



# Sachse, Texas

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

## Meeting Agenda City Council

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Monday, February 3, 2014

7:30 PM

Council Chambers

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*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, February 3, 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.

[14-2020](#) Consider approval of the minutes of the January 20, 2014, regular meeting.

*Executive Summary*

*Minutes from the recent Council meeting.*

**Attachments:** [Min.01.20.14.pdf](#)

[14-2021](#) Consider approval of an ordinance calling for the May 10, 2014 City Officers' (City Council) election.

*Executive Summary*

*This ordinance formally calls for the City Council election on May 10, 2014. This year the positions of Council Place 3, and Council Place 4 are on the ballot.*

**Attachments:** [Election ordinance.calendar.pdf](#)

[14-2033](#)

Consider a resolution of the City Council of the City of Sachse, Texas, awarding the bid for the Sanitary Sewer Connection to the Sachse Road Lift Station as a capital improvement project to Wilson Contractor Services, LLC; authorizing the City Manager to execute such agreement in a form approved by the City Attorney; and providing an effective date.

*Executive Summary*

*The City of Sachse has a sanitary sewer improvement project for a new sewer connection to the Sachse Road Lift Station. The project is currently funded through RCC Funds as approved in the 2013-2014 CIP in an amount totaling \$12,000.00. The engineering design was completed by City staff, and the current funding is only for construction costs. City staff requested bids from five utility contractors currently performing work in or near the City of Sachse. Three utility contractors chose to submit bids for the project. Two utility contractors declined to submit a bid. The lowest qualified bid for the project was received from Wilson Contractor Services, LLC, in the amount of \$16,270.00. After bids were received, City staff met with the lowest qualified bidder to review the project. Wilson Contractor Services LLC recommended some field revisions that could be done to bring the project cost within budget. The anticipated construction cost, based upon the proposed field revisions, is \$10,370.00.*

**Attachments:** [resolution for Award of Sanitary Sewer Connection to the Sachse Road Lift Station](#)  
[Exhibit A - Bids Received PDF](#)  
[Exhibit B - Project Cost with Contractor Recommended Field Revisions PDF](#)

[14-2006](#)

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement and fire amendment thereto, by and between the City of Sachse, Texas, and Zambelli Fireworks Manufacturing Co. for a fireworks display on July 3, 2014, at Heritage Park; and providing for an effective date.

*Executive Summary*

*This Consent Agenda item authorizes the City Manager to execute a contract and addendum to the contract with Zambelli Fireworks in the amount of \$13,100 and set the date of July 3, 2014 for this year's Red, White & Blue Blast event.*

**Attachments:** [RWBB Contract presentation 012014.pdf](#)  
[2014 Fireworks Contract.pdf](#)  
[Zambelli Fireworks Addendum No 1 to Agreement012914.pdf](#)  
[51SACHSE Resolution Approving Zambelli Fireworks Agreement64552.pdf](#)

[14-2026](#) Consider receiving the Monthly Revenue and Expenditure Report for the period ending December 31, 2013.

*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 report is for the month ended December 31, 2013.*

**Attachments:** [GF 12-31-2013.pdf](#)  
[UF 12-31-2013.pdf](#)  
[DS 12-31-2013.pdf](#)  
[SEDC 12-31-2013.pdf](#)

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

[14-2031](#) Recognize employees for their service to the City of Sachse.

*Executive Summary*

*Each quarter the City Council recognizes the Employee of the Quarter.*

[14-2032](#) Sachse Police Department Annual Staff Presentation

*Executive Summary*

*Present Annual Report of Police Activities.*

**Attachments:** [Power Point - Council Feb 2014](#)

**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.*

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.**

[14-2019](#) Discuss the existing perimeter masonry walls associated with portions of the Sachse on the Creek Phases 1 & 2, Park Lake

Estates Phases 2 & 4, Hudson Crossing Phases 1 & 2, and Westgate subdivisions.

*Executive Summary*

*There have been several previous discussion items where City Council has been briefed regarding the status of the masonry walls constructed as part of the Sachse on the Creek Phases 1 & 2, Park Lake Estates Phases 2 & 4, Hudson Crossing Phases 1 & 2, and Westgate subdivisions. The purpose of this discussion item is to provide the most recent updates and findings.*

**Attachments:** [CD - MASONRY WALLS DISCUSSION - PRESENTATION.pdf](#)  
[CD - MASONRY WALLS DISCUSSION - ATTACHMENT 1.pdf](#)  
[CD - MASONRY WALLS DISCUSSION - ATTACHMENT 2.pdf](#)  
[CD - MASONRY WALLS DISCUSSION - ATTACHMENT 3.pdf](#)  
[CD - MASONRY WALLS DISCUSSION - ATTACHMENT 4.pdf](#)  
[CD - MASONRY WALLS DISCUSSION - ATTACHMENT 5.pdf](#)

[14-2034](#)

Adjourn to Executive Session pursuant to the provisions of Texas Government Code Section 551.071:

To discuss pending litigation: Dan Wood vs. the City of Sachse Cause No. DC-12-00218-M.

Consider any action necessary as a result of Executive Session.

*Executive Summary*

*Closed session as provided by State Law.*

[14-2014](#)

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, Texas and Elite EMT Academy for the Sachse Fire Department to provide practical laboratory, clinical experience and training for Elite EMT Academy students.

*Executive Summary*

*Elite Academy would like to enter an affiliation agreement with the Sachse Fire Rescue to provide internship services to Emergency Medical Technician students enrolled in Elite Academy.*

**Attachments:** [51SACHSE Resolution Approving Agreement with Elite Academy \(Academy stu EMT Agreement.pdf](#)

[14-2015](#)

Consider the postponement until February 17, 2014, of an Ordinance of the City of Sachse, Texas, amending the

Comprehensive Zoning Ordinance and Map, as heretofore amended; to grant a change of zoning from a Single-Family Residential (R-10) District to a Planned Development District (PD-27) on an approximately 79.902-acre tract of land, more particularly described in Exhibit "A" and located on the west side of Merritt Road approximately 1,500 feet north of Hudson Drive, City of Sachse, Dallas County, Texas; providing for the approval of the Zoning Exhibit attached as Exhibit "B"; providing for the approval of Development Standards attached as Exhibit "C"; providing for the approval of the Zoning Concept Plan approved as Exhibit "D".

*Executive Summary*

*This item is being postponed since state of Texas and City of Sachse legal advertising requirements were not met prior to this meeting. This request is being postponed until the February 17, 2014 City Council meeting.*

**Attachments:** [CD - HERITAGE PARK PD CC - DRAFT ORD.pdf](#)  
[CD - HERITAGE PARK PD CC - DRAFT ORD - EXHIBIT A.pdf](#)  
[CD - HERITAGE PARK PD CC - DRAFT ORD - EXHIBIT B.pdf](#)  
[CD - HERITAGE PARK PD CC - DRAFT ORD - EXHIBIT C.pdf](#)  
[CD - HERITAGE PARK PD CC - DRAFT ORD - EXHIBIT D.pdf](#)

14-2016

Consider the postponement until February 17, 2014, of an Ordinance of the City of Sachse, Texas, amending the Comprehensive Zoning Ordinance and Map, as heretofore amended; to grant a change of zoning from an Agricultural (AG) District and Single Family Residential (R-1) District to a Planned Development District (PD-26) to allow for the development of a Type 2 Cellular Communications Tower on an approximately 10.6241-acre tract of land, more particularly described in Exhibit "A" and located at 6420 Sachse Road, City of Sachse, Dallas County, Texas; providing for the approval of the Zoning Exhibit attached as Exhibit "B"; providing for the approval of Development Standards attached as Exhibit "C"; providing for the approval of the Zoning Concept Plan approved as Exhibit "D".

*Executive Summary*

*This item is being postponed since state of Texas and City of Sachse legal advertising requirements were not met prior to this*

meeting. This request is being postponed until the February 17, 2014 City Council meeting.

**Attachments:** [CD - PW VZ CELL TOWER PD CC - DRAFT ORD.pdf](#)  
[CD - PW VZ CELL TOWER PD CC - DRAFT ORD - EXHIBIT A.pdf](#)  
[CD - PW VZ CELL TOWER PD CC - DRAFT ORD - EXHIBIT B.pdf](#)  
[CD - PW VZ CELL TOWER PD CC - DRAFT ORD - EXHIBIT C.pdf](#)  
[CD - PW VZ CELL TOWER PD CC - DRAFT ORD - EXHIBIT D.pdf](#)

## 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, Title 5, Chapter 551 regarding posted items on the regular meeting agenda.

State law prohibits the introduction or discussion of any item of business not posted at least seventy-two (72) hours prior to the meeting time. Therefore, during Citizen Input for example, the Council is prohibited by state law to deliberate or take action on any issues introduced by the public other than to take them under advisement. Posted: January 31, 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.



Legislation Details (With Text)

**File #:** 14-2020      **Version:** 1      **Name:** Consider approval of the minutes of the January 20, 2014, regular meeting.

**Type:** Agenda Item      **Status:** Agenda Ready

**File created:** 1/21/2014      **In control:** City Council

**On agenda:** 2/3/2014      **Final action:**

**Title:** Consider approval of the minutes of the January 20, 2014, regular meeting.

Executive Summary  
Minutes from the recent Council meeting.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Min.01.20.14.pdf](#)

Date	Ver.	Action By	Action	Result
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**Title**  
Consider approval of the minutes of the January 20, 2014, regular meeting.

*Executive Summary*  
*Minutes from the recent Council meeting.*

**Background**  
Minutes from a recent Council meeting on January 20, 2014, for review and approval.

**Policy Considerations**  
Not applicable.

**Budgetary Considerations**  
Not applicable.

**Staff Recommendations**  
Approval of the minutes of the January 20, 2014, regular meeting, as a Consent Agenda Item.

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

**JANUARY 20, 2014**

The City Council of the City of Sachse held a Regular Meeting on Monday, January 20, 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 Bill Adams  
Councilman Charles Ross  
Councilman Brett Franks  
Councilman Todd Ronnau  
Councilman Cullen King  
Councilman Jeff Bickerstaff

and all were present.

Staff present: City Manager Billy George, City Secretary Terry Smith, Project Coordinator Denise Vice, Community Development Director Marc Kurbansade, Police Chief Dennis Veach, Human Resources Manager Laura Morrow, Parks and Recreation Director Lance Whitworth, Library Manager Mignon Morse, City Engineer Greg Peters, Public Works Director Joe Crase, Finance Director Teresa Savage and Fire Chief Rick Coleman.

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

The invocation was offered by Councilman King and the pledges were led by Councilman Franks.

**1. Consent Agenda:**

Councilman King moved to approve the Consent Agenda consisting of: 14-2005 Consider approval of the minutes of the January 6, 2014, regular meeting; and 14-2010 Resolution No. 3559 of the City Council of the City of Sachse, Texas, declaring police property listed on Exhibit "A" attached hereto as obsolete, valueless and surplusage; authorizing the city manager to dispose of said property by whatever lawful means available, including posting such property on the Texas Police Chiefs Association website; and providing for an effective date. The motion was seconded by Councilman Ross and passed unanimously.

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

Councilman Bickerstaff announced upcoming events at the Library: Photo contest; Writers group to meet; P.J. Story Time and Willie Wonka.

Councilman Franks announced the Daddy/Daughter Dance has been rescheduled to February 7<sup>th</sup> at 7:00 p.m.

Councilman King noted the Animal Control puppy shelter was empty. All the animals found their home. Sign up for the social media page.

Mayor Felix welcomed the boy scouts working on their badges.

City Manager George announced the Chamber of Commerce banquet on February 7<sup>th</sup>.

**3. Citizen Input:**

No comments were made.

**4. Regular Agenda Items:**

**14-2004 Conduct a public hearing and consider an Ordinance of the City of Sachse, Texas, amending the Code of Ordinances, Chapter 11 "Zoning," Article 2, by adding definitions for Electronic Cigarette or E - Cigarette, Hookah / Smoke Lounge, Retail Electronic-Cigarette/Vaporizer Store; by amending the definition for Retail Tobacco Store; by amending Schedule I "Permitted Uses" to add Hookah/Smoke Lounge use in Restricted Manufacturing and Warehousing I-1 District and General Industrial I-2 District by approval of a Special Use Permit; by amending Schedule I "Permitted Uses" to add Retail Electronic-Cigarette/Vaporizer Store in General Commercial C-2 District, Restricted Manufacturing and Warehousing I-1 District and General Industrial I-2 District by approval of a Special Use Permit:**

Mayor Felix opened the public hearing. No comments were made.

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

Following discussion, Mayor Pro Tem Adams moved to approve Ordinance No. 3560 amending the Code of Ordinances, Chapter 11 "Zoning," Article 2, by adding definitions for Electronic Cigarette or E - Cigarette, Hookah / Smoke Lounge, Retail Electronic-Cigarette/Vaporizer Store; by amending the definition for Retail Tobacco Store; by amending Schedule I "Permitted Uses" to add Hookah/Smoke Lounge use in Restricted Manufacturing and Warehousing I-1 District and General Industrial I-2 District by approval of a Special Use Permit; by amending Schedule I "Permitted Uses" to add Retail Electronic-Cigarette/Vaporizer Store in General Commercial C-2 District, Restricted Manufacturing and Warehousing I-1 District and General Industrial I-2 District by approval of a Special Use Permit. The motion was seconded by Councilman Bickerstaff and carried unanimously.

**5. Adjournment:**

There being no further business, Councilman Ronnau moved to adjourn. The motion was seconded by Councilman Ross and carried unanimously. The meeting adjourned at 7:55 p.m.

ATTEST:

APPROVED:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR



## Legislation Details (With Text)

**File #:** 14-2021      **Version:** 1      **Name:** Consider approval of an ordinance calling for the May 10, 2014 City Officers' (City Council) election.

**Type:** Agenda Item      **Status:** Agenda Ready

**File created:** 1/21/2014      **In control:** City Council

**On agenda:** 2/3/2014      **Final action:**

**Title:** Consider approval of an ordinance calling for the May 10, 2014 City Officers' (City Council) election.

### Executive Summary

This ordinance formally calls for the City Council election on May 10, 2014. This year the positions of Council Place 3, and Council Place 4 are on the ballot.

### Sponsors:

### Indexes:

### Code sections:

**Attachments:** [Election ordinance.calendar.pdf](#)

Date	Ver.	Action By	Action	Result
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### Title

Consider approval of an ordinance calling for the May 10, 2014 City Officers' (City Council) election.

### Executive Summary

*This ordinance formally calls for the City Council election on May 10, 2014. This year the positions of Council Place 3, and Council Place 4 are on the ballot.*

### Background

This ordinance calls the City Council election and authorizes the City Manager to execute a joint election agreement with Dallas Council to conduct the election and provide training, and equipment. Attached are the ordinance and the election calendar.

### Policy Considerations

Dallas County has provided election training and equipment for the past 20 years to the City.

### Budgetary Considerations

Funds are budgeted in the 2013-14 budget for election expenses.

### Staff Recommendations

Approval of an ordinance calling for the May 10, 2014 City Officers' (City Council) election, as a Consent Agenda Item.

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

**AN ORDINANCE CALLING FOR A GENERAL ELECTION FOR CITY OFFICERS (CITY COUNCIL) ON MAY 10, 2014; ESTABLISHING CERTAIN PROCEDURES FOR SAID GENERAL OFFICER ELECTION; CALLING FOR THE QUALIFIED VOTERS OF THE CITY OF SACHSE TO CONSIDER THE ELECTION OF TWO (2) COUNCIL MEMBERS FOR THREE (3) YEAR TERMS; AUTHORIZING A JOINT ELECTION WITH DALLAS COUNTY; PROVIDING FOR A SAVING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

SECTION I.

**IT IS ORDERED THAT** a general election be held for City Officers (City Council) in the City of Sachse, Texas on the 10th day of May, 2014, the same being the second Saturday of said month, for the purpose of electing Council Members in Place 3 and Place 4 for three year terms.

SECTION II.

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

SECTION III.

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

SECTION IV.

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

SECTION V.

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

That the City Secretary shall have the authority to approve any minor modifications as may be necessary in the best interest of the City and within the regulations of the Texas Election Code. The early voting mail clerk is: Toni Pippins-Poole, Dallas County Elections Department, 2377 Stemmons Freeway, Suite 820, Dallas, Texas 75207.

SECTION VI.

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

SECTION VII.

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

**PASSED AND APPROVED** this 3rd day of February, 2014.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

**City Secretary's  
Office**

To: All Interested Parties  
From: Terry Smith, City Secretary  
Subject: Key Election Dates- May 10, 2014 Sachse City Council Election  
Date: December 28, 2013

Candidates filing period January 29 – February 28

**Early Voting Dates** Voting Hours

April 28 (Mon) – May 2 (Fri) 8am- 5pm (Weekdays)

May 3 (Sat) 8am- 5pm

May 4 (Sun) 1pm- 6pm

May 5 (Mon) & May 6 (Tue) 7am- 7pm

Early Voting at Sachse City Hall and Dallas County-wide. See website below for locations.

Early Voting Clerk for mail ballots: Toni Pippins-Poole, Dallas County Elections 2377 N. Stemmons Freeway, Suite 820, Dallas, Texas 75207. Phone (214) 819-6300 (From March 12<sup>th</sup> until April 26<sup>th</sup>)

**Election Day**

May 10 (Sat) 7am- 7pm

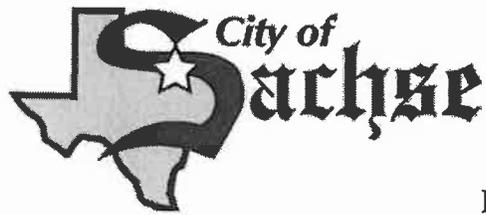
Voting will be at Sachse City Hall 3815 –B Sachse Road, Sachse, Texas 75048.

**Council Meetings:**

May 19 (Mon) 6:30 pm Regular Meeting- Election Canvass

June 2 (Mon) 7:30 pm. Regular meeting – new Council Members sworn-in after minutes approved (Assumes no runoff election)

Dallas County Elections web site: [dallascountyvotes.org](http://dallascountyvotes.org) City's web site: [cityofsachse.com](http://cityofsachse.com)



ELECTION CALENDAR

CITY OF SACHSE, TEXAS

MAY 10, 2014

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DATE	DAY	DESCRIPTION
January 29, 2014	Wednesday 8:00 a.m.	First day to apply for a place on the ballot (Sec.143.007, Election Code)
February 28, 2014	Friday 5:00 p.m.	Deadline to file an application for a place on the ballot (Sec. 143.007 Election Code)
February 28, 2014	Friday 5:00 p.m.	Deadline for write-in candidates to file. candidacy (Sec. 146.054, Election Code)
March 3, 2014	Monday 5:15 p.m.	Date to conduct ballot position drawing (Sec. 52.094, Election Code)
March 4, 2014	Tuesday 5:00 p.m.	Last day for a candidate to withdraw. If a candidate withdraws or is declared ineligible by this date, his or her name is omitted from the ballot (Sec. 145.001, Election Code)
April 10, 2014	Thursday 5:00 p.m.	Deadline for candidates to file first report of contributions and expenditures (Sec. 254.064 and 254.124, Election Code)
April 28, 2014	Monday 8:00 a.m.	Early voting by personal appearance begins (Sec. 85.001, Election Code)

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DATE	DAY	DESCRIPTION
May 2, 2014	Friday 5:00 p.m.	Deadline for candidates to file second report of contributions and expenditures (Sec. 254.064, and 254.124. Election Code)
May 6, 2014	Tuesday 7:00 p.m.	Last day to vote early by personal appearance (Sec. 85.001 Election Code)
<b>May 10, 2014</b>	Saturday	<b>ELECTION DAY</b> - Polls are open 7:00 a.m. - 7:00 p.m. Returns unofficial until City Council canvass
<b>May 19, 2014</b>	Monday 6:30 p.m.	Official Canvass of returns by City Council (Sec. 67.003, Election Code)
<b>June 2, 2014</b>	Monday 7:30 p.m.	Newly elected Council Members sworn-in & take office (unless Runoff)
June 21, 2014	Saturday	Possible Runoff Election date (If needed) (Sec. 2.025 Election Code)

**Candidates Reminder:** final campaign finance reports are due otherwise semi-annual and reports are due---until the campaign is closed out.

July 15, 2014	Tuesday	Deadline for all candidates to file semi-annual report of contributions and expenditures - 5:00 p.m. (Sec. 254.064, and 254.124, Election Code)
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Revised 12/20/13



Legislation Details (With Text)

<b>File #:</b>	14-2033	<b>Version:</b>	1	<b>Name:</b>	Sanitary Sewer Connection to the Sachse Road Lift Station
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	1/29/2014	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	2/3/2014	<b>Final action:</b>		<b>Final action:</b>	

**Title:** Consider a resolution of the City Council of the City of Sachse, Texas, awarding the bid for the Sanitary Sewer Connection to the Sachse Road Lift Station as a capital improvement project to Wilson Contractor Services, LLC; authorizing the City Manager to execute such agreement in a form approved by the City Attorney; and providing an effective date.

**Executive Summary**

The City of Sachse has a sanitary sewer improvement project for a new sewer connection to the Sachse Road Lift Station. The project is currently funded through RCC Funds as approved in the 2013-2014 CIP in an amount totaling \$12,000.00. The engineering design was completed by City staff, and the current funding is only for construction costs. City staff requested bids from five utility contractors currently performing work in or near the City of Sachse. Three utility contractors chose to submit bids for the project. Two utility contractors declined to submit a bid. The lowest qualified bid for the project was recieved from Wilson Contractor Services, LLC, in the amount of \$16,270.00. After bids were recieved, City staff met with the lowest qualified bidder to review the project. Wilson Contractor Services LLC recommended some field revisions that could be done to bring the project cost within budget. The anticipated construction cost, based upon the proposed field revisions, is \$10,370.00.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [resolution for Award of Sanitary Sewer Connection to the Sachse Road Lift Station PDF](#)  
[Exhibit A - Bids Recieved PDF](#)  
[Exhibit B - Project Cost with Contractor Recommended Field Revisions PDF](#)

Date	Ver.	Action By	Action	Result
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**Title**

Consider a resolution of the City Council of the City of Sachse, Texas, awarding the bid for the Sanitary Sewer Connection to the Sachse Road Lift Station as a capital improvement project to Wilson Contractor Services, LLC; authorizing the City Manager to execute such agreement in a form approved by the City Attorney; and providing an effective date.

**Executive Summary**

*The City of Sachse has a sanitary sewer improvement project for a new sewer connection to the Sachse Road Lift Station. The project is currently funded through RCC Funds as approved in the 2013-2014 CIP in an amount totaling \$12,000.00. The engineering design was completed by City staff, and the current funding is only for construction costs. City staff requested bids from five utility contractors currently performing work in or near the City of Sachse. Three utility contractors chose to submit bids for the project. Two utility contractors*

*declined to submit a bid. The lowest qualified bid for the project was received from Wilson Contractor Services, LLC, in the amount of \$16,270.00. After bids were received, City staff met with the lowest qualified bidder to review the project. Wilson Contractor Services LLC recommended some field revisions that could be done to bring the project cost within budget. The anticipated construction cost, based upon the proposed field revisions, is \$10,370.00.*

#### Background

The City's Capital Improvement Plan (CIP) includes a new sanitary sewer connection to the Sachse Road Lift Station, and is shown as project SS-13-04. The current funding includes \$12,000.00 for construction. The funding source for the project is RCC funds as approved in the 2013-2014 CIP. Due to the small size of the project, an advertisement for public bids was not required for the project. City staff requested bids from five utility contractors that are currently performing utility work in or near the City of Sachse. Three bids were received, and are shown in Exhibit A. Two utility contractors declined to submit a bid. The lowest qualified bidder, Wilson Contractor Services, LLC, submitted a bid of \$16,270.00.

The lowest qualified bidder has recommended field revisions to bring the project within budget. The anticipated construction cost, based upon the proposed field revisions, is \$10,370.00, as shown in Exhibit B.

In addition to being the lowest qualified bidder, Wilson Contractor Services, LLC is currently working on the Sanitary Sewer Improvements to the Sachse Road Lift Station and Merritt Road Lift Station. Wilson Contractor Services LLC is familiar with the Sachse Road Lift Station and is qualified both by utility and lift station construction experience and specific knowledge regarding the existing lift station facilities at the Sachse Road Lift Station to perform the requested construction work.

#### Policy Considerations

The Sanitary Sewer connection to the Sachse Road Lift Station project is identified in the Capital Improvements Program as project SS-13-04 and funding has been allocated for the project from RCC Funds.

#### Budgetary Considerations

The lowest qualified bidder submitted a bid of \$16,270.00. However, the lowest qualified bidder has recommended field revisions to bring the project within budget. The anticipated construction cost, based upon the proposed field revisions, is \$10,370.00, as shown in Exhibit B. Current funds are available to construct the project.

#### Staff Recommendations

Staff recommends that the City Council approve a resolution of the City Council of the City of Sachse, Texas, awarding the bid for the Sanitary Sewer Connection to the Sachse Road Lift Station as a capital improvement project to Wilson Contractor Services, LLC; authorizing the City Manager to execute such agreement in a form approved by the City Attorney; and providing an effective date, as a Consent Agenda Item.



