



**Tuesday, January 21, 2025
City Council Meeting**

**Council Chambers
3815 Sachse Road, Building B
6:30 PM**

City Council meetings are streamed live and available on-demand (<https://sachsetx.swagit.com/live>).

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

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

A. Meeting Opening

1. Call to Order: The City Council of the City of Sachse will hold a regular meeting on Tuesday, January 21, 2025, at 6:30 PM to consider the following items of business:
2. Invocation and Pledges of Allegiance.

B. Public Comment

The public is invited to address Council regarding any topic not already on the agenda for action or public hearing. **Comments regarding the Consent Agenda or any discussion-only items on the agenda may be addressed during this Public Comment section.** The time limit is three minutes per speaker. A Public Comment Card should be presented to the City Secretary prior to the meeting. According to the Texas Open Meetings Act, Council is prohibited from discussing any item not posted on the agenda but will take comments under advisement.

C. Council/Staff Reports and Updates

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

D. Consent Agenda

Consent Agenda items are routine or administrative in nature, have been discussed previously at a Council meeting, and/or do not warrant discussion. Council will act upon these items with one motion. There will be no separate discussion of these items unless a Councilmember requests the item be removed from the consent agenda. **If you have comments related to items on the Consent Agenda, please address them in the Public Comment section of the meeting.**

1. Approve the December 2, 2024, City Council meeting minutes.
2. Approve the December 16, 2024, City Council - Economic Development Corporation Board joint meeting minutes.
3. Accept the monthly revenue and expenditure report for the period ending November 30, 2024.
4. Adopt a resolution accepting and approving the Dallas County 2024 Tax Roll; resolving other matters relating to the subject; and providing an effective date.
5. Approve a resolution adopting the City of Sachse Legislative Priorities for the 89th Session of the Texas Legislature.

E. Action Items

Action items are for Council discussion and consideration for action. **The Mayor will invite comments before the Council votes.** A Public Comment Card should be given to the City Secretary prior to the start of the meeting.

1. Conduct a public hearing to consider and act on an ordinance amending the Code of Ordinances by amending Chapter 11 "Zoning," Section 11-3 "Planning and Zoning Commission," Subsection C "Rules and Regulations," by modifying Paragraph 2 related to public hearing notice distance requirement, adding a new Paragraph 3 related to zoning change sign posting requirements, and recodifying the former Paragraph 3 through 11 to the new Paragraphs 4 through 12; providing a conflicts clause; providing a repealing clause; providing a severability clause; providing a savings clause; providing for a penalty of fine not to exceed two thousand dollars (\$2,000.00); and providing for an effective date.
2. Discuss and consider authorizing the City Manager to enter into an agreement with Facility Solutions Group (FSG) for the installation of LED lighting at Salmon Park for an amount not to exceed Forty Thousand, Seven Hundred Twenty-Two and No/100 Dollars (\$40,722.00).

F. Discussion Items

These items are for Council and staff to discuss as needed. **Comments on Discussion Items should be addressed in the Public Comment Section of this meeting.**

1. Discuss the upcoming Street Maintenance Sales and Use Tax election on May 3, 2025.

G. Executive Session

1. The City Council shall convene into Executive Session pursuant to Texas Government Code Section §551.087 Economic Development Deliberations: Deliberate the offer of a financial or other incentive relating to the development of a project generally located along Ranch Road and Hwy 78, for Project Yellowstone.
2. The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.074 Personnel Matters: regarding the annual review of the City Secretary.

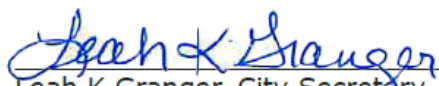
H. Action Resulting from Executive Session

Action items are for Council discussion and consideration for action. **The Mayor will invite comments before the Council votes.** A Public Comment Card should be given to the City Secretary prior to the start of the meeting.

1. Take any action as a result of Executive Session - deliberate the offer of a financial or other incentive relating to the development of Project Yellowstone.
2. Take any action as a result of Executive Session regarding the annual review of the City Secretary.

I. Adjournment

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


Leah K Granger, City Secretary

Posted: 01/16/2025 by 5 PM | Removed: _____

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

D. Consent Agenda

Subject: 1. Approve the December 2, 2024, City Council meeting minutes.

Meeting January 21, 2025 - City Council Meeting

Access Public

Type Action (Consent), Minutes

Fiscal Impact None

Recommended Action Approve the minutes as presented.

Goals

BACKGROUND

Minutes from the December 2, 2024, Council regular meeting.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Approve the minutes as presented.

File Attachments

1. CityCouncil_Regular_Minutes_12.02.2024-unsigned

CITY COUNCIL OF THE CITY OF SACHSE DECEMBER 2, 2024, MEETING MINUTES

The City Council of the City of Sachse held a regular meeting on Monday, December 2, 2024, at 6:30 PM at Sachse City Hall, 3815-B Sachse Road. Those present were: Mayor Jeff Bickerstaff, Mayor Pro Tem Brett Franks, Councilmember Michelle Howarth, Councilmember Frank Millsap, Councilmember Chance Lindsey, Councilmember Lindsay Buhler, Councilmember Matt Prestenberg.

A. Meeting Opening

1. Call to Order: The City Council of the City of Sachse will hold a regular meeting on Monday, December 2, 2024, at 6:30 PM to consider the following items of business:

Mayor Bickerstaff called the meeting to order at 6:30 PM.

2. Invocation and Pledges of Allegiance.

Mayor Pro Tem Franks offered the invocation and Councilmember Lindsey led the pledges.

B. Recognition

1. Present a proclamation to the Sachse High School Band recognizing their outstanding achievement of advancing to the 2024 UIL State Marching Band Contest in San Antonio.

Mayor Bickerstaff presented a proclamation to directors and drum majors of the Sachse High School Mustang Band to recognize their achievement of advancing to the 2024 UIL State Marching Band Contest.

C. Public Comment

The public is invited to address Council regarding any topic not already on the agenda for action or public hearing. **Comments regarding the Consent Agenda or any discussion-only items on the agenda may be addressed during this Public Comment section.** The time limit is three minutes per speaker. A Public Comment Card should be presented to the City Secretary prior to the meeting. According to the Texas Open Meetings Act, Council is prohibited from discussing any item not posted on the agenda but will take comments under advisement.

Sachse resident, Matthew Holboke, addressed the Council regarding the cost for Council's recent conference, the budget, and various projects.

D. Council/Staff Reports and Updates

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

Councilmember Prestenberg announced that the fall vaccination clinic on November 9 was a success. He encouraged people to come adopt pets, especially large dogs. Mayor Pro Tem Franks invited families to attend the family pickleball tournament and the final teen rise event. He also encouraged people to purchase the City of Sachse ornament on sale at the Community Center. Councilmember Lindsey reminded residents about pancakes with Santa on December 7 and the Police Department Chaplaincy toy drive through December 15.

Councilmember Millsap noted the mental health workshop at the Sachse Public Library on December 14, the book talk on December 18, and the teen weekend event on December 28.

City Manager Gina Nash announced achievements by David Garrett for earning his TCFP Fire Intermediate Certification and Angel Contreras for completing his TCEQ Wastewater Collection Operator II License. She thanked the Parks, Public Works, and Recreation teams for their work getting the Municipal Complex ready for Christmas. She provided an update on Bailey Road and encouraged residents to sign up for Bailey Road e-Newsletter on the City website.

Mayor Bickerstaff invited the public to join the fun at the Christmas Extravaganza on December 4. City offices will be closed in observance of the holidays on December 24, 25, and January 1. The inaugural Sachse Trail of Lights features a map of decorated homes and local businesses with holiday specials, creating a self-guided tour for families to enjoy. The map can be found on the City website. The Holiday Grease Roundup helps to keep Sachse's pipes free of clogs. Drop off used cooking oil and grease for free at Fire Station 1 or Fire Station 2 through January 12. The Police Department is hosting a holiday package service to protect deliveries through December 23. The Comprehensive Plan survey closes December 8. Volunteers are needed for Boards and Commissions; contact City Secretary Leah Granger for information. Mayor Bickerstaff also recognized Ms. Granger for completing certification to become a Texas Registered Municipal Clerk.

E. Consent Agenda

Consent Agenda items are routine or administrative in nature, have been discussed previously at a Council meeting, and/or do not warrant discussion. Council will act upon these items with one motion. There will be no separate discussion of these items unless a Councilmember requests the item be removed from the consent agenda. **If you have comments related to items on the Consent Agenda, please address them in the Public Comment section of the meeting.**

2. Accept the monthly revenue and expenditure report for the period ending October 31, 2024.
3. Accept the Quarterly Budget and Investment Reports for the quarter ending September 30, 2024.
4. Approve a resolution authorizing participation in the Texas Short Term Asset Reserve (TexSTAR) Program Investment Pool, designating authorized representatives, and providing for an effective date.
5. Approve a resolution authorizing participation in the Local Government Investment Pool (LOGIC), designating authorized representatives, and providing for an effective date.
6. Declare as surplus property and authorize the disposal of a 1996 Dodge RAM 3500 (Asset 298), 2002 GMC-W5500 (Asset 138), and 2010 E-One Typhoon (Asset 350) via online auction.

Councilmember Millsap requested item one on the consent agenda be removed for discussion.

Councilmember Howarth made a motion to approve consent agenda minus the first item. Councilmember Prestenberg seconded the motion, and it carried 7 - 0. None voted against.

F. Action Items

Action items are for Council discussion and consideration for action. **The Mayor will invite comments before the Council votes.** A Public Comment Card should be given to the City Secretary prior to the start of the meeting.

1. Approve the November 18, 2024, meeting minutes.

Councilmember Millsap requested this item be removed from the consent agenda. He noted a typo in item F1 of the November 18 minutes. Instead of "Councilmember Franks" the comments should read, "Councilmember Millsap recused himself..."

Councilmember Millsap made a motion to approve the minutes with the noted correction. Councilmember Howarth seconded the motion, and it carried 7 - 0. None voted against.

1. Discuss and consider authorizing the City Manager to execute an agreement with Baker Tilly Advisors Group, LP in an amount not to exceed Sixty-Six Thousand, Nine Hundred Ninety-Five and No/100 Dollars (\$66,995.00) to conduct a comprehensive compensation and classification study.

Director of Human Resources Jana Ventura provided background and overview of the classification analysis process. She noted that positions would be reviewed, not the individual people in the positions. If approved, Baker Tilly will provide a recommendation and a final report of the classifications and corresponding rates recommendation. The Human Resource (HR) team will be trained on how to maintain and update the resulting tool as needed. Jada Kent with Baker Tilly answered questions from the City Council.

Councilmember Millsap expressed concern about the cost. He would prefer to complete the study in-house. Ms. Nash explained that the City HR team is very lean and focuses on benefits, employee relations, and payroll and completing the study in-house would take away from existing responsibilities. Using a third party also gives employees confidence that the review is objective, not subjective.

The consensus among the other Councilmembers was for a third-party, data-driven study to assure validity and integrity. Ms. Nash noted that Councilmembers will review and provide input on the comparator cities during this process.

Councilmember Howarth made a motion to approve the item as presented. Councilmember Prestenberg seconded the motion, and it carried 6 - 1. Councilmember Millsap voted against it.

2. Discuss and consider authorizing the City Manager to execute a professional services agreement for the design of West Creek Lane (BP-21-B02) between the City of Sachse and Binkley Barfield | DCCM in the amount of Two Hundred Eighty-Two Thousand, Four Hundred Fifty and No/100 Dollars (\$282,450.00).

Director of Public Works and CIP Corey Nesbit noted that due to the updated funding cycle for the Bond 2021 program, this project can be addressed sooner than originally anticipated. City Engineer Cameron Cermin provided an overview of the West Creek Lane project, noting that it has reached the end of its life and cannot be sustained by patching and routine maintenance.

Sachse resident, Matthew Holboke, addressed the Council regarding details of the project.

Councilmember Buhler made a motion to approve the item as presented. Councilmember Howarth seconded the motion, and it carried 7 - 0. None voted against.

3. Consider authorizing the City Manager to execute a professional services agreement for the design of Williford Road (BP-21-B03) between the City of Sachse and LJA Engineering, Inc. in the amount of Eight Hundred Ninety-Nine Thousand, Six Hundred and No/100 Dollars (\$899,600.00).

Mr. Cermin provided an overview of the Williford Road project. Due to its age, the roadway, cannot be sustained by patching and routine maintenance. Councilmember Buhler asked if a barrier could be considered between the roadway and the ballfield to increase safety.

Sachse resident, Matthew Holboke, addressed Council regarding funding, details, and duration of the project.

Mr. Nesbit noted that design is estimated to be complete in 10 months. The intent is that the Bond 2021 Fund will completely cover the project; however, as the design progresses, it is possible that the Utility or Drainage Funds may be needed to supplement it.

Councilmember Lindsey made a motion to approve the item as presented. Councilmember Howarth seconded the motion, and it carried 7 - 0. None voted against.

G. Discussion Items

These items are for Council and staff to discuss as needed. **Comments on Discussion Items should be addressed in the Public Comment Section of this meeting.**

1. Receive the quarterly Bond 2021 update.

Ms. Nash reviewed the progress on the Bond 2021 projects approved by voters in November 2021.

H. Executive Session

1. The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.074 Personnel Matters: regarding the annual review of the City Manager.

Mayor Bickerstaff adjourned the Council to Executive Session at 7:49 PM.
The Council returned to Regular Session at 8:41 PM.

I. Action Resulting from Executive Session

Action items are for Council discussion and consideration for action. **The Mayor will invite comments before the Council votes.** A Public Comment Card should be given to the City Secretary prior to the start of the meeting.

1. Take any action as a result of Executive Session regarding the annual review of the City Manager.

Councilmember Howarth made a motion to authorize the Mayor to negotiate and execute a fifth amended and restated employment agreement for the City Manager to amend Section Three "Salary" to provide for a three percent increase in annual base salary, effective

December 2, 2024. Councilmember Buhler seconded the motion, and it carried 7 - 0. None voted against.

J. Adjournment

Mayor Bickerstaff adjourned the meeting at 8:42 PM.

Jeff Bickerstaff, Mayor

ATTEST:

Leah K Granger, City Secretary

D. Consent Agenda

Subject: 2. Approve the December 16, 2024, City Council - Economic Development Corporation Board joint meeting minutes.

Meeting January 21, 2025 - City Council Meeting

Access Public

Type Action (Consent), Minutes

Fiscal Impact None

Recommended Action Approve the minutes as presented.

Goals

BACKGROUND

Minutes from the December 16, 2024, City Council - Economic Development Corporation Board joint meeting.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Approve the minutes as presented.

