



# City of Sachse, Texas

## Meeting Agenda

### City Council

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Monday, February 1, 2016

7:30 PM

Council Chambers

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

The City Council of the City of Sachse will hold a Regular Meeting on Monday, February 1, 2016, at 7:30 p.m. in the Council Chambers at Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas to consider the following items of business:

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

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

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

**1. CONSENT AGENDA.**

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

[16-3208](#) Approve the minutes of the January 18, 2016 workshop meeting.

**Attachments:** [01.18.16 Minutes Workshop](#)

[16-3219](#) Approve the minutes of the January 18, 2016 regular meeting.

**Attachments:** [01.18.16 Minutes](#)

[16-3216](#) Consider a contract with KCK Utility Construction for Emergency Sewer Repair.

**Attachments:** [Resolution - Agreement](#)

[Exhibit A Project Map](#)

[Exhibit B - Site and Project Photos](#)

[16-3210](#) Consider approval of the Monthly Revenue and Expenditure Report for the period ending December 31, 2015.

**Attachments:** [GF 12-31-15](#)  
[UF 12-31-15](#)  
[DS 12-31-15](#)  
[SEDC 12-31-15](#)  
[Sales Tax Analysis Feb 2016](#)

[16-3209](#) Consider approval of an ordinance calling the May 7, 2016 City Council General Election.

**Attachments:** [Election Ordinance](#)

[16-3218](#) Consider approval of a purchase order to TX Services in the amount of \$45,601.00 for replacement of Opticom Emergency Vehicle Pre-emption equipment at seven street intersections in the City of Sachse, Texas, through the Buy Board Purchasing Cooperative, #432-13.

**Attachments:** [TX Services Buy Board Quote 1.27.16](#)

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

[16-3213](#) Proclamation declaring the week of February 15, 2016 Wylie ISD Education Foundation Week.

**Attachments:** [Proclamation](#)

[16-3214](#) Proclamation recognizing Boy Scout Troop Pack 243.

**Attachments:** [Proclamation](#)

## **3. CITIZEN INPUT.**

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

## **4. REGULAR AGENDA ITEMS.**

[16-3215](#) Consider President George Bush Tollway Sewer Line Agreement, an agreement by and between the Sachse Economic Development Corporation and City of Sachse, Texas, acting by and through their respective authorized representatives.

**Attachments:** [Presentation](#)  
[City Economic Development Agreement-PGBT](#)  
[EDC Resolution](#)  
[TIF Resolution](#)  
[Trull Foundation Resolution](#)

[16-3205](#) Consider a resolution awarding the construction of the 3rd Sanitary Sewer Connection to Garland construction project to Wilson Contractor



Services, LLC in the amount not to exceed two million seventy-eight thousand eight hundred twenty-four dollars and ninety cents (\$2,078,824.90); authorizing its execution by the City Manager; and providing an effective date.

**Attachments:** [Presentation](#)

[Resolution](#)

[Exhibit A - Project Map](#)

[Exhibit B - Resolution for Garland ILA](#)

[Exhibit C - Garland Bid Tabulation - Sachse Sewer](#)

[Exhibit D - Sachse Bid Tabulation](#)

[16-3211](#)

Consider a resolution approving the terms and conditions of an agreement and first addendum thereto, by and between the City of Sachse, Texas, and Zambelli Fireworks Manufacturing Co. for a fireworks display on July 2, 2016, at Heritage Park.

**Attachments:** [Presentation](#)

[Resolution](#)

[Addendum to Agreement](#)

[TX-Sachse City of 7-2-16 contract15000](#)

[TX-Sachse City of 7-2-16 contract20000](#)

[16-3190](#)

Discuss and consider an ordinance of The City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 4 titled "Business Regulation" by adding a new section 4-15 titled "Special Events" to provide regulations and requirements for Special Events within the City.

**Attachments:** [Presentation](#)

[Ordinance](#)

[Application for Special Event](#)

## 5. EXECUTIVE SESSION.

[16-3194](#)

The City Council will convene into Executive Session pursuant to Texas Government Code, Section 551.071(2) to consult with the City Attorney to seek legal advice regarding the proposal to designate a portion of Pleasant Valley Road as a no truck route and legal authority to establish speed limits for Pleasant Valley Road.

Consider any action necessary as a result of Executive Session.

## 6. ADJOURNMENT.

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

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

As authorized by Section 551.072(2) of the Texas Government Code, this meeting 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.

Posted: January 29, 2016; 5:00 p.m.

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Michelle Lewis Sirianni, City Secretary

If you plan to attend this public meeting and you have a disability that requires special arrangements, please contact Michelle Lewis Sirianni, City Secretary, at (972) 495-1212, 48 business hours prior to the scheduled meeting date.



# City of Sachse, Texas

## Legislation Details (With Text)

**File #:** 16-3208      **Version:** 1      **Name:** January 18, 2016 Council workshop minutes.  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 1/25/2016      **In control:** City Council  
**On agenda:** 2/1/2016      **Final action:**  
**Title:** Approve the minutes of the January 18, 2016 workshop meeting.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [01.18.16 Minutes Workshop](#)

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

### Title

Approve the minutes of the January 18, 2016 workshop meeting.

### Background

Minutes of the January 18, 2016 workshop meeting.

### Policy Considerations

None.

### Budgetary Considerations

None.

### Staff Recommendations

Approve the minutes of the January 18, 2016 workshop meeting.

**CITY COUNCIL OF THE CITY OF SACHSE**  
**WORKSHOP MEETING MINUTES**  
**JANUARY 18, 2016**

The City Council of the City of Sachse held a workshop meeting on Monday, January 18, 2016 at 6:30 p.m. at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Mayor Pro Tem Brett Franks, Council Members Charlie Ross, Paul Watkins, Bill Adams, Jeff Bickerstaff, and Cullen King. City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; Director of Public Works and Engineering, Greg Peters; Community Development Director, Dusty McAfee; Chief of Police, Bryan Sylvester; Fire Chief, Rick Coleman; Finance Director, Teresa Savage; Parks and Recreation Director, Lance Whitworth, and Human Resources Director, Stacy Buckley.

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

**DISCUSSION OF SACHSE MEDICAL INSURANCE RENEWAL:**

Andrew Weeger with IPS Services presented Council with an overview of the 2016-2017 medical plan schedule. Mr. Weeger discussed various topics including corporate benefits consulting, loss ratios, premiums, the Affordable Care Act, Cadillac Tax 2020, budget projections, benefits strategy, health risk management, and future considerations. Mr. Weeger stated that RFP has been sent out with a due date of February 5 and will be looking to come back to Council after all the information is compiled.

The Council discussed the loss ratio and how does the city compare to other municipalities, if the city is lacking in benefits in any way, the Cadillac Tax, if Compass is being used by the employees, and the new reporting on tax forms.

No action was taken.

**ADJOURNMENT:** At 7:08 p.m. Mayor Felix adjourned the meeting.

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MIKE J FELIX, MAYOR

ATTEST:

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Michelle Lewis Sirianni, City Secretary





# City of Sachse, Texas

## Legislation Details (With Text)

**File #:** 16-3219      **Version:** 1      **Name:** January 18, 2016 Council regular minutes.  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 1/28/2016      **In control:** City Council  
**On agenda:** 2/1/2016      **Final action:**  
**Title:** Approve the minutes of the January 18, 2016 regular meeting.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [01.18.16 Minutes](#)

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

### Title

Approve the minutes of the January 18, 2016 regular meeting.

### Background

Minutes of the January 18, 2016 regular meeting.

### Policy Considerations

None.

### Budgetary Considerations

None.

### Staff Recommendations

Approve the minutes of the January 18, 2016 regular meeting.

# **CITY COUNCIL OF THE CITY OF SACHSE**

## **MEETING MINUTES**

**JANUARY 18, 2016**

The City Council of the City of Sachse held a regular meeting on Monday, January 18, 2016 at 7:30 p.m. at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Mayor Pro Tem Brett Franks, Council Members Charlie Ross, Paul Watkins, Bill Adams, Cullen King, and Jeff Bickerstaff; City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; City Engineer, Greg Peters; Community Development Director, Dustin McAfee; Parks and Recreation Director, Lance Whitworth; Human Resources Director, Stacy Buckley; Interim Fire Chief, Martin Wade; Police Chief, Bryan Sylvester, and Finance Director, Teresa Savage.

Mayor Felix opened the meeting at 7:34 p.m.

**INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND STATE FLAG:** The invocation was offered by Mayor Pro Tem Franks and the pledges by Councilman Watkins.

**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 Council member or citizen so requests. **16-3181** Approve the minutes of the January 4, 2016 workshop meeting. **16-3189** Approve the minutes of the January 4, 2016 regular meeting. **16-3182** Consider the ratification of an Interlocal Cooperation Agreement between the City of Plano and the City of Sachse for Interim Fire Chief.

Councilman Bickerstaff made a motion to approve items 16-3181, 16-3189, and 16-3182 as submitted. Councilman Ross seconded that motion and the motion was unanimously approved.

### **MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS,**

Councilman King acknowledged a Boy Scout that was in attendance working on a merit badge.

Councilman Ross noted that the Library writers group meets on Tuesday, January 5 and on Tuesday, January 26 at 6:00 p.m. the *Star Wars* Party will take place. Costumes are encouraged and Darth Vader will be making an appearance.

Mayor Felix introduced Interim Fire Chief, Martin Wade.

**16-3185 Recognize CERT Members for their recent efforts to neighboring communities.**

Lt. James Marple provided a recap of the efforts and help provided by CERT during the recent tornados.

Mayor Felix presented a certificate of appreciation to members of CERT for their continued dedication and services to the community and the City of Sachse.

**CITIZENS INPUT:**

No comments were made.

**REGULAR AGENDA ITEMS:**

**15-3186 Consider a resolution approving a purchase order in the amount not to exceed seventy thousand dollars and zero cents (\$70,000.00) to GT Construction, Incorporated for concrete pavement replacement to Woodbridge Parkway at the intersection of Sachse Road; authorizing its execution by the City Manager; and providing an effective date.**

Mr. Peters briefed the Council on the item by stating that this item is for the use of the Collin County Purchasing Cooperative for pavement replacement on Woodbridge Parkway. Staff would like to utilize the Wylie price agreement to establish a purchase order for GT Construction, Incorporated, to complete the paving replacement for Woodbridge Parkway. The construction would be done based upon the approved unit prices for concrete identified in the Wylie price agreement. The contractor would be paid based upon the quantities of concrete installed, and not on a lump sum basis. Staff recommends approval.

Councilman Bickerstaff made a motion to approve a purchase order in the amount not to exceed seventy thousand dollars and zero cents (\$70,000.00) to GT Construction, Incorporated for concrete pavement replacement to Woodbridge Parkway at the intersection of Sachse Road. Mayor Pro Tem Franks seconded that motion and the motion was unanimously approved.

**15-3184 Consider a resolution approving purchase orders in the amount not to exceed two hundred twenty-five thousand dollars (\$225,000.00) to Reynolds Asphalt and Construction Company, Incorporated for asphalt roadway improvement projects.**

Mr. Peters briefed the Council by stating that four asphalt roads are slated to be improved this fiscal year through the use of Street Maintenance Tax funds. The asphalt roadways listed in the Capital Improvement Plan (CIP) this fiscal year include the following: 6th Street from 5th Street to Sachse Street, 2nd Street from Bonanza Drive to Sachse Street, Sachse Street from Ben Davis to 3rd Street, and Meadowcreek from Westcreek to end. The estimated costs total \$205,574.00. Staff is recommending a not-to-exceed amount of \$225,000.00, to allow for additional pavement

removal and replacement at drive approaches, and additional pavement removal as necessary to maintain a proper cross-slope of the roads. Mr. Peters noted that budget includes funding up to \$305,000.00. Therefore, if there are remaining monies after this project is completed, staff will come back to Council for additional project recommendations. Staff recommends approval.

Councilman Adams asked staff to consider Hooper Road between Bailey and SH 78.

Councilman Ross asked how far along staff was in the streets assessment. Mr. Peters responded that they are finished with arterials and are currently working on neighborhoods starting with the oldest first. Mayor Pro Tem Franks asked staff to consider Willow Creek Court.

Councilman Watkins made a motion to approve purchase orders in the amount not to exceed two hundred twenty-five thousand dollars (\$225,000.00) to Reynolds Asphalt and Construction Company, Incorporated for asphalt roadway improvement projects. Mayor Pro Tem Franks seconded that motion and the motion was unanimously approved.

### **ADJOURNMENT:**

At 8:30 p.m. Mayor Pro Tem Franks made a motion to adjourn the meeting. Councilman Watkins seconded the motion and the motion was unanimously approved.

Mayor Felix adjourned the meeting.

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MIKE J. FELIX, MAYOR

ATTEST:

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Michelle Lewis Sirianni, City Secretary



# City of Sachse, Texas

## Legislation Details (With Text)

**File #:** 16-3216      **Version:** 1      **Name:** Emergency Sewer Contract  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 1/27/2016      **In control:** City Council  
**On agenda:** 2/1/2016      **Final action:**  
**Title:** Consider a contract with KCK Utility Construction for Emergency Sewer Repair.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Resolution - Agreement](#)  
[Exhibit A Project Map](#)  
[Exhibit B - Site and Project Photos](#)

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

### Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the agreement for emergency sanitary sewer system repairs between the City of Sachse, Texas, and KCK Utility Construction, a Texas Corporation; authorizing its execution by the City Manager; and providing for an effective date.

### Background

This agenda item is to ratify a contract for emergency sewer system repairs that were necessary as a result of the heavy rainfall and subsequent creek erosion in two locations.

The project locations are shown in Exhibit "A" Project Map. Before and after photos are shown in Exhibit "B" Site Photos.

Staff is seeking the approval of the City Council of the City of Sachse to ratify the contract for the construction of the project.

### Policy Considerations

The Texas Local Government Code has specific requirements for competitive bidding of public projects, as identified in Section 252.021 of the code. However, Section 252.022 provides exemptions to the competitive bidding requirement, including:

"(2) a procurement necessary to preserve or protect the public health or safety of the municipality's residents;"

and;

"(3) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property;"

The sanitary sewer mains became exposed due to significant erosion of the creek channels during non-typical flood events that the City experienced this year. Once the sanitary sewer mains became exposed, they were in danger of being damaged by debris during a future flood event, which is difficult to predict. Due to the consistent flood patterns we have experienced over the past 12 months, the exposed sewer mains were found by staff to be at high risk for damage, and possible breaking of the line. A break in these sanitary sewer mains would result in environmental damage to the creek system, and possible public health concerns. Therefore, staff initiated an emergency repair to protect the sewer mains.

#### Budgetary Considerations

The total project cost is \$58,270.00 for the completed repairs. The project will be funded through the Utility Fund.

#### Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of the agreement for emergency sanitary sewer system repairs between the City of Sachse, Texas, and KCK Utility Construction, a Texas Corporation; authorizing its execution by the City Manager; and providing for an effective date.



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT FOR EMERGENCY SANITARY SEWER SYSTEM REPAIRS BETWEEN THE CITY OF SACHSE, TEXAS, AND KCK UTILITY CONSTRUCTION, A TEXAS CORPORATION; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has been presented with a proposed Agreement for emergency sanitary sewer system repairs (herein the “Agreement”) between the City of Sachse, Texas, and KCK Utility Construction in the City of Sachse, and being further described in Exhibit “A” attached hereto; and

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

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

**SECTION 1.** The terms, provisions, and conditions of the Agreement for Professional Services, a copy of which is attached hereto as Exhibit “A”, be and the same are hereby approved.

**SECTION 2.** The City Manager is hereby authorized to execute the Agreement for emergency sanitary sewer system repairs on behalf of the City, and any amendments or other instruments related thereto.

**SECTION 3.** This Resolution shall take effect immediately from and after its passage, and it is, accordingly, so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Sachse, Texas,  
this \_\_\_\_ day of February, 2016.

CITY OF SACHSE, TEXAS

\_\_\_\_\_  
Mike J. Felix, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Lewis Sirianni, City Secretary

**Exhibit “A”**  
**Agreement for Professional Services**  
**(to be attached)**

STATE OF TEXAS           §  
                                          §  
COUNTY OF DALLAS       §

## CONSTRUCTION AGREEMENT

This Construction Agreement (“Agreement”) is made by and between the City of Sachse, Texas (“City”) and KCK Utility Construction, a Texas corporation, (“KCK”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

### RECITALS:

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

**WHEREAS**, KCK desires to provide emergency sewer repair services at two locations located within the City (the “Project”);

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

### Article I Term

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

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination KCK shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by KCK in connection with this Agreement. KCK 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 Services

Contractor shall provide the services at the locations designated and set forth in Exhibit “A”.

### Article III Schedule of Work

KCK shall not proceed with any work required under this Agreement without a written Notice to Proceed from City. KCK agrees to complete the required services under this

## **Article IV Compensation**

4.1 City shall compensate KCK as set forth in Exhibit "A".

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

4.3 KCK 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, reproduction charges, and telephone, internet and e-mail charges.

## **Article V Suspension of Work**

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

## **Article VI Devotion of Time; Personnel; and Equipment**

6.1 KCK 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, KCK 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 KCK's standard hourly rate schedule, or as otherwise agreed between the Parties.

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

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

## **Article VII Insurance**

7.1 Procurement and Evidence of Insurance. Prior to commencing the Services, and continuing until all Services to be performed under this Agreement have been completed, KCK shall purchase and maintain insurance with a company or companies qualified to do business in Texas and rated at least “A” by AM Best or other equivalent rating service. All such insurance, with the exception of workers compensation, shall name City as an additional insured and provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of the insurance. Each policy and renewals or replacements thereof shall provide that it will not be canceled, non-renewed or material change except with thirty (30) days advance written notice ten (10) days for non-payment of premium) to City. Evidence of such insurance shall be provided to City by delivering certificates of insurance.

7.2 Coverage and Limits. The insurance required under this paragraph shall provide for the following coverages and limits:

- a. Workers’ compensation and employers’ liability insurance as required by applicable law and the Special Provisions to this Agreement.
- b. Commercial general liability insurance for bodily injury and property damage, including limited contractual liability coverage in not less than the following amounts:
  - i. General Aggregate Limit \$2,000,000 each occurrence
  - ii. Each Occurrence Limit \$1,000,000 each occurrence; and

7.3 Commercial automobile liability insurance coverage, including non-owned and hired, covering all owned, hired or non-owned vehicles including the loading or unloading thereof with limits not less than \$1,000,000.

7.4 Umbrella liability insurance covering all operations with limits of liability not less than:

Bodily Injury and Property Damage Liability  
\$5,000,000 each occurrence  
\$5,000,000 aggregate

## **Article VIII Miscellaneous**

8.1 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.

8.2 Assignment. KCK may not assign this Agreement without the prior written consent of City. In the event of an assignment by KCK 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.

8.3 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.

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

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

8.6 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.

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

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

If intended for City:

Attn: City Manager  
City of Sachse, Texas  
3815 Sachse Road  
Sachse, Texas 75048

With a copy to:

Joseph J. Gorfida, Jr.  
Nichols, Jackson, Dillard, Hager & Smith,  
LLP  
1800 Ross Tower  
500 N. Akard Street  
Dallas, Texas 75201

If intended for KCK:

Attn: \_\_\_\_\_  
1024 South Greenville Avenue, Suite 100  
Allen, Texas 75002

8.9 Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF KCK PURSUANT TO THIS AGREEMENT. KCK WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS THE "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. KCK AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY KCK'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF KCK, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, KCK, ON NOTICE FROM CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT KCK'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO CITY. KCK'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY KCK UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT

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

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

*[Signature Page to Follow]*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**City of Sachse, Texas**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Attest:**

By: \_\_\_\_\_  
Michelle Lewis Sirianni  
City Secretary

Approved as to form:

By: \_\_\_\_\_  
Joseph J. Gorfida, Jr., City Attorney  
(01-28-16/75263)

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**KCK Utility Construction**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# EXHIBIT "A"

## SCOPE OF SERVICES



### KCK UTILITY CONSTRUCTION

1024 S. GREENVILLE AVE., SUITE 100  
ALLEN, TEXAS 75002  
(214) 547-9152 OFF · (214) 547-9163 FAX

### Invoice

| Date      | Estimate # |
|-----------|------------|
| 1/21/2016 | 1          |

|                                                                                                                                                                              |                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TO:</b> CITY OF SACHSE<br><b>ATTN:</b> GREG PETERS<br><br><b>PHONE:</b> 469-429-4792 <b>EMAIL:</b> <a href="mailto:gpeters@cityofsachse.com">gpeters@cityofsachse.com</a> | <b>PROJECT:</b> EMERGENCY SANITARY SEWER REPAIRS<br><b>CITY:</b> SACHSE TEXAS<br><b>KCK JOB #:</b> 869-16<br><b>OWNER JOB #:</b> CITY OF SACHSE |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|

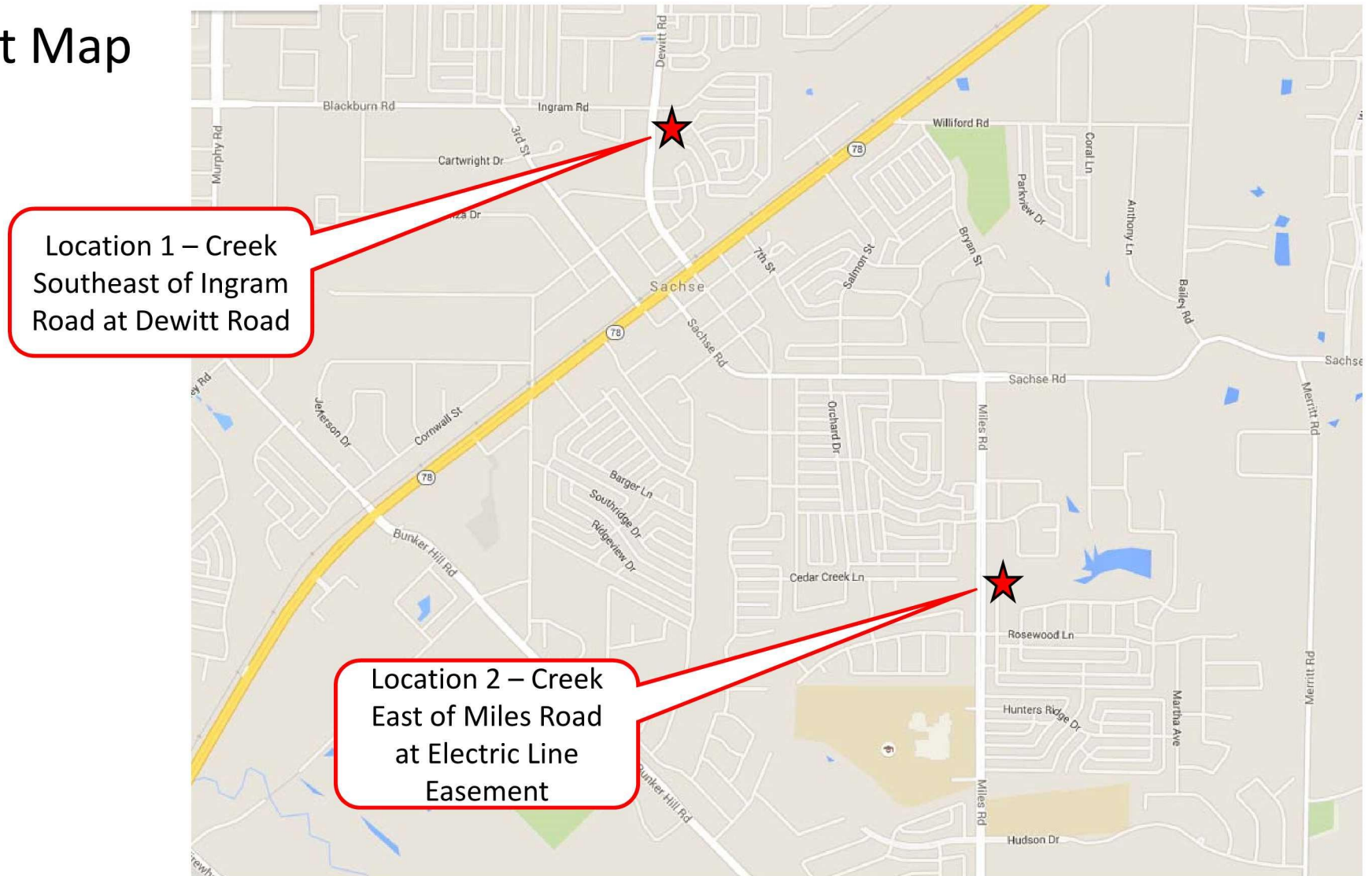
#### EMERGENCY SEWER REPAIRS - SACHSE

| ITEM # | CONTRACT<br>QUANTITY | UNIT  | DESCRIPTION                                         | UNIT PRICE  | TOTAL<br>CONTRACT | UNITS TO<br>DATE | TOTAL TO<br>DATE | CURRENT<br>MONTH<br>UNITS | CURRENT<br>MONTH<br>TOTAL |
|--------|----------------------|-------|-----------------------------------------------------|-------------|-------------------|------------------|------------------|---------------------------|---------------------------|
| 1      | 2                    | LOC'S | EXCAVATE AND PREP CREEK<br>BANK FOR EROSION CONTROL | \$ 8,700.00 | \$ 17,400.00      | 2.00             | \$ 17,400.00     | 2.00                      | \$ 17,400.00              |
| 2      | 249                  | SY    | GROUTED ROCK RIP RAP                                | 130.00      | 32,370.00         | 249.00           | 32,370.00        | 249.00                    | \$ 32,370.00              |
| 3      | 60                   | LF    | EXPOSE AND CONCRETE ENCASE<br>EXISTING SEWER        | 75.00       | 4,500.00          | 60.00            | \$ 4,500.00      | 60.00                     | \$ 4,500.00               |
| 4      | 2                    | LOC'S | MOBILIZATION                                        | 2,000.00    | 4,000.00          | 2.00             | \$ 4,000.00      | 2.00                      | \$ 4,000.00               |
|        |                      |       |                                                     |             | \$ 58,270.00      |                  | \$ 58,270.00     |                           | \$ 58,270.00              |

TOTAL COMPLETED TO DATE \$ 58,270.00  
LESS PREVIOUS PAYMENTS \$ -

**TOTAL AMOUNT DUE \$ 58,270.00**

# Project Map



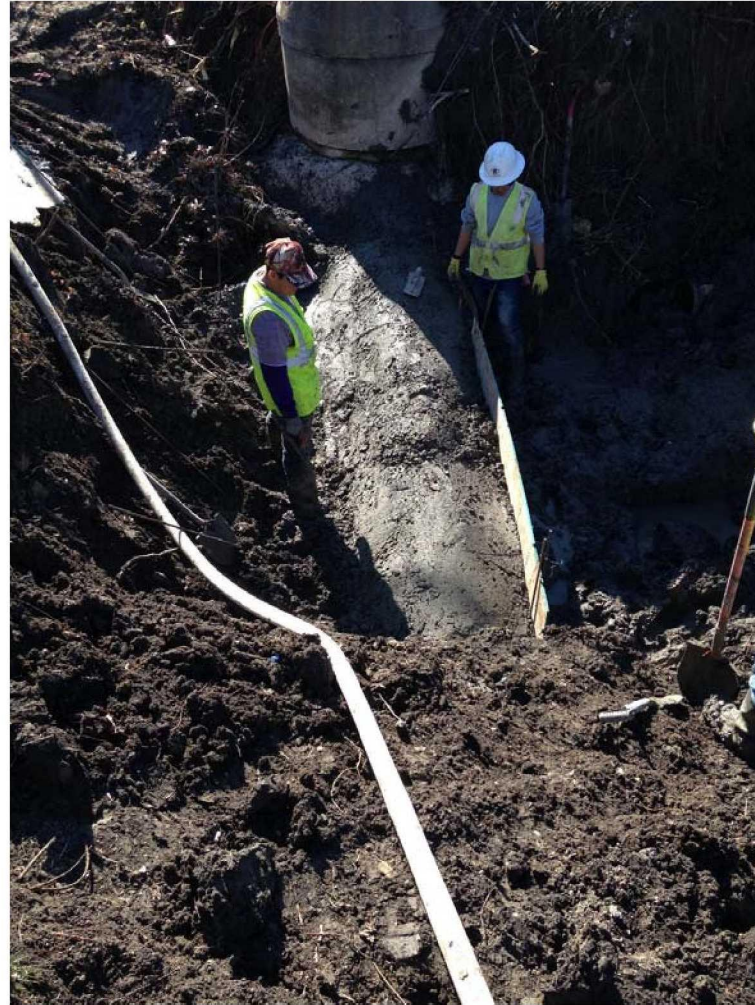
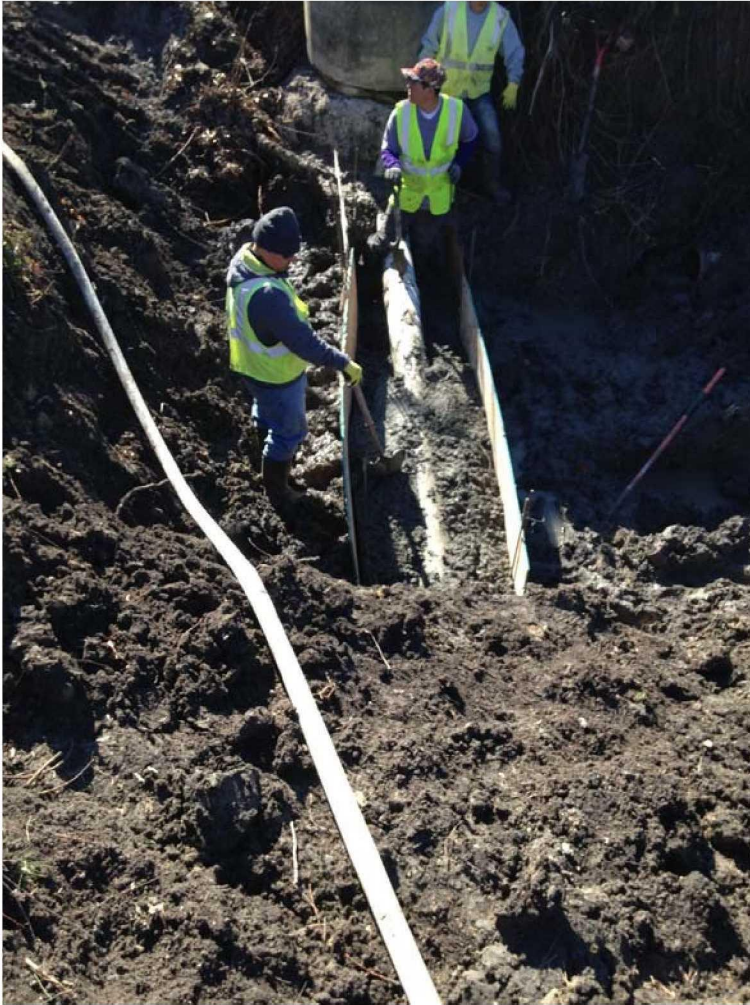