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AWARDING THE BID FOR THE SANITARY SEWER CONNECTION TO THE SACHSE ROAD LIFT STATION AS A CAPITAL IMPROVEMENT PROJECT TO WILSON CONTRACTOR SERVICES, LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH AGREEMENT IN A FORM APPROVED BY THE CITY ATTORNEY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary for a contractor to furnish and install sanitary sewer improvements connecting to the Sachse Road Lift Station; and

**WHEREAS**, the City has previously identified the primary funding source to be RCC Funds for the project; and

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

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

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

**Section 1**: That the Bid for the Sanitary Sewer Connection to the Sachse Road Lift Station is hereby awarded to Wilson Contractor Services, LLC.

**Section 2**: That the City Manager is authorized, after approval of the City Attorney, to execute a contract with Wilson Contractor Services, LLC.

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

**RESOLVED** this 3<sup>rd</sup> day of February, 2014. CITY OF SACHSE, TEXAS

\_\_\_\_\_  
Mike Felix, Mayor

ATTEST:

\_\_\_\_\_  
Terry Smith, City Secretary



**Wilson Contractor Services, LLC**  
**107 Bell Avenue, Suite Three**  
**Denton, Texas 76201-4279**

**940-243-1174 Office**  
**940-898-1175 Fax**  
**www.wilsonconstruction.org**

REQUEST FOR CHANGE ORDER

**Owner Information**

**Owner Name** City of Sachse, Texas  
**Address** 3815 Sachse Rd. Bldg B  
**Address** Sachse, TX 75048  
**Phone** (972) 495-7600

**Engineer Information**

**Name** CobbFendley  
**Address** 6801 Gaylord Parkway Ste. 302  
**Address** Frisco, TX 75034  
**P.E. (Attn)** Mr. Don Wortham, Ph.D.  
**Phone** (972) 335-3214  
**Fax** (972) 335-3202  
**Email** DWortham@CobbFendley.com

**Job Information**

**Job #** 2013-011  
**Job Name** Sanitary Sewer Improvements Lift Station, 16" Force Main & 27" Truck Line Renovations  
**Address** Merritt Rd & Sachse Rd. Lift Stations  
**Address** Sachse, TX 75048

RFCO # 2

Date 1/13/2014

Item	Description	Unit	Contract Qty	Unit Item Bid Total	Line Item Total
CO2.1	8" SDR35 PVC Gravity Sewer Main (w/ 6" Stub and Cap)	LF	108	\$40.00	\$4,320.00
CO2.2	4' Diameter CIP MH w/ 405 Raven Lining	Ea.	2	\$5,200.00	\$10,400.00
CO2.3	Connect of Existing LS	LS	1	\$1,100.00	\$1,100.00
CO2.4	Surveying/Staking	LS	1	\$450.00	\$450.00
					\$0.00
					\$0.00
					\$0.00

C/O Request Total: **\$16,270.00**

Prepared By: A.A. Martinez Date 1/13/2014



Civil Construction As Planned  
www.lhlacy.com

Project: Sewer Improvements at Sachse Road Lift Station  
City: Sacshé  
Date: January 10, 2014  
Time: 2:00 PM

Owner: City of Sachse  
Attn: Gregory Peters

ITEM CODE	ITEM DESCRIPTION	BASE BID	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Mobilization		LS	1	\$2,500.00	\$2,500.00
2	4' Dia SSMH		EA	1	\$3,112.39	\$3,112.39
3	4' Dia SSMH w/ 6" Stub		EA	1	\$3,831.86	\$3,831.86
4	Remove / Replace Existing Chain Link Fence		LS	1	\$914.40	\$914.40
					<b>TOTAL BASE:</b>	<b>\$10,358.65</b>
		<b>ADD ALTERNATE</b>				
5	8" SDR-35 PVC Sewer Pipe		LF	108	\$41.28	\$4,458.24
6	Connect to Existing Lift Station		EA	1	\$957.75	\$957.75
7	Remove / Replace Concrete Drive		SF	90	\$11.60	\$1,044.00
					<b>TOTAL ADD ALT:</b>	<b>\$6,459.99</b>
					<b>TOTAL:</b>	<b>\$16,818.64</b>
*	Maintenance Bond (2yr, 10%) (If Required):		LS	1	\$500.00	\$500.00

Pricing Excludes Seeding or Sodding Disturbed Areas

L.H. Lacy Company, Ltd.

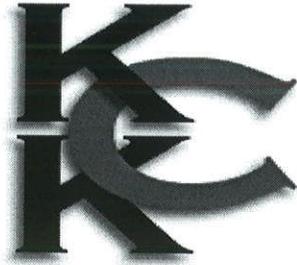
Submitted By: L.H. Lacy Company, Ltd.

Signed: \_\_\_\_\_

Printed Benjamin Drake

Title: Chief Estimator

Date: January 10, 2014



# KCK UTILITY CONSTRUCTION

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

To: CITY OF SACHSE, ENGINEERING DEPT.  
Attn: GREG PETERS, P.E.

Date: January 10, 2014  
Project: SACHSE ROAD LIFT STATION 8" SEWER  
SACHSE, TEXAS

Phone: 469-429-4792 Fax: [gpeters@cityofsachse.com](mailto:gpeters@cityofsachse.com)

We propose to provide equipment, labor and material to perform the following work:

SEWER ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
1	108	LF	8" PVC SDR-35 SEWER	\$ 95.00	\$ 10,260.00
2	2	EA	4' DIA STD MANHOLE	3,000.00	6,000.00
3	1	EA	CONN TO EX WET WELL (NO DROP)	1,400.00	1,400.00
4	20	LF	REM & REP EX CL FENCE	48.00	960.00
5	10	SY	REM & REP CONC PAVING	165.00	1,650.00
6	1	LS	TRENCH SAFETY	330.00	330.00
7	1	LS	SEWER TEST	650.00	650.00
<b>TOTAL QUOTE:</b>					<b>\$ 21,250.00</b>

### NOTES:

- This proposal does not include the following items:
  - Construction staking
  - Permits
  - Impact, tap or connection fees
  - Inspection fees
  - Water meters
  - Seeding or sodding
  - Landscaping
  - SWPPP
  - Adjustment of existing utilities
  - Tree clearing
  - Additional mobilization
  - Fence removal or replacement
  - sprinklers
  - Lab cost
  - Payment & Performance Bond
  - Grade to drain
- 3 working days required to substantially complete.
- Excess ditch excavation to be spread adjacent to ditch (Transport of surplus excavation by others).
- Erosion control is included for inlet bottoms only (all other erosion control by others).
- This proposal is based on the civil drawings dated 11/11/2013
- All underground conflicts to be relocated by others.
- Includes City required Maintenance Bond.
- We will generate approximately 46 CY of excess utility spoils. If required to haul-off add \$6.00 per CY.

Sincerely,

Mackie Klingbeil  
President



**Wilson Contractor Services, LLC**  
**107 Bell Avenue, Suite Three**  
**Denton, Texas 76201-4279**

**940-243-1174 Office**  
**940-898-1175 Fax**  
**www.wilsonconstruction.org**

REQUEST FOR CHANGE ORDER

**Owner Information**

Owner Name | City of Sachse, Texas  
 Address | 3815 Sachse Rd. Bldg B  
 Address | Sachse, TX 75048  
 Phone | (972) 495-7600

**Engineer Information**

Name | CobbFendley  
 Address | 6801 Gaylord Parkway Ste. 302  
 Address | Frisco, TX 75034  
 P.E. (Attn) | Mr. Don Wortham, Ph.D.  
 Phone | (972) 335-3214  
 Fax | (972) 335-3202  
 Email | DWortham@CobbFendley.com

**Job Information**

Job # | 2013-011  
 Job Name | Sanitary Sewer Improvements Lift Station, 16" Force Main & 27" Truck Line Renovations  
 Address | Merritt Rd & Sachse Rd. Lift Stations  
 Address | Sachse, TX 75048

RFCO # 2 revised

Date 1/22/2014

**Request to add 8' Gravity At the Sachse Rd. Lift Station**

Item	Description	Unit	Contract Qty	Unit Item Bid Total	Line Item Total
CO2.1	8" SDR35 PVC Gravity Sewer Main (w/ 6" Stub and Cap)	LF	88	\$40.00	\$3,520.00
CO2.2	4' Diameter CIP MH w/ 405 Raven Lining	Ea.	1	\$5,200.00	\$5,200.00
CO2.3	Connect of Existing LS	LS	1	\$1,100.00	\$1,100.00
CO2.4	Surveying/Staking	LS	1	\$450.00	\$450.00
CO2.5	8" SDR35 PVC Gasketed 45 deg bends	Ea.	2	\$50.00	\$100.00
					\$0.00
					\$0.00

NOTE: Existing concrete Sawcutting, Removal and replacement to be completed by CO Sachse C/O Request Total **\$10,370.00**

Prepared By:           *A. A. Martiney*           1/22/2014  
Date



## Legislation Details (With Text)

<b>File #:</b>	14-2006	<b>Version:</b>	1	<b>Name:</b>	2014 Red, White & Blue Blast Fireworks Contract
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	1/13/2014	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	2/3/2014	<b>Final action:</b>		<b>Final action:</b>	

**Title:** Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement and fire amendment thereto, by and between the City of Sachse, Texas, and Zambelli Fireworks Manufacturing Co. for a fireworks display on July 3, 2014, at Heritage Park; and providing for an effective date.

### Executive Summary

This Consent Agenda item authorizes the City Manager to execute a contract and addendum to the contract with Zambelli Fireworks in the amount of \$13,100 and set the date of July 3, 2014 for this year's Red, White & Blue Blast event.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [RWBB Contract presentation 012014.pdf](#)  
[2014 Fireworks Contract.pdf](#)  
[Zambelli Fireworks Addendum No 1 to Agreement012914.pdf](#)  
[51SACHSE Resolution Approving Zambelli Fireworks Agreement64552.pdf](#)

Date	Ver.	Action By	Action	Result
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### Title

Consider a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement and fire amendment thereto, by and between the City of Sachse, Texas, and Zambelli Fireworks Manufacturing Co. for a fireworks display on July 3, 2014, at Heritage Park; and providing for an effective date.

### Executive Summary

*This Consent Agenda item authorizes the City Manager to execute a contract and addendum to the contract with Zambelli Fireworks in the amount of \$13,100 and set the date of July 3, 2014 for this year's Red, White & Blue Blast event.*

### Background

The City held its first Independence Day fireworks show in 2008. The show in 2014 will be the city's seventh consecutive year to offer this community event. For the past two years, the Chamber of Commerce has assisted with obtaining sponsorships and vendor booths for the event. Last year's event was by far the most successful, with games, activities, vendor booths, food vendors, entertainment, and fireworks. In 2008, Zambelli provided the fireworks show at a cost of \$12,500. In 2009, we eliminated the small shells and requested nothing smaller than a 3" shell. The cost increased 5% to \$13,100. The price quoted for the 2014

show is \$13,100, the same price as the past six shows. This price brings one of the best fireworks shows in the area to Sachse.

The date of July 3 allows us to enjoy a 50% discount on the price of the fireworks. If we held the show on July 4, due to demand on Zambelli, the cost would be double what we have proposed here.

#### Policy Considerations

Council has expressed a desire to continue this community event.

#### Budgetary Considerations

The cost of the fireworks was budgeted for in the 2013-14 fiscal year budget. As in years past, staff will request financial support from Sachse EDC to use toward expenses and will again work with the Chamber to obtain sponsorships and vendors to help offset costs of activities and entertainment.

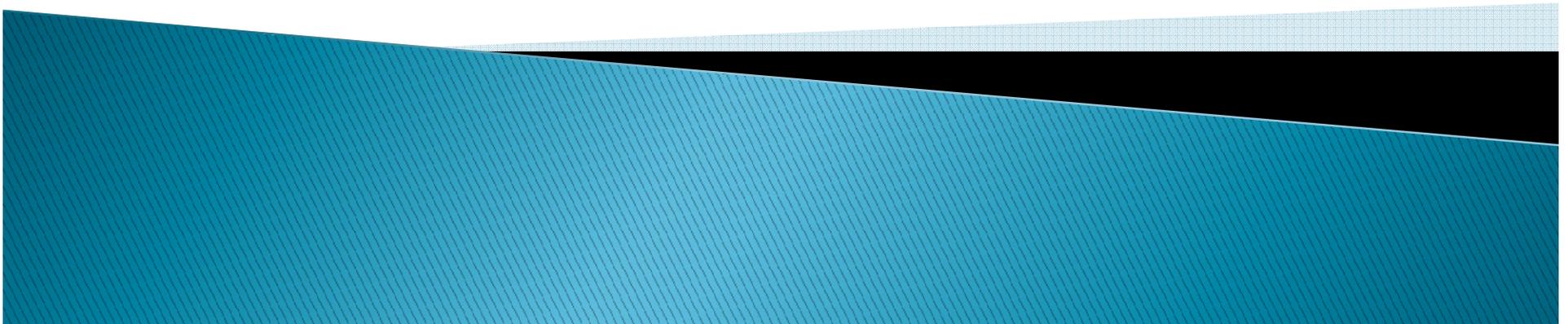
#### Staff Recommendations

Staff recommends approval of a resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement and fire amendment thereto, by and between the City of Sachse, Texas, and Zambelli Fireworks Manufacturing Co. for a fireworks display on July 3, 2014, at Heritage Park; and providing for an effective date, as a Consent Agenda Item.



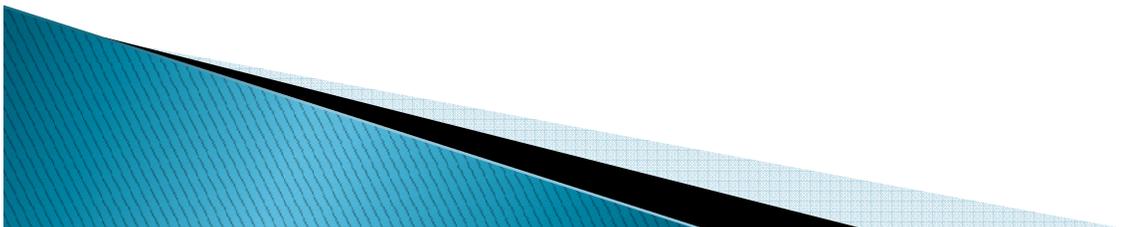
# **Sachse's Red, White & Blue Blast**

**July 3, 2013**



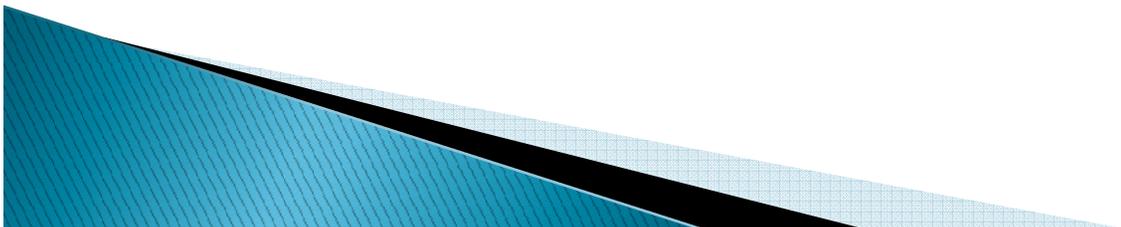
# RW&BB Budget (2013)

Source	Amount
City Budget	\$14,000
Sachse EDC Grant	\$5,500
TOTAL	\$19,500



# RW&BB Actual (2013)

Expenses	Amount
Budget and Grant	\$19,500.00
Fireworks	<\$13,100.00>
Production of Event	<\$10,169.92>
Sponsors (partnership with Chamber)	\$4,100.00
“In-kind Sponsors”	\$2,000.00
Vendor Booths	\$800.00
REMAINING FUNDS	\$3,130.08



# ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT for the sale of Fireworks made and concluded this 19th day of November A.D., 2013, by and between  
**Zambelli Fireworks Manufacturing Co.**, of New Castle, Pennsylvania, (hereinafter referred to as "Zambelli"),

-AND-

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

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

## ZAMBELLI agrees:

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

**Display Date: July 3, 2014** (Postponement Date: \_\_\_\_\_)(July 4<sup>th</sup> no available as a raindate)

**Contract Amount: \$13,100.00;** 50% due upon signing the Contract and balance due at Noon three days prior to the scheduled display date; all payments shall be made by Draft, Certified Check or Wire Transfer. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing; NO CASH shall be paid to any agent or employee of Zambelli without written authority.

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

## CLIENT further agrees:

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

## The PARTIES mutually agree:

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

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

FOR CLIENT:

FOR ZAMBELLI FIREWORKS MANUFACTURING CO.

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

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

Please sign contract where indicated for Client and return all copies for final acceptance to:

**Zambelli Fireworks Manufacturing Co.**

PO Box 1463

New Castle, PA 16103

724-658-6611

800-245-0397

FAX 724-658-8318

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

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

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

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

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

8. Severability. In the event any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
9. Independent Contractor. It is understood and agreed by and between the parties that Zambelli in satisfying the conditions of the Agreement, is acting independently, and that Client assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Zambelli pursuant to the Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of Client. Zambelli shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of the Agreement.
10. Insurance
  - a. Zambelli shall during the term hereof maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Zambelli's performance of services pursuant to the Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Zambelli, its officers, agents, and employees, and used in the performance of the Agreement; and (3) statutory Worker's Compensation Insurance covering all of Zambelli's employees involved in the provision of services under the Agreement.
  - b. All insurance and certificate(s) of insurance shall contain the following provisions: (1) name Client, its officers, agents and employees as additional insured's as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to Client for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against Client for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
  - c. All insurance companies providing the required insurance shall either be authorized to transact business in Texas and rated at least "B" by AM Best or other equivalent rating service, or be approved by Client's Risk Manager.
  - d. A certificate of insurance evidencing the required insurance shall be submitted to the Projects Manager and Risk Manager prior to commencement of Events.

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

1. THE FIREWORKS DISPLAY PROVIDED BY ZAMBELLI TO CLIENT ON JULY 3, 2014, OR ON ANY ALTERNATE DAY CHOSEN FOR THE DISPLAY.
2. THE ACTIONS OF ZAMBELLI, ITS EMPLOYEES, AGENTS OR OFFICERS ON THE PREMISES OF HERITAGE PARK-SACHSE, TEXAS.

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

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

*[Signatures on following page]*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**City of Sachse, Texas**

By: \_\_\_\_\_  
William K. George, City Manager

**Approved as to form:**

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

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Zambelli Fireworks Manufacturing Company

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

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

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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT AND FIRST ADDENDUM THERETO, BY AND BETWEEN THE CITY OF SACHSE, TEXAS, AND ZAMBELLI FIREWORKS MANUFACTURING CO. FOR A FIREWORKS DISPLAY ON JULY 3, 2014, AT HERITAGE PARK; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Sachse has been presented with a proposed Agreement and First Addendum thereto between the City of Sachse and Zambelli Fireworks Manufacturing Co. (the "Agreement") for a fireworks display on July 3, 2014, at Heritage Park;

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

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

**SECTION 1.** That the City Manager is hereby authorized to execute the Agreement and First Addendum thereto, attached hereto as Exhibit "A", with Zambelli Fireworks Manufacturing Co. for a fireworks display on July 3, 2014, at Heritage Park.

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

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

CITY OF SACHSE, TEXAS

\_\_\_\_\_  
Mike Felix, Mayor

ATTEST:

\_\_\_\_\_  
Terry Smith, City Secretary

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



Legislation Details (With Text)

**File #:** 14-2026      **Version:** 1      **Name:** Monthly Revenue and Expenditure Report for December 2013  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 1/27/2014      **In control:** City Council  
**On agenda:** 2/3/2014      **Final action:**

**Title:** Consider receiving the Monthly Revenue and Expenditure Report for the period ending December 31, 2013.

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 report is for the month ended December 31, 2013.

Sponsors:

Indexes:

Code sections:

- Attachments:** [GF 12-31-2013.pdf](#)  
[UF 12-31-2013.pdf](#)  
[DS 12-31-2013.pdf](#)  
[SEDC 12-31-2013.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider receiving the Monthly Revenue and Expenditure Report for the period ending December 31, 2013.

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 report is for the month ended December 31, 2013.*

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 December 31, 2013.

Policy Considerations

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

Budgetary Considerations

N/A

### Staff Recommendations

Staff recommends that the City Council receive the Monthly Revenue and Expenditure Report for the period ending December 31, 2013 as a Consent Agenda item.

**City of Sachse**  
 Monthly Revenue and Expenditure Report  
 December 31, 2013  
 (Unaudited)

**GENERAL FUND**

25% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 25%
<b>Revenue Summary</b>					
Property Tax	\$ 6,866,469	\$ 3,449,093	\$ 3,872,080	56.39%	<b>A</b>
Sales Tax	875,193	56,661	224,847	25.69%	
Franchise Fees	1,431,811	26,980	336,998	23.54%	
Licenses and Permits	531,650	122,552	209,748	39.45%	
Service Fees	531,173	156,824	287,865	54.19%	
Fines	365,000	12,193	42,384	11.61%	
Interest Income	5,000	456	607	12.13%	
Miscellaneous Income	141,097	4,558	39,709	28.14%	
Intergovernmental Revenue	945,617	78,801	236,404	25.00%	
<b>Total Revenue</b>	<b>\$ 11,693,010</b>	<b>\$ 3,908,119</b>	<b>\$ 5,250,642</b>	<b>44.90%</b>	
<b>Expenditure Summary</b>					
City Manager	\$ 316,601	\$ 23,420	\$ 76,538	24.18%	
City Secretary	161,036	12,721	39,362	24.44%	
Human Resources	238,777	17,840	51,579	21.60%	
Finance	488,373	39,591	125,784	25.76%	
Municipal Court	171,190	11,282	32,675	19.09%	
Parks & Recreation	778,069	59,400	174,482	22.43%	
Senior Programs	106,526	8,087	24,163	22.68%	
Library Services	295,001	22,636	75,173	25.48%	
Community Development	612,651	44,696	144,963	23.66%	
Streets & Drainage	1,060,526	81,687	213,974	20.18%	
Facility Maintenance	319,638	25,764	63,998	20.02%	
Police	3,165,608	250,317	802,378	25.35%	
Animal Control	154,026	12,415	38,303	24.87%	
Fire/EMS	2,274,839	170,351	521,087	22.91%	
Combined Services	1,217,006	75,818	421,481	34.63%	<b>B</b>
City Engineer	263,883	17,602	53,028	20.10%	
<b>Total Expenditures</b>	<b>\$ 11,623,750</b>	<b>\$ 873,627</b>	<b>\$ 2,858,968</b>	<b>24.60%</b>	
<b>Total Revenue Over/Under Expenses</b>	<b>\$ 69,260</b>	<b>\$ 3,034,492</b>	<b>\$ 2,391,673</b>		

**Explanation of Major Variances:**

- A** Property tax collections peak in December and January
- B** Full-year premium property/liability insurance posted in October

**City of Sachse**  
 Monthly Revenue and Expenditure Report  
 December 31, 2013  
 (Unaudited)

**UTILITY FUND**

25% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 25%
<b>Revenue Summary</b>					
Water Revenue	\$ 4,062,949	\$ 209,394	\$ 816,097	20.09%	
Sewer Revenue	3,092,342	262,440	787,652	25.47%	
Fees	162,200	17,462	62,435	38.49%	
Impact Fees	-	-	-		<b>A</b>
Interest Income	3,500	167	21	0.59%	
Miscellaneous Income	1,000	-	-	0.00%	
<b>Total Revenue</b>	<b>\$ 7,321,991</b>	<b>\$ 489,463</b>	<b>\$ 1,666,204</b>	<b>22.76%</b>	
<b>Expenditure Summary</b>					
Utility Administration	\$ 268,754	\$ 24,570	\$ 60,134	22.38%	
Water Operations	3,990,717	307,255	961,979	24.11%	
Sewer Operations	3,006,735	244,781	919,606	30.58%	
Meter Reading	126,110	10,491	44,231	35.07%	
<b>Total Expenditures</b>	<b>\$ 7,392,316</b>	<b>\$ 587,098</b>	<b>\$ 1,985,950</b>	<b>26.87%</b>	
<b>Total Revenue Over/Under Expenses</b>	<b>\$ (70,325)</b>	<b>\$ (97,635)</b>	<b>\$ (319,746)</b>		

**Explanation of Major Variances:**

**A** Impact Fees are no longer reported in the Utility Fund

Monthly Revenue and Expenditure Report  
December 31, 2013  
(Unaudited)

**Debt Service Fund**

25% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 25%
<b>Revenue Summary</b>					
Property Tax	\$ 2,915,826	\$ 1,448,167	\$ 1,625,331	55.74%	<b>A</b>
Interest Income	1,500	102	64	4.29%	
<b>Total Revenue</b>	<b>\$ 2,917,326</b>	<b>\$ 1,448,269</b>	<b>\$ 1,625,396</b>	<b>55.72%</b>	
<b>Expenditure Summary</b>					
Fees	\$ 1,000	\$ -	\$ -	0.00%	
Principal	1,125,000		-	0.00%	<b>B</b>
Interest	1,798,531			0.00%	<b>B</b>
<b>Total Expenditures</b>	<b>\$ 2,924,531</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	
<b>Total Revenue Over/Under Expenses</b>	<b>\$ (7,205)</b>	<b>\$ 1,448,269</b>	<b>\$ 1,625,396</b>		

**A** Property tax collections peak in the months of December and January

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

**City of Sachse**  
 Monthly Revenue and Expenditure Report  
 December 31, 2013  
 (Unaudited)

**SACHSE ECONOMIC DEVELOPMENT CORPORATION**

25% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 25%
<b>Revenue Summary</b>					
Sales Tax	\$ 429,796	\$ 28,330	\$ 110,028	25.60%	
Interest Income	7,500	3,188	3,250	43.33%	
<b>Total Revenue</b>	<b>\$ 437,296</b>	<b>\$ 31,518</b>	<b>\$ 113,277</b>	<b>25.90%</b>	
<b>Expenditure Summary</b>					
Expenditures	507,757	(8,501)	40,761	8.03%	A
<b>Total Expenditures</b>	<b>\$ 507,757</b>	<b>\$ (8,501)</b>	<b>\$ 40,761</b>	<b>8.03%</b>	
<b>Total Revenue Over/Under Expenses</b>	<b>\$ (70,461)</b>	<b>\$ 40,019</b>	<b>\$ 72,516</b>		

**Explanation of Major Variances:**

**A** Payroll expenses were adjusted for accrued leave balances of terminated employee



Legislation Details (With Text)

**File #:** 14-2031      **Version:** 1      **Name:** Employee Recognition 4th Quarter 2013  
Employee Recognition 4th Quarter 2013

**Type:** Agenda Item      **Status:** Agenda Ready

**File created:** 1/29/2014      **In control:** City Council

**On agenda:** 2/3/2014      **Final action:**

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

Executive Summary  
Each quarter the City Council recognizes the Employee of the Quarter.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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**Title**  
Recognize employees for their service to the City of Sachse.

