)

[Draft Exhibit B - Collin County ED Locations.pdf \(609 KB\)](#)

[Collin County Cost Estimate.pdf \(31 KB\)](#)

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.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, ORDERING A SPECIAL ELECTION TO BE ON HELD ON MAY 1, 2021, FOR THE PURPOSE OF THE ADOPTION OF A LOCAL SALES AND USE TAX IN THE CITY OF SACHSE, TEXAS AT THE RATE OF ONE-FOURTH OF ONE PERCENT TO PROVIDE REVENUE FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; AUTHORIZING A JOINT ELECTION WITH DALLAS AND COLLIN COUNTY; PROVIDING FOR THE PUBLICATION AND POSTING OF NOTICE; PROVIDING FOR EARLY VOTING; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 327 of the Local Government Code provides that a municipality may call an election on the question of creating a street maintenance tax to plan, acquire, establish, develop, construct, or renovate one or more development projects beneficial to the district; and

WHEREAS, the City Council of the City of Sachse, Texas, herein orders a special election to be held on May 1, 2021, for the adoption of a local sales and use tax at the rate of one-fourth of one percent to provide revenue for maintenance and repair of municipal streets in accordance with Chapter 327 of the Local Government Code.

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

SECTION 1. That a special election is hereby ordered to be held on Saturday, May 1, 2021, for the purpose of adopting a local sales and use tax at the rate of one-fourth of one percent to provide revenue for maintenance and repair of municipal streets.

SECTION 2. That the ballot for the election for the adoption of a local sales and use tax shall be prepared in a manner that the voters may vote “for” or “against” the following Proposition:

“Authorizing the adoption of a sales and use tax in the City of Sachse, Texas, at the rate of one-fourth (1/4) of one percent to provide revenue for maintenance and repair of municipal streets.”

_____ For

_____ Against

SECTION 3. That notice of said election shall be posted in three public places within the limits of the city according to the Texas Election Code. A return of such posting shall be documented by the City Secretary. Said notice to prescribe early voting by mail, early voting places and hours of operation, and Election Day hours of operation. Publication of said notice of the election shall be in accordance with the Texas Election Code.

SECTION 4. That the polling place for both early voting and Election Day for all Dallas County legally qualified voters residing in the City of Sachse for said election shall be the Sachse City Hall, 3815-B Sachse Road, Sachse, Texas. The polling place locations and hours for both early voting and Election Day shall be any vote center location as shown on the attached “Exhibit A”. The polling place for both early voting and Election Day for all Collin County legally qualified voters residing in the City of Sachse shall be the Michael J. Felix Community Center, 3815-E

Sachse Road, Sachse, Texas. The polling place locations and hours for both early voting and Election Day shall be any vote center location as shown on the attached "Exhibit B".

SECTION 5. That none but legally qualified voters shall be entitled to vote at said election. Legally qualified voters shall be those persons having a current voter registration and shall be residents of the City of Sachse according to the Texas Election Code for said municipal election.

SECTION 6. That the City Manager and City Secretary are authorized to execute agreements for a Joint Election with the Dallas County Election Department and the Collin County Election Department, and other entities that will provide for all election appointments, early voting by mail, the voting location as Sachse City Hall and hours of operation, payments for election officials, necessary election arrangements and a runoff election (if applicable).

SECTION 7. That the City Secretary shall have the authority to approve any minor modifications as may be necessary in the best interest of the City and within the regulations of the Texas Election Code. The early voting mail clerk is: Michael J. Scarpello, Early Voting Clerk, Dallas County Elections Department, 1520 Roundtable, Dallas, Texas 75247. The early voting mail clerk for Collin County is: Bruce Sherbet, Main Early Voting Clerk, Collin County Elections Department, 2010 Redbud Blvd., Suite 102, McKinney, TX 75069.

SECTION 8. That all provisions of the Code of Ordinances of the City of Sachse, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 9. That the provisions of this ordinance are severable, so that the invalidity of one or more provisions shall not affect the validity of those valid portions.

SECTION 10. That this ordinance shall become and be effective immediately upon its adoption and publication as required by law, and it is accordingly so **ORDAINED**.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, ON THIS THE 1st DAY OF FEBRUARY, 2021.

APPROVED:

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney
(01-22-2021:TM 120239 – drafted by City)

ORDENANZA NO. _____

UNA ORDENANZA DEL CONSEJO MUNICIPAL DE LA CIUDAD DE SACHSE, TEXAS, PEDIDO UNA ELECCIÓN ESPECIAL SE REALIZARÁ EL 1 DE MAYO DE 2021, CON EL FIN DE LA ADOPCIÓN DE UN IMPUESTO LOCAL SOBRE VENTAS Y USO EN LA CIUDAD DE SACHSE, TEXAS, A LA TASA DE UN CUARTO DE UN POR CIENTO PARA PROPORCIONAR INGRESOS POR MANTENIMIENTO Y REPARACIÓN DE CALLES MUNICIPALES; AUTORIZANDO UNA ELECCIÓN CONJUNTA CON EL CONDADO DE DALLAS Y COLLIN; DISPONER LA PUBLICACIÓN Y PUBLICACIÓN DE AVISOS; DISPONER DE VOTACIÓN ANTICIPADA; DISPONER UNA CLÁUSULA DE DIVISIBILIDAD; Y PROPORCIONANDO UNA FECHA DE EFECTIVA.

CONSIDERANDO QUE, el Capítulo 327 del Código de Gobierno Local dispone que un municipio puede convocar una elección sobre la cuestión de la creación de un impuesto de mantenimiento de calles para planificar, adquirir, establecer, desarrollar, construir o renovar uno o más proyectos de desarrollo beneficiosos para el distrito; y

CONSIDERANDO QUE, que el Concejo Municipal de la ciudad de Sachse, Texas, en este documento ordena que se celebre una elección especial el 1 de mayo de 2021 para la adopción de un impuesto local sobre las ventas y el uso a una tasa de un cuarto del uno por ciento para proporcionar ingresos para el mantenimiento y reparación de las calles municipales de acuerdo con el Capítulo 327 del Código de Gobierno Local

AHORA, POR LO TANTO, EL CONSEJO MUNICIPAL DE LA CIUDAD DE SACHSE, TEXAS, ORDENA QUE:

SECCIÓN I: Que por la presente se ordena que se celebre una elección especial el sábado 1 de mayo de 2021, con el propósito de adoptar un impuesto local sobre las ventas y el uso a una tasa de un cuarto del uno por ciento para proporcionar ingresos para el mantenimiento y reparación de las calles municipales.

SECCIÓN II: Que la boleta para la elección para la adopción de un impuesto local sobre las ventas y el uso se preparará de manera que los votantes puedan votar “a favor” o “en contra” de la siguiente Proposición:

“Autorizar la adopción de un impuesto sobre las ventas y el uso en la ciudad de Sachse, Texas, a una tasa de un cuarto (1/4) del uno por ciento para proporcionar ingresos para el mantenimiento y reparación de las calles municipales.”

_____ PARA

_____ EN CONTRA

SECCIÓN III: Ese aviso de dicha elección se colocará en tres lugares públicos dentro de los límites de la ciudad de acuerdo con el Código Electoral de Texas. La devolución de dicha publicación será documentada por el Secretario de la Ciudad. Dicho aviso para prescribir la votación anticipada por correo, los lugares y horarios de votación anticipada y el horario de

atención del Día de las Elecciones. La publicación de dicho aviso de la elección se hará de acuerdo con el Código Electoral de Texas.

SECCIÓN IV: Que el lugar de votación para la votación anticipada y el día de la elección para todos los votantes legalmente calificados del condado de Dallas que residen en la ciudad de Sachse para dicha elección será el Ayuntamiento de Sachse, 3815-B Sachse Road, Sachse, Texas. Las ubicaciones de los lugares de votación y los horarios tanto para la votación anticipada como para el día de las elecciones serán cualquier ubicación del centro de votación como se muestra en el “Anexo A” adjunto. El lugar de votación para la votación anticipada y el día de la elección para todos los votantes legalmente calificados del condado de Collin que residen en la ciudad de Sachse será el Centro Comunitario Michael J. Felix, 3815-E Sachse Road, Sachse, Texas. Las ubicaciones de los lugares de votación y el horario para la votación anticipada y el día de las elecciones serán cualquier ubicación del centro de votación como se muestra en el “Anexo B” adjunto.

SECCIÓN V: Que sólo los votantes legalmente calificados tendrán derecho a votar en dicha elección. Los votantes legalmente calificados serán aquellas personas que tengan un registro de votante actual y deberán ser residentes de la Ciudad de Sachse de acuerdo con el Código Electoral de Texas para dicha elección municipal.

SECCIÓN VI: Que el Administrador de la Ciudad y el Secretario de la Ciudad están autorizados a ejecutar acuerdos para una Elección Conjunta con el Departamento de Elecciones del Condado de Dallas y el Departamento de Elecciones del Condado de Collin, y otras entidades que proporcionarán para todas las citas de elección, votación anticipada por correo, el lugar de votación como Sachse Ayuntamiento y horas de funcionamiento, pagos para funcionarios electorales, arreglos electorales necesarios y una elección de desempate (si corresponde).

SECCIÓN VII: Que el Secretario de la Ciudad tendrá la autoridad para aprobar cualquier modificación menor que pueda ser necesaria para el mejor interés de la Ciudad y dentro de las regulaciones del Código Electoral de Texas. El empleado de correo de votación anticipada para el Condado de Dallas es: Michael J. Scarpello, Empleado de votación anticipada, Departamento de Elecciones del Condado de Dallas, 1520 Roundtable Drive, Dallas, Texas 75247 y el empleado de correo de votación anticipada para el Condado de Collin es: Bruce Sherbet, Votación anticipada Secretario, Departamento de Elecciones del Condado de Collin, 2010 Redbud Blvd, Suite 102, McKinney, Texas 75069.

