Sachse, Texas

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

Meeting Agenda

City Council

Monday, October 6, 2014 | **7:30 PM** | **Council Chambers**

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

The City Council of the City of Sachse will hold a Regular Meeting on Monday, October 6, 2014, at 7:30 p.m. in the Council Chambers at the Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas to consider the following items of business:

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

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

1. CONSENT AGENDA.

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

14-2444 Consider approval of the minutes of the September 15, 2014, regular meeting.

Executive Summary
Minutes from the recent Council meeting.
Attachments: Minutes.09.15.14.pdf

14-2457 Consider receiving the Monthly Revenue and Expenditure Report for the period ending August 31, 2014.

Executive Summary
The Finance Department will prepare a report each month to update the City Council regarding revenues and expenditures for the City. The attached reports are for the month ended August 31, 2014.

Attachments: GF 08-31-2014.pdf
UF_08-31-2014.pdf
DS_08-31-2014.pdf
SEDC 08-31-2014.pdf

14-2448 Consider a resolution of the City Council of the City of Sachse, Texas, approving the renewal of an agreement with Valley View Consulting for the purpose of investment advisory services for an additional two years and authorizing the City Manager to execute such renewal; and providing an effective date.

Executive Summary
The Public Funds Investment Act (PFIA) requires that investment advisory services contracts be reviewed every two years.

Attachments: IA Contract Proposed 10 2014.pdf
Form ADV Part 2 2014 03 15.pdf
Resolution Approving Valley View renewal.pdf

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

14-2446 Proclamation declaring October, 2014, as Breast Cancer Awareness month.

Executive Summary
Julie Tritch will be in attendance to receive the proclamation.

Attachments: Breast Cancer Awareness.pdf

14-2461 Recognize employees for their service to the City of Sachse.

Executive Summary
Each quarter the City Council recognizes employee milestones.

14-2458 Presentation of the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting, Government Finance Officers Association Distinguished Budget Award, and the Government Treasurers Organization of Texas Investment Policy Certificate of Distinction.

Executive Summary
The City of Sachse Finance Department participates in the Government Finance Officers Association (GFOA) Certificate Program for the Comprehensive Annual Financial Report, GFOA Distinguished Budget Presentation Award, and Government Treasurers Organization of Texas (GTOT) Investment Policy Certificate of Distinction. During Fiscal Year 2014 the City was notified of qualifying for all three awards.

Attachments: CAEFR Certificate for Publication.pdf
2013 2014 Budget Award.pdf
Certificate 02 14_02 16.pdf

14-2463 Staff briefing - Sachse Fire Rescue

Executive Summary
Department heads provide periodic updates and reports for City Council. This month the Fire Chief will provide an update on Sachse Fire Rescue.

Attachments: Sachse Fire Rescue 2014 Briefing PDF

3. CITIZEN INPUT.

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

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

4. REGULAR AGENDA ITEMS.

14-2447 Administer Oath of Office to Dave Zukoski and Jeremy Hallock on the Board of Adjustments.

Executive Summary
Mayor Felix will administer the Oath of Office to Dave Zukoski and Jeremy Hallock on the Board of Adjustments.

Attachments: Sample Oath.pdf

14-2454 Consider a Resolution of the City Council of the City of Sachse, approving purchase orders in the amount not to exceed forty thousand dollars ($40,000.00) to GT Construction, Incorporated for concrete paving improvements at Parkridge Circle and at the intersection of Wrangler Lane and Mane Drive; and providing an effective date.

Executive Summary
This agenda item is for a pricing agreement to construct paving improvements related to two projects included in the 2013-2014 Capital Improvement Plan for the City of Sachse:

- R-13-17 Wrangler/Mane Intersection Pavement Replacement
- R-13-18 Parkridge Circle Pavement Replacement

Attachments: PROJECT LOCATIONS PDF

PARKRIDGE CIRCLE - ENGINEERING PLAN PDF

WRANGLER AND MANE - ENGINEERING PLAN PDF

Wylie Purchasing Agreement - Bid Information PDF

Resolution for Purchase Order Parkridge Circle and Wrangler-Mane

14-2441 Consider a resolution approving a Facilities Agreement with Woodbridge XVII, Ltd. and Woodbridge XIX, Ltd. for the design and construction of public roads in the City of Sachse, Texas, authorizing its execution by the City Manager, and providing for an effective date.

Executive Summary
Maxwell Creek Road and Ranch Road are Capital Improvement Projects for the City of Sachse, as shown on the City of Sachse Thoroughfare Plan, the 2011-2021 Capital Improvement Plan, and the 2013-14 Capital Improvement Plan Street CIP Projects for the City. The City Council of the City of Sachse approved a Development Agreement for Woodbridge West in 2004. Per this agreement, the Developer is required to construct the portion of Maxwell Creek Road and Ranch Road along the frontage of the Woodbridge West development. Fire Station #2, a municipal facility, is located at the northeast corner of the intersection of Maxwell Creek Road and Ranch Road. The portions of Ranch Road and Maxwell Creek Road adjacent to Fire Station #2 are the responsibility of the City to construct. Due to the limited scope of road improvements adjacent to Fire Station #2, the Developer has agreed to design and construct these portions of Ranch Road and Maxwell Creek Road with the Woodbridge development. This item is for the execution of a Facilities Agreement defining the responsibilities of the developer and the City of Sachse for construction of the portions of Maxwell Creek Road and Ranch Road adjacent to Fire Station #2.

Attachments: Sachse Woodbridge Properties LLC & Woodbridge West VIII Ltd Facilities Agre

Sachse Thoroughfare Plan PDF

Thoroughfare Exhibit - 2004 Development Agreement PDF

Project Locations - Facilities Agreement PDF

Resolution for Facilities Agreement for Road Construction PDF

14-2460 Consider action regarding the Sachse Historical Society's request to make improvements to the property located at 3033 Sixth Street to include the construction of a storage building, restore a jail cell, remove an interior wall to increase the display area, install carpet, and install a fence.

Executive Summary
The Sachse Historical Society is seeking to modify the City's property located at 3033 Sixth Street. The purpose of this item is to inform the City Council about the proposed modifications and to provide the

Council the opportunity to give consent.

Attachments: Hist Society Grant Request.pdf

14-2449 Consider a resolution of the City Council of the City of Sachse, Texas, adopting the City of Sachse, Sachse Economic Development Corporation, and President George Bush Turnpike Reinvestment Zone Tax Increment Investment Policy("Sachse Investment Policy") attached hereto as Exhibit "A"; declaring that the City Council has completed its review of the Investment Policy and investment strategies of the City and that Exhibit "A" records any changes to either the Investment Policy or investment strategies; providing a repealing clause; providing a severability clause; and providing for an effective date.

Executive Summary
To ensure that the City's policy document is in conformance with the Public Funds Investment Act, City policy and to provide a viable framework for the City to utilize in structuring an effective investment policy, it is required that the Investment Policy of the City of Sachse be reviewed and approved by City Council on an annual basis.

Attachments: 10.01.2014 to 09.30.15 Investment Policy w markup 10.06.14.pdf

Explanation of Changes 2014 Inv Policy.pdf

51SACHSE Resolution Approving Investment Policy 2014.pdf

14-2462 Consider a request from the Friends of Sachse Parks and Recreation non-profit organization to construct a brick walkway at Firefighters Park to Honor and Remember the Sachse Volunteer Firefighters and the Ladies Auxiliary that supported them.

Executive Summary
The Friends of Sachse Parks and Recreation is a non-profit group that was recently organized to support the City of Sachse Parks and Recreation Department in providing programs and facilities to promote the social, cultural and recreational well-being of all residents of the City of Sachse. They are here tonight requesting to construct a brick walkway honoring the Sachse Volunteer Firefighters and the Ladies Auxiliary that supported them. The Sachse Parks and Recreation Board approved unanimously at the September 11, 2014, meeting to recommend to City Council to approve The Friends of Sachse Parks and Recreation brick walkway, which is to be located at the newly constructed Firefighters Park. The Friends of Sachse Parks group is here tonight requesting approval from City Council allowing them to construct a brick walkway at Firefighters Park.

Attachments: Firefighter brochure v1 3

Adopt-A-Fireman Layour

Friends_of_Sachse_Parks_and_Recreation_By_Laws

5. ADJOURNMENT.

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

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

State law prohibits the introduction or discussion of any item of business not posted at least seventy-two (72) hours prior to the meeting time. Therefore, during Citizen Input for example, the Council is prohibited by state law to deliberate or take action on any issues introduced by the public other than to take them under advisement. Posted: October 3, 2014; 5:00 p.m. Terry Smith, City Secretary _____.

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

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

Legislation Details (With Text)

File #:	14-2444	**Version:**	1	**Name:**	Consider approval of the minutes.
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	9/18/2014			**In control:**	City Council
On agenda:	10/6/2014			**Final action:**	
Title:	Consider approval of the minutes of the September 15, 2014, regular meeting. Executive Summary Minutes from the recent Council meeting.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Minutes.09.15.14.pdf				

Date	Ver.	Action By	Action	Result

Title
Consider approval of the minutes of the September 15, 2014, regular meeting.

Executive Summary
Minutes from the recent Council meeting.

Background
Minutes from a recent Council meeting on September 15, 2014, for review and approval.

Policy Considerations
Not applicable.

Budgetary Considerations
Not applicable.

Staff Recommendations
Approval of the minutes of the September 15, 2014, regular meeting, as a Consent Agenda Item.

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REGULAR MEETING

OF THE

CITY COUNCIL OF THE CITY OF SACHSE

SEPTEMBER 15, 2014

The City Council of the City of Sachse held a Regular Meeting on Monday, September 15, 2014 at 7:30 p.m. at the Sachse City Hall after proper notice. The roll of the duly constituted City Council Members was called which members are as follows, to wit:

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

and all were present.

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

Invocation and Pledge of Allegiance to U.S. and Texas Flags:
The invocation was offered by Councilman Watkins and the pledges were led by Councilman King.

1. Consent Agenda:
Councilman Ross moved to approve the Consent Agenda consisting of: 14-2434 Consider approval of the minutes of the September 2, 2014, special meeting; 14-2429 Ordinance No. 3607 of the City Council of the City of Sachse, Texas ("CITY"), authorizing certain budget amendments pertaining to the fiscal year 2013-2014 budget; and 14-2435 Resolution No. 3608 of the City Council of the City of Sachse, Texas, authorizing execution of the Interlocal Agreement for Food Establishment Inspection and Environmental Health Services between Dallas County, on behalf of Dallas County Health and Human Services, and City of Sachse. The motion was seconded by Councilman King and carried unanimously.

2. Mayor and City Council Announcements regarding special events, current activities and local achievements:
14-2437 Staff Briefing: City Secretary

Councilman King noted the upcoming Shot Clinic on October 4th at the Animal Shelter. He stated Fallfest community fair is October 11th. He also noted the Animal Shelter Advisory Board has an opening for an animal advocate.

Councilman Franks stated the Police Department's annual Drug Take Back Program will be September 27th. October 25th is the Park's Pumpkin Prowl with a movie to follow in Salmon Park. He also noted the Firefighters Park Dedication is October 18th at 10:00 a.m.

Mayor Felix noted the upcoming events: September 22nd is the Blacklands Corridor meeting at Rockwall High School; October 7th is National Night Out; and October 28th is the Library Halloween Party.

3. Citizen Input:
No comments were made.

4. Regular Agenda Items:
14-2422 Discuss and Consider an ordinance of the City of Sachse, Texas, adopting the budget for fiscal year beginning October 1, 2014 and ending September 30, 2015; providing that expenditures for said fiscal year shall be made in accordance with said budget; appropriating and setting aside the necessary funds out of the general and other revenues for said fiscal year for the maintenance and operation of the various departments and for various activities and improvements of the city; providing a repealing clause; providing a severability clause; and providing an effective date:
Councilman King moved to approve Ordinance No. 3609 of the City of Sachse, Texas, adopting the budget for fiscal year beginning October 1, 2014 and ending September 30, 2015; providing that expenditures for said fiscal year shall be made in accordance with said budget; appropriating and setting aside the necessary funds out of the general and other revenues for said fiscal year for the maintenance and operation of the various departments and for various activities and improvements of the city; providing a repealing clause; providing a severability clause; and providing an effective date. The motion was seconded by Councilman Adams and carried by the following vote:

Voting Yes: Felix, Franks, Ross, Watkins, Adams, King and Bickerstaff
Voting No: none

14-2436 Motion to ratify the property tax increase in the budget for Fiscal Year 2014-2015:
Councilman Watkins moved to ratify the property tax increase in the budget for Fiscal Year 2014-2015. The motion was seconded by Councilman King and carried by the following vote:

Voting Yes: Felix, Franks, Ross, Watkins, Adams, King and Bickerstaff
Voting No: none

14-2426 Discuss and consider an ordinance of the City of Sachse, Texas levying ad valorem taxes for the year 2014 (Fiscal Year 2014-2015) at a rate of $0.770819 per one hundred dollars ($100) assessed valuation on all taxable property within the corporate limits of the City of Sachse as of January 1, 2014, to provide revenue for the payment of current expenses; providing for an interest and sinking fund for all outstanding debt of the City of Sachse; providing for due and delinquent dates together with penalties and interest:
Mayor Pro Tem Bickerstaff moved to approve Ordinance No. 3610 that the property tax rate be increased by the adoption of a tax rate of $0.770819, which is effectively a 7.27 percent increase in the tax rate. The motion was seconded by Councilman King and carried by the following vote:

Voting Yes: Felix, Franks, Ross, Watkins, Adams, King and Bickerstaff
Voting No: none

14-2428 Consider an ordinance of the City of Sachse, Texas, amending the Code of Ordinances by amending Chapter 6 titled, "Health and Sanitation" by amending Section 6-11 titled "Solid Waste Regulations" by removing Subsection "A" titled "Rate Schedule" so as to set forth solid waste rates for residential service in the master fee schedule:
Following discussion, Councilman Franks moved to approve Ordinance No. 3611, amending the Code of Ordinances by amending Chapter 6 titled, "Health and Sanitation" by amending Section 6-11 titled "Solid Waste Regulations" by removing Subsection "A" titled "Rate Schedule" so as to set forth solid waste rates for residential service in the master fee schedule. The motion was seconded by Mayor Pro Tem Bickerstaff and carried unanimously.

14-2430 Consider a Resolution of the City Council of the City of Sachse, Texas, amending the master fee schedule by adopting solid waste rates for residential service.
Following discussion, Councilman Adams moved to approve Resolution No. 3612 amending the master fee schedule by adopting solid waste rates for residential service. The motion was seconded by Councilman Watkins and carried unanimously.

14-2439 Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement, by and between the City of Sachse and IPS Advisors to provide employee benefit consulting/broker services for city employees:
Following discussion, Councilman Franks moved to approve Resolution No. 3613 approving the terms and conditions of an agreement, by and between the City of Sachse and IPS Advisors to provide employee benefit consulting/broker services for city employees. The motion was seconded by Councilman Watkins and carried unanimously.

14-2440 Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement between the City of Sachse and Stripe-A-Zone Pavement Marking Specialists:
Following discussion, Councilman Franks moved to approve Resolution No. 3614 approving the terms and conditions of an agreement between the City of Sachse and Stripe-A-Zone Pavement Marking Specialists. The motion was seconded by Councilman Ross and carried unanimously.

14-2433 Consider appointment to the Zoning Board of Adjustments:
Following discussion, Councilman Franks moved to appoint Dave Zukoski as ZBA alternate and Jeremy Hallock as a regular member. The motion was seconded by Mayor Pro Tem Bickerstaff.

Following additional discussion, Councilman Franks moved to amend his motion to move Jeremy Hallock from an alternate member to a regular member and Dave Zukoski as alternate member for remainder of term and extend it for a full term. The amendment was seconded by Mayor Pro Tem Bickerstaff and carried unanimously.

5. Adjournment:
There being no further business, Councilman Franks moved to adjourn. The motion was seconded by Councilman Adams and carried unanimously. The meeting adjourned at 8:43 p.m.

ATTEST: APPROVED:

CITY SECRETARY MAYOR

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

Legislation Details (With Text)

File #:	14-2457	**Version:** 1	**Name:**	Monthly Revenue and Expenditure Reports
Type:	Agenda Item		**Status:**	Agenda Ready
File created:	9/29/2014		**In control:**	City Council
On agenda:	10/6/2014		**Final action:**	
Title:	Consider receiving the Monthly Revenue and Expenditure Report for the period ending August 31, 2014. Executive Summary The Finance Department will prepare a report each month to update the City Council regarding revenues and expenditures for the City. The attached reports are for the month ended August 31, 2014.			
Sponsors:				
Indexes:				
Code sections:				
Attachments:	GF 08-31-2014.pdf UF 08-31-2014.pdf DS 08-31-2014.pdf SEDC 08-31-2014.pdf			

Date	Ver.	Action By	Action	Result

Title
Consider receiving the Monthly Revenue and Expenditure Report for the period ending August 31, 2014.

Executive Summary
The Finance Department will prepare a report each month to update the City Council regarding revenues and expenditures for the City. The attached reports are for the month ended August 31, 2014.

Background
Included in the report are unaudited summaries for the General Fund, Utility Fund, Debt Service Fund, and Sachse Economic Development Corporation, for the period ended August 31, 2014.

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

Budgetary Considerations
N/A

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Staff Recommendations
Staff recommends that the City Council receive the Monthly Revenue and Expenditure Report for the period ending August 31, 2014 as a Consent Agenda item.

City of Sachse

Monthly Revenue and Expenditure Report

August 31, 2014

(Unaudited)

GENERAL FUND

	Annual Budget	Current Month Actual	Actual YTD	92% of Year Completed YTD Actual as a Percent of Budget	Note Reference 92%
Revenue Summary					
Property Tax	$ 6,866,469	$ 14,329	$ 6,909,667	100.63%	
Sales Tax	875,193	113,897	908,425	103.80%	
Franchise Fees	1,431,811	132,746	1,388,596	96.98%	
Licenses and Permits	531,650	86,309	698,108	131.31%	**A**
Service Fees	531,173	119,886	912,573	171.80%	**A**
Fines	365,000	19,796	201,579	55.23%	
Interest Income	5,000	(931)	4,623	92.45%	
Miscellaneous Income	141,097	(496)	128,781	91.27%	
Intergovernmental Revenue	945,617	78,801	866,816	91.67%	
Total Revenue	**$ 11,693,010**	**$ 564,335**	**$ 12,019,167**	**102.79%**	
Expenditure Summary					
City Manager	$ 313,446	$ 25,198	$ 268,079	85.53%	
City Secretary	161,036	13,639	143,629	89.19%	
Human Resources	238,777	20,165	197,394	82.67%	
Finance	488,373	47,443	436,433	89.36%	
Municipal Court	171,190	15,133	145,329	84.89%	
Parks & Recreation	781,224	62,606	663,783	84.97%	
Senior Programs	106,526	12,807	98,249	92.23%	
Library Services	295,001	27,101	263,672	89.38%	
Community Development	612,651	65,772	523,004	85.37%	
Streets & Drainage	1,060,526	85,051	791,370	74.62%	
Facility Maintenance	319,638	28,599	291,832	91.30%	
Police	3,165,608	298,383	2,715,266	85.77%	
Animal Control	154,026	16,668	140,571	91.26%	
Fire/EMS	2,274,839	223,985	1,986,280	87.32%	
Combined Services	1,217,006	74,709	1,121,952	92.19%	
City Engineer	263,883	27,000	226,606	85.87%	
Total Expenditures	**$ 11,623,750**	**$ 1,044,257**	**$ 10,013,448**	**86.15%**	
Total Revenue Over/Under Expenses	**$ 69,260**	**$ (479,921)**	**$ 2,005,719**		

Explanation of Major Variances:

A As of August 31st, Building Permits, Plan Review Fees, and Developer Fees have exceeded the annual budget by a combined $488,728.

City of Sachse

Monthly Revenue and Expenditure Report

August 31, 2014

(Unaudited)

UTILITY FUND

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget (92% of Year Completed)	Note Reference
Revenue Summary					92%
Water Revenue	$ 4,062,949	$ 384,291	$ 3,186,989	78.44%	
Sewer Revenue	3,092,342	242,882	2,796,070	90.42%	
Fees	162,200	16,243	183,709	113.26%	
Impact Fees	-	-	-		**A**
Interest Income	3,500	(175)	538	15.36%	
Miscellaneous Income	1,000	-	-	0.00%	
Total Revenue	**$ 7,321,991**	**$ 643,240**	**$ 6,167,306**	**84.23%**	
Expenditure Summary					
Utility Administration	$ 268,754	$ 22,521	$ 237,462	88.36%	
Water Operations	3,990,717	337,836	3,576,428	89.62%	
Sewer Operations	3,006,735	225,600	2,546,612	84.70%	
Meter Reading	126,110	(20,384)	123,370	97.83%	**B**
Total Expenditures	**$ 7,392,316**	**$ 565,573**	**$ 6,483,872**	**87.71%**	
Total Revenue Over/Under Expenses	**$ (70,325)**	**$ 77,667**	**$ (316,566)**		

Explanation of Major Variances:

A Impact Fees are no longer reported in the Utility Fund

B Negative amount in Meter Reading is for transferring New Construction Meter Sets to Capital.

Monthly Revenue and Expenditure Report
August 31, 2014
(Unaudited)

Debt Service Fund

92% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 92%
Revenue Summary					
Property Tax	$ 2,915,826	$ 5,132	$ 2,932,746	100.58%	
Interest Income	1,500	(168)	945	62.99%	
Total Revenue	**$ 2,917,326**	**$ 4,963**	**$ 2,933,690**	**100.56%**	
Expenditure Summary					
Fees	$ 1,000	$ -	$ 915	91.46%	
Principal	1,125,000	-	1,125,000	100.00%	**A**
Interest	1,798,531	890,956	1,798,531	100.00%	**A**
Total Expenditures	**$ 2,924,531**	**$ 890,956**	**$ 2,924,446**	**100.00%**	
Total Revenue Over/Under Expenses	**$ (7,205)**	**$ (885,992)**	**$ 9,245**		

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

City of Sachse

Monthly Revenue and Expenditure Report

August 31, 2014

(Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

	Annual Budget	Current Month Actual	Actual YTD	92% of Year Completed YTD Actual as a Percent of Budget	Note Reference 92%
Revenue Summary					
Sales Tax	$ 429,796	$ 56,948	$ 443,828	103.26%	
Other Income	$ -	$ -	$ 10,000		**A**
Interest Income	7,500	(1,166)	6,695	89.26%	
Total Revenue	**$ 437,296**	**$ 55,782**	**$ 460,523**	**105.31%**	
Expenditure Summary					
Expenditures	507,757	54,274	280,148	55.17%	
Total Expenditures	**$ 507,757**	**$ 54,274**	**$ 280,148**	**55.17%**	
Total Revenue Over/Under Expenses	**$ (70,461)**	**$ 1,508**	**$ 180,375**		

Explanation of Major Variances:

A Garland ISD Contribution

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

Legislation Details (With Text)

File #:	14-2448	**Version:**	1	**Name:**	Investment Advisory Services Agreement Renewal
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	9/29/2014			**In control:**	City Council
On agenda:	10/6/2014			**Final action:**	

Title: Consider a resolution of the City Council of the City of Sachse, Texas, approving the renewal of an agreement with Valley View Consulting for the purpose of investment advisory services for an additional two years and authorizing the City Manager to execute such renewal; and providing an effective date.

Executive Summary
The Public Funds Investment Act (PFIA) requires that investment advisory services contracts be reviewed every two years.

Sponsors:

Indexes:

Code sections:

Attachments: IA Contract Proposed 10 2014.pdf
Form ADV Part 2 2014 03 15.pdf
Resolution Approving Valley View renewal.pdf

Date	Ver.	Action By	Action	Result

Title
Consider a resolution of the City Council of the City of Sachse, Texas, approving the renewal of an agreement with Valley View Consulting for the purpose of investment advisory services for an additional two years and authorizing the City Manager to execute such renewal; and providing an effective date.

Executive Summary
The Public Funds Investment Act (PFIA) requires that investment advisory services contracts be reviewed every two years.

Background
In October 2006, Valley View Consulting, LLC was initially contracted to provide investment advisory services to the City. The City desires to renew the contract which expires on September 30th, 2014 for a two year period with the option to renew for an additional 2 years.

The City has, under the guidance and advice of Valley View Consulting, laddered the City 's portfolio with authorized investments whenever possible in order to address portfolio diversification, yield and maturity, while maintaining the liquidity required for obligations as they come due. They also assist the City with the Investment Policy and Broker/Dealers list annual review as required by the PFIA and in the preparation of Quarterly Investment Reports.

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As part of this advisory service, Valley View assisted with the current bank depository request for proposals and will spearhead the bank depository RFA process and procedure required prior to the the expiration of the agreement September 30, 2015.

Policy Considerations
Investment strategies and objectives to preserve principal, maintain liquidity and attain competitive overall yields.

Budgetary Considerations
The cost of the advisory service will be approximately .08% (annualized) or .02% per quarter applied against the City's average book value balance in its portfolio. The fee will be charged against interest earnings. These fees have been taken into consideration for the current budget. Fees paid in 2012-2013 were approximately $21,500. The fees for 2013-2014 are projected to total approximately the same at $21,500. The fee has decreased as anticipated from previous renewals due to the spending of the 2006 General Obligation Bond Program.

Staff Recommendations
Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, approving the renewal of an agreement with Valley View Consulting for the purpose of investment advisory services for an additional two years and authorizing the City Manager to execute such renewal; and providing an effective date as a consent agenda item.

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EXHIBIT "A"

AGREEMENT
BY AND BETWEEN
THE CITY OF SACHSE, TEXAS
AND
VALLEY VIEW CONSULTING, L.L.C.

It is understood and agreed that the City of Sachse (the *Investor*) will have from time to time money available for investment (*Investable Funds*) and Valley View Consulting, L.L.C. (*Advisor*) has been requested to provide professional services to the Investor with respect to the Investable Funds. This agreement (the *Agreemen*t) constitutes the understanding of the parties with regard to the subject matter hereof.

1. This Agreement shall apply to any and all Investable Funds of the Investor from time to time during the period in which this Agreement shall be effective.

2. The Advisor agrees to provide professional services as requested by the Investor while adhering to the rules and regulations of Securities and Exchange Commission-registered investment advisors.

3. The Advisor, if so requested, is prepared to perform the following duties:

   a. Assist the Investor in developing cash flow projections,

   b. Suggest appropriate investment strategies to achieve the Investor's objectives,

   c. Advise the Investor on market conditions, general information and economic data,

   d. Analyze risk/return relationships between various investment alternatives,

   e. Attend occasional meetings as requested by the Investor,

   f. Assist in the selection, purchase, and sale of investments. The Advisor shall not have discretionary investment authority over the Investable Funds and the Investor shall make all decisions regarding purchase and sale of investments. All funds shall be invested consistent with the Texas Public Funds Investment Act, Chapter 2256 Government Code and the Investor's Investment Policy. The eligible investments are listed in the Investor's Investment Policy,

   g. Advise on the investment of bond funds as to provide the best possible rate of return to the Investor in a manner which is consistent with the proceedings of the Investor authorizing the investment of the bond funds or applicable federal rules and regulations,

   h. Assist the Investor in creating investment reports in compliance with State legislation and the Investor's Investment Policy,

   i. Assist the Investor in creating monthly portfolio accounting reports, and

   j. Assist the Investor in selecting a primary depository services financial institution.

4. The Investor agrees to:

a. Compensate the Advisor for any and all services rendered and expenses incurred as set forth in Appendix A attached hereto,

b. Provide the Advisor with the schedule of estimated cash flow requirements related to the Investable Funds, and will promptly notify the Advisor as to any changes in such estimated cash flow projections,

c. Allow the Advisor to rely upon all information regarding schedules, investment policies and strategies, restrictions, or other information regarding the Investable Funds as provided to it by the Investor and that the Advisor shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information,

d. Recognize that there is no assurance that recommended investments will be available or that such will be able to be purchased or sold at the price recommended by the Advisor, and

e. Not require the Advisor to place any order on behalf of the Investor that is inconsistent with any recommendation given by the Advisor or the policies and regulations pertaining to the Investor.

5. In providing the investment services in this Agreement, it is agreed that the Advisor shall have no liability or responsibility for any loss or penalty resulting from any investment made or not made in accordance with the provisions of this Agreement, except that the Advisor shall be liable for its own gross negligence or willful misconduct; nor shall the Advisor be responsible for any loss incurred by reason of any act or omission of any broker, selected with reasonable care by the Advisor and approved by the Investor, or of the Investor's custodian. Furthermore, the Advisor shall not be liable for any investment made which causes the interest on the Investor's obligations to become included in the gross income of the owners thereof.

6. The fee due to the Advisor in providing services pursuant to this Agreement shall be calculated in accordance with Appendix A attached hereto, and shall become due and payable as specified. Any and all expenses for which the Advisor is entitled to reimbursement in accordance with Appendix A attached hereto shall become due and payable at the end of each calendar quarter in which such expenses are incurred.

7. This Agreement shall remain in effect until September 30, 2016, with the option of the Investor to extend this Agreement in two year increments thereafter. Provided, however, the Investor or Advisor may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to the Advisor for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated, all investments and/or funds held by the Advisor shall be returned to the Investor as soon as practicable. In addition, the parties hereto agree that upon termination of this Agreement the Advisor shall have no continuing obligation to the Investor regarding the investment of funds or performing any other services contemplated herein.

8. The Advisor reserves the right to offer and perform these and other services for various other clients. The Investor agrees that the Advisor may give advice and take action with respect to any of its other clients, which may differ from advice given to the Investor. The Investor agrees to coordinate with and avoid undue demands upon the Advisor to prevent conflicts with the performance of the Advisor towards its other clients.

9. The Advisor shall not assign this Agreement without the express written consent of the Investor.

10. The Investor acknowledges that:

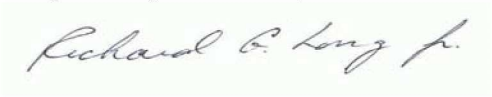
1) _____ Investor was provided a written copy of Form ADV Part 2 not less than 48 hours prior to entering into this written contract, or

2) _____ Investor received a written copy of Form ADV Part 2 at the time of entering into this contract and has the right to terminate this contract without penalty within five business days after entering into this contract.

3) __X__ Investor is renewing an expiring contract and has received in the past, and offered annually, a written copy of Form ADV Part 2.

When accepted by the Investor, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Investor and Advisor for the purposes and the consideration herein specified.

Respectfully submitted,



Richard G. Long, Jr.
Manager, Valley View Consulting, L.L.C.

This agreement is hereby agreed to and executed on behalf of the City of Sachse, Texas.

By: _____

Title: _____

Date: _____

APPENDIX A

REQUESTED SERVICES, FEE SCHEDULE AND EXPENSE ITEMS

In consideration for these services, an annual fee equal to .08% (.0008) of the investment portfolio's average book value. Said fee shall be due and payable at the end of each investment quarter.

For example:

First quarter of the fiscal year (October, November and December) service period would be billable January 1, based on the following calculation:

(Average Book Value * .0002)

In the event a flexible repurchase agreement or other similar investment option is utilized, the Advisor shall receive a normal and customary fee within the guidelines of the Internal Revenue Service, in lieu of Agreement Fee.

Said fee includes all costs related to the requested services, and all travel and business expenses related to attending one onsite meeting per quarter. Travel and business expenses for special meetings or requests of the Investor will be reimbursed by the Investor to the Advisor, to the extent any such expenses have been pre-approved by the Investor. The obligation of the Advisor to pay expenses shall not include any costs incident to litigation, mandamus action, test case or other similar legal actions.

Any other services requested by the Investor will include appropriate fees and expenses as mutually agreed to by the Investor and the Advisor at the time of request.

FORM ADV Part 2 – The Brochure

Valley View Consulting, L.L.C.
2428 Carters Mill Road
Huddleston, VA 24104-4003

SEC File Number 801-56181

540.297.3419 phone
540.297.3758 fax

www.valleyviewconsulting.net

March 15, 2014

This brochure provides information about the qualifications and business practices of Valley View Consulting, L.L.C. If you have any questions about the contents of this brochure, please contact us at 540.297.3419. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

This filing of Form ADV Part 2 is in conjunction with the Annual Updating Amendments requirement. Only minor wording edits have been performed. The last update to this brochure was March 3, 2013.

Valley View Consulting, L.L.C.

Table of Contents

Advisory Business

Fees and Compensation

Performance-Based Fees and Side-By-Side Management

Types of Clients

Methods of Analysis, Investment Strategies and Risk of Loss

Disciplinary Information

Other Financial Industry Activities and Affiliations

Code of Ethics, Privacy Policy, Participation or Interest in Client Transactions, and Personal Trading

Brokerage Practices

Review of Accounts

Client Referrals and Other Compensation

Custody

Investment Discretion

Voting Client Securities

Financial Information

Valley View Consulting, L.L.C.