*Executive Summary*  
*Each quarter the City Council recognizes the Employee of the Quarter.*

Background  
**Employee of the Quarter**  
**Gary Burcalow - IT Technician**

Most of the times Gary is contacted, it is an "emergency". Although Gary is one person responsible for an entire City's IT needs, he treats each request in a professional manner. Given his sometimes limited resources, Gary always thinks of a way to solve a problem. Sometimes issues may take a while to solve, but Gary is up front in expectations.

Dependability is one of Gary's best traits. There has been numerous times where Help Desk tickets have been solved after hours or on the weekends. Gary is far outnumbered by his customers and the devices he supports. However, he still manages to solve problems in a timely manner. Gary treats his customers with respect and works tirelessly to solve problems.

Policy Considerations  
None

Budgetary Considerations

None

Staff Recommendations

Staff recommends that the presentation be made by Mayor Felix.



Legislation Details (With Text)

<b>File #:</b>	14-2032	<b>Version:</b>	2	<b>Name:</b>	Sachse Police Department Annual Staff Presentation
<b>Type:</b>	Agenda Item	<b>Status:</b>			Agenda Ready
<b>File created:</b>	1/29/2014	<b>In control:</b>			City Council
<b>On agenda:</b>	2/3/2014	<b>Final action:</b>			
<b>Title:</b>	Sachse Police Department Annual Staff Presentation				
	Executive Summary Present Annual Report of Police Activities.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Power Point - Council Feb 2014</a>				

Date	Ver.	Action By	Action	Result
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Title  
Sachse Police Department Annual Staff Presentation

*Executive Summary  
Present Annual Report of Police Activities.*

Background  
Present Annual Report

Policy Considerations  
None

Budgetary Considerations  
None

Staff Recommendations  
None

# Sachse Police Department Annual Report

“Our Goal is nothing less than being the  
Best Small Police Department in North Texas”

# 2013 Crime Occurrences

- In 2013 we experienced a 7.5% reduction in serious crime and a 7.1% reduction in total crime. We consider that pretty remarkable considering the increase in population.
- There were no Homicides in 2013. Sexual Assaults declined slightly. Robberies, Criminal Mischief and Auto Theft declined significantly.
- Burglary rebounded from a low of 36 in 2012 to 53 in 2013.
- When minor crimes are factored into our crime occurrence rate, we find that it is actually lower than several previous reporting years.

# 2013 Crime – The Stats

- |                            | 2009        | 2010        | 2011        | 2012        | 2013        |
|----------------------------|-------------|-------------|-------------|-------------|-------------|
| • <b>Total (Top 7)</b>     | <b>225</b>  | <b>292</b>  | <b>250</b>  | <b>281</b>  | <b>260</b>  |
| • <b>Total (All crime)</b> | <b>1224</b> | <b>1295</b> | <b>1479</b> | <b>1505</b> | <b>1398</b> |
- Top 7 Uniform Crime Reports include: Homicide, Sexual Assault, Aggravated Assault, Robbery, Burglary, Theft, and Auto Theft.
  - Several years ago the FBI added most crimes, including minor ones, to the UCR system. Our total numbers show that Sachse's crime rates, even when minor crimes are added, remains relatively stable.

# Calls for Service

- Total calls for service dropped fairly significantly (20%) in 2013, a bit surprising considering population and traffic increases. Lower staffing also contributes to this statistic.
- Motor vehicle accident occurrences remain stable with only a slight increase of six accidents
- Burglary/robbery alarms remained at a somewhat lower level than in previous years.
- Community Policing calls dropped significantly last year, in part due to a reporting change, but also due to being short staffed.

# 2013 Enforcement

<b>Enforcement Activity</b>	<b>Year:</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
Arrests		673	584	695	677	655
Citations/Warnings		3270	2874	3181	3650	3038
Warrants Cleared		1242	1108	1259	1245	1166

- The level of enforcement contacts is very appropriate and fits well in our Value Based Policing Model.

# Pursuits 2013

- One of the requirements of Best Practices Recognition is that we track Use of Force & Vehicle Pursuit occurrences. Pursuit documented by our department in 2013:
- 3 Total
- 2 Arrests
- 1 of the 3 was discontinued due to overt dangerousness to the public. Another went less than a block. The third one pulled over and stopped.
- No injuries to suspect/officer/citizen, one suspect vehicle damaged. No policy violations

# Use of Force

- 24 Total Use of Force events.
  - 15 Arrests
  - No severe Injuries to officers, suspects or third parties.
  - No complaints due to Use of Force, no policy violations.
- Nature of Force Used
  - 3 Soft Empty Hand
  - 3 Taser Displayed
  - 4 Taser Deployed
  - 13 Firearm Displayed
  - 1 Firearm Deployed
- Perspective: 655 physical arrests, 1166 arrest warrants served and 2113 citations issued.

# Active Shooter Response

- We continue to place a great deal of emphasis on School Security, and the Active Shooter issue and it's potential danger to the entire community. We have completed our training with the community and met with hundreds and hundreds of our citizens during these programs. We think, one day, lives will be saved because of this training.
- We continue to work closely with both GISD and WIDS in moving forward with security improvements.

# Victim Advocate Volunteer

- We have partnered with Murphy and Wylie Police Departments and now share the services of a part-time Victim Advocate Volunteer.
- Ms. Angela Thomas divides her time between the three cities, depending on case load. She is currently pursuing Grant possibilities through North Central Texas Council of Government (NCTCOG) to help fund the position.
- The reaction from victims she has worked with has been extremely positive.

# Sachse Animal Shelter

- I remain very pleased with the Animal Shelter and its Staff. They just do a great job with limited resources. While their call numbers remain stable, they are stable at a high rate.
- They experienced 2508 calls for service in 2013, a decline of 8%.
- Animal impoundments rose 07% with adoptions declining 16%.
- There was a 12% increase in reported animal bites in 2013.
- A new focus on Facebook adoptions seems to really be being used with great success. One day last week, the dog side of the shelter was empty.
- We, Staff & Shelter Board & Commission, will begin looking at the potential for increasing space in the coming year.

# Retention

- In 2013 six officers and 3 dispatchers left the department.
  - 1 Medical/Injury Retirement
  - 1 Regular Retirement
  - 3 Positions with larger agencies
  - 2 Left during Field Training Phase
  - 2 Left to pursue other opportunities

## What's Next?

- Hire & fill vacancies in police, records and dispatch.
- Participate in Neighborhood Meetings to advance our Community Based Programs.
- Community based Identity Theft Training.
- In the early stages of planning a new crime-prevention initiative.
- Citizens Police Academy. The next session will be for adults.



Legislation Details (With Text)

<b>File #:</b>	14-2019	<b>Version:</b>	1	<b>Name:</b>	CD - MASONRY WALLS DISCUSSION
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	1/16/2014	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	2/3/2014	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Discuss the existing perimeter masonry walls associated with portions of the Sachse on the Creek Phases 1 & 2, Park Lake Estates Phases 2 & 4, Hudson Crossing Phases 1 & 2, and Westgate subdivisions.				
	<p>Executive Summary</p> <p>There have been several previous discussion items where City Council has been briefed regarding the status of the masonry walls constructed as part of the Sachse on the Creek Phases 1 &amp; 2, Park Lake Estates Phases 2 &amp; 4, Hudson Crossing Phases 1 &amp; 2, and Westgate subdivisions. The purpose of this discussion item is to provide the most recent updates and findings.</p>				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">CD - MASONRY WALLS DISCUSSION - PRESENTATION.pdf</a> <a href="#">CD - MASONRY WALLS DISCUSSION - ATTACHMENT 1.pdf</a> <a href="#">CD - MASONRY WALLS DISCUSSION - ATTACHMENT 2.pdf</a> <a href="#">CD - MASONRY WALLS DISCUSSION - ATTACHMENT 3.pdf</a> <a href="#">CD - MASONRY WALLS DISCUSSION - ATTACHMENT 4.pdf</a> <a href="#">CD - MASONRY WALLS DISCUSSION - ATTACHMENT 5.pdf</a>				

Date	Ver.	Action By	Action	Result
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Title

Discuss the existing perimeter masonry walls associated with portions of the Sachse on the Creek Phases 1 & 2, Park Lake Estates Phases 2 & 4, Hudson Crossing Phases 1 & 2, and Westgate subdivisions.

*Executive Summary*

*There have been several previous discussion items where City Council has been briefed regarding the status of the masonry walls constructed as part of the Sachse on the Creek Phases 1 & 2, Park Lake Estates Phases 2 & 4, Hudson Crossing Phases 1 & 2, and Westgate subdivisions. The purpose of this discussion item is to provide the most recent updates and findings.*

Background

Previous discussion items were held before City Council on February 18, 2013, May 6, 2013, and June 17, 2013 in order to provide background information on the perimeter masonry

walls associated with portions of the following four subdivisions:

1. Sachse on the Creek Phases 1 & 2
2. Park Lake Estates Phases 2 & 4
3. Hudson Crossing Phases 1 & 2
4. Westgate

For the purpose of this discussion it is important to mention the prior action that occurred related to the Orchard Grove screening wall. While this was discussed at prior meetings, this information was not at the forefront of the discussions that occurred at City Council from February - May 2013, because the issue had been settled by that point. It should be noted the ultimate maintenance of these walls by the individual homeowners created a precedence that is wholly supported by our current legal framework of not using public funds to support improvements on private property.

Below is a timeline of activities that have occurred since and including the initial meeting with City Council on February 18, 2013.

- February 18, 2013 - City Council Discussion Item. At this meeting, staff presented a background of the masonry walls associated with each of the four aforementioned subdivisions. This discussion included a presentation of the survey of screen walls for these four subdivisions and whether or not the screen walls are located in public right-of-way or on private property.
- May 6, 2013 - City Council Discussion Item. At this meeting, staff presented City Council its research findings as it pertained to Plat records, City correspondence records and recorded deeds. In addition, staff presented City Council with several options for maintenance, including solely private or City partnerships with HOA's/homeowners. Finally, staff received direction from City Council to begin correspondence with homeowners to seek additional information that may assist in establishing a dialogue moving forward.
- May 14, 2013 - Correspondence with Homeowners. Based on the direction staff received at the May 6, 2013, City Council meeting, a letter was mailed to all residents with masonry walls located in Sachse on the Creek Phases 1 & 2, Park Lake Estates Phases 2 & 4, Hudson Crossing Phases 1 & 2, and Westgate. This letter showed staff's research pertaining to recorded deeds and plats, and requested homeowners to provide any additional information that felt pertinent. See Attachment 1 for a copy of this letter.
- May 30, 2013 - Sachse on the Creek Phase I HOA Meeting. Meeting attended by Marc Kurbansade, Director of Community Development, and Gregory Peters, City

Engineer. This meeting was also attended by Councilman Brett Franks. The goal of this meeting was to discuss the research progress made and meet the newly installed HOA Board members.

- August 27, 2013 - Letter Sent to Hudson Crossing Phase 1 & 2. City staff sent a letter to homeowners of Hudson Crossing Phase 1 and 2 referencing a recorded Declaration of Covenants, Conditions and Restrictions (CCR's) for each respective phase. This letter explained that the CCR's made reference to masonry walls being the homeowners' responsibility. See Attachment 2 for a copy of the letter sent, Attachment 3 for copy of the CCR's from Hudson Crossing Phase 1, and Attachment 4 for copy of the CCR's from Hudson Crossing Phase 2.
- November 14, 2013 - Sachse on the Creek Phase I HOA Meeting. City staff attended a portion of this meeting at the Public Library. During this meeting the HOA notified staff that they were pursuing the construction of a six-foot tall board-on-board wood fence. Based on the recorded CCR's for this subdivision (See Attachment 5), the HOA is clearly responsible for maintenance of this wall/fence.
- December 4, 2013 - Sachse on the Creek Phase I HOA Fence Permit. A Fence Permit was issued on December 4, 2013 and work has been completed and inspected.

### Policy Considerations

Based on the information researched and prior direction provided by City Council, City staff is offering the following recommendation for long-term maintenance. It should be noted that this recommendation has a basis in our existing legal framework.

- Sachse on the Creek Phase 1 - This wall was removed and replaced with a wood fence December 2013/January 2014. Future long-term maintenance will be the responsibility of the HOA.
- Sachse on the Creek Phase 2 - This wall will be maintained by individual homeowner (s) since the HOA is not currently active.
- Park Lake Estates Phase 2 - Only Lot 19, Block E of the subdivision has a portion of the wall on private property, which would remain the responsibility of that homeowner. The remaining sections of the masonry wall constructed in City right-of-way would require City maintenance.
- Park Lake Estates Phase 4 - This wall will be maintained by Homeowner's Association and/or individual property owners.
- Hudson Crossing Phase 1 & 2 - This wall will be maintained by individual homeowners based on recorded CCR's.
- Westgate - This wall will be maintained by individual homeowner(s) since an HOA was not created and/or is not currently active to the best of staff's knowledge.

### Budgetary Considerations

City staff will need to explore the maintenance costs associated with the long-term maintenance of the portion of Park Lake Estates Phase 2 (Lot 19, Block E) in City right-of-way.

### Staff Recommendations

No specific feedback is being requested as this is only an informational item.



## **CITY COUNCIL**

FEBRUARY 3, 2014

### **OUTLINE**

- ❑ Background / Wall Locations
- ❑ Recap of Previous Communication with Residents and Meetings, Including a Summary of Research Findings
- ❑ Discuss Options Moving Forward



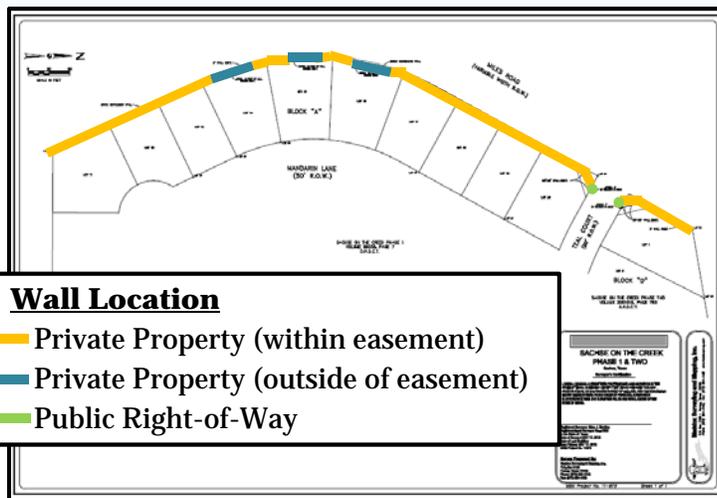
# BACKGROUND

## SACHSE ON THE CREEK PHASES I & II



# BACKGROUND

## SACHSE ON THE CREEK PHASES I & II



# BACKGROUND

## PARK LAKE ESTATES PHASES II & IV

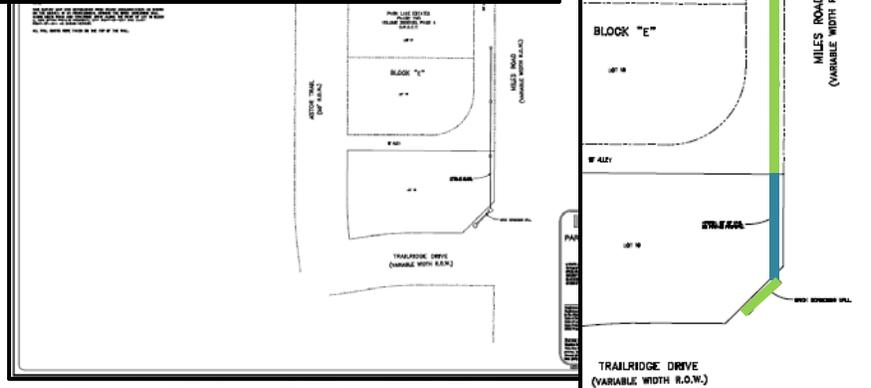


# BACKGROUND

## PARK LAKE ESTATES PHASES II & IV

### Wall Location

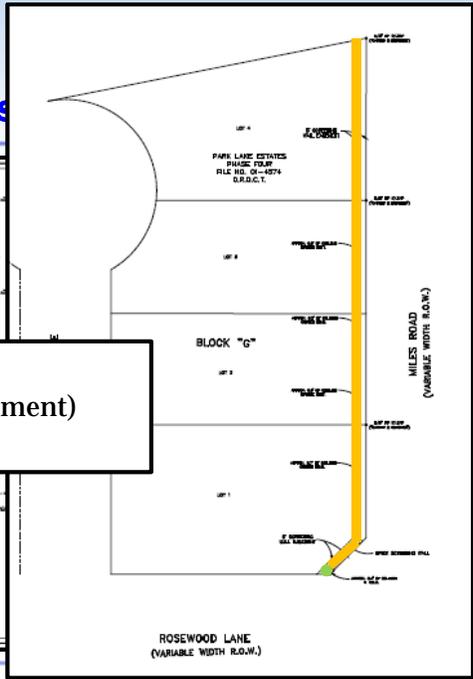
- Private Property (outside of easement)
- Public Right-of-Way



# BACKGROUND PARK LAKE ESTATES



**Wall Location**  
— Private Property (within easement)  
— Public Right-of-Way



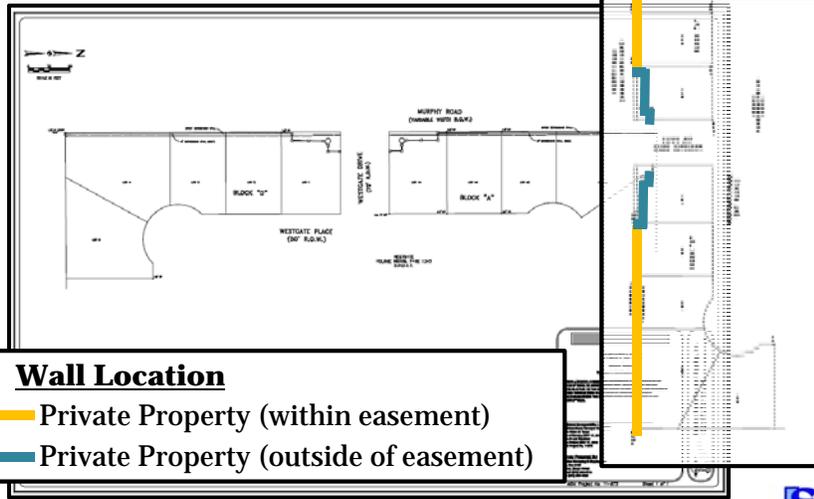
# BACKGROUND HUDSON CROSSING PHASES I & II





# BACKGROUND

## WESTGATE – NORTHERN SECTION

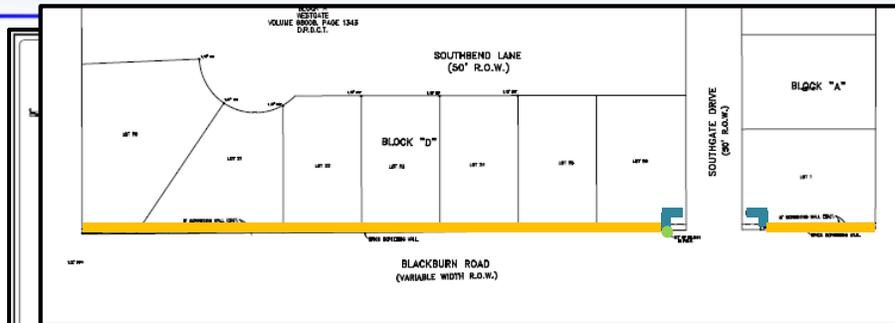


- Wall Location**
- Private Property (within easement)
  - Private Property (outside of easement)

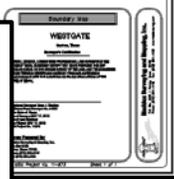


# BACKGROUND

## WESTGATE – SOUTHERN SECTION



- Wall Location**
- Private Property (within easement)
  - Private Property (outside of easement)
  - Public Right-of-Way



## **BACKGROUND**

### **PRIOR ACTION AT ORCHARD GROVE**

- ❑ Discussed at February 2013 – May 2013 meetings, but not at forefront because the issue had been settled by that point.
- ❑ Ultimate maintenance of these walls by the individual homeowners created a precedence that is wholly supported by our current legal framework of not using public funds to support improvements on private property.



## **BACKGROUND**

### **PREVIOUS COMMUNICATION/MEETINGS**

#### February 18, 2013 – City Council Discussion Item

- ❑ Background /Survey of Wall Locations with respect to public right-of-way or private property.

#### May 6, 2013 – City Council Discussion Item.

- ❑ Staff presented City Council research findings (Plat records, City correspondence records and recorded deeds)
- ❑ Staff presented City Council with several options for maintenance, including solely private or City partnerships with HOA's/homeowners.
- ❑ Staff received direction from City Council to begin correspondence with homeowners to seek additional information that may assist in establishing a dialogue moving forward.



## **BACKGROUND**

### **PREVIOUS COMMUNICATION/MEETINGS**

#### May 14, 2013 – Correspondence with Homeowners.

- ❑ Based on the City Council direction, a letter was mailed to all residents with masonry walls located in Sachse on the Creek Phases 1 & 2, Park Lake Estates Phases 2 & 4, Hudson Crossing Phases 1 & 2, and Westgate. This letter showed staff's research pertaining to recorded deeds and plats, and requested homeowners to provide any additional information that felt pertinent.



## **BACKGROUND**

### **PREVIOUS COMMUNICATION/MEETINGS**

#### May 30, 2013 – Sachse on the Creek Phase I HOA Meeting.

- ❑ Meeting attended by Staff (Marc Kurbansade and Greg Peters) as well as Councilman Franks.
- ❑ Discussed research progress made and met the newly installed HOA Board members.

#### August 27, 2013 – Letter Sent to Hudson Crossing Phase 1 & 2.

- ❑ City staff sent a letter to homeowners of Hudson Crossing Phase 1 and 2 referencing a recorded Declaration of Covenants, Conditions and Restrictions (CCR's) for each respective phase.
- ❑ This letter explained that the CCR's made reference to masonry walls being the homeowners' responsibility.



## **BACKGROUND**

### **PREVIOUS COMMUNICATION/MEETINGS**

#### November 14, 2013 – Sachse on the Creek Phase I HOA Meeting.

- ❑ HOA notified staff that they were pursuing the construction of a six-foot tall board-on-board wood fence.

#### December 4, 2013 – Sachse on the Creek Phase I HOA Fence Permit.

- ❑ A Fence Permit was issued on December 4, 2013 and work has been completed and inspected.



## **POLICY CONSIDERATIONS**

### **STAFF RECOMMENDATIONS**

#### Sachse on the Creek Phase 1

This wall was removed and replaced with a wood fence December 2013/January 2014. Future long-term maintenance will be the responsibility of the HOA.

#### Sachse on the Creek Phase 2

This wall will be maintained by individual homeowner(s) since the HOA is not currently active.

#### Park Lake Estates Phase 2

Only Lot 19, Block E of the subdivision has a portion of the wall on private property, which would remain the responsibility of that homeowner. The remaining sections of the masonry wall constructed in City right-of-way would require City maintenance.



## **POLICY CONSIDERATIONS**

### **STAFF RECOMMENDATIONS**

#### Park Lake Estates Phase 4

This wall will be maintained by Homeowner's Association and/or individual property owners.

#### Hudson Crossing Phase 1 & 2

This wall will be maintained by individual homeowners based on recorded CCR's.

#### Westgate

This wall will be maintained by individual homeowner(s) since an HOA was not created and/or is not currently active to the best of staff's knowledge.



## **BUDGETARY CONSIDERATIONS**

- ❑ Dependent upon maintenance responsibility determined for Park Lake Estates Phase 2





**Community Development  
Department**

May 14, 2013

<<Property Owner>>

<<Address>>

<<City, State, ZIP>>

**RE: Masonry Screening Wall Update**

Dear Homeowner,

This letter is being written to initiate or continue dialogue with you regarding the masonry screening wall currently constructed on or adjacent to your property. The goal is to gather the information necessary to determine maintenance responsibility of the masonry wall.