SECCIÓN VIII: Que todas las disposiciones del Código de Ordenanzas de la Ciudad de Sachse, Texas, en conflicto con las disposiciones de esta ordenanza sean, y las mismas, quedan derogadas, y todas las demás disposiciones que no entren en conflicto con las disposiciones de esta ordenanza permanecerán en Plena fuerza y efecto.

SECCIÓN IX: Que las disposiciones de esta ordenanza son separables, de modo que la invalidez de una o más disposiciones no afectará la validez de esas partes válidas.

SECCIÓN X: Que esta ordenanza entrará en vigencia y será efectiva inmediatamente después de su adopción y publicación como lo requiere la ley, y en consecuencia así lo ORDENA.

APROBADO Y ADOPTADO por el Consejo Municipal de la Ciudad de Sachse, Texas, este día 1 de febrero de 2021.

APROBADO:

Mike J. Felix, Alcalde

DOY FE:

Michelle Lewis Sirianni, Secretaria de la Ciudad

APROBADO EN FORMA:

Joseph J. Gorfida, Abogado de la Ciudad

Exhibit "B"

May 1, 2021

Joint General and Special Election

Collin County Early Voting Locations, Dates and Hours

Polling Place	Address	City
Allen ISD Service Center	1451 North Watters Road	Allen 75002
Allen Municipal Courts Facility	301 Century Parkway	Allen 75013
Anna ISD Board Room	501 S. Sherley Avenue	Anna 75409
Bennett Elementary School	7760 Coronado Dr	McKinney 75070
Blue Ridge ISD Administration Building	318 W. School Street	Blue Ridge 75424
Carpenter Park Recreation Center	6701 Coit Road	Plano 75024
Cockrill Middle School	1351 N Hardin Blvd	McKinney 75071
Collin College Frisco Campus	9700 Wade Blvd	Frisco 75035
Collin College Higher Education Center	3452 Spur 399	McKinney 75069
Collin College McKinney Campus	2200 W. University Drive	McKinney 75071
Collin College Plano Campus	2800 E. Spring Creek Parkway	Plano 75074
Collin College Wylie Campus	391 Country Club Road	Wylie 75098
Collin County Elections Office	2010 Redbud Blvd. Ste 102	McKinney 75069
Davis Library	7501A Independent Parkway	Plano 75025
Dowell Middle School	301 S. Ridge Road	McKinney 75072
Evans Middle School	6998 W. Eldorado Parkway	McKinney 75072
Farmersville City Hall	205 S. Main Street	Farmersville 75442
Faubion Middle School	2000 Rollins Street	McKinney 75069
Frisco Fire Station #8	14700 Rolater Road	Frisco 75034
Gay Library	6861 W. Eldorado Parkway	McKinney 75070
Haggard Library	2501 Coit Road	Plano 75075
Harrington Library	1501 18th Street	Plano 750742
Hunt Middle School	4900 Legendary Drive	Frisco 75034
Lovejoy ISD Administration Building	259 Country Club Road	Allen 75002
Lucas Community Center	665 Country Club Road	Lucas 75002
Maus Middle School	12175 Coit Road	Frisco 75035
McKinney Boyd High School	600 Lake Forest Dr	McKinney 75071
McKinney Fire Station #5	6600 Virginia Parkway	McKinney 75071
McKinney Fire Station #7	861 Independence Parkway	McKinney 75072
McKinney High School	1400 E. Wilson Creek Pkwy	McKinney 75069
McKinney North High School	2550 Wilmeth Road	McKinney 75071
Melissa City Hall	3411 Barker Avenue	Melissa 75454
Michael J. Felix Community Center-Room A & B	3815-E Sachse Road	Sachse 75048
Murphy Community Center	205 N. Murphy Road	Murphy 75094
New Hope Town Hall	121 Rockcrest Road	New Hope 75069
Parker City Hall	5700 E. Parker Road	Parker 75002
Parr Library	6200 Windhaven Parkway	Plano 75093
Plano ISD Administration Center	2700 W. 15th Street	Plano 75075
Prosper Town Hall-Community Room	250 W. First Street	Prosper 75078
Renner Frankford Library	6400 Frankford Road	Dallas 75252
Richardson Civic Center / City Hall	411 W. Arapaho Road	Richardson 75080
Roy and Helen Hall Memorial Library	101 E. Hunt Street	McKinney 75069

May 1, 2021

Exhibit "A"

**Joint General and Special Election
Collin County Early Voting Locations, Dates and Hours**

Polling Place	Address	City
Scott Johnson Middle School	3400 Community Blvd.	McKinney 75071
Slaughter Elementary School	2706 Welford Street	McKinney 75070
Smith Library	300 Country Club Drive	Wylie 75098
St Paul Town Hall	2505 Butscher Block	Wylie 75098

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
April 18	April 19 Early Voting 8am - 5pm	April 20 Early Voting 8am - 5pm	April 21 Early Voting 8am - 5pm	April 22 Early Voting 8am - 5pm	April 23 Early Voting 8am - 5pm	April 24 Early Voting 8am - 5pm
April 25	April 26 Early Voting 7am - 7pm	April 27 Early Voting 7am - 7pm	April 28	April 29	April 30	May 1 Election Day 7am - 7pm

Exhibit "B"

May 1, 2021

Joint General and Special Election Collin County Election Day Vote Centers 7am - 7pm

Polling Place	Address	City
Aldridge Elementary School	720 Pleasant Valley Lane	Richardson 75080
Allen ISD Service Center	1451 North Watters Road	Allen 75002
Allen Municipal Courts Facility	301 Century Parkway	Allen 75013
Anna ISD Board Room	501 S. Sherley Avenue	Anna 75409
Armstrong Middle School	3805 Timberline Drive	Plano 75074
Bennett Elementary School	7760 Coronado Dr	McKinney 75070
Bethany Elementary School	2418 Micarta Drive	Plano 75025
Blue Ridge ISD Administration Building	318 W. School Street	Blue Ridge 75424
Bowman Middle School	2501 Jupiter Road	Plano 75074
Carpenter Middle School	3905 Rainier Drive	Plano 75023
Cockrill Middle School	1351 N Hardin Blvd	McKinney 75071
Collin College Frisco Campus	9700 Wade Blvd	Frisco 75035
Collin College Higher Education Center	3452 Spur 399	McKinney 75069
Collin College McKinney Campus	2200 W. University Drive	McKinney 75071
Collin College Plano Campus	2800 E. Spring Creek Parkway	Plano 75074
Collin College Wylie Campus	391 Country Club Road	Wylie 75098
Collin County Elections Office	2010 Redbud Blvd. Ste 102	McKinney 75069
Dowell Middle School	301 S. Ridge Road	McKinney 75072
Evans Middle School	6998 W. Eldorado Parkway	McKinney 75072
Fairview Town Hall	372 Town Place	Fairview 75069
Farmersville City Hall	205 S. Main Street	Farmersville 75442
Faubion Middle School	2000 Rollins Street	McKinney 75069
Frisco Fire Station #8	14700 Rolater Road	Frisco 75034
Gay Library	6861 W. Eldorado Parkway	McKinney 75070
Haggard Middle School	2832 Parkhaven Drive	Plano 75075
Hendrick Middle School	7400 Red River Drive	Plano 75025
Hunt Middle School	4900 Legendary Drive	Frisco 75034
Lovejoy ISD Administration Building	259 Country Club Road	Allen 75002
Lucas Community Center	665 Country Club Road	Lucas 75002
Maus Middle School	12175 Coit Road	Frisco 75035
McKinney Boyd High School	600 Lake Forest Dr	McKinney 75071
McKinney Fire Station #5	6600 Virginia Parkway	McKinney 75071
McKinney Fire Station #7	861 Independence Parkway	McKinney 75072
McKinney High School	1400 E. Wilson Creek Pkwy	McKinney 75069
McKinney North High School	2550 Wilmeth Road	McKinney 75071
Melissa City Hall	3411 Barker Avenue	Melissa 75454
Michael J. Felix Community Center-Room A & B	3815-E Sachse Raod	Sachse 75048
Miller Elementary School	5651 Coventry Drive	Richardson 75082
Murphy Community Center	205 N. Murphy Road	Murphy 75094
New Hope Town Hall	121 Rockcrest Road	New Hope 75069
Parker City Hall	5700 E. Parker Road	Parker 75002
Parr Library	6200 Windhaven Parkway	Plano 75093
Plano ISD Administration Center	2700 W. 15th Street	Plano 75075
Prosper Town Hall-Community Room	250 W. First Street	Prosper 75078

May 1, 2021

Exhibit "B"

Joint General and Special Election
Collin County Election Day Vote Centers 7am - 7pm

Polling Place	Address	City
Renner Frankford Library	6400 Frankford Road	Dallas 75252
Richardson Civic Center / City Hall	411 W. Arapaho Road	Richardson 75080
Robinson Middle School	6701 Preston Meadow Drive	Plano 75024
Rose Haggard Elementary School	17820 Campbell Road	Dallas 75252
Roy and Helen Hall Memorial Library	101 E. Hunt Street	McKinney 75069
Schimelpfenig Middle School	2400 Maumelle Drive	Plano 75023
Scott Johnson Middle School	3400 Community Blvd.	McKinney 75071
Shepton High School	5505 Plano Parkway	Plano 75093
Slaughter Elementary School	2706 Wolford Street	McKinney 75070
Smith Library	300 Country Club Drive	Wylie 75098
St Paul Town Hall	2505 Butscher Block	Wylie 75098
Terry Pope Administration Building	611 North FM 1138	Nevada 75173
Tom Muehlenbeck Recreation Center	5801 W. Parker Road	Plano 75093
Wilson Middle School	1001 Custer Road	Plano 75075

Important Note: *Eligible* Collin County registered voters (with an effective date of registration on or before May 1, 2021) may vote at any of the above Election Day Vote Center locations.