Advisory Business

Valley View Consulting, L.L.C. ("Valley View"), established in 1998 and registered in 1999.

Valley View provides investment supervisory services primarily to public entities and their related organizations. Services are provided on a non-discretionary, non-custodial basis. State legislation and individual client investment policies determine authorized investments and appropriate strategies. Fixed income/fixed maturity securities, mutual funds, local government investment pools, and financial institution deposits provide the main investment options. Strategies are generally focused on safety of principal and maintenance of adequate liquidity to fund operational needs.

Each client's investment policy and cash flow requirements tailor the investment advice offered by Valley View. Clients have complete control and discretion over allowed investments and implemented strategies.

As of December 31, 2013, Valley View provided advisory services to thirty-three entities with approximately $2.5 billion in total assets. Additionally, Valley View provides cash and investment consulting services to non-advisory clients.

Valley View is solely owned by Richard G. Long, Jr.

Fees and Compensation

Investment supervisory fees can be a percentage of assets under management, hourly rates, fixed fees, or a combination of these. All fees are negotiable, and direct-billed and payable in arrears. Fees structures generally range from 0.01% to 0.30%, annually, based on the book value of assets under management; $150.00 to $750.00 per hour; $500 to $25,000 per project; $800 to $3,000 per day; $150.00 to $500.00 per month; $400.00 to $1,000.00 per transaction; or other fees as negotiated at the time of contract. In some cases, a minimum annual fee may apply. Contracts are cancelable without cause with 30 day notice. Clients maintain their own safekeeping agent/custodian relationships and are responsible for any related fees. Local government investment pools and mutual funds are subject to their own fee schedules. Recommended mutual funds have been, and are anticipated to be, no-load. Valley View assists each client in minimizing transactional expenses or any other normal business expenses that might be incurred in the management of its funds.

In the event that a flexible repurchase agreement or other structured investment option is utilized for bond proceeds, Valley View may receive a normal and customary fee (usually paid by the counterparty) within the guidelines of the Internal Revenue Service, in lieu of the fee prescribed in advisor agreement.

Although no other forms of compensation are anticipated, if any additional compensation is received, the amount and source will be disclosed to the client.

Performance-Based Fees and Side-By-Side Management

Valley View does not charge any performance-based fees nor participate in side-by-side management.

Valley View Consulting, L.L.C.

Types of Clients

Valley View generally provides investment advice to "government entity" investors, including, but not limited to: state agencies, cities, counties, school districts, special districts, colleges and universities, and special authorities. Additionally, Valley View provides advice to clients on matters not directly involving investing.

Valley View does not impose a minimum dollar value of assets for starting or maintaining a relationship.

Methods of Analysis, Investment Strategies and Risk of Loss

Each client's investment policy governs investment strategy selection and implementation, with most client investment objectives focused on preservation of principal and maintenance of adequate liquidity to fund ongoing operations. Selecting investments with limited credit risk and matching short and long-term maturity purchases to client-based cash needs primarily manage the risk of realized loss. Most investments are cash equivalent or fixed income/fixed maturity that are held to maturity.

Depending upon investment and strategy selection, each client may risk loss of principal or anticipated earnings due to issuer default or adverse market movement.

Valley View most often offers advice on: money market instruments, certificates of deposit and other financial institution deposits, municipal securities, mutual fund shares, United States government securities, repurchase agreements, and local government investment pools. Valley View's analysis includes fundamental, cyclical, and client-based cash flow requirements. Information sources include financial newspapers and magazines, research material prepared by others, corporate rating services, annual reports, prospectuses, regulatory filings, and other financial information sources.

Credit Risk – Most government entities specifically manage and restrict the exposure to credit risk. Assuming large amounts of credit risk is inconsistent with the main objectives to "primarily emphasize safety of principal and liquidity." All issuers contain incremental credit risk, although the markets believe certain ones have little to no real credit risk (e.g. U.S. government securities). Generally, legislation does allow specific issuer-types with true credit risk, but restricts that risk based on measurements of nationally recognized credit rating agencies.

Credit risk considerations extend beyond the investments that are selected to be included in the organization's portfolio. Properly collateralized deposits or repurchase agreements, secured in accordance with the investment policy and federal banking regulations, essentially reduce the inherent credit risk of the financial institution or counterparty. Periodic review of collateral values and financial institution strength ensures that any exposure remains minimal.

Prior to investment, accurate identification of the individual issuer's risk profile or the local government investment pool/mutual fund's investment criteria, and analysis of the historical risk/return relationship determines if the client will potentially receive adequate return for any increased risk. Although minimum credit rating requirements may apply, the investment policies and strategies of available pools/funds are reviewed to ensure that their policies are congruent with those of the client.

Market/Opportunity Risk – The restriction of most credit risks focuses portfolio management on controlling market risk and opportunity risk. Working with the yield curve, issuer yield spreads, and cash flow requirements addresses these two risks.

Appropriate yield curve positioning, with limited interest rate cycle timing, provides most yield enhancement. Our services include the research and analysis necessary to assist the client in formulating strategy recommendations. Cash flow predictability creates the baseline for investment strategy development. Keeping current-use funds in expenditure-related maturities or cash-equivalent alternatives, while positioning stable and longer range funds further out the yield curve, provides overall portfolio enhancement.

For government entities, the higher yield-advantage of extended maturities most safely manifests itself in increased interest earnings (not speculative gains). Therefore, a hold-to-maturity strategy is primarily utilized.

Disciplinary Information

Valley View attempts to comply with all registration requirements and has not experienced any legal or disciplinary event that is material to a client's evaluation of its advisory business or to the integrity of its management personnel.

Other Financial Industry Activities and Affiliations

Valley View is not affiliated with any other financial institution and no related person is a general partner in any partnership in which clients are solicited to invest. There are no registrations current or pending for either the firm or its management personnel to register as a broker-dealer, futures commission merchant, commodity pool operator, commodity trading advisor, or an associated person to the forgoing entities.

Valley View provides investment advisory services on a consulting–basis through Estrada Hinojosa & Company, Inc. Estrada Hinojosa (a registered broker-dealer and adviser firm) provides similar investment advisory services to its financial advisory clients. No client transactions are conducted with Estrada Hinojosa.

Two Valley View team members individually hold positions that provide continuing education services through the University of North Texas (see attached resumes).

Any and all investment advice and security transactions are separately handled and are not subject to any commingling or front loading. Except as described above, Valley View is not compensated by any investment provider or investment manager.

Valley View is actively engaged in business other than giving investment advice, and anticipates spending less than 50% of its resources pursuing and providing non-investment services. Other activities include, but are not limited to: bank service analysis and provider selection, cash and investment management policies and procedures creation and revision, government entity investment continuing education, and other finance-related services.

Valley View Consulting, L.L.C.

Code of Ethics, Privacy Policy, Participation or Interest in Client Transactions, and Personal Trading

Valley View maintains a Code of Ethics that is available upon request to its clients. The Code is designed to prevent client-based conflicts of interest and attempts to comply with applicable laws and regulations.

Valley View advises governmental entities subject to various open records requirements. Therefore most, if not all, client information is considered public. If Valley View and its advisory personnel do have access to non-public information (e.g. bank account numbers), said information shall not be disclosed without the prior written approval of the client and any discarded files shall be destroyed (e.g. shredded).

As a firm, Valley View does not participate in, nor have an interest in, investments that may be recommended to clients or resulting client transactions. However, the team members are allowed to purchase similar investments for his or her personal account and related accounts. The team member is not allowed to commingle or execute in front of client transactions.

To further reduce any conflict of interest, individual Valley View team members primarily invest in "non-reportable securities" or securities not eligible for client portfolios.

Brokerage Practices

Specific client consent is required to determine the investments to be bought or sold, the amount of the investments to be bought or sold, the broker-dealer or financial institution to be used, or the commission rates to be paid (where applicable). In most cases, the client authorizes and annually re-approves a broker-dealer list. Valley View may assist clients in selecting broker-dealers based on the firm and representative's public funds experience, compliance with client investment policies, competitive pricing, and responsiveness to client needs. Valley View does receive "general" market research from investment providers, however no products, services, or soft dollar benefits are provided to Valley View. Eligible securities are usually sold by each broker-dealer "as principal" without additional commissions. Multiple client transactions are not aggregated as each client has specific needs and settlement requirements. Given the commonality of most investment options, not aggregating generally does not result in higher commissions or costs.

Review of Accounts

At relationship initiation, Valley View reviews each client's investment policy, eligible investment products, current investment practices, cash flow requirements, recent investment reports, authorized broker-dealer and investment provider lists, and other pertinent documentation. Investment maturities, significant cash inflows and/or outflows, bond issuance, quarter end, fiscal year end, major market movements, and other factors trigger periodic reviews. Ongoing reviews include current portfolio, projected cash flows, investment policy requirements, investment strategy targets, market conditions, and other considerations.

As Chief Investment Officer, Mr. Long performs the investment supervisory function and reviews all accounts. Ms. Anderson, Mr. Day, Mr. Koch, and Mr. Ross assist in all aspects of client service as registered investment adviser representatives.

Client reports include, but are not limited to:

- Individual transaction information (at time of transaction).
- Broker-dealer trade and financial institution deposit confirmations and activity reports sent directly to the client by the respective firm.
- Safekeeping agent/custodian clearance receipts and holdings reports sent directly to the client.
- Written portfolio reports, prepared as per each client's investment policy and contract terms (usually quarterly).

Fixed income security "Fair Value" is provided by client-specific safekeeping agents/custodians, by generally available market prices, or determined by reviewing generally available offering prices and decreasing the price by an appropriate bid/offer spread.

Client Referrals and Other Compensation

Valley View does not have any arrangements where it receives cash or other economic benefit from a non-client in connection with giving advice to clients. Valley View has an agreement with Estrada Hinojosa & Company, Inc. to provide cash or other economic benefit for client referrals. The arrangement and potential compensation are disclosed to each potential client prior to contract initiation, and on an ongoing basis thereafter.

Custody

Valley View does not have custody of client funds.

Investment Discretion

Valley View does not have investment discretion over client funds. Any and all investment advice and investment transactions are separately handled and are not subject to any commingling or front loading.

Voting Client Securities

Valley View does not vote client proxies. Each client's safekeeping agent/custodian is responsible for communicating any and all proxy events.

Financial Information

Valley View does not have discretion over investment transactions, custody of client funds, or require payment of more than $1,200 in fees per client, six or more months in advance. Audited financial statements are not available.

Valley View Consulting, L.L.C.

Résumés

Richard G. Long, Jr.

- Manager, Valley View Consulting, L.L.C.
- Center for Public Management Staff, University of North Texas
- Investment industry since 1981
- Founded Valley View Consulting, L.L.C and registered with the SEC as an investment advisory firm

Mr. Long's background includes extensive public entity investment management. He has been actively involved in government entity investment legislation; investment policies and strategies; cash flow-based investment portfolios; eligible investment options; appropriate asset allocations; investment transaction settlement and safekeeping procedures; bank service agreements; and arbitrage rebate regulation.

Mr. Long founded Valley View Consulting, L.L.C., in the fall of 1998 and became registered with the Securities and Exchange Commission as an investment adviser firm effective January 1999. Since 1988, Mr. Long has primarily provided cash and investment-related services to government entities. In earlier capacities, Mr. Long originated corporate, asset backed and tax-exempt securities, managed a government trading operation, and distributed both public and private securities.

On a consulting-basis, Mr. Long coordinates the team's efforts to assist Estrada Hinojosa & Company, Inc. (a registered broker-dealer and investment adviser firm) in providing cash and investment services.

Mr. Long earned a Bachelor of Science, Business Administration degree in Finance from Colorado State University and a Masters of Business Administration degree from the University of Dallas. Mr. Long provides continuing education classes through the University of North Texas and has presented information to multiple investment management organizations.

Susan K. Anderson

- Registered Investment Adviser Representative, Valley View Consulting, L.L.C.
- Chief Executive Officer, Anderson Financial Management, L.L.C.
- Investing Public Funds since 1981
- Former City of Austin, TX Treasurer & Investment Officer
- Served as Chief Investment Officer for State of Texas
- Investment Manager, The PFM Group for 9 years
- Center for Public Management Staff, University of North Texas

Ms. Anderson has extensive public fund experience, beginning in 1971 with her first government position at the City of Austin. Ms. Anderson served the City in the Financial Services Division for over twenty-five years. The last twenty years were specifically dedicated to the management of the investment, debt and cash resources of the City. As Treasurer of the City of Austin, she was responsible for the $1.5 billion investment portfolio, the $3.3 billion debt portfolio and all cash management programs, including collections and bank relations. Additional relevant responsibilities included serving as liaison to all three of the City's pension programs and as Trustee on the City of Austin Firemen's Relief and Retirement Fund, and Board Member of the City of Austin Deferred Compensation Fund. Investment strategies developed for City funds, pension funds and deferred compensation funds spanned the entire spectrum of public-eligible investment products, including fixed income, equity and international funds.

Following her retirement from the City of Austin, she served as Chief Investment Officer for the State of Texas where she was responsible for the management of $35 billion of combined operating, endowment and trust funds. After her public service, she joined the national financial and investment advisory firm, The PFM Group. PFM allowed Ms. Anderson to be exposed to a myriad of government clients with unique needs and requirements and to hone her skills to identify problems and find the appropriate solutions for her clients.

Ms. Anderson earned a Bachelor of Science, Business Administration degree in Finance from St. Edward's University. She is a Certified Cash Manager and a registered investment advisor representative.

Ms. Anderson founded Anderson Financial Management, L.L.C. in 2008 and has partnered with Valley View to bring her expertise to the Valley View team. Ms. Anderson provides continuing education classes through the University of North Texas and has presented information to multiple investment management organizations.

William J. Koch

- Registered Investment Adviser Representative, Valley View Consulting, L.L.C.
- President, Avalon Financial Services
- Public-sector consulting since 1990
- Over forty years financial management experience
- Founded Avalon Financial Services in 1996

Mr. Koch is a capable and versatile financial professional with extensive management and operational credentials that include a strong background in accounting, cash management, treasury, and information systems. He has broad industry experience with both publicly traded and privately held firms, including international market activities, and public sector organizations. His career has included management positions with

Fortune magazine ranked firms in which he was responsible for accounting and financial reporting, treasury, and information services.

Since 1990, Mr. Koch has been a management consultant providing specialized financial services primarily to public sector organizations, including municipalities, school districts, colleges, hospital districts, and regional transportation authorities. With proven financial expertise, solidly versed in statutes and legal requirements, and extensive knowledge of banking systems and services, he has a unique blend of capabilities to offer his clients.

Mr. Koch is a registered investment adviser representative.

Formerly a partner with a regional consulting group, Mr. Koch founded Avalon Financial Services in 1996 and serves as its president. Mr. Koch is a graduate of Texas A&M University.

Thomas H. Ross

- Registered Investment Adviser Representative, Valley View Consulting, L.L.C.
- Retired City of Bedford, Texas Director of Administrative Services
- Over seventeen years public-sector experience
- Lengthy corporate finance and accounting career

Mr. Ross has a background in financial operations and information technology management, including seventeen years in the public sector, and most recently completed fourteen years of service with the City of Bedford, Texas, retiring as Director of Administrative Services. Joining the team in February 2010, Mr. Ross brings a broad and unique client operations perspective to the areas of cash management, governmental accounting, banking relations, management reporting, portfolio management, and general financial analysis, all of which impact the successful execution of a client's investment program.

Mr. Ross is a member of the Government Finance Officers Association of Texas (GFOAT), where he earned the designation of Certified Government Finance Officer (CGFO), and the Government Treasurer's Organization of Texas (GTOT).

Mr. Ross is a registered investment adviser representative.

Mr. Ross is a graduate of Texas A&M University with a Bachelor of Business Administration degree in Management.

Valley View Consulting, L.L.C.

Benjamin F. Day

- Registered Investment Adviser Representative, Valley View Consulting, L.L.C.
- Investment industry since 1984
- Diversified background in sales and trading
- Extensive client-based risk/return analysis experience

Mr. Day is the most recent addition to the Valley View team. He first entered the securities industry in 1984 and has sales and trading desk experience in equity, matched book and fixed income investments. His various positions with large and regional investment-related firms developed a knowledgeable assessment of the major market rallies and melt downs of the last thirty years. This background enhances his outlook regarding portfolio risk/reward and client expectation. He has over fifteen years' experience in developing and delivering investment portfolio management seminars.

Mr. Day is a registered investment adviser representative.

Mr. Day is a graduate of Northwood University with a Bachelor of Business Administration degree.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT, BY AND BETWEEN THE CITY OF SACHSE AND VALLEY VIEW CONSULTING, L.L.C. TO PROVIDE ASSISTANCE TO THE CITY IN THE SELECTION, PURCHASE AND SALE OF INVESTMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Sachse has been presented with a proposed Agreement by and between the City of Sachse, Texas and Valley View Consulting, L.L.C. (the "Agreement") to provide assistance to the City in the selection, purchase and sale of investments; and

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

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

SECTION 1. The City Manager is hereby authorized to execute the Agreement, attached hereto as Exhibit "A", to provide assistance to the City in the selection, purchase and sale of investments.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the _____ day of _____, 2014.

CITY OF SACHSE, TEXAS

_____

Mike Felix, Mayor

ATTEST:

_____

Terry Smith, City Secretary

EXHIBIT "A"
AGREEMENT BY AND BETWEEN THE CITY OF SACHSE, TEXAS
AND VALLEY VIEW CONSULTING, L.L.C.

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

Legislation Details (With Text)

File #:	14-2446	**Version:**	1	**Name:**	Proclamation declaring October, 2014, as Breast Cancer Awareness month.
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	9/18/2014			**In control:**	City Council
On agenda:	10/6/2014			**Final action:**	
Title:	Proclamation declaring October, 2014, as Breast Cancer Awareness month. Executive Summary Julie Tritch will be in attendance to receive the proclamation.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Breast Cancer Awareness.pdf				

Date	Ver.	Action By	Action	Result

Title
Proclamation declaring October, 2014, as Breast Cancer Awareness month.

Executive Summary
Julie Tritch will be in attendance to receive the proclamation.

Background
The proclamation will be presented to Julie Tritch for breast Cancer Awareness month.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Mayor Felix present the proclamation declaring October, 2014, as Breast Cancer Awareness month.

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PROCLAMATION

WHEREAS, In Texas in 2013, there were 15,050 new cases of female breast cancer diagnosed and 2,650 deaths occurred. There were 114 new cases of male breast cancer diagnosed and 27 deaths occurred; and

WHEREAS, Research shows that breast cancer mortality could be reduced by at least 30 percent if women followed recommended breast cancer screening guidelines; and

WHEREAS, All women have a chance of developing breast cancer. Women 50 or older are the most likely to develop breast cancer. African American women are the most likely to die of breast cancer than any other group of women. Getting a mammogram and breast exam only once is not enough. The American Cancer Society recommends that women get a mammogram and clinical breast exam every year beginning at age 40; and

WHEREAS, A woman has the greatest chance of successful treatment if breast cancer is found at an early stage. Early detection practices are part of a good breast health routine. A good breast health routine includes a yearly mammogram, clinical breast examination and monthly breast self-examination.

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

October, 2014 as "Breast Cancer Awareness Month"

and urge all women to become aware that they are at risk and to discuss a screening program with their health care providers.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 6th day of October, 2014.

Mike Felix
Mayor

Litho. in U.S.A.
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Sachse City Hall
3815-B Sachse Road
Sachse, Texas 75048

Legislation Details (With Text)

File #:	14-2461	**Version:**	1	**Name:**	Employee Recognition
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	9/29/2014			**In control:**	City Council
On agenda:	10/6/2014			**Final action:**	
Title:	Recognize employees for their service to the City of Sachse. Executive Summary Each quarter the City Council recognizes employee milestones.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

Title
Recognize employees for their service to the City of Sachse.

Executive Summary
Each quarter the City Council recognizes employee milestones.

Background

Fifteen Years

Billy Ho, after graduating from Louisiana State University, Baton Rouge, LA, began his career with the City of Sachse on August 24, 1999 as an Environmental Health Specialist/Plans Examiner/Residential Building Inspector/Customer Service Representative; in other words, Billy did everything necessary to help the Community Development Department to run as effectively and efficiently as possible. Now, and for the past several years, his duties have changed where he is able to be totally focused on the environmental health side by managing Sachse's stormwater system, ensuring clean public swimming pools, certifying healthy eating establishments, and educating staff and the public on public health issues, mosquitoes and West Nile Virus. Billy has been a great asset to the City of Sachse and an equally great employee these past 15 years and a pleasure to work with and be around.

Twenty Years

Terry Smith began his career with the City of Sachse on October 10, 1994 as the City Secretary. Terry had previous city and county experience prior to joining Sachse. During his 20 years, he has seen tremendous growth in the City and has been an instrumental part of

powered by Legistar™

that growth. He served as Interim City Manager during the 1998-99 fiscal year. Terry has been a great asset and the City of Sachse would not be the same without his 20 years of dedicated service.

Policy Considerations
None

Budgetary Considerations
None

Staff Recommendations
Staff recommends that the presentations be made by Mayor Felix.

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

Legislation Details (With Text)

File #:	14-2458	**Version:**	1	**Name:**	GFOA and GTOT Awards Presentation
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	9/29/2014			**In control:**	City Council
On agenda:	10/6/2014			**Final action:**	

Title: Presentation of the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting, Government Finance Officers Association Distinguished Budget Award, and the Government Treasurers Organization of Texas Investment Policy Certificate of Distinction.

Executive Summary
The City of Sachse Finance Department participates in the Government Finance Officers Association (GFOA) Certificate Program for the Comprehensive Annual Financial Report, GFOA Distinguished Budget Presentation Award, and Government Treasurers Organization of Texas (GTOT) Investment Policy Certificate of Distinction. During Fiscal Year 2014 the City was notified of qualifying for all three awards.

Sponsors:

Indexes:

Code sections:

Attachments: CAEFR Certificate for Publication.pdf
2013 2014 Budget Award.pdf
Certificate 02 14_02 16.pdf

Date	Ver.	Action By	Action	Result

Title
Presentation of the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting, Government Finance Officers Association Distinguished Budget Award, and the Government Treasurers Organization of Texas Investment Policy Certificate of Distinction.

Executive Summary
The City of Sachse Finance Department participates in the Government Finance Officers Association (GFOA) Certificate Program for the Comprehensive Annual Financial Report, GFOA Distinguished Budget Presentation Award, and Government Treasurers Organization of Texas (GTOT) Investment Policy Certificate of Distinction. During Fiscal Year 2014 the City was notified of qualifying for all three awards.

Background
The Certificate of Achievement for Excellence in Financial Reporting has been awarded to the City of Sachse by the GFOA of the United States and Canada for its Comprehensive Annual Financial Report (CAFR) for the fiscal year ending September 30, 2013. The Certificate of Achievement is the highest form of recognition in the area of governmental

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accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management. This is the fifteenth consecutive year that the City's CAFR has received this recognition.

The GFOA of the United States and Canada has awarded a Distinguished Budget Presentation Award to the City of Sachse, Texas for its annual budget for the fiscal year beginning October 1, 2013. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as a financial plan, as an operations guide and as a communication device. The GFOA Distinguished Budget Presentation Award is the highest form of recognition in governmental budgeting, and its attainment represents a significant achievement by the organization. The budget document is examined by a panel of three independent reviewers and must be rated as proficient or outstanding by two out of the three reviewers in four categories. This is the second consecutive year that the City's budget has received this recognition.

For the first time this year, the City submitted its Investment Policy for review by the Government Treasurers Organization of Texas. The GTOT Certificate Program recognizes governments that maintain a comprehensive written investment policy that meets the criteria to comply with the Texas Public Funds Investment Act. The certificate is good for a two-year period expiring February 29, 2016.

Policy Considerations
None

Budgetary Considerations
None

Staff Recommendations
No action is necessary.

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Sachse

Texas

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2013

Executive Director/CEO

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

City of Sachse

Texas

For the Fiscal Year Beginning

October 1, 2013

Executive Director

Government Treasurers' Organization of Texas

Certification of Investment Policy

Presented to

City of Sachse

for developing an investment policy that meets the requirements of the Public Funds Investment Act and the standards for prudent public investing established by the Government Treasurers' Organization of Texas.

Government Treasurers' Organization of Texas
President

Investment Policy Review Committee
Chairperson

For the two-year period ending February 29, 2016

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

Legislation Details (With Text)

File #:	14-2463	**Version:**	2	**Name:**	Staff Briefing by the Fire Chief
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	10/2/2014			**In control:**	City Council
On agenda:	10/6/2014			**Final action:**	
Title:	Staff briefing - Sachse Fire Rescue Executive Summary Department heads provide periodic updates and reports for City Council. This month the Fire Chief will provide an update on Sachse Fire Rescue.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Sachse Fire Rescue 2014 Briefing PDF				

Date	Ver.	Action By	Action	Result

Title
Staff briefing - Sachse Fire Rescue

Executive Summary
Department heads provide periodic updates and reports for City Council. This month the Fire Chief will provide an update on Sachse Fire Rescue.

Background
The briefing will discuss the 2014 activities of Sachse Fire Rescue

Policy Considerations
None

Budgetary Considerations
N/A

Staff Recommendations
None

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City of Sachse Fire Rescue Department

Staff Briefing for City Council

2013-2014

Presented by Chief Rick Coleman

10/06/2014

Staff Briefing for City Council

- The Department
- Operations
- Emergency Medical Services
- Fire Marshal's Office
- Code Compliance
- Emergency Management
- CERT

The Department

- In the process of hiring an Operations Captain.
- 3 Full Time firefighters and 10 Part Time firefighters left this year.
- Upgraded the Plymovent system at Station 1 and Station 2.
- Placed the new Command Vehicle in service this year.
- Promoted a Lieutenant.

The Department continued

- Training –We are constantly striving to better the department through internal and external training that is guided by a new Professional Development Matrix. The following is a snap shot of the training completed this year so far.

-1 Lieutenant took Fire Officer 2

-2 members took swift water rescue Level 1

-2 members took swift water rescue Level 2

-Entire Department took a Heavy Rescue Course

-Multiple personnel began or continued College level courses

-7 with Intermediate Fire Certification

-4 with Advanced Fire Certification

-2 with Master Fire Certification

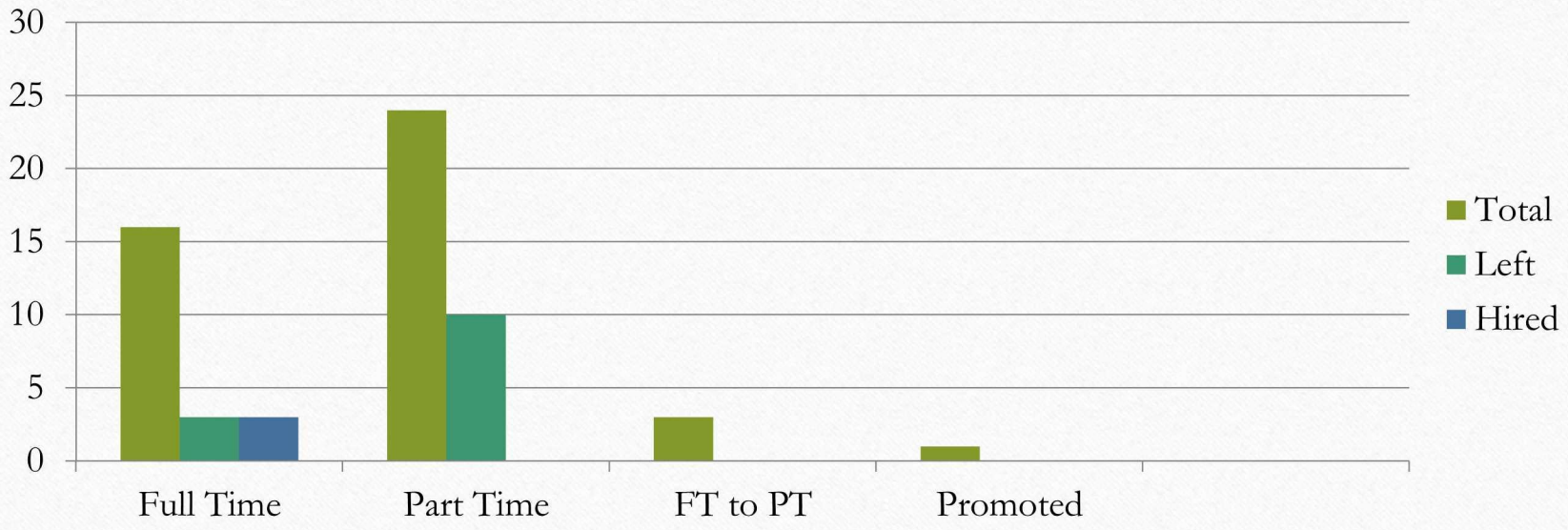
-1 completed Peace Officer School

Operations

- Implemented an updated Cancer prevention and wellness program.
- Changed the process for new hires including an updated Job Task Simulation that meets or exceeds NFPA 1583.
- Renewed the Dallas County Mutual Aid contract.

Operations

Personnel



Emergency Medical Service

- Contracted with Careflite and Methodist Richardson Medical Center for new Medical Control.
- Implemented IQ Operative for tracking EMS supplies and equipment.
- Conducted City staff CPR/AED courses.
- EMS team attended the Texas State EMS conference in Ft Worth.
- Added 3 additional EMT schools to the internship list.

Total Number of Runs
"It's all about the numbers"

Fire Marshal's Office

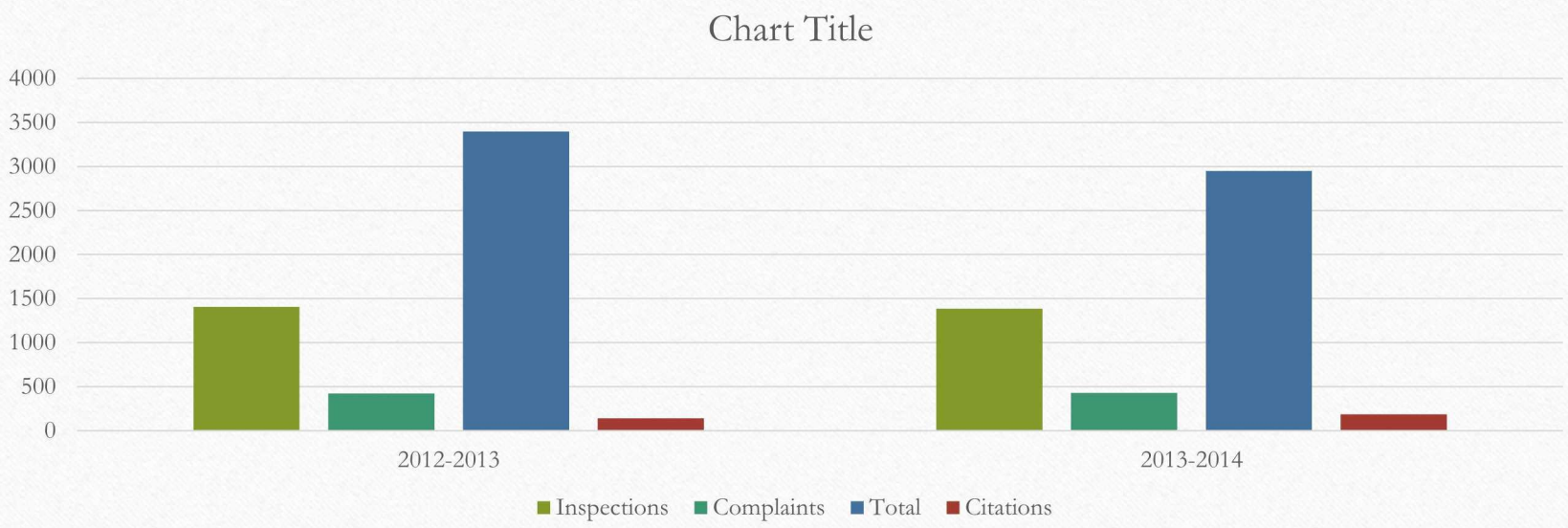
- Fire Inspections
  - Only State Certified Inspectors can perform Fire Inspections in the state. Our Code Enforcement Officer has completed police academy and is now a certified Peace Officer, which was required to allow him to do Fire Inspections. He is assisting with Fire Inspections and CO inspections.
  - We have started an Industrial Park blitz.
- Public Safety Education
  - Expanded education for the Elementary Schools and programs attended by many citizens. (Fall Fest, Red White & Blue Blast).
  - Firefighter Jody Krizan has been trained as a Fire Prevention education specialist. He will work under the supervision of the Fire Marshal to educate the public.
  - Seasonal Fire and Safety Tips on the City Website.

