



Sachse, Texas

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

Meeting Agenda City Council

Monday, January 19, 2015

7:30 PM

Council Chambers

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

The City Council of the City of Sachse will hold a Regular Meeting on Monday, January 19, 2015, at 7:30 p.m. in the Council Chambers at the Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas to consider the following items of business:

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

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

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

1. CONSENT AGENDA.

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

[14-2583](#) Consider approval of the minutes of the December 1, 2014, regular meeting.

Executive Summary

Minutes from the recent Council meeting.

Attachments: [Minutes.12.01.14.pdf](#)

[15-2642](#) Consider approval of the minutes of the January 5, 2015, regular meeting.

Executive Summary

Minutes from the recent Council meeting.

Attachments: [Minutes.01.05.15.pdf](#)

[15-2646](#) Consider 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 Collin County, Texas for improvements to the City's roads and bridges located within Collin County; and providing for an effective date, as a Consent Agenda Item.

Executive Summary

Collin County is updating the Interlocal Cooperation Agreements with entities in Collin County for road and bridge improvements in the County. This Interlocal agreement is a master agreement needed for teaming with Collin County on future road and bridge improvements in Collin County.

Attachments: [Exhibit A - ILA for Road and Bridge Improvements](#)

[Exhibit B - COUNTY ROAD POLICY -- CO#97-576-08-25](#)

[Sachse RESO approving Collin County ILA](#)

[15-2653](#)

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement between the City of Sachse and Nortex Concrete & Stabilization, Inc. for pavement repairs on Ben Davis and Murphy Road located within Sachse.

Executive Summary

The City, in the past, has utilized a contract pricing agreement with the City of Grand Prairie for contractor work on concrete and asphalt pavement repairs. This project will consist of raising and stabilizing eighteen concrete pavement panels on Murphy Rd. and Ben Davis Rd. Raising the failed panels is a proven cost effective alternative means of addressing failed pavement without the need for demolition and reconstruction.

Attachments: [Master Interlocal Agreement 11-29-10](#)

[Nortex quote](#)

[resolution](#)

[15-2647](#)

Consider a resolution of the City Council of the City of Sachse, Texas, approving Purchase Orders in the amount not to exceed two hundred eighty-two thousand dollars (\$282,000.00) to Reynolds Asphalt and Construction Company, Incorporated for asphalt roadway improvement projects.

Executive Summary

The City's Capital Improvement Plan (CIP) includes Street Maintenance Tax funds in the 2014-2015 Annual Budget for asphalt roadway improvements to Williford Road and Big Valley

Lane.

In 2012, the City Council approved an Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie, which allows the City to utilize existing contracts Grand Prairie has executed with contractors for construction projects. One such contract is for asphalt roadway improvements. Purchase orders are required to authorize the contractor to begin work on the asphalt roadways listed in the CIP.

The Purchase Order is in an amount based upon the City Council approved budget for the projects. The Contractor has provided a cost estimate for the two projects.

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

[Exhibit B - Existing Conditions](#)

[Exhibit C - Cost Estimate](#)

[Exhibit D - Grand Prairie - Reynolds - initial contract](#)

[Resolution for Purchase Orders to Reynolds Asphalt](#)

[15-2654](#)

Consider acceptance of the resignation of City Manager William K. George effective February 8, 2015.

Executive Summary

Billy George has resigned his position of City Manager effective February 8, 2015.

Attachments: [William K. George resignation letter.pdf](#)

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

[15-2655](#)

Presentation of Life Saving Awards for Firefighters involved in a CPR save.

Executive Summary

On November 20th, 2014 firefighters from Sachse Fire Rescue responded to a call for an unconscious female. The crew delivered outstanding patient care. The patient responded well to treatment and experienced a return of spontaneous heart beat and respiration. The patient was alert and responsive a short time after arriving at the hospital. The crew demonstrating quick action and outstanding patient care saving the woman's life.

[15-2643](#)

Present Proclamation recognizing Walgreens community programs.

Executive Summary

Walgreens has many community programs that have benefited our City and residents. The Mayor has issued a Proclamation recognizing this service.

Attachments: [Proclamation. Candice.Bull.pdf](#)

[15-2644](#)

Recognize employees for their service to the City of Sachse.

Executive Summary

Each quarter the City Council recognizes employee milestones.

3. CITIZEN INPUT.

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

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

4. REGULAR AGENDA ITEMS.

[15-2641](#)

Consider the application of Woodbridge Properties, LLC for approval of a Preliminary Plat for Woodbridge Gate Addition, being a 10.1098-acre tract consisting of five (5) individual lots. The subject property is located on the southwest corner of Woodbridge Parkway and State Highway 78.

Executive Summary

The applicant is requesting approval of a Preliminary Plat for a 10.1098-acre tract. The property will consist of five (5) individual lots.

Attachments: [CD -Woodbridge Gate PP - Presentation CC.pdf](#)

[CD -Woodbridge Gate PP - Attachment 1.pdf](#)

[CD -Woodbridge Gate PP - Attachment 2.pdf](#)

[CD -Woodbridge Gate PP - Attachment 3.pdf](#)

[15-2651](#)

Discuss and consider a resolution of the City Council of the City of Sachse, Texas, adopting the City of Sachse Citizens Handbook for Requesting Traffic Calming Devices.

Executive Summary

Traffic calming is a community-based initiative, and is not bound by any state or federal requirements or policies. Therefore, each community may determine what guidelines and/or policies are best for their citizens. In previous discussions with the City Council,

staff presented a draft traffic calming document, the Citizens Handbook for Requesting Traffic Calming Devices, for discussion and review. Staff has made revisions to the document based upon the feedback received from the City Council. This Agenda Item is for the presentation of a final traffic calming document, for the City Council to discuss and consider for adoption through a resolution. The purpose of the Citizens Handbook for Requesting Traffic Calming Devices is to provide the Citizens of the City of Sachse a handbook to utilize in the request of a traffic calming device.

Attachments: [Exhibit A - Sachse Citizens Traffic Calming Handbook](#)

[Exhibit B - Process Overview](#)

[Exhibit C - Process Diagram](#)

[RESO Sachse Citizens Traffic Calming Handbook](#)

[15-2656](#)

Convene into executive session pursuant to the provisions of Section 551.074 the Texas Government Code "Personnel Matters":

To discuss the appointment, employment and duties for the City Manager position.

Consider any action necessary as a result of Executive Session.

Executive Summary

A closed session, as provided by state law, to discuss the City Manager position.

5. ADJOURNMENT.

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

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

State law prohibits the introduction or discussion of any item of business not posted at least seventy-two (72) hours prior to the meeting time. Therefore, during Citizen Input for example, the Council is prohibited by state law to deliberate or take action on any issues introduced by the public other than to take them under advisement. Posted: January 16, 2015; 5:00 p.m.
Terry Smith, City Secretary _____.

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



Legislation Details (With Text)

File #: 14-2583 **Version:** 1 **Name:** Consider approval of the minutes of the most recent Council meeting.
Type: Agenda Item **Status:** Agenda Ready
File created: 12/11/2014 **In control:** City Council
On agenda: 1/19/2015 **Final action:**
Title: Consider approval of the minutes of the December 1, 2014, regular meeting.

Executive Summary
Minutes from the recent Council meeting.

Sponsors:

Indexes:

Code sections:

Attachments: [Minutes.12.01.14.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider approval of the minutes of the December 1, 2014, regular meeting.

Executive Summary

Minutes from the recent Council meeting.

Background

Minutes from a recent Council meeting on December 1, 2014, for review and approval.

Policy Considerations

Not applicable.

Budgetary Considerations

Not applicable.

Staff Recommendations

Approval of the minutes of the December 1, 2014, regular meeting as a Consent Agenda Item.

**REGULAR MEETING
OF THE
CITY COUNCIL OF THE CITY OF SACHSE
DECEMBER 1, 2014**

The City Council of the City of Sachse held a Regular Meeting on Monday, December 1, 2014 at 7:30 p.m. at the Sachse City Hall after proper notice. The roll of the duly constituted City Council Members was called which members are as follows, to wit:

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

and all were present.

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

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

The invocation was offered by Councilman King and the pledges were led by Mayor Pro Tem Bickerstaff.

1. Consent Agenda:

Mayor Pro Tem Bickerstaff moved to approve the Consent Agenda consisting of: 14-2557 Consider approval of the minutes of the November 17, 2014, regular meeting; 14-2123 Resolution No. 3630 of the City Council of the City of Sachse, Texas, approving the Interlocal Agreement between the City and Collin County concerning improvements to Ranch Road from Harlan to Clearmeadow and from Dewitt Road to Sachse Fire Station #2 -- 2007 Bond Project #07-087; 14-2563 Consider receiving the Monthly Revenue and Expenditure Report for the period ending October 31, 2014; 14-2570 Resolution No. 3631 of the City Council of the City of Sachse, Texas, approving the Supplemental Road & Bridge Interlocal Agreement between the City and Dallas County for roadway striping within the jurisdictional limits of the City of Sachse; 14-2555 Resolution No. 3632 of the City Council of the City of Sachse, Texas, authorizing the purchase of a one-ton Ford F350 extended cab pickup truck for the Parks and Recreation Department through the Houston-Galveston Area Council of Governments HGACBuy Cooperative Purchasing Program in the amount not to exceed \$25,936.28; 14-2571 Ordinance No. 3633 of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 9, "Traffic Regulations" by amending Section 9-6, "Parking", to provide for no parking areas; 14-2573 Resolution No. 3634 of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Letter of Agreement, by and between the City of Sachse and the City of Rowlett for the cities' Fire Rescue Departments to work collaboratively on a regional application under the FY 2014 Assistance to Firefighters Grant

("AFG") Program to assist in funding the purchase of a shared P25 radio system; 14-2562 Resolution No. 3635 of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement between the City of Sachse and Securadyne Systems, contracting through the BuyBoard Purchasing Cooperative in an amount not to exceed \$73,000, for the purchase and installation of security equipment for the Municipal Campus; and 14-2567 Consider the appointment of Marcia L. Harris-Daniel to the State Highway 78 Plan Advisory Committee. The motion was seconded by Councilman King and carried unanimously.

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

Councilman King stated that November is National Adoption Month, and it's a special time of year to consider those less fortunate.

Mayor Felix noted the following events: December 4th is the Christmas Tree Lighting Ceremony at City Hall; December 5th is the Daddy/Daughter Dance at the Senior Center; December 6th is Pancakes with Santa from 8:00 a.m. until 11:00 a.m. at Fire Station No. 1; December 13th is the Christmas Parade at 9:30 a.m. and at 10:00 a.m. is Cookies with Santa at City Hall; and December 17th at 10:00 a.m. is the Yuletide Potluck at the Senior Center.

3. Citizen Input: No comments were made.

4. Regular Agenda Items:

14-2558 Administer Oath of Office to newly appointed Board and Commission members:

Mayor Felix administered the Oath of Office to Board and Commission members.

14-2568 Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending Figure 3-3 Future Land Use Plan of the Sachse Comprehensive Plan; amending Table 3-2 Future Land Use Plan Acreage of the Sachse Comprehensive Plan:

Following staff briefing, Mr. John Staples requested approval of the use.

Mayor Felix opened the public hearing.

No comments were made.

Councilman Franks moved to close the public hearing. The motion was seconded by Councilman Adams and carried unanimously.

Following discussion, Mayor Pro Tem Bickerstaff moved to deny 14-2568 as presented. The motion was seconded by Councilman Watkins and carried unanimously.

14-2569 Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending the Comprehensive Zoning Ordinance and Map, as heretofore amended; to grant a change of zoning from a General Commercial District (C-2) to a Restricted Manufacturing / Warehousing District (I-1) with a Special Use Permit on an approximately .90 acre tract of land, more particularly described in Exhibit "A" and located along the south side of State Highway 78, just west of Third Street, City of Sachse, Dallas County, Texas; providing for the approval of the Zoning Concept Plan attached as Exhibit "B":

Mayor Felix opened the public hearing.

No comments were made.

Councilman Franks moved to close the public hearing. The motion was seconded by Councilman Watkins and carried unanimously.

Following discussion, Councilman King moved to deny the zoning request as presented. The motion was seconded by Mayor Pro Tem Bickerstaff and carried unanimously.

14-2564 Discuss and Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Memorandum of Understanding, by and between the City of Sachse and Friends of Sachse Parks and Recreation ("Friends") to provide support to the City's Parks and Recreation Department:

Following discussion, Councilman King moved to approve 14-2564 as presented. The motion was seconded by Mayor Pro Tem Bickerstaff and carried unanimously.

14-2566 Discuss a draft traffic calming document for the City of Sachse:

Following discussion, no formal Council action was taken.

5. Adjournment:

There being no further business, Councilman Adams moved to adjourn. The motion was seconded by Councilman Watkins and carried unanimously. The meeting adjourned at 9:20 p.m.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR



Legislation Details (With Text)

File #: 15-2642 **Version:** 1 **Name:** Consider approval of the minutes of the most recent Council meeting.
Type: Agenda Item **Status:** Agenda Ready
File created: 1/9/2015 **In control:** City Council
On agenda: 1/19/2015 **Final action:**
Title: Consider approval of the minutes of the January 5, 2015, regular meeting.

Executive Summary
Minutes from the recent Council meeting.

Sponsors:

Indexes:

Code sections:

Attachments: [Minutes.01.05.15.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider approval of the minutes of the January 5, 2015, regular meeting.

Executive Summary

Minutes from the recent Council meeting.

Background

Minutes from a recent Council meeting on January 5, 2015, for review and approval.

Policy Considerations

Not applicable.

Budgetary Considerations

Not applicable.

Staff Recommendations

Approval of the minutes of the January 5, 2015, regular meeting as a Consent Agenda Item.

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

JANUARY 5, 2015

The City Council of the City of Sachse held a Regular Meeting on Monday, January 5, 2015 at 7:30 p.m. at the Sachse City Hall after proper notice. The roll of the duly constituted City Council Members was called which members are as follows, to wit:

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

and all were present.

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

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

The invocation was offered by Councilman King and the pledges were led by Mayor Pro Tem Bickerstaff.

1. Consent Agenda:

Councilman King moved to approve the Consent Agenda consisting of: 14-2605 Consider receiving the Monthly Revenue and Expenditure Report for the period ending November 30, 2014; 14-2604 Resolution No. 3637 of the City Council of the City of Sachse, Texas, approving the terms and conditions of the mowing services agreement, by and between the City of Sachse and Good Earth Corporation to provide mowing and maintenance services for the city's parks, median, rights-of-way and open spaces; 14-2584 Consider acceptance of the resignation of Eric Dumois on the Economic Development Corporation Board of Directors; 14-2600 Resolution No. 3638 of the City Council of the City of Sachse, Texas, approving the terms and conditions of a master purchase agreement, by and between the City of Sachse and Advanced Public Safety, Inc. to convert the Sachse Police Department's current Advanced Public Safety ("APS") electronic ticketing solution from PocketCitation to QuickTicket; 14-2619 Ordinance No. 3639 of the City of Sachse, Texas, directing the City Manager to erect a No Left Turn Sign for eastbound traffic in the Blackburn Road median approximately 235 feet east of Murphy Road, and to erect a Left Turn Only sign for eastbound traffic in the Blackburn road median approximately 500 feet east of Murphy Road, as a Consent Agenda Item; and 14-2609 Resolution No. 3640 of the City Council of the City of Sachse, Texas, adopting the 2015 Strategic Plan attached as Exhibit "A". The motion was seconded by Councilman Ross and carried unanimously.

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

14-2606 Present Proclamation recognizing Officer Richard Oliver's 20 years of service with the City of Sachse and acknowledge his retirement.

14-2613 Recognize employees for their service to the City of Sachse.

14-2602 Staff Briefing: City Manager.

Mayor Felix noted the following events: January 28th is the Board and Commission appreciation banquet.

3. Citizen Input: No comments were made.

4. Regular Agenda Items:

14-2607 Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending the Zoning Ordinance and map, as heretofore amended; to grant a change of zoning from a Residential-1 (R-1) and Agricultural (AG) District with a Turnpike Overlay District to a Planned Development (PD) District with a Turnpike Overlay District on an 8.44 acre tract of land, located on the southeast corner of Merritt Road and President George Bush Turnpike, City of Sachse, Dallas County, Texas, and particularly described in Exhibit "A" and depicted in Exhibit "B"; providing for the approval of the Zoning Concept Plan approved as Exhibit "C"; providing a repealing clause; providing a savings clause; providing a severability clause; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing for an effective date:

Following staff briefing, Mayor Felix opened the public hearing.

No comments were made.

Councilman Adams moved to close the public hearing. The motion was seconded by Councilman Franks and carried unanimously.

Following discussion, Councilman King moved to approve 14-2607 (Ordinance No. 3641) as presented. The motion was seconded by Councilman Watkins and carried with Councilman Franks voting no.

14-2603 Discuss and consider a resolution of the City Council of the City of Sachse, Texas approving the terms and conditions of the Agreement for Services between the City of Sachse, Texas, and Waters & Company Executive Recruitment/A Springstead Company; authorizing its execution by the City Manager; and providing for an effective date:

Following discussion, Councilman Adams moved to approve Resolution No. 3642 of the City Council of the City of Sachse, Texas approving the terms and conditions of the Agreement for Services between the City of Sachse, Texas, and Waters & Company Executive Recruitment/A Springstead Company; authorizing its execution by the City Manager; and providing for an effective date. The motion was seconded by Councilman Watkins and carried unanimously.

14-2621 Discuss increasing alarm permit fees:

Following discussion, No formal Council action was taken.

14-2572 Consider a resolution of the City Council of the City of Sachse, Texas, approving the payment of thirty nine thousand three hundred seventy three dollars and eighty six cents(\$39,373.86) to Kansas City Southern Railway Company per the final project accounting of the Fifth Street Grade Crossing Improvements North of State Highway 78; and providing for an effective date:

Following discussion, Mayor Pro Tem Bickerstaff moved to approve 14-2572 (Resolution No. 3643) as presented. The motion was seconded by Councilman King and carried unanimously.

14-2620 The City Council shall convene into Executive Session pursuant to the TEXAS GOVERNMENT CODE, Section §551.071 (Consultation with Attorney) to seek legal advice and to deliberate on contract modifications to the existing development agreement between the City of Sachse, Texas and Jackson Meadows Partners, LP affecting the Jackson Hills subdivision in the City of Sachse, Texas. Consider any action necessary as a result of executive session:

At 8:54 p.m. Councilman Adams moved to recess to Executive Session. The motion was seconded by Councilman Ross and carried unanimously.

At 9:11 p.m. Councilman Ross moved to return to open session. The motion was seconded by Councilman Watkins and carried unanimously.

Mayor Felix stated there was no action necessary.

5. Adjournment:

There being no further business, Councilman Adams moved to adjourn. The motion was seconded by Councilman Ross and carried unanimously. The meeting adjourned at 9:11 p.m.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR



Legislation Details (With Text)

File #:	15-2646	Version:	1	Name:	Collin County Interlocal Cooperation Agreement
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	1/13/2015	In control:		In control:	City Council
On agenda:	1/19/2015	Final action:		Final action:	
Title:	Consider 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 Collin County, Texas for improvements to the City's roads and bridges located within Collin County; and providing for an effective date, as a Consent Agenda Item.				
	Executive Summary Collin County is updating the Interlocal Cooperation Agreements with entities in Collin County for road and bridge improvements in the County. This Interlocal agreement is a master agreement needed for teaming with Collin County on future road and bridge improvements in Collin County.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A - ILA for Road and Bridge Improvements Exhibit B - COUNTY ROAD POLICY -- CO#97-576-08-25 Sachse RESO approving Collin County ILA				

Date	Ver.	Action By	Action	Result
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Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an interlocal cooperation agreement, by and between the City of Sachse, Texas and Collin County, Texas for improvements to the City's roads and bridges located within Collin County; and providing for an effective date, as a Consent Agenda Item.

Executive Summary

Collin County is updating the Interlocal Cooperation Agreements with entities in Collin County for road and bridge improvements in the County. This Interlocal agreement is a master agreement needed for teaming with Collin County on future road and bridge improvements in Collin County.

Background

Sachse's previous Interlocal Cooperation Agreement with Collin County was signed in 2011. That agreement was for a 4-year term, and is nearing expiration. This resolution will approve the terms and conditions of the updated Interlocal Cooperation Agreement with Collin County, which will be valid for another 4-year term. The Interlocal Cooperation Agreement is shown in Exhibit A. The Collin County Road Policy (Court Order #97-576-08-25) requires an interlocal agreement by and between Collin County and a City to be executed in order for the County to participate in improvements to roads and bridges in the City. The Collin County

Road Policy is shown in Exhibit B.

The Interlocal Cooperation Agreement provides opportunities for the City of Sachse and Collin County to partner on various road and bridge improvements projects within the portion of the City that lies within Collin County.

Policy Considerations

The Inter-local is required to complete joint Sachse and Collin County projects in the City of Sachse.

Budgetary Considerations

none.

Staff Recommendations

Staff recommends that the City Council of the City of Sachse adopt a resolution 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 Collin County, Texas for improvements to the City's roads and bridges located within Collin County; and providing for an effective date, as a Consent Agenda Item.

INTERLOCAL COOPERATION AGREEMENT

Whereas, the Interlocal Cooperation Act, Title 7, Chapter 791, Vernon's Texas Statutes and Codes Annotated (the "Act"), and the Constitution of the State of Texas, Article III, Section 64(b) (the "Constitution") specifically authorizes counties and other political subdivisions comprised or located within the county, to contract with one another for the performance of governmental functions and/or services required or authorized by the Constitution, or the laws of this State, under the terms and conditions prescribed in the Act: and

WHEREAS, the functions and/or services contemplated to be performed by Collin County, Texas, as set out herein, are governmental functions and/or services contemplated by the terms of the Act and are functions and/or services which each of the parties hereto have independent authority to pursue, notwithstanding this Agreement; and

WHEREAS, both the county and the political subdivision named herein are desirous of entering into this Interlocal Cooperation Agreement, as is evidenced by the resolutions or orders of their respective governing bodies approving this Agreement which are attached hereto and made a part hereof.

NOW, THEREFOR, THIS AGREEMENT is hereby made and entered into by and between Collin County, Texas a political subdivision of the State of Texas, and the City of Sachse, political subdivision of the State of Texas, which is wholly or partially located within Collin County, Texas. Consideration for this Agreement consists of the mutual covenants contained herein, as well as any monetary consideration, which may be stated herein. This agreement is as follows, to wit:

I.

As requested by the political subdivision named herein, Collin County, Texas, acting by and through its duly authorized agents and employees, agrees to provide said political subdivision with the following described governmental functions and/or services:

ROAD IMPROVEMENTS IN ACCORDANCE WITH COURT ORDER NO.
97-576-08-25 (COPY ATTACHED).

II.

As consideration for the above-described governmental functions and/or services, said political subdivision agrees to pay to Collin County, Texas, in accordance with the advance cost estimate submitted to them

for work they have requested in the amount and upon the following terms and conditions:

- 1) PAYMENT IN FULL UPON COMPLETION OF WORK AND RECEIPT OF BILL FOR SAME.
- 2) PAYMENT TO EQUAL REIMBURSEMENT IN FULL FOR LABOR, EQUIPMENT, AND MATERIAL EXPENDED BY COLLIN COUNTY.

III.

Each party hereto agrees to defend and indemnify the other from any claims, demands, costs or judgments arising out of any negligent act or omission of their respective employees or agents in the performance of the governmental functions and/or services under this Agreement, to the extent allowable by law.

IV.

This Agreement shall be effective October 1, 2014, or from the passage of enabling resolutions or orders by the governing bodies of the parties hereto and the execution hereof by each of the authorized representatives of the political subdivision who are parties hereto and shall remain in effect through September 30, 2018 unless terminated by either party upon giving thirty (30) days written notice to the other party of its intent to terminate the agreement.

Notwithstanding the foregoing, it is understood that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. In the event of a non-appropriation by the paying party, the performing party shall be relieved of its responsibilities hereunder as of the first day of the fiscal year of such non-appropriation. All payments must be in an amount that fairly compensates the performing party for the services or functions performed under this agreement.

COLLIN COUNTY, TEXAS

Date: _____

By: _____

Title: County Judge

CITY OF SACHSE, TEXAS

Date: _____

By: _____

Title: CITY MANAGER

THE STATE OF TEXAS

COUNTY POLICIES: ADOPTION OF REVISED
COUNTY ROAD POLICY/RESCIND PREVIOUSLY
APPROVED COURT ORDERS
COUNTY ROAD SUPERINTENDENT

COUNTY OF COLLIN

On August 25, 1997, the Commissioners' Court of Collin County, Texas, met in special session with the following members present and participating, to wit:

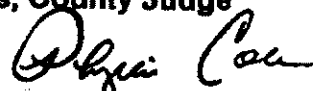
Ron Harris
Phyllis Cole
Jerry Hoagland
Joe Jaynes
Jack Hatchell

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

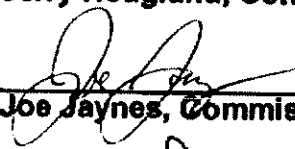
During such session the court considered a request from the County Road Superintendent for approval to rescind previously adopted court orders pertaining to County Road Policies, furthermore, adoption of a revised County Road Policy.

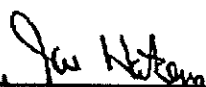
Thereupon, a motion was made, seconded and carried with a majority vote of the court to adopt a revised County Road Policy effective October 1, 1997, and rescind previously adopted court orders pertaining to same. Same is hereby approved in accordance with the attached documentation.


Ron Harris, County Judge


Phyllis Cole, Commissioner, Pct. 1


Jerry Hoagland, Commissioner, Pct. 2


Joe Jaynes, Commissioner, Pct. 3


Jack Hatchell, Commissioner, Pct. 4

ATTEST:


Helen Starnes, Ex-Officio Clerk
Commissioners' Court
Collin County, TEXAS

c:\courts\courtorders\roadpol



COUNTY ROAD POLICIES

TABLE OF CONTENTS

County Road Policies (General)

Section I Maintenance of Public Roads	Page 1
Section II Upgrade of County Roads	Page 1,2
Section III Re-opening of County Roads	Page 2
Section IV Abandonment of County Roads	Page 2
Section V Subdivisions	Page 2,3
Section VI Right-of-Way	Page 3
Section VII Other Cost	Page 3
Section VIII County Projects	Page 3
Section IX Extending the Length of a Road Project	Page 3
Section X Signs	Page 4
Section XI Reimbursement by Property Owners	Page 4
Section XII Culverts	Page 4
Section XIII Extenuating Circumstances	Page 4
 Application for Road Upgrading	 Page 5
General Requirements for Upgrading County Roads	Page 6
Upgrading/Acceptance of Private Roads in Recorded Subdivisions	Page 6
Costs	Page 7

County Road Policy (Cities)

Section I Maintenance/Improvements to Roads Within City Limits	Page 8
Section II Reimbursement for Work Performed by Collin County	Page 8

County Road Policy (Oiling/Dust Control)

Section I Oiling of County Roads	Page 9
Application for Road Oiling Due to Chronic Respiratory Condition	Page 10

Assessment Policy for Subdivision Roads

Section I Assessment to Upgrade Roads in Subdivisions	Page 11
Section II Assessment Procedures	Page 11,12
Section III Appeals	Page 12
Section IV Liens	Page 12
Section V Acceptance	Page 12
Section VI Status of Roadway after Acceptance	Page 12
Section VII Reimbursement of Funds	Page 13

**COUNTY ROAD
POLICIES
(GENERAL)**

COUNTY ROAD POLICIES (GENERAL)

Section I Maintenance of Public Roads

- A. All public roads located in unincorporated areas of Collin County which are determined by the Commissioners' Court to be county roads, will be maintained by the County. All others shall be considered private roads and will not be maintained by Collin County.
- B. Roads or sections of roads which are bordered by a city or cities shall not be maintained by Collin County as follows:
 - (a) Any portion of a public road which has been annexed by a city or cities shall not be maintained at county expense.
 - (b) Public roads or portions of public roads which are bordered by a city or cities on one side will be considered to lie in an incorporated area from the centerline of the public road to the city border. That portion which is considered to be in an incorporated area shall not be maintained at county expense.
 - (c) Public roads or portions of public roads which are bordered by a city or cities on both sides will be considered to lie in an incorporated area and shall not be maintained by Collin County.