Collin County
Election Services Estimate
May 1, 2021 Joint General and Special Election

City of Sachse

Registered Voters 6,011
Percentage 0.34%

Summary of Costs	Units or Description	Cost Per Unit	Election Estimate	Election Actual	Your Estimate	Your Actual
Early Voting by Mail						
Kits - Mail Ballots	5,000	\$ 1.15	\$ 5,750.00		\$ 19.42	
Postage	5,000	\$ 0.88	\$ 4,400.00		\$ 14.86	
Paper Ballot Printing Services		\$ 0.31	\$ -		\$ -	
Paper Ballot Shipping (per box)		\$ 30.00	\$ -		\$ -	
Ballot Stock - BOD	5,000	\$ 0.10	\$ 500.00		\$ 1.69	
Category Subtotal			\$ 10,650.00		\$ 35.96	
General Election Expenses						
Mileage			\$ 500.00		\$ 1.69	
Van / Car Rental			\$ 6,000.00		\$ 20.26	
Election Night Receiving Cover			\$ 2,680.00		\$ 9.05	
Polling Place Rental			\$ -		\$ -	
Notice of Election			\$ 7,000.00		\$ 23.64	
Security - EV			\$ -		\$ -	
Security - ED			\$ -		\$ -	
Early Voting Ballot Board			\$ 1,950.00		\$ 6.58	
FICA - Election Workers			\$ 2,500.00		\$ 8.44	
County Employee/IT Overtime - EV			\$ 35,000.00		\$ 118.18	
Process Pollworker Checks - EV	5 per location	\$ 1.50	\$ 352.50		\$ 1.19	
Process Pollworker Checks - ED	5 per location	\$ 1.50	\$ 427.50		\$ 1.44	
Process Election Judge Notices	104	\$ 1.50	\$ 156.00		\$ 0.53	
Drayage Per Location - ED	57	\$ 50.00	\$ 2,850.00		\$ 9.62	
Drayage Per Location - EV	47	\$ 50.00	\$ 2,350.00		\$ 7.93	
Category Subtotal			\$ 61,766.00		\$ 208.56	
Programming						
Coding Servies			\$ 10,000.00		\$ 33.77	
Balotar Programming			\$ 450.00		\$ 1.52	
Category Subtotal			\$ 10,450.00		\$ 35.28	
Early Voting by Personal Appearance						
Election Judge OT - EV		\$ 21.00	\$ 283.50		\$ 0.96	
Alternate Judge OT - EV		\$ 19.50	\$ 253.50		\$ 0.86	
Clerk OT - EV	141	\$ 18.00	\$ 34,263.00		\$ 115.69	
ES&S Support Staff / Field Techs - EV	6 @30 for 10 days	\$ -	\$ 18,000.00		\$ 60.78	
Pick and Delivery of Supplies - EV	47	\$ 25.00	\$ 1,175.00		\$ 3.97	
Equipment Assembly - EV	47	\$ 50.00	\$ 2,350.00		\$ 7.93	
Category Subtotal			\$ 56,325.00		\$ 190.18	
Election Day						
ES&S Support Staff/Field Techs - ED	6 @30 for 14 hrs	\$ 30.00	\$ 2,520.00		\$ 8.51	
Pick up and Delivery of Election Supplies	57	\$ 25.00	\$ 1,425.00		\$ 4.81	
Equipment Assembly - ED	57	\$ 50.00	\$ 2,850.00		\$ 9.62	
Category Subtotal			\$ 6,795.00		\$ 22.94	
Tabulation						
Election Night Vendor Support	Per Election	\$ 10,000.00	\$ 10,000.00		\$ 33.77	
Notice of Inspection/Tabulation Test	Per Election	\$ 3,000.00	\$ 3,000.00		\$ 10.13	
Category Subtotal			\$ 13,000.00		\$ 43.90	

Collin County
Election Services Estimate
May 1, 2021 Joint General and Special Election

Exhibit "D"

Summary of Costs	Units or Description	Cost Per Unit	Election Estimate	Election Actual	Your Estimate	Your Actual
Supply Cost						
Ballots - Card Stock ExpressVote - EV	11,000	\$ 0.32	\$ 3,520.00		\$ 11.89	
Ballots - Card Stock ExpressVote - ED	10,000	\$ 0.32	\$ 3,200.00		\$ 10.80	
Kits - ED	57	\$ 19.00	\$ 1,083.00		\$ 3.66	
Kits - EV	47	\$ 19.00	\$ 893.00		\$ 3.02	
Kits - Provisional EV	47	\$ 38.10	\$ 1,790.70		\$ 6.05	
Kits - Provisional ED	57	\$ 38.10	\$ 2,171.70		\$ 7.33	
Polling Place Maps - EV	47	\$ 25.00	\$ 1,175.00		\$ 3.97	
Polling Place Maps - ED	57	\$ 25.00	\$ 1,425.00		\$ 4.81	
Signs Metal - ED	57	\$ 5.00	\$ 285.00		\$ 0.96	
Signs Wood - ED	5 per location	\$ 2.00	\$ 470.00		\$ 1.59	
Ballot Card Stock - Provisional - EV	50 per location	\$ 0.14	\$ 329.00		\$ 1.11	
Ballot Card Stock - Provisional - ED	50 per location	\$ 0.14	\$ 399.00		\$ 1.35	
Ballots - Sample - EV	50 per location	\$ 0.29	\$ 681.50		\$ 2.30	
Ballots - Sample - ED	50 per location	\$ 0.29	\$ 826.50		\$ 2.79	
Ballots - Sample All Race - EV	47	\$ 0.87	\$ 40.89		\$ 0.14	
Ballots - Sample All Race - ED	57	\$ 0.87	\$ 49.59		\$ 0.17	
Printer Labels - EV	47	\$ 5.00	\$ 235.00		\$ 0.79	
Printer Labels - ED	57	\$ 5.00	\$ 285.00		\$ 0.96	
Category Subtotal			\$ 18,859.88		\$ 63.68	
Equipment						
Cabinet Security - EV	47	\$ 200.00	\$ 9,400.00		\$ 31.74	
Cabinet Security - ED	57	\$ 200.00	\$ 11,400.00		\$ 38.49	
Computer Cabinet - EV	47	\$ 50.00	\$ 2,350.00		\$ 7.93	
Cabinet Drayage - EV	47	\$ 180.00	\$ 8,460.00		\$ 28.57	
Cabinet Drayage - ED	57	\$ 180.00	\$ 10,260.00		\$ 34.64	
DS200 Ballot Counter - EV	47	\$ 350.00	\$ 16,450.00		\$ 55.54	
DS200 Ballot Counter - ED	57	\$ 350.00	\$ 19,950.00		\$ 67.36	
ExpressVote - EV	9 per location	\$ 200.00	\$ 84,600.00		\$ 285.66	
Expres Vote - ED	9 per location	\$ 200.00	\$ 102,600.00		\$ 346.43	
ExpressTouch - EV	47	\$ 200.00	\$ 9,400.00		\$ 31.74	
ExpressTouch - ED	57	\$ 200.00	\$ 11,400.00		\$ 38.49	
Metal Signs	5 per location	\$ 1.00	\$ 520.00		\$ 1.76	
Wood Signs	104	\$ 2.00	\$ 208.00		\$ 0.70	
Category Subtotal			\$ 286,998.00		\$ 969.06	
Personnel						
Election Judge - EV		\$ 14.00	\$ 47,376.00		\$ 159.97	
Electino Judge - ED		\$ 14.00	\$ 9,576.00		\$ 32.33	
Alternate Election Judge - EV		\$ 13.00	\$ 43,992.00		\$ 148.54	
Alternate Electino Judge - ED		\$ 13.00	\$ 8,892.00		\$ 30.02	
Clerk - EV	3 per location	\$ 12.00	\$ 131,976.00		\$ 445.62	
Clerk - ED	3 per location	\$ 12.00	\$ 24,624.00		\$ 83.14	
Judge Delivery - EV	47	\$ 25.00	\$ 1,175.00		\$ 3.97	
Judge Delivery - ED	57	\$ 25.00	\$ 1,425.00		\$ 4.81	
Category Subtotal			\$ 269,036.00		\$ 908.41	
Total Estimated Cost			\$ 733,879.88		\$ 2,477.98	



Agenda Item Details

Meeting	Feb 01, 2021 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	1. Receive an update regarding the outdoor warning sirens upgrade.
Access	Public
Type	Information

Public Content

BACKGROUND

The city's outdoor warning sirens were in need of a complete electrical system upgrade. Goddard Enterprises was awarded the contract to perform the necessary upgrades by the City Council on October 5, 2020.

OVERVIEW

Now that the upgrade is complete, Chief Wade will provide an overview of the recently upgraded and enhanced system.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

There is no recommendation affiliated with this item. This is an update only.