Fire Marshal's Office

- Fire Loss
- Comparisons.
  - 2013 fire loss = Total Value - $1,936,386
  - Total Losses - $1,651,250 = 85.27 %
  - Total Saved - $285,136 = 14.73 %

- Fire Loss
- Comparisons.
  - 2014 fire loss = Total Value - $896,411
  - Total Losses - $234,960 = 26.21 %
  - Total Saved - $661,451 = 73.79 %

Code Compliance



10/06/2014

Emergency Management

- Up staffed the Emergency Operations Center in March for the North Texas Iceageddon incident.
- Completed the Hazardous Mitigation Plan for Dallas County. This project was submitted in November. Still waiting for approval from Texas DEM.
- Was able to use a temporary volunteer Emergency Management professional for a couple of weeks to assist with the EM plan.
- Currently working on Ebola virus mitigation and action plan.

Citizen's Emergency Response Team

- Experienced a leadership change in January of this year.
- 37 CERT responders.
- Signed a MOU with Rowlett Citizen Corps Council making Sachse CERT the 4th organization to do so.
- Combined training and operations in Sachse, Rowlett, Wylie, Garland, McKinney and Fate.
- Participated in city sponsored events like Fallfest, Red White and Blue Blast, parades and the pumpkin prowl

Citizen's Emergency Response Team

- Received a 2014-2016 FEMA funding grant for equipment.
- The CERT's Community Outreach Coordinator organized and conducted several Community Preparedness events during the month of September.
- Assisted with 3 structure fires, severe weather and several public events drove a total of 568 man-hours with an assigned value of $12,575 according to the Independent Sector Website.

City of Sachse Fire Rescue Department

Chief Rick Coleman

3815-D Sachse Road
Sachse, Texas 75048
469-429-9830

rcoleman@cityofsachse.com

10/06/2014

Sachse, Texas

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

Legislation Details (With Text)

File #:	14-2447	**Version:**	1	**Name:**	Administer Oath of Office
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	9/18/2014			**In control:**	City Council
On agenda:	10/6/2014			**Final action:**	
Title:	Administer Oath of Office to Dave Zukoski and Jeremy Hallock on the Board of Adjustments. Executive Summary Mayor Felix will administer the Oath of Office to Dave Zukoski and Jeremy Hallock on the Board of Adjustments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Sample Oath.pdf				

Date	Ver.	Action By	Action	Result

Title
Administer Oath of Office to Dave Zukoski and Jeremy Hallock on the Board of Adjustments.

Executive Summary
Mayor Felix will administer the Oath of Office to Dave Zukoski and Jeremy Hallock on the Board of Adjustments.

Background
At the Council meeting on September 15, 2014, the Council appointed Jeremy Hallock and Dave Zukoski on the Board of Adjustments. Tonight Mayor Felix will administer the Oath of Office.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Mayor Felix administer the Oath of Office to Dave Zukoski and Jeremy Hallock on the Board of Adjustments.

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In the name and by the authority of

THE STATE OF TEXAS

OATH OF OFFICE

SAMPLE

I, Scott Everett do solemnly swear, that I will faithfully execute the duties of the office of the Planning & Zoning Commissioner, of the City of Sachse, State of Texas, and will, to the best of my ability preserve, protect and defend the Constitution and laws of the United States and of this State, so help me God.

X_____
Affiant

SWORN TO and subscribed before me by affiant on the 18th day of November, 2013.

_____
Signature of person administering oath

_____
Printed Name

_____
Title

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

Legislation Details (With Text)

File #:	14-2454	**Version:**	1	**Name:**	Resolution for Collin County Purchasing Cooperative - Paving Improvements for Parkridge Circle and Wrangler/Mane
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	9/25/2014			**In control:**	City Council
On agenda:	10/6/2014			**Final action:**	

Title: Consider a Resolution of the City Council of the City of Sachse, approving purchase orders in the amount not to exceed forty thousand dollars ($40,000.00) to GT Construction, Incorporated for concrete paving improvements at Parkridge Circle and at the intersection of Wrangler Lane and Mane Drive; and providing an effective date.

Executive Summary
This agenda item is for a pricing agreement to construct paving improvements related to two projects included in the 2013-2014 Capital Improvement Plan for the City of Sachse:
- R-13-17 Wrangler/Mane Intersection Pavement Replacement
- R-13-18 Parkridge Circle Pavement Replacement

Sponsors:

Indexes:

Code sections:

Attachments:
PROJECT LOCATIONS PDF
PARKRIDGE CIRCLE - ENGINEERING PLAN PDF
WRANGLER AND MANE - ENGINEERING PLAN PDF
Wylie Purchasing Agreement - Bid Information PDF
Resolution for Purchase Order Parkridge Circle and Wrangler-Mane

Date	Ver.	Action By	Action	Result

Title
Consider a Resolution of the City Council of the City of Sachse, approving purchase orders in the amount not to exceed forty thousand dollars ($40,000.00) to GT Construction, Incorporated for concrete paving improvements at Parkridge Circle and at the intersection of Wrangler Lane and Mane Drive; and providing an effective date.

Executive Summary
This agenda item is for a pricing agreement to construct paving improvements related to two projects included in the 2013-2014 Capital Improvement Plan for the City of Sachse:
- R-13-17 Wrangler/Mane Intersection Pavement Replacement
- R-13-18 Parkridge Circle Pavement Replacement

Background
This agenda item is for the use of the Collin County Purchasing Cooperative two paving projects identified in the 2013-2014 Capital Improvement Plan for the City of Sachse. The project locations are shown in Attachment 1.

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The Parkridge Circle Pavement Replacement Project (R-13-18) is located south of Williford Road in the Parkview Estates Subdivision. A section of the concrete pavement in the cul-de-sac at the end of Parkridge Circle has fallen, creating a sag in the pavement that has become a drainage problem. The engineering plan for the project is shown in Attachment 2.

The Wrangler/Mane Intersection Pavement Replacement Project (R-13-17) is located north of Bunker Hill Road in the Jackson Hills Subdivision. There is a segment of Mane Drive at Wrangler Lane where the existing pavement has fallen, creating a sag in the pavement that has become a drainage problem. The engineering plan for the project is shown in Attachment 3.

Both projects were identified in the 2013-2014 Capital Improvement Plan. Staff is now seeking approval of the funding method to construct the improvements for the two projects.

Collin County has a purchasing cooperative, which allows participating cities, towns, school districts, colleges, and other public entities to utilize price agreements of other participants in the program. The City of Sachse is a participant in the program, and has utilized this cooperative in the past to purchase police vehicles.

The City of Wylie is also a participant in the program. Wylie publicly bid a price agreement contract for concrete in March, 2014 (Attachment 4). As a result of the bid process, Wylie initiated an annual price agreement with three contractors. The agreement has an initial 1-year term, with the option for four additional 1-year terms. GT Construction, Incorporated, was one of the three contractors included in the Wylie price agreement.

Staff is seeking the approval of the City Council of the City of Sachse to utilize the Wylie price agreement to establish purchase orders for GT Construction, Incorporated, to complete the paving improvements related to the Parkridge Circle Pavement Replacement and the Wrangler/Mane Intersection Pavement Replacement. The construction would be done based upon the approved unit prices for concrete identified in the Wylie price agreement. The contractor would be paid based upon the quantities of concrete installed, and not on a lump sum basis.

Policy Considerations
The projects have been identified in the 2013-2014 Capital Improvement Plan.

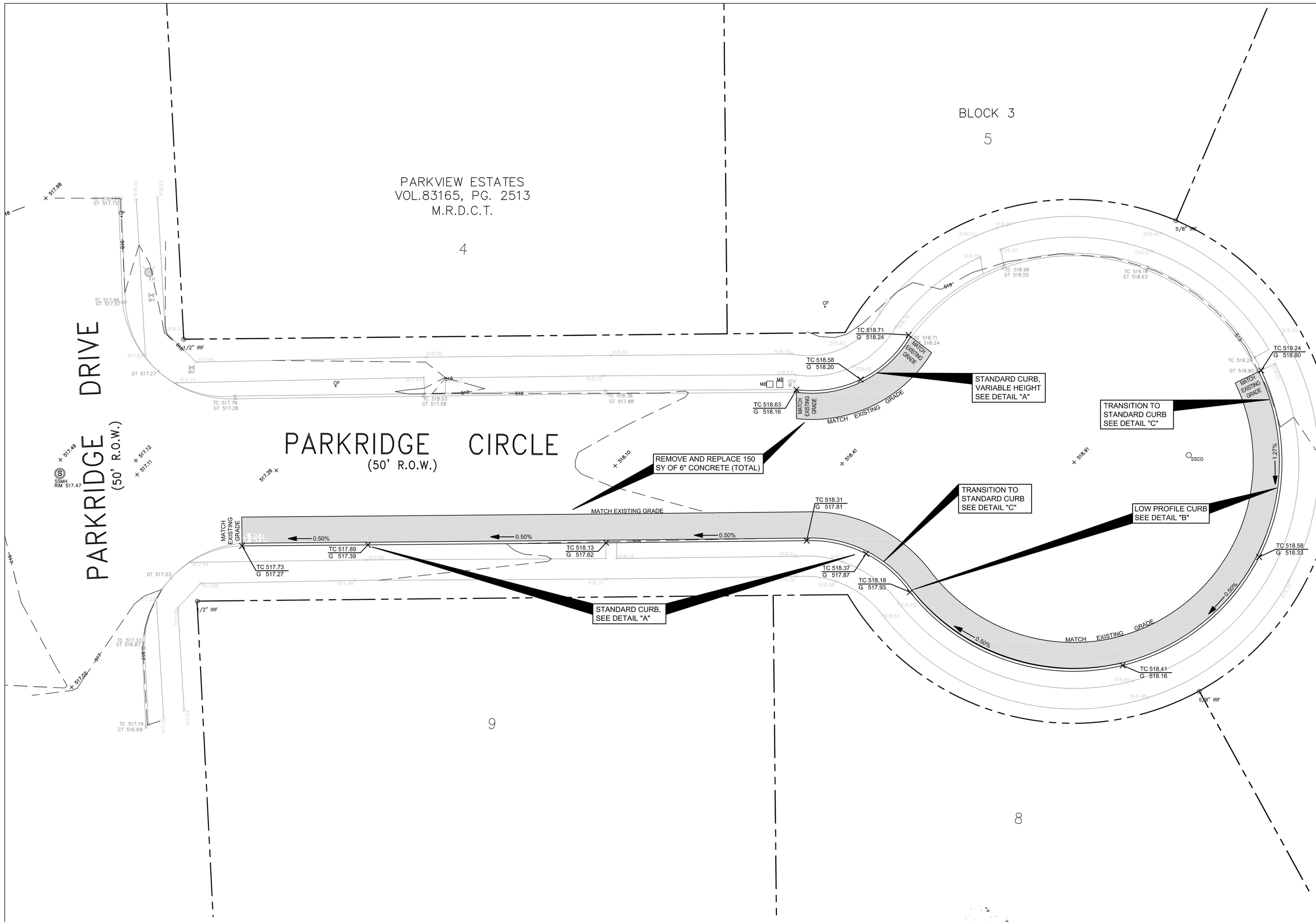
Budgetary Considerations
The funding, as identified in the 2013-2014 Capital Improvement Plan, is as follows:
- R-13-17 Wrangler/Mane Intersection Pavement Replacement - General Fund (Public Works Street Maintenance Budget)
- R-13-18 Parkridge Circle Pavement Replacement - Street Maintenance Tax

Staff Recommendations
Staff recommends the approval of a Resolution of the City Council of the City of Sachse,

approving purchase orders in the amount not to exceed forty thousand dollars ($40,000.00) to GT Construction, Incorporated for concrete paving improvements at Parkridge Circle and at the intersection of Wrangler Lane and Mane Drive; and providing an effective date.

R-13-17
Wrangler/Mane

R-13-18
Parkridge Circle



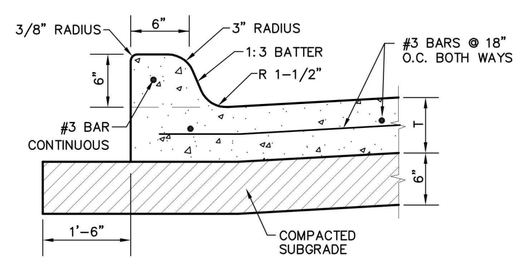
LEGEND

6-INCH CLASS "C" 3500 PSI CONCRETE WITH #3 BARS @ 18" ON CENTER EACH WAY

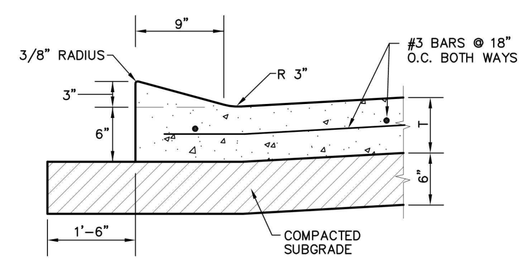
PAVING NOTES

1. CONTRACTOR TO FIELD VERIFY EXISTING PAVEMENT GRADE AT ALL CONNECTION POINTS BETWEEN NEW AND EXISTING PAVEMENT PRIOR TO CONSTRUCTION. IF GRADE DISCREPANCIES ARE FOUND, CONTACT CITY ENGINEER.
2. ALL PROPOSED CONCRETE IS TO BE A MINIMUM OF 6-INCH THICK CLASS "C", 3500 PSI CONCRETE, WITH #3 STEEL REBAR REINFORCEMENT @ 18-INCHES ON CENTER EACH WAY.

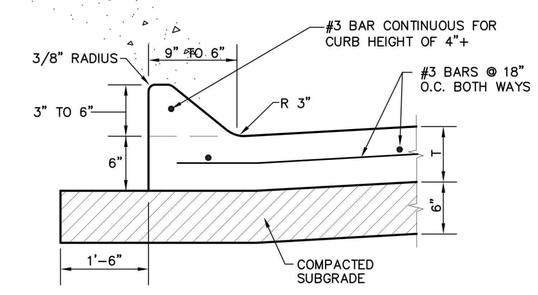
NOTE:
CONTRACTOR TO FIELD VERIFY EXISTING PAVEMENT ELEVATIONS AT ALL TIE IN POINTS PRIOR TO CONSTRUCTION. IF A DISCREPANCY IS FOUND, CONTACT THE CITY ENGINEER AT 469-429-4792 PRIOR TO COMMENCING PAVEMENT REMOVAL AND REPLACEMENT.



A STANDARD CURB W/ VARIABLE HEIGHT
NOT TO SCALE



B LOW PROFILE CURB
NOT TO SCALE



B TRANSITION CURB
NOT TO SCALE

BASIS OF BEARING & BENCHMARK:
THE BASIS OF BEARING AND ELEVATIONS FOR THIS SURVEY IS THE TEXAS STATE PLANE, NORTH CENTRAL ZONE, GEODETIC BEARING ESTABLISHED BY GPS MEASUREMENTS TAKEN ON THE GROUND JUNE 13, 2013 AND TIED TO THE CITY OF SACHSE MONUMENTATION NETWORK MONUMENT NO. 1 AND MONUMENT NO. 2

ALL DISTANCES ON THIS DRAWING ARE SCALED TO SURFACE DISTANCE USING A SCALE FACTOR OF 1.000148772129.

STATION NO. 1 CITY OF SACHSE GPS CONTROL
N 7042486.161 E 2555904.871 ELEV: 527.23

STATION NO. 2 CITY OF SACHSE GPS CONTROL
N 7040302.241 E 2549521.784 ELEV: 527.22

ENGINEER:

PRELIMINARY
NOT FOR CONSTRUCTION

THIS DOCUMENT WAS PREPARED BY GREG PETERS, P.E., TX LICENSE #105115. THIS DOCUMENT WAS PREPARED FOR PRELIMINARY REVIEW PURPOSES ONLY. ANY USE OF THIS DOCUMENT FOR CONSTRUCTION IS PROHIBITED.

City of Sachse

WRANGLER & MANE PAVING IMPROVEMENTS
SACHSE, TEXAS

PROJECT NAME
PARKRIDGE CIRCLE

CIP PROJECT NO.
R-13-18

PREPARED BY: WAL/GAP
CHECKED BY: JC/JW
APPROVED BY: GAP
DATE: 9/05/14

PARKRIDGE CIRCLE PLAN

SHEET NO.
P-1

SCALE: 1"=10'

LEGEND

6-INCH CLASS "C" 3500 PSI CONCRETE WITH #3 BARS @ 18" ON CENTER EACH WAY

6-INCH CLASS "C" 3500 PSI CONCRETE WITH #3 BARS @ 24" ON CENTER EACH WAY

PAVING NOTES

1. CONTRACTOR TO FIELD VERIFY EXISTING PAVEMENT GRADE AT ALL CONNECTION POINTS BETWEEN NEW AND EXISTING PAVEMENT PRIOR TO CONSTRUCTION. IF GRADE DISCREPANCIES ARE FOUND, CONTACT CITY ENGINEER.
2. ALL PROPOSED CONCRETE IS TO BE A MINIMUM OF 6-INCH THICK CLASS "C", 3500 PSI CONCRETE, WITH #3 STEEL REBAR REINFORCEMENT @ 18-INCHES ON CENTER EACH WAY.

NOTE:
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BASIS OF BEARING & BENCHMARK:
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STATION NO. 1 CITY OF SACHSE GPS CONTROL
N 7042486.161 E 2555904.871 ELEV: 527.23

STATION NO. 2 CITY OF SACHSE GPS CONTROL
N 7040302.241 E 2549521.784 ELEV: 527.22

ENGINEER:

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City of Sachse

WRANGLER & MANE PAVING IMPROVEMENTS
SACHSE, TEXAS

PROJECT NAME
WRANGLER & MANE

CIP PROJECT NO.
R-13-17

PREPARED BY: WAL/GAP
CHECKED BY: JC/JW
APPROVED BY: GAP
DATE: 7/29/14

WRANGLER & MANE PLAN

SHEET NO.
P-1

CITY OF WYLIE, TEXAS

INVITATION FOR SEALED BIDS
BID #W2014-65-A

ANNUAL PRICE AGREEMENT CONTRACT for CONCRETE MAINTENANCE and REPAIR (VARIOUS LOCATIONS)

***BIDS ARE DUE TO THE PURCHASING DEPARTMENT PRIOR TO*:**

March 31, 2014 - 3:00 p.m. CDT

LATE BIDS WILL NOT BE ACCEPTED

BIDS MAY BE SENT VIA DELIVERY SERVICE or U.S. POSTAL SERVICE; or hand delivered to:

GLENNA HAYES C.P.M.,
PURCHASING AGENT
CITY OF WYLIE
300 COUNTRY CLUB ROAD
WYLIE, TEXAS 75098

glenna.hayes@wylietexas.gov

Time Critical Competitive Sealed Bid Deliveries: The City of Wylie, Texas cannot guarantee, due to internal procedures that any documents sent Priority Mail will be picked up and delivered by the closing date and time. Bidders are encouraged to choose the best delivery method for their situation.

COVER SHEET

INDEX

SECTION I	NOTICE TO BIDDERS	
SECTION II	GENERAL TERMS & CONDITIONS	
SECTION III	SCOPE OF WORK	
SECTION IV	EXHIBITS:	
	CONCRETE WORK ORDER FORM	Sample Form 1
	INSURANCE REQUIREMENTS	Exhibit A
	BID FORM & VENDOR ACKNOWLEDGMENT	Exhibit B
	BIDDERS SUPPLEMENTAL INFORMATION	Exhibit C
	CLIENT WORK HISTORY	Exhibit D
	CONTRACTORS SAFETY RECORD	Exhibit E
	BONDS	Exhibit F – G
	AFFIDAVIT OF NO PROHIBITED INTEREST	Exhibit H
	CONFLICT OF INTEREST QUESTIONNAIRE	Exhibit I

SECTION I
NOTICE TO BIDDERS
W2014-65-A

ANNUAL PRICE AGREEMENT CONTRACT for CONCRETE MAINTENANCE and REPAIR
(VARIOUS LOCATIONS)

DEFINITIONS:

- The terms "City" or "Owner" as used throughout these documents will mean the City of Wylie, Texas.
- The terms "Contractor" or "Bidder" is used throughout these documents will mean the Contractor submitting a bid.

TERM:

The City intends to award Price Agreements to qualified bidders, and establish an annual agreement with renewals. The agreement will contain a fixed pricing structure with an initial one (1) year term. The City retains the right and option to extend the term of the agreement for four (4) additional, one (1) year periods upon the same terms and conditions. The City also retains the right and option to terminate the agreement upon thirty (30) days written notice.

INVITATION: - Competitive Sealed Bids will be accepted for the following:

Project Title: Bid # W2014-65-A
ANNUAL PRICE AGREEMENT CONTRACT for CONCRETE MAINTENANCE and REPAIR
(VARIOUS LOCATIONS)

Project Address: Various locations within the City of Wylie, Texas

DESCRIPTION:

- The City of Wylie is accepting sealed bids for a fixed price, Price Agreement to establish a qualified listing of contractors to furnish all necessary materials, machinery, equipment, fuel, superintendence, insurance and bonds; and for performing all work required for the maintenance and repair of concrete streets, alleys, parking lots, sidewalks, curbs, and gutters. Price agreements are used to establish a qualified contractor listing for items / services that are purchased repetitively over a period of time that cannot be quantified.

  The Public Works Department will contact contractors who have been awarded an agreement on an as needed basis to perform general concrete maintenance and/or repair as described in the bid specification. Note: This agreement does not cover "new" construction.

- City's Estimated Annual Budget: $275,000* (*may vary from fiscal year to fiscal year and is subject to annual budgetary approval by Council)

- Consideration for Award: The City may consider the following minimum criteria, and may make such investigations as it deems necessary to determine the ability of the bidder to provide satisfactory performance in accordance with the bid specifications:

Price
Bidder's experience and reputation
Quality of the bidder's goods and/or services
Bidder's safety record
Bidder's proposed personnel
Bidder's financial capabilities

PROJECT COMPLETION SCHEDULES:

The completion schedule for each project will be mutually agreed upon in writing by both parties per Sample Form 1 – Concrete Repair Work Order Form.

PRE-BID MEETING: **Thursday, March 20, 2014 @ 10:00 am**

Bidders are encouraged to attend this non-mandatory pre-bid meeting. Bidders will have an opportunity to ask questions and/or seek clarification regarding any and all aspects of this request for sealed bids. Verbal side discussions at the meeting shall not be considered part of the bid unless confirmed in writing by the City and incorporated into this bid through the addendum(s). Questions asked at the meeting that cannot be adequately answered at that time, may be deferred until issuance of an addendum.

Wylie Municipal Complex – Public Services Conference Room
300 Country Club Road, 3rd Floor
Wylie, TX 75098

QUESTIONS DEADLINE **Wednesday, March 26, 2014, @ 12:00 CST**

QUESTION WILL NOT BE ANSWERED VIA TELEPHONE OR FAX

All questions must be submitted in writing to the City of Wylie Purchasing Agent, and must include contact person, address and email.

Glenna Hayes C.P.M.
Purchasing Agent, City of Wylie
glenna.hayes@wylietexas.gov

Responses will be published in the form of an addendum. Verbal inquiries will not be accepted, and respondents should refrain from seeking additional information, clarification or other communications from any outside agency or City employee other than the Purchasing Department.

ADDENDUMS:

All interpretations, answers to questions, corrections and/or changes to a bid solicitation, or extensions to the opening date will be made by addendum. Addendums will be published in writing and will be made available via the City of Wylie Purchasing Department web site at http://www.wylietexas.gov/departments/finance/purchasing.php.

The bidder is required to acknowledge receipt of addendums on **Exhibit B**.

It is the responsibility of all bidders to check the City's web site for all addendums.

BIDS DUE: One (1) original sealed bid submitted **prior to Monday, March 31, 2014 @ 3:00 pm CT**

All costs associated with the preparation/delivery of the bid, and or any subsequent presentations or request for other documentation, are the sole responsibility of the bidder. Note: Bids will be registered by automatic clock stamp. The City of Wylie Purchasing Department clock stamp is the official clock, and no other time sources will be accepted.

1. **Bid Receiving Location:**
   Wylie Purchasing Department
   300 Country Club Road, 1st Floor (Utility Billing Window)
   Wylie, TX 75098
   972-516-6140

2. **Bid Opening Location:**
   Wylie Municipal Center – Public Services Conference Room
   300 Country Club Road, 3rd Floor
   Wylie, TX 75098

3. **Sealed:** All bids must be sealed and the face of the envelope must contain the following information:

Bid No.:	W2014-65-A
Name of Project:	ANNUAL PRICE AGREEMENT CONTRACT for CONCRETE MAINTENANCE and REPAIR
Name of Bidder:	Contractor Name

4. Bids are valid only if deposited at designated receiving location prior to receiving time.
5. Bids deposited after receiving time by the bidder, a delivery service or any other delivery method will be returned unopened.

TIME SCHEDULE:

Advertising:	**March 12 & March 19, 2014**
Bid Release	**March 12, 2014**
Pre-Bid Meeting	**Thurs, March 20, 2014 @ 10:00 am CT**
Questions Deadline:	**Wed, March 26, 2014 prior to 12:00 noon CT**
Bids Due:	**Mon, March 31, 2014 prior to 3:00 pm CT**
Council Award:	**Tentative: April 22, 2014**

BID FORM/PRICING:

Bidders are requested to submit bids utilizing **Exhibit "B" Bid Form and Vendor Acknowledgment.**

BONDS:

- **Bid Bond** (5%) - not required
- **Performance and Payment Bonds** (100%) - In accordance with Government Code 2253 and Local Government Code 252, successful bidder shall submit Owner's Performance bond in the amount of one hundred percent (100%) of each Concrete Work Order of $100,000.00 or greater and power of attorney; and a Material and Labor Payment Bond and power of attorney in amount of one hundred percent (100%) of each Concrete Work Order of $50,000 or greater. Bonds must be from an approved surety company holding a permit from the State of Texas to act as surety, or other sureties acceptable to the OWNER, on the forms provided in the specifications.

CLIENT WORK HISTORY:

Contractor to provide a five (5) year work history (**Client Work History Form - Exhibit D**), including client's names, addresses, telephone numbers, points of contact and length of continuous service. The City reserves the right to request additional reasonable information from which the vendor's condition of responsibility can be determined as designated by State law. A Client Information Work History Worksheet is attached, and bids received without this worksheet may be deemed as non-responsive.

INDEPENDENT CONTRACTOR:

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

INSURANCE:

Within ten (10) working days of being notified of potential award of this contract by the City of Wylie, vendors will be required to furnish a valid insurance certificate to the City that meet all of the requirements as stated in the **City of Wylie Insurance Requirements Exhibit "A".** If this time requirement is not met, the City has the right to declare a vendor non-responsive.

NOTE: Vendor to provide services by company employees only; subcontractors are not acceptable.

RESERVATION OF RIGHTS:

The City of Wylie reserves the right to reject any or all bids and to waive informalities. In case of ambiguity or lack of clearness in stating prices in the bids, the City of Wylie reserves the right to request clarification thereof, to reject the bid or allow the bidder to withdraw the bid when applicable. Unreasonable (or "unbalanced") unit prices may deem the bidders offer as non-responsible and may authorize the City of Wylie to reject any bid.

INTENT TO AWARD

The City shall give notice of intent to award within sixty (60) calendar days following the opening of bids. Contractors must qualify within ten (10) working days after receipt of written request, by submitting such additional evidence as may be required by the City including evidence of insurance that meets the City requirements as stated in the bid specifications.

Should the contractor fail to produce evidence satisfactory to the City on any of the foregoing points, the bidder may be deemed non-responsive and the work awarded to the next responsible bidder so qualifying. The Contractor agrees to commence work within then (10) days after the date of written notice to do so.

CHANGE ORDERS/CONTRACT MODIFICATIONS

No oral statement of any person shall modify or otherwise change, or affect the term, conditions or specifications stated in the resulting contract. All change orders and/or modifications to the contract will be made in writing by the Purchasing Agent.

OTHER DEADLINES

- **Corporate Resolution**: Upon request by the City, bidder shall submit, within seven (7) business days after notice of award of contract, a corporate resolution, certificate of partnership agreement or joint venture agreement which identifies the person(s) authorized to execute a contract on behalf of the corporation, partnership, or joint venture.

- **Insurance**: Upon request by the City, bidder shall furnish certificates of insurance and endorsement pages that meet the City requirements within ten (10) business days. Failure of the bidder to produce the required documents may deem the bidder as non-responsive.

- **Miscellaneous Documents**: Upon request by the OWNER, bidder must submit, within five (5) business days such documentation as the City requests to evaluate the qualifications of the bidder to perform the work. Failure of the bidder to produce documentation of qualifications in a timely manner may deem the bidder as non-responsive.

DISCLOSURE OF CERTAIN RELATIONSHIPS

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Wylie no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Form is attached to the bid specifications; **Exhibit "I"**

PREVAILING WAGE RATES:

The following information from Chapter 2258 Texas Government Code Title 10 requires state agencies, cities, counties, independent school districts, and all other political subdivisions that engage in construction projects (highways, road, excavation, repair work or other project development or improvement) using public funds to include prevailing wage rate in the project bid documents and the construction contract.

By submitting an offer, bidders certify that they are in compliance with all application federal, state and local laws.

2258.021. Duty of Governmental Entity to Pay Prevailing Wage Rates

(a) The state or any political subdivision of the state shall pay a worker employed by it or on behalf of it:

(1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

DEBARMENT:

Bidder certifies that at the time of submission of its bid, Bidder was not on the federal government's list of suspended, ineligible or debarred contractors and that Bidder has not been placed on this list between the time of its bid submission and the time of execution of the Contract. If Bidder is placed on this list during the term of the Contract, Bidder shall notify the City of Wylie Purchasing Agent. False certification or failure to notify may result in termination of the Contract for default.

CONFIDENTIAL OR PROPRIETARY INFORMATION:

If a bidder believes that parts of an offer are confidential, then the bidder must so specify. The bidder must stamp in bold letters the term CONFIDENTIAL on that part of the offer which the bidder believes to be confidential. The bidder must submit in writing specific detailed reasons, including any relevant legal authority, stating why the bidder believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Wylie will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

CONTRACT ADMINISTRATION:

The City of Wylie Public Works Department together with the Purchasing Department shall be responsible for administration of the contract for compliance with the interpretation of scope, schedule, billings, requirements, and budget.

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SECTION II
CITY OF WYLIE INSTRUCTIONS FOR BIDDING

CITY OF WYLIE GENERAL TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY.

1. **BID NOTIFICATION:** City of Wylie utilizes the following procedures for notification of bid opportunities: the Wylie News: www.wylienews.com. City of Wylie shall not be responsible for receipt of notification and information from any source other than that listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.

2. **REQUIRED INFORMATION**: City of Wylie (City) bid/proposal packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the bidder may be found non-responsive. Vendors may be required to complete and supply all information contained in the "supplemental information" portion of the packet at a date after bid opening. Failure to complete "supplemental information" requirements in a timely manner, prior to council award, may be used by the City in determining a vendor's responsibility.

3. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** a prospective bidder must affirmatively demonstrate their responsibility. The City of Wylie may request representation and other information sufficient to determine bidder's ability to meet these minimum standards including but not limited to:

    A. Have adequate financial resources, or the ability to obtain such resources as required;
    B. Be able to comply with the required or proposed delivery schedule;
    C. Have satisfactory record of performance;
    D. Have a satisfactory record of integrity and ethics;
    E. Otherwise qualified and eligible to receive an award.

4. **CORRESPONDENCE:** the number of this bid packet must appear on all correspondence, or inquiries, pertaining to this quotation.

5. **PREPARATION COST:** the City will not be liable for any costs associated with the preparation, transmittal, or presentation of any bids or materials submitted in response to any bid, quotation, or proposal.

6. **NOTICE OF PUBLIC DOCUMENTS:** any and all materials initially or subsequently submitted as part of the bid process shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.

7. **ADDENDA:** any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Wylie purchasing division. Addenda will be made available to all who are known to have received a copy of this bid packet, if the addenda contain changes to the "specification" or "bid form", bidders shall acknowledge receipt of all addenda or they may be declared non-responsive.

8. **NON-RESIDENT BIDDERS:** Texas government code, chapter 2252: non-resident bidders. Texas law prohibits City and governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidder's state.

9. **INSURANCE:** the City requires vendor(s) to carry the minimum insurance as required by state laws, and insurance requirements as outlined in the bid/proposal documents. Vendors must submit endorsement pages as well as insurance certificates.

10. **NO PROHIBITED INTEREST:** Bidder acknowledges and represents that they are aware of the laws, City Charter regarding conflicts of interest. The City Charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service…..".

11. **SILENCE OF SPECIFICATION:** the apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

12. **SAMPLES:** any catalog, brand names, or manufacturer's reference in this bid packet is descriptive and not restrictive, and is used to indicate type and quality level desired for comparison purposes unless specifically excluded. Please quote as listed or give equal. If item offered is other than as indicated, bidder must state make, model, and part number of product quoted. Equality will be determined by the City, per the specifications. Samples, if required, shall be furnished free of expense to the City. **Samples should not be enclosed with bid unless requested**.