The maintenance of masonry screening walls like the one constructed on or adjacent to your property is dependent upon a number of factors. In order to accurately make a determination, the City is asking homeowners to assist the City in researching all necessary information in order to make an informed decision. Below is a listing of legal documents the City has access to and has already researched. **THERE IS NO NEED TO PROVIDE THESE DOCUMENTS TO THE CITY:**

1. The City contracted with a surveying consultant to perform a survey in order to accurately locate the position of the masonry screening walls. This survey provided the location of the screening wall with respect to existing property lines and easements. This survey showing the masonry wall location is included with this letter.
2. City staff researched the **Legal Plats** for each subdivision in order to verify any easements that may exist and/or language that may exist with regard to maintenance responsibility.
3. City staff researched the **deeds** that are of public record pertaining to the last sale/transaction associated with your property. These deeds were researched in order to discover any language related to maintenance responsibility.

**In order to complete the research, City staff is requesting homeowners verify their records to see if they are in the possession of any legal documents that would provide additional information.** Examples of these documents would include **restrictive covenants**, which are typically a part of the **Title Policy** that is issued to a homeowner upon closing of their property. Please provide any information that you may have by **June 1, 2013**, so that we may move forward on this matter.

As stated above, staff wishes to initiate dialogue so that we may collectively reach an informed decision. **Please note that you are not obligated or required in any way to provide information. Any information would be provided simply on a voluntary basis.** Please do not hesitate to contact me at (469) 429-4781 with any questions you may have. Thank you.

Regards,



Marc Kurbansade, AICP  
Director of Community Development

Enclosures



**Community Development  
Department**

August 27, 2013

<<Property Owner>>

<<Address>>

<<City, State, ZIP>>

**RE: Masonry Screening Wall Update  
Hudson Crossing Phase 1**

Dear Homeowner:

A letter dated May 14, 2013, was mailed to you regarding maintenance of the masonry screening walls in your subdivision. In that correspondence, you were informed of the following information:

1. The City contracted with a surveying consultant to perform a survey in order to accurately locate the position of the masonry screening walls. This survey provided the location of the screening wall with respect to existing property lines and easements.
2. City staff researched the Legal Plats for each subdivision in order to verify any easements that may exist and/or language that may exist with regard to maintenance responsibility.
3. City staff researched the deeds that are of public record pertaining to the last sale/transaction associated with your property. These deeds were researched in order to discover any language related to maintenance responsibility.

In the May 14, 2013 correspondence you were provided a copy of the survey and the Legal Plat pertaining to your property. You were also informed that City staff was requesting additional information pertaining to the maintenance of masonry screening walls associated with your property/subdivision. This additional information has been located and consists of the "Declaration of Covenants, Conditions and Restrictions for Hudson Crossing – Phase 1", which was filed with Dallas County on June 18, 1998. Please refer to Section 1.13 of the enclosed

document, which states the homeowners' responsibility for the maintenance of masonry screening walls located on their property. Based on this document, it is understood that continued maintenance of the masonry screening walls is the responsibility of the respective homeowners where the wall is located on private property, including your property.

Please do not hesitate to contact me at (469) 429-4781 with any questions you may have. Thank you.

Regards,



Marc Kurbansade, AICP  
Director of Community Development

Enclosures



Section 1.2 Single-Family Use. Each residence may be occupied by only one (1) family consisting of persons related by blood, adoption or marriage or no more than two (2) unrelated persons living and cooking together as a single housekeeping unit, together with any household servants.

Section 1.3 Garage Required. Each residence shall have a garage suitable for parking not less than two (2) standard size automobiles, which garage conforms in design and materials with the main structure. All houses with an alley abutting the rear lot line shall have a garage opening toward the alley, unless otherwise permitted by the Committee. The entrance to all attached garages shall not face any street. Detached garages shall be constructed ten (10) feet behind the main building and may have an entrance that faces the street.

Section 1.4 Restrictions on Resubdivision. None of the Lots shall be subdivided into smaller lots.

Section 1.5 Driveways. All driveways shall be surfaced with concrete or similar substance that is approved by the Committee.

Section 1.6 Uses Specifically Prohibited.

(A) No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, which may be placed on a Lot only in places which are not visible from any street on which the Lot fronts) shall be permitted on any Lot. No building material of any kind or character shall be placed or stored upon the property until the owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the Lot upon which the improvements are to be erected.

(B) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pickup camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street on the Property, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless completely concealed from public view. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity of the applicable residence.

(C) Trucks with tonnage in excess of one (1) ton and any vehicle with painted advertisement shall not be permitted to park overnight on the Property except those used by a builder during the construction of improvements on the Property.

(D) No vehicle of any size which transports inflammatory or explosive cargo or hazardous material may be kept on the Property at any time.

(E) No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pickup trucks and pickup trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas. No inoperative cars or vehicles of any type or nature may be kept or situated on the Property.

(F) No structure of a temporary character, such as a trailer, basement, tent, shack, barn or other out-building shall be used on the Property at any time as a dwelling house; provided, however, that any builder may maintain and occupy model houses, sales offices and construction trailers on the Property during the construction period.

(G) No oil or gas drilling, oil or gas development operation, oil or gas refining, quarrying or mining operations of any kind shall be permitted on the Property, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Property. No derrick or other structure designed for using in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted on the Property.

(H) No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property except that dogs, cats or other household pets may be kept for the purpose of providing companionship for a private family in each residence. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose and intent of these provisions to restrict the use of the Property so that no person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks, reptiles or any other animals that may interfere with the quietude, health or safety of the community. No more than four (4) pets will be permitted on each Lot. Pets must be restrained or confined in the back of each Lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the Lot clean and free of pet debris. All animals must be properly tagged for identification.

(I) No Lot or other area of the Property shall be used as a dumping ground for rubbish or as a site for the accumulation of unsightly materials of any kind, including, but not limited to, broken or rusty equipment, disassembled or inoperative cars or other vehicles and discarded appliances and furniture. Trash, garbage or other waste shall not be kept on the Property except in sanitary containers. All equipment for the storage or other disposal of such material shall be kept in clean and sanitary condition. Materials incident to construction of improvements may be stored on Lots during construction so long as construction progresses without undue delay.

(J) No individual water supply system shall be permitted on the Property.

(K) No individual sewage disposal system or septic tank shall be permitted on the Property.

(L) No garage house or other out-building (except for sales office and construction trailers during the construction period) shall be occupied by any owner, tenant or other person prior to the erection of a residence.

(M) No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front window of a residence.

(N) Except with the written permission of the Committee or as set forth herein, no antennae, discs or other equipment for receiving or sending sound or video messages shall be permitted on the Property except antennae for AM or FM radio reception and UHF and VHF television reception. All antennae shall be located inside the attic of the main residential structure on any Lot; provided, however, that one (1) antenna may be permitted to be attached to the roof of the main residential structure on any Lot and to extend above said roof a maximum of five (5) feet and one (1) satellite television reception disc or other instrument or structure may be placed in the backyard or one satellite television reception disc less than 24" in diameter may be mounted on the house located on any Lot so long as it is completely screened from view from any street, alley, park or other public area.

(O) No Lot or improvements on any Lot shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken on the Property, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a builder's temporary use of a residence as a sales office until the builder's last residence on the Property is sold. Nothing in this subparagraph shall prohibit an owner's use of a residence for quiet, inoffensive activities such as tutoring or giving art lessons so long as such activities are in compliance with all governmental and zoning requirements and do not materially increase the number of cars parked on the street or interfere with the adjoining homeowners' use and enjoyment of their residences and yards.

(P) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting them at points twenty-five (25) feet from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(Q) Except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention and purpose of these provisions that only new construction be placed and erected thereon.

(R) Within easements on each Lot, no structures, plantings or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within drainage channels or which may obstruct or retard the flow of water through drainage channels.

(S) The general grading, slope and drainage plan of a Lot may not be altered without the prior approval of the City and all other appropriate agencies having authority to grant such approval.

(T) No sign of any kind shall be displayed to public view on any Lot except one (1) professional sign on each Lot of not more than one (1) square foot advertising such Lot for rent or sale, or one (1) sign of not more than thirty-two (32) square feet advertising the Property for rent or sale, or signs used by a builder to advertise the Property during the construction and sales period. The Declarant and its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above and, in so doing, shall not be subject to any liability for trespass or any other liability in connection with such removal.

(U) The drying of clothes in full public view is prohibited. The owners and occupants of any Lots at the intersections of streets or adjacent to parks, playgrounds or other facilities where the rear yard is visible to full public view shall construct a drying yard or other suitable enclosure to screen from public view the equipment which is incident to normal residences, such as clothes drying equipment, yard equipment and storage piles.

(V) Except within fireplaces in the main residential dwelling on any Lot and except for outdoor cooking, no burning of anything shall be permitted anywhere on the Property.

Section 1.7 Minimum Floor Area. The total air-conditioned living area in the main residential structure for the Lots in the Addition, as measured to the outside of the exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall be not less than:

<u>% of Lots</u>	<u>Minimum Square Footage</u>
25%	1,600 square feet to 1,799 square feet
50%	1,800 square feet to 1,999 square feet
25%	2,000 square feet and larger

Section 1.8 Building Materials. The total exterior wall area (excluding windows, doors and gables) of each building constructed or placed on a Lot shall be not less than Seventy-Five Percent (75%) masonry construction or the minimum amount as specified by the City, whichever

is greater. Windows, doors, openings, gables, or other areas are excluded from the calculation of the total exterior wall area. Roofing shall be of a substance that is acceptable to the City, the FHA, the VA and the Committee.

Section 1.9 Front Yard Requirements. The minimum depth of the front yard shall be twenty-five (25) feet.

Section 1.10 Side Yard Requirements. For dwellings located on interior Lots, there shall be a side yard on each side of the main building on each such Lot of not less than ten percent (10%) of the Lot width, measured at the front building line with a maximum requirement of ten (10) feet where the width of the Lot is greater than one hundred (100) feet. For dwellings located on corner Lots, there shall be a side yard set back from the intersecting street of not less than fifteen (15) feet in case such lot is back to back with another corner Lot. The interior side yard of a corner Lot shall be the same as for dwellings on an interior Lot.

Section 1.11 Rear Yard Requirements. There shall be a rear yard from a main building of not less than twenty-five (25) feet or Twenty Percent (20%) of the depth of the Lot, whichever amount is smaller.

Section 1.12 Waiver of Front Setback Requirements. With the written approval of the Committee, any building may be located further back from the front property line of a Lot than provided above, where, in the opinion of the Committee, the purposed location of the building will add to the appearance and value of the Lot and will not substantially detract from the appearance of the adjoining Lots.

Section 1.13 Fences and Walls. Any fence or wall must be constructed of masonry, brick, wood or other material that is approved by the Committee. No fence or wall shall be permitted to extend nearer to any street than the front of any residence. However, all side yard fencing on corner Lots shall run parallel to the curb and may be placed up to the side building line as shown on the Plat and shall not extend beyond a point of six (6) feet behind the front of the residence on that side. Declarant may construct certain wrought iron fences and masonry screening walls. The respective portions of any wrought iron fences and masonry screening walls constructed by the Declarant, if any, shall become the property of the owner of the Lot on which the same are erected and as such shall be maintained and repaired by such owner. Each owner shall maintain and repair any retaining walls that are built on his Lot. No portion of any fence shall exceed six (6) feet in height. Any fence or portion thereof that faces a public street shall be so constructed so that all structural members and posts will be on the side of the fence away from the street so that they are not visible from any public right-of-way. The Declarant will construct perimeter screening and fencing adjacent and parallel to the right-of-way of New Miles Road in accordance with the Final Plat and the requirements of the City. Notwithstanding the foregoing provisions, the following restrictions will apply:

- A. Each of the owners of Lots 1 through 7, inclusive, in Block A of the Addition and Lots 5 through 9, inclusive, in Block C of the Addition shall maintain and repair the portion of the masonry fence that will be constructed along the back lot line of each such respective Lot. Each of the owners of Lots 1 through 7, inclusive in Block A of the Addition and Lots 5 through 9, inclusive, in Block C of the Addition is restricted and prohibited from constructing, erecting, or placing any other fence of any other type on or along the back Lot line or within forty (40) feet of the back Lot line of each of such respective Lots.
- B. All wooden fences that are constructed, erected or placed along the side Lot lines of Lots 1 through 7, inclusive, in Block A of the Addition and Lots 5 through 9, inclusive, in Block C of the Addition must be tapered in elevation so that the height of the wooden fence at the point that it joins the masonry fence that will be constructed along the back Lot line will match in height.

Section 1.14 Sidewalks. All sidewalks shall conform to the City, FHA and VA specifications and regulations.

Section 1.15 Mailboxes. Mailboxes shall be standardized and shall be constructed of a material and design approved by the Committee (unless gangboxes are required by the U.S. Postal Service).

Section 1.16 Landscaping. Two (2) parkway trees with a minimum two inch (2") caliper shall be required for each dwelling, to be installed prior to occupancy.

Section 1.17 Conformance with City Requirements. All improvements to be constructed on any Lot shall conform with the requirements of Ordinance No. 1468 of the City, as the same may be amended from time to time. In the event of any conflict between the provisions of this Declaration and the requirements of the City, the requirements of the City shall control and this Declaration shall be deemed amended to conform thereto.

## ARTICLE TWO

### ARCHITECTURAL CONTROL

Section 2.1 Appointment. The Declarant shall designate and appoint an Architectural Control Committee (hereinafter called the "Committee") composed of three (3) individuals, each generally familiar with the residential and community development design matters and knowledgeable about the Declarant's concern for design standards of the Property. The Committee shall use good faith efforts and reasonable diligence to promote and ensure design standards, quality, harmony and conformity in design standards throughout the Property consistent with this Declaration.

Section 2.2 Successors. In the event of the death, resignation or removal by the Declarant of any member of the Committee, the Declarant shall appoint a successor member. No member of the Committee shall be entitled to compensation for or be liable for claims, causes of action or damages arising out of services performed pursuant to this Declaration.

Section 2.3 Authority. No landscaping shall be undertaken and no building, fence, wall or other structure shall be commenced, erected, placed, maintained or altered on any Lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications and a plot plan have been submitted to and approved in writing by a majority of the members of the Committee as to all of the following:

(A) Quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design and proper facing of main elevation with respect to nearby streets;

(B) Conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other Lots on the Property; and

(C) The other standards set forth within this Declaration (and any amendments hereto) or matters in which the Committee is vested with the authority to render a final interpretation and decision.

The Committee is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Lot owners or the general value of Lots on the Property. In considering the harmony of external design between existing structures and the proposed building being erected, placed or altered, the Committee shall consider only the general appearance of the proposed building as that can be determined from front, rear and side elevations on the plans that are submitted to the Committee.

Section 2.4 Procedure for Approval. Final plans and specifications shall be submitted in duplicate by certified mail or by actual delivery to the Committee at the address of the Declarant that is shown on the signature pages of this Declaration. The plans and specifications shall show the nature, kind, shape, height, materials and location of all landscaping and improvements. The documents shall specify any requested variance from the setback lines and any other requirement set forth in this Declaration. The Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans shall be marked "Approved," signed by a majority of the Committee and returned to the Lot owner or his designated representative. If disapproved by the Committee, one set of such plans shall be returned "Disapproved" and shall be accompanied by a reasonable written statement that sets forth the reasons for disapproval, which statement shall be signed by a

majority of the Committee. Any modification of the approved set of plans and specifications must again be submitted to the Committee for its approval. The Committee's approval or disapproval, as required herein, shall be in writing. In no event shall the Committee give verbal approval of the plans. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, written approval of the matters submitted shall not be required and compliance with this Article Two shall be deemed to have been completed. In case of a dispute about whether the Committee responded within such time period, the person submitting the plans shall have the burden of establishing that the Committee received the plans. The Committee's receipt of the plans may be established by a signed certified mail receipt or a signed delivery receipt.

Section 2.5 Standards. The Committee shall have sole discretion with respect to taste, design and all standards that are specified herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built on the Property. The Committee shall also have the authority to prohibit the use of light-weight composition roof material, to require that the colors of roofing materials be earth tones and generally to require that any plans meet the standards of the existing improvements on neighboring Lots. The Committee may from time to time publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration.

Section 2.6 Termination; Continuation. The Committee appointed by Declarant shall cease to exist on the earlier of the following: (A) the date on which all the members of the Committee file a document declaring a termination of the Committee, or (B) the date on which residences have been constructed on all Lots on the Property. Variations from the standards that are set forth in this Declaration shall be made in accordance with the general development standards as reflected in the plans, construction materials, landscaping and other matters approved by the Committee during its period of control.

Section 2.7 Liability of Committee. The members of the Committee shall have no liability for decisions that are made by the Committee so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans submitted to the Committee shall be the responsibility of the owner of the Lot to which the improvements related, and the Committee shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of this Declaration, City codes, state statutes or the common law, whether the same relate to lot lines, building lines, easements or any other issue.

### ARTICLE THREE

#### ADDITIONS TO PROPERTY

The Declarant may add or annex additional real property to the scheme of this Declaration

by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions ("Supplementary Declaration") which shall extend the scheme of the Covenants and Restrictions of this Declaration to such property; provided, however, that such Supplementary Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not materially inconsistent with this Declaration in a manner which adversely affects the concept of this Declaration.

#### ARTICLE FOUR

##### GENERAL PROVISIONS

Section 4.1 Easements. Easements for the installation and maintenance of walls, utilities and drainage facilities are and shall be reserved as shown on the Final Plat. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences. The Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically installing improvements. By acceptance of a deed to any Lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may exist on a portion of the Lot.

Section 4.2 Final Plat. All dedications, limitations, restrictions and reservations that are or will be shown on the Final Plat are and shall be deemed to be incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by the Declarant, conveying Lots on the Property, whether specifically referred to therein or not.

Section 4.3 Lot Maintenance. The owner of each Lot shall, prior to the occupancy of a house thereon, establish grass front and sideyards, fully sodded, shall maintain the yards in a sanitary and attractive manner and shall edge the street curbs that run along the property line. Grass, weeds and vegetation on each Lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. No vegetables shall be grown in any yard that faces a street. No owner shall permit weeds or grass to grow to a height of greater than six inches (6") upon his property. No foundation planting, shrub or other vegetation near the house shall be allowed to grow above the bottom of any window. Upon failure of any owner to maintain any Lot, the Declarant or its agent may, at its option, have the grass, weeds and vegetation cut as often as necessary in its judgment, and the owner of that Lot shall be obligated, when presented with an itemized statement, to reimburse the Declarant for the cost of such work. This provision, however, shall in no manner be construed to create a lien in favor of any party on any property for the cost of such work or the reimbursement for such work.

Section 4.4 Maintenance of Improvements. The owner of each Lot shall maintain the exterior of all buildings, fences, walls and other improvements on his Lot in good condition and

repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner.

Section 4.5 Mortgages. It is expressly provided that the breach of any of the foregoing conditions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said conditions shall be binding thereto as to Lots acquired by foreclosure, trustee's sale or otherwise, as to any breach occurring after such acquisition of title.

Section 4.6 Term. The foregoing covenants, conditions, restrictions and agreements shall run with and bind the land and shall remain in full force and effect for a term of twenty-five (25) years after this Declaration is recorded. They shall be automatically extended for successive periods of ten (10) years unless amended as provided herein.

Section 4.7 Severability. If any covenant, condition, restriction or agreement herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition, restriction or agreement, each of which shall remain in full force and effect.

Section 4.8 Binding Effect. Each of the covenants, conditions, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Property, it being understood that such covenants, conditions, restrictions and agreements are not for the benefit of the owner of any land except in the Property. This Declaration, when executed, shall be filed of record in the Real Property Records of the County so that each and every owner or purchaser of any portion of the Property is on notice of the covenants, conditions, restrictions and agreements herein contained.

Section 4.9 Enforcement. The owner of any Lot on the Property shall have the easement and right to have each and all of the foregoing covenants, conditions, restrictions and agreements faithfully carried out and performed with reference to each and every Lot on the Property, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof, it being the intention and purpose of these provisions to attach to each Lot on the Property, without reference to when it was sold, the right and easement to have such covenants, conditions, restrictions and agreements strictly complied with, such right to exist with the owner of each Lot and to apply to all other Lots on the Property whether owned by the Declarant, its successors and assigns, or others. Failure by any owner, including the Declarant, to enforce any covenant, condition, restriction or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4.10 Definition of "Owner". As used herein, the term "owner" shall refer to the record owner, whether one or more persons or entities (including contract sellers), of the fee simple title to a Lot on which there is or will be built a single-family residence, but not including those having an interest merely as security for the performance of an obligation.

Section 4.11 Other Authorities. If other authorities, such as the City or County, impose more demanding, expensive or restrictive requirements than those that are set forth herein, the requirements of such authorities shall be complied with. Other authorities' impositions of lesser requirements than those that are set forth herein shall not supersede or diminish the requirements that are set forth herein.

Section 4.12 Addresses. Any notice or correspondence to an owner of a Lot shall be addressed to the street address of the Lot. Any notice or correspondence to the Committee shall be addressed to the address shown below the signature of the Declarant below or to such other address as is specified by the Committee pursuant to an instrument recorded in the Real Property Records of the County.

Section 4.13 Amendment. At any time, the owners of the legal title to Sixty-Six Percent (66%) of the Lots on the Property (as shown by the Real Property Records of the County) may amend the covenants, conditions, restrictions and agreements that are set forth herein by recording an instrument containing such amendment(s), except that, for the ten (10) years following the recording of this Declaration, no such amendment shall be valid or effective without the joinder of the Declarant. Notwithstanding the foregoing provisions, the covenants, conditions, restrictions and agreements that are set forth herein may not be amended without the prior written consent of the City, insofar as the matters intended to be amended are covered by any City ordinance, regulation, or other enforceable provision.

EXECUTED this 16<sup>th</sup> day of June, 1998.

**DECLARANT:**

WILBOW-MILES DEVELOPMENT CORPORATION,

By: David R. Blom  
David R. Blom, President

Address:

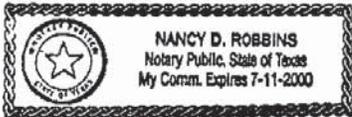
9330 LBJ Freeway, Suite 745  
Dallas, Texas 75243

98118 03147

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This Declaration of Covenants, Conditions and Restrictions for Hudson Crossing - Phase 1 was acknowledged before this 16<sup>th</sup> day of June, 1998, by David R. Blom, the President of Wilbow-Miles Development Corporation, a Texas corporation, on behalf of said corporation.

Nancy D. Robbins  
NOTARY PUBLIC STATE OF TEXAS



BANK UNITED OF TEXAS FSB, being a lienholder on the property that is affected by the foregoing Declaration of Covenants, Conditions and Restrictions for Hudson Crossing - Phase 1, joins in the execution hereof for the purpose of consenting to the covenants, conditions, restrictions and agreements therein contained and subordinating its lien to the said covenants, conditions, restrictions and agreements.

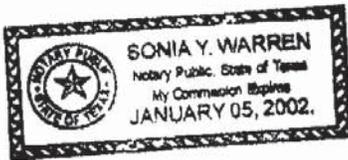
EXECUTED this 17 day of June, 1998.

BANK UNITED OF TEXAS FSB

By: Tish Rust  
Name: TISH RUST  
Title: VICE PRESIDENT

STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

This Declaration of Covenants, Conditions and Restrictions for Hudson Crossing - Phase 1 was acknowledged before this 17 day of June, 1998, by Sonia V. Warren, BANK UNITED OF TEXAS FSB, a Federal Savings Bank, on behalf of said Federal Savings Bank.



Sonia Y. Warren  
NOTARY PUBLIC STATE OF TEXAS

COUNTY CLERK, Dallas County, Texas

*Gay B. Burt*



JUN 18 1998

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under Federal law.  
STATE OF TEXAS  
COUNTY OF DALLAS  
I hereby certify this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Dallas County, Texas as stamped hereon by me.

LINDA BULLOCK  
COUNTY CLERK  
DALLAS COUNTY

98 JUN 18 AM 8:41

FILED

98118 03150

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUDSON CROSSING - PHASE 2**

671577

Deed 07/23/99 1691445 \$33.00

STATE OF TEXAS §  
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

THAT Wilbow-Miles Development Corporation, a Texas corporation (hereinafter called the "Declarant"), is the owner of that certain tract of land that contains approximately 24.829 acres (hereinafter called the "Property"), that is located in the City of Sachse (hereinafter called the "City"), Dallas County (hereinafter called the "County"), Texas, which Property has been platted and described as Hudson Crossing - Phase 2 (hereinafter called the "Addition"), an addition to the City, according to the Final Plat of Hudson Crossing - Phase 2 that was approved by the City and recorded in Volume 99068, Page 00012, of the Plat Records of the County (hereinafter called the "Final Plat").

By the execution and recordation of this Declaration of Covenants, Conditions and Restrictions for Hudson Crossing - Phase 2 (hereinafter called the "Declaration"), the Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of establishing a general scheme for the development of the Property and all of the lots to be developed on the Property and for the purpose of enhancing and protecting the value, attractiveness and desirability of the Property and all of the lots to be developed on the Property and which shall run with the land and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof and which shall inure to the benefit of each owner thereof.