Staff Presentation - Outdoor Warning Sirens Upgrade.pdf (471 KB)

Outdoor Warning Sirens Upgrade

City Council
February 1, 2021



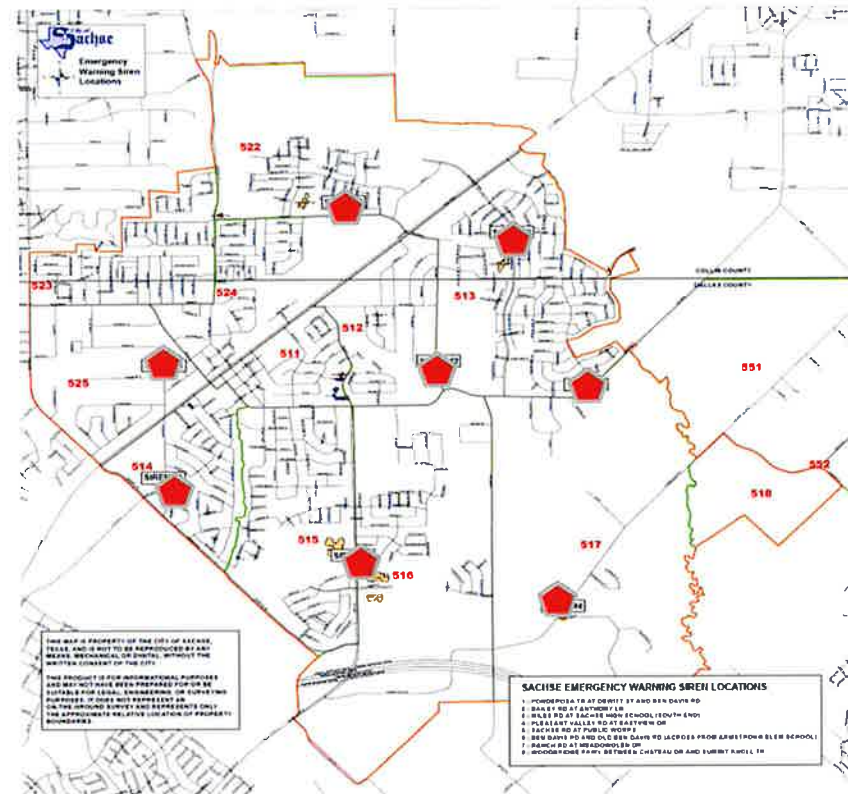
Overview

- Outdoor warning sirens overview
- The upgrade
- CommanderOne
- System analysis
- System activation
- Next steps/discussion



Outdoor Warning Sirens (OWS) Overview

- The City of Sachse has eight OWS
- Four Federal sirens
- Four American signal sirens



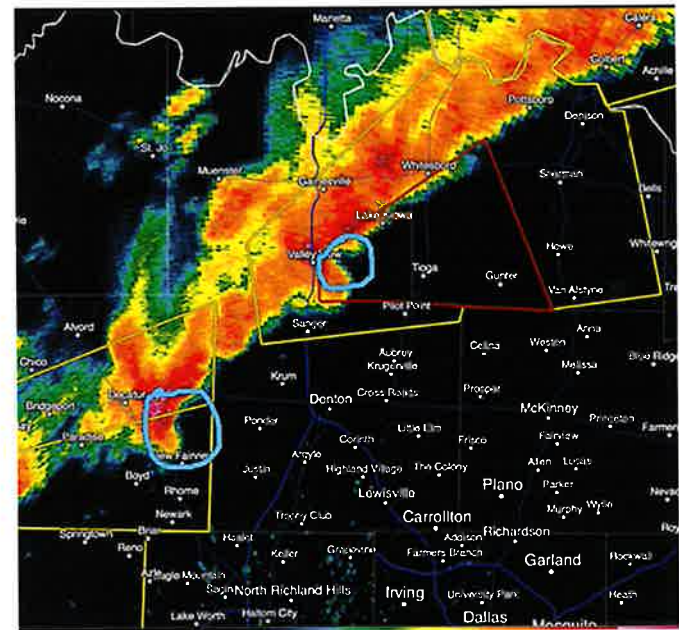
The Upgrade

- The mechanical sirens are functional and still in good shape
- All electrical components were replaced
 - All components designed for OWS
 - The upgrade included new cabinets and electrical enclosures
- Designated radio frequency
- Federal's CommanderOne Software was installed



Commander One Software

- 24/7 remote monitoring by City staff and Goddard
 - Automatic system error/failure notifications
 - All sirens linked into one network
- Multiple activation points
 - Mobile app, PC, Dispatch
 - NWS Polygon
 - Custom Polygon
- Nixle – Everbridge upgrade tie in availability



System Analysis

- Automatic scheduled system analysis and testing
 - Two daily systems checks – 7 AM & 7 PM
 - Growl test is performed 2nd, 3rd, 4th, & 5th Wednesdays at 1 PM
- Manual monthly testing
 - Dispatch runs a 90 second activation on the 1st Wednesday at 1 PM
 - This is a change to better align with our neighboring cities' siren tests
- Full access to remote analysis and testing
- Notifications
 - All system activation, analysis, and testing is acknowledged by notifications



System Activation

- Remote activation authority
 - Fire Chief, Police Chief, Deputy Fire Chief, Assistant Police Chief & 9-1-1 Communications Supervisor
- Activation criteria
 - National Weather Service (NWS) issues a tornado warning
 - NWS severe thunderstorm warning with winds 60+ mph
 - Hail of 1 inch or greater in diameter
 - As deemed necessary by City officials
- Automatic activation based on polygons
 - NWS tornado warning polygon touches our city limits



Next Steps/Discussion

- Activation criteria
 - Council thoughts/discussion regarding current activation criteria
 - NCTCOG recommends 70+ mph and hail 1.5+ inches in diameter (or 1.25+ inches, if special circumstances e.g., active large outdoor gatherings)
- Automatic activation based on polygons
 - Council thoughts/discussion regarding polygon limits (e.g. city limits, within two miles of city limits)



Discussion/Questions?





Agenda Item Details

Meeting	Feb 01, 2021 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	2. Consider an ordinance amending Chapter 9 of the City of Sachse Code of Ordinances titled "Traffic Regulations" by amending Section 9-6 titled "Parking" by adding a new Subsection B(8) to provide for a no parking area along Concord Drive and Remington Court.
Access	Public
Type	Action
Preferred Date	Feb 01, 2021
Absolute Date	Feb 01, 2021
Fiscal Impact	No
Budgeted	No
Recommended Action	Approve an ordinance amending Chapter 9 of the City of Sachse Code of Ordinances titled "Traffic Regulations" by amending Section 9-6 titled "Parking" by adding a new Subsection B(8) to provide for a no parking area along Concord Drive and Remington Court.
Goals	Meet the public safety needs of a growing citizen, student, and business population.

Public Content

BACKGROUND

Residents in the Hudson Crossing subdivision have concerns regarding the parking situation caused by the neighboring Domain at the One Forty apartment complex. The apartment residents and guests park in a manner that blocks and restricts turning onto Concord Drive from Remington Court. Vehicles are parking too close to the intersection of Remington Court, encroaching into cross walks, blocking vehicle access, and restricting pedestrian/vehicle visibility and turning at the intersection.

OVERVIEW

In order to provide a safer and clear entrance into the subdivision, staff recommends amending the parking restrictions on Concord Drive to allow better visibility and to allow vehicles to maneuver safely.

POLICY CONSIDERATIONS

This ordinance amends Chapter 9 of the City of Sachse "Traffic Regulations" Ordinance.

RECOMMENDATION

Staff recommends approval of this ordinance amendment.

[Staff Presentation - Concord Drive at Remington Parking Update.pdf \(645 KB\)](#)

[Ordinance Amending Chapter 9 No Parking Along Concord Northeast of Remington Court.pdf \(16 KB\)](#)

Parking Ordinance – Concord Drive at Remington Court

City Council

February 1, 2021



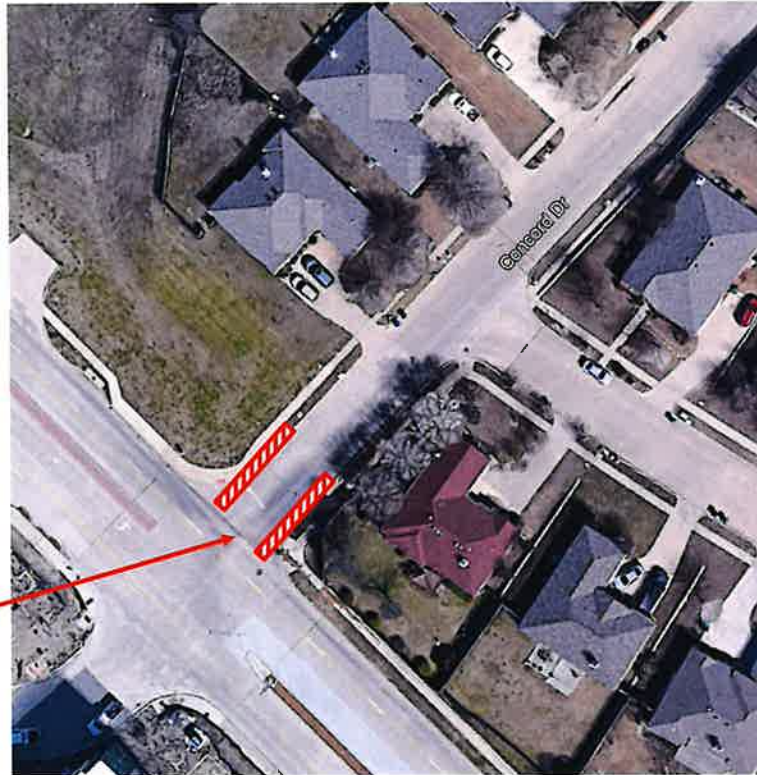
Project Location



Current Parking Restrictions

NO
STOPPING
STANDING
PARKING

Current No
Stopping, Standing,
or Parking Area



Background

- Residents in the Hudson Crossing subdivision have complained that residents of the Domain at The One Forty apartment complex are parked in a manner that blocks and restricts turning onto Concord Drive.
- In order to provide a safer and clear entrance into the subdivision, staff recommends amending the parking restrictions on Concord Drive to allow better visibility and to allow vehicles to maneuver safely.
- On October 5, 2020, Council approved an ordinance to restrict parking on Concord Drive within 40 ft. of the intersection with Bunker Hill Road.