13. **TESTING:** testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.

14. **PRICING:** bid price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.

15. **ERROR-QUANTITY:** bid price must be submitted on units of quantity specified, extended, and total shown, in the event of discrepancies in extensions, the unit price shall govern.

16. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By submittal of this bid, in addition to the guarantees and warranties provided by law, vendor expressly guarantees and warrants as follows:

    A. That the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the vendor will bear the cost of inspecting and/or testing articles rejected.

    B. That the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the vendor will, at vendor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.

    C. That the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.

    D. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.

17. **PACKAGING:** unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.

18. **SHIPMENT/TITLE/RISK OF LOSS:** quotations shall be bid F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery. The City of Wylie assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.

19. **DELIVERY PROMISE – PENALTIES:** quotations must show the number of calendar days required to place the materials in the possession of the City (do not quote shipping dates) and deliveries will be acceptable only during normal working hours at the designated location. When delivery delay can be foreseen, the bidder shall give prior notice to the purchasing division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the purchasing division to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

20. **ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT:** the City adopts Vernon Texas' Statutes and Codes, Annotated Business and Commerce Code Chapter 43. Uniform Electronic Transaction Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.

21. **PRESENTATION OF BIDS**: complete bid packets must be presented to the Purchasing Department in a sealed envelope unless otherwise indicated.

22. **ALTERING BIDS:** bid prices cannot be altered or amended after submission deadline. Any inter-lineation alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

23. **LATE BIDS**: bid packets received in the purchasing department after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Wylie is not responsible for the lateness of mail carrier, weather conditions, etc.

24. **WITHDRAWAL OF BIDS:** Bids filed with the City may be withdrawn, modified and/or resubmitted prior to the time set in the bid specifications. Bidder agrees that once opened, a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids without written approval of the City.

25. **BID OPENINGS:** all bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive. The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Wylie purchasing guidelines, and project documents, including but not limited to the bid/proposal specifications and required submittal documents. The City will notify the

successful bidder upon award of the contract and, according to state law all bids received will be available for inspection at that time.

26. **BID SUMMARY SHEET:** bid summary results will be made available forty-eight (48) hours after bid opening. Bidders desiring a copy of the bid summary sheet may request the results forty-eight hours (48) hours after the bid opening through the City's web site at: http://www.wylietexas.gov/departments/finance/purchasing.php.

27. **MINOR DEFECT:** the City reserves the right to waive any minor defect, irregularity, or informality in any bid. The City may also reject any or all bids without cause prior to award.

28. **EVALUATION:** bids/proposals will be evaluated as outlined in the bid/proposal document.

29. **SPLIT AWARD:** the City reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The City reserves the right to take into consideration contract administration costs for multiple award contracts when determining low bid.

30. **PROTESTS:** all protests regarding the bid solicitation process must be submitted in writing to the Purchasing Agent within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the local government code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary prior to council award. All staff recommendations will be made available for public review ninety-six (96) hours prior to consideration by the City Council by emailing: purchasing@wylietexas.gov.

GENERAL TERMS AND CONDITIONS

Bonding, Purchase Order and Payments:

31. **BID SECURITY/BOND REQUIREMENTS**: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsible and will not be considered for award. Performance and/or payments bonds, when required, shall be submitted (along with power of attorney), to the City prior to commencement of any work pursuant to the agreement provisions.

    A BOND REQUIRED BY THIS SECTION MUST BE EXECUTED BY A CORPORATE SURETY IN ACCORDANCE WITH SECTION 1,
    CHAPTER 87, ACTS OF THE 56TH LEGISLATURE, REGULAR SESSION, 1959 (ARTICLE 7.19-1, VERNON'S TEXAS INSURANCE CODE).

    A BOND REQUIRED UNDER THIS SECTION MUST CLEARLY AND PROMINENTLY DISPLAY ON THE BOND OR ON AN ATTACHMENT TO THE BOND:

    THE NAME, MAILING ADDRESS, PHYSICAL ADDRESS, AND TELEPHONE NUMBER, INCLUDING THE AREA CODE, OF THE SURETY COMPANY TO WHICH ANY NOTICE OF CLAIM SHOULD BE SENT.

32. **FUNDING:** the contractor recognizes that any contract shall commence upon the effective date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Wylie, which fiscal year ends on September 30th of each year, shall be subject to Wylie City Council approval. In the event that the Wylie City Council does not approve the appropriation of funds for the contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

33. **ADDITIONAL TERMS**: Notwithstanding acceptance by the City of the goods or services resulting from an award, no additional terms or conditions of vendor, whether contained within vendor's invoice or otherwise, shall be accepted by City.

34. **PURCHASE ORDERS**: a purchase order(s) shall be generated by the City to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number.

35. **PRICE ESCALATION:** price escalations may be permitted by the City of Wylie during the term of the contract. All requests for price escalation shall be in written form and shall demonstrate industry-wide or regional increases in the contractor's costs. Include documents supporting the price escalation, such as manufacturer's direct cost, postage rates, railroad commission rates, federal/state minimum wage laws, federal/state unemployment taxes, FICA, etc. Increases will apply only to the products(s) and/or service(s) affected by an increase in raw material, labor, or another like cost factor. The City of Wylie reserves the right to accept or reject any/all price escalations.

36. **PRICE REDUCTION:** if during the life of the contract, the contractor's net prices to other customers for the same product(s) and/or service(s) are lower than the City of Wylie's contracted prices, an equitable adjustment shall be made in the contract price.

37. **INVOICING:** Invoices shall be submitted to the City of Wylie, Accounts Payable, 300 Country Club Rd, Wylie, TX 75098.

38. **PAYMENT TERMS**: Are net 30 in accordance with the Texas Prompt Payment Act (Texas Government Code, Chapter 2251), unless otherwise specified by the City in the bid/proposal packet.

39. **TAXES:** the City of Wylie is exempt from federal manufacturer's excise and state sales and use tax under Section 151 of the Texas Tax Code. Tax must not be included in bid. Tax exemption certificates will be executed by the City and furnished upon request, and the contractor shall comply with all provisions of Section 151.309.

40. **DELINQUENT TAXES:** section 2-2 of the City Code of Ordinances prohibits the payment of public funds to persons that owe delinquent taxes to the City of Wylie. Therefore, payment to a contractor for goods or services provided to the City under contract or Purchase Order may be withheld in the event the contractor owes delinquent taxes to the City.

CONTRACT:

41. **INTERLOCAL AGREEMENT:** successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Wylie.

42. **PATENT RIGHTS:** the contractor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

43. **ASSIGNMENT:** the contractor shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the purchasing division.

44. **AUDIT:** the City of Wylie reserves the right to audit the records and performance of contractor during the contract and for three years thereafter or as specified.

45. **CHANGE ORDERS:** no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All change orders to the contract will be made in writing by the City of Wylie.

46. **INDEMNIFICATION: Vendor/contractor agrees to defend, indemnify and hold the City and its respective officers, agents and employees, harmless against any and all claims, lawsuits, judgments, fines, penalties, costs and expenses for personal injury (including death), property damage, intellectual property infringement claims (including patent, copyright and trademark infringement) or other harm or violations for which recovery of damages, fines, or penalties is sought, suffered by any person or persons that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of the contract, violations of law, or by any negligent, grossly negligent, intentional, or strictly liable act or omission of the contractor, its officers, agents, employees, invitees, subcontractors, or sub-subcontractors and their respective officers, agents, or representatives, or any other persons or entities for which the contractor is legally responsible in the performance of the contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of City, and its officers, agents, employees or separate contractors. City does not waive any governmental immunity or other defenses available to it under Texas or federal law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**

    Vendor/contractor, at its own expense, is expressly required to defend City against all such claims. City reserves the right to provide a portion or its own entire defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this agreement. Contractor shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this agreement. If contractor fails to retain counsel within the required time period, City shall have the right to retain defense counsel on its own behalf and contractor shall be liable for all costs incurred by City.

    In addition to contractor's intellectual property infringement indemnification and defense requirements herein, if an infringement claim occurs, or in contractor's opinion is likely to occur, contractor shall, at its expense: (a) procure for city the right to continue using the product; (b) replace or modify the product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the product and grant city a reimbursement for the product. Contractor will proceed under subsection (c) above only if subsections (a) and (b) prove to be commercially unreasonable.

The intellectual property infringement indemnification herein applies to all products provided, supplied or sold under this agreement by contractor to City whether manufactured by contractor or a third party. Contractor represents that, to the best of its knowledge, City's use of products that are provided supplied, or sold by contractor to City as part of this agreement does not constitute an infringement of any intellectual property rights and City has the legal right to use said products. City enters into this agreement relying on this representation.

The indemnification herein survives the termination of the contract and/or dissolution of this agreement including any infringement cure provided by the contractor.

47. **TERMINATION FOR DEFAULT:** the City of Wylie reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contractor fails to 1) meet delivery schedules or, 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award contract to another contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.

48. **REMEDIES:** the contractor and the City of Wylie agree that each party has rights, duties, and remedies available as stated in the uniform commercial code and any other available remedy, whether in law or equity.

49. **VENUE:** this agreement will be governed and constructed according to the laws of the state of Texas. This agreement is performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

50. **EMPLOYMENT ELIGIBILITY VERIFICATION:** the immigration reform and control act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. department of justice form I-9.

    The contractor warrants that contractor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Contractor warrants that contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

51. **DISCLOSURE OF CERTAIN RELATIONSHIPS**: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. . By law, this questionnaire must be filed with the records administrator of the City of Wylie not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at http://www.wylietexas.gov/city_government/city_secretary/forms1.php. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code

END OF SECTION
######

SECTION III
SPECIFICATIONS

1. PROJECT

The following specifications are intended to describe the minimum requirements for concrete repair. The bid shall be based on a fixed price per the specification as required, and shall also be provided for saw cut and removal of existing concrete flatwork.

The City estimates the average annual expenditures for concrete flatwork to be approximately $275,000. This estimate does not constitute an order, but only implies the City's probable expenditures for the contract period. Work performed under the contract will be ordered and scheduled on an as needed basis through the use of "Concrete Work Orders" (**Sample Form "1"**), and is subject to annual budgetary appropriations.

The contractor shall furnish all labor, materials and equipment necessary to complete concrete projects in accordance with the City's specifications and scheduling for each project.

Unless otherwise stated herein, all materials, equipment and construction methods covered under this contract shall conform to the Standard Specifications for Public Works Construction as published by the North Central Texas Council of Governments.

CONTRACTOR MUST OBTAIN COPIES OF THE LATEST CITY OF WYLIE STANDARD DETAILS (http://www.wylietexas.gov/departments/engineering/standard_construction_details.php) AND NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENT STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION WITH WYLIE AMENDMENTS. CONTRACTOR SHALL HAVE ONE COPY ON THE PROJECT AT ALL TIMES.

Bid prices shall remain firm for a period of one year. Contractor shall provide written notification to the City of any proposed price increase. Contract renewals are not dependent upon approval of price increases.

Unit prices as stated on the "Bid Form" (Exhibit "B") will be the basis for the payment to the contractor for completion of:

6 Inch Concrete Flatwork (including curbs and gutters)
8 Inch Concrete Flatwork (including curbs and gutters)
Saw-Cut & Remove 6 Inch Concrete (including curbs and gutters)
Saw-Cut & Remove 8 Inch Concrete (including curbs and gutters)
4 Inch Sidewalk, Remove & Replace
4 Inch Sidewalk, New Construction
Barrier Free Ramp
Saw-Cut & Remove Barrier Free Ramp

2. WORK ORDER BOND REQUIREMENTS

For the duration of this contract Payment Bonds and Performance Bonds may be required (**Bond Exhibits F-G**), to be determined by the dollar value of each Concrete Work Order (**Sample Form "1"**). Lien releases will be required and given to the City at the end of each work order. No payment by the City will be made to the contractor for completed work until the contractor delivers a lien release for any costs, actual or incidental, incurred during the completion of each work order.

3. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS

All bidders must affirmatively demonstrate responsibility, and must meet the following requirements:

- have adequate financial resources, or the ability to obtain such resources as required;
- be able to comply with the required or proposed delivery schedule;
- have a satisfactory record of performance and safety;

- have a satisfactory record of integrity and ethics;
- be otherwise qualified and eligible to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

4. OFFERS

Bidders shall fill out the bid form completely, stating all prices in figures. The prices in the offer shall be full compensation. The costs of all material, labor, equipment, and incidental work required to complete the project ready for use must be included in the unit prices for the bid items provided on **Sample Form "1"**, and no direct compensation will be made for any other work. Material on hand will not be paid until all work is completed.

5. TESTING

All tests required will be paid for by the City. All re-testing will be paid for by the Contractor.

6. GRADES

Contractor is responsible for all surveying and staking for projects covered by this agreement. Contractor is responsible for insuring that gutter grades allow for proper drainage.

7. WORK ORDERS

City shall issue Concrete Work Orders for each project (Sample Form 1). Each work order shall be uniquely numbered, and shall contain a description of the location and required work. Contractors awarded an agreement shall review the work order, complete the project cost (based on the contracted pricing) and provide an estimated start and completion date. Note: That Performance and Payment Bonds will be required as stipulated in Section I/Paragraph "Bonds".

8. CONSTRUCTION SCHEDULE

Contractor must give notice of any water service interruptions to residents at least **48** hours in advance.

9. DELIVERY CHARGES

All delivery charges (FOB work sites) shall be included in the bid price.

10. BARRICADING AND TRAFFIC CONTROL

Streets will remain open to thru traffic and emergency vehicles during the duration of each project. Barricading and construction signage shall be in accordance with the Texas Manual on Uniform Traffic Control Devices (MUTCD) requirements and shall be considered incidental in cost.

11. SAW-CUTTING

All existing concrete shall be sawed to limits of removal to insure uniformity. Costs for saw cutting shall be addressed on the Bid Form (**Exhibit "B"**).

12. LOCATING UTILITIES

Contractor shall be required to locate and protect all utilities, including sprinkler systems and other private underground installations. The Contractor shall protect all utilities during construction. Sprinkler system and other private underground installation relocation and repair shall be considered incidental.

13. FINAL CLEAN UP

Contractor will be responsible for the removal and proper disposal of waste created during the project duration, and will restore all disturbed areas to original condition or better. Areas disturbed by construction are to be sodded with the same type of grass that existed before construction began. Final clean up shall be complete prior to payment from the City for each work order.

14. WARRANTY

Successful bidder shall warrant that all work shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title, for a minimum of 1 year.

#####

SAMPLE FORM "1"

CONCRETE WORK ORDER
Wylie Agreement W2014-65-A

***Concrete* Work Order #** _____ **Date:** _____

Contractor: _____

Wylie Contact: _____ **Phone:** _____
Location of Work: _____

Description of Work:

_____
_____
_____
_____
_____

Contractor's Response:

Qty	Description	Unit Price	Total Price
_____	6 Inch Concrete Flatwork *	_____	_____
_____	8 Inch Concrete Flatwork *	_____	_____
_____	Saw-Cut & Remove 6 Inch Concrete *	_____	_____
_____	Saw-Cut & Remove 8 Inch Concrete *	_____	_____
_____	4 Inch Sidewalk, Remove & Replace	_____	_____
_____	4 Inch Sidewalk, New Construction	_____	_____
_____	Barrier Free Ramp	_____	_____
_____	Saw-Cut & Remove Barrier Free Ramp	_____	_____

Start Date: _____ Completion Date: _____
*includes curbs and gutters

_____
Signature **Date**

_____
Name / Title

Special Requirements: _____

Performance Bond: _____ **Payment Bond:** _____

EXHIBIT "A"
CITY OF WYLIE - INSURANCE REQUIREMENTS CONSTRUCTION SERVICES

By submitting a quote or bid the contractor is acknowledging the insurance requirements, and is asserting that if awarded a written contract or purchase order, the vendor will comply with all insurance requirements as specified herein within 10 days of request by the City. Should the contractor fail to submit the required insurance certificate within 10 days of request, vendor understands that they shall be deemed non-responsive and forfeit any applicable bid bond. Contractor also acknowledges that in award of a contract, the bid specification and subsequent purchase order constitutes a written contract and all insurance requirements are in effect.

Services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's bid. A certificate of insurance and endorsement pages meeting all requirements and provisions outlined herein shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration. The City, at its own discretion, may require a certified copy of the policy.

The Contractor shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, Owner shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Contractor. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, durations, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Wylie.

Type of Insurance	*Minimum Amount of Insurance*	*Provisions*
Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability (including tort liability of another in a business contract) f) Product Damage to City Property or others.	$1,000,000 per occurrence, $2,000,000 general aggregate; Or $2,000,000 Products/Completed Operations Aggregate	City to be listed as additional insured, a Waiver of Subrogation, and provided 30-day notice of cancellation or material change in coverage. Cover shall be provided by an insurer possessing an A-VII. A. M. Best Rating
Business Auto Liability	$500,000 each accident	City to be listed as additional insured
Workers' Compensation & Employers' Liability	$500,000 each accident for bodily injury; or $500,000 each employee for bodily injury by disease	City to be provided a Waiver of Subrogation

A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.

2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.

3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles used under this contract.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain throughout contract limits not less than:

1. Commercial General Liability: $1,000,000 per occurrence / $2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. The coverage shall protect the Contractor; the City, its officers, officials, employees, boards and commissions and volunteers; and Consulting Engineer from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property, which may arise directly or indirectly out of, or in connection with the performance of work under this Contract by the Contractor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them, or under the control of either of them, and the minimum amount of such insurance shall be as follows unless higher minimum amounts are otherwise required in the Contract Documents:

   This policy will have no coverage removed by exclusion. Policy will include coverage for:

   - Premises/Operations
   - Products/Completed Operations
   - Independent Contractors
   - Personal Injury
   - Contractual Liability (including tort liability of another in a business contract)
   - Product Damage to City Property or others.

2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability with minimum limits of $500,000 each accident for bodily injury; or $500,000 each employee for bodily injury by disease

   Workers' Compensation coverage shall be based on proper reporting of classification codes and payroll amounts, and filing of any coverage agreements which meet the statutory requirements of the Texas Labor Code and shall apply to all employees of the contractor providing services under the proposed contract.

3. Automobile Liability: $500,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired and non-owned autos.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention in excess of $10,000 must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverage:

   a. The City, its officers, officials, employees, boards and commissions and volunteers, and Consulting Engineer are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. **ISO additional insured endorsement CG 20 10 and CG 2037** or their equivalent, including coverage for City with respect to liability arising out of the completed operations of the Contractor shall be utilized.

   b. The contractor's insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.

   c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards and commissions or volunteers.

   d. The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

2. Workers Compensation and Employer's Liability Coverage:

   The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for the City.

3. All Coverage:

   a. All insurance requirements and subsequent certificates are contract specific, and must reference the City's contract number project name, and bid number.

   b. Duration of the project includes the time from the beginning of work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

   c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.

   d. Persons Providing Services on the Project - Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling,

or delivering equipment or materials, or providing labor, transportation, or other services related to a project.

E. ACCEPTABILITY OF INSURERS

The City prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than **A- XII,** or better.

F. VERIFICATION OF COVERAGE

Contractor shall provide the City with certificates of insurance indicating coverage's required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

####

EXHIBIT "B"
BID FORM / VENDOR ACKNOWLEDGEMENT

Bid Amount

6 Inch Concrete Flatwork (including curbs and gutters)	$_____/ sq. yd.
8 Inch Concrete Flatwork (including curbs and gutters)	$_____/ sq. yd.
Saw-Cut & Remove 6 Inch Concrete (including curbs and gutters	$_____/ sq. yd.
Saw-Cut & Remove 8 Inch Concrete (including curbs and gutters)	$_____/ sq. yd.
4 Inch Sidewalk, Remove & Replace	$_____/ sq. yd.
4 Inch Sidewalk, New Construction	$_____/ sq. yd.
Barrier Free Ramp	$ _____ / each
Saw-Cut & Remove Barrier Free Ramp	$ _____ / each

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Company Name: _____

Principal Place of Business Address: _____

_____

Principal Place of Business Phone: _____

E-mail Address of Representative: _____

Authorized Representative:

Signature: _____

Title: _____

Date: _____

Printed Name: _____

Acknowledgement of Addenda: #1 ____ #2_____ #3 _____ #4 _____ #5_____

EXHIBIT "C"
BIDDERS SUPPLEMENTAL INFORMATION

Contractor: _____

Indicate One: _____ Sole Proprietor _____ Partnership _____ Other

_____ Corporation _____ Joint Venture

Name: _____ Partner: _____

Title: _____ Title: _____

Address: _____ Address: _____

City: _____ City: _____

State & Zip: _____ State & Zip: _____

Phone: _____ Phone: _____

State and Date of Incorporation, Partnership, Ownership, Etc. _____

Location of Principal Office: _____

Contact and Phone at Principal Office: _____

Number of Years in Business as a Contractor on Above Types of Work: _____

Claims and Suits (If the answer to any of the questions is yes, please attach details):

Has your organization ever failed to complete any work awarded to it?

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

Bank References (List Institution, Address, Contact Person, and Phone):

_____

_____

EXHIBIT "D"

CLIENT WORK HISTORY

Bidder: _____

List all experience/awarded contracts of similar size and the scope of work during the past (5) years.

1. Project: _____
   Owner/Agency: _____
   Contract Price: $ _____
   Contact Name: _____
   Phone Number: _____
   Dates of Service: _____
   Project Description: _____
   _____
   _____

2. Project: _____
   Owner/Agency: _____
   Contract Price: $ _____
   Contact Name: _____
   Phone Number: _____
   Dates of Service: _____
   Project Description: _____
   _____
   _____

3. Project: _____
   Owner/Agency: _____
   Contract Price: $ _____
   Contact Name: _____
   Phone Number: _____
   Dates of Service: _____
   Project Description: _____
   _____
   _____

4. Project: _____
   Owner/Agency: _____
   Contract Price: $ _____
   Contact Name: _____
   Phone Number: _____
   Dates of Service: _____
   Project Description: _____
   _____
   _____

EXHIBIT "E"
CONTRACTOR'S SAFETY RECORD

I. Complete the matrix below for the last five years, as obtained from OSHA required logs:

OSHA Log # _____ (contractor to indicate the OSHA reporting form used to report the numbers below)

	2013	**2012**	**2011**	**2010**	**2009**
Number of injuries & illnesses					
Number of lost time accidents					
Number of recordable cases					
Number of fatalities					

II. Please answer the following questions regarding your safety program

a. Are regular project safety meetings held for Field Supervisor(s)?
__ yes
__ no
If yes, frequency:
__ weekly
__ bi-monthly
__ monthly
__ as needed

b. Are project safety inspections conducted?
__ yes
__ no
If yes, who performs inspections? _____
How often? _____
Who is required to attend? _____

c. Does your organization have a written safety program?
__ yes
__ no
If yes, provide a copy. It will become a compliance document upon contract award.

d. Does your organization have a safety orientation program for new employees?
__ yes
__ no

For employees promoted to Field Supervisor?
__ yes
__ no

If yes, does your Supervisor Safety Program include instructions on the following:

Safety work practices	__ yes	__ no
Tool box safety meetings	__ yes	__ no
First aid procedures	__ yes	__ no
Accident investigation	__ yes	__ no
Fire protection	__ yes	__ no
New worker's orientation	__ yes	__ no

####

EXHIBIT "F"
PERFORMANCE BOND

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENT:

That _____ whose address is _____ , hereinafter called Principal, and _____, a corporation organized and existing under the laws of the State of Texas, and fully licensed to transact business in the State of Texas as Surety, are held and firmly bound unto the CITY OF WYLIE, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Beneficiary," in the penal sum of _____ DOLLARS ($ _____) in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the City of Wylie, the Beneficiary, dated the _____ of _____ , A.D. 20___, which is made part hereof by reference, for the construction of certain public improvements that are generally described as follows:

ANNUAL PRICE AGREEMENT CONTRACT for CONCRETE MAINTENANCE and REPAIR
(Various Locations)
AGREEMENT# W2014-65-A
WORK ORDER # _____
City of Wylie, TX

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the plans, specifications and Contract documents during the original term thereof and any extension thereof which may be granted by the Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of two (2) years from the date of final completion and final acceptance of the Work by Owner; and, if the Principal shall fully indemnify and save harmless the Beneficiary from all costs and damages which Beneficiary may suffer by reason of failure to so perform herein and shall fully reimburse and repay Beneficiary all outlay and expense which the Beneficiary may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed there under or the specifications accompanying the same shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Article 5160 of Vernon's Annotated Civil Statutes, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or _____ County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in _____ copies, each one of which shall be deemed an original, this the _____ day of _____ , 20___.

PRINCIPAL	**SURETY**
_____	_____
By: _____	By: _____
Title: _____	Title: _____
ATTEST:	**ATTEST:**
_____	_____

The Resident Agent of the Surety in Collin or _____ County, Texas, for delivery of notice and service of the process is:
NAME: _____

ADDRESS:_____
Note: Date of Performance Bond must be date of Contract. If Resident Agent is not a corporation, give person's name.

EXHIBIT "G"
PAYMENT BOND

COLLIN COUNTY §
STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENT

That _____ , whose address is _____ , hereinafter called Principal, and _____, a corporation organized and existing under the laws of the State of Texas, and fully licensed to transact business in the State of Texas as Surety, are held and firmly bound unto the CITY OF WYLIE, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Beneficiary," in the penal sum of _____ DOLLARS ($ _____) in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the City of Wylie, dated the _____ of _____, A.D. 20___, which is made part hereof by reference, for the construction of certain public improvements that are generally described as follows:

ANNUAL PRICE AGREEMENT CONTRACT for CONCRETE MAINTENANCE and REPAIR
(Various Locations)
AGREEMENT# W2014-65-A
WORK ORDER # _____
City of Wylie, TX

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and/or material in the prosecution of the Work provided for in said Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed there under or the Plans, Specifications, Drawings, etc., accompanying the same, shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed there under.

This Bond is given pursuant to the provisions of Article 5160 of Vernon's Annotated Civil Statutes, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or _____ County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in _____ copies, each one of which shall be deemed an original, this the _____ day of _____ , 20_____.

PRINCIPAL	**SURETY**
_____	_____
By: _____	By: _____
Title: _____	Title: _____
ATTEST:	**ATTEST:**
_____	_____

The Resident Agent of the Surety in Collin or _____ County, Texas, for delivery of notice and service of the process is:

NAME: _____

ADDRESS:_____

Note: Date of Payment Bond must be date of Contract. If Resident Agent is not a corporation, give person's name.

EXHIBIT "H"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer of _____(herein "Contractor") is either employed by the City of Wylie or is an elected official of the City of Wylie and who has a financial interest, direct or indirect, in any contract with the City of Wylie or has a financial interest, directly or indirectly, in the sale to the City of Wylie of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Wylie City Charter, interest represented by ownership of stock by a City of Wylie employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

_____
Name of Contractor

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

STATE OF _____ §
§
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20___.

_____

Notary Public, State of _____

EXHIBIT "I"

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

2. **Are filing an update to a previously filed questionnaire. YES_____ NO_____**

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

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

   _____
   Name of Officer

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

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

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

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

   Yes_____ No_____

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

4. _____
   Signature of person doing business with the governmental entity Date

Local Government Officers City of Wylie, Texas

For purposes of completion of the required Conflict of Interest Questionnaire for the City of Wylie Texas (required by all Vendors who submit bids/proposals), Local Government Officers are:

Mayor:	Eric Hogue
Council Members:	Nathan Scott, Mayor Pro Tem
	Diane Culver, Council Member
	Bennie Jones, Council Member
	Rick White, Council Member
	Todd Wintters, Council Member
	Keith Stephens, Council Member
City Manager:	Mindy Manson

March 21, 2014

Re: Addendum #1

Bid No. W2014-65-A

Concrete Repairs & Maintenance Annual Price Agreement

==========

Addendum #1 is issued. Please see the following for changes/additions/deletions to the specifications:

<u>The following questions were asked at the Pre-Bid Meeting 3/20/14</u>:

Q. Is all work considered to be "turn-key" completed including caulking and striping?

A. If a sealed joint is removed, contractors are required to replace with same.

Q. Are barricades, cones and signage expenses to be factored into the unit pricing?

A. No. These expenses will vary by work order, and paragraph 10 of the bid specification is amended to read:

10. BARRICADING AND TRAFFIC CONTROL

Streets will remain open to thru traffic and emergency vehicles during the duration of each project. Barricading and construction signage shall be in accordance with the Texas Manual on Uniform Traffic Control Devices (MUTCD) requirements. Expenses for such items shall be quoted and mutually agreed upon by both parties, subject to the requirements of each separate work order.

****

Vendors who may have already submitted a bid and feel this addendum may change their bid price may pick up their bid and return it **<u>prior to March 31, 2014 @ 3:00 PM</u>**. If picking up the bid is not feasible, any new bid submitted by your firm will supersede one previously submitted.

If you have any questions regarding this addendum, please contact the City of Wylie Purchasing Department, (972) 516-6140.

Acknowledge receipt of this addendum by initialing in the appropriate space on the Vendor Acknowledgment Page if you have not previously submitted a bid.

BID TABULATION
W2014-53-B

CONCRETE MAINTENANCE AND REPAIRS
Annual Price Agreement
3/31/14

BIDDER	6" Concrete Flatwork sq. yd	8" Concrete Flatwork sq. yd	Saw-Cut & Removal of 6" Concrete sq. yd	Saw-Cut & Removal of 8" Concrete sq. yd	4" Sidewalk Remove & Replace sq. yd	4 " Sidewalk New sq. yd	Barrier Free Ramp each	Saw-Cut & Removal Barrier Free Ramp each
GT Construction	$56.00	$60.00	$50.00	$52.00	$54.00	$38.00	$375.00	$600.00
Holley & Holley Concrete Co Inc.	$108.00	$126.00	$27.00	$33.75	$81.00	$49.50	$1,200.00	$600.00
Tackett Concrete LLC	$51.66	$58.86	$67.86	$75.06	$72.99	$56.79	$850.00	$500.00

I certify that the above includes all firms contacted to bid and that replies are exactly as stated.

Glenna Hayes *March 31, 2014*

Glenna Hayes C.P.M., A.P.P. Purchasing Agent Date

"BID TABULATION STATEMENT"

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. **HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.** THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS AND CITY OF WYLIE BID SPECIFICATIONS AND PROJECT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

PURCHASING DEPARTMENT
CITY OF WYLIE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING PURCHASE ORDERS IN THE AMOUNT NOT TO EXCEED FORTY THOUSAND DOLLARS AND ZERO CENTS ($40,000.00) TO GT CONSTRUCTION, INCORPORATED FOR CONCRETE PAVING IMPROVEMENTS AT PARKRIDGE CIRCLE AND AT THE INTERSECTION OF WRANGLER LANE AND MANE DRIVE; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Sachse approved the 2013-2014 Capital Improvements Plan, including Capital Street Projects for pavement replacement on Parkridge Circle and at the intersection of Wrangler Lane and Mane Drive; and

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

WHEREAS, the City of Sachse, Texas is a member of the Collin County Purchasing Cooperative; and

WHEREAS, the City of Sachse desires to utilize contract pricing through the Collin County Purchasing Cooperative for Concrete Services with GT Construction, Incorporated for concrete paving improvements on Parkridge Circle and at the intersection of Wrangler Lane and Mane Drive; and

WHEREAS, A Purchase Order needs to be authorized by the City Council for said paving improvements and the City Manager should be authorized to execute said Purchase Orders not to exceed $40,000.00.

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

Section 1: That the City Council hereby approves the use of cooperative purchasing through the Collin County Purchasing Department to purchase products including concrete paving improvements and authorizes the City Manager to enter into an agreement with this participating entity.

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

RESOLVED this 6th day of October, 2014. CITY OF SACHSE, TEXAS

_____
Mike Felix, Mayor

ATTEST:

_____
Terry Smith, City Secretary

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

Legislation Details (With Text)

File #:	14-2441	**Version:**	1	**Name:**	Woodbridge facilities agreement for Road Construction
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	9/10/2014			**In control:**	City Council
On agenda:	10/6/2014			**Final action:**	

Title: Consider a resolution approving a Facilities Agreement with Woodbridge XVII, Ltd. and Woodbridge XIX, Ltd. for the design and construction of public roads in the City of Sachse, Texas, authorizing its execution by the City Manager, and providing for an effective date.