**ARTICLE ONE**

**CONSTRUCTION OF IMPROVEMENTS AND USE OF LOTS**

Section 1.1 Residential Use. All lots to be developed on the Property (hereinafter individually called a "Lot" and collectively called the "Lots") shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family residence per Lot, which residence may not exceed two (2) stories in height, and a private garage as provided below, and which residence shall be constructed to minimum Federal Housing Authority (hereinafter called the "FHA") and Veterans Administration (hereinafter called the "VA") standards, unless otherwise approved in writing by the Committee (which term is hereinafter defined).

Section 1.2 Single-Family Use. Each residence may be occupied by only one (1) family consisting of persons related by blood, adoption or marriage or no more than two (2) unrelated persons living and cooking together as a single housekeeping unit, together with any household servants.

Section 1.3 Garage Required. Each residence shall have a garage suitable for parking not less than two (2) standard size automobiles, which garage conforms in design and materials with the main structure. All houses with an alley abutting the rear lot line shall have a garage opening toward the alley, unless otherwise permitted by the Committee. The entrance to all attached garages shall not face any street. Detached garages shall be constructed ten (10) feet behind the main building and may have an entrance that faces the street.

Section 1.4 Restrictions on Resubdivision. None of the Lots shall be subdivided into smaller lots.

Section 1.5 Driveways. All driveways shall be surfaced with concrete or similar substance that is approved by the Committee.

Section 1.6 Uses Specifically Prohibited.

(A) No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, which may be placed on a Lot only in places which are not visible from any street on which the Lot fronts) shall be permitted on any Lot. No building material of any kind or character shall be placed or stored upon the property until the owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the Lot upon which the improvements are to be erected.

(B) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pickup camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street on the Property, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of any residence unless completely concealed from public view. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity of the applicable residence.

(C) Trucks with tonnage in excess of one (1) ton and any vehicle with painted advertisement shall not be permitted to park overnight on the Property except those used by a builder during the construction of improvements on the Property.

(D) No vehicle of any size which transports inflammatory or explosive cargo or hazardous material may be kept on the Property at any time.

(E) No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pickup trucks and pickup trucks with attached bed campers that are in operating condition and have current license plates

and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Texas. No inoperative cars or vehicles of any type or nature may be kept or situated on the Property.

(F) No structure of a temporary character, such as a trailer, basement, tent, shack, barn or other out-building shall be used on the Property at any time as a dwelling house; provided, however, that any builder may maintain and occupy model houses, sales offices and construction trailers on the Property during the construction period.

(G) No oil or gas drilling, oil or gas development operation, oil or gas refining, quarrying or mining operations of any kind shall be permitted on the Property, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Property. No derrick or other structure designed for using in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted on the Property.

(H) No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property except that dogs, cats or other household pets may be kept for the purpose of providing companionship for a private family in each residence. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose and intent of these provisions to restrict the use of the Property so that no person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea fowls, ducks, chickens, turkeys, skunks, reptiles or any other animals that may interfere with the quietude, health or safety of the community. No more than four (4) pets will be permitted on each Lot. Pets must be restrained or confined in the back of each Lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the Lot clean and free of pet debris. All animals must be properly tagged for identification.

(I) No Lot or other area of the Property shall be used as a dumping ground for rubbish or as a site for the accumulation of unsightly materials of any kind, including, but not limited to, broken or rusty equipment, disassembled or inoperative cars or other vehicles and discarded appliances and furniture. Trash, garbage or other waste shall not be kept on the Property except in sanitary containers. All equipment for the storage or other disposal of such material shall be kept in clean and sanitary condition. Materials incident to construction of improvements may be stored on Lots during construction so long as construction progresses without undue delay.

(J) No individual water supply system shall be permitted on the Property.

(K) No individual sewage disposal system or septic tank shall be permitted on the Property.

(L) No garage house or other out-building (except for sales office and construction trailers during the construction period) shall be occupied by any owner, tenant or other person prior to the erection of a residence.

(M) No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front window of a residence.

(N) Except with the written permission of the Committee or as set forth herein, no antennae, discs or other equipment for receiving or sending sound or video messages shall be permitted on the Property except antennae for AM or FM radio reception and UHF and VHF television reception. All antennae shall be located inside the attic of the main residential structure on any Lot; provided, however, that one (1) antenna may be permitted to be attached to the roof of the main residential structure on any Lot and to extend above said roof a maximum of five (5) feet and one (1) satellite television reception disc or other instrument or structure may be placed in the backyard or one satellite television reception disc less than 24" in diameter may be mounted on the house located on any Lot so long as it is completely screened from view from any street, alley, park or other public area.

(O) No Lot or improvements on any Lot shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity, whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken on the Property, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a builder's temporary use of a residence as a sales office until the builder's last residence on the Property is sold. Nothing in this subparagraph shall prohibit an owner's use of a residence for quiet, inoffensive activities such as tutoring or giving art lessons so long as such activities are in compliance with all governmental and zoning requirements and do not materially increase the number of cars parked on the street or interfere with the adjoining homeowners' use and enjoyment of their residences and yards.

(P) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting them at points twenty-five (25) feet from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(Q) Except for children's playhouses, dog houses, greenhouses, gazebos and buildings for storage of lawn maintenance equipment, no building previously constructed elsewhere shall be moved onto any Lot, it being the intention and purpose of these provisions that only new construction be placed and erected thereon.

(R) Within easements on each Lot, no structures, plantings or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within drainage channels or which may obstruct or retard the flow of water through drainage channels.

(S) The general grading, slope and drainage plan of a Lot may not be altered without the prior approval of the City and all other appropriate agencies having authority to grant such approval.

(T) No sign of any kind shall be displayed to public view on any Lot except one (1) professional sign on each Lot of not more than one (1) square foot advertising such Lot for rent or sale, or one (1) sign of not more than thirty-two (32) square feet advertising the Property for rent or sale, or signs used by a builder to advertise the Property during the construction and sales period. The Declarant and its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above and, in so doing, shall not be subject to any liability for trespass or any other liability in connection with such removal.

(U) The drying of clothes in full public view is prohibited. The owners and occupants of any Lots at the intersections of streets or adjacent to parks, playgrounds or other facilities where the rear yard is visible to full public view shall construct a drying yard or other suitable enclosure to screen from public view the equipment which is incident to normal residences, such as clothes drying equipment, yard equipment and storage piles.

(V) Except within fireplaces in the main residential dwelling on any Lot and except for outdoor cooking, no burning of anything shall be permitted anywhere on the Property.

Section 1.7 Minimum Floor Area. The total air-conditioned living area in the main residential structure for the Lots in the Addition, as measured to the outside of the exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall be not less than:

<u>% of Lots</u>	<u>Minimum Square Footage</u>
25%	1,600 square feet to 1,799 square feet
50%	1,800 square feet to 1,999 square feet
25%	2,000 square feet and larger

Section 1.8 Building Materials. The total exterior wall area (excluding windows, doors and gables) of each building constructed or placed on a Lot shall be not less than Seventy-Five Percent (75%) masonry construction or the minimum amount as specified by the City, whichever is greater. Windows, doors, openings, gables, or other areas are excluded from the calculation of the total exterior wall area. Roofing shall be of a substance that is acceptable to the City, the FHA, the VA and the Committee.

Section 1.9 Front Yard Requirements. The minimum depth of the front yard shall be twenty-five (25) feet.

Section 1.10 Side Yard Requirements. For dwellings located on interior Lots, there shall be a side yard on each side of the main building on each such Lot of not less than ten percent (10%) of the Lot width, measured at the front building line with a maximum requirement of ten (10) feet where the width of the Lot is greater than one hundred (100) feet. For dwellings located on corner Lots, there shall be a side yard set back from the intersecting street of not less

than fifteen (15) feet in case such lot is back to back with another corner Lot. The interior side yard of a corner Lot shall be the same as for dwellings on an interior Lot.

Section 1.11 Rear Yard Requirements. There shall be a rear yard from a main building of not less than twenty-five (25) feet or Twenty Percent (20%) of the depth of the Lot, whichever amount is smaller.

Section 1.12 Waiver of Front Setback Requirements. With the written approval of the Committee, any building may be located further back from the front property line of a Lot than provided above, where, in the opinion of the Committee, the purposed location of the building will add to the appearance and value of the Lot and will not substantially detract from the appearance of the adjoining Lots.

Section 1.13 Fences and Walls. Any fence or wall must be constructed of masonry, brick, wood or other material that is approved by the Committee. No fence or wall shall be permitted to extend nearer to any street than the front of any residence. However, all side yard fencing on corner Lots shall run parallel to the curb and may be placed up to the side building line as shown on the Plat and shall not extend beyond a point of six (6) feet behind the front of the residence on that side. Declarant may construct certain wrought iron fences and masonry screening walls. The respective portions of any wrought iron fences and masonry screening walls constructed by the Declarant, if any, shall become the property of the owner of the Lot on which the same are erected and as such shall be maintained and repaired by such owner. Each owner shall maintain and repair any retaining walls that are built on his Lot. No portion of any fence shall exceed six (6) feet in height. Any fence or portion thereof that faces a public street shall be so constructed so that all structural members and posts will be on the side of the fence away from the street so that they are not visible from any public right-of-way. The Declarant will construct perimeter screening and fencing adjacent and parallel to the right-of-way of New Miles Road in accordance with the Final Plat and the requirements of the City. Notwithstanding the foregoing provisions, the following restrictions will apply:

- A. Each of the owners of Lots 10 through 15, inclusive, in Block C of the Addition shall maintain and repair the portion of the masonry fence that will be constructed along the back lot line of each such respective Lot. Each of the owners of Lots 10 through 15, inclusive, in Block C of the Addition is restricted and prohibited from constructing, erecting, or placing any other fence of any other type on or along the back Lot line or within forty (40) feet of the back Lot line of each of such respective Lots.
- B. All wooden fences that are constructed, erected or placed along the side Lot lines of Lots 10 through 15, inclusive, in Block C of the Addition must be tapered in elevation so that the height of the wooden fence at the point that it joins the masonry fence that will be constructed along the back Lot line will match in height.

- C. An unobstructed four inch (4") space shall be maintained between the bottom of the fence and the finished grade on all fences built in drainage easements on the Property, as shown on the Final plat.

Section 1.14 Sidewalks. All sidewalks shall conform to the City, FHA and VA specifications and regulations.

Section 1.15 Mailboxes. Mailboxes shall be standardized and shall be constructed of a material and design approved by the Committee (unless gangboxes are required by the U.S. Postal Service).

Section 1.16 Landscaping. Two (2) parkway trees with a minimum two inch (2") caliper shall be required for each dwelling, to be installed prior to occupancy.

Section 1.17 Conformance with City Requirements. All improvements to be constructed on any Lot shall conform with the requirements of Ordinance No. 1468 of the City, as the same may be amended from time to time. In the event of any conflict between the provisions of this Declaration and the requirements of the City, the requirements of the City shall control and this Declaration shall be deemed amended to conform thereto.

## ARTICLE TWO

### ARCHITECTURAL CONTROL

Section 2.1 Appointment. The Declarant shall designate and appoint an Architectural Control Committee (hereinafter called the "Committee") composed of three (3) individuals, each generally familiar with the residential and community development design matters and knowledgeable about the Declarant's concern for design standards of the Property. The Committee shall use good faith efforts and reasonable diligence to promote and ensure design standards, quality, harmony and conformity in design standards throughout the Property consistent with this Declaration.

Section 2.2 Successors. In the event of the death, resignation or removal by the Declarant of any member of the Committee, the Declarant shall appoint a successor member. No member of the Committee shall be entitled to compensation for or be liable for claims, causes of action or damages arising out of services performed pursuant to this Declaration.

Section 2.3 Authority. No landscaping shall be undertaken and no building, fence, wall or other structure shall be commenced, erected, placed, maintained or altered on any Lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications and a plot plan have been submitted to and approved in writing by a majority of the members of the Committee as to all of the following:

- (A) Quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design and proper facing of main elevation with respect to nearby streets;

(B) Conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other Lots on the Property; and

(C) The other standards set forth within this Declaration (and any amendments hereto) or matters in which the Committee is vested with the authority to render a final interpretation and decision.

The Committee is authorized and empowered to consider and review any and all aspects of construction and landscaping which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Lot owners or the general value of Lots on the Property. In considering the harmony of external design between existing structures and the proposed building being erected, placed or altered, the Committee shall consider only the general appearance of the proposed building as that can be determined from front, rear and side elevations on the plans that are submitted to the Committee.

Section 2.4 Procedure for Approval. Final plans and specifications shall be submitted in duplicate by certified mail or by actual delivery to the Committee at the address of the Declarant that is shown on the signature pages of this Declaration. The plans and specifications shall show the nature, kind, shape, height, materials and location of all landscaping and improvements. The documents shall specify any requested variance from the setback lines and any other requirement set forth in this Declaration. The Committee is authorized to request the submission of samples of proposed construction materials. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans shall be marked "Approved," signed by a majority of the Committee and returned to the Lot owner or his designated representative. If disapproved by the Committee, one set of such plans shall be returned "Disapproved" and shall be accompanied by a reasonable written statement that sets forth the reasons for disapproval, which statement shall be signed by a majority of the Committee. Any modification of the approved set of plans and specifications must again be submitted to the Committee for its approval. The Committee's approval or disapproval, as required herein, shall be in writing. In no event shall the Committee give verbal approval of the plans. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, written approval of the matters submitted shall not be required and compliance with this Article Two shall be deemed to have been completed. In case of a dispute about whether the Committee responded within such time period, the person submitting the plans shall have the burden of establishing that the Committee received the plans. The Committee's receipt of the plans may be established by a signed certified mail receipt or a signed delivery receipt.

Section 2.5 Standards. The Committee shall have sole discretion with respect to taste, design and all standards that are specified herein. One objective of the Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built on the Property. The Committee shall also have the authority to prohibit the use of light-weight

composition roof material, to require that the colors of roofing materials be earth tones and generally to require that any plans meet the standards of the existing improvements on neighboring Lots. The Committee may from time to time publish and promulgate bulletins regarding architectural standards, which shall be fair, reasonable and uniformly applied and shall carry forward the spirit and intention of this Declaration.

Section 2.6 Termination; Continuation. The Committee appointed by Declarant shall cease to exist on the earlier of the following: (A) the date on which all the members of the Committee file a document declaring a termination of the Committee, or (B) the date on which residences have been constructed on all Lots on the Property. Variations from the standards that are set forth in this Declaration shall be made in accordance with the general development standards as reflected in the plans, construction materials, landscaping and other matters approved by the Committee during its period of control.

Section 2.7 Liability of Committee. The members of the Committee shall have no liability for decisions that are made by the Committee so long as such decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans submitted to the Committee shall be the responsibility of the owner of the Lot to which the improvements related, and the Committee shall have no obligation to check for errors in or omissions from any such plans, or to check for such plans' compliance with the general provisions of this Declaration, City codes, state statutes or the common law, whether the same relate to lot lines, building lines, easements or any other issue.

### ARTICLE THREE

#### ADDITIONS TO PROPERTY

The Declarant may add or annex additional real property to the scheme of this Declaration by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions ("Supplementary Declaration") which shall extend the scheme of the Covenants and Restrictions of this Declaration to such property; provided, however, that such Supplementary Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not materially inconsistent with this Declaration in a manner which adversely affects the concept of this Declaration.

### ARTICLE FOUR

#### GENERAL PROVISIONS

Section 4.1 Easements. Easements for the installation and maintenance of walls, utilities and drainage facilities are and shall be reserved as shown on the Final Plat. Easements are also reserved for the installation, operation, maintenance and ownership of utility service lines from the property lines to the residences. The Declarant reserves the right to make changes in and additions to the above easements for the purpose of most efficiently and economically

installing improvements. By acceptance of a deed to any Lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may exist on a portion of the Lot.

Section 4.2 Final Plat. All dedications, limitations, restrictions and reservations that are or will be shown on the Final Plat are and shall be deemed to be incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by the Declarant, conveying Lots on the Property, whether specifically referred to therein or not.

Section 4.3 Lot Maintenance. The owner of each Lot shall, prior to the occupancy of a house thereon, establish grass front and sideyards, fully sodded, shall maintain the yards in a sanitary and attractive manner and shall edge the street curbs that run along the property line. Grass, weeds and vegetation on each Lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. No vegetables shall be grown in any yard that faces a street. No owner shall permit weeds or grass to grow to a height of greater than six inches (6") upon his property. No foundation planting, shrub or other vegetation near the house shall be allowed to grow above the bottom of any window. Upon failure of any owner to maintain any Lot, the Declarant or its agent may, at its option, have the grass, weeds and vegetation cut as often as necessary in its judgment, and the owner of that Lot shall be obligated, when presented with an itemized statement, to reimburse the Declarant for the cost of such work. This provision, however, shall in no manner be construed to create a lien in favor of any party on any property for the cost of such work or the reimbursement for such work.

Section 4.4 Maintenance of Improvements. The owner of each Lot shall maintain the exterior of all buildings, fences, walls and other improvements on his Lot in good condition and repair, and shall replace worn and rotten parts, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner.

Section 4.5 Mortgages. It is expressly provided that the breach of any of the foregoing conditions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, as to the same premises or any part thereof encumbered by such mortgage or deed of trust, but said conditions shall be binding thereto as to Lots acquired by foreclosure, trustee's sale or otherwise, as to any breach occurring after such acquisition of title.

Section 4.6 Term. The foregoing covenants, conditions, restrictions and agreements shall run with and bind the land and shall remain in full force and effect for a term of twenty-five (25) years after this Declaration is recorded. They shall be automatically extended for successive periods of ten (10) years unless amended as provided herein.

Section 4.7 Severability. If any covenant, condition, restriction or agreement herein contained shall be invalid, which invalidity shall not be presumed until the same is determined by the judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition, restriction or agreement, each of which shall remain in full

force and effect.

Section 4.8 Binding Effect. Each of the covenants, conditions, restrictions and agreements herein contained is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Property, it being understood that such covenants, conditions, restrictions and agreements are not for the benefit of the owner of any land except in the Property. This Declaration, when executed, shall be filed of record in the Real Property Records of the County so that each and every owner or purchaser of any portion of the Property is on notice of the covenants, conditions, restrictions and agreements herein contained.

Section 4.9 Enforcement. The owner of any Lot on the Property shall have the easement and right to have each and all of the foregoing covenants, conditions, restrictions and agreements faithfully carried out and performed with reference to each and every Lot on the Property, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof, it being the intention and purpose of these provisions to attach to each Lot on the Property, without reference to when it was sold, the right and easement to have such covenants, conditions, restrictions and agreements strictly complied with, such right to exist with the owner of each Lot and to apply to all other Lots on the Property whether owned by the Declarant, its successors and assigns, or others. Failure by any owner, including the Declarant, to enforce any covenant, condition, restriction or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4.10 Definition of "Owner". As used herein, the term "owner" shall refer to the record owner, whether one or more persons or entities (including contract sellers), of the fee simple title to a Lot on which there is or will be built a single-family residence, but not including those having an interest merely as security for the performance of an obligation.

Section 4.11 Other Authorities. If other authorities, such as the City or County, impose more demanding, expensive or restrictive requirements than those that are set forth herein, the requirements of such authorities shall be complied with. Other authorities' impositions of lesser requirements than those that are set forth herein shall not supersede or diminish the requirements that are set forth herein.

Section 4.12 Addresses. Any notice or correspondence to an owner of a Lot shall be addressed to the street address of the Lot. Any notice or correspondence to the Committee shall be addressed to the address shown below the signature of the Declarant below or to such other address as is specified by the Committee pursuant to an instrument recorded in the Real Property Records of the County.

Section 4.13 Amendment. At any time, the owners of the legal title to Sixty-Six Percent (66%) of the Lots on the Property (as shown by the Real Property Records of the County) may amend the covenants, conditions, restrictions and agreements that are set forth herein by recording an instrument containing such amendment(s), except that, for the ten (10) years following the recording of this Declaration, no such amendment shall be valid or effective without the joinder of the Declarant. Notwithstanding the foregoing provisions, the covenants,

conditions, restrictions and agreements that are set forth herein may not be amended without the prior written consent of the City, insofar as the matters intended to be amended are covered by any City ordinance, regulation, or other enforceable provision.

EXECUTED this 7<sup>th</sup> day of July, 1999.

**DECLARANT:**

WILBOW-MILES DEVELOPMENT CORPORATION

By: David R. Blom  
David R. Blom, President

Address:  
9330 LBJ Freeway, Suite 745  
Dallas, Texas 75243

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This Declaration of Covenants, Conditions and Restrictions for Hudson Crossing - Phase 2 was acknowledged before this 7<sup>th</sup> day of July, 1999, by David R. Blom, the President of Wilbow-Miles Development Corporation, a Texas corporation, on behalf of said corporation.



Sherry Seely  
NOTARY PUBLIC STATE OF TEXAS

BANK UNITED OF TEXAS FSB, being a lienholder on the property that is affected by the foregoing Declaration of Covenants, Conditions and Restrictions for Hudson Crossing - Phase 2, joins in the execution hereof for the purpose of consenting to the covenants, conditions, restrictions and agreements therein contained and subordinating its lien to the said covenants, conditions, restrictions and agreements.

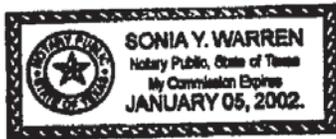
EXECUTED this 7<sup>th</sup> day of July, 1999.

BANK UNITED OF TEXAS FSB

By: Tish Rust Fagan  
Name: Tish Rust Fagan  
Title: Vice President

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This Declaration of Covenants, Conditions and Restrictions for Hudson Crossing - Phase 1 was acknowledged before this 7<sup>th</sup> day of July, 1999, by Tish Rust Fagan of BANK UNITED OF TEXAS FSB, a Federal Savings Bank, on behalf of said Federal Savings Bank.



Sonia Y. Warren  
NOTARY PUBLIC STATE OF TEXAS

92150 84166

FILED  
99 JUL 22 PM 4: 05  
EATL FULLOCK  
COUNTY CLERK  
DALLAS COUNTY

Any provision herein which restricts the sale, rental, or use of the described real property for purposes of public use is hereby declared unenforceable under Federal law.  
STATE OF TEXAS  
I hereby certify this instrument was filed on the date and at the place stamped herein by me and was duly recorded in the volume and page of the names records of the County of Dallas as shown herein by me.

JUL 23 1999



*E. Fullock*  
COUNTY CLERK, Dallas County, Texas

Clements, Allen, Fishman, et al  
15303 Dallas Pkwy. Ste 750  
Addison, TX 75001

**ATTACHMENT 5**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

**801012**

11/10/99      1861579      \$29.00  
Deed

THIS Declaration, made on the date hereinafter set forth by **RBR PROPERTIES, INC.**, a Texas corporation ("RBR").

**WITNESSETH:**

**WHEREAS**, RBR is the owner or former owner of certain property in the City of Sachse, County of Dallas, State of Texas, which is more particularly described as:

66 single family residential Lots (the "Lots") and being all of the Lots in the Sachse on the Creek, Phase I, an addition to the City of Sachse, Dallas County, Texas recorded in Volume 99035, Page 00007 of the Deed Records of Dallas County, Texas (the "Subdivision").

**WHEREAS**, Sumeer Homes, Inc., a Texas corporation ("SUMEER") owns the following eleven (11) Lots in the Subdivision: Lot 16, Block A; Lots 1, 11, 14, 15 and 24, Block B; Lots 25, 26 and 27, Block C; and Lots 2 and 3, Block E (the "Sumeer Lots");

**WHEREAS**, Woodhaven Homes, Ltd., a Texas limited partnership ("WOODHAVEN") owns the following eleven (11) Lots in the Subdivision: Lots, 2, 7, 8, 9, 16, 17 and 18, Block B; Lots 19, 30 and 31, Block C; Lot 39, Block D (the "Woodhaven Lots");

**WHEREAS**, RBR, SUMEER and WOODHAVEN own all of the Lots in the Subdivision;

**WHEREAS**, SUMEER and WOODHAVEN join herein for purposes of subjecting their Lots to this Declaration along with RBR and collectively hereinafter RBR, SUMEER and WOODHAVEN are hereinafter referred to as Owners; and

**WHEREAS**, Owners intend that this Declaration fully comply with the legal requirements for Planned-Unit Developments, U.S. Department of Housing and Urban Development, Federal Housing Administration and Veterans Administration (the "HUD/VA Requirements") as contained in the suggested legal documents for same set forth in FHA Form 1400, VA Form 26-8200 Rev. October 1973.

FHA Form 1401  
VA Form 268201  
Rev. October 1973

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
(WRM:lal:97.0184:rollings:disk:dacr184:doc); November 4, 1999 (1:25pm)

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**NOW THEREFORE**, Owners hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## **ARTICLE I DEFINITIONS**

Section 1.1 "Association" shall mean and refer to Sachse on the Creek Homeowners' Association, Inc., a Texas non-profit corporation, its successors and assigns.

Section 1.2 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.3 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.4 "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area is described as follows:

The masonry screen wall and landscaped area along and within the following portions of the Lots: the three feet (3') easement therefor affecting Lots 1 and 11 through 20, Block A of the Subdivision; Lot 39, Block D of the Subdivision; the twenty-five feet (25') x twenty-five feet (25') corner clip affecting Lot 1, Block A and Lot 39, Block D of the Subdivision; and the thirty-five feet (35') x thirty-five feet (35') corner clip affecting Lot 20 of Block A of the Subdivision, as shown on the above described Map thereof contained in Plat of the Subdivision.