Current Issue

- Vehicles are now parking in the intersection of Remington Court and Concord Drive visually blocking Concord Drive southbound traffic from motorists on Remington Court.
- Staff has discussed this with residents and proposes to further restrict parking on Concord Drive at Remington Court.
- Staff has reviewed other intersections in the area and no other parking restrictions are proposed at this time.



Current Issue



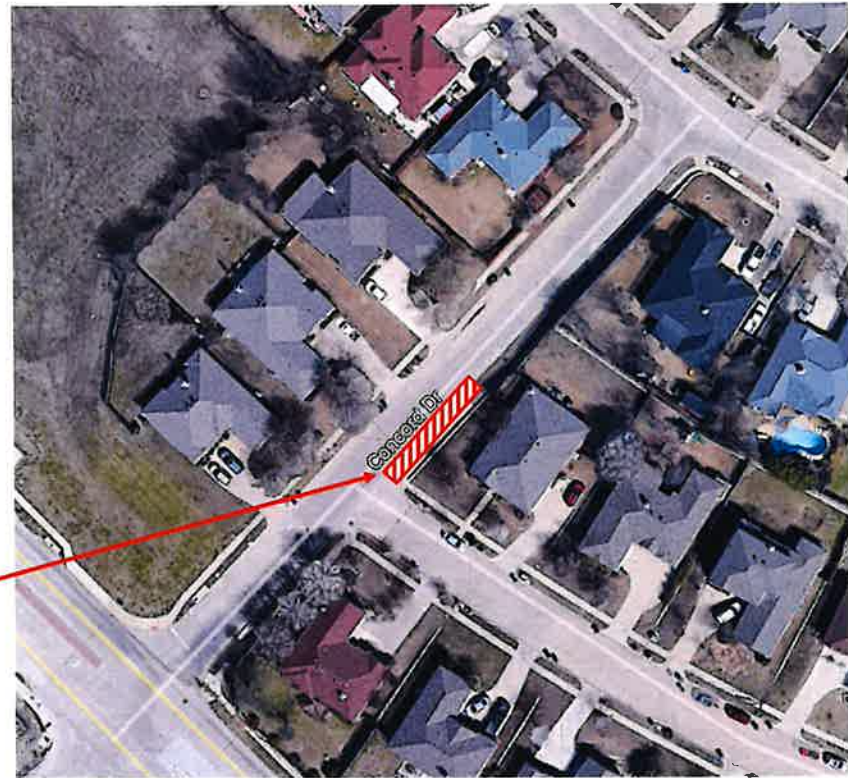
Proposed Restriction

Add restrictions to prohibit parking along the eastern curb (right) of Concord Drive from a distance of 50 feet northeast of the intersection of Remington Court.

NO
STOPPING
STANDING
PARKING

NO
PARKING
HERE TO
CORNER

No Stopping,
Standing, or
Parking Area



Discussion and Next Steps

- Objective is to restrict parking of vehicles near the intersection of Concord Drive and Remington Court.
- Improved safety and visibility for vehicles at intersection.
- Communication with residents about their concerns and thoughts for further restrictions have been acknowledged.
- Staff recommends approval of this Ordinance amendment.



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AMENDING THE SACHSE CODE OF ORDINANCES BY AMENDING CHAPTER 9 TITLED "TRAFFIC REGULATIONS" BY AMENDING SECTION 9-6 TITLED "PARKING" BY ADDING A NEW SUBSECTION B(8) TO PROVIDE FOR NO A PARKING AREA ALONG CONCORD DRIVE AND REMINGTON COURT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO HUNDRED (\$200.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that an amendment to the no parking zones regulations for the city is necessary in order to clarify where no parking is permitted.

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

SECTION 1. The Code of Ordinances, City of Sachse, Texas, be amended, by amending Chapter 9 titled Traffic Regulations, by amending Section 9-6 titled Parking, by adding a new subsection (B)(8), to read as follows:

**"CHAPTER 9
TRAFFIC REGULATIONS**

Sec. 9-6. Parking.

B. No parking areas. Certain areas or portions of the public streets described in this section have been, are hereby and shall hereafter be set apart, marked and designated as no parking for all vehicles owned by or operated by any person within said areas or portions of said public streets. The parking of any vehicle within any space within the designated area which is or shall be marked "No Parking" shall be prohibited on each and every day of the year between the hours of 12:01 a.m. and 12:00 midnight.

ADD

- (8) "It shall be unlawful for any person to stop, stand, leave, or park any motor vehicle along the eastern (right) curb along Concord Drive from a distance of 50 feet (50') northeast of the intersection with Remington Court."

SECTION 2. That all provisions of the Ordinances of the City of Sachse, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 4. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

SECTION 5. That any person violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Sachse as heretofore amended and upon conviction shall be punished by a fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense.

SECTION 6. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provides.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas on the _____ day of _____, 2021.

APPROVED:

Mike J. Felix
Mayor

DULY ENROLLED:

Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr.
City Attorney
(01-12-2021:TM 120079)



Agenda Item Details

Meeting	Feb 01, 2021 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	3. Considering authorizing the City Manager to enter into an agreement with Kimley-Horn and Associates, Inc. to include landscape architecture, engineering, and construction phase services with subconsultant allowances in the amount of one hundred and thirty-nine thousand, nine hundred dollars and zero cents (\$139,900.00).
Access	Public
Type	Action (Consent)
Budgeted	Yes
Budget Source	Municipal Development District Funds
Recommended Action	Authorize the City Manager to enter into an agreement with Kimley-Horn and Associates, Inc. to include landscape architecture, engineering, and construction phase services with subconsultant allowances in the amount of one hundred and thirty-nine thousand, nine hundred dollars and zero cents (\$139,900.00).

Public Content

BACKGROUND

At the August 13, 2020, Municipal Development District Board meeting, the MDD Board made a recommendation to City Council to use \$29,000 for a conceptual plan for J.K. Sachse Park and to earmark up to \$220,000 for the design and services of a consulting agency. City Council approved the 2020/2021 budget which included the Municipal Development District budget on September 8, 2020.

OVERVIEW

Kimley-Horn has prepared the attached design development and construction drawings for J.K. Sachse Park improvements for Phase 1 as shown on Exhibit A & B. This design was approved by both the MDD Board and Parks and Recreation Board on November 12, 2020, respectively. The City Council approved the design on December 7, 2020. Park improvements for Phase 1 will include an open-air pavilion, restroom facility, splash pad, sand volleyball courts, food truck parking, walking trails, entry monument sign, and specialty paving. Full design and construction documents for future phases will be provided in separate agreements.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Authorize the City Manager to enter into an agreement with Kimley-Horn and Associates, Inc. to include landscape architecture, engineering, and construction phase services with subconsultant allowances in the amount of one hundred and thirty-nine thousand, nine hundred dollars and zero cents (\$139,900.00).

Staff Presentation - JK Sachse Park.pdf (214 KB)

Kimley-Horn Agreement for Professional Services - JK Sachse Park.pdf (2,408 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.

J.K. Sachse Park

City Council

February 1, 2021



Background

- August 13, 2020 – Municipal Development District Board made a recommendation to City Council to use \$29,000 for a conceptual plan for J.K. Sachse Park and to earmark up to \$220,000 for the design and services of a consulting agency
- September 8, 2020 - City Council approved the 2020/2021



Background

- November 12, 2020 - MDD and Parks and Recreation Board approved the conceptual plan for J.K. Sachse Park improvements that included Phase 1 as shown in Exhibit A & B
- December 7, 2020 - City Council approved the conceptual plan for J.K. Sachse Park improvements that included Phase 1 as shown in Exhibit A & B
- Park improvements for Phase 1 will include an open-air pavilion, restroom facility, splash pad, sand volleyball courts, food truck parking, walking trails, entry monument sign, and specialty paving



Conceptual Plan for J.K. Sachse Park

EXHIBIT A - CONCEPTUAL PLAN



Next Steps

- Staff is here to request the City Council authorize the City Manager to enter into an agreement with Kimley-Horn and Associates, Inc. to include landscape architecture, engineering, and construction phase services with subconsultant allowances in the amount of one hundred and thirty-nine thousand, nine hundred dollars and zero cents (\$139,900.00).



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

This Agreement for Professional Services ("Agreement") is made by and between the City of Sachse, Texas ("City") and Kimley-Horn and Associates, Inc., a North Carolina corporation ("Professional") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to assist the City in the preparation of Design Development and Construction Drawings for Phase 1 of the improvements for J. K. Sachse Park (the "Project") on the terms and conditions set forth in this Agreement; and

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

NOW THEREFORE, in consideration of 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 This Agreement shall commence on the last date of execution hereof ("Effective Date") and continue until completion of the Project as set forth in the Contract Documents, 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
Scope of Service

2.1 Professional agrees to provide the services in accordance with the Scope of Services provided by Professional which are attached hereto as Exhibit "A". This Agreement shall include the following documents referred to as the "Contract Documents":

- (a) This Agreement; and

(b) Scope of Services provided by the Professional as set forth in Exhibit "A".