File Attachments

1. CityCouncil-EconomicDevelopmentCorporationBoard_Joint_Minutes_12.16.2024-unsigned

CITY COUNCIL & EDC BOARD OF THE CITY OF SACHSE DECEMBER 16, 2024, JOINT MEETING MINUTES

The City Council & EDC Board of the City of Sachse held a joint meeting on Monday, December 16, 2024, at 6:00 PM at the Michael J. Felix Community Center, 3815-E Sachse Road. Those present were: Mayor Jeff Bickerstaff, Mayor Pro Tem Brett Franks, Councilmember Michelle Howarth, Councilmember Frank Millsap, Councilmember Chance Lindsey, Councilmember Lindsay Buhler, Councilmember Matt Prestenberg, EDC Board Members Scott McMurdie, Richard Chandler, Chinelo Nwanze, Joshua Frick, Christopher Decker.

Those absent were: Alan Bell.

A. Meeting Opening

1. Call to Order: The City Council of the City of Sachse and the Economic Development Corporation (EDC) Board will hold a joint meeting on Monday, December 16, at 6 PM to consider the following items of business:

Mayor Bickerstaff called the City Council to order at 6:01 PM.
President McMurdie called the EDC Board to order at 6:01 PM.

B. Executive Session

1. Executive Session pursuant to Texas Government Code Section 551.087: Economic Development Deliberations: Update regarding the mixed-use development of the 5th Street District project and consideration of a Master Development Agreement for the 5th Street District project.
2. Executive Session pursuant to Texas Government Code Section 551.087: Economic Development Deliberations: Discuss or deliberate commercial or financial information received and the offer of financial or other incentives relating to Evolve Biologics.

Mayor Bickerstaff adjourned the Council to Executive Session at 6:03 PM.
Mr. McMurdie adjourned the EDC Board to Executive Session at 6:03 PM.

C. Action Resulting from Executive Session

1. There will not be any action resulting from this Executive Session, and the Council and EDC Board will not be reconvening back into regular session.

D. Adjournment

Mayor Bickerstaff adjourned the City Council at 8:17 PM.
President McMurdie adjourned the EDC Board at 8:17 PM.

APPROVE:
City Council

Jeff Bickerstaff, Mayor

ATTEST:

Leah K Granger, City Secretary

APPROVE:
Economic Development Corporation Board

Scott McMurdie, President

ATTEST:

Jerod Potts,
Economic Development Director

D. Consent Agenda

Subject:	3. Accept the monthly revenue and expenditure report for the period ending November 30, 2024.
Meeting	January 21, 2025 - City Council Meeting
Access	Public
Type	Action (Consent)
Fiscal Impact	None
Recommended Action	Accept the monthly revenue and expenditure report for the period ending November 30, 2024.
Goals	Be a model of financial stewardship through growth management; responsible investment; and financial transparency.

BACKGROUND

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

POLICY CONSIDERATIONS

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

RECOMMENDATION

Accept the monthly revenue and expenditure report for the period ending November 30, 2024.

File Attachments

1. All Funds November 2024
2. Sales Tax Report December 2024

City of Sachse

Monthly Revenue and Expenditure Report

November 30, 2024 (Unaudited)

GENERAL FUND

		Current Month		17% of Year Completed		
	Annual Budget	Actual	YTD Actuals	YTD Actuals % of Budget	Note	
Revenue Summary						
Property Tax	\$ 18,171,765	\$ 434,491	\$ 735,848	4%	A	
Sales Tax	3,215,000	249,648	503,534	16%		
Franchise Fees	2,230,711	180,147	460,641	21%		
Licenses and Permits	1,100,500	16,504	49,248	4%	B	
Service Fees	1,791,920	97,797	251,857	14%		
Fines	260,000	30,355	56,155	22%	C	
Interest Income	670,000	23,565	51,730	8%	D	
Miscellaneous Income	716,781	48,041	139,072	19%	E	
Intergovernmental Revenue	1,646,291	135,255	270,510	16%		
Total Revenue	\$ 29,802,968	\$ 1,215,803	\$ 2,518,595	8%		
Expenditure Summary						
Animal Services	\$ 340,848	\$ 29,635	\$ 57,506	17%		
City Manager	1,062,408	91,002	173,795	16%		
City Secretary	315,001	14,312	61,575	20%		
Combined Services	226,718	9,495	370,929	164%	F	
Development Services	1,318,635	75,456	136,913	10%	G	
Engineering	405,518	34,133	62,555	15%		
Facilities Maintenance	748,046	71,332	144,179	19%		
Finance	1,011,392	100,364	229,206	23%	H	
Fire-Rescue	7,804,196	800,078	1,508,718	19%		
Human Resources	637,401	45,636	87,989	14%		
Information Technology	1,400,042	108,018	231,696	17%		
Library	876,453	56,132	148,307	17%		
Municipal Court	322,386	30,196	63,639	20%		
Neighborhood Services	423,804	31,025	64,996	15%		
Parks	1,640,990	151,891	282,745	17%		
Police	7,903,813	702,244	1,394,133	18%		
Recreation	885,750	72,847	221,655	25%	I	
Senior Activity Center	221,923	17,478	34,652	16%		
Streets	2,192,495	174,709	342,666	16%		
Total Expenditures	\$ 29,737,819	\$ 2,615,982	\$ 5,617,855	19%		
Revenue Over/(Under) Expenses	\$ 65,149	\$ (1,400,180)	\$ (3,099,261)		J	
Beginning Fund Balance October 1, 2024			\$ 9,155,612			

See following page for explanation of major variances

Explanation of General Fund Major Variances:

- A** Property Tax receipts peak in December and January
- B** Building permit activity trending lower due to timing of anticipated residential and commercial construction
- C** Municipal Court Fines "YTD Actuals % of Budget" trending to exceed budget due to increased volume
- D** Interest revenue trending low due to lower fund balance prior to receipt of bulk of property tax collections
- E** Miscellaneous Income collections trending high due to timing of TML Insurance recoveries and donation proceeds
- F** Insurance expense timing increases YTD % of Budget spent trend. Adjustments for vacancy savings throughout the year will decrease percent of budget spent
- G** Professional Services timing decreases YTD % of Budget spent trend
- H** Expenses exceed "YTD Actuals % of Budget" spend due to professional services, software licensing, and Property Appraisal Services expense timing
- I** Expenses exceed "YTD Actuals % of Budget" spend due to Special Events and Programs expenses
- J** Current Month Actual variance due to timing of revenue collections and expenses

City of Sachse

Monthly Revenue and Expenditure Report November 30, 2024 (Unaudited)

UTILITY FUND

		17% of Year Completed			
		Current Month		YTD Actuals	
	Annual Budget	Actual	YTD Actuals	% of Budget	Note
Revenue Summary					
Water Revenue	\$ 10,277,340	\$ 756,867	\$ 1,942,017	19%	
Sewer Revenue	6,817,161	601,145	1,216,420	18%	
Drainage Revenue	265,000	19,731	39,443	15%	
Fees	228,500	22,378	39,682	17%	
Interest Income	870,000	95,703	181,293	21%	
Intergovernmental Revenue	700,000	58,330	116,666	17%	
Total Revenue	\$ 19,158,001	\$ 1,554,152.57	\$ 3,535,521	18%	
Expenditure Summary					
Utility Administration	\$ 609,887	\$ 44,795	\$ 119,092	20%	
Water	11,017,382	834,179	1,565,397	14%	
Sewer	17,753,529	393,332	742,897	4%	A
Stormwater Projects	1,244,193	-	-	0%	B
Total Expenditures	\$ 30,624,991	\$ 1,272,306	\$ 2,427,386	8%	
Revenue Over/(Under) Expenses	\$ (11,466,990)	\$ 281,847	\$ 1,108,134		
Beginning Fund Balance October 1, 2024			\$ 24,216,444		

Explanation of Major Variances:

- A** Sewer expenses trending low due to timing of capital project expenses
- B** Stormwater Project expenses trending low due to timing of capital project expenses

City of Sachse

Monthly Revenue and Expenditure Report

November 30, 2024 (Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

	Annual Budget	Current Month		17% of Year Completed		Note
		Actual	YTD Actuals	YTD Actuals	% of Budget	
Revenue Summary						
Sales Tax	\$ 1,610,000	\$ 121,596	\$ 245,038		15%	
Other Income	16,000	-	-		0%	A
Interest Income	260,000	25,548	47,909		18%	
Total Revenue	\$ 1,886,000	\$ 147,144	\$ 292,947		16%	
Expenditure Summary						
Expenditures	\$ 2,180,980	\$ 280,070	\$ 377,886		17%	
Total Expenditures	\$ 2,180,980	\$ 280,070	\$ 377,886		17%	
Revenue Over/(Under) Expenses	\$ (294,980)	\$ (132,926)	\$ (84,938)			
Beginning Fund Balance October 1, 2024			\$ 6,538,381			

Explanation of Major Variances:

A Garland ISD grant and auction proceeds anticipated to be received later in the fiscal year

City of Sachse

Monthly Revenue and Expenditure Report

November 30, 2024 (Unaudited)

DEBT SERVICE FUND

	17% of Year Completed				Note
	Annual Budget	Current Month Actual	YTD Actuals	YTD Actuals % of Budget	
Revenue Summary					
Property Tax	\$ 7,732,361	\$ 184,947	\$ 311,130	4%	A
Interest Income	180,000	7,840	13,887	8%	B
Total Revenue	\$ 7,912,361	\$ 192,787	\$ 325,017	4%	
Expenditure Summary					
Fees	\$ 1,000	\$ -	\$ 1,980	198%	
Principal	4,975,000	-	-	0%	C
Interest	2,731,088	-	-	0%	D
Total Expenditures	\$ 7,707,088	\$ -	\$ 1,980	0%	
Revenue Over/(Under) Expenses	\$ 205,273	\$ 192,787	\$ 323,037		
Beginning Fund Balance October 1, 2024			\$ 1,593,646		

Explanation of Major Variances:

- A** Property Tax receipts peak in December and January
- B** Interest revenue will increase as fund balance increases with property tax collection revenue
- C** Principal payments are primarily due in February
- D** Interest payments are primarily due in February and August

City of Sachse

Monthly Revenue and Expenditure Report

November 30, 2024 (Unaudited)

MUNICIPAL DEVELOPMENT DISTRICT

	17% of Year Completed				
	Annual Budget	Current Month Actual	YTD Actuals	YTD Actuals % of Budget	Note
Revenue Summary					
Sales Tax	\$ 800,000	\$ 58,657	\$ 119,301	15%	
Interest Income	20,000	2,794	5,026	25%	A
Total Revenue	\$ 820,000	\$ 61,451	\$ 124,327	15%	
Expenditure Summary					
Expenditures	\$ 1,521,888	\$ 68,227	\$ 68,327	4%	B
Total Expenditures	\$ 1,521,888	\$ 68,227	\$ 68,327	4%	
Revenue Over/(Under) Expenses	\$ (701,888)	\$ (6,776)	\$ 56,000		
Beginning Fund Balance October 1, 2024			\$ 689,644		

Explanation of Major Variances:

- A** Interest revenue trending strong due to favorable interest rates
- B** Reflects J.K. Sachse Park construction expenditures in current reporting period

CITY OF SACHSE
2024/2025 SALES TAX REPORT

FY 2025								FY 2024	
Month	Economic Dev. Corp.	Municipal Dev. Dist.	Street Maint.	General Fund			Total ¹	General Fund	Total ¹
	0.50%	0.25%	0.25%	1.00%	Year-To-Date (YTD)	YTD % of Budget	YTD Growth Over Prior Yr	2.00%	Year-To-Date (YTD)
October	\$123,442	\$60,644	\$61,721	\$246,884	\$246,884	8%	12%	\$492,690	\$221,133
November	121,596	58,657	60,798	243,193	490,077	15%	-1%	\$484,245	496,825
December	117,901	57,089	58,950	235,802	725,878	23%	0%	\$469,742	723,756
January									957,558
February									1,276,839
March									1,481,361
April									1,675,566
May									2,005,676
June									2,277,542
July									2,517,004
August									2,806,283
September									3,046,597
TOTAL	\$362,939	\$176,390	\$181,470	\$725,878				\$1,446,677	\$6,078,270
BUDGET	\$1,610,000	\$800,000	\$810,000	\$3,180,000				\$6,400,000	\$5,730,000

Notes

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

D. Consent Agenda

Subject:	4. Adopt a resolution accepting and approving the Dallas County 2024 Tax Roll; resolving other matters relating to the subject; and providing an effective date.
Meeting	January 21, 2025 - City Council Meeting
Access	Public
Type	Action (Consent)
Fiscal Impact	None
Recommended Action	Adopt a resolution accepting and approving the Dallas County 2024 Tax Roll.
Goals	Be a model of financial stewardship through growth management; responsible investment; and financial transparency.

BACKGROUND

The Texas Property Tax Code, Section 26.09(e), requires the City Council to approve the appraisal roll with tax amounts entered by the assessor. The Dallas County Tax Assessor Collector provided the attached 2024 Tax Roll Summary with a total levy of \$17,841,925. The Dallas County Tax Assessor Collector performs tax collection for Sachse properties in Dallas County.

POLICY CONSIDERATIONS

Section 26.09(e) of the Texas Property Tax Code states that, "the assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amounts of tax entered as approved by the governing body constitutes the unit's tax roll."

RECOMMENDATION

Adopt a resolution accepting and approving the Dallas County 2024 Tax Roll.

File Attachments

1. Resolution_Accept and Approve Dallas County 2024 Tax Roll
2. Exhibit A_Dallas County 2024 Tax Roll Summary

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE,
TEXAS, ACCEPTING AND APPROVING THE 2024 TAX ROLL;
RESOLVING OTHER MATTERS RELATING TO THE SUBJECT; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Section 26.09(e) of the Texas Property Tax Code requires the City Council to approve the Tax Roll; and

WHEREAS, the City received notification from the Dallas County Tax Assessor Collector as to the Tax Roll jurisdiction summary as of October 1, 2024; and

WHEREAS, a summary statement of said 2024 Tax Roll is attached hereto as Exhibit A.

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

SECTION 1. All matters stated in the preamble of this Resolution are true and correct and are hereby incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2. The City Council of the City of Sachse, Texas, does hereby accept and approve the 2024 Tax Roll as submitted by the Dallas County Tax Assessor Collector.

SECTION 3. The attached Exhibit A constitutes the official City of Sachse 2024 Tax Roll for Dallas County, containing a tax levy of \$17,841,925.

SECTION 4. This Resolution is effective on the date of passage by the City Council.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the 21st day of January 2025.