Executive Summary
Maxwell Creek Road and Ranch Road are Capital Improvement Projects for the City of Sachse, as shown on the City of Sachse Thoroughfare Plan, the 2011-2021 Capital Improvement Plan, and the 2013-14 Capital Improvement Plan Street CIP Projects for the City. The City Council of the City of Sachse approved a Development Agreement for Woodbridge West in 2004. Per this agreement, the Developer is required to construct the portion of Maxwell Creek Road and Ranch Road along the frontage of the Woodbridge West development. Fire Station #2, a municipal facility, is located at the northeast corner of the intersection of Maxwell Creek Road and Ranch Road. The portions of Ranch Road and Maxwell Creek Road adjacent to Fire Station #2 are the responsibility of the City to construct. Due to the limited scope of road improvements adjacent to Fire Station #2, the Developer has agreed to design and construct these portions of Ranch Road and Maxwell Creek Road with the Woodbridge development. This item is for the execution of a Facilities Agreement defining the responsibilities of the developer and the City of Sachse for construction of the portions of Maxwell Creek Road and Ranch Road adjacent to Fire Station #2.

Sponsors:

Indexes:

Code sections:

Attachments:
- Sachse Woodbridge Properties LLC & Woodbridge West VIII Ltd Facilities Agreement PDF
- Sachse Thoroughfare Plan PDF
- Thoroughfare Exhibit - 2004 Development Agreement PDF
- Project Locations - Facilities Agreement PDF
- Resolution for Facilities Agreement for Road Construction PDF

Date	Ver.	Action By	Action	Result

Title

Consider a resolution approving a Facilities Agreement with Woodbridge XVII, Ltd. and Woodbridge XIX, Ltd. for the design and construction of public roads in the City of Sachse, Texas, authorizing its execution by the City Manager, and providing for an effective date.

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Woodbridge West in 2004. Per this agreement, the Developer is required to construct the portion of Maxwell Creek Road and Ranch Road along the frontage of the Woodbridge West development. Fire Station #2, a municipal facility, is located at the northeast corner of the intersection of Maxwell Creek Road and Ranch Road. The portions of Ranch Road and Maxwell Creek Road adjacent to Fire Station #2 are the responsibility of the City to construct. Due to the limited scope of road improvements adjacent to Fire Station #2, the Developer has agreed to design and construct these portions of Ranch Road and Maxwell Creek Road with the Woodbridge development. This item is for the execution of a Facilities Agreement defining the responsibilities of the developer and the City of Sachse for construction of the portions of Maxwell Creek Road and Ranch Road adjacent to Fire Station #2.

Background
The Facilities Agreement outlining the terms and conditions of the construction of Ranch Road and Maxwell Creek Road adjacent to Fire Station #2 is shown in Attachment 1.

Ranch Road and Maxwell Creek Road are defined in the City of Sachse Thoroughfare Plan as minor arterial roads, and are identified to be upgraded to 4-lane roads in the 2011-2021 10 -year Capital Improvement Plan for the City of Sachse. The Thoroughfare Plan is included as Attachment 2.

The 2004 Development Agreement for Woodbridge West included thoroughfare facilities to be constructed by the Developer. The Thoroughfare Exhibit from the 2004 Development Agreement is shown in Attachment 3. These facilities include, but are not limited to:

- Ranch Road from the east end of the development to Fire Station #2
- Maxwell Creek Road from Canyon Crest to Fire Station #2

The portions of Ranch Road and Maxwell Creek Road in front of Fire Station #2 are shown in the Project Map - Attachment 4.

The Ranch Road improvements were constructed with previous phases of the development along Ranch Road. In 2013, the Developer constructed the portion of Ranch Road in front of Fire Station #2 while constructing Phase 17 and 18 of the development. Construction began in January of 2013. The City of Sachse accepted Phase 17 and Phase 18 of the subdivision in October 2013.

The City Council of the City of Sachse approved the Preliminary Plat for Woodbridge Phase 19 in May of 2014. Construction of the development began in September of 2014. The Developer is required to construct the section of Maxwell Creek Road from Canyon Crest to Fire Station #2 per the 2004 Development Agreement. The Developer has agreed to construct the portion of Maxwell Creek Road adjacent to Fire Station #2, as provided in the attached facilities agreement for Council consideration.

Policy Considerations
Texas Local Government Code 212.071 authorizes municipalities to participate in the developer's costs of construction of public improvements related to the development of

subdivisions within the municipality without compliance with Chapter 252 of the Texas Local Government Code. The City Council of the City of Sachse may choose to enter into this facilities agreement with the Developer for the construction of the capital roadway improvements.

Below are the components of the Facilities Agreement:

- The Developer agrees to design and construct the projects, which includes:
  - Ranch Road adjacent to Fire Station #2 (constructed)
  - Maxwell Creek Road adjacent to Fire Station #2
- The City of Sachse agrees to reimburse the Developer the Approved Costs for the projects, which includes:
  - Design and construction costs for Ranch Road adjacent to Fire Station #2 (constructed)
  - Design and construction costs for Maxwell Creek Road adjacent to Fire Station #2

The Developer has previously submitted all costs to the City of Sachse for the Ranch Road Project. These costs are reflected in the Facilities Agreement. The Developer shall submit all costs to the City of Sachse for review and approval upon the completion of the Maxwell Creek Road project.

Budgetary Considerations

Ranch Road - Fire Station #2

The City of Sachse 2013-2014 CIP shows a project budget of $400,000.00 for this project, with $200,000.00 being funded by the City of Sachse through Roadway Impact Fees. The remaining $200,000.00 is to be funded by Collin County through an interlocal agreement between the County and the City of Sachse. The Developer has submitted the costs for the Ranch Road project to the City of Sachse. The costs totaled $109,102.59, as shown in Attachment 4.

Maxwell Creek - Fire Station #2

The Maxwell Creek Road Project is shown in the 2013-2014 CIP as a future roadway project with Collin County funding assistance. The 2014-2015 CIP approved by the City Council includes an update to this project, allocating $200,000.00 toward the project, with $100,000.00 to be funded by Collin County through an interlocal agreement between the County and the City of Sachse. The Developer will submit the costs for the Maxwell Creek Road project to the City of Sachse for review and approval.

Staff Recommendations

Staff recommends the City Council to approve a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of a Facilities Agreement by and between the City of Sachse, Texas, Woodbridge XVII, Ltd. and Woodbridge XIX, Ltd., for the construction of public roads in the City of Sachse, Texas, authorizing its execution by the City Manager, and providing for an effective date.

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STATE OF TEXAS §
§ **FACILITIES AGREEMENT**
COUNTY OF COLLIN §

This Facilities Agreement ("Agreement") is made by and between the City of Sachse, Texas ("City"), Woodbridge XVII, Ltd. ("Woodbridge"), and Woodbridge XIX, Ltd. ("Developer") ("Woodbridge," "City," and "Developer," each a "Party" and collectively the "Parties"), acting by and through their duly authorized representatives.

R E C I T A L S:

WHEREAS, the City owns certain right-of-way in Sachse, Collin County, Texas, being further described in the respective Design Plans (hereinafter defined);(the "Property"); and

WHEREAS, the City has entered into an Inter Local Cooperation with Collin County, Texas, for the design and construction of Ranch Road and Maxwell Creek Road (the "ILA") as set forth therein; and

WHEREAS, the City, Woodbridge and the Developer desire to enter into this Agreement for the design and construction of a portion of Ranch Road and Maxwell Creek Road (individually hereinafter defined as the "Ranch Road Project," or the "Maxwell Creek Road Project," and collectively hereinafter defined as the "Project" or "Projects"); and

WHEREAS, the Ranch Road Project was completed in conjunction with the development improvements for Woodbridge Phase 17 and accepted by the City on October 8, 2013; and

WHEREAS, the Developer agrees to design and construct the Maxwell Creek Road Project; and

WHEREAS, Texas Local Government Code §212.071, as amended, authorizes municipalities to participate in the Developer's costs of construction of public improvements related to the development of subdivisions within the municipality without compliance with Chapter 252 of the Texas Local Government Code, as amended; and

WHEREAS, the Developer agrees to design and construct the Maxwell Creek Road Project as set forth herein;

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

Article I
Term; Termination

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

1.2 Termination. This Agreement shall terminate on the Expiration Date, or may be terminated earlier upon any one of the following:

(a) by written agreement of the Parties; or

(b) by notice from either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof;

1.3 Right of Offset. The City may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due and owing to the City from the Developer, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise, and regardless of whether or not the debt has been reduced to judgment by a court.

Article II
Definitions

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

"Approved Costs" shall mean the total Maxwell Creek Road Project costs verified and approved by City.

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

"City Engineer" shall mean the City of Sachse City Engineer, or designee.

"Commencement of Construction" shall mean that (i) the plans for the respective Project have been prepared and all approvals thereof required by applicable governmental authorities have been obtained; (ii) all necessary permits for construction of the respective Project pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) the grading and/or preparation of the land or right-of-way, as applicable, for the construction of the respective Project has commenced.

"Completion of Construction" shall mean: (i) the respective Project has been substantially completed in accordance with the approved plans; and (ii) the respective Project has been accepted by the City in writing.

"Design Plans" shall mean (i) with respect to the Ranch Road Project, that portion of Ranch Road from Sta. 54+17.85 to Dewitt Road as shown on Sheet C-9 Ranch Road Plan and Profile and Sheet C-34 Ranch Road Signage and Striping Plan of the Civil Site Development Plans for Woodbridge Phase 17, prepared by Kimley-Horn and Associates, Inc. dated February 2013, and approved by the City of Sachse on February 20, 2013; and (ii) with respect to the Maxwell Creek Road Project, that portion of Maxwell Creek Road shown on Sheets 47 beginning at Station 14+37.57 and ending at Station 16+49.38 of the Civil Site Development Plans for Woodbridge Phase 19, prepared by J. Volk Consulting dated July 2014, and approved by the City of Sachse on July 14, 2014.

"Developer" shall mean Woodbridge XIX, Ltd.

"Effective Date" shall mean the last date of execution of this Agreement.

"Expiration Date" shall mean the date the Parties have fully satisfied their respective obligations hereunder.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Developer or any property or any business owned by Developer within the City.

"Project" shall mean the design and construction of: (i) the portion of the extension of Ranch Road adjacent to City Fire Station No. 2 as depicted in the respective Design Plans approved by the City ("Ranch Road Project"); and (ii) the portion of Maxwell Creek Road adjacent to City Fire Station No. 2, as depicted in the respective Design Plans approved by the City ("Maxwell Creek Road Project").

"Project Engineer" shall mean: (i) with respect to the Ranch Road Project, Kimley-Horn and Associates Inc., 12750 Merit Drive, Suite 1000, Dallas, Texas 75251; and (ii) with respect to the Maxwell Creek Road Project, J. Volk Consulting, 800 E. Campbell Road, Suite 120, Richardson, Texas 75081.

"Property" shall mean the real property associated with the right-of-way as depicted in the Design Plans.

"Woodbridge" shall mean Woodbridge XVII, Ltd.

Article III
Project

3.1 Project Design. The Design Plans for each Project has been completed by the respective Project Engineer, and has been reviewed by and approved by the City for construction.

3.2 Construction of the Project.

(a) Construction Schedule. Woodbridge has caused Completion of Construction of the Ranch Road Project. The Maxwell Creek Road Project is to be constructed with the development of Woodbridge Phase 19. Developer caused Commencement of Construction of Woodbridge Phase 19 on or about August 21, 2014, and, subject to events of Force Majeure, and change orders approved by the City, shall cause Completion of Construction of the Maxwell Creek Road Project to occur within twelve (12) months thereafter. The City shall approve all change orders to the contracts awarded by the Developer for the design and construction of the Maxwell Creek Road Project, which shall not be unreasonably denied or delayed.

(b) Application for Permits. Prior to Commencement of Construction of the Maxwell Creek Road Project, the Developer shall make, or cause to be made, application for any necessary permits and approvals required by City and any applicable governmental authorities to be issued for the construction of the Maxwell Creek Road Project. The Developer shall require the design and construction of the Maxwell Creek Road Project to be undertaken in accordance with the Standard Specifications for Public Works Construction-North Central Texas, the City Code of Ordinances, and all other applicable City ordinances, standards, rules, regulations and construction and development standards.

(c) Compliance with Applicable Law. Developer shall comply and cause its contractors and sub-contractors to comply with all local and state laws and regulations regarding the design and construction of the Project applicable to similar facilities constructed by City, including, but not limited to, any applicable requirement relating to maintenance bonds.

(d) Project Cost Reconciliation. Woodbridge has caused Completion of Construction of the Ranch Road Project. Upon Completion of Construction of the Maxwell Creek Road Project, the Developer shall provide City with a final cost summary of all costs incurred and paid associated with the design and construction of the Maxwell Creek Road Project, and provide proof that all amounts owing to contractors and subcontractors have been paid in full evidenced by the customary affidavits executed by Developer and its contractors with regard to the Maxwell Creek Road Project that all payrolls, invoices for materials and equipment, and other liabilities connected with the Maxwell Creek Road Project work for which the City, or the City's property, might be responsible, have been fully paid or otherwise satisfied.

(e) NCTCOG Standards. The construction of the Project shall be in accordance with the Standard Specifications for Public Works Construction-North Central Texas published by the North Central Texas Council of Governments, as amended, and as modified by the City, and to the extent applicable are hereby incorporated by reference. The Developer shall provide

construction management services to the City to ensure that construction of the Project is accomplished in accordance with the approved Design Plans.

(f) Bonds. The Developer shall cause each paving contractor to provide maintenance bonds (for a period of two (2) years following Completion of Construction) in favor of the City for the Maxwell Creek Road Project in accordance with City requirements and regulations pertaining to maintenance bonds for public improvements.

(g) Right-of-Way. No additional right-of-way is required for either Project.

(h) Project Inspection. City Engineer shall have the right to inspect the Project to determine whether the Project construction is in accordance with City standards, ordinances, and regulations pertaining to the construction of public improvements.

(i) Project Records and Audits. Developer shall keep a complete and accurate record to document the performance of the Maxwell Creek Road Project work and to expedite any audit that might be conducted by the City. The Developer shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement; and the Developer shall make such materials available to the City for review and inspection during the term of this Agreement and for a period of four (4) years from the date of Completion of Construction of the Maxwell Creek Road Project, or until any pending litigation or claims are resolved, whichever is later.

(j) As-Built Drawings. Woodbridge has delivered to the City Engineering Department a set of ("as-built") drawings, professionally prepared by the Project Engineer for the Ranch Road Project. Prior to Completion of Construction, Developer shall deliver to the City Engineering Department a set of record ("as-built") drawings, professionally prepared by the Maxwell Creek Road Project Engineer, and in the hardcopy and digital formats in accordance with the current standards set forth by the City Engineering Department.

(k) Indemnification. THE CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF THE DEVELOPER PURSUANT TO THIS AGREEMENT. THE DEVELOPER HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. THE DEVELOPER DOES HEREBY INDEMNIFY AND SAVE HARMLESS THE CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM THE DEVELOPER'S BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF THE DEVELOPER, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES,

REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS IN THE PERFORMANCE OF THIS AGREEMENT (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE SOLE NEGLIGENCE OR WILLFUL ACT OF THE CITY). IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH THE CITY AND DEVELOPER, THE RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, THE DEVELOPER SHALL BE REQUIRED, ON NOTICE FROM CITY, TO DEFEND SUCH ACTION OR PROCEEDINGS AT THE DEVELOPER'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE CITY. THE PROVISIONS OF THIS SECTION 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.

3.3 Insurance.

(a) The Developer shall cause its contractors to obtain and maintain in full force and effect at its expense the following policies of insurance and coverage: (i) Commercial General Liability Policy covering bodily injury, death and property damage, including the property of the City, its officers, contractors, agents and employees (collectively referred to as the "City") insuring against all claims, demands or actions relating to the work and services provided pursuant to this Agreement with minimum limits on a per project basis of not less than One Million Dollars ($1,000,000) combined single limit and Two Million Dollars ($2,000,000) aggregate, including products and completed operations coverage. This policy shall be primary to any policy or policies carried by or available to the City; (ii) Workers' Compensation/Employer's Liability Insurance Policy in full accordance with the statutory requirements of the State of Texas and shall include bodily injury, occupational illness or disease coverage with minimum Employer's Liability limits of not less than $500,000/$500,000/$500,000; (iii) Automobile Liability Insurance Policy covering all operations of the Developer's contractors pursuant to this Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars ($1,000,000) combined single limit for bodily injury, death and property damage liability; (iv) Excess Liability Insurance Policy with a limit of not less than $10,000,000. Such insurance shall be in excess of the commercial general liability insurance, business auto liability insurance and employer's liability insurance. This insurance will apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall be provided on a "following form basis"; (v) Professional Liability Insurance (if applicable) with limit of not less than Two Million Dollars ($2,000,000) for all negligent acts, errors, and omissions by the Contractor, its sub-contractors, consultants and employees, that arise out of the performance of this Agreement; (vi) Waiver of Subrogation Rights. The Commercial General Liability, Worker's Compensation, Business Auto and Excess Liability Insurance required

pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City; (vii) Additional Insured Status. With the exception of Worker's Compensation Insurance and any Contractor Professional Liability Insurance, all insurance required pursuant to this Agreement shall include and name the City as additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to the City under Texas law, including products/completed operations. The Additional Insured status for the City shall remain in force and effect for a minimum of two (2) years following Completion of Construction of the Maxwell Creek Road Project.

(b) Certificates of Insurance. Certificates of Insurance and policy endorsements in a form satisfactory to City shall be delivered to City prior to the commencement of any work or services under this Agreement and annually for a minimum of two (2) years following Completion of Construction of the Maxwell Creek Road Project. All required policies shall be endorsed to provide the City with thirty (30) days advance notice of cancellation or material change in coverage. On every date of renewal of the required insurance policies, the Developer shall require its contractors to cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Developer shall, within ten (10) business days after written request, provide the City with Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the Certificates of Insurance and the policy endorsements (including copies of such insurance policies) to the City is a condition precedent to the payment of any amounts due to Developer by the City. The failure to provide valid Certificates of Insurance and policy endorsements shall be deemed a breach of this Agreement. City shall upon receipt of the Certificates of Insurance and policy endorsements notify the Developer in writing whether the required insurance has been provided and is acceptable per the City's requirements.

(c) Carriers. All policies of insurance required to be obtained by the Developer's contractors pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to City and lawfully authorized to issue insurance in the State of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.

3.4 Project Payments.

(a) Maxwell Creek Road. City shall reimburse the Developer the Approved Costs of the Maxwell Creek Road Project within one hundred twenty (120) days following the later of: (i) Completion of Construction of the Maxwell Creek Road portion of the Project; (ii) submission of the cost reconciliation as required by Section 3.2 (d); and (iii) City verification of the costs of the Maxwell Creek Road Project, which shall not be unreasonably denied or delayed.

(b) Ranch Road. The City acknowledges that Woodbridge has caused the Completion of Construction of the Ranch Road Project in accordance with this Agreement. City agrees to

reimburse Woodbridge for the Ranch Road Project in the amount of One Hundred Nine Thousand One Hundred Two Dollars and 59/100 ($109,102.59) (which amount Woodbridge agrees and acknowledges is the total sum due Woodbridge for that portion of the Project) within thirty (30) days after the Effective Date.

3.5 City Acceptance. City and Developer agree that Completion of Construction of the Maxwell Creek Road Project is not a condition precedent to City acceptance for the balance of Woodbridge Phase 19 Subdivision.

Article IV
Miscellaneous

4.1 Books and Records. Developer and City agree to make their respective books and records relating to the construction of the Project available for inspection by the other Party, for a period of two (2) years following the acceptance of the Project by the City.

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

If intended for City, to:

Attn: Billy George,
City Manager
City of Sachse, Texas
3815 Sachse Road, Building B
Sachse, Texas 75048
Facsimile: 972.530.0426

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201
Facsimile: 214.965.0010

With a copy to Engineer:

City of Sachse, Texas
Attn: City Engineer
3815 Sachse Road, Building B
Sachse, Texas 75048
Facsimile: 972.530.0426

If intended for Developer, to:

Attn: Donald P. Herzog
Woodbridge XIX, Ltd.
800 E. Campbell Road, Suite 130
Richardson, Texas 75081

With a copy to:

Attn: Scott Flynn
Mastrogiovanni Mersky & Flynn, P.C.
2001 Bryan Street, Suite 1250
Dallas, Texas 75201

If intended for Woodbridge, to:	With a copy to:
Attn: Donald P. Herzog Woodbridge XVII, Ltd. 800 E. Campbell Road, Suite 130 Richardson, Texas 75081	Attn: Scott Flynn Mastrogiovanni Mersky & Flynn, P.C. 2001 Bryan Street, Suite 1250 Dallas, Texas 75201

4.3 Successors and Assigns. All obligations and covenants of Developer under this Agreement shall be binding on Developer, its successors and permitted assigns. Developer may not assign this Agreement without the prior written consent of the City Manager.

4.4 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall be enforceable and shall be enforced as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

4.5 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

4.6 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

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

4.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

[Signature Page to Follow]

EXECUTED in duplicate originals this, the ____ day of _____, 2014.

CITY OF SACHSE, TEXAS

By: _____
Billy George, City Manager

ATTEST:

By: _____
Terry Smith, City Secretary

APPROVED AS TO FORM:

By: Peter G Smith
Peter G. Smith, City Attorney

EXECUTED in duplicate originals this, the ____ day of _____, 2014.

WOODBRIDGE XVII, LTD.
a Texas limited partnership

By: HDC Woodbridge XVII, LLC
a Texas limited liability company
Its General Partner

By: HDC Management, LLC
a Texas limited liability company
Its Manager

By:_____
Donald P. Herzog, Member

EXECUTED in duplicate originals this, the ____ day of _____, 2014.

WOODBRIDGE XIX, LTD.
a Texas limited partnership

By: HDC Woodbridge, LLC
a Texas limited liability company
Its General Partner

By: HDC Management, LLC
a Texas limited liability company
Its Manager

By:_____
Donald P. Herzog, Member

THOROUGHFARE PLAN

March 1, 2010

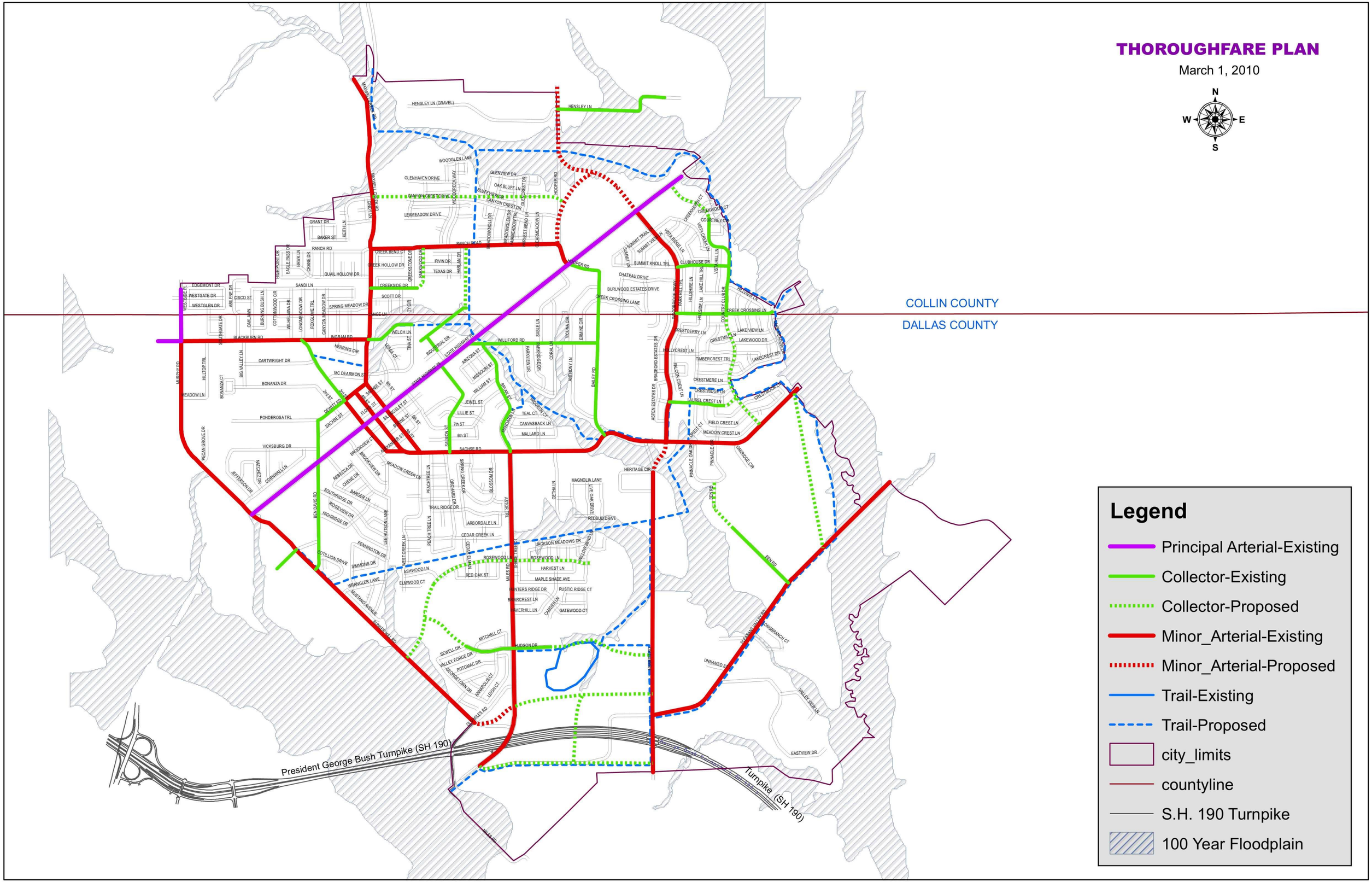
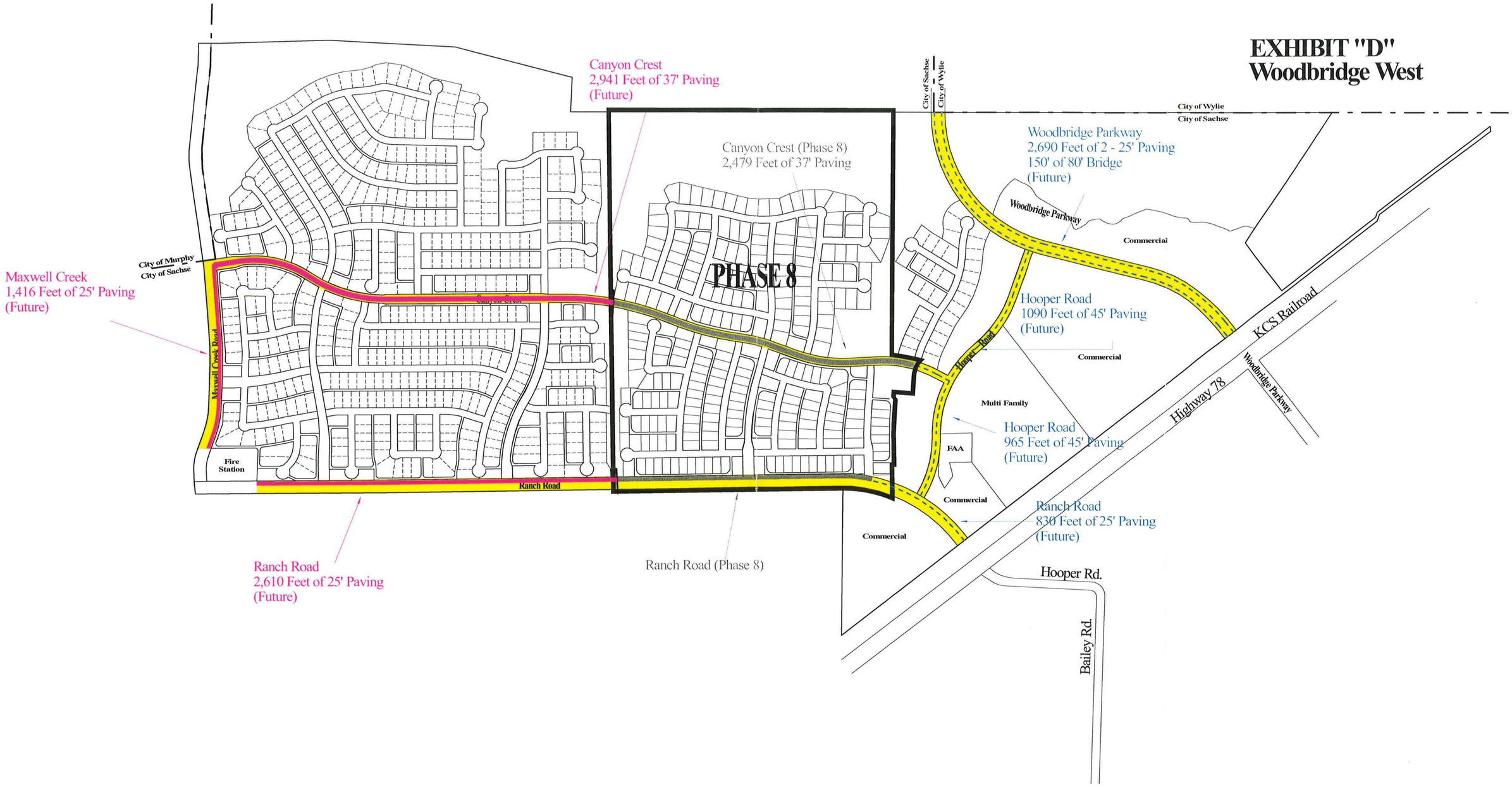


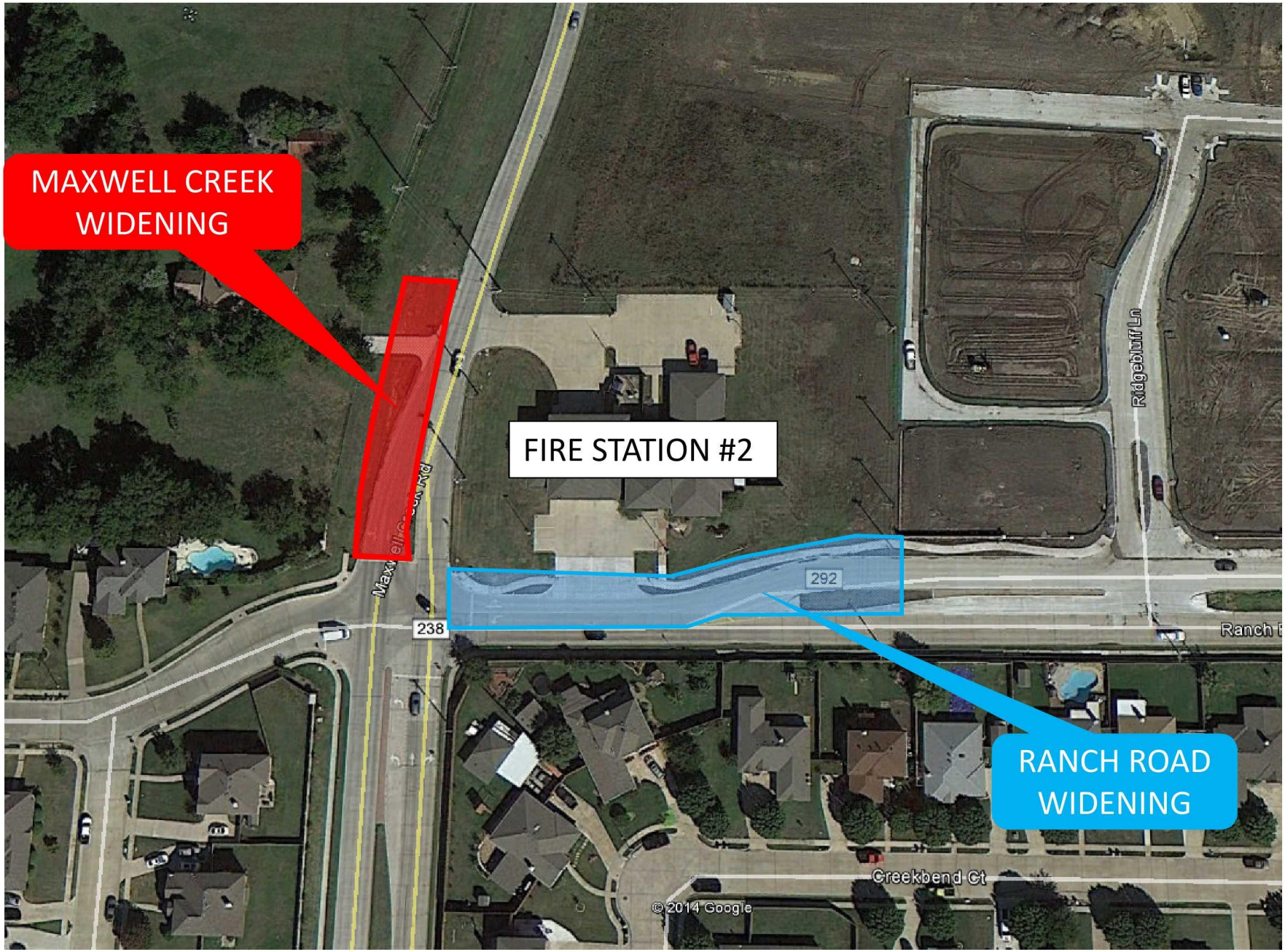
EXHIBIT "D"
Woodbridge West



THOROUGHFARE SYSTEM FACILITIES

- - - - - - - - - - - - - - Subject to Revisions pending railroad crossing approvals

Project Location Map



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A FACILITIES AGREEMENT BY AND BETWEEN THE CITY OF SACHSE, TEXAS, WOODBRIDGE XVII, LTD., AND WOODBRIDGE XIX, LTD. FOR THE DESIGN AND CONSTRUCTION OF PUBLIC ROADS IN THE CITY OF SACHSE, TEXAS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ranch Road and Maxwell Creek Road are shown on the City of Sachse Thoroughfare Plan as minor arterial roads; and

WHEREAS, Ranch Road and Maxwell Creek Road are shown to be upgraded to 4-lane roads in the 2011-2021 10-year Capital Improvement Plan for the City of Sachse; and

WHEREAS, the City Council of the City of Sachse approved the 2013-2014 Capital Improvements Plan, including the Capital Street Project for construction of Ranch Road from Dewitt Road to Fire Station #2; and

WHEREAS, the City Council of the City of Sachse approved the 2014-2015 Capital Improvements Plan, including the Capital Street Project for construction of Maxwell Creek Road from Ranch Road to Fire Station #2; and

WHEREAS, Chapter 212.071 of the Texas Local Government Code authorizes municipalities to participate in the developer's costs of construction of public improvements related to the development of subdivisions within the municipality without compliance with Chapter 252 of the Texas Local Government Code; and

WHEREAS, the City Council of the City of Sachse, Texas requires a Facilities Agreement for the design and construction of Ranch Road from Dewitt Road to Fire Station #2 and Maxwell Creek Road from Ranch Road to Fire Station #2; and

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

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

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

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

RESOLVED this 6th day of October, 2014. CITY OF SACHSE, TEXAS

_____
Mike Felix, Mayor

ATTEST:

_____
Terry Smith, City Secretary

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

Legislation Details (With Text)

File #:	14-2460	**Version:**	2	**Name:**	Sachse Historical Society Property Modifications.
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	9/29/2014			**In control:**	City Council
On agenda:	10/6/2014			**Final action:**	
Title:	Consider action regarding the Sachse Historical Society's request to make improvements to the property located at 3033 Sixth Street to include the construction of a storage building, restore a jail cell, remove an interior wall to increase the display area, install carpet, and install a fence. Executive Summary The Sachse Historical Society is seeking to modify the City's property located at 3033 Sixth Street. The purpose of this item is to inform the City Council about the proposed modifications and to provide the Council the opportunity to give consent.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Hist Society Grant Request.pdf				

Date	Ver.	Action By	Action	Result

Title

Consider action regarding the Sachse Historical Society's request to make improvements to the property located at 3033 Sixth Street to include the construction of a storage building, restore a jail cell, remove an interior wall to increase the display area, install carpet, and install a fence.

Executive Summary

The Sachse Historical Society is seeking to modify the City's property located at 3033 Sixth Street. The purpose of this item is to inform the City Council about the proposed modifications and to provide the Council the opportunity to give consent.

Background

At the August 12, 2014 Sachse Economic Development Corporation (SEDC) meeting, the SEDC approved a grant in an amount not to exceed $ 11,758.00 for improvements to the facility occupied by the Historical Society. Those improvements include:

1. Construction of an 8' x 12' barn style building.
2. Restoration of a jail cell.
3. Removal of an interior wall to increase display area.
4. Installation of carpet.
5. Repair and installation of a fence from the Sachse home.

powered by Legistar™

6. Purchase of display cabinets.

Attached to this agenda item is a copy of the Historical Society's grant application to the SEDC which includes detailed information about the proposed project.

The Historical Society has prepared an 8 minute video to explain their plans. It can be viewed at: http://youtu.be/cOuXq_CIUeM.

Policy Considerations
The existing lease agreement between the City and the Historical Society requires that the City's consent be given prior to the Historical Society making any alterations, additions, or improvements to the property. A motion carried by the City Council granting consent will suffice.

Budgetary Considerations
The City will not expend funds related to this request.

Staff Recommendations
Move to approve and approval of the Sachse Historical Society's request to make improvements to the property located at 3033 Sixth Street to include the construction of a storage building, restore a jail cell, remove an interior wall to increase the display area, install carpet, and install a fence.

Date: August 1, 2014

Ms. Leslyn Blake, Chief Executive Officer
Sachse Economic Development Corporation
3815-B Sachse Road
Sachse, Texas 75048

Dear Ms. Blake,

Transmitted herewith is an application from the Sachse Historical Society Board of Directors requesting EDC grant funding to make improvements to the Society's museum.

The year 2014 is the Sachse Historical Society's 25th Anniversary Year and the fulfillment of this project would be the capstone of our celebration. The financial resources for supporting our budget come from the dues paid by our approximately 70 members. Most of this income is used to pay operational expenses leaving little for the projects needed to keep pace with our growing collection of artifacts.

I have appointed Mr. Lloyd Henderson to serve as Chairman of the Museum Improvements Committee to direct this proposed project. He would be glad to furnish any additional materials or information you and/or your Corporation might need. Also, both of us are available to discuss any part of our request for funding.

On behalf of the Sachse Historical Society Board of Directors I want to express our thanks for your giving consideration to this request.

Sincerely,

Bobby Tillman

Bobby Tillman, President
Sachse Historical Society

Grant Application

(Please type or print clearly)

Date of application: August 1, 2014

Contact Information:

Company Name: Sachse Historical Society (SHS)

Applicant Name: Sachse Historical Socity

Contact Person: Lloyd Henderson

Position: Vice President

Phone: 214-794-0960 Fax: None

Email: lhenderson19@tx.rr.com Web site address: www.sachsehistoricalsociety.com

Mailing Address: 805 Lakeside Circle #318
Lewisville, Texas 75057

Physical Address: 805 Lakeside Circle #318
Lewisville, Texas 75057

Business Information:

Legal entity name (DBA) Sachse Historical Society

State ID Number: Tx. Tax Payer No. 17523856932 EIN 75-2385693

Date Business was started April 5, 1989

Location of project: 3033 Sixth Street, Sachse, Texas 75048

Do you own or lease building, land or site for which the grant is being requested?

____ Own X Lease Property Owner City of Sachse

Project Contractor Name : John Riddle

Address: 8301 Lakeview Parkway, Rowlett, Texas 75088

Phone No. 214-884-8346 email: johnriddleroofing@gmail.com

Project Engineer Name: None

Address: _____

Phone No. _____ email: _____

Business Activities:

NAICS Code _____

Company's prinicipal business _____

Description of proposed project : Construct 8' X 12' storage building on a concrete pad, construct 10' approach sidewalk, remove 15' interior wall in the museum building, extend pea gravel yard area for additional farm equipment, restore a jail cell, purchase 4 display cases, and provide space in the antique farm machinery area to display the 1939 Allis-Chalmers tractor.

Provide copy of business plan SHS does not have a business plan

For consideration are you willing to provide financial information on the company?
Yes - See attached copies of current operation finance & projects finance reports.

Proposed Project/Development:
Amount of Grant Request $ 11,758.00
Is the Company expanding its existing local operations or relocating its operations from somewhere else to Sachse? X Expansion _____ Relocation
Does the Company plan to lease or own the facility? _____ Lease X Own
Will the facility be new or existing? X New X Existing
What is the address of the existing facility or main office? 3033 Sixth Street, Sachse, Texas
What is the estimated total cost of the project? (include supporting information such as estimates or written bids) $ 14,758.00 (see Supplemental Information and attached exhibits.)

Project completion date: November 1, 2014

Description of benefits from project, intended uses and users, and other information (with documentation) that demonstrates the need for this project. This project will enable SHS to expand its current artifacts display floor space, provide much needed storage facility, display artifacts which are currently in storage, and restore the jail cell for displaying police artifacts.

Capital/Financial
Number of jobs to be created: 0 Average salary: 0
Increased value to City, site or surrounding parcels: Property & building are owned by the City
Provide a cost benefit analysis of project with requested funding: _____

PROJECT COST

1. Land Acquisition	$ 0
2. Site Preparation	$ 0
3. Professional Services	$ 0
4. Personnel/Labor/Admin	$ 0
5. Contracting Services	$ 9,378.00
6. Materials/Supplies	$ 0
7. Equipment/Furnishings	$ 6,3800.00
8. Other (describe)	$ 0
TOTAL PROJECT COST	$ 14,758.00
Other Funds to be Used	$ 3,000.00

Return on Investment (maximum 3 years) 0
Has the company filed any bankruptcies in the past? _____ Yes X No
Which type NA Has anyone every initiated bankruptcy on the company, business or individual owner? NA Yes NA No Why? NA
Has the business status with the State Comptroller changed in any manner? _____ Yes X No How? NA
When NA
Attach business plan for confidential review. SHS does not have a business plan.

For consideration are you willing to provide financial information on the company?
Yes - See attached copies of current operation finance & projects finance reports.

Proposed Project/Development:
Amount of Grant Request $ 11,758.00
Is the Company expanding its existing local operations or relocating its operations from somewhere else to Sachse? X Expansion _____ Relocation
Does the Company plan to lease or own the facility? _____ Lease X Own
Will the facility be new or existing? X New _____ Existing
What is the address of the existing facility or main office? 3033 Sixth Street, Sachse, Texas
What is the estimated total cost of the project? (include supporting information such as estimates or written bids) $ 14,758.00 (see Supplemental Information and attached exhibits.)

Project completion date: November 1, 2014

Description of benefits from project, intended uses and users, and other information (with documentation) that demonstrates the need for this project. This project will enable SHS to expand its current artifacts display floor space, provide much needed storage facility, display artifacts which are currently in storage, and restore the jail cell for displaying police artifacts.

Capital/Financial
Number of jobs to be created: 0 Average salary: 0
Increased value to City, site or surrounding parcels: Property & building are owned by the City
Provide a cost benefit analysis of project with requested funding: _____

PROJECT COST

1. Land Acquisition	$ 0
2. Site Preparation	$ 0
3. Professional Services	$ 0
4. Personnel/Labor/Admin	$ 0
5. Contracting Services	$ 9,378.00
6. Materials/Supplies	$ 0
7. Equipment/Furnishings	$ 6,3800.00
8. Other (describe)	$ 0
TOTAL PROJECT COST	$ 14,758.00
Other Funds to be Used	$ 3,000.00

Return on Investment (maximum 3 years) 0
Has the company filed any bankruptcies in the past? _____ Yes X No
Which type NA Has anyone every initiated bankruptcy on the company, business or individual owner? NA Yes NA No Why? NA
Has the business status with the State Comptroller changed in any manner? _____ Yes X No How? NA
When NA
Attach business plan for confidential review. SHS does not have a business plan.

I DECLARE THAT THE INFORMATION IN THIS DOCUMENT AND ANY ATTACHMENTS IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

APPLICANT: Lloyd Henderson DATE: August 1, 2014
Title: Vice President, Sachse Historical Society
This application received by: _____
On _____

A complete application may be delivered or mailed to:

Executive Director
Sachse Economic Development Corporation
3815 Sachse Road, Building B
Sachse, Texas 75048
SachseEDC@cityofsachse.com
4694294764

VERIFICATION

State of Texas County of Dallas

Before me, a notary public, on this day personally appeared Lloyd Henderson known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

Today, the 1st day of August 2014.

NOTARY PUBLIC STATE OF TEXAS
PHYLLIS GADDIS
My Commission Expires
May 2, 2015

Phyllis Gaddis
Notary Public's Signature

(Personalized Seal)

(SEDC Grant Application revised February, 2011)

SHS APPLICATION FOR EDC GRANT
SUPPLEMENTAL MATERIALS

Name of Project: Museum Improvements Project.
Project Location: 3033 Sixth St., Sachse, Texas 75048
Project Coordinator: Lloyd Henderson, Chairman, SHS Museum Improvements Committee.
Amount of Grant Request: $10,000.00

BACKGROUND INFORMATION.

The Sachse Historical Society (SHS) was begun on April 5, 1989 with the objective "to preserve historical objectives and data representative of Sachse as the City was established and has developed so that the community's heritage may be kept alive and available to the public." SHS is a 501 © 3 tax exempt Corporation which operates according to a set of Bylaws that were adopted by the membership. The Society conducts an annual meeting on the first Sunday of March in which reports are given and an eleven 11 member Board of Directors is elected. This Board of Directors meets each month and conducts the business of the Society between annual meetings. The membership of the Society ranges from 70 to 80 members who pay annual dues in the amount of $20.00. Exhibit H lists some of the projects the Society has done over that past several years.

On January 5, 2004 the SHS executed a fifty year lease contract with the Sachse City Council for the use of a former Police Department Building to be used as a museum. The building is located at 3033 Sixth Street next to the original entrance to the Sachse Cemetery. The space in this building is divided as follows: 1 small restroom, a small but adequate office, 2 jail cells, a 176 sq. ft. meeting room, and a 336 sq. ft. room used to display artifacts the Society has collected during the past twenty five years. See Exhibit A.

To date this building has worked well for the Society. However, during the past 25 years there has been a considerable increase in the Society's artifacts collection. The display space and storage space has been exhausted. Several large items, such a table and chairs once used by the Sachse family are being stored in Houston. The Society recently acquired a treadle sewing machine but there is no space to display it. The second donation the Society received in 1989 was 5 sections of fence which surrounded William Sachse's home on Railroad Street but has not been displayed for lack of a proper location. There are adjustments that can be made to address this problem and the attached Museum Improvements Plan address each of these adjustments. However, the Society has budget limitations for doing the improvements for which SHS is asking help from EDC.

To remedy this problem the Society has developed a strategy called The Sachse Historical Society Museum Improvements Plan. Implementation of this plan will accomplish the following goals set by the Society:

1. Provide the much needed storage space.

2. Provide additional floor space for displaying large artifacts now in storage.
3. Provide cabinets to relieve present crowded cabinets and space for displaying additional small artifacts.
4. Enable the restoration of a jail cell for displaying photographs of Sachse's former Police Chiefs and photos of the Police Department taken in the 1970's and 80's.
5. Provide a location for installing the William Sachse fence.
5. Complete the installation of carpet already purchased by the SHS.
6. Provides space in the farm equipment area for displaying the 1939 Allis-Chalmers tractor.

SCOPE OF THE PROJECT.

1. Construct a Storage Building.

The availability of an outside storage building would enable the Society to use all of the floor space in the museum building for display of artifacts that are currently in storage. The storage building would be an 8' X 12' Barn Style building providing 96 sq. ft. of storage space. It would include shelving and be painted to match the museum building. The yard around this building would be pea gravel similar to the existing farm machinery display bed. Two pieces of farm machinery would be moved to the front of the storage building and give it the appearance of being tied into the display bed and farm equipment on the west side of the museum building. See Exhibits A & G.

2. Restore Jail Cell.

The museum building was originally built in 1982 to be used as the Sachse Police Department. All materials and labor was donated for this construction. The building contains 2 rooms which were used as holding cells until the prisoners could be transferred to Dallas County for safer holding. When the building was vacated by the Police Department in 1995 these cells were cleared of the beds and combination stainless steel toilet/wash-basins which were being used at the time. However, the Society saved 1 combination toilet/basin which is being held in storage at the Sachse Public Works Department. The bed was made of welded angle iron which framed a piece of ¾ inch plywood and bolted to the adjoining walls. A cotton mattress was placed on top of this framework. The funds for restoring this cell would be used to install the combination toilet/sink and to reconstruct the bed. The Society has approximately 20 photographs of the Police Department which were taken in the 1970's and 1980's. These photos will be enlarged and hung on the walls. The Society also has photographs of all former Police Chiefs. An interpretation panel regarding the 3 City Marshalls and beginning of the Police Department would also be displayed in this cell. See Exhibit I.

When the outside storage building is complete, all materials stored in Cell No. 2 will be moved to the storage building. All materials in Cell No. 1 will be moved to Cell No. 2. The materials in Cell No. 1 are more fragile, such as books, resource materials, and files which would be subject to mold and deterioration. With this moving arrangement, Cell No. 1 would be vacated and ready to begin restoration. The SHS Museum Coordinator would conduct a volunteer work day to make this move.

3. Remove Wall to Increase Display Area.
The 2 largest rooms in the museum are the Artifacts Display Room (336 sq. ft.) and Meeting Room (176 Sq. Ft.). See Exhibits A & H. Removal of the wall between these 2 rooms would include relocation of electrical outlets, some sheetrock repair and painting. Joining these 2 rooms would provide 176 sq. ft. additional space for use in displaying artifacts and provide a more open appearance. With the addition of the treadle sewing machine, the Sachse table and chairs, and relocation of other various artifacts this space would be set up to represent a typical 1890's parlor such as would be in the Sachse home.

4. Install Carpet.
Money was donated to replace the carpet which was beginning to show signs of wear. The carpet has been purchased and stored in the cell No. 1 at the museum. Carpet in the meeting room has been replaced but funding is needed to pay for the installation of the carpet in the display room after the wall between the two rooms has been removed.

5. Repair and Install Fence from Sachse Home.
The second donation the Society received in 1989 was 5 sections of roughed iron fence and 2 corner posts which originally surrounded William and Martha Sachse's home on Railroad Street. This fence and corner posts are bent and rusty. However, SHS Board Member Doug Smith as volunteered to take these to his shop and return them to their original condition. This fence will be installed in front of the storage building with a plaque identifying its source. See Exhibit A regarding the future location of this fence. See Exhibit J.

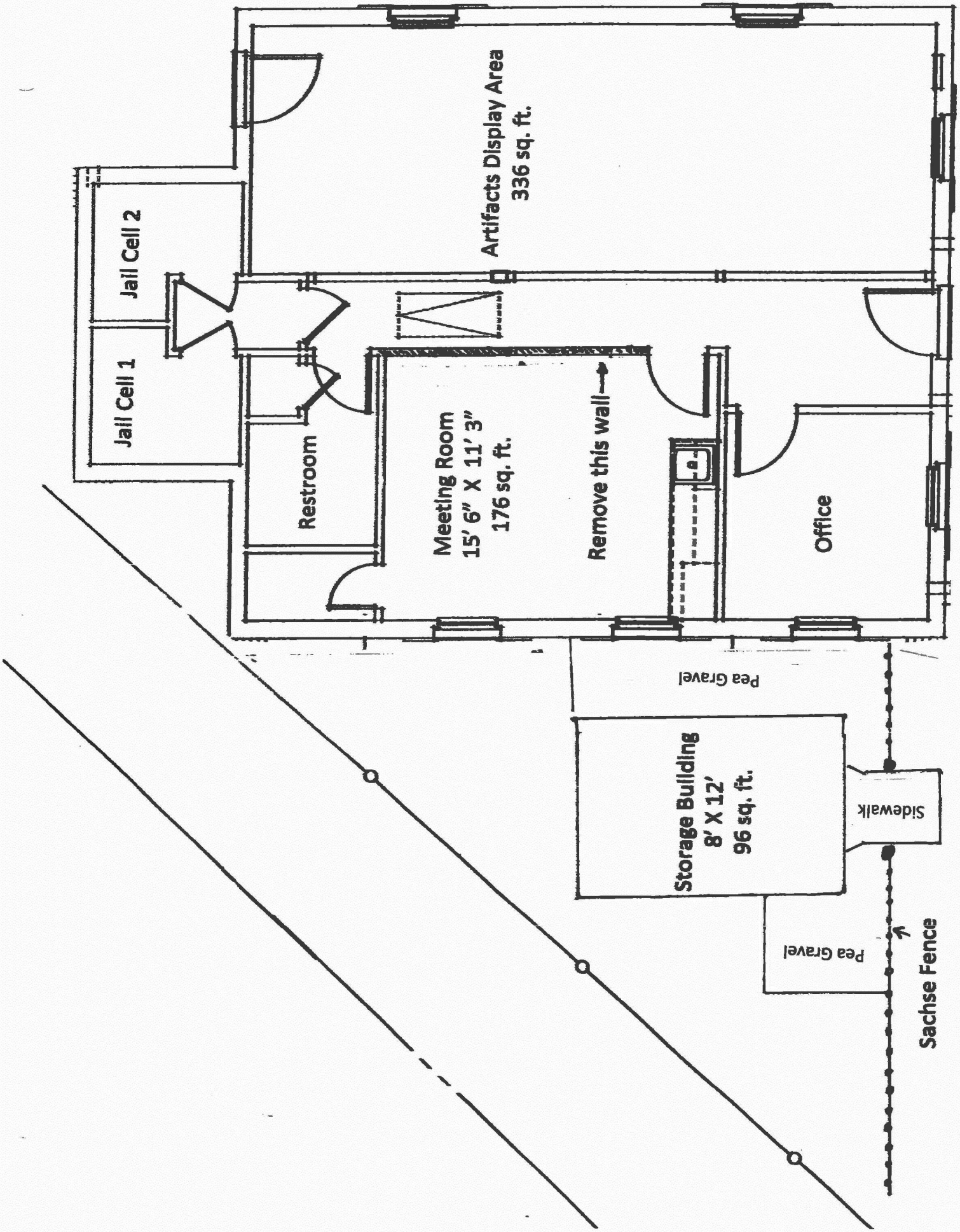
6. Purchas Display Cabinets.
When the museum first opened in 2004, the SHS was given 11 old jewelry cases to use for displaying artifacts. The woodshop class at Sachse High School refinished the varnish and did some minor repair work. These cases are 4' long and 20" deep. They only stand 34" high and viewers have to stoop down to see anything on display below the top shelf. The space between the top of these cases and ceiling is about 4 ft. of wasted space. They open from the back and all cases against the wall have to be moved out in order to have access to the shelves for setting up the display. Four of these cases sit back-to-back and they too have to be moved for access to the shelves. Taller, upright display cabinets would make better use of the wall space not being used and provide additional display shelving. See Exhibit K.

<u>EXHIBITS.</u>

A Project Site Plan
B SHS June 2014 Operation Budget Report
C SHS June 2014 Project Budget Report
D Summary of Project Cost
E Contractor's Proposal
F SHS Past and Present Programs, Projects and Events
G Photograph - Construction Site

H	Photograph - Wall to be Removed
I	Photograph - Jail Cell
J	Photograph - Sachse Fence
K	Information Regarding Display Case

EXHIBIT A


Jail Cell 2
Jail Cell 1
Restroom
Artifacts Display Area
336 sq. ft.
Meeting Room
15' 6" X 11' 3"
176 sq. ft.
Remove this wall
Office
Pea Gravel
Storage Building
8' X 12'
96 sq. ft.
Sidewalk
Pea Gravel
Sachse Fence

SHS Operating Report January-December 2014

Budget Income	Budget$	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total(Year toDate)
Carryoverfrom2013	$3,442.93	3,442.93												$3,442.93
T-Shirts,orn/magnet	$ 10.00	61.00		6.00			23.00							$90.00
Book Sales				75.00	140.00	25.00	70.00							$310.00
Membership Dues	$1,200.00	280.00	80.00	80.00	80.00	75.00	40.00							$635.00
Corp. Dues	$ 250.00				100.00	50.00	50.00							$200.00
Personal Donations	$1,050.00	30.00	30.00	40.11	20.00		10.00							$130.11
Fallfest														
Sachse Cemetery	$1,000.00						1,000.00							1,000.00
Total Deposits	$6,952.93	3,813.93	110.00	201.11	340.00	150.00	1,193.00							$5,808.04
Budget Expenses														
Advertising	$ 100.00													
Annual Meeting	$ 200.00													
Audit	$ 300.00													
City Water	$ 700.00	38.80	33.53	30.10	31.58	30.10	30.10							$194.21
Fallfest	$ 170.00													
Insurance	$ 425.00	425.00												$425.00
Newsletter printing	$1,000.00	107.00												107.00
Office Equipment	$ 200.00													
Office Supplies	$ 100.00													
Plaques/Awards	$ 100.00													
Postage	$ 400.00				144.00									$144.00
Chamber Dues	$ 125.00													
TXU Electric/Cirro	$1,000.00	249.28	220.10	249.41	142.02	69.29	49.13							$979.23
ExtBldgMaintenance	$ 200.00				64.04		35.96							100.00
IntBldgMaintenance	$ 200.00													
Yard Maintenance	$ 700.00													
Misc	$ 120.00													
Transfer to Projects	$1,496.50							1,496.50						$1,496.50
Special Events	$ 200.00						57.22							
Total Expenses	$7,736.50	820.00	253.63	279.51	381.64	99.39	168.86	1,496.50						$3,445.94
Balance														$2,362.10

SHS Project Report January-December 2014

BUDGET INCOME	Budget$	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total(Year to Date)
Carryoverfrom2013	$$2,647.26	2,647.26												$2,647.26
Transfer from Operating	$1,496.50							1,496.50						1,496.50
Am Nat'l Bank	$1,000.00													
Donations	$2,800.00	2,500.00												$2,500.00
Book Sales	$ 150.00													
EDC Sponsorship	$1,000.00													
Donations for Cabinets	$2,400.00													
Cookbook	$ 500.00													
Total Deposits	$11,993.76	5,147.26	0	0	0	0	0	1,496.50						$6,643.76
DEDICATED EXPENDITURES														
Outside Improvements			29.50											$29.50
Veterans Day Ceremony	$1,028.68													
Interior Improvements	$7,700.00		249.90											$249.90
Flooring	$2,150.00	1,069.90	1,069.89											$1139.79
Painting	$ 150.00	154.87												$154.87
Cookbook	$ 500.00													
Total Projected Expenses	$11,528.68	1,224.77	1,349.29	0	0	0	0							$2,574.06
Balance														$4,069.70

EXHIBIT D

SUMMARY OF SHS MUSEUM IMPROVEMENTS PROJECT COSTS

Financial Sources:

Sachse Historical Society Projects Budget		$ 3,000.00
Sachse Economic Development Corporation		$ 11,758.00
Total		$ 14,758.00

Project Costs

STORAGE BUILDING				
Pour concrete pad for building	$	750.00		
Pour concrete sidewalk	$	180.00		
Construct 8' X 12' building	$	3,358.00		
Paint building	$	350.00		
Total	$	4,638.00	$	4,638.00
REMOVE WALL				
Remove wall, repair ceiling & walls	$	1,350.00		
Cap off Electrical	$	295.00		
Total	$	1,645.00	$	1,645.00
CELL RESTORATION				
Install toilet/wash basin, bed & photographs **	$	800.00	$	800.00
YARD				
Install weed blocker & install 75 sq. ft. gravel	$	695.00	$	695.00
CARPET				
Install carpet purchased by SHS	$	600.00	$	600.00
DISPLAY CASES				
4 display cases 50"W x 22"D x 80"H @ $1,595.00 ea.	$	6,380.00	$	6,380.00
Total Project Costs			$	14,758.00

(**) The drainage line connection for the toilet and the connection to the water lines will have to be retrofitted. Because of the compacted storage of bulk items in this cell we cannot get in to do the measurements and figure the actual costs for making this connection. The $800.00 figure in this budget is an estimated number. The unit will be installed but not connected if it cannot be retrofitted.

RIDDLE BROTHERS
ROOFING & CONSTRUCTION

8301 Lakeview Parkway Suite 111-152
Rowlett, Texas 75088
Ph. 214-884-8346
FAX: 972-412-5073

ESTIMATE # 53949

ESTIMATE

NAME	Sachse Historical Museum		EST DATE	7/28/2014
ADDRESS	3933 8th		INS	
CITY	Sachse		CLAIM#	
STATE, ZIP	Texas		REP	John Riddle
				214-288-6774

SPECIFICATIONS	DESCRIPTION	QTY	UNIT COST	TOTAL
Option A				
Concrete Pad	Pour concrete pad for building	1.00	$750.00	$750.00
Sidewalk	Pour concrete sidewalk	1.00	$160.00	$160.00
Barn Style Shed	Barn style shed 8' x 12' with Barn doors	1.00	$3,358.00	$3,358.00
	Hardie siding. Wall studs 12' spaced			
Paint	Paint shed	1.00	$350.00	$350.00
Interior	Remove Wall inside/ Repair ceiling and walls.	1.00	$1,350.00	$1,350.00
	****Nothing done to carpet.****			
	Cap off the Electrical - Tie all lights to one switch	1.00	$295.00	$295.00
Gravel	Install weed blocker and gravel Approx. 75 SQFT	1.00	$695.00	$695.00
	Landscape bricks			
			Total	$6,958.00

ACCEPTANCE OF ESTIMATE

This Estimate is for FULL SCOPE OF INSURANCE ESTIMATE AND UPGRADES and is subject to Insurance company approval. By signing this estimate homeowner authorizes RIDDLE BROTHERS ROOFING & CONSTRUCTION, LLC to pursue homeowners best interest for all repairs, at a price agreeable to Insurance company and RIDDLE BROTHERS ROOFING & CONSTRUCTION, LLC, and at NO ADDITIONAL COST TO HOMEOWNER EXCEPT THE INSURANCE DEDUCTIBLE AND UPGRADES. The final price agreed between the Insurance company and RIDDLE BROTHERS ROOFING & CONSTRUCTION, LLC shall be the final price. Replacement cost depreciation, ACV depreciation, and deductibles may be excluded from the final price and are owed to RIDDLE BROTHERS ROOFING & CONSTRUCTION, LLC by homeowner. Any items not covered by property damage settlement will be due from homeowner at completion.

The terms and specifications stated herein and special conditions hereof are hereby accepted.

Sig. _____ Date _____ _____ / _____

Sales Representative Myst Approval

Sig. _____ Date _____

EXHIBIT F

PAST AND PRESENT SHS PROGRAMS, PROJECTS AND EVENTS

Created the Antique Farm Equipment Display.

Participated in Sachse Fall Fest Celebration every year since its beginning in 1984.

Built the "Onion Shed" Shelter for the 1948 Ahrens-Fox pumper fire truck.

Restored the Ahrens-Fox Fire Truck to display condition.

Played the leading role roll in securing the Caboose.

Developed the Sachse Museum and collected artifacts for display.

Conducted fourth grade Texas History Essay Contest for several years.

Established the Oral Histories Program Collection.

Publishes a Quarterly Newsletter called Under *The Copper Roof*.

Provided Texas History Books for the Library for several years.

Conducts the City's annual Veterans Day Program.

Worked with the Sachse Library to digitizing the Sachse Sentinel.

Installed 2 Texas State Historical Markers.

Restored the 1938 Allis-Chalmers Tractor.

Published 2 books entitled: Sachse Remembered and City of Sachse, The Beginning Years 1886 - 1996

EXHIBIT G

CONSTRUCTION SITE

The photo below is a photo of the East side of the Sachse Historical Museum building with the Sachse Cemetery on the left. This is the site on which the 8' X 12' barn style storage building will be built. The building will be about 5 inches above ground. There is a 7 ft. set back line that runs parallel to the cemetery fence and construction would not cross this line. There would be a space of 4 ft. between the Museum and storage building. The yard in front of the storage building and side yard between buildings would be covered with pea gravel to extend the farm machinery display space from the west side of the Museum. A concrete sidewalk would extend from the sidewalk in the photo to the double doorway of the storage building. The bricks in the photo will be used to fill in with a herringbone pattern between the Sachse fence and the present sidewalk. These bricks came from the Sachse home on Railroad Street. The remaining debris will be discarded before construction begins.

EXHIBIT H

Pictured below is the wall to be removed between the current artifacts display room and meeting room. Removal of this wall adds 176 sq. ft. to the current display space of 336 sq. ft. and provides a more open environment. This is a non-load bearing wall with 4 electrical outlets to be eliminated and an air condition control switch to be relocated. The light witch for the meeting room would be eliminated and all ceiling lights would work off of the switch at the front entrance door. Lighting fixture arrangement would not be changed at this time.

EXHIBIT I

Pictured below is a group of Cub Scouts in the old cell. Several Cub Scout Troops tour the Museum each year and the highlight of their trip is to be locked up in jail. The Museum building was originally built around 1982 to be used as the Sachse Police Department. It was constructed with volunteer labor and donated materials. Two holding cells were constructed to hold prisoners until they could be transferred to the Dallas County jail. When the Police Department moved to its new quarters on Sachse Road (present day Senior Activities Center) the bed and combination toilet/wash basin was removed and put in storage at the Public Works facility. The cell is presently used as a storage room. The Museum Improvements Project proposes to relocate all materials stored in this cell, reinstall the toilet/wash basin, reconstruct the bed and restore this cell to its original appearance. Photos of the Police Chiefs and Police Department will be installed.

EXHIBIT J

SACHSE FENCE

The photo below is a photo of 5 sections of the fence that was in the front of William and Martha Sachse's home near the corner of Fourth Street and Railroad Street. When the Sachse home was torn down this fence and other articles were sold at auction. Sachse resident John Strachner bought the fence and held on to it for several years. After Mr. Strachner died, his widow, Marie Strachner donated it to the Sachse Historical Society in 1989. Joe Stone held onto it for the Society until about 2008 when it was brought to the Museum and left in outside storage. The SHS Board of Directors as discussed ideas on what to do with this fence on many occasions. However, the Board has never arrived at an acceptable decision until the idea of building the storage building was agreed on. All agreed that to put the fence along the sidewalk in front of the storage building would be the perfect place. Board Member, Doug Smith has taken the fence to his shop where it will be dismantled, straightened, reconstructed, painted and returned to the site for installation.

EXHIBIT K

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Home > Reception Furniture > Display Case 50" W x 80" H with Mirror Back

Email Page Print Page

Zoom More Views
Available Colors View Larger Swatches
Finish

$1,595

Item No: 31258
List Price $2,991

Availability:
This item is in Stock and ships within 5 days.

Delivery Information

Average Customer Rating:
3 out of 5
Read 1 review Write a review
Share this product:

PRODUCT SNAPSHOT:
Dimensions: 50"W x 22"D x 80"H
Weight: 303 lbs.
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Brand: Howard Miller
Townsend Collection
More Views

FREE DELIVERY LIFETIME GUARANTEE

Color/Finish
Windsor Cherry

Quantity 1

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When will I receive this item?

Product Description

Elegant way to promote your company's products and history. Display awards, plaques, trophies and mementos – anything you treasure and want guests and clients to see. Townsend case boasts hardwood construction with leaf molding on pediment and reeded columns at the sides. A handsome addition to conference room or reception area. Four floor levelers ensure stability.

Lighted display case offers unobstructed view from most angles – glass on front and sides and glass shelves plus glass-mirrored back reflects contents. Adjustable power receptacle cord to light individual items.

Sliding glass front door provides easy access without intruding on floor space.
Sliding door has side lock for security. 3/8" thick adjustable shelves are grooved to keep stand-up items from slipping – extra deep shelves accommodate larger sizes. Ships fully assembled.

Dimensions: 50"W x 22"D x 80"H

Weight: 303 lbs.
Lifetime Guarantee

Carton Dimensions: 23.6"W x 52.1"D x 85.3"H

BACK TO TOP

Delivery Information

This item includes free inside delivery!
This item ships in 1 carton.
Allow 1-2 weeks for delivery.

This product ships via tailgate truck and includes free inside delivery. Additional charges may apply for stairs or extra delivery services. Please call us at 800-558-1010 or type a message in the shipping instructions/order comments area during checkout if you require additional delivery services.

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More Views

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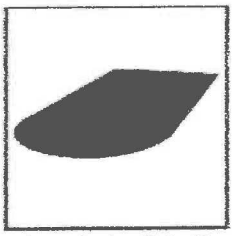

Super Soaker Mat with Single Fan Design
$109.00

Display Case 50" Wide x 80" High with Mirror Back
$1,449.00

Large Display Case
$3,849.00

$679.00

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

Legislation Details (With Text)

File #:	14-2449	**Version:** 1	**Name:**	Annual Investment Policy Review
Type:	Agenda Item		**Status:**	Agenda Ready
File created:	9/29/2014		**In control:**	City Council
On agenda:	10/6/2014		**Final action:**	

Title: Consider a resolution of the City Council of the City of Sachse, Texas, adopting the City of Sachse, Sachse Economic Development Corporation, and President George Bush Turnpike Reinvestment Zone Tax Increment Investment Policy("Sachse Investment Policy") attached hereto as Exhibit "A"; declaring that the City Council has completed its review of the Investment Policy and investment strategies of the City and that Exhibit "A" records any changes to either the Investment Policy or investment strategies; providing a repealing clause; providing a severability clause; and providing for an effective date.

Executive Summary
To ensure that the City's policy document is in conformance with the Public Funds Investment Act, City policy and to provide a viable framework for the City to utilize in structuring an effective investment policy, it is required that the Investment Policy of the City of Sachse be reviewed and approved by City Council on an annual basis.

Sponsors:

Indexes:

Code sections:

Attachments: 10.01.2014 to 09.30.15 Investment Policy w markup 10.06.14.pdf
Explanation of Changes 2014 Inv Policy.pdf
51SACHSE Resolution Approving Investment Policy 2014.pdf

Date	Ver.	Action By	Action	Result

Title
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Executive Summary
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Background
The City's current Investment Policies were last reviewed, revised and approved in November

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2013. In accordance with the Public Funds Investment Act (PFIA), the City's investment policies are to be reviewed on an annual basis and the City Council must approve any modifications made thereto. The purpose of this agenda item is to present staff recommendations for changes to policy and to comply with the annual review provision of the PFIA whereby each entity shall adopt a resolution annually attesting to an annual review.

Government Treasurers' Organization of Texas (GTOT) certified the Sachse Investment Policy on 02/04/14 with recommendations. The GTOT recommendations are incorporated in this review:

Reference specific PFIA 2256.016 where relevant

Section VII. Authorized Broker/Dealers. Omit unnecessary language.

Section VIII. Investment Strategy. Assign appropriate performance benchmark by investment strategy.

Section IX.D and IX.E. Mutual Funds and Investment Pools. Section changed to reflect PFIA 2256.016 exact language

Section XIII. Collateralization. Language added to state that securities are held in Sachse's name

Policy Considerations
The recommended policy for adoption is in compliance with the Public Funds Investment Act (PFIA).

Budgetary Considerations
None

Staff Recommendations
Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, adopting the City of Sachse, Sachse Economic Development Corporation, and President George Bush Turnpike Reinvestment Zone Tax Increment Fund Investment Policy("Sachse Investment Policy") attached hereto as Exhibit "A"; declaring that the City Council has completed its review of the Investment Policy and investment strategies of the City and that Exhibit "A" records any changes to either the Investment Policy or investment strategies; providing a repealing clause; providing a severability clause; and providing for an effective date as a consent agenda item.

CITY OF SACHSE
SACHSE ECONOMIC DEVELOPMENT CORPORATION
PRESIDENT GEORGE BUSH TURNPIKE REINVESTMENT ZONE TAX INCREMENT FUND
INVESTMENT POLICY

I. Policy

Throughout this Investment Policy, the City of Sachse, Sachse Economic Development Corporation, and President George Bush Turnpike Reinvestment Zone Tax Increment Fund shall be singularly referred to as "ENTITY" and collectively referred to as "SACHSE."

It is the policy of SACHSE to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of SACHSE and conforming to the Public Funds Investment Act ("PFIA"), Chapter 2256 of the Texas Government Code, and all other State and local statutes governing the investment of public funds.

II. Scope

This Investment Policy applies to all funds or financial resources available for investment under SACHSE's financial control and accounted for in the City of Sachse's Comprehensive Annual Financial Report (CAFR) which includes the General Fund, Debt Service Fund, Special Revenue Fund, Capital Projects Fund, Water and Sewer Enterprise Fund, Sachse Economic Development Corporation Fund, President George Bush Turnpike Reinvestment Zone Tax Increment Fund, and any new fund created by SACHSE unless specifically exempt.

To maximize the effective investment of assets, all funds may pool their cash balances for investment purposes. The income derived from investing activities will be distributed to the various funds based on calculation of their average balances.

III. Prudence

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by Investment Officers shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment Officers, acting in accordance with written procedures and the Investment Policy and exercising due diligence, shall be relieved of personal responsibility for an individual investment's credit risk or market price changes, provided deviation from expectations are reported immediately upon knowledge of the deviation and appropriate action is taken to control adverse developments.

IV. Objective

The primary objectives, in priority order, of SACHSE investment activities shall be:

A. **Safety:** Safety of principal is the foremost objective of the investment program. Investments of SACHSE shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

B. **Liquidity:** The SACHSE investment portfolio will remain sufficiently liquid to enable SACHSE to meet all operating requirements which might be reasonably anticipated.

C. **Public Trust:** Investment Officers shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction that might impair public confidence in SACHSE's ability to govern effectively.

D. **Return on Investments:** SACHSE's investment portfolio shall be designed with the objective of attaining a rate of return throughout budgetary and economic cycles, commensurate with SACHSE's investment risk constraints and the cash flow characteristics of the portfolio.

V. Delegation of Authority

Management responsibility for the investment program is hereby delegated to the Director of Finance and the Finance Manager of the City of Sachse (the "Investment Officers"). The Director of Finance shall establish written procedures for the operation of the investment program consistent with this Investment Policy. Procedures should include reference to: safekeeping, repurchase agreements, wire transfer agreements, banking service contracts, and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this Investment Policy and the procedures established by the Director of Finance. The Investment Officers shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinates.

VI. Ethics and Conflicts of Interest

Investment Officers involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Investment Officers shall disclose to SACHSE any material financial interest in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of SACHSE, particularly with regard to the time of purchases and sales.

Investment Officers involved in the investment process shall adhere to the business relationship and other disclosure requirements as described in the PFIA 2256.005(i) by filing statements with the Texas Ethics Commission and each ENTITY's governing body.

VII. Authorized Broker/Dealers

The list of authorized broker/dealers shall be annually approved by the City Council (Appendix A). These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule).

~~A.~~All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Investment Officer with the following: audited financial statements, proof of Financial Industry Regulatory Authority (FINRA) certification, trading resolution, and/or proof of State registration, as applicable.

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~~B. Requirement and Selection of all Investment Providers:~~

It is at the discretion of the Investment Officer as to which authorized broker/dealer shall be used for any buy/sell transactions.

VIII. Investment Strategy

SACHSE's basic investment strategy for all financial assets is to preserve principal. In order to achieve that objective, SACHSE restricts the authorized investment instruments to those with suitable and limited credit and market risk. In order to make effective use of SACHSE's resources, all monies may be pooled into one portfolio, if practical, except for those monies required to be accounted for in other accounts as stipulated by applicable laws, bond covenants, ordinances, contracts, agreements, or other policies.

The objective of liquidity stems from the need of SACHSE to maintain available cash balances sufficient to cover financial outlays. Since the timing and amount of some financial disbursements are not predictable, fund-type strategies shall adjust for the uncertainty of projected cash flows.

Investment marketability will be maintained based on the fund-type strategies to sufficiently and reasonably assure that investments could be liquidated prior to the maturity, if cash needs dictate.

Whenever practical or appropriate, it is the policy of SACHSE to diversity its investment portfolio. Assets held in the investment portfolio may be diversified to minimize the risk of loss resulting from concentration of assets in a specific maturity, a specific issuer, or a specific class of investment.

SACHSE funds shall seek to achieve a competitive yield appropriate for each strategy. Yield objectives shall at all times be subordinate to the objectives of safety and liquidity. Tax-exempt debt proceeds shall be invested to maximize the interest earnings retained by SACHSE, while at the same time fully complying with all applicable State laws and federal regulations, including the arbitrage rebate regulations. A competitive yield environment shall be achieved by soliciting quotes from multiple investment providers, monitoring comparable investment alternatives, and reviewing general market conditions.

The overall investment strategy of SACHSE is based on the premise that a certain amount of SACHSE's funds will be needed to pay current year expenditures or for projects that are to be

complete within a specific time frame. Remaining funds are considered to be reserves and, barring any unforeseen emergencies or events beyond SACHSE's control, it is considered that these funds may be invested, within the maturity limits of this Policy, in an advantageous position on the yield curve. It is understood that investments in longer term instruments are sensitive to changes in interest rates and other market conditions; however, it is SACHSE's belief that such investments may be held to maturity if necessary.

SACHSE may maintain one portfolio in which all funds under its control are pooled for investment purposes. Within the pooled portfolio are fund components, each having an investment strategy as described below:

A. Governmental Funds – the funds through which most governmental functions are financed and the primary operating funds of SACHSE. The investment strategy must allow for the investment of anticipated cash flows to meet the anticipated expenditures of the following funds:

1. General Fund
2. Debt Service Fund
3. Special Revenue Fund
4. Capital Projects Fund
5. Sachse Economic Development Corporation Fund
6. President George Bush Reinvestment Zone Tax Increment Fund

The yield of an equally weighted, rolling three-month Treasury Bill portfolio will be the minimum yield objective.

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B. Proprietary Funds - the funds used in SACHSE's business-type activities or Enterprise activities financed primarily by user charges and fees. The strategy for these funds is to time investment maturities to anticipated cash requirements. The projects may require investments with short to intermediate maturities.

The yield of an equally weighted, rolling six-month Treasury Bill portfolio will be the minimum yield objective.

C The Debt Service and Interest/Sinking Funds should consist of short-term investments, whose maturities meet the scheduled debt service payments. Reserves may be invested in longer-term investments.

The yield of an equally weighted, rolling three-month Treasury Bill portfolio will be the minimum yield objective.

D. Special Revenue Fund and other Non-operating Funds investments should be in short-term instruments with maturities laddered to meet projected cash needs. Reserves are idle funds that may be invested in intermediate to long-term investments after analysis of future plans for use of the funds.

The yield of an equally weighted, rolling six-month Treasury Bill portfolio will be the minimum yield objective.

IX. Authorized & Suitable Investments

SACHSE is empowered by statute to invest in the following:

A. Obligations of, or guaranteed by, governmental entities:

1. obligations of the United States or its agencies and instrumentalities;

2. direct obligations of this State or its agencies and instrumentalities;

3. other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of this State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; and

4. obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.

B. Financial Institution Deposits: A financial institution deposit is an authorized investment under this Policy if the deposit is with a state or national bank, a savings and loan association, or credit union that is:

1. guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, or the National Credit Union Share Insurance Fund, or its successor;

2. secured by obligations that are described in Section XII Collateralization; and

3. executed through a depository institution or broker that has its main office or a branch office in Texas and meets the requirements of the PFIA.

C. Repurchase Agreements:

1. A fully collateralized repurchase agreement is an authorized investment if the repurchase agreement:

   (a) has a defined termination date;

   (b) is secured by cash or obligations described by Section IX.A1;

   (c) requires the cash or securities being purchased by SACHSE to be delivered versus payment to SACHSE, held in SACHSE's account with a third party selected and approved by SACHSE; and

   (d) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this State.

2. "Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date, obligations described by Section IX.A1 at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed.

D. Mutual Funds:

1. A no-load money market mutual fund is an authorized investment under this Policy if the mutual fund:

   (a) is registered with and regulated by the Securities and Exchange Commission;

   (b) provides SACHSE with a prospectus and other information as required by the ~~PFIA~~ Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.) ~~and federal regulations~~;

   ~~(b)~~(c)) has a dollar-weighted average stated maturity of 90 days or fewer;

   ~~(c)~~(d) includes in its investment objectives the maintenance of a stable net asset value of $1 for each share; and

   ~~(d)~~(e) is continuously rated no lower than AAAm or at an equivalent rating by one nationally recognized rating service.

2. SACHSE is not authorized by this section to invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund in an amount that exceeds 10 percent of the total assets of the mutual fund.

E. Investment Pools:

1. SACHSE may invest its funds and funds under its control through an eligible investment pool if each ENTITY's governing body by rule, order, ordinance, or resolution, as appropriate, authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by the PFIA 2256.016.

2. To be eligible to receive funds from and invest funds on behalf of an entity under the PFIA 2256.016, an investment pool must furnish to the Investment Officers or other authorized representative of the entity an offering circular or other similar disclosure instrument that contains at a minimum, the following information:

   (a) the types of investments in which money is allowed to be invested;

   (b) the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;

(c) the maximum stated maturity date any investment security within the portfolio has;

(d) the objectives of the pool;

(e) the size of the pool;

(f) the names of the members of the advisory board of the pool and the dates their terms expire;

(g) the custodian bank that will safekeep the pool's assets;

(h) whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;

(i) whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;

(j) the name and address of the independent auditor of the pool;

(k) the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool; and

(l) the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

3. To maintain eligibility to receive funds from and invest funds on behalf of an entity under the PFIA 2256.016, at a minimum an investment pool must furnish to the Investment Officer or other authorized representative of the entity:

(a) investment transaction confirmations; and

(b) a monthly report that contains, as a minimum, the following information:

(1) the types and percentage breakdown of securities in which the pool is invested;

(2) the current average dollar-weighted maturity, based on the stated maturity date, of the pool;

(3) the current percentage of the pool's portfolio in investments that have stated maturities of more than one year;

(4) the book value versus the market value of the pool's portfolio, using amortized cost valuation;

(5) the size of the pool;

(6) the number of participants in the pool;

(7) the custodian bank that is safekeeping the assets in the pool;

(8) a listing of daily transaction activity of the entity participating in the pool;

(9) the yield and expense ratio of the pool;

(10) the portfolio managers of the pool; and

(11) any changes or addenda to the offering circular.

4. SACHSE, by contract, may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

5. Investment Pool "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the Federal Securities and Exchange Commission.

6. A public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily and, to the extent reasonably possible, stabilize at a $1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between 0.995 and 1.005.

7. An Investment pool must have an advisory board composed:

   (a) Equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for pools created under Chapter 791 Texas State Code and managed by a state agency; or

   (b) of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

8. A public funds investment pool must be continuously rated no lower than AAA or AAAm or at an equivalent rating by one nationally recognized rating service.

9. If the investment pool operates an Internet website, the information in a disclosure instrument or report described in Subsections (b), (c)(2), and (f) must be posted on the website.

10. To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must make available to the entity an annual audited financial statement of the investment pool in which the entity has funds invested.

11. If an investment pool offers fee breakpoints based on fund balances invested, the investment pool in advertising investment rates must include either all levels of return based on the breakpoints provided or state the lowest possible level of return based on the smallest level of funds invested.

X. Unauthorized Investments

The following are not authorized investments under this section:

A. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

B. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest; and

C. Collateralized mortgage obligations.

Any Authorized & Suitable Investment that requires a minimum rating does not qualify during the period the investment does not have the minimum rating. SACHSE shall take all prudent measures that are consistent with this Policy to liquidate an investment that does not have the minimum rating. Additionally, SACHSE is not required to liquidate investments that were authorized at the time of purchase.

XI. Depository

In compliance with State legislation, a primary Depository shall be selected through SACHSE'S banking services procurement process, which shall include a formal request for application (RFA). In selecting a depository the Director of Finance shall conduct a review of prospective depository's credit characteristics and financial history.

No public deposit shall be made except in a qualified public depository as established by State laws.

XII. Collateralization

Collateralization will be required on two types of investments: financial institution deposits (in amounts exceeding F.D.I.C. insurance coverage) and repurchase agreements. With the exception of Letters of Credit issued for 100% of amount, the minimum collateralization level will be 102% of market value of principal and accrued interest, less F.D.I.C. insurance when applicable.

SACHSE chooses to limit collateral (including letters of credit) to the obligations of, or guaranteed by, governmental entities as outlined in Section IX.A.

All financial institution deposits shall be insured or collateralized in compliance with applicable State law. SACHSE reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards depository deposits. Financial institutions serving as depositories will be required to sign a depository agreement with SACHSE. The collateralized deposit portion of the agreement shall define SACHSE's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

The agreement must be in writing;

The agreement has to be executed by the Depository and SACHSE contemporaneously with the acquisition of the asset;

The agreement must be approved by the Board of Directors or designated committee of the Depository and a copy of the meeting minutes must be delivered to SACHSE; and

The agreement must be part of the Depository's "official record" continuously since its execution.

Securities pledged as collateral shall be held by an independent third party with whom SACHSE has a custodial agreement. The agreement is to specify the acceptable investment securities as collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities at default, and the method of valuation of securities.

XIII. Safekeeping and Custody

All security transactions, including collateral for repurchase agreements, entered into by SACHSE shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held in an account in SACHSE's name by a third party safekeeping agent/custodian designated by the Investment Officers and evidenced by safekeeping receipts.

XIV. Electronic Fund Transfer

SACHSE may use electronic means to transfer or invest all funds collected or controlled by the local government.

XV. Diversification

SACHSE will diversify its investments by types, maturity dates, and/or institutions, as appropriate.

XVI. Maximum Maturities and Weighted Average Maturity

To the extent possible, SACHSE will attempt to match its anticipated cash flow requirements with maturing investments. SACHSE will not directly invest in instruments maturing more than 2 years from the date of purchase, with the maximum weighted average maturity for the total

portfolio to not exceed twelve months. However, SACHSE may collateralize its repurchase agreements using longer-dated investments not to exceed 5 years to maturity.

Reserve funds may be invested in instruments up to and including 5 years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

XVII. Internal Control

The Director of Finance shall establish an annual process of independent review by an external auditor in conjunction with the annual audit. This review will provide internal control by assuring compliance with policies and procedures.

XVIII. Performance Standards

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs. "Weighted Average Yield to Maturity" shall be the standard for calculating portfolio rate of return.

XIX. Reporting

A. The Investment Officers shall prepare and submit quarterly a written report of investment transactions for all funds covered by this Investment Policy for the preceding reporting period.

B. The report must include the following:

1. describe in detail the investment position of SACHSE on the date of the report;

2. be prepared jointly by all Investment Officers of SACHSE;

3. be signed by each Investment Officer of SACHSE;

4. contain a summary statement of each pooled fund group that states the:

   (a) beginning market value for the reporting period;

   (b) ending market value for the period; and

   (c) fully accrued interest for the period.

5. state the book value and market value of each separately invested asset at the beginning and end of the reporting period by type of asset and fund type invested;

6. state the maturity date of each separately invested asset that has a maturity date;

7. state the account or fund or pooled group fund in the local government for which each individual investment was acquired; and

8. state the compliance of the Investment Portfolio of the local government as it relates to:

   (a) the Investment Strategy expressed in SACHSE's Investment Policy; and

   (b) relevant provisions of the PFIA.

C. The report shall be presented not less than quarterly to each ENTITY's governing body within a reasonable time after the end of the period.

D. The market values and credit ratings presented in all portfolio reports shall be accurate and reliable estimates of the investment's true value and risk. Market value and credit rating sources may include, but are not limited to, rating agency reports, newspapers, financial websites, custodian reports, broker/dealer reports, and investment advisor research.

XX. Investment Policy Adoption

SACHSE's Investment Policy shall be adopted by resolution of each ENTITY's governing body. This Policy shall be reviewed annually and any modifications made thereto must be approved by each ENTITY's governing body. Each ENTITY's governing body shall adopt a written instrument attesting to each annual review.

XXI. Auditor

As part of the annual audit, the independent auditor must formally review the quarterly investment reports to comply with the PFIA and report the results of that review to each ENTITY's governing body.

XXII. Training

In order to ensure qualified and capable investment management, the Investment Officers, their designated subordinates, Treasurer, and Chief Financial Officer of SACHSE shall attend training that includes education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and PFIA compliance. SACHSE approves the Government Finance Officers' Association, Government Finance Officers' Association of Texas, Government Treasurers' Organization of Texas, North Central Texas Council of Governments, Texas City Managers Association, Texas Municipal League, and University of North Texas as independent sources of training.

Each individual shall attend a training session containing at least 10 hours of instruction within twelve months of assuming investment-related responsibilities; and shall then receive not less than 10 hours of investment-related instruction within each subsequent two-year period aligned with SACHSE's fiscal year end.

XXIII. Donated Investments

This Policy does not apply to an investment donated to SACHSE for a particular purpose or under terms of use specified by the donor.

XXIV. Investment Policy Certification

The qualified representative of any business organization (including but not limited to: investment pool, financial institution, broker/dealer) offering to engage in an investment transaction must execute a written instrument substantially to the effect that the business organization has received and reviewed the Investment Policy and that the business organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the organization and SACHSE.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas this 64th day of ~~November~~October, 201~~3~~4.

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_____
Mayor
City of Sachse, Texas

ATTEST:

_____
City Secretary
City of Sachse, Texas

Acknowledged by the Sachse Economic Development Corporation**,** Texas this _____ day of _____, 201~~3~~4.

_____
President
Sachse Economic Development Corporation

ATTEST:

_____
Executive Director
Sachse Economic Development Corporation

Acknowledged by the President George Bush Turnpike Reinvestment Zone Tax Increment Fund, Texas this _____ day of _____, 2014~~3~~.

_____
President
President George Bush Turnpike Reinvestment Zone Tax Increment Fund

ATTEST:

_____
Board Secretary
President George Bush Turnpike Reinvestment Zone Tax Increment Fund

Appendix A
Authorized Broker/Dealer Firms

Cantor Fitzgerald
Coastal Securities
Raymond James
Rice Financial
UBS

City of Sachse

Sachse Economic Development Corporation

President George Bush Turnpike Reinvestment Zone Tax Increment Fund

Investment Policy 2014

Explanation of Changes

Government Treasurers' Organization of Texas (GTOT) certified the City of Sachse Investment Policy on February 4, 2014 for developing an investment policy that meets the requirements of the Public Funds Investment Act and the standards for prudent public investing established by GTOT. The recommended GTOT suggestions are incorporated in this review.

All Sections

Reference specific PFIA 2256.016 where relevant.

Section VII. Authorized Broker/Dealers

Omit unnecessary language.

Section VIII. Investment Strategy

Assign appropriate performance benchmark by investment strategy.

Section IX.D Mutual Funds and IX.E Investment Pools

Reflect exact language from PFIA 2256.016 for Mutual Funds and Investment Pools.

Section XIII. Collateralization

State that securities are held in Sachse's name.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, ADOPTING THE CITY OF SACHSE, SACHSE ECONOMIC DEVELOPMENT CORPORATION, AND PRESIDENT GEORGE BUSH TURNPIKE REINVESTMENT ZONE TAX INCREMENT FUND INVESTMENT POLICY ("SACHSE INVESTMENT POLICY") ATTACHED HERETO AS EXHIBIT "A"; DECLARING THAT THE CITY COUNCIL HAS COMPLETED ITS REVIEW OF THE INVESTMENT POLICY AND INVESTMENT STRATEGIES OF THE CITY AND THAT EXHIBIT "A" RECORDS ANY CHANGES TO EITHER THE INVESTMENT POLICY OR INVESTMENT STRATEGIES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the Public Funds Investment Act, Chapter 2256, TEX. GOV'T CODE, the City Council of the City of Sachse, Texas by resolution adopted an investment policy; and

WHEREAS, Section 2256.005, Tex. Gov't Code requires the City Council to review the investment policies and investment strategies not less than annually and to adopt a resolution or order stating the review has been completed and recording any changes made to either the investment policies or investment strategies.

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

SECTION 1. The Sachse Investment Policy, attached hereto as Exhibit "A" be and the same is hereby adopted and shall govern the investment policies and investment strategies for the City, and shall define the authority of the investment official of the City from and after the effective date of this Resolution.

SECTION 2. That the City Council of the City of Sachse has completed its review of the investment policies and investment strategies and any changes made to either the investment policies or investment strategies are recorded in Exhibit "A" hereto.

SECTION 3. That all provisions of the Resolutions of the City of Sachse, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions of the Resolutions of the City not in conflict with the provisions of this resolution shall remain in full force and effect.

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

SECTION 5. That this Resolution shall become effective immediately from and after its passage.

SECTION 6. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the _____ day of _____, 2014.

CITY OF SACHSE, TEXAS

_____

Mike Felix, Mayor

ATTEST:

_____

Terry Smith, City Secretary

Exhibit "A"

CITY OF SACHSE
SACHSE ECONOMIC DEVELOPMENT CORPORATION
PRESIDENT GEORGE BUSH TURNPIKE REINVESTMENT ZONE TAX INCREMENT FUND
INVESTMENT POLICY

I. Policy

Throughout this Investment Policy, the City of Sachse, Sachse Economic Development Corporation, and President George Bush Turnpike Reinvestment Zone Tax Increment Fund shall be singularly referred to as "ENTITY" and collectively referred to as "SACHSE."

It is the policy of SACHSE to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of SACHSE and conforming to the Public Funds Investment Act ("PFIA"), Chapter 2256 of the Texas Government Code, and all other State and local statutes governing the investment of public funds.

II. Scope

This Investment Policy applies to all funds or financial resources available for investment under SACHSE's financial control and accounted for in the City of Sachse's Comprehensive Annual Financial Report (CAFR) which includes the General Fund, Debt Service Fund, Special Revenue Fund, Capital Projects Fund, Water and Sewer Enterprise Fund, Sachse Economic Development Corporation Fund, President George Bush Turnpike Reinvestment Zone Tax Increment Fund, and any new fund created by SACHSE unless specifically exempt.

To maximize the effective investment of assets, all funds may pool their cash balances for investment purposes. The income derived from investing activities will be distributed to the various funds based on calculation of their average balances.

III. Prudence

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by Investment Officers shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment Officers, acting in accordance with written procedures and the Investment Policy and exercising due diligence, shall be relieved of personal responsibility for an individual investment's credit risk or market price changes, provided deviation from

expectations are reported immediately upon knowledge of the deviation and appropriate action is taken to control adverse developments.

IV. Objective

The primary objectives, in priority order, of SACHSE investment activities shall be:

A. **Safety:** Safety of principal is the foremost objective of the investment program. Investments of SACHSE shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

B. **Liquidity:** The SACHSE investment portfolio will remain sufficiently liquid to enable SACHSE to meet all operating requirements which might be reasonably anticipated.

C. **Public Trust:** Investment Officers shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction that might impair public confidence in SACHSE's ability to govern effectively.

D. **Return on Investments:** SACHSE's investment portfolio shall be designed with the objective of attaining a rate of return throughout budgetary and economic cycles, commensurate with SACHSE's investment risk constraints and the cash flow characteristics of the portfolio.

V. Delegation of Authority

Management responsibility for the investment program is hereby delegated to the Director of Finance and the Finance Manager of the City of Sachse (the "Investment Officers"). The Director of Finance shall establish written procedures for the operation of the investment program consistent with this Investment Policy. Procedures should include reference to: safekeeping, repurchase agreements, wire transfer agreements, banking service contracts, and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this Investment Policy and the procedures established by the Director of Finance. The Investment Officers shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinates.

VI. Ethics and Conflicts of Interest

Investment Officers involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Investment Officers shall disclose to SACHSE any material financial interest in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large

personal financial/investment positions that could be related to the performance of SACHSE, particularly with regard to the time of purchases and sales.

Investment Officers involved in the investment process shall adhere to the business relationship and other disclosure requirements as described in the PFIA 2256.005(i) by filing statements with the Texas Ethics Commission and each ENTITY's governing body.

VII. Authorized Broker/Dealers

The list of authorized broker/dealers shall be annually approved by the City Council (Appendix A). These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Investment Officer with the following: audited financial statements, proof of Financial Industry Regulatory Authority (FINRA) certification, trading resolution, and/or proof of State registration, as applicable.

It is at the discretion of the Investment Officer as to which authorized broker/dealer shall be used for any buy/sell transactions.

VIII. Investment Strategy

SACHSE's basic investment strategy for all financial assets is to preserve principal. In order to achieve that objective, SACHSE restricts the authorized investment instruments to those with suitable and limited credit and market risk. In order to make effective use of SACHSE's resources, all monies may be pooled into one portfolio, if practical, except for those monies required to be accounted for in other accounts as stipulated by applicable laws, bond covenants, ordinances, contracts, agreements, or other policies.

The objective of liquidity stems from the need of SACHSE to maintain available cash balances sufficient to cover financial outlays. Since the timing and amount of some financial disbursements are not predictable, fund-type strategies shall adjust for the uncertainty of projected cash flows.

Investment marketability will be maintained based on the fund-type strategies to sufficiently and reasonably assure that investments could be liquidated prior to the maturity, if cash needs dictate.

Whenever practical or appropriate, it is the policy of SACHSE to diversity its investment portfolio. Assets held in the investment portfolio may be diversified to minimize the risk of loss resulting from concentration of assets in a specific maturity, a specific issuer, or a specific class of investment.

SACHSE funds shall seek to achieve a competitive yield appropriate for each strategy. Yield objectives shall at all times be subordinate to the objectives of safety and liquidity. Tax-exempt debt proceeds shall be invested to maximize the interest earnings retained by SACHSE, while at the same time fully complying with all applicable State laws and federal regulations, including the arbitrage rebate regulations. A competitive yield environment shall be achieved by soliciting quotes from multiple investment providers, monitoring comparable investment alternatives, and reviewing general market conditions.

The overall investment strategy of SACHSE is based on the premise that a certain amount of SACHSE's funds will be needed to pay current year expenditures or for projects that are to be complete within a specific time frame. Remaining funds are considered to be reserves and, barring any unforeseen emergencies or events beyond SACHSE's control, it is considered that these funds may be invested, within the maturity limits of this Policy, in an advantageous position on the yield curve. It is understood that investments in longer term instruments are sensitive to changes in interest rates and other market conditions; however, it is SACHSE's belief that such investments may be held to maturity if necessary.

SACHSE may maintain one portfolio in which all funds under its control are pooled for investment purposes. Within the pooled portfolio are fund components, each having an investment strategy as described below:

A. Governmental Funds – the funds through which most governmental functions are financed and the primary operating funds of SACHSE. The investment strategy must allow for the investment of anticipated cash flows to meet the anticipated expenditures of the following funds:

    1. General Fund
    2. Debt Service Fund
    3. Special Revenue Fund
    4. Capital Projects Fund
    5. Sachse Economic Development Corporation Fund
    6. President George Bush Reinvestment Zone Tax Increment Fund

    The yield of an equally weighted, rolling three-month Treasury Bill portfolio will be the minimum yield objective.

B. Proprietary Funds - the funds used in SACHSE's business-type activities or Enterprise activities financed primarily by user charges and fees. The strategy for these funds is to time investment maturities to anticipated cash requirements. The projects may require investments with short to intermediate maturities.

    The yield of an equally weighted, rolling six-month Treasury Bill portfolio will be the minimum yield objective.

C The Debt Service and Interest/Sinking Funds should consist of short-term investments, whose maturities meet the scheduled debt service payments. Reserves may be invested in longer-term investments.

The yield of an equally weighted, rolling three-month Treasury Bill portfolio will be the minimum yield objective.

D. Special Revenue Fund and other Non-operating Funds investments should be in short-term instruments with maturities laddered to meet projected cash needs. Reserves are idle funds that may be invested in intermediate to long-term investments after analysis of future plans for use of the funds.

The yield of an equally weighted, rolling six-month Treasury Bill portfolio will be the minimum yield objective.

IX. Authorized & Suitable Investments

SACHSE is empowered by statute to invest in the following:

A. Obligations of, or guaranteed by, governmental entities:

1. obligations of the United States or its agencies and instrumentalities;

2. direct obligations of this State or its agencies and instrumentalities;

3. other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of this State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; and

4. obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.

B. Financial Institution Deposits: A financial institution deposit is an authorized investment under this Policy if the deposit is with a state or national bank, a savings and loan association, or credit union that is:

1. guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, or the National Credit Union Share Insurance Fund, or its successor;

2. secured by obligations that are described in Section XII Collateralization; and

3. executed through a depository institution or broker that has its main office or a branch office in Texas and meets the requirements of the PFIA.

C. Repurchase Agreements:

1. A fully collateralized repurchase agreement is an authorized investment if the repurchase agreement:

   (a) has a defined termination date;

   (b) is secured by cash or obligations described by Section IX.A1;

   (c) requires the cash or securities being purchased by SACHSE to be delivered versus payment to SACHSE, held in SACHSE's account with a third party selected and approved by SACHSE; and

   (d) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this State.

2. "Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date, obligations described by Section IX.A1 at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed.

D. Mutual Funds:

1. A no-load money market mutual fund is an authorized investment under this Policy if the mutual fund:

   (a) is registered with and regulated by the Securities and Exchange Commission;

   (b) provides SACHSE with a prospectus and other information as required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.);

   (c) has a dollar-weighted average stated maturity of 90 days or fewer;

   (d) includes in its investment objectives the maintenance of a stable net asset value of $1 for each share; and

   (e) is continuously rated no lower than AAAm or at an equivalent rating by one nationally recognized rating service.

2. SACHSE is not authorized by this section to invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund in an amount that exceeds 10 percent of the total assets of the mutual fund.

E. Investment Pools:

1. SACHSE may invest its funds and funds under its control through an eligible investment pool if each ENTITY's governing body by rule, order, ordinance, or resolution, as appropriate, authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by the PFIA 2256.016.

2. To be eligible to receive funds from and invest funds on behalf of an entity under the PFIA 2256.016, an investment pool must furnish to the Investment Officers or other authorized representative of the entity an offering circular or other similar disclosure instrument that contains at a minimum, the following information:

   (a) the types of investments in which money is allowed to be invested;

   (b) the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;

   (c) the maximum stated maturity date any investment security within the portfolio has;

   (d) the objectives of the pool;

   (e) the size of the pool;

   (f) the names of the members of the advisory board of the pool and the dates their terms expire;

   (g) the custodian bank that will safekeep the pool's assets;

   (h) whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;

   (i) whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;

   (j) the name and address of the independent auditor of the pool;

(k) the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool; and

(l) the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

3. To maintain eligibility to receive funds from and invest funds on behalf of an entity under the PFIA 2256.016, at a minimum an investment pool must furnish to the Investment Officer or other authorized representative of the entity:

(a) investment transaction confirmations; and

(b) a monthly report that contains, as a minimum, the following information:

(1) the types and percentage breakdown of securities in which the pool is invested;

(2) the current average dollar-weighted maturity, based on the stated maturity date, of the pool;

(3) the current percentage of the pool's portfolio in investments that have stated maturities of more than one year;

(4) the book value versus the market value of the pool's portfolio, using amortized cost valuation;

(5) the size of the pool;

(6) the number of participants in the pool;

(7) the custodian bank that is safekeeping the assets in the pool;

(8) a listing of daily transaction activity of the entity participating in the pool;

(9) the yield and expense ratio of the pool;

(10) the portfolio managers of the pool; and

(11) any changes or addenda to the offering circular.

4. SACHSE, by contract, may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

5. Investment Pool "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the Federal Securities and Exchange Commission.

6. A public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily and, to the extent reasonably possible, stabilize at a $1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between 0.995 and 1.005.

7. An Investment pool must have an advisory board composed:

   (a) Equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for pools created under Chapter 791 Texas State Code and managed by a state agency; or

   (b) of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

8. A public funds investment pool must be continuously rated no lower than AAA or AAAm or at an equivalent rating by one nationally recognized rating service.

9. If the investment pool operates an Internet website, the information in a disclosure instrument or report described in Subsections (b), (c)(2), and (f) must be posted on the website.

10. To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must make available to the entity an annual audited financial statement of the investment pool in which the entity has funds invested.

11. If an investment pool offers fee breakpoints based on fund balances invested, the investment pool in advertising investment rates must include either all levels of return based on the breakpoints provided or state the lowest possible level of return based on the smallest level of funds invested.

X. Unauthorized Investments

The following are not authorized investments under this section:

A. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

B. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest; and

C. Collateralized mortgage obligations.

Any Authorized & Suitable Investment that requires a minimum rating does not qualify during the period the investment does not have the minimum rating. SACHSE shall take all prudent measures that are consistent with this Policy to liquidate an investment that does not have the minimum rating. Additionally, SACHSE is not required to liquidate investments that were authorized at the time of purchase.

XI. Depository

In compliance with State legislation, a primary Depository shall be selected through SACHSE'S banking services procurement process, which shall include a formal request for application (RFA). In selecting a depository the Director of Finance shall conduct a review of prospective depository's credit characteristics and financial history.

No public deposit shall be made except in a qualified public depository as established by State laws.

XII. Collateralization

Collateralization will be required on two types of investments: financial institution deposits (in amounts exceeding F.D.I.C. insurance coverage) and repurchase agreements. With the exception of Letters of Credit issued for 100% of amount, the minimum collateralization level will be 102% of market value of principal and accrued interest, less F.D.I.C. insurance when applicable.

SACHSE chooses to limit collateral (including letters of credit) to the obligations of, or guaranteed by, governmental entities as outlined in Section IX.A.

All financial institution deposits shall be insured or collateralized in compliance with applicable State law. SACHSE reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards depository deposits. Financial institutions serving as depositories will be required to sign a depository agreement with SACHSE. The collateralized deposit portion of the agreement shall define SACHSE's rights to the collateral in case of default, bankruptcy, or closing and

shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The agreement must be in writing;
- The agreement has to be executed by the Depository and SACHSE contemporaneously with the acquisition of the asset;
- The agreement must be approved by the Board of Directors or designated committee of the Depository and a copy of the meeting minutes must be delivered to SACHSE; and
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Securities pledged as collateral shall be held by an independent third party with whom SACHSE has a custodial agreement. The agreement is to specify the acceptable investment securities as collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities at default, and the method of valuation of securities.

XIII. Safekeeping and Custody

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SACHSE may use electronic means to transfer or invest all funds collected or controlled by the local government.

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SACHSE will diversify its investments by types, maturity dates, and/or institutions, as appropriate.

XVI. Maximum Maturities and Weighted Average Maturity

To the extent possible, SACHSE will attempt to match its anticipated cash flow requirements with maturing investments. SACHSE will not directly invest in instruments maturing more than 2 years from the date of purchase, with the maximum weighted average maturity for the total portfolio to not exceed twelve months. However, SACHSE may collateralize its repurchase agreements using longer-dated investments not to exceed 5 years to maturity.

Reserve funds may be invested in instruments up to and including 5 years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

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The Director of Finance shall establish an annual process of independent review by an external auditor in conjunction with the annual audit. This review will provide internal control by assuring compliance with policies and procedures.

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The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs. "Weighted Average Yield to Maturity" shall be the standard for calculating portfolio rate of return.

XIX. Reporting

A. The Investment Officers shall prepare and submit quarterly a written report of investment transactions for all funds covered by this Investment Policy for the preceding reporting period.

B. The report must include the following:

1. describe in detail the investment position of SACHSE on the date of the report;

2. be prepared jointly by all Investment Officers of SACHSE;

3. be signed by each Investment Officer of SACHSE;

4. contain a summary statement of each pooled fund group that states the:

   (a) beginning market value for the reporting period;

   (b) ending market value for the period; and

   (c) fully accrued interest for the period.

5. state the book value and market value of each separately invested asset at the beginning and end of the reporting period by type of asset and fund type invested;

6. state the maturity date of each separately invested asset that has a maturity date;

7. state the account or fund or pooled group fund in the local government for which each individual investment was acquired; and

8. state the compliance of the Investment Portfolio of the local government as it relates to:

   (a) the Investment Strategy expressed in SACHSE's Investment Policy; and

   (b) relevant provisions of the PFIA.

C. The report shall be presented not less than quarterly to each ENTITY's governing body within a reasonable time after the end of the period.

D. The market values and credit ratings presented in all portfolio reports shall be accurate and reliable estimates of the investment's true value and risk. Market value and credit rating sources may include, but are not limited to, rating agency reports, newspapers, financial websites, custodian reports, broker/dealer reports, and investment advisor research.

XX. Investment Policy Adoption

SACHSE's Investment Policy shall be adopted by resolution of each ENTITY's governing body. This Policy shall be reviewed annually and any modifications made thereto must be approved by each ENTITY's governing body. Each ENTITY's governing body shall adopt a written instrument attesting to each annual review.

XXI. Auditor

As part of the annual audit, the independent auditor must formally review the quarterly investment reports to comply with the PFIA and report the results of that review to each ENTITY's governing body.

XXII. Training

In order to ensure qualified and capable investment management, the Investment Officers, their designated subordinates, Treasurer, and Chief Financial Officer of SACHSE shall attend training that includes education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and PFIA compliance. SACHSE approves the Government Finance Officers' Association, Government Finance Officers' Association of Texas, Government Treasurers' Organization of Texas, North Central Texas Council of Governments, Texas City

Managers Association, Texas Municipal League, and University of North Texas as independent sources of training.

Each individual shall attend a training session containing at least 10 hours of instruction within twelve months of assuming investment-related responsibilities; and shall then receive not less than 10 hours of investment-related instruction within each subsequent two-year period aligned with SACHSE's fiscal year end.

XXIII. Donated Investments

This Policy does not apply to an investment donated to SACHSE for a particular purpose or under terms of use specified by the donor.

XXIV. Investment Policy Certification

The qualified representative of any business organization (including but not limited to: investment pool, financial institution, broker/dealer) offering to engage in an investment transaction must execute a written instrument substantially to the effect that the business organization has received and reviewed the Investment Policy and that the business organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the organization and SACHSE.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas this 6th day of October, 2014.

_____
Mayor
City of Sachse, Texas

ATTEST:

_____
City Secretary
City of Sachse, Texas

Acknowledged by the Sachse Economic Development Corporation**,** Texas this _____ day of _____, 2014.

_____
President
Sachse Economic Development Corporation

ATTEST:

_____
Executive Director
Sachse Economic Development Corporation

Acknowledged by the President George Bush Turnpike Reinvestment Zone Tax Increment Fund**,** Texas this _____ day of _____, 2014.

_____

Chairman George Bush Turnpike Reinvestment Zone Tax Increment Fund

ATTEST:

_____
Vice-Chairman
President George Bush Turnpike Reinvestment Zone Tax Increment Fund

Appendix A
Authorized Broker/Dealer Firms

Cantor Fitzgerald
Coastal Securities
Raymond James
Rice Financial
UBS

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

Legislation Details (With Text)

File #:	14-2462	**Version:**	1	**Name:**	Sachse Friends of Parks and Recreation Firefighters Park project
Type:	Agenda Item			**Status:**	Agenda Ready
File created:	9/30/2014			**In control:**	City Council
On agenda:	10/6/2014			**Final action:**	

Title: Consider a request from the Friends of Sachse Parks and Recreation non-profit organization to construct a brick walkway at Firefighters Park to Honor and Remember the Sachse Volunteer Firefighters and the Ladies Auxiliary that supported them.

Executive Summary
The Friends of Sachse Parks and Recreation is a non-profit group that was recently organized to support the City of Sachse Parks and Recreation Department in providing programs and facilities to promote the social, cultural and recreational well-being of all residents of the City of Sachse. They are here tonight requesting to construct a brick walkway honoring the Sachse Volunteer Firefighters and the Ladies Auxiliary that supported them. The Sachse Parks and Recreation Board approved unanimously at the September 11, 2014, meeting to recommend to City Council to approve The Friends of Sachse Parks and Recreation brick walkway, which is to be located at the newly constructed Firefighters Park. The Friends of Sachse Parks group is here tonight requesting approval from City Council allowing them to construct a brick walkway at Firefighters Park.

Sponsors:

Indexes:

Code sections:

Attachments: Firefighter brochure v1 3
Adopt-A-Fireman Layour
Friends_of_Sachse_Parks_and_Recreation_By_Laws

Date	Ver.	Action By	Action	Result

Title

Consider a request from the Friends of Sachse Parks and Recreation non-profit organization to construct a brick walkway at Firefighters Park to Honor and Remember the Sachse Volunteer Firefighters and the Ladies Auxiliary that supported them.

Executive Summary
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powered by Legistar™

allowing them to construct a brick walkway at Firefighters Park.

Background
The Friends of Sachse Parks and Recreation was recently organized and has identified their first project. They would like to construct a walkway/pathway at the newly constructed Firefighters Park honoring the Sachse Volunteer Firefighters and also the Ladies Auxiliary that supported them. The pathway will consist of brick tiles of various sizes with past volunteer firefighters and Ladies Auxiliary members that served. The Sachse Volunteer Fire Department was in operation from 1961 - 2004, with hundreds of individuals serving diligently for their community.

Policy Considerations
None.

Budgetary Considerations
The Friends of Sachse Parks and Recreation will be raising all the funds to construct the project. There is no financial obligation from the City of Sachse.

Staff Recommendations

Staff recommends to approve the request from the Friends of Sachse Parks and Recreation organization to construct a brick walkway at Firefighters Park to Honor and Remember the Sachse Volunteer Firefighters and the Ladies Auxiliary that supported them. This project was also recommended by the Parks and Recreation Board to City Council for approval at the September 11, 2014 meeting.

SACHSE FIREMAN'S PARK "ADOPT A FIREMAN" CAMPAIGN

How it all started …

In 1961, a few citizens got together and held a discussion, the result, Sachse needed a Fire Department! In September of that year, after considerable effort, a group of men were found that would respond to the call of **FIRE.**

Sachse Volunteer Fire Department forms!!!!

In February of 1962, the wives of the firemen felt that more needed to be done to aid the firemen. They banded together and the **Ladies Auxiliary to the Sachse Volunteer Fire Department** was formed. They began to hold bake sales and other projects to raise money to purchase special firefighting equipment as well as protective gear for the volunteer firemen themselves.

These two dedicated groups of citizens served our city without fail for over four decades until 2004. "Friends of Sachse Parks and Recreation" is constructing a walkway to Honor and Remember our Sachse Volunteer Fire Fighter's and the Ladies Auxiliary that supported them. Commemorative etched bricks will be laid on a path at the newly constructed Fireman's Park.

Help us honor our fellow citizens. Profits from your donation go directly to fund this part of the renovation project. **Place your order by November 1, 2014.**

How can YOU help?

Supporters of the Sachse Park Pals can get involved in many ways, including but not limited to:

- Becoming a donor
- Spreading the word around town
- Participating in landscaping and path laying event day!

Our Goal

Project: Provide 350 Sq. ft Paver Pathway consisting of a combination of 4X8 pavers, 8X8 Pavers, 24X24 Pavers , and Cement benches.
Installation: January 2015
If you are able to contribute to our quest financially or otherwise, please contact Becky Rodriguez at adoptafireman@sachseparkpals.org

Level	Donation	Premiums
Platinum	$1,000	Sachse Park Pals Annual Membership Sachse Park Pals Founding Year Shirt **Predominant** Listing including your provided Logo on https:://SachseParksPals.org **Platinum** Sponsor Recognition on Tribute Dedication Sign @ Fireman's Park Choices are customized per Donor, you will be assigned a Sachse Park Pal.
Gold	$500	Sachse Park Pals Annual Membership Sachse Park Pals Founding Year Shirt **Predominant** Listing including you provided Logo on https://SachseParkPals.org **Gold** Sponsor Recognition on Tribute Dedication Sign @ Fireman's Park Stone Bench ***or*** 24 X 24 Paver (Engraving Choices: Choose from Selected Options)
Silver	$150	Sachse Park Pals Annual Membership 8X8 Engraved Paver (Please completed Paver Form)
Bronze	$75	Sachse Park Pals Annual Membership 4X8 Engraved Paver (Please Complete Paver Form)
Other	$	Your Contribution will be combined with others for the Tribute

To Order online go to https://SachseParkPals.org

SACHSE FIREMAN'S PARK "ADOPT A FIREMAN" CAMPAIGN

Name:		
Address:		
Address:		
City:	State:	Zip code:
Email:		Phone:
Donation Level:		Donation Amt.:

For Gold or Platinum Level

Shirt Size (Circle One) S M XL 2XL 3XL

Order Information

4x8 Brick Paver		
8X8 Brick Paver		
24X24 Paver	1	Fireman's Maltese Cross Symbol
Stone Bench *Please Select 1 Option*	1	Volunteers do not necessarily have the time, they just have the heart.
	2	The few dedicated to the many
	3	Pride, Commitment, and Service
	4	To save lives and protect property
	5	It is not what we do it is what we are willing to do.
	6	Serving to Prevent, Protect and Preserve
	7	We'll Stand Together, or if We Fall...We'll Fall Together!
	8	Where Duty Calls--There You'll Find Us

Payment Information

Please make checks payable to: **Friends of Sachse Parks and Recreation**

Mail To: Friends of Sachse Parks and Recreation
TBD
Sachse, Texas 75048

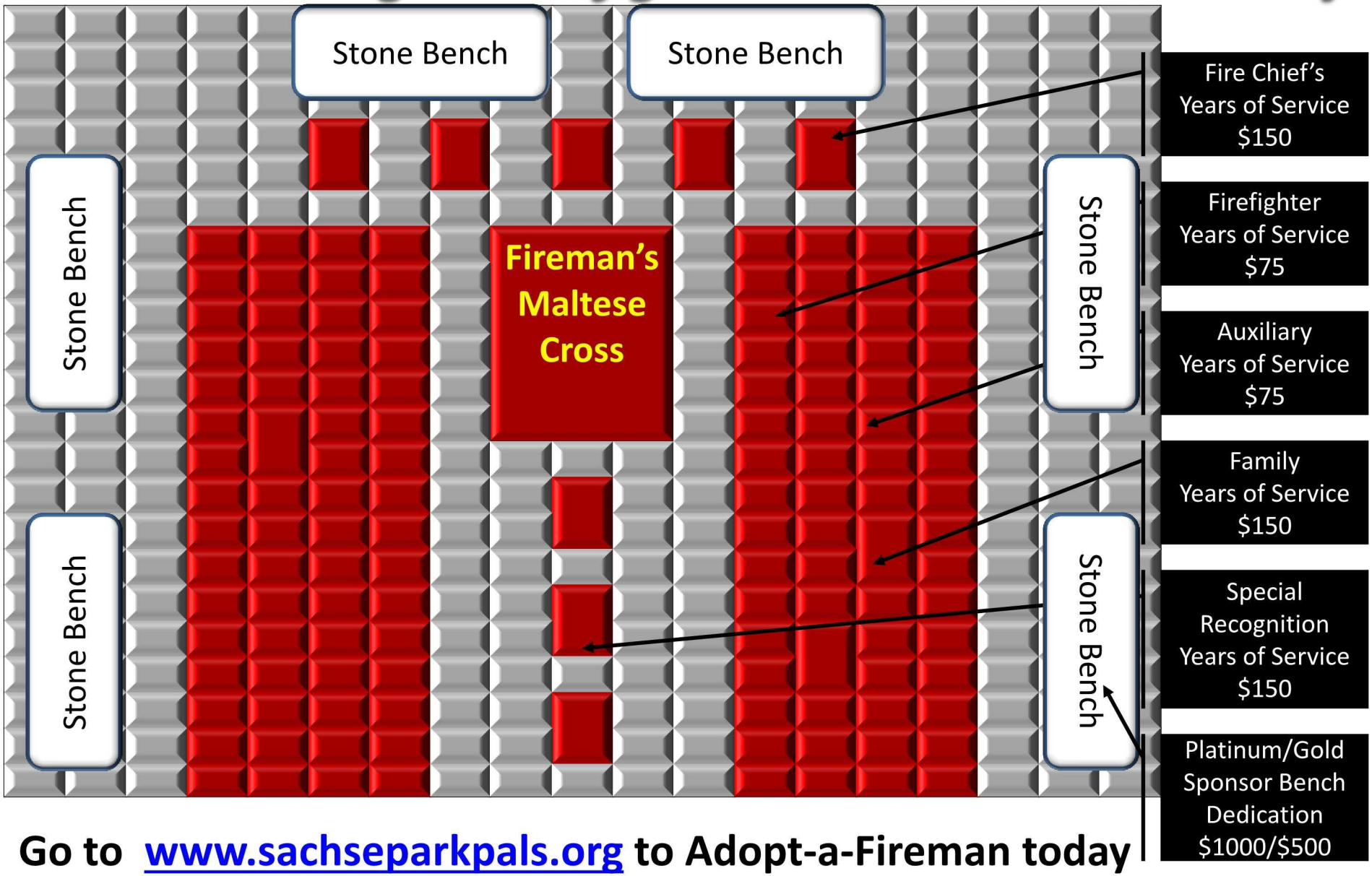
To Order online go to https://SachseParkPals.org

SACHSE FIREMAN'S PARK "ADOPT A FIREMAN" CAMPAIGN

To Order online go to https://SachseParkPals.org

Sachse VFD (1961-2004) Tribute Objective

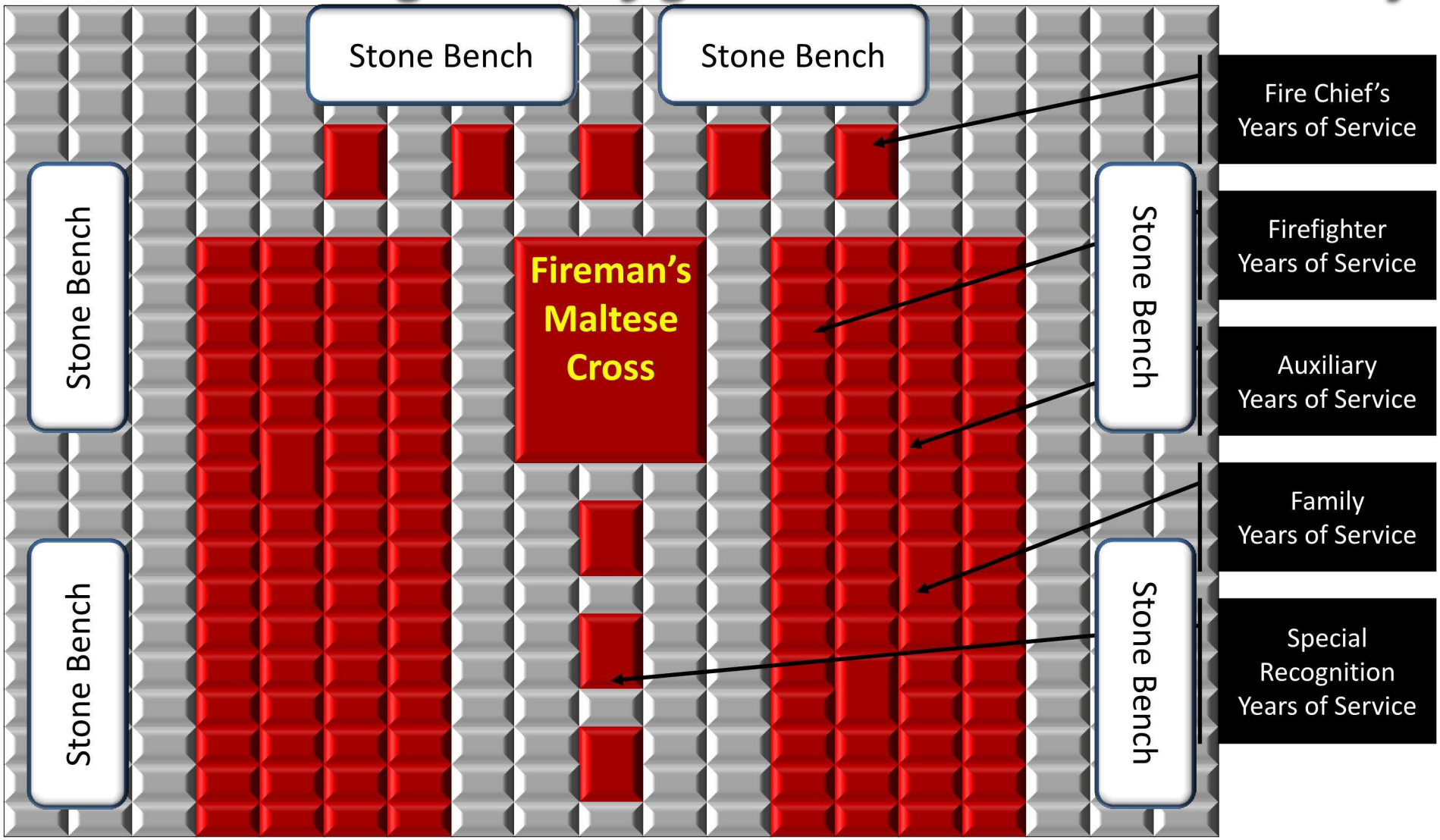
Honoring the Firefighters and the Ladies Auxiliary



Go to www.sachseparkpals.org to Adopt-a-Fireman today

Sachse VFD (1961-2004) Tribute Objective

Honoring the Firefighters and the Ladies Auxiliary



Go to www.sachseparkpals.org to Adopt-a-Fireman today

Friends of Sachse Parks and Recreation Bylaws

Adopted 07/22/2014

Article I

The Name of the Corporation shall be "Friends of Sachse Parks and Recreation"

Article II Purpose

To support the City of Sachse Parks and Recreation Department, in providing programs and facilities to promote the social, cultural and recreational well-being of all residents of the city of Sachse.

Article III Membership

Any individual, family, or organization interested in parks and recreation shall be eligible for membership.

Voting Rights:

> Only Members 18 years old or older are granted the right to vote..
>
> Each membership shall have one vote for the purpose of electing officers and board members.
>
> Each membership shall have one vote in the general meeting decisions.

Article IV Board of Directors

Section A

A Board of Directors composed of five officers and not less than three and not more than seven Directors elected by the membership shall be responsible for all decisions and activities of the organization not otherwise assigned in these Bylaws, with all powers to execute the same.

Each member of the Board of Directors is required to be a resident of the City of Sachse.

Each member of the Board of Directors serves on a volunteer basis.

Section B

The immediate past President is eligible to serve as a voting Director for one (1) year following the expiration of his or her term of office.

Section C

All Board members shall take an active role in the work of Friends of Sachse Parks and Recreation. Directors may be removed from the Board by a majority vote of the Board if they attend less than half of the regularly scheduled Board meetings.*

Section D

One member of the Sachse Parks and Recreation Board (appointed by the Chairperson) may be an ex-officio non-voting member of the Friends of Sachse Parks and Recreation Board.

Section E

The Director of Sachse Parks and Recreation may be an ex-officio non-voting member of the Friends of Sachse Parks and Recreation board.

Article V Standing Committees

Section A

Standing Committees shall be established by the Board of Directors and may include the following:

1. Membership
2. Fundraising
3. Publicity
4. Acquiring Grants
5. Scholarships
6. Hospitality
7. Volunteers
8. Webmaster

Section B

Board members may act as Chairpersons of Standing Committees. Chairpersons who are not Board members will provide periodic reports to the Board of Directors as requested.

Article VI Meetings

Section A

The Membership shall meet in September, at a time and place set by the Board, to elect Officers and Directors, to hear reports, and to act upon other issues presented by the Board or by written petition of at least five members of the Friends of Sachse Parks and Recreation. The Board of Directors may call other meetings of the members as needed. Action shall require a majority vote of members present and voting. All actions taken shall be considered final. Notice of

membership meetings shall be given to all members in good standing at least three (3) business days in advance of the meeting.

Section B

The Board of Directors shall hold regular meetings each year at dates, times, and places determined by the Board of Directors. The Presiding Officer shall prepare an agenda which includes the approval of minutes and a Treasurer's report. A quorum of a majority of the filled Board of Directors positions, one of whom is an Officer, is required for the transaction of business. The minimum quorum is composed of three Board of Directors positions, where one is an Officer. All transactions shall require the vote of the majority of the Board members present and voting. All actions taken shall be considered final.

Section C

All meetings of the Membership and Board of Directors shall be conducted according to Parliamentary Rules (Robert's Rules of Order Newly Revised) in all instances where they are applicable and are not inconsistent with these Bylaws.

Article VII Fiscal Year and Dues

Section A

The fiscal year shall begin October 1 and end September 30.

Section B

Annual dues for the categories of membership shall be set by the Board of Directors.

Article VIII Officers:

The officers of Friends of Sachse Parks and Recreation shall be President, Vice President, Secretary, Historian and Treasurer.

Article IX Duties of Officers:

Section A

The President shall preside at all meetings of the Friends of Sachse Parks and Recreation and of the Board of Directors; shall appoint, after consulting with the Board of Directors, all committees (except the Nominating Committee which shall be appointed by the whole Board of Directors); shall be an ex-officio member of all committees except the Nominating Committee; and shall perform all other duties incumbent upon a President or assigned by the Board of Directors.

Section B

The Vice President shall assume office in the absence of the President and perform all the duties of that office.

Section C.

The Secretary shall keep accurate minutes of all Board of Directors and membership meetings; read them (if requested) for adoption at the next meeting; and perform other duties assigned by the Board of Directors. The Secretary shall sign and date all approved minutes and keeps a copy as a permanent record. Electronic copies are acceptable. Designated draft meeting minutes may be posted electronically. Designated approved meeting minutes may be posted electronically.

Section D.

The Treasurer shall be custodian of the Friends of Sachse Parks and Recreation' funds; deposit them in a bank designated by the Board of Directors; pay all obligations approved by the Board of Directors; keep accurate and complete records of the funds and transactions; and shall maintain the record of all members who have paid current dues and, hence, are eligible to vote and to hold office and file forms with the appropriate authorities. Written checks shall require the signature of the Treasurer and one designated member of the Board of Directors. Two Friends of Sachse Parks and Recreation members other than the Treasurer shall audit the books within thirty days of the end of the fiscal year and report the results of the audit to the Board of Directors.

Section E.

The Historian shall maintain a chronological record of the historical events pertaining to the Friends of Sachse Parks and Recreation organization. .Historian will be responsible for publishing a quarterly newsletter detailing the events of the organization.

Article X Elections

Section A.

A Nominating Committee composed of one Officer (other than the President), one Director of the Board of Directors, and one member of the membership who is not on the Board of Directors shall be appointed by the Board of Directors in June to report to the September membership meeting. Any member may make additional nominations from the floor, provided the nominee's prior consent has been obtained. Election shall be by majority vote of the members present and voting. Initial officers selected by the Founding directors shall serve through September 30, 2015.

Section B.

New Officers and Directors shall assume office on October 1 following their election.

Section C.

All Officers shall be elected for a one (1) year term and may serve no more than five (5) terms consecutively in the same office. Directors shall be elected for a two (2) year term and may serve no more than three (3) terms consecutively in the same office. Founding Directors Initial term will be three (3) years.

Section D.

The Directors' terms of office should be grouped so that half of the Directors are elected each year.

Section E.

When a vacancy occurs in any position, it shall be filled by the Board of Directors at its next meeting. Persons selected to fill a vacancy shall serve for the remainder of the unexpired term and shall be eligible for further elections.

Article XI Amendment

These Bylaws may be amended at any membership meeting of the Friends of Sachse Parks and Recreation by a two-thirds vote of the members present and voting, provided that notice of the proposed changes were provided with all notices of the meeting.

Article XII Dissolution

Upon dissolution, the surplus assets of Friends of Sachse Parks and Recreation shall be distributed to the Sachse Parks and Recreation Department.