In the event of an inconsistency or conflict in any of the provisions of the Agreement the inconsistency or conflict shall be resolved by giving precedence first to this written Agreement, then to the Contract Documents in the order in which they are listed above.

2.2 The Professional shall perform the services: (i) with the professional skill and care ordinarily provided by competent professionals 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 professional.

2.3 Licenses. Professional represents to City that Professional possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Professional's services pursuant to this Agreement.

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

2.5 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. The 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. The 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.

Article III

Schedule of Work

The Professional agrees to commence work on the Project upon a Notice to Proceed from the City and to perform the required services in accordance with a schedule mutually agreed upon by the City and Professional. Any work performed or expenses incurred by Professional prior to Professional's receipt of a Notice to Proceed from the City shall be entirely at Professional's own risk.

Article IV

Compensation and Method of Payment

4.1 Professional will be compensated in an amount not to exceed One Hundred Thirty-Nine Thousand Nine Hundred Dollars (\$139,900.00) in accordance with the Task and Fee Summary set forth in Exhibit "A". Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charges for such service, reimbursable expenses, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein. The final payment of the compensation shall be made after satisfactory completion of the services following the City acceptance of the study, report, recommendation or other work and deliverables set forth in the Contract Documents.

4.2 Unless otherwise provided in the Contract Documents the Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

4.3 The hourly rates set forth in the Contract Documents, if any shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

Article V

Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The Professional shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Contract Documents. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder and shall not otherwise be reimbursed by the City unless otherwise provided herein.

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

5.4 The Professional shall submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI Miscellaneous

6.1 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.

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

6.3 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.

6.4 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 Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

6.6 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.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, 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 Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the 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.

6.8 Right-of-Access. The Professional shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Professional will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Contract Documents.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, 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 or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City:

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

With a copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201
Phone: 214.965.9900

If intended for Professional:

Kimley-Horn and Associates, Inc.
Attn: Eric Z. Smith
Assistant Secretary
13455 Noel Road, Two Galleria Tower
Suite 700
Dallas, Texas 75240
Phone: 972-770-1300

6.10 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a commercial general liability policy of insurance for bodily injury, death and property damage including the property of the City, its council, officers, contractors, agents and employees (collectively referred to as the "City") insuring against all claims, demands or actions relating to the work and services provided by the Professional pursuant to this Agreement with a minimum limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations; (ii) an umbrella/excess liability policy of \$2,000,000.00; (iii) automobile liability insurance covering all vehicles owned, non-owned and hired and/or operated by Professional, its officers, agents, independent contractors and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and

property damage; (iv) statutory Worker's Compensation and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; and (v) Professional Liability with policy limit of not less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, covering negligent acts, errors and omissions by Professional, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement. Such professional liability insurance shall be annually renewed and remain in effect for not less than twenty-four (24) months after substantial completion of the services.

- (b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its council, officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Consultant shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. All policies must be written on a primary basis, non-contributory with any insurance coverage and/or self-insurance maintained by the City.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Professional shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Professional by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this contract as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If during the contract period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City of Sachse.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform the City of Sachse of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.12 Indemnification. **PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).**

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS.

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.

6.13 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.

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

6.15 Prohibition of Boycott Israel. Professional verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This section does not apply if the Professional is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the 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 _____, 2021.

City of Sachse, Texas

By: _____
Gina Nash, City Manager

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(01-26-2021;TM 120326)

EXECUTED this _____ day of _____, 2021.

Kimley-Horn and Associates, Inc.

By: _____
Name: _____
Title: _____

EXHIBIT "A"
Scope of Services

December 18, 2020

Mr. Lance Whitworth
Parks and Recreation Director
City of Sachse
3815-B Sachse Road
Sachse, TX 75048

**Re: Agreement for Landscape Architecture and Civil Professional Services
J.K. Sachse Park Phase 1 Design
Sachse, TX**

Dear Mr. Whitworth:

Kimley-Horn and Associates, Inc. ("KH" or the "Consultant"), is pleased to submit this letter agreement (the "Agreement") to the City of Sachse ("the Client") for certain professional services. This agreement may be signed in the section entitled "AUTHORIZATION".

PROJECT UNDERSTANDING

J.K. Sachse Park is a 3-acre site located along Ranch Road. The client has requested civil and landscape architecture services for the park.

This Agreement is to prepare Design Development and Construction Drawings for the park improvements for Phase 1 as shown on Exhibit A & B approved by City Council on December 7th, 2020. Park improvements will include an open-air pavilion, restroom facility, splash pad, sand volleyball courts, food truck parking, walking trails, entry monument sign, and specialty paving. Full design and construction documents for future phases will be provided under separate Agreements.

A table summarizing our proposed scope of services, by task, is provided below. The table includes projected fees and fee type. Only tasks with accompanying fees are included in our proposed scope of services. The tasks are organized in the order they are typically performed. Detailed descriptions of each task are provided later in this agreement, as are the notes and assumptions upon which our scope and fee are based.

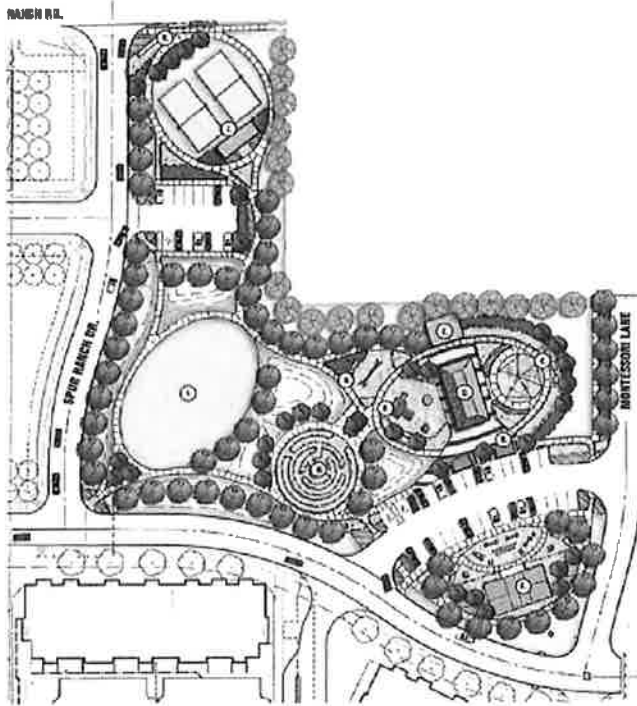


EXHIBIT A - CONCEPTUAL PLAN

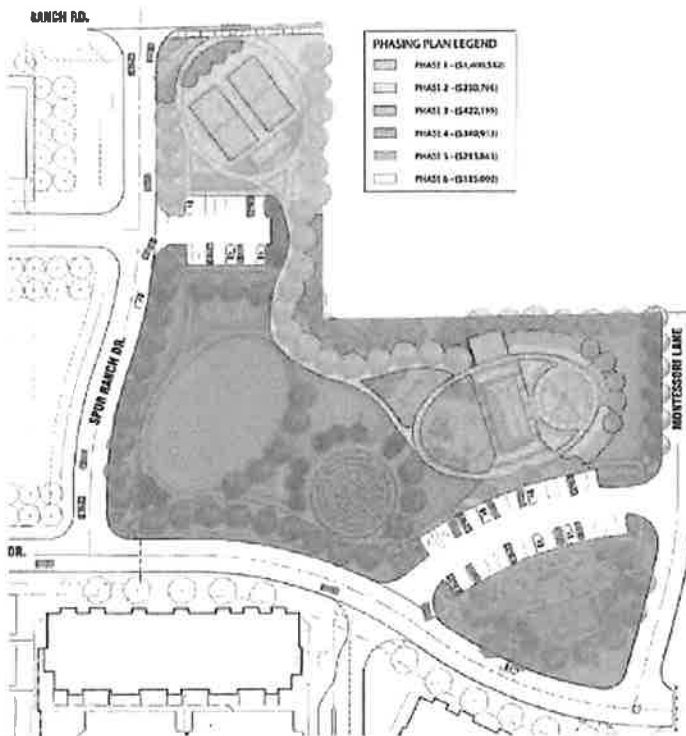


EXHIBIT B - PHASING PLAN

TASK AND FEE SUMMARY

Landscape Architecture Services

Task 101	Design Development	\$7,000 (LS)
Task 102	Landscape Construction Documents	\$12,500(LS)
Task 103	Irrigation Plan	\$3,000 (LS)
Task 104	Meetings and Project Coordination (Landscape)	\$15,000 (HR)
		Subtotal \$37,500

Site Civil Engineering Services

Task 201	Topographical Survey (Entire Site)	\$7,000 (LS)
Task 202	On-Site Civil Engineering	\$19,500 (LS)
Task 203	Franchise Utility Coordination	\$2,000 (LS)
Task 204	Park Lighting and Power Design	\$12,500 (LS)
Task 205	Meetings and Project Coordination (Civil)	\$5,000 (HR)
		Subtotal \$46,000

Construction Phase Services

Task 301	Bidding Assistance (Landscape)	\$4,000(HR)
Task 302	Construction Phase Administration (Landscape)	\$12,000 (HR)
Task 303	Construction Phase Services (Civil)	\$5,000 (HR)
Task 304	Construction Meetings and Site Visits (Landscape)	\$10,000 (HR)
		Subtotal \$31,000
		Total \$114,500

Subconsultant Allowances

Task 401	Geotechnical Report (CMJ Engineering)	\$6,700 (LS)
Task 402	Plug Monitoring Well (Required by TCEQ) (Braun Intertec)	\$3,500 (LS)
Task 403	Structural Engineering (Alpha Consulting)	\$8,700 (LS)
Task 404	Monument Sign Structural Design (Urban Structures)	\$4,000 (LS)
Task 405	Accessibility Review (Fred Cawyer)	\$2,500 (LS)
		Total \$25,400

Grand Total \$139,900

Fee Types:

LS = Lump Sum Fee

HR = Hourly Fee Budget Estimate. Actual fee depends on effort expended.