CITY OF SACHSE, TEXAS

Jeff Bickerstaff, Mayor

ATTEST:

Leah K. Granger, City Secretary

EXHIBIT A



DALLAS COUNTY TAX OFFICE
JOHN R. AMES, CTA
TAX ASSESSOR/COLLECTOR

2024 TAX LEVY
CITY OF SACHSE

Summary of Certified Roll

Number of Parcels:	6,973	
Total Market Value		3,431,446,730
Capped Value Loss		(300,972,814)
Total Exemptions/AG Loss		(240,481,294)
Total Taxable Value		2,889,992,622

Adopted Tax Rates

Maintenance & Operations	0.456209
Interest & Sinking (Debt Rate)	0.194207
Total Tax Rate per/\$100	0.650416

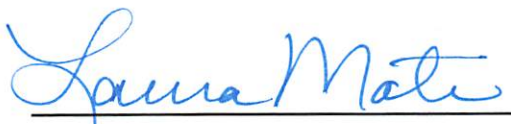
Tax Levy on Original Certified Roll

Maintenance & Operations	\$13,184,406
Interest & Sinking (Debt)	\$5,612,568
Levy prior to adjustment for Ceilings	\$18,796,974
Loss due to Ceilings	(\$958,043)
Rendition Penalty Adjustment	\$2,994
Adjusted Tax Levy	\$17,841,925

The calculations reported above are based upon certified data as provided by the Dallas Central Appraisal District (DCAD), and other CADs, where applicable. Levy calculations are derived by applying approved rates of taxation, as adopted by the governing bodies of the taxing entities. Combined, the Adjusted Tax Levy as set out above, represents the Tax Roll for the taxing entity. The calculations reported above are based upon current data only as provided by each respective entity, and do not take into consideration then-existing disputes regarding taxable values.

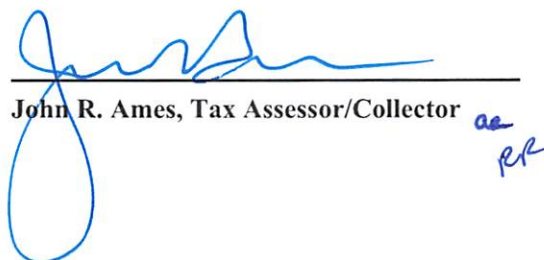
I, John R. Ames, Tax Assessor/Collector for Dallas County, do certify that the above information is true and correct to the best of my knowledge.

Sworn and subscribed before me, this 12 day of November, 2024.



Notary Public, STATE OF TEXAS




 John R. Ames, Tax Assessor/Collector *ae*
rk

D. Consent Agenda

Subject:	5. Approve a resolution adopting the City of Sachse Legislative Priorities for the 89th Session of the Texas Legislature.
Meeting	January 21, 2025 - City Council Meeting
Access	Public
Type	Action (Consent)
Fiscal Impact	None
Recommended Action	Approve a resolution adopting the City of Sachse Legislative Priorities for the 89th Session of the Texas Legislature.
Goals	Provide excellent government services to Sachse citizens.

BACKGROUND

The Texas Legislature operates under a biennial system and has convened for 140 days beginning January 14, 2025, for the 89th Regular Legislative Session. The City of Sachse adopts its legislative priorities in tandem with the start of each legislative session as a way to formally state its policy position on several key items expected to come up during the session. These legislative priorities then become an important communication piece for the City's representatives in Austin to understand Sachse's position on various matters that are expected to arise during the session.

The priorities presented for approval reflect Council's discussion at the September 3, 2024, meeting. **No changes are proposed to the Legislative priorities, therefore it was included on the Consent Agenda.**

POLICY CONSIDERATIONS

The City of Sachse uses its legislative priorities as a way to communicate important topics and positions to its representation in Austin during the Legislative Session.

RECOMMENDATION

Approve a resolution adopting the City of Sachse Legislative Priorities for the 89th Session of the Texas Legislature.

File Attachments

1. Resolution_Adopt Sachse Legislative Priorities - 89th Texas Legislature
2. City of Sachse Legislative Priorities

RESOLUTION NO. R-2025-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE,
TEXAS, ADOPTING THE CITY OF SACHSE'S LEGISLATIVE
PRIORITIES FOR THE 89TH SESSION OF THE TEXAS LEGISLATURE.**

WHEREAS, the City Council of the City of Sachse desires to adopt the attached Legislative Priorities of the City of Sachse for the 89th session of the Texas Legislature; and

WHEREAS, on Tuesday, January 14, 2025, the 89th Session of the Texas State Legislature convened in Austin, Texas; and

WHEREAS, during the 89th Session, it is anticipated that the Texas State Legislature will decide many significant issues that directly and indirectly impact the residents and business owners of the City of Sachse, their local government, and their quality of life;

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

SECTION 1. The City Council of the City of Sachse, Texas, hereby approves and adopts the City of Sachse Legislative Priorities for the 89th Legislative Session of the Texas State Legislature (Exhibit A).

SECTION 2. The Mayor and Council hereby direct the City Manager or their designee to distribute and communicate regarding the approved Legislative Priorities to its community partners and advocates, as appropriate.

SECTION 3. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the 21st day of January 2025.

CITY OF SACHSE, TEXAS

Jeff Bickerstaff, Mayor

ATTEST:

Leah K Granger, City Secretary

EXHIBIT “A”
CITY OF SACHSE LEGISLATIVE PRIORITIES
for the
89th LEGISLATIVE SESSION OF THE TEXAS STATE LEGISLATURE

City of Sachse Legislative Priorities

Support

- Legislation that protects our ability to make decisions that are best for our community.
- Legislation that expands regional transportation and mobility funding options.
- Legislation that helps create jobs through economic development opportunities.
- Legislation that supports school finance.
- Legislation that improves government access and transparency.
- Support legislation that provides grant funding and/or resources to protect local law enforcement officers and enhance their ability to serve.

Support the legislative programs of the partners below:

- Collin County
- Dallas County
- Garland Independent School District
- North Texas Commission
- North Texas Tollway Authority
- Regional Transportation Commission
- Texas Economic Development Association
- Texas Fire Chiefs Association
- Texas Municipal League
- Texas Police Chiefs Association
- Texas Recreation and Parks Society
- Wylie Independent School District

Oppose

- Legislation that imposes unfunded mandates on municipalities.
- Legislation that limits the ability for local governments to access revenues in their communities.
- Legislation that preempts local preferences on local policies.

E. Action Items

Subject:	1. Conduct a public hearing to consider and act on an ordinance amending the Code of Ordinances by amending Chapter 11 "Zoning," Section 11-3 "Planning and Zoning Commission," Subsection C "Rules and Regulations," by modifying Paragraph 2 related to public hearing notice distance requirement, adding a new Paragraph 3 related to zoning change sign posting requirements, and recodifying the former Paragraph 3 through 11 to the new Paragraphs 4 through 12; providing a conflicts clause; providing a repealing clause; providing a severability clause; providing a savings clause; providing for a penalty of fine not to exceed two thousand dollars (\$2,000.00); and providing for an effective date.
Meeting	January 21, 2025 - City Council Meeting
Access	Public
Type	Action, Discussion, Public Hearing
Fiscal Impact	None
Recommended Action	Approve the proposed zoning ordinance revisions.
Goals	Provide excellent government services to Sachse citizens.

BACKGROUND

The maintenance of existing ordinances is considered routine in order to provide a healthy and functioning regulatory framework that meets the needs of the community. Currently, the City's zoning notice requirements are out of alignment with State standard and best-practices for municipalities on zoning cases. As such, staff is proposing the following updates to the Zoning ordinance:

- Amend written notice requirement of zoning public hearing notices from 1,000 feet to 200 feet in accordance with state law; and
- Add the requirement for the placement of zoning public hearing signs on property for requested zoning cases.

The ongoing maintenance of regulations and the streamlining of processes and provisions are identified as tasks in the City's 2017 Comprehensive Plan.

At the January 13, 2025, regular meeting of the Planning and Zoning Commission, the Commission voted 5-1 to recommend approval of the proposed ordinance amendments.

POLICY CONSIDERATIONS

The Development Services Department is charged with facilitating development within Sachse by enacting standards that align with state law and the vision established by the City's Comprehensive Plan. Providing ongoing maintenance of City Ordinances contributes to this responsibility.

RECOMMENDATION

Approve the proposed zoning ordinance revisions.

File Attachments

1. Presentation_Zoning Notice Requirement Amendment_01.21.2025
2. Ordinance_Planning and Zoning Commission_Ch. 11 Zoning_REDLINE

Zoning Notice Requirement Amendment

City Council
January 21, 2025



Request

- Conduct a public hearing to consider and act on an ordinance amending Chapter 11 Zoning, Section 11-3, Subsection C & Chapter 11A Zoning Ordinance, Article 12, Section 3; providing a savings clause; providing for a penalty of fine not to exceed two thousand dollars (\$2,000.00); and providing for an effective date.

Background

- The ongoing maintenance of regulations and the streamlining of processes and provisions are identified as tasks in the City's 2017 Comprehensive Plan
- Proposed changes include amendments to the City's zoning ordinance



Proposed Changes

Amend written notice requirement from 1,000 feet to 200 feet

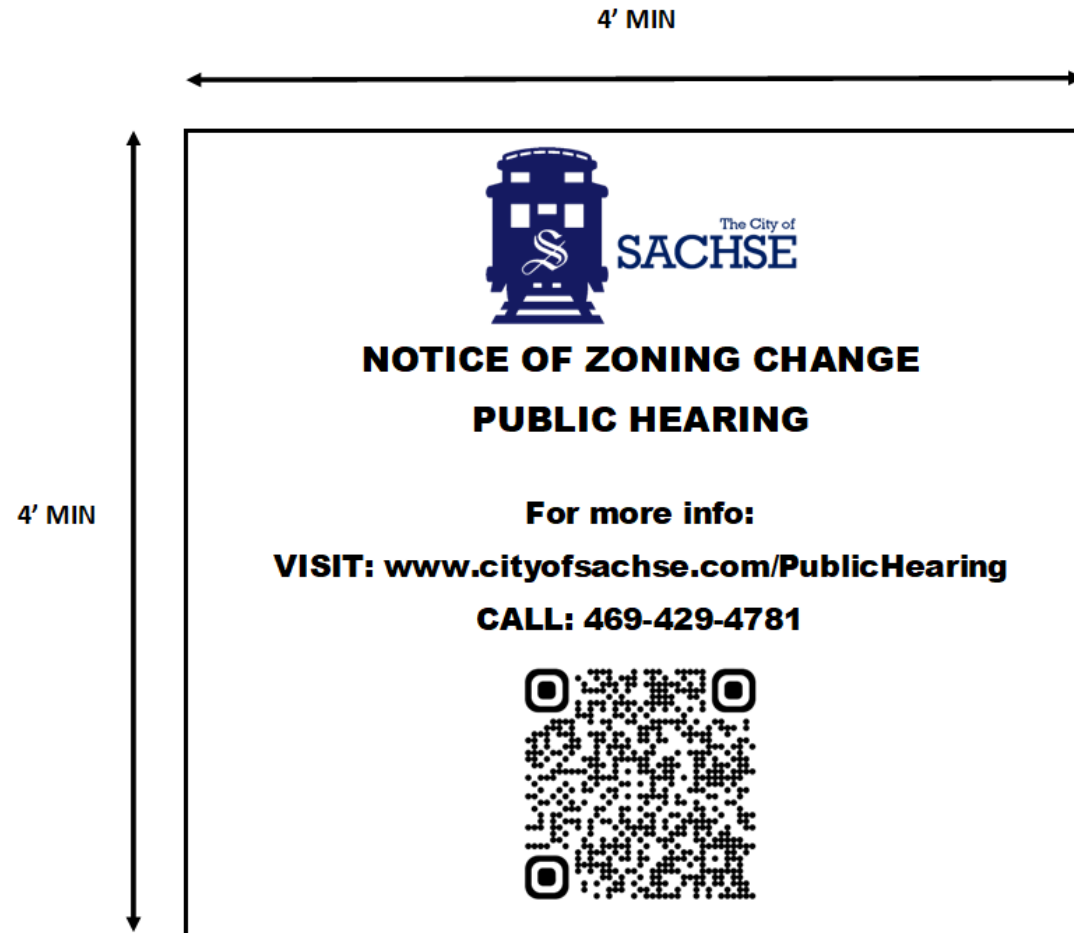
- State law requires that zoning and public hearing notices be sent to all persons owning property within 200 feet of the property being rezoned
- This will align notice requirements with state law as well as reduce mailing costs and staff time

Add requirement for the placement of zoning signs on property

- To provide for better overall notification, the creation of the requirement that zoning signs be placed on the subject property along the right-of-way would be added
- A standardized format will be provided for the applicant to follow, and it will be their responsibility to place and maintain all required signage throughout the public hearing process



Zoning Signs



- Creation of standardized format
- Applicant responsible for contracting with sign company to create and place signs on property
- Notarized affidavit required confirming signs were placed on property within specified timeframe

Recommendation

- At their January 13 regular meeting, the Planning & Zoning Commission voted 5-1 to recommend approval of the proposed zoning ordinance amendment

Questions?

ORDINANCE NO. O-2025-

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 11 “ZONING”, SECTION 11-3 “PLANNING AND ZONING COMMISSION,” SUBSECTION C “RULES AND REGULATIONS,” BY MODIFYING PARAGRAPH 2 RELATED TO PUBLIC HEARING NOTICE DISTANCE REQUIREMENT, ADDING A NEW PARAGRAPH 3 RELATED TO ZONING CHANGE SIGN POSTING REQUIREMENTS, AND RECODIFYING THE FORMER PARAGRAPHS 3 THROUGH 11 TO THE NEW PARAGRAPHS 4 THROUGH 12; PROVIDING A CONFLICTS CLAUSE; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That the City of Sachse Code of Ordinances is amended by amending Chapter 11 “Zoning”, Section 11-3 “Planning and zoning commission,” Subsection C “Rules and regulations,” by modifying paragraph 2, adding a new paragraph 3, and recodifying the former paragraphs 3 through 11 to the new paragraphs 4 through 12 to read in its entirety as follows:

**“CHAPTER 11
ZONING**

...

§ 11-3 Planning and zoning commission.

A. ...

C. Rules and regulations. The following rules and regulations are hereby adopted by the city for the making of applications for zoning changes and for the handling of public hearings before the city planning and zoning commission and the city council:

- (1) Applications for zoning changes must be made in writing and filed with the office of development services on a form approved by the city manager or his/her designee. The form to be used in making the application shall contain such information as may be required by the city manager or his/her designee.
- (2) Written notice of the public hearing shall be sent to property owners as required by law prior to the hearing by the planning and zoning commission. The notice shall

be mailed at least ten days prior to the hearing to all owners of property affected by the proposed change in the zoning by sending such notices to all persons owning property within 200 feet of the area of the proposed change of zoning. The notice shall be sent to persons whose names appear on the current tax roll.

- (3) All zoning changes or amendments, including zoning, rezoning, amendments to planned developments, specific use permits, and the like, shall be required to have an official sign posted prior to planning and zoning commission consideration and the sign maintained throughout the zoning change process.
- (a) The director of development services, or designee shall have the authority to determine if the notice posting on the subject property met the intent of the requirements contained herein.
- (b) Process. The following requirements shall apply to the posting of a zoning change sign:
- (i) The applicant shall be responsible for posting the required number of notification signs on the subject property at least seven (7) calendar days prior to the planning and zoning commission consideration of the application and for maintaining the required signs, until consideration by the city council ~~throughout the zoning change process~~.
- (ii) The applicant shall furnish an affidavit to the development services department no earlier than ~~on the Monday at~~ 8:00 a.m. on the seventh (7th) calendar day, ~~one week~~ prior to the ~~Monday~~ planning and zoning commission meeting, and no later than ~~by~~ 12:00 p.m. (noon) on the Wednesday fifth (5th) calendar day prior to the ~~Monday~~ planning and zoning commission meeting at which the public hearing is scheduled, certifying that the required sign was posted on the subject property on or before the seventh day prior to said commission meeting. A picture of the zoning sign(s) placed on the property shall be provided to the development services department for permanent record.
- (iii) Failure to post the sign at least seven (7) days prior to the planning and zoning commission public hearing shall result in the postponement of the zoning change consideration by the commission. The applicant shall be subject to an additional fee to republish and/or re-notify due to such postponement.
- (c) Maintenance of zoning change signs.

- (i) The applicant shall be responsible for maintaining the sign on the subject property throughout the zoning change process. The city is not responsible for monitoring the required zoning change signs.
 - (ii) Should the city discover through routine duties related to other aspects of their daily functions that the sign is not being maintained, a representative of the development services department shall contact the applicant to investigate and, if needed, correct the situationposting. An affidavit from the applicant certifying that the applicant has corrected the posting shall indicate that the intent of the posting requirement was met.
 - (iii) Failure to maintain the sign during the process shall not result in the postponement of the zoning change consideration so long as the applicant attempted to repair or replace damaged or missing signs upon notification.
 - (iv) The applicant shall be responsible for removing the sign from the subject property within two weeks of the final action by the city council.
- (d) Sign specifications: All required zoning change signs shall be official city signs.
 - (i) Zoning change signs shall be obtained through a designated contractor.
 - (ii) Costs of procuring, installing or replacing signs shall be at the applicant's expense.
 - (iii) All required signs shall be approximately four feet (4 ft.) by four feet (4 ft.) in size, as approved by the director of development services.
 - (iv) All required signs shall state the requested action, a telephone number at the city where additional information may be requested, and other information deemed relevant, as may be needed and as approved by the director of development services.
- (e) Sign locations.
 - (i) All required signs shall be posted in unobstructed view on private property and in a manner in which they can be clearly read from the public right-of-way.

- (ii) On tracts of land with frontage on public right-of-way greater than 250 feet, additional signs shall be posted so that each sign is no greater than approximately 200 feet apart.
 - (iii) On corner lots, a single sign may be posted at the intersection of the two streets if the frontage on either street does not exceed 250 feet.
- (4) The planning and zoning commission may investigate such application before or after public hearing so that the members may be fully acquainted with the subject property and the surrounding area. At the hearing, proponents and opponents shall be given full and adequate opportunity to present their respective views and the planning and zoning commission will, from their personal inspection, and evidence presented, makes its recommendation to the city council as to whether or not the zoning change or special use should be granted or denied, or any other disposition which the planning and zoning commission may deem proper. It shall be the duty of the chairman of the planning and zoning commission, or in his absence, the vice-chairman, assisted by the secretary and members of the planning and zoning commission present at the hearing, to prepare a report in writing, which shall consist of a resume of the evidence head by the planning and zoning commission and any facts which the planning and zoning commission may have gained by personal inspection of the premises and surrounding area involved, and to which shall be attached the recommendation of the planning and zoning commission shall then be filed with the city secretary for presentation to the city council.
- (5) When the planning and zoning commission has recommended that the application for a change of zoning be denied, the development services office shall notify the applicant of the recommendation of the planning and zoning commission and advise the applicant that if the applicant desires the matter to be presented to the city council for its consideration, the applicant shall notify the development services office within 30 days of his desire that the case be submitted to the city council for its consideration. In the event the applicant does not notify the office of development services in writing of his desire that the case be submitted to the city council for its consideration, no further action shall be taken. If such notice is given to the office of development services, the office of development services shall schedule the case for a hearing before the city council. Prior to the hearing before the city council, notice of such proposed hearing shall be published in the official newspaper of the city one time, at least 15 days prior to date of the hearing, such notice to give the time and place of the hearing, a description of the property, information as to the request made by the applicant and the recommendation of the planning and zoning commission. Prior to the hearings before the city council, the development services office shall deliver to the city council the report and recommendation of the planning and zoning commission.

- (6) At the time of the hearing before the city council, the applicant and opposition shall be given an opportunity to be heard in connection with the proposed change of zoning. After both the applicant and the opposition have been heard, the public hearing will be closed. After closing of the public hearing, the city council shall make a decision as to whether or not the proposed zoning change should be made as requested, or should be made in some modified form, or whether it should be denied with or without prejudice. In the event the city council votes to grant a zoning change a written ordinance shall be prepared for submission to the city council. No zoning change shall become effective until after a written ordinance granting such change has been prepared and duly adopted by the city council, and the caption of said ordinance published in the official newspaper, as the law in such cases provides.
- (7) Any zoning matter acted upon by the planning and zoning commission will not again be considered for a period of one year, except:
 - (a) At the request of, referral back or a denial without prejudice from the city council.
- (8) Action by the planning and zoning commission shall be considered only as a recommendation that the proposed zoning change be granted or denied. Any action or recommendation made by the planning and zoning commission shall be governed by the provisions of article 1011a or 1011j of Vernon's Revised Civil Statutes and the Comprehensive Zoning Ordinance of the city.
- (9) In the event a protest against such zoning change has been filed with the city secretary, duly signed by the owners of 20 percent or more either of the area included in the zoning change or of the land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, such amendment shall not become effective except by a three-fourths vote of the governing body.
- (10) In the event a request for zoning change to the planning and zoning commission is withdrawn following placement on the agenda thereof, said request shall be deemed disapproved and shall be so stated in the minutes.
- (11) In the event a recommendation for approval is forwarded to the city council by the planning and zoning commission and said request is withdrawn after placement on the city council agenda, said request shall be deemed disapproved and shall be so stated in the minutes.
- (12) In the event any request for zoning change is denied by vote of the city council or is denied by virtue of the provisions in subsections C(9) or C(10) of this section, said request shall not be resubmitted or considered by the planning and zoning

commission or the city council for a period of one year. Said period shall begin to run on the date any such disapproval is entered in the minutes by the city secretary.

...”

SECTION 2. That the City of Sachse Code of Ordinances is amended by amending Chapter 11 “Zoning”, Exhibit 11A "Zoning Ordinance", Article 12 “Changes and Amendments” by amending Section 3 “Public hearing before planning and zoning commission” to read as follows:

**“CHAPTER 11
ZONING**

...

**EXHIBIT 11A
ZONING ORDINANCE**

...

**Article 12
CHANGES AND AMENDMENTS**

...

§ 3 Public hearing before planning and zoning commission.

3.1. The planning and zoning commission shall hold a public hearing on any application for any amendments or change prior to making its recommendation and report to the city council. When any such amendment or change relates to a change in classification or boundary or a zoning district, written notice of public hearing before the planning and zoning commission on the proposed amendment or change shall be mailed to all owners of real property lying within ~~1,000~~200 feet of the property on which the change is requested. Such notice shall be given not less than ten days before the date set for hearing by depositing in the mail such notice properly addressed and postage paid to each taxpayer as the ownership appears on the last approved city tax roll. When any such amendment relates to a change of a zoning regulation or to the text of this ordinance not affecting specific property, notice of the public hearing of the planning and zoning commission shall be given by publication in a newspaper of general circulation in the City of Sachse without necessity of notifying property owners by mail. Such notice shall state the time and place for such hearing and the nature of the subject to be considered, which time shall not be earlier than ten days from the date of publication.

...”

SECTION 3. To the extent of any irreconcilable conflict with the provisions of this ordinance and other ordinances of the City of Sachse governing the use and development of the

Property and which are not expressly amended by this ordinance, the provisions of this ordinance shall be controlling.

SECTION 4. That all provisions of the Ordinances of the City of Sachse, Texas, in conflict with the provisions of this Ordinance be and the same are hereby, repealed, and that all other provisions of the Ordinances of the City of Sachse not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

SECTION 6. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Ordinances of the City of Sachse, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 7. That any person, firm, or corporation violating any provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 8. This ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas this the 21st day of January, 2025.

APPROVED:

Jeff Bickerstaff, Mayor

DULY ENROLLED:

Leah K Granger, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney

ORDINANCE NO. O-2025-

AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 11 “ZONING”, SECTION 11-3 “PLANNING AND ZONING COMMISSION,” SUBSECTION C “RULES AND REGULATIONS,” BY MODIFYING PARAGRAPH 2 RELATED TO PUBLIC HEARING NOTICE DISTANCE REQUIREMENT, ADDING A NEW PARAGRAPH 3 RELATED TO ZONING CHANGE SIGN POSTING REQUIREMENTS, AND RECODIFYING THE FORMER PARAGRAPHS 3 THROUGH 11 TO THE NEW PARAGRAPHS 4 THROUGH 12; AND BY AMENDING CHAPTER 11 “ZONING”, EXHIBIT 11A “ZONING ORDINANCE”, ARTICLE 12 “CHANGES AND AMENDMENTS” BY MODIFYING SECTION 3 “PUBLIC HEARING BEFORE PLANNING AND ZONING COMMISSION” RELATED TO PUBLIC HEARING NOTICE DISTANCE REQUIREMENT; PROVIDING A CONFLICTS CLAUSE; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That the City of Sachse Code of Ordinances is amended by amending Chapter 11 “Zoning”, Section 11-3 “Planning and zoning commission,” Subsection C “Rules and regulations,” by modifying paragraph 2, adding a new paragraph 3, and recodifying the former paragraphs 3 through 11 to the new paragraphs 4 through 12 to read in its entirety as follows:

**“CHAPTER 11
ZONING**

...

§ 11-3 Planning and zoning commission.

A. ...

C. Rules and regulations. The following rules and regulations are hereby adopted by the city for the making of applications for zoning changes and for the handling of public hearings before the city planning and zoning commission and the city council:

- (1) Applications for zoning changes must be made in writing and filed with the office of development services on a form approved by the city manager or his/her

designee. The form to be used in making the application shall contain such information as may be required by the city manager or his/her designee.

- (2) Written notice of the public hearing shall be sent to property owners as required by law prior to the hearing by the planning and zoning commission. The notice shall be mailed at least ten days prior to the hearing to all owners of property affected by the proposed change in the zoning by sending such notices to all persons owning property within 200 feet of the area of the proposed change of zoning. The notice shall be sent to persons whose names appear on the current tax roll.
- (3) All zoning changes or amendments, including zoning, rezoning, amendments to planned developments, specific use permits, and the like, shall be required to have an official sign posted prior to planning and zoning commission consideration and the sign maintained throughout the zoning change process.
 - (a) The director of development services, or designee shall have the authority to determine if the notice posting on the subject property met the intent of the requirements contained herein.
 - (b) Process. The following requirements shall apply to the posting of a zoning change sign:
 - (i) The applicant shall be responsible for posting the required number of notification signs on the subject property at least seven (7) calendar days prior to the planning and zoning commission consideration of the application and for maintaining the required signs, until consideration by the city council.
 - (ii) The applicant shall furnish an affidavit to the development services department no earlier than 8:00 a.m. on the seventh (7th) calendar day prior to the planning and zoning commission meeting, and no later than 12:00 p.m. (noon) on the fifth (5th) calendar day prior to the planning and zoning commission meeting at which the public hearing is scheduled, certifying that the required sign was posted on the subject property on or before the seventh day prior to said commission meeting. A picture of the zoning sign(s) placed on the property shall be provided to the development services department for permanent record.
 - (iii) Failure to post the sign at least seven (7) days prior to the planning and zoning commission public hearing shall result in the postponement of the zoning change consideration by the commission. The applicant shall be subject to an additional fee to republish and/or re-notify due to such postponement.

- (c) Maintenance of zoning change signs.
- (i) The applicant shall be responsible for maintaining the sign on the subject property throughout the zoning change process. The city is not responsible for monitoring the required zoning change signs.
 - (ii) Should the city discover through routine duties related to other aspects of their daily functions that the sign is not being maintained, a representative of the development services department shall contact the applicant to investigate and, if needed, correct the posting. An affidavit from the applicant certifying that the applicant has corrected the posting shall indicate that the intent of the posting requirement was met.
 - (iii) Failure to maintain the sign during the process shall not result in the postponement of the zoning change consideration so long as the applicant attempted to repair or replace damaged or missing signs upon notification.
 - (iv) The applicant shall be responsible for removing the sign from the subject property within two weeks of the final action by the city council.
- (d) Sign specifications: All required zoning change signs shall be official city signs.
- (i) Zoning change signs shall be obtained through a designated contractor.
 - (ii) Costs of procuring, installing or replacing signs shall be at the applicant's expense.
 - (iii) All required signs shall be approximately four feet (4 ft.) by four feet (4 ft.) in size, as approved by the director of development services.
 - (iv) All required signs shall state the requested action, a telephone number at the city where additional information may be requested, and other information deemed relevant, as may be needed and as approved by the director of development services.
- (e) Sign locations.

- (i) All required signs shall be posted in unobstructed view on private property and in a manner in which they can be clearly read from the public right-of-way.
 - (ii) On tracts of land with frontage on public right-of-way greater than 250 feet, additional signs shall be posted so that each sign is no greater than approximately 200 feet apart.
 - (iii) On corner lots, a single sign may be posted at the intersection of the two streets if the frontage on either street does not exceed 250 feet.
- (4) The planning and zoning commission may investigate such application before or after public hearing so that the members may be fully acquainted with the subject property and the surrounding area. At the hearing, proponents and opponents shall be given full and adequate opportunity to present their respective views and the planning and zoning commission will, from their personal inspection, and evidence presented, makes its recommendation to the city council as to whether or not the zoning change or special use should be granted or denied, or any other disposition which the planning and zoning commission may deem proper. It shall be the duty of the chairman of the planning and zoning commission, or in his absence, the vice-chairman, assisted by the secretary and members of the planning and zoning commission present at the hearing, to prepare a report in writing, which shall consist of a resume of the evidence head by the planning and zoning commission and any facts which the planning and zoning commission may have gained by personal inspection of the premises and surrounding area involved, and to which shall be attached the recommendation of the planning and zoning commission shall then be filed with the city secretary for presentation to the city council.
- (5) When the planning and zoning commission has recommended that the application for a change of zoning be denied, the development services office shall notify the applicant of the recommendation of the planning and zoning commission and advise the applicant that if the applicant desires the matter to be presented to the city council for its consideration, the applicant shall notify the development services office within 30 days of his desire that the case be submitted to the city council for its consideration. In the event the applicant does not notify the office of development services in writing of his desire that the case be submitted to the city council for its consideration, no further action shall be taken. If such notice is given to the office of development services, the office of development services shall schedule the case for a hearing before the city council. Prior to the hearing before the city council, notice of such proposed hearing shall be published in the official newspaper of the city one time, at least 15 days prior to date of the hearing, such notice to give the time and place of the hearing, a description of the property, information as to the request made by the applicant and the recommendation of the planning and zoning commission. Prior to the hearings before the city council, the

development services office shall deliver to the city council the report and recommendation of the planning and zoning commission.