Section II Upgrade of County Roads

- A. Commissioners' Court will consider upgrading a rock road to an asphalt road provided one of the following conditions are met:
 - (a) Roads with traffic counts of 150 cars per day or greater, which by the determination of Commissioners' Court, should be asphalted due to maintenance costs or other appropriate criteria when the adjacent property owners donate the right-of-way described in Section VI of this policy; or,
 - (b) Roads not on the Collin County Thoroughfare Plan with traffic counts of 125 cars per day or greater, which when determined by the Director of Public Works (County Road Supt.) to have adequate width and drainage can be asphalted due to maintenance costs or other appropriate criteria without obtaining additional right-of-way; or,
 - (c) Roads with traffic counts of 100 cars per day or greater can be asphalted when the adjacent property owners donate the right-of-way described in Section VI of this policy; or,
 - (d) When the adjacent property owners donate the right-of-way described in Section VI of this policy and reimburse the County for the cost of materials required to upgrade the subject road to asphalt by current county standards.

To be considered for asphalt, a road must tie into an existing asphalt road, unless the road in question is a "Dead End" road. A "Dead End" road which does not tie into an existing asphalt road can be upgraded, provided its entire length is asphalted. A cul-de-sac shall be required when a dead end road is upgraded.

B. The Commissioners' Court will consider upgrading a dirt road to a rock road provided that the adjacent property owners:

- (a) Donate the right-of-way described in Section VI of this policy; and
- (b) Reimburse the county for the cost of materials to upgrade the subject road to the appropriate depth and width of rock

Section III Re-opening of County Roads

The Commissioners' Court will consider re-opening a county road which has not been maintained by the county in the last 10 years provided that the adjacent property owners:

- (a) Donate the right-of-way described in Section VI of this policy; and
- (b) Reimburse the County for the total cost of improvements if the road is to be improved from its existing state

Section IV Abandonment of County Roads

The Commissioners' Court, by unanimous vote, may abandon a county road upon following procedures required by Vernon's Civil Statute's and the Texas Transportation Code.

Section V Subdivisions

- A. To be considered for maintenance by Collin County, private roads in recorded subdivisions must be asphalt and meet current county standards in regards to width, drainage, culverts, base material type and thickness.
- B. Private roads in subdivisions which were filed in the County Clerk's Office prior to May 18, 1981 will be accepted for maintenance by the county provided there is adequate right-of-way, the roads are asphalt and meet current county standards.
- C. Private roads in subdivisions which were approved by Commissioners' Court and filed in the County Clerk's Office prior to October 23, 1995 will be accepted for maintenance provided such roads are asphalt and have been built and maintained to county standards.
- D. Private roads in subdivisions which were filed in the County Clerk's Office after May 18, 1981 that were not approved by Commissioners' Court shall meet the following conditions prior to acceptance:
 - (a) Road right-of-ways must be dedicated to the public and accepted by Commissioners' Court
 - (b) Roads must be asphalt and meet current county standards as described in this policy
- E. Private roads in recorded subdivisions which do not meet county standards can be considered for maintenance by the county provided the landowners donate additional right-of-way, when needed, and provide total funding to upgrade such roads to county standards.

Section V Continued

- F. Private roads in unrecorded subdivisions will not be upgraded by Collin County under this policy. To be accepted for maintenance, the subdivision must be platted and the roads constructed, by a private contractor, in accordance with the Collin County Subdivision Regulations

Section VI Right-of-Way

- A. Right-of -Way shall be in the following form:

- (a) Right-of-Way which is donated may be in Deed or Easement form; or
- (b) Right-of-Way which is purchased through negotiations or by eminent domain shall be in Deed form with an actual ownership (Title) transfer of the land.

- B. Right-of-Way Width

- (a) The right-of-way width for roads on the Collin County Thoroughfare Plan shall conform to Collin County design standards.
- (b) The right-of-way width of roads to be upgraded which are not on the Collin County Thoroughfare Plan shall be a minimum of (60) sixty feet.
- (c) When a road which is not on the Collin County Thoroughfare Plan is a candidate for upgrading, the requirements for right-of-way may be waived by Commissioners' Court provided the required pavement width and drainage are adequate within the existing right-of-way.
- (d) Right-of-way widths may be waived by Commissioners' Court upon review of engineering information which indicates a different width is appropriate.

Section VII Other Cost

The cost involved for surveying, to prepare Deeds or Easements, re-locate fences, utilities (if in a private easement beyond the existing prescriptive right-of-way), culverts or other existing improvements may be borne by the county if such cost does not exceed twenty-five percent (25%) of the total project cost. When property owners are required to incur total cost to upgrade a road, the above cost shall not be borne by the County.

Section VIII County Projects

All projects shall be brought to the attention of Commissioners' Court for consideration.

Section IX Extending the Length of a Road Project

A road project which has been approved by Commissioners' Court may be extended in length when approved by the Director of Public Works (County Road Superintendent), provided that all requirements outlined in this policy have been met.

Section X Signs

Regulatory and warning signs placed along county roads shall be in accordance with the Texas Manual on Uniform Traffic Control Devices.

Section XI Reimbursement by Property Owners

Upon Commissioners' Court approval of a road project which requires reimbursement from the adjacent property owners, the property owners involved must place the required amount of money in escrow in a Collin County bank and provide the required right-of-way prior to the commencement of the project.

Section XII Culverts

Drive culverts within county road right-of-ways shall be permitted and sized by the County. Only corrugated metal or high-density polyethylene culverts will be permitted. Culverts shall be a minimum of thirty (30) feet in length unless the driveway over the pipe is concrete. In which case, the culvert may be the width of the driveway. New drive culverts must be installed at the expense of the property owner. Existing culverts within county road right-of-ways will be replaced as needed by the County at county expense.

Section XIII Extenuating Circumstances

Any extenuating circumstances not covered under this policy shall be brought to the attention of Commissioners' Court for consideration

APPLICATION FOR ROAD UPGRADING

Requesters' Name: _____ Date: _____

Mailing Address: _____

Home Phone _____ Work Phone _____ Mobil/Pager _____

Type of upgrade requested: Dirt to Rock _____ Dirt to Asphalt _____ Rock to Asphalt _____ Private Road _____

County Road No./Name: _____ Subdivision Name: _____

Location/Extent of Road(s) to be upgraded: _____

FOR COUNTY USE

Is Road on Thoroughfare Plan? Yes _____ No _____ Right-of-Way Required: _____

Comments: _____

Utility Comments: _____

Culvert/Drainage Comments: _____

Fence Comments: _____

Initial Cost Estimate: Materials _____ Labor _____ Other _____ Total _____

Comments _____

Prepared By: _____ Date: _____ Date Mailed: _____

GENERAL REQUIREMENTS FOR UPGRADING COUNTY ROADS

An application requesting a road upgrade must be submitted to the Public Works Department specifying the location and approximate length of road or section of road to be upgraded. If more than one person is involved, please designate a single contact.

An approximate cost estimate with right-of-way requirements will be prepared by the Public Works Department and sent to the requester.

To proceed with the upgrade, the Public Works Department must be notified in writing of the requester(s) willingness to pay for material costs and donate right-of-way, when applicable.

The request will be brought to the attention of Commissioners' Court for consideration.

The Public Works Department will notify the requester in writing of the Court's action. A firm cost estimate will be provided, if different than the original estimate.

Right-of-Way documents, when required, will be prepared by Collin County for signature. Money for material costs shall be placed in an escrow account by the requester(s). The project will be scheduled for construction after these items have been addressed.

UPGRADING / ACCEPTANCE OF PRIVATE ROADS IN RECORDED SUBDIVISIONS

Subdivision must be recorded and meet the requirements specified in Section V of the County Road policies.

All roads in the subdivision must be upgraded / accepted.

Minimum right-of-way width shall be sixty (60) feet as required by Section VI.B.(b) of the County Road Policies. When engineering information indicates that the existing right-of-way is not adequate, additional right-of-way will be required.

A request must be submitted to the Public Works Department specifying the name and location of the subdivision in question. Please designate a single contact person for the county regarding this project.

An approximate cost estimate will be prepared by the Public Works Department and sent to the requester.

To proceed, the Public Works Department must be notified in writing of the requester(s) willingness to pay for all costs involved with the upgrade.

The request will be brought to the attention of Commissioners' Court for approval.

The Public Works Department will notify the requester in writing of the Court's action. A firm cost estimate will be provided if different from the original estimate.

Money must be placed in an escrow account prior to the project being scheduled. If applicable, all fences, utilities or other improvements must be relocated prior to scheduling.

COSTS

Since material costs fluctuate, the written cost estimate we have provided you will be honored for the period indicated (typically 6 months).

The cost estimate for materials will be based on the type upgrade requested.

Dirt to Rock: A blend of (6" loose) crushed native white rock with (3" loose) flex base to improve traction and minimize dust.

Dirt to Asphalt: A blend of (4" compacted) crushed native whiterock with (6" compacted) flex base and two layers of asphalt surface treatment.

Rock to Asphalt: Two layers of asphalt surface treatment, any additional rock will be paid for by Collin County since it is an existing rock road.

Private Road in Recorded Subdivision: Since conditions vary, subdivisions will be evaluated on a case by case basis.

If you have any additional questions, please feel free to call the Public Works Department at Metro 424-1460 ext. 3700 or (972) 548-3700.

Mail or Fax Application To:

**Collin County Service Center
700A West Wilmeth Road
McKinney, Texas 75069
Fax Number (972) 548-3754**

COUNTY ROAD POLICY (CITIES)

COUNTY ROAD POLICY (CITIES)

Section I Maintenance/Improvements to Roads Within City Limits

- A. Each city in Collin County is responsible for maintaining the roads and bridges within their city limits.
- B. Commissioners' Court desires that a consistent policy be continued concerning road work performed by the county within the corporate limits of cities as Collin County has limited funds, personnel and equipment available for these projects.
- C. Commissioners' Court may consider making or participating in improvements to roads and bridges within the corporate limits of a city as follows:
 - (a) General maintenance items to include rocking, grading, asphalt level up, sealcoating, oiling for dust control, installation of culverts, cleaning of drainage ditches, mowing or brushcutting and emergency repairs to bridges.
 - (b). Major improvements such as the construction or reconstruction of roadways will only be considered if the road is on the Collin County Thoroughfare Plan.
- D. A city must be entered into an Interlocal Cooperation Agreement with Collin County prior to work being performed by Collin County for that city.
- E. All requests must be submitted to the Director of Public Works by April 1st of the year prior to the year improvements are desired to be made. Emergency requests will be evaluated by Commissioners' Court upon the merits presented by the requesting city.
- F. Authorization for work in cities can only be given by Commissioners' Court.

Section II Reimbursement for Work Performed by Collin County

- A. Costs for road and bridge repairs or improvements will be as follows:
 - (a) Cost of materials used for the project or one-half of the total project (including labor and equipment), whichever is greater, if the road is on the Collin County Thoroughfare Plan.
 - (b) Total cost, including materials, labor and equipment if the road is not on the Collin County Thoroughfare Plan.

COUNTY ROAD POLICY (OILING/DUST)

COUNTY ROAD POLICIES (OILING/DUST CONTROL)

Section I Oiling of County Roads

County funds shall be expended to spray county roads for dust control as follows:

- a) When a person has a chronic respiratory condition, substantiated by a physician, the county will oil up to 500 feet in front of their house. If the house is located at a road intersection, the roads will be oiled for up to 500 feet in both directions from the intersection. Priority will be given to elderly residents.
 - b) When the traffic count on a road reaches a minimum of 150 cars per day, oil will be applied on an interim basis until the road can be upgraded to asphalt. If the right-of-way required to upgrade a road is unobtainable, the road will no longer be oiled at county expense.
 - c) When county trucks are hauling materials to or from a project site damaging the road surface and creating a severe dust problem.
 - d) Other conditions as approved by action of the Commissioners Court.
- B. All other requests for oiling in unincorporated areas of the county would be at the requester's expense. Collin County shall be reimbursed for the cost of materials.

Collin County Department
of Public Works
700 A West Wilmeth Road
McKinney, Texas 75069
(972) 548-3700
FAX No. (972) 548-3754

Application for dust control oiling due to chronic respiratory condition

RESIDENT

Name: _____
Physical Address: _____
Mailing Address: _____
Phone: _____

PATIENT

Name: _____
Physical Address: _____
Mailing Address: _____
Phone: _____
Date of Birth: _____

County Road No.: _____ Application is good for this calendar year only

1) Approximate distance residence is from county road, _____ feet

2) Number of years lived at this residence, _____ years

3) What side of road is residence located?

Circle one: North South East West

To be completed by physician.

_____ Allergy which interferes with breathing or is life threatening	
_____ Interstitial	_____ Pulmonary TB
_____ Pulmonary Fibrosis	_____ Lung Abscess
_____ Hypoxemia	_____ Asthma
_____ Sarcoidosis	_____ Bronchiolitis
_____ Asbestosis	_____ Dyspnea
_____ Emphysema	_____ Cystic Fibrosis

Other chronic/life threatening respiratory
conditions: _____

How long has patient had this condition: _____ Last episode: _____

Other
comments: _____

Physician Name (Please print) _____

Physician signature/specialty _____

Date: _____ Phone No.: _____

APPLICATION SHOULD BE MAILED OR FAXED FROM THE DOCTOR

ASSESSMENT POLICY FOR SUBDIVISIONS

ASSESSMENT POLICY FOR SUBDIVISION ROADS

Section I Assessment to Upgrade Roads in Subdivisions

- A. Collin County may upgrade county roads as outlined in Senate Bill 314, Article 6702-3, on a first come basis or as specified by Commissioners' Court provided the initial funds are available or made available to the county. Only roads in recorded subdivisions will be considered for upgrade by assessment.
- B. Commissioners' Court may consider upgrading a road or roads by assessment within subdivisions in un-incorporated areas of Collin County upon receipt of a written request from the Property Owner's Association or individual landowners agreeing to adhere to the following terms prior to construction:
 - (a) Donation of additional right-of-way, drainage or utility easements, when required.
 - (b) If a road lies within an unrecorded subdivision, the addition must be approved by Commissioners' Court and a plat filed for record at the County Clerk's Office.
 - (c) Payment for all utility relocations. These costs will not be included in the assessment.
 - (d) Payment for all surveying platting, replatting and legal fees (to include title fees, assignment of liens, etc.). These costs will not be included in the assessment.
 - (e) Payment for all project cost to include materials, equipment and labor. This includes all cost whether by in-house forces or contract.
 - (f) Placement of 10% of the construction cost in an escrow account in a Collin County Bank.
 - (g) Placement of 50% of the utility relocation cost in an escrow account in a Collin County Bank.

Section II Assessment Procedures

- A. After the conditions in Section I have been met, the following procedures are required before the assessment can take place:
 - (a) Commissioners' Court must give notice of the proposed improvement and assessment and must hold a public hearing. The notice must be published at least twice in a newspaper of general circulation in the county and shall state that a public hearing will be held to consider whether or not the improvement and assessment will be ordered.

Section II Continued

- (b) Within 10 days of the public hearing, Commissioners' Court shall send by certified mail, a ballot to each owner of real property showing the maximum amount of assessment for each property in the subdivision should a majority of the record owners of real property in the subdivision vote in favor of the proposition.
- (c) If the vote passes, Commissioners' Court may provide the time, terms and conditions of payment and default to the assessment, except that no interest on the payment of the assessment shall be allowed.
- (d) If the vote fails, Commissioners' Court may not order the improvement and assessment, and may not propose the order again until four years after the date the County Clerk declares the results of the vote to Commissioners' Court.
- (e) An assessment shall be secured by a lien against the real property of the assessed property owner.

Section III Appeals

An assessment may be appealed by filing a petition in the district court having jurisdiction in the county not later than the 15th day after the date that a property owner receives an assessment.

Section IV Liens

An assessment shall be secured by a lien against the real property of the assessed property owner. Liens on all property shall remain in place until such time that the entire assessed amount has been paid to Collin County. Property owners are separately, not jointly, liable for their assessed amounts.

Section V Acceptance

When all of the requirements set out in Section I and II of this policy have been met and if funds are available from Collin County the project will be accepted. If it will require an excessive amount of time to relocate the utilities and begin the actual upgrading of the road/roads the Commissioners' Court may direct that a minimum amount of maintenance be performed to assure the health and safety of the property owners.

Section VI Status of Roadway after Acceptance

A road improved under this article is a county road, and the county shall maintain the road in accordance with county road standards.

Section VII Reimbursement of Funds

- A. Prior to the actual road upgrading and upon completion of the utility relocation the balance of the utility relocation cost shall be paid to Collin County or the respective utility company. (This includes the 50% escrowed monies plus the remaining 50% balance of the relocation cost)**
- B. Upon completion of the upgrading, the 10% escrowed monies shall be reimbursed to Collin County.**
- C. The 90% balance of the project cost including construction and other related cost as noted in Section I of this policy shall be the total assessed amount and shall be collected by the county over an amortized period, not to exceed sixty months.**

RESOLUTION NO. _____

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 COLLIN COUNTY, TEXAS, FOR IMPROVEMENTS TO THE CITY'S ROAD AND BRIDGES LOCATED WITHIN COLLIN COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the responsibility of the City of Sachse, Texas ("City") to maintain and make improvements to the City's streets; and

WHEREAS, Collin County is proposing execution of an Interlocal Cooperation Agreement ("Agreement") to allow for road improvements projects within the City in accordance with Court Order No. 97-576-08-25; 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 Collin County for maintenance/improvement projects within the corporate limits of the City, to be effective through September 30, 2018 unless terminated by either party upon giving thirty (30) days written notice to the other party of its intent to terminate the agreement.

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 _____ day of _____, 2015.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary

**EXHIBIT “A”
INTERLOCAL COOPERATION AGREEMENT**



Legislation Details (With Text)

File #:	15-2653	Version:	1	Name:	Master Interlocal Cooperative Purchasing Agreement
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	1/15/2015	In control:		In control:	City Council
On agenda:	1/19/2015	Final action:		Final action:	
Title:	Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement between the City of Sachse and Nortex Concrete & Stabilization, Inc. for pavement reparis on Ben Davis and Murphy Road located within Sachse. Executive Summary The City, in the past, has utilized a contract pricing agreement with the City of Grand Prairie for contractor work on concrete and asphalt pavement repairs. This project will consist of raising and stabilizing eighteen concrete pavement panels on Murphy Rd. and Ben Davis Rd. Raising the failed panels is a proven cost effective alternative means of addressing failed pavement without the need for demolition and reconstruction.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Master Interlocal Agreement 11-29-10 Nortex quote resolution				

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 an agreement between the City of Sachse and Nortex Concrete & Stabilization, Inc. for pavement reparis on Ben Davis and Murphy Road located within Sachse.

Executive Summary

The City, in the past, has utilized a contract pricing agreement with the City of Grand Prairie for contractor work on concrete and asphalt pavement repairs. This project will consist of raising and stabilizing eighteen concrete pavement panels on Murphy Rd. and Ben Davis Rd. Raising the failed panels is a proven cost effective alternative means of addressing failed pavement without the need for demolition and reconstruction.

Background

The City has utilized the raising and stabilization method of concrete repairs in the past with excellent results and major cost savings over conventional demolition and repaving methods. According to State law municipalities can contract with one another to provide goods and services which have been procured via contract pricing. The City of Sachse has used this procurement alternative in the past to construct concrete and asphalt paving rehabilitation

projects.

Policy Considerations

Staff feels there is a benefit for the City of Sachse to execute street pavement repairs in this manner. The benefits are as follows:

- 1) Save time since there would not be a bidding process.
- 2) Lower costs since the unit quantity costs are lower due to the economies of scale.
- 3) The contractor is known and staffs from the cities have used these contractors on projects in the past with much success.

Budgetary Considerations

The cost of this project will be covered by the 2014-15 budgeted funds available in the street maintenance budget.

Staff Recommendations

Staff recommends the City Council approve a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement between the City of Sachse and Nortex Concrete & Stabilization, Inc. for pavement repairs on Ben Davis and Murphy Road located within Sachse, as a Consent Agenda Item.

**MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE CITY OF GRAND PRAIRIE
AND THE CITY OF SACHSE**

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

WHEREAS, The City of Grand Prairie and the City of Sachse desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, The City of Grand Prairie and the City of Sachse represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies, and services;

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized; and

WHEREAS, each party has sufficient resources to perform the functions contemplated by this Agreement;

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. The City of Grand Prairie and the City of Sachse are authorized to participate in each other's current and/or future contracts for goods and services. Said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals, if required.
2. The City of Grand Prairie and the City of Sachse agree that the ordering of goods and services is the responsibility of the local government seeking to obtain such goods and services under the established contract, and that participating government shall deal directly with the vendor in obtaining the goods and services and payment therefore. The participating government shall be liable to the vendor only for goods and services ordered and received by it, and shall not, by the execution of this Agreement, assume any additional liability. Neither the City of Grand

Prairie nor the City of Sachse warrant, or is responsible for, the quality or delivery of goods or services from the vendor under contract. Should a dispute arise between a participating government and a vendor, the same shall be handled by and between that participating government and the vendor.

3. Each government shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective government.
4. Participation of either government in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either governments from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.
5. Each government shall ensure that all applicable laws and ordinances have been satisfied.
6. **Effective Date and Term.** This Agreement shall be effective when signed by the last party who's signing makes the Agreement fully executed and will remain in full force and effect indefinitely. Any party may modify or terminate this Agreement as provided in Paragraph(s) 7 or 8.
7. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
8. **Termination.** This Agreement may be terminated at any time by the City of Grand Prairie or the City of Sachse, with or without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 11 herein.
9. **Hold Harmless.** To the extent allowed by law, the City of Grand Prairie and the City of Sachse agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.
10. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent

jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

11. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent by email, by fax with successful send confirmation, or by certified mail to the last business address as listed herein.

City of Grand Prairie: Purchasing Division
Attn: Purchasing Manager
City of Grand Prairie
318 W. Main St.
Grand Prairie, TX 75050
972/237-8269 ph ~ 972/237-8265 fax
purchasingfax@gptx.org

The City of Sachse: Finance Department
Attn: Jeri Rainey
The City of Sachse
3915-B Sachse Road
Sachse, TX 75189
469-429-4760 ph ~ 972-675-9812 fax
jrainey@cityofsachse.com

12. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
13. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
14. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
15. **Place of Performance.** Performance and all matters related thereto shall be in the County of the government originating the bid. This shall be Dallas and Collin Counties, Texas, United States of America for the City

of Sachse and shall be Dallas County, Texas, United States of America for the City of Grand Prairie.

16. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective Government.
17. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.
18. **Agreement Read.** The parties acknowledge that they understand and intend to be bound by the terms and conditions of this Agreement.
19. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical copies, each of which shall be deemed an original for all purposes.

CITY OF GRAND PRAIRIE

THE CITY OF SACHSE

BY: _____
Tom Cox, Deputy City Manager

BY: _____

DATE: _____

William K. George, City Manager

ATTEST: _____
Cathy DiMaggio, City Secretary

DATE: _____

APPROVED AS TO FORM:

ATTEST: _____

Donald R. Postell, City Attorney

Terry Smith, City Secretary

NORTEX
CONCRETE LIFT & STABILIZATION, INC
RAISING & UNDERSEALING CONCRETE STREETS & BRIDGES
USING POLYURETHANE FOAM
817-831-1240 Phone 817-831-1245 Fax
Remit Payment To: P.O. Box 4935
Fort Worth, TX 76164

QUOTE

TO: CITY OF SACHSE
PUBLIC WORKS
6420 SACHSE ROAD
SACHSE, TX 75048

ATTN: CRAIG ROAN
STREETS-REPAIR SUPERVISOR
FAX 972-495-4104

RE: RAISING AND/OR UNDERSEALING OF CONCRETE
PAVEMENT WITH POLYURETHANE FOAM

DATE: DECEMBER 16, 2014

JOB LOCATIONS: SEE BELOW

BEN DAVIS RD SB BETWEEN HIGH RIDGE AND THE ELEMENTARY SCHOOL 5 PANELS LIFTING AND
MATCHING A LONGITUDINAL JOINT

\$ 4,128.00

BEN DAVIS RD SB IN FRONT OF THE ELEMENTARY SCHOOL 10 PANELS LIFTING AND MATCHING A
LONGITUDINAL JOINT

\$ 8,256.00

MURPHY ROAD AT CORNWALL 3 PANEL LIFT AND MATCH BACK TO GRADE

\$ 2,752.00

TOTAL \$ 15,136.00

TAX

EXEMPT

TOTAL \$15,136.00

Comments: ALL PRICES ARE BASED ON THE GRAND PRAIRIE CONTRACT'S NEW PRICE OF \$3.44/LB.

We stand behind a Ten (10) Year Warranty that the product will not shrink or deteriorate and if it does we will replace any materials which fail to perform as warranted.

ISAIAH LINCOLN
817-333-9799

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BETWEEN THE CITY OF SACHSE AND NORTEX CONCRETE & STABILIZATION, INC. FOR PAVEMENT REPAIRS ON BEN DAVIS AND MURPHY ROAD LOCATED WITHIN SACHSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sachse and the City of Grand Prairie, Texas, previously entered into a Master Interlocal Cooperative Purchasing Agreement ("Master Agreement") for the purpose of participating in each other's current and/or future contracts for goods and services; and

WHEREAS, the City Council has been presented with a proposed Agreement with Nortex Concrete Life & Stabilization, Inc. to perform pavement repairs on Ben Davis and Murphy Road located within the City for a proposed cost of \$15,136.00 (the "Agreement"), 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:

SECTION 1. That the City Manager is hereby authorized to execute the Agreement, attached hereto as Exhibit "A".

SECTION 2. 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 Council of the City of Sachse, Texas, this the _____ day of _____, 2015.

CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary



Legislation Details (With Text)

File #:	15-2647	Version:	1	Name:	Purchase Order for Asphalt Road Reconstruction - Reynolds Asphalt & Construction Company
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	1/13/2015	In control:		In control:	City Council
On agenda:	1/19/2015	Final action:		Final action:	
Title:	Consider a resolution of the City Council of the City of Sachse, Texas, approving Purchase Orders in the amount not to exceed two hundred eighty-two thousand dollars (\$282,000.00) to Reynolds Asphalt and Construction Company, Incorporated for asphalt roadway improvement projects. Executive Summary The City's Capital Improvement Plan (CIP) includes Street Maintenance Tax funds in the 2014-2015 Annual Budget for asphalt roadway improvements to Williford Road and Big Valley Lane. In 2012, the City Council approved an Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie, which allows the City to utilize existing contracts Grand Prairie has executed with contractors for construction projects. One such contract is for asphalt roadway improvements. Purchase orders are required to authorize the contractor to begin work on the asphalt roadways listed in the CIP. The Purchase Order is in an amount based upon the City Council approved budget for the projects. The Contractor has provided a cost estimate for the two projects.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A - Project Map Exhibit B - Existing Conditions Exhibit C - Cost Estimate Exhibit D - Grand Prairie - Reynolds - initial contract Resolution for Purchase Orders to Reynolds Asphalt				

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

Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving Purchase Orders in the amount not to exceed two hundred eighty-two thousand dollars (\$282,000.00) to Reynolds Asphalt and Construction Company, Incorporated for asphalt roadway improvement projects.

Executive Summary

The City's Capital Improvement Plan (CIP) includes Street Maintenance Tax funds in the 2014-2015 Annual Budget for asphalt roadway improvements to Williford Road and Big Valley Lane.

In 2012, the City Council approved an Interlocal Cooperative Purchasing Agreement with the

City of Grand Prairie, which allows the City to utilize existing contracts Grand Prairie has executed with contractors for construction projects. One such contract is for asphalt roadway improvements. Purchase orders are required to authorize the contractor to begin work on the asphalt roadways listed in the CIP.

The Purchase Order is in an amount based upon the City Council approved budget for the projects. The Contractor has provided a cost estimate for the two projects.

Background

Two 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 and are shown on Exhibit "A" Project Map:

- 1) Williford Road from State Highway 78 to Bailey Road
- 2) Big Valley Lane from Blackburn Road to Bonanza Drive

Photos of the existing conditions of Big Valley Lane and Williford Road are shown in Exhibit "B".

The Contractor has provided the City with a cost estimate for each project, based upon full depth asphalt replacement of the streets and partial depth subgrade replacement. The estimated costs are shown in Exhibit "C" - Cost Estimates.

Policy Considerations

The City Council previously approved an Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie, Ordinance No. 3381. This allows the City of Sachse to utilize existing contracts publicly bid and awarded by the City of Grand Prairie and vice versa. The City of Grand Prairie executed a contract with Reynolds Asphalt & Construction Company for asphalt pavement improvements, as shown in Exhibit "D". The City of Sachse will utilize the unit bid pricing in the Grand Prairie contract to install the asphalt paving improvements for the streets listed in the CIP for this fiscal year.

City Council approval of the purchase orders will allow the Contractor to move forward with the scheduling of the projects. The construction will be completed this year.

Budgetary Considerations

In order to proceed with using the existing contract with Reynolds Asphalt & Paving Company, purchase orders are required to be approved by the City Council to begin each project. The purchase orders are in an amount matching the approved budget for the projects.