Expenses:

All other reimbursable expenses will be invoiced at cost plus a markup of 15.00%

TASK DESCRIPTIONS

LANDSCAPE ARCHITECTURAL SERVICES

Task 101 Design Development \$7,000 (LS)

Based on authorization from the City, and approved design and budget parameters defined in the Master Plan and Conceptual Design phase (completed under a separate Agreement), Consultant will develop Design Development Plans for the park. The Design Development plans will show layout and details for review and preliminary pricing, but they will not include adequate detail for construction. The Design Development plans are intended to guide the design, planning, and programming of the project, and are to be used by the City to develop an approximate construction cost.

This task includes one submittal with the following:

- 100% Design Development plan set (B&W) in digital (PDF) format and up to two (2) full size 24x36 printed copies.
- Project manual with preliminary outline of technical specifications in digital (PDF) format and up to two (2) printed copies.
- Opinion of Probable Construction Cost (OPCC) to assist City with budget planning

Consultant will incorporate input received for these plans in the Construction Documents Phase (Task 102). Meetings and presentations will be billed in Task 104

Task 102 Landscape Construction Documents \$12,500 (LS)

Based on the approved plans and project budgets from the Design Development plans (Task 101), Consultant will prepare a final construction set for the park based on pricing data and City led direction. The construction documents will consist of the following:

Cover Sheet: Showing sheet index, project location map, contact information, and plan submittal and review log.

General Notes, Project Specifications, and Materials Legend: Showing general notes related to proposed construction based on jurisdictional standards.

Hardscape Plans and Layout Plans: Showing site hardscape materials and specifications, as well as dimensional control and layout for proposed hardscape.

Fine Grading: Showing spot elevations within landscape and hardscape areas. Landscape and hardscape areas consist of sidewalks, plazas, and planting beds. Retaining walls over 2' are not anticipated for this project, should retaining walls over 2' in height be needed to accomplish the grading, they will be shown with proposed top and toe elevations in a "wall zone". Proposed landscape drains will be shown with rim elevations and reference civil storm sewer plans for pipe connections at the edge of the landscape areas.

Planting Plans: Showing plant species, sizes, and location with associated details for canopy trees, ornamental trees, shrubs and groundcover, and turf.

Landscape and Hardscape Details: Will consist of details, sections, and elevation views. Certain submittals, shop drawings, samples, cut sheets and mockups will be listed for approval by Landscape Architect.

Necessary storm sewer, water, and sanitary sewer connections for the proposed improvements will be provided by Consultant under Civil Task 202.

This task includes the following submittals:

- 95% Construction Document plan set (B&W) in digital (PDF) format and up to two (2) full size 24x36 printed copies.
- 100% Construction Document plan set (B&W) in digital (PDF) format and up to five (5) full size 24x36 printed copies.
- Project manual with technical specifications in digital (PDF) format and up to two (2) printed copies included with 100% set
- Opinion of Probable Construction Cost (OPCC) to assist City with budget planning

This set will include response to one (1) round of ordinary and reasonable revisions after the 95% set, based on review comments from the City. This task does not include revisions necessitated by significant site layout changes directed by the City or its representatives. Revisions beyond this set will be considered an additional service. Meetings and presentations will be billed in Task 104.

Task 103 Irrigation Plan \$3,000 (LS)

Irrigation plans will be prepared upon City approval of the landscape and hardscape construction documents. The Irrigation plans will show head layout, pipe sizing, controller/valve locations, and standards details. The City will specify preferred irrigation equipment brand (Toro, Hunter, Weathermatic, or Rainbird) prior to initiation of the irrigation design.

Task 104 Meetings and Project Coordination (Landscape) \$15,000 (HR)

Kimley-Horn can be available to attend design team meetings, City meetings, Parks Board meetings, and/or conference calls, coordination with project sub-consultants, and other project related meetings not listed in previous task items. This task includes up to fifty (75) hours of Kimley-Horn meeting effort. Should additional meetings or coordination be required, this effort will be billed on an hourly basis in addition to the amount provided above at the then current hourly rate schedule.

SITE CIVIL ENGINEERING SERVICES

Task 201 Topographic Survey \$7,000 (LS)

KHA will prepare a Topographic Survey of Lot 1, Block A of Ranch Road Tract, Lots 1-6, Block A, situated in the James Cumba Survey, Abstract No. 243, City of Sachse, Collin County, Texas, and shown on the attached exhibit. This survey will be based on a nominal 50' grid system, including grade breaks, on-site paving up-to adjoining curbs, visible signs of on-site utilities, including flow lines of accessible utilities, DigTESS markings, and locations of trees 6 inches and larger. Kimley-Horn will prepare an electronic map showing existing contour lines at 1' intervals and existing visible on-site improvements. The information will be tied to existing control points and City of Sachse benchmark system.

Task 202 On-Site Civil Engineering**\$19,500 (LS)**

Kimley-Horn will prepare civil engineering construction plans for the proposed improvements shown on the conceptual site plan. It is our understanding that water, sanitary sewer and storm sewer are available to connect to on or adjacent to the site. Off-site utility design is not included in this Agreement.

The plan set will consist of the following sheets:

- Cover Sheet
- General Notes Sheet
- Dimension/Horizontal Control Plan
- Paving Plan
- Grading Plan
- Water and Sanitary Sewer Plan and Profiles (as required)
- Drainage Area Map
- Storm Drainage Plan and Profile
- Erosion Control Plan
- Construction Details

These sheets will be prepared and inserted into the overall construction plan set that includes additional sheets prepared under separate Tasks. An Opinion of Probable Construction Cost (OPCC) for the civil improvements will be provided.

This task does not include offsite utility design, selection and design of retaining wall systems, traffic control plans, or SWPPP. These plans are intended to be for Phase 1, therefore phasing of these plans is not included in this task.

Task 203 Franchise Utility Coordination**\$2,000 (LS)**

Kimley-Horn will provide assistance to the City to arrange franchise utility service (electric) for the project. Design of franchise utilities will be by the franchise utility companies. Consultant will coordinate locating these utilities on the site utility plan as they relate to the storm drain, water, and sanitary sewer layouts.

Task 204 Park Lighting and Power Design**\$12,500 (LS)**

Kimley-Horn will provide a power plan for the lighting, outlets and other electrical equipment at J.K. Sachse Park. This assumes a new electrical service is required for the park, power requirements for the splash pad, and for the restroom facility will be provided to Kimley-Horn by the equipment supplier.

The power plan will include the following:

- Light layout and design showing light locations for the lights around the restroom and pavilion area, north side of the parking lots and the monument sign. Light locations for the parking lots will be based on the photometric layout. Other lighting locations will be based on landscaping plans.
- Photometric analysis of the parking lot. Signage, landscape or architectural lighting will not be modeled in the photometrics.

- Lighting control scheme as coordinated with the City. Lighting control scheme will be limited to an on/off control. Color changing or dynamic scenes are excluded from this scope.
- Conduit routing with cable fill.
- Power connections to new lights including signs and landscape lights, irrigation controller, food trucks, splash pads and other equipment.
- Lighting and power design for the pavilion structure.
- Lighting and power design for the restroom facility.
- Electrical details for power connections.
- Panel Schedule.
- Coordination and connection to the electrical service.
- Electrical plans: 90% and Issued for Bid submittals for review by the City.
- Electrical specifications (Division 26) required for the design in CSI format will be submitted with the electrical plans.

This task does not include any other task not specifically noted above.

Kimley-Horn will provide Construction Drawings, Construction Specifications and an OPCC for this task.

Task 205 Meetings and Project Coordination (Civil) \$5,000 (HR)

Kimley-Horn will attend meetings with the City and design team to the extent requested by the City and budgeted for in this agreement. The fee for this task assumes twenty-five (25) hours of effort will be required. If effort is anticipated to exceed this approximation, the City will be informed, and additional effort will be billed at an hourly rate per the Kimley-Horn standard hourly rates.

CONSTRUCTION PHASE SERVICES

Task 301 Bidding Assistance (Landscape) \$4,000 (HR)

Consultant will provide bid forms on the City's template or standard form, for distribution to the general contractors and assist the City in reviewing pricing and bids during the Bidding phase. This includes reviewing material and labor costs and responding to general contractor and subcontractor RFI's. Consultant will participate in one (1) pre-bid meeting with the City and Contractors, and one (1) bid opening meeting with the City. This task includes up to twenty (20) hours of Consultant effort, additional effort beyond will be considered an additional service.