- (6) At the time of the hearing before the city council, the applicant and opposition shall be given an opportunity to be heard in connection with the proposed change of zoning. After both the applicant and the opposition have been heard, the public hearing will be closed. After closing of the public hearing, the city council shall make a decision as to whether or not the proposed zoning change should be made as requested, or should be made in some modified form, or whether it should be denied with or without prejudice. In the event the city council votes to grant a zoning change a written ordinance shall be prepared for submission to the city council. No zoning change shall become effective until after a written ordinance granting such change has been prepared and duly adopted by the city council, and the caption of said ordinance published in the official newspaper, as the law in such cases provides.
- (7) Any zoning matter acted upon by the planning and zoning commission will not again be considered for a period of one year, except:
 - (a) At the request of, referral back or a denial without prejudice from the city council.
- (8) Action by the planning and zoning commission shall be considered only as a recommendation that the proposed zoning change be granted or denied. Any action or recommendation made by the planning and zoning commission shall be governed by the provisions of article 1011a or 1011j of Vernon's Revised Civil Statutes and the Comprehensive Zoning Ordinance of the city.
- (9) In the event a protest against such zoning change has been filed with the city secretary, duly signed by the owners of 20 percent or more either of the area included in the zoning change or of the land immediately adjoining the area covered by the proposed change and extending 200 feet from that area, such amendment shall not become effective except by a three-fourths vote of the governing body.
- (10) In the event a request for zoning change to the planning and zoning commission is withdrawn following placement on the agenda thereof, said request shall be deemed disapproved and shall be so stated in the minutes.
- (11) In the event a recommendation for approval is forwarded to the city council by the planning and zoning commission and said request is withdrawn after placement on the city council agenda, said request shall be deemed disapproved and shall be so stated in the minutes.
- (12) In the event any request for zoning change is denied by vote of the city council or is denied by virtue of the provisions in subsections C(9) or C(10) of this section,

said request shall not be resubmitted or considered by the planning and zoning commission or the city council for a period of one year. Said period shall begin to run on the date any such disapproval is entered in the minutes by the city secretary.

...”

SECTION 2. That the City of Sachse Code of Ordinances is amended by amending Chapter 11 “Zoning”, Exhibit 11A "Zoning Ordinance", Article 12 “Changes and Amendments” by amending Section 3 “Public hearing before planning and zoning commission” to read as follows:

**“CHAPTER 11
ZONING**

...

**EXHIBIT 11A
ZONING ORDINANCE**

...

**Article 12
CHANGES AND AMENDMENTS**

...

§ 3 Public hearing before planning and zoning commission.

3.1. The planning and zoning commission shall hold a public hearing on any application for any amendments or change prior to making its recommendation and report to the city council. When any such amendment or change relates to a change in classification or boundary or a zoning district, written notice of public hearing before the planning and zoning commission on the proposed amendment or change shall be mailed to all owners of real property lying within 200 feet of the property on which the change is requested. Such notice shall be given not less than ten days before the date set for hearing by depositing in the mail such notice properly addressed and postage paid to each taxpayer as the ownership appears on the last approved city tax roll. When any such amendment relates to a change of a zoning regulation or to the text of this ordinance not affecting specific property, notice of the public hearing of the planning and zoning commission shall be given by publication in a newspaper of general circulation in the City of Sachse without necessity of notifying property owners by mail. Such notice shall state the time and place for such hearing and the nature of the subject to be considered, which time shall not be earlier than ten days from the date of publication.

...”

SECTION 3. To the extent of any irreconcilable conflict with the provisions of this ordinance and other ordinances of the City of Sachse governing the use and development of the Property and which are not expressly amended by this ordinance, the provisions of this ordinance shall be controlling.

SECTION 4. That all provisions of the Ordinances of the City of Sachse, Texas, in conflict with the provisions of this Ordinance be and the same are hereby, repealed, and that all other provisions of the Ordinances of the City of Sachse not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

SECTION 6. An offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Ordinances of the City of Sachse, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 7. That any person, firm, or corporation violating any provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 8. This ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas this the 21st day of January 2025.

APPROVED:

Jeff Bickerstaff, Mayor

DULY ENROLLED:

Leah K Granger, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney

E. Action Items

Subject:	2. Discuss and consider authorizing the City Manager to enter into an agreement with Facility Solutions Group (FSG) for the installation of LED lighting at Salmon Park for an amount not to exceed Forty Thousand, Seven Hundred Twenty-Two and No/100 Dollars (\$40,722.00).
Meeting	January 21, 2025 - City Council Meeting
Access	Public
Type	Action, Discussion
Fiscal Impact	Yes
Dollar Amount	\$40,722.00
Budgeted	No
Budget Source	Reserve Funds
Recommended Action	Consider authorizing the City Manager to enter into an agreement with Facility Solutions Group (FSG) for the installation of LED lighting at Salmon Park for an amount not to exceed Forty Thousand, Seven Hundred Twenty-Two and No/100 Dollars (\$40,722.00).
Goals	Strategically invest in the City's existing and future infrastructure.

BACKGROUND

This project was brought to the City by FSG to upgrade the outdated lighting at Salmon Park to LED light fixtures. There are 26 fixtures that would be replaced with LED lighting. The new lighting would be compatible with the current light controls through Musco Systems and would save the City in electrical and maintenance costs.

POLICY CONSIDERATIONS

FSG is part of the Buyboard Purchasing Cooperative, which is included in Resolution 4094, authorizing participation in various cooperative purchasing programs in accordance with the City's procurement policies and procedures. City policy authorizes purchase from a purchasing authority or cooperative in accordance with State Law. Cooperative purchasing, pursuant to Chapter 791 of the Texas Government Code and Section 271 Subchapter F of the Local Government Code, so satisfies any State Law requiring local governments to seek competitive bids for items.

RECOMMENDATION

Consider authorizing the City Manager to enter into an agreement with Facility Solutions Group (FSG) for the installation of LED lighting at Salmon Park for an amount not to exceed Forty Thousand, Seven Hundred Twenty-Two and No/100 Dollars (\$40,722.00).

File Attachments

1. Presentation_Salmon Park Lighting Project
2. Contract_FSG_Salmon Park Lighting Update



*lighting > electrical > energy
technology > signs*



The City of
SACHSE

City of Sachse

Salmon Park Ballfield Lighting Retrofit

Project Overview

January 21, 2025

Agenda

- Opportunities for Sachse
- Salmon Park Proposed Solution
- Financial & Other Benefits
- Questions & Comments



Dedicated to Lighting & Electrical Services

LIGHTING

LED, Retrofit, MRO,
Horticultural,
Disinfection, Design

ELECTRIC

Service, Repair, Maintenance,
Construction, Backup Power,
Disaster Recovery

SIGNAGE

Fabrication & Repair,
Digital, Infrastructure,
Menu Boards

CONTROLS

Smart Building, IoT,
Lighting Controls,
Building Automation

PROGRAMS

Project, Rollouts, Finance,
LaaS, Rebates, Warranty

TECHNOLOGY

Low Voltage, A/V,
Security, Live View,
Weapons Protection



Lighting



Electric



Signs



Technology



Controls



EV Charging



Solar

FSG.COM
(866) 865-7553

Sports Lighting Opportunities

➤ Salmon Park

- ✓ *1 Ballfield with aged lighting system*

➤ Reduce Annual Operating Costs

- ✓ *Electrical*
 - *Demand*
 - *Consumption*
- ✓ *Maintenance*

Proposed Solution

➤ Salmon Park

- ✓ *Upgrade light fixtures to LED technology*
- ✓ *Upgrade all 26 fixtures*
- ✓ *Improve light levels 18% to 217%*
- ✓ *New lights compatible with current controls*



Financial & Other Benefits

➤ **Estimated First Year Savings**

- ✓ *Electrical savings: \$5,849*
- ✓ *Maintenance savings: \$500*
- ✓ *First year savings: \$6,349*

➤ **Cost**

- ✓ *Project cost: \$40,722*
- ✓ *Estimated rebate: \$4,913*
- ✓ *Net project cost: \$35,809*

➤ **Benefits**

- ✓ *Net savings over 10 years: \$35,321*
- ✓ *Reduce burden on maintenance*
- ✓ *Improved reliability*
- ✓ *Reduced light trespass*
- ✓ *Pays for itself in 5.64 years*

Questions & Comments



The City of
SACHSE

CITY OF SACHSE, TEXAS

Salmon Park Lighting Upgrade

Facility Solutions Group

January 2025

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CITY OF SACHSE, TEXAS

This Agreement is made by and between the City of Sachse, Texas ("City") and **FSG Electric** ("Contractor") (each a "Party" and collectively the "Parties") for the Salmon Park Lighting Upgrade, Dallas and Collin Counties, Texas (the "Project"), the City and the Contractor hereby agreeing as follows:

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 THE CONTRACT

1.1.1 The Contract between the City and the Contractor, of which this agreement (sometimes referred to herein as the "Contract") is a part, consists of the Contract Documents. It shall be effective on the date this Contract is executed by the last party to execute it.

1.2 THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents shall consist of the following items:

- A. This Contract;
- B. The Contractor's Scope of Work provided to the City (attached as Exhibit "A").

1.3 ENTIRE AGREEMENT

1.3.1 This Contract, together with the Contractor's performance and payment bonds for the Project, all General Conditions, Special Conditions, Plans and Specifications, and Addenda attached thereto, constitute the entire and exclusive agreement between the City and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations, and negotiations, if any, between the City and the Contractor not expressly made a part hereof.

1.4 NO PRIVACY WITH OTHERS

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.

1.5 INTENT AND INTERPRETATION

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied, or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, per its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, per its common and customary usage.

1.5.4 The word "City" includes the City of Sachse, Texas, a municipal corporation, and its public officials, officers, employees, agents, and employees. The word "Contractor" includes the Contractor and its officers, employees, agents, and representatives. The word "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence, or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, the Product

Data, and any Plans and Specifications, and shall give written notice to the City of any inconsistency, ambiguity, error, or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the City or the Engineer of the Contract Documents, Shop Drawings, or Product Data, shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The City has requested the Engineer to only prepare documents for the Project, including the Drawings, Plans, and Specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed, and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated, and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been or are hereby made. Further, the Contractor represents and warrants that it has had a sufficient opportunity to inspect the Project site and assumes any and all responsibility for inadequacies or ambiguities in the plans, drawings, or specifications as well as for latent conditions of the site where the work is to be performed, subject to the terms and conditions of Subparagraph 8.3.3.

1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern, as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.6 OWNERSHIP OF CONTRACT DOCUMENTS

1.6.1 The Contract Documents, and each of them individually and collectively, shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in

no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

ARTICLE II

THE WORK

2.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from this Contract.

2.2 WORK

2.2.1 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance, and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, permits and licenses required of the Contractor, power, water, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows:

Detailed Project Description, as set forth in Exhibit "A".

2.2.2 The Contractor shall be responsible for paying for and procuring all materials and labor and furnishing all services necessary or appropriate for the full performance of the Work and for the full completion of the Project. All materials shall be new, and materials and workmanship shall be of good quality. Upon request, the Contractor shall furnish satisfactory proof of the type, kind, and quality of materials.

ARTICLE III

CONTRACT TIME

3.1 SUBSTANTIAL COMPLETION

3.1.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the City can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose, even though minor miscellaneous work and/or adjustment may be required.

3.2 TIME

3.2.1 The Contractor shall commence the Work upon receipt of a written Notice to Proceed and shall achieve Substantial Completion of the Work no later than ninety (90) calendar days from the date specified in the Notice to Proceed. The term "calendar days" shall mean any and all days of the week or month, no days being excepted. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time" and the "scheduled completion date." The execution of this Contract by the Contractor constitutes an agreement that adequate time has been allotted for this Contract, given the Contract Price.

3.2.2 Work may proceed on any day of the week, including weekends, and at any time of the day. However, work shall not occur on such days or at such times as, in the City's or Engineer's discretion, may be a violation of noise or environmental regulations or ordinances, or when the presence of workers, equipment or materials may create an abnormally hazardous condition.

3.2.3 The Contractor shall submit and comply with construction schedules establishing completion timelines and deadlines for each component of the Project. Construction schedules shall be submitted to and approved by the Engineer and the City on a regular basis as required by the Contract Documents. If no reference is made to construction schedules in the Contract Documents, then construction schedules shall be submitted with each Application for Payment.

3.3 TIME IS OF THE ESSENCE

3.3.1 The scheduled completion date is based on public necessity. The scheduled completion date is factored into and is a material component of the Contract Price. All limitations of time set forth in the Contract Documents are of the essence of this Contract.

3.3.2 TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE WORK AND THE COMPLETION OF THE PROJECT ON OR BEFORE THE SCHEDULED COMPLETION DATE. THE SCHEDULED COMPLETION DATE IS A DEADLINE. THE CITY EMPLOYS A ZERO-TOLERANCE POLICY REGARDING THE TIME FOR COMPLETION. The time for completion is an essential and material term of this Contract and the Contractor's failure to achieve substantial completion on the date stated herein, to comply with work

schedules, or achieve milestones in approved construction schedules, shall be a material breach and default of this Contract.

3.3.3 It is contemplated by the Parties that the progress of the Work may be delayed by certain conditions beyond the control of the Parties; these delays have been contemplated by the Parties and considered in the time allotted for performance specified herein and in the contract price and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors or of utilities that may be performing work at the Project site unrelated to this Contract. These delays have been considered and included in the determination of the scheduled completion date and the Contract Price.

3.4 LIQUIDATED DAMAGES

3.4.1 ~~(NA) The Contractor shall pay the City the sum of Dollars (\$) per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. If the Contractor has submitted a Statement of Delay with the appropriate Application for Payment as required by Subparagraph 5.1.3, and/or has complied with the notice and Change Order requirements of this Contract, the Engineer shall have sole discretion to determine whether a delay is excused or unexcused and the Engineer's determination thereof shall be final and binding on the parties~~

3.5 NO DAMAGES FOR DELAY; NO BACK-CHARGES; DAMAGE WAIVER

3.4.1 No claim shall be made by the Contractor to the City, and no damages, costs or extra compensation

shall be allowed or paid by the City to the Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Contract. The Contractor's sole remedy in the event of any delay or hindrance, regardless of cause, shall be to request time extensions by written change orders as provided for hereinafter. The failure to seek or obtain a change order for time extension shall be deemed a waiver thereof and the Contractor shall be regarded as having made a determination that the delay will not affect the completion of the Work. Should the Contractor be delayed by an act of the City, or should the City order a stoppage of the Work for sufficient cause unrelated to any act or omission of the Contractor, an extension of time shall be granted by the City by Change Order upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

3.4.2 The City shall have the authority to suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable conditions considered unfavorable for the proper prosecution of the Work or for the failure of the Contractor to carry out instructions from the City or the City's representative. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, the Contractor shall properly protect the site and the Work from damage, loss or harm. The Contractor shall not be compensated for periods of delay caused by a suspension of the Work by the City. If Work is suspended due to unsuitable conditions through no fault of the Contractor, an extension of time shall be granted by the City by Change Order upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

3.4.3 The Contractor shall not have or assert any claim against the City for damages or back-charges of any kind for any reason, including but not limited to claims for Extra Work, damages, economic loss, additional costs, unknown latent site conditions, and refusals by the City to grant extensions of time, unless supported and authorized by a written Change Order or separate agreement signed by all Parties. The Contractor, in entering into this Contract, hereby waives, releases, quitclaims, discharges and holds harmless the City from and against any and all claims, damages, liabilities and losses, save and except those arising under Paragraph 12.2 of this Contract.