2014-15 Annual Budget for the Projects (Street Maintenance Tax Funds)

R-13-08	Williford Road	\$200,000.00
R-13-14	Big Valley Lane	\$82,000.00

Total Budget - \$282,000.00

Cost Estimate for the Projects (Exhibit "B")

R-13-08	Williford Road	\$203,035.00
R-13-14	Big Valley Lane	\$71,309.00

Total Cost Estimate - \$274,344.00

It was anticipated that the scope of improvements to Williford Road would require funding through two budget cycles. The 2014-2015 CIP approved by the City Council includes \$200,000.00 in funds from the Street Maintenance Tax Funds toward asphalt reconstruction for Williford Road, and an additional \$100,000.00 was estimated for the future 2015-16 CIP in order to complete the project.

However, the combined estimated cost of the two projects (Williford Road and Big Valley Lane) is less than the budgeted cost of the two projects. Therefore, it is the intent for both projects to be completed during the current budget cycle of FY 2014-2015. Completing the Williford Road improvements this year will allow the City Council to allocate Street Maintenance Tax funds in FY 2015-2016 toward other streets in need of improvements.

The Street Maintenance Tax Fund accrued more funds than originally anticipated for FY 2013-2014, due to increased sales on taxable items in the City. The Street Maintenance Tax Fund has a balance of \$46,952.00 remaining after the completion of the 2013-2014 Street Maintenance Tax Projects. The anticipated Street Maintenance Tax Revenue for FY 2014-2015 is \$291,611.00.

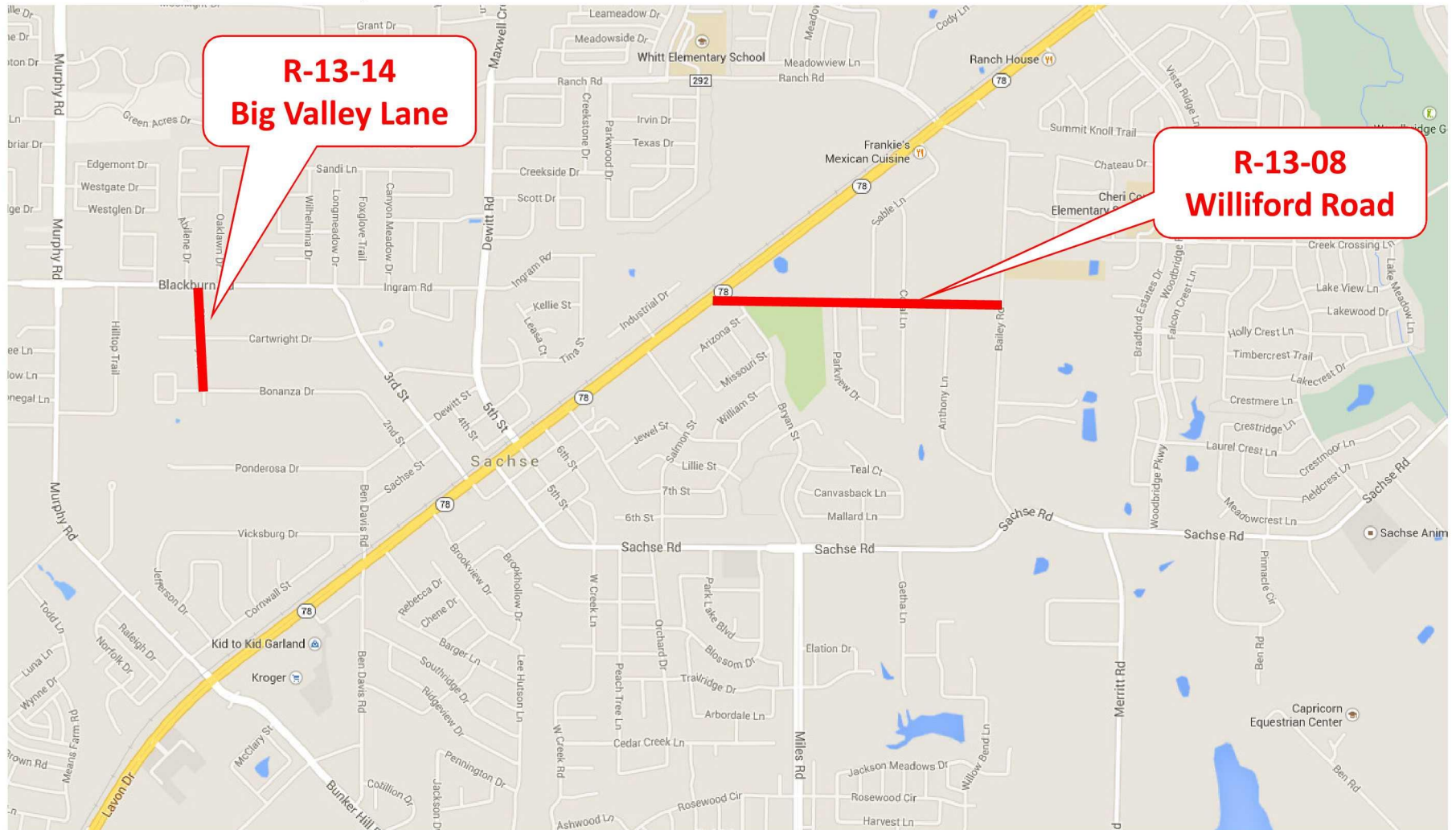
The Williford Road and Big Valley Lane improvement projects are the identified Street Maintenance Tax projects for FY 2014-2015, and have a project budget of \$282,000.00.

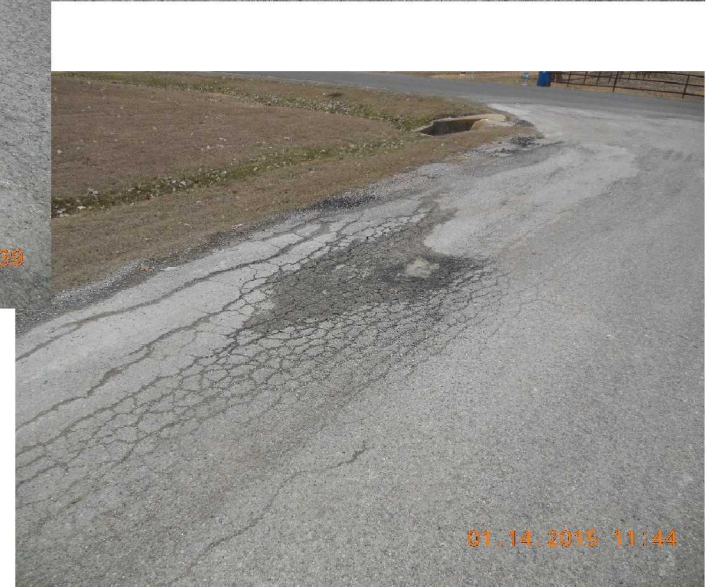
City Council approval of the purchase orders will allow the Contractor to move forward with the scheduling of the projects. The construction will be completed this year.

Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, approving Purchase Orders in the amount not to exceed two hundred eighty-two thousand dollars (\$282,000.00) to Reynolds Asphalt and Construction Company, Incorporated for asphalt roadway improvement projects, as a Consent Agenda Item.

Project Map: 2014-15 Street Maintenance Tax Projects





Big Valley Lane

Existing Conditions



Williford Road

Existing Conditions

CITY OF SACHSE
Big Valley

		UNIT PRICE		TOTAL	TOTAL
		BID		QUANTITY	COMPLETED TO DATE
1	HMAC Type D Delivered more than 1500 tons	TONS	\$ 76.75		\$ -
2	HMAC Type D Delivered 500 to 1499 tons	TONS	\$ 81.50		\$ -
3	HMAC Type D Delivered less than 499 tons	TONS	\$ 87.00		\$ -
4	HMAC Type C Delivered more than 1500 tons	TONS	\$ 73.50		\$ -
5	HMAC Type C Delivered 500 to 1499 tons	TONS	\$ 77.00		\$ -
6	HMAC Type C Delivered less than 499 tons	TONS	\$ 82.50	400.00	\$ 33,000.00
7	HMAC Type B Delivered more than 1500 tons	TONS	\$ 63.00		\$ -
8	HMAC Type B Delivered 500 to 1499 tons	TONS	\$ 66.50		\$ -
9	HMAC Type B Delivered less than 499 tons	TONS	\$ 72.50		\$ -
10	Additional Mileage Hauled beyond the first 10 from bidders plant Items# 1-9 Per Ton Per Mile **NOTE: \$0.45 per mile @ 32 miles **	EACH PER TON MILE	\$ 14.40	400.00	\$ 5,760.00
11	Move In/Out Charge for projects under 499 tons	EACH	\$ 750.00		\$ -
12	Thoroughfare Traffic Control Charges Per street	EACH	\$ 1,200.00	1.00	\$ 1,200.00
13	Manhole Ring Riser Adjustment/Placement Ring	EACH	\$ 100.00		\$ -
14	Valve Ring Riser Adjustment/Placement Ring	EACH	\$ 70.00		\$ -
15	Base Repair - 6" Flex Base & 2" HMAC	SY	\$ 35.00		\$ -
16	Base Repair - Flex Base installed only	TONS	\$ 15.50		\$ -
17	8" Cement Stab Existing - more than 3000 sy	SY	\$ 7.00	3,500.00	\$ 24,500.00
18	8" Cement Stab Existing - 1400 to 2999 sy	SY	\$ 8.25		\$ -
19	8" Cement Stab Existing - less than 1399 sy	SY	\$ 12.00		\$ -
20	Hauling Excessive Material more than 101 cy	CY	\$ 16.75	280.00	\$ 4,690.00
21	Hauling Excessive Material 51 to 100 cy	CY	\$ 20.50		\$ -
22	Hauling Excessive Material less than 50 cy	CY	\$ 25.00		\$ -
23	Wedge Mill	LF	\$ 4.50		\$ -
24	Full Depth Milling	SY	\$ 4.00		\$ -
25	Backfill Shoulders	LF	\$ 0.85	2,540.00	\$ 2,159.00
26	8" Pulverization	SY	\$ 3.00		\$ -

TOTAL FOR PAGE

\$ 71,309.00

CITY OF SACHSE
Williford Road

		UNIT PRICE		TOTAL	TOTAL
		BID		QUANTITY	COMPLETED TO DATE
1	HMAC Type D Delivered more than 1500 tons	TONS	\$ 76.75		\$ -
2	HMAC Type D Delivered 500 to 1499 tons	TONS	\$ 81.50		\$ -
3	HMAC Type D Delivered less than 499 tons	TONS	\$ 87.00		\$ -
4	HMAC Type C Delivered more than 1500 tons	TONS	\$ 73.50		\$ -
5	HMAC Type C Delivered 500 to 1499 tons	TONS	\$ 77.00	1,050.00	\$ 80,850.00
6	HMAC Type C Delivered less than 499 tons	TONS	\$ 82.50		\$ -
7	HMAC Type B Delivered more than 1500 tons	TONS	\$ 63.00		\$ -
8	HMAC Type B Delivered 500 to 1499 tons	TONS	\$ 66.50		\$ -
9	HMAC Type B Delivered less than 499 tons	TONS	\$ 72.50		\$ -
10	Additional Mileage Hauled beyond the first 10 from bidders plant Items# 1-9 Per Ton Per Mile	EACH PER TON MILE	\$ 14.40	1,050.00	\$ 15,120.00
**NOTE: \$0.45 per mile @ 32 miles **					
11	Move In/Out Charge for projects under 499 tons	EACH	\$ 750.00		\$ -
12	Thoroughfare Traffic Control Charges Per street	EACH	\$ 1,200.00	1.00	\$ 1,200.00
13	Manhole Ring Riser Adjustment/Placement Ring	EACH	\$ 100.00		\$ -
14	Valve Ring Riser Adjustment/Placement Ring	EACH	\$ 70.00		\$ -
15	Base Repair - 6" Flex Base & 2" HMAC	SY	\$ 35.00		\$ -
16	Base Repair - Flex Base installed only	TONS	\$ 15.50		\$ -
17	8" Cement Stab Existing - more than 3000 sy	SY	\$ 7.00	9,200.00	\$ 64,400.00
18	8" Cement Stab Existing - 1400 to 2999 sy	SY	\$ 8.25		\$ -
19	8" Cement Stab Existing - less than 1399 sy	SY	\$ 12.00		\$ -
20	Hauling Excessive Material more than 101 cy	CY	\$ 16.75		\$ -
21	Hauling Excessive Material 51 to 100 cy	CY	\$ 20.50		\$ -
22	Hauling Excessive Material less than 50 cy	CY	\$ 25.00		\$ -
23	Wedge Mill	LF	\$ 4.50		\$ -
24	Full Depth Milling	SY	\$ 4.00	8,900.00	\$ 35,600.00
25	Backfill Shoulders	LF	\$ 0.85	6,900.00	\$ 5,865.00
26	8" Pulverization	SY	\$ 3.00		\$ -

TOTAL FOR PAGE

\$ 203,035.00

ID**1528****Department:**

Purchasing for Streets

Vendor Name:

Reynolds Asphalt ✓

Project Name:

11099 Pavement Resurfacing Service - Reynolds - initial contract

Work Order Number(s):**Account Number:**

258111-63030

Contract Amount: ✓

\$2,780,213.00

Implementation Date:

10/1/2011

Termination Date:

9/30/2012

City Council Appr. Date:

9/6/2011

Insurer A Name:

Continental Ins.

Insurer A Expiration:

5/8/2012

Insurer B Name:

Starr ind

Insurer B Expiration:

5/8/2012

Insurer C Name:

Valley Forge Ins

Insurer C Expiration:

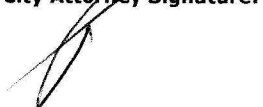
5/8/2012

Insurer D Name:**Insurer D Expiration:****Insurer E Name:****Insurer E Expiration:****Return Executed Copy To:**

purchasing interoffice mail

Department Manager Signature:**Date:**

9-15-11

**City Attorney Signature:****Date:**

9/19

City Manager/Deputy City Manager Signature:**Date:**

9/20/11

City Secretary Signature:**Date:**

9/20/11

CONTRACT for SERVICES PRICE AGREEMENT
CITY OF GRAND PRAIRIE

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

THIS CONTRACT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the "CITY"), and **REYNOLDS ASPHALT & CONSTRUCTION CO.** (hereinafter referred to as "VENDOR") and evidences the following:

I. PURPOSE

VENDOR shall provide pavement resurfacing service per bid award resulting from vendor's response to RFB #11099, submitted by Ned Tankersley on August 22, 2011. The parties understand that quantity of services to be furnished to the City is an estimate, and that the City may order more or less, depending on the projects and the work of the City that requires the services. The price of the services shall remain constant throughout the term of contract. If the amount of the services ordered exceeds the estimate, it may be necessary to seek additional approval from the Council or City Manager's Office, as set out in Paragraph IV and VIII herein.

II. DESCRIPTION OF SERVICES

The services which VENDOR shall provide for the CITY shall include the following:

- A. VENDOR hereby covenants and agrees that VENDOR is to work closely with the CITY's Public Works Director or their designee, and/or other appropriate officials of the CITY, and that VENDOR is to perform any and all tasks required of VENDOR to fulfill the purposes of this Contract.
- B. VENDOR and the CITY covenant and agree that VENDOR shall perform all of the services and work contained in CITY specifications and VENDOR'S bid to the CITY (attached hereto as "Exhibit A"); said document being part of this Contract and incorporated in its entirety herein. The parties agree that should there be any conflict between the terms of the incorporated document and this Contract, the provisions of this Contract shall control.
- C. VENDOR expressly covenants and agrees to provide the CITY with such written reports or documentation of guaranties as may be required by the scope of the bid.

III. PERFORMANCE OF WORK

VENDOR or VENDOR'S associates and employees shall perform all the work called for in this Contract. VENDOR hereby covenants and agrees that all of VENDOR'S associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract, and the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.

IV. PAYMENT

The CITY shall pay to VENDOR a sum not to exceed those unit prices, or percentage discount from list price where applicable, in the bid for the purchase of services designated herein and in no event shall total payments under the base contract exceed \$2,780,213.00 without additional approval. Invoice must be delivered to the attention of the department placing the order. Payments will be made as work is completed and certification by the City that the work is performed in a good and workmanlike manner within 30 day of certification or receipt of invoice, whichever is later. Payment will be made by means of a City issued check, an ACH, or with a City issued Procurement Card (Mastercard).

V. TERM OF THE CONTRACT

This Contract is for an initial term of one year with the option to renew for four additional one year periods. This Contract is effective as of October 1, 2011, and shall terminate midnight September 30, 2012, at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through allowable renewal option, or, unless otherwise terminated as provided in Paragraph XVI herein.

VI. CONTRACT ASSIGNMENT

VENDOR and the CITY hereby covenant and agree that this Contract provides for services and that these services are not to be assigned or sublet in whole or part without the prior written consent of the CITY.

VII. CONFLICT OF INTEREST

VENDOR hereby covenants and agrees that during the Contract period that VENDOR and any of VENDOR'S associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by VENDOR pursuant to this Contract will be conducted by employees or associates of VENDOR. VENDOR further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction with the CITY. Any violation of this paragraph which occurred with the actual or constructive knowledge of VENDOR will render this Contract voidable by the CITY.

VIII. CHANGE IN WORK

The CITY, through its Purchasing Manager or his chosen agent, may request changes in the scope and focus of the activities and duties called for under this Contract. Any such change which, in the opinion of VENDOR or the CITY varies significantly from the scope and focus of the work set out herein or entails a significant increase in cost or expense to VENDOR must be mutually agreed upon by VENDOR and the CITY. The parties herein acknowledge that any change in the scope or focus of the work which results in the increase in compensation to VENDOR of the fee stated in Paragraph IV hereof must first be approved by the CITY's Purchasing Manager, City Manager or City Council, where applicable.

IX. CONFIDENTIAL WORK

Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by VENDOR under this Contract shall be kept confidential and may not be made available to any individual or organization by VENDOR without the prior written approval of the CITY except as may be required by law.

X. OWNERSHIP OF DOCUMENTS

VENDOR acknowledges that CITY owns all notes, reports, or other documents, intellectual property or documentation produced by the vendor pursuant to this agreement or in connection with its work which are not otherwise public records. VENDOR acknowledges that CITY shall have copyright privileges to those notes, reports, documents, processes and information.

VENDOR shall provide CITY a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at CITY expense upon written request.

XI. NONDISCRIMINATION

As a condition of this Contract, VENDOR covenants and agrees that VENDOR shall take all necessary actions to insure, in connection with any work under this Contract, that VENDOR or VENDOR'S associates, sub-vendors, or employees, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly or indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the CITY upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

XII. INDEPENDENT VENDOR

By the execution of this Contract, the CITY and VENDOR do not change the independent vendor status of VENDOR. No term or provision of this Contract or any act of VENDOR in the performance of this Contract may be construed as making VENDOR the agent or representative of the CITY. All employees of VENDOR shall perform their duties under the supervision of VENDOR, which shall have the exclusive right to dictate to the VENDOR'S employees how to perform their tasks. VENDOR agrees and covenants that each of its employees will be properly qualified and will use reasonable care in the performance of the assigned duties. VENDOR shall post all applicable warning signs if such work will disrupt normal traffic or workplace activities.

XIII. WARRANTY, HOLD HARMLESS, AND INDEMNITY

VENDOR warrants that the services it performs for CITY will be done in a good and workmanlike manner, and that any items delivered to the CITY under this contract will be fit for the particular purpose for which it was furnished. VENDOR shall defend, indemnify, and hold the CITY whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of VENDOR'S activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of VENDOR or any representative, agent, employee, or servant of the CITY. If an item is covered by a manufacturer's warranty, it is the responsibility of the VENDOR to obtain the information for CITY and to get the manufacturer to honor the warranty.

XIV. INSURANCE

Prior to the commencement of work under this Contract, VENDOR shall obtain and shall continue to maintain in full force and effect during the term of this Contract a comprehensive liability insurance policy, with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability and property damage coverage, in accordance with any CITY ordinance or Directive. The minimum limits for this coverage shall be \$1,000,000.00 combined single limit for liability and for property damage, unless modified in accordance with any ordinance or directive. The CITY shall be named as an additional insured under such policy and a provision shall be incorporated in the policy whereby the CITY shall be given at least thirty days prior notice of any material change in coverage or of cancellation of such policy.

XV. NO VERBAL AGREEMENT

This Contract contains the entire commitments and agreements of the parties to the Contract. Any verbal or written commitment not contained in this Contract or expressly referred to in this Contract and incorporated by reference shall have no force or effect.

XVI. TERMINATION

The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to VENDOR with the understanding that all services being terminated shall cease upon the date specified in such notice. The CITY shall equitably compensate VENDOR, in accordance with the terms of this Contract for the services properly performed prior to the date specified in such notice following inspection and acceptance of same by the CITY. VENDOR shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

XVII. VENUE

The parties to this Contract agree and covenant that this Contract will be performable in Grand Prairie, Texas, and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Dallas County, Texas.

XVIII. APPLICABLE LAWS

This Contract is made subject to the existing provisions of the Charter of the City of Grand Prairie, its rules, regulations, procedures and ordinances, present and future, and all applicable laws of the State of Texas and the United States.

XIX. CONTRACT INTERPRETATION

The parties to this Contract covenant and agree that in any litigation relating to this Contract, the terms and conditions of the Contract will be interpreted according to the laws of the State of Texas.

XX. NOTICES

All notices, communications and reports under this Contract must be mailed or delivered to the respective parties at the addresses shown below, unless either party is otherwise notified in writing by the other party:

CITY:

Angi Mize

Buyer ~ Purchasing Division

972/237-8262 Phone ~ 972/237-8265 Fax

amize@gptx.org

City of Grand Prairie

318 W. Main Street, Grand Prairie, TX 75050

PO Box 534045, Grand Prairie, TX 75053-4045

Ronnie Bates

Street Services Manager ~ Public Works - Streets

972/237-8526 Phone ~ 972/237-8533 Fax

rbates@gptx.org

City of Grand Prairie

1821 S. Sh161, Grand Prairie, TX 75052

PO Box 534045, Grand Prairie, TX 75053-4045

VENDOR:

Ned Tankersley, Vice President

817/267-3131 Phone ~ 817/267-7022 Fax

ntankersley@reynoldsasphalt.com

Reynolds Asphalt & Construction Co.

PO Box 370, Euless TX 76039

XXI. SEVERABILITY

In the event that any one or more of the provisions contained in this Contract 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 provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Contract.

XXII. RIGHT OF REVIEW

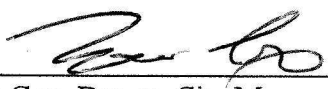
VENDOR covenants and agrees that the CITY, upon reasonable notice to VENDOR, may review any of the work performed by VENDOR under this Contract.

XXIII. WAIVER OF ATTORNEYS FEES

VENDOR and CITY expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

EXECUTED this the 26th day of Sept., 2012

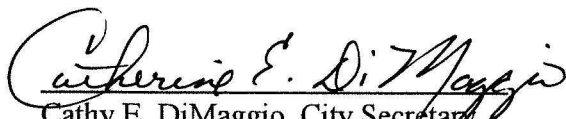
CITY OF GRAND PRAIRIE, TEXAS

By: 
Tom Cox, Deputy City Manager

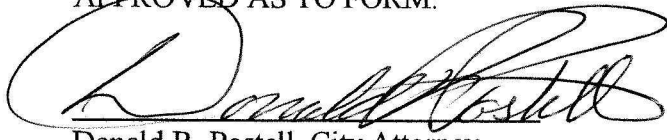
**REYNOLDS ASPHALT &
CONSTRUCTION CO.**

By: 
Printed
Name: Ned Tankersley
Title: Vice President

ATTEST:


Cathy E. DiMaggio, City Secretary

APPROVED AS TO FORM:


Donald R. Postell, City Attorney

RECEIVED

SEP 13 2011

CITY OF GRAND PRAIRIE
PURCHASING

Exhibit A

Solicitation 11099

Pavement Resurfacing Service



City of Grand Prairie

Bid 11099 Pavement Resurfacing Service

Bid Number **11099**
Bid Title **Pavement Resurfacing Service**

Bid Start Date **Aug 4, 2011 8:37:08 AM CDT**
Bid End Date **Aug 22, 2011 2:00:00 PM CDT**
Question & Answer End Date **Aug 18, 2011 5:00:00 PM CDT**

Bid Contact **Angi Mize**
Buyer
Purchasing
972-237-8262
amize@gptx.org

Contract Duration **1 year**
Contract Renewal **4 annual renewals**
Prices Good for **Not Applicable**

Bid Comments **It is the intent of this specification to obtain an annual price agreement for the purchase of pavement resurfacing services for the City of Grand Prairie Public Works Street Maintenance Division. The work covered by this specification is for cleaning, preparing surface, placing tack coat and overlaying with HMAC of city streets. All construction shall be in accordance with this specification, NCTCOG and the Texas Highway specification.**
Information, questions or clarification concerning the intent of these specifications will be available from Street Department, Leland Miller, 972-237-8529, or city Purchasing Division, Ms. Angi Mize, 972-237-8262, amize@gptx.org,

Item Response Form

Item **11099-01-01 - HMAC Type D Delivered**
Quantity **7905 ton**
Unit Price **67.00**
Delivery Location **City of Grand Prairie**
No Location Specified

Qty 7905

Description

1500 Tons or more of Hot Mix Asphalt Concrete pavement delivered and placed by contractor Type "D" surface course furnished and hauled by vendor a maximum of 10 miles from the nearest plant. Laid and furnished as per attached specification. HMAC mix shall not be less than 300 degrees F when placed at the job site.

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

Item	11099-01-02 - HMAC Type D Delivered less than 1499
Quantity	4656 ton
Unit Price	71.00
Delivery Location	City of Grand Prairie <u>No Location Specified</u>

Qty 4656

Description

500-1499 Tons of Hot Mix Asphalt Concrete pavement delivered and placed by contractor Type "D" surface course furnished and hauled by vendor a maximum of 10 miles from the nearest plant. Laid and furnished as per attached specification. HMAC mix shall not be less than 300 degrees F when placed at the job site.

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

Item	11099-01-03 - HMAC Type D Delivered less than 499
Quantity	1200 ton
Unit Price	76.00
Delivery Location	City of Grand Prairie <u>No Location Specified</u>

Qty 1200

Description

2-499 Tons of Hot Mix Asphalt Concrete pavement delivered and placed by contractor Type "D" surface course furnished and hauled by vendor a maximum of 10 miles from the nearest plant. Laid and furnished as per attached specification. HMAC mix shall not be less than 300 degrees F when placed at the job site.

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

Item	11099-01-04 - HMAC Type C Delivered
Quantity	5400 ton
Unit Price	69.00
Delivery Location	City of Grand Prairie <u>No Location Specified</u>

Qty 5400

Description

1500 Tons or more of Hot Mix Asphalt Concrete pavement delivered and placed by contractor Type "C" surface course furnished and hauled by vendor a maximum of 10 miles from the nearest plant. Laid and furnished as per attached specification. HMAC mix shall not be less than 300 degrees F when placed at the job site.

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

Item	11099-01-05 - HMAC Type C Delivered less than 1499
Quantity	3000 ton

Unit Price **67.00**
 Delivery Location **City of Grand Prairie**
No Location Specified
Qty 3000

Description

500-1499 Tons of Hot Mix Asphalt Concrete pavement delivered and placed by contractor Type "C" surface course furnished and hauled by vendor a maximum of 10 miles from the nearest plant. Laid and furnished as per attached specification. HMAC mix shall not be less than 300 degrees F when placed at the job site.

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

Item **11099-01-06 - HMAC Type C Delivered less than 499**
 Quantity **1200 ton**
 Unit Price **72.00**
 Delivery Location **City of Grand Prairie**
No Location Specified
Qty 1200

Description

2-499 Tons of Hot Mix Asphalt Concrete pavement delivered and placed by contractor Type "C" surface course furnished and hauled by vendor a maximum of 10 miles from the nearest plant. Laid and furnished as per attached specification. HMAC mix shall not be less than 300 degrees F when placed at the job site.

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

Item **11099-01-07 - HMAC Type B Delivered**
 Quantity **5400 ton**
 Unit Price **55.00**
 Delivery Location **City of Grand Prairie**
No Location Specified
Qty 5400

Description

1500 Tons or more of Hot Mix Asphalt Concrete pavement delivered and placed by contractor Type "B" surface course furnished and hauled by vendor a maximum of 10 miles from the nearest plant. Laid and furnished as per attached specification. HMAC mix shall not be less than 300 degrees F when placed at the job site.