Creek Channel Near Ingram Road and Dewitt Road – Pre-Project





## Creek Channel Near Ingram Road and Dewitt Road – Construction Photos





## Creek Channel Near Ingram Road and Dewitt Road – Post-Project





## Creek Channel East of Miles Road at Electric Line Easement – Pre-Project





## Creek Channel East of Miles Road at Electric Line Easement – Construction Photos





## Creek Channel East of Miles Road at Electric Line Easement – Post-Project





# City of Sachse, Texas

## Legislation Details (With Text)

|                       |                                                                                                                                                                           |                      |               |                      |                                                         |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---------------|----------------------|---------------------------------------------------------|
| <b>File #:</b>        | 16-3210                                                                                                                                                                   | <b>Version:</b>      | 1             | <b>Name:</b>         | Monthly Revenue and Expenditure Report<br>December 2015 |
| <b>Type:</b>          | Agenda Item                                                                                                                                                               | <b>Status:</b>       |               | <b>Status:</b>       | Agenda Ready                                            |
| <b>File created:</b>  | 1/25/2016                                                                                                                                                                 | <b>In control:</b>   |               | <b>In control:</b>   | City Council                                            |
| <b>On agenda:</b>     | 2/1/2016                                                                                                                                                                  | <b>Final action:</b> |               | <b>Final action:</b> |                                                         |
| <b>Title:</b>         | Consider approval of the Monthly Revenue and Expenditure Report for the period ending December 31, 2015.                                                                  |                      |               |                      |                                                         |
| <b>Sponsors:</b>      |                                                                                                                                                                           |                      |               |                      |                                                         |
| <b>Indexes:</b>       |                                                                                                                                                                           |                      |               |                      |                                                         |
| <b>Code sections:</b> |                                                                                                                                                                           |                      |               |                      |                                                         |
| <b>Attachments:</b>   | <a href="#">GF 12-31-15</a><br><a href="#">UF 12-31-15</a><br><a href="#">DS 12-31-15</a><br><a href="#">SEDC 12-31-15</a><br><a href="#">Sales Tax Analysis Feb 2016</a> |                      |               |                      |                                                         |
| <b>Date</b>           | <b>Ver.</b>                                                                                                                                                               | <b>Action By</b>     | <b>Action</b> |                      | <b>Result</b>                                           |

### Title

Consider approval of the Monthly Revenue and Expenditure Report for the period ending December 31, 2015.

### Background

The Finance Department prepares a report each month to update the City Council regarding revenues and expenditures for the City. Included in the report are unaudited summaries for the General Fund, Utility Fund, Debt Service Fund, and Sachse Economic Development Corporation for the period ended December 31, 2015, and an analysis of year-to-date sales tax receipts compared to the prior year.

### Policy Considerations

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

### Budgetary Considerations

Revenues and expenditures are both at or near anticipated levels for this point in the fiscal year.

### Staff Recommendations

Approve the Monthly Revenue and Expenditure Report for the period ending December 31, 2015.





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

**GENERAL FUND**

|                                   | 25% of Year Completed |                      |              |                                   |                    |
|-----------------------------------|-----------------------|----------------------|--------------|-----------------------------------|--------------------|
|                                   | Annual Budget         | Current Month Actual | Actual YTD   | YTD Actual as a Percent of Budget | Note Reference 25% |
| Revenue Summary                   |                       |                      |              |                                   |                    |
| Property Tax                      | \$ 9,106,824          | \$ 6,063,793         | \$ 6,543,567 | 71.85%                            | A                  |
| Sales Tax                         | 1,244,094             | 93,020               | 317,144      | 25.49%                            |                    |
| Franchise Fees                    | 1,590,122             | 36,725               | 402,582      | 25.32%                            |                    |
| Licenses and Permits              | 535,500               | 37,789               | 190,103      | 35.50%                            |                    |
| Service Fees                      | 681,500               | 58,270               | 198,852      | 29.18%                            |                    |
| Fines                             | 275,000               | 28,687               | 58,637       | 21.32%                            |                    |
| Interest Income                   | 12,000                | 1,987                | 2,201        | 18.34%                            |                    |
| Miscellaneous Income              | 372,360               | 38,876               | 62,594       | 16.81%                            |                    |
| Intergovernmental Revenue         | 986,945               | 82,245               | 246,736      | 25.00%                            |                    |
| Total Revenue                     | \$ 14,804,345         | \$ 6,441,393         | \$ 8,022,417 | 54.19%                            |                    |
| Expenditure Summary               |                       |                      |              |                                   |                    |
| City Manager                      | \$ 374,652            | \$ 31,848            | \$ 95,080    | 25.38%                            | B                  |
| City Secretary                    | 157,148               | 13,107               | 32,540       | 20.71%                            |                    |
| Human Resources                   | 294,803               | 30,940               | 73,855       | 25.05%                            |                    |
| Finance                           | 608,428               | 73,865               | 174,399      | 28.66%                            |                    |
| Municipal Court                   | 212,197               | 19,011               | 44,225       | 20.84%                            |                    |
| Parks & Recreation                | 1,004,375             | 104,888              | 241,731      | 24.07%                            |                    |
| Senior Programs                   | 122,821               | 12,831               | 29,241       | 23.81%                            |                    |
| Library Services                  | 371,686               | 36,629               | 99,902       | 26.88%                            |                    |
| Community Development             | 810,899               | 88,340               | 212,061      | 26.15%                            |                    |
| Streets & Drainage                | 1,259,147             | 130,084              | 286,026      | 22.72%                            |                    |
| Facility Maintenance              | 463,404               | 39,954               | 106,861      | 23.06%                            |                    |
| Police                            | 4,566,001             | 494,897              | 1,220,312    | 26.73%                            |                    |
| Animal Control                    | 225,172               | 21,260               | 50,752       | 22.54%                            |                    |
| Fire/EMS                          | 3,295,682             | 351,355              | 848,347      | 25.74%                            |                    |
| Combined Services                 | 577,463               | 20,082               | 264,899      | 45.87%                            |                    |
| City Engineer                     | 299,968               | 35,947               | 75,137       | 25.05%                            |                    |
| Total Expenditures                | \$ 14,643,846         | \$ 1,505,036         | \$ 3,855,369 | 26.33%                            |                    |
| Total Revenue Over/Under Expenses | \$ 160,499            | \$ 4,936,357         | \$ 4,167,048 |                                   |                    |

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**Explanation of Major Variances:**

- A** Property Tax receipts peak in December and January
- B** Total annual property and liability premium paid in October

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

**UTILITY FUND**

25% of Year Completed

|                                          | Annual Budget       | Current Month<br>Actual | Actual YTD          | YTD Actual as a<br>Percent of Budget | Note<br>Reference<br>25% |
|------------------------------------------|---------------------|-------------------------|---------------------|--------------------------------------|--------------------------|
| <b>Revenue Summary</b>                   |                     |                         |                     |                                      |                          |
| Water Revenue                            | \$ 4,839,836        | \$ 326,655              | \$ 1,530,600        | 31.63%                               |                          |
| Sewer Revenue                            | 4,132,115           | 337,393                 | 988,372             | 23.92%                               |                          |
| Fees                                     | 156,300             | 16,613                  | 37,805              | 24.19%                               |                          |
| Interest Income                          | 2,500               | 4                       | (229)               | -9.15%                               |                          |
| Transfer In-Debt Service                 | 138,194             |                         |                     | 0.00%                                |                          |
| Miscellaneous Income                     | -                   | -                       | -                   |                                      |                          |
| <b>Total Revenue</b>                     | <b>\$ 9,268,945</b> | <b>\$ 680,666</b>       | <b>\$ 2,556,548</b> | <b>27.58%</b>                        |                          |
| <b>Expenditure Summary</b>               |                     |                         |                     |                                      |                          |
| Utility Administration                   | \$ 285,823          | \$ 27,295               | \$ 67,877           | 23.75%                               |                          |
| Water Operations                         | 5,034,698           | 684,091                 | 1,174,911           | 23.34%                               |                          |
| Sewer Operations                         | 3,427,132           | 305,045                 | 652,715             | 19.05%                               |                          |
| Meter Reading                            | 227,045             | 26,871                  | 72,062              | 31.74%                               |                          |
| <b>Total Expenditures</b>                | <b>\$ 8,974,698</b> | <b>\$ 1,043,302</b>     | <b>\$ 1,967,565</b> | <b>21.92%</b>                        |                          |
| <b>Total Revenue Over/Under Expenses</b> | <b>\$ 294,247</b>   | <b>\$ (362,636)</b>     | <b>\$ 588,983</b>   |                                      |                          |

**Explanation of Major Variances:**

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

**Debt Service Fund**

|                                   | 25% of Year Completed |                      |              |                                   |                    |
|-----------------------------------|-----------------------|----------------------|--------------|-----------------------------------|--------------------|
|                                   | Annual Budget         | Current Month Actual | Actual YTD   | YTD Actual as a Percent of Budget | Note Reference 25% |
| Revenue Summary                   |                       |                      |              |                                   |                    |
| Property Tax                      | \$ 3,001,087          | \$ 1,959,800         | \$ 2,114,862 | 70.47%                            |                    |
| Interest Income                   | 1,500                 | 27                   | 16           | 1.08%                             |                    |
| Total Revenue                     | \$ 3,002,587          | \$ 1,959,826         | \$ 2,114,878 | 70.44%                            |                    |
| Expenditure Summary               |                       |                      |              |                                   |                    |
| Fees                              | \$ 1,000              | \$ -                 | \$ -         | 0.00%                             |                    |
| Principal                         | 1,325,000             | -                    | -            | 0.00%                             | A                  |
| Interest                          | 1,553,433             |                      |              | 0.00%                             | A                  |
| Transfer Out-Utility Fund         | 138,146               |                      |              |                                   |                    |
| Total Expenditures                | \$ 3,017,579          | \$ -                 | \$ -         | 0.00%                             |                    |
| Total Revenue Over/Under Expenses | \$ (14,992)           | \$ 1,959,826         | \$ 2,114,878 |                                   |                    |

**A** Principal payments are due in February and interest payments in February and August



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

**SACHSE ECONOMIC DEVELOPMENT CORPORATION**

25% of Year Completed

|                                          | Annual Budget     | Current Month<br>Actual | Actual YTD        | YTD Actual as a<br>Percent of Budget | Note<br>Reference<br>25% |
|------------------------------------------|-------------------|-------------------------|-------------------|--------------------------------------|--------------------------|
| <b>Revenue Summary</b>                   |                   |                         |                   |                                      |                          |
| Sales Tax                                | \$ 609,759        | \$ 46,510               | \$ 155,228        | 25.46%                               |                          |
| Other Income                             | \$ -              | \$ -                    | \$ -              |                                      |                          |
| Interest Income                          | 8,000             | 1,636                   | 1,954             | 24.42%                               |                          |
| <b>Total Revenue</b>                     | <b>\$ 617,759</b> | <b>\$ 48,146</b>        | <b>\$ 157,181</b> | <b>25.44%</b>                        |                          |
| <b>Expenditure Summary</b>               |                   |                         |                   |                                      |                          |
| Expenditures                             | 599,811           | 21,463                  | 84,665            | 14.12%                               |                          |
| <b>Total Expenditures</b>                | <b>\$ 599,811</b> | <b>\$ 21,463</b>        | <b>\$ 84,665</b>  | <b>14.12%</b>                        |                          |
| <b>Total Revenue Over/Under Expenses</b> | <b>\$ 17,948</b>  | <b>\$ 26,683</b>        | <b>\$ 72,516</b>  |                                      |                          |

**Explanation of Major Variances:**

# CITY OF SACHSE

## 2015/2016 SALES TAX ANALYSIS

|           | Total     | General Fund | General Fund | YTD Percent |           | Total     | General Fund | General Fund | YTD Percent |
|-----------|-----------|--------------|--------------|-------------|-----------|-----------|--------------|--------------|-------------|
| FY 2015   | Sales Tax | Sales Tax    | Year-To-Date | of Budget   | FY 2016   | Sales Tax | Sales Tax    | Year-To-Date | of Budget   |
| October   | 149,053   | 85,169       | 85,169       | 7.30%       | October   | 156,703   | 89,540       | 89,540       | 7.34%       |
| November  | 227,089   | 129,759      | 214,928      | 18.43%      | November  | 223,828   | 127,895      | 217,435      | 17.83%      |
| December  | 162,100   | 92,624       | 307,552      | 26.37%      | December  | 162,793   | 93,020       | 310,455      | 25.46%      |
| January   | 158,992   | 90,848       | 398,400      | 34.16%      | January   | 198,309   | 113,314      | 423,769      | 34.75%      |
| February  | 257,209   | 146,969      | 545,369      | 46.75%      | February  |           |              |              |             |
| March     | 141,655   | 80,941       | 626,311      | 53.69%      | March     |           |              |              |             |
| April     | 135,136   | 77,217       | 703,527      | 60.31%      | April     |           |              |              |             |
| May       | 226,142   | 129,217      | 832,745      | 71.39%      | May       |           |              |              |             |
| June      | 166,541   | 95,162       | 927,907      | 79.55%      | June      |           |              |              |             |
| July      | 155,796   | 89,022       | 1,016,929    | 87.18%      | July      |           |              |              |             |
| August    | 228,922   | 130,806      | 1,147,735    | 98.40%      | August    |           |              |              |             |
| September | 165,152   | 94,368       | 1,242,103    | 106.49%     | September |           |              |              |             |
| TOTAL     | 2,173,787 | 1,242,103    |              |             | TOTAL     | 741,633   | 423,769      |              |             |
| BUDGET    |           | 1,166,444    |              |             | BUDGET    |           | 1,219,518    |              |             |



# City of Sachse, Texas

## Legislation Details (With Text)

|                      |                                                                                          |                      |   |                      |                                      |
|----------------------|------------------------------------------------------------------------------------------|----------------------|---|----------------------|--------------------------------------|
| <b>File #:</b>       | 16-3209                                                                                  | <b>Version:</b>      | 1 | <b>Name:</b>         | Calling May 7, 2016 General Election |
| <b>Type:</b>         | Agenda Item                                                                              | <b>Status:</b>       |   | <b>Status:</b>       | Agenda Ready                         |
| <b>File created:</b> | 1/25/2016                                                                                | <b>In control:</b>   |   | <b>In control:</b>   | City Council                         |
| <b>On agenda:</b>    | 2/1/2016                                                                                 | <b>Final action:</b> |   | <b>Final action:</b> |                                      |
| <b>Title:</b>        | Consider approval of an ordinance calling the May 7, 2016 City Council General Election. |                      |   |                      |                                      |

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Election Ordinance](#)

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

### Title

Consider approval of an ordinance calling the May 7, 2016 City Council General Election.

### Background

As in previous years, the City of Sachse will jointly contract with Dallas County to conduct elections. Dallas County provides training and equipment to the City to help reduce the cost of holding an Election.

On Thursday, February 4, Dallas County will be conducting a meeting regarding the upcoming May Election and at that time, more detailed election information will be provided.

### Policy Considerations

None.

### Budgetary Considerations

Funds have been budgeted in the 2015-16 Budget for Election expenses.

### Staff Recommendations

Approve an ordinance calling the May 7, 2016 City Council General Election.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE CALLING FOR A GENERAL ELECTION FOR CITY OFFICERS (CITY COUNCIL) ON MAY 7, 2016; ESTABLISHING CERTAIN PROCEDURES FOR SAID GENERAL OFFICER ELECTION; CALLING FOR THE QUALIFIED VOTERS OF THE CITY OF SACHSE TO CONSIDER THE ELECTION OF TWO (2) COUNCIL MEMBERS FOR PLACE 5 AND PLACE 6 FOR A TERM OF THREE (3) YEARS; AND A MAYOR FOR A TERM OF THREE (3) YEARS; AUTHORIZING A JOINT ELECTION WITH DALLAS COUNTY; PROVIDING FOR A SAVING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**SECTION I.**

**IT IS ORDERED THAT** a general election be held for City Officers (City Council) in the City of Sachse, Texas on the 7th day of May, 2016, the same being the first Saturday of said month, for the purpose of electing Council Members in Place 5 and Place 6 for a term of three years and Mayor for a term of three years.

**SECTION II.**

That the polling place for both early voting and election day for said election shall be the Sachse City Hall, 3815-B Sachse Road, Sachse, Texas, for all Dallas and Collin County legally qualified voters residing in the City of Sachse. Early voting locations will also include polling places Dallas County-wide, including early voting days and hours as shown on the attached "Exhibit A".

**SECTION III.**

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 IV.**

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 V.**

That the City Manager and City Secretary are authorized to execute an agreement for a Joint Election with the Dallas 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).



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: Toni Pippins-Poole, Early Voting Clerk, Dallas County Elections Department, 2377 N. Stemmons Freeway, Suite 820, Dallas, Texas 75207.

SECTION VI.

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 VII.

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

**PASSED AND APPROVED** this 1<sup>st</sup> day of February, 2016.

APPROVED:

---

Mike J. Felix, Mayor

ATTEST:

---

Michelle Lewis Sirianni, City Secretary

APPROVED AS TO FORM:

---

Peter G. Smith, City Attorney



# City of Sachse, Texas

## Legislation Details (With Text)

|                       |                                                                                                                                                                                                                                                                         |                      |   |                      |                                                                     |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---|----------------------|---------------------------------------------------------------------|
| <b>File #:</b>        | 16-3218                                                                                                                                                                                                                                                                 | <b>Version:</b>      | 1 | <b>Name:</b>         | Purchase Orders for Opticom Emergency Vehicle Pre-emption Equipment |
| <b>Type:</b>          | Agenda Item                                                                                                                                                                                                                                                             | <b>Status:</b>       |   | <b>Status:</b>       | Agenda Ready                                                        |
| <b>File created:</b>  | 1/28/2016                                                                                                                                                                                                                                                               | <b>In control:</b>   |   | <b>In control:</b>   | City Council                                                        |
| <b>On agenda:</b>     | 2/1/2016                                                                                                                                                                                                                                                                | <b>Final action:</b> |   | <b>Final action:</b> |                                                                     |
| <b>Title:</b>         | Consider approval of a purchase order to TX Services in the amount of \$45,601.00 for replacement of Opticom Emergency Vehicle Pre-emption equipment at seven street intersections in the City of Sachse, Texas, through the Buy Board Purchasing Cooperative, #432-13. |                      |   |                      |                                                                     |
| <b>Sponsors:</b>      |                                                                                                                                                                                                                                                                         |                      |   |                      |                                                                     |
| <b>Indexes:</b>       |                                                                                                                                                                                                                                                                         |                      |   |                      |                                                                     |
| <b>Code sections:</b> |                                                                                                                                                                                                                                                                         |                      |   |                      |                                                                     |
| <b>Attachments:</b>   | <a href="#">TX Services Buy Board Quote 1.27.16</a>                                                                                                                                                                                                                     |                      |   |                      |                                                                     |

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

### Title

Consider approval of a purchase order to TX Services in the amount of \$45,601.00 for replacement of Opticom Emergency Vehicle Pre-emption equipment at seven street intersections in the City of Sachse, Texas, through the Buy Board Purchasing Cooperative, #432-13.

### Background

Opticom™ Emergency Vehicle Preemption (EVP) enables police cars, fire trucks and ambulances to navigate intersections efficiently. Properly functioning signal pre-emption devices can improve response times and reduce the potential for emergency vehicle crashes at an intersection during response. The system allows public safety responders to request permission to extend or preempt traffic signals.

This agenda item is to approve the purchase of replacement public safety equipment at the following intersections:

- Ranch Road at State Highway 78
- 5th Street at State Highway 78
- Ben Davis Road at State Highway 78
- Bunker Hill Road at State Highway 78
- Merritt Road at Pleasant Valley Road
- Murphy Road at Blackburn Road
- Miles Road at Hudson Drive

TX Services, engineering staff, and fire staff worked together to review functionality of the equipment at all signalized intersections in the City. The existing equipment at the seven identified intersections is no longer functioning properly, resulting in public safety staff being

unable to pre-empt the traffic signals to coordinate efficient passage through the intersection during an emergency response.

Staff is seeking the approval of the City Council for a purchase order to fund the purchase and installation of the replacement equipment needed at each intersection.

#### Policy Considerations

The City of Sachse is responsible for the public health, safety, and welfare of the citizens. Properly functioning emergency signal pre-emption assists public safety staff in responding to and protecting the public.

#### Budgetary Considerations

A quote was received from TX Services through the BuyBoard purchasing Cooperative. The cost of equipment and installation is estimated to be \$45,601.00. The equipment will be paid for through the annual Fire Department 2015-2016 Fiscal Year Budget. Extended vacancies in the Fire Department have resulted in funds being available to be re-allocated toward this necessary equipment.

#### Staff Recommendations

Staff recommends approval of a purchase order in the amount of \$45,601.00 for replacement of Opticom Emergency Vehicle Pre-emption equipment at seven street intersections in the City of Sachse, Texas.

## QUOTE 081415 - REVISED

Buy Board 432-13

ATTN: Gary Alexander  
City of Sachse  
214-878-0559 (cell)  
[galexander@cityofsachse.com](mailto:galexander@cityofsachse.com)

DATE: 1/27/2016  
OWNER: City of Sachse  
PROJECT: SH 78 - Opticom Repair/Replacement  
LOCATION: Ranch Rd / 5th St / Ben Davis Rd /  
Bunker Hill Rd / Merrit Rd @ Pleasant Valley  
Murphy @ Blackburn / Miles @ Hudson

| ITEM#                                      | DESCRIPTION                                              | QTY      | UNIT | PRICE       | TOTAL               |
|--------------------------------------------|----------------------------------------------------------|----------|------|-------------|---------------------|
| <b>SH 78 @ RANCH RD</b>                    |                                                          |          |      |             |                     |
| 1                                          | Opticom Emitter Station - Solar (to be installed near Co | 1.00     | EA   | \$ 6,800.00 | \$ 6,800.00         |
| 2                                          | Anchor Foundation                                        | 1.00     | EA   | \$ 348.00   | \$ 348.00           |
| 3                                          | Foundation Installation                                  | 1.00     | EA   | \$ 1,300.00 | \$ 1,300.00         |
| 4                                          | 722 Opticom Detector                                     | 1.00     | EA   | \$ 840.00   | \$ 840.00           |
| 5                                          | Installation, Programming and Activation                 | 8.00     | HRS  | \$ 159.00   | \$ 1,272.00         |
| <b>SH 78 @ 5th STREET</b>                  |                                                          |          |      |             |                     |
| 1                                          | Opticom Cabinet                                          | 1.00     | EA   | \$ 625.00   | \$ 625.00           |
| 2                                          | 380 Card Rack                                            | 1.00     | EA   | \$ 210.00   | \$ 210.00           |
| 3                                          | 764 Multimode Phase Selector                             | 1.00     | EA   | \$ 3,435.00 | \$ 3,435.00         |
| 4                                          | Installation, Programming and Activation                 | 8.00     | HRS  | \$ 159.00   | \$ 1,272.00         |
| <b>SH 78 @ BUNKER HILL ROAD (see note)</b> |                                                          |          |      |             |                     |
| 1                                          | 380 Card Rack                                            | 1.00     | EA   | \$ 210.00   | \$ 210.00           |
| 2                                          | 764 Multimode Phase Selector                             | 1.00     | EA   | \$ 3,435.00 | \$ 3,435.00         |
| 3                                          | 721 Opticom Detectors                                    | 4.00     | EA   | \$ 605.00   | \$ 2,420.00         |
| 4                                          | 3/4" Narrow HUB                                          | 4.00     | EA   | \$ 15.00    | \$ 60.00            |
| 5                                          | 138 Opticom Cable                                        | 1,000.00 | LF   | \$ 0.50     | \$ 500.00           |
| 6                                          | Installation, Programming and Activation                 | 8.00     | HRS  | \$ 159.00   | \$ 1,272.00         |
| <b>SH 78 @ BEN DAVIS RD (see note)</b>     |                                                          |          |      |             |                     |
| 1                                          | 380 Card Rack                                            | 1.00     | EA   | \$ 210.00   | \$ 210.00           |
| 2                                          | 764 Multimode Phase Selector                             | 1.00     | EA   | \$ 3,435.00 | \$ 3,435.00         |
| 3                                          | 721 Opticom Detectors                                    | 4.00     | EA   | \$ 605.00   | \$ 2,420.00         |
| 4                                          | 3/4" Narrow HUB                                          | 4.00     | EA   | \$ 15.00    | \$ 60.00            |
| 5                                          | 138 Opticom Cable                                        | 1,000.00 | LF   | \$ 0.50     | \$ 500.00           |
| 6                                          | Installation, Programming and Activation                 | 8.00     | HRS  | \$ 159.00   | \$ 1,272.00         |
| <b>MERRIT ROAD @ PLEASANT VALLEY</b>       |                                                          |          |      |             |                     |
| 1                                          | 380 Card Rack                                            | 1.00     | EA   | \$ 210.00   | \$ 210.00           |
| 2                                          | 764 Multimode Phase Selector                             | 1.00     | EA   | \$ 3,435.00 | \$ 3,435.00         |
| 3                                          | 721 Opticom Detectors                                    | 4.00     | EA   | \$ 605.00   | \$ 2,420.00         |
| 4                                          | 3/4" Narrow HUB                                          | 4.00     | EA   | \$ 15.00    | \$ 60.00            |
| 5                                          | 138 Opticom Cable                                        | 1,000.00 | LF   | \$ 0.50     | \$ 500.00           |
| 6                                          | Installation, Programming and Activation                 | 8.00     | HRS  | \$ 159.00   | \$ 1,272.00         |
| <b>MURPHY RD @ BLACKBURN RD</b>            |                                                          |          |      |             |                     |
| 1                                          | 762 Multimode Phase Selector                             | 1.00     | EA   | \$ 2,200.00 | \$ 2,200.00         |
| 2                                          | Installation, Programming and Activation                 | 4.00     | HRS  | \$ 159.00   | \$ 636.00           |
| <b>MILES RD @ HUDSON RD</b>                |                                                          |          |      |             |                     |
| 1                                          | 380 Card Rack                                            | 1.00     | EA   | \$ 210.00   | \$ 210.00           |
| 2                                          | 721 Opticom Detectors                                    | 2.00     | EA   | \$ 605.00   | \$ 1,210.00         |
| 3                                          | 3/4" Narrow HUB                                          | 2.00     | EA   | \$ 15.00    | \$ 30.00            |
| 4                                          | 138 Opticom Cable                                        | 500.00   | LF   | \$ 0.50     | \$ 250.00           |
| 5                                          | Installation, Programming and Activation                 | 8.00     | HRS  | \$ 159.00   | \$ 1,272.00         |
| <b>TOTAL</b>                               |                                                          |          |      |             | <b>\$ 45,601.00</b> |

NOTE: Due to the age of equipment the replacement and/or repair parts are no longer available. Estimated age is 20 years.

SUBMITTED BY:  
**DAWN PERKINS**

ACCEPTED BY:

TX Service will not provide primary or non-contributory insurance, or hold others harmless for their actions.  
Price Includes all labor and materials, sales tax for construction equipment only and insurance for items of work quoted  
Construction barricades are excluded unless they are listed above  
PAYMENT IN FULL (NO RETAINAGE) IS DUE UPON COMPLETION OF WORK FOR CONTRACTS UNDER \$10,000.00.  
QUOTED UNIT PRICES ARE VALID FOR 45 DAYS FROM DATE OF BID PROPOSAL  
TERMS AND CONDITIONS STATED ABOVE WILL BE INCLUDED IN ANY SUBSEQUENT CONTRACT

P.O. BOX 535969 • GRAND PRAIRIE, TX 75053 • PHONE 817-470-1914



# City of Sachse, Texas

## Legislation Details (With Text)

**File #:** 16-3213      **Version:** 1      **Name:** WISD Education Foundation  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 1/27/2016      **In control:** City Council  
**On agenda:** 2/1/2016      **Final action:**  
**Title:** Proclamation declaring the week of February 15, 2016 Wylie ISD Education Foundation Week.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Proclamation](#)

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

### Title

Proclamation declaring the week of February 15, 2016 Wylie ISD Education Foundation Week.

### Background

The mission of the Foundation is to enhance the education of the students in the Wylie ISD through grants, scholarships, programs, and initiatives. Goals of the Foundation include:

- Providing a continuous source of funds with gifts received from individuals, corporations, businesses, trusts and investments.
- Promote student development and excellence through enrichment programs and activities.
- Encourage and recognize creativity among educators by supporting unique growth opportunities and providing resources for innovative teaching ideas.
- Further motivate the Wylie ISD community to become directly involved in education.

The Foundation has requested Council to honor them due to their success and surpassing the one million dollar mark in giving back.

### Policy Considerations

None.

### Budgetary Considerations

None.

### Staff Recommendations

Proclaim the week of February 15, 2016 Wylie ISD Education Foundation Week.



Candiece Arrington with the Wylie ISD Foundation will be accepting the Proclamation.

# *PROCLAMATION*

**WHEREAS**, the Wylie ISD Education Foundation was established in 2002 to support enhanced educational opportunities for the Wylie Independent School District; and

**WHEREAS**, the foundation is a 501 (c)(3) non-profit organization governed by a Board of Directors representing a cross-section of citizens who are dedicated to education and share a vision for excellence in the Wylie Independent School District schools; and

**WHEREAS**, the mission of the foundation is to enhance the education of students in the Wylie Independent School District through grants, scholarships, programs, and initiatives; and

**WHEREAS**, the foundation has surpassed one million dollars in giving back to the Wylie Independent School District and thirty three (33) Endowments totally \$1.3 million dollars.

**NOW, THEREFORE** pursuant to the powers vested in me as Mayor of the City of Sachse, I do hereby proclaim;

**The week of February 15, 2016 "WYLIE ISD Education Foundation Week"** in the City of Sachse, Texas in honor of surpassing the one million dollar mark of giving back to Wylie ISD and its students.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 1<sup>st</sup> day of February, 2016.

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Mike J. Felix  
Mayor



# City of Sachse, Texas

## Legislation Details (With Text)

**File #:** 16-3214      **Version:** 1      **Name:** Boy Scout Troop Pack 243  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 1/27/2016      **In control:** City Council  
**On agenda:** 2/1/2016      **Final action:**  
**Title:** Proclamation recognizing Boy Scout Troop Pack 243.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Proclamation](#)

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

### Title

Proclamation recognizing Boy Scout Troop Pack 243.

### Background

Pack 243 is a newly formed troop located in Sachse and is chartered through the Boy Scouts of America by North Pointe Church of Sachse. The Troop has requested that the City Council recognize them in February as it is the month they celebrate their birthday of incorporation.

### Policy Considerations

None.

### Budgetary Considerations

None.

### Staff Recommendations

Proclaim the month of February, 2016 Boy Scouts of America Month in the City of Sachse.

Committee Chair, Robert Halliday; Scoutmaster, Kirk Woods; and Assistant Scoutmaster, Nathan Liehr will be accepting the Proclamation.

# *PROCLAMATION*

**WHEREAS**, the Boy Scouts of America is one of the nation's largest and most prominent values-based youth development organizations; and

**WHEREAS**, the Boy Scouts of America provides a program for young people that builds character, trains them in the responsibilities of participating citizenship, and develops personal fitness; and

**WHEREAS**, the mission of the Boy Scouts of America is to prepare young people to make ethical and moral choices over their lifetimes by instilling in them the values of the Scout Oath and Scout Law; and

**WHEREAS**, the Boy Scouts of America's celebrates the birthday of their incorporation on February 8, 1910; and

**WHEREAS**, Pack 243 is a newly formed troop located in the City of Sachse, Texas and is chartered through the Boy Scouts of America by North Pointe Church of Sachse.

**NOW, THEREFORE** pursuant to the powers vested in me as Mayor of the City of Sachse, I do hereby proclaim;

**February, 2016 as "Boy Scouts of America Month"** in the City of Sachse, Texas by recognizing Pack 243 in the City of Sachse, Texas.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 1<sup>st</sup> day of February, 2016.

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Mike J. Felix  
Mayor



# City of Sachse, Texas

## Legislation Details (With Text)

|                      |                                                                                                                                                                                                                                    |                      |   |                      |                           |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---|----------------------|---------------------------|
| <b>File #:</b>       | 16-3215                                                                                                                                                                                                                            | <b>Version:</b>      | 1 | <b>Name:</b>         | PGBT Sewer Line Agreement |
| <b>Type:</b>         | Agenda Item                                                                                                                                                                                                                        | <b>Status:</b>       |   | <b>Status:</b>       | Agenda Ready              |
| <b>File created:</b> | 1/27/2016                                                                                                                                                                                                                          | <b>In control:</b>   |   | <b>In control:</b>   | City Council              |
| <b>On agenda:</b>    | 2/1/2016                                                                                                                                                                                                                           | <b>Final action:</b> |   | <b>Final action:</b> |                           |
| <b>Title:</b>        | Consider President George Bush Tollway Sewer Line Agreement, an agreement by and between the Sachse Economic Development Corporation and City of Sachse, Texas, acting by and through their respective authorized representatives. |                      |   |                      |                           |

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Presentation](#)  
[City Economic Development Agreement-PGBT](#)  
[EDC Resolution](#)  
[TIF Resolution](#)  
[Trull Foundation Resolution](#)

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

### Title

Consider President George Bush Tollway Sewer Line Agreement, an agreement by and between the Sachse Economic Development Corporation and City of Sachse, Texas, acting by and through their respective authorized representatives.

### Background

The President George Bush Tollway Sewer Line Project was included in the City of Sachse CIP Plan with the 2014-2015 Budget, with a combined funding source of Sachse Economic Development Corporation (SEDC) and Tax Increment Financing (TIF) Zone. The project consists of three separate phases: SS-12-05 (Line "G" Construction of Aerial Crossing for 3rd connection to Garland), SS-12-06 (Line "G" Construction of 24-inch from aerial crossing to north of the Tollway), and SS-12-07 (Construction of 8-inch trunk line from Line "G" to Pleasant Valley Road). Preliminary budget for the entire project was \$2,500,000. Completion of this project will result in all regions on the western end of PGBT District being "development ready" for water and sewer.

The SEDC Board of Directors approved a resolution in August 2014 authorizing a grant to the City for the construction located outside the TIF Zone in the amount of \$1,355,000 and an additional project loan to the TIF in the amount of \$1,145,000 for the portion of the project located within the TIF Zone. The project loan is to be repaid on an annual basis with fifty percent of the Tax Increment.



The Board of Directors of the TIF Financing Zone approved a resolution in September 2014 for their portion of the agreement. An additional agreement between the City and the Trull Foundation was approved in September 2015 which included reimbursement by the Foundation to the City of \$300,000 toward the construction of the sewer project, at such time as the property is sold. This \$300,000 reimbursement would be applied to the project loan repayment.

The final project cost is estimated at \$2,345,572.50, which consists of the contracted bid award of \$1,928,824.50 to Wilson Contracting Service, \$150,000 in contingency, and \$266,747.60 being constructed by the City of Garland. The final allocations for the SEDC grant and TIF project loan are \$1,271,300.50 and \$1,074,272.00, both under the amounts originally authorized by those entities.

#### Policy Considerations

The Sachse Economic Development Corporation is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code to provide funding for infrastructure which promotes new and expanding business enterprises.

#### Budgetary Considerations

The project was included in the 2014-2015 Capital Budget.

#### Staff Recommendations

Approve President George Bush Tollway Sewer Line Agreement, an agreement by and between the Sachse Economic Development Corporation and City of Sachse, Texas, acting by and through their respective authorized representatives.



**PGBT SANITARY SEWER  
FUNDING PLAN**

CITY COUNCIL  
FEBRUARY 1, 2016







STATE OF TEXAS

§  
§  
§  
§

**PRESIDENT GEORGE BUSH TOLLWAY  
SEWER LINE AGREEMENT**

COUNTY OF DALLAS

This agreement ("Agreement") is made by and between the Sachse Economic Development Corporation ("SEDC") and City of Sachse, Texas ("City") (each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

**WITNESSETH:**

**WHEREAS**, City has acquired the necessary right-of-way and intends to cause the design and construction of the President George Bush Tollway Sanitary Sewer Project (hereinafter defined as the "Project") with an estimated project cost of approximately Two Million Five Hundred Thousand Dollars (\$2,500,000.00); and

**WHEREAS**, City has entered into one or more agreements with the Trull Foundation to acquire necessary easements for the Project and for the Trull Foundation to contribute to the costs of the Project ("Trull Project Contribution"); and

**WHEREAS**, City has requested SEDC provide an economic development grant to the City to pay the estimated costs of the portion of the Project located outside of the City of Sachse Tax Increment Financing Zone No. 1 (the "TIF Zone") in the amount of One Million Two Hundred Seventy-One Thousand Three Hundred and 50/100 Dollars (\$1,271,300.50) (hereinafter defined as the "Project Grant"), and to provide advanced funding for the costs of the portion of the Project within the TIF Zone in the amount of One Million Seventy-Four Thousand Two Hundred Seventy-Two Dollars (\$1,074,272.00) (hereinafter defined as the "Project Loan") to be reimbursed to SEDC on an annual basis from fifty percent (50%) of the Tax Increment from the TIF Zone (hereinafter defined as the "Reimbursement Payments"); and

**WHEREAS**, City intends to use Trull Project Contributions from property within the TIF Zone toward the TIF Zone reimbursement of the Project Loan to SEDC; and

**WHEREAS**, SEDC is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code ("Act") to provide grants and funding for infrastructure which promotes new and expanding business enterprises; and

**WHEREAS**, the Board of Directors of SEDC has determined that the Project Grant and the Project Loan to be provided to City will provide and promote new and expanded business enterprises within the City of and is an authorized project under the Act; and

**WHEREAS**, the City adopted an Ordinance designating TIF Zone in accordance with the Tax Increment Financing Act, Texas Tax Code, Chapter 311 (the "TIF Act") to promote development within TIF Zone through the use of tax increment financing; and



**WHEREAS**, the TIF Act authorizes the expenditure of funds derived within a tax increment financing reinvestment zone for the payment of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality establishing a reinvestment zone that are listed in the project plan of the reinvestment zone, which expenditures and monetary obligations constitute project costs as defined by the TIF Act; and

**WHEREAS**, the contemplated Project as set forth herein is an authorized project under the TIF Act consistent with encouraging development of TIF Zone in accordance with the purposes for its creation and applicable laws; and

**WHEREAS**, the reimbursement of funds advanced by SEDC and to be reimbursed from the tax increment fund of TIF Zone for the costs of the Project is consistent with the project and financing plan for TIF Zone (the “Project Plan”); and

**WHEREAS**, the Reimbursement Payments to be paid from the tax increment fund of TIF Zone are project costs consistent with the TIF Act; and

**WHEREAS**, City has determined that allocating TIF Zone tax increment for the reimbursement of Project Loan will further the objectives of City, will benefit City and City’s inhabitants and will promote local economic development and stimulate business and commercial activity in City; and

**WHEREAS**, the TIF Zone Board of Directors has recommended that City Council approve this Agreement;

**NOW THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

## **Article I**

### **Definitions**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Bankruptcy or Insolvency” shall mean the dissolution or termination (other than a dissolution or termination by reason of a Party merging with an affiliate) of a Party’s existence as a going business, insolvency, appointment of receiver for any part of a Party’s property and such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a Party and in the event such proceeding is not voluntarily commenced by the Party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

“Captured Appraised Value” means the total appraised value of all real property taxable by the Taxing Units and located in TIF Zone for the year less the Tax Increment Base of the Taxing Units.

“City” shall mean the City of Sachse, Texas.

“Commencement of Construction shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for the construction of the Project; (ii) all necessary permits for the construction of the Project pursuant to the plans therefore have been issued by all the applicable governmental authorities; and (iii) grading of the land has commenced.

“Completion of Construction” shall mean that: (i) substantial completion of the Project has occurred; and (ii) City has inspected and accepted the Project.

“Effective Date” shall mean the last date of execution hereof.

“Expiration Date” shall mean the date the Parties have fully satisfied their respective obligations hereunder, unless sooner terminated as provided herein.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by acts of omissions of the Party), fires, explosions or floods, strikes, slowdowns or work stoppages, but may not impact any payments to be made hereunder.

“Project” shall mean the design and construction of the President George Bush Tollway Phase 1 Sanitary Sewer Project consisting of a 24-inch sewer line within the TIF Zone, 24-inch sewer line outside of the TIF Zone and a 8-inch sewer line (along Pleasant Valley Road) in the TIF Zone and related facilities, in accordance with plans approved by the City.

“Project Loan” shall mean advanced funding provided by SEDC to City for the costs of the portion of the Project within the TIF Zone in the amount of One Million Seventy-Four Thousand Two Hundred Seventy-Two Dollars (\$1,074,272.00) to be reimbursed to the SEDC through the Reimbursement Payments on an annual basis from fifty percent (50%) of the Tax Increment Fund from the TIF Zone.

“Project Grant” shall mean an economic development grant from SEDC to City to pay the estimated costs of the portion of the Project located outside of the TIF Zone in the amount of One Million Two Hundred Seventy-One Thousand Three Hundred and 50/100 Dollars (\$1,271,300.50) to be paid as set forth herein

“Reimbursement Payment” shall mean the annual payment to SEDC for reimbursement of the Project Loan from the Tax Increment as set forth herein.

“SEDC” shall mean the Sachse Economic Development Corporation.

“Tax Increment” means the total amount of property taxes by the Taxing Units for the year on the Captured Appraised Value of real property taxable by the Taxing Units and located in the TIF Zone.

“Tax Increment Base” means the total appraised value of all real property taxable by a Taxing Unit for the year in which TIF Zone was designated (2003).

“Tax Increment Fund” shall mean the funds deposited by City and any Taxing Unit in the tax increment fund for TIF Zone.

“Taxing Unit” shall mean the City and any other political subdivision or special district that taxes real property within TIF Zone that enters into a participation agreement with City to contribute to the Tax Increment Fund.

“TIF Zone” shall mean City of Sachse Tax Increment Financing Zone No. 1.

## **Article II**

### **Term**

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

## **Article III**

### **Project**

3.1 Project Construction. City agrees, subject to SEDC providing the Project Loan and Project Grant, and subject to events of Force Majeure, to cause the Commencement of Construction of the Project to occur on or before March 1, 2016, and subject to events of Force Majeure, to cause Completion of the Construction thereof to occur on or before October 1, 2016.

3.2 Design and Construction of Project. City shall make application for any necessary permits and approvals required by any applicable governmental authorities to be issued for the construction of the Project.

3.3 Project Grant. Subject to the obligation of City to satisfy all of the terms and conditions of this Agreement, SEDC agrees to provide the Project Grant to City to be paid in a lump sum amount within thirty (30) days after the Effective Date or in lesser amounts over a periodic basis as deemed necessary by the City.

3.4 Project Loan. Subject to the obligation of City to repay the Project Loan through the Reimbursement Payments and the obligation to satisfy all of the terms and conditions of this Agreement, SEDC agrees to provide the Project Loan to City to be paid in a lump sum amount within thirty (30) days after the Effective Date or in lesser amounts over a periodic basis as deemed necessary by the City. City shall, within thirty (30) days after Completion of

Construction of the Project, refund any portion of the Project Loan not expended by City for the Project.

3.5 Current Revenue. The Project Grant and Loan made hereunder shall be provided solely from lawful available funds. SEDC shall have no obligation or liability to pay any portion of the Project Grant or Loan unless SEDC appropriates funds to make such payment during the budget year in which the Project Grant or Loan is payable.

3.6 Reimbursement Payments. (a) Subject to the continued satisfaction of all the terms and conditions of this Agreement by SEDC, City agrees to reimburse SEDC for the Project Loan from the Reimbursement Payments from the Tax Increment Funds as set forth herein.

(b) City shall make Reimbursement Payments to SEDC on an annual basis on June 1 of each calendar year beginning with June 1 of the calendar year following the Commencement of Construction of the Project. The amount of each annual Reimbursement Payment shall be fifty percent (50%) of the amount of the available Tax Increment Funds after consideration of the Tax Increment Fund Priorities set forth in Section 3.7 below. The Reimbursement Payments shall continue on an annual basis until the Project Loan is repaid in full or termination of this Agreement, whichever occurs first.

(c) Parties agree that the Reimbursement Payments shall be provided solely from funds from the Tax Increment Fund and only to the extent that funds are available in the Tax Increment Fund from the TIF Zone. SEDC acknowledges and agrees that City is only obligated to reimburse SEDC for Project Loan to the extent that there are available funds from the Tax Increment Fund from TIF Zone during the term of this Agreement. Nothing in this Agreement shall be construed to obligate City to provide Reimbursement Payments from any other source of funds or to otherwise require City to pay SEDC for Project Loan in the event there are insufficient funds in the Tax Increment Fund from the TIF Zone to repay the Project Loan or in the event TIF Zone terminates prior to payment in full of the Project Loan (provided City shall not adopt an ordinance providing for termination of TIF Zone on a date earlier than provided in the ordinance that established TIF Zone unless this Agreement has been terminated). Upon the termination of this Agreement or the Expiration Date, any Reimbursement Payments under this Agreement that remain un-reimbursed or that remain unpaid, due to lack of availability of Tax Increment Funds from the TIF Zone shall no longer be considered an obligation of the TIF Zone, and any obligation of City to provide Reimbursement Payments to SEDC for the repayment of the Project Loan Costs shall automatically expire and terminate on such date.

3.7 Tax Increment Fund Priorities. (a) Except as otherwise provided herein, the funds deposited in the Tax Increment Fund from TIF Zone shall only be used for the following and applied in the following order of priority:

- (i) amounts pledged or required for payment of outstanding bonds or City debt issued for the TIF Zone, if any;
- (ii) allocation of the reasonable administrative costs of the TIF Zone;
- (iii) maintenance of a minimum balance of Twenty-Five Thousand Dollars (\$25,000.00) in the Tax Increment Fund;

- (iv) any existing agreements allocating Tax Increment Funds for other Projects in the TIF Zone; and
- (v) Reimbursement Payments to SEDC.

(b) The use of Tax Increment contributed by any other Taxing Unit shall be subject to any rules, regulations, restrictions, and limitations set forth in the respective Participation Agreement.

3.8 Current Revenue. The Reimbursement Payments to be provided herein shall be paid solely from lawful available funds in the Tax Increment Fund from the TIF Zone. Under no circumstances shall obligations of City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

#### **Article IV Termination; Repayment**

4.1 Termination. This Agreement shall terminate upon any one of the following:

- (a) by mutual written agreement of the Parties;
- (b) on Expiration Date;
- (c) upon written notice by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof;
- (d) upon written notice by SEDC, if the City fails to use the Project Loan or Grant funds for the Project within one hundred eighty (180) days; and
- (e) upon written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

4.2 Repayment. In the event the Agreement is terminated by the SEDC pursuant to Section 5.1 (c), or (d), City shall immediately pay to the SEDC an amount equal to the Project and Loan Grant paid by SEDC to the City under this Agreement as of the date of such termination. The repayment obligation of City set forth in this section 5.2 shall survive termination.

#### **Article V Miscellaneous**

5.1 Binding Agreement; Assignment. The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

5.2 Limitation on Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. It is understood and agreed between the Parties that the Parties in satisfying



the conditions of this Agreement, have acted independently, and neither Party assumes any responsibilities or liabilities to third parties in connection with these actions.

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

5.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

If intended for SEDC, to:

Attn: President  
Sachse Economic Development Corporation  
3815 Sachse Road, Building B  
Sachse, Texas 75048

With a copy to:

Peter G. Smith  
Nichols, Jackson, Dillard,  
Hager & Smith, L.L.P.  
1800 Ross Tower  
500 North Akard Street  
Dallas, Texas 75201

If intended for City, to:

Attn: Gina Nash, City Manager  
City of Sachse, Texas  
3815 Sachse Road, Building B  
Sachse, Texas 75048

With a copy to:

Peter G. Smith  
Nichols, Jackson, Dillard,  
Hager & Smith, L.L.P.  
1800 Ross Tower  
500 North Akard Street  
Dallas, Texas 75201

5.5 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

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

5.7 Amendment. This Agreement may be amended by the mutual written agreement of the Parties.

5.8 Legal Construction. 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 other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or

unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

5.10 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

5.11 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

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

5.13 Employment of Undocumented Workers. During the term of this Agreement, City agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), City shall repay the amount of the Project Grant and Loan and any other funds received by City from SEDC as of the date of such violation within one hundred twenty (120) days after the date City is notified by SEDC of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. City is not liable for a violation of this section in relation to any workers employed by a subsidiary, affiliate, or franchisee or contractor of City or by a person with whom the City contracts.

*(Signature page to follow)*

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**SACHSE ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Leslyn Blake, Chief Executive Officer

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF SACHSE, TEXAS**

By: \_\_\_\_\_  
Gina Nash, City Manager

**RESOLUTION NO. 081214-2**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SACHSE ECONOMIC DEVELOPMENT CORPORATION ("SEDC"), AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE ONE OR MORE AGREEMENTS WITH THE CITY OF SACHSE ("CITY") AND THE BOARD OF DIRECTORS OF THE CITY OF SACHSE TAX INCREMENT FINANCING ZONE NO. ONE ("TIF BOARD") FOR THE DESIGN, CONSTRUCTION AND FUNDING OF THE PRESIDENT GEORGE BUSH TOLLWAY SANITARY SEWER PHASE I PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City intends to acquire the necessary right-of-way and cause the design and construction of the President George Bush Tollway Sanitary Sewer Project (the "Project") with an estimated project cost of \$2.5 Million Dollars; and

**WHEREAS**, the City intends to enter into one or more agreements with the Trull Foundation to acquire necessary easements for the Project and for the Trull Foundation to contribute to the costs of the Project ("Trull Project Contribution") as its property is developed; and

**WHEREAS**, the City has requested the SEDC provide an economic development grant to the City to pay the estimated costs of the portion of the Project located outside of the City of Sachse Tax Increment Financing Zone No. One (the "TIF Zone") in the amount of \$1,355,000.00 ("Project Grant"), and to provide advanced funding for the costs of the portion of the Project within the TIF Zone in the amount of \$1,145,000.00 to be reimbursed to the SEDC on an annual basis from fifty percent (50%) of the Tax Increment from the TIF Zone ("Project Loan"); and

**WHEREAS**, the City intends to use Trull Project Contributions from property within the TIF Zone toward the TIF Zone reimbursement of the Project Loan to the SEDC; and

**WHEREAS**, the Board of Directors of the SEDC has determined that the Project Grant and the Project Loan to be provided to the City and the TIF Zone Board will provide and promote new and expanded business enterprises within the City of Sachse and is an authorized project under the Act; and

**WHEREAS**, the SEDC is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code ("Act") to provide funding for infrastructure which promotes new and expanding business enterprises; and

**WHEREAS**, the Board of Directors of the SEDC finds that the Project is in the best interest of the City and is an authorized Project under the Act and that the SEDC Executive Director should be authorized to negotiate and execute one or more agreements on behalf of the SEDC with the City and the TIF Board for Project and any amendments or instruments related thereto;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SACHSE ECONOMIC DEVELOPMENT CORPORATION:**

**Section 1.** That the preamble and recitals of this Resolution are found to be true and correct and are incorporated herein.

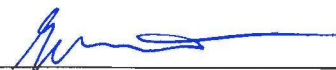
**Section 2.** That the SEDC Executive Director is authorized to negotiate and execute one or more agreements on behalf of the SEDC with the City and the TIF Board for Project, and any amendments or instruments related thereto, to pay the Project Grant for the costs of the portion of the Project located outside of TIF Zone not to exceed \$1,355,000.00, and to provide advanced funding to the City for the Project Loan for the costs of the portion of the Project within the TIF Zone not to exceed \$1,145,000.00 to be reimbursed to the SEDC on an annual basis from fifty percent (50%) of the Tax Increment from the TIF Zone.

**Section 3.** That this Resolution shall take effect immediately from and after its passage, and it is, accordingly, so resolved.

**DULY RESOLVED AND ADOPTED** by the Sachse Economic Development Corporation, this 12th day of August, 2014.

SACHSE ECONOMIC DEVELOPMENT  
CORPORATION

APPROVED:

  
\_\_\_\_\_  
Spencer Hauenstein, President

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Peter G. Smith, General Counsel  
(PGS:8-6-14: TM 67423)



**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF SACHSE TAX INCREMENT FINANCING ZONE NO. ONE ("TIF BOARD"), AUTHORIZING THE CHAIRMAN TO NEGOTIATE AND EXECUTE ONE OR MORE AGREEMENTS WITH THE CITY OF SACHSE ("CITY") AND THE SACHSE ECONOMIC DEVELOPMENT CORPORATION ("SEDC") FOR THE DESIGN, CONSTRUCTION AND FUNDING OF THE PRESIDENT GEORGE BUSH TOLLWAY SANITARY SEWER PHASE I PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City intends to acquire the necessary right-of-way and cause the design and construction of the President George Bush Tollway Sanitary Sewer Project (the "Project") with an estimated project cost of \$2.5 Million; and

**WHEREAS**, the City intends to enter into one or more agreements with the Trull Foundation to acquire necessary easements for the Project and for the Trull Foundation to contribute to the costs of the Project ("Trull Project Contribution") as its property is developed; and

**WHEREAS**, the City has requested the SEDC provide an economic development grant to the City to pay the estimated costs of the portion of the Project located outside of the City of Sachse Tax Increment Financing Zone No. One (the "TIF Zone") in the amount of \$1,355,000.00 ("Project Grant"), and to provide advanced funding for the costs of the portion of the Project within the TIF Zone in the amount of \$1,145,000.00 to be reimbursed to the SEDC from the TIF Zone on an annual basis from fifty percent (50%) of the Tax Increment from the TIF Zone ("Project Loan"); and

**WHEREAS**, the City intends to use Trull Project Contributions from property within the TIF Zone toward the TIF Zone reimbursement of the Project Loan to the SEDC; and

**WHEREAS**, the Board of Directors of the City of Sachse Tax Increment Financing Zone No. One finds that the Project is in the best interest of the City and that the TIF Board Chairman should be authorized to negotiate and execute one or more agreements on behalf of the TIF Board with the City and the SEDC for Project and any amendments or instruments related thereto;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF SACHSE TAX INCREMENT FINANCING ZONE NO. ONE:**

**Section 1.** That the preamble and recitals of this Resolution are found to be true and correct and are incorporated herein.

**Section 2.** That the TIF Board Chairman is authorized to negotiate and execute one or more agreements on behalf of the TIF Board with the City and the SEDC for Project, and any

amendments or instruments related thereto, to pay the Project Loan for the costs of the portion of the Project within the TIF Zone not to exceed \$1,145,000.00 to be reimbursed to the SEDC on an annual basis from fifty percent (50%) of the Tax Increment from the TIF Zone.

Section 3. That this Resolution shall take effect immediately from and after its passage, and it is, accordingly, so resolved.

DULY RESOLVED AND ADOPTED by the City of Sachse Tax Increment Financing Zone No. One, this 29th day of September, 2014.

TAX INCREMENT FINANCING ZONE NO.  
ONE

APPROVED:

Bobby Tilkman  
Bobby Tilkman, Chairman

APPROVED AS TO FORM:

Peter G. Smith  
Peter G. Smith, General Counsel  
(POS 9-19-14; TM 68299)

3713  
RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SACHSE, TEXAS, AND THE TRULL FOUNDATION; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Trull Foundation, a Texas non-profit foundation ("Trull Foundation") is the owner of real property located in the City of Sachse, Dallas County, Texas; and

**WHEREAS**, the Trull Foundation desires to grant the City permanent sanitary sewer easements and temporary construction easements for the construction, operation, repair, and replacement of sanitary sewer facilities; and

**WHEREAS**, the City agrees to design and construct the sanitary sewer facilities within the respective easements in accordance with plans approved by the City; and

**WHEREAS**, the Trull Foundation has agreed to reimburse the City for the costs to design and construct the sanitary sewer facilities in the amount of Three Hundred Thousand and No/100 Dollars (\$300,000); and

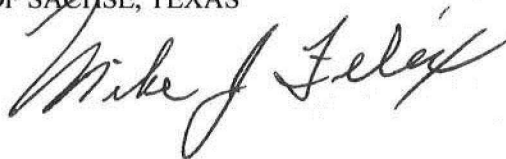
**WHEREAS**, the City agrees to waive the collection of Impact Fees assessed against the property while the property is owned by the Trull Foundation; and

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

**Section 1:** That the City Council hereby approves the terms and conditions of the Development Agreement, which is attached hereto and incorporated herein as Exhibit A, by and between the City of Sachse and the Trull Foundation, and authorizes the City Manager to execute said agreement on behalf of the City of Sachse.

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

**RESOLVED** this 1<sup>st</sup> day of September, 2015. CITY OF SACHSE, TEXAS



Mike Felix, Mayor

ATTEST:

  
Michelle Lewis Sirianni, Interim City Secretary



## Exhibit "A"



# City of Sachse, Texas

## Legislation Details (With Text)

|                       |                                                                                                                                                                                                                                                                                                                                                                             |                      |   |                      |                                                                             |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---|----------------------|-----------------------------------------------------------------------------|
| <b>File #:</b>        | 16-3205                                                                                                                                                                                                                                                                                                                                                                     | <b>Version:</b>      | 1 | <b>Name:</b>         | Award Contract for Construction of 3rd Sanitary Sewer Connection to Garland |
| <b>Type:</b>          | Agenda Item                                                                                                                                                                                                                                                                                                                                                                 | <b>Status:</b>       |   | <b>Status:</b>       | Agenda Ready                                                                |
| <b>File created:</b>  | 1/25/2016                                                                                                                                                                                                                                                                                                                                                                   | <b>In control:</b>   |   | <b>In control:</b>   | City Council                                                                |
| <b>On agenda:</b>     | 2/1/2016                                                                                                                                                                                                                                                                                                                                                                    | <b>Final action:</b> |   | <b>Final action:</b> |                                                                             |
| <b>Title:</b>         | Consider a resolution awarding the construction of the 3rd Sanitary Sewer Connection to Garland construction project to Wilson Contractor Services, LLC in the amount not to exceed two million seventy-eight thousand eight hundred twenty-four dollars and ninety cents (\$2,078,824.90); authorizing its execution by the City Manager; and providing an effective date. |                      |   |                      |                                                                             |
| <b>Sponsors:</b>      |                                                                                                                                                                                                                                                                                                                                                                             |                      |   |                      |                                                                             |
| <b>Indexes:</b>       |                                                                                                                                                                                                                                                                                                                                                                             |                      |   |                      |                                                                             |
| <b>Code sections:</b> |                                                                                                                                                                                                                                                                                                                                                                             |                      |   |                      |                                                                             |
| <b>Attachments:</b>   | <a href="#">Presentation</a><br><a href="#">Resolution</a><br><a href="#">Exhibit A - Project Map</a><br><a href="#">Exhibit B - Resolution for Garland ILA</a><br><a href="#">Exhibit C - Garland Bid Tabulation - Sachse Sewer</a><br><a href="#">Exhibit D - Sachse Bid Tabulation</a>                                                                                   |                      |   |                      |                                                                             |

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

### Title

Consider a resolution awarding the construction of the 3rd Sanitary Sewer Connection to Garland construction project to Wilson Contractor Services, LLC in the amount not to exceed two million seventy-eight thousand eight hundred twenty-four dollars and ninety cents (\$2,078,824.90); authorizing its execution by the City Manager; and providing an effective date.

### Background

This agenda item is to award the contract to construct the 3rd Sanitary Sewer Connection to Garland project to the lowest qualified bidder, Wilson Contractor Services, LLC.

The project location is shown in Exhibit "A" Project Map.

The original construction budget for the project was \$2,500,000.00. A portion of the project is located within the scope of the City of Garland's Pleasant Valley Road Bridge construction, and thus is being constructed through the City of Garland's project. Garland publicly advertised and bid their project, which was awarded to Texas Sterling Construction Company on December 1, 2015. The City of Sachse entered into an interlocal cooperation agreement with the City of Garland on May 18, 2015 for the construction of this portion of the project through City Council Resolution 3671. A copy of Resolution 3671 is shown in Exhibit "B". A copy of the bid tabulation provided by the City of Garland is attached as Exhibit "C". The cost



of the Garland portion of the 3rd Sanitary Sewer Connection to Garland is \$266,747.60.

Staff completed a publicly advertised bid process for the project, including posting in the Sachse News, and on Civcast.com, an online construction bid advertisement website. The bid timeline was as follows:

December 3, 2015 - Advertisement requesting bid proposals in the Sachse News  
December 10, 2015 - Advertisement requesting bid proposals in the Sachse News  
December 17, 2015 - Pre-Bid Meeting held at City Hall for interested parties  
January 7, 2016 - Bids opened and read aloud at City Hall

Seven bids were received and read aloud on January 7, 2016. Staff and the design engineer completed a review and tabulation of the bids received, and checked references for the lowest bid received. The tabulation of bids received is shown in Exhibit "D" Bid Tabulation. The lowest qualified bid was received from Wilson Contractor Services, LLC, in the amount of \$1,928,824.90.

Staff is recommending that a contingency of \$150,000.00 be included in the project budget. The contingency will only be utilized to fund changes to the construction scope due to unforeseen challenges in the field. At the conclusion of the project, any remaining contingency funds will be returned to the proper fund as identified in the agreements between the Sachse EDC, the TIF District, and the City of Sachse.

Staff is seeking the approval of the City Council of the City of Sachse to enter into a contract for the construction of the project.

#### Policy Considerations

The project was included in the Fiscal Year 2015-2016 budget as a capital sanitary sewer project (CIP Projects #SS-12-05, #SS-12-06, #SS-12-07).

#### Budgetary Considerations

The original construction budget for the project was \$2,500,000.00. The total project cost, based upon the bids received and staff recommendations include:

\$1,928,824.90 - 3<sup>rd</sup> Sewer Connection Project Constructed by Sachse  
\$150,000.00 - Contingency for 3<sup>rd</sup> Sewer Connection Project Constructed by Sachse  
\$266,747.60 - Sachse Sewer Constructed by Garland (includes \$50k in contingency)  
\$2,345,572.50 - Total Cost

The funding source for the project includes grants from the Sachse EDC to both the City of Sachse and the President George Bush TIF District. The allocations are:

\$1,074,272.00 - Sachse EDC loan to TIF  
\$1,271,300.50 - Sachse EDC grant to City  
\$2,345,572.50 - Total Cost

Any unused funds at the end of the project will be returned to the Sachse EDC.

The Trull Foundation, a private developer, has also agreed to provide \$300,000 in funding for the project upon the sale of properties in the area.

Staff Recommendations

Staff recommends approval of a resolution awarding a resolution awarding the construction of the 3rd Sanitary Sewer Connection to Garland construction project to Wilson Contractor Services, LLC in the amount not to exceed two million seventy-eight thousand eight hundred twenty-four dollars and ninety cents (\$2,078,824.90); authorizing its execution by the City

Manager; and providing an effective date.



## Award Bid – 3<sup>rd</sup> Sanitary Sewer Connection to Garland

City Council Meeting  
February 1, 2016

### Overview

- Project Location
- Project Details
- Garland Scope
- Sachse Bid Process
- Sachse Scope
- Project Funding
- Staff Recommendation

## Project Location



## Project Details

- Project Goals
  - Provide gravity sewer connection for future development of the PGBT corridor
  - Provide a connection point for sewer from the future southeast lift station
  - Provide sewer system capacity for build-out of the City
- Project Scope
  - 1400 linear feet of 30" diameter sewer main
  - 2800 linear feet of 24" diameter sewer main
  - 1600 linear feet of 8" diameter sewer main
  - Aerial Crossing of Rowlett Creek with erosion protection
- Project Budget = \$2,500,000.00

## Garland Scope

- A portion of the project is within the limits of Garland's project to re-construct the Pleasant Valley Road Bridge over Rowlett Creek.
- City Council approved an Interlocal Purchasing Agreement with Garland for this scope on May 18, 2015.
  - (Resolution # 3671)
- Project Scope:
  - 640 linear feet of 30" sewer
  - 80 linear feet of 24" sewer
  - 450 linear feet of 8" sewer
- Project Cost: \$266,747.60
  - (includes \$50k in contingency)
- The City of Garland included this work in their bid and construction contract.
- Garland's contractor will construct this portion of the project.



## Sachse Bid Process

- Staff completed a publicly advertised bid process for the project, including posting in the Sachse News, and on Civcast.com, a construction bidding website.
- Timeline:
  - December 3, 2015 - Advertisement requesting bid proposals in the Sachse News
  - December 10, 2015 - Advertisement requesting bid proposals in the Sachse News
  - December 17, 2015 - Pre-Bid Meeting held at City Hall for interested parties
  - January 7, 2016 - Bids opened and read aloud at City Hall
- Seven bids were received and read aloud on January 7, 2016.
- Staff and the design engineer completed a review and tabulation of the bids received, and checked references for the lowest bid.
- The lowest qualified bid was received from Wilson Contractor Services, LLC, in the amount of \$1,928,824.90.



## Sachse Scope

- Project Scope:
  - 760 linear feet of 30" sewer
  - 2720 linear feet of 24" sewer
  - 950 linear feet of 8" sewer
  - Aerial crossing of Rowlett Creek with erosion protection of the sewer main
- Staff recommends \$150,000 in contingency funds for the project.
- Project Cost: \$2,078,824.90 (includes \$150k in contingency)



## Project Funding

- Total Project Cost:
  - \$1,928,824.90 – Sachse Scope
  - \$150,000.00 – Contingency for Sachse Scope
  - \$266,747.60 – Garland Scope (On Behalf of Sachse)
  - \$2,345,572.50 - Total Cost
- Project Partners:
  - City of Sachse
  - Sachse Economic Development Corporation
  - President George Bush TIF District
- Funding Allocation:
  - \$1,074,272.00 - Sachse EDC loan to TIF
  - \$1,271,300.50 - Sachse EDC grant to City
  - \$2,345,572.50 - Total Cost



### Legend

- 30-inch Sewer (in TIF)
- 30-inch Sewer (not in TIF)
- 8-inch Sewer (Pleasant Valley Road – in TIF)

## Staff Recommendations

- Staff recommends approval of a resolution awarding a resolution of the City Council of the City of Sachse, Texas, awarding the construction of the 3rd Sanitary Sewer Connection to Garland construction project to Wilson Contractor Services, LLC in the amount not to exceed two million seventy-eight thousand eight hundred twenty-four dollars and ninety cents (\$2,078,824.90); authorizing its execution by the City Manager; and providing an effective date.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AWARDED THE CONSTRUCTION OF THE 3<sup>RD</sup> SANITARY SEWER CONNECTION TO GARLAND CONSTRUCTION PROJECT TO WILSON CONTRACTOR SERVICES, LLC IN THE AMOUNT NOT TO EXCEED TWO MILLION SEVENTY-EIGHT THOUSAND EIGHT HUNDRED TWENTY-FOUR DOLLARS AND NINETY CENTS (\$2,078,824.90); AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City's Capital Improvement Plan includes sanitary sewer system expansion; and

**WHEREAS**, the Third Sanitary Sewer Connection to Garland is identified in the City's Capital Improvement Plan as a sanitary sewer expansion project and listed as a project in the 2015-2016 City of Sachse Capital Improvement Plan; and

**WHEREAS**, the project funding sources include the Sachse Economic Development Corporation, the City of Sachse Tax Increment Financing Zone No. 1, and the Trull Foundation, a private developer; and

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

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

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

**Section 1:** That the Bid for the construction of the Third Sanitary Sewer Connection to Garland construction project is hereby awarded to Wilson Contractor Services, LLC.

**Section 2:** That the City Manager is authorized to execute an agreement with Wilson Contractor Services, LLC, in a form approved by the City Attorney.

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

**RESOLVED** this 1<sup>st</sup> day of February, 2016. CITY OF SACHSE, TEXAS

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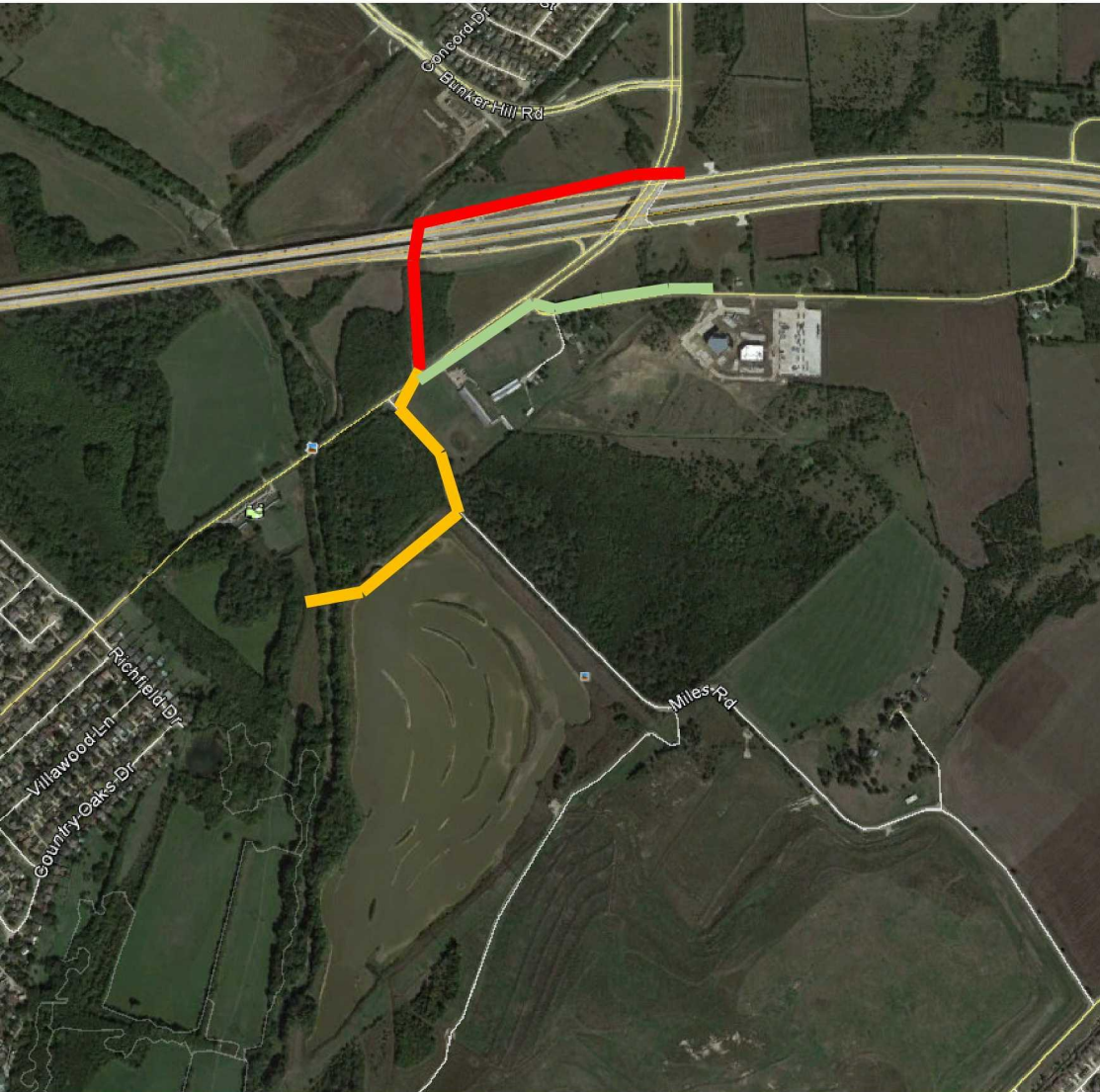
Mike J. Felix, Mayor

ATTEST:

---

Michelle Lewis Sirianni, City Secretary

## PGBT Phase 1 Sewer



### Legend

- 30-inch Sewer (in TIF)
- 30-inch Sewer (not in TIF)
- 8-inch Sewer (Pleasant Valley Road – in TIF)



**RESOLUTION NO. 3671**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT, BY AND BETWEEN THE CITY OF SACHSE, TEXAS AND THE CITY OF GARLAND, TEXAS, FOR PUBLIC TRANSPORTATION IMPROVEMENTS AND SANITARY SEWER IMPROVEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Sachse desires to construct a sanitary sewer line serving the City of Sachse, which will cross under the Pleasant Valley Road right-of-way at Miles Road from inside the city limits of Sachse into the city limits of Garland; and

**WHEREAS**, the City of Garland desires to construct public transportation improvements to portions of Pleasant Valley Road within the city limits of Garland and into the city limits of Sachse; and

**WHEREAS**, the City of Sachse and the City of Garland desire to enter into an agreement which sets forth the understandings and obligations of the Parties with respect to the construction of public transportation improvements to Pleasant Valley Road and that certain sanitary sewer line for the City of Sachse; and

**WHEREAS**, the Parties are authorized to enter into an Interlocal Cooperation Agreement pursuant to Section 791.011 of the Texas Government Code; and

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

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

**SECTION 1.** The City Manager is hereby authorized to execute the Agreement with the City of Garland for the construction of a sanitary sewer project within the city limits of the City of Garland and a public transportation project within the City of Sachse.

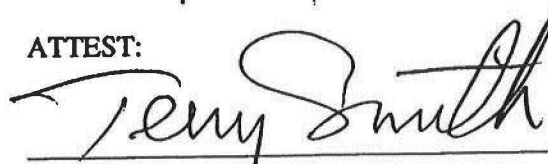
**SECTION 2.** This Resolution shall take effect immediately from and after its passage, and it is, accordingly, so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Sachse, Texas,  
this 18 day of MAY, 2015.

CITY OF SACHSE, TEXAS

  
Mike Felix, Mayor

ATTEST:

  
Terry Smith, City Secretary

STATE OF TEXAS

§

**INTERLOCAL COOPERATION**

COUNTY OF DALLAS

§

**AGREEMENT**

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between the City of Sachse, Texas ("Sachse") and the City of Garland, Texas ("Garland"), acting by and through their respective authorized representatives, pursuant to Chapter 791, Texas Government Code, as amended. The Cities of Sachse and Garland are collectively referred to herein as the "Cities" and each is individually referred to as "City" or "Party."

**RECITALS:**

**WHEREAS**, the Parties desire to enter into an agreement which sets forth the understandings and obligations of the Parties with respect to the construction of improvements to Pleasant Valley Road and that certain wastewater line for the City of Sachse; and

**WHEREAS**, the Parties are authorized to enter into this Agreement pursuant to Section 791.011 of the Texas Government Code, the Texas Interlocal Cooperation Act, which authorizes the Parties to contract with one another to perform governmental functions and services, including all or part of a function or service in recreation, public health and welfare, and streets, roads, and drainage, engineering, and other governmental functions in which the Parties are mutually interested;

**WHEREAS**, the functions and services of the Parties set forth in this Agreement are governmental functions and services which each City is authorized to perform and provide, and the terms, conditions and provisions of this Agreement are in support of and further the public health, safety welfare, and convenience of the citizens of each of the Cities and are in the public interest;

**WHEREAS**, Garland desires to construct public transportation improvements to portions of Pleasant Valley Road that run over Rowlett Creek, within the territorial limits of the City of Garland ("Project");

**WHEREAS**, the Parties agree that in order to properly connect the new construction with existing roadway, it is necessary to raise the elevation of the roadway northeast of the Pleasant Valley Road Bridge and approximately 500 feet into the City of Sachse;

**WHEREAS**, Sachse desires to construct a sanitary sewer line serving the City of Sachse, which will cross under the Pleasant Valley Road right-of-way at Miles Road from inside Sachse's city limits into Garland's city limits;

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



## **Article I Purpose**

The purpose of this Agreement is to set forth the understandings and obligations of the Parties with respect to the Project (defined below).

## **Article II Definitions**

Except when the context clearly indicates a different meaning, the following words and phrases shall have the following meanings:

“City” shall mean respectively Garland and Sachse.

“Cities” shall mean Garland and Sachse collectively.

“Designated Representative” shall mean the person designated by each City to act on its behalf during the term of this Agreement. Each City may from time to time replace the Designated Representative, at which time the City will notify the other City in writing of the newly appointed Designated Representative.

“Effective Date” shall mean the last date this Agreement is signed by authorized representatives of both Cities.

“Expiration Date” shall mean the date the parties have fully satisfied their respective obligations hereunder and the Project has been completed and accepted by the Cities.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials or labor.

“Garland” shall mean the City of Garland.

“Project” shall mean all activities related to the design and construction of the improvements to Pleasant Valley Road, within the City of Sachse city limits, and the design and construction of the Wastewater Line, within City of Garland city limits.

“Sachse” shall mean the City of Sachse.

“Wastewater Line” shall mean the approximate 1000 linear feet of variable size wastewater main crossing under Pleasant Valley Road at Miles Road, in an east to west direction, which is more particularly described in below Section 4.6.



### **Article III Term**

This Agreement shall become effective as to each Party on the date of adoption as indicated on the signature page for each Party and shall continue in force and remain binding on each Party until the Project has been completed and the Parties have substantially fulfilled each and every obligation to one another as described herein.

### **Article IV Project**

**4.1 Preparation of Pleasant Valley Road Project Plans.** The Cities acknowledge, understand, and agree that prior to the Effective Date, Garland has caused the Pleasant Valley Road Project Plans and specifications to be prepared by Grantham & Associates, Inc., a professional engineering firm and Sachse has caused the Wastewater Line project plans and specifications to be prepared by R-Delta Engineers, Inc., a professional engineering firm. The Cities further acknowledge and agree that each City shall be solely responsible for the costs related to the design of their respective portions of the Project. Garland further agrees to direct its engineer to complete the Pleasant Valley Road Project Plans to 100% completion.

**4.2 Bidding.** Garland shall be responsible for soliciting competitive bids, and awarding a contract for the construction of the Project, inclusive of the Wastewater Line, in accordance with applicable state law, including the costs related to preparation of bid packages and advertising.

**4.3 Construction Costs; Payment.**

- (a) Subject to the provisions of Section 4.6 below, Garland shall be responsible for the payment to contractors for the costs associated with construction of the Project, inclusive of the Sachse Wastewater Line.
- (b) Upon the City of Garland selecting their Contractor, Garland will provide Sachse with the itemized bid tabulation submitted by the selected Contractor for the Wastewater Line. Sachse then, within 30 days of receiving the itemized bid tabulation for the Wastewater Line, shall pay Garland the full amount set forth in the Bid Tabulation.
- (c) If the Cities determine that additional work is required after awarding the bid for the Project and such additional work is performed after written approval from Sachse of a change order related to the additional work, Sachse will pay such additional amounts to Garland as they become due.

**4.4 Acquisition of Easements.** Garland shall obtain, at Garland's cost, any necessary easements located within the City of Sachse that are required to complete the Project. The form



of any easement located within the City of Sachse shall be delivered to Sachse for approval, which shall not be unreasonably withheld, prior to the conveyance of the easement from the property owner to Garland. The city of Garland shall be named as the Grantee for any perpetual easement located within the City of Sachse. After completion and acceptance of the Project by Sachse, Garland shall assign its interests to any perpetual easement granted in connection with the Project located within the City of Sachse. Any and all temporary construction easements shall name the City of Garland as grantee.

**4.5 Right of Entry; Plans and Specifications.** Sachse hereby grants to Garland, its employees, agents, and contractors, the nonexclusive right and license to enter upon the area of the Pleasant Valley Road right-of-way located within the City of Sachse, as described and depicted in the attached **Exhibit "A"**, to conduct the necessary construction activities related to the Project as described in the Plans and Specifications, attached hereto as **Exhibit "B"** and incorporated herein by reference, which shall be in conformance with the ordinances and regulations of the City of Sachse, and approved by the Sachse City Engineer prior to the commencement of construction activities within the City of Sachse right-of-way.

**4.6 Wastewater Line.** Due to the depth of the proposed Wastewater Line, the construction of the portion of the Wastewater Line crossing beneath Pleasant Valley Road shall occur concurrently with the improvements to Pleasant Valley Road and Bridge. However, in the event that the award of the Wastewater Line Project occurs prior to the bid of Pleasant Valley Road and Bridge, Sachse may elect to construct the portion of the Wastewater Line under the Pleasant Valley Road right-of-way at such time as Sachse bids and awards the Wastewater Line Project. Notwithstanding any other provision herein to the contrary, in the event Sachse elects to construct the portion of the Wastewater Line under Pleasant Valley Road right-of-way, Sachse shall be solely responsible for paying all costs and expenses related to the Wastewater Line construction, including any and all manhole adjustments as described below in this Section 4.6.

In the event Sachse constructs the Wastewater Line prior to Garland posting the bid for the Pleasant Valley Road and Bridge Project, Garland shall include, at Sachse's cost and expense, the adjustment of the manholes for Line A and Line B to final grade of the Pleasant Valley Road Bridge plans at the following stations, which are generally depicted in the Sanitary and Sewer Line Profiles attached hereto as **Exhibit "C"**, and incorporated herein by reference:

Line A, Sta. 29+52.54,  
Line A, Sta. 30+17.46  
Line A, Sta. 32+21.53  
Line A, Sta. 33+20.14  
Line B, Sta. 1+58.83  
Line B, Sta. 4+46.74

In the event that Garland constructs the Pleasant Valley Road Project prior to Sachse's Wastewater Line, Garland shall be responsible to construct improvements which shall include, but not be limited to, the installation of the Sachse – Garland Third Sanitary Sewer Connection Line A (30" wastewater main) from Sta. 28+00 to Sta. Sta. 34+00 and Line B (8" wastewater main) from Sta. 0+00 to Sta. 4+46.74.



**4.7 Ownership and Maintenance of Improvements.** Upon full payment and completion of the Wastewater Line, ownership of the Wastewater Line improvements shall be transferred from Garland to Sachse by bill of sale or other appropriate instrument. Upon transfer of ownership of the Wastewater Line to Sachse, Sachse shall be solely responsible for the operation, maintenance, and repair of the Wastewater Line, including its appurtenances. Upon completion of the Pleasant Valley Road right-of-way improvements and final acceptance, the ownership of the improvements shall transfer to Sachse. Following the conveyance of ownership of the improvements, unless otherwise stated herein, all repair and maintenance shall be Sachse's sole responsibility.

**4.8 Maintenance Bonds.** All maintenance bonds for the Project shall be issued jointly to Sachse and Garland. Upon conveyance of ownership of the right-of-way improvements located within the City of Sachse from Garland to Sachse and the Wastewater Line, Garland agrees to assign its interest in the maintenance bonds to Sachse.

**4.9 Contractor Compliance.** Unless otherwise agreed between the Designated Representatives, Garland shall have the responsibility of determining whether the contractor has complied with the provisions in the contract for construction of the Project. Sachse shall be responsible for any costs incurred in the enforcement of the contract against the contractor for the work performed with respect to the Wastewater Line.

**4.10 Final Acceptance.** Garland shall not accept the portion of the Project within the City of Sachse and the Wastewater Line until those portions are inspected by Sachse and authorization to accept is given to Garland by the Sachse Designated Representative. Authorization to accept shall not be unreasonably withheld or delayed and, in any case, the inspection must occur within 30 days after the written request to inspect and approve is given to Sachse by Garland.

**4.11 Traffic Enforcement.** Any necessary traffic enforcement shall remain at all times with the law enforcement agency having jurisdiction over the portion of the Project within the territorial limits of the respective city.

## **Article V Miscellaneous**

**5.1 Severability.** If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

**5.2 Validity and Enforceability.** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.



**5.3 Amendment.** This Agreement may be amended only by the mutual written consent of the Parties.

**5.4 Third Parties.** This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

**5.5 Notice.** Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Designated Representative, and shall be delivered in person, or certified mail, return receipt requested, or may be transmitted by facsimile (fax) transmission.

**5.6 Governing Law.** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas.

**5.7 Headings.** The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

*(Signature pages to follow)*

A handwritten signature in blue ink, appearing to be 'WKA', is written over the text '(Signature pages to follow)'. The signature is stylized and slanted.



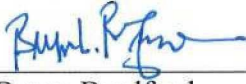
EXECUTED this 3<sup>rd</sup> day of August, 2015.

**City of Sachse, Texas**

By:   
Printed Name: Gina Nash  
Title: City Manager

EXECUTED this 6<sup>TH</sup> day of JULY, 2015.

**City of Garland, Texas**

By:   
Bryan Bradford  
City Manager

# CITY OF GARLAND BID TABULATION

**Project: PLEASANT VALLEY ROAD BRIDGE UTILITY IMPROVEMENTS**

**Work Order No.: 5815-15**

**Bid Opening Date: 10-29-2015**

**Working Days: 480**

| SECTION                   | ITEM_NO    | DESCRIPTION                             | UNIT | QUANTITY | TEXAS STERLING<br>CONSTRUCTION CO |                     | OSCAR RENDA<br>CONTRACTING, INC |                     | HAYDON CENTRAL, LLC |                     |
|---------------------------|------------|-----------------------------------------|------|----------|-----------------------------------|---------------------|---------------------------------|---------------------|---------------------|---------------------|
|                           |            |                                         |      |          | 1ST_LOW_BID                       | 1ST_LOW_TOTAL       | 2ND_LOW_BID                     | 2ND_LOW_TOTAL       | 3RD_LOW_BID         | 3RD_LOW_TOTAL       |
|                           | 480.1200   | WATER 12" PVC BORE & ENCASE             | LF   | 210      | \$350.00                          | \$73,500.00         | \$150.00                        | \$31,500.00         | \$510.00            | \$107,100.00        |
|                           | 485.1210   | WATER 12" PVC W/ 20" DR-25 PVC OPEN CUT | LF   | 76       | \$109.00                          | \$8,284.00          | \$100.00                        | \$7,600.00          | \$130.00            | \$9,880.00          |
|                           | 496.0000   | TRENCH SAFETY FURNISH & INSTALL         | LF   | 2459     | \$1.30                            | \$3,196.70          | \$10.00                         | \$24,590.00         | \$1.00              | \$2,459.00          |
|                           | 500.0600   | SANITARY SEWER 6" PVC SDR-26 FURNISH    | LF   | 50       | \$53.00                           | \$2,650.00          | \$50.00                         | \$2,500.00          | \$110.00            | \$5,500.00          |
|                           | 500.1000   | SANITARY SEWER 10" PVC SDR-26 FURNISH   | LF   | 89       | \$97.00                           | \$8,633.00          | \$70.00                         | \$6,230.00          | \$91.00             | \$8,099.00          |
|                           | 500.1200   | SANITARY SEWER 12" PVC SDR-26 FURNISH   | LF   | 1063     | \$53.00                           | \$56,339.00         | \$100.00                        | \$106,300.00        | \$61.00             | \$64,843.00         |
|                           | 535.0433   | ADD HEIGHT TO BODY OF MANHOLE FOR       | VF   | 7        | \$325.00                          | \$2,275.00          | \$250.00                        | \$1,750.00          | \$180.00            | \$1,260.00          |
|                           | 536.0500   | SAN SEWER MANHOLE PRECAST 5' DIA        | EA   | 5        | \$5,000.00                        | \$25,000.00         | \$4,000.00                      | \$20,000.00         | \$9,500.00          | \$47,500.00         |
|                           | 537.0700   | SAN SEWER MANHOLE PRECAST 7' DIA OVER   | EA   | 1        | \$9,400.00                        | \$9,400.00          | \$10,000.00                     | \$10,000.00         | \$21,800.00         | \$21,800.00         |
|                           | 596.0000   | TRENCH SAFETY                           | LF   | 1152     | \$1.30                            | \$1,497.60          | \$10.00                         | \$11,520.00         | \$1.30              | \$1,497.60          |
|                           | 1,003.0610 | IRRIGATION SLEEVE 6" PVC                | LF   | 180      | \$24.00                           | \$4,320.00          | \$50.00                         | \$9,000.00          | \$20.00             | \$3,600.00          |
| <b>Total Bid Section:</b> |            |                                         |      |          |                                   | <b>\$380,326.30</b> |                                 | <b>\$444,005.00</b> |                     | <b>\$466,732.60</b> |

**C**

## SACHSE SEWER ITEMS

|         |                                       |    |      |            |             |             |              |             |              |
|---------|---------------------------------------|----|------|------------|-------------|-------------|--------------|-------------|--------------|
| 1.0000  | BUSHES, SHRUBS & TREES CLEAR & GRUB   | AC | 0.2  | \$3,500.00 | \$700.00    | \$10,000.00 | \$2,000.00   | \$68,000.00 | \$13,600.00  |
| 2.0000  | BARBED WIRE FENCE REMOVE & RELOCATE   | LF | 115  | \$10.00    | \$1,150.00  | \$10.00     | \$1,150.00   | \$9.85      | \$1,132.75   |
| 3.0000  | 8" SDR 26 PVC PIPE OPEN CUT & INSTALL | LF | 449  | \$44.00    | \$19,756.00 | \$60.00     | \$26,940.00  | \$44.00     | \$19,756.00  |
| 4.0000  | 24" DR 21 HDPE SEWER PIPE OPEN        | LF | 78   | \$106.00   | \$8,268.00  | \$180.00    | \$14,040.00  | \$150.00    | \$11,700.00  |
| 5.0000  | 30" DR 21 HDPE SEWER PIPE OPEN        | LF | 641  | \$106.00   | \$67,946.00 | \$200.00    | \$128,200.00 | \$140.00    | \$89,740.00  |
| 6.0000  | 30" DR 21 HDPE SEWER PIPE BORE &      | LF | 78   | \$750.00   | \$58,500.00 | \$500.00    | \$39,000.00  | \$840.00    | \$65,520.00  |
| 7.0000  | TEMP PLUG FOR SEWER PIPE FURNISH      | EA | 3    | \$360.00   | \$1,080.00  | \$1,000.00  | \$3,000.00   | \$1,900.00  | \$5,700.00   |
| 8.0000  | 2000 PSI CLASS "G" CONCRETE           | CY | 3.6  | \$145.00   | \$522.00    | \$200.00    | \$720.00     | \$730.00    | \$2,628.00   |
| 9.0000  | 4' CLASS "F" SEALED CONCRETE MANHOLE  | EA | 2    | \$2,500.00 | \$5,000.00  | \$4,000.00  | \$8,000.00   | \$7,100.00  | \$14,200.00  |
| 10.0000 | 5' CLASS "F" SEALED CONCRETE MANHOLE  | EA | 5    | \$4,000.00 | \$20,000.00 | \$6,000.00  | \$30,000.00  | \$24,300.00 | \$121,500.00 |
| 11.0000 | TRENCH SAFETY FURNISH & INSTALL       | LF | 1167 | \$1.30     | \$1,517.10  | \$10.00     | \$11,670.00  | \$2.50      | \$2,917.50   |
| 12.0000 | 8" SEWER PIPE VIDEOTAPE               | LF | 449  | \$5.00     | \$2,245.00  | \$2.00      | \$898.00     | \$0.80      | \$359.20     |
| 13.0000 | 30"/24" SEWER PIPE VIDEOTAPE          | LF | 797  | \$5.00     | \$3,985.00  | \$3.00      | \$2,391.00   | \$0.80      | \$637.60     |
| 14.0000 | EROSION CONTROL                       | LS | 1    | \$5,000.00 | \$5,000.00  | \$5,000.00  | \$5,000.00   | \$15,400.00 | \$15,400.00  |
| 15.0000 | HYDROMULCH SEEDING INCLUDING          | SY | 2889 | \$6.50     | \$18,778.50 | \$1.00      | \$2,889.00   | \$4.00      | \$11,556.00  |
| 16.0000 | CAPITAL IMPROVEMENT SIGN              | EA | 2    | \$400.00   | \$800.00    | \$1,000.00  | \$2,000.00   | \$550.00    | \$1,100.00   |
| 17.0000 | TRAFFIC CONTROL IMPLEMENT             | LS | 1    | \$1,500.00 | \$1,500.00  | \$5,000.00  | \$5,000.00   | \$5,500.00  | \$5,500.00   |
| 18.0000 | CITY OF SACHSE SEWER MOBILIZATION     | LS | 1    | \$0.00     | \$0.00      | \$10,000.00 | \$10,000.00  | \$15,100.00 | \$15,100.00  |



Project: PLEASANT VALLEY ROAD BRIDGE UTILITY IMPROVEMENTS

Work Order No.: 5815-15

Bid Opening Date: 10-29-2015

Working Days: 480

| SECTION | ITEM_NO | DESCRIPTION | UNIT | QUANTITY | TEXAS STERLING<br>CONSTRUCTION CO |               | OSCAR RENDA<br>CONTRACTING, INC |               | HAYDON CENTRAL, LLC |               |
|---------|---------|-------------|------|----------|-----------------------------------|---------------|---------------------------------|---------------|---------------------|---------------|
|         |         |             |      |          | 1ST_LOW_BID                       | 1ST_LOW_TOTAL | 2ND_LOW_BID                     | 2ND_LOW_TOTAL | 3RD_LOW_BID         | 3RD_LOW_TOTAL |

|                                            |    |   |             |             |             |             |             |             |             |
|--------------------------------------------|----|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 19.0000 CITY OF SACHSE<br>SEWER UNFORESEEN | LS | 1 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 |
|--------------------------------------------|----|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|

|                       |          |  |  |  |              |              |              |
|-----------------------|----------|--|--|--|--------------|--------------|--------------|
| Total Bid<br>Section: | Lowest → |  |  |  | \$266,747.60 | \$342,898.00 | \$448,047.05 |
|-----------------------|----------|--|--|--|--------------|--------------|--------------|

D

|                                                    |    |       |             |              |             |              |             |              |
|----------------------------------------------------|----|-------|-------------|--------------|-------------|--------------|-------------|--------------|
| 103.0000 BUSHES, SHRUBS &<br>TREES CLEAR & GRUB    | AC | 2.5   | \$3,500.00  | \$8,750.00   | \$10,000.00 | \$25,000.00  | \$20,500.00 | \$51,250.00  |
| 136.0000 EXCAVATION UNCL.<br>ROADWAY               | CY | 2000  | \$5.00      | \$10,000.00  | \$6.00      | \$12,000.00  | \$19.45     | \$38,900.00  |
| 203.2000 TOP SOIL 6"                               | SY | 10000 | \$9.50      | \$95,000.00  | \$1.00      | \$10,000.00  | \$8.65      | \$86,500.00  |
| 271.0000 SODDING                                   | SY | 10000 | \$4.50      | \$45,000.00  | \$3.00      | \$30,000.00  | \$3.95      | \$39,500.00  |
| 311.0400 SIDEWALK 4" CLASS A<br>CONSTRUCT          | SY | 10926 | \$40.00     | \$437,040.00 | \$45.00     | \$491,670.00 | \$40.00     | \$437,040.00 |
| 674.1004 HEADWALL TXDOT<br>TYPE PW-N ON 10'x 4'    | EA | 2     | \$10,000.00 | \$20,000.00  | \$20,000.00 | \$40,000.00  | \$12,900.00 | \$25,800.00  |
| 674.2008 HEADWALL TXDOT<br>TYPE PW ON 2-8'x 4'     | EA | 2     | \$9,500.00  | \$19,000.00  | \$15,000.00 | \$30,000.00  | \$12,700.00 | \$25,400.00  |
| 674.3009 HEADWALL TXDOT<br>TYPE PW ON 3-4'x 3'     | EA | 2     | \$7,000.00  | \$14,000.00  | \$6,000.00  | \$12,000.00  | \$8,600.00  | \$17,200.00  |
| 674.4024 HEADWALL TXDOT<br>TYPE PW ON 4- 11'x6'    | EA | 2     | \$18,000.00 | \$36,000.00  | \$24,000.00 | \$48,000.00  | \$22,500.00 | \$45,000.00  |
| 676.2402 HEADWALL 24" TXDOT<br>CH-PW-O CONSTRUCT   | EA | 2     | \$3,500.00  | \$7,000.00   | \$2,500.00  | \$5,000.00   | \$4,700.00  | \$9,400.00   |
| 681.0000 RAILING PEDESTRIAN<br>TYPE PR (STEEL)     | LF | 394   | \$83.00     | \$32,702.00  | \$100.00    | \$39,400.00  | \$110.00    | \$43,340.00  |
| 800.2400 STORM SEWER 24"<br>RCP CLASS III          | LF | 30    | \$119.00    | \$3,570.00   | \$110.00    | \$3,300.00   | \$93.00     | \$2,790.00   |
| 860.0403 BOX CULVERT 04' x<br>03' FURNISH &        | LF | 96    | \$349.00    | \$33,504.00  | \$270.00    | \$25,920.00  | \$190.00    | \$18,240.00  |
| 860.0804 BOX CULVERT 8' x 4'<br>FURNISH & INSTALL  | LF | 64    | \$755.00    | \$48,320.00  | \$600.00    | \$38,400.00  | \$430.00    | \$27,520.00  |
| 860.1004 BOX CULVERT 10' x 4'<br>FURNISH & INSTALL | LF | 32    | \$1,066.00  | \$34,112.00  | \$800.00    | \$25,600.00  | \$540.00    | \$17,280.00  |
| 860.1106 BOX CULVERT 11' x 6'<br>FURNISH & INSTALL | LF | 128   | \$1,226.00  | \$156,928.00 | \$1,500.00  | \$192,000.00 | \$690.00    | \$88,320.00  |
| 896.0000 TRENCH SAFETY                             | LF | 360   | \$1.30      | \$456.00     | \$10.00     | \$3,500.00   | \$3.20      | \$1,120.00   |

|                       |                |                |              |
|-----------------------|----------------|----------------|--------------|
| Total Bid<br>Section: | \$1,001,381.00 | \$1,031,790.00 | \$974,600.00 |
|-----------------------|----------------|----------------|--------------|

E

|                                                    |    |      |            |                |            |                |            |                |
|----------------------------------------------------|----|------|------------|----------------|------------|----------------|------------|----------------|
| 215.1000 CEMENT STABILIZED<br>BACKFILL             | CY | 309  | \$200.00   | \$61,800.00    | \$100.00   | \$30,900.00    | \$170.00   | \$52,530.00    |
| 347.0501 CONCRETE RIPRAP 5"<br>FURNISH & INSTALL   | CY | 231  | \$510.00   | \$117,810.00   | \$400.00   | \$92,400.00    | \$610.00   | \$140,910.00   |
| 610.1200 BRIDGE BENT CLASS C<br>CONCRETE           | CY | 1576 | \$900.00   | \$1,418,400.00 | \$900.00   | \$1,418,400.00 | \$660.00   | \$1,040,160.00 |
| 610.7015 BRIDGE ABUTMENT<br>CLASS C CONCRETE       | CY | 122  | \$970.00   | \$118,340.00   | \$800.00   | \$97,600.00    | \$740.00   | \$90,280.00    |
| 613.1000 BRIDGE COLUMN<br>CLASS C CONCRETE         | CY | 993  | \$1,000.00 | \$993,000.00   | \$1,500.00 | \$1,489,500.00 | \$1,350.00 | \$1,340,550.00 |
| 614.1000 STEEL (MISC NON-<br>BRIDGE) FURNISH &     | LB | 2480 | \$10.00    | \$24,800.00    | \$10.00    | \$24,800.00    | \$6.90     | \$17,112.00    |
| 615.1000 BRIDGE FOOTING<br>CLASS C CONCRETE        | CY | 100  | \$3,200.00 | \$320,000.00   | \$700.00   | \$70,000.00    | \$1,000.00 | \$100,000.00   |
| 616.1000 BRIDGE SLAB CLASS C<br>CONCRETE FURNISH & | CY | 230  | \$1,500.00 | \$345,000.00   | \$550.00   | \$126,500.00   | \$1,400.00 | \$322,000.00   |
| 616.2000 BRIDGE SLAB<br>REINFORCED                 | CY | 3608 | \$780.00   | \$2,814,240.00 | \$550.00   | \$1,984,400.00 | \$710.00   | \$2,561,680.00 |

CITY OF SACHSE, TEXAS  
Summary By: WL  
Checked By: GP

Date: 06/13/2012

|          |           |      |                                                                                                                                                                                                                                               | Wilson Contractor Services, LLC |              | Mountain Cascade of Texas |              | Thalle Construction Company |              | ARK Contracting Services |              | Saber Development Corporation |              | Reyes Group |              | Atkins Brothers Equipment Comp. |              |
|----------|-----------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------|---------------------------|--------------|-----------------------------|--------------|--------------------------|--------------|-------------------------------|--------------|-------------|--------------|---------------------------------|--------------|
| ITEM NO. | EST. QTY. | UNIT | DESCRIPTION / UNIT PRICE                                                                                                                                                                                                                      | UNIT PRICE                      | TOTAL AMOUNT | UNIT PRICE                | TOTAL AMOUNT | UNIT PRICE                  | TOTAL AMOUNT | UNIT PRICE               | TOTAL AMOUNT | UNIT PRICE                    | TOTAL AMOUNT | UNIT PRICE  | TOTAL AMOUNT | UNIT PRICE                      | TOTAL AMOUNT |
| 1        | 1.8       | Ac   | For clearing, grubbing and removal of all bushes, shrubs and trees ...etc in densely wooded areas as needed along the proposed alignment, for the sum of:                                                                                     |                                 |              |                           |              |                             |              |                          |              |                               |              |             |              |                                 |              |
|          |           |      | DOLLARS<br>CENTS                                                                                                                                                                                                                              | \$17,000.00                     | \$30,600.00  | \$13,000.00               | \$23,400.00  | \$50,000.00                 | \$90,000.00  | \$20,000.00              | \$36,000.00  | \$7,500.00                    | \$13,500.00  | \$11,000.00 | \$19,800.00  | \$5,000.00                      | \$9,000.00   |
|          |           |      | per Acre                                                                                                                                                                                                                                      |                                 |              |                           |              |                             |              |                          |              |                               |              |             |              |                                 |              |
| 2        | 4         | Ea   | Clear, grub and dispose of all trees as noted in the plans or as directed by the City for the sum of:                                                                                                                                         |                                 |              |                           |              |                             |              |                          |              |                               |              |             |              |                                 |              |
|          |           |      | DOLLARS<br>CENTS                                                                                                                                                                                                                              | \$600.00                        | \$2,400.00   | \$2,000.00                | \$8,000.00   | \$1,500.00                  | \$6,000.00   | \$1,200.00               | \$4,800.00   | \$8,000.00                    | \$32,000.00  | \$600.00    | \$2,400.00   | \$1,500.00                      | \$6,000.00   |
|          |           |      | per Each                                                                                                                                                                                                                                      |                                 |              |                           |              |                             |              |                          |              |                               |              |             |              |                                 |              |
| 3        | 5,875     | CY   | Unclassified channel excavation including all clearing, hauling and disposal of surplus for the sum of:                                                                                                                                       |                                 |              |                           |              |                             |              |                          |              |                               |              |             |              |                                 |              |
|          |           |      | DOLLARS<br>CENTS                                                                                                                                                                                                                              | \$14.00                         | \$82,250.00  | \$15.00                   | \$88,125.00  | \$25.00                     | \$146,875.00 | \$12.00                  | \$70,500.00  | \$15.00                       | \$88,125.00  | \$4.00      | \$23,500.00  | \$13.00                         | \$76,375.00  |
|          |           |      | per Cubic Yard                                                                                                                                                                                                                                |                                 |              |                           |              |                             |              |                          |              |                               |              |             |              |                                 |              |
| 4        | 4,152     | CY   | For compaction of fill dirt in all areas designated on the plans to 95% standard proctor density at a minimum of 2 percentage points above optimum moisture content and including all hauling and placement for the sum of:                   |                                 |              |                           |              |                             |              |                          |              |                               |              |             |              |                                 |              |
|          |           |      | DOLLARS<br>CENTS                                                                                                                                                                                                                              | \$5.00                          | \$20,760.00  | \$15.00                   | \$62,280.00  | \$5.00                      | \$20,760.00  | \$14.00                  | \$58,128.00  | \$10.00                       | \$41,520.00  | \$9.00      | \$37,368.00  | \$23.00                         | \$95,496.00  |
|          |           |      | per Cubic Yard                                                                                                                                                                                                                                |                                 |              |                           |              |                             |              |                          |              |                               |              |             |              |                                 |              |
| 5        | 300       | CY   | Subgrade replacement under proposed sanitary sewer trench including all incidentals necessary according to the plans, details, and specifications for the sum of:                                                                             |                                 |              |                           |              |                             |              |                          |              |                               |              |             |              |                                 |              |
|          |           |      | DOLLARS<br>CENTS                                                                                                                                                                                                                              | \$34.00                         | \$10,200.00  | \$20.00                   | \$6,000.00   | \$75.00                     | \$22,500.00  | \$25.00                  | \$7,500.00   | \$50.00                       | \$15,000.00  | \$15.00     | \$4,500.00   | \$40.00                         | \$12,000.00  |
|          |           |      | per Cubic Yard                                                                                                                                                                                                                                |                                 |              |                           |              |                             |              |                          |              |                               |              |             |              |                                 |              |
| 6        | 1,579     | LF   | Open cut trench and install 8" SDR 35 PVC pipe including all incidentals necessary all according to the plans, specifications, and details for the sum of:                                                                                    |                                 |              |                           |              |                             |              |                          |              |                               |              |             |              |                                 |              |
|          |           |      | DOLLARS<br>CENTS                                                                                                                                                                                                                              | \$41.00                         | \$64,739.00  | \$50.00                   | \$78,950.00  | \$60.00                     | \$94,740.00  | \$90.00                  | \$142,110.00 | \$55.00                       | \$86,845.00  | \$92.00     | \$145,268.00 | \$100.00                        | \$157,900.00 |
|          |           |      | per Linear Feet                                                                                                                                                                                                                               |                                 |              |                           |              |                             |              |                          |              |                               |              |             |              |                                 |              |
| 7        | 127       | LF   | Bore 8" PR 160 SDR 26 PVC sanitary sewer including smooth bore 16" steel casing pipe with non-shrink cement grout plugging all according to the plans, specifications and details for the sum of:                                             |                                 |              |                           |              |                             |              |                          |              |                               |              |             |              |                                 |              |
|          |           |      | DOLLARS<br>CENTS                                                                                                                                                                                                                              | \$210.00                        | \$26,670.00  | \$400.00                  | \$50,800.00  | \$380.00                    | \$48,240.00  | \$480.00                 | \$60,960.00  | \$460.00                      | \$58,420.00  | \$430.00    | \$54,610.00  | \$400.00                        | \$50,800.00  |
|          |           |      | per Linear Feet                                                                                                                                                                                                                               |                                 |              |                           |              |                             |              |                          |              |                               |              |             |              |                                 |              |
| 8        | 2,594     | LF   | Open cut trench and install 24" DR 21 HDPE sanitary sewer pipe including all incidentals necessary according to the plans, specifications and details for the sum of:                                                                         |                                 |              |                           |              |                             |              |                          |              |                               |              |             |              |                                 |              |
|          |           |      | DOLLARS<br>CENTS                                                                                                                                                                                                                              | \$128.80                        | \$334,107.20 | \$140.00                  | \$363,160.00 | \$100.00                    | \$259,400.00 | \$176.00                 | \$456,544.00 | \$198.00                      | \$513,612.00 | \$185.00    | \$479,890.00 | \$250.00                        | \$648,500.00 |
|          |           |      | per Linear Feet                                                                                                                                                                                                                               |                                 |              |                           |              |                             |              |                          |              |                               |              |             |              |                                 |              |
| 9        | 1327      | LF   | Open cut trench and install 30" DR 21 HDPE sanitary sewer pipe including all incidentals necessary according to the plans, specifications and details for the sum of:                                                                         |                                 |              |                           |              |                             |              |                          |              |                               |              |             |              |                                 |              |
|          |           |      | DOLLARS<br>CENTS                                                                                                                                                                                                                              | \$161.50                        | \$214,310.50 | \$190.00                  | \$252,130.00 | \$105.00                    | \$139,335.00 | \$198.00                 | \$262,746.00 | \$213.00                      | \$282,651.00 | \$200.00    | \$265,400.00 | \$275.00                        | \$364,925.00 |
|          |           |      | per Linear Feet                                                                                                                                                                                                                               |                                 |              |                           |              |                             |              |                          |              |                               |              |             |              |                                 |              |
| 10       | 200       | LF   | Bore 24" DR 21 HDPE sanitary sewer pipe including smooth bore 30" steel casing pipe all according to the plans, specifications and details for the sum of:                                                                                    |                                 |              |                           |              |                             |              |                          |              |                               |              |             |              |                                 |              |
|          |           |      | DOLLARS<br>CENTS                                                                                                                                                                                                                              | \$450.00                        | \$90,000.00  | \$700.00                  | \$140,000.00 | \$607.00                    | \$121,400.00 | \$880.00                 | \$176,000.00 | \$900.00                      | \$180,000.00 | \$640.00    | \$128,000.00 | \$900.00                        | \$180,000.00 |
|          |           |      | per Linear Feet                                                                                                                                                                                                                               |                                 |              |                           |              |                             |              |                          |              |                               |              |             |              |                                 |              |
| 11       | 50        | LF   | Bore 30" DR 21 HDPE sanitary sewer pipe including smooth bore 36" steel casing pipe all according to the plans, specifications and details for the sum of:                                                                                    |                                 |              |                           |              |                             |              |                          |              |                               |              |             |              |                                 |              |
|          |           |      | DOLLARS<br>CENTS                                                                                                                                                                                                                              | \$505.00                        | \$25,250.00  | \$1,000.00                | \$50,000.00  | \$750.00                    | \$37,500.00  | \$1,000.00               | \$50,000.00  | \$1,300.00                    | \$65,000.00  | \$797.00    | \$39,850.00  | \$920.00                        | \$46,000.00  |
|          |           |      | per Linear Feet                                                                                                                                                                                                                               |                                 |              |                           |              |                             |              |                          |              |                               |              |             |              |                                 |              |
| 12       | 120       | LF   | Furnish and install 30" inch DR 21 HDPE sanitary sewer pipe in aerial crossing carrier pipe including all casing spacers, 2000 psi plugging, and all incidentals necessary according to the plans, specifications and details for the sum of: |                                 |              |                           |              |                             |              |                          |              |                               |              |             |              |                                 |              |
|          |           |      | DOLLARS<br>CENTS                                                                                                                                                                                                                              | \$90.05                         | \$10,806.00  | \$100.00                  | \$12,000.00  | \$140.00                    | \$16,800.00  | \$210.00                 | \$25,200.00  | \$185.00                      | \$22,200.00  | \$140.00    | \$16,800.00  | \$400.00                        | \$48,000.00  |
|          |           |      | per Linear Feet                                                                                                                                                                                                                               |                                 |              |                           |              |                             |              |                          |              |                               |              |             |              |                                 |              |
| 13       | 120       | LF   | Furnish and install 34" inch diameter, 3/8" wall thickness ASTM A53 Grade B or ASTM A252 Grade 2 steel casing pipe for aerial crossing, all according to the plans, specifications and details for the sum of:                                |                                 |              |                           |              |                             |              |                          |              |                               |              |             |              |                                 |              |
|          |           |      | DOLLARS<br>CENTS                                                                                                                                                                                                                              | \$200.00                        | \$24,000.00  | \$200.00                  | \$24,000.00  | \$500.00                    | \$60,000.00  | \$260.00                 | \$31,200.00  | \$250.00                      | \$30,000.00  | \$291.00    | \$34,920.00  | \$300.00                        | \$36,000.00  |
|          |           |      | per Linear Feet                                                                                                                                                                                                                               |                                 |              |                           |              |                             |              |                          |              |                               |              |             |              |                                 |              |

|    | ITEM NO. | EST. QTY. | UNIT | DESCRIPTION / UNIT PRICE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | UNIT PRICE  | TOTAL AMOUNT | UNIT PRICE  | TOTAL AMOUNT | UNIT PRICE  | TOTAL AMOUNT | UNIT PRICE  | TOTAL AMOUNT | UNIT PRICE  | TOTAL AMOUNT | UNIT PRICE  | TOTAL AMOUNT | UNIT PRICE   | TOTAL AMOUNT |  |  |
|----|----------|-----------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------|-------------|--------------|-------------|--------------|-------------|--------------|-------------|--------------|-------------|--------------|--------------|--------------|--|--|
| 14 | 14       | 56        | VF   | Construct 36 inch diameter 3600 PSI reinforced concrete drilled shaft (Aerial Crossing) including all excavation, temporary casing, reinforcement, dewatering, and all incidentals necessary to complete, in place, all according to the plans, details, and specifications for the sum of:                                                                                                                                                                                                                                                                          |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
|    |          |           |      | DOLLARS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
|    |          |           |      | CENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$990.00    | \$55,440.00  | \$1,000.00  | \$56,000.00  | \$100.00    | \$5,600.00   | \$210.00    | \$11,760.00  | \$450.00    | \$25,200.00  | \$1,000.00  | \$56,000.00  | \$600.00     | \$33,600.00  |  |  |
|    |          |           |      | per Vertical Foot                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
| 15 | 15       | 4         | CV   | Construct 36 inch diameter 3600 PSI reinforced concrete Aerial Crossing support columns including all excavation, forming, reinforcement, backfilling, and all incidentals necessary to complete, in place, all according to the plans, details, and specifications for the sum of:                                                                                                                                                                                                                                                                                  |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
|    |          |           |      | DOLLARS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
|    |          |           |      | CENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$12,700.00 | \$53,340.00  | \$15,000.00 | \$63,000.00  | \$20,000.00 | \$84,000.00  | \$1,500.00  | \$6,300.00   | \$810.00    | \$3,402.00   | \$3,500.00  | \$14,700.00  | \$1,700.00   | \$7,140.00   |  |  |
|    |          |           |      | per Cubic Yard                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
| 16 | 16       | 11.7      | CV   | Construct 3600 PSI reinforced concrete Aerial Crossing support caps including all excavation, forming, reinforcement, backfilling, and all incidentals necessary to complete, in place, all according to the plans, details, and specifications for the sum of:                                                                                                                                                                                                                                                                                                      |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
|    |          |           |      | DOLLARS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
|    |          |           |      | CENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$3,000.00  | \$35,100.00  | \$1,000.00  | \$11,700.00  | \$5,000.00  | \$58,500.00  | \$1,600.00  | \$18,720.00  | \$810.00    | \$9,477.00   | \$3,000.00  | \$35,100.00  | \$1,700.00   | \$19,890.00  |  |  |
|    |          |           |      | per Cubic Yard                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
| 17 | 17       | 1         | LS   | Furnish and install 3600 PSI reinforced concrete sanitary sewer meter vault including excavation, forming, reinforcement, backfilling, aluminum access door (Type W-APS by USF Fabrication, or approved equal), ¼ HP submersible sump pump (Myers, or approved equal), pipe saddles (Material Resources Standon model S92 or approved equal), lighting, electrical service including all panels and enclosures, supports, conduits, switches, and all incidentals necessary to complete in place according to the plans, specifications, and details for the sum of: |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
|    |          |           |      | DOLLARS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
|    |          |           |      | CENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$58,719.40 | \$58,719.40  | \$50,000.00 | \$50,000.00  | \$60,000.00 | \$60,000.00  | \$80,000.00 | \$80,000.00  | \$52,000.00 | \$52,000.00  | \$85,987.00 | \$85,987.00  | \$200,000.00 | \$200,000.00 |  |  |
|    |          |           |      | per Lump Sum                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
| 18 | 18       | 75        | LF   | Construct 2 inch Schedule 40 PVC sump discharge line, including check valve, connections to Meter Vault sump and sanitary sewer manhole and all incidentals necessary to complete according to the plans, specifications and details for the sum of:                                                                                                                                                                                                                                                                                                                 |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
|    |          |           |      | DOLLARS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
|    |          |           |      | CENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$12.00     | \$900.00     | \$10.00     | \$750.00     | \$300.00    | \$22,500.00  | \$20.00     | \$1,500.00   | \$15.00     | \$1,125.00   | \$24.00     | \$1,800.00   | \$100.00     | \$7,500.00   |  |  |
|    |          |           |      | per Linear Foot                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
| 19 | 19       | 5         | EA   | Construct 4 foot diameter Class "F" (4200 PSI) reinforced concrete sanitary sewer manhole, including all incidentals necessary to complete according to the plans, specifications and details for the sum of:                                                                                                                                                                                                                                                                                                                                                        |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
|    |          |           |      | DOLLARS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
|    |          |           |      | CENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$3,770.00  | \$18,850.00  | \$6,000.00  | \$30,000.00  | \$6,700.00  | \$33,500.00  | \$7,500.00  | \$37,500.00  | \$5,100.00  | \$25,500.00  | \$13,534.00 | \$67,670.00  | \$10,000.00  | \$50,000.00  |  |  |
|    |          |           |      | per Each                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
| 20 | 20       | 2         | EA   | Construct 4 foot diameter Class "F" (4200 PSI) reinforced concrete type "S" sealed sanitary sewer manhole, including all incidentals necessary to complete according to the plans, specifications and details for the sum of:                                                                                                                                                                                                                                                                                                                                        |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
|    |          |           |      | DOLLARS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
|    |          |           |      | CENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$3,350.00  | \$6,700.00   | \$7,000.00  | \$14,000.00  | \$5,700.00  | \$11,400.00  | \$8,000.00  | \$16,000.00  | \$5,200.00  | \$10,400.00  | \$13,470.00 | \$26,940.00  | \$11,000.00  | \$22,000.00  |  |  |
|    |          |           |      | per Each                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
| 21 | 21       | 3         | EA   | Construct 5 foot diameter Class "F" (4200 PSI) reinforced concrete sanitary sewer manhole, including all incidentals necessary to complete according to the plans, specifications and details for the sum of:                                                                                                                                                                                                                                                                                                                                                        |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
|    |          |           |      | DOLLARS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
|    |          |           |      | CENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$5,360.00  | \$16,080.00  | \$10,000.00 | \$30,000.00  | \$8,000.00  | \$24,000.00  | \$9,000.00  | \$27,000.00  | \$7,800.00  | \$23,400.00  | \$14,882.00 | \$44,646.00  | \$13,000.00  | \$39,000.00  |  |  |
|    |          |           |      | per Each                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
| 22 | 22       | 11        | EA   | Construct 5 foot diameter Class "F" (4200 PSI) reinforced concrete type "S" sealed sanitary sewer manhole, including all incidentals necessary to complete according to the plans, specifications and details for the sum:                                                                                                                                                                                                                                                                                                                                           |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
|    |          |           |      | DOLLARS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
|    |          |           |      | CENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$5,100.00  | \$56,100.00  | \$10,000.00 | \$110,000.00 | \$8,000.00  | \$88,000.00  | \$10,000.00 | \$110,000.00 | \$8,500.00  | \$93,500.00  | \$10,000.00 | \$110,000.00 | \$14,000.00  | \$154,000.00 |  |  |
|    |          |           |      | per Each                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
| 23 | 23       | 1         | EA   | Furnish and install A-LOK X-CEL 970 (or approved equal) pipe to manhole compression connection for 30" O.D. HDPE DR21 pipe to 5 foot inside diameter sanitary sewer manhole, including all incidentals necessary to complete according to the plans, specifications, and details for the sum of:                                                                                                                                                                                                                                                                     |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
|    |          |           |      | DOLLARS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
|    |          |           |      | CENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$1,000.00  | \$1,000.00   | \$1,000.00  | \$1,000.00   | \$2,500.00  | \$2,500.00   | \$8,000.00  | \$8,000.00   | \$2,900.00  | \$2,900.00   | \$1,973.00  | \$1,973.00   | \$5,000.00   | \$5,000.00   |  |  |
|    |          |           |      | per Each                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
| 24 | 24       | 6         | EA   | Construct 5 foot diameter Class "F" (4200 PSI) precast or cast in place sanitary sewer manhole with internal drop, including all incidentals necessary to complete according to the plans, specifications and details for the sum of:                                                                                                                                                                                                                                                                                                                                |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
|    |          |           |      | DOLLARS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
|    |          |           |      | CENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$7,100.00  | \$42,600.00  | \$10,000.00 | \$60,000.00  | \$10,000.00 | \$60,000.00  | \$16,000.00 | \$96,000.00  | \$13,500.00 | \$81,000.00  | \$20,500.00 | \$123,000.00 | \$16,000.00  | \$96,000.00  |  |  |
|    |          |           |      | per Each                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
| 25 | 25       | 1         | EA   | Construct 6 foot diameter Class "F" (4200 PSI) reinforced concrete sealed sanitary sewer manhole over existing sewer line, including all incidentals necessary to complete according to the plans, specifications and details for the sum of                                                                                                                                                                                                                                                                                                                         |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
|    |          |           |      | DOLLARS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |
|    |          |           |      | CENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$7,370.00  | \$7,370.00   | \$15,000.00 | \$15,000.00  | \$15,000.00 | \$15,000.00  | \$16,000.00 | \$16,000.00  | \$8,900.00  | \$8,900.00   | \$28,312.00 | \$28,312.00  | \$17,000.00  | \$17,000.00  |  |  |
|    |          |           |      | per Each                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             |              |             |              |             |              |             |              |             |              |             |              |              |              |  |  |

| ITEM NO. | EST. QTY. | UNIT  | DESCRIPTION / UNIT PRICE | UNIT PRICE                                                                                                                                                                                                                                                                        | TOTAL AMOUNT | UNIT PRICE   | TOTAL AMOUNT | UNIT PRICE   | TOTAL AMOUNT | UNIT PRICE   | TOTAL AMOUNT | UNIT PRICE   | TOTAL AMOUNT | UNIT PRICE   | TOTAL AMOUNT | UNIT PRICE   | TOTAL AMOUNT |
|----------|-----------|-------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 26       | 26        | 144   | SY                       | Pulverizing, mixing, and compacting 8 inch thick lime stabilized (44lb/SY) subgrade preparation, including all incidentals necessary to complete according to the plans, specifications and details for the sum of:                                                               |              |              |              |              |              |              |              |              |              |              |              |              |              |
|          |           |       |                          | DOLLARS<br>CENTS                                                                                                                                                                                                                                                                  | \$30.00      | \$4,320.00   | \$10.00      | \$1,440.00   | \$31.00      | \$4,464.00   | \$80.00      | \$11,520.00  | \$120.00     | \$17,280.00  | \$11.00      | \$1,584.00   | \$100.00     |
| 27       | 27        | 3     | Ton                      | Hydrated lime for subgrade treatment all according to the plans and specifications complete and in place for the sum of :                                                                                                                                                         |              |              |              |              |              |              |              |              |              |              |              |              |              |
|          |           |       |                          | DOLLARS<br>CENTS                                                                                                                                                                                                                                                                  | \$135.00     | \$405.00     | \$500.00     | \$1,500.00   | \$0.01       | \$0.03       | \$300.00     | \$900.00     | \$158.00     | \$474.00     | \$202.00     | \$606.00     | \$90.00      |
| 28       | 28        | 127   | SY                       | Construct 6 inch Class "C" reinforced concrete metering station access driveway paving, including all incidentals necessary to complete according to the plans, specifications and details for the sum of:                                                                        |              |              |              |              |              |              |              |              |              |              |              |              |              |
|          |           |       |                          | DOLLARS<br>CENTS                                                                                                                                                                                                                                                                  | \$111.00     | \$14,097.00  | \$75.00      | \$9,525.00   | \$150.00     | \$19,050.00  | \$90.00      | \$11,430.00  | \$44.00      | \$5,588.00   | \$65.00      | \$8,255.00   | \$110.00     |
| 29       | 29        | 3     | EA                       | Furnish and install 6" Pipe Bollard including grout filler, concrete foundation and all incidentals necessary to complete according to the plans, specifications and details for the sum of:                                                                                      |              |              |              |              |              |              |              |              |              |              |              |              |              |
|          |           |       |                          | DOLLARS<br>CENTS                                                                                                                                                                                                                                                                  | \$1,400.00   | \$4,200.00   | \$500.00     | \$1,500.00   | \$800.00     | \$2,400.00   | \$400.00     | \$1,200.00   | \$150.00     | \$450.00     | \$1,305.00   | \$3,915.00   | \$700.00     |
| 30       | 30        | 53    | LF                       | Furnish and install 30" Class "C" reinforced concrete storm sewer in variable depth trench including all incidentals necessary according to the plans for the sum of:                                                                                                             |              |              |              |              |              |              |              |              |              |              |              |              |              |
|          |           |       |                          | DOLLARS<br>CENTS                                                                                                                                                                                                                                                                  | \$122.00     | \$6,466.00   | \$200.00     | \$10,600.00  | \$300.00     | \$15,900.00  | \$180.00     | \$9,540.00   | \$150.00     | \$7,950.00   | \$149.00     | \$7,897.00   | \$150.00     |
| 31       | 31        | 1     | EA                       | Construct 3000 PSI reinforced concrete City of Sachse Standard Type "C" headwall, including excavation, forming, reinforcement, and all incidentals necessary to complete according to the plans, specifications and details for the sum of:                                      |              |              |              |              |              |              |              |              |              |              |              |              |              |
|          |           |       |                          | DOLLARS<br>CENTS                                                                                                                                                                                                                                                                  | \$2,400.00   | \$2,400.00   | \$10,000.00  | \$10,000.00  | \$6,000.00   | \$6,000.00   | \$5,000.00   | \$5,000.00   | \$1,732.00   | \$1,732.00   | \$7,481.00   | \$7,481.00   | \$7,500.00   |
| 32       | 32        | 31    | SY                       | Construct City of Sachse Standard Type III 3000 PSI reinforced concrete lined channel paving including all rock or granular embedment and all incidentals necessary to complete according to the plans, specifications and details for the sum of:                                |              |              |              |              |              |              |              |              |              |              |              |              |              |
|          |           |       |                          | DOLLARS<br>CENTS                                                                                                                                                                                                                                                                  | \$193.00     | \$5,983.00   | \$100.00     | \$3,100.00   | \$700.00     | \$21,700.00  | \$110.00     | \$3,410.00   | \$58.00      | \$1,798.00   | \$77.00      | \$2,387.00   | \$200.00     |
| 33       | 33        | 323   | CY                       | Construct PVC coated gabion retaining wall including all rock, filter fabric, filter material, reinforcement, cement grouting, backfilling, dewatering and all incidentals necessary to complete in place all according to the plans, specifications, and details for the sum of: |              |              |              |              |              |              |              |              |              |              |              |              |              |
|          |           |       |                          | DOLLARS<br>CENTS                                                                                                                                                                                                                                                                  | \$630.00     | \$203,490.00 | \$500.00     | \$161,500.00 | \$354.00     | \$114,342.00 | \$400.00     | \$129,200.00 | \$575.00     | \$185,725.00 | \$442.00     | \$142,766.00 | \$310.00     |
| 34       | 34        | 17    | CY                       | Construct 6" thick PVC coated gabion mats, including all rock, filter fabric, cement grouting, backfilling, dewatering and all incidentals necessary to complete in place all according to the plans, specifications, and details for the sum of:                                 |              |              |              |              |              |              |              |              |              |              |              |              |              |
|          |           |       |                          | DOLLARS<br>CENTS                                                                                                                                                                                                                                                                  | \$440.00     | \$7,480.00   | \$300.00     | \$5,100.00   | \$284.00     | \$4,828.00   | \$340.00     | \$5,780.00   | \$400.00     | \$6,800.00   | \$354.00     | \$6,018.00   | \$350.00     |
| 35       | 35        | 53    | CY                       | Construct 12" thick PVC coated gabion mats, including all rock, filter fabric, cement grouting, backfilling, dewatering and all incidentals necessary to complete in place all according to the plans, specifications, and details for the sum of:                                |              |              |              |              |              |              |              |              |              |              |              |              |              |
|          |           |       |                          | DOLLARS<br>CENTS                                                                                                                                                                                                                                                                  | \$385.00     | \$20,405.00  | \$300.00     | \$15,900.00  | \$240.00     | \$12,720.00  | \$300.00     | \$15,900.00  | \$300.00     | \$15,900.00  | \$299.00     | \$15,847.00  | \$300.00     |
| 36       | 36        | 2,209 | LF                       | Furnish and Install 1 inch 150 KSI epoxy coated gabion rock anchor assemblies including all incidentals necessary to complete in place all according to the plans, specifications and details for the sum of                                                                      |              |              |              |              |              |              |              |              |              |              |              |              |              |
|          |           |       |                          | DOLLARS<br>CENTS                                                                                                                                                                                                                                                                  | \$60.50      | \$133,644.50 | \$30.00      | \$66,270.00  | \$30.00      | \$66,270.00  | \$30.00      | \$66,270.00  | \$55.00      | \$121,495.00 | \$38.00      | \$83,942.00  | \$6.00       |
| 37       | 37        | 35    | CY                       | Construct 1'-6"x 1'6" 3600 PSI reinforced concrete gabion tie-back beam, including all incidentals necessary to complete in place all according to the plans, specifications, and details for the sum of:                                                                         |              |              |              |              |              |              |              |              |              |              |              |              |              |
|          |           |       |                          | DOLLARS<br>CENTS                                                                                                                                                                                                                                                                  | \$643.50     | \$22,522.50  | \$700.00     | \$24,500.00  | \$650.00     | \$22,750.00  | \$700.00     | \$24,500.00  | \$980.00     | \$34,300.00  | \$811.00     | \$28,385.00  | \$300.00     |
| 38       | 38        | 47    | CY                       | Construct Class "C" reinforced concrete gabion foundation including all incidentals necessary to complete in place all according to the plans, specifications and details for the sum of:                                                                                         |              |              |              |              |              |              |              |              |              |              |              |              |              |
|          |           |       |                          | DOLLARS<br>CENTS                                                                                                                                                                                                                                                                  | \$456.50     | \$21,455.50  | \$500.00     | \$23,500.00  | \$450.00     | \$21,150.00  | \$450.00     | \$21,150.00  | \$990.00     | \$46,530.00  | \$561.00     | \$26,367.00  | \$300.00     |
| 39       | 39        | 5,505 | LF                       | Furnish and install complete trench safety including all incidentals necessary according to the specifications, details, and State and Federal regulations for the sum of:                                                                                                        |              |              |              |              |              |              |              |              |              |              |              |              |              |
|          |           |       |                          | DOLLARS<br>CENTS                                                                                                                                                                                                                                                                  | \$2.00       | \$11,010.00  | \$1.00       | \$5,505.00   | \$1.00       | \$5,505.00   | \$2.00       | \$11,010.00  | \$2.00       | \$11,010.00  | \$1.00       | \$5,505.00   | \$5.00       |
| 40       | 40        | 2,135 | LF                       | Videotaping 8" Sanitary Sewer pipe with pan/tilt camera according to the plans, specifications and details for the sum of:                                                                                                                                                        |              |              |              |              |              |              |              |              |              |              |              |              |              |

| ITEM NO.                   | EST. QTY. | UNIT   | DESCRIPTION / UNIT PRICE | UNIT PRICE                                                                                                                                                                                                                                                                                                                                                   | TOTAL AMOUNT | UNIT PRICE         | TOTAL AMOUNT       | UNIT PRICE   | TOTAL AMOUNT       | UNIT PRICE   | TOTAL AMOUNT | UNIT PRICE  | TOTAL AMOUNT | UNIT PRICE   | TOTAL AMOUNT | UNIT PRICE   | TOTAL AMOUNT |
|----------------------------|-----------|--------|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------------|--------------------|--------------|--------------------|--------------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|
|                            |           |        | DOLLARS                  |                                                                                                                                                                                                                                                                                                                                                              |              |                    |                    |              |                    |              |              |             |              |              |              |              |              |
|                            |           |        | CENTS                    | \$1.85                                                                                                                                                                                                                                                                                                                                                       | \$3,949.75   | \$1.00             | \$2,135.00         | \$7.00       | \$14,945.00        | \$1.00       | \$2,135.00   | \$2.00      | \$4,270.00   | \$4.00       | \$8,540.00   | \$4.00       | \$8,540.00   |
|                            |           |        | per Linear Feet          |                                                                                                                                                                                                                                                                                                                                                              |              |                    |                    |              |                    |              |              |             |              |              |              |              |              |
| 41                         | 41        | 4,291  | LF                       | Videotaping 30" and 24" Sanitary Sewer pipe with pan/tilt camera according to the plans, specifications and details for the sum of:                                                                                                                                                                                                                          |              |                    |                    |              |                    |              |              |             |              |              |              |              |              |
|                            |           |        | DOLLARS                  |                                                                                                                                                                                                                                                                                                                                                              |              |                    |                    |              |                    |              |              |             |              |              |              |              |              |
|                            |           |        | CENTS                    | \$2.25                                                                                                                                                                                                                                                                                                                                                       | \$9,654.75   | \$1.00             | \$4,291.00         | \$6.00       | \$25,746.00        | \$2.00       | \$8,582.00   | \$2.00      | \$8,582.00   | \$4.00       | \$17,164.00  | \$3.00       | \$12,873.00  |
|                            |           |        | per Linear Feet          |                                                                                                                                                                                                                                                                                                                                                              |              |                    |                    |              |                    |              |              |             |              |              |              |              |              |
| 42                         | 42        | 157    | LF                       | Furnish & install 6' chain link fence with 18", 3-strand barbed wire and an 12' wide gate including all incidentals necessary to complete according to the plans, specifications, and details for the sum of:                                                                                                                                                |              |                    |                    |              |                    |              |              |             |              |              |              |              |              |
|                            |           |        | DOLLARS                  |                                                                                                                                                                                                                                                                                                                                                              |              |                    |                    |              |                    |              |              |             |              |              |              |              |              |
|                            |           |        | CENTS                    | \$61.00                                                                                                                                                                                                                                                                                                                                                      | \$9,577.00   | \$60.00            | \$9,420.00         | \$35.00      | \$5,495.00         | \$45.00      | \$7,065.00   | \$55.00     | \$8,635.00   | \$63.00      | \$9,891.00   | \$33.00      | \$5,181.00   |
|                            |           |        | per Linear Feet          |                                                                                                                                                                                                                                                                                                                                                              |              |                    |                    |              |                    |              |              |             |              |              |              |              |              |
| 43                         | 43        | 1      | LS                       | For all erosion control activities including devices, methods, temporary seeding, installation, maintenance, removal, etc., and preparation and maintenance of a Storm Water Pollution Prevention Plan meeting all local, state, and federal requirements, and all incidentals necessary according to the plans, specifications, and details for the sum of: |              |                    |                    |              |                    |              |              |             |              |              |              |              |              |
|                            |           |        | DOLLARS                  | \$27,855.00                                                                                                                                                                                                                                                                                                                                                  | \$27,855.00  | \$30,000.00        | \$30,000.00        | \$45,000.00  | \$45,000.00        | \$18,000.00  | \$18,000.00  | \$10,000.00 | \$10,000.00  | \$9,478.00   | \$9,478.00   | \$50,000.00  | \$50,000.00  |
|                            |           |        | per Lump Sum             |                                                                                                                                                                                                                                                                                                                                                              |              |                    |                    |              |                    |              |              |             |              |              |              |              |              |
| 44                         | 44        | 18,940 | SY                       | Hydromulch seeding including fertilizer and sprinkling, according to the type, quality, and application rates as shown on the plans, specifications, and details, complete and in place for the sum of:                                                                                                                                                      |              |                    |                    |              |                    |              |              |             |              |              |              |              |              |
|                            |           |        | DOLLARS                  |                                                                                                                                                                                                                                                                                                                                                              |              |                    |                    |              |                    |              |              |             |              |              |              |              |              |
|                            |           |        | CENTS                    | \$1.35                                                                                                                                                                                                                                                                                                                                                       | \$25,569.00  | \$1.00             | \$18,940.00        | \$0.55       | \$10,417.00        | \$1.00       | \$18,940.00  | \$1.80      | \$34,092.00  | \$1.00       | \$18,940.00  | \$4.00       | \$75,760.00  |
|                            |           |        | per Square Yard          |                                                                                                                                                                                                                                                                                                                                                              |              |                    |                    |              |                    |              |              |             |              |              |              |              |              |
| 45                         | 45        | 2      | EA                       | For Capital Improvements signs as shown on the plans and installed according to the plans for the sum of:                                                                                                                                                                                                                                                    |              |                    |                    |              |                    |              |              |             |              |              |              |              |              |
|                            |           |        | DOLLARS                  |                                                                                                                                                                                                                                                                                                                                                              |              |                    |                    |              |                    |              |              |             |              |              |              |              |              |
|                            |           |        | CENTS                    | \$1,200.00                                                                                                                                                                                                                                                                                                                                                   | \$2,400.00   | \$500.00           | \$1,000.00         | \$1,500.00   | \$3,000.00         | \$800.00     | \$1,600.00   | \$550.00    | \$1,100.00   | \$834.00     | \$1,668.00   | \$2,000.00   | \$4,000.00   |
|                            |           |        | per Each                 |                                                                                                                                                                                                                                                                                                                                                              |              |                    |                    |              |                    |              |              |             |              |              |              |              |              |
| 46                         | 46        | 1      | LS                       | Implement traffic control, signing, and barricading and all other incidentals necessary according to the plans, specifications, and details for the sum of:                                                                                                                                                                                                  |              |                    |                    |              |                    |              |              |             |              |              |              |              |              |
|                            |           |        | DOLLARS                  |                                                                                                                                                                                                                                                                                                                                                              |              |                    |                    |              |                    |              |              |             |              |              |              |              |              |
|                            |           |        | CENTS                    | \$5,000.00                                                                                                                                                                                                                                                                                                                                                   | \$5,000.00   | \$15,000.00        | \$15,000.00        | \$10,000.00  | \$10,000.00        | \$15,000.00  | \$15,000.00  | \$20,000.00 | \$20,000.00  | \$7,742.00   | \$7,742.00   | \$7,000.00   | \$7,000.00   |
|                            |           |        | per Lump Sum             |                                                                                                                                                                                                                                                                                                                                                              |              |                    |                    |              |                    |              |              |             |              |              |              |              |              |
| 47                         | 47        | 1      | LS                       | For mobilization and move-in 5% max complete in place for the sum of:                                                                                                                                                                                                                                                                                        |              |                    |                    |              |                    |              |              |             |              |              |              |              |              |
|                            |           |        | DOLLARS                  |                                                                                                                                                                                                                                                                                                                                                              |              |                    |                    |              |                    |              |              |             |              |              |              |              |              |
|                            |           |        | CENTS                    | \$96,248.80                                                                                                                                                                                                                                                                                                                                                  | \$96,248.80  | \$94,000.00        | \$94,000.00        | \$106,253.00 | \$106,253.00       | \$110,000.00 | \$110,000.00 | \$50,000.00 | \$50,000.00  | \$115,000.00 | \$115,000.00 | \$100,000.00 | \$100,000.00 |
|                            |           |        | per Lump Sum             |                                                                                                                                                                                                                                                                                                                                                              |              |                    |                    |              |                    |              |              |             |              |              |              |              |              |
| 48                         | 48        | 1      | LS                       | For utility relocation to construct the project, to be used at the direction of the owner, for the sum of:                                                                                                                                                                                                                                                   |              |                    |                    |              |                    |              |              |             |              |              |              |              |              |
|                            |           |        | DOLLARS                  |                                                                                                                                                                                                                                                                                                                                                              |              |                    |                    |              |                    |              |              |             |              |              |              |              |              |
|                            |           |        | CENTS                    | \$0.00                                                                                                                                                                                                                                                                                                                                                       | \$0.00       | \$5,000.00         | \$5,000.00         | \$5,000.00   | \$5,000.00         | \$6,000.00   | \$6,000.00   | \$12,000.00 | \$12,000.00  | \$1.00       | \$1.00       | \$10,000.00  | \$10,000.00  |
|                            |           |        | per Lump Sum             |                                                                                                                                                                                                                                                                                                                                                              |              |                    |                    |              |                    |              |              |             |              |              |              |              |              |
| 49                         | 49        | 3      | EA                       | Furnish and Install Sanitary Sewer Manhole Vents including all incidentals necessary to complete all according to the plans, specifications, and details for the sum of:                                                                                                                                                                                     |              |                    |                    |              |                    |              |              |             |              |              |              |              |              |
|                            |           |        | DOLLARS                  |                                                                                                                                                                                                                                                                                                                                                              |              |                    |                    |              |                    |              |              |             |              |              |              |              |              |
|                            |           |        | CENTS                    | \$800.00                                                                                                                                                                                                                                                                                                                                                     | \$2,400.00   | \$2,000.00         | \$6,000.00         | \$1,500.00   | \$4,500.00         | \$4,000.00   | \$12,000.00  | \$500.00    | \$1,500.00   | \$1,123.00   | \$3,369.00   | \$2,500.00   | \$7,500.00   |
|                            |           |        | per Each                 |                                                                                                                                                                                                                                                                                                                                                              |              |                    |                    |              |                    |              |              |             |              |              |              |              |              |
| Discrepancy in Final Total |           |        |                          |                                                                                                                                                                                                                                                                                                                                                              | No           | Yes                | Yes                | No           | No                 | No           | No           | No          | No           | No           | No           | No           | No           |
|                            |           |        |                          |                                                                                                                                                                                                                                                                                                                                                              |              | Bid \$2,069,321.00 | Bid \$2,126,021.00 |              | Bid \$2,126,405.03 |              |              |             |              |              |              |              |              |





# City of Sachse, Texas

## Legislation Details (With Text)

|                       |                                                                                                                                                                                                                                                    |                      |   |                      |                                                   |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---|----------------------|---------------------------------------------------|
| <b>File #:</b>        | 16-3211                                                                                                                                                                                                                                            | <b>Version:</b>      | 1 | <b>Name:</b>         | July 2, 2016, Red, White and Blue Blast Fireworks |
| <b>Type:</b>          | Agenda Item                                                                                                                                                                                                                                        | <b>Status:</b>       |   | <b>Status:</b>       | Agenda Ready                                      |
| <b>File created:</b>  | 1/26/2016                                                                                                                                                                                                                                          | <b>In control:</b>   |   | <b>In control:</b>   | City Council                                      |
| <b>On agenda:</b>     | 2/1/2016                                                                                                                                                                                                                                           | <b>Final action:</b> |   | <b>Final action:</b> |                                                   |
| <b>Title:</b>         | Consider a resolution approving the terms and conditions of an agreement and first addendum thereto, by and between the City of Sachse, Texas, and Zambelli Fireworks Manufacturing Co. for a fireworks display on July 2, 2016, at Heritage Park. |                      |   |                      |                                                   |
| <b>Sponsors:</b>      |                                                                                                                                                                                                                                                    |                      |   |                      |                                                   |
| <b>Indexes:</b>       |                                                                                                                                                                                                                                                    |                      |   |                      |                                                   |
| <b>Code sections:</b> |                                                                                                                                                                                                                                                    |                      |   |                      |                                                   |
| <b>Attachments:</b>   | <a href="#">Presentation</a><br><a href="#">Resolution</a><br><a href="#">Addendum to Agreement</a><br><a href="#">TX-Sachse City of 7-2-16 contract15000</a><br><a href="#">TX-Sachse City of 7-2-16 contract20000</a>                            |                      |   |                      |                                                   |

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

### Title

Consider a resolution approving the terms and conditions of an agreement and first addendum thereto, by and between the City of Sachse, Texas, and Zambelli Fireworks Manufacturing Co. for a fireworks display on July 2, 2016, at Heritage Park.

### Background

The City held its first Independence Day fireworks show in 2008. The show in 2016 will be the City's ninth consecutive year to offer this community event. For the past four years, the Chamber of Commerce has assisted with obtaining sponsorships and vendor booths for the event. Last year's event was by far the most successful, with games, activities, vendor booths, food vendors, entertainment, and fireworks. In 2015, the show was \$13,900, and due to industry price increases, the cost of the show in 2016 will be \$15,000. This price brings one of the best fireworks shows in the area to Sachse. Due to the large attendance in 2015 and an anticipated increase in attendance with this year's event being on Saturday, July 2, staff asked Zambelli to quote a larger show with an increase in shells. Zambelli came back with a second option, that includes a 34% increase in the number of shells, at a cost of \$20,000.

The date of July 2 allows us to enjoy a 50% discount on the price of the fireworks. If we held the show on July 4, due to demand on Zambelli, the cost would be double what we have proposed here.

### Policy Considerations

Council has expressed a desire to continue this community event.

### Budgetary Considerations

Staff is requesting a budget amendment to cover the cost of the increase in fireworks and the overall increase to run this event. Staff is requesting an additional \$2,200 to \$8,200, depending on the size of the firework show and EDC contribution. Staff will request financial support from Sachse EDC of up to 50% of the cost of the fireworks.

### Staff Recommendations

Staff recommends approval of a resolution approving the terms and conditions of an agreement and first addendum thereto, by and between the City of Sachse, Texas, and Zambelli Fireworks Manufacturing Co. for a fireworks display on July 2, 2016, at Heritage Park.



SACHSE'S RED, WHITE, & BLUE BLAST  
FEBRUARY 1, 2016

# **FIREWORK OPTIONS FOR SHOW BY ZAMBELLI ON JULY 2, 2016**

---

- Option 1 – Same show as in previous years. The price is increasing to \$15,000 due to industry price increases.
- Option 2 – Bigger show with a 34% increase in the number of overall shells. The price would go up to \$20,000.

# RW&BB REVIEW BUDGET (2015)

---

| Source               | Amount   |
|----------------------|----------|
| City Contribution    | \$14,100 |
| Sachse EDC Grant     | \$6,500  |
| Sponsors and Vendors | \$9,600  |
| TOTAL EVENT COST     | \$30,200 |



# RW&BB OPTION 1

## 15K FIREWORK DISPLAY

---

| 2016 w/same EDC Contribution | Amount   |
|------------------------------|----------|
| City Contribution            | \$17,300 |
| Sachse EDC Grant             | \$6,500  |
| Sponsors and Vendors         | \$9,600  |
| TOTAL EVENT COST             | \$33,400 |

- City Contribution would increase \$3,200

| 2016 w/50% EDC Contribution | Amount   |
|-----------------------------|----------|
| City Contribution           | \$16,300 |
| Sachse EDC Grant            | \$7,500  |
| Sponsors and Vendors        | \$9,600  |
| TOTAL EVENT COST            | \$33,400 |

- City Contribution would increase \$2,200
- EDC Contribution would increase \$1,000

# RW&BB OPTION 2

## 20K FIREWORK DISPLAY

---

| 2016 w/same EDC Contribution | Amount   |
|------------------------------|----------|
| City Contribution            | \$22,300 |
| Sachse EDC Grant             | \$6,500  |
| Sponsors and Vendors         | \$9,600  |
| TOTAL EVENT COST             | \$38,400 |

- City Contribution would increase \$8,200

| 2016 w/50% EDC Contribution | Amount   |
|-----------------------------|----------|
| City Contribution           | \$18,800 |
| Sachse EDC Grant            | \$10,000 |
| Sponsors and Vendors        | \$9,600  |
| TOTAL EVENT COST            | \$38,400 |

- City Contribution would increase \$4,700
- EDC Contribution would increase \$3,500

# NEXT STEPS

## INCREASED CONTRIBUTION

---

1. Receive policy direction from City Council as to option preference
2. Request funding from EDC based on the option selected by City Council

---

# Questions?

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT AND FIRST ADDENDUM THERETO, BY AND BETWEEN THE CITY OF SACHSE, TEXAS, AND ZAMBELLI FIREWORKS MANUFACTURING CO. FOR A FIREWORKS DISPLAY ON JULY 2, 2016, AT HERITAGE PARK; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Sachse has been presented with a proposed Agreement and First Addendum thereto between the City of Sachse and Zambelli Fireworks Manufacturing Co. (the "Agreement") for a fireworks display on July 2, 2016, at Heritage Park;

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

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

**SECTION 1.** That the City Manager is hereby authorized to execute the Agreement and First Addendum thereto, attached hereto as Exhibit "A", with Zambelli Fireworks Manufacturing Co. for a fireworks display on July 2, 2016, at Heritage Park.

**SECTION 2.** This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Sachse, Texas, this the 1<sup>st</sup> day of February, 2016.

CITY OF SACHSE, TEXAS

\_\_\_\_\_  
Mike J. Felix, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Lewis Sirianni, City Secretary



**EXHIBIT "A"**  
**AGREEMENT AND FIRST ADDENDUM THERETO BETWEEN CITY OF SACHSE**  
**AND ZAMBELLI FIREWORKS MANUFACTURING CO.**

**FIRST ADDENDUM TO AGREEMENT FOR FIREWORKS SERVICES  
BETWEEN CITY OF SACHSE AND ZAMBELLI FIREWORKS  
MANUFACTURING COMPANY**

This **First Addendum to Agreement for Fireworks Services** (“First Addendum”) is by and between the City of Sachse, Texas (“Client”) and Zambelli Fireworks Manufacturing Company (“Zambelli”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**WHEREAS**, the Parties desire to modify the terms of the Agreement between Client and Zambelli for Fireworks Services as set forth in Paragraph 15 of the Agreement;

**NOW THEREFORE**, in consideration of the mutual promises contained herein and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Zambelli shall inspect the premises immediately after the pyrotechnic demonstration for any unexploded pyrotechnic devices and remove the same from the area.
2. Zambelli shall clean the premises and remove any large debris from the immediate fireworks staging area caused by the pyrotechnic demonstration.
3. Zambelli shall provide a plot plan for the pyrotechnic demonstration to be approved by the Sachse Fire Department.
4. Assignment. Zambelli may not assign the Agreement in whole or in part without the prior written consent of Client. In the event of an assignment by Zambelli to which Client has consented, the assignee shall agree in writing with Client to personally assume, perform, and be bound by all the covenants, and obligations contained in the Agreement.
5. Successors and Assigns. Subject to the provisions regarding assignment, the 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. Governing Law. The laws of the State of Texas shall govern the Agreement; and venue for any action concerning the Agreement shall be in Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.
7. Amendments. The Agreement may be amended by the mutual written agreement of the Parties.

8. Severability. In the event any one or more of the provisions contained in the 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.
9. Independent Contractor. It is understood and agreed by and between the parties that Zambelli in satisfying the conditions of the Agreement, is acting independently, and that Client assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Zambelli pursuant to the Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of Client. Zambelli 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 the Agreement.
10. Insurance
  - a. Zambelli shall during the term hereof maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Zambelli's performance of services pursuant to the Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Zambelli, its officers, agents, and employees, and used in the performance of the Agreement; and (3) statutory Worker's Compensation Insurance covering all of Zambelli's employees involved in the provision of services under the Agreement.
  - b. All insurance and certificate(s) of insurance shall contain the following provisions: (1) name Client, its officers, agents and employees as additional insured's as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to Client for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against Client for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
  - c. All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "B" by AM Best or other equivalent rating service, or be approved by Client's Risk Manager.
  - d. A certificate of insurance evidencing the required insurance shall be submitted to the Projects Manager and Risk Manager prior to commencement of Events.

11. Indemnification. ZAMBELLI SHALL BE RESPONSIBLE FOR AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CLIENT, ITS PARTNERS, AGENTS, OFFICERS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, DAMAGES AND LOSSES, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO THOSE FOR LOSS OF USE OF PROPERTY, FOR DAMAGE TO ANY PROPERTY, REAL OR PERSONAL, FOR INJURY TO OR DEATH OF ANY PERSON INCLUDING BUT NOT LIMITED TO EMPLOYEES AND OFFICERS OF CLIENT AND FOR ALL OTHER LIABILITIES WHATSOEVER INCLUDING RELATED EXPENSES AND ACTUAL ATTORNEY FEES IN ANYWAY SUSTAINED BY REASON OF THE ACTIVITIES OF ZAMBELLI, ITS EMPLOYEES, AGENTS, OFFICER OR FIREWORKS IN CONNECTION WITH:

1. THE FIREWORKS DISPLAY PROVIDED BY ZAMBELLI TO CLIENT ON JULY 2, 2016, OR ON ANY ALTERNATE DAY CHOSEN FOR THE DISPLAY.
2. THE ACTIONS OF ZAMBELLI, ITS EMPLOYEES, AGENTS OR OFFICERS ON THE PREMISES OF HERITAGE PARK-SACHSE, TEXAS.

PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT BE CONSTRUED TO BE AN AGREEMENT TO INDEMNIFY CLIENT, ITS PARTNERS, OFFICERS, AGENTS OR EMPLOYEES AGAINST LIABILITY FOR CLAIMS, SUITS, DAMAGES AND LOSSES TO THE EXTENT THAT SUCH CLAIMS, SUITS, DAMAGES AND LOSSES WERE CAUSED BY OR RESULTING FROM THE ACTIONS OR INACTIONS OF CLIENT, ITS PARTNERS, OFFICERS, AGENTS OR EMPLOYEES. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

12. In the event of an inconsistency between this First Addendum and the terms of the Agreement, this First Addendum shall govern.

*[Signatures on following page]*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**City of Sachse, Texas**

By: \_\_\_\_\_  
Gina Nash, City Manager

**Approved as to form:**

By: \_\_\_\_\_  
Peter G. Smith, City Attorney  
(12-16-13/64000)

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Zambelli Fireworks Manufacturing Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



# ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT for the sale of Fireworks made and concluded this 22nd day of September A.D., 2015, by and between  
*Zambelli Fireworks Manufacturing Co.*, of New Castle, Pennsylvania, (hereinafter referred to as "Zambelli"),

-AND-

*City of Sachse – Sachse, Texas* (hereinafter referred to as "Client")

WITNESSETH: For and in consideration of the sum of One Dollar, each to the other in hand paid, receipt of which is hereby acknowledged, and of the terms and conditions hereinafter mentioned, Zambelli and Client do mutually and severally agree to perform their several and respective covenants and to comply with all terms, conditions, and payments of this contract:

## ZAMBELLI agrees:

1. To sell, furnish and deliver to Client, Fireworks to be exhibited on the following dates set forth and agreed upon at the time of signing this contract and Client agrees to pay Zambelli for the Fireworks as follows:

**Display Date: July 2, 2015** (Postponement Date: \_\_\_\_\_)(July 3<sup>rd</sup> & 4<sup>th</sup> are not available as a raindate)

**Contract Amount: \$ 15,000**; 50% due upon signing the Contract and balance due at Noon three days prior to the scheduled display date; all payments shall be made by Draft, Certified Check or Wire Transfer. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing; NO CASH shall be paid to any agent or employee of Zambelli without written authority.

2. ZAMBELLI further agrees to furnish, sufficient trained personnel to present a display; insurance coverage for the display.

## CLIENT further agrees:

3. To procure and furnish a suitable and accessible place to conduct the display that adheres to the NFPA standard except the display area will have a required fallout area equal to 100 foot per inch of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public road or active railroad; Zambelli is not responsible and will not pay for any damages or personal injuries that occur from non-compliance of this standard;
4. To furnish the necessary police and fire protection as per the requirements of authority having jurisdiction; to secure all, Police, Local, and State Permits, and to arrange for any security bonds or insurance as required by law in their community when necessary; to furnish such lumber, sand, steel drums, site and vehicle security and other supplies as may be necessary for the conduct of the display;
5. Prior to, during, and immediately following the display, Client shall be solely responsible to keep all persons & vehicles (except Zambelli employees & vehicles) out of the designated fallout areas and behind safety zone lines and limits;
6. Following the display Client shall be solely responsible for ALL cleanup and policing of the display area, however, Zambelli will remove of all unexploded fireworks, frames, sets and lumber.

## The PARTIES mutually agree:

7. It is agreed and understood by the parties hereto that in the event Fireworks have been taken out and set up before inclement weather and with adequate weather prevailing, such exhibition of fireworks will be carried out in the best possible manner without any deductions from the before named compensations. Should inclement weather prevent firing of said display on the aforementioned Display Date, then it will be understood that program is postponed and will be fired on the aforementioned Postponement Date, and there will be a charge to cover the cost of Postponement of 15% plus all permit fees (if any) paid for by Zambelli. If there is no alternate date and the program is not fired on the aforementioned Display Date, then it will be understood the program is cancelled and there will be a charge to cover the costs of cancellation of 50% plus all permit fees (if any) paid for by Zambelli.
8. Zambelli reserves the exclusive right to make modifications and substitutions provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character or display performance.
9. If the location of the firing site, spectator's location, parking areas or structures is deemed unsuitable or unsafe, in the discretion of Zambelli or its agents or personnel, Zambelli may refuse to fire the display until conditions are corrected. If such conditions are not corrected, Zambelli may cancel the display without further liability to Zambelli for such cancellation.
10. This contract shall be deemed made in the Commonwealth of Pennsylvania and shall be constructed in accordance with the laws of Pennsylvania. The parties agree and consent to the jurisdiction of Pennsylvania to determine conflicts regarding the language and payments to be made under this Contract.
11. If client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against the Client or if a receiver is appointed for the Client, Zambelli may refuse to make further delivery and may terminate this contract without prejudice to the rights of Zambelli. If the Client's financial conditions become unsatisfactory to Zambelli, Zambelli, may require the balance of the purchase price to be deposited in escrow or the Client to provide sufficient proof of its ability to pay the balance of the contract price. Client is not entitled to recover incidental or consequential damages in connection with any breach of this Contract.
12. If Client fails to pay the monies due under this contract, Zambelli is entitled to recover the balance due plus interest at 1 ½ % per month on amounts past due 60 days or more. Further, on balance outstanding of 120 days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorney's fees and court costs.
13. This contract shall not be constructed to create a partnership between the parties or persons mentioned herein.
14. In the event of fire, accident, strikes, delay, flood, act of God, unavailability of licensed technician or other causes beyond the control of Zambelli, which prevent delivery of said materials, the parties hereto release each other from any and all performance of the covenants herein contained and from damages resulting from the breach thereof.
15. Any changes, modifications, addendums, etc... will be noted here and attached. See attached \_\_\_\_\_

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and years first above written.

FOR CLIENT:

BY \_\_\_\_\_  
date

FOR ZAMBELLI FIREWORKS MANUFACTURING CO.

BY \_\_\_\_\_  
date

# ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT for the sale of Fireworks made and concluded this 22nd day of September A.D., 2015, by and between  
*Zambelli Fireworks Manufacturing Co.*, of New Castle, Pennsylvania, (hereinafter referred to as "Zambelli"),

-AND-

*City of Sachse – Sachse, Texas* (hereinafter referred to as "Client")

WITNESSETH: For and in consideration of the sum of One Dollar, each to the other in hand paid, receipt of which is hereby acknowledged, and of the terms and conditions hereinafter mentioned, Zambelli and Client do mutually and severally agree to perform their several and respective covenants and to comply with all terms, conditions, and payments of this contract:

## ZAMBELLI agrees:

1. To sell, furnish and deliver to Client, Fireworks to be exhibited on the following dates set forth and agreed upon at the time of signing this contract and Client agrees to pay Zambelli for the Fireworks as follows:  
**Display Date: July 2, 2015** (Postponement Date: \_\_\_\_\_)(July 3<sup>rd</sup> & 4<sup>th</sup> are not available as a raindate)  
**Contract Amount: \$ 20,000**; 50% due upon signing the Contract and balance due at Noon three days prior to the scheduled display date; all payments shall be made by Draft, Certified Check or Wire Transfer. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing; NO CASH shall be paid to any agent or employee of Zambelli without written authority.
2. ZAMBELLI further agrees to furnish, sufficient trained personnel to present a display; insurance coverage for the display.

## CLIENT further agrees:

3. To procure and furnish a suitable and accessible place to conduct the display that adheres to the NFPA standard except the display area will have a required fallout area equal to 100 foot per inch of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public road or active railroad; Zambelli is not responsible and will not pay for any damages or personal injuries that occur from non-compliance of this standard;
4. To furnish the necessary police and fire protection as per the requirements of authority having jurisdiction; to secure all, Police, Local, and State Permits, and to arrange for any security bonds or insurance as required by law in their community when necessary; to furnish such lumber, sand, steel drums, site and vehicle security and other supplies as may be necessary for the conduct of the display;
5. Prior to, during, and immediately following the display, Client shall be solely responsible to keep all persons & vehicles (except Zambelli employees & vehicles) out of the designated fallout areas and behind safety zone lines and limits;
6. Following the display Client shall be solely responsible for ALL cleanup and policing of the display area, however, Zambelli will remove of all unexploded fireworks, frames, sets and lumber.

## The PARTIES mutually agree:

7. It is agreed and understood by the parties hereto that in the event Fireworks have been taken out and set up before inclement weather and with adequate weather prevailing, such exhibition of fireworks will be carried out in the best possible manner without any deductions from the before named compensations. Should inclement weather prevent firing of said display on the aforementioned Display Date, then it will be understood that program is postponed and will be fired on the aforementioned Postponement Date, and there will be a charge to cover the cost of Postponement of 15% plus all permit fees (if any) paid for by Zambelli. If there is no alternate date and the program is not fired on the aforementioned Display Date, then it will be understood the program is cancelled and there will be a charge to cover the costs of cancellation of 50% plus all permit fees (if any) paid for by Zambelli.
8. Zambelli reserves the exclusive right to make modifications and substitutions provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character or display performance.
9. If the location of the firing site, spectator's location, parking areas or structures is deemed unsuitable or unsafe, in the discretion of Zambelli or its agents or personnel, Zambelli may refuse to fire the display until conditions are corrected. If such conditions are not corrected, Zambelli may cancel the display without further liability to Zambelli for such cancellation.
10. This contract shall be deemed made in the Commonwealth of Pennsylvania and shall be constructed in accordance with the laws of Pennsylvania. The parties agree and consent to the jurisdiction of Pennsylvania to determine conflicts regarding the language and payments to be made under this Contract.
11. If client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against the Client or if a receiver is appointed for the Client, Zambelli may refuse to make further delivery and may terminate this contract without prejudice to the rights of Zambelli. If the Client's financial conditions become unsatisfactory to Zambelli, Zambelli, may require the balance of the purchase price to be deposited in escrow or the Client to provide sufficient proof of its ability to pay the balance of the contract price. Client is not entitled to recover incidental or consequential damages in connection with any breach of this Contract.
12. If Client fails to pay the monies due under this contract, Zambelli is entitled to recover the balance due plus interest at 1 ½ % per month on amounts past due 60 days or more. Further, on balance outstanding of 120 days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorney's fees and court costs.
13. This contract shall not be constructed to create a partnership between the parties or persons mentioned herein.
14. In the event of fire, accident, strikes, delay, flood, act of God, unavailability of licensed technician or other causes beyond the control of Zambelli, which prevent delivery of said materials, the parties hereto release each other from any and all performance of the covenants herein contained and from damages resulting from the breach thereof.
15. Any changes, modifications, addendums, etc... will be noted here and attached. See attached \_\_\_\_\_

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and years first above written.

FOR CLIENT:

BY \_\_\_\_\_  
date

FOR ZAMBELLI FIREWORKS MANUFACTURING CO.

BY \_\_\_\_\_  
date



# City of Sachse, Texas

## Legislation Details (With Text)

|                       |                                                                                                                                                                                                                                                                                     |                      |   |                      |                                               |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---|----------------------|-----------------------------------------------|
| <b>File #:</b>        | 16-3190                                                                                                                                                                                                                                                                             | <b>Version:</b>      | 1 | <b>Name:</b>         | Discuss and Consider Special Events Ordinance |
| <b>Type:</b>          | Agenda Item                                                                                                                                                                                                                                                                         | <b>Status:</b>       |   | <b>Status:</b>       | Agenda Ready                                  |
| <b>File created:</b>  | 1/13/2016                                                                                                                                                                                                                                                                           | <b>In control:</b>   |   | <b>In control:</b>   | City Council                                  |
| <b>On agenda:</b>     | 2/1/2016                                                                                                                                                                                                                                                                            | <b>Final action:</b> |   | <b>Final action:</b> |                                               |
| <b>Title:</b>         | Discuss and consider an ordinance of The City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 4 titled "Business Regulation" by adding a new section 4-15 titled "Special Events" to provide regulations and requirements for Special Events within the City. |                      |   |                      |                                               |
| <b>Sponsors:</b>      |                                                                                                                                                                                                                                                                                     |                      |   |                      |                                               |
| <b>Indexes:</b>       |                                                                                                                                                                                                                                                                                     |                      |   |                      |                                               |
| <b>Code sections:</b> |                                                                                                                                                                                                                                                                                     |                      |   |                      |                                               |
| <b>Attachments:</b>   | <a href="#">Presentation</a><br><a href="#">Ordinance</a><br><a href="#">Application for Special Event</a>                                                                                                                                                                          |                      |   |                      |                                               |

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

### Title

Discuss and consider an ordinance of The City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 4 titled "Business Regulation" by adding a new section 4-15 titled "Special Events" to provide regulations and requirements for Special Events within the City.

### Background

Over the last several years, we have seen an increase in special event requests from outside organizations. Most of the events consist of races or walks that are used as fundraisers for a variety of organizations. Staff presented a rough draft of the special events application to the City Council on October 19, and December 7, 2015. Staff presented the recommendations from the City Council to the Parks and Recreation Board at the November 12th board meeting. Park Board members discussed and made the changes recommended by Council as well as additional recommendations made by the Board. The most recent version has the recommendations from both Park Board and City Council. Staff is here tonight to request Council approve the Special Events application and ordinance.

### Policy Considerations

The special event ordinance along with an application will formalize the process for organizations requesting events in the City of Sachse. There are requirements in the application that organizations will need to follow. These requirements are not to restrict organizations but assist in making their event the best it can possibly be. The policy will streamline the process for an organization to apply, review and receive approval for events in a timely manner.

Budgetary Considerations

None

Staff Recommendations

Approve an Ordinance that adds a new section titled 4-15 "Special Events" that provides regulations and requirements for Special Events in the City of Sachse.



# **SPECIAL EVENTS**

CITY COUNCIL

FEBRUARY 1, 2016



# SPECIAL EVENT ORDINANCE

---

Some gatherings or organized activities, due to their size and special requirements, may place unique demands on public resources or pose a danger to public health, safety and welfare. In order to plan for these demands on public resources and to ensure that public health and safety is protected, it is necessary that the city receive advance notice of these special events.

# PROPOSED ORDINANCE AND APPLICATION

---

- Staff will determine based on the event and location, the number and type of personnel needed for your event.
- If event requires city staff, fees will be assessed on an hourly basis according to the standard rates that the city sets for each type of personnel needed.
- The fee or portion of the fee may be waived as determined by City Staff.
- Staff shall determine the type of notification needed for the event.
- Applications should be submitted at least 3 months prior to the event.
- Individuals or organizations submitting the application must reside in the City of Sachse.

# CITY REQUIREMENTS

---

- Staff will determine based on the event and location, the number and type of personnel needed for your event.
- Additional items, city staff assistance, agreements and/or permits may be needed as determined by the City.
- When the presence of City staff is determined necessary or requested for special events, the applicant shall be responsible for reimbursing the City for the cost for each assigned person. For example, if off duty officers are determined needed by City Staff, a fee will be assessed per hour per officer as determined by the Police Chief.
- Other staff needed, such as Fire Marshall, Maintenance Tech, etc., will be determined by Staff.

## APPLICATION FOR A SPECIAL EVENT PERMIT

So that we may assist you in the planning process for a Special Event and to help ensure that the date requested will be available,  
please complete this application at least 3 months in advance.

Additional information may be needed and requested as the event date approaches.

**The organization or individual requesting a Special Event Permit must reside in the City of Sachse.**  
**No alcohol will be permitted on City property for any event.**

**Please Read the following before completing this Special Event Permit application:**

Event Name: \_\_\_\_\_

Event Location/Address: \_\_\_\_\_

Purpose: \_\_\_\_\_

Approximate Number of Persons Attending Event Per Day: \_\_\_\_\_

### **Applicant/Main Contact Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

*If the event is to be held by or for any person/organization other than the applicant, the applicant shall attach a written statement from that other person/organization showing authority to make this application.*

### **Organization Hosting Event**

Organization Name: \_\_\_\_\_ 501c3 Group: Yes \_\_\_ NO \_\_\_

Address: \_\_\_\_\_

Authorized Head of Organization: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### **Is there a fee(s) for participation at this event?**

YES \_\_\_ NO \_\_\_ *If yes, attach fee schedule, and include admissions, registrations, and activities.*

| <b>List all activities that will be conducted as a part of this event:</b> |
|----------------------------------------------------------------------------|
| 1.                                                                         |
| 2.                                                                         |
| 3.                                                                         |



**\*\*\* ALL EVENTS MUST INCLUDE A SITE PLAN AND/OR ROUTE MAP \*\*\***

Is Site Plan Attached: ☐ Yes ☐ No

Is Route Map Attached: ☐ Yes ☐ No

**Event Information**

|                       |             |           |
|-----------------------|-------------|-----------|
| Day 1 - Event Date:   | Start Time: | End Time: |
| Day 2 - Event Date:   | Start Time: | End Time: |
| Day 3 - Event Date:   | Start Time: | End Time: |
| Event Set-Up Date:    | Start Time: | End Time: |
| Event Tear Down Date: | Start Time: | End Time: |

**Parking**

Proposed Parking Locations: \_\_\_\_\_

*Applicant must submit written permission for use of parking from property owner. Parking location (s) must be indicated on the site plan.*

**Please mark all items that will be a part of this event:**

\_\_\_\_ Closing a public street \_\_\_\_ Sale of merchandise \_\_\_\_ Portable toilets/portable building \_\_\_\_ Inflatables  
\_\_\_\_ Food \_\_\_\_ Loudspeakers \_\_\_\_ Generators \_\_\_\_ Fencing \_\_\_\_ Stage \_\_\_\_ Tent (s)

**For Stage:** Indicate the size \_\_\_\_\_

Other \_\_\_\_\_  
*Staking of tents, stage, inflatables, etc., on City property must be approved by the City to avoid damage to underground lines. Proposed location(s) and/or the positioning of all items checked above must be indicated on the event site plan.*

**Food Permits:**

If food will be sold or served, event applicant and/or food vendors must obtain the proper food permits as required by the City's Community Development Department. For questions on food permits or to schedule a food service inspection please contact the Sachse Health Services Department at 469.429.4781.

**Trash/Sanitation/ Portable Restrooms**

Explain how sanitation will be handled by this event. If service is contracted, provide the contractor name.

Portable Restrooms Contractor: \_\_\_\_\_

Disposal of trash/dumpsters: \_\_\_\_\_



**If this application is for a Run/Walk or Parade, please complete below (see attached City approved run/walk or parade route):**

To assist traffic safety planning, provide start time for each distance proposed:

1 mile \_\_\_\_\_ 5k \_\_\_\_\_ 10k \_\_\_\_\_ other distance \_\_\_\_\_

Onsite registration begins at \_\_\_\_\_

Onsite preparation and set-up begins at \_\_\_\_\_

Assembly location (street location) \_\_\_\_\_

Name of company providing registration/marketing/run timing \_\_\_\_\_

Event day contact name and phone number \_\_\_\_\_

Attach Map of Proposed Route - Run/Parade Route, including starting point and disbanding area (see approved run/walk or parade route attached)

Estimated number of participants/people in the run/parade \_\_\_\_\_

Estimated Number of vehicles/floats \_\_\_\_\_

Other types of participants (example: animals, etc.) \_\_\_\_\_

**Will signs/banners be utilized for the event?**

YES \_\_\_\_\_ NO \_\_\_\_\_

**If yes**, please submit an application to the Community Development Department for review and approval. The Sign Permit Application can be found on the City's website.

**Property Owner Information**

If any portion of the event will be held on property not owned and maintained by the City of Sachse, (including parking), please provide the following:

Name of Property Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

*Applicant shall submit copy of letter from property owner giving written permission for event use.*

**If the event will impact surrounding property owners, notice must be sent to abutting property owners at least two (2) weeks before the event date to alert them of the event and the possible impact. City Staff can assist you in determining what type of notification is necessary based on the event and its' impact on surrounding property owners.**

How will you notify property owners: \_\_\_\_\_

Date notice provided to property owners: \_\_\_\_\_

## Charges and Fees

*Staff will determine based on the event and location, the number and type of personnel needed for your event. Additional items, city staff assistance, agreements and/or permits may be needed as determined by the City. When the presence of City staff is determined necessary or requested for special events, the applicant shall be responsible for reimbursing the City for the cost for each assigned person. For example, if off duty officers are determined needed by City Staff, a fee will be assessed per hour per officer as determined by the Police Chief. Other staff needed, such as Fire Marshall, Maintenance Tech, etc., will be determined by Staff.*

|                                                        | <i>Cost/Hour/Flat Rate</i>           |
|--------------------------------------------------------|--------------------------------------|
| <i>Police Officer</i>                                  | <i>\$35/hour</i>                     |
| <i>Fireman</i>                                         | <i>\$50/hour</i>                     |
| <i>Maintenance Tech</i>                                | <i>\$25/hour</i>                     |
| <i>Fire Truck, Ladder Truck</i>                        | <i>\$400 flat rate</i>               |
| <i>Ambulance, Grass Truck, Decon</i>                   | <i>\$200 flat rate</i>               |
| <i>Specialized Staff</i>                               | <i>TBD depending on staff needed</i> |
| <i>*Rates may change and will be reviewed annually</i> |                                      |

- The fee or portion of the fee may be waived if it's determined that the organization is associated with the City of Sachse. The level of fees waived will be determined by City Staff or by City Council if necessary.*
- Additional exceptions to the Special Events Ordinance may require approval from City Council.*

## Application Approval/Denial

The applicant will be notified by City Staff if the application has been approved or denied. This process may take several weeks to finalize depending on the requests made or staff determined needed for your event or when special approval is needed for your event.

## Insurance

Insurance coverage must be provided for the day of the event. The following shall be listed in the Description of Operation; *"The City of Sachse, its' officers, officials, employees, boards and commissions, agents, and volunteers are to be covered as "additional insured", as required by contract in respect to: liability arising out of premises owned, occupied or used by the Festival/Event."* The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

**Commercial General Liability:** \$1,000,000 limit per occurrence for bodily injury, personal injury and property damage, \$2,000,000 Aggregate. If food is being provided to attendees or participants, Festival/Event must provide Product Liability in the amounts listed above. NOTE: The aggregate loss limit applies to each event.

City prefers that insurance be placed with insurers with a Best's rating of A-:VI or A or better by Standard and Poor. Certificate address is *City of Sachse, Attn. Special Events, 3815 B Sachse Rd., Sachse, TX 75048.*

**Prior to permit approval, the following items are required. Application submittal does not guarantee permit approval.**

- 1) Written authorization granting Applicant permission to submit this permit application on behalf of event host
- 2) Written permission from property owner for use of private or public property that is not owned or maintained by the City of Sachse
- 3) Detailed Event Site Plan including equipment, map of streets and pedestrian ways
- 4) Certificate of Insurance for event coverage as noted above
- 5) A plan for notifying affected property owners (letters or signage, as determined by the City)



\*\*\*\*\*

*In the event the City determines, upon review of this application, that this special event requires the special attention and involvement of the City personnel or facilities, the City shall so notify the applicant. In such event, prior to the issuance of a permit for this special event, the applicant shall pay to the City the cost estimated for policing, closure of roadways, and applicable fees, along with any required Clean - Up Deposit and Surety Bond. Should actual costs for policing and cleaning exceed the estimated amount, the applicant agrees to pay any additional costs to the City incurred as a result of the special event within five (5) days of the date upon which the City informs the applicant of the amount of such additional costs.*

\*\*\*\*\*

I, the undersigned, hereby confirm that the information stated above is true and correct to the best of my knowledge.

\_\_\_\_\_  
Signature of Authorized Event Representative

\_\_\_\_\_  
Date

**I, THE UNDERSIGNED APPLICANT, AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF SACHSE, ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES AGAINST ALL CLAIMS OF LIABILITY AND CAUSES OF ACTION RESULTING FROM INJURY OR DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF THE SPECIAL EVENT.**

\_\_\_\_\_  
Signature of Authorized Organization Representative

\_\_\_\_\_  
Date

**Special Events Check**  
**DEPARTMENT REVIEW**  
(FOR CITY USE ONLY)

Event: \_\_\_\_\_ Event Date: \_\_\_\_\_

Department: **POLICE**

Date Routed for Review: \_\_\_\_\_

APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

CONDITIONS/COMMENTS:

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REVIEWED BY: \_\_\_\_\_ REVIEW DATE: \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 4 TITLED "BUSINESS REGULATIONS" BY ADDING A NEW SECTION 4-15 TITLED "SPECIAL EVENTS" TO PROVIDE REGULATIONS AND REQUIREMENTS FOR SPECIAL EVENTS WITHIN THE CITY; PROVIDING FOR A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**SECTION 1.** That the City of Sachse Code of Ordinances is amended by amending Chapter 4 titled "Business Regulations", by adding a new Section 4-15 titled "Special Events", to read as follows:

"Chapter 4

**BUSINESS REGULATIONS**

...

**Sec. 4-15      Special events**

A.     *Purpose.* Some gatherings or organized activities, due to their size and special requirements, may place unique demands on public resources or pose a danger to public health, safety and welfare. In order to plan for these demands on public resources and to ensure that public health and safety is protected, it is necessary that the city receive advance notice of these special events. The provisions of this division are intended to address those concerns and are not intended to place unnecessary burden on any individual's right to association or freedom of expression.

B.     *Definitions.* The following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future.

*Applicant* shall mean a person who has filed a written application for a special event permit.

*Block party* shall mean the use of a residential street for a neighborhood function in which traffic control is required.

*City* shall mean the City of Sachse, Texas.



*Demonstration* shall mean a public display of the attitude of the assembled persons toward a person, cause, issue, or other matter.

*Parade* shall mean any assembly, march, demonstration, or procession upon public thoroughfares within the city consisting of fifty (50) or more persons, animals, or vehicles with an intent of attracting public attention and that is reasonably likely to interfere with the normal flow or regulation of traffic upon public thoroughfares.

*Permittee* shall mean the person to whom a permit is granted pursuant to this article.

*Person* shall mean any individual, assumed named entity, partnership, association, corporation, or organization.

*Sidewalk* shall mean that portion of a street between the curb lines or lateral lines of a roadway and the adjacent property lines intended for the use of pedestrians.

*Special event* shall mean a temporary event, gathering or organized activity, including but not limited to parades, bike races, marathons, walk-a-thons, fireworks displays, concerts, carnivals, or other types of races and festivals, using city-owned property, involving fifty (50) or more persons and which involves one or more of the following activities:

- (1) Closing a public street;
- (2) Blocking or restriction of city-owned property;
- (3) Sale of merchandise, food or beverages on city-owned property;
- (4) Erection of a tent equal to or greater than two hundred (200) square feet in area on city-owned property;
- (5) Installation of a stage, band-shell, trailer, van, portable building, grandstand or bleachers on city-owned property;
- (6) Placement of portable toilets on city-owned property;
- (7) Placement of temporary no-parking signs in a public right-of-way; or
- (8) Placement of pedestrian boundary markers on city-owned property.

*Street* shall mean the entire width between the boundary lines of every way publicly maintained, when any part thereof is open to use by the public for the purposes of vehicular traffic.

C. *Exemptions.* The provisions of this article do not apply to a special event conducted by the city, block parties, parades, or peaceful demonstrations at a fixed location other than a street.

D. *Permit required.*

- (1) It shall be unlawful for any person to conduct a special event without first having obtained a permit from the parks and recreation department.
- (2) It shall be unlawful for any person to participate in a special event for which the person knows a permit is required and has not been granted.

- (3) It shall be unlawful for any person in charge of, or responsible for the conduct of, a special event to knowingly fail to comply with any condition of the permit.

E. *Application for permit*

- (1) An organization or individual requesting a special event permit must reside within the city.
- (2) The director of parks and recreation, or his designee, shall ensure that the other licenses and permits, restrictions, regulations, fees for the city services, safeguards or other conditions deemed necessary by individual city departments for the safe and orderly conduct of a special event be requested, submitted, and approved before the application for permit is granted. (i.e. health permit applications, agreement with police department for police coverage, agreement with public works department regarding cost associated with street closure, etc.). Separate permits will not be required for tents, awnings, canopies, loudspeakers or temporary signage in conjunction with the event.

F. *Filing period.* A special event permit application may be filed not more than thirteen (13) months in advance of the intended event date. A special event permit application shall be filed at least ninety (90) days before the event date.

G. *Submittal requirements.* The application for a special event permit shall set forth as a minimum the following information:

- (1) The event name, location, purpose and approximate number of persons attending;
- (2) Applicant/main contact name, address, phone, and email;
- (3) Organization hosting the event, including organization name, address, phone, email, and head of organization name;
- (4) If a fee is required to participate in the event, a fee schedule, including admissions, registrations and activities must be provided;
- (5) List of all activities to be conducted as part of the event;
- (6) All events must include a site plan and/or route map;
- (7) Dates of the event, including set-up and tear down dates;
- (8) Proposed parking locations, including written permission for use of parking from property owner(s);

- (9) Listing of all items that will be a part of the event, including closing a public street, sale of merchandise, portable toilets/portable building; inflatables, food, loudspeakers, generators, fencing, stage and tent(s);
- (10) Explanation of plans to deal with sanitation needs;
- (11) If the event is a run/walk or parade, additional information will be necessary, including start times for each distance, onsite registration and set-up information, assembly location, name of company providing registration/marketing/run timing, contact name and phone number, the estimated number of participants/runners, the estimated number of vehicles/floats, and other types of participants (animals, etc.);
- (12) Whether or not signs or banners will be utilized;
- (13) Property owner information; and
- (14) If the event will impact surrounding property owners, the method used to notify each property owner and the date notice was provided.

H. *Standards for issuance of permit.* A special event will be conducted in such a way that it:

- (1) Will not unnecessarily interrupt the safe and orderly movement of traffic near its location or route;
- (2) Will not require the diversion of so great a number of police officers to properly police the event locale or line of movement and the adjacent areas as to prevent normal protection for the city;
- (3) Will not require the diversion of so great a number of ambulances as to prevent normal ambulance service to portions of the city other than that to be occupied by the event and adjacent areas;
- (4) Will not interfere with the movement of firefighting equipment in route to a fire. The concentration of people, animals, and vehicles at assembly points will not unduly interfere with proper fire and police protection or ambulance service to areas near such assembly points; or
- (5) In the case of a parade, the parade shall be scheduled to move from its point of origin to its point of termination without unreasonable delays in route.

I. *Denial or revocation.*

- (1) The director of parks and recreation may deny a special event permit if:
  - (a) The event will conflict in time and location with another event for which a permit has already been granted;

- (b) The applicant fails to comply with or the event will violate an ordinance of the city or any other applicable law;
  - (c) The applicant makes or permits the making of a false or misleading statement or omission of material fact on an application for a special event;
  - (d) The applicant has been convicted of violating this ordinance or has had a permit revoked within the preceding twelve (12) months;
  - (e) The applicant fails to provide proof of a license or permit required by this or another city ordinance or by state law;
  - (f) The event, in the opinion of one or more city departmental directors, would severely hinder the delivery of normal or emergency services or constitutes a public threat.
  - (g) Insurance requirements for the event have not been met.
- (2) A special event permit may be revoked upon the following conditions:
- (a) In the event that the chief of police, fire chief, building official or other city official, or their designated representatives, find that any of the provisions of this article, another city ordinance, or state law is being violated, they shall immediately notify the director of parks and recreation and based on that information, the director of parks shall determine whether it shall be revoked;
  - (b) When, in the judgment of the above named officials, a violation exists which requires immediate abatement, they shall have authority to revoke a permit in the absence or unavailability of the director of parks and recreation; or
  - (c) The applicant made or permitted to be made a false or misleading statement or omission of material fact on an application for a special event.

J. *Appeals.* Decisions of the director of parks and recreation, police chief or any other city official regarding the issuance of a permit or the imposition of costs, additional restrictions or conditions upon the granting of a permit may be appealed to the city manager, or in his absence, an executive director. Such appeal shall be in writing and shall be filed with the city manager within five (5) business days after the issuance of a decision by the parks director or other official. When making a determination regarding the appeal, the city manager, or in his absence, an executive director, shall consider the application under the standards provided in this article and sustain or overrule the director's decision. The decision of the city manager or executive director shall be issued within five (5) business days and shall be final.

K. *Duration of permit.* The permit granted under the terms of this article shall not exceed a period of fourteen (14) days. Another permit shall not be granted for the same location until at least thirty (30) days have elapsed from the expiration of the previous permit. The director of parks and recreation may reduce the time limitations above upon review of location of the event, time of the event, type of event, safety of the event, and proximity to residential properties.

L. *Insurance.* Insurance coverage must be provided in accordance with the city's requirements.

M. *Indemnification.* Applicant shall sign an agreement to indemnify and hold harmless the city, its officers, employees, agents, and representatives against all claims of liability and causes of action resulting from injury or damage to persons or property arising out of the special event.

**SECTION 2.** That all ordinances of the City of Sachse, Dallas County, Texas, in conflict with the provisions of this ordinance be, and the same are hereby repealed; provided, however, that all other provisions of said ordinances 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 Ordinances of the City of Sachse, 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, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

**SECTION 5.** That any person, firm, or corporation violating any provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

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

**PASSED AND APPROVED** by the City Council of the City of Sachse, Texas on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
Mike J. Felix  
Mayor



DULY ENROLLED:

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Michelle Lewis Sirianni  
City Secretary

APPROVED AS TO FORM:

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Peter G. Smith  
City Attorney  
(01-26-16/75048)

## APPLICATION FOR A SPECIAL EVENT PERMIT

So that we may assist you in the planning process for a Special Event and to help ensure that the date requested will be available, please complete this application at least 3 months in advance.

Additional information may be needed and requested as the event date approaches.

**The organization or individual requesting a Special Event Permit must reside in the City of Sachse.**

**No alcohol will be permitted on City property for any event.**

**Please Read the following before completing this Special Event Permit application:**

Event Name: \_\_\_\_\_

Event Location/Address: \_\_\_\_\_

Purpose: \_\_\_\_\_

Approximate Number of Persons Attending Event Per Day: \_\_\_\_\_

### **Applicant/Main Contact Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

*If the event is to be held by or for any person/organization other than the applicant, the applicant shall attach a written statement from that other person/organization showing authority to make this application.*

### **Organization Hosting Event**

Organization Name: \_\_\_\_\_ 501c3 Group: Yes \_\_\_ NO \_\_\_

Address: \_\_\_\_\_

Authorized Head of Organization: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### **Is there a fee(s) for participation at this event?**

YES \_\_\_ NO \_\_\_ *If yes, attach fee schedule, and include admissions, registrations, and activities.*

| List all activities that will be conducted as a part of this event: |
|---------------------------------------------------------------------|
| 1.                                                                  |
| 2.                                                                  |
| 3.                                                                  |
| 4.                                                                  |

**\*\*\* ALL EVENTS MUST INCLUDE A SITE PLAN AND/OR ROUTE MAP \*\*\***

Is Site Plan Attached: ☐ Yes ☐ No

Is Route Map Attached: ☐ Yes ☐ No

**Event Information**

|                       |             |           |
|-----------------------|-------------|-----------|
| Day 1 - Event Date:   | Start Time: | End Time: |
| Day 2 - Event Date:   | Start Time: | End Time: |
| Day 3 - Event Date:   | Start Time: | End Time: |
| Event Set-Up Date:    | Start Time: | End Time: |
| Event Tear Down Date: | Start Time: | End Time: |

**Parking**

Proposed Parking Locations: \_\_\_\_\_

*Applicant must submit written permission for use of parking from property owner. Parking location (s) must be indicated on the site plan.*

**Please mark all items that will be a part of this event:**

\_\_\_ Closing a public street \_\_\_ Sale of merchandise \_\_\_ Portable toilets/portable building \_\_\_ Inflatables  
\_\_\_ Food \_\_\_ Loudspeakers \_\_\_ Generators \_\_\_ Fencing \_\_\_ Stage \_\_\_ Tent (s)

*For Stage:* Indicate the size \_\_\_\_\_

Other \_\_\_\_\_

*Staking of tents, stage, inflatables, etc., on City property must be approved by the City to avoid damage to underground lines. Proposed location(s) and/or the positioning of all items checked above must be indicated on the event site plan.*

**Food Permits:**

If food will be sold or served, event applicant and/or food vendors must obtain the proper food permits as required by the City's Community Development Department. For questions on food permits or to schedule a food service inspection please contact the Sachse Health Services Department at 469.429.4781.

**Trash/Sanitation/ Portable Restrooms**

Explain how sanitation will be handled by this event. If service is contracted, provide the contractor name.

Portable Restrooms Contractor: \_\_\_\_\_

Disposal of trash/dumpsters: \_\_\_\_\_

**If this application is for a Run/Walk or Parade, please complete below (see attached City approved run/walk or parade route):**

To assist traffic safety planning, provide start time for each distance proposed:

1 mile \_\_\_\_\_ 5k \_\_\_\_\_ 10k \_\_\_\_\_ other distance \_\_\_\_\_

Onsite registration begins at \_\_\_\_\_

Onsite preparation and set-up begins at \_\_\_\_\_

Assembly location (street location) \_\_\_\_\_

Name of company providing registration/marketing/run timing \_\_\_\_\_

Event day contact name and phone number \_\_\_\_\_

Attach Map of Proposed Route - Run/Parade Route, including starting point and disbanding area (see approved run/walk or parade route attached)

Estimated number of participants/people in the run/parade \_\_\_\_\_

Estimated Number of vehicles/floats \_\_\_\_\_

Other types of participants (example: animals, etc.) \_\_\_\_\_

**Will signs/banners be utilized for the event?**

YES \_\_\_\_\_ NO \_\_\_\_\_

*If yes, please submit an application to the Community Development Department for review and approval. The Sign Permit Application can be found on the City's website.*

**Property Owner Information**

If any portion of the event will be held on property not owned and maintained by the City of Sachse, (including parking), please provide the following:

Name of Property Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

*Applicant shall submit copy of letter from property owner giving written permission for event use.*

**If the event will impact surrounding property owners, notice must be sent to abutting property owners at least two (2) weeks before the event date to alert them of the event and the possible impact. City Staff can assist you in determining what type of notification is necessary based on the event and its' impact on surrounding property owners.**

How will you notify property owners: \_\_\_\_\_

Date notice provided to property owners: \_\_\_\_\_

## Charges and Fees

Staff will determine based on the event and location, the number and type of personnel needed for your event. Additional items, city staff assistance, agreements and/or permits may be needed as determined by the City. When the presence of City staff is determined necessary or requested for special events, the applicant shall be responsible for reimbursing the City for the cost for each assigned person. For example, if off duty officers are determined needed by City Staff, a fee will be assessed per hour per officer as determined by the Police Chief. Other staff needed, such as Fire Marshall, Maintenance Tech, etc., will be determined by Staff.

|                                                 | Cost/Hour/Flat Rate           |
|-------------------------------------------------|-------------------------------|
| Police Officer                                  | \$35/hour                     |
| Fireman                                         | \$50/hour                     |
| Maintenance Tech                                | \$25/hour                     |
| Fire Truck, Ladder Truck                        | \$400 flat rate               |
| Ambulance, Grass Truck, Decon                   | \$200 flat rate               |
| Specialized Staff                               | TBD depending on staff needed |
| *Rates may change and will be reviewed annually |                               |

- ***The fee or portion of the fee may be waived if it's determined that the organization is associated with the City of Sachse. The level of fees waived will be determined by City Staff or by City Council if necessary.***
- *Additional exceptions to the Special Events Ordinance may require approval from City Council.*

## Application Approval/Denial

The applicant will be notified by City Staff if the application has been approved or denied. This process may take several weeks to finalize depending on the requests made or staff determined needed for your event or when special approval is needed for your event.

## Insurance

Insurance coverage must be provided for the day of the event. The following shall be listed in the Description of Operation; *"The City of Sachse, its' officers, officials, employees, boards and commissions, agents, and volunteers are to be covered as "additional insured", as required by contract in respect to: liability arising out of premises owned, occupied or used by the Festival/Event."* The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

**Commercial General Liability:** \$1,000,000 limit per occurrence for bodily injury, personal injury and property damage, \$2,000,000 Aggregate. If food is being provided to attendees or participants, Festival/Event must provide Product Liability in the amounts listed above. NOTE: The aggregate loss limit applies to each event.

City prefers that insurance be placed with insurers with a Best's rating of A-:VI or A or better by Standard and Poor. Certificate address is *City of Sachse, Attn. Special Events, 3815 B Sachse Rd., Sachse, TX 75048.*

**Prior to permit approval, the following items are required. Application submittal does not guarantee permit approval.**

- 1) Written authorization granting Applicant permission to submit this permit application on behalf of event host
- 2) Written permission from property owner for use of private or public property that is not owned or maintained by the City of Sachse
- 3) Detailed Event Site Plan including equipment, map of streets and pedestrian ways
- 4) Certificate of Insurance for event coverage as noted above
- 5) A plan for notifying affected property owners (letters or signage, as determined by the City)



\*\*\*\*\*

*In the event the City determines, upon review of this application, that this special event requires the special attention and involvement of the City personnel or facilities, the City shall so notify the applicant. In such event, prior to the issuance of a permit for this special event, the applicant shall pay to the City the cost estimated for policing, closure of roadways, and applicable fees, along with any required Clean - Up Deposit and Surety Bond. Should actual costs for policing and cleaning exceed the estimated amount, the applicant agrees to pay any additional costs to the City incurred as a result of the special event within five (5) days of the date upon which the City informs the applicant of the amount of such additional costs.*

\*\*\*\*\*

I, the undersigned, hereby confirm that the information stated above is true and correct to the best of my knowledge.

---

Signature of Authorized Event Representative

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Date

**I, THE UNDERSIGNED APPLICANT, AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF SACHSE, ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES AGAINST ALL CLAIMS OF LIABILITY AND CAUSES OF ACTION RESULTING FROM INJURY OR DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF THE SPECIAL EVENT.**

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Signature of Authorized Organization Representative

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Date

# Special Events Check

## DEPARTMENT REVIEW

(FOR CITY USE ONLY)

Event: \_\_\_\_\_ Event Date: \_\_\_\_\_

Department: **POLICE**

Date Routed for Review: \_\_\_\_\_

APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

CONDITIONS/COMMENTS:

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REVIEWED BY: \_\_\_\_\_ REVIEW DATE: \_\_\_\_\_

# Special Events Check

## DEPARTMENT REVIEW

(FOR CITY USE ONLY)

Event: \_\_\_\_\_ Event Date: \_\_\_\_\_

Department: **FIRE**

Date Routed for Review: \_\_\_\_\_

APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

CONDITIONS/COMMENTS:

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REVIEWED BY: \_\_\_\_\_ REVIEW DATE: \_\_\_\_\_

# Special Events Check

## DEPARTMENT REVIEW

(FOR CITY USE ONLY)

Event: \_\_\_\_\_ Event Date: \_\_\_\_\_

Department: **PUBLIC WORKS**

Date Routed for Review: \_\_\_\_\_

APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

CONDITIONS/COMMENTS:

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REVIEWED BY: \_\_\_\_\_ REVIEW DATE: \_\_\_\_\_

**Special Events Check**  
**DEPARTMENT REVIEW**  
(FOR CITY USE ONLY)

Event: \_\_\_\_\_ Event Date: \_\_\_\_\_

Department: **PARKS**

Date Routed for Review: \_\_\_\_\_

APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

CONDITIONS/COMMENTS:

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REVIEWED BY: \_\_\_\_\_ REVIEW DATE: \_\_\_\_\_



**Special Events Check**  
**DEPARTMENT REVIEW**  
(FOR CITY USE ONLY)

Event: \_\_\_\_\_ Event Date: \_\_\_\_\_

Department: **COMMUNITY DEVELOPMENT**

Date Routed for Review: \_\_\_\_\_

APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

CONDITIONS/COMMENTS:

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REVIEWED BY: \_\_\_\_\_ REVIEW DATE: \_\_\_\_\_



# City of Sachse, Texas

## Legislation Details (With Text)

|                      |                                                                                                                                                                                                                                                                                                                                     |                      |   |                      |                                         |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---|----------------------|-----------------------------------------|
| <b>File #:</b>       | 16-3194                                                                                                                                                                                                                                                                                                                             | <b>Version:</b>      | 1 | <b>Name:</b>         | Executive session- Pleasant Valley Road |
| <b>Type:</b>         | Agenda Item                                                                                                                                                                                                                                                                                                                         | <b>Status:</b>       |   | <b>Status:</b>       | Agenda Ready                            |
| <b>File created:</b> | 1/20/2016                                                                                                                                                                                                                                                                                                                           | <b>In control:</b>   |   | <b>In control:</b>   | City Council                            |
| <b>On agenda:</b>    | 2/1/2016                                                                                                                                                                                                                                                                                                                            | <b>Final action:</b> |   | <b>Final action:</b> |                                         |
| <b>Title:</b>        | The City Council will convene into Executive Session pursuant to Texas Government Code, Section 551.071(2) to consult with the City Attorney to seek legal advice regarding the proposal to designate a portion of Pleasant Valley Road as a no truck route and legal authority to establish speed limits for Pleasant Valley Road. |                      |   |                      |                                         |

Consider any action necessary as a result of Executive Session.

### Sponsors:

### Indexes:

### Code sections:

### Attachments:

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

### Title

The City Council will convene into Executive Session pursuant to Texas Government Code, Section 551.071(2) to consult with the City Attorney to seek legal advice regarding the proposal to designate a portion of Pleasant Valley Road as a no truck route and legal authority to establish speed limits for Pleasant Valley Road.

Consider any action necessary as a result of Executive Session.

### Background

None

### Policy Considerations

None

### Budgetary Considerations

None

### Staff Recommendations

Conduct Executive Session as appropriate.