ARTICLE IV

CONTRACT PRICE

4.1 THE CONTRACT PRICE

4.1.1 The City shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the total Fee Not to Exceed Forty Thousand, Seven Hundred Twenty-Two and 00/100 Dollars (\$40,722.00), as set forth in Exhibit "A".

The sum set forth in this Paragraph 4.1. shall constitute the Contract Price which shall not be modified except by written Change Order as provided in this Contract, or the assessment of liquidated damages.

ARTICLE V

PAYMENT OF THE CONTRACT PRICE

5.1 PAYMENT PROCEDURE

5.1.1 The City shall pay the Contract Price to the Contractor as provided below.

5.1.2 APPLICATION FOR PAYMENT - On or before the 25th day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the 15th day of the month to the City in such form and manner as the City may require. The Contractor may request payment for that portion of the Contract Price properly allocable to Contract requirements properly provided and to labor, materials and equipment properly incorporated in the Work, less retainage of 5% of each pay request and less the total amount of previous payments received from the City. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the City will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The City shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following the City's receipt and approval of each Application for Payment.

The amount of each partial payment shall be the amount certified for payment by the City less such amounts, if any, otherwise owing by the Contractor to the City or which the City shall have the right to withhold as authorized by this Contract. The Contractor shall submit Applications for Payment to:

City of Sachse
Attn: Director of Leisure Services
3815-B Sachse Road
Sachse, Texas 75048
Phone: (972) 429-7600

5.1.3 STATEMENT OF DELAY - Each Application for Payment shall include a Statement of Delay showing the number of days lost due to inclement weather, conflicts with other City contractors, utilities, or design specifications, or other proper reasons. The failure to submit the Statement of Delay shall be a waiver of any claim for additional days or extensions of the scheduled completion date.

5.1.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City when installed at the Project site, regardless of the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.1.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall provide written notice to the Contractor. If the Contractor fails to cure such payment issues within ten (10) days of receipt of City's notice, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

5.1.6 No progress payment, nor any use or occupancy of the Project by the City, shall be interpreted to constitute an acceptance of any Work not in strict compliance with this Contract.

5.2 WITHHELD PAYMENT

5.2.1 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:

- (a) defective Work not remedied by the Contractor or, in the opinion of the City, likely to be remedied by Contractor;
- (b) claims of third parties against the City or the City's property;
- (c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- (e) evidence that the Work will not be completed in the time required for substantial or final completion (final completion meaning the full and final completion of all the Work called for by this Contract and final acceptance by the City and Engineer);
- (f) persistent failure to carry out the Work in accordance with the Contract;
- (g) damage to the City or a third-party to whom the City is, or may be, liable; or
- (h) failure to submit an updated project schedule in accordance with Subparagraph 3.2.3.

In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this Subparagraph 5.2.1, the Contractor shall promptly comply with such demand. The City shall have no duty to third parties to withhold payment to the Contractor and shall incur no liability for a failure to withhold funds.

5.3 UNEXCUSED FAILURE TO PAY

5.3.1 If within twenty (20) days after the date established herein for payment to the Contractor by the City, the City, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after ten (10) additional days' written notice to the City and the

Engineer, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the City have been received. Late payments shall not accrue interest or other late charges.

5.4 CERTIFICATE OF SUBSTANTIAL COMPLETION

5.4.1 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Engineer a list of items to be completed or corrected. When the Engineer and the City on the basis of an inspection determine that the Work is in fact substantially complete, the Engineer will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the City and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. In no event, however, shall the date of Final Completion be delayed. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work; however, the maintenance bond required herein, and the assurances given thereunder, shall commence on and from the date of final acceptance of the work by the City. The Certificate of Substantial Completion shall be submitted to the City and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

5.5 COMPLETION AND FINAL PAYMENT

5.5.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the City and the Engineer thereof in writing. Thereupon, the Engineer will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Engineer will promptly issue a final Certificate for Payment certifying to the City that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the City from the Contractor's final payment.

5.5.2 The Contractor shall not be entitled to final payment unless and until it submits to the Engineer its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the

Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Engineer or the City; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.

5.5.3 The City shall make final payment of all sums due the Contractor within thirty (30) days of the City's execution of a final Certificate for Payment.

5.5.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5.5.5 Under no circumstance shall the Contractor be entitled to receive interest on any payments or monies due the Contractor by the City, whether the amount on which the interest may accrue is timely, late, wrongfully withheld, or an assessment of damages of any kind.

ARTICLE VI

CITY

6.1 INFORMATION, SERVICES AND THINGS REQUIRED FROM CITY

6.1.1 The City shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the City does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor. The City shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the City shall obtain all approvals, easements, and the like required for

construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.1.3 The City shall furnish the Contractor, free of charge, two copies of the Contract Documents for execution of the Work.

6.2 RIGHT TO STOP WORK

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, if the Contractor fails to meet milestones set forth in approved construction schedules, if the City has sufficient reason to believe that the Contractor is not and will not complete the Project by the scheduled completion date, or if the best interests of the public health, safety or welfare so require, the City may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 CITY'S RIGHT TO PERFORM WORK

6.3.1 If the Contractor's Work is stopped by the City under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the City that the cause of such stoppage will be eliminated or corrected, then the City may, without prejudice to any other rights or remedies the City may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the City, the Contractor shall pay the difference to the City.

6.4 PROJECT MANAGER

6.4.1 The City shall designate a Project Manager to serve as the City's representative to observe the Work during the Term of this Contract.

6.4.1.1 The Project Manager, or designee, shall have the authority to:

- (a) act on behalf of the City to the extent expressly provided in this Contract or otherwise in writing;
- (b) stop the Work if, in the Project Manager's sole discretion, to prevent improper execution of the Work on the Project or otherwise to protect the interests of the City;
- (c) approve and direct the sequence of execution and general conduct of the Work and direct that changes be made in such sequence if, in the Project Manager's sole discretion, public necessity or welfare, the interest of the City or the progress of the Work shall require. Such approval shall not relieve or diminish the responsibility of the Contractor for or in the conduct of the Work;
- (d) determine the amount, quality, acceptability and fitness of all work, materials and equipment required by the Contractor; and
- (e) decide all questions which arise in relation to the Work, the execution thereof, and the fulfillment of this Contract.

ARTICLE VII

CONTRACTOR

7.1 MUST FOLLOW CONTRACT

7.1.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data, or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to the Engineer, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 PROSECUTION OF WORK

7.2.1 The Contractor shall perform the Work strictly in accordance with this Contract.

7.2.2 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the City for any and all acts or omissions of the

Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.2.3 The Contractor shall give adequate attention to the faithful prosecution of the Work and the timely completion of this Contract, with authority to determine the manner and means of performing such Work, so long as such methods insure timely completion and proper performance.

7.2.4 The Contractor shall exercise all appropriate means and measures to insure a safe and secure jobsite in order to avoid and prevent injury, damage or loss to persons or property.

7.2.5 The City will not interfere with the Contractor's manner and means of performing the Work. However, the City's insistence on strict compliance with the Contract shall not be regarded as an interference with the Contractor's manner and means. In the event that any part of the Work is not in strict compliance with the Contract, the Contractor is and shall be estopped from claiming any interference by the City or Engineer with the Contractor's manner and means of performing that part of the Work.

7.3 WARRANTY

7.3.1 The Contractor warrants to the City that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective. THE CONTRACTOR WARRANTS AND GUARANTIES THAT IT SHALL COMPLETE THE WORK AND ACHIEVE SUBSTANTIAL COMPLETION BY THE SCHEDULED COMPLETION DATE, STRICTLY IN ACCORDANCE WITH THIS CONTRACT. DEFECTIVE WORK OR MATERIALS SHALL BE FIXED, REPAIRED OR REPLACED FREE OF CHARGE OR COST TO THE CITY.

7.3.2 The Contractor shall provide written warranty and guarantee of all Work performed under this Contract against defects in materials, equipment or workmanship for a period of two (2) years from the date of Final Acceptance as that term is defined in Section 5.5. The Contractor shall also provide any additional warranties and guarantees of the Work items and components as specified in individual

sections of the Specifications and as offered by the manufacturer.

7.4 PERMITS; FEES; LICENSES

7.4.1 The Contractor shall obtain and pay for all permits, fees, and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.5 SUPERVISION

7.5.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the City or the Engineer.

7.5.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

NAME	FUNCTION
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the City agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.5.2 as though such individuals had been listed above.

7.6 WORK SCHEDULE

7.6.1 The City and the Contractor shall develop an acceptable Baseline Schedule under which the Contractor shall be required to comply in order to achieve Substantial Completion as set forth under Article III.

7.6.2 The Contractor's schedule for completing the Work and any revised schedules, shall demonstrate achievement of substantial completion by the scheduled completion date. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.6 shall constitute a default and a material breach of this Contract.

7.7 ON-SITE DRAWINGS

7.7.1 The Contractor shall continuously maintain at the site, for the benefit of the City and the Engineer, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the City and Engineer the approved Shop Drawings, Product Data, Samples, and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the City.

7.8 RECORD DRAWINGS/PLANS, AS-BUILT PLANS, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

7.8.1 The Contractor shall submit, with each Application for Payment, As-Built plans for any and each part or portion of the Project that varies from the Engineer's plans and specifications and the Contract Documents.

7.8.2 Shop Drawings, Product Data, Samples, and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.8.3 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data, or Samples unless and until such submittal shall have been approved by the Engineer. Approval by the Engineer, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

7.9 CLEANING THE SITE AND THE PROJECT

7.9.1 The Contractor shall keep the site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the site and the Project and remove all waste, rubbish, temporary structures, and other materials together with all of the Contractor's property therefrom. Contractor shall dispose of all refuse at a Texas Natural Resource Conservation Commission approved landfill. The

Contractor shall further restore all property damaged during the prosecution of the Work and shall leave the site in a clean and presentable condition. No additional payment shall be made by the City for this work, the compensation having been considered and included in the contract price.

7.10 ACCESS TO WORK AND INSPECTIONS

7.10.1 The City and the Engineer shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested. When reasonably requested by the City or the Engineer, the Contractor shall perform or cause to be performed such testing as may be necessary or appropriate to insure suitability of the jobsite or the Work's compliance with the Contract requirements.7.11 Indemnity and Disclaimer

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

7.11.2 IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE CITY AND CONTRACTOR, THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT INDEMNIFIES AND PROTECTS THE CITY

FROM THE CONSEQUENCES OF THE CONTRACTOR'S OWN NEGLIGENCE.

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

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

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

7.11.5 The Contractor will secure and maintain contractual liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the City for its own benefit, including self-insurance. In addition, the Contractor shall obtain and file with the City a standard form Certificate of Insurance and copies of policy endorsements evidencing the required coverage.

7.11.6 In claims against any person or entity indemnified under this Paragraph 7.11 by an employee of the Contractor, a Subcontractor, anyone directly or

indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.11 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.12 NONDISCRIMINATION

7.12.1 The Contractor shall not discriminate in any way against any person, employee or job applicant on the basis of race, color, creed, national origin, religion, age, sex, or disability where reasonable accommodations can be effected to enable the person to perform the essential functions of the job. The Contractor shall further ensure that the foregoing nondiscrimination requirement shall be made a part and requirement of each subcontract on this Project.

7.13 PREVAILING WAGE RATES

7.13.1 The Contractor shall comply in all respects with all requirements imposed by any laws, ordinances, or resolutions applicable to the Project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen, and persons furnishing labor and services to the Project. The City has adopted a Prevailing Wage Rate Schedule, available to the Contractor by request (or attached to this contract as a part of the exhibits), which specifies the classes and wage rates to be paid to all persons. The Contractor shall pay not less than the minimum wage rates established thereby for each class, craft, or type of labor, workman, or mechanic employed in the execution of this Contract. The failure of the Contractor to comply with this requirement shall result in the forfeiture to the City of a sum of not less than Sixty Dollars (\$60.00) for each person per day, or portion thereof, that such person is paid less than the prevailing rate. Upon request by the City, the Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the City to ensure compliance with this provision.

7.14 JOB SITE SAFETY PRECAUTIONS

7.14.1 The Contractor shall at all times exercise reasonable precautions for the safety of its employees, laborers, subcontractors, mechanics, workmen, and others on and near the jobsite and shall comply with all laws, ordinances, regulations, and standards of

federal, state, and local safety laws and regulations. The Contractor shall provide such machinery guards, safe walkways, ladders, bridges, and other safety devices as may be necessary or appropriate to insure a safe and secure jobsite and shall require its subcontractors to comply with this requirement. The Contractor shall immediately comply with any and all safety requirements imposed by the Engineer during the progress of the Work.

7.15 WARNING DEVICES AND BARRICADES

7.15.1 The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, pavement markings, and other devices as may be necessary or appropriate or required by the Engineer to protect persons or property in, near, or adjacent to the jobsite. No separate compensation shall be paid to the Contractor for such measures. Where the Work is being conducted in, upon or near streets, alleys, sidewalks, or other rights-of-way, the Contractor shall insure the placement, maintenance, and operation of any and all such warning devices as may be required by the City and shall do so until no longer required by the City. Such devices shall be in compliance with and conform to the manual and specifications for the uniform system of traffic control devices adopted by the Texas Department of Transportation.

7.16 PROTECTION OF UTILITIES AND OTHER CONTRACTORS

7.16.1 The Contractor shall use best efforts to leave undisturbed and uninterrupted all utilities and utility services provided to the jobsite, or which presently exists at, above, or beneath the location where the Work is to be performed. In the event that any utility or utility service is disturbed or damaged during the progress of the Work, the Contractor shall forthwith repair, remedy or restore the utility at the Contractor's sole expense. The Contractor shall coordinate any utility conflicts with the owner of the utility and no extension of time will be requested or given if adequate coordination is not provided by Contractor.

7.16.2 The Contractor understands and acknowledges that other contractors of the City or of other entities may be present at the jobsite performing other work unrelated to the Project. The Contractor shall use best efforts to work around other contractors without impeding the work of others while still adhering to the completion date established herein. In the event that the Contractor's work is or may be delayed by any other person, the Contractor shall immediately give notice thereof to the City and the Engineer and shall request a written Change Order in

accordance with the procedures set forth by this Contract. The Contractor's failure to provide such notice and to request such Change Order shall constitute a waiver of any and all claims associated therewith.

ARTICLE VIII

SUBCONTRACTORS

8.1 DEFINITION

8.1.1 A Subcontractor is a person or entity that has a direct contract with the Contractor to perform a portion of the Work. No Subcontractor shall be in privity with the City.

8.2 AWARD OF SUBCONTRACTS

8.2.1 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

8.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the City against the Contractor herein, including those rights afforded to the City by Subparagraph 8.2.3 below. All subcontracts shall incorporate by reference the provisions hereof and shall provide that no claims, causes or demands shall be made by any Subcontractor against the City.

8.2.3 The Contractor shall indemnify, defend, and hold harmless the City from and against any and all claims, demands, causes of action, damage, and liability asserted or made against the City by or on behalf of any Subcontractor.

ARTICLE IX

CHANGE ORDERS

9.1 CHANGE ORDERS

9.1.1 Changes shall be made only with the prior approval by the City and by the appropriate written Change Order from the Project Manager. The Project

Manager may, at any time, by a written Change Order and, make changes within the general scope of this Contract. If the change affects the Contractor's costs, then the Purchasing Manager shall also make an equitable adjustment in the Contractor's compensation.

9.2 EXTRA WORK

9.2.1 The Contractor shall perform Extra Work in connection with the Project but not specifically set forth under this Contract if ordered by the Project Manager (a) at the price agreed upon before such Extra Work is commenced and stipulated for in a written order or (b) at a reasonable cost for such work as determined by the Project Manager and the Contractor.

9.2.2 The Contractor shall not claim, request or demand any sum from the City for Extra Work or for additional costs, and hereby waives all such claims, requests and demands and any right to assert same, unless the conditions of this subparagraph are strictly complied with. "Extra Work" is defined herein to mean any labor, service, materials, equipment, supplies or charges that are directly or indirectly related to the Work, the Project or the Project site, that is not authorized in a written order by the Project Manager.

9.2.3 The Parties acknowledge and agree that there shall be no payment made by the City to the Contractor without a written agreement (either a separate contract or a written order issued and authorized by the Project Manager) signed by the Parties. Should the Contractor perform Extra Work or be requested to perform Extra Work by the Project Manager, it shall be the Contractor's obligation and duty to first apply for and obtain a written order, approved and executed by the Project Manager. The Contractor's failure to obtain a written order signed prior to commencement of Extra Work shall constitute a complete and final waiver of any right for compensation for the Extra Work.

ARTICLE X

CONTRACT ADMINISTRATION

10.1 THE ENGINEER

10.1.1 When used in this Contract the term "Engineer" does not necessarily denote a duly licensed, trained or certified engineer; as used herein, the term shall be used interchangeably and shall mean a designated Engineer, Architect, or Contract Administrator (who may not be an architect or

engineer) for the City, said person to be designated or redesignated by the City prior to or at any time during the Work hereunder. The Engineer may be an employee of the City or may be retained by the City as an independent contractor but, in either event, the Engineer's duties and authority shall be as set forth hereinafter. The Contractor understands and agrees that it shall abide by the decisions and instructions of the Engineer notwithstanding the contractual relationship between the City and Engineer. All the City's instructions to the Contractor shall be through the Engineer.

10.1.2 In the event the City should find it necessary or convenient to replace the Engineer, the City shall retain a replacement Engineer and the status of the replacement Engineer shall be that of the former Engineer.

10.2 ENGINEER'S ADMINISTRATION

10.2.1 The Engineer, unless otherwise directed by the City in writing, will perform those duties and discharge those responsibilities allocated to the Engineer as set forth in this Contract. The Engineer shall be the City's representative from the effective date of this Contract until final payment has been made.

10.2.2 The City and the Contractor shall communicate with each other directly through designated representatives and/or project managers, and shall, where appropriate, provide copies of communications to the Engineer.

10.2.3 The Engineer shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Engineer shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

10.2.4 The Engineer will review the Contractor's Applications for Payment and will certify to the City for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

10.2.5 The Engineer shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Engineer deems it necessary or advisable, the Engineer shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

10.2.6 The Engineer will review and approve or take other appropriate action as necessary concerning the Contractor's submittals including Shop Drawings, Product Data, and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

10.2.7 The Engineer will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

10.2.8 The Engineer shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the City for the City's review and records, written warranties and related documents required by this Contract, and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

10.2.9 The Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

ARTICLE XI

DEFECTIVE WORK

11.1 DEFECTIVE WORK

11.1.1 Inspection of the Work shall not relieve the Contractor of any of its obligations to perform and complete the Work as required under this Contract. Defective work shall be corrected, and unsuitable materials, equipment, apparatus and other items shall be replaced by the Contractor notwithstanding that such work, materials, equipment, apparatus and other items may have been previously overlooked or accepted or estimated for payment. If the Work or any part thereof shall be found defective at any time before the final acceptance of the Work, the Contractor shall make good such defect in a manner satisfactory to the Project Manager. If any material, equipment, apparatus or other items brought upon the site for use or incorporation in the Work, or selected for same, is condemned by the Project Manager as unsuitable or not in conformity with the specifications or any of the other Contract Documents, the Contractor shall remove such materials, equipment, apparatus and other items from the site of the Work and shall at its own cost and expense, replace the same and any material furnished by the City which shall be damaged or rendered defective by the handling or improper installation by the Contractor, its agents, servants, employees or subcontractors.

ARTICLE XII

CONTRACT DEFAULT AND TERMINATION

12.1 TERMINATION FOR CONVENIENCE OF CITY

12.1.1 The City may terminate all or part of this Contract upon determining that termination is in the public interest. Termination under this Article shall be effective upon delivery of written notice of termination to the Contractor. Upon termination under this Article, the Contractor shall be entitled to payment in accordance with the terms of this Contract for the Work completed before termination, and to payment for all reasonable Contract close-out costs including reasonable profit to include materials purchased and work performed. Within thirty (30) days after termination pursuant to this provision, the Contractor shall submit an itemized invoice for all unreimbursed work completed before termination and Contract close-out costs actually incurred by the Contractor. The City shall not be liable for any costs invoiced later than thirty (30) days after termination notice. The Contractor is not entitled to any alleged lost profit on work not performed but which would have been performed had this Contract not been terminated.

12.2 TERMINATION FOR DEFAULT

12.2.1 If the Contractor refuses or fails to properly prosecute or perform the Work or any separable part, with the diligence and good workmanship that will ensure its completion and acceptance within the time specified in this Contract including any extension, or fails to complete the Work within this time, the City may, by written notice to the Contractor, terminate the right to proceed with the Work (or the separable part of the Work) that has been delayed or not performed in a good workmanship like manner. In this event, the City may take over the Work and complete it by contract or otherwise, and may take possession of and use any materials, reports, schedules, appliances, or other work product necessary for completing the Work. The Contractor and its sureties shall be liable for any damage to the City resulting from the Contractor's refusal or failure to complete the Work within the specified time or not performed in a good workmanship like manner, whither or note the Contractor's right to proceed with the Work is terminated. This liability includes any increased costs incurred by the City in completing the Work.

12.2.2 The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this Paragraph 12.2, if:

- (a) The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God or of the public enemy, (ii) acts of another contractor in the performance of a contract with the City, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) strikes, (viii) freight embargoes, (ix) unusually severe weather, or (x) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and subcontractors or suppliers;
- (b) The Contractor, within ten (10) days from the beginning of any delay (unless extended by the Project Manager), notifies the Project Manager in writing of the causes of delay. The Project Manager shall ascertain the facts and the extent of delay. If, in the judgment of the Project Manager, the findings of fact warrant such action, the time for completing the Work shall be extended with an appropriate Contract amendment, the right to proceed terminated or no action taken by the Project Manager. The findings of the Project Manager shall be final and conclusive on the Parties, but subject to Claims; and
- (c) The Contractor cures such failures to perform within ten (10) calendar days (or more if authorized in writing by the Project Manager) after receipt of the notice of default.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of the City.

12.3 TERMINATION FOR FORCE MAJEURE

12.3.1 To the extent either Party of this Contract shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such Party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the Parties' control and not attributable to its malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

ARTICLE XIII

INSURANCE

13.1 CONTRACTOR SHALL MAINTAIN INSURANCE

13.1.1 The Contractor, at its own expense, shall purchase, maintain and keep in force during the life of this Contract, adequate insurance that will protect the Contractor and/or any Additional Insured from claims which may arise out of or result from operations under this Contract. The insurance required shall provide adequate protections from all claims, whether such operations be by the Contractor or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, such as blasting, which may be encountered in the performance of this contract in the amounts as shown in Exhibit "B".

13.1.2 The Contractor shall not commence Work on the Project until the Contractor has obtained all the insurance required under this Paragraph and such insurance has been approved by the City.

13.2 TYPES AND AMOUNTS OF CONTRACTOR'S INSURANCE

13.2.1 The Contractor shall furnish and maintain during the life of this Contract adequate Worker's Compensation and Commercial General Liability (Public) Insurance in such amounts as set forth in Exhibit "B".

13.3 CERTIFICATE OF INSURANCE

13.3.1 Proof that the insurance is in force shall be furnished to the City on Standard Certificate of Insurance Forms. The Contractor shall provide Certificates of Insurance verifying the Contractor has obtained the required insurance coverage to the City prior to commencement of the Work. In the event any insurance policy shown on a Certificate of Insurance has an expiration date that is prior to the completion and final acceptance of the project by the City, the Contractor shall furnish the City proof of identical continued coverage no later than thirty (30) days prior to the expiration date shown on the Certificate of Insurance.

ARTICLE XIV

MISCELLANEOUS

14.1 LAWS AND ORDINANCES

14.1.1 The Contractor shall always and in all respects, observe and comply with all federal, state and local laws, ordinances, and regulations applicable to the Project and Work. The Contractor shall further ensure that all Subcontractors observe and comply with said laws, ordinances, and regulations.

14.2 GOVERNING LAW

14.2.1 The Contract shall be governed by the laws of the State of Texas. Exclusive Venue for any causes of action arising under the terms or provisions of this Contract or the Work to be performed hereunder shall be in the state courts of Dallas County, Texas.

14.3 SUCCESSORS AND ASSIGNS

14.3.1 The City and the Contractor bind themselves, their respective successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

14.4 SURETY BONDS

14.4.1 The Contractor shall furnish separate performance and payment bonds to the City, per the requirements set out in the bid documents and state statutes to guaranty full and faithful performance of the Contract and the full and final payment of all persons supplying labor or materials to the Project. Each bond required by the bid documents or state statute shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City and authorized to do business in the State of Texas by the State Board of Insurance.

14.4.2 If the Contract Price exceeds the sum of \$25,000.00, the Contractor, upon execution of the Contract and prior to commencement of the Work, shall furnish to the City a two-year maintenance bond in the amount of one hundred percent (100%) of the Contract Price covering the guaranty and maintenance prescribed herein, written by an approved surety authorized and duly licensed to conduct business in the State of Texas. The cost of said maintenance bond shall be included in the Contractor's unit bid prices and shall be paid by the Contractor.

14.5 FORCE MAJEURE

14.5.1 As used herein, "force majeure" means an incident, situation, or act of a third party that is beyond a party's reasonable control such as an act of God, an act of the public enemy, strikes or other labor disturbances (other than strikes within such party's own labor force), hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots. The Contractor will not be liable or responsible for its failure to perform any obligation under this Contract because of an event of Force Majeure, provided, however, that the Contractor submits notice thereof to the City and Engineer within seven (7) days of such an event, obtains a written Change Order, signed by all parties, that allows an extension of the scheduled completion date, and identifies the specific causes and number of days in the Statement of Delay submitted with the next ensuing Application for Payment.

14.6 IMMUNITIES; DEFENSES

14.6.1 Nothing in this Contract shall be deemed to waive any immunity, sovereign, governmental, official, qualified or otherwise, from liability or suit, which the City may have or assert, except as may be provided by law, all such immunities being hereby expressly retained.

14.7 NO RIGHTS IN THIRD PARTIES

14.7.1 The indemnification provisions of this Contract and the rights and remedies afforded herein are solely for the benefit of the parties to this Contract. Nothing in this Contract is intended nor shall be construed to grant, create or confer any right, benefit, interest or cause of action in any person not a party to this Contract, or to the public in general.

14.8 SEVERABILITY

14.8.1 The provisions of this Contract are herein declared to be severable; if any term, provision or part hereof is determined to be invalid, void or

unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

14.9 AMENDMENTS; NO WAIVER

14.9.1 This Contract may be amended by the parties only by a written agreement duly executed by both parties. The failure of the City to object to any nonperformance or nonconforming work or to enforce any provision hereof shall in no event be regarded as or construed to be a waiver, release or modification of any term or provision in this Contract, nor shall such failure to object or enforce estop the City from insisting on strict compliance with this Contract or from recovering damages, costs or expenses arising because of such nonperformance or nonconforming work.

14.10 NOTICES

14.10.1 All notices required by this Contract shall be in writing and presumed received when deposited in the mail properly addressed to the other Party at the address set forth herein or set forth in a written designation of change of address delivered to all Parties.

If intended for City:

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

With Copy to:

Joseph Gorfida, Jr.
Nichols | Jackson, L.L.P.
500 North Akard Street,
Suite 1800
Dallas, Texas 75201
Phone: 214-965-9900

If intended for Contractor:

14.11 PROHIBITIONS

14.11.1 The Contractor verifies that it does not Boycott Israel and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating

business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

14.11.2 The Contractor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal or State law and excludes the Contractor and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Contractor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

14.11.3 The Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Contract will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if the Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) the Contractor has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

14.11.4 In accordance with Chapter 2274, Texas Government Code, the City may not enter into a contract or agreement with a company, excluding a sole proprietorship, with 10 or more full-time

employees for goods or services valued at \$100,000 or more (1) if the company would be granted direct or remote access to or control of critical infrastructure in Texas, excluding access specifically allowed by the City for product warranty and support purposes and (2) if the City knows the company is (A) owned by or the a majority of stock or other ownership interest of the company is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of such countries, or (B) headquartered in such countries. The signatory executing the Contract on behalf of Vendor represents that neither Vendor nor any of its parent companies, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company of which the City may not contract pursuant to Section 2274.0102, Texas Government Code. The foregoing verification is made solely to comply with Section 2274.0102, Texas Government Code.

14.11.5 The Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) the Contractor has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract. However, this prohibition does not apply: (i) if the Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

[Signatures on following page]

EXECUTED this _____ day of _____, 2025.

City of Sachse, Texas

By: _____
Gina Nash, City Manager

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(01-03-2025:4896-5946-2156, v.1)

EXECUTED this _____ day of _____, 2025.

Full Contractor Company Name

By: _____

Name: _____

Title: _____

EXHIBIT “A”
Contractor’s Scope of Work

**Salmon Park LED Lighting Upgrade - SACHSE, TX**

Facility Solutions Group will supply and install all materials, labor, and equipment per the attached detailed scope of work, 2020 NEC requirements, and the electrical specifications provided to us for the following amount:

\$40,722.00

Exclusions:

Current or future Local Authority Having Jurisdiction permit, submittal and/or inspection fees.

Any second or third shift work (NO OVERTIME)

Bonds, Utility Fees, Consumption Charges

It is assumed that there is adequate space AND capacity in the existing electrical system to accommodate this new load.

Cutting, patching or painting of ANY existing surface

Engineered drawings

Union Labor

Cleaning of EXISTING electrical equipment and materials at end of job to be done by others

EXISTING damage to electrical equipment and/or devices will be repaired at an additional charge

Any needed scuttle or access holes

Roof penetrations and access panels

Existing electrical code violations

No HOT work is included. ALL line voltage items to be worked on must be de-energized prior.

Hire Proofing and Hire Stopping

Tolls or Parking fees

Delays in project schedule beyond our control, i.e.

City inspection/submittal/reviews.

Interference/workflow of other trades.

Material lead times and/or delivery disruptions.

Inclement weather.

Organized labor disputes.

Owner shall be responsible for site, including:

Site safety hazards.

Site access, control and security.

Site storage areas.

Terms and Conditions:

This proposal is based on the prices of commodity products (such as PVC conduit, copper wire, steel conduit and other steel components) quoted to us as of the date of this proposal. Due to rapidly rising commodity material prices, this proposal is subject to increase if any of these products increase prior to execution of a written agreement, by the amount of increases quoted by our intended suppliers and/or subcontractors. (We will provide you proof of any increase.) The above mentioned price is good for 30 days. Material deliveries are based on manufacturer's estimated quoted delivery dates, and under no circumstances will FSG be responsible for delays outside of our control. Work shall be performed during the hours listed above.

FSG acts as a liaison between the end user and manufacturer for all warranty related claims, but does not itself warrant or assume liability for any products and/or labor required for the installation, maintenance, or repair of materials provided. The manufacturer's stated warranty will take precedent over any other agreements as noted in their disclaimers and limitations, unless special provisions, as listed on our Purchase Order, if applicable, have been arranged with said manufacturer. FSG's standard Workmanship Warranty is valid for one (1) year from the Substantial Completion date. If you have any questions, please do not hesitate to call. We appreciate the opportunity to serve your needs.

Respectfully submitted,

MARCUS JOHNSON

marcus.johnson@fsg.com

Acceptance by:

EXHIBIT “B”

Required Insurance Coverage

SECTION A. The Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO AWARD THIS CONTRACT UNTIL CERTIFICATES HAVE BEEN DELIVERED TO THE CITY.

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract end to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof; at the Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

1. *Workers' Compensation*

(a) Statutory Limits:

(b) Employers' Liability - Worker's compensation as required by Texas law with the policy endorsed to provide a waiver of subrogation as to the City, employer's liability insurance of not less than \$1,000,000 for each accident.

2. *General Liability*

(a) Combined bodily injury - \$1,000,000 per occurrence and property damage.

(b) General - \$2,000,000 aggregate. Where work is being performed in connection with an existing facility owned or leased by the City, the policy shall include fire legal liability of not less than \$100,000 per occurrence.

3. *Auto Liability*

(a) Bodily injury - \$500,000.

(b) Property damage - \$1,000,000 or combined single limits. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with minimum limits of \$1,000,000, combined single limit each occurrence, for property damage, such insurance to include coverage for loading and unloading hazards.

Certificates of insurance of each policy shall be delivered to the City Purchasing office along with a statement of endorsement from each insurance company that such policy shall not be canceled, non-renewed, or materially changed without thirty days written notice being given the City. Prior to the effective date of cancellation of such insurance, non-renewal, or material change, the Contractor shall deliver to the City a replacement certificate in compliance with this contract.

The Contractor will assume complete responsibility for any claim of property damage, loss, theft, or bodily injury, which may directly or indirectly arise from the Operation's performance under the terms of the contract. The Contractor will hold harmless, release, and defend the City from all claims of liability that directly or indirectly arise under the terms of the contract. The Contractor will be required to furnish the City a certificate and copies of public liability insurance in the minimum amount of \$1,000,000 for combined single limits.

- Alternatively, a State of Texas Certificate of Self-Insurance may be furnished in lieu of a certificate evidencing Worker's Compensation Insurance. Employers who have rejected the Act, and have not been certified as self-insured employers, may not be eligible for a contract award.

NOTE: The City of Sachse shall be named as an additional insured party on the Contractor's general liability policy and any excess/umbrella liability insurance policies.

F. Discussion Items

Subject:	1. Discuss the upcoming Street Maintenance Sales and Use Tax election on May 3, 2025.
Meeting	January 21, 2025 - City Council Meeting
Access	Public
Type	Discussion
Fiscal Impact	If the Street Maintenance Sales and Use Tax is re-authorized by the voters, street maintenance project budgets will be developed based upon sales tax information gathered by the Finance Department through the annual budget process.
Dollar Amount	TBD
Budgeted	Yes
Budget Source	Street Maintenance Sales and Use Tax (SMT) Fund
Recommended Action	Receive and discuss the Street Maintenance Tax presentation.
Goals	Strategically invest in the City's existing and future infrastructure. Provide excellent government services to Sachse citizens. Provide a high quality of life environment for families; individuals; businesses; and other organizations in Sachse.

BACKGROUND

The Street Maintenance Sales Tax Program is a method of funding street maintenance projects through the allocation of local sales tax. Texas Tax Code 327.007 requires voters to consider approval of the program in an election every four years. When taxable goods are purchased in the city, sales tax is paid on that purchase. If reauthorized, 1/4 of each penny of the collected sales tax will go to the Street Maintenance Tax Fund. The current sales tax is 8.25%, which is congruent with other cities throughout Texas.

Sales Tax Breakdown:

- 6.25% State of Texas
- 1.00% City of Sachse General Operating Budget
- 0.50% Sachse Economic Development Corporation
- 0.25% Street Maintenance
- 0.25% Municipal Development District

Sales tax collection varies each year based on economic conditions and the success of our local businesses. This includes on-line sales and in-person transactions.

Any street in the City of Sachse is eligible for maintenance using these funds. The City selects Street Maintenance Sales & Use Tax projects on an annual basis, based upon pavement conditions and available funds. City staff works with the City Council to identify Street Maintenance Sales & Use Tax projects during the annual budget process. The Public Works Department utilizes the Pavement Assessment and Rating System (PASER) to score street and alley conditions. Staff reviews each street and alley and conducts ongoing evaluations each year.

POLICY CONSIDERATIONS

Consider the policy of the continuation of the Street Maintenance Sales Tax. If this item is approved by the City Council, the election will be placed in the ballot and held on May 3, 2025, in accordance with State Law.

RECOMMENDATION

Receive and discuss the Street Maintenance Tax presentation.

File Attachments

1. Presentation_2025 Street Maintenance Tax Election

Street Maintenance Sales and Use Tax Election

January 21, 2025



Overview

- Program Overview
- Project Selection
- Street Maintenance Tax Projects
- Discussion and Next Steps

Program Overview

- A Street Maintenance Sales Tax Program is a method of funding street maintenance projects through the allocation of local sales tax
- The Texas Tax code authorizes all cities to establish a special sales tax for the repair and maintenance of city streets
- This requires voters to consider approval of the program in an election every four years
- When people purchase taxable goods in the city, they pay a sales tax on that purchase. If reapproved, $\frac{1}{4}$ of each penny of the collected sales tax will go to the Street Maintenance Tax Fund.
- The current sales tax is 8.25% which is congruent with other cities throughout Texas



Program Overview

- Sales tax breakdown:
 - 6.25% State of Texas
 - 1.00% City of Sachse General Operating Budget
 - 0.50% Sachse Economic Development Corporation
 - 0.25% Street Maintenance
 - 0.25% Municipal Development District
- Sales tax collection varies each year based on economic conditions and the success of our local businesses, this includes online sales and in-person transactions
- Funds received
 - 2014-2017: \$1,327,538
 - 2018-2021: \$1,910,083
 - 2022-2024: \$2,335,075



Project Selection

- Any street in the City of Sachse is eligible for maintenance using these funds
- The City selects Street Maintenance Sales & Use Tax projects on an annual basis, based upon pavement conditions and available funds
- City staff works with the City Council to identify Street Maintenance Sales & Use Tax projects during the annual budget process



Street Maintenance Tax Projects

2014 - 2017:

- Williford Road
- Big Valley Road
- 2nd Street
- Meadow Creek Lane
- 6th Street
- Sachse Street
- Salmon Street
- Natchez Drive
- Jefferson Drive
- Cornwall Lane
- Hooper Road
- Industrial Park
- Gatewood Street



Street Maintenance Tax Projects

2018-2021:

- Parkview Drive
- Pleasant Valley Place
- Ben Road
- Longbranch Court
- Sachse Road (Hwy 78 to 5th Street)
- Sachse Road (Oakridge Circle to Muddy Creek)
- Tina Street
- Sable Lane
- Sachse South Estates
- Woodbridge Parkway
- Park Lane
- James Street
- DeWitt Road
- Merritt Road
- Coral Lane



Street Maintenance Tax Projects

2022:

- Anthony Lane

2023:

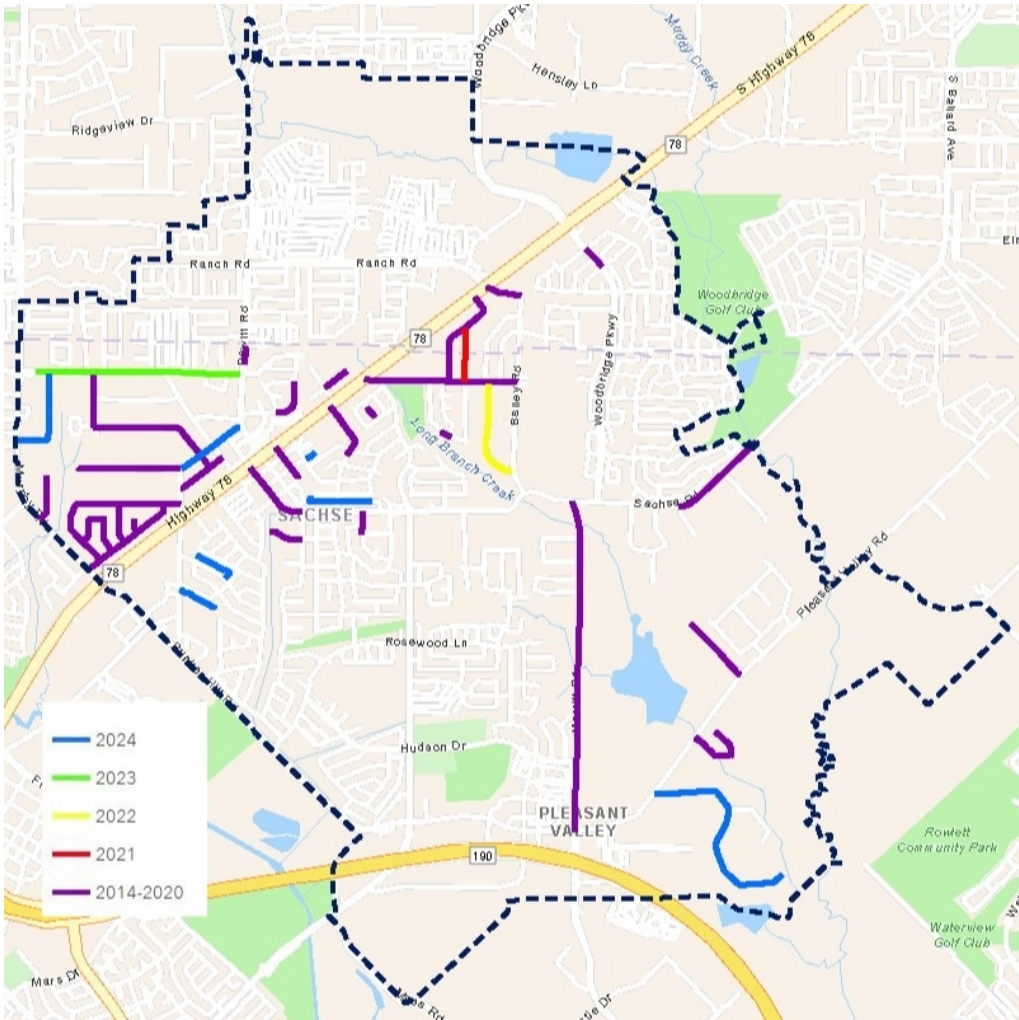
- Ingram/Blackburn Road

2024:

- 6th Street Alley
- Southridge Drive Alley
- Jewel Street Alley
- Eastview Drive
- Hilltop Trail and Meadow Lane
- Dewitt Street
- Sachse Street
- Highridge Drive Alley



Street Maintenance Tax Projects



Discussion and Next Steps

- Council discussion of Street Maintenance Sales and Use Tax for upcoming election
- If approved, City Council will call the election on February 3, 2025 (state law requires the election be called by February 14)
- Election will be held May 3, 2025

Questions?



G. Executive Session

Subject: 1. The City Council shall convene into Executive Session pursuant to Texas Government Code Section §551.087 Economic Development Deliberations: Deliberate the offer of a financial or other incentive relating to the development of a project generally located along Ranch Road and Hwy 78, for Project Yellowstone.

Meeting January 21, 2025 - City Council Meeting

Access Executive Session

Type Closed Session

**Recommended
Action**

Goals

BACKGROUND

POLICY CONSIDERATIONS

RECOMMENDATION

File Attachments None

G. Executive Session

Subject: 2. The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.074 Personnel Matters: regarding the annual review of the City Secretary.

Meeting January 21, 2025 - City Council Meeting

Access Executive Session

Type Closed Session

Fiscal Impact None

Recommended Action Conduct the annual review of the City Secretary.

Goals

BACKGROUND

The City Council conducts a performance review of the City Secretary annually in January.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Conduct the annual review of the City Secretary.

File Attachments None
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H. Action Resulting from Executive Session

Subject: 1. Take any action as a result of Executive Session - deliberate the offer of a financial or other incentive relating to the development of Project Yellowstone.

Meeting January 21, 2025 - City Council Meeting

Access Public

Type Discussion, Action

Recommended Action Take any action as a result of Executive Session - deliberate the offer of a financial or other incentive relating to the development of Project Yellowstone.

Goals

BACKGROUND

POLICY CONSIDERATIONS

RECOMMENDATION

Take any action as a result of Executive Session - deliberate the offer of a financial or other incentive relating to the development of Project Yellowstone.

File Attachments None

H. Action Resulting from Executive Session

Subject: 2. Take any action as a result of Executive Session regarding the annual review of the City Secretary.

Meeting January 21, 2025 - City Council Meeting

Access Public

Type Action, Discussion

Fiscal Impact

Recommended Action Take any action as a result of Executive Session regarding the annual review of the City Secretary.

Goals

BACKGROUND

The City Council conducts a performance review of the City Secretary annually in January.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Take any action as a result of Executive Session regarding the annual review of the City Secretary.

File Attachments None