Section 1.5 "Lot" shall mean and refer to any plot of land shown upon any recorded Subdivision Map of the Properties with the exception of the Common Area.

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Section 1.6 "Declarant" shall mean and refer to RBR PROPERTIES, INC., a Texas corporation, its successors and assigns if such successors or assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II PROPERTY RIGHTS

Section 2.1 Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- b. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his or her Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer by two-thirds ( $\frac{2}{3}$ ) of each class of members has been recorded.

Section 2.2 Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, his or her tenants, or contract purchaser who reside on the property.

## ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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Section 3.2 The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- b. On July 1, 2001.

**ARTICLE IV**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 4.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- a. Annual assessments or charges, and
- b. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by them.

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
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Section 4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 4.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Fifty and No/100's Dollars (\$50.00) per Lot.

- a. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.
- b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds ( $\frac{2}{3}$ ) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- c. The Board of directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds ( $\frac{2}{3}$ ) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4.5 Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ( $\frac{1}{2}$ ) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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Section 4.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 4.7 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first (1st) day of the month following the conveyance of the Common Area. The first (1st) annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 4.8 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid with thirty (30) days after the due date shall bear interest from the due date at the rate of four percent (4%) per annum. The association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot.

Section 4.9 Subordination of the Lien to Mortgagee. The lien of the assessments provided for herein shall be subordinate to the lien of any first (1st) mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## **ARTICLE V**

### **ARCHITECTURAL CONTROL**

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relocation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such

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design and location within thirty (30) days after said plans and specification have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

**ARTICLE VI**  
**CONSTRUCTION OF IMPROVEMENTS AND USE OF THE LOTS**

Section 6.1 Residential Use. All Lots shall be used for the construction of single-family, detached residential dwellings units. Structures built on the Lots shall be limited to one single-family residence per Lot. No building or structure on any Lot shall exceed two (2) stories in height.

Section 6.2 Restriction on Re-Subdividing. No Lot shall, at any time, be re-subdivided into additional Lots.

Section 6.3 Restrictions on Improvements. All improvements or structures constructed on the Lots must comply in all respects with the zoning ordinances, building codes, rules and regulations as promulgated by the City.

Section 6.4 Prohibited Uses. No Lot shall be used and no building shall be erected or converted for any use other than as specified pursuant to zoning ordinances, rules and regulations promulgated by the City. The following uses are also prohibited within the Property:

- a. Any illegal, noxious or offensive activity of any kind and nothing may be done thereon which may be or become an annoyance or nuisance in the neighborhood;
- b. Any use which is offensive by reason of odor, fumes, vibrations, dust, smoke, radiation, noise, or pollution or that is hazardous by reason of excessive danger of fire or explosion;
- c. No animals, livestock or poultry of any kind shall be raised, bred or kept except common household pets that are not kept, bred or maintained for commercial purposes;
- d. No open or exterior storage of goods or materials;
- e. No storage of oil, gasoline or other flammable liquid in bulk of more than ten (10) gallons gross capacity in a U.L. approved container;

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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- f. No overnight parking of large trucks (one ton or larger), except by the builders during construction, and no parking at any time of motor vehicles of any type which are in obvious disrepair or are used to transport flammable or explosive cargo;
- g. No Lot shall be used as dumping grounds for rubbish of any kind and all trash shall be kept in sanitary containers;
- h. No temporary or portable dwelling, shop, trailer, shed or mobile home of any kind or any improvement of a temporary structure of any kind shall be permitted, except for those used in the marketing and construction of homes on the Lots;
- i. No individual water and/or sewer systems may be installed on any Lot;
- j. No air conditioning and/or heating apparatus may be installed on the ground in front of a dwelling unit or shall be attached to any front wall or window of a dwelling unit;
- k. No antennas shall be permitted other than those commonly used for AM or FM radio reception, UHF or VHF television reception or satellite dishes installed in the rear yards of Lots with fences. No antenna or support structure shall rise more than five (5) feet above of the highest point of the roof of any building. No satellite dish in excess of six (6) feet in diameter or support structure may rise higher than the rear yard fence, and shall be screened by either fence or landscaping so that it is not visible from the street;
- l. The erection of signs or advertising structures of any kind is prohibited, except that one (1) sign advertising the sale of a dwelling unit or Lot is permitted, provided that it does not exceed ten (10) square feet in size. During the construction and marketing of homes and the Lots, builders, Lot owners and Declarant may erect larger and more numerous signs;
- m. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted. No derrick or other structure designed for use in quarrying for oil, natural gas or any minerals shall be permitted; and

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- n. Neither a motorboat, houseboat or other similar water-borne vehicle nor any "camper" vehicle or motor home may be maintained, stored or kept on any parcel of property covered by these covenants, except in areas specifically designated by the Board of Directors.

Section 6.5 Garbage, Weeds. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All garbage shall be kept in city approved containers. All garbage containers shall be placed where designated by the City of Sachse on the day of collection. If, at any time, an Owner shall fail to control weeds, grass and/or other unsightly growth resulting in such grass or unsightly growth exceeding eight (8) inches in height, Declarant or the Board shall have the authority and right to assess and collect from the Owner of such Lot a sum not to exceed Five Hundred and No/100's Dollars (\$500.00) for the mowing and cleaning on each respective occasion of such mowing or cleaning. The assessments, together with interest (at the highest permitted lawful rate per annum) thereon and any cost of collection thereof, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest thereon and cost of collection thereof, shall be the continuing personal obligation of the Owner of such Lot at the time when the assessment occurred. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the assessment date.

## ARTICLE VII GENERAL PROVISIONS

Section 7.1 Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 7.2 Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 7.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first (1st) twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

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Section 7.4 Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

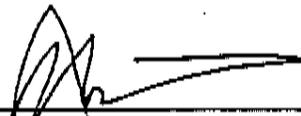
Section 7.5 FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal to be effective the 8<sup>th</sup> day of NOVEMBER, 1999.

**RBR PROPERTIES, INC.**  
a Texas corporation

By:   
Robert B. Rollings, President

**SUMEER HOMES, INC.**  
a Texas corporation

By:   
Suresh Shridharani, President

**WOODHAVEN HOMES, LTD.**  
a Texas limited partnership

By:   
its: General Partner

By:   
Mark Johns  
its: V-PACS

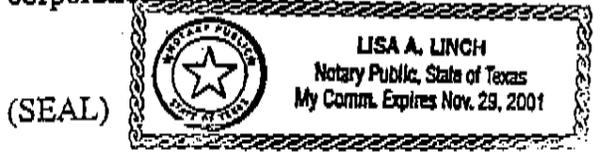
FHA Form 1401  
VA Form 268201  
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STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

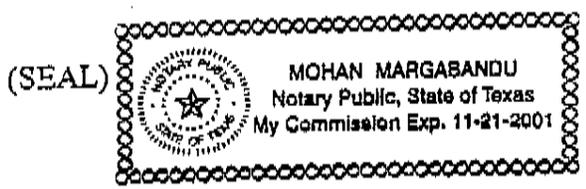
This instrument was acknowledged before me on this 8<sup>th</sup> day of November, 1999, by Robert B. Rollings, President of RBR Properties, Inc. a Texas corporation, on behalf of said corporation



Lisa A. Lynch  
Notary Public, State of Texas

STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

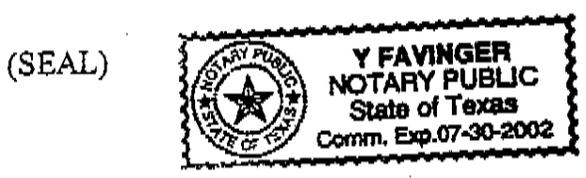
This instrument was acknowledged before me on this 5<sup>th</sup> day of November, 1999, by Suresh Shridharani, President of Sumeer Homes, Inc. a Texas corporation, on behalf of said corporation.



Mohan Margabandu  
Notary Public, State of Texas

STATE OF TEXAS §  
  §  
COUNTY OF Dallas §

The foregoing instrument was acknowledged before me on this 8<sup>th</sup> day of November, 1999, by Mark Johns, as Vice President of Woodhaven Homes, as General Partner of Woodhaven Homes, Ltd., a Texas limited partnership, on behalf of said partnership.



Y Favinger  
Notary Public, State of Texas

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**ATTACHMENT 5**

TRUE AND CORRECT  
COUNTY CLERK  
DALLAS COUNTY

FILED

99 NOV 10 AM 9:45

EARL BULLOCK  
COUNTY CLERK  
DALLAS COUNTY

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.  
STATE OF TEXAS COUNTY OF DALLAS  
I hereby certify this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Dallas County, Texas as stamped hereon by me.

NOV 10 1999



*Earl Bullock*  
COUNTY CLERK, Dallas County, Texas

I have examined the foregoing instrument and the same appears to be a true, correct, and legal copy of the original as recorded now in my lawful office. I have stamped thereon and its duplicate in the Public Records in my office under the date and page stamped thereon. I hereby certify on

NOV 10 1999



*Earl Bullock*  
COUNTY CLERK, Dallas County, Texas  
*[Signature]*

**\*RETURN TO \***

NAME RBR PROPERTIES, INC  
ADDRESS P.O. BOX 796303  
CITY DALLAS TX 75379-230



Legislation Details (With Text)

**File #:** 14-2034      **Version:** 1      **Name:** Executive Session to discuss pending litigation: Dan Wood Vs. the City of Sachse .

**Type:** Agenda Item      **Status:** Agenda Ready

**File created:** 1/30/2014      **In control:** City Council

**On agenda:** 2/3/2014      **Final action:**

**Title:** Adjourn to Executive Session pursuant to the provisions of Texas Government Code Section 551.071: To discuss pending litigation: Dan Wood vs. the City of Sachse Cause No. DC-12-00218-M.

Consider any action necessary as a result of Executive Session.

Executive Summary  
Closed session as provided by State Law.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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**Title**

Adjourn to Executive Session pursuant to the provisions of Texas Government Code Section 551.071:

To discuss pending litigation: Dan Wood vs. the City of Sachse Cause No. DC-12-00218-M.

Consider any action necessary as a result of Executive Session.

*Executive Summary*

*Closed session as provided by State Law.*

**Background**

This agenda item is provided for the City Council to meet in executive session with our attorneys Pete Smith and Robert Maris to discuss this pending litigation.

**Policy Considerations**

None.

**Budgetary Considerations**

None.

**Staff Recommendations**

Conduct executive session and take any action appropriate.



Legislation Details (With Text)

<b>File #:</b>	14-2014	<b>Version:</b>	1	<b>Name:</b>	Affiliation Agreement between Elite Academy and Sachse Fire Rescue Affiliation Agreement with Elite Academy
<b>Type:</b>	Agenda Item	<b>Status:</b>			Agenda Ready
<b>File created:</b>	1/15/2014	<b>In control:</b>			City Council
<b>On agenda:</b>	2/3/2014	<b>Final action:</b>			

**Title:** 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, Texas and Elite EMT Academy for the Sachse Fire Department to provide practical laboratory, clinical experience and training for Elite EMT Academy students.

**Executive Summary**

Elite Academy would like to enter an affiliation agreement with the Sachse Fire Rescue to provide internship services to Emergency Medical Technician students enrolled in Elite Academy.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [51SACHSE Resolution Approving Agreement with Elite Academy \(Acedemy students riding with fire EMT Agreement.pdf\)](#)

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

**Title**

Consider a Resolution of the City Council of the City of Sachse, Texas, approving the terms and conditions of an agreement, by and between the City of Sachse, Texas and Elite EMT Academy for the Sachse Fire Department to provide practical laboratory, clinical experience and training for Elite EMT Academy students.

*Executive Summary*

*Elite Academy would like to enter an affiliation agreement with the Sachse Fire Rescue to provide internship services to Emergency Medical Technician students enrolled in Elite Academy.*

**Background**

The Sachse Fire Rescue department has trained Emergency Medical Technicians (EMT-B) and Emergency Medical Technician Paramedics (EMT-P) in the past with Biocare and the North Texas Fire Academy. Elite Academy is a new and up-and-coming training center for the Emergency Medical Field. The Sachse Fire Rescue Department would provide several 24 hour "ride alongs" for the students to evaluate them as new EMTs in an internship setting.

**Policy Considerations**

Sachse Fire Rescue SOP EMS-202.2 3.2 and 3.3

Budgetary Considerations

None

Staff Recommendations

Staff recommends approval of 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, Texas and Elite EMT Academy for the Sachse Fire Department to provide practical laboratory, clinical experience and training for Elite EMT Academy students.

**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, TEXAS, AND ELITE EMT ACADEMY FOR THE SACHSE FIRE DEPARTMENT TO PROVIDE PRACTICAL LABORATORY, CLINICAL EXPERIENCE AND TRAINING TO ELITE EMT ACADEMY STUDENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Sachse has been presented with a proposed Agreement between the City of Sachse and Elite EMT Academy (the “Agreement”) for the Sachse Fire Department to provide laboratory, clinical experience and training to Elite EMT Academy students;

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

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

**SECTION 1.** That the City Manager is hereby authorized to execute the Agreement, attached hereto as Exhibit “A”, with Elite EMT Academy (the “Agreement”) for the Sachse Fire Department to provide laboratory, clinical experience and training to Elite EMT Academy students.

**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 BETWEEN CITY OF SACHSE AND**  
**ELITE EMT ACADEMY**



3. Once educated by the Department, the Department shall be responsible for ensuring the Students comply with all the requirements. The Students shall be subject to the rules and regulations established by the Department. Failure of a Student to comply with the rules and regulations could cause the removal of the Student from the Program. The station officer has the authority to terminate an individual Student's tour of duty anytime the Student fails to adhere to the Department's rules and regulations.
4. The Department warrants that it shall fully comply with all applicable federal, state and local statues, rules and regulations, and applicable accreditation standards or requirements of any regulating body of the Department.
5. It is understood between the Parties that the Department is at all times acting as an independent contractor under this Agreement and, except as specifically provided, not as an agent, employee partner or joint venture of Elite EMT; and that under no circumstances are any participating Students considered to be agents or employees of the Department or Elite EMT. If a Student is instructed to perform or assist in the performance of a function or duty of a Department employee, it must at all times be carried out under the direct supervision of said Department employee. Failure to comply shall be considered a material breach of this Agreement.
6. It is understood between the Parties since Students are not agents or employees of the Department or Elite EMT, they are not eligible for Worker's Compensation Benefits or equivalent occupational injury benefit coverage as a nonsubscriber to the Texas Workers Compensation through the Department or Elite EMT. Payment for any medical treatment for any Student's injuries or any necessary inoculations is the responsibility of the Student or their employer.
7. Students shall be given the opportunity to participate in the Department's meal times at Student cost and shall be provided a bed. Students shall provide their own sheets, blankets and pillows if they stay overnight.
8. The Department retains the right to refuse to give approval to an individual Student's ride-out or to withdraw approval once given, should a student fail to meet the standards required.
9. The Department shall supply at no expense to Student or Elite EMT, all necessary employee-required PPE to the Students such as gloves, eyes shields, gowns and all medical supplies used on any patients.
10. Student assignments are to be of an educational or training nature with the understanding that such assignments are not to be construed to be a substitute for the services of a Department employee.

**Article II**  
**Elite EMT Responsibilities**

1. Elite EMT and its instructors shall assure that the Students and instructors are fully aware of the confidentiality of all information that Students may have access to during their tours of duty with the Department regarding patient and Department records and any other information of a confidential nature based on ethical medical conduct.
2. Representatives of Elite EMT shall educate the Students about use of universal precautions as prescribed by the Department.
3. The Students shall wear Elite EMT uniforms while performing at the Department. This uniform shall consist of dark blue trousers, blue polo shirt (no tee shirts), and black shoes or boots (closed, plain-toed).
4. Elite EMT shall negotiate and coordinate schedules and student assignments with the EMS officer or designee at least two weeks prior to the requested rotations. The Department assumes no guarantee of availability for those rotations but will attempt to work with Elite EMT to the best of its capacity.
5. Elite EMT shall attempt to ensure that prompt notification to the Department will be made when schedules require revision or assigned Students are late or absent from planned rotations.
6. After the completion of rotations, Elite EMT and the Department shall evaluate the ride-out learning experiences through a mechanism which involves input from the Department preceptors and representatives of Elite EMT Academy.
7. The Students riding out with the Department shall be covered by professional liability insurance provided by Elite EMT or the individual.

**Article III**  
**Indemnification**

**DEPARTMENT SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF ELITE EMT PURSUANT TO THIS AGREEMENT. ELITE EMT HEREBY WAIVES ALL CLAIMS AGAINST THE DEPARTMENT, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “DEPARTMENT”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE DEPARTMENT. ELITE EMT AGREES TO INDEMNIFY AND SAVE HARMLESS THE DEPARTMENT FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS,**

**ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY ELITE EMT'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF ELITE EMT, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE DEPARTMENT). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST THE DEPARTMENT IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, ELITE EMT, ON NOTICE FROM THE DEPARTMENT, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT ELITE EMT'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE DEPARTMENT. ELITE EMT'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY ELITE EMT UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

**Article IV  
Term and Termination**

1. This Agreement shall be effective as outlined above and shall continue for an Initial Term of three (3) years unless otherwise terminated as provided herein. Upon expiration of such Initial Term, this Agreement shall automatically renew for an additional one (1) year term ("Renewal Term") unless the Department or Elite EMT gives the other Party written notice of its election to terminate this Agreement at least ninety (90) days prior to the expiration date of the Initial Term or the Renewal Term. This Agreement may also be terminated by either Party without cause upon thirty (30) days' prior written notice to the other Party or at any time by the mutual consent of both Parties.
2. Notwithstanding any language herein, either Party may immediately terminate this Agreement by providing written notice thereof, if the other Party fails to perform their responsibilities pursuant to the terms of this Agreement.
3. In the event either Party shall give written notice to the other that such other Party has substantially defaulted in the performance of any material duty or material obligation (which obligation must be for the benefit of the Party giving notice) imposed upon it by this Agreement, and such default is not cured within thirty (30) days following the giving of such written notice, the Party giving such written notice shall have the right to immediately terminate this Agreement.

**Article V**  
**Miscellaneous**

1. If one of the students or instructors of Elite EMT should, independent of this Agreement, be employed by the Department on a part-time or full-time basis, this Agreement shall not apply during the hours in which a student or instructor is performing his/her duties in the Department as an employee of the Department.
2. In the event a government, administrative or legislative amendment is made to the provisions of the Social Security Act, or in the event of a court decision or government statement that would render this Agreement illegal, or give rise to the reasonable belief by either Party that this Agreement may be in violation of any law, the Parties shall attempt in good faith to renegotiate the provisions of the Agreement. If an agreement cannot be reached within thirty (30) days, this Agreement may be immediately terminated by either Party.
3. Nothing in this Agreement shall be construed as an offer for payment by one Party to the other Party of cash or other remuneration, either directly or indirectly, in exchange for patient referrals or for arrangements for or recommendations for any item or service.
4. This Agreement contains the entire agreement of the Parties hereto, supersedes all prior agreements, and understandings, whether oral or in writing, if any, relating to the subject matter hereof, and may be amended only by written amendment of the Parties hereto.
5. Neither Party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other Party of any of the provisions of this Agreement. Further, the waiver by either Party of a particular breach of this Agreement by the other Party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.
6. This Agreement shall be governed by the laws of the State of Texas and is performable and shall be enforceable in Dallas County, Texas.
7. No amendment, modification or supplement of any provision of this Agreement shall be effective unless in writing, signed by the Parties hereto.
8. Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party.
9. If any provision of this Agreement is held to be inoperative, on unenforceable or invalid under present or future laws effective during the term of this Agreement, such shall be inoperative, unenforceable or invalid without affecting the remaining provisions. This Agreement shall be construed and enforced as if such

illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and, to that end, the provisions of this Agreement are declared to be severable.

10. The section headings in this Amendment had been inserted for convenience of reference only and shall in no matter affect the meaning or interpretation of the various provisions hereof.

*[Signature page to follow]*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**City of Sachse, Texas**

By: \_\_\_\_\_  
William K. George, City Manager

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**Elite EMT Academy**

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



Legislation Details (With Text)

<b>File #:</b>	14-2015	<b>Version:</b>	1	<b>Name:</b>	CD - HERITAGE PARK PD POSTPONE CC
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Agenda Ready
<b>File created:</b>	1/16/2014	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	2/3/2014	<b>Final action:</b>		<b>Final action:</b>	

**Title:** Consider the postponement until February 17, 2014, of an Ordinance of the City of Sachse, Texas, amending the Comprehensive Zoning Ordinance and Map, as heretofore amended; to grant a change of zoning from a Single-Family Residential (R-10) District to a Planned Development District (PD-27) on an approximately 79.902-acre tract of land, more particularly described in Exhibit "A" and located on the west side of Merritt Road approximately 1,500 feet north of Hudson Drive, City of Sachse, Dallas County, Texas; providing for the approval of the Zoning Exhibit attached as Exhibit "B"; providing for the approval of Development Standards attached as Exhibit "C"; providing for the approval of the Zoning Concept Plan approved as Exhibit "D".

**Executive Summary**

This item is being postponed since state of Texas and City of Sachse legal advertising requirements were not met prior to this meeting. This request is being postponed until the February 17, 2014 City Council meeting.

**Sponsors:**

**Indexes:**

**Code sections:**

- Attachments:**
- [CD - HERITAGE PARK PD CC - DRAFT ORD.pdf](#)
  - [CD - HERITAGE PARK PD CC - DRAFT ORD - EXHIBIT A.pdf](#)
  - [CD - HERITAGE PARK PD CC - DRAFT ORD - EXHIBIT B.pdf](#)
  - [CD - HERITAGE PARK PD CC - DRAFT ORD - EXHIBIT C.pdf](#)
  - [CD - HERITAGE PARK PD CC - DRAFT ORD - EXHIBIT D.pdf](#)

Date	Ver.	Action By	Action	Result
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**Title**

Consider the postponement until February 17, 2014, of an Ordinance of the City of Sachse, Texas, amending the Comprehensive Zoning Ordinance and Map, as heretofore amended; to grant a change of zoning from a Single-Family Residential (R-10) District to a Planned Development District (PD-27) on an approximately 79.902-acre tract of land, more particularly described in Exhibit "A" and located on the west side of Merritt Road approximately 1,500 feet north of Hudson Drive, City of Sachse, Dallas County, Texas; providing for the approval of the Zoning Exhibit attached as Exhibit "B"; providing for the approval of Development Standards attached as Exhibit "C"; providing for the approval of the Zoning Concept Plan approved as Exhibit "D".

**Executive Summary**

*This item is being postponed since state of Texas and City of Sachse legal advertising*

*requirements were not met prior to this meeting. This request is being postponed until the February 17, 2014 City Council meeting.*

#### Background

A public hearing was held before the Planning and Zoning Commission on January 13, 2014, where this item was recommended for approval. However, the requisite legal advertising requirements were not met prior to the City Council meeting. The legal advertisement for this item was published in the January 23, 2014 edition of the Sachse News, which meets the requirements to allow for consideration by City Council on February 17, 2014.

#### Policy Considerations

None.

#### Budgetary Considerations

None.

#### Staff Recommendations

Staff recommends postponement of an Ordinance of the City of Sachse, Texas, amending the Comprehensive Zoning Ordinance and Map, as heretofore amended; to grant a change of zoning from a Single-Family Residential (R-10) District to a Planned Development District (PD-27) on an approximately 79.902-acre tract of land, more particularly described in Exhibit "A" and located on the west side of Merritt Road approximately 1,500 feet north of Hudson Drive, City of Sachse, Dallas County, Texas; providing for the approval of the Zoning Exhibit attached as Exhibit "B"; providing for the approval of Development Standards attached as Exhibit "C"; providing for the approval of the Zoning Concept Plan approved as Exhibit "D".

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

**AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED; TO GRANT A CHANGE OF ZONING FROM A SINGLE-FAMILY RESIDENTIAL (R-10) DISTRICT TO A PLANNED DEVELOPMENT DISTRICT (PD-27) TO PROVIDE FOR AN INCREASE IN THE MAXIMUM LOT COVERAGE FROM 35% TO 40% ON AN APPROXIMATELY 79.902-ACRE TRACT OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO AND LOCATED ON THE WEST SIDE OF MERRITT ROAD APPROXIMATELY 1,500 FEET NORTH OF HUDSON DRIVE, CITY OF SACHSE, DALLAS COUNTY, TEXAS; PROVIDING FOR THE APPROVAL OF THE ZONING EXHIBIT ATTACHED AS EXHIBIT “B”; PROVIDING FOR THE APPROVAL OF DEVELOPMENT STANDARDS ATTACHED AS EXHIBIT “C”; PROVIDING FOR THE APPROVAL OF THE ZONING CONCEPT PLAN APPROVED AS EXHIBIT “D”; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Planning and Zoning Commission of the City of Sachse and the governing body of the City of Sachse, in compliance with state laws applying to amending the Comprehensive Zoning Ordinance and Map, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the governing body of the City of Sachse is of the opinion that said comprehensive Zoning Ordinance should be amended as provided herein;

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

**SECTION 1.** That the Comprehensive Zoning Ordinance and Map of the City of Sachse, Texas, as heretofore amended, be and the same are hereby further amended to grant a change in zoning from Single Family Residential (R-10) to Planned Development (PD-27) to provide for an increase in the maximum lot coverage from 35% to 40% on an approximately 79.902-acre tract of land located on the west side of Merritt Road approximately 1,500 feet north of Hudson Drive, City of Sachse, Dallas County, Texas, being more particularly described by metes and bounds in Exhibit “A” attached hereto and incorporated herein; and, as depicted in Exhibit “B”, attached hereto and incorporated herein by reference.