Task 302 Limited Construction Phase Services (Landscape) \$12,000 (HR)

Consultant will provide limited construction phase services for the landscape architecture portions of the project, as directed by the City. The scope of services listed below will be provided as part of the construction phase services. The budgeted fees for Task 302 are based upon approximately sixty (60) hours of effort. Any additional effort beyond the specified amount will be billed to the City hourly, according to the current Consultant rates, as authorized by the City or its representatives. Site Visits and Construction meetings will be included in Task 304. Consultant can provide the following construction phase services:

Request for Information (RFI): Consultant will respond to Contractor requests for information and issue clarifications and interpretations of the Contract Documents to City within this fee. Any authorization of variations from the Contract Documents will be made by City. Additional RFI requests will be considered additional services.

Submittals and Shop Drawing Review: Consultant will review material submittals and material cut sheets Shop Drawings, Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents.

Change Orders: Consultant may recommend Change Orders to City and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

Disagreements between City and Contractor: Consultant will, if requested by City, render written decision on claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Applications for Payment: Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to City, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation.

By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to City free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid.

Limitation of Responsibilities: Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of its subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor. Consultant is not responsible for any duties assigned to the design professional in any construction contract that are not expressly provided for in this Agreement.

Task 303 Limited Construction Phase Services (Civil) \$5,000 (HR)

Consultant will provide limited construction phase services specifically stated below:

Bid Document Preparation and Contractor Notification. Consultant will issue bid packages for the submittal of quotations to perform the work and conduct pre-bid meetings with potential bidders. Consultant will tabulate the bids received and evaluate compliance of bids with the bidding documents. Consultant will prepare a written summary of this tabulation and evaluation. If requested, Consultant will notify the selected Contractor.

Pre-Construction Conference. Consultant will conduct [or attend] a Pre-Construction Conference prior to commencement of construction activity.

Visits to Site and Observation of Construction. Consultant will make visits as directed by Client in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the work.

Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

Recommendations with Respect to Defective Work. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of its observations, Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.

Clarifications and Interpretations. Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.

Change Orders. Consultant may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples. Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.

Substitutes and "or-equal." Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents.

Inspections and Tests. Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws or the Contract Documents. Consultant's review of certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.

Disagreements between Client and Contractor. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith.

Applications for Payment. Based on its observations and on review of applications for payment and supporting documentation, Consultant will determine amounts that Consultant recommends Contractor be paid. Such recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

Substantial Completion. Consultant will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant.

The budgeted fees for the Task are based upon approximately 20 hours of effort.

Task 304 Construction Meetings and Site Visits (Landscape) \$10,000 (HR)

Construction Meetings: Consultant will prepare for and attend meetings, conference calls, site visits, and/or coordination efforts as requested by the City and General Contractor during the construction phase of the project, to the amount budgeted for in this Agreement. This task includes presentations and coordination meetings, as well as meetings on and offsite with City staff and critical stakeholders during the Construction phase. Construction meetings will be scheduled and managed by the general contractor.

Site Visits: Consultant will visit the site to observe construction of improvements designed by Consultant. Visits will be periodic, and observations will not be exhaustive or extend to every aspect of

Contractor's work in progress. Consultant shall not, during such visits or as a result of such observations supervise, direct, control, influence, or have responsibility over Contractor's work. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents or permits. Consultant will produce Field Reports of observations for distribution to City for project record.

The Consultant will attend meetings and/or field visits during construction as needed, not to exceed fifteen (15) construction meetings or field visits by Consultant staff. This task will also include two (2) punch list visits at the end of construction. Consultant will attend one (1) tree tagging and nursery visit if requested by the Client. Additional site visits and meetings beyond those described and budgeted for in this task will be considered an additional service. The extent of the effort required for meetings and site visits in this task is unknown, and fees for this task will be billed hourly.

SUBCONSULTANTS

Task 401 Geotechnical Report \$6,700 (LS)

Consultant will obtain a geotechnical report (by subconsultant) that includes foundation design recommendations for the restroom facility, pavilions (main & volleyball), playground, and splash pad. This will include up to five (5) borings on the proposed site of the park.

Task 402 Plug Monitoring Well (Required by TCEQ) \$3,500 (LS)

There is an existing monitoring well on the project site that has received a Certificate of Completion from the Texas Commission on Environmental Quality (TCEQ) as part of a previous environmental study done on the property. The monitoring well is in direct conflict with the proposed improvements and must be removed. Based on the closure of the site and that there are no further monitoring requirements, the TCEQ approved the request to plug and abandon the monitoring well. TCEQ requires the submittal of the information documenting the proper plugging and abandonment of the well.

Consultant will remove and plug/abandon the monitoring well and submit the required documentation to TCEQ and the Texas Department of Licensing and Regulation (TDLR).

Task 403 Structural Engineering \$8,700 (LS)

Consultant will design and provide structural engineering design services for the pavilion super structure and foundation, and foundations for light poles and restroom facility. Structural Engineering will be based on geotechnical recommendations, to be provided as part of Task 401. This task excludes structural engineering for the splash pad, playground, and other scope not defined at this time.

Task 404 Monument Sign Structural Design \$4,000 (LS)

Consultant will design and provide structural engineering design services for the monument sign. Structural Engineering will be based on geotechnical recommendations, to be provided as part of Task 401. This task excludes structural engineering for the splash pad, playground, items listed in Task 403 and other scope not defined at this time.

Task 405 Accessibility Review**\$2,500 (LS)**

Consultant will utilize a subconsultant that is a Registered Accessibility Specialist (RAS) for the purposes of reviewing the plans, for conformance with published Texas Accessibility Standards (TAS). Consultant will use Cawyer & Associates Consulting LLP for the TDLR required plan review and project inspection. Consultant will coordinate with the RAS for project registration with the Texas Department of Licensing and Regulation (TDLR), and project inspection, upon completion of construction. Consultant will exercise the professional standard of care to prepare plans to conform to TAS and will make one (1) round of revisions to the plans based on comments received from the RAS. Inspection and registration fees for TDLR are included in this fee; however, submittal fees to TDLR are not included and will be paid by the Client.

OUR SCOPE AND FEE ARE BASED ON THE FOLLOWING

- 1 Fees are to perform each task one time. This Agreement does not include any effort to address revisions for jurisdictional permitting.
- 2 Consultant's scope of services terminates at the property line and / or the existing curb of the property except for connections to the existing utilities as defined in the subject Site of this Agreement.
- 3 Consultant's services will be performed in general accordance with current published City design standards.
- 4 Effort resulting from changes to the site plan or utility design after commencement of Consultant's work will be additional services.
- 5 Private utility information (gas, electric, cable, and telephone) will be shown on the plan for reference only if provided by the appropriate entities in a timely manner. Design of franchise utilities is beyond the scope of this agreement.
- 6 Inspections and Certifications during construction, if required, will be performed by others and are beyond the scope of this agreement, unless specifically defined in this agreement.
- 7 Design of building lighting and signage, including life safety signage, is beyond the scope of this Agreement.
- 9 Consultant shall be permitted to make such corrections or interpretations as may be necessary for the fulfillment of the intent of the Contract Documents. The City shall not allow the contractor to take advantage of any apparent errors, omissions or discrepancies in the drawings or specifications. In case of any errors, omissions or discrepancies in the drawings or specifications, the City shall direct the contractor to promptly submit the matter to the City before the improvements are built. The City shall promptly make a determination and issue the necessary instructions to the contractor in writing. Any adjustment by the contractor without this determination and instructions shall be at the contractor's own risk and expense. The Work is to be made complete as intended by the Contract Documents.
- 10 The property is zoned to allow the intended use. Changes to the zoning and/or requests for variances or special use permits will not be required.
- 11 The adjacent water, wastewater, and storm sewer mains are adequate in size to serve the proposed use and no offsite extensions or improvements will be required. No design or study of offsite improvements to water, wastewater, roadways, traffic signals, or any other utility or improvement is known at this time and is therefore excluded.
- 12 The site development is not anticipated to impact United States Army Corps of Engineers jurisdictional areas or other Environmentally Sensitive Areas.
- 13 Traffic control plans, if required, will be prepared by the Contractor or others and is not part of Consultant's scope.
- 14 Detention of the site's runoff will not be required. No storm water quality design will be required.
- 15 A Traffic Impact Analysis will not be required.
- 16 Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of Kimley-Horn, the client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.

FEE TYPES, EXPENSES, BILLING, STANDARD PROVISIONS

Lump Sum (LS) tasks will be invoiced based on the percent completion of the tasks. Hourly (HR) tasks will be invoiced according to the hourly rate schedule in effect at the time services are provided. Actual invoiced amounts for Hourly (HR) tasks will be based on the effort expended.

Other Reimbursable Expenses: Direct reimbursable expenses such as FedEx, couriers, print-shop reproduction, travel, and other direct expenses will be billed at cost plus the markup as shown in the Task and Fee Summary Table.

All permitting, application, recording, and similar project fees will be paid directly by the City.

Project billing will be monthly, and payment will be due within 25 days.

The Consultant is not a Contingent Partner in this project. As such the Consultant will be paid in full for all Professional Services rendered.



Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Analyst	\$115 - \$185
Professional	\$165 - \$215
Senior Professional I	\$185 - \$260
Senior Professional II	\$250 - \$275
Senior Technical Support	\$120 - \$200
Support Staff	\$85 - \$125
Technical Support	\$75 - \$105

Effective through June 30, 2021

Subject to periodic adjustment thereafter



Agenda Item Details

Meeting	Feb 01, 2021 - City Council Combined Meeting
Category	F. Regular Agenda Items
Subject	4. Receive an update regarding actions taken by the City as a result of the COVID-19 pandemic and any future measures that may be necessary including city operations and facilities, public safety, financial employee impact, and the CARES Act.
Access	Public
Type	Discussion, Information

Public Content