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

Item **11099-01-08 - HMAC Type B Delivered less than 1499**
 Quantity **3000 ton**
 Unit Price **58.00**
 Delivery Location **City of Grand Prairie**
No Location Specified

Qty 3000**Description**

500-1499 Tons of Hot Mix Asphalt Concrete pavement delivered and placed by contractor Type "B" surface course furnished and hauled by vendor a maximum of 10 miles from the nearest plant. Laid and furnished as per attached specification. HMAC mix shall not be less than 300 degrees F when placed at the job site.

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

Item	11099-01-09 - HMAC Type B Delivered less than 499
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Quantity	1200 ton
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Unit Price	63.00
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Delivery Location	City of Grand Prairie <u>No Location Specified</u>
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Qty 1200**Description**

2-499 Tons of Hot Mix Asphalt Concrete pavement delivered and placed by contractor Type "B" surface course furnished and hauled by vendor a maximum of 10 miles from the nearest plant. Laid and furnished as per attached specification. HMAC mix shall not be less than 300 degrees F when placed at the job site.

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

Item	11099-01-10 - Additional Mileage Charge
------	--

Quantity	5403 ton
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Unit Price	.40
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Delivery Location	City of Grand Prairie <u>No Location Specified</u>
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Qty 5403**Description**

Additional mileage hauled beyond the first 10 miles from plant to job site for items 1-9 per ton.

Item	11099-01-11 - Move In Charge
------	-------------------------------------

Quantity	30 each
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Unit Price	500.00
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Delivery Location	City of Grand Prairie <u>No Location Specified</u>
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Qty 30**Description**

Move in charge for projects under 499 tons

Item	11099-01-12 - Thorough Fare Traffic Control
------	--

Quantity	30 each
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Unit Price **800.00**
Delivery Location **City of Grand Prairie**
No Location Specified
Qty 30

Description

Thoroughfare traffic control setup charge per project

Item **11099-01-13 - Manhole Ring Riser**
Quantity **603 each**
Unit Price **75.00**
Delivery Location **City of Grand Prairie**
No Location Specified
Qty 603

Description

Vendor to provide manhole ring riser, placement and adjust to grade

Item **11099-01-14 - Valve Ring Riser**
Quantity **600 each**
Unit Price **50.00**
Delivery Location **City of Grand Prairie**
No Location Specified
Qty 600

Description

Vendor to provide valve ring riser, placement and adjust to grade

Item **11099-01-15 - Base Repair**
Quantity **4500 square yard**
Unit Price **27.00**
Delivery Location **City of Grand Prairie**
No Location Specified
Qty 4500

Description

Base repair prior to level up and overlay. Locations and limits to be marked by owner and shall include all cost to remove marked area to depth of 10", then replace with compacted flex base 6" depth, then 4" of either Type "B" asphalt to grade.

Item **11099-01-16 - Flex Base Compaction only**
Quantity **1500 ton**
Unit Price **14.00**
Delivery Location **City of Grand Prairie**
No Location Specified
Qty 1500

Description

Owner will provide and deliver flex base to job site. Vendor shall process and compact in place.

Item	11099-01-17 - Recycling 8" Deep
Quantity	13500 square yard
Unit Price	6.25
Delivery Location	City of Grand Prairie <u>No Location Specified</u>
Qty 13500	

Description

Recycling 8" deep, to include 28 lbs per sqyd of Portland Cement, shaping, compacting and grading to grade, then placing a prime coat as per standards 3,000+ sqyd

Item	11099-01-18 - Recycling 8" Deep less than 2999 sqyd
Quantity	9000 square yard
Unit Price	7.00
Delivery Location	City of Grand Prairie <u>No Location Specified</u>
Qty 9000	

Description

Recycling 8" deep, to include 28 lbs per sqyd of Portland Cement, shaping, compacting and grading to grade, then placing a prime coat as per standards 1400-2999 sqyd

Item	11099-01-19 - Recycling 8" Deep less than 1399
Quantity	4200 square yard
Unit Price	8.50
Delivery Location	City of Grand Prairie <u>No Location Specified</u>
Qty 4200	

Description

Recycling 8" deep, to include 28 lbs per sqyd of Portland Cement, shaping, compacting and grading to grade, then placing a prime coat as per standards 2-1399 sqyd

Item	11099-01-20 - Hauling Excess Material
Quantity	6000 cubic yard
Unit Price	14.00
Delivery Location	City of Grand Prairie <u>No Location Specified</u>
Qty 6000	

Description

Hauling excessive material shall be disposed of at the vendors expense in a satisfactory manner 101 cuyd or more

Item **11099-01-21 - Hauling Excess Material less than 100 cuyd**
 Quantity **1200 cubic yard**
 Unit Price **17.00**
 Delivery Location **City of Grand Prairie**
 No Location Specified

 Qty 1200

Description

Hauling excessive material shall be disposed of at the vendors expense in a satisfactory manner 51-100 cuyd

Item **11099-01-22 - Hauling Excess Material less than 50 cuyd**
 Quantity **140 cubic yard**
 Unit Price **21.00**
 Delivery Location **City of Grand Prairie**
 No Location Specified

 Qty 140

Description

Hauling excessive material shall be disposed of at the vendors expense in a satisfactory manner 2-50 cuyd

Item **11099-01-23 - Milling - Wedge**
 Quantity **6000 linear foot**
 Unit Price **2.50**
 Delivery Location **City of Grand Prairie**
 No Location Specified

 Qty 6000

Description

Milling - wedge milling and hauling and disposed at a satisfactory location.

Item **11099-01-24 - Milling - Full Depth**
 Quantity **15000 square yard**
 Unit Price **3.50**
 Delivery Location **City of Grand Prairie**
 No Location Specified

 Qty 15000

Description

Milling - full depth and hauling (surface milling) and disposed at a satisfactory location.

Item **11099-01-25 - Backfill**
 Quantity **12000 linear foot**
 Unit Price **.70**
 Delivery Location **City of Grand Prairie**
 No Location Specified

Qty 12000**Description**

Backfill for the shoulders of the roadway - blade material up to the edge of the new asphalt overlay

Item 11099-01-26 - Pulverization**Quantity** 12000 square yard**Unit Price** 2.00**Delivery Location** City of Grand Prairie
No Location Specified**Qty** 12000**Description**

Pulverization of existing asphalt street to a depth of 8", reshape, grade and compact to grade

SUBMIT TO: CITY OF GRAND PRAIRIE PURCHASING DIVISION 318 W. MAIN STREET GRAND PRAIRIE, TX 75050 P.O. BOX 534045 GRAND PRAIRIE, TX 75053-4045 <i>(Above address is for submittal of hard copy.)</i>	Grand Prairie AN EQUAL OPPORTUNITY EMPLOYER  CITY OF GRAND PRAIRIE, TEXAS REQUEST FOR BID (RFB) 11099
CONTACT PERSON: Angi Mize	TEL: 972-237-8262
TITLE: Pavement Resurfacing Service	SUBMITTAL DEADLINE: 2:00:00 PM CDT Aug 22, 2011
	<i>Any proposals received after the time and date listed above, regardless of the mode of delivery, shall not be accepted.</i>
Company: <u>Reynolds Asphalt & Constr. Co.</u> Contact: <u>Ned Tankersley</u> "Signature": <u>Ned Tankersley</u> Title: <u>Vice President</u>	LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE RFP/RFB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS. <i>(Above is for submittal of hard copy only. This does not apply to electronic bidding.)</i> IF RETURNING AS A "NO BID", PLEASE COMPLETE AND RETURN THE "STATEMENT OF NO BID".
Address (include City, State, Zip): <u>P.O. Box 370</u> <u>Euless, Tx 76039</u>	THE CITY OF GRAND PRAIRIE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITY IN THE COMPETITIVE BID PROCESS. FURTHER, THE CITY RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN THE BEST INTEREST OF THE CITY. IT IS THE INTENT AND PURPOSE OF THE CITY OF GRAND PRAIRIE THAT THIS REQUEST PERMITS COMPETITIVE BIDS. IT IS THE BIDDER'S RESPONSIBILITY TO ADVISE THE CITY OF GRAND PRAIRIE PURCHASING MANAGER IF ANY LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATIONS THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS RFP/RFB TO A SINGLE SOURCE. SUCH NOTIFICATION MUST BE SUBMITTED IN WRITING AND MUST BE RECEIVED BY THE PURCHASING MANAGER NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE ABOVE SUBMITTAL DEADLINE.
Phone: <u>817-267-3131</u>	Fax: <u>817-267-7022</u>
eMail: <u>ntankersley@reynoldsasphalt.com</u>	Web Address: <u>reynoldsasphalt.com</u>
Tax ID #: <u>75-1792271</u>	Date: <u>8/22/11</u>
THE BIDDER HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS OFFER IS BASED ON THE FOLLOWING ADDENDA: #1 ☐ #2 ☐ #3 ☐ #4 ☐ #5 ☐ <i>(Check each applicable addendum)</i>	
The City of Grand Prairie Charter states that no officer or employee of the City can benefit from any contract, job, work or service for the municipality or be interested in the sale to the City of any supplies, equipment, material or articles purchased. Will any officer or employee of the City, or member of their immediate family, benefit from the award of this bid to the above firm? ☐ Yes ☒ No	
By my signature, I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting a bid/proposal for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. The above signed hereby offers to furnish and deliver the goods and/or services as specified at the prices and terms herein stated and in accordance with the Invitation to Bid, Addendums, General Terms and Condition and Specifications, all of which are made a part of this offer. All pages of the City of Grand Prairie's form, including but not limited to the General Terms and Conditions and Specifications are incorporated by reference into this bid for all purposes.	
By signing, bidder further attests that he has read and understands all terms and conditions as stated in the attached specification and is operating in an authorized capacity to execute this bid/proposal. THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.	

**PAVEMENT RESURFACING SERVICE
SPECIFICATION
BID #11099**

1. INTENT

It is the intent of this specification to obtain an annual price agreement for the purchase of pavement resurfacing services for the City of Grand Prairie Public Works Street Maintenance Division. The work covered by this specification is for cleaning, preparing surface, placing tack coat and overlaying with HMAC of city streets. All construction shall be in accordance with this specification, NCTCOG and the Texas Highway specification.

2. HOT MIX ASPHALT CONCRETE PAVEMENT – (HMAC) 64-22

- 2.1** Material and placement must meet specifications in accordance with the latest TxDOT Standard Specifications for Construction of Highways, except that the asphalt content of asphaltic concrete mixtures shall be not less than four percent (4%) and not greater than eight percent (8%).
- 2.2** The mileage haul from plant shall be determined along the nearest and shortest route from the plant to the job site.
- 2.3** Materials laid and finished by the bidder shall be compacted to not less than 96% compaction tested by laboratory based on the Texas Test Method 227F.

3. OVERLAYING OF EXISTING STREETS

- 3.1** The street surface of the existing pavement shall be cleared of grass, weeds, and swept prior to placing of the overlay.
- 3.2** SS1 (emulsion) shall be placed and used prior to placing HMAC overlay and shall cover entire area as per NCTCOG. Contractor shall supply all necessary materials and equipment to tack sub-grade prior to placing HMAC Type "D" surface course as outline in the specification.
- 3.3** Driveways will be resurfaced back to the property line, with clean joint at tie in.

4. TRAFFIC CONTROL

- 4.1** The contractor shall provide construction and maintenance signs, construction lights, barricades, channelizing devices and flagmen as required to provide for the safety of the traveling public. These items shall be in accordance with the recommended practices of the latest version of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways (M.U.T.C.D.).
- 4.2** Traffic control will be broken into the following two categories:
 - 4.2.1** Residential: The contractor will be required to provide all traffic control on residential streets as part of the unit cost.
 - 4.2.2** Thoroughfare: Traffic control on thoroughfares will be paid for as a separate unit cost as provided in the contract. Thoroughfare street work cannot begin prior to 8:45 am and must be clear by 4:30 pm unless prior written approval is given by city.
- 4.3** Construction signs shall not be removed from the project until approved by the city.
- 4.4** No street shall be closed except upon written authority from the city.
- 4.5** At the end of each day, the contractor shall prepare the work to the satisfaction of the city to ensure safe driving at night; and shall place temporary pavement markings and maintain it until the city has approved the final inspection.

- 4.6 Contractor shall submit a traffic control plan for approval four (4) days prior to starting work at any location. All barricades, detour signs for total closure of the street, and all maintenance of signs and removals upon completion of project shall be in accordance with Texas M.U.T.C.D
- 4.7 All street work and closures will require a four (4) day notice to city so it may be publicized in the local paper as necessary.
- 4.8 Contractor shall provide all temporary pavement marking as needed and placed before removal of barricades for the safety of public until permanent markings are installed by owner.

5. UTILITIES

- 5.1 The contractor shall retain full responsibility for adjusting any and all public utilities and protecting same against damage during the life of the project.
- 5.2 The contractor is responsible for arranging all locates within rights-of-ways.
- 5.3 Contractor shall adjust to final grade all existing valves and utilities. The manhole and valve adjustments shall be paid for as per bid pay items. Contractor shall be responsible for providing all manhole rings, valves, lids, etc., for the adjustment/placement to finished grade of street. They shall meet the City Standard Details for design.

6. WATER FOR CONSTRUCTION

- 6.1 The contractor shall pay for water for the project. The contractor will be required to make application and deposit for a construction meter with the Utility Services Division.

7. START OF CONSTRUCTION

- 7.1 The successful bidder agrees that projects will begin within seven (7) days of written notice and assurance of work order from the City.
- 7.2 The contractor shall pick up two portable (2) signs from city Street Department and place at each end of their project to inform citizens that this is a Sales Tax Project. Signs shall be returned to the Street Department at the completion project. Signs shall not be removed until contractor has permission by the City.

8. MATERIAL TICKETS

- 8.1 The contractor shall provide the city with copies of all material tickets and certified weight tickets incorporated in the job on a daily basis. This requirement must be met to ensure quality control and quality assurance and proper payment to contractor. Any failure to provide tickets by the end of the day will result in the stoppage of the next day's planned activities and/or non-payment of work until tickets are provided.

9. PRIVATE PROPERTY CONCERNS

- 9.1 It shall be the contractor's responsibility to relocate any mailboxes and vehicles as may be necessary during the various stages of the projects.
- 9.2 It shall be the contractor's responsibility to cooperate with the property owners on all construction work to be performed.
- 9.3 Contractor shall not use property owner's water or place temporarily sanitation facilities on private property.

- 9.4 Proper sanitation requirements for contractor's employees shall be provided by contractor at no cost to the city or private property owners.
- 9.5 All private agreements between the contractor and property owners are not binding on the city of Grand Prairie.
- 9.6 Doorhangers will be provided by the city for the contractor to distribute to the property owners. All doorhangers must be handed out a minimum of 72 hours prior to construction beginning, at the contractors expense and as requested by city.

10. BACKFILL AND CLEANUP

- 10.1 After the new asphalt is in place, compacted, temporarily striped (tabs or tape), cleaned up and approved by owner, then street can be opened to traffic.
- 10.2 All areas disturbed by the contractor will be returned to their original condition to include grass, sprinkler systems, etc.
- 10.3 Contractor shall complete all backfilling and clean up within ten (10) business days of completing the placement of 2" HMAC.
- 10.4 All excavated earth in excess of that required for back filling shall be removed from the job site and disposed of, at contractor's expense, in a satisfactory manner except in locations where, in the judgment of the City and property owner, it can be neatly spread over the adjacent area.

11. UNSATISFACTORY WORK

- 11.1 The city shall not pay for work that is deemed not meeting minimum specifications. The contractor will be given a reasonable opportunity to correct the deficiency. Failure of the contractor to correct the deficiency will be ground for non-compliance and termination of the contract and/or non payment.

12. MSDS SHEETS

- 12.1 MSDS Sheets must be provided with products where applicable

13. FINAL INSPECTION

- 13.1 Whenever the work provided for, and contemplated under, the contract has been satisfactorily completed and the final clean up performed, the representative authorized to accept same will make the "Final Inspection". Such inspection will be made within ten (10) days after written notification. After final inspection, if the work is found to be satisfactory, the contractor will be notified in writing of the acceptance of same. No time charge will be made against the contractor between said date of notification of the representative in charge and the date of final inspection of the work.

14. WORK ZONE MAINTENANCE

- 14.1 It shall be the sole responsibility of the contractor to maintain the work zones during all phases of construction. This will included any repair or maintenance work needed due to delays from weather, scheduling, etc.

15. WORKING HOURS

15.1 No street, lane, or alley closures will be allowed on weekends or holidays (listed below) and working times are 7:00 am to 5:00 pm (except on major thoroughfares) Monday through Friday. Except as herein written in specifications.

15.2 Holidays

15.2.1 New Years Day – January 1

15.2.2 Martin Luther King's Birthday – January 15

15.2.3 Memorial Day – Last Monday in May

15.2.4 Independence Day – July 4

15.2.5 Labor Day – First Monday in September

15.2.6 Thanksgiving – Fourth Thursday and Friday in November

15.2.7 Christmas – December 24th & 25th

16. WARRANTY

All work performed under this contract for the City of Grand Prairie shall be warranted for a period of two years. If within two years, after acceptance of work, any of the work is found to be defective or not in accordance with the contract documents, the contractor shall correct it promptly after receipt of written notice from the owner.

17. BID SUBMITTAL

Prices shall be filled in and extended where applicable. In the event of discrepancy between the unit price and the extended price, the unit price shall prevail.

18. AGREEMENT TERMS AND AWARD

The price agreement shall be for an initial period of one year with four, one year renewal options. The price agreement shall be awarded to vendor submitting the most responsible bids deemed to be in the best interest of the City. The City of Grand Prairie reserves the right to accept or reject any and all bids in whole or in part and waive any informality in the competitive bid process. Further, the city reserves the right to enter into any contract deemed to be in the best interest of the city. The purpose of the price agreement is to have a set price for each project involved in the pavement, repair and replacement program for the year, and for labor and materials in public works projects on behalf of the City of Grand Prairie. The parties agree to perform and work in a manner that will result in the maximum amount of repairs and work being performed, in a timely manner as determined by the City of Grand Prairie.

19. BID EVALUATION – BEST VALUE

The City of Grand Prairie shall award the bid to the bidder who provides goods or services at the best value for the City. In determining the "best value", the following criteria will be considered as amended in section 252.043 of the Texas Local Government Code:

19.1 Price - 40 points

The bidder with the lowest total cost receives the maximum score. The bidder with the next lowest total cost receives points based on dividing the next lowest total cost into the lowest total cost and multiplying that percentage by the available points. For example, assume 4,500 is the low offer, then that bidder would receive 40 points ($4500/4500=1.00 \times 40=40$). Assume 4,500 is the next low offer, then that bidder would receive 36 points ($4500/5000=0.9 \times 40=36$), etc.

19.2 Reputation - 30 points

Points will be the maximum percentage value given to the bidder with the greatest experience in similar settings and information provided by the bidder's references. The bidder's point value will be based on their measured score (1-10)

19.3 Past Relationship with the city of Grand Prairie or other Municipalities - 20 points
Points will be the maximum point value given to the bidder. The bidder's point value will be based upon their measured score. (1-10)

19.4 Safety Record - 10 points
Points will be the maximum point value given to the bidder. The bidder's point value will be based upon their measured score. (1-10)

20. REFERENCES

Bidder shall submit a minimum of six (6) references. References will be checked, be sure all information is up to date and correct. ***Giving out of date information could result in a poor response therefore reducing your best value score. Please provide references from individuals who use your service/product.***

21. INTER-LOCAL AGREEMENTS

Bidder shall state in the space provided on the bid sheet whether they will agree to other governmental entities entering into inter-local agreements on this price agreement at the same prices and conditions with the exception of deliveries being ordering agencies location as opposed to within the city limits of Grand Prairie.

22. ORDERS AND INVOICING

Orders will be placed by the Public Works Street Department. A Purchase Order Number is required for all purchases. All invoices must be clearly marked with Purchase Order Number in order to be processed. Separate invoices will be required for each individual order and shall be mailed to 1821 W. SH161, Grand Prairie, TX 75052. As a Municipal Government, the City of Grand Prairie is exempt from all sales and excise taxes. **DO NOT INCLUDE TAXES** in price bid. Tax Exemption Certificates will be issued to successful vendor(s) upon request.

23. ESTIMATED USAGE

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City. The Streets Manager shall designate the work to be performed at any time by contractor, with the estimate of the price of such work, and shall direct each contractor to perform tasks within the designated projects and streets. The Contractor acknowledges that there are other Contractors performing under a separate Price Agreement for other pavement needs within the same project.

24. USAGE REPORTS

Annual usage reports by item are highly desired. A bidder's capability to provide these reports will be considered in the evaluation of the lowest and best bid. Bidder shall state capability to provide these reports in the space provided on the bid sheet.

25. DELIVERY

Supplies shall be bid as FOB Destination and price bid must include delivery to the City of Grand Prairie Grand Prairie, Texas 75050.

26. INSURANCE AND DAMAGES

The awarded vendor shall provide and maintain in force, at no cost to the City, all necessary insurance coverage as required by law, for the life of the price agreement and any subsequent extensions. The awarded vendor shall indemnify and hold harmless the City against any and all loss, damage, and expense for any injury to persons or damage to property arising out of or in connection with the manufacturing, delivery, or use of this product.

27. PAYMENT

The services furnished in accordance with this specification will be paid for at the unit price bid within 30 days of receipt of good or invoice, whichever is later unless the on-line ordering option and/or procurement card payment option is utilized.

28. TERMINATION

Price agreement may be terminated by the City for poor or non-performance by vendor after a 30 day written notice to make improvements and requested improvements were not made. Price agreement may be terminated by either the vendor or the City at any time without cause with a written 30 day notice of intent to terminate.

29. PRICE RE-DETERMINATION

Price re-determination shall only be considered by the city 45 days prior to the anniversary date of initial contract award and subsequent renewals and shall be substantiated in writing (i.e. Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law; Federal/State unemployment taxes; F.I.C.A.; Insurance Coverage rates, etc.). The city of Grand Prairie reserves the right to reject any/all of the price re-determination as it deems to be in the best interest of the city.

30. PAYMENT AND MAINTENANCE BONDS

Each Contractor shall have in effect a Payment Bond and Performance Bond to cover the costs of all of the projects in which they are currently performing services. At a minimum, each Contractor shall have a Payment Bond and Performance Bond in the amount of \$500,000.00. IF the total cost of all of the public works in progress exceeds such amount of the Bonds, then the Contractor will be required to get additional Bonds so that all costs of all of the projects currently in progress will be covered. The Bonds will be worded such that they cover all of the public works that are covered by specific terms of this price agreement, whether each street or project is separately designed on such bond. The Streets Division of the City of Grand Prairie shall work with the Contractor to calculate the costs of all of the projects in progress at any time. If the total amount of costs for the work in progress is greater than the amounts of Performance and Payment Bonds in effect, the Contractor shall either increase amount of bonds or reduce the amount of work in progress at any time.

The Maintenance Bond will be in the cumulative amount of payments made to each individual Contractor, or there will be a separate Maintenance Bond for each public work, at the option of each Contractor, but such bond shall remain in effect for two years from the date of acceptance of each project.

31. CONTACTS

Information, questions or clarification concerning the intent of these specifications will be available from the Street Department, Leland Miller, 972-237-8529, or the city Purchasing Division, Ms. Angi Mize, 972-237-8262, amize@gptx.org, Monday - Friday, between 7:30 AM and 4:00 PM.

Pavement Resurfacing Service 11099

BIDDER REFERENCES

List three (3) references, other than city of Grand Prairie, who can verify your performance as a vendor, (this should not include buyers) Performance should include goods or services, similar to those in this bid, within the last twenty-four (24) months. References will be checked, be sure all information is up to date and correct. *Giving out of date information could result in a poor response therefore reducing your best value score.*

1. Company Name: City of Lewisville

Address: 1100 N. Kealy St. Suite C 75053

Contact Person: Ron Carson

Phone/Fax: 972-219-3511 / 972-219-3508

Email: rcarson@cityoflewisville.com

Description of work:

Stabilization & Asphalt Paving

2. Company Name: City of Arlington

Address:

Contact Person: Bill Bateman

Phone/Fax: 817-959-5935 /

Email:

Description of work:

Stabilization & Asphalt Paving

bill.bateman@arlingtontx.gov

3. Company Name: City of DeSoto

Address:

Contact Person: Clark Davis

Phone/Fax: 214-537-6998 /

cdavis@ci-desoto.tx.us

Email:

Description of work:

Stabilization & Asphalt Paving

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.****OFFICE USE ONLY**

Date Received

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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

Ned Tankersley

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

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

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

N/A
Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

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

☐ Yes ☒ No

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

4	<i>Red J. Jenkins</i> 8/22/11 Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

Company Represented Reynolds Asphalt & Constr. Co.



**CITY OF GRAND PRAIRIE
COOPERATIVE INTERLOCAL PURCHASING FORM**

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

Yes ☒

No ☐

If you, the Vendor checked yes, the following will apply: Government Entities utilizing Inter-Governmental Contracts with the City of Grand Prairie will be eligible, but not obligated, to purchase goods and services under this contract (s) awarded as a result of this bid. All purchases by Governmental Entities other than the City of Grand Prairie will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Grand Prairie will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their goods and services as needed.

**BY SIGNING BELOW, YOU SIGNIFY THAT YOU HAVE READ ABOVE COOPERATIVE
INTERLOCAL GUIDELINES AND AGREE TO THE TERMS AND CONDITIONS HEREIN.**

Bid Title: Pavement Resurfacing Service	Bid Number: 11099
Company Name and Address	Signature of Authorized Agent and Title
Reynolds Asphalt & Gravel Co.	Ned Tankersley
P.O. Box 370	Ned Tankersley
Euless, TX 76039	Vice President
Telephone No.: 817-267-3131	Date: 8/22/11

L: spec/forms
7/15/2011 MD

**MINORITY/HISTORICALLY UNDERUTILIZED BUSINESS
(HUB) QUESTIONNAIRE**

A Minority/HUB business is one in which at least 51% of the business is owned, operated, and actively controlled and managed by a minority or woman. Some exceptions are: 1) Sole Proprietorships are required to be 100% owned and controlled by a minority or woman and 2) each entity within a Joint Venture is required to be a HUB.

It is a goal of the City of Grand Prairie to provide equal opportunity for all businesses that want to supply goods and/or services to the City.

In an effort to promote bid opportunities to Minority/HUB vendors that are not on the distribution list for bids, the City searches the State of Texas Master Bid List for HUB vendors to include in the distribution of Notices for Bid. For information on becoming a HUB certified vendor with the State of TX, contact (512) 463-5872.

The City cannot give preference in a bid evaluation to a vendor on the basis of Minority/HUB status. However, we would appreciate it if you would take a moment to complete the following so that we may statistically track our progress:

1. Is company certified by the State of Texas as a HUB?

☐ Yes ☒ No

If yes, please state Certification Number:

2. Is company certified by NCTRCA as a Minority Business?

☐ Yes ☒ No

3. Is company certified by any other agency as a Minority Business?

☐ Yes ☒ No

If yes, what agency/agencies?

4. Is company a self designated Minority Business?

☐ Yes ☒ No

5. Which of the following groups qualifies your company as a Minority/HUB? (If Women is qualifier, include ethnicity also).

☐ Asian-Pacific Americans - which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust territories of the Pacific and the Northern Marinas; Subcontinent Asian Americans whose origins are from India,

Pakistan, Bangladesh, Sri Lanka, Bhutan or Nepal;

☐ Black Americans - which includes persons having origins in any of the Black racial groups of Africa;

☐ Hispanic Americans - which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, Spanish or Portuguese culture or origin, regardless of race;

☐ Native Americans - which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians; and

☐ Women - which includes all, American women of any ethnicity.

Company Responding: Reynolds Asphalt & Constr. Co.

THANK YOU!

PURCHASING DIVISION P.O. BOX 534045 GRAND PRAIRIE, TX 75053-4045 972/237-8269 FAX 972/237-8265

EXHIBIT B**PERFORMANCE BOND**

STATE OF TEXAS

COUNTY OF []

KNOW ALL MEN BY THESE PRESENTS:

That [] of the City of [], County of [], and State of [], as Principal, And [] authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the sum of (\$ []) Dollars as a proper measure of liquidated damages, for payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the [] day of [], 20[], to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and materials to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provision of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to terms of the contract, or to work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the [] day of [], 20[].

[]
PRINCIPAL

By: []

Title: []

Address: []

[]
SURETY

By: []

Title: []

Address: []

Name and address of the Resident Agent of Surety is: []

EXHIBIT C**PAYMENT BOND**

STATE OF TEXAS

COUNTY OF []

KNOW ALL MEN BY THESE PRESENTS:

That [] of the City of [], County of [], and State of [], as Principal, And [] authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Grand Prairie (Owner), in the sum of [] Dollars (\$[]) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the [] day of [], 20[], to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and materials to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provision of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to terms of the contract, or to work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument the [] day of [], 20[].

[]

PRINCIPAL

By: []

Title: []

Address: []

[]

SURETY

By: []

Title: []

Address: []

Name and address of the Resident Agent of Surety is: []

MAINTENANCE BOND

STATE OF TEXAS

COUNTY OF [REDACTED]

KNOW ALL MEN BY THESE PRESENTS:

That [REDACTED] of the City of [REDACTED], County of [REDACTED], and State of [REDACTED], as Principal, and [REDACTED] a corporation authorized under the laws of the State of Texas to act as surety on bonds for principals, do hereby acknowledge themselves to be held and firmly bound to pay unto the City of Grand Prairie (Owner), a municipal corporation of the State of Texas, its successors and assigns, at Grand Prairie, Dallas County, Texas, the sum of [REDACTED] Dollars (\$[REDACTED]), 100% of the total amount of the contract for the payment of which sum said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by the presents:

This obligation is conditioned, however, that:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the [REDACTED] day of [REDACTED], 2[REDACTED], to [REDACTED] which contract and the plans and specifications therein mentioned, adopted by the City of Grand Prairie, are filed with the City Secretary of said City and are hereby expressly incorporated herein by reference and made a part hereof as though the same were written and set out in full herein, and

WHEREAS, under the said plans, specifications and contracts, it is provided that the Contractor will maintain and keep in good repair the work therein contracted to be done and performed for a period of two (2) years from the date of acceptance thereof and perform all necessary work toward the repair of any defective condition growing out of or arising from the improper construction of the improvements contemplated by the said Contractor on account of any breaking of such improvements, caused by the said Contractor on constructing the same, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material, work or labor performed by said Contractor, and in case the said Contractor shall fail to repair, reconstruct or make said improvements it is agreed that the City may do said work in accordance with said contract and supply such materials and charge the same against the said Contractor and its surety on this obligation, and said Contractor and surety shall be subject to the damages in said contract for each day's failure on the part of said Contractor to comply with the terms and provisions of said Contract and this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Contractor shall perform its agreement to maintain said construction and keep same in repair for the maintenance period of two (2) years as herein and in said contract provided, then this obligation shall be null and void and have no further effect; otherwise, to remain in full force and effect;

It is further agreed that this obligation shall be a continuing one against the Principal and Surety and that successive recoveries may be had hereon for successive breaches of the conditions herein provided until the full amount of this bond shall have been exhausted, and it is further understood that the obligation to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or any matter affected from any cause during said time.

IN WITNESS WHEREOF, the said [REDACTED] as Contractor and Principal and the said [REDACTED], Attorney-in-Fact, and the said Attorney-in-Fact has hereunto set his hand this the [REDACTED] day of [REDACTED], 2[REDACTED].

[REDACTED]
PRINCIPAL

[REDACTED]
SURETY

By:

By:

Title:

Title:

Address:

Address:

Attorney-in-Fact

General Conditions of Bidding

1. **INSTRUCTIONS:** These instructions apply to all quotations and become a part of terms and conditions of any bid submitted.
2. **BEST INTEREST:** The City reserves the right to reject any or all responses and to waive formalities. The city also reserve the right to purchase through State awarded contracts or other intergovernmental agreements when it is in the best interest of the city.
3. **QUANTITY:** Bids must be submitted on units of quantity specified.
4. **MAKE-MODEL:** Items must be the best and latest model available of the type specified. Please quote as listed or equal. If item offered is other than as specified, bidder must indicate make, model and part number of product quoted. Complete catalog or brochure showing in detail the item offered must accompany the bid, if available.
5. **SPLIT AWARD:** The City of Grand Prairie reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.
6. **PRICING:** Price(s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in this document.
7. **F.O.B./DAMAGE:** Quotations shall be F.O.B. Delivered, Municipal Facility, Grand Prairie, Texas, and shall include all delivery and packaging costs. The City of Grand Prairie assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
8. **INVOICES:** Invoices must be submitted by the successful bidder in duplicate to the City of Grand Prairie, Accounting Department, P.O. Box 534045, Grand Prairie, Texas, 75053-4045.
9. **PAYMENT TERMS:** Payment terms are Net 30 unless otherwise specified by the City in this document.
10. **TAXES:** The City of Grand Prairie is exempt from Federal Manufacture's Excise, and State Sales taxes. TAX MUST NOT BE INCLUDED IN BID. Tax exemption certificates will be executed by the City and furnished upon request.
11. **SPECIFICATION-VARIANCES:** Any catalog, brand name, or manufacturer's reference in the Request for Quotation is descriptive and NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify that the article offered is equivalent to specifications.
12. **SPECIFICATION SAMPLES** The city of Grand Prairie reserves the right to request samples, at vendors' expense, after the bid opening. Samples may be returned if the vendor arranges for postage or pick-up. DO NOT PROVIDE SAMPLES UNLESS REQUESTED.
13. **QUESTIONS** may be directed to Bidsync.com. Answers will be posted on Bidsync.com.

14. **DELIVERY PROMISE-PENALTIES:** Quotations **MUST** show the number of calendar days required to place the materials in the possession of the City. **DO NOT** quote shipping dates. Consistent failure of a bidder to meet his delivery promises without valid reason may be cause for removal from the Bid List.

When delivery delay can be foreseen, the bidder shall give prior notice to the Purchasing Division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Division to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
15. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
16. **DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.
17. **PATENT RIGHTS:** The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
18. **EVALUATION:** Response to specification is primary in determining the lowest responsible bid.
19. **FUNDING:** The City of Grand Prairie is a home-rule municipal corporation operated and funded on an Oct. 1 to Sept. 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
20. **ASSIGNMENT:** Successful bidder shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of the Purchasing Division.
21. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities who have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City of Grand Prairie. The City of Grand Prairie has executed Interlocal Agreements, as permitted under Chapter 791 et seq, of the Texas Government Code, with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful offerer may be asked to provide products/services, based upon bid price, to any other participant in the Forum.
22. **AUDIT:** The City of Grand Prairie reserves the right to audit the records and performance of successful bidder during the term of the contract and for three years thereafter.
23. **PROTESTS:** All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Manager within five (5) working days following opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary. All staff recommendations will be made available for public review prior to consideration by the City Council.
24. **NO BID:** If bidder does not wish to submit a bid at this time but wishes to remain on the bid list for this product/service, please submit a "NO BID" by the same time and at same location as stated for bidding. If a response is not received in the form of a "BID" or "NO BID" for three (3)

consecutive IFB's, a bidder shall be removed from bid list. If however, you choose to "NO BID" this product and/or service and wish to remain on bid list for other commodities and/or services, please state the particular product and/or service under which you wish to be classified. The City of Grand Prairie is very conscious and extremely appreciative of the time and effort you must have expended to submit a bid. We would appreciate you indicating on your "NO BID" response any requirements of this bid request which may have influenced your decision to "NO BID".

25. **WITHDRAWAL OF BIDS:** A bid may not be withdrawn or cancelled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.
26. **PRESENTATION OF BIDS:** No oral, telegraphic, telephonic, or facsimile bids will be considered. Bids shall be received via Bid Sync or delivered to 318 W. Main Street, Grand Prairie, TX 75050, or mailed to P.O. Box 534045, Grand Prairie, TX 75053-4045.
27. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Grand Prairie.
28. **ADDENDA:** Any interpretations, corrections, or changes to this Invitation for Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Grand Prairie Purchasing Manager. Addenda will be issued via Bid Sync.
29. **MINIMUM STANDARDS FOR PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - A. have adequate financial resources, or the ability to obtain such resources as required;
 - B. be able to comply with the required or proposed delivery schedule;
 - C. have a satisfactory record of performance;
 - D. have a satisfactory record of integrity and ethics;
 - E. be otherwise qualified and eligible to receive an award of a contract. The City of Grand Prairie may request representation and other information sufficient to determine bidder's ability to meet those minimum standards listed above.
30. **BIDDER SHALL PROVIDE** with this bid response, all documentation required. Failure to provide this information may result in rejection of bid.
31. **SUCCESSFUL BIDDER SHALL** defend, indemnify and save harmless the City of Grand Prairie and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offerer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with costs which may be obtained against the City of Grand Prairie and participating entities growing out of such injury or damages.
32. **TERMINATION** The City reserves the right to terminate without advance notice for non or poor performance by vendor. Price agreements may be terminated by either the vendor or the City at any time without cause with a written 30-day notice of intent to terminate.
33. **LIQUIDATED DAMAGES:** If the CONTRACTOR fails to complete the contract in the

number of calendar days bid or the calendar date specified in the proposal, a time charge may be made for each calendar day thereafter.

The time set forth in the proposal for the completion of the work is an essential element of the contract. For each calendar day under the conditions described in the preceding paragraph that any work shall remain incomplete after the expiration of the calendar days allowed, an amount per day may be deducted from the money due or to become due the CONTRACTOR, not as a penalty, but as liquidated damages and added expense for the city of Grand Prairie.

34. **TESTING:** Testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.
35. **REMEDIES:** The successful bidder and City of Grand Prairie agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
36. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas.
37. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
38. **NO PROHIBITED INTEREST:** If the bid exceeds \$5,000, bidder acknowledges and represents they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states in part that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service...."
39. **LOCAL GOVERNMENT CODE** Chapter 271.905 provides that in certain circumstances the city may purchase from "...the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities..."
40. **PRICE REDETERMINATION:** A price redetermination may be considered by the city of Grand Prairie only at the anniversary date of the contract and must be substantiated in writing. Requests for price redetermination must be received by the City at least 45 days prior to the anniversary date of the price agreement to be considered. The city of Grand Prairie reserves the right to reject any/all price redetermination requests as it deems to be in the best interest of the City.

INSURANCE and INDEMNITY

Insurance

The bidder, acting as an independent contractor, must provide the following insurance, which must be kept in force during the term of the contract. Performance under the contract will not start until this obligation has been met.

<u>TYPE</u>	<u>AMOUNT</u>
1. Workers' Compensation	Statutory
2. Employer's Liability	\$1,000,000
3. Comprehensive General Liability Premises Operations Products Operations Hazard Contractual Insurance	\$1,000,000 (Combined Single Limit)
4. Comprehensive Automobile Liability	\$1,000,000 (Combined Single Limit)

The successful contractor must provide insurance certificates satisfactory to the city of Grand Prairie within ten (10) working days after notification of award. Generally with a carrier authorized to do business in Texas and rated "A" or better in the current Best Key Rating Guide. Failure to supply such insurance shall be a breach of the contract. All policies shall be of the "occurrence type" and the city of Grand Prairie shall be listed as an additional insured (to the extent Contractor/City are indemnified pursuant to the indemnity provisions herein) on all certificates of insurance. Additional Insured Clauses does not apply to Workers' Compensation and Employer's Liability. A waiver of Subrogation Clause, naming the city of Grand Prairie "shall be included" on all types of coverages.

Thirty (30) days prior written notice to the city of cancellation or material change endorsement shall be attached to all policies.

Insurance certificate to be submitted to: Purchasing Division, P.O. Box 534045, Grand Prairie, Texas 75053-4045. Bid number shall be included on certificate.

Indemnity

The successful contractor shall defend, indemnify and save harmless the city of Grand Prairie and all its officers, agents and employees who are participating in this contract from all suits, actions, or other claims of any character, name and description brought for or on account of any negligent act or fault of the contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the city of Grand Prairie and participating entities growing out of such injury or damages.

DRUG-FREE JOBSITE ON CITY CONSTRUCTION PROJECTS.

- I. In the interest of job safety and to protect the general public, other contractors and the CITY's employees from the consequences of accidents that are caused by worker abuse of controlled substances on City construction projects, the bidder certifies by submission of its bid that it will make a good faith effort to maintain a drug-free jobsite, and also certifies that to further this objective it will:
- (a) Establish a controlled substance abuse program that will test for controlled substance use by:
 - (1) Employees utilized by the bidder on this project, as listed in the Prevailing Wage Rate for Municipal Construction, if performance by a person impaired by the effects of a controlled substance, would or could: (i) pose a serious risk of death or personal injury to the employee, fellow employees or other persons in the vicinity; or (ii) compromise the quality of construction in such manner as would impose a significant public safety risk in the use or operation of the City improvement in question;
 - (2) Employees when there is a reasonable suspicion that an employee is using a controlled substance on the jobsite, or off the jobsite in a manner that affects jobsite performance;
 - (3) Employees as part of a voluntary drug testing program; or
 - (4) Employees as part of or as a follow-up to counseling for or rehabilitation from abuse of a controlled substance;
 - (b) Establish a program that will test an employee utilized by the bidder on this project on any position listed in the Prevailing Wage Rate when there is a reasonable suspicion that the employee is impaired by the effects of alcohol on the jobsite;
 - (c) Publish a statement notifying employees that the unlawful manufacture, distribution, selling, dispensing, possession or use of a controlled substance is prohibited on the jobsite and specifying the actions that will be taken against employees for violations of such prohibitions;
 - (d) Establish a drug-free awareness program to inform employees about the dangers of drug abuse on the jobsite, about the bidder's policy regarding a drug-free jobsite, about available counseling and rehabilitation programs, and about the penalties that may be imposed upon employees for drug abuse violations occurring on the jobsite; and
 - (e) Provide a copy of the statement required by subsection (c) to all employees of the bidder who will be involved in performance of the Contract.
- II. Employees who test positive for controlled substance use in one of the tests conducted pursuant to paragraph I.(a), or who are impaired by the effects of alcohol on the jobsite pursuant to paragraph I. (b), shall be considered unfit for purposes of Item 1.31 of the Standard Specifications for Public Works Construction, First Edition 1983, as amended.

- III. For purposes of Section I above, the term "controlled substance" means a drug, substance or immediate precursor listed in Schedules I through V of Subchapter A of the Texas Controlled Substances Act, Tex. Rev. Civ. Stat. Ann. Articles 481.032 – 481.036. These substances include, but are not limited to, marijuana, heroin, LSD, concentrated cannabis or cannabinoids, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidene (PCP, Angel Dust), opium, opiates, methodone, cocaine, qualudes, amphetamines, "exotic/designer" drugs, benzodiazepines, seconal, codeine, barbiturates, phenobarbital, or valium.
- IV. The bidder shall be solely responsible for the maintenance and administration of the program required in Section I above. Nothing in these provisions shall be construed on the CITY's part as authorizing, permitting or requiring the bidder to engage in conduct that is in violation of the United States or Texas constitutions, that is otherwise illegal or that otherwise constitutes an unreasonable or unlawful invasion of privacy under Texas or Federal law.

Question and Answers for Bid #11099 - Pavement Resurfacing Service

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/9/2011

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

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

PRODUCER The Sweeney Company 1121 E. Loop 820 South P. O. Box 8720 Fort Worth TX 76124-0720	CONTACT NAME: PHONE (A/C, No, Ext): (817) 457-6700 FAX (A/C, No): (817) 457-7246 E-MAIL ADDRESS: PRODUCER CUSTOMER ID#:
INSURED Reynolds Asphalt and Construction Company P. O. Box 370 Euless TX 76039	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Ins Co (CNA) INSURER B: Starr Ind (Cas Mkt) INSURER C: Valley Forge Ins Co (CNA) INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: **GENERAL 11-12** REVISION NUMBER:

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

INSR TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR			INS 4028760229	5/8/2011	5/8/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ CONTRACTUAL, XCU						
	☒ CROSS LIAB, BFPD						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☒ PRO-JECT ☐ LOC						
A	AUTOMOBILE LIABILITY						
	☒ ANY AUTO						
	☐ ALL OWNED AUTOS			BUA 4028760232	5/8/2011	5/8/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ PIP-Basic \$
	☐ SCHEDULED AUTOS						
	☐ HIRED AUTOS						
	☐ NON-OWNED AUTOS						
B	UMBRELLA LIAB						
	☒ EXCESS LIAB						
	☐ CLAIMS-MADE						
	DEDUCTIBLE						
	☒ RETENTION \$ 0			SISCCCL01424611	5/8/2011	5/8/2012	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						
	If yes, describe under DESCRIPTION OF OPERATIONS below			WC 4028760215	5/8/2011	5/8/2012	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

ANNUAL AGREEMENT. CERT HOLDER NAMED ADLN INSURED EXCEPT ON WORKERS COMP WITH WAIVER OF SUBROGATION ON ALL POLICIES AS REQUIRED BY WRITTEN CONTRACT. 30 DAY CANC NOTICE AMENDED TO 10 DAY FOR NON-PAY OF PREMIUM.

CERTIFICATE HOLDER

CITY OF GRAND PRAIRIE
P O BOX 534045
GRAND PRAIRIE, TX 75053-4045

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Charles Sweeney / JOYCE

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING PURCHASE ORDERS IN THE AMOUNT NOT TO EXCEED TWO HUNDRED EIGHTY TWO THOUSAND DOLLARS (\$282,000.00) TO REYNOLDS ASPHALT AND CONSTRUCTION COMPANY, INCORPORATED FOR ASPHALT ROADWAY IMPROVEMENT PROJECTS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's Capital Improvement Plan includes asphalt roadway improvements; and

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

WHEREAS, the City Council of the City of Sachse, Texas has approved the Master Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie for the purchase of necessary equipment, goods and services (Resolution No. 3381); and

WHEREAS, the City of Sachse desires to utilize contract pricing from the City of Grand Prairie Bid 11099 for Pavement Resurfacing Services with Reynolds Asphalt and Construction Company for asphalt roadway improvements; and

WHEREAS, Purchase Orders need to be authorized by the City Council for said asphalt roadway improvements and the City Manager should be authorized to execute said Purchase Orders not to exceed \$282,000.00 as the total aggregate of all Purchase Orders to be executed.

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

Section 1: That the City Council hereby approves Purchase Orders for asphalt roadway improvements and authorizes the City Manager to execute said Purchase Orders not to exceed two hundred eighty-two thousand dollars (\$282,000.00) as the total aggregate of all Purchase Orders to be executed.

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

RESOLVED this 19th day of January, 2015. CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary



Legislation Details (With Text)

File #: 15-2654 **Version:** 1 **Name:** Accept City Manager resignation
Type: Agenda Item **Status:** Agenda Ready
File created: 1/15/2015 **In control:** City Council
On agenda: 1/19/2015 **Final action:**
Title: Consider acceptance of the resignation of City Manager William K. George effective February 8, 2015.

Executive Summary
Billy George has resigned his position of City Manager effective February 8, 2015.

Sponsors:

Indexes:

Code sections:

Attachments: [William K. George resignation letter.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider acceptance of the resignation of City Manager William K. George effective February 8, 2015.

Executive Summary

Billy George has resigned his position of City Manager effective February 8, 2015.

Background

Billy George has been city manager in Sachse since October 3, 2011. Please see attached resignation letter. Staff is planning events for an appropriate send off for Mr. George.

Policy Considerations

Mr. George has resigned per the terms of his contract: 30 days written notice to Mayor Felix.

Budgetary Considerations

None.

Staff Recommendations

Consider acceptance of the resignation of City Manager William K. George effective February 8, 2015, as a Consent Agenda Item.

William K. George
7612 Forest Ridge Trail
Sachse, Texas 75048
January 9, 2015

Mike Felix, Mayor
3815 Sachse Road
Sachse, Texas 75048

Mayor Felix:

It is with a heavy heart that I am submitting this letter of resignation. My last day of employment with the City of Sachse will be February 8, 2015.

It has been a pleasure and an honor to serve the citizens of Sachse since 2008. When I arrived, there was no President George Bush Turnpike through Sachse, no Sachse Municipal Complex, and limited municipal government transparency. Sachse is very different today. These years have brought with them positive change and there is more to come.

The city is on a path to becoming a model city for other cities to emulate. Your dedicated staff has been pursuing excellence in almost every corner of the organization and this pursuit is evident through the numerous awards and special recognitions the city has received in recent years.

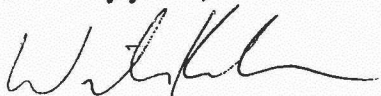
I will miss these exceptionally hard working and talented public servants very much. In spite of the many challenges we have faced together ranging from navigating the Great Recession to framing the challenges of a fast-growing city, we have been able to pull together with the City Council and make Sachse a better place.

My passion is for public service. I am resigning from the City of Sachse to serve the public on a larger scale at the North Texas Municipal Water District.

I cannot understate what an honor and privilege it has been to be part of the Sachse team.

Thank you.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'W. K. George', written in a cursive style.

William K. George, P.E.



Legislation Details (With Text)

File #: 15-2655 **Version:** 1 **Name:** Life Saving Awards
Type: Agenda Item **Status:** Agenda Ready
File created: 1/16/2015 **In control:** City Council
On agenda: 1/19/2015 **Final action:**
Title: Presentation of Life Saving Awards for Firefighters involved in a CPR save.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Title

Presentation of Life Saving Awards for Firefighters involved in a CPR save.

Executive Summary

On November 20th, 2014 firefighters from Sachse Fire Rescue responded to a call for an unconscious female. The crew delivered outstanding patient care. The patient responded well to treatment and experienced a return of spontaneous heart beat and respiration. The patient was alert and responsive a short time after arriving at the hospital. The crew demonstrating quick action and outstanding patient care saving the woman's life.

Background

CPR saves constitute less than 20 percent of total out of hospital cardiac and respiratory arrests.

Policy Considerations

N/A

Budgetary Considerations

N/A

Staff Recommendations

N/A



Legislation Details (With Text)

File #:	15-2643	Version:	1	Name:	Walgreens (Candice Bull) Proclamation
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	1/9/2015	In control:		In control:	City Council
On agenda:	1/19/2015	Final action:		Final action:	
Title:	Present Proclamation recognizing Walgreens community programs.				
	Executive Summary				
	Walgreens has many community programs that have benefited our City and residents. The Mayor has issued a Proclamation recognizing this service.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Proclamation. Candice.Bull.pdf				

Date	Ver.	Action By	Action	Result
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Title

Present Proclamation recognizing Walgreens community programs.

Executive Summary

Walgreens has many community programs that have benefited our City and residents. The Mayor has issued a Proclamation recognizing this service.

Background

Recognize Walgreens community programs and their store manager Candice Bull. Councilman Adams has requested this agenda item.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Present Proclamation recognizing Walgreens community programs.

PROCLAMATION

WHEREAS, Ms. Candice Bull is the Store Manager of the Sachse Walgreens and the leader of a great team of community oriented employees; and

WHEREAS, Candice has coordinated many events to benefit our community including raising donations for: Animal shelter, FEED Sachse, Homeless people, Goodie bags at 2 local nursing facilities, local Eagle Scout projects and local families suffering traumatic events in their lives; and

WHEREAS, Candice Bull has also hosted many events to benefit our city including: Coordinated with Sachse Police Department Child I.D. program, Car wash fundraisers, Bake sale, Toy drive, and Water for the Sachse High School Turkey Trot; and

WHEREAS, Ms. Bull and her Walgreens 9909 employees have clearly demonstrated what it means to be an involved and responsible corporate citizen thru their many community projects that have benefited so many people.

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

January 19, 2015 as Candice Bull/Walgreens 9909 Day in Sachse

in recognition of the high standard Candice Bull has set for volunteerism and the numerous significant contributions that she has made to our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 19th day of January, 2015.



Mike J. Felix
Mayor



Legislation Details (With Text)

File #: 15-2644 **Version:** 1 **Name:** Employee Recognition 1st Quarter 2014-2015
Employee Recognition 4th Quarter 2013
Type: Agenda Item **Status:** Agenda Ready
File created: 1/12/2015 **In control:** City Council
On agenda: 1/19/2015 **Final action:**
Title: Recognize employees for their service to the City of Sachse.

Executive Summary
Each quarter the City Council recognizes employee milestones.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Recognize employees for their service to the City of Sachse.

Executive Summary

Each quarter the City Council recognizes employee milestones.

Background

Employee of the Quarter

John Morris is our Employee of the Quarter for December 2014. A dedicated Fire Rescue Specialist, John currently demonstrates outstanding performance and leadership while performing in an interim position. Under John's leadership, his crew has recently been involved in a successful life-saving EMS call and also contained a major fuel tanker fire. John is a silent leader in the department and has a bright future with the City of Sachse. John is highly respected by his peers and has caught the attention of leadership within the department.

Policy Considerations

None

Budgetary Considerations

None

Staff Recommendations

Staff recommends that the presentations be made by Mayor Felix.



Legislation Details (With Text)

File #:	15-2641	Version:	1	Name:	CD – WB Gate PP CC
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	1/9/2015	In control:		In control:	City Council
On agenda:	1/19/2015	Final action:		Final action:	

Title: Consider the application of Woodbridge Properties, LLC for approval of a Preliminary Plat for Woodbridge Gate Addition, being a 10.1098-acre tract consisting of five (5) individual lots. The subject property is located on the southwest corner of Woodbridge Parkway and State Highway 78.

Executive Summary

The applicant is requesting approval of a Preliminary Plat for a 10.1098-acre tract. The property will consist of five (5) individual lots.

Sponsors:

Indexes:

Code sections:

Attachments: [CD -Woodbridge Gate PP - Presentation CC.pdf](#)
[CD -Woodbridge Gate PP - Attachment 1.pdf](#)
[CD -Woodbridge Gate PP - Attachment 2.pdf](#)
[CD -Woodbridge Gate PP - Attachment 3.pdf](#)

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

Title

Consider the application of Woodbridge Properties, LLC for approval of a Preliminary Plat for Woodbridge Gate Addition, being a 10.1098-acre tract consisting of five (5) individual lots. The subject property is located on the southwest corner of Woodbridge Parkway and State Highway 78.

Executive Summary

The applicant is requesting approval of a Preliminary Plat for a 10.1098-acre tract. The property will consist of five (5) individual lots.

Background

The 10.1098-acre (approximately 440,383 square feet) subject property is located on the southwest corner of Woodbridge Parkway and State Highway 78. (See Attachment 1 - Aerial Location Map). The subject property retains a current zoning designation of Planned Development (PD-10) for General Commercial Uses (Ord. No. 11443 approved February 17, 1997). (See Attachment 2 for Zoning Identification Map).

Policy Considerations

The applicant is proposing to plat the subject property into five (5) individual lots. (See Attachment 3 - Preliminary Plat)

Staff has determined that the proposed Preliminary Plat meets the standards of the City of Sachse Code of Ordinances and is designed in accordance with the zoning of the property. The Preliminary Plat and its supporting documents have been reviewed by the City Engineer and have been found to be in compliance with the City of Sachse Code of Ordinances.

Budgetary Considerations
None.

Staff Recommendations

Staff recommends approval of a Preliminary Plat for Woodbridge Gate Addition, being a 10.1098-acre tract consisting of five (5) individual lots. The subject property is located on the southwest corner of Woodbridge Parkway and State Highway 78.



CITY COUNCIL

JANUARY 19, 2015

REQUEST

Consider the application of Woodbridge Properties, LLC for a Preliminary Plat for Woodbridge Gate Addition, Lots 1 - 5, Block A, being a total of 10.1098 acres.



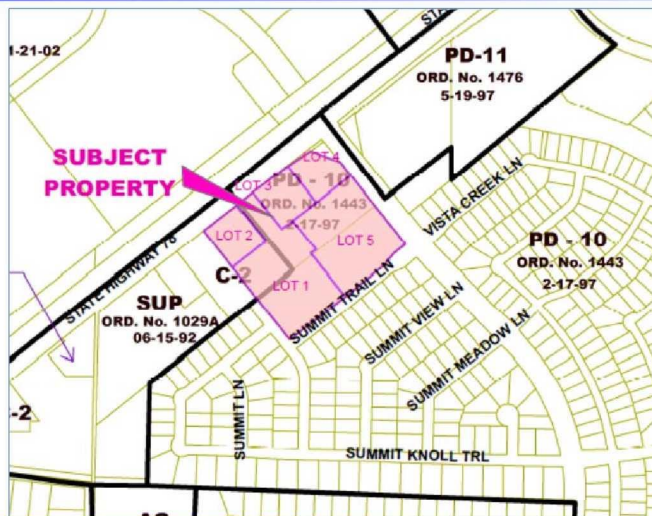
BACKGROUND

AERIAL LOCATION MAP



BACKGROUND

ZONING MAP



BACKGROUND

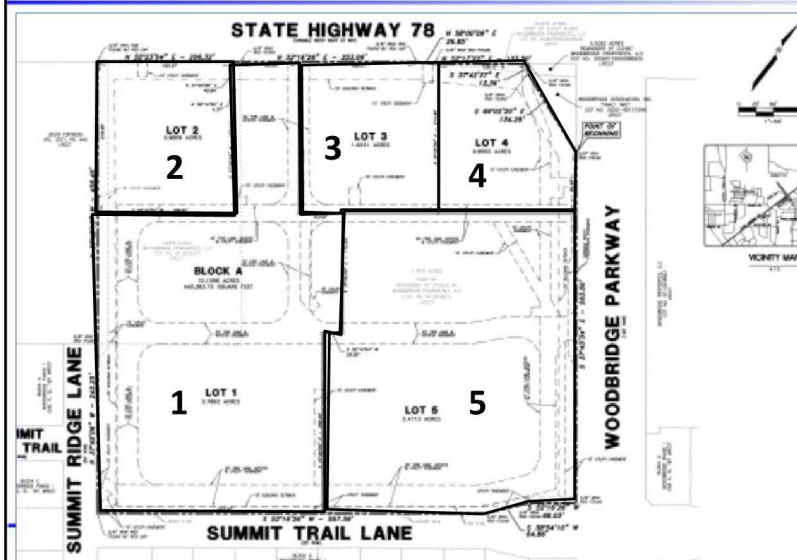
SITE INFORMATION

- ❑ Site Area: 10.1098 acres
- ❑ Five individual lots
- ❑ Proposed Use: Retail/Restaurant/Commercial
- ❑ Existing Zoning: PD-10
 - Lot 1: LA Fitness Center



BACKGROUND

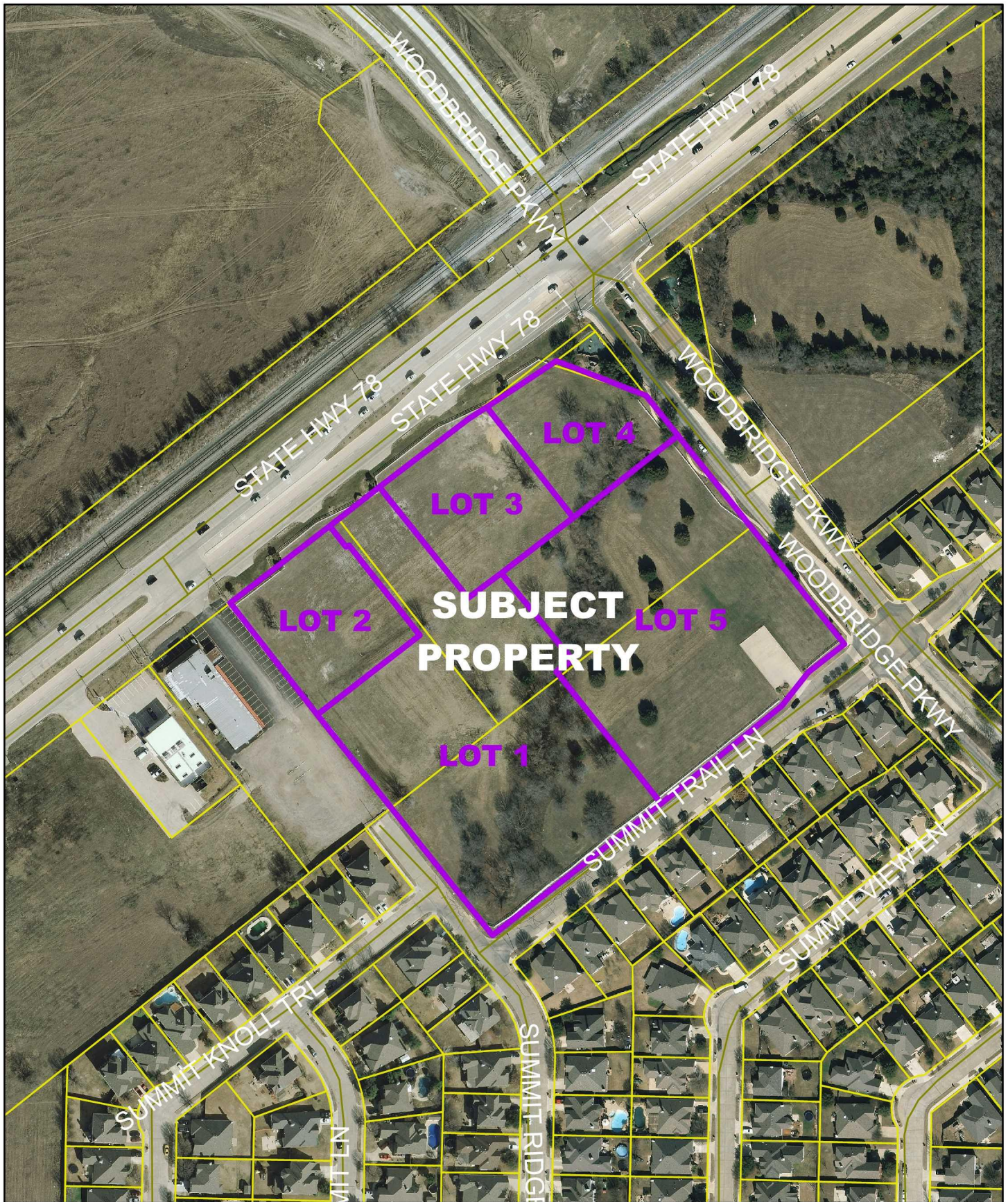
PRELIMINARY PLAT



STAFF RECOMMENDATION

- ☐ Staff recommends approval of the Preliminary Plat as presented.





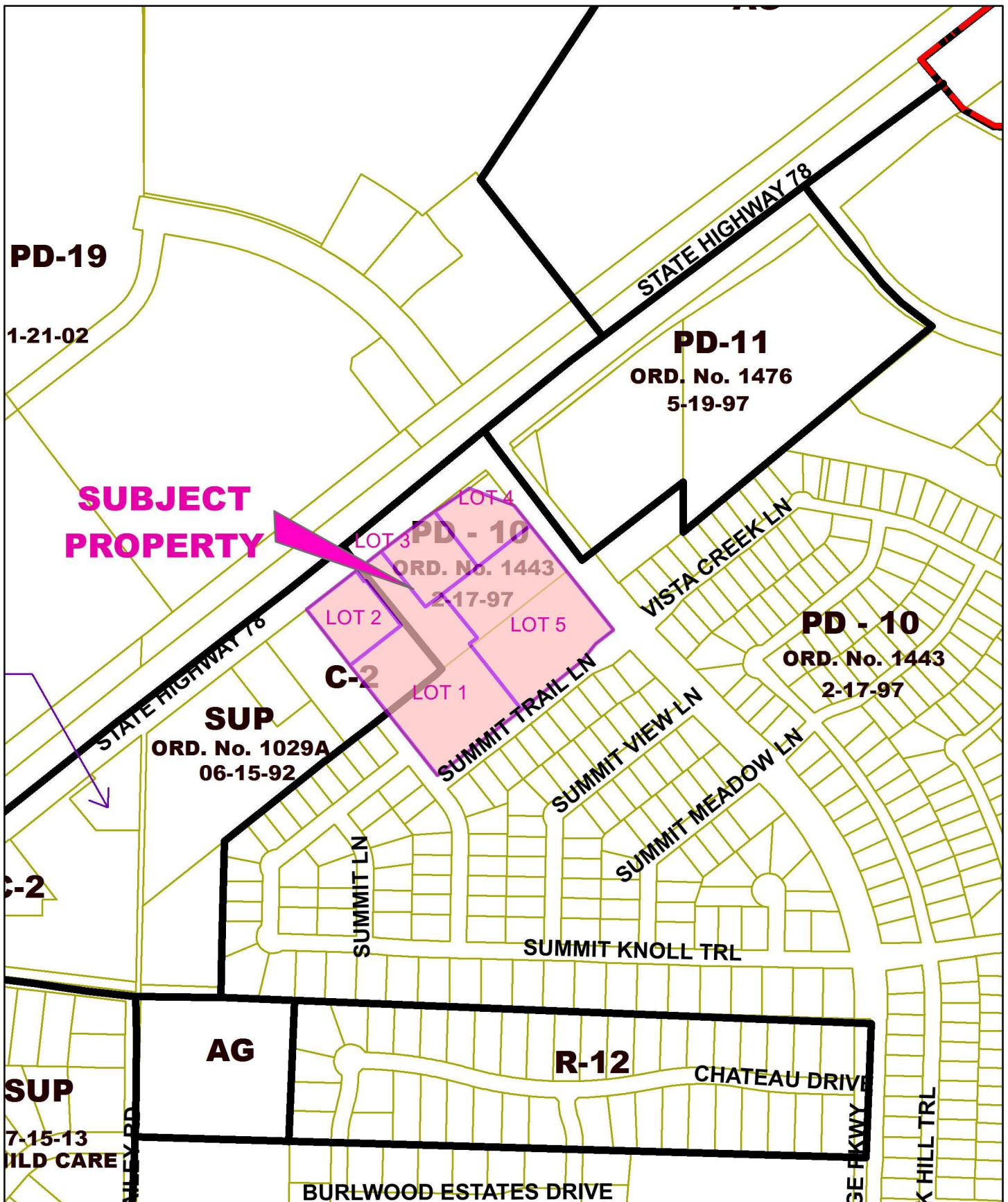
0 150 300
Feet

AERIAL LOCATION MAP

WOODBIDGE GATE ADDITION

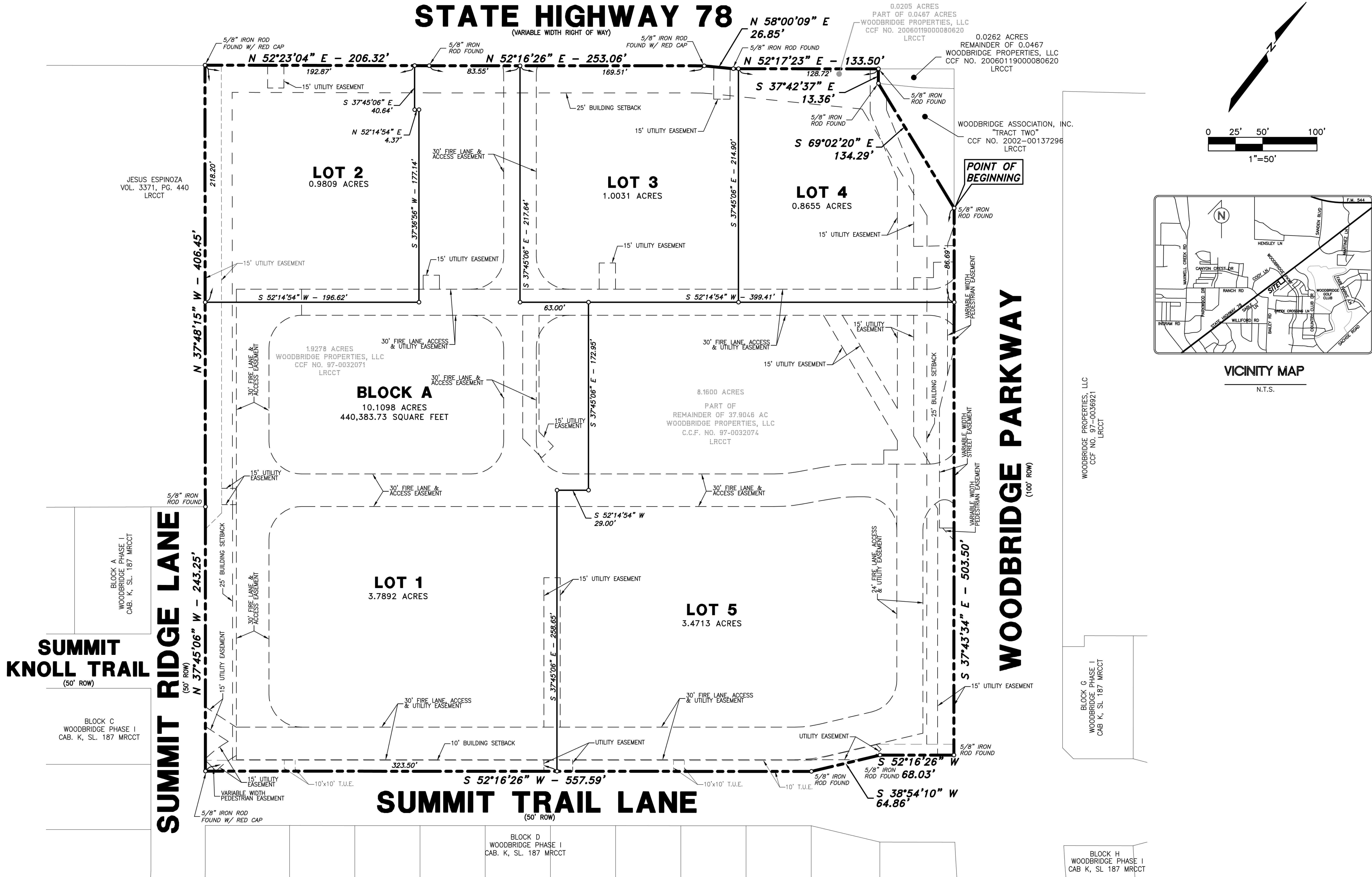
FILE: P14-15

Map Created: December 17, 2014



STATE HIGHWAY 78

(VARIABLE WIDTH RIGHT OF WAY)



OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF COLLIN

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE RICHARD NEWMAN SURVEY, ABSTRACT NO. 660 AND BEING PART OF THE 37.9046 ACRE TRACT OF LAND DESCRIBED IN DEED TO WOODBRIDGE PROPERTIES, LLC, AS RECORDED UNDER COLLIN COUNTY CLERK FILE NO. 97-0032074 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN COMPOSITE AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD FOUND IN THE SOUTHWEST RIGHT-OF-WAY LINE OF WOODBRIDGE PARKWAY (100 FOOT RIGHT OF WAY) AS RECORDED IN CABINET K, SLIDE 187 OF THE MAP RECORDS OF COLLIN COUNTY, TEXAS AT THE SOUTHEAST CORNER OF A CALLED 0.0871 ACRE TRACT OF LAND DESCRIBED AS "TRACT TWO" IN SPECIAL WARRANTY DEED TO WOODBRIDGE ASSOCIATION, INC., AS RECORDED IN VOLUME 5260 AT PAGE 4030 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 37° 43' 34" EAST AND FOLLOWING ALONG THE SOUTHWEST RIGHT-OF-WAY OF SAID WOODBRIDGE PARKWAY, FOR A DISTANCE OF 503.50 FEET TO A 5/8 IRON ROD FOUND FOR CORNER AT THE INTERSECTION OF THE SOUTHWEST RIGHT-OF-WAY OF SAID WOODBRIDGE PARKWAY AND THE NORTHWEST RIGHT-OF-WAY LINE OF SUMMIT TRAIL LANE (A VARIABLE WIDTH RIGHT-OF-WAY) AS RECORDED IN CABINET K, SLIDE 187, OF THE MAP RECORDS OF COLLIN COUNTY, TEXAS;

THENCE DEPARTING THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID WOODBRIDGE PARKWAY, AND FOLLOWING ALONG THE NORTH LINE OF WOODBRIDGE PHASE I, AND THE NORTHWEST RIGHT-OF-WAY LINE OF SAID SUMMIT TRAIL LANE, THE FOLLOWING COURSES AND DISTANCES NUMBERED (1) THROUGH (3):

- (1) SOUTH 52° 16' 26" WEST, FOR A DISTANCE OF 68.03 FEET TO A 5/8 IRON ROD FOUND FOR CORNER;
- (2) SOUTH 38° 54' 10" WEST, FOR A DISTANCE OF 64.86 FEET TO A 5/8 IRON ROD FOUND FOR CORNER;
- (3) SOUTH 52° 16' 26" WEST, FOR A DISTANCE OF 557.59 FEET TO A 5/8 IRON ROD WITH RED CAP FOUND FOR CORNER AT THE INTERSECTION OF THE NORTHWEST RIGHT-OF-WAY LINE OF SAID SUMMIT TRAIL LANE WITH THE NORTHEAST RIGHT-OF-WAY LINE OF SUMMIT RIDGE LANE (50 FOOT RIGHT-OF-WAY);

THENCE NORTH 37° 43' 06" WEST AND DEPARTING THE NORTHWEST RIGHT-OF-WAY LINE OF SAID SUMMIT TRAIL LANE AND THE NORTH LINE OF WOODBRIDGE PHASE I AND CONTINUING ALONG AN NORTH LINE OF SAID WOODBRIDGE PHASE I, AND THE NORTHEAST RIGHT-OF-WAY LINE OF SAID SUMMIT RIDGE LANE, FOR A DISTANCE OF 243.25 FEET TO A 5/8 IRON ROD FOUND FOR CORNER;

THENCE NORTH 37° 48' 15" WEST AND DEPARTING SAID WOODBRIDGE PHASE I, AND FOLLOWING ALONG THE EAST LINE OF A 1.438 ACRE TRACT OF LAND DESCRIBED IN A DEED TO JESUS ESPINOSA AS RECORDED IN VOLUME 3371, PAGE 440, OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS, AND FOLLOWING ALONG THE WEST LINE OF THE CALLED 1.9278 ACRE TRACT OF WOODBRIDGE PROPERTIES, LLC, AS RECORDED IN COLLIN COUNTY CLERKS FILE NO. 97-0032071, OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS, FOR A DISTANCE OF 406.45 FEET TO A 5/8 IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID SUMMIT TRAIL LANE, FOR A DISTANCE OF 243.25 FEET TO A 5/8 IRON ROD FOUND FOR CORNER;

THENCE NORTH 52° 23' 04" EAST AND FOLLOWING THE SOUTHEAST RIGHT-OF-WAY LINE OF AFORESAID STATE HIGHWAY NO. 78 AND ALONG THE NORTH LINE OF THE SAID 1.9278 ACRE WOODBRIDGE PROPERTIES, LLC TRACT, A DISTANCE OF 206.32 FEET TO A 5/8 IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 1.9278 ACRE TRACT;

THENCE NORTH 52° 16' 26" EAST AND CONTINUING ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 78 AND THE NORTH LINE OF THE AFORESAID 37.9046 ACRE TRACT DESCRIBED IN DEED TO WOODBRIDGE PROPERTIES, LLC, FOR A DISTANCE OF 253.06 FEET TO A 5/8 IRON ROD WITH RED CAP FOUND FOR CORNER;

THENCE NORTH 58° 00' 09" EAST AND CONTINUING ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 78 AND THE NORTH LINE OF THE AFORESAID 37.9046 ACRE TRACT DESCRIBED IN DEED TO WOODBRIDGE PROPERTIES, LLC, FOR A DISTANCE OF 26.85 FEET TO A 5/8 IRON ROD FOUND FOR THE MOST WESTERLY CORNER OF THE AFORESAID 0.0467 ACRE TRACT OF LAND CONVEYED TO WOODBRIDGE PROPERTIES, LLC AS RECORDED UNDER COLLIN COUNTY CLERKS FILE NO. 20060119000080620 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS;

THENCE NORTH 52° 17' 23" EAST AND FOLLOWING ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 78 AND THE NORTH LINE OF SAID 0.0467 ACRE TRACT FOR A DISTANCE OF 133.50 FEET TO A 5/8" IRON ROD FOUND FOR CORNER;

THENCE SOUTH 37° 42' 37" EAST AND DEPARTING THE SOUTHEAST RIGHT OF WAY LINE OF SAID STATE HIGHWAY NO. 78 FOR A DISTANCE OF 13.36 FEET TO A 5/8" IRON ROD FOUND FOR THE MOST WESTERLY CORNER OF THE AFORESAID TRACT OF LAND DESCRIBED AS "TRACT TWO" IN SPECIAL WARRANTY DEED TO WOODBRIDGE ASSOCIATION, INC., AS RECORDED IN VOLUME 5260 AT PAGE 4030 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS;

THENCE SOUTH 69° 02' 20" EAST AND FOLLOWING ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED AS "TRACT TWO" AND CONVEYED TO WOODBRIDGE ASSOCIATION, INC. AS RECORDED IN COLLIN COUNTY CLERKS FILE NO. 2002-00137296 OF THE LAND RECORDS OF COLLIN COUNTY, TEXAS, FOR A DISTANCE OF 134.29 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.1098 ACRES OR 440,383.73 SQUARE FEET OF LAND, MORE OR LESS.

BEARING SYSTEM BASED UPON WOODBRIDGE GOLF CLUB, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET L, SLIDE 246 OF MAP RECORD OF COLLIN COUNTY, TEXAS AND VOLUME 99138, PAGE 84, OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That we, WOODBRIDGE PROPERTIES, LLC, do hereby bind themselves and their heirs, assignees and successors of title this plat, designating the hereinabove described property as "WOODBRIDGE GATE ADDITION", on addition to the City of Sachse, and do hereby dedicate to the public use forever any streets, alleys, and right-of-way easements shown thereon, and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easement strips, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Sachse, Texas.

Witness our hands at Sachse, Texas, this ____ day of _____, 20____.

Owner(s)

PRELIMINARY

STATE OF TEXAS

COUNTY OF _____

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, Owners, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purose and considerations therein expressed.

Given under my hand and seal of office, this ____ day of _____, 20____.

Notary Public in and for the State of Texas

PRELIMINARY PLAT
WOODBRIDGE GATE ADDITION
LOTS 1-5, BLOCK A

BEING 10.1098 ACRES OR 440,383.73 SQUARE FEET OUT OF THE
RICHARD NEWMAN SURVEY, ABSTRACT NO. 660
CITY OF SACHSE, COLLIN COUNTY, TEXAS

PRELIMINARY PLAT

Approved for preparation of final plat for the subdivision shown on this plat.

APPROVED BY: Planning and Zoning Commission
City of Sachse

Chairman, Planning and Zoning Commission

Date

ATTEST:

Signature

Date

Name & Title

APPROVED BY: City Council
City of Sachse

Mayor

Date

ATTEST:

City Secretary

Date

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS

That I, Lawrence A. Cates, do herby certify, that I prepared this plat from an actual on the ground survey of the land as described and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the City of Sachse Planning and Zoning Commission.

PRELIMINARY

Lawrence A. Cates, P.E., R.P.L.S.
Registered Professional Land Surveyor No. 3717

STATE OF TEXAS

COUNTY OF _____

Before me, the undersigned authority, Notary Public in and for said County & State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given upon my hand and seal of office this ____ day of _____, 20____.

Notary Public In And For The State Of Texas

ENGINEER

CATES-CLARK & ASSOCIATES, LLP
14800 QUORUM DRIVE
SUITE 200
DALLAS, TX 75254
PH: (972) 385-2272
CONTACT: DANIEL STEWART, P.E.

OWNER

WOODBRIDGE PROPERTIES, LLC
800 E. CAMPBELL ROAD
SUITE 130
RICHARDSON, TEXAS 75081
PH: (214) 348-1300
CONTACT: DON HERZOG

REVISED DECEMBER 17, 2014
REVISED DECEMBER 11, 2014
SUBMITTED NOVEMBER 24, 2014



Legislation Details (With Text)

File #:	15-2651	Version:	1	Name:	Discuss and Consider a resolution adopting the Citizens Handbook for Requesting Traffic Calming Devices; and providing for an effective date
Type:	Agenda Item	Status:			Agenda Ready
File created:	1/14/2015	In control:			City Council
On agenda:	1/19/2015	Final action:			
Title:	Discuss and consider a resolution of the City Council of the City of Sachse, Texas, adopting the City of Sachse Citizens Handbook for Requesting Traffic Calming Devices.				

Executive Summary

Traffic calming is a community-based initiative, and is not bound by any state or federal requirements or policies. Therefore, each community may determine what guidelines and/or policies are best for their citizens. In previous discussions with the City Council, staff presented a draft traffic calming document, the Citizens Handbook for Requesting Traffic Calming Devices, for discussion and review. Staff has made revisions to the document based upon the feedback received from the City Council. This Agenda Item is for the presentation of a final traffic calming document, for the City Council to discuss and consider for adoption through a resolution. The purpose of the Citizens Handbook for Requesting Traffic Calming Devices is to provide the Citizens of the City of Sachse a handbook to utilize in the request of a traffic calming device.

Sponsors:

Indexes:

Code sections:

Attachments: [Exhibit A - Sachse Citizens Traffic Calming Handbook](#)
[Exhibit B - Process Overview](#)
[Exhibit C - Process Diagram](#)
[RESO Sachse Citizens Traffic Calming Handbook](#)

Date	Ver.	Action By	Action	Result
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Title

Discuss and consider a resolution of the City Council of the City of Sachse, Texas, adopting the City of Sachse Citizens Handbook for Requesting Traffic Calming Devices.

Executive Summary

Traffic calming is a community-based initiative, and is not bound by any state or federal requirements or policies. Therefore, each community may determine what guidelines and/or policies are best for their citizens. In previous discussions with the City Council, staff presented a draft traffic calming document, the Citizens Handbook for Requesting Traffic Calming Devices, for discussion and review. Staff has made revisions to the document based upon the feedback received from the City Council. This Agenda Item is for the presentation of a final traffic calming document, for the City Council to discuss and consider for adoption through a resolution. The purpose of the Citizens Handbook for Requesting Traffic Calming Devices is to provide the Citizens of the City of Sachse a handbook to utilize in the request of a traffic calming device.

Background

Staff has prepared a revised traffic calming document for the City Council to discuss and consider for adoption. The document has been reviewed by staff from Engineering, Public Works, Police, Fire, and Community Development.

The City Council has held numerous discussions with City staff regarding traffic calming, and provided staff with feedback, comments, and direction regarding the development of a new traffic calming policy for the City. A timeline of events is listed below:

September 3, 2013 - City Council Workshop

- held a discussion regarding roadway classification, route consideration, and allowable measures/devices

October 21, 2013 - City Council Workshop

- Discussion on guidelines versus policy, review of a sample table of contents, and sample guidelines and policies

December 2, 2013 - City Council Meeting

- Discussion on processes, critical/non-critical routes, the petition area, approval level/authority, minimum distance between devices

December 1, 2014 - City Council Meeting

- Review and discussion regarding a draft of the Citizens Handbook for Requesting Traffic Calming Devices

At the December 1, 2014 City Council Meeting, the City Council provided staff feedback on the draft document, including the following items:

- Minimum support requirements for the petition
- Minimum return rate for the mail-back ballot
- Minimum support requirements for the mail-back ballot
- Additional language to further define the "Primary Affected Area"
- Eligible participants for the petition (property owners)
- Timing of Applicant funding (90 days after Council approval and City funds becoming available)
- Application Fee (\$50)

The Citizens Handbook for Requesting Traffic Calming Devices is attached as Exhibit "A". Also attached are the following items, to provide a concise overview of the processes within the handbook:

- Process Overview (Exhibit "B")
- Process Diagram (Exhibit "C")

This item has been prepared for discussion and consideration by the City Council. If there are no additional changes requested, the Citizens Handbook for Requesting Traffic Calming

Devices may be adopted by the City through the resolution attached.

If the Citizens handbook for Requesting Traffic Calming Devices is adopted, Staff will return to the City Council with an agenda item to update the Master Fee Schedule to include the Application Fee as shown on the Application Form in the appendix of the handbook.

Policy Considerations

The City of Sachse formerly had a Speed Hump Policy, which was adopted by the City Council on January 18, 1999. The Speed Hump Policy was rescinded by the City Council on July 1, 2013. If adopted by the City Council, the Citizens Handbook for Requesting Traffic Calming Devices would be utilized by property owners, City Staff, and the City Council in making future decisions regarding the application, analysis, consideration, and installation of traffic calming devices in the City of Sachse.

Budgetary Considerations

In the Citizens Handbook for Requesting Traffic Calming Devices, the City is responsible for the cost of installing a trial traffic calming device, and for 50% of the cost of installing a permanent traffic calming device. A budget line item for traffic calming devices may be included in future annual budgets for the City.

Staff Recommendations

Staff recommends the City Council consider a resolution of the City Council of the City of Sachse, Texas, adopting the City of Sachse Citizens Handbook for Requesting Traffic Calming Devices



Citizens Handbook for Requesting Traffic Calming Devices

January 15, 2015

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS,
ADOPTING THE CITY OF SACHSE CITIZENS HANDBOOK FOR REQUESTING
TRAFFIC CALMING DEVICES; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Council desires to adopt a policy aimed at slowing the speed of motor vehicle traffic in neighborhoods; and

WHEREAS, the Citizens Handbook for Requesting Traffic Calming Devices was reviewed by the City Council, which finds such policy to be in the best interest of the citizens of Sachse; and

WHEREAS, the City Council of the City of Sachse desires to adopt the City of Sachse Citizens Handbook for Requesting Traffic Calming Devices, attached hereto as Exhibit "A";

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

Section 1: The City of Sachse Traffic Calming Guidelines for Residential Neighborhoods attached hereto having been reviewed by the City Council of the City of Sachse, Texas, is found to be acceptable and in the best interest of the City and its citizens, be and the same is hereby, in all things approved.

Section 2: Notwithstanding the criteria and procedures described in this policy, the City Council, at its discretion, may cause to construct improvements on any public street within the City when deemed necessary to preserve or protect the public health, safety, and welfare.

Section 3: This Resolution shall become effective immediately from and after its passage.

RESOLVED this _____ day of _____, 2015. CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary



Table of Contents

1. PURPOSE.....	- 1 -
2. DEFINITIONS	- 2 -
3. GENERAL INFORMATION	- 3 -
3.1. ELIGIBILITY REQUIREMENTS	- 3 -
3.2. COST RESPONSIBILITY.....	- 5 -
3.3. LOCATION OF TRAFFIC CALMING DEVICE.....	- 5 -
3.4. REMOVAL OF TRAFFIC CALMING DEVICE	- 5 -
3.5. STREET MAINTENANCE.....	- 6 -
3.6. DESIGN STANDARDS AND PROCEDURES	- 6 -
4. PROCEDURES FOR REQUESTING AND INSTALLING A TRAFFIC CALMING DEVICE	- 6 -
4.1. PROJECT REQUEST	- 6 -
4.2. PRE-APPLICATION CONFERENCE.....	- 6 -
4.3. APPLICATION.....	- 7 -
4.4. IMPLEMENTATION PROCESS FOR TRIAL DEVICE.....	- 7 -
4.5. IMPLEMENTATION FOR PERMANENT DEVICE INSTALLATION	- 9 -
5. TYPES OF TRAFFIC CALMING MEASURES.....	- 11 -
5.1. SPEED CONTROL MEASURES:	- 11 -
5.1 <i>Speed Control Display Signs</i>	- 11 -
5.2 <i>Speed Cushions</i>	- 11 -
5.3 <i>Speed Humps</i>	- 11 -
5.4 <i>Speed Tables</i>	- 11 -
5.5 <i>Traffic Circles</i>	- 12 -
5.6 <i>Chicanes</i>	- 12 -
5.7 <i>Center Island Narrowings</i>	- 12 -
5.8 <i>Midblock Narrowings</i>	- 12 -
5.9 <i>Intersection Neckdowns</i>	- 12 -

Appendix

PROCESS OVERVIEW

PROCESS DIAGRAM

APPLICATION AND SAMPLE PETITION FORM

PRIMARY AFFECTED AREA – SAMPLE MAP

TRAFFIC CALMING MEASURE EXHIBITS



1. Purpose

The purpose of this handbook is to provide property owners living in Sachse neighborhoods with guidelines for requesting a traffic calming device on their local street. The guidelines included herein emphasize a citizen-driven method to calming traffic on neighborhood streets. Larger thoroughfares, which include the arterial and collector streets identified in the City's Thoroughfare Plan, are not eligible for the traffic calming guidelines included in this handbook.

The City of Sachse is committed to preserving the integrity of residential neighborhoods while meeting the needs of motorists. The City has a diverse network of roadways, ranging from large divided thoroughfares that move traffic through and across the City, to the local streets that provide access to homes. This handbook is focused on addressing neighborhood traffic concerns on local neighborhood streets in the City.

This handbook provides an organized method by which property owners have the opportunity to request the installation of certain Traffic Calming measures and establish a procedure for the evaluation of such requests. The Traffic Calming guidelines included specify the types of streets eligible for consideration, how a request is made, what procedures will be used to evaluate a request, and how the cost of installing the Traffic Calming measure will be paid.

When a Traffic Calming device is installed, it may affect adjacent and surrounding streets. These guidelines provide for the participation of nearby property owners who may be affected. The City will provide the opportunity for affected property owners to participate in the process and provide feedback on a request. If the installation of a traffic calming device is approved, the City will also work with the neighborhood to select the appropriate device to meet the primary goal of preserving the integrity of the neighborhood.

The Engineering Department is responsible for the program application process and implementation of any approved Traffic Calming Measures. The installation of Traffic Calming Devices through this program is limited by the annual budget adopted by the City Council each year.



2. Definitions

An **Applicant** is a property owner living on the block of the street in the request, and is the individual designated as the contact person for the property owners making the traffic calming request.

An **application** will consist of a completed form provided by the City, along with a petition in favor of the proposed Traffic Calming device, signed as described herein, and the required review fee.

Critical service routes consist of streets necessary for the provision of services to the community by Police, Fire, and the bus routes of Garland and Wylie Independent School Districts.

Neighborhood concurrence is the percentage of property owners in the Primary Affected Area that must concur with the placement of either a temporary or permanent Traffic Calming device.

The **Primary Affected Area** is defined as the private property determined by the City Engineer to meet the following:

- 1) Property that is zoned as single family residential, as shown on the latest Zoning Map of the City
- 2) Private property with an address or driveway on the block of the street being considered for a Traffic Calming device
- 3) Private property with an address or driveway on the street being considered for a Traffic Calming device that depends on the street block under discussion for convenient access.
- 4) Private property with an address or driveway on an intersecting street that depends on the street block under discussion for convenient access.
- 5) Private property with an address or driveway on the blocks of immediately adjacent parallel streets that are likely to experience an increase in traffic volume after the Traffic Calming measure is implemented due to diverted traffic

The boundary of the Primary Affected Area shall not exceed the following limits:

- 1) An existing arterial road as shown in the City of Sachse Thoroughfare Plan
- 2) An existing collector road as shown in the City of Sachse Thoroughfare Plan
- 3) The City limits as defined by City Ordinances and recorded with the City Secretary

The City Engineer will determine the Primary Affected Area for each proposed Traffic Calming measure, and will provide the limits of the Primary Affected Area to the Applicant at the pre-application meeting.

Street length is the distance measured along the centerline of the street from the projection of the curb line at the last intersecting street or an existing acceptable turn-around point to the center of the proposed turn-around, dead-end, or cul-de-sac.



Citizens Handbook for Requesting Traffic Calming Devices

A *Traffic Calming measure or device* is a physical barrier, electronic device, or a geometric design feature installed for the purpose of reducing the speed of vehicles traveling a roadway and classified as speed control measures. Traffic Calming measures include speed monitor display signs (temporary or permanent), speed humps, speed cushions, speed tables, traffic circles, chicanes, center island narrowing, midblock narrowing, and intersection neckdowns.

The *85th percentile speed* is the speed at or below which 85% of vehicles on the roadway travel.



General Information

Any request/petition for a Traffic Calming device must be in writing and include a completed Traffic Calming Request Application. The application must be signed and submitted with the required signature of the Applicant. Applications must be turned in to the City Engineer to be eligible for consideration. Each request will be evaluated according to the requirements and procedures outlined below.

Traffic calming measures require approval from the City Council. In order for a request to be forwarded to the City Council for consideration, all eligibility requirements must be met. This is done by meeting the minimum threshold criteria, achieving the appropriate level of concurrence from the impacted property owners, and conducting the necessary traffic impact analyses.

3.1. Eligibility Requirements

A local street eligible to be considered for a new traffic calming device shall meet the following requirements:

3.1.1. Operational Characteristics:

- The roadway must be classified as a two-lane local street. The traffic calming guidelines herein do not pertain to Major Arterials, Minor Arterials, and Collector Streets as depicted in the latest Thoroughfare Plan, which is amended from time to time.
- Properties with an address on or having vehicular access to the street must be predominantly zoned as single family residential.
- The street must have a legal speed limit of 30 miles per hour, or less.
- Traffic volumes must be greater than 500 vehicles/day.



Citizens Handbook for Requesting Traffic Calming Devices

- If the street is a critical service route as identified by the Police, Fire, or an Independent School District, the list of acceptable traffic calming devices include: Speed Control Signs, Speed Cushions, and Midblock Narrowings. When the City Council considers the approval of the installation of a trial or final traffic calming device, City staff will provide the City Council with a determination of whether the street is a critical service route, and the list of acceptable traffic calming devices.
- A Traffic Calming measure must not block the only means of vehicular, pedestrian, or service vehicle access to any property or restrict access to utilities.

3.1.2. *Geometric Characteristics:*

- The street must have adequate sight distances to safely accommodate the Traffic Calming measure as determined by the City Engineer.
- The street must not have curves or grades that prevent safe placement of the Traffic Calming measure. The Traffic Calming measure may not be located on streets that have a vertical grade of more than 5% on their immediate approaches.
- The street must be paved and be at least 1,000 feet in length. If there is no curb and gutter, a special design shall be used to prevent vehicles from maneuvering around the device.
- The design and implementation of the traffic calming device must not interfere with the existing street drainage, property access, or driveways.

3.1.3. *Other Characteristics:*

- A traffic calming device shall not be placed in front of a driveway.
- A traffic calming device shall not be placed in front of a property whose owner is opposed to the device installation.

For application requests meeting the above requirements, City staff will proceed with the analysis described in Section 4.4. If a request is found to not be eligible for a traffic calming device, the Applicant will be notified in writing.



3.2. *Cost Responsibility*

3.2.1. *Traffic Calming Measure Costs:*

Installation cost - The installation of various traffic calming devices (including accompanying signs, pavement markings, etc.) that meet the eligibility and petition requirements and are approved by the City Council will be funded through a 50/50 cost share between the City and the Applicant. The Applicant shall be responsible for obtaining 50% of the funding for the device, and providing the funds to the City no later than 90 days following the City Council approval of the device and City funds for the installation being made available. The City Engineer will notify the Applicant in writing when the City funds are made available for the device installation. The City's 50% share of funding for the device is limited to the available funds in the fiscal year operating budget. If the applicant chooses to provide 100% of the funding for the installation of the traffic calming device, the City may expedite the installation.

3.3. *Location of Traffic Calming Device*

Many factors must be considered in locating Traffic Calming devices for optimal effectiveness. If not correctly placed, localized reductions in speed or volume may occur instead of overall speed or volume reductions along the entire block. Specific site details and conditions should be the dominant consideration in determining the location for each device.

3.4. *Removal of Traffic Calming Device*

The process and procedure for requesting removal or alteration of Traffic Calming devices is the same as the process for installation, except that there is no City participation in cost sharing for removal of speed humps and speed cushions that were installed under this policy. All associated costs for the removal of devices originally installed under this program must be borne by the Applicant.

Notwithstanding the criteria and procedures described in this policy, the City Council, at its discretion, may cause improvements to be made to any public street within the City when deemed necessary to preserve or protect the public health, safety, and welfare.



3.5 Street Maintenance

3.5.1 Maintenance of Traffic Calming Devices

All traffic calming devices installed under this policy shall be maintained by the City of Sachse.

3.5.2 Street Reconstruction

Streets scheduled for reconstruction that contain a traffic calming device installed under this policy will be evaluated prior to reconstruction. The City Engineer shall hold a public meeting with the property owners in the Affected Area and provide a new petition form for completion. If the petition requirements of Section 4.5.2 are met, the City Engineer will include the device in the construction documents and project scope for the reconstruction of the road.

3.6. Design Standards and Procedures

The City Engineer shall prepare and maintain design standards and installation procedures for Traffic Calming devices in accordance with these guidelines.

4. Procedures for Requesting and Installing a Traffic Calming Device

4.1. Project Request

The initial request for installation of traffic calming measures shall originate from a property owner(s) residing on the street(s) in question. A request in writing must be mailed or delivered to the City of Sachse, Engineering Department, 3815-B Sachse Road, Sachse, Texas 75048.

4.2. Pre-Application Conference

Upon receipt of a written request from a property owner, the City Engineer will meet with the property owner(s) to discuss the application process, the eligibility requirements, the limits of the area potentially impacted by the Traffic Calming device (the Primary Affected Area), the evaluation procedure and the implementation process. The property owner(s) will select an Applicant as the primary point of contact for the City, and provide the Applicant's contact information to the City Engineer. The Applicant shall be a property owner that resides on the street in question.



4.3. Application

The application will consist of a completed Traffic Calming Request form supplied by the City Engineer to the Applicant, and the required petition with signatures. The petition must be signed by greater than 75% of the property owners in the Primary Affected Area. The City Engineer will utilize Dallas and/or Collin County Appraisal District data to determine the property owners in the Primary Affected Area. Properties that are not zoned as single family properties will not be included in the petition. All signatures must be dated within six months of the issuance of the petition. The applicant is responsible for submitting all of the components of the application to the City Engineer in order for review of the Traffic Calming proposal to commence.

A dated petition form will be issued by the City Engineer to the Applicant after the pre-application meeting. It will include the names and addresses of property owners within the Primary Affected Area. The Applicant must obtain the signatures. The petition form in the appendix is only an example.

4.4. Implementation Process for Trial Device

After the application and all its components have been submitted to the city, the City Engineer will evaluate the request and make a recommendation to the City Council relative to the proposed Traffic Calming device based on a combination of the factors listed below and accepted engineering principles and practices. The following procedures must be followed for a trial Traffic Calming device placement request.

- 4.4.1. City Staff will conduct a traffic study to determine if the subject street meets the eligibility requirements and an infrastructure review to confirm existing conditions. The study may include, but is not limited to, the following:
- A review of pertinent issues and conditions, including but not limited to, existing traffic conditions, projected traffic conditions, vehicle and pedestrian safety, bus routes (i.e., speed, volume etc.) and other factors.
 - License plate surveys, 24-hour traffic counts, spot speed studies, accident history for the prior three years and crime statistics for the prior three years.
 - An examination of the technical feasibility, physical conditions, and anticipated impacts of the proposed device.
 - A review of safe school routes and pedestrian flow.
 - Confirmation that the proposed device and resulting traffic flow modifications will not exceed the capacity of streets and intersections impacted by the diverted traffic.



Citizens Handbook for Requesting Traffic Calming Devices

- 4.4.2. The review conducted by the City Engineer will be sent to all affected City departments, including Public Works, Community Development, Police and Fire as well as school district(s) for comment.
- 4.4.3. Once the studies are completed, the City staff will determine if the subject street meets the eligibility requirements and is a good candidate for a Traffic Calming device. If the street either does not meet the eligibility criteria or the petition requirements are not met, the Applicant will be notified of this in writing by the City staff.
- 4.4.4. The City Engineer will determine the most practical options available for a proposed traffic calming device on the subject street, and prepare a recommendation of appropriate traffic calming devices for the City Council to consider. Device cost may be a consideration.
- 4.4.5. If a traffic calming measure meets the eligibility and petition requirements, the City Council will be briefed on the request and consider approval of a trial installation. Approval of the City Council is required prior to installation of any traffic calming device. If approved by the City Council, the location will be placed on the list for trial device installation. The applicant will be notified of the result, and an estimated time frame for the installation of a trial device.
- 4.4.6. Signs giving notice of the trial device and contact information for questions or comments will be erected by the City at the location of the device approximately two weeks prior to the installation date.
- 4.4.7. The trial period for a traffic calming device will last a minimum of 60 days for evaluation. During the trial period, city staff will conduct traffic studies similar to those performed before the trial period to determine the effectiveness of the traffic calming device. A letter explaining the trial device will be sent to the Applicant and the property owners in the Primary Affected Area.

After the end of the trial period, the City Engineer will prepare a report, including data from the completed studies and feedback received from citizens. Written public comments received during the evaluation period will be attached and summarized in the report. The report will be made available to the property owners. The City Engineer will give a presentation to the City Council, providing the information included in the report and the recommendations of City staff. After reviewing the report about the effectiveness of the device and evaluating the public comments, the City Council will consider approving a permanent device.



4.5. Implementation for Permanent Device Installation

The trial device evaluation process must be completed, documented and the required percentage of all property owners in the Primary Affected Area must concur prior to the City Council consideration of the installation of the permanent device. The process is as follows:

- 4.5.1 City staff will estimate the funding necessary to implement the permanent device based on design, right-of-way, and construction costs.
- 4.5.2 The City will notify all property owners in the affected area by mail of the requested permanent device. The notice will include a mail-back ballot to indicate support or opposition to the request. A minimum of 75% of the ballots must be returned to the City within 30 days of the mailing date. In addition, at least 75% of all responding property owners in the Primary Affected Area must support the permanent installation of a traffic calming device.
- 4.5.3 If 75% of all returned ballots from property owners in the Primary Affected Area support the installation of a permanent traffic calming device, and all other conditions are met, staff will prepare an agenda item for public hearing at a City Council Meeting. If the criteria described herein are not met, the application will not be presented to the City Council for consideration and the Applicant will be notified in writing.



Citizens Handbook for Requesting Traffic Calming Devices

4.5.4 If a permanent device is approved by the City Council, the temporary devices will remain in place for no longer than 90 days after City Council Approval. If the Applicant's share of the funding is not received by the City within 90 days of the latter of City Council approval and City funds being made available for device installation, the request will expire, and no device will be installed. The City Engineer will notify the Applicant in writing when the City funds are made available for the device installation. Once funds to construct any permanent modifications are identified and received, the design and construction process will begin as outlined below.

- City staff will initiate the preliminary design and review process to implement the device.
- The Applicant will be notified and have the opportunity to review the design with staff prior to construction; however, the City will have final design approval.
- The City will develop a final design and cost estimate for the device and the Applicant's cost, if applicable, will be adjusted accordingly.
- Once the Applicant's share of the project cost is received (if applicable), the City will finalize the design and schedule construction of the Traffic Calming device.

Notwithstanding the criteria and procedures described in this policy, the City Council, at its discretion, may cause improvements to be made to any public street within the City when deemed necessary to preserve or protect the public health, safety, and welfare.



5. Types of Traffic Calming Measures

Traffic Calming measures are installed to control vehicle speed on neighborhood streets. Allowable measures are listed below with a description.

5.1. Speed Control Display Signs

- Either pole mounted or portable signs that display the speed of approaching vehicles. The displays will be installed only with solar powered cells on appropriate support structures, either installed, or existing.
- The device may or may not include a sign displaying the posted speed limit.
- Estimated cost \$5,000 and up
- Reference Exhibit #1 in the Appendix.

5.2. Speed Cushions

- A rubber overlay that measures 6 feet by 7 feet, about 3 inches high, placed in sets of two or more across a roadway depending on the width of the roadway. Speed cushions are wide enough that they force regular vehicles to travel over them, but they allow wide axle vehicles (i.e. emergency vehicles) to travel over them without slowing down.
- Estimated cost \$1,000 and up per cushion; if the street width requires three cushions, then the cost would be approximately \$3,000 and up.
- Rubberized speed cushions may be used as trial or permanent devices.
- Reference Exhibit #2 in the Appendix.

5.3. Speed Humps

- A pavement overlay placed on the roadway, approximately 14 feet in length, about 3.5 inches high, extending from curb to curb. The ends are tapered to be flush with the street at the curbs and gutter to allow water to drain.
- Estimated cost \$2,000 and up
- Reference Exhibit #3 in the Appendix.

5.4. Speed Tables

- A pavement overlay placed on the roadway, approximately 22 feet in length, and about 3.5 inches high, extending from curb to curb. The ends are tapered to be flush with the street at the curbs and gutters to allow water to drain.
- Estimated cost \$2,500 and up
- Reference Exhibit #4 in the Appendix.



Citizens Handbook for Requesting Traffic Calming Devices

5.5. Traffic Circles & Roundabouts

- Raised island, often landscaped, placed in an intersection, around which traffic circulates.
- Estimated cost \$6,000 and up
- Reference Exhibit #5 in the Appendix.

5.6. Chicanes

- Series of two or more staggered curb extensions on alternating sides of the roadway. A raised island can be added to the center of the road to prevent motorist from crossing the center line.
- Estimated cost \$22,500 and up
- Reference Exhibit #6 in the Appendix.

5.7. Center Island Narrowings

- Also called midblock medians, slow points, or median chokers; medians placed down the center of the street to narrow the lanes to slow traffic; often landscaped to provide a visual amenity and neighborhood identity.
- Estimated cost \$8,000 and up
- Reference Exhibit #7 in the Appendix.

5.8. Midblock Narrowings

- Curb extensions at midblock that narrow a street by widening the sidewalk or planting strip.
- Estimated cost \$8,000 and up
- Reference Exhibit #8 in the Appendix.

5.9. Intersection Neckdowns

- Curb extensions at intersections that reduce roadway width between curbs.
- Estimated cost \$8,000 and up
- Reference Exhibit #9 in the Appendix.

Note: *The estimated costs for each traffic calming measure cannot replace detailed cost estimates using quantities and local unit prices for work items associated with specific projects; however, these estimates are provided for use in the conceptual planning phase, as they show order-of-magnitude differences among the various calming measures.*



Appendix

Citizens Handbook for Requesting Traffic Calming Devices

Process Overview

Step 1: Project Request

The Applicant submits a written request for a traffic calming device to the City Engineer (by mail, or in-person).

Step 2: Staff Review - Eligibility Requirements

City Staff reviews the eligibility requirements for the request, and notifies the Applicant if the request meets the requirements.

Step 3: Pre-Application Conference

City Engineer meets with the Applicant, discuss the process, requirements, and the Primary Affected Area, and provide the Applicant with the Application and Petition Form.

Step 4: Application Submittal

The Applicant submits the completed Application and Petition within 6 months of the Pre-application Conference. The Petition must be signed by the property owners in the Primary Affected Area, and have a minimum of 75% in favor of a traffic calming device.

Step 5: Engineering Analysis

Staff completes an engineering investigation and analysis related to the request.

Step 6: City Council Consideration - Trial Device

Staff prepares an Agenda Item for a City Council Meeting and presents the Application and the Analysis to the City Council for consideration of a trial device.

Step 7: Trial Device Period

Trial Device is installed for a maximum of 60-days. Staff completes an analysis of the effectiveness of the device and solicits feedback from the public. Mail-back ballot is sent to all property owners in the Primary Affected Area. Property owners must return completed ballots within 30 days of the mailing date. A minimum of 75% of the ballots must be returned, with a minimum of 75% of the returned ballots being in favor of a permanent device in order for the City Council to consider a permanent device.

Step 8: Cost Estimate

Staff prepares a cost estimate for the installation of a permanent device. This information is provided to the Applicant.

Step 9: City Council Consideration - Permanent Device

Staff prepares an Agenda Item for a City Council Meeting and presents the analysis of the trial device period, the results of the mail-back ballot, comments received from Citizens, and the estimated cost of a permanent device. The City Council considers the approval of the installation of the permanent device.

Step 10: Funding

The funding of the permanent device is a 50%-50% match. The City pays for 50% of the cost, and the Applicant is responsible for paying 50% of the cost. The City reserves the right to provide its share of the funding based upon availability of funds. Once City funds are available, the Applicant has 90 days to provide their share of the funding.

Step 11: Permanent Device Installed

The City (or its contractor) will install the permanent device. The device will be maintained by the City as a part of the public road.

Citizens Handbook for Requesting Traffic Calming Devices

Process Diagram

START

Project Request

The Applicant submits a written request for a traffic calming device to the City Engineer (by mail, or in-person).

Eligibility Requirements

City Staff reviews the eligibility requirements for the request, and notifies the Applicant if the request meets the requirements.

Not Met
The request does not move forward

Met

Pre-Application Conference

City Engineer meets with the Applicant, discuss the process, requirements, and the Primary Affected Area, and provide the Applicant with the Application and Petition Form.

Application Submittal

The Applicant submits the completed Application and Petition within 6 months of the Pre-application Conference. The Petition must be signed by homeowners in the Primary Affected Area, and have a minimum of 75% in favor of a traffic calming device.

Met

Not Met
The request does not move forward

Staff Analysis

Staff completes an engineering investigation and analysis related to the request.

City Council Consideration of a Trial Device

Staff prepares an Agenda Item for a City Council Meeting and presents the Application and the Analysis to the City Council for consideration of a trial device.

Approved

Denied
The request does not move forward

Trial Device Period

Trial Device is installed for a maximum of 60-days. Staff completes an analysis of the effectiveness of the device and solicits feedback from the public. Mail-back ballot is sent to all homeowners in the Primary Affected Area. Homeowners must return completed ballots within 30 days of the mailing date. A minimum of 75% of the returned ballots being in favor of a permanent device in order for the City Council to consider a permanent device.

Not Met
The request does not move forward

Met

Cost Estimate

Staff prepares a cost estimate for the installation of a permanent device. This information is provided to the Applicant.

City Council - Permanent Device Consideration

Staff prepares an Agenda Item for a City Council Meeting and presents the analysis of the trial device period, the results of the mail-back ballot, comments received from Citizens, and the estimated cost of a permanent device. The City Council considers the approval of the installation of the permanent device.

Approved

Denied
The request does not move forward

Funding

The funding of the permanent device is a 50%-50% match. The City pays for 50% of the cost, and the Applicant is responsible for paying 50% of the cost. The City reserves the right to provide its share of the funding based upon availability of funds. Once City funds are available, the Applicant has 90 days to provide their share of the funding.

Met

Not Met
The request does not move forward

Permanent Device

The City (or its contractor) will install the permanent device. The device will be maintained by the City as a part of the public road.

Citizens Handbook for Requesting Traffic Calming Devices - Application

Prior to submission of an application, the applicant must meet with the City of Sachse Engineering Department staff to discuss eligibility requirements, the Primary Affected Area of impact, the evaluation procedure and the implementation process. A completed application with petition must be submitted to initiate the evaluation of the request.

Submittal Date _____

Application Fee: \$50.00

Neighborhood

(Subdivision Name and Street Name)

**Brief Description
of Traffic
Calming Request**

(Include Street Name and address limits of requested Traffic Calming device, attach a map with limits of the desired Traffic Calming area clearly identified)

**Reason for
Request**

Attach an "Applicant's Statement" to this application detailing the reason for the requested Traffic Calming device.

**Application
Petition**

Following the pre-application meeting, the City will provide a petition form that must be signed by at least 75% of the property owners in the Primary Affected Area as determined by the City to initiate a review of the request. For consideration of a permanently-installed device, a separate poll of all impacted residences will be conducted by the City. A favorable vote of 75% of the property owners for a permanent device would be required before permanent modification of the street is considered by City Council.

(Please print legibly or type on the lines below).

**Acknowledgement
and Applicant's
Signature**

Applicant / Contact Person

Title (if applicable)

Address

City, State, Zip

Telephone

Fax

e-mail address

Signature *(must be original signature)*

City of Sachse
Traffic Calming Petition Form

This petition is required by the City of Sachse in order to consider an application requesting the placement of a Traffic Calming device on a residential street. The purpose of the City's Traffic Calming Policy is to provide uniform guidelines for evaluation and implementation of citizens' requests for Traffic Calming devices. The policy and procedures specify what type of streets may be modified, what procedures should be used to evaluate the request, how to implement the process and how the cost for the device should be paid. Since the placement of a Traffic Calming device may affect other streets, the policy provides a means for area property owners to participate in this process and to understand the impact on all affected streets prior to a permanent modification.

An application for speed control measures must consist of a petition in favor of the proposed device signed by greater than 50% of the residents in the Primary Affected Area. Obtaining a completed petition is only one step in the process and does not guarantee a street will be modified.

By signing this petition, the residents in the Primary Affected Area concur with the request for a study to be conducted on the feasibility of placing a Traffic Calming device on the subject street. Fifty % of all property owners in the Primary Affected Area must concur with the request for the study and review process; 75% must concur for permanent placement of a traffic calming device, such as a speed hump.

Property Address	Mailing Address	Property Owner	Signature
123 Main Street	123 Main Street	John Doe	
124 Main Street	124 Main Street	George and Mary Smith	
125 Main Street	125 Main Street	Billy and Betty Johnson	
126 Main Street	126 Main Street	Susie Taylor	
127 Main Street	127 Main Street	Mark Marks	
128 Main Street	128 Main Street	Rocky Roads	
129 Main Street	129 Main Street	Sally Streets	

Primary Affected Area - Example



Sample Primary Affected Area

Speed Control Measure

Neighborhood Traffic Calming

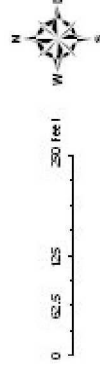
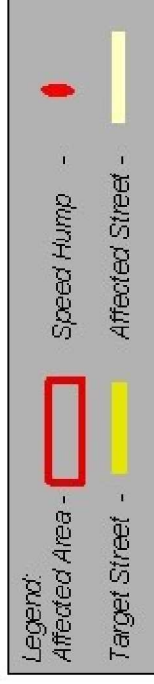


Exhibit 1. Speed Control Signs

(Radar Speed Signs)

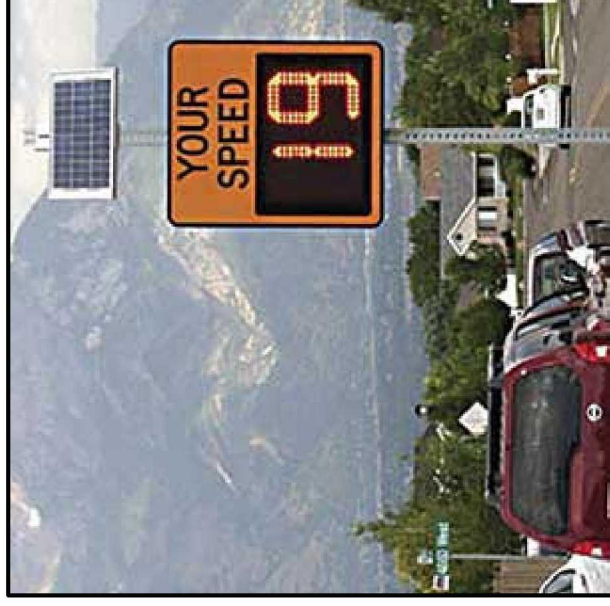


Exhibit 2. Speed Cushions

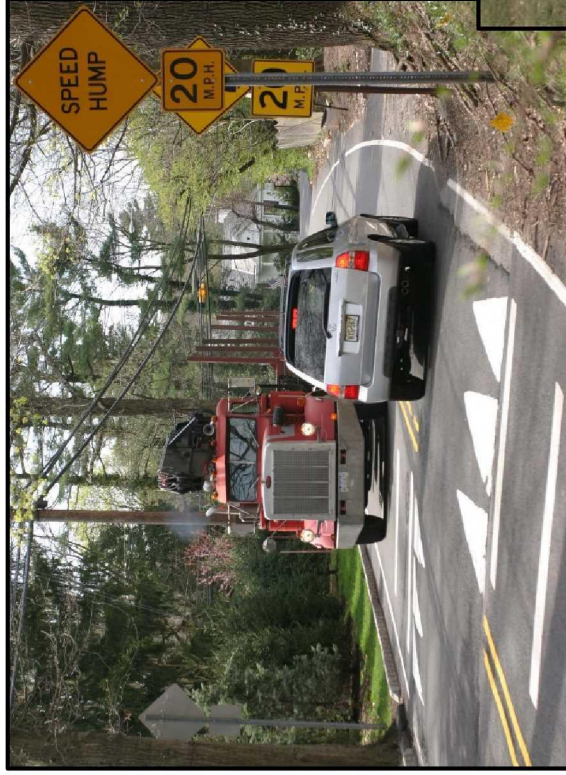
(undulations)



- Multiple small speed humps that allow for the passage of wide axle vehicles without slowing down, including firetrucks.

Exhibit 3. Speed Humps

(undulations)



- A rounded vertical undulation in the road surface, usually 12 to 14 feet in length.

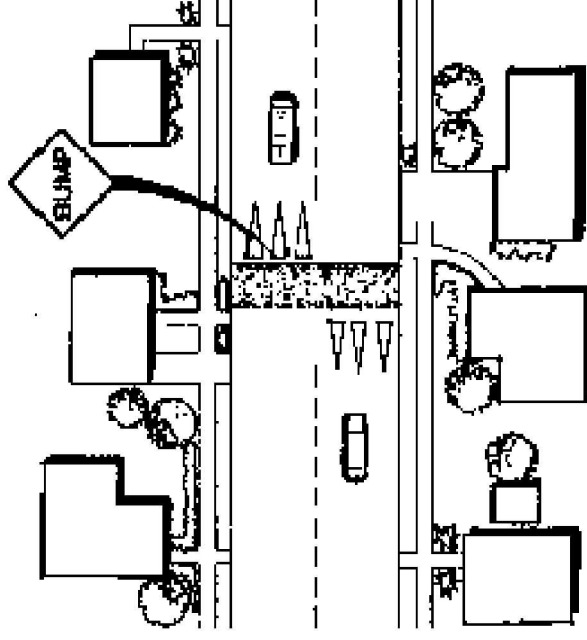
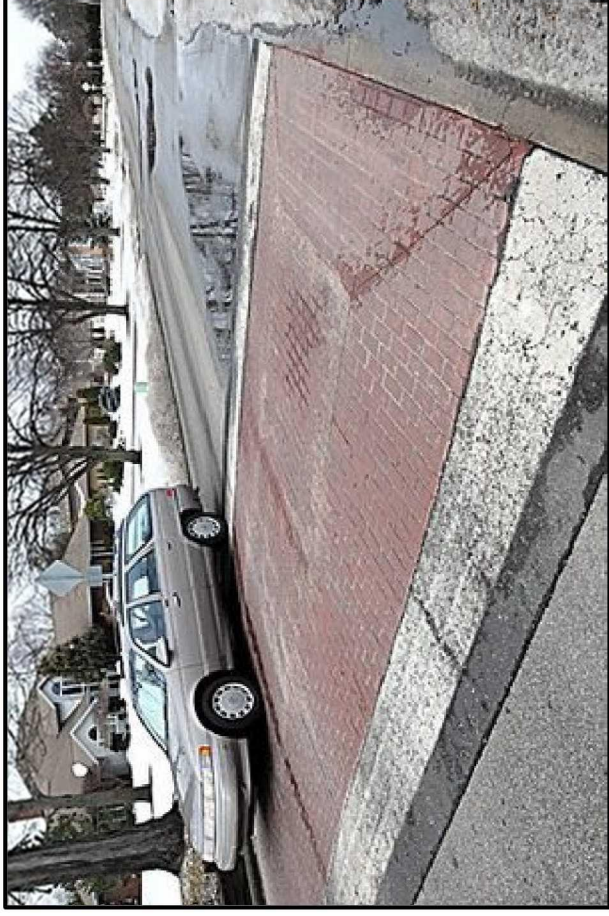
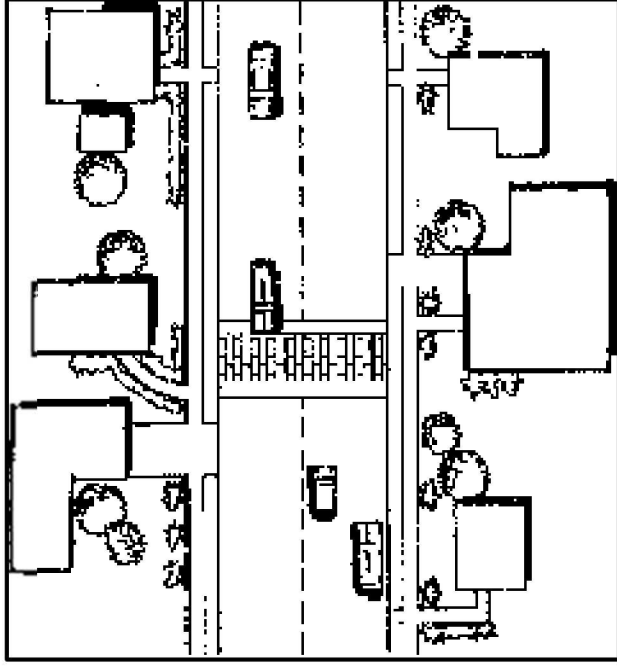
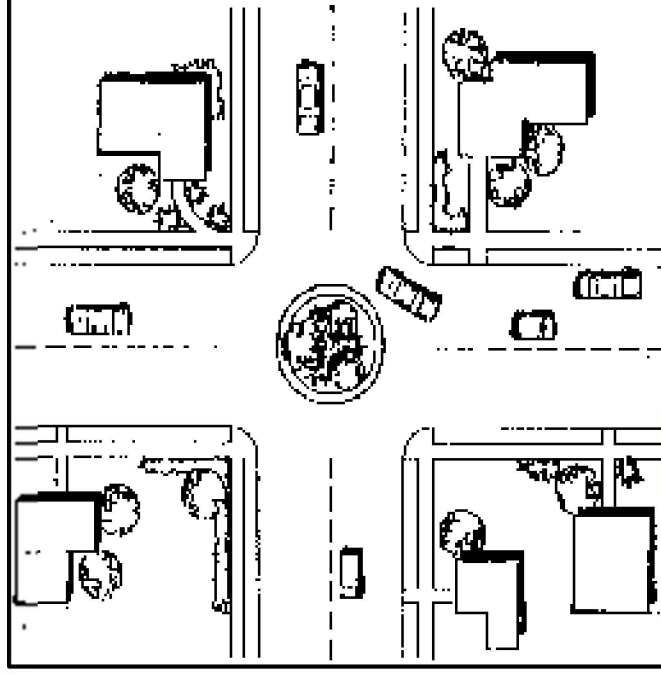


Exhibit 4. Speed Tables **(trapezoidal humps, flat topped humps)**



- A flat topped speed hump that is longer than a standard speed hump and has less of an incline on each side.

Exhibit 5. Traffic Circles & Roundabouts **(rotaries, intersection islands)**

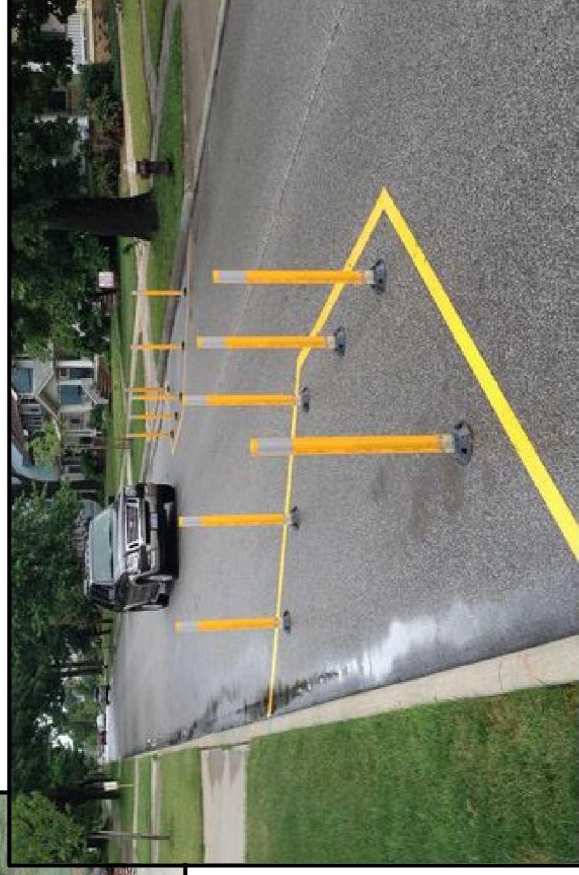
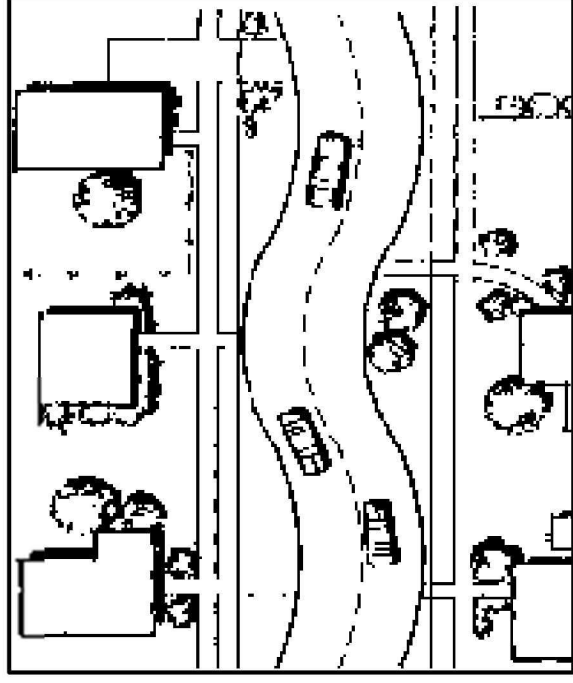


- A raised island at an intersection creating a one way circular street for both turning and through traffic.



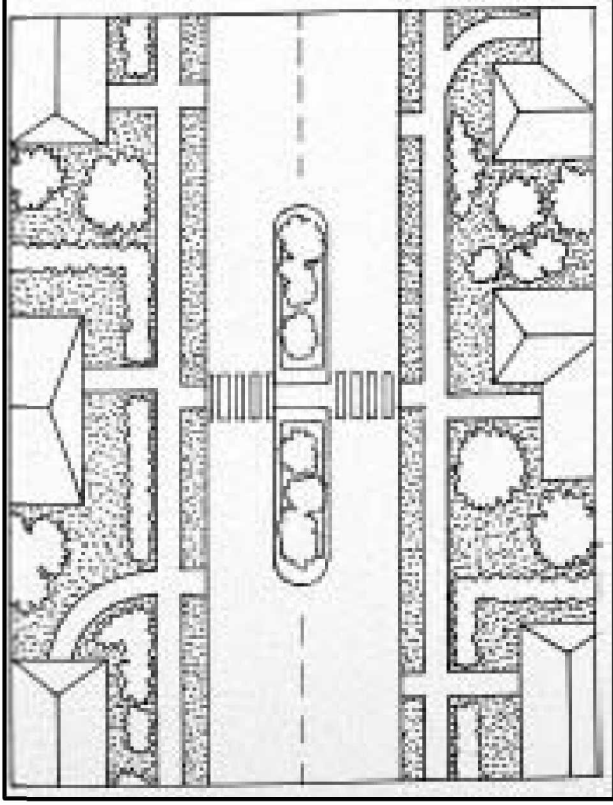
Exhibit 6. Chicanes

(serpentines, reversing curves)



- Undulating curbs or projections into the street to create curves in the vehicle driving path.

Exhibit 7. Center Island Narrowings



- Raised curb medians that narrow the travel lanes at midblock locations.
- Often used to protect pedestrians when crossing a street.

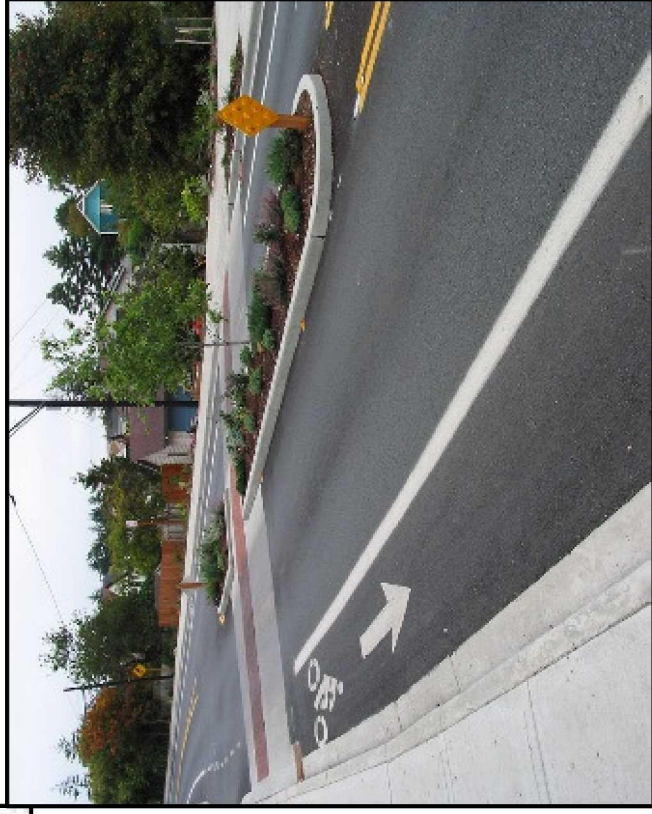
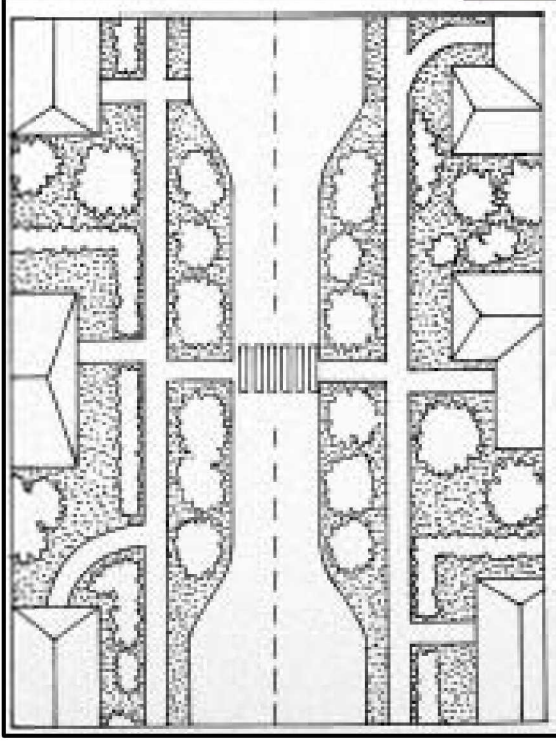


Exhibit 8. Midblock Narrowings

(chokers, curb extensions)



- Raised curb extensions that narrow the travel lanes at intersections midblock locations.
- Often used to lessen the length of pedestrian crossings.

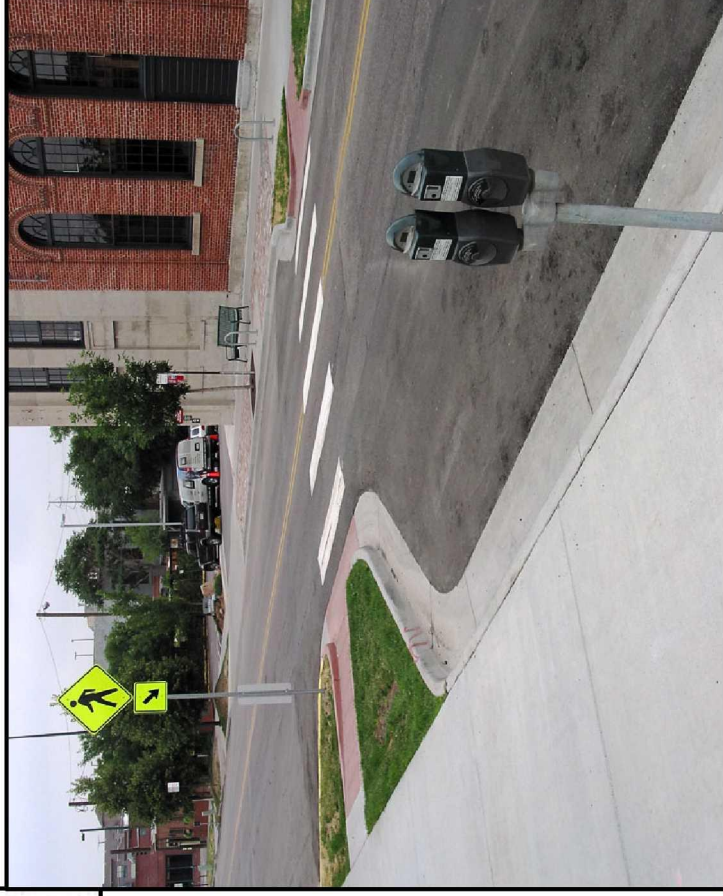
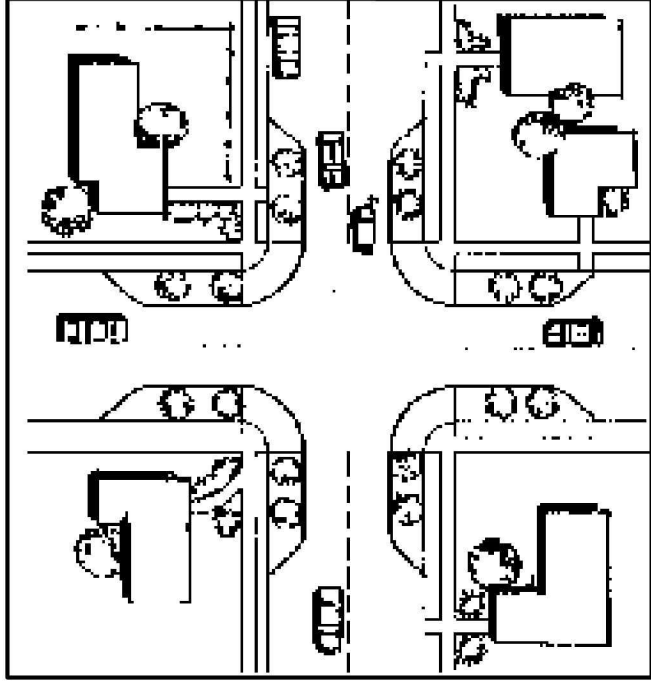
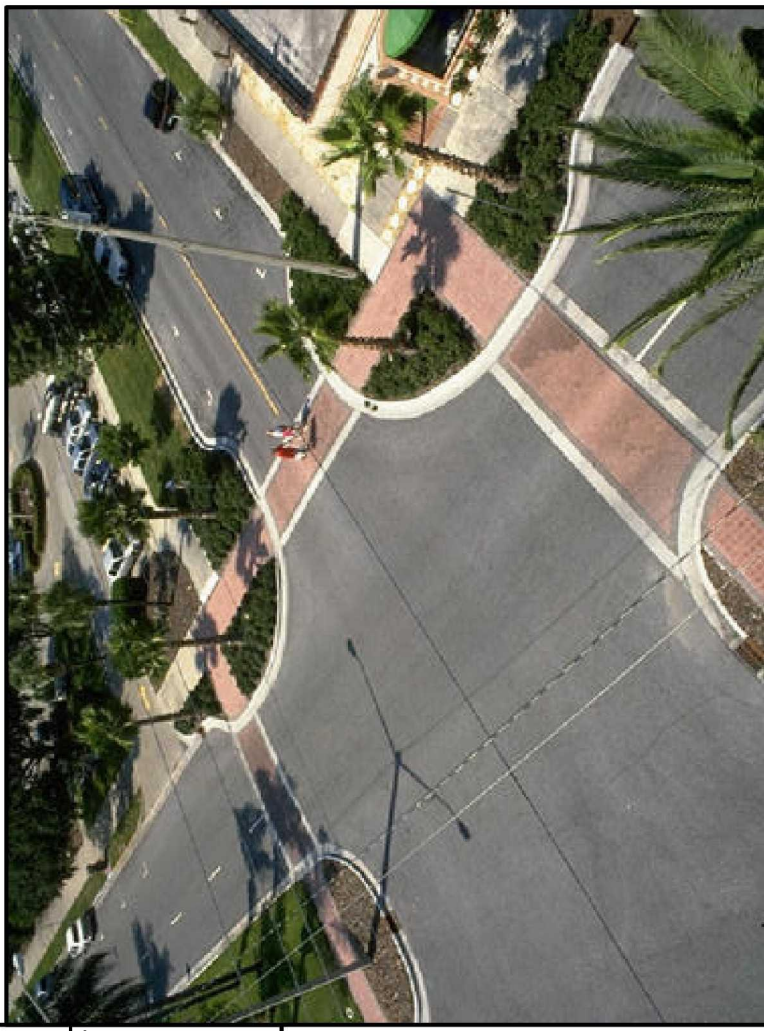


Exhibit 9. Intersection Neckdowns **(nubs, bulbouts, knuckles, intersection narrowings, corner bulges)**



- Raised curb extensions that narrow the travel lanes at intersections.
- Often used to lessen the length of pedestrian crossings.



Citizens Handbook for Requesting Traffic Calming Devices

Process Overview

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Step 10: Funding

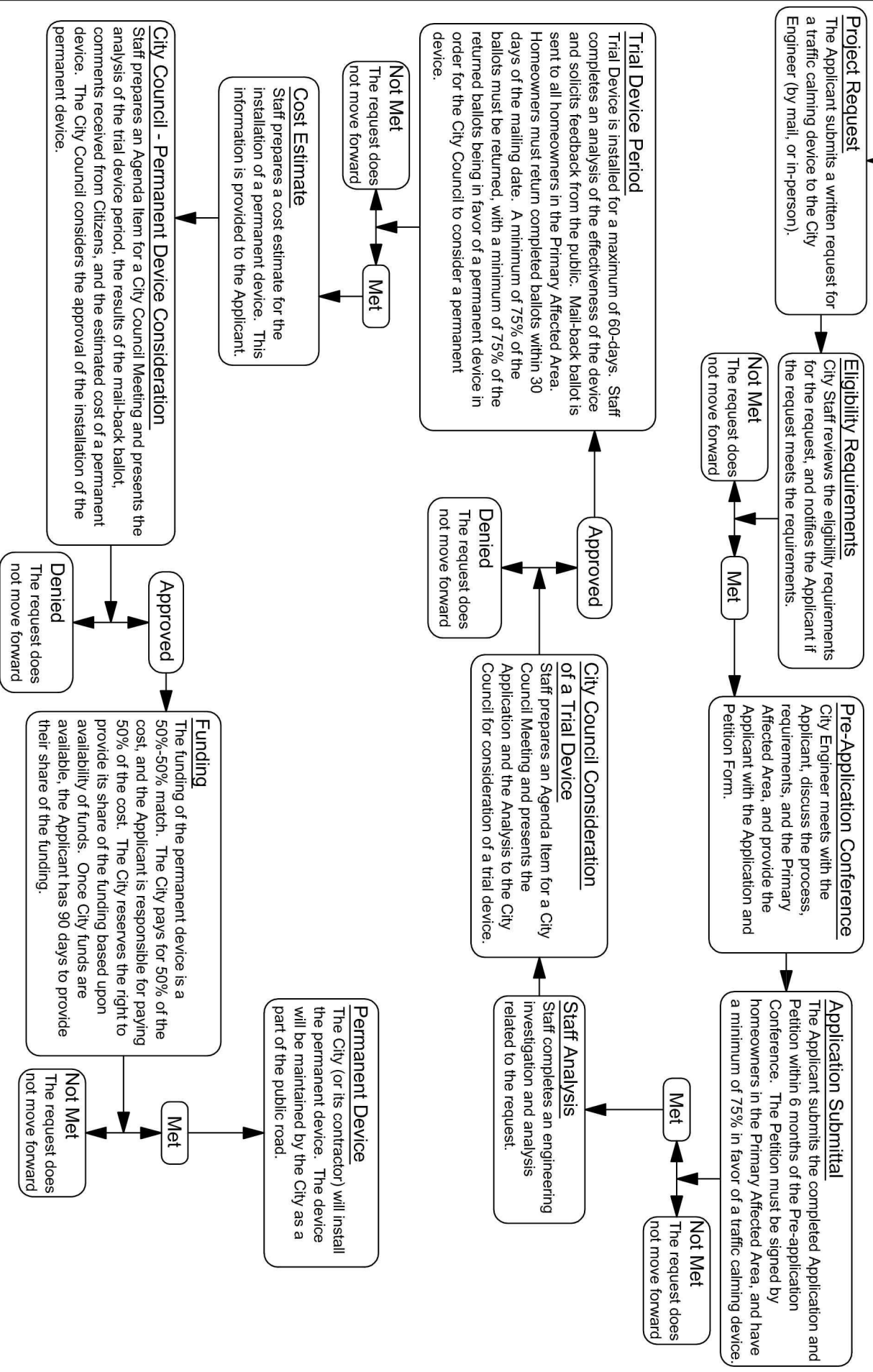
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Step 11: Permanent Device Installed

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Citizens Handbook for Requesting Traffic Calming Devices

Process Diagram



RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS,
ADOPTING THE CITY OF SACHSE CITIZENS HANDBOOK FOR REQUESTING
TRAFFIC CALMING DEVICES; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Council desires to adopt a policy aimed at slowing the speed of motor vehicle traffic in neighborhoods; and

WHEREAS, the Citizens Handbook for Requesting Traffic Calming Devices was reviewed by the City Council, which finds such policy to be in the best interest of the citizens of Sachse; and

WHEREAS, the City Council of the City of Sachse desires to adopt the City of Sachse Citizens Handbook for Requesting Traffic Calming Devices, attached hereto as Exhibit "A";

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

Section 1: The City of Sachse Traffic Calming Guidelines for Residential Neighborhoods attached hereto having been reviewed by the City Council of the City of Sachse, Texas, is found to be acceptable and in the best interest of the City and its citizens, be and the same is hereby, in all things approved.

Section 2: Notwithstanding the criteria and procedures described in this policy, the City Council, at its discretion, may cause to construct improvements on any public street within the City when deemed necessary to preserve or protect the public health, safety, and welfare.

Section 3: This Resolution shall become effective immediately from and after its passage.

RESOLVED this _____ day of _____, 2015. CITY OF SACHSE, TEXAS

Mike Felix, Mayor

ATTEST:

Terry Smith, City Secretary



Legislation Details (With Text)

File #:	15-2656	Version:	1	Name:	2015 City Manager Transition
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	1/16/2015	In control:		In control:	City Council
On agenda:	1/19/2015	Final action:		Final action:	

Title: Convene into executive session pursuant to the provisions of Section 551.074 the Texas Government Code "Personnel Matters":

To discuss the appointment, employment and duties for the City Manager position.

Consider any action necessary as a result of Executive Session.

Executive Summary

A closed session, as provided by state law, to discuss the City Manager position.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

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To discuss the appointment, employment and duties for the City Manager position.

Consider any action necessary as a result of Executive Session.

Executive Summary

A closed session, as provided by state law, to discuss the City Manager position.

Background

City Manager Billy George submitted his resignation on January 9, 2015.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Council conduct executive session as appropriate.