**SECTION 2.** The property described in Exhibit “A”, shall be developed in accordance with the following exhibits, each of which are attached hereto and incorporated herein:

Exhibit “C” - Development Regulations

Exhibit “D” - Zoning Concept Plan.

**SECTION 3.** That all provisions of the ordinances of the City of Sachse in conflict with the provisions of this ordinance be and the same are hereby repealed.

**SECTION 4.** That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

**SECTION 5.** That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 6.** That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Sachse, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 7.** This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

**PASSED AND APPROVED** by the City Council of the City of Sachse, Texas on the \_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED:

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Mike Felix  
Mayor

DULY ENROLLED:

---

Terry Smith  
City Secretary

APPROVED AS TO FORM:

---

Peter G. Smith  
City Attorney  
(01-06-14/64243)

**EXHIBIT A - LEGAL DESCRIPTION**

**WHEREAS** Meritage Homes of Texas, LLC is the owner of that parcel of land located in the City of Sachse, Dallas County, Texas, a part of the Richard Copeland Survey, Abstract No. 228, a part of the McKinney and Williams Survey, Abstract No. 1000, and being all of that called 79.890 acre tract of land described In o Special Warranty Deed from Arcadia Land

Partners 32, Ltd. to Meritage Homes of Texas, LLC as recorded in Document Number 201200114683 of the Official Public Records of Dallas County, Texas, and being further described as follows:

**BEGINNING** at a one-half inch iron rod found for the northeast corner of called 79.890 acre tract of land, said point being in the extension of the south line of a called 10 acre tract of land as described in a Warranty Deed to Ronda I Lynn Norcross and wife Clarissa Norcross as recorded In Volume 2001173, Page 614, Dallas County Deed Records, said point being in the west right-of-way line of Merritt Road (a variable width right-of-way), and said point is approximately 4552 feet north and 2 feet west of the southeast comer of the Richard Copeland Survey, Abstract No. 228;

**THENCE** along west right-of-way line of Merritt Road as follows:

South 00 degrees 45 minutes 40 seconds West, 160.68 feet to a one-half inch iron rod found for earner;

North 89 degrees 36 minutes 58 seconds West, 19.11 feet to a one-half inch iron rod found for comer;

South 00 degrees 45 minutes 40 seconds West, 423.41 feet to a one-half inch iron rod found for corner;

North 88 degrees 58 minutes 07 seconds West, 50.50 feet to a one-half Inch Iron rod found for corner;

South 00 degrees 51 minutes 19 seconds West, 599.78 feet to a one-half inch iron rod found for corner;

South 02 degrees 52 minutes 41 seconds East, 157.27 feet to a one-half inch iron rod found at the north corner of Heritage Park, Phase 1, an addition to the City of Sachse recorded In County Clerk's Document Number 201200004548, Official Public Records of Dallas County, Texas;

**THENCE** along the northwesterly line of said Heritage Park Phase 1 as follows:

South 60 degrees 34 minutes 56 seconds West, 71.45 feet to a one-half inch iron rod found for corner;

South 42 degrees 03 minutes 22 seconds West, 62.25 feet ta a one-half inch iron rod found for earner;

South 67 degrees 24 minutes 36 seconds West, B1.08 feet to o one-half Inch Iron rod found for corner;

South 48 degrees 42 minutes 19 seconds West, 151.31 feet to o one-half inch iron rod found for corner;

South 53 degrees 40 minutes 17 seconds West, 700.71 feet to o one-half inch iron rod found for corner;

South 46 degrees 08 minutes 00 seconds West, 747.91 feet to o one-half inch iron rod found at the southwest comer of said Heritage Park, Phase 1;

**THENCE** along the south line of said Heritage Park, Phase 1 as follows:

Southeasterly, 124.60 feet along a curve to the right which has a central angle of 11 degrees 43 minutes 55 seconds, a radius of 608.50 feet, a tangent of 62.52 feet, and whose chord bears South 53 degrees 16 minutes 47 seconds East, 124.38 feet to o one-half Inch Iron rod found for corner;

Southeasterly, 51.69 feet along a curve to the left which has a central angle of 05 degrees 29 minutes 06 seconds, a radius of 540.00 feet, a tangent at 25.87 feet, and whose chord bears South 50 degrees 09 minutes 22 seconds East, 51.67 feet to a one-half inch iron rod found for corner;

South 37 degrees 06 minutes 05 seconds West, 35.00 feet to a one-half inch iron rod found in the north line of that tract of land called Tract A as described In deed to Heritage Pork Holdings, LLC recorded In County Clerk's Document Number 201000202494, Official Public Records of Dallas County, Texas;

**THENCE** along the south line of said 79.890 acre tract of land as follows:

Northwesterly, 55.05 feet along the north line of said Tract A and along a curve to the right which has a central angle of 05 degrees 29 minutes 06 seconds, a radius of 575.00 feet, a tangent of 27.54 feet, and whose chord bears North 50 degrees 09 minutes 22 seconds West, 55.02 feet to o one-half Inch Iron rod found for comer;

Northwesterly, 156.21 feet along the north line of said Tract A and along a curve to the left which has o central angle of 15 degrees 36 minutes 23 seconds, a radius of 573.50 feet, a tangent of 78.59 feet, and whose chord bears North 55 degrees 13 minutes 01 seconds West, 155.73 feet to a one-half inch iron rod set for corner;

South 21 degrees 41 minutes 44 seconds West, 35.16 feet to o one-half inch iron rod found at the northwest comer of said Tract A and said point being the northeast corner of a called 10.615 acre tract of land described in a Special Warranty Deed to the City of Sachse as recorded In Volume 98121, Page 6186, Dallas County Deed Records;

Northwesterly, 434.79 feet along the north line of said 10.615 acre tract of land and along a curve to the left which has o central angle of 46 degrees 15 minutes 42 seconds, a radius of 538.50 feet, o tangent of 230.03 feet, and whose chord bears North 85 degrees 48 minutes 23 seconds West, 423.08 feet to a one-half inch iron rod found for corner;

South 71 degrees 03 minutes 53 seconds West, 139.59 feet to a one-half inch iron rod found at the northwest comer of said 10.615 acre tract of land and said point being in the east line of that tract of land described in o Special Warranty Deed to The City of Sachse as recorded in Volume 94150, Page 6284, Dallas County Deed Records, said point being the southwest corner of said 79.890 acre tract of land;

**THENCE** along the west line of said 79.89D acre tract of land as follows:

North 00 degrees 28 minutes 17 seconds West, 632.39 feet to a one-half inch iron rod found at the northeast corner of a called 8.94 acre tract of land described in a Special Warranty Deed to Garland Independent School District as recorded in Volume 94150, Page 6273, Dallas County Deed Records, said point being in the south line of a called 10 acre tract of land described in a General Warranty Deed to Franklin L. Millsap and wife Mary Lou Millsap as recorded in Volume 79036, Page 358, Dallas County Deed Records;

North 82 degrees 14 minutes 07 seconds East, 391.81 feet to a one-half inch iron rod found at the southeast corner of said Millsap tract of land;

North 00 degrees 22 minutes 36 seconds East, 50.20 feet to a one-half inch iron rod found for the southeast corner of Hunters Ridge Addition, an addition to the City of Sachse as recorded in Volume 84190, Page 2707, Dallas County Deed Records;

North 00 degrees 13 minutes 58 seconds West, 700.46 feet to a one-half inch iron rod found in the east line of Hunters Ridge Addition, an addition to the City of Sachse as recorded in Volume 84190, Page 2707, Dallas County Deed Records;

North 00 degrees 33 minutes 36 seconds West, 187.85 feet to a one-half inch iron rod found at the northeast corner of said Hunters Ridge Addition, said point being the southeast corner of Texas Estates Phase 1 Addition, an addition to the City of Sachse as recorded in Volume 96056, Page 4384, Dallas County Deed Records;

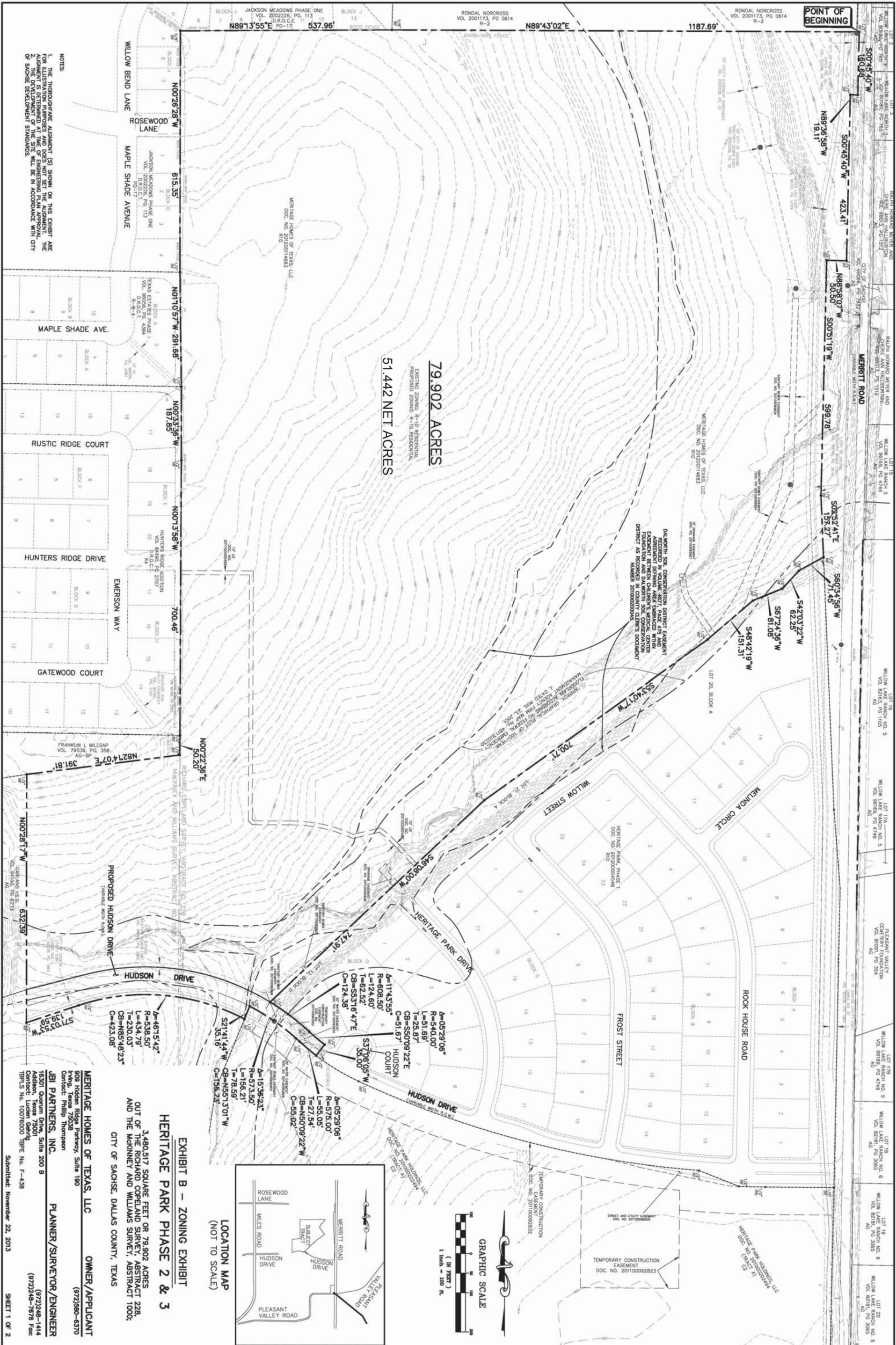
North 01 degrees 10 minutes 57 seconds West, 291.68 feet to a one-half inch iron rod found at the northeast corner of said Texas Estates Phase 1 Addition, said point being the southeast corner of Jackson Meadows Phase One Addition, an addition to the City of Sachse as recorded in Volume 2002226, Page 113, Dallas County Deed Records;

North 00 degrees 26 minutes 28 seconds West, 615.35 feet to a five-eighths inch iron rod found at the northwest corner of said 111.141 acre tract of land;

**THENCE** along the north line of said 79.890 acre tract of land as follows:

North 89 degrees 13 minutes 55 seconds East, 537.96 feet to a five-eighths inch iron rod found for corner;

North 89 degrees 43 minutes 02 seconds East, 1187.69 feet along the south line of said Norcross tract of land to the POINT OF BEGINNING and containing 3,480,517 square feet or 79.902 acres of land.





## **EXHIBIT C – PLANNED DEVELOPMENT STANDARDS**

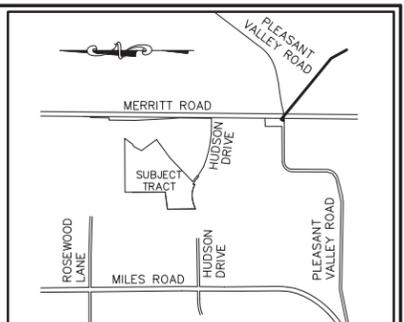
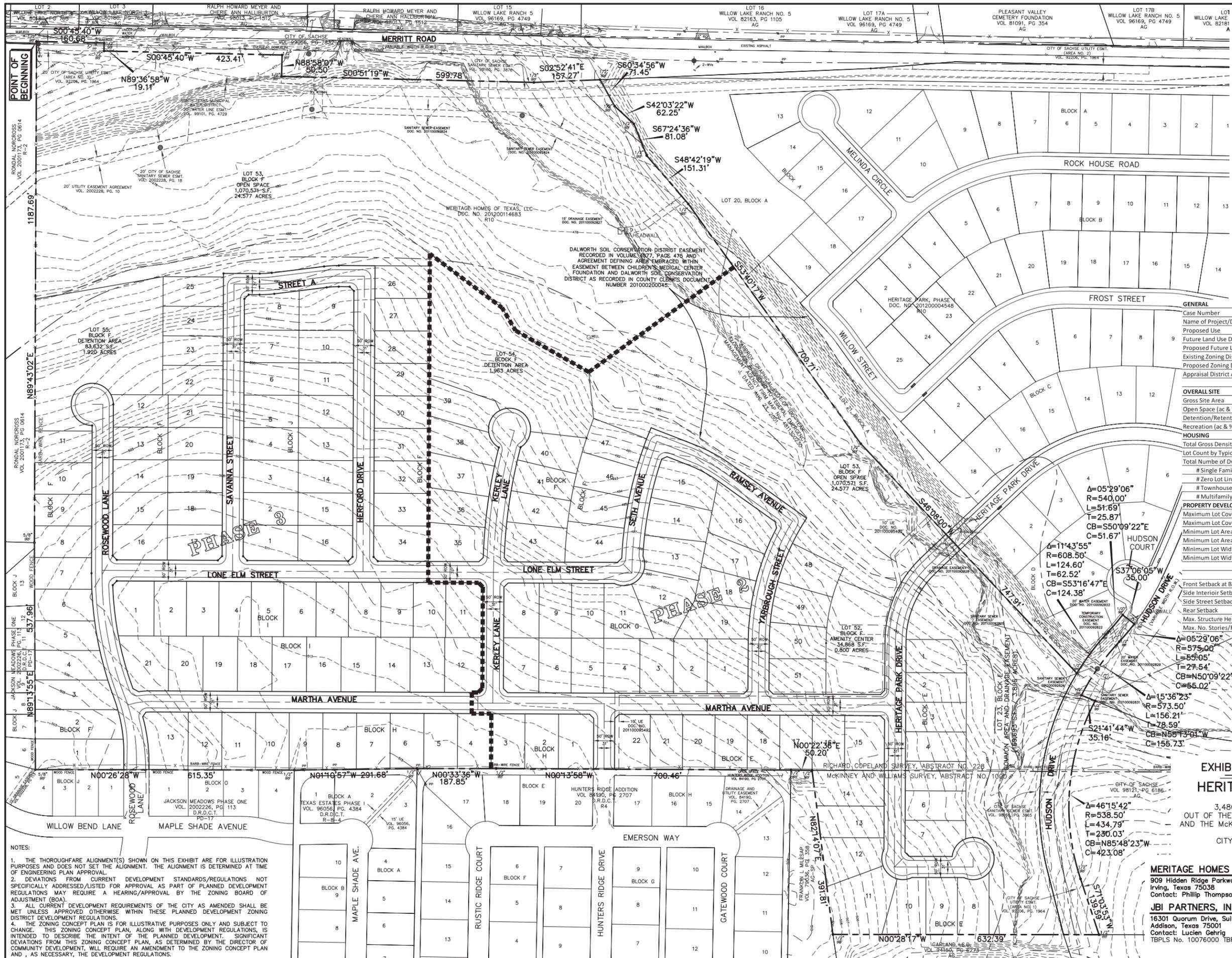
### Existing Zoning and Land Use

The existing zoning for Heritage Park Phase 2 & 3 is single family zoning classified as R10. The current land use is undeveloped detached single family lots, which corresponds with the future land use plan calling low density residential.

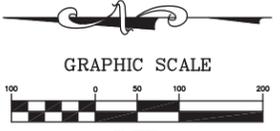
### Planned Development Standards

Meritage Homes is seeking to amend the City of Sachse zoning for Heritage Park from R-10 to Planned Development for the Heritage Park Subdivision (Phase 2 & 3). Requested Planned Development standards are as follows:

- The underlying zoning would remain R-10.
- The maximum lot coverage would be increased from 35% to 40%.
- No other changes to the underlying zoning standards are requested.



LOCATION MAP (NOT TO SCALE)



**ZONING CONCEPT PLAN DATA**

GENERAL		
Case Number	Z013-06	
Name of Project/Development	HERITAGE PARK, PHASE 2 & 3	
Proposed Use	Single Family Residential	
Future Land Use Designation	Low Density Residential	
Proposed Future Land Use Designation	Low Density Residential	
Existing Zoning District	R-10	
Proposed Zoning District	PD-	
Appraisal District Account Numbers and County	DCAD No. 6502286301001000 DCAD No. 65022863010010100	
OVERALL SITE		
Gross Site Area	79,902 acres	
Open Space (ac & %)	Flood Plain - 24,577 ac, 30.76%	
Detention/Retention (ac & %)	Detention - 3,883 ac, 4.86%	
Recreation (ac & %)	Amenity Center - 0.800 ac, 1.00%	
HOUSING		
Total Gross Density (du/ac)	1.78	
Lot Count by Typical Lot Size	142	
Total Number of Dwelling Units	142	
# Single Family (SF)	142	
# Zero Lot Line (ZLL)	0	
# Townhouse (TH)	0	
# Multifamily (MF)	0	
PROPERTY DEVELOPMENT REGULATIONS		
Maximum Lot Coverage (permitted)	35%	
Maximum Lot Coverage (proposed)	40%	
Minimum Lot Area (required)	10,000 sf (10% Lots allowed at 9,000 sf)	
Minimum Lot Area (proposed)	10,000 sf (10% Lots allowed at 9,000 sf)	
Minimum Lot Width (required)	70 ft (10% Lots allowed at 63 ft)	
Minimum Lot Width (proposed)	70 ft (10% Lots allowed at 63 ft)	
	<b>Required</b>	<b>Proposed</b>
Front Setback at Building Line	25 ft	25 ft
Side Interior Setback	10% Lot width	10% Lot width
Side Street Setback	15 ft	15 ft
Rear Setback	25 ft	25 ft
Max. Structure Height (permitted & proposed)	30 ft	30 ft
Max. No. Stories/Floors (permitted & proposed)	2	2

**EXHIBIT D - ZONING CONCEPT PLAN  
HERITAGE PARK PHASE 2 & 3**

3,480,517 SQUARE FEET OR 79.902 ACRES  
OUT OF THE RICHARD COPELAND SURVEY, ABSTRACT 228,  
AND THE MCKINNEY AND WILLIAMS SURVEY, ABSTRACT 1000.

CITY OF SACHSE, DALLAS COUNTY, TEXAS

**MERITAGE HOMES OF TEXAS, LLC** OWNER/APPLICANT  
909 Hidden Ridge Parkway, Suite 190  
Irving, Texas 75038  
Contact: Phillip Thompson (972)580-6370

**JBI PARTNERS, INC.** PLANNER/SURVEYOR/ENGINEER  
16301 Quorum Drive, Suite 200 B  
Addison, Texas 75001  
Contact: Lucien Gehrig (972)248-1414  
TBPLS No. 10076000 TBPE No. F-438 (972)248-7676 Fax:

- NOTES:
1. THE THOROUGHFARE ALIGNMENT(S) SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DOES NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT TIME OF ENGINEERING PLAN APPROVAL.
  2. DEVIATIONS FROM CURRENT DEVELOPMENT STANDARDS/REGULATIONS NOT SPECIFICALLY ADDRESSED/LISTED FOR APPROVAL AS PART OF PLANNED DEVELOPMENT REGULATIONS MAY REQUIRE A HEARING/APPROVAL BY THE ZONING BOARD OF ADJUSTMENT (BOA).
  3. ALL CURRENT DEVELOPMENT REQUIREMENTS OF THE CITY AS AMENDED SHALL BE MET UNLESS APPROVED OTHERWISE WITHIN THESE PLANNED DEVELOPMENT ZONING DISTRICT DEVELOPMENT REGULATIONS.
  4. THE ZONING CONCEPT PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE. THIS ZONING CONCEPT PLAN, ALONG WITH DEVELOPMENT REGULATIONS, IS INTENDED TO DESCRIBE THE INTENT OF THE PLANNED DEVELOPMENT. SIGNIFICANT DEVIATIONS FROM THIS ZONING CONCEPT PLAN, AS DETERMINED BY THE DIRECTOR OF COMMUNITY DEVELOPMENT, WILL REQUIRE AN AMENDMENT TO THE ZONING CONCEPT PLAN AND, AS NECESSARY, THE DEVELOPMENT REGULATIONS.

Plotted by: psneider Plot Date: 11/22/2013 9:08 AM  
Drawing: H:\Projects\MEH011A\dwg\MEH011A-zoning-concept-plan.dwg Saved By: psneider Save Time: 11/22/2013 9:07 AM



## Legislation Details (With Text)

**File #:** 14-2016      **Version:** 1      **Name:** CD - PW VZ CELL TOWER PD POSTPONE CC  
**Type:** Agenda Item      **Status:** Agenda Ready  
**File created:** 1/16/2014      **In control:** City Council  
**On agenda:** 2/3/2014      **Final action:**

**Title:** Consider the postponement until February 17, 2014, of an Ordinance of the City of Sachse, Texas, amending the Comprehensive Zoning Ordinance and Map, as heretofore amended; to grant a change of zoning from an Agricultural (AG) District and Single Family Residential (R-1) District to a Planned Development District (PD-26) to allow for the development of a Type 2 Cellular Communications Tower on an approximately 10.6241-acre tract of land, more particularly described in Exhibit "A" and located at 6420 Sachse Road, City of Sachse, Dallas County, Texas; providing for the approval of the Zoning Exhibit attached as Exhibit "B"; providing for the approval of Development Standards attached as Exhibit "C"; providing for the approval of the Zoning Concept Plan approved as Exhibit "D".

### Executive Summary

This item is being postponed since state of Texas and City of Sachse legal advertising requirements were not met prior to this meeting. This request is being postponed until the February 17, 2014 City Council meeting.

### Sponsors:

### Indexes:

### Code sections:

- Attachments:** [CD - PW VZ CELL TOWER PD CC - DRAFT ORD.pdf](#)  
[CD - PW VZ CELL TOWER PD CC - DRAFT ORD - EXHIBIT A.pdf](#)  
[CD - PW VZ CELL TOWER PD CC - DRAFT ORD - EXHIBIT B.pdf](#)  
[CD - PW VZ CELL TOWER PD CC - DRAFT ORD - EXHIBIT C.pdf](#)  
[CD - PW VZ CELL TOWER PD CC - DRAFT ORD - EXHIBIT D.pdf](#)

Date	Ver.	Action By	Action	Result
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### Title

Consider the postponement until February 17, 2014, of an Ordinance of the City of Sachse, Texas, amending the Comprehensive Zoning Ordinance and Map, as heretofore amended; to grant a change of zoning from an Agricultural (AG) District and Single Family Residential (R-1) District to a Planned Development District (PD-26) to allow for the development of a Type 2 Cellular Communications Tower on an approximately 10.6241-acre tract of land, more particularly described in Exhibit "A" and located at 6420 Sachse Road, City of Sachse, Dallas County, Texas; providing for the approval of the Zoning Exhibit attached as Exhibit "B"; providing for the approval of Development Standards attached as Exhibit "C"; providing for the approval of the Zoning Concept Plan approved as Exhibit "D".

### Executive Summary

*This item is being postponed since state of Texas and City of Sachse legal advertising*

*requirements were not met prior to this meeting. This request is being postponed until the February 17, 2014 City Council meeting.*

#### Background

A public hearing was held before the Planning and Zoning Commission on January 13, 2014, where this item was recommended for approval. However, the requisite legal advertising requirements were not met prior to the City Council meeting. The legal advertisement for this item was published in the January 23, 2014 edition of the Sachse News, which meets the requirements to allow for consideration by City Council on February 17, 2014.

#### Policy Considerations

None.

#### Budgetary Considerations

None.

#### Staff Recommendations

Staff recommends postponement of an Ordinance of the City of Sachse, Texas, amending the Comprehensive Zoning Ordinance and Map, as heretofore amended; to grant a change of zoning from an Agricultural (AG) District and Single Family Residential (R-1) District to a Planned Development District (PD-26) to allow for the development of a Type 2 Cellular Communications Tower on an approximately 10.6241-acre tract of land, more particularly described in Exhibit "A" and located at 6420 Sachse Road, City of Sachse, Dallas County, Texas; providing for the approval of the Zoning Exhibit attached as Exhibit "B"; providing for the approval of Development Standards attached as Exhibit "C"; providing for the approval of the Zoning Concept Plan approved as Exhibit "D".

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

**AN ORDINANCE OF THE CITY OF SACHSE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED; TO GRANT A CHANGE OF ZONING FROM AN AGRICULTURAL (AG) DISTRICT AND SINGLE FAMILY RESIDENTIAL (R-1) DISTRICT TO A PLANNED DEVELOPMENT DISTRICT (PD-26) TO ALLOW FOR THE DEVELOPMENT OF A TYPE 2 CELLULAR COMMUNICATIONS TOWER ON AN APPROXIMATELY 10.6241-ACRE TRACT OF LAND, MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” AND LOCATED AT 6420 SACHSE ROAD, CITY OF SACHSE, DALLAS COUNTY, TEXAS; PROVIDING FOR THE APPROVAL OF THE ZONING EXHIBIT ATTACHED AS EXHIBIT “B”; PROVIDING FOR THE APPROVAL OF DEVELOPMENT STANDARDS ATTACHED AS EXHIBIT “C”; PROVIDING FOR THE APPROVAL OF THE ZONING CONCEPT PLAN APPROVED AS EXHIBIT “D”; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Planning and Zoning Commission of the City of Sachse and the governing body of the City of Sachse, in compliance with state laws applying to amending the Comprehensive Zoning Ordinance and Map, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the governing body of the City of Sachse is of the opinion that said comprehensive Zoning Ordinance should be amended as provided herein;

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

**SECTION 1.** That the Comprehensive Zoning Ordinance and Map of the City of Sachse, Texas, as heretofore amended, be and the same are hereby further amended to grant a change in zoning from Agricultural (AG) and Single Family Residential (R-1) to Planned Development (PD) on an approximately 10.6241-acre tract of land located 6420 Sachse Road, City of Sachse, Dallas County, Texas being more particularly described by metes and bounds in Exhibit “A” and as depicted in Exhibit “B”, attached hereto and incorporated herein by reference.

**SECTION 2.** The property described in Exhibit “A”, shall be developed in accordance with the following exhibits, each of which are attached hereto and incorporated herein:

Exhibit “C” - Development Regulations

Exhibit “D” - Zoning Concept Plan.

**SECTION 3.** That all provisions of the ordinances of the City of Sachse in conflict with the provisions of this ordinance be and the same are hereby repealed.

**SECTION 4.** That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

**SECTION 5.** That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 6.** That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Sachse, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 7.** This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

**PASSED AND APPROVED** by the City Council of the City of Sachse, Texas on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED:

---

Mike Felix  
Mayor

DULY ENROLLED:

---

Terry Smith  
City Secretary

APPROVED AS TO FORM:

---

Peter G. Smith  
City Attorney  
(01-08-14/64265)

## EXHIBIT "A"

BEING a tract of land situated in the T. R. Goodwin Survey, Abstract No. 502, and the R. D. Newman Survey, Abstract No. 1072 in the City of Sachse, Texas, also being all of that certain 9.994 acre tract of land conveyed to the City of Sachse, according to that Special Warranty Deed dated February 23, 2000, recorded in Volume 2000040, Page 1742, Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the center of Sachse Road from which a 3/8 inch iron rod found at the most westerly corner of said 9.994 acre tract, same being the most northerly corner of a 3.42 acre tract conveyed to the City of Sachse, Texas, by Volume 87096, Page 4197, Deed Records, Dallas County, Texas, also being in the southeast right-of-way line of Sachse Road, bears South 36 degrees 11 minutes 38 seconds East a distance of 50.48 feet;

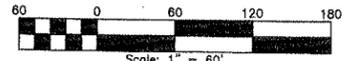
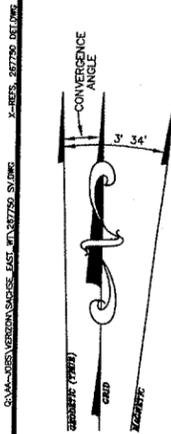
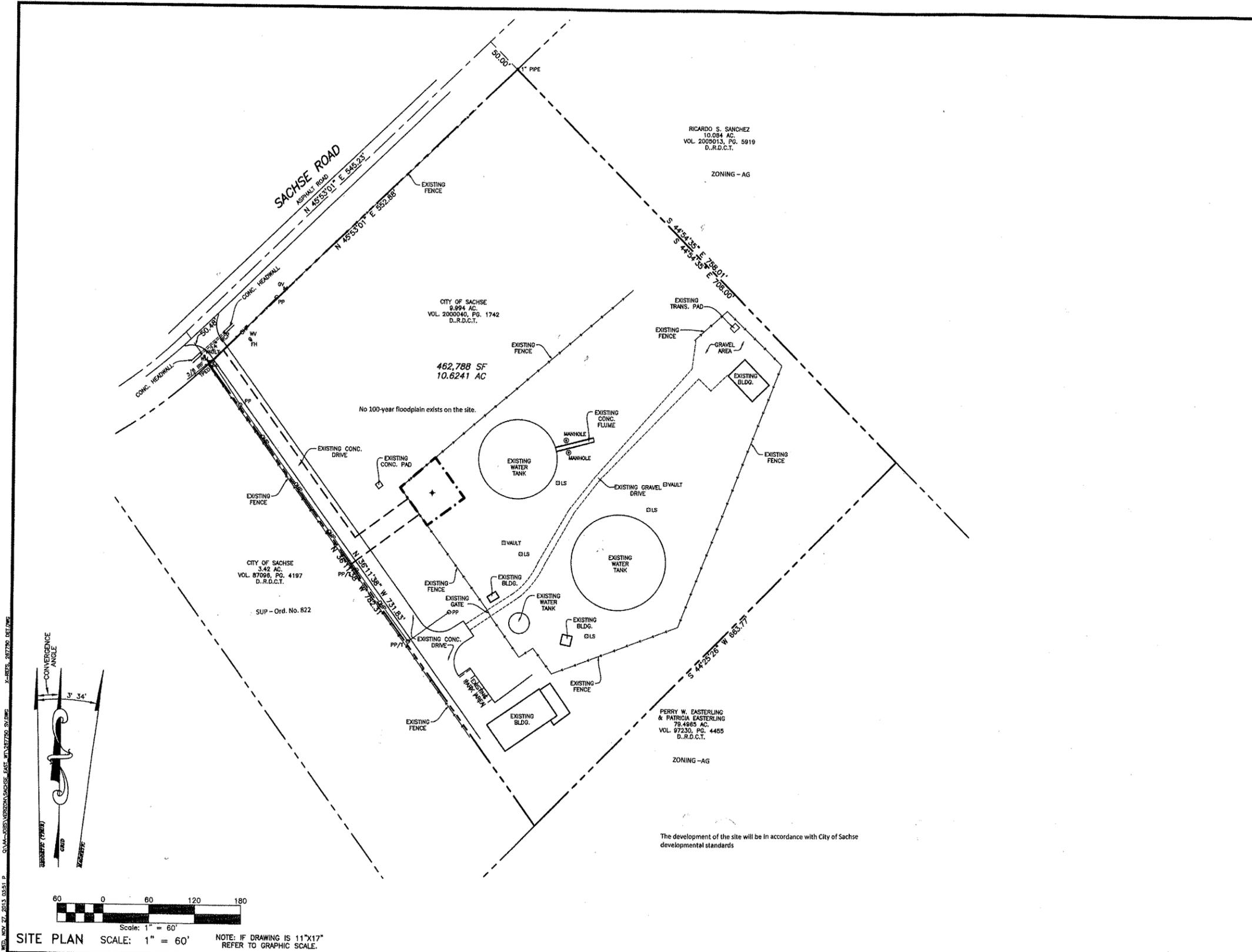
THENCE along the centerline of said Sachse Road, North 45 degrees 53 minutes 01 seconds East, a distance of 545.23 feet to a Point;

THENCE South 44 degrees 54 minutes 35 seconds East, passing at a distance of 50.00 feet a 1" pipe found for the most northerly corner of said 9.994 acre tract, same being the most westerly corner of a 10.084 acre tract conveyed to Ricardo S. Sanchez by Volume 2005013, Page 5919, Deed Records, Dallas County, Texas, and continuing for a total distance of 758.01 feet to a Point, same being the most easterly corner of said 9.994 acre tract and being the most northerly corner of a 79.4965 acre tract conveyed to Perry W. Easterling and Patrician Easterling by Volume 97230, Page 4455, Deed Records, Dallas County, Texas;

THENCE along the southeast line of said 9.994 acre tract, same being the northwest line of said 79.4965 acre tract, South 44 degrees 25 minutes 26 seconds West, a distance of 663.77 feet to a Point, same being the most southerly corner of said 9.994 acre tract and the most easterly corner of said 3.42 acre tract;

THENCE along the southwest line of said 9.994 acre tract, same being the northeast line of said 3.42 acre tract, North 36 degrees 11 minutes 38 seconds West, passing at a distance of 731.83 feet a 3/8 inch iron rod found at the most westerly corner of said 9.994 acre tract, same being the most northerly corner of said 3.42 acre tract and continuing for a total distance of 782.31 feet to the POINT OF BEGINNING hereof and containing 10.6241 acres or 462,788 square feet of land, more or less.

DEC 30 2013



**SITE PLAN** SCALE: 1" = 60' NOTE: IF DRAWING IS 11"x17" REFER TO GRAPHIC SCALE.

The development of the site will be in accordance with City of Sachse developmental standards

**EXHIBIT B – ZONING EXHIBIT P13-07**

SACHSE EAST WATER TOWER  
 5436 SACHSE RD.  
 THOMAS R. GOODWIN ABSTRACT 502 PAGE 135  
 R.D. NEWMAN ABSTRACT 1072  
 DALLAS COUNTY  
 DECEMBER, 2013

OWNER: CITY OF SACHSE  
 3815 SACHSE ROAD  
 SACHSE, TX 75048  
 972 495 1212

APPLICANT: PETER KAVANAGH  
 ZONE SYSTEMS, INC  
 1620 HANDLEY DRIVE  
 DALLAS, TX 75208  
 214 941-4440

REPRESENTING: VERIZON WIRELESS

TOTAL GROSS AREA = 10.6241 ACRES

## **PLANNED DEVELOPMENT STANDARDS**

### Existing Zoning and Land Use

The existing zoning designation for the subject property is Agricultural (AG) and Single Family Residential (R-1). The subject property is currently being utilized for the City of Sachse Public Works building and related operations.

### Planned Development Standards

The Planned Development will utilize an underlying zoning designation of Agricultural (AG) with the following exception that a “Type 2 Telecommunications Antenna” is permitted by right. All other Agricultural district standards will be in effect.

### Design/Construction Standards

The Planned Development will utilize the following design and construction standards:

*General.* These Standards will permit the erection of a monopole that will be one hundred fifty (150) feet in height. The monopole will be designed to accommodate four (4) carriers. Ground space around the tower will be large enough to accommodate the ground equipment of other carriers.

*Tower.* The tower is a monopole that will be one hundred fifty (150) feet in height. The top antenna mast on the tower will be constructed to provide for the antennas to have a center line (center of an eight-foot tall antenna would be in the middle or at the four foot mark). The total height with the mast just above the top of the tower and the lightning rod being just above the mast is one hundred fifty eight (158) feet.

The tower will be designed for this site. A foundation plan will be designed for this site. All plans are to be sealed by a registered Texas engineer.

The tower will be constructed in accordance with Figure 1 below.

*{This space intentionally left blank}*

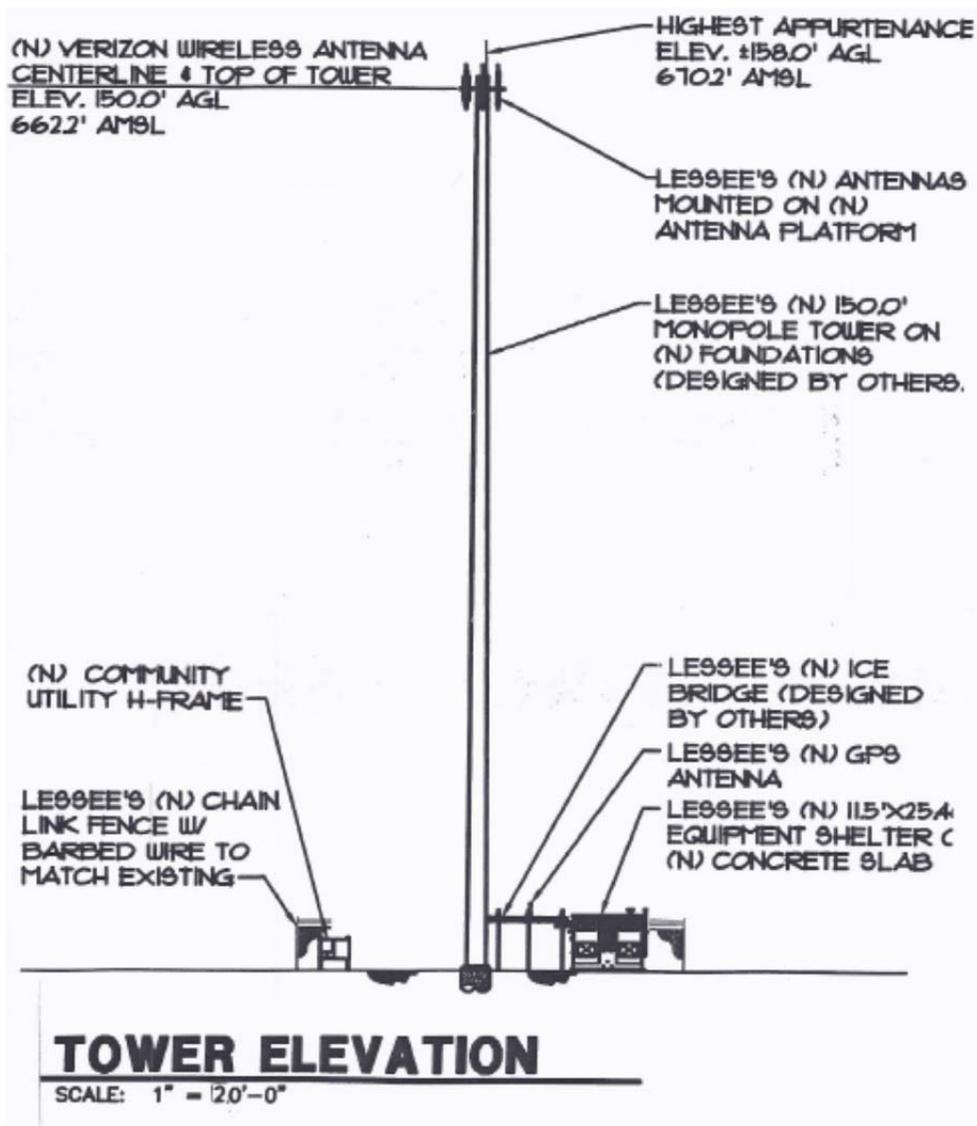


Figure 1. Tower Elevation

*Compound.* The compound will be approximately sixty (60) feet by sixty (60) feet area surrounded by a six foot chain-link fence (Reference Exhibit D of this Ordinance for Compound boundary). The compound will contain the tower and ground equipment. The ground equipment will sit on a concrete slab. Other telecommunications carriers who may co-locate on this tower will have their ground equipment on separate concrete slabs. The location of future equipment shelters/cabinets is provided on Exhibit D to show the potential location of such improvements in the future. Modification of the final location of equipment shelters/cabinets will be permitted without amendment to this Planned Development provided the location is wholly within the compound area shown on Exhibit D.

Each carrier will have separate electrical service. One utility H-frame will contain all meters. The ground surface in the compound that is not covered by concrete slabs will be gravel over fabric that allows water penetration without grass growing in the compound (See Figure 2).

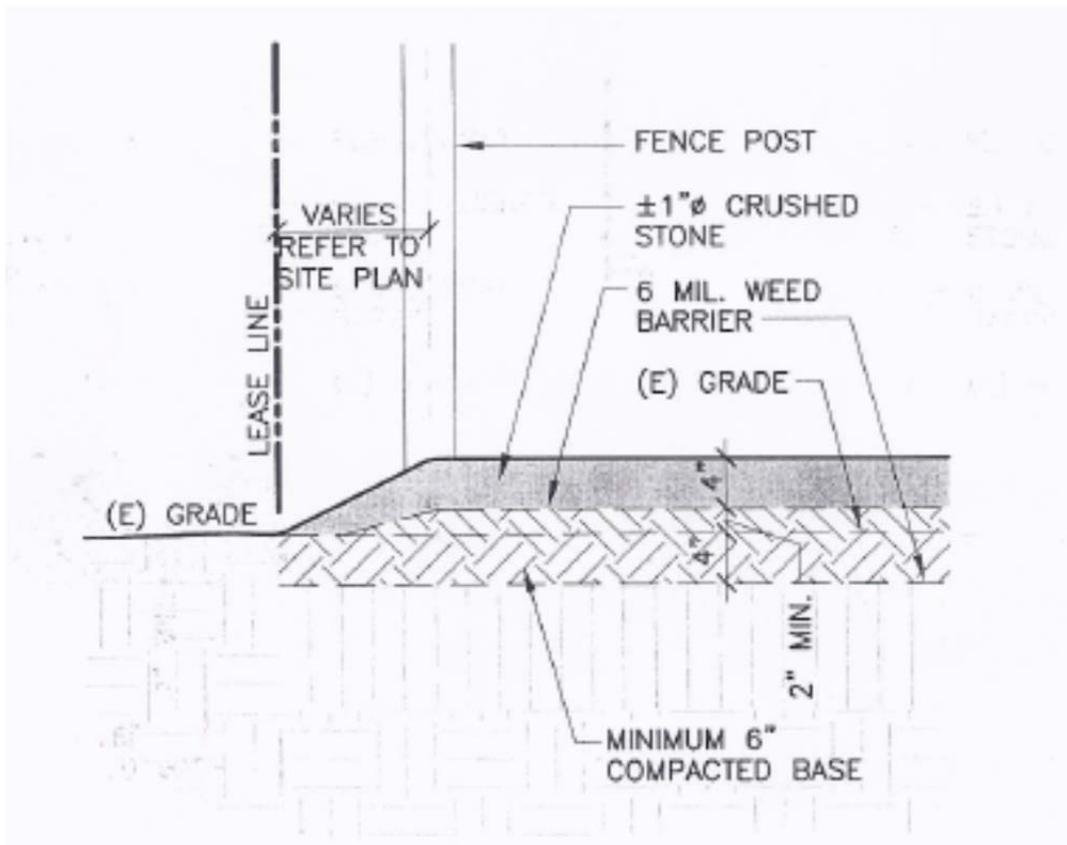
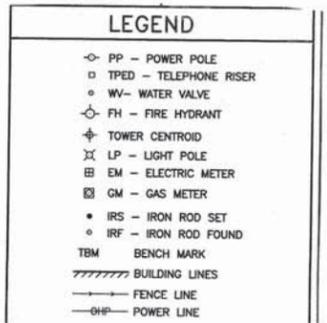
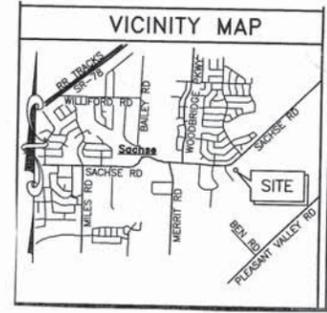
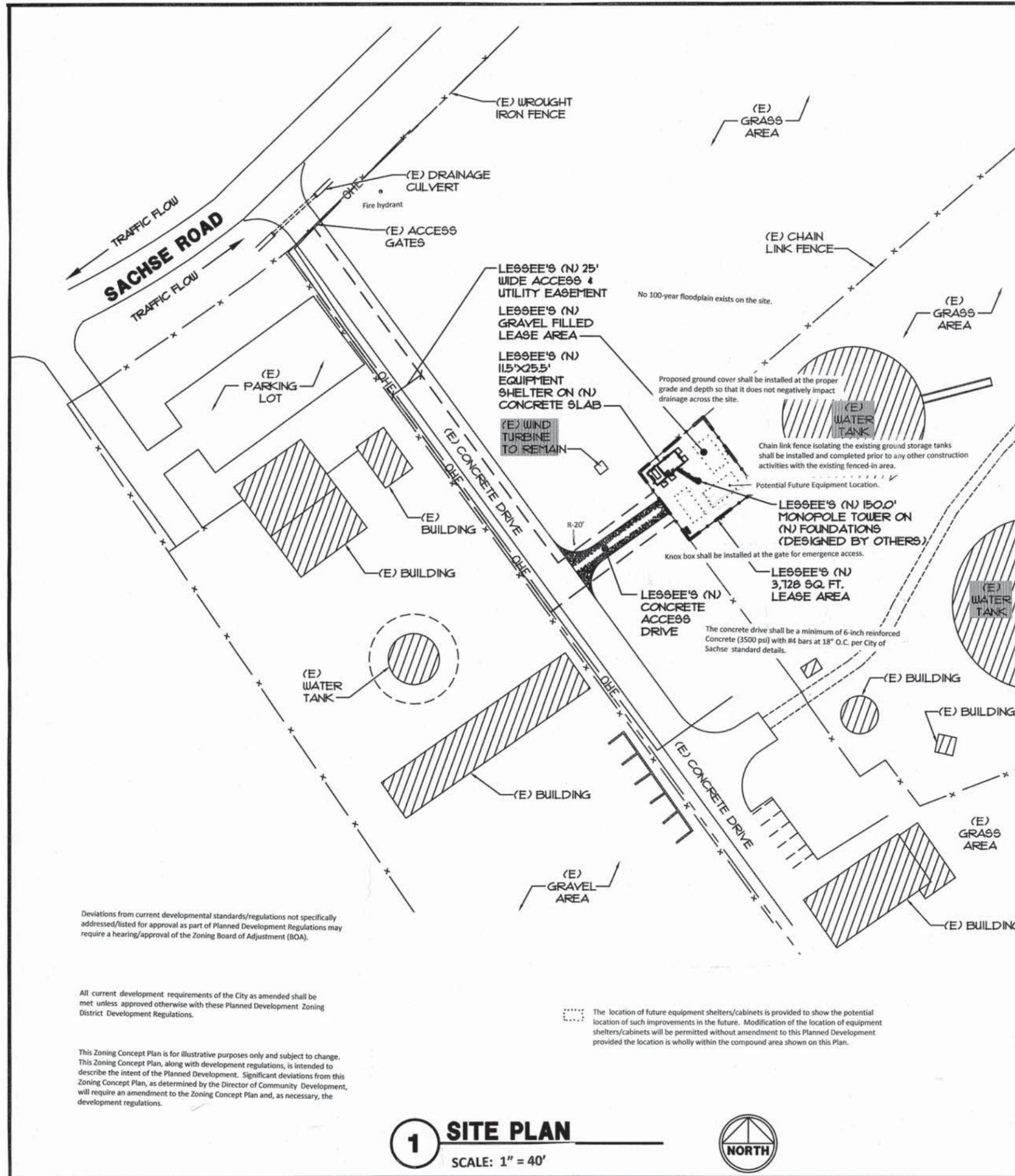


Figure 2. Site Edge Detail

*Construction.* No construction will occur until the City of Sachse has approved a building permit, electrical permit and fence permit (if required). All drawings are sealed by a Texas registered engineer or architect as appropriate per Code. The fence that now surrounds the elevated water storage tank will be relocated in this area as the first construction activity in order to continue the current fenced security of the elevated storage tank.





Deviations from current developmental standards/regulations not specifically addressed/listed for approval as part of Planned Development Regulations may require a hearing/approval of the Zoning Board of Adjustment (BOA).

All current development requirements of the City as amended shall be met unless approved otherwise with these Planned Development Zoning District Development Regulations.

This Zoning Concept Plan is for illustrative purposes only and subject to change. This Zoning Concept Plan, along with development regulations, is intended to describe the intent of the Planned Development. Significant deviations from this Zoning Concept Plan, as determined by the Director of Community Development, will require an amendment to the Zoning Concept Plan and, as necessary, the development regulations.

The location of future equipment shelters/cabinets is provided to show the potential location of such improvements in the future. Modification of the location of equipment shelters/cabinets will be permitted without amendment to this Planned Development provided the location is wholly within the compound area shown on this Plan.

**1 SITE PLAN**  
SCALE: 1" = 40'  
NORTH

**EXHIBIT D – ZONING CONCEPT PLAN P13-07**

SACHSE EAST WATER TOWER  
5436 SACHSE RD.  
THOMAS R. GOODWIN ABSTRACT 502 PAGE 135  
R.D. NEWMAN ABSTRACT 1072  
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REPRESENTING: VERIZON WIRELESS

TOTAL GROSS AREA = 10.6241 